



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

SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA
MARCH 3, 2014 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

PRESENTATION

- a) DENTAL ASSISTANTS RECOGNITION WEEK (MARCH 2 – 8)

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

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

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE TO APPROVE WARRANT REGISTER NO 14-031**



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PUBLIC HEARING

2) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE NO. U-1631, ADOPTING BY REFERENCE THE 2014 EDITION OF THE CITY OF LOS ANGELES FIRE CODES AS THE CITY OF SAN FERNANDO FIRE CODES

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. U-1631 by title, "An Urgency Ordinance of the City Council of the City of San Fernando Amending the San Fernando City Code to Adopt by Reference the 2014 Edition of the City of Los Angeles Fire Code Together with Certain Amendments, Deletions, and Additions, and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937". This ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.

NEW BUSINESS

3) FISCAL YEAR (FY) 2013-2014 MID-YEAR BUDGET REVIEW

Recommend that the City Council:

- a. Review and discuss the FY 2013-2014 Mid-Year Budget Review Report;
- b. Provide direction to staff on developing a plan to address budget shortfalls, negative fund balances; and
- c. Adopt Resolution No. 7593 amending the FY 2013-2014 City Budget.

4) CONSIDERATION TO APPROVE IMPLEMENTATION OF THE LIGHT EMITTING DIODE (LED) LIGHTING – STREET LIGHT FIXTURE REPLACEMENT PROGRAM

Recommend that the City Council approve implementation of the Light Emitting Diode (LED) Lighting-Street Light Fixture Replacement Program that will allow for the replacement of City-owned street lights using High Pressure Sodium Vapor (HPSV) and Induction lighting with energy efficient LED lighting fixtures, as funds become available or routine maintenance dictates repairs and/or replacements are needed.

5) CONSIDERATION TO APPROVE USE OF PROPOSITION 1B (PROP 1B) FUNDS FOR THE FISCAL YEAR (FY) 2013-2014 CROSSWALK STRIPING PROJECT



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Recommend that the City Council approve Resolution No. 7592 amending the FY 2013-2014 Budget to appropriate \$22,380 in Prop 1B funds to undertake the Crosswalk Striping Project at eight locations within the City.

6) CONSIDERATION TO ADOPT FISCAL YEAR (FY) 2014-2015 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER'S REPORT

Recommend that the City Council:

- a. Adopt Resolution No. 7590 (Attachment "A") initiating the proceedings for the FY 2014-2015 Levy of Annual Assessments for the Landscaping and Lighting Assessment District (LLAD); and
- b. Order the preparation of the Engineer's Report.

7) CONSIDERATION TO APPROVE THE CITY OF SAN FERNANDO HEALTH CAMPAIGN AND 5K RELAY RACE

Recommend that the City Council:

- a. Authorize the Interim City Manager to allocate City staff to begin plans for implementing the City of San Fernando Health Campaign and 5K Race (Health Campaign);
- b. Authorize the Interim City Manager to Execute a Letter of Agreement with W2 Promotions (W2P) to provide production services for the 5K Relay Race for an amount not to exceed \$6,000; and
- c. Authorize the Interim City Manager to Execute a Memorandum of Understanding with Valley Care Community Consortium (VCCC) to provide fiscal sponsorship for the Health Campaign.

8) CONSIDERATION TO CO-SPONSOR ASSEMBLYMEMBER RAUL BOCANEGRA'S JUNIOR LEGISLATOR PROGRAM

Recommend that the City Council:

- a. Approve City co-sponsorship of Assemblymember Raul Bocanegra's Junior Legislator Program; and
- b. Approve the use of the City Council Chambers and two eight-foot tables on March 29, 2014, for said program.



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9) CONSIDERATION TO APPROVE BASEBALL FIELDS AND CONCESSION STAND LICENSE AGREEMENTS FOR YOUTH BASEBALL LEAGUES

Recommend that the City Council:

- a. Authorize the Interim City Manager to execute a Baseball Fields and Concession Stand License Agreement (Contract No. 1735) with Santa Rosa Baseball League (SRBL) to grant access to use park facilities at Las Palmas Park; and
- b. Authorize the Interim City Manager to execute a Baseball Fields and Concession Stand License Agreement (Contract No. 1736) with San Fernando National Little League (SFNL) to grant access to use park facilities at Pioneer/Recreation Park.

10) CONSIDERATION OF APPROVAL OF APPOINTMENT OF CITY MANAGER CANDIDATE AND RELATED RATIFICATION AND FINAL ACTION TO APPROVE EMPLOYMENT AGREEMENT FOR CITY MANAGER PURSUANT TO GOVERNMENT CODE SECTIONS 53262 AND 54956

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, City Clerk

Signed and Posted: February 27, 2014 (6:15 p.m.)

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

San Fernando City Council

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FINANCE DEPARTMENT**MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers

FROM: Rafaela T. King, Interim Finance Director/Deputy Finance Director

DATE: March 3, 2014

SUBJECT: Warrant Register

RECOMMENDATION:

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

ATTACHMENT:

A. Warrant Register Resolution

ATTACHMENT "A"**RESOLUTION NO. 14-031****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-031****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 3rd day of March, 2014.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 3rd day of March, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page:	1
02/27/2014 9:14:35AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
104974	3/3/2014	100067 ADVANCE DIRECT MAIL	242014		UTILITY BILLING MAIL SERVICE - FEB 2014		
					072-360-0000-4300	107.90	
					073-350-0000-4300	107.90	
					Total :	215.80	
104975	3/3/2014	100070 ADVANCED ELECTRONICS INC.	0136651-IN	11012	COMPUTER MAINTENANCE - FEB 2014	2,724.56	
			0136652-IN	11005	001-222-0000-4260		
					COMPUTER MAINTENANCE - FEB 2014	3,648.00	
					001-222-0000-4260		
					Total :	6,372.56	
104976	3/3/2014	100074 AEGIS COMPUTERS INC.	207909		IT SERVICES - FEB 2014		
					001-190-0241-4260	10,630.00	
					Total :	10,630.00	
104977	3/3/2014	100101 VERIZON WIRELESS-LA	970459610		VARIOUS CELL PHONES		
					001-310-0000-4220	96.81	
					072-360-0000-4220	21.81	
					001-101-0109-4220	35.27	
					001-101-0111-4220	41.21	
					001-101-0113-4220	38.68	
					Total :	233.78	
104978	3/3/2014	100222 ARROYO BUILDING MATERIALS, INC	122001		2X4S FOR SIDEWALK FORMING		
					001-370-0301-4300	56.39	
					Total :	56.39	
104979	3/3/2014	100405 BONANZA CONCRETE, INC.	43691		DRIVEWAY APPROACH - 629 LAZARD		
					001-370-0301-4300	780.74	
					Total :	780.74	
104980	3/3/2014	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	014774		DOJ LIVESCAN FINGERPRINTING - JAN 2014		
			016899		004-2386	1,519.00	
					EMPLOYEE SCREENING FINGERPRINT		
					001-106-0000-4270	64.00	
					Total :	1,583.00	
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02/27/2014 9:14:35AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
104981	3/3/2014	100676 R. E. CHARLES PLUMBING, INC.	16965		CLEARED RIGHT-HAND URINAL IN LOC 001-390-0222-4330	125.00	
					Total :	125.00	
104982	3/3/2014	100713 CITY OF GLENDALE	GLN0000005736		WATERMASTER COST SHARE AGREEMENT 070-381-0000-4260	4,281.68	
					Total :	4,281.68	
104983	3/3/2014	100805 COOPER HARDWARE INC.	91112		CONCRETE MIX 070-383-0301-4300	60.60	
					Total :	60.60	
104984	3/3/2014	100886 LOS ANGELES DAILY NEWS	0010470391		PUBLICATION OF ORD 1630 001-101-0000-4300	777.85	
					Total :	777.85	
104985	3/3/2014	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		10/01/13-12/31/13 UNEMPLOYMENT INSURANCE 001-190-0420-4132 001-190-0222-4132	397.00 3.00	
					Total :	400.00	
104986	3/3/2014	101089 ESCOBAR, MARCO	021914-1		L P SENIOR PETTY CASH REIMB. 004-2380	290.30	
			021914-2		L P SENIOR PETTY CASH REIMB. 004-2380	18.34	
			021914-3		L P SENIOR PETTY CASH REIMB. 004-2380	120.05	
			021914-4		L P SENIOR PETTY CASH REIMB. 004-2380	100.28	
			021914-5		L P SENIOR PETTY CASH REIMB. 004-2380	39.00	
					Total :	567.97	
104987	3/3/2014	101151 FERGUSON ENTERPRISES, INC.	0464358		WORK GLOVES, PIPE WRENCH & SHOES 070-383-0000-4340	172.35	
					Total :	172.35	
104988	3/3/2014	101152 FERNANDEZ, JULIE	REIMB.		REIMB FOR REFRESHMENTS & LUNCHEONS		

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104988	3/3/2014	101152 FERNANDEZ, JULIE	(Continued)		001-106-0000-4260	102.74
					Total :	102.74
104989	3/3/2014	101302 VERIZON	8181811114		CITY YARD AUTO DIALER	
			8188315002		070-384-0000-4220	48.91
			8188377174		PD SPECIAL PROBLEMS	
					001-222-0000-4220	45.81
			8188981293		PD SPECIAL PROBLEMS	
					001-222-0000-4220	25.72
			8188987373		CITY YARD MAJOR PHONE LINES	
					070-384-0000-4220	830.26
					PD EMERGENCY	
					001-222-0000-4220	120.15
					Total :	1,070.85
104990	3/3/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	1203231		CREDIT - ITEM RETURNED	
			1203232		070-383-0000-4320	-12.01
			1274121		MILWAUKEE HOLE SAW	
					070-383-0000-4320	14.20
			2032891		MILWAUKEE HOLE SAWS	
					070-383-0000-4320	20.41
					WEED CONTROL @ LP PARK	
			3175536		001-390-0460-4300	133.54
					001-390-0410-4300	133.53
			6274669		DRILL BITS, BATTERIES & TIC TRACER	
					001-370-0301-4300	47.95
			7020067		PARTS FOR SELF-PRIMING HYPOCLOF	
					070-384-0301-4300	230.20
			8033632		PLIERS, DUCT TAPE, BATTERIES, 32-G	
					001-313-0000-4300	112.12
			8096762		REPAIR BLEACHERS @ LP PARK	
					001-390-0460-4300	73.58
			8096764		PAINT FOR BLEACHERS @ LP PARK	
					001-390-0460-4300	89.21
					PAINT FOR PIONEER PARK BLEACHER	
					001-390-0410-4300	113.00

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104990	3/3/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued) 9035467		GRAFFITTI SUPPLIES	
					001-152-0000-4300	247.20
					Total :	1,202.93
104991	3/3/2014	101599 IMAGE 2000 CORPORATION	VN358317		2 TONERS & 1 WASTE TANK CONTAINERS	
			VN361210		001-190-0000-4300	13.00
					TONER FOR CITY HALL (SHIPPING CHARGE)	
					001-190-0000-4300	13.00
					Total :	26.00
104992	3/3/2014	101647 INTERSTATE BATTERY	30056207		ALKALINE BATTERIES	
					001-390-0450-4300	50.44
					070-381-0450-4300	50.43
					Total :	100.87
104993	3/3/2014	101649 INTER-VALLEY POOL SUPPLY, INC	60161		POOL CHEMICALS	
					001-430-0000-4300	283.95
					Total :	283.95
104994	3/3/2014	101666 DE LAGE LANDEN FINANCIAL SERVICES	40175232		FEB 2014 COPIER LEASE PAYMENT - P	
					001-222-0000-4260	578.85
					Total :	578.85
104995	3/3/2014	101672 HANCHETT, NICHOLE	TRAVEL-A		MANDATORY STC COURSE - MANAGEMENT	
					001-225-3688-4360	110.00
					Total :	110.00
104996	3/3/2014	101713 JOBS AVAILABLE INC.	1404051		COMM PRES OFFER AD	
					001-106-0000-4260	280.00
					Total :	280.00
104997	3/3/2014	101761 KEYS CONFERENCE	TRAVEL-A		MANDATORY STC COURSE - MANAGEMENT	
					001-225-3688-4360	399.00
					Total :	399.00
104998	3/3/2014	101761 KEYS CONFERENCE	TRAVEL-B		MANDATORY STC COURSE - MANAGEMENT	
					001-225-3688-4360	399.00

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104998	3/3/2014	101761 101761 KEYS CONFERENCE	(Continued)			Total : 399.00
104999	3/3/2014	101761 KEYS CONFERENCE	TRAVEL-C		MANDATORY STC COURSE - MANAGEI 001-225-3688-4360	399.00
					Total :	399.00
105000	3/3/2014	101971 L.A. MUNICIPAL SERVICES	5007501000		ELECTRIC & LIGHTING - 13655 FOO THI 070-384-0000-4210	169.68
			5947501000		ELECTRIC - 12900 DRONFIELD 070-384-0000-4210	4,460.83
			6577501000		ELECTRIC - 14060 SAYRE 070-384-0000-4210	10,132.60
			7577501000		WATER - 14060 SAYRE 070-384-0000-4210	7.10
					Total :	14,770.21
105001	3/3/2014	101974 LOS ANGELES COUNTY	JAN-2014		DEPT OF ANIMAL CARE & CONTROL FI 001-190-0000-4260	4,086.14
					Total :	4,086.14
105002	3/3/2014	102177 MENDOZA, SALVADOR	021814		MUSIC FOR SENIOR ST PATTY'S DANC 004-2380	900.00
					Total :	900.00
105003	3/3/2014	102226 MISSION LINEN & UNIFORM	140118770		LAUNDRY 001-225-0000-4350	240.00
			140119420		LAUNDRY 001-225-0000-4350	211.77
			140120248		LAUNDRY 001-225-0000-4350	163.55
			140120899		LAUNDRY 001-225-0000-4350	199.89
			140121720		LAUNDRY 001-225-0000-4350	249.81
			140122382		LAUNDRY 001-225-0000-4350	211.77
					Total :	1,276.79

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105004	3/3/2014	102303 NACHO'S ORNAMENTAL SUPPLY	INV003826		STEEL METAL TO INSTALL CAMERA MC 001-390-0222-4300	13.14
			INV003948		MATLS TO INSTALL CAMERA MONITOF 001-390-0222-4300	29.57
					Total :	42.71
105005	3/3/2014	102325 NAPA AUTO PARTS	826236		WEATHER STRIP ADHESIVE 001-320-0301-4300	26.78
			826327		OIL FILTERS - PW1258 072-360-0000-4400	26.46
			826802		REPLACE REAR GLASS STRUTS - PD4 001-320-0225-4400	42.44
					Total :	95.68
105006	3/3/2014	102432 OFFICE DEPOT	1653834847		DIGITAL CAMERA REPLACEMENT 001-371-0000-4320	123.98
			692617798001		STAPLERS, TAPE DISPENSER, COPY P 001-222-0000-4300	75.78
			692789045001		FASTNERS, THERMAL CARTRIDGE, PA 001-101-0000-4300	99.86
			692810616001		SHEET PROTECTORS, TAPE DISPENS 001-222-0000-4300	56.34
			697381209001		PENS, PAPER ROLL, POST ITS, INDEX 001-222-0000-4300	60.36
			697381526001		PENS & TABS 001-222-0000-4300	19.64
			697381527001		SUPPLIES 001-222-0000-4300	45.88
			697382694001		UNIVERSAL REMOTE 001-222-0000-4300	16.41
			697382740001		COPY PAPER 001-222-0000-4300	310.05
			697579610001		RIBBON 001-222-0000-4300	62.94
			697579677001		PAPER THERMAL, PENS 001-222-0000-4300	23.10
			697579678001		CD/DVD SLEEVES	

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105006	3/3/2014	102432 OFFICE DEPOT	(Continued)			
			699710241001		001-222-0000-4300 GLUE STICK, INK CARTRIDGES, DIVIDE	10.94
			699710516001		001-310-0000-4300 HP INK CARTRIDGE	192.92
			699710517001		001-310-0000-4300 HP INK CARTRIDGE	77.72
			699710518001		001-310-0000-4300 MONTHLY PLANNER	77.72
			699804929001		001-310-0000-4300 BINDER COVERS	13.51
			699805081001		001-130-0000-4300 PENS, COUNTERFEIT DETECTORS	24.97
					072-360-0000-4300	11.74
					073-350-0000-4300	11.73
					001-130-0000-4300	40.52
			699993612001		BINDER CLIPS, PENS, FOLDERS	
			699993661001		001-370-0000-4300 SCISSORS	113.16
			699993662001		001-311-0000-4300 FILE FOLDERS	13.24
			699996017001		001-390-0000-4300 VIEW BINDERS, INDEXES, SUGAR & C	34.37
					001-390-0000-4300	183.05
					Total :	1,699.93
105007	3/3/2014	102503 FABULOUS PALM SPRINGS FOLLIES	021814		SENIOR TRIP DEP - PALMS SPRING ON	
					004-2384	1,741.00
					Total :	1,741.00
105008	3/3/2014	102506 PANTOJA, DANITZA	FEB 2014		COMMISSIONER'S REIMBURSEMENT	
					001-420-0000-4111	50.00
					Total :	50.00
105009	3/3/2014	102623 PIONEER FIRE PROTECTION, INC.	311905		FIRE EXTINGUISHER FREFILL FOR VEI	
			311906		001-320-0000-4260 FIRE EXTINGUISHER SERVICED @ AQ	589.05

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105009	3/3/2014	102623 PIONEER FIRE PROTECTION, INC.	(Continued)			
			311907		001-430-0000-4260 001-390-0410-4260 FIRE EXTINGUISHER SERVICED @ RE	334.21
			311908		001-390-0410-4260 FIRE EXTINGUISHER SERVICED	185.00
			311909		070-381-0450-4260 FIRE EXTINGUISHER - ELECTRICAL BI	39.27
			311910		001-370-0301-4300 FIRE EXTINGUISHER SERVICED	78.54
			311912		001-390-0460-4260 FIRE EXTINGUISHER SERVICED	78.54
			311913		070-381-0450-4260 FIRE EXTINGUISHER SERVICED	196.35
			311914		001-390-0310-4260 FIRE EXTINGUISHER SERVICED	157.08
					001-390-0222-4260	325.08
					Total :	2,275.36
105010	3/3/2014	102688 PROFESSIONAL PRINTING CENTERS	24635		BUS LIC CERTIFICATES STOCK	
					001-130-0000-4300	217.91
					Total :	217.91
105011	3/3/2014	102779 RAMIREZ, THOMAS	FEB 2014		KARATE INSTRUCTOR	
					017-420-1326-4260	630.00
					Total :	630.00
105012	3/3/2014	102793 RECREATION CONNECTION	040114		RENEWAL FEE	
					001-106-0000-4430	96.00
					Total :	96.00
105013	3/3/2014	102896 GUZMAN, ROSA	REIMB.		REIMB FOR SEMINAR REGISTRATION I	
					001-152-0000-4370	50.00
					Total :	50.00
105014	3/3/2014	102929 ROYAL PAPER CORPORATION	4425639		REPLACE TOILET PAPER DISPENSERS	
					001-390-0222-4300	180.51

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105014	3/3/2014	102929 ROYAL PAPER CORPORATION	(Continued)			Total : 180.51
105015	3/3/2014	102930 ROYAL WHOLESALE ELECTRIC	8901-692188		"TRAFFIC RED" FLASHER REPLACEME	
			8901-692971		001-370-0301-4300	15.87
			8901-693121		KEYS FOR JAIL LIGHTS	
			8901-693608		001-222-0000-4300	29.43
					EXTRA LOCK/KEY FOR JAIL LIGHT SWI	
					001-390-0222-4300	3.27
					PARK AVE FIXTURE KNOCKDOWN REF	
					027-344-0301-4300	1,595.36
					Total :	1,643.93
105016	3/3/2014	102967 SCOTT FAZEKAS & ASSOCIATES INC	17310		PLAN CHECK - 1245 AVIATION PL	
					001-2698	3,397.60
					Total :	3,397.60
105017	3/3/2014	102988 SAFETY-KLEEN CORP.	62932006		DISPOSAL OF HAZ WASTE	
					072-360-0000-4260	50.00
					Total :	50.00
105018	3/3/2014	103010 SAM'S CLUB DIRECT, #0402465855179	1603		NEW COFFEE POT FOR ENP	
			2385		004-2346	87.47
					ENP VALENTINE'S DAY DANCE REFRE:	
					004-2346	109.10
					104-420-0000-4300	45.90
			3225		COFFEE, MOCHA MIX, WIPES, PLATES	
					001-222-0000-4300	147.21
					Total :	389.68
105019	3/3/2014	103029 SAN FERNANDO, CITY OF	13706-13785		REIMBURSEMENT TO WORKERS COM	
					006-190-0000-4810	19,473.32
					Total :	19,473.32
105020	3/3/2014	103184 SMART & FINAL	193794		ASCEP SUPPLIES	
					004-2346	7.43
					004-2382	6.39
					010-422-3750-4300	9.57
					103-420-0000-4300	42.13
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105020	3/3/2014	103184 SMART & FINAL	(Continued)			
			194217		SUPPLIES	
			194443		001-222-0000-4300	47.48
			195417		SENIOR CLUB SUPPLIES FOR VALENT	
			197004		004-2380	234.14
					EVIDENCE BAGS	
					001-222-0000-4300	45.32
					COFFEE, CUPS, SUGAR, TEA, ETC	
					010-422-3750-4300	135.18
					Total :	527.64
105021	3/3/2014	103196 SOUTH COAST AIR QUALITY	2671683		PERMIT FEE 2014 - PD GENERATOR	
			2672523		001-320-0000-4260	317.07
					EMISSION FEES FY13-14; PD GENERA'	
					001-320-0000-4260	117.87
					Total :	434.94
105022	3/3/2014	103202 SOUTHERN CALIFORNIA EDISON CO.	020414		ELECTRIC - 910 FIRST	
					001-222-0000-4210	5,234.62
					029-335-0000-4210	61.73
			020514		ELECTRIC - VARIOUS LOCATIONS	
					027-344-0000-4210	90.93
					001-430-0000-4210	1,796.54
					001-420-0000-4210	1,552.47
			020614		ELECTRIC - VARIOUS LOCATIONS	
					001-420-0000-4210	1,714.25
					027-344-0000-4210	15,008.53
			020714		ELECTRIC - VARIOUS LOCATIONS	
					001-371-0000-4210	1,605.92
			020814		ELECTRIC - VARIOUS LOCATIONS	
					001-371-0000-4210	39.04
					029-335-0000-4210	172.20
			021114		ELECTRIC - VARIOUS LOCATIONS	
					001-390-0470-4210	127.25
			021214		ELECTRIC - COR TRUMAN/KITTRIDGE	
					001-341-0000-4210	24.86
			021314		ELECTRIC - 120 MACNEIL	
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105022	3/3/2014	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)		001-390-0450-4210 070-381-0000-4210 072-360-0000-4210 070-384-0000-4210	476.91 234.46 234.45 517.99
					Total :	28,892.15
105023	3/3/2014	103205 THE GAS COMPANY	020714		GAS - 828 HARDING 001-420-0000-4210	8.84
			021014		GAS - VARIOUS LOCATIONS 001-222-0000-4210 001-310-0000-4210 070-381-0000-4210 072-360-0000-4210 001-390-0450-4210 001-430-0000-4210	2,228.25 146.92 24.69 24.69 49.37 14,630.69
			021214		GAS - VARIOUS LOCATIONS 001-420-0000-4210	334.81
					Total :	17,448.26
105024	3/3/2014	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-97539		NATURAL GAS FOR CNG STATION 001-320-3661-4402	6,288.18
					Total :	6,288.18
105025	3/3/2014	103271 STOVER SEED COMPANY	0839345		SPORT SEED FOR BASEBALL & FOOTB 001-390-0410-4300	462.41
					Total :	462.41
105026	3/3/2014	103299 SUPREME SALES COMPANY, INC.	018362		JAIL SUPPLIES - MATTRESSES, CLOTHE 001-222-0000-4300	1,309.75
					Total :	1,309.75
105027	3/3/2014	103463 U.S. POSTMASTER	DEMAND		PRESORTED FIRST CLASS POSTAGE f 072-360-0000-4300 073-350-0000-4300	509.68 509.68
					Total :	1,019.36

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105028	3/3/2014	103503 UNITED STATES POSTAL SERVICE	15122187		REIMBURSEMENT OF POSTAGE MACH 001-190-0000-4280	1,500.00
					Total :	1,500.00
105029	3/3/2014	103550 VANICEK, JAMES	TRAVEL-B		MANDATORY STC COURSE - MANAGEI 001-225-3688-4360	110.00
					Total :	110.00
105030	3/3/2014	103579 VICA	8180		2014 MEMBERSHIP 001-190-0000-4380 001-105-0000-4380	425.00 75.00
					Total :	500.00
105031	3/3/2014	103603 VULCAN MATERIALS COMPANY	70250148		COLD MIX 001-370-0301-4300	1,265.50
					Total :	1,265.50
105032	3/3/2014	103619 CARL WARREN & CO.	1560044		LEGAL SERVICES 001-112-0000-4270	300.00
			1564582		LEGAL SERVICES 001-112-0000-4270	358.18
			1564583		LEGAL SERVICES 001-112-0000-4270	185.48
			1564584		LEGAL SERVICES 001-112-0000-4270	147.11
			1564585		LEGAL SERVICES 001-112-0000-4270	253.28
					Total :	1,244.05
105033	3/3/2014	103688 WIL-POWER BATTERY DIST.	170957		BATTERIES FOR SCADA BOX UPPER R 070-384-0301-4300	21.79
					Total :	21.79
105034	3/3/2014	103738 YOSEF AMZALAG SUPPLY	12102113		REPLACE BROKEN SPRINKLERS @ LP 001-390-0460-4300	30.76
			12102140		REPLACE BROKEN SPRINKLERS @ LP 001-390-0460-4300	92.28

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105034	3/3/2014	103738 103738 YOSEF AMZALAG SUPPLY	(Continued)			Total : 123.04
105035	3/3/2014	103851 EVERSOF, INC.	R1299046		SOFTNER - WELL 3 070-384-0000-4260	36.62
			R1308041		SOFTENER - WELL 3 070-384-0000-4260	36.62
					Total :	73.24
105036	3/3/2014	103856 FLAGS USA INC.	57190		US FLAGS 011-311-7510-4600	241.24
					Total :	241.24
105037	3/3/2014	103903 TIME WARNER CABLE	8448200540010369		CABLE 02/18/14-03/17/14 001-222-0000-4260	16.58
			8448200540196300		INTERNET SERVICES - 02/23/14-03/22/14 001-190-0000-4220	1,100.00
					Total :	1,116.58
105038	3/3/2014	103941 SHREDDER SPECIALTIES	0000001171		SHREDDER ANNUAL SERVICE AGREEMENT 001-222-0000-4260	199.50
					Total :	199.50
105039	3/3/2014	103948 CDW GOVERNMENT, INC.	JR76656		PURCHASE SOFTWARE FOR EXEC AS 001-105-0000-4300	1,214.00
			JR76669		PURCHASE SOFTWARE FOR CITY CLERK 001-115-0000-4300	355.85
					Total :	1,569.85
105040	3/3/2014	887165 RYAN HERCO PRODUCTS CORP	7810247		115V MARCH PUMP & PRIMING RESERVOIR 070-384-0301-4300	533.85
					Total :	533.85
105041	3/3/2014	887377 AKEMON, DOLORES	FEB 2014		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					Total :	50.00
105042	3/3/2014	887422 NORTHERN SAFETY CO., INC.	900769422		STEERING WHEEL COVERS FOR SAFE 001-320-0301-4300	155.00
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105042	3/3/2014	887422 NORTHERN SAFETY CO., INC.	(Continued)		001-320-3661-4400	182.60
					Total :	337.60
105043	3/3/2014	887591 TOM BROHARD & ASSOCIATES	2014-02		PROFESSIONAL SERVICES - 12415 SF 001-2206	1,000.00
					Total :	1,000.00
105044	3/3/2014	887663 ARMORCAST PRODUCT COMPANY	0153502-IN		CONCRETE WATER METER BOXES & LIDS 070-383-0301-4300	1,597.92
					Total :	1,597.92
105045	3/3/2014	887715 VACATIONS FOR LESS INC.	26760		SENIOR TRIP TO CANCUN BALI 004-2383	17,700.00
					Total :	17,700.00
105046	3/3/2014	887918 MARISCAL JR, MARIO	TRAVEL-C		MANDATORY STC COURSE - MANAGER 001-225-3688-4360	110.00
					Total :	110.00
105047	3/3/2014	887939 ULINE	56636381		FIRE-RATED GAS CAN STORAGE SAFE 001-370-0301-4300	1,321.59
			56636383		SAFETY GAS CANS 001-370-0301-4300	386.78
			56753178		SAFETY GAS CAN 001-370-0301-4300	147.71
					Total :	1,856.08
105048	3/3/2014	887952 J. Z. LAWNMOWER SHOP	6588		PRUNERS 001-346-0000-4340	174.30
					Total :	174.30
105049	3/3/2014	888212 DIESEL AIR FLEET SERVICE	28167		ANNUAL SMOKE TEST & INSPECTION 001-320-0000-4260	195.00
					Total :	195.00
105050	3/3/2014	888241 UNITED SITE SERVICES OF CA INC	114-1832613		PORTABLE TOILET RENTAL @ 501 FIRE 070-381-0450-4260	510.70
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105050	3/3/2014	888241 888241 UNITED SITE SERVICES OF CA INC	(Continued)		Total :	510.70
105051	3/3/2014	888356 ADVANCED AUTO REPAIR BODY &	1101		FIX DRIVER DOOR - WA8997	
			1103		070-383-0000-4400	55.00
			1104		FIX STEERING COLUMN SHAFT &	
			1105		001-320-0370-4400	232.79
			1106		REPLACE RIGHT REAR/LEFT REAR CC	
					001-320-0225-4400	595.37
					FIX HI-BEAM SWITCH & STEERING COI	
					001-320-0371-4400	75.00
					REPLACE A/C PRESSURE HOSE & REC	
					001-320-0225-4400	285.09
					Total :	1,243.25
105052	3/3/2014	888442 WESTERN EXTERMINATOR COMPANY	1914568		PEST CONTROL @ RUDY ORTEGA PAF	
			1934492		001-390-7500-4260	48.50
			1934493		PEST CONTROL @ LP PARK	
			1934495		001-390-0460-4260	47.50
			1948911		BAIT MONITORING @ LP PARK	
					001-390-0460-4260	144.00
					PEST CONTROL @ REC PARK	
					001-390-0410-4260	60.00
					PEST CONTROL @ CITY HALL	
					001-390-0310-4260	76.00
					Total :	376.00
105053	3/3/2014	888468 MAJOR METROPOLITAN SECURITY	1063432		ALARM MONITORING - MAR 2014	
			1063433		001-390-0410-4260	15.00
			1063434		ALARM MONITORING - MAR 2014	
			1063435		001-390-0410-4260	15.00
			1063436		ALARM MONITORING - MAR 2014	
			1063437		001-390-0460-4260	15.00
					ALARM MONITORING - MAR 2014	

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105053	3/3/2014	888468 MAJOR METROPOLITAN SECURITY	(Continued)		001-390-0410-4260	15.00
			1063438		ALARM MONITORING - MAR 2014	
			1063439		070-381-0450-4260	15.00
			1063440		ALARM MONITORING - MAR 2014	
			1063441		070-381-0450-4260	15.00
			1063442		ALARM MONITORING - MAR 2014	
			1063443		001-390-0410-4260	15.00
			1063444		ALARM MONITORING - MAR 2014	
					001-390-0222-4260	15.00
					ALARM MONITORING - MAR 2014	
					001-390-0410-4260	15.00
					ALARM MONITORING - MAR 2014	
					001-430-0000-4260	15.00
					ALARM MONITORING - MAR 2014	
					070-381-0450-4260	15.00
					Total :	195.00
105054	3/3/2014	888531 BIG RED PLUMBING SUPPLY, INC.	84395		REPLACE STOLEN AUGER @ REC PAR	
					001-390-0410-4300	56.90
					Total :	56.90
105055	3/3/2014	888646 HD SUPPLY WATER WORKS, LTD	B981302		NEW WATER SVC INSTALL - 1600 SF RI	
			B999720		070-383-0000-4600	197.91
			C014685		CONCRETE METER BOX READER LID	
					070-383-0301-4300	107.77
					NEW WATER SVC INSTALL - 1600 SF RI	
					070-383-0000-4600	2,224.48
					Total :	2,530.16
105056	3/3/2014	888800 BUSINESS CARD	010614		ANNUAL MEMBERSHIP DUES	
			012314		001-190-0000-4435	18.00
					REPLACEMENT CHAIR IN MEN'S REST	
					001-430-0000-4300	377.00
					Total :	395.00
105057	3/3/2014	888869 MUNITEMPS STAFFING	124337		TEMPORARY STAFFING - INTERIM FIN	

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105057	3/3/2014	888869 MUNITEMPS STAFFING	(Continued)		001-130-0000-4112	9,095.00
					Total :	9,095.00
105058	3/3/2014	889114 SEVEN ELK RANCH DESIGN, INC	2262		CONSULTING FEES 01/01/14-01/31/14	
					001-310-0000-4270	325.00
					Total :	325.00
105059	3/3/2014	889118 LDI COLOR TOOLBOX	191337		PRINTER USAGE 01/07/14- 02/04/14	
					001-222-0000-4260	495.17
					Total :	495.17
105060	3/3/2014	889126 ORANGE LINE OIL CO., INC	0715565		OIL FOR FLEET	
					001-1215	863.34
					Total :	863.34
105061	3/3/2014	889328 FIRST TRANSIT, INC.	10911717		MCT - JAN 2014	
					007-440-0442-4260	22,350.24
					008-310-0000-4260	19,415.36
					Total :	41,765.60
105062	3/3/2014	889352 GOMEZ, ADRIANA	FEB 2014		COMMISSIONER'S REIMBURSEMENT	
					001-420-0000-4111	50.00
					Total :	50.00
105063	3/3/2014	889491 WILLDAN FINANCIAL SERVICES	007-11751	11066	AS-NEEDED PLANNING SERVICES	
					001-105-0000-4260	1,755.00
					Total :	1,755.00
105064	3/3/2014	889532 GILMORE, REVA A.	02/08/14-02/21/14		FOOD SERVICE MANAGER	
					010-422-3750-4270	591.50
					010-422-3752-4270	91.00
					Total :	682.50
105065	3/3/2014	889533 MARTINEZ, ANITA	02/08/14-02/21/14		ASSISTANT FOOD MANAGER	
					010-422-3750-4270	159.30
					Total :	159.30
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105066	3/3/2014	889535 GOMEZ, GILBERT	02/08/14-02/21/14		HDM DRIVER	
					010-422-3752-4270	141.60
					010-422-3752-4390	45.76
					Total :	187.36
105067	3/3/2014	889602 RESPOND SYSTEMS	95703		GLOVES FOR HANDLING TRASH	
					001-313-0000-4300	216.91
					Total :	216.91
105068	3/3/2014	889644 VERIZON BUSINESS	63607578		CITY HALL LONG DISTANCE	
					001-190-0000-4220	55.69
			63607579		CITY YARD LONG DISTANCE	
					070-384-0000-4220	49.15
			63607580		CITY HALL LONG DISTANCE & INTRAL	
					001-190-0000-4220	167.17
			63607581		POLICE LONG DISTANCE	
					001-222-0000-4220	197.39
			63607583		PARK LONG DISTANCE	
					001-420-0000-4220	104.07
			63608140		ENGINEERING LONG DISTANCE	
					001-310-0000-4220	2.46
			63608149		CITY YARD LONG DISTANCE (AIMS NE	
					070-384-0000-4220	2.46
			63608153		CREDIT CARD LINE	
					001-190-0000-4220	2.46
			63608154		POLICE LONG DISTANCE	
					001-222-0000-4220	2.49
			63608155		PARK LONG DISTANCE	
					001-420-0000-4220	2.73
			63608163		CITY HALL LONG DISTANCE	
					001-190-0000-4220	2.39
			6367582		CITY YARD LONG DISTANCE	
					070-384-0000-4220	4.91
					Total :	593.37
105069	3/3/2014	889681 VILLALPANDO, MARIA	02/08/14-02/21/14		FOOD SERVICE WORKER	
					010-422-3750-4270	177.00
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105069	3/3/2014	889681 VILLALPANDO, MARIA	(Continued)		010-422-3752-4270	35.40
					Total :	212.40
105070	3/3/2014	889942 ATHENS SERVICES	FEB 2014		STREET SWEEPING - FEB 2014	
					001-343-0000-4260	10,100.00
					Total :	10,100.00
105071	3/3/2014	889962 GMS ELEVATOR SERVICES, INC	00072553		ELEVATOR SERVICE - FEB 2014	
					001-430-0000-4300	129.00
					Total :	129.00
105072	3/3/2014	890095 O'REILLY AUTO PARTS	2665-423257		CAR COVER & HOLD DOWNS - PD5333	
					001-320-0225-4400	77.37
					Total :	77.37
105073	3/3/2014	890242 SAFEWAY SIGN COMPANY	97009		DAMAGED SIGN REPLACEMENT	
					001-370-0000-4430	392.40
					Total :	392.40
105074	3/3/2014	890251 ALDERMAN & HILGERS, LLP	1463		LEGAL SERVICES	
			1464		001-112-0000-4270	527.50
			1465		LEGAL SERVICES	
			1466		001-110-0511-4270	300.00
			1467		LEGAL SERVICES	
					001-110-0507-4270	1,730.30
					LEGAL SERVICES	
					001-112-0000-4270	2,987.04
					LEGAL SERVICES	
					001-110-1065-4270	221.80
					Total :	5,766.64
105075	3/3/2014	890358 BALLIN, PHILLIP ARTHUR	FEB 2014		COMMISSIONER'S REIMBURSEMENT	
					001-310-0000-4111	50.00
					Total :	50.00
105076	3/3/2014	890360 HERRERA, NINAMARIE JULIA	FEB 2014		COMMISSIONER'S REIMBURSEMENT	
					001-420-0000-4111	50.00
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105076	3/3/2014	890360 HERRERA, NINAMARIE JULIA	(Continued)			Total : 50.00
105077	3/3/2014	890401 ENVIROGEN TECHNOLOGIES INC	0004975-IN	11023	NITRATE REMOVAL SYSTEM LEASE	
			0005181-IN	11023	070-384-0857-4600	7,064.99
					NITRATE REMOVAL SYSTEM LEASE	
					070-384-0857-4600	7,069.85
					Total :	14,134.84
105078	3/3/2014	890463 KJC LATENT PRINT SERVICE	SF00018		FINGERPRINTING CLASSIFICATIONS	
					001-224-0000-4270	785.00
					Total :	785.00
105079	3/3/2014	890536 PRUDENTIAL OVERALL SUPPLY	171009453		FY14 PUBLIC WORKS UNIFORM PURCH	
				11022	001-310-0000-4310	215.00
				11022	001-311-0000-4310	137.60
				11022	001-320-0000-4310	318.75
				11022	001-346-0000-4310	110.00
				11022	001-370-0000-4310	110.00
				11022	001-371-0000-4310	220.25
				11022	001-390-0000-4310	1,773.91
				11022	070-383-0000-4310	1,045.75
				11022	070-384-0000-4310	1,156.00
				11022	072-360-0000-4310	1,359.00
				11022	073-350-0000-4310	330.00
			171009453-2		GRAFFITI UNIFORMS	
					001-152-0000-4300	161.28
					Total :	6,937.54
105080	3/3/2014	890559 CRESCENTA VALLEY WATER DISTRICT	SF10		ULARA SPECIAL COUNSEL COST SHAF	
					070-381-0000-4270	227.03
					Total :	227.03
105081	3/3/2014	890583 HILTON CONCORD	TRAVEL-A		MANDATORY STC COURSE - MANAGEI	
					001-225-3688-4360	574.44
					Total :	574.44
105082	3/3/2014	890583 HILTON CONCORD	TRAVEL-B		MANDATORY STC COURSE - MANAGEI	
					001-225-3688-4360	574.44
						Page: 20

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105082	3/3/2014	890583 890583 HILTON CONCORD	(Continued)			Total : 574.44
105083	3/3/2014	890583 HILTON CONCORD	TRAVEL-C		MANDATORY STC COURSE - MANAGEI 001-225-3688-4360	574.44
					Total :	574.44
105084	3/3/2014	890584 POWERLINE BATTERY SPECIALIST	6620		BATTERIES FOR FLEET 001-1215	89.41
					Total :	89.41
105085	3/3/2014	890594 HEALTH AND HUMAN RESOURCE	95948		EAP - MAR 2014 001-106-0000-4260	325.80
					Total :	325.80
105086	3/3/2014	890600 LOS ANGELES COUNTY	TESTER 22574		BACKFLOW RECERT FOR WATER PUM 070-384-0000-4370	296.00
					Total :	296.00
105087	3/3/2014	890740 MORAN, STEPHANIE	02/10/14-02/28/14		WATER EXERCISE INSTRUCTOR 017-420-1337-4260	320.00
					Total :	320.00
105088	3/3/2014	890771 TORRES, CAROLINA	01/14/14-02/11/14		ZUMBA INSTRUCTOR 017-420-1337-4260	480.00
					Total :	480.00
105089	3/3/2014	890810 SENFTLEBEN, DARIO	01/15/14-02/11/14		OUTDOOR FITNESS & CLASS PREP IN: 010-430-3649-4260	360.00
					Total :	360.00
105090	3/3/2014	890833 THOMSON REUTERS	828912100		LA CEAR INVEST TOOL 001-224-0000-4270	137.45
					Total :	137.45
105091	3/3/2014	890834 SPARKLING IMAGE CORP	50346		CAR WASHES - JAN 2014 001-222-0000-4320	95.00
					Total :	95.00
						Page: 21

vchlist 02/27/2014 9:14:35AM		Voucher List CITY OF SAN FERNANDO				Page: 22
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105092	3/3/2014	890838 BLUE TARP FINANCIAL	30013718		3 TON FLOOR JACK 001-320-0320-4400	219.99
					Total :	219.99
105093	3/3/2014	890879 EUROFINS EATON ANALYTICAL, INC	L0144432		WATER ANALYSIS 070-384-0000-4260	24.00
			L0147753		WATER ANALYSIS 070-384-0000-4260	88.60
			L0149531		WATER ANALYSIS 070-384-0000-4260	164.00
			L0150531		WATER ANALYSIS 070-384-0000-4260	164.00
			L0150541		WATER ANALYSIS 070-384-0000-4260	164.00
			L0151769		WATER ANALYSIS 070-384-0000-4260	164.00
			L0151932		WATER ANALYSIS 070-384-0000-4260	264.60
			L0151937		WATER ANALYSIS 070-384-0000-4260	164.00
			L0153014		WATER ANALYSIS 070-384-0000-4260	164.00
			L0153846		WATER ANALYSIS 070-384-0000-4260	164.00
					Total :	1,525.20
105094	3/3/2014	890897 EVAN BROOKS ASSOCIATES, INC	14001-9	11064	CONSULTANT FOR HRP PROGRAM GR 001-423-0000-4260	3,000.00
				11064	001-424-0000-4260	280.00
				11064	001-105-0000-4270	4,400.00
					Total :	7,680.00
105095	3/3/2014	890992 M & M PAPER COMPANY	73740		COPY PAPER 001-1200	1,303.64
					Total :	1,303.64
105096	3/3/2014	890994 PONCE, JOE	FEB 2014		COMMISSIONER'S REIMBURSEMENT	
						Page: 22

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Bank code : bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105096	3/3/2014	890994 PONCE, JOE	(Continued)		001-420-0000-4111	50.00
					Total :	50.00
105097	3/3/2014	890995 NAVARRO, SAYDITH	FEB 2014		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	50.00
					Total :	50.00
105098	3/3/2014	890998 TRUJILLO, RODOLFO	FEB 2014		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					Total :	50.00
105099	3/3/2014	890999 BERRIOZABAL, GILBERT	FEB 2014		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					Total :	50.00
105100	3/3/2014	891127 HALL & FOREMAN, INC	2812163	11026	SANITARY SEWER MASTER PLAN DEV 072-360-0000-4600	87,477.00
					Total :	87,477.00
105101	3/3/2014	891134 BECERRA, ADRIANA	01/15/14-02/11/14		BODY SCULPTING & PILATES INSTRUCC 017-420-1337-4260	125.00
					Total :	125.00
105102	3/3/2014	891209 AUTONATION SSC	188410		COOLANT TANK & CAP - CE5643 001-320-0152-4400	106.62
					Total :	106.62
105103	3/3/2014	891270 SARGSYAN, NAREH	01/14/14 - 02/11/14		PILATES INSTRUCTOR 017-420-1337-4260	140.00
					Total :	140.00
105104	3/3/2014	891303 PPG ARCHITECTURAL FINISHES	806902003144		PAINT SUPPLIES FOR GRAFITTI REMO 001-152-0000-4300	242.83
			806903002255		PAINT SUPPLIES FOR GRAFITTI REMO 001-152-0000-4300	315.98
					Total :	558.81
						Page: 23

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Bank code : bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105105	3/3/2014	891311 TORRES, RITA	02/08/14-02/21/14		ENP SUBSTITUTE 010-422-3752-4270 010-422-3750-4270	4.43
					Total :	44.25
105106	3/3/2014	891377 REYES, JOSE	02/08/14-02/21/14		HDM DRIVER 010-422-3752-4390 010-422-3752-4270	46.80
					Total :	206.10
105107	3/3/2014	891385 FITZSIMMONS, IAN	FEB 2014		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					Total :	50.00
105108	3/3/2014	891386 PANIAGUA, IRMA	404178		SENIOR TRIP REFUND 004-2384	115.00
					Total :	115.00
105109	3/3/2014	891388 PALMER, AARON	02185R		TRAVEL REIMB FOR CITY MANAGER C 001-106-0000-4260	33.40
			303986		TRAVEL REIMB FOR CITY MANAGER C 001-106-0000-4260	18.00
			RR653210235		TRAVEL REIMB FOR CITY MANAGER C 001-106-0000-4260	141.84
			ZMWLI6		TRAVEL REIMB - FLIGHT FARE 001-106-0000-4260	579.50
					Total :	772.74
105110	3/3/2014	891389 MORPHOTRUST USA	78789		ANNUAL MAINTENANCE 01/2013-12/20 001-222-0000-4260	1,599.00
			78802		ANNUAL MAINTENANCE 01/2014-12/20 001-222-0000-4260	1,599.00
					Total :	3,198.00
137 Vouchers for bank code : bank						Bank total : 380,087.02
137 Vouchers in this report						Total vouchers : 380,087.02
						Page: 24

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Voucher Registers are not final until approved by Council.

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COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim City Manager/Community Development Director

DATE: March 3, 2014

SUBJECT: Consideration to Adopt an Urgency Ordinance No. U-1631, Adopting by Reference the 2014 Edition of the City of Los Angeles Fire Codes as the City of San Fernando Fire Codes

RECOMMENDATION:

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. U-1631 (Attachment "A") by title, "An Urgency Ordinance of the City Council of the City of San Fernando Amending the San Fernando City Code to Adopt by Reference the 2014 Edition of the City of Los Angeles Fire Code Together with Certain Amendments, Deletions, and Additions, and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937". This ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.

BACKGROUND:

1. In October 23, 2007, the City of Los Angeles (Los Angeles) adopted an Ordinance No. 179328, incorporating various provisions of the Elevator Safety Orders of Title 8 and the 2007 Edition of Part 7 of Title 24 of the California Code of Regulations as part of its elevator code (i.e., 2008 Elevator Code).
2. On July 1, 2010, the California Building Standards Commission published the new California Building Standards Code.
3. On December 15, 2010, the City of Los Angeles adopted Ordinance No. 181480, adopting by reference the 2010 edition of the California Green Building Standards Code (CALGreen Code), with local amendments, as part of its green building code.

Consideration to Adopt an Urgency Ordinance No. U-1631, Adopting by Reference the 2014 Edition of the City of Los Angeles Fire Codes as the City of San Fernando Fire Codes

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4. On February 9, 2011, the City of Los Angeles adopted Ordinance No. 181561, adopting by reference the 2010 edition of the California Electrical Code (C.E.C.), with local amendments, as part of its electrical code.
5. On April 26, 2011, the City of Los Angeles adopted Ordinance No. 181685, adopting by reference the 2010 edition of the California Mechanical Code (C.M.C.), with local amendments, as part of its mechanical code.
6. On June 21, 2011, the City of Los Angeles adopted by Ordinance No. 181757, the 2010 edition of the California Plumbing Code (C.P.C.), with local amendments, as part of its plumbing code.
7. On June 21, 2011, the City of Los Angeles adopted by Ordinance No. 181756, the 2010 edition of the California Residential Building Code (C.R.C.), with local amendments, as part of its residential code.
8. On June 21, 2011, the City of Los Angeles adopted Ordinance No. 181758, adopting by reference certain portions of the 2009 International Building Code and the 2010 California Building Code, with local amendments, as part of its amended building code.
9. On May 7, 2012, the City Council considered a first reading of Ordinance No. 1615, which provided for the adoption of the 2010 Edition of the California Building Standards Codes with local City of Los Angeles amendments and adoption of the City of Los Angeles Elevator Code.
10. On June 4, 2012, the City Council adopted Ordinance No. 1615, at a noticed Public Hearing with the adopted Ordinance taking effect 30-days thereafter on July 4, 2012.
11. On July 2, 2012, the City Council adopted Resolution No. 7486, making express findings and determination that modifications to the 2010 Edition of the California Building, Electrical, Mechanical, Plumbing, Residential and Green Building Standards Codes are reasonably necessary for local climactic, geological or topographical conditions and directed City staff to forward the approved Resolution to the California Building Codes Commission pursuant to Health and Safety Code Section 17958.7(a).
12. On December 4, 2013, the Los Angeles City Council adopted Ordinance No. 182822, which took effect on January 21, 2014. The Ordinance adopted the 2014 edition of the City of Los Angeles Fire Code, excluding chapter 1, which code incorporates and amends the 2013 edition of the California Fire Code and the 2012 edition of the International Fire Code.

Consideration to Adopt an Urgency Ordinance No. U-1631, Adopting by Reference the 2014 Edition of the City of Los Angeles Fire Codes as the City of San Fernando Fire Codes

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ANALYSIS:

Adoption by Reference of City of Los Angeles Fire Codes.

The City obtains certain fire plan check services from the Los Angeles Fire Department. As part of the City's Fire and Emergency Medical Services (EMS) Agreement with Los Angeles (City Contract No. 974), the City is required to adopt Los Angeles's building regulations, including Los Angeles' building, residential, elevator, electrical, fire, plumbing, mechanical and green building codes. Consequently, the City of San Fernando routinely adopts Los Angeles' amendments to the State Building Standards Codes. This process is being followed again this year with the City of Los Angeles' recent adoption of Ordinance No. 182822, which adopted the 2014 edition of the City of Los Angeles Fire Code, which incorporates and amends the 2013 edition of the California Fire Code (excluding Chapter 1) and the 2012 edition of the International Fire Code.

Approximately every three years, the California Building Standards Commission (the Commission) adopts new versions of uniform building codes governing the building of structures in the State (California Building Standards Code). On July 1, 2013, the Commission published the 2013 Editions of the California Building Standards Code governing building, electrical, mechanical, plumbing, fire, residential building and green building standards. The California Building Standards Code became effective and applicable to all cities on January 1, 2014.

Any City may establish more restrictive building standards than those in the California Building Standards Code if a City finds that the more stringent standard or "local amendment" is necessary because of local climatic, geological or topographical conditions. If a City fails to adopt its own more restrictive standards, the codes published by the State become the City's codes.

Proposed Urgency Ordinance No. U-1631 (Attachment "A") has been prepared to facilitate immediate adoption of the 2013 edition of the California Fire Code and the 2012 edition of the International Fire Code, with local Los Angeles amendments.

Adoption of Urgency Ordinance Process:

Government Code Section 36934 allows for the immediate adoption of an urgency ordinance including when such as the one currently being considered to adopt the 2014 Los Angeles Fire Code by reference. State law also allows the ordinance to be adopted by reading the title of said ordinance and waiving further reading. Pursuant to Government Code Section 36937(b), adoption of the urgency ordinance with a four-fifths vote of the Council ensures that the adoption of the City of Los Angeles 2014 Fire Codes by reference will take effect immediately in order to ensure that the required fire codes are in place governing existing and new development. Therefore, the City Council's adoption of these fire codes will facilitate the preservation of the public peace, health and safety of the community.

Consideration to Adopt an Urgency Ordinance No. U-1631, Adopting by Reference the 2014 Edition of the City of Los Angeles Fire Codes as the City of San Fernando Fire Codes

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Environmental Review:

The proposed Urgency Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA). In accordance with the provisions of the CEQA Guidelines, it is staff's assessment that the proposed Urgency Ordinance helps establish construction and design standards regulating the construction of buildings and structures and therefore will not have the potential have an significantly adverse impact on the environment. Based on this determination, no further environmental assessment is necessary.

CONCLUSION:

It is recommended that the City Council introduce for first reading, in title only, and waive further reading of Urgency Ordinance No. U-1631, adopting said Urgency Ordinance will facilitate the adoption by reference of the City of Los Angeles' fire codes. This City Council action also ensures that the City complies with its contractual obligation under the Fire and EMS Agreement between the cities of San Fernando and Los Angeles. Therefore, the Urgency Ordinance will result in an amendment of the San Fernando City Code to adopt by reference the 2014 Edition of the City of Los Angeles Fire Code together with certain amendments, deletions, and additions, and declaring the urgency thereof in accordance with Government Code Sections 36934 and 36937.

BUDGET IMPACT:

Adoption of the proposed Urgency Ordinance regarding an amendment of the City's fire codes is not expected to have any direct impact on the City's budget. It is anticipated that the cost of staff time to review future construction projects and associated building permit and plan check applications in order to ensure compliance with applicable City fire codes would be covered by filing and administrative fees paid by an applicant.

ATTACHMENT:

A. Urgency Ordinance No. U-1631 and Exhibit 1: LA City Ordinance No. 182822

ATTACHMENT "A"**URGENCY ORDINANCE NO. U-1631****AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING THE SAN FERNANDO CITY CODE TO ADOPT BY REFERENCE THE 2014 EDITION OF THE CITY OF LOS ANGELES FIRE CODE TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS, AND ADDITIONS, AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937**

WHEREAS, the California Building Standards Code (the "California Building Code") establishes statewide codes and regulations for building construction and fire safety and is published every three years by order of the California Legislature; and

WHEREAS, the 2013 California Building Code is based upon the International Code Council's ("ICC") 2012 International Building Code; and

WHEREAS, the 2013 California Building Code was published on July 1, 2013 and became effective on January 1, 2014, including the 2013 California Fire Code, which is codified in California Code of Regulations title 24, part 9; and

WHEREAS, California Health & Safety Code, section 17958.5 and 18941.5 authorize cities and counties to modify the California Building Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions, and

WHEREAS, the City of Los Angeles adopted more restrictive standards and modifications to the 2013 Fire Code, as memorialized in the 2014 City of Los Angeles Fire Code, given that such amendments are reasonably necessary because of local climatic, geological, and/or topographic conditions; and

WHEREAS, the City of San Fernando currently contracts with the City of Los Angeles Fire Department for Fire Protection and Emergency Medical Services and per this contract the City of San Fernando is required to adopt the City of Los Angeles building codes inclusive of any updates of Los Angeles Fire Code;

WHEREAS, the City of San Fernando (the "City") has historically adopted the Los Angeles Codes with their local amendments in order to establish a uniformity of standards which serve to minimize conflict and confusion in addressing the community's needs that includes, but is not limited to, fire plan check review, fire inspections, and fire suppression services; and

WHEREAS, the San Fernando City Council desires to adopt the 2014 edition of the City of Los Angeles Fire Code in order establish current and effective fire standards necessary to regulate building and other activities within the City.

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 DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Section 38-26 of Article II (Fire Prevention Code) of Chapter 38 (Fire Prevention and Protection) of the City of San Fernando City Code is hereby amended to read as follows:

Sec. 38-26 (Adoption of the City of Los Angeles Fire Code).

- (a) The 2014 edition of the City of Los Angeles Fire Code, excluding chapter 1, as adopted by the Los Angeles City Council on December 4, 2013 and effective January 21, 2014, which code incorporates and amends the 2013 edition of the California Fire Code and the 2012 edition of the International Fire Code, is adopted by reference and may be referred to as the “Fire Code” of the city, subject to the amendments set forth in this article.
- (b) One copy of the 2014 edition of the City of Los Angeles Fire Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.

SECTION 3. Findings. All of the amendments to the 2013 edition of the California Fire Code made by the City of Los Angeles in its 2014 editions of the City of Los Angeles Fire Code, and adopted by the City of San Fernando in this Urgency Ordinance, are based on the findings made by the City of Los Angeles in Ordinance No. 182822 of the City Council of the City of Los Angeles, which are adopted by reference in this Urgency Ordinance and attached as Exhibit 1, including, but not limited to, the findings that amendments set forth in this Urgency Ordinance to the California Fire Code are reasonably necessary due to the local climatic, geological and/or topographical conditions characterized by hot, dry summers and the high potential for seismic activity which make structures particularly vulnerable to rapidly spreading fires and structural damage.

SECTION 4. Severability. Should any section, subsection, clause or provision of this Ordinance, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Urgency Ordinance. This Urgency Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 5. Urgency Finding. The San Fernando City Council finds that unless this Urgency ordinance is adopted as an Urgency Ordinance to take effect immediately, pursuant to the provisions of Government Code section 36937, the City will lack appropriate establish fire standards necessary to regulate building and other activities within the City of San Fernando. The City Council finds this to be an unsafe situation and such adoption is necessary in order to immediately protect and preserve the public peace, health, safety, and welfare.

SECTION 6. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of San Fernando by Government Code sections 36934 and 36937 and shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council.

SECTION 7. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption. Pursuant to Health and Safety Code section 17958.7(a), the City Clerk shall forward a copy of this Urgency Ordinance with Exhibit 1 with the California Building Standard Commission.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 3rd day of March , 2014.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

I, ELENA CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 3rd day of March, 2014, and was carried by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT “1”

Due to the voluminous nature of Exhibit “1”, copies will be available for viewing in the Community Development Department and the City Clerk’s Office

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Council members

FROM: Fred Ramirez, Interim City Manager
By: Rafaela T. King, Interim Finance Director

DATE: March 3, 2014

SUBJECT: Consideration of Fiscal Year (FY) 2013-2014 Mid-Year Budget Review

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file the FY 2013-2014 Mid-Year Budget Review report; and
- b. Provide direction to staff on developing a plan to address budget shortfalls, negative fund balances; and
- c. Adopt Resolution No. 7593 (Attachment "A") amending the FY 2013-2014 City Budget

BACKGROUND:

1. On June 6, 2013, pursuant to Section 2-647 of the San Fernando City Code, a Notice of Public Hearing was published in the San Fernando Valley Sun in order to notify interested parties and advise residents of the Public Hearing to give input on the adoption the FY 2013-2014 City Budget either on June 24, 2013 or July 1, 2013.
2. On June 17, 2013 the City Council conducted a Public Hearing on the proposed FY 2013-2014 City Budget, received the staff report, took public testimony, and continued the hearing until July 1, 2013.
3. On July 1, 2013, the FY 2013-2014 City Budget was adopted by the City Council.
4. During the months of January and February of 2014, the Finance Department met with various City Departments to review the status of revenues and expenditures and analyze the need for proposed changes. In light of the current economic situation and the financial position of the City as presented by the FY 2012 and FY 2013 Comprehensive Annual

Consideration of Fiscal Year (FY) 2013-2014 Mid-Year Budget Review

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Financial Reports (CAFR) these amendments are necessary in order to begin the process of reducing the General Fund deficit and to begin the process of creating a reserve for the coming fiscal years.

ANALYSIS:

The FY 2013-2014 Mid-Year Budget Review provides City Council with an assessment of expenditures and revenues as of January 31, 2014, for the City's General Fund, Special Funds and Enterprise Funds. It gives the City Council an opportunity to review the General Fund and address both revenue and expenditure adjustments that might be necessary in order to achieve a more accurate budget for the current fiscal year.

The Mid-Year Budget Review also provides an overview of other factors that can potentially affect current and future City Budgets. These factors are listed below as Budget Updates, Budget Amendments (proposed in the Attachment "A") and the effects of the Current Economic Downturn.

Budget Updates:Measure "A"

The Half Cent Transaction and Use Tax was projected by our professional tax consultants to yield approximately \$1.7 million per fiscal year. The tax rate went into effect on October 1, 2013, thus covering only three quarters of the year. In FY 2013-2014, the City budgeted \$1.2 million of revenues to approximate a pro rata share of the total annual yield and compensate for the Board of Equalization's administration fees associated with the set up of the new tax. The City received the first monthly payment on December, 24, 2013. As of the writing of this staff report, the City has been advanced approximately \$275,000. The City's consultant informed staff that the first quarter of the new tax, is generally slower to produce the actual results, thus with no history for our City, the revenue advances are smaller. Per their research and expert opinion, the consultant believes the revenue amounts will ramp up as the year continues and the \$1.2 million is a good approximation of the revenues to be received during FY 2013-2014. In mid-March, the State will produce a true-up reconciliation between the advances distributed and actual taxes earned. At that point, the City will have a clearer picture of how those revenues will flow to be available to pay for the stated activities of: 1) retiring City debt; 2) eliminating the fund balance deficits in the General Fund, and the Self Insurance and Grant Funds; and 3) building a General Fund reserve that approximates council goals of 10% of expenditures.

Salary Savings

During the FY 2013-2014, the City implemented furloughs as part of a comprehensive strategy to assist in reducing the negative General Fund balance. The projected savings amount from this implementation was \$424,354. As a result of several strategies including the furloughs, restructuring the Community Service Officer (CSO) program, vacated positions, and resolving outstanding personnel issues, the amount saved as of January 31, 2014, in comparison to the same time frame in FY 2012-2013, is \$406,535 that is a 5.25% savings from the prior year. It is anticipated that additional savings will also be recognized in the City Manager's Office and other

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departments where temporary vacancies exist. These savings will quickly end as vacancies are filled and the furlough period concludes at the end of the fiscal year.

Structural Deficit

Overall, the City has done a good job at monitoring and controlling expenditures during this fiscal year. For the first seven months, through the end of January 2014, expenditures are projected to be at 58% of the adopted budget in most cases. The expenditures for the FY 2013-2014 are reported at 50.21% of the adopted budget in the General Fund, 48.09% in the Enterprise Funds and 55.02% in the Special Revenue Funds as of January 31, 2014. City-wide the expenditures are at 51.04%. Revenues in the General Fund for the same time frame are at 40.54%. The Enterprise Funds are 50.14% and Special Revenue is at 50.05%. The wide gap between revenues and expenditures (i.e., for the General Fund a difference of expending 50% of the adopted budget and yet only bringing in 40% of revenues) creates a structural deficit of approximately \$1,507,243 in the General Fund, excluding the Self Insurance fund at January 31, 2014 as shown in Attachment "B", that the City must address during this fiscal year.

Revenue Amendments:

The Mid-Year Budget Review provides information on certain changes in the projected revenues, which should be presented while considering the expenditure amendments to the FY 2013-2014 City Budget. A listing of actual revenues expected, as compared to the amount budgeted in FY 2013-2014 for the General Fund, is included as Exhibit "1" of Attachment "A" and reflects the balances as of January 31, 2014.

Projected Revenues – General Fund

As noted in Exhibit "1" of Attachment "A", as of January 31, 2014, (58% of the fiscal year), the amount collected for the General Fund revenues were at \$7.4 million or 40.54%. The amount of revenues collected as of the Mid-Year Budget Review depends on the type of revenue that is received. For example, revenues related to Business License Taxes and Franchise Fees are low in the first half of the year since the majority of these revenues are collected in the third and fourth quarter of the fiscal year.

Some key changes projected to be increases or decreases to the adopted figures for the General Fund are noted below:

- The property tax in lieu of motor vehicle license fee is increased by \$30,034;
- The residual tax revenue are expected to decrease by \$125,000;
- The property tax in lieu of sales and use taxes has an increase of \$52,241;
- The booking and processing fee reimbursement has a decrease of \$70,000;
- Swim Team Fees are expected to increase by \$34,0652;
- Swimming Pool revenues are expected to decrease by \$81,431;
- CNG Fueling Station revenues is expected to increase by \$20,000;
- Transfers from gas tax fund is expected to decrease by \$147,445;
- Franchise Fees are expected to increase by \$100,000 due to a new revenue source from Consolidated Republic;
- Sales taxes are projected to increase by \$40,089;

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- Successor Agency Administrative Cost Allowance is expected to decrease by \$37,605; and
- Engineering & Inspection fees are expected to increase by \$69,216.

The updated projections to the General Fund revenues that have been previously discussed are reflected in detail in Exhibit “2” of Attachment “A”. The net impact is a \$1,909,901 decrease to the FY 2013-2014 General Fund projected revenues. While there is a projected decrease in revenues, the majority of that amount (\$1,794,472) is due to a change in methodology of recording the revenues and expenditures of employee retirement cost. During the current fiscal year, the City began directly charging the retirement expenditures to the Retirement Fund (Fund 18), consequently making the need to budget a corresponding transfer of revenue to cover said expenditures unnecessary. Without the removal of the transfers, the net decrease in actual revenue is \$79,341. Attachment “B” provides a detailed review of revenues.

Projected Revenues – Special Revenue Funds

As of January 31, 2014, (58% of the fiscal year), the combined amount collected for the Special Revenue Funds revenues were at 55.04% of budget. The amount of revenues collected as of the Mid-Year Budget Review depends on the source of revenue and the funding agency. For example, revenues can be from grants that can either be advanced to the City or distributed as a reimbursement for performance of deed required by the funding source.

Some key changes projected to be increased or decreased to the adopted figures for the Special Revenue Funds are noted below:

- The property tax in the Retirement Fund is expected to decrease by \$800,000, due largely to the City no longer receiving the debt service retirement tax override and the decreased assessment.
- The Grants Funds revenue will decrease by \$724,201. These amounts are being reallocated to separate funds in order to account for individual grants separately. There are corresponding increases in the same amount within the Special Revenue funds.
- The Pavement Management Fund is expected to decrease by approximately \$100,000 due to the awarding of a refuse contract to a new vendor who will pay a franchise fee.

Budget Amendments:

The Mid-Year Budget Review provides information on certain expenditures that will require an amendment to the FY 2013-2014 City Budget. A listing of actual expenditures, as compared to the amount budgeted in FY 2013-2014 for the General Fund, is included as Attachment “B” and reflects the balances as of January 31, 2014. Exhibit “3” of Attachment “A” provides the General Fund, Special Revenue and Enterprise Funds expenditures in greater detail. A listing of the proposed General Fund adjustments as compared to the FY 2013-2014 City Budget is reflected in Attachment “A” and is included in the attached proposed Budget Resolution.

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During the Mid-Year Budget Review, a comparison was done between the current fiscal year Budget and the amount expended to date by fund. As noted in Attachment “A”, the General Fund expenditures as of January 2014, was at \$9 million or 49%.

Budget Amendment – Expenditures – General Fund

The following are the proposed budget amendments related to expenditures that will amend the FY 2013-2014 City Budget:

- General Fund: Although the General Fund expenditures are being spent according to the budget, all Departments were requested to review their budgets and provide budget reallocations where ever possible to address the current year challenges of balancing the budget.
- The General Fund net decrease of \$2,173,969 in expenditures is reflected in Exhibit “3” of Attachment “A”.
- Included in the net amount are proposed decreases of:
 - \$350,000 (Non-Departmental) – CalHFA loan payment was extended until FY 2014-15;
 - \$3,000 (Non-Departmental) – reallocated to Division 101 and various other allocations within the division to pay for the cost of IT related upgrades (i.e., cloud based email system overhaul, domain upgrades, replacement of downed servers, and handheld citation software to process electronically moving violation citations) – this will help reduce the backlog and increase revenue. This amount will be transferred to the Police Department budget once a funding source is identified);
 - \$1,974,472 (Retirement Fund) – re-class expenditure budget to Fund 18; and
 - \$600 (Finance) – reallocated to Division 105 to pay for cost of software upgrades.
- Also included are proposed increases of:
 - \$4,152 (Administration) - of this amount \$3,600 is re-allocated from other departments;
 - \$88,936 (Fire services) - the pending revised Fire contract, once approved will require the City to be current on FY 2011-12 outstanding balance. Paying this debt will require an increase in the current year’s budget which can be funded from the proceeds of Measure “A”;
 - \$44,200 (Public Works) - amounts have been reallocated throughout Public Works divisions to account for budget shortfalls in line items. \$38,000 of the requested amount pertains to CNG fuel and fueling station supplies. A corresponding modest increase in revenues of \$20,000 was requested as well; and
 - \$16,815 (Recreation and Community Services) - the estimated savings from the installation of the VFD’s installed at the pool facility will not be reached this fiscal year, an increase for the cost of utilities is needed.

Budget Amendment – Expenditures – Enterprise Funds

The following are the proposed budget amendments related to expenditures that will amend the FY 2013-2014 City Budget for the Enterprise Funds:

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- The Enterprise Funds' net increase of \$313,379 in expenditures is reflected in Exhibit "3" of Attachment "A".
 - Water Fund - \$217,027 covers the cost of employee retirement costs. The corresponding revenue has already been budgeted in this fund;
 - Water Fund - \$3,000 covers other equipment supplies;
 - Sewer Fund - \$84,898 covers the cost of employee retirement costs. The corresponding revenue has already been budgeted in this fund; and
 - Refuse Fund - \$8,454 covers the cost of employee retirement costs. The corresponding revenue has already been budgeted in this fund;

Budget Amendment – Expenditures – Special Revenue Funds

The following are the proposed budget amendments related to expenditures that will amend the FY 2013-2014 City Budget for the various Special Funds:

- The Special Funds' net increase of \$256,694 in expenditures as reflected in Exhibit "3" of Attachment "A".
 - Various Funds - \$112,067 covers the cost of employee retirement costs. The corresponding revenue has already been budgeted in the various funds;
 - Fund 17 (Recreation) - \$22,707 covers cost of various recreation class activities; and
 - Fund 19 (Quimby) - \$59,006 covers the additional cost of the Regional Pool Facility Parking lot and depletes the Quimby account before the deadline.
 - The remaining \$62,914 is split between various funds.

Current Economic Downturn:

The current economic downturn has had a significant negative affect on the General Fund revenues. The City continues to face significant economic challenges attributed to governmental actions at the State and Federal level as well as economic uncertainty attributed to the global financial markets. In light of these facts, the City has taken a number of actions to augment revenues and reduce expenditures during FY 2013-2014 and future years in order to attain a balanced City budget, retire City debt and work toward the creation of a General fund reserve. However, as reflected in the FY 2013 CAFR, the General Fund ended the year in a negative position relative to revenues versus expenditures.

Economic conditions continue to improve but at a slower than anticipated pace. General Fund revenues will slowly stabilize as the economy gets better. However, until then, both revenues and expenditures will need to be monitored closely. Consequently, the City has been able to adjust to the changes in the timing of revenues by closely monitoring cash flow throughout the fiscal year.

CONCLUSION:

The net impact to the General Fund expenditures is a decrease of \$2,173,969 to the budget. Taking into consideration the effect of the projected decrease in General Fund revenues for FY

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2013-2014, the combined effect on the General Fund is an increase to the fund balance of \$455,163. The total ending Fund balance for the General Fund is projected at a negative/deficit balance of \$27,253 at June 30, 2014. This projected negative/deficit balance does not include the Insurance Fund deficit.

For Financial statement purposes, the General Fund and the Self Insurance Fund are combined in the Comprehensive Annual Financial Report (CAFR). The Self Insurance Fund's FY 2013-2014 activities are projected to yield a deficit of \$187,752. When this amount is added to the beginning negative/deficit balance of \$1,253,346, the combined results for FY 2013-2014 is further increased to a cumulative negative Self Insurance Fund balance/deficit of \$1,441,098.

As presented in the FY 2013 CAFR, the beginning cumulative fund balance for the General Fund and the Self Insurance was a negative \$1,747,052. The combined total from the General Fund and the Self Insurance activities for the FY 2013-2014 are projected to be \$267,411. The cumulative FY 2013-2014 projected negative fund balance/deficit is \$1,468,350. This number does not include the \$2,078,435 deficit in the Grants Fund or the \$497,363 deficit in the Retirement Fund.

The City has taken significant steps to address the fiscal challenges that it faces while maintaining the delivery of quality municipal services to the community. Measures were implemented to ensure that costs for service delivery were being recovered, and to augment potential revenues sources and improve organizational efficiency in the delivery of City services. Such measures included controlling and reducing operation costs by renegotiating each memorandum of understanding with each union group that resulted in savings (e.g., modified benefits, frozen positions, staff reductions, restructuring the CSO program and furloughs), renegotiation of contracts and professional service agreements with current vendors and public service providers, a comprehensive updating of the City's schedule of fees for services in general, adoption of sewer and water rate increases to make enterprise funds self sufficient and reduce need for General Fund monies, upgrade of energy efficient lighting infrastructure, applying for grant funds to offset planning and police personnel costs, applying for alternative fuel credits from the Federal government related to the sale of Compressed Natural Gas (CNG) (City's CNG station) while expanding capacity to sell more CNG, deferring capital purchases where deemed appropriate, creating a new revenue stream by passing the Half Cent Transaction and Use Tax, and thru the new franchise fee.

With the passage of the Half Cent Transaction and Use Tax (Measure "A"), the City created a new revenue stream and implemented a seven-year plan that will address the City's debt, General Fund, Self Insurance Fund and Grant Fund deficit fund balances and well as begin to build a reserve. Building a General Fund reserve is critical in order to achieve sustainability and to overcome unanticipated economic events such as a natural disaster, further budget cuts from the State and Federal governments, or a continuing sluggish economy.

However, since Measure "A" has a seven year sunset clause, it was not intended to cover the day-to-day operations. The City must continue to look for avenues that incorporate generating new sources of revenues that address the shortfalls and lost revenues, and other internal debt, along with further expenditure reductions where feasible.

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As part of the Mid-Year Budget Review, budget adjustments are recommended in the General Fund, Enterprise Funds and several Special Funds to bring projected revenues and expenditures into alignment based on performance through the first half of the fiscal year, to account for updated cost projections, to restructure the recording process for grant funds and the retirement fund, and to implement technical adjustments. The adjustments brought forward in this report reflect staff's best estimate of the financial performance for the City's funds through the end of the fiscal year.

ATTACHMENTS:

- A. Resolution No. 7593
- B. Summary of General Fund Proposed Changes by Department (including Fund 06 Self Insurance)

ATTACHMENT "A"**RESOLUTION NO. 7593****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO AMENDING THE ADOPTED BUDGET FOR
FISCAL YEAR 2013-2014**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2013 - 2014, commencing July 1, 2013, and ending June 30, 2014; and

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

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2013;

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

Section 1. The City Council hereby amends the adopted Budget to adjust the expenditures and revenues as provided in Exhibits "1", "2", and "3", attached hereto.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2014.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 3rd day of March, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "1"

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CITY OF SAN FERNANDO
Revenue Status Report
7/1/2013 through 1/31/2014

001 GENERAL FUND							
Account Number		Adopted Budget	Actuals as of 1/31/2014	Balance	Prc't Rcv'd	Mid Year Adjustments	End of Year Estimate
Property Taxes							
3110-0000 SECURED PROPERTY TAXES-CY		1,284,440	728,052	556,388	56.68		1,284,440
3120-0000 UNSECURED PROPERTY TAXES C/Y		52,285	15,452	36,833	29.55		52,285
3130-0000 PRIOR YEARS PROPERTY TAXES		0	-97,818	97,818	0.00		0
3142-0000 RESIDUAL TAX REVENUE		125,000	0	125,000	0.00	(125,000)	0
3146-0000 CITY PASS THROUGH - TAXING ENTITY		430,000	426,565	3,435	99.20		430,000
3150-0000 PROPERTY TAX PENALTIES & INT		15,000	3,954	11,046	26.36		15,000
3625-0000 HOMEOWNERS PROPERTY TAX RELIEF		11,000	4,943	6,057	44.94		11,000
Total PROPERTY TAXES		1,917,725	1,081,148	836,577	56.44	(125,000)	1,792,725
Property Taxes In-Lieu of VLF							
3210-3110 PROP TAX IN LIEU OF SALES & USE TAX		911,500	479,813	431,687	52.64	52,241	963,741
Property Taxes In-Lieu of VLF		911,500	479,813	431,687	52.64	52,241	963,741
Sub-total Property Taxes		2,829,225	1,560,961	1,268,264	55.17%	(72,759)	2,756,466
SALES AND OTHER TAXES							
3210-0000 SALES AND USE TAXES		2,733,865	1,115,069	1,618,796	40.79	40,089	2,773,954
3211-0000 P.S.A.F.		150,000	94,529	55,471	63.02		150,000
3240-9800 BUS LIC-TOBACCO VIOLATION FEES		0.00	0.00	0.00	0.00		0.00
Sales & Use Taxes		2,883,865	1,209,598	1,674,267	41.94%	40,089	2,923,954
Transaction Sales Tax							
3210-3201 TRANSACTION SALES TAX - 1/2 CENT		1,200,000	167,646	1,032,354	13.97		1,200,000
Transaction Sales Tax		1,200,000	167,646	1,032,354	13.97	0.00	1,200,000
Triple Flip							
3605-3110 PROP TAX IN LIEU OF MOTR VHCL LIC FEES		1,958,342	994,188	964,154	50.77	30,034	1,988,376
Triple Flip		1,958,342	994,188	964,154	50.77	30,034	1,988,376
Sub-total Sales & Use Taxes		6,042,207	2,371,431	3,670,776	39.25%	70,123	4,912,330

Business License Taxes									
3240-0000	BUSINESS LICENSE TAXES	970,000	156,227	813,773	16.11	970,000			
3240-3243	SWAPMEET BUSINESS LICENSE	55,000	35,352	19,648	64.28	55,000			
	Business License Taxes	1,025,000	191,579	833,421	18.69%	1,025,000	0		
Franchise Fees									
3230-0000	FRANCHISES	143,000	3,780	139,220	2.64	143,000			
3231-0000	CABLE TV FRANCHISE	120,000	32,337	87,663	26.95	120,000			
3232-0000	VEHICLE TOW FRANCHISE FEE	32,000	13,095	18,905	40.92	26,000	(6,000)		
3234-0000	REPUBLIC SERVS INC FRANCHISE FEES	0	50,000	-50,000	0.00	100,000	100,000		
	Franchise Fees	295,000	99,212	195,788	33.63%	389,000	94,000		
Admissions Taxes									
3260-0000	ADMISSION TAXES	820,004	249,256	570,748	30.40	820,004			
	Admissions Taxes	820,004	249,256	570,748	30.40%	820,004	0		
Construction Permits									
3320-0000	CONSTRUCTION PERMITS	173,000	109,345	63,655	63.21	173,000			
3325-0000	COMMERCIAL AND HOME OCCUPANCY PERMI	22,000	13,753	8,247	62.51	22,000			
3330-0000	PLANNING REVIEW	10,000	8,517	1,483	85.17	10,000			
3335-0000	GARAGE SALE PERMITS	4,000	2,377	1,623	59.43	4,000			
3350-0000	BUSINESS LICENSE PERMITS	15,000	11,676	3,324	77.84	15,000			
3390-0000	BANNER AND SIGN PERMITS	12,000	8,398	3,602	69.99	12,000			
	Construction Permits	236,000	154,066	81,934	65.28%	236,000	0		
Parking Citations									
3430-0000	PARKING CITATIONS	565,500	291,496	274,004	51.55	565,500			
	Parking Citations	565,500	291,496	274,004	51.55%	565,500	0		
Interest & Rental Income									
3500-0000	INTEREST INCOME	1,000	0	1,000	0.00	1,000			
3520-0000	RENTAL INCOME	215,000	107,495	107,505	50.00	215,000			
3520-0100	COUNCIL CHAMBERS RENTAL	0.00	0.00	0.00	0.00	0			
3520-0200	RENTAL INCOME-FUTURE CITY YARD	0.00	0.00	0.00	0.00	0			
3530-0000	OPD RENTAL	0.00	0.00	0.00	0.00	0			
3550-0000	INTEREST INCOME-SEAFIRST BANK	0.00	0.00	0.00	0.00	0			
3551-0000	INTEREST INCOME-BANK/AMERICA	0.00	0.00	0.00	0.00	0			
3553-0000	INT INCOME-CITY LOANS TO RDA	0.00	0.00	0.00	0.00	0			
3599-0000	MISCELLANEOUS RENTAL INCOME	0.00	0.00	0.00	0.00	0			
	Interest & Rental Income	216,000	107,495	108,505	49.77%	216,000	0		

RDA & Misc. Reimbursements									
3655-0000	P.O.S.T. REIMBURSEMENT	8,000	3,097	4,903	38.71			8,000	
3685-0000	CALIF REIMB FOR MANDATED COSTS	11,000	0	11,000	0.00	(5,000)		6,000	
3688-0000	CORRECTIONS TRAINING	6,303	2,960	3,343	46.96			6,303	
3699-0000	MISCELLANEOUS REIMBURSEMENTS	500	0	500	0.00			500	
3725-0000	BOOKING & PROCESSING FEE REIMB	130,000	10,825	119,175	8.33	(70,000)		60,000	
3770-1335	SNACK BAR	0	6,782	-6,782	0.00	6,782		6,782	
3770-1338	SWIM LESSONS	35,000	44,285	-9,285	126.53	18,285		53,285	
3950-0000	PROPERTY DAMAGE REIMBURSEMENT	24,000	2,368	21,632	9.87			24,000	
		214,803	70,317	144,486	32.74%	(49,933)		164,870	
RDA & Misc. Reimbursements									
Motor Vehicle In-Lieu (VLF)									
3605-0000	MOTOR VEHICLE IN-LIEU TAX	0	10,762	-10,762	0.00	10,762		10,762	
		0	10,762	-10,762	0.00%	10,762		10,762	
Motor Vehicle In-Lieu (VLF)									
Charges for Current Services									
3240-3245	BUSINESS LICENSE PROCESSING FEE	72,000	31,262	40,738	43.42			72,000.00	
3715-0000	SPECIAL POLICE SERVICES	210,000	123,050	86,950	58.60			210,000	
3720-0000	FINGERPRINT SERVICES	45,000	23,016	21,984	51.15			45,000	
3720-3721	FINGERPRINT - LIVESCAN SERVICES	42,050	23,536	18,514	55.97			42,050	
3726-0000	VEHICLE INSPECTION FEES	20,000	7,280	12,720	36.40			20,000	
3730-0000	ENGINEERING & INSPECTION FEES	15,000	84,216	-69,216	561.44	69,216		84,216	
3783-0000	VEHICLE ADMIN. PROCESSING FEE	15,000	5,100	9,900	34.00			15,000	
		419,050	297,460	121,590	70.98%	69,216		488,266	
Charges for Current Services									

Sales of Property & Other Revenues

3250-0000	DOCUMENTARY TAXES	37,000	23,802	13,198	64.33	37,000.00
3345-0000	ATM TRANSACTION FEE	2,000	2,675	-675	133.74	2,675
3351-0000	SB1186 STATE FEE	1,916	989	927	51.62	1,916
3415-0000	VEHICLE REPOSESSION FEES	1,000	375	625	37.50	1,000
3420-0000	GENERAL COURT FINES	9,000	3,822	5,178	42.47	9,000
3425-0000	CODE ENFORCEMENT CITATIONS	12,000	3,680	8,320	30.67	12,000
3510-0000	FILMING REVENUE	22,298	49,322	-27,024	221.20	49,322
3705-0000	ZONING & PLANNING FEES	45,000	55,985	-10,985	124.41	55,985
3706-0000	PUBLIC NOTIFICATION FEES	2,000	3,177	-1,177	158.87	3,177
3708-0000	ENVIRONMENTAL ASSESSMENT FEES	810	1,428	-618	176.30	1,428
3710-0000	DUPLICATING FEES	17,500	9,061	8,439	51.78	17,500
3714-0000	INSPECTION UPON RESALE PROGRAM	12,500	14,880	-2,380	119.04	14,880
3719-0154	AIMS MAINT & DEVELOP SURCHARGE EDGESC	27,400	15,301	12,099	55.84	27,400
3723-0000	DUI RECOVERY COST PROGRAM	3,500	1,029	2,471	29.39	3,500
3728-0000	VENDOR INSPECTION FEES	0	5,752	-5,752	0.00	5,752
3731-0000	SWIMMING POOL AREA RENTAL FEES	45,000	11,811	33,190	26.25	15,000
3732-0000	UPSTAIRS BANQUET RENTAL AT REC PARK	8,000	13,560	-5,560	169.50	14,003
3733-0000	SWIM TEAM FEES	100,000	51,652	48,348	51.65	134,652
3734-0000	CLASSES/AEROBICS	15,000	5,984	9,016	39.89	9,000
3735-3661	CNG FUELING STATION	300,000	233,802	66,198	77.93	320,000
3740-0000	WEED ABATEMENT PROGRAM	500	0	500	0.00	500
3777-0000	FACILITY RENTAL	55,000	66,620	-11,620	121.13	66,620
3779-0000	SWIMMING POOL	107,000	12,997	94,003	12.15	25,569
3780-0000	COURT COMMITMENT PROGRAM	150,000	66,400	83,600	44.27	150,000
3781-0000	IMPOUNDED VEHICLES	55,000	15,363	39,637	27.93	55,000
3785-0000	ALARM FEES	27,000	17,477	9,524	64.73	27,000
3855-0000	PARKING METER REV-CIVIC CENTER	90,000	33,290	56,710	36.99	90,000
3890-0195	RELAY FOR LIFE	1,500	1,086	414	72.40	1,500
3901-0000	MISCELLANEOUS REVENUE	80,000	34,021	45,979	42.53	80,000
3904-0000	VENDING MACHINE	0	4,245	-4,245	0.00	4,700
3907-0000	REFUND OF EXCISE TAXES	50,000	27,254	22,746	54.51	50,000
3908-0000	MISCELLANEOUS REVENUE - SWIMMING POOL	0	1,290	-1,290	0.00	2,700
3930-0000	MALL MAINTENANCE LEVY	101,520	4,370	97,150	4.30	101,520
3947-0000	SA ADMINISTRATIVE COST ALLOWANCE	194,250	92,045	102,205	47.38	156,645
3960-0000	AREA B ASSESSMENT ADMIN LEVY	1,500	158	1,342	10.55	1,500
Sales of Property & Other Revenues		1,575,194	884,702	690,492	56.16%	1,548,444
					(26,750)	

Transfers from Other Funds

3795-0000 ADMINISTRATIVE OVERHEAD	1,071,231	624,885	446,346	58.33		1,071,231
3910-0000 SALE OF PROPERTY & EQUIPMENT	200,000	16,631	183,369	8.32		200,000
3961-0000 TRANSFER FROM GAS TAX FUND	363,852	212,247	151,605	58.33	6,000	369,852
3963-0000 TRANSFER FROM TRAFFIC SAFETY	31,825	18,565	13,260	58.33		31,825
3968-0000 TRANSFER FROM PROP C FUND	119,682	69,815	49,868	58.33		119,682
3972-0000 TRNSFR FROM COPS SLESF FUND 2	100,000	58,333	41,667	58.33		100,000
3978-0000 TRANS FROM RETIREMENT TAX FUND	1,974,472	0	1,974,472	0.00	(1,974,472)	0
3979-0000 TRANSFER FROM PAVEMENT MANAGEMENT F	230,326	134,357	95,969	58.33		230,326
3986-0000 TRANSFER FROM PARKING M & O	36,088	0	36,088	0.00	(36,088)	0
3992-0000 TRANSFER FROM SEWER	60,000	35,000	25,000	58.33		60,000
3995-0000 TRANSFER FROM THE WATER FUND	61,000	35,583	25,417	58.33		61,000
	4,248,476	1,205,415	3,043,061	28.37%	(2,004,560)	2,243,916

Transfers from Other Funds**Fees, Permits and Other Revenues**

	8,590,027	3,370,180	5,219,847	39.23%	(1,907,265)	6,682,762
Total General Fund Revenue Sources	18,486,459	7,494,150	10,992,309	40.54%	(1,909,901)	15,376,558

006 SELF-INSURANCE FUND

Account Number	Adopted Budget	Actuals as of 1/31/2014	Balance	Prct Rcvd	Mid Year Adjustments	End of Year Estimate
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3901-0000 MISCELLANEOUS REVENUE	0	25,313	-25,313	0.00	25,313	25,313
3925-0000 WORKER'S COMP PREMIUM TRANSFER	1,053,787	452,833	600,954	42.97		1,053,787
3926-0000 GENERAL LIAB. PREMIUM TRANSFER	0	0	0	0.00		0
3970-0000 TRANSFER FROM GENERAL FUND	100,000	58,333	41,667	58.33		100,000
Total SELF-INSURANCE FUND	1,153,787	536,479	617,308	46.50	25,313	1,179,100

006 SELF-INSURANCE FUND

002 SLESF/COPS

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year</i>	<i>End of Year</i>
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3679-0000 COPS MORE	100,000.00	66,817.54	33,182.46	66.82		100,000
3679-2206 SLESF - SUPPLEMENTAL LAW ENFRMNT SE	0.00	0.00	0.00	0.00		0
Total SLESF/COPS	100,000.00	66,817.54	33,182.46	66.82	0	100,000

007 TRANSPORTATION SALES TAX FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year</i>	<i>End of Year</i>
3210-0000 SALES AND USE TAXES	406,822.00	232,800.47	174,021.53	57.22		406,822
3500-0000 INTEREST INCOME	2,000.00	0.00	2,000.00	0.00		2,000
3792-0000 TRANSPORTATION TRIPS	0.00	0.00	0.00	0.00		0
3794-0000 DIAL-A-RIDE TICKETS	6,213.00	2,612.78	3,600.22	42.05		6,213
3794-3630 AQMD NATURAL GAS TROLLEYS	9,527.00	9,138.07	388.93	95.92		9,527
3796-0000 MTA BUS PASS SUBSIDY	9,260.00	5,503.00	3,757.00	59.43		9,260
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3970-0000 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00		0
3978-0000 TRANS FROM RETIREMENT TAX FUND	9,199.00	0.00	9,199.00	0.00		9,199
Total TRANSPORTATION SALES TAX FUND	443,021.00	250,054.32	192,966.68	56.44	0	443,021

008 PROP C FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year</i>	<i>End of Year</i>
3210-0000 SALES AND USE TAXES	337,148.00	193,497.17	143,650.83	57.39		337,148
3210-0558 5TH STREET PAVEMENT & SIDEWALK	0.00	0.00	0.00	0.00		0
3210-0559 MISSION BLVD RECONSTRUCTION	0.00	0.00	0.00	0.00		0
3500-0000 INTEREST INCOME	300.00	0.00	300.00	0.00		300
3699-0000 MISCELLANEOUS REIMBURSEMENTS	0.00	0.00	0.00	0.00		0
3699-0559 MISSION ST REHAB-ST STRM DMGE	0.00	0.00	0.00	0.00		0
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3940-0000 GRANT PROCEEDS	0.00	0.00	0.00	0.00		0
3970-0000 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00		0
3978-0000 TRANS FROM RETIREMENT TAX FUND	22,884.00	0.00	22,884.00	0.00		22,884
3979-0000 TRANSFER FROM PAVEMENT MANAGEMENT F	0.00	0.00	0.00	0.00		0
Total PROP C FUND	360,332.00	193,497.17	166,834.83	53.70	0	360,332

009 PROP "C"-DISCRETIONARY

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3675-0000 PROP C DISCRETIONARY	0.00	0.00	0.00	0.00		0
Total PROP "C"-DISCRETIONARY	0.00	0.00	0.00	0.00		0

010 GRANT FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3600-3624 TIP LAE0127- SEC 5309 FTF CA040088	260,000.00	101,834.48	158,165.52	39.17		260,000
3606-3749 NEA LEARNING IN THE ARTS #08-5100-8103	57,000.00	0.00	57,000.00	0.00		57,000
3686-6676 CALTRANS TCSP TRUMAN-ST. ENHANCEMENT	236,154.00	850.45	235,303.55	0.36		236,154
3690-3620 BICYCLE TRANSPORTATION ACCOUNT	164,123.00	0.00	164,123.00	0.00		164,123
3690-3657 CALIFORNIA ARTS COUNCIL #AS-13-0318	11,041.00	0.00	11,041.00	0.00	(11,041)	0
3690-3693 NEA ARTS EDUCATION #12-5100-7024	0.00	50,000.00	-50,000.00	0.00		0
3696-3449 "911" SECURITY UPGRADE	3,807.00	0.00	3,807.00	0.00		3,807
3696-3609 LOPEZ ADOBE CONSTRUCTION	156,755.00	43,200.00	113,555.00	27.56		156,755
3696-3634 AVOID THE 100 DUI CAMPAIGN #AL1343	0.00	1,762.64	-1,762.64	0.00		0
3696-3641 COPS SAFE SCHOOLS #2010CKWX0433	65,699.00	63,361.92	2,337.08	96.44		65,699
3696-3646 JAG 10 #DJ-BX-1541	12,853.00	0.00	12,853.00	0.00		12,853
3696-3685 OFFICE OF TRAFFIC SAFETY GRT NO. PT1347	0.00	28,191.44	-28,191.44	0.00		0
3696-3713 ALCOHOLIC BEVERAGE CONTROL (ABC) GRAN	38,905.00	11,235.91	27,669.09	28.88		38,905
3697-3631 ALLIANCE FOR CA TRADITIONAL ARTS 2013	7,500.00	0.00	7,500.00	0.00		7,500
3697-3649 KAISER FOUNDATION HOSPITALS	20,000.00	14,000.00	6,000.00	70.00		20,000
3697-3750 CONGREGATE MEALS C1 COUNTY ASSISTANC	46,803.00	26,214.92	20,588.08	56.01		46,803
3697-3752 HOME DELIVERED MEALS C2 COUNTY ASSIST	37,074.00	21,845.90	15,228.10	58.93		37,074
3697-3753 TITLE III-B TELEPHONE REASSURANCE PRG	1,000.00	10.20	989.80	1.02		1,000
3769-1371 GRIDLEY/MORNINGSIDE SCHL NFRCHM	243,434.00	2,513.20	240,920.80	1.03	(243,434)	0
3900-7500 HERITAGE PARK - UP19028	0.00	0.00	0.00	0.00		0
3901-0000 MISCELLANEOUS REVENUE	1,375,990.00	0.25	1,375,989.75	0.00	(470,831)	905,159
3901-3750 CONGREGATE MEALS C1 CONTRIBUTIONS	8,000.00	6,838.95	1,161.05	85.49		8,000
3901-3752 HOME DELIVERED MEALS C2 CONTRIBUTIONS	8,000.00	1,965.55	6,034.45	24.57		8,000
3940-3661 CNG FUELING STATION	200,000.00	0.00	200,000.00	0.00		200,000
3970-0000 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00		0
Total GRANT FUND	2,954,138.00	373,825.81	2,580,312.19	12.65	(725,306)	2,228,832

011 STATE GAS TAX FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3610-0000 GAS TAX ALLOCATION SECT 2105	110,000.00	55,973.10	54,026.90	50.88		110,000
3611-0000 GAS TAX ALLOCATION SECT 2106	100,000.00	41,221.36	58,778.64	41.22		100,000
3612-0000 GAS TAX ALLOCATION SECT 2107	180,000.00	91,384.11	88,615.89	50.77		180,000
3613-0000 GAS TAX ALLOCATION SECTION 2103	256,036.00	181,665.06	74,370.94	70.95		256,036
3615-0000 GAS TAX ALLOCATION SECT 2107.5	6,000.00	0.00	6,000.00	0.00		6,000
3617-0000 TRAFFIC CONGESTION RELIEF	0.00	0.00	0.00	0.00		0
3619-0000 PROP 1B BOND	22,380.00	0.00	22,380.00	0.00		22,380
3978-0000 TRANS FROM RETIREMENT TAX FUND	14,401.00	0.00	14,401.00	0.00		14,401
Total STATE GAS TAX FUND	688,817.00	370,243.63	318,573.37	53.75	0	688,817

012 MEASURE R LOCAL RETURN FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3210-0000 SALES AND USE TAXES	253,086.00	143,884.35	109,201.65	56.85		253,086
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3970-0000 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00		0
3978-0000 TRANS FROM RETIREMENT TAX FUND	1,126.00	0.00	1,126.00	0.00		1,126
Total MEASURE R LOCAL RETURN FUND	254,212.00	143,884.35	110,327.65	56.60	0	254,212

013 TRAFFIC SAFETY FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3410-0000 VEHICLE CODE FINES	37,917.00	8,317.33	29,599.67	21.94	(19,917)	18,000
3410-1348 PD PROP ROOM.COM	0.00	0.00	0.00	0.00		0
3430-0000 PARKING CITATIONS	0.00	0.00	0.00	0.00		0
3910-0000 SALE OF PROPERTY & EQUIPMENT	0.00	18,351.00	-18,351.00	0.00	18,351	18,351
Total TRAFFIC SAFETY FUND	37,917.00	26,668.33	11,248.67	70.33	(1,566)	36,351

015 TDA-TRANSPORTATION DEV. ACT

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3695-0000 PEDESTRIAN FACILITY RECEIPTS	0.00	0.00	0.00	0.00		0
3695-0866 SIDEWALK REPAIR PROJECT	19,521.00	0.00	19,521.00	0.00		19,521
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3961-0000 TRANSFER FROM GAS TAX FUND	0.00	0.00	0.00	0.00		0
3970-0000 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00		0
Total TDA-TRANSPORTATION DEV. ACT	19,521.00	0.00	19,521.00	0.00	0	19,521

016 AIR QUALITY MANAGEMENT DISTRICT

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3605-0000 MOTOR VEHICLE IN-LIEU TAX	29,000.00	7,639.99	21,360.01	26.34		29,000
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3970-0000 SALE OF PROPERTY & EQUIPMENT	0.00	4,775.00	-4,775.00	0.00	4,775	4,775
Total AIR QUALITY MANAGEMENT DISTRICT	29,000.00	12,414.99	16,585.01	42.81	4,775	33,775

017 RECREATION

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3770-1322 SENIOR AEROBICS	5,000.00	3,145.00	1,855.00	62.90	1,290	6,290
3770-1326 KARATE	9,000.00	5,917.00	3,083.00	65.74	1,234	10,234
3770-1328 YOUTH SPORTS	20,000.00	16,406.50	3,593.50	82.03	2,997	22,997
3770-1329 YOUTH FLAG FOOTBALL	0.00	170.00	-170.00	0.00	170	170
3770-1334 ADULT SOFTBALL	0.00	640.00	-640.00	0.00	640	640
3770-1337 AEROBICS	20,000.00	10,714.00	9,286.00	53.57	(192)	19,808
3770-1338 SWIM LESSONS	0.00	0.00	0.00	0.00	0	0
3770-1339 LINE DANCE CLASS	800.00	515.00	285.00	64.38	(70)	730
3770-1362 FOLK DANCE	4,000.00	3,610.00	390.00	90.25	1,420	5,420
3770-1364 AZTEC DANCE	350.00	175.00	175.00	50.00	(90)	260
3770-1385 YOUTH SERVICES	0.00	0.00	0.00	0.00	751	751
3770-1397 PARK REC PROG-FCLTY ATTENDANTS	0.00	4,035.00	-4,035.00	0.00	4,035	4,035
3770-1399 PARK REC PROG-DAY CAMP PROGRAM	50,000.00	48,278.80	1,721.20	96.56	18,776	68,776
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0	0
3970-0000 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0	0
3970-1336 TRANSFER FROM GENL FUND-BOXING	0.00	0.00	0.00	0.00	0	0
3978-0000 TRANS FROM RETIREMENT TAX FUND	0.00	0.00	0.00	0.00	0	0
Total RECREATION	109,150.00	93,606.30	15,543.70	85.76	30,961	140,111

018 RETIREMENT FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3110-0000 SECURED PROPERTY TAXES-CURR YR	3,624,600.00	1,254,754.15	2,369,845.85	34.62	(800,000)	2,824,600
3120-0000 UNSECURED PROPERTY TAXES C/Y	60,000.00	85,062.13	-25,062.13	141.77	25,062	85,062
3130-0000 PRIOR YEARS PROPERTY TAXES	0.00	2,643.16	-2,643.16	0.00	2,643	2,643
3150-0000 PROPERTY TAX PENALTIES & INT	70,000.00	43,136.01	26,863.99	61.62	70,000	70,000
3175-0000 PROJECT 4 TAX LEVY	0.00	0.00	0.00	0.00	0	0
3181-0000 PROJECT 1 TAX LEVY	0.00	0.00	0.00	0.00	0	0
3183-0000 PROJECT 1A TAX LEVY	0.00	0.00	0.00	0.00	0	0
3185-0000 PROJECT 2 TAX LEVY	0.00	0.00	0.00	0.00	0	0
3188-0000 PROJECT 3 TAX LEVY	0.00	0.00	0.00	0.00	0	0
3191-0000 PROJECT 3A TAX LEVY	0.00	0.00	0.00	0.00	0	0
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00	0	0
3625-0000 HOMEOWNERS PROPERTY TAX RELIEF	47,000.00	18,882.03	28,117.97	40.17	47,000	47,000
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0	0
3993-0000 TRANSFER FROM PROJECT 4 DEBT SERV.	0.00	0.00	0.00	0.00	0	0
Total RETIREMENT FUND	3,801,600.00	1,404,477.48	2,397,122.52	36.94	(772,295)	3,029,305

019 QUMBY ACT FEES

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST INCOME	100.00	0.00	100.00	0.00		100
3880-0000 QUMBY PARK FEES	0.00	0.00	0.00	0.00		0
3901-0000 MISCELLANEOUS REVENUE	0.00	11,848.42	-11,848.42	0.00	11,848	11,848
Total QUMBY ACT FEES	100.00	11,848.42	-11,748.42	11848.42	11,848	11,948

020 STATE ASSET SEIZURE FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3520-0000 RENTAL INCOME	0.00	0.00	0.00	0.00		0
3686-0000 PUBLIC WORKS GRANTS	0.00	0.00	0.00	0.00		0
3715-0000 SPECIAL POLICE SERVICES	0.00	0.00	0.00	0.00		0
3875-0000 ASSET FORFEITURE FUND	2,000.00	3,802.77	-1,802.77	190.14	1,803	3,803
3980-0000 TRANSFER FROM ASSET SEIZURE	0.00	0.00	0.00	0.00		0
Total STATE ASSET SEIZURE FUND	2,000.00	3,802.77	-1,802.77	190.14	1,803	3,803

021 FEDERAL ASSET SEIZURE FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST AND RENTS	0.00	0.00	0.00	0.00		0
3715-0000 SPECIAL POLICE SERVICES	0.00	0.00	0.00	0.00		0
3875-0000 ASSET FORFEITURE FUND	0.00	0.00	0.00	0.00		0
3910-0000 SALE OF PROPERTY & EQUIPMENT	0.00	0.00	0.00	0.00		0
3978-0000 TRANS FROM RETIREMENT TAX FUND	0.00	0.00	0.00	0.00		0
Total FEDERAL ASSET SEIZURE FUND	0.00	0.00	0.00	0.00	0	0

022 SURFACE TRANSP. PROG.-LOCAL FUND (STP-L)

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3210-0000 SALES AND USE TAXES	0.00	281,831.00	-281,831.00	0.00	281,831	281,831
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3970-0000 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00		0
Total SURFACE TRANSP. PROG.-LOCAL FUND (STP)	0.00	281,831.00	-281,831.00	0.00	281,831	281,831

026 CDBG FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3693-7517 SECTION 108 LOAN	245,290.00	0.00	245,290.00	0.00		245,290
3970-0000 TRANSFER FROM GENERAL FUND	102,785.00	59,957.94	42,827.06	58.33		102,785
Total CDBG FUND	348,075.00	59,957.94	288,117.06	17.23	0	348,075

027 STREET LIGHTING FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3110-0000 SECURED PROPERTY TAXES-CURR YR	321,571.00	165,506.02	156,064.98	51.47		321,571
3130-0000 PRIOR YEARS PROPERTY TAXES	0.00	0.00	0.00	0.00		0
3150-0000 PROPERTY TAX PENALTIES & INT	12,000.00	5,855.97	6,144.03	48.80		12,000
3699-0000 MISCELLANEOUS REIMBURSEMENTS	0.00	0.00	0.00	0.00		0
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3912-0000 TRANSFER FROM MEASURE R	0.00	0.00	0.00	0.00		0
3950-0000 PROPERTY DAMAGE REIMBURSEMENT	0.00	0.00	0.00	0.00		0
3970-0000 TRANSFER FROM GENERAL FUND	12,413.00	7,240.94	5,172.06	58.33		12,413
3978-0000 TRANS FROM RETIREMENT TAX FUND	19,731.00	0.00	19,731.00	0.00		19,731
Total STREET LIGHTING FUND	365,715.00	178,602.93	187,112.07	48.84	0	365,715

029 PARKING MAINT & OPER FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3520-0000 RENTAL INCOME	12,800.00	7,466.69	5,333.31	58.33		12,800
3850-0000 PARKING METER REVENUE-STREETS	145,827.00	86,163.21	59,663.79	59.09		145,827
3870-0000 BUSINESS LICENSE TAX-AREA A	49,129.00	4,733.29	44,395.71	9.63		49,129
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3978-0000 TRANS FROM RETIREMENT TAX FUND	14,835.00	0.00	14,835.00	0.00		14,835
Total PARKING MAINT & OPER FUND	222,591.00	98,363.19	124,227.81	44.19	0	222,591

050 PAVEMENT MANAGEMENT FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3800-0000 MISCELLANEOUS REVENUE	327,206.00	152,221.27	174,984.73	46.52	(100,000)	227,206
3820-0000 DELINQUENT PENALTIES	0.00	0.00	0.00	0.00		0
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3978-0000 TRANS FROM RETIREMENT TAX FUND	2,798.00	0.00	2,798.00	0.00		2,798
3990-0000 TRANSFER FROM REFUND FUND	0.00	0.00	0.00	0.00		0
3992-0000 TRANSFER FROM SEWER FUND	0.00	0.00	0.00	0.00		0
3995-0000 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00		0
Total PAVEMENT MANAGEMENT FUND	330,004.00	152,221.27	177,782.73	46.13	(100,000)	230,004

070 WATER FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST INCOME	1,353.00	0.00	1,353.00	0.00		1,353
3520-0000 RENTAL INCOME	0.00	0.00	0.00	0.00		0
3699-0000 MISCELLANEOUS REIMBURSEMENTS	0.00	0.00	0.00	0.00		0
3800-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3810-0000 SALE OF WATER	3,240,020.00	1,706,262.12	1,533,757.88	52.66		3,240,020
3820-0000 DELINQUENT PENALTIES	66,787.00	39,324.33	27,462.67	58.88		66,787
3830-0000 METER & FIRE SERVICE	115,418.00	53,007.27	62,410.73	45.93		115,418
3835-0000 WATER INSTALLATION CHARGE	42,623.00	13,899.00	28,724.00	32.61		42,623
3840-0000 CAPITAL FACILITY CHARGES	33,338.00	42,523.00	-9,185.00	127.55	9,185	42,523
3901-0000 MISCELLANEOUS REVENUE	15,205.00	8,778.30	6,426.70	57.73		15,205
3978-0000 TRANS FROM RETIREMENT TAX FUND	217,027.00	0.00	217,027.00	0.00		217,027
3990-0000 TRANSFER FROM REFUSE FUND	0.00	0.00	0.00	0.00		0
3992-0000 TRANSFER FROM SEWER	0.00	0.00	0.00	0.00		0
Total WATER FUND	3,731,771.00	1,863,794.02	1,867,976.98	49.94	9,185	3,740,956

072 SEWER FUND

<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>
3500-0000 INTEREST INCOME	15,000.00	3,270.00	11,730.00	21.80		15,000
3699-0000 MISCELLANEOUS REIMBURSEMENTS	0.00	0.00	0.00	0.00		0
3745-0000 SEWER SERVICE CHARGES	2,971,837.00	1,440,333.97	1,531,503.03	48.47		2,971,837
3810-0000 SEWER COLLECTIONS-MO. BILLS	0.00	0.00	0.00	0.00		0
3820-0000 DELINQUENT PENALTIES	36,000.00	17,912.00	18,088.00	49.76		36,000
3821-0000 INDUSTRIAL WASTE PERMITS	20,000.00	13,460.61	6,539.39	67.30		20,000
3840-0000 CAPITAL FACILITY CHARGES	50,000.00	49,682.78	317.22	99.37		50,000
3885-0000 BACKFLOW PREVENTION FEE	13,800.00	6,318.61	7,481.39	45.79		13,800
3901-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00		0
3978-0000 TRANS FROM RETIREMENT TAX FUND	84,898.00	0.00	84,898.00	0.00		84,898
3997-0000 TRANSFER FROM REDEVELOPMENT	0.00	0.00	0.00	0.00		0
Total SEWER FUND	3,191,535.00	1,530,977.97	1,660,557.03	47.97	0	3,191,535

073 REFUSE DISPOSAL FUND

Account Number	Adopted Budget	Actuals as of 1/31/2014	Balance	Prct Rcvd	Mid Year Adjustments	End of Year Estimate
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3755-0000 REFUSE COLLECTION FEES	1,014,623.00	472,996.49	541,626.51	46.62		1,014,623
3760-0000 RECYCLING PROGRAM FEES	86,000.00	39,473.21	46,526.79	45.90		86,000
3810-0000 REFUSE COLLECTIONS-MO BILLS	0.00	0.00	0.00	0.00		0
3812-0000 STREET SWEEPING CHARGES	0.00	0.00	0.00	0.00		0
3820-0000 DELINQUENT PENALTIES	20,000.00	8,907.25	11,092.75	44.54		20,000
3901-0000 MISCELLANEOUS REVENUE	0.00	121,352.00	-121,352.00	0.00	121,352	121,352
3978-0000 TRANS FROM RETIREMENT TAX FUND	8,454.00	0.00	8,454.00	0.00		8,454
Total REFUSE DISPOSAL FUND	1,129,077.00	642,728.95	486,348.05	56.93	121,352	1,250,429

098 SUCCESSOR AGENCY TO THE S.F. RDA

Account Number	Adopted Budget	Actuals as of 1/31/2014	Balance	Prct Rcvd	Mid Year Adjustments	End of Year Estimate
3175-0000 PROJECT 4 TAX LEVY	0.00	0.00	0.00	0.00		0
3181-0000 PROJECT 1 TAX LEVY	0.00	0.00	0.00	0.00		0
3183-0000 PROJECT 1A TAX LEVY	0.00	0.00	0.00	0.00		0
3185-0000 PROJECT 2 TAX LEVY	0.00	0.00	0.00	0.00		0
3188-0000 PROJECT 3 TAX LEVY	0.00	0.00	0.00	0.00		0
3191-0000 PROJECT 3A TAX LEVY	0.00	0.00	0.00	0.00		0
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3500-0183 LIBRARY/MACLAY PROJECT	0.00	6,484.00	-6,484.00	0.00	6,484	6,484
3691-0183 LIBRARY/MACLAY PROJECT	0.00	20,534.00	-20,534.00	0.00	20,534	20,534
3901-0000 MISCELLANEOUS REVENUE	0.00	19.52	-19.52	0.00	19	19
3910-0091 SALE OF PROPERTY & EQUIPMENT	0.00	125,000.00	-125,000.00	0.00	125,000	125,000
3981-0000 TRANSFER FROM AREA 1 - DEBT SERV.	0.00	0.00	0.00	0.00		0
3983-0000 TRANSFER FROM PROJECT 1A	0.00	0.00	0.00	0.00		0
3985-0000 TRANSFER FROM PROJECT 2	0.00	0.00	0.00	0.00		0
3988-0000 TRANSFER FROM PROJECT 3	0.00	0.00	0.00	0.00		0
3989-0000 TRANSFER FROM PROJECT AREA 3 PROJ FUN	0.00	0.00	0.00	0.00		0
3991-0000 TRANSFER FROM PROJECT 3A DEBT SERV.	0.00	0.00	0.00	0.00		0
3993-0000 TRANSFER FROM PROJECT 4 DEBT SERV.	0.00	0.00	0.00	0.00		0
Total SUCCESSOR AGENCY TO THE S.F. RDA	0.00	152,037.52	-152,037.52	0.00	152,037	152,037

101 AB 109 TASK FORCE (STATE)						
Account Number	Adopted Budget	Actuals as of 1/31/2014	Balance	Prct Rcvd	Mid Year Adjustments	End of Year Estimate
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3696-0101 AB109 TASK FORCE (STATE)	0.00	90,000.00	-90,000.00	0.00	90,000	90,000
Total AB 109 TASK FORCE (STATE)	0.00	90,000.00	-90,000.00	0.00	90,000	90,000
103 GRIDLEY ELEMENTARY						
Account Number	Adopted Budget	Actuals as of 1/31/2014	Balance	Prct Rcvd	Mid Year Adjustments	End of Year Estimate
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3697-0103 GRIDLEY ELEMENTARY	0.00	42,867.92	-42,867.92	0.00	112,692	112,692
3900-0000 OTHER REVENUE	0.00	0.00	0.00	0.00		0
Total GRIDLEY ELEMENTARY	0.00	42,867.92	-42,867.92	0.00	112,692	112,692
104 MORNINGSIDE ELEMENTARY						
Account Number	Adopted Budget	Actuals as of 1/31/2014	Balance	Prct Rcvd	Mid Year Adjustments	End of Year Estimate
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0
3697-0104 MORNINGSIDE ELEMENTARY	0.00	50,351.20	-50,351.20	0.00	130,744	130,744
3900-0000 OTHER REVENUE	0.00	0.00	0.00	0.00		0
Total MORNINGSIDE ELEMENTARY	0.00	50,351.20	-50,351.20	0.00	130,744	130,744
105 HUD GRANT (EDI) - WAYFINDING SIGNAGE						
Account Number	Adopted Budget	Actuals as of 1/31/2014	Balance	Prct Rcvd	Mid Year Adjustments	End of Year Estimate
3686-0880 FEDERAL FUNDS	0.00	99,000.00	-99,000.00	0.00	99,000	99,000
Total HUD GRANT (EDI) - WAYFINDING SIGNAGE	0.00	99,000.00	-99,000.00	0.00	99,000	99,000
107 STATE FARM						
Account Number	Adopted Budget	Actuals as of 1/31/2014	Balance	Prct Rcvd	Mid Year Adjustments	End of Year Estimate
3696-3702 STATE FARM	2,500.00	2,500.00	0.00	100.00		2,500
Total STATE FARM	2,500.00	2,500.00	0.00	100.00	0	2,500

108 CALIFORNIA ARTS COUNCIL (STATE)							
<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>	
3697-3657 CALIFORNIA ARTS COUNCIL #AS-13-0318	0.00	9,936.90	-9,936.90	0.00	11,041	11,041	
Total CALIFORNIA ARTS COUNCIL (STATE)	0.00	9,936.90	-9,936.90	0.00	11,041	11,041	
109 NATIONAL ENDOWMENT FOR THE ARTS							
<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>	
3697-3656 ARTS EDUCATION GRT. NO. 13-5100-7047	0.00	0.00	0.00	0.00		0	
Total NATIONAL ENDOWMENT FOR THE ARTS	0.00	0.00	0.00	0.00	0	0	
111 DUI AVOID CAMPAIGN							
<i>Account Number</i>	<i>Adopted Budget</i>	<i>Actuals as of 1/31/2014</i>	<i>Balance</i>	<i>Prct Rcvd</i>	<i>Mid Year Adjustments</i>	<i>End of Year Estimate</i>	
3500-0000 INTEREST INCOME	0.00	0.00	0.00	0.00		0	
3696-0880 FEDERAL FUNDS	0.00	0.00	0.00	0.00		0	
Total DUI AVOID CAMPAIGN	0.00	0.00	0.00	0.00	0	0	

EXHIBIT "2"

City of San Fernando
Fiscal Year 2013-2014
Mid-Year Review: Revenue Adjustments
March 3, 2014

General Fund Revenues	Acct #	(Reductions)	Increases	Description
Property Taxes In-Lieu	01-3605-3110		30,034	Based on year to date actual amount received
Sales & Use taxes	01-3210-0000		40,089	Based actuals and consultant (HdL)
Triple Flip/Sales Tax	01-3210-3110		52,241	Based actuals and consultant (HdL)
Residual Tax Revenue	01-3142-0000	(125,000)		No revenue left over from RPTTF
Vehicle Tow Franchise Fees	01-3232-0000	(6,000)		Revenue not anticipated.
Republic Seivces Franchise Fees	01-3234-0000		100,000	Based on year to date actual amount received and new contract
ATM Transaction Fee	01-3345-0000		675	Based on year to date actual amount received
Filming Revenue	01-3510-0000		27,024	Based on year to date actual amount received
Motor Vehicle In-Lieu (VLF)	01-3605-0000		10,762	Based on year to date actual amount received
CA Reimb for Mandated Costs	01-3685-0000	(5,000)		Due to the State deferring and suspending claim reimbursements.
Zoning & Planning Fees	01-3705-0000		10,985	Based on year to date actual amount received
Public Notification Fees	01-3706-0000		1,177	Based on year to date actual amount received
Environmental Assessment Fee	01-3708-0000		618	Based on year to date actual amount received
Inspection Upon Resale Program	01-3714-0000		2,380	Based on year to date actual amount received
Booking & Processing Fee Reimb	01-3725-0000	(70,000)		Revenue not anticipated.
Vendor Inpection Fees	01-3728-0000		5,752	Based on year to date actual amount received
Engineering & Inpection Fees	01-3730-0000		69,216	Based on year to date actual amount received
Swimming Pool Area Rental Fees	01-3731-0000	(30,000)		Based on year to date trend
Upstairs Banquet Rental at Rec Park	01-3732-0000		6,003	Based on year to date actual amount received
Swim Team Fees	01-3733-0000		34,652	Based on year to date trend
Classes/Aerobics	01-3734-0000	(6,000)		Based on year to date trend
Snack Bar	01-3770-1335		6,782	Based on year to date actual amount received
Swimming Lessons	01-3770-1338		18,285	Based on year to date actual amount received
Facility Rental	01-3777-0000		11,620	Based on year to date actual amount received
CNG Fueling Station	01-3775-3661		20,000	Based on year to date trend
Swimming Pool	01-3779-0000	(81,431)		Based on year to date trend
Vending Machine	01-3904-0000		4,700	Based on year to date actual amount received
Miscellaneous Revenue - Swimming Pool	01-3908-0000		2,700	Based on year to date actual amount received
SA Administrative Cost Allowance	01-3947-0000	(37,605)		Administrative Cost Allowance due from the Successor Agency.
Transfers From Other Funds	01-3961-0000		6,000	Transfer from Gas Tax Fund
Transfers From Other Funds	01-3986-0000	(36,088)		Will not receive transfer
Transfers From Other Funds	01-3978-0000	(1,974,472)		Decrease due to charging expenses directly into Retirement Fund
Total General Fund		(2,371,596)	461,695	Net Impact: \$1,909,901 Decrease

Special Fund Revenues	Acct #	(Reductions)	Increases	Description
Self Insurance Misc Rev	06-3901		25,313	ICRMA Reimbursements related to Claims
Grants Fund	10-xxxx	(724,201)		Move budget into separate funds for grants
Traffic Safety Fund	13-3410	(19,917)		Revenue not anticipated.
Traffic Safety Fund	13-3910		18,351	Based on year to date actual amount received
Air Quality Management District	16-3910		4,775	Based on year to date actual amount received
Park & Rec Self Sustaining Fund	17-3770		30,961	Increase in contract class activity
Retirement Fund Secured Taxes	18-3110	(800,000)		Decrease in assesment rate set and no longer receiving debt service override until court case is resolved
Retirement Fund Unsecured Taxes	18-3120		25,062	Based on year to date actual amount received
Retirement Fund Prior Years Taxes	18-3130		2,643	Based on year to date actual amount received
Quimpy Act Fees	19-3901		11,848	Based on rebate received
State Asset Seizure Fund	20-3875		1,803	Based on year to date actual amount received
Surface Transp. Prog-Local (STP-L)	22-3970		281,831	Transferred from Grants Fund
Pavement Management Fund	50-3800	(100,000)		Decrease due to new refuse contract
AB109 Task Force	101-3696		90,000	Transferred from Grants Fund
Gridley Elementary	103-3697		112,692	Transferred from Grants Fund
Morningside Elementary	104-3697		130,744	Transferred from Grants Fund
HUD Grant (EDI) - Wayfinding Signage	105-3686		99,000	Transferred from Grants Fund
Californina Arts Council	108-3697		9,936	Transferred from Grants Fund
Total Special Funds		(1,644,118)	844,959	Net Impact: \$799,159 Decrease
Enterprise Fund Revenues	Acct #	(Reductions)	Increases	Description
Water Fund -Capital Facilities Charges	70-3840-0000		9,185	Based on year to date actual amount received
Refuse Fund - Misc Rev	73-3901-0000		121,352	Based on year to date actual amount received
Total Enterprise Fund		0	130,537	Net Impact: \$130,537 Increase
Total All Funds	City Wide	(4,015,714)	1,437,191	Net Impact: \$2,578,523 Decrease

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EXHIBIT "3"

City of San Fernando Fiscal Year 2013-14 Mid Year Review: General Fund Expenditure Reductions (March 3, 2014)																						
		F/T	F/T	P/T	P/T		Temp Non				Retirement	Health	Health	Retired								
		Salaries	Salaries	Salaries	Salaries	Overtime	Employee Wages	O.A.S.D.I.	O.A.S.D.I.	O.A.S.D.I.	Cost	Insurance	Insurance	Employees Health Benefits	Dental Insurance	Workers Comp	Workers Comp	Workers Comp	Unemployment Insurance	Optical Insurance	Life Insurance	Utilities
	Department/Division	4101	1399-4101	4103	1399-4103	4105	4112	4120	1399-4120	3750-4120	4124	4126	1399-4126	4127	4128	4130	1399-4130	3750-4130	4132	4136	1399-4138	4210
01-101	City Council																					
01-102	Treasury																					
01-105	Administration	(25,060)																				
01-106	Personnel																					
01-110	City Attorney																					
01-112	Labor Attorney																					
01-115	City Clerk																					
01-116	Elections																					
	Other Departments	(25,060)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01-130	Finance	(70,000)		1,800		2,740	70,000	(1,000)				(2,000)			(800)	(740)						
01-140	Building and Safety	(3,000)																				
01-150	Planning/Administration	(6,000)																				
01-152	Community Preservation	(3,000)																				
	Community Development	(12,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01-222	P.D. Admin																					
01-224	Detectives																					
01-225	Patrol	52,786		5,748																		
01-226	Police Reserves/Explorers																					
01-230	Community Service	(58,534)																				-
	Police	(5,748)	-	5,748	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Fire Services																					
01-500	Fires Services - Contract	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01-180	Retirement Related Expenses										(1,974,472)											
	Non-Departmental																					
01-190	CalHFA Sect 108 Loans & Misc																		(2,000)			
01-310	PW Administration																					
01-311	PW Streets											8,472		(8,472)								
01-313	PW Bus Shelters	(15,308)						3,830				4,020			422	6,916				120		
01-320	PW Vehicle Maint.					758																
01-341	Mall Maintenance					5,500																
01-346	Streets, Trees, & Parkways					1,500																
01-370	Traffic Safety					127																
01-371	Traffic Signals					188																
01-390	PW Facilities Mgt																					
	Public Works	(15,308)	-	-	-	8,073	-	3,830	-	-	-	12,492	-	(8,472)	422	6,916	-	-	-	120	-	-
01-420	Recreation	(3,575)																				
01-422	Community Services									1,923								1,013				
01-423	Rec Facilities			11,023				423								713						
01-424	Special Events			(18,282)																		
01-430	Aquatics			3,934				2,189								10,154						16,815
	Parks & Rec	(3,575)	-	(3,325)	-	-	-	2,612	-	1,923	-	-	-	-	-	10,867	-	1,013	-	-	-	16,815
	Total General Fund	(131,691)	-	4,223	-	10,813	70,000	5,442	-	1,923	(1,974,472)	10,492	-	(8,472)	(378)	17,043	-	1,013	(2,000)	120	-	16,815

		F/T	F/T	P/T	P/T		Temp Non				Retirement	Health	Health	Retired	Dental	Workers	Workers	Workers	Unemployment	Optical	Life	
		Salaries	Salaries	Salaries	Salaries	Overtime	Employee Wages	O.A.S.D.I.	O.A.S.D.I.	O.A.S.D.I.	Cost	Insurance	Insurance	Employes Health Benefits	Insurance	Comp	Comp	Comp	Insurance	Insurance	Insurance	Utilities
	Department/Division	4101	1399-4101	4103	1399-4103	4105	4112	4120	1399-4120	3750-4120	4124	4126	1399-4126	4127	4128	4130	1399-4130	3750-4130	4132	4136	4138	4210
70-310	Water - Administration										217,027											
70-383	Water - Distribution																					
70-384	Water - Production																					
72-360	Sewer Fund										84,898											
73-350	Refuse Fund										8,454											
	Total Enterprise Funds	-	-	-	-	-	-	-	-	-	310,379	-	-	-	-	-	-	-	-	-	-	-
		F/T	F/T	P/T	P/T		Temp Non				Retirement	Health	Health	Retired	Dental	Workers	Workers	Workers	Unemployment	Optical	Life	
		Salaries	Salaries	Salaries	Salaries	Overtime	Employee Wages	O.A.S.D.I.	O.A.S.D.I.	O.A.S.D.I.	Cost	Insurance	Insurance	Employes Health Benefits	Insurance	Comp	Comp	Comp	Insurance	Insurance	Insurance	Utilities
	Department/Division	4101	1399-4101	4103	1399-4103	4105	4112	4120	1399-4120	3750-4120	4124	4126	1399-4126	4127	4128	4130	1399-4130	3750-4130	4132	4136	4138	4210
02	SLESF																					
06	Self-Insurance																					
07	Proposition A										9,199											
08	Proposition C										22,884											
10	Grant Fund					(90,000)					27,093											
11	State Gas Tax										14,401											
12	Measure R										1,126											
13	Traffic Safety Fund																					
14	Cash In-Lieu of Parking																					
15	Local Transportation Fund																					
16	Air Quality Management District (AQMD)																					
17	Recreation - Self Sustaining Fund		200		2,755			5,222					1,460				4,952				180	
18	Retirement Fund										1,974,472											
19	Quimby Act Fund																					
20	State Asset Seizure																					
21	Federal Asset Seizure																					
26	Community Development Block Grant (CDBG)																					
27	Street Lighting										19,731											
29	Parking& Maintenance Operations										14,835											
40	State of Emergency																					
41	Equipment Replacement																					
50	Pavement Fund										2,798											
101	AB 109 Task Force					90,000																
103	Gridley Elementary																					
104	Morningside Elementary																					
105	HUD Grant (EDI) - Wayfinding Signage																					
107	State Farm																					
108	California Arts Council (State)																					
109	National Endowment for the Arts																					
111	DUI Avoid Campaign																					
	Total Special Funds	-	200	-	2,755	-	-	-	5,222	-	2,086,539	-	1,460	-	-	-	4,952	-	-	-	180	-
	Total All Funds	(131,691)	200	4,223	2,755	10,813	70,000	5,442	5,222	1,923	422,446	10,492	1,460	(8,472)	(378)	17,043	4,952	1,013	(2,000)	120	180	16,815

City of San Fernando Fiscal Year 2013-14 Mid `																						
		Phone	Advertising	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Profess. Services	Profess. Services	Supplies	Supplies	Supplies	Equip. Supplies	Equip. Supplies	Equip. Maint	Fuel CNG
	Department/Division	4220	4230	4260	1322-4260	1326-4260	1328-4260	1334-4260	1337-4260	1339-4260	1362-4260	3657-4260	3678-4260	4270	0857-4270	4300	0301-4300	3609-4300	4310	0410-4310	4320	3661-4402
01-101	City Council																					
01-102	Treasury																					
01-105	Administration			21,060												(953)						
01-106	Personnel		1,200	4,000										(1,200)								
01-110	City Attorney																					
01-112	Labor Attorney																					
01-115	City Clerk																					
01-116	Elections			552																		
	Other Departments	-	1,200	25,612	-	-	-	-	-	-	-	-	-	(1,200)	-	(953)	-	-	-	-	-	-
01-130	Finance																					
01-140	Building and Safety																					
01-150	Planning/Administration													12,000				520				
01-152	Community Preservation																					
	Community Development	-	-	-	-	-	-	-	-	-	-	-	-	12,000	-	-	-	520	-	-	-	-
01-222	P.D. Admin																					
01-224	Detectives																					
01-225	Patrol																					
01-226	Police Reserves/Explorers																					
01-230	Community Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Police	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Fire Services																					
01-500	Fires Services - Contract	-	-	88,936	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01-180	Retirement Related Expenses																					
	Non-Departmental																					
01-190	CalHFA Sect 108 Loans & Misc																					
01-310	PW Administration			6,000																	1,300	
01-311	PW Streets																					
01-313	PW Bus Shelters																					
01-320	PW Vehicle Maint.																					35,000
01-341	Mall Maintenance																					
01-346	Streets, Trees, & Parkways																					
01-370	Traffic Safety																(127)					
01-371	Traffic Signals																				(188)	
01-390	PW Facilities Mgt																		1,588	(1,588)		
	Public Works	-	-	6,000	-	-	-	-	-	-	-	-	-	-	-	-	(127)	-	1,588	(1,588)	1,112	35,000
01-420	Recreation	3,575																				
01-422	Community Services															(2,936)						
01-423	Rec Facilities																					
01-424	Special Events																					
01-430	Aquatics															(10,154)						
	Parks & Rec	3,575	-	-	-	-	-	-	-	-	-	-	-	-	-	(13,090)	-	-	-	-	-	-
	Total General Fund	3,575	1,200	120,548	-	-	-	-	-	-	-	-	-	10,800	-	(14,043)	(127)	520	1,588	(1,588)	1,112	35,000

		Phone	Advertising	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Profess. Services	Profess. Services	Supplies	Supplies	Supplies	Equip. Supplies	Equip. Supplies	Equip. Maint	Fuel CNG
	Department/Division	4220	4230	4260	1322-4260	1326-4260	1328-4260	1334-4260	1337-4260	1339-4260	1362-4260	3657-4260	3678-4260	4270	0857-4270	4300	0301-4300	3609-4300	4310	0410-4310	4320	3661-4402
70-310	Water - Administration																					
70-383	Water - Distribution																					
70-384	Water - Production														675	5,000			3,000	3,000		
72-360	Sewer Fund																					
73-350	Refuse Fund																					
	Total Enterprise Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	675	5,000	-	-	3,000	3,000	-	-
		Phone	Advertising	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Contract. Services	Profess. Services	Profess. Services	Supplies	Supplies	Supplies	Equip. Supplies	Equip. Supplies	Equip. Maint	Fuel CNG
	Department/Division	4220	4230	4260	1322-4260	1326-4260	1328-4260	1334-4260	1337-4260	1339-4260	1362-4260	3657-4260	3678-4260	4270	0857-4270	4300	0301-4300	3609-4300	4310	0410-4310	4320	3661-4402
02	SLESF																					
06	Self-Insurance																					
07	Proposition A																					
08	Proposition C																					
10	Grant Fund											(11,041)	(57,000)									
11	State Gas Tax													30,000								
12	Measure R																					
13	Traffic Safety Fund																					
14	Cash In-Lieu of Parking																					
15	Local Transportation Fund																					
16	Air Quality Management District (AQ																					
17	Recreation - Self Sustaining Fund				892	(820)	1,370	153	5,880	(334)	797											
18	Retirement Fund																					
19	Quimby Act Fund																					
20	State Asset Seizure																					
21	Federal Asset Seizure																					
26	Community Development Block Grar																					
27	Street Lighting																					
29	Parking& Maintenance Operations																					
40	State of Emergency																					
41	Equipment Replacement																					
50	Pavement Fund																					
101	AB 109 Task Force																					
103	Gridley Elementary																					
104	Morningside Elementary																					
105	HUD Grant (EDI) - Wayfinding Signag																					
107	State Farm																					
108	California Arts Council (State)			11,041																		
109	National Endowment for the Arts			57,000																		
111	DUI Avoid Campaign																					
	Total Special Funds	-	-	68,041	892	(820)	1,370	153	5,880	(334)	797	(11,041)	(57,000)	30,000	-	-	-	-	-	-	-	-
	Total All Funds	3,575	1,200	188,589	892	(820)	1,370	153	5,880	(334)	797	(11,041)	(57,000)	40,800	675	(9,043)	(127)	520	4,588	1,412	1,112	35,000

City of San Fernando Fiscal Year 2013-14 Mid ^																
		Activities & Programs	Bank Charges	Other Expense	Other Expense	Capital Equip	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Transfer Fund 01	Total
	Department/Division	4430	4435	4450	0094-4450	4500	4600	0201-4600	0700-4600	0857-4600	0880-4600	3609-4600	3661-4600	7105-4600	4901	
01-101	City Council					3,000										3,000
01-102	Treasury					600										600
01-105	Administration					953										(4,000)
01-106	Personnel															4,000
01-110	City Attorney															-
01-112	Labor Attorney															-
01-115	City Clerk															-
01-116	Elections															552
	Other Departments	-	-	-	-	4,553	-	-	-	-	-	-	-	-	-	4,152
01-130	Finance					(600)										(600)
01-140	Building and Safety					(1,500)										(4,500)
01-150	Planning/Administration					(2,020)						3,000				7,500
01-152	Community Preservation															(3,000)
	Community Development	-	-	-	-	(3,520)	-	-	-	-	-	3,000	-	-	-	-
01-222	P.D. Admin															-
01-224	Detectives															-
01-225	Patrol															58,534
01-226	Police Reserves/Explorers															-
01-230	Community Service						-	-	-	-	-	-	-	-	-	(58,534)
	Police	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Fire Services															
01-500	Fires Services - Contract	-	-	-	-	-	-	-	-	-	-	-	-	-	-	88,936
01-180	Retirement Related Expenses					-										(1,974,472)
	Non-Departmental															
01-190	CalHFA Sect 108 Loans & Misc		(1,000)	(15,000)	(350,000)	15,000										(353,000)
01-310	PW Administration					(1,300)										6,000
01-311	PW Streets															-
01-313	PW Bus Shelters															-
01-320	PW Vehicle Maint.		3,200										(758)			38,200
01-341	Mall Maintenance					(5,500)										-
01-346	Streets, Trees, & Parkways	(1,500)														-
01-370	Traffic Safety															-
01-371	Traffic Signals															-
01-390	PW Facilities Mgt															-
	Public Works	(1,500)	3,200	-	-	(6,800)	-	-	-	-	-	-	(758)	-	-	44,200
01-420	Recreation															-
01-422	Community Services															-
01-423	Rec Facilities															12,159
01-424	Special Events															(18,282)
01-430	Aquatics															22,938
	Parks & Rec	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16,815
	Total General Fund	(1,500)	2,200	(15,000)	(350,000)	8,633	-	-	-	-	-	3,000	(758)	-	-	(2,173,969)

		Activities & Programs	Bank Charges	Other Expense	Other Expense	Capital Equip	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Transfer Fund 01	Total
	Department/Division	4430	3661-4435	4450	4450	4500	4600	0201-4600	0700-4600	0857-4600	0880-4600	3609-4600	3661-4600	7105-4600	4901	
70-310	Water - Administration															217,027
70-383	Water - Distribution								(8,000)							(8,000)
70-384	Water - Production						(83,624)			82,949						11,000
72-360	Sewer Fund															84,898
73-350	Refuse Fund															8,454
	Total Enterprise Funds	-	-	-	-	-	(83,624)	-	(8,000)	82,949	-	-	-	-	-	313,379
		Activities & Programs	Bank Charges	Other Expense	Other Expense	Capital Equip	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Capital Project	Transfer Fund 01	Total
	Department/Division	4430	3661-4435	4450	4450	4500	4600	0201-4600	0700-4600	0857-4600	0880-4600	3609-4600	3661-4600	7105-4600	4901	
02	SLESF															-
06	Self-Insurance															-
07	Proposition A															9,199
08	Proposition C															22,884
10	Grant Fund										(99,000)					(229,948)
11	State Gas Tax						22,380						4,534	6,000		77,315
12	Measure R															1,126
13	Traffic Safety Fund															-
14	Cash In-Lieu of Parking															-
15	Local Transportation Fund															-
16	Air Quality Management District (AQ															-
17	Recreation - Self Sustaining Fund															22,707
18	Retirement Fund														(1,974,472)	-
19	Quimby Act Fund							59,006								59,006
20	State Asset Seizure															-
21	Federal Asset Seizure															-
26	Community Development Block Grar															-
27	Street Lighting															19,731
29	Parking& Maintenance Operations															14,835
40	State of Emergency															-
41	Equipment Replacement															-
50	Pavement Fund															2,798
101	AB 109 Task Force															90,000
103	Gridley Elementary															-
104	Morningside Elementary															-
105	HUD Grant (EDI) - Wayfinding Signag										99,000					99,000
107	State Farm															-
108	California Arts Council (State)															11,041
109	National Endowment for the Arts															57,000
111	DUI Avoid Campaign															-
	Total Special Funds	-	-	-	-	-	22,380	59,006	-	-	-	-	-	4,534	(1,968,472)	256,694
	Total All Funds	(1,500)	2,200	(15,000)	(350,000)	8,633	(61,244)	59,006	(8,000)	82,949	-	3,000	(758)	4,534	(1,968,472)	(1,603,896)

ATTACHMENT "B"

General Fund Projected Actual by Source Comparison to Budget

	E	A	B	C	D (A+B)	D-E	
General Fund	2012-2013 Actuals	Adopted 2013/2014 Budget	2013-2014 Actuals through 1/31/14	Projected February through June 2014	FY 2013-14 Mid Year Adjustments	Projected Actual FYE 2014	Projected Actual FYE 2014 to Adopted Budget FYE 2014
SOURCE OF REVENUE							
Property Taxes	2,004,145	1,917,725	1,081,148	711,577	(125,000)	1,792,725	(125,000) -6.5%
Property Taxes In-Lieu of VLF	867,581	911,500	479,813	483,928	52,241	963,741	52,241 5.4%
Sub-total Property Taxes*	2,871,726	2,829,225	1,560,961	1,195,505	(72,759)	2,756,466	(72,759) -2.6%
Sales Taxes	2,819,805	2,883,865	1,209,598	1,714,356	40,089	2,923,954	40,089 1.4%
Transaction Sales Tax - Measure A	-	1,200,000	167,646	1,032,354		1,200,000	- 0.0%
Triple Flip Payment (Sales Taxes)	1,940,682	1,958,342	994,188	994,188	30,034	1,988,376	30,034 1.5%
Sub-total Sales Taxes*	4,760,487	6,042,207	2,371,431	3,740,899	70,123	6,112,330	70,123 1.1%
Business License Taxes	1,033,915	1,025,000	191,579	833,421	-	1,025,000	- 0.0%
Franchise Fees	297,319	295,000	99,212	289,788	94,000	389,000	94,000 31.9%
Admissions Taxes	780,866	820,004	249,256	570,748		820,004	- 0.0%
Construction Permits	210,600	236,000	154,066	81,934		236,000	- 0.0%
Parking Citations	624,089	565,500	291,496	274,004		565,500	- 0.0%
Rental Income	217,391	215,000	107,495	107,505		215,000	- 0.0%
Interest Income	432	1,000	-	1,000		1,000	- 0.0%
RDA & Misc. Reimbursements	132,633	214,803	70,317	94,553	(49,933)	164,870	(49,933) -23.2%
Motor Vehicle In-Lieu (VLF)	13,003	-	10,762	0	10,762	10,762	10,762 #DIV/0!
Charges for Current Services	449,843	419,050	297,460	190,806	69,216	488,266	69,216 16.5%
Sales of Property & Other Revenues	1,382,756	1,575,194	884,702	663,742	(26,750)	1,548,444	(26,750) -1.7%
Sub-total Fees, Permits and Other Revenues	4,108,932	4,341,551	2,164,765	2,274,081	97,295	4,438,846	97,295 2.2%
Transfers from Other Funds	4,311,046	4,248,476	1,205,415	1,038,501	(2,004,560)	2,243,916	(2,004,560) -47.2%
Total General Fund Revenues	17,086,106	18,486,459	7,494,150	9,082,408	(1,909,901)	16,576,558	(1,909,901) -11.5%
EXPENDITURES							
City Council	99,590	90,038	44,516	48,522	3,000	93,038	3,000 -3.3%
City Treasurer	145,951	139,843	80,479	59,964	600	140,443	600 -0.4%
City Administration	318,720	294,941	103,798	187,143	(4,000)	290,941	(4,000) 1.4%
Personnel Division	261,602	295,651	183,330	116,321	4,000	299,651	4,000 -1.4%
City Attorney	483,299	250,000	119,955	130,045	-	250,000	- 0.0%
City Clerk	129,484	122,748	69,296	53,452	-	122,748	- 0.0%
Elections	80,919	-	552	-	552	552	552 #DIV/0!
City Officials and Administrative Offices	1,519,565	1,193,221	601,926	595,447	4,152	1,197,373	4,152 -0.3%
Finance	508,223	553,055	302,556	249,899	(600)	552,455	(600) 0.1%
Community Development	786,687	815,777	459,297	356,480	-	815,777	- 0.0%
Retirement - Pers	1,800,301	2,657,021	497,738	184,811	(1,974,472)	682,549	(1,974,472) 74.3%
Non-Departmental	784,678	1,077,652	420,119	304,533	(353,000)	724,652	(353,000) 32.8%
Fire Services (LAFD)	2,632,799	2,720,052	1,638,576	1,170,412	88,936	2,808,988	88,936 -3.3%
Police Services (SFPD)	6,030,892	5,931,845	3,249,851	2,681,994	-	5,931,845	- 0.0%
Public Works	1,811,934	2,026,875	1,105,662	965,413	44,200	2,071,075	44,200 -2.2%
Recreation & Comm Services	1,440,324	1,319,866	725,668	611,013	16,815	1,336,681	16,815 -1.3%
Departmental	15,795,838	17,102,143	8,399,467	6,524,555	(2,178,121)	14,924,022	(2,178,121) 12.7%
Total General Fund Expenditures	17,315,403	18,295,364	9,001,393	7,120,002	(2,173,969)	16,121,395	(2,173,969) 11.9%
Total Year End Surplus/ (Deficit) (Revenues less Expenditures)						455,163	
Reserve Fund	(482,416)	(291,321)	(1,507,243)	1,962,406	(4,083,870)	(27,253)	(4,083,870) 1401.8%
Reserve Carry-Over YE 2012	(253,119)						
Reserve/(Deficit) Carry-Over YE 2013	(482,416)						
Adjusted Reserve Fund Balance						(27,253)	
Fund 06							
Total Self Insurance Fund Revenues	1,000,147	1,153,787	536,479	642,621	25,313	1,179,100	25,313 2.2%
Total Self Insurance Fund Expenditures	1,269,827	1,366,852	966,024	400,828	-	1,366,852	- 0.0%
Total Year End Surplus/ (Deficit) (Revenues less Expenditures)						(187,752)	
Reserve Fund Balance	(1,253,346)	(1,466,411)	(429,545)	241,793	25,313	(1,441,098)	25,313 1.7%
Reserve Carry-Over YE 2012	(983,665)						
Reserve/(Deficit) Carry-Over YE 2013	(1,253,346)						
Adjusted Reserve Fund Balance						(1,441,098)	
Current Year Combined Reserve (Funds 01 & 06)						267,411	
Cumulative 2013 YE Fund Balance (Funds 01 & 06)	(1,747,052)	(1,757,731)				(1,468,350)	

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim City Manager
By: Marlene M. Miyoshi, Interim Public Works Director

DATE: March 3, 2014

SUBJECT: Consideration to Approve Implementation of the Light Emitting Diode (LED) Lighting - Street Light Fixture Replacement Program

RECOMMENDATION:

It is recommended that the City Council approve implementation of the Light Emitting Diode (LED) Lighting-Street Light Fixture Replacement Program that will allow for the replacement of City-owned street lights using High Pressure Sodium Vapor (HPSV) and Induction lighting with energy efficient LED lighting fixtures, as funds become available or routine maintenance dictates repairs and/or replacements are needed.

BACKGROUND:

1. The City's street lighting system is comprised of 560 City-owned and maintained street lights, and 1,319 Southern California Edison owned and maintained street lights. (Attachment "A": Citywide Street Lights and Traffic Signals Map). The various components of the street light system (circuits, transformers, switches, poles, and lamps/lights) have evolved over the past 30 years toward more energy efficient components.
2. In 2010, City staff successfully applied for a Federal Energy Efficiency and Conservation Block Grant to purchase and install energy efficient lighting upgrades. The program was funded under the American Recovery and Reinvestment Act of 2009 (ARRA).
3. In May 2011, the City Council awarded a contract to U.S. Energy Technologies to replace City-owned street light lamps with induction lighting as well as replacement of some building and overhead lamps with induction lighting.
4. The City began changing the HPSV lighting on street lights in June 2011, to induction lamps. Induction lighting reduced energy consumption by about 30%, but the City has experienced repair issues and a relatively short 3-5 year lamp life span, and the induction lamps require hazardous waste disposal when replaced.

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5. The City has a Landscaping and Lighting Assessment District that is coterminous with the City boundaries, that establishes an annual levy on property owners. The District was established for the continued maintenance and operation of streets and sidewalks within the District, including the maintenance and servicing of public lighting facilities that are located in the District. This fiscal year's utility District expenses were calculated at \$255,750 of which \$36,120 was the City's proportional obligation.

ANALYSIS:

Street lights energy costs are a part of City operations overhead. The City of San Fernando has 560 street lights that serve about one-third of the City providing illumination for vehicular and pedestrian traffic.

The history of roadway lighting has changed significantly over the past 100 years from gas lamps, incandescent, mercury vapor, metal halide, high pressure sodium vapor, induction lighting, and LED lighting. Each change has sought to provide greater efficiency and energy savings. The street lighting industry now considers the LED lighting the most effective and efficient light source.

LEDs are solid state semi-conductor devices that convert electrical energy into visible light. LEDs beneficial effects convey a directional white light with clarity and little or no color distortions of surrounding objects. They are non-hazardous, recyclable and have a long life span of over 25 years. Additionally, they require less maintenance when compared to HPSV and Induction roadway lights.

City staff reviewed extensive roadway lighting evaluation and research regarding LEDs by the City of Los Angeles, Bureau of Street Lighting. City staff also consulted with the City of Los Angeles and State Department of Transportation (Caltrans) to review their studies and findings for LED applications to cobra head street light lamps. The City of Los Angeles owns the second largest municipal street lighting system in the United States with over 209,000 street lights. In 2009, the City of Los Angeles announced the largest LED lighting retrofit ever undertaken that provided for the replacement of 140,000 street lights over five years. The City of Los Angeles is expecting to see a 34% cost savings in energy consumption (Attachment "B": LED Street Lighting Case Study). In 2012, Caltrans started their conversion to LED lights that will ultimately result in converting all State highways to LED fixtures (Attachment "C": Caltrans LED Purchase).

City staff's research confirmed that the replacement of HPSV and Induction lighting with LEDs for roadway lighting and safety lights at signalized intersections, will reduce energy costs, limit greenhouse gases, and improve lighting.

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BUDGET IMPACT:

No impact to the current FY 2013-2014 Budget as funds will be budgeted in future fiscal years.

The proposed conversion to LED lighting will occur over time, as needed or as funds become available in the Landscaping and Lighting Assessment District fund. The City could realize an estimated savings ranging from 30% to 40% in energy consumption after full conversion to a LED street lighting system. The program will not put any additional burden on the General Fund and is expected to reduce costs over time.

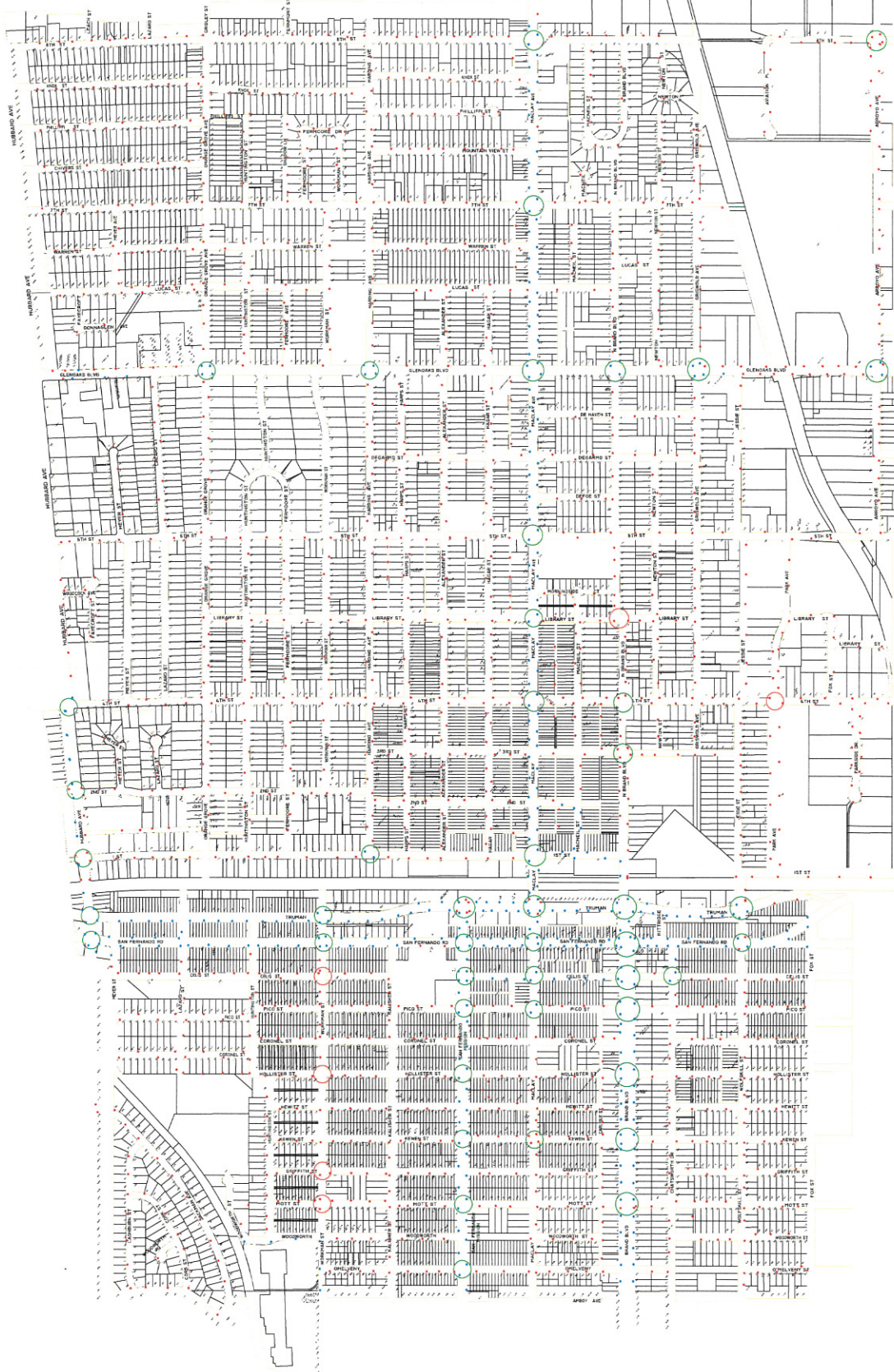
CONCLUSION:

Street lights serve a vital function to provide visibility on roadways and bike paths. Technology change provides an opportunity to upgrade the lighting system and reduce costs over the long term. City staff recommends that the City Council approve a replacement program of street light lamps and City facilities lighting with LEDs as funds are available and/or as routine maintenance allows for replacement and repairs.

ATTACHMENTS:

- A. City Street Lighting and Traffic Signal Map
- B. LED Street Lighting Case Study – City of Los Angeles
- C. Caltrans LED Purchase – Municipal Solid-State Street Consortium E-Newsletter

CITY OF SAN FERNANDO STREET LIGHTS AND TRAFFIC SIGNALS



CITY TRAFFIC SIGNALS

CITY STREETLIGHT
359EDISON STREETLIGHT
1319FLASHING FOUR-WAY
STOP

ATTACHMENT "B"



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MARCH 2009

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EXECUTIVE SUMMARY

On February 16th, 2009, former President Bill Clinton and Los Angeles Mayor Antonio Villaraigosa announced a major public works project to retrofit 140,000 of L.A.'s more-than 209,000 street light fixtures with energy-efficient LED fixtures. The program – a collaboration of the Los Angeles Bureau of Street Lighting, the Los Angeles Mayor's Office, the Los Angeles Department of Water & Power, and the Clinton Climate Initiative – is the largest LED lighting retrofit ever undertaken. The \$57 million retrofit will be executed using City labor over 5 years beginning in July 2009; it will enhance the quality and equity of municipal lighting, reduce light pollution, and, upon full implementation, return US\$10 million per year in energy and maintenance savings while avoiding 40,500 tons of CO₂e emissions. Through energy and maintenance savings the program will pay for itself in 7 years. Based on the economic analysis and financing proposals, the City could develop a Business Case for the project.

PROGRAM SUMMARY TABLE

Number of Street Lights Being Replaced:	140,000
Technology:	Converting old HPS cobrahead fixtures to new LED fixtures Implementing a remote monitoring system
Phase-In Period:	5 years
Total Program Cost:	\$57 million
Payback:	7 years
Energy & Maintenance Cost Savings (total):	\$10 million/year
Energy Use Savings:	68,640,000 kWh/year
CO ₂ e Emissions Savings:	40,500 tons/year
Financing:	7-year, \$40MM loan at a rate of 5.25% repaid through energy and maintenance savings <ul style="list-style-type: none"> • Loan provided by City Utility (LADWP) and City Funds Bureau of Street Lighting will contribute \$3.5MM directly from the Street Lighting Maintenance Assessment Fund LADWP to provide a rebate of \$0.24 per kWh reduced by the project, totaling \$16.39MM

PROGRAM BACKGROUND

The City of Los Angeles owns the second-largest municipal street lighting system in the United States with over 209,000 street lights, including more than 400 distinct fixture styles. Each year these street lights consume approximately 197,000,000 kWh of electricity. The system is operated and maintained by the Bureau of Street Lighting. The Bureau of Street Lighting was established in 1925; today it employs 250 people.

The Los Angeles Bureau of Street Lighting pays a variable rate per fixture to the Los Angeles Department of Water and Power, the municipal utility company. Rates for street light fixtures are calculated by the Department of Water and Power based on the real kWh usage of the fixture; real kWh usage is determined through field tests. Annually the Bureau of Street Lighting's electricity bill totals approximately US\$15 million, or nearly 29% of the Bureau's US\$52 million operating budget. The Bureau of Street Lighting itself renders maintenance services to the system. Funding for the Bureau is provided primarily by the Street Lighting Maintenance Assessment Fund (SLMAF), a yearly assessment paid by city residents for the operation and maintenance of Los Angeles' street lighting system; the SLMAF generates US\$42 million per year for the Bureau of Street Lighting. In 1996, the passage of Proposition 218 froze SLMAF revenues; rising inflation and operating costs have led to the projection of a future deficit for the Bureau, stimulating the need for reducing operating costs while preserving the quality of service delivered.

TECHNOLOGIES

The Bureau of Street Lighting initially considered both LED and induction technologies for its street lighting retrofit program. The emphasis was on long-life, white light products that improve color rendering and reduce maintenance costs relative to high-pressure sodium vapor street lights, the prevailing technology used today in Los Angeles. Through its New Technology Group, the Bureau of Street Lighting had already accrued substantial experience piloting LED and induction technologies.

LED LIGHTING

An LED (light-emitting diode) is a semiconductor light source that generates light at a precise wavelength when a current is applied; multiple LEDs are networked together in a single fixture to in combination generate the appropriate light output for each particular application. LEDs were initially utilized as indicator lights – it was for this purpose that NASA developed the first LEDs in 1962. Market penetration first occurred for colored-light applications like traffic signals, which became popular in the late 1990s; LED traffic signals now comprise an estimated 52% of the United States traffic and pedestrian signal market. In recent years LEDs have begun to penetrate the street and area lighting market, with early street lighting deployments in Ann Arbor, Michigan (1,000 LED fixtures installed in 2007), and Anchorage, Alaska (4,000 fixtures installed in 2008; plans to install 16,000 total). Rapid improvement in the luminous efficacy (lumens/watt) of white-light LEDs – which are created by applying a phosphor coating to a blue LED light – has partly facilitated this market penetration. Innovations in fixture design – particularly optical efficiency and thermal management – as well as improving fixture warranties have also contributed to this market growth. The LED fixture market is still highly fragmented, and fixture quality can differ starkly from one manufacturer to the next.

Many of today's LED fixtures boast warranty lifetimes of 50,000 hours, or almost 11.5 years when operated 12 hours per night. And unlike all other street lighting technologies, LED fixtures contain no mercury.

INDUCTION LIGHTING

An induction light is an electrodeless light source in which gas contained within a glass tube is excited by electromagnetic induction. Because of the absence of an electrode, a principal failure point for a gas discharge light source, these white-light sources can last up to 100,000 hours before replacement (high-pressure sodium, mercury vapor, metal halide and fluorescent technologies are all examples of gas-discharge light sources).

REMOTE MONITORING SYSTEMS

Additionally, the Bureau of Street Lighting had tested and begun limited deployment of a remote monitoring system for its street lighting system. This remote monitoring system collects and centrally reports real-time performance data for each fixture; data is reported to the Bureau of Street Lighting's GIS system, which was developed in-house. Equipment failures are tracked, logged and synchronized with the Bureau's maintenance work orders. As part of the fixture performance data the monitoring system will return the measured kilowatt-hour usage for each fixture, creating a hi-resolution picture of actual electricity consumption and verifying energy savings for the project.

PROGRAM DEVELOPMENT

In surveying the potential for a retrofit program, the Bureau of Street Lighting had to tackle the following tasks:

- Quantify the potential cost and savings for a program, already having tested and been convinced of the efficacy of LED and induction technologies
- Assess alternative financing mechanisms with a specific focus on energy and maintenance savings due to its already-burdened balance sheet
- Coordinate with other city agencies – the Los Angeles Department of Water & Power, and the Los Angeles Mayor's Office – to organize the program
- Vet its internal projections of retrofit program economics
- Continue its rollout of a remote monitoring system to measure and verify fixture energy consumption and performance

The Bureau of Street Lighting requested CCI assistance to address these tasks; in March 2008, this process began

ECONOMIC AND FINANCIAL ANALYSIS

Using data provided by the Bureau of Street Lighting, the CCI Project Team generated an economic analysis of a retrofit program for LED and induction lighting systems. Using specific Key Inputs – including total street light fixtures to be replaced, cost per fixture for new equipment, cost per fixture for operation and maintenance, useful life of old and new equipment, and more – the Project Team produced a detailed economic analysis of a retrofit program that could be shared with municipal officers as well as potential financiers. (Select model inputs and model output can be found in Appendix A.)

Key Details, comprised of outputs from this economic model and the synthesized project information, were then packaged and disseminated in order to generate proposals for financing the retrofit program. These Key Details included:

- Total program size (\$ US; generated from Economic Analysis)
- "Cash Flows" produced from energy and maintenance savings (\$ US; generated from Economic Analysis)
- Current Funds Flows within existing system (how are payments made for street lighting between the customers, the city and the utility)
- Primary financing objectives for City (pricing vs. structure or both)
- Preferred financing structure(s) (In this case, proposals needed to focus on energy savings)
- Required financing term (years)
- Timeline and deadline for financing proposals

From these Key Details, and the economic analysis and financing proposals they generated, the Bureau of Street Lighting was equipped to develop a Business Case for the program. In its Business Case, the Bureau of Street Lighting honed the program to encompass 140,000 fixtures. Including in the Business Case was the CCI model's projection of a 7-year payback period for both an LED retrofit program and an induction retrofit program.

The measurable cost savings, the long equipment life, the positive relationship with the City, and the awareness that this is the first of many future domestic and global opportunities, stimulated significant interest from Financial Institutions (FIs). CCI successfully solicited proposals, on behalf of the City, from a series of FIs. Collectively the proposals outlined a range of ideas from basic tax-exempt leasing to non-recourse debt/equity structures focused solely on energy and maintenance savings.

DEFINING THE PROGRAM

FINANCING OUTCOME

As the city moved further along in the process, further validating its business plan as a whole and demonstrating the potential upside of the investment for the City, the City Utility (LADWP) and the City itself saw the value of getting more directly involved in the program funding to ensure rapid execution. As a result, it was ultimately decided that while external funding sources remained available, the City Utility and the City itself will provide funds for the program internally, with a structure based on energy savings and utility rebates.

The City will secure a 7-year, \$40MM loan at a rate of 5.25% that will be repaid through energy and maintenance savings over the loan term. The loan will be a combination of utility and City funds. Additionally, the Bureau of Street Lighting will contribute \$3.5MM directly from the Street Lighting Maintenance Assessment Fund. The Department of Water & Power will provide a rebate of \$0.24 per kWh reduced by the project, totaling \$16.39MM. A chart describing this structure is attached as Appendix B.

The resulting finance package that is being applied to this program demonstrates the importance of these projects both for utilities seeking to maximize energy efficiency projects in their service areas, as well as for cities who see the economic upside and measurable payback potential of these projects.

TECHNOLOGY AND TECHNOLOGY PROVIDER SELECTION PROCESS

After considering the competing fixture technologies, the Bureau of Street Lighting selected LED technology for its retrofit program. This choice was driven by multiple factors. First, the rapidly declining cost of LED technology in 2008 – and the anticipated continuing decline in cost over the next five years – had made the LED fixtures more appealing from a cost perspective than high-quality induction fixtures. Second, LED technology provided superior optical control to induction fixtures – LEDs are directional light sources that can, when properly oriented in a fixture, create precise and uniform patterns of light. Third, based on pilot tests managed by its New Technology Group, the Bureau of Street Lighting affirmed that LED technology was both ready for deployment at scale and superior to induction for the purposes of its cobrahead fixtures. Finally, the City of Los Angeles felt that LED technology represented a new paradigm in lighting that reflected its ambitions as a global leader on climate change.

In November 2008, the City apprised prospective LED street light fixture manufacturers of a two-month final product evaluation, to occur during January and February 2009, during which it would verify its previous 4 years of pilot testing and identify the LED products to be used for the first wave of installation. These manufacturers were invited to send 4 fixtures for testing to the Bureau

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of Street Lighting at no cost or significantly reduced cost to the City. The RFI seeking fixtures, in context of the city's credible and developed business plan was critical in achieving strong interest from technology providers – the City was clearly serious and advanced in its planning (This RFI is included as Appendix C).

Testing will proceed for 3 months, ending in Q109; testing will occur on residential streets in Los Angeles. In addition to measuring light levels and evaluating fixture performance, surveys will be sent to area residents to solicit feedback on the new LED fixtures. Based on all test results, the City will select manufacturers and draft product specifications for its Year 1 installation of 20,000 fixtures. This method provides the City with enviable flexibility in product selection – a critical attribute given the rapid evolution of LED fixture technology that will occur during the 5-year program. Every 3 months the Bureau of Street Lighting will reevaluate the LED fixture market, draft specifications based on best-available technology and purchase equipment, thus keeping them on the bleeding edge of fixture innovation.

PROGRAM IMPLEMENTATION

The final proposal outlined by the Bureau of Street Lighting for Mayoral approval was for a \$57MM capital program lasting from 2009 to 2013, to be executed in five discrete yearlong phases:

- Year 1 to begin in July 2009 and encompass 20,000 fixtures.
- Years 2 thru 5 to each encompass 30,000 fixtures, totaling 140,000 fixtures.

The proposed program targets cobrahead street light fixtures – a common street light form factor with poor optical efficiency (approximately 65%) relative to the high optical efficiency (over 80%) of many LED fixtures. The LED fixtures primarily replace high-pressure sodium vapor cobrahead fixtures, although metal halide, mercury vapor and incandescent cobrahead fixtures will also be replaced as part of the program. The focus on cobrahead fixtures reflects the readiness of LED technology for cobrahead applications – LED fixtures for decorative post-top fixtures are less ready for implementation at scale.

SIZE OF FIXTURE	QUANTITY TO BE REPLACED
<100W	2,600
100-175W	75,000
200-250W	57,000
310-400W	5,400

The cobrahead fixtures being replaced are located on the City's residential streets. The LED fixtures will meet or exceed current illumination levels and comply with all relevant lighting standards, while providing white-light in the process. All LED fixtures installed as part of the program will be full cutoff, Dark Sky Friendly fixtures. These full cutoff fixtures will reduce light pollution and sky glow – the unnecessary illumination of the night sky by artificial lighting – over the City.

In October 2008, Mayor Villaraigosa approved the 5-year, 140,000 fixture retrofit program, allowing the Bureau of Street Lighting to commence formal rollout by means of internal funding. The program will deliver \$35MM in energy savings and \$13MM in maintenance savings from 2009 to 2015. The Bureau of

Street Lighting will carry out all planning and installation work for the program. This program will require 14 municipal employees to complete, including 8 personnel to install fixtures in Year 1 and an additional 4 personnel to install fixtures in Years 2-5. This represents \$7.4MM for labor. The City will need to lease 6 aerial lift trucks for 5 years to complete the program, costing a total of \$630,000. In the process the Bureau of Street Lighting will avoid the risk of future budget shortfalls due to frozen SLMAF revenues and rising energy costs. Charts depicting program energy saved and CO2e emissions avoided are included as Appendix D.

The program was jointly announced by former President Clinton, Mayor Villaraigosa and Bureau of Street Lighting Director Ed Ebrahiman on February 16th, 2009.

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APPENDIX A: CCI ECONOMIC MODEL

Included below are the core inputs and outputs from CCI's original economic model. This model, built using key data supplied by the Bureau of Street Lighting, was an assumptions model that focused on 143,172 city street light fixtures. Using the results from this model, the Bureau of Street Lighting honed its retrofit program to 140,000 fixtures and developed its business case. The included CCI cash flows still represent the original 143,172-fixture analysis.

INPUTS:

Fixtures — Assumed LED Equivalents						
LED						
Mercury Vapor	Lamp Watts	Fixture Watts	\$/fixture/mo	# of fixtures	Fixture Watts	\$/fixture/mo
	400	454	15.65	971	108	3.36
	250	285	9.82	90	78	2.56
	175	200	6.89	1,391	50	1.57
	100	125	4.31	6	39	1.34
High-Pressure Sodium						
LED						
Lamp Watts	Fixture Watts	\$/fixture/mo	# of fixtures	Fixture Watts	\$/fixture/mo	
400	465	16.03	1,756	153	5.30	
360	438	15.10	4	153	5.30	
310	360	12.58	2,399	153	5.30	
250	295	10.17	8,066	108	3.36	
220	283	9.76	27	108	3.36	
200	240	8.27	49,884	108	3.36	
150	190	6.55	17,093	78	2.56	
100	138	4.76	56,900	50	1.57	
70	86	2.96	3,484	39	1.34	
50	68	2.34	2	39	1.34	
Metal Halide						
LED						
Lamp Watts	Fixture Watts	\$/fixture/mo	# of fixtures	Fixture Watts	\$/fixture/mo	
400	458	15.79	464	153	5.30	
250	295	10.17	101	108	3.36	
175	210	7.24	57	78	2.56	
100	129	4.45	109	50	1.57	
70	94	3.24	228	39	1.34	
Incandescent						
LED						
Lamp Watts	Fixture Watts	\$/fixture/mo	# of fixtures	Fixture Watts	\$/fixture/mo	
860	844	29.09	2	108	3.36	
620	599	20.65	1	108	3.36	
405	371	12.79	122	108	3.36	
295	263	9.07	7	78	2.56	
189	189	6.51	7	50	1.57	
103	102	3.52	1	39	1.34	

Billing

Annual change in Electricity Rate (%)
 Avg Night Only Operating Time (hrs/yr)
 All Day Operating Time (hrs/yr)

4%
4,284
8,736

Maintenance

Labor Rate (\$/Hr)
 Annual change in Labor Rate (%)
 Vehicle Rate (\$/Hr)
 Annual change in Vehicle Rate (%)

130.00
2%
30.00
2%

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Technology Information

	MV	HPS	MH	INC	Induction	LED
Expected Lamp Life (Hours)	24000	20000	14000	8000	50000	50000
Expected Lamp Life (Years)	5.5	4.7	3.3	1.9	11.7	11.7

Installation requirements

Luminaire Cost (\$)	150	150	150	150	425	425
Annual change in Luminaire Cost (%)	0%	0%	0%	0%	-1%	-5%

Maintenance requirements¹

Repair Frequency (over lamp life)

Lamp	100%	100%	100%	100%	0%	0%
Photocell	100%	100%	100%	100%	0%	0%
Starter	5%	5%	5%	5%	0%	0%
Ballast	5%	5%	5%	5%	0%	0%
Fixture	1.5%	1.5%	2%	3%	6%	6%

¹Sources for this table: CCI assumptions based on BSL data; PG&E Application Assessment Report #0714, January 2008.

OUTPUTS:

Project NPV	1	2	3	4	5	6	7	8	9	10
Years										
Discounted cashflow										
LED										
Installation Cost										
Material	(9,243,750)	(12,876,698)	(11,650,346)	(10,540,789)	(9,755,200)	-	-	-	-	-
Labor	(866,667)	(1,296,239)	(1,259,203)	(1,223,226)	(1,215,476)	-	-	-	-	-
Vehicle	(200,000)	(299,132)	(290,585)	(282,283)	(280,494)	-	-	-	-	-
Recurring Cost										
Electricity	1,038,659	2,612,709	4,156,682	5,671,010	7,156,116	7,087,962	7,020,458	6,953,596	6,887,371	6,821,777
Material	91,350	220,950	338,001	443,402	537,999	512,380	487,981	464,744	442,613	421,536
Labor	384,326	948,167	1,479,474	1,979,647	2,450,030	2,380,030	2,312,029	2,245,971	2,181,800	2,119,463
Vehicle	86,010	212,195	331,100	443,036	548,306	532,640	517,422	502,638	488,277	474,326
DSM Funding	2,443,084	3,761,495	3,761,495	3,761,495	3,761,495	-	-	-	-	-
Total cashflow (\$)	(6,266,986)	(6,716,552)	(3,133,383)	252,291	3,202,775	10,513,011	10,337,889	10,166,949	10,000,062	9,837,103
NPV (\$)	(6,266,986)	(12,983,538)	(16,116,922)	(15,864,630)	(12,661,856)	(2,148,844)	8,189,044	18,355,993	28,356,054	38,193,157
Payback (Years)	7									
10 Year IRR	23.4%									

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APPENDIX B: FUNDING OVERVIEW

The following funding overviews were developed by the Bureau of Street Lighting for its 140,000 fixture retrofit program.

Year	LED Units To Install	PROGRAM FUNDING				EXPENSES			
		Total Project Capital Cost	DWP Energy-Efficiency Rebate	SLMAF contribution	Funding Needed	Labor Cost	Material Cost	Equipment/Vehicle Cost	
1	20,000	\$9,998,081	\$0	\$3,600,000	\$6,398,081	\$1,012,521	\$8,754,180	\$231,380	
2	30,000	\$14,320,000	\$2,400,000	\$0	\$11,920,000	\$1,529,152	\$12,670,848	\$120,000	
3	30,000	\$12,120,000	\$3,600,000	\$0	\$8,520,000	\$1,575,027	\$10,424,973	\$120,000	
4	30,000	\$10,120,000	\$3,600,000	\$0	\$6,520,000	\$1,622,278	\$8,377,722	\$120,000	
5	30,000	\$10,120,000	\$3,600,000	\$0	\$6,520,000	\$1,670,946	\$8,329,054	\$120,000	
TOTAL	140,000	\$56,678,081	\$13,200,000	\$3,600,000	\$39,878,081	\$7,409,924	\$48,556,777	\$711,380	

Program funding overview. Courtesy of LA BSL

Year	1	2	3	4	5	6	7	Accumulative Payback at End of Loan	Projected Savings during Years 8-12	Accumulative Savings at Year 12
Street Lights To Retrofit	20,000	30,000	30,000	30,000	30,000	-	-	56,678,081		
Capital Cost (\$)	9,998,081	14,320,000	12,120,000	10,120,000	10,120,000	-	-			
Capital Sources										
DWP Loan (\$)	3,199,041	5,989,389	4,304,083	3,304,083	3,304,083	-	-	20,100,679		
MICLA (\$)	3,199,041	5,989,389	4,304,083	3,304,083	3,304,083	-	-	20,100,679		
Energy Rebate (\$)	-	2,341,222	3,511,834	3,511,834	3,511,834	3,511,834	-	16,388,557		
Rehab Contribution (\$)	3,600,000	-	-	-	-	-	-	3,600,000		
Total (\$)	9,998,081	14,320,000	12,120,000	10,120,000	10,120,000	-	-	60,189,915		
Loan Debt Service (\$)	1,102,590	3,451,039	5,418,944	7,813,144	10,207,344	10,207,344	7,813,144	46,013,549		46,013,549
Program Savings										
Energy Savings (\$)	924,669	2,436,781	3,994,257	5,598,457	7,250,783	7,468,307	7,692,356	35,365,610		77,430,564
(\$)	177,921	1,014,258	1,424,687	2,214,687	2,956,561	2,420,790	2,493,414	12,702,319		22,921,719
Total Program Savings (\$)	1,102,590	3,451,039	5,418,944	7,813,144	10,207,344	13,400,331	10,185,770	48,067,929	10,000,000 to 12,000,000	100,352,283
Net Savings (\$)	0	0	0	0	0	3,193,587	2,372,626	2,054,380	10,000,000 to 12,000,000	54,338,734

Program funding overview. Courtesy of LA BSL

APPENDIX C: PILOT TEST RFI**LED STREET LIGHTING ENERGY EFFICIENCY PROGRAM** REVISED 1/13/09

The City of Los Angeles has over 209,000 streetlights that light two-thirds of the City with light sources including incandescent, mercury vapor, metal halide, to high pressure sodium. This variety of lamps is an example of the evolution of roadway lighting that provides greater efficiency in lighting output and energy savings. Based on preliminary analysis and evaluation of the development of the LED industry the Bureau is strongly considering a large scale project to replace existing roadway fixtures into LED or any other high energy efficient light source.

In coordination with the Mayor's leadership on advancing energy efficiency throughout the City, the Bureau strives to be conscious of the impact of excessive energy use, light pollution, glare, hazardous materials, and other environmental impacts to the City. Due to the development of new lighting technology that promises increased energy efficiency, reduced maintenance, longer life span and light control it is incumbent upon the Bureau to actively explore these new lighting sources.

DEMONSTRATION PROJECT

Currently, the Bureau is in the midst of preparing a demonstration project to evaluate LED luminaires by replacing existing 100W HPS (cobrahead) roadway luminaires on local, residential streets with various manufacturers. It is expected that the first phase of this demonstration project will occur from November 2008 to January 2009 and will greatly impact the City's direction for large scale deployment.

LED FIXTURES

The demonstration project will take four luminaires per manufacturer and install them side by side on consecutive residential city blocks. Manufacturers who wish to participate in this demonstration should strongly take into consideration the following suggested requirements:

- The fixtures should be controlled with a photoelectric control with standard socket per ANSI/NEMA C-136.10
- The fixture should connect like a standard cobra head into a typical pipe arm 2.5" in diameter
- The fixture should be designed to save 30% to 40% in energy
- The fixture should be designed to meet IESNA Standards for local/residential street with average roadway width of 36' and two sidewalks of 12' each. Pedestrian conflict area should be considered medium with pavement classification R3
- The fixtures should be a full cutoff with no significant glare
- Color temperature range 4500-6000 degrees Kelvin
- Warranty for complete units should be no less than 50,000 hours
- The fixture should have a minimum CRI index of 80
- The fixture should be designed to meet a power factor minimum of .95
- The fixture should be in compliance with LM-79 and LM 80
- The fixture should or within the next year be designed to provide dimming feature using a remote monitoring device

If your company is interested in this LED fixture demonstration you may contact Orlando Nova at Orlando.nova@lacity.org or (213) 847-1826. The Bureau would strongly encourage any company to participate in this project as the City of Los Angeles transitions into 21st Century lighting technologies.

REMOTE MONITORING UNITS

In addition to the evaluation of LED fixtures, the Bureau will be conducting a review and evaluation of remote monitoring units. This review will require units that can be mounted on 4 streetlights with all the devices needed to transmit data. Information submitted should include a description of the technology, the protocol used, all reporting aspects, warranty and associated costs for capital and ongoing. The ultimate goal is to have these units coordinate with the LED fixtures. The 4 units will be evaluated from January 2009 to June 2009

Manufacturers who wish to participate in this demonstration should strongly take into consideration the following suggested requirements:

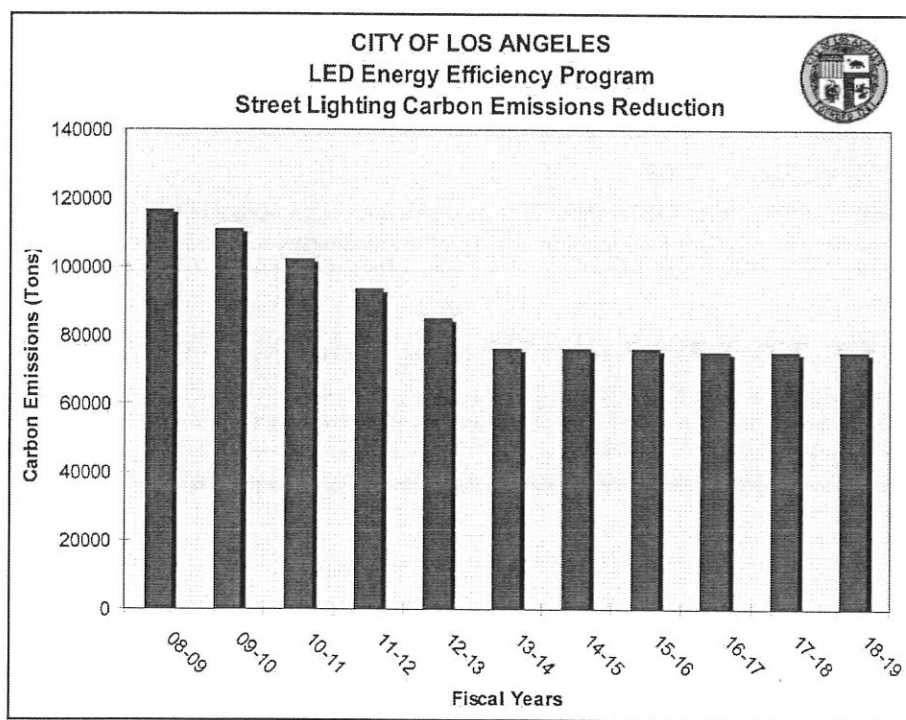
- The final data must be available in XML format for the City to download on a daily basis
- The remote monitoring units (RMU) should have the capacity to turn on and off the fixtures
- The RMU should have some capacity to report on energy usage
- The RMU should have an automated GPS reporting system or associated remote device

CLINTON **CLIMATE** INITIATIVE

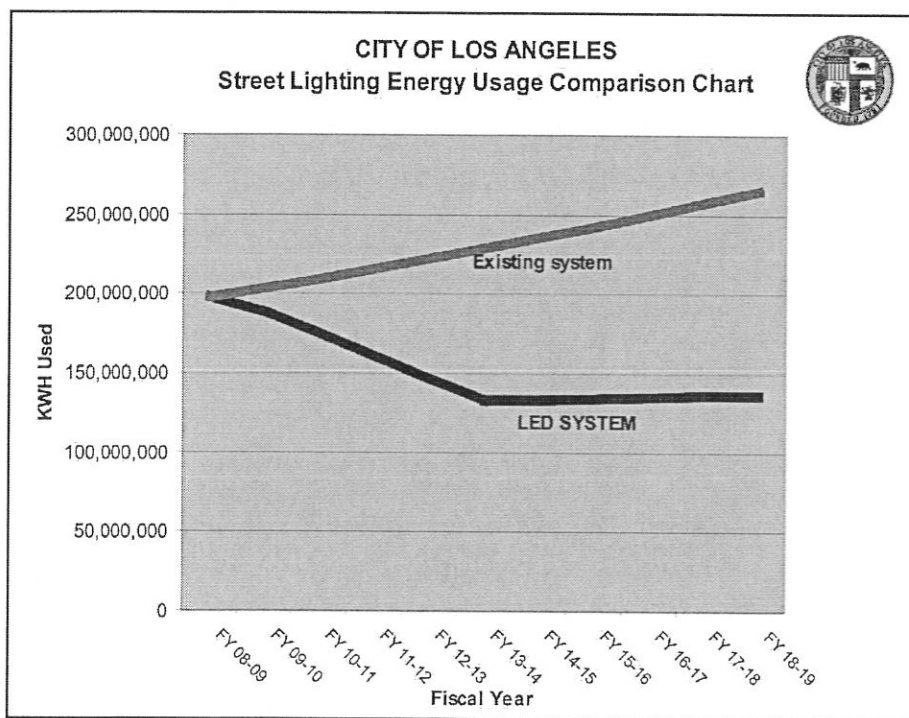
LED STREET LIGHTING CASE STUDY | CITY OF LOS ANGELES

- The RMU should have the capability to be coordinated with an LED fixture for dimming purposes
- The RMU should be able to provide various reports including day burners, reduction in energy or no power available

If your company is interested in this remote monitoring unit demonstration you may contact Kurt Sato at kurt.sato@lacity.org or (213) 847-1502. The Bureau would strongly encourage any company to participate in this project as the City of Los Angeles transitions into 21st Century lighting technologies.

APPENDIX D: PROGRAM ENERGY SAVED & CO₂E EMISSIONS

Street lighting CO₂e emissions per annum. Courtesy of LA BSL.



Street lighting electricity use per annum. Courtesy of LA BSL.

APPENDIX E: KEY REFERENCE MATERIALS**OAKLAND, CALIFORNIA – 2008**

This is Phase III of a long-running LED pilot test conducted by Pacific Gas & Electric Co., a utility company based in San Francisco, CA. The report demonstrates improvements in LED technology over time – it is remarkably comprehensive in its comparison of a 100W HPS street light and a 56W LED street light.

SAN FRANCISCO, CALIFORNIA – 2008

This report, also authored by PG&E, tests 4 different LED street lights to replace 100W HPS street lights in downtown San Francisco. The report contains an excellent hi-resolution analysis of these luminaires' photometric performances.

ANCHORAGE, ALASKA – 2008 (White paper forthcoming; see articles below for project background)

In an effort to reduce light pollution, cut utility bills and enhance safety, Anchorage conducted two large pilot tests of induction and LED street lighting systems for residential and commercial areas, including dimming systems. Anchorage has begun the full retrofit of its 16,000 luminaires from HPS to LED – the first phase of this, encompassing almost 4,000 luminaires of 150W and 250W size, has been completed. Payback will occur in less than 7 years; energy savings have so far achieved a 58% threshold. LED luminaires are from Beta Lighting.

ATTACHMENT "C"

Municipal Solid-State
STREET LIGHTING
CONSORTIUM
Sponsored by the U.S. Department of Energy

THE LIGHT POST

The Official MSSLC E-Newsletter

July, 2012

Volume 1, Number 3

In This Issue

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- Consortium's Technical Committee Meets in San Jose
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- CalTrans looking to Install 42,000 LED Roadway Lights
- Register for the Consortium's Boston Workshop Today!

Consortium Director
Edward Smalley
Seattle City Light

To have your LED project featured in THE LIGHTPOST contact us at:
MSSLC@Seattle.gov

Consortium Committees:

Executive Committee

- Edward Smalley, Seattle City Light
- Ghanshyam Patel, New York City Street Lighting Division
- Tod Rosinbum, Portland Ore, Traffic Signal & Street Lighting
- Michael Stevens, Georgia Power

Top of The Light Post-Director's Update

Remember, the Boston workshop is less than a month away. If you have not registered yet, please be sure to do so. Consortium workshops are an essential element of how we share knowledge and learn from one another's experiences. We hope to see you in Boston. Click [here](#) for registration information.

June was a busy and productive month for the Consortium. Ed Ebrahimian of the Los Angeles Bureau of Street Lighting and I attended the U.S. Conference of Mayors (USCM) 80th Annual Meeting in Orlando where we addressed the Energy Independence and Jobs Task Force to discuss the benefits of LED street lighting. Most importantly though, the USCM voted in favor of approving a resolution supporting the nation-wide use of LED street lighting technology. It was an honor to address this body and we are grateful that they have identified the benefits of LED street lighting and how implementation can assist cities' efforts to create efficiencies.

The American Public Power Association (APPA) held their 2012 National Conference in Seattle, June 17-20. The Consortium hosted a booth at the Expo and I gave a presentation on the City of Seattle's experience with LED street lighting along with a discussion of benefits and challenges. After the presentation, I was briefly interviewed by APPA staff for the "Public Power TV" portion of their website. You can see the interview by clicking [here](#). At the Consortium booth, we had several great discussions with public power representatives from all over the country. These are great opportunities to share experiences and learn from one another—that is what this organization is all about!

The Consortium's Technical Committee, Chaired by Cleveland Public Power's Ivan Henderson conducted a great meeting in San Jose, California, June 20-21. Topics of discussion included development of subcommittee and taskforce assignments, developing goals for the streetlight dimming task force, and the development of a national street lighting inventory.

Kind Regards.

Edward Smalley
Director, Municipal Solid-State Street Lighting Consortium

U.S. Conference of Mayors Adopts Resolution Supporting LED Street Lighting

In the June issue of *THE LIGHT POST*, we told you about the proposed U.S. Conference of Mayors Resolution endorsing the work of The Consortium and nation-wide use of LED street lighting. Great news! On Saturday, June 16, the USCM adopted the resolution. The complete resolution can be found by clicking [here](#). Thank you to the entire cadre of Mayors who believe in LED street lighting technology and signed on as a sponsor or co-sponsor. With more and more cities and towns implementing LED street

- Ed Ebrahimián, Los Angeles Bureau of Street Lighting
- Dr. Ronald Gibbons, Center for Infrastructure Based Safety Systems, Virginia Tech
- Rick Kauffman, IES Roadway Committee

Communications Committee

- Dave Smolinski, Chair, Georgia Power
- Bill Hibbs, Vice-Chair, Clark Public Utilities

Demonstrations Committee

- Chair: Vacant

Education Committee

- Scotty Hutto, Chair, Georgia Power

Technical Committee

- Ivan Henderson, Chair, Cleveland Public Power
- Ronnie Farrar, Vice-Chair, Duke Energy

Technical Controls Sub Committee

- Laura Stuchinski, Chair, City of San Jose, CA, Department of Transportation

Contact Us

MSSLC@seattle.gov

Visit us on the Web

www.ssl.energy.gov/consortium.html

[Click here for Tools & Resources](#)

Consortium Staff

- Michael Jerrett, Communications

lighting projects and support from organizations like the USCM, it is clear that adoption of LED street lighting is gaining steam. In future months, the Consortium will be looking for more ways to partner with the USCM and other like organizations in continuing to highlight LED streetlights for roadways across the US.



Pictured left to right: LA Bureau of Street Lighting Director, Ed Ebrahimián; Consortium Director, Edward Smalley; Seattle Mayor, Mike McGinn; Carmel Indiana Mayor, Jim Brainard; USDOE Better Buildings Challenge Director, Maria Vargas; Bridgeport, Connecticut Mayor, Bill Finch; Des Moines, Iowa Mayor T.M. Franklin

Featured Case Study: UC Davis

The University of California, Davis (UC Davis) recently completed an exterior networked LED project as part of the institution's Smart Lighting Initiative (SLI). The SLI was established to reduce campus electrical consumption by 30 million kWh by 2015 and save the university \$100,000 annually on electricity costs through lighting retrofits. The central focus of the networked exterior component of the SLI program is on area lighting and street lighting with an emphasis on adaptive controls, or smart lighting. This is cutting edge!

Specifically, the project wirelessly connects more than 1,600 LED lights along walking paths and roadways to a main control area. Lights that once operated in isolation now talk to each other as part of a seamless web. With this and other exterior lighting projects 80 percent complete, the energy required to light outside spaces is 58 percent less than it was five years ago. All while the university has added buildings, students, faculty and staff. The completed project is expected to save more than 1 million kWh annually. This is enough energy saved to offset the annual greenhouse gas emissions of 135 motor vehicles.



The SLI is funded in part by The California Statewide Energy Partnership Program, with the balance being paid off via annual energy savings. The projects are based on innovations developed or refined by the University's California Lighting Technology Center. The networked exterior portion of the project comes at a cost of \$950,000 and the estimated payback for both the indoor and outdoor portions of the project is nine years.

For a little more on the UC Davis project, click [here](#) to view a short feature on YouTube.

Technical Committee Pursues Street Lighting Inventory Project

As mentioned above, The Consortium's Technical Committee took advantage of its members being on the west coast and conducted an in-person meeting on June 21-22 in San Jose, CA. Hats off to Chair Ivan Henderson and his members for pulling off this logistically difficult meeting!

The agenda included discussions on the development of a mission statement; goals and objectives for subcommittees and taskforces; technical discussions on streetlight dimming technology and development of a scope of work regarding maintenance updates to the Consortium's Model Specification (subcommittee); development of an equivalency calculator; an end-of-life determination regarding lumen maintenance; and the Case Studies and Guidelines for LED Tariff taskforces.

Perhaps the most ambitious and exciting agenda item was the discussion surrounding the launch of a national streetlight inventory project. Many elements of our country's infrastructure are identified and catalogued in order to stay apprised of maintenance and conditions. However, one of our most essential (and underappreciated until darkness sets in) pieces of infrastructure, street lighting, goes largely undocumented on a national level. Here at The Consortium we are eager to get this process underway. While development of a national inventory is a significant undertaking, we are confident we can achieve success by taking small steps along the way to the ultimate goal of comprehensive street lighting information. When complete, this information will help assist policy makers as they weigh the costs and benefits of implementing their own LED street lighting programs.

Call for Entries: Next Generation Luminaires (NGL) Outdoor Design Competition

New Streetlights announced the launch of the 2012 Next Generation Luminaires (NGL) Outdoor Design Competition on June 18. Along with NGL, the competition is brought to you by the Illuminating Engineering Society, the International Association of Lighting Designers and our own Pacific Northwest National Laboratories on behalf of the US Department of Energy.

The competition began in 2008 to address market concerns of LED lighting performance and quality. The goal is to recognize the most exceptionally designed commercial LED lighting with the thought of making it easier to identify LED products that can best stand up to consistent end use.

This year, a specific category for street and roadway lighting has been added to the competition. The subcategories include: pole mounted roadway luminaires (major roadways), pole-mounted street lighting luminaires (collector roads), pole-mounted street lighting luminaires (local residential roads), and pole-mounted decorative street lighting luminaires (streetscape).*

To rate the entries, judges (made up of lighting industry professionals) evaluate sample fixtures in their intended applications. Included in the evaluation criteria are: color quality, appropriate illuminance, light distribution, BUG ratings, luminance and glare control, serviceability and replacement, energy efficiency, power quality, lumen maintenance, controllability, value, appearance and style.*

Those interested in entering, must provide an intent to submit form by Aug. 3, 2012. Online submission must be completed by Aug. 31, 2012 with the physical unit of entry due by Sept. 7, 2012. More information about NGL and contest entry can be found by clicking [here](#).

*www.newstreetlights.com/index_files_LED_street_light_news_NGL_award_program_476.htm

Caltrans to Purchase 42,000 Roadway LEDs

The City of Los Angeles has been viewed as a leader when it comes to installation of LED street lighting. Now, The California Department of Transportation (Caltrans) has issued an Invitation for Bid (IFB) to purchase 42,000 roadway LEDs. California plans to install the fixtures in four phases along their highways. This is the first phase in the goal of converting all state highways with LED fixtures.

"For the first phase of the installation, the LED luminaires used in Roadway 1 application will replace 200 watt HPS street lights. In the Roadway 2 application, the LED luminaires will replace 310 watt HPS street lights."*

*www.newstreetlights.com/index_files/LED_street_light_news_Caltrans_Seeks_bids_479.htm

Register Now: Boston LED Street Lighting Workshop August 2-3

Please join us in Boston for the next Consortium LED Workshop coming up on Aug. 2-3. The workshop will be held at the John W. McCormack Courthouse and Post Office Building with lodging accommodations at the Langham, Boston Hotel. Click the following link for registration and program information:

http://www1.eere.energy.gov/buildings/ssl/consortium_boston2012.html

As usual, consultants and designers are especially welcome to attend.

Please contact us at MSSLC@seattle.gov if you have any questions.

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim City Manager
By: Marlene M. Miyoshi, Interim Public Works Director
Kenneth Jones, Administrative Analyst

DATE: March 3, 2014

SUBJECT: Consideration to Approve Use of Proposition 1B (Prop 1B) Funds for the Fiscal Year (FY) 2013-2014 Crosswalk Striping Project

RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 7592 (Attachment "A") amending FY 2013-2014 Budget to appropriate \$22,380 in Prop 1B funds to undertake the Crosswalk Striping Project at eight locations within the City.

BACKGROUND:

1. On November 7, 2006, California voters approved Prop 1B, which authorized the issuance of \$419,925 billion in State general obligation bonds for specific transportation programs. The bond issue included \$2 billion for cities and counties for transportation facilities improvements that will assist in reducing local traffic congestion, improving traffic flows, or increasing traffic safety.
2. County and City funding were allocated, upon appropriation by the State Legislature, by formula. Funds apportioned to cities were based on total population of the City in relation to all cities in the State, with a minimum of \$400,000 to each City.
3. The City's first Prop 1B allocation totaled \$441,795 in 2008. The funds were committed to the Park Avenue Improvement Project that included utility undergrounding, new sidewalks, landscaping and irrigation, pedestrian lights, signage and a street median. All phases of the project were completed in July of 2011 for a total cost of \$404,440.
4. The City's second Prop 1B allocation totaled \$376,545 in 2011. In 2013, the Prop 1B funds were committed to a Slurry Seal Project that was completed in April 2013. The project was completed under budget for a total cost of \$351,434.

Consideration to Approve Use of Proposition 1B (Prop 1B) Funds for the Fiscal Year (FY) 2013-2014
Crosswalk Striping Project
Page 2

5. Per State funding requirements, the remaining Prop 1B fund balance of \$22,380 from the second Prop 1B allocation must be expended by June 30, 2014.

ANALYSIS:

The California Department of Finance requires “Front-End Accountability” that begins with a city council or county board of supervisors approving a plan of projects intended to be completed using the Local Streets and Roads Program Prop 1B bond proceeds. As such, City staff has identified a Crosswalk Striping Project (the Project) for use of the remaining Prop 1B allocation (\$22,380) and is requesting City Council approval of the Project.

Due to financial limitations, numerous crosswalks located within the City are fading and need restriping. The current condition of these crosswalks is creating a potentially unsafe environment for pedestrians. City staff believes it would be best to concentrate on crosswalks near or next to schools that are significantly faded, need restriping, and get substantial pedestrian traffic from students coming to and from the neighboring school sites.

Project Description:

The Project will consist of restriping traffic crosswalks with thermoplastic paint at the following locations. (Attachment “B” – Project Map)

- Maclay Avenue and Hollister Street (2 qty.)
- Maclay Avenue and Coronel Street (1 qty.)
- Maclay Avenue and Truman Street (4 qty.)
- Brand Boulevard and Truman Street (3 qty.)
- Brand Boulevard and Library Street (4 qty.)
- Eighth Street and Harding Avenue (2 qty.)
- Eighth Street and Orange Grove Avenue (4 qty.)
- Eighth Street and Lazard Street (3 qty.)

BUDGET IMPACT:

Adoption of the attached Resolution will appropriate the remaining balance of \$22,380 from the City’s Prop 1B Fund.

CONCLUSION:

To ensure the timely use of remaining Prop 1B funds, City staff recommends that the City Council approve the Prop 1B funded Crosswalk Striping Project.

Consideration to Approve Use of Proposition 1B (Prop 1B) Funds for the Fiscal Year (FY) 2013-2014

Crosswalk Striping Project

Page 3

ATTACHMENTS:

A. Resolution No. 7592

B. Crosswalk Striping Project Map

ATTACHMENT "A"**RESOLUTION NO. 7592****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2013-14 ADOPTED ON JULY 1, 2013**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2013-14, commencing July 1, 2013, and ending June 30, 2014; and

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

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2013.

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

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

Fund 11-311-0000-4600 (State Gas Tax: Proposition 1B)	
Increase in Expenditures:	\$22,380
Decrease in Revenues:	\$0

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2014.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 3rd day of March, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"

City of San Fernando



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PUBLIC WORKS DEPARTMENT**MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim City Manager
By: Marlene M. Miyoshi, Interim Public Works Director
Patsy Orozco, Civil Engineering Assistant II

DATE: March 3, 2014

SUBJECT: Consideration of Fiscal Year (FY) 2014-2015 Landscaping and Lighting Assessment District Resolution Initiating Proceedings and Ordering the Engineer's Report

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7590 (Attachment "A") initiating the proceedings for the FY 2014-2015 Levy of Annual Assessments for the Landscaping and Lighting Assessment District (LLAD); and
- b. Order the preparation of the Engineer's Report.

BACKGROUND:

1. Pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, in FY 1981-1982 the City Council established a citywide Landscaping and Lighting Assessment District to cover street lighting maintenance and operational costs. The LLAD is comprised of 5,178 parcels and the assessment, based on benefit, has been levied each year since that time.
2. In April 1995, the City Council accepted staff's recommendations to continue using the current assessment methodology with the exception of those assessments for single family corner lots, which would be based on front footage only (side yards not included). The change in assessing corner lots began in FY 1995-1996 and has continued through the present year.
3. In FY 2002-2003, the City conducted property owner protest ballot proceedings for a proposed assessment increase. The proposed increase was not approved.

Consideration of Fiscal Year (FY) 2014-2015 Landscaping and Lighting Assessment District Resolution
Initiating Proceedings and Ordering the Engineer's Report

Page 2

4. In FY 2003-2004, the City again submitted a proposed assessment increase to the property owners based on the District's estimated expenses and revenues. The property owners approved the proposed assessment increase and established new maximum assessment rates for the various land use classifications within the District.
5. For this current fiscal year, the LLAD Engineer's Report determined that estimated operating and personnel costs would be \$397,606. Levy adjustments of \$66,773 were in order, with a total assessment levy of \$330,833 that was submitted to the Los Angeles County Assessor's Office for processing.

ANALYSIS:

The purpose of the LLAD is to equitably assess properties in accordance with special benefits received from improvements and to cover the cost of maintenance and operation of the lighting system within the City's streets. The City Council has previously approved the methodology for assessments (which excluded costs for City parking lot lighting), and staff will continue with the same methodology this year.

The City has used Willdan Financial Services to prepare the required LLAD Engineer's Report in previous years. The firm is currently under an as-needed engineering services agreement with the City. They are experienced and very familiar with the City's LLAD. Staff recommends that the City continue using Willdan Financial Services, Inc. to prepare the LLAD Engineer's Report for Fiscal Year 2014-2015. The work timeline is shown in Attachment "B", and the proposed scope of services by Willdan is identical to last year's LLAD proceedings. The proceedings will be conducted in accordance with the State of California Landscaping and Lighting Act of 1972.

The costs outlined in the Engineer's Report for FY 2014-2015 will be included in the proposed City's Budget and will be assessed in FY 2014-2015 after City Council consideration and approval. City staff recommends using the same assessment methodology. The exact amounts and the assessment rate comparison will be shown in the Engineer's Report.

BUDGET IMPACT:

No impact to the current FY 2013-2014 Budget as funds were allocated in Account No. 027-344-0000-4200 (Street Lighting Fund – Operating Expenses).

CONCLUSION:

City staff recommends that the City Council direct staff to proceed with the FY 2014-2015 LLAD by adopting the Resolution to initiate procedures and ordering the Engineer's Report.

Consideration of Fiscal Year (FY) 2014-2015 Landscaping and Lighting Assessment District Resolution
Initiating Proceedings and Ordering the Engineer's Report
Page 3

ATTACHMENTS:

- A. Resolution No. 7590
- B. Work Schedule

ATTACHMENT "A"**RESOLUTION NO. 7590**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, INITIATING PROCEEDINGS FOR THE 2014-2015 LEVY OF ANNUAL ASSESSMENT FOR THE CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF DIVISIONS 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

WHEREAS, the City Council of the City of San Fernando proposes to levy the annual assessment for the Landscaping and Lighting Assessment District (hereinafter referred to as the "District") pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, being the "Landscaping and Lighting Act of 1972"; and

WHEREAS, the City Council of the City of San Fernando proposes that the net annual cost for improvement, maintenance and/or service of certain public facilities shall be fairly distributed among all assessable lots and parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements within the District; and

WHEREAS, the provisions of said Division 15, Part 2, require a written Engineer's Report in accordance with Chapter 3 (commencing with Section 22620).

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

1. The above recitals are all true and correct.
2. WILLDAN FINANCIAL SERVICES, is hereby ordered to prepare and file with the City Council a "Engineer's Report" relating to the 2014-2015 levy of annual assessment for said District in accordance with the provisions of Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.
3. Upon completion, said "Engineer's Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to Section 22623 of said Street and Highways Code.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2014.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick Olivarez, City Attorney

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 3rd day of March, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT “B”**Fiscal Year (FY) 2014-2015 Landscaping and Lighting Assessment District**

All dates are in calendar year 2014.

March 3	City Council adopts a Resolution initiating proceeding and ordering the preparation of an Engineer's Report.
March 4	City Engineer authorizes Willdan Financial Services to begin work using same methodology (as used in FY 2013-2014) for the Engineer's Report.
March 21–April 20	Prepare cost estimate and include/reference in the FY 2014-2015 street lighting budget, considering the FY 2014-2015 expenditures.
March 21-April 20	Compile parcel and zone changes for FY 2014-2015.
April 30	Willdan submits the Engineer's Report to the City.
May 19	Resolution approving the Engineer's Report, declaring the intention to order the annual lighting assessment and setting a date for the Public Hearing (July 7, 2014).
May 21	Send notice of Public Hearing with a copy of the Resolution for June 20, 2014 publication (10+ days prior to Hearing).
July 7	Public Hearing - Resolution declaring the continued maintenance of City street lights and confirming the annual assessment; Resolution is authorizing the addition of special assessment to the tax bill.
July	Submission of direct assessment via magnetic tape to Los Angeles County Auditor-Controller; City of San Fernando 2014-2015 Landscaping and Lighting District Account No. 240.52 (signed by the City Manager).
August 1	Submit parcel exception checklist to Los Angeles County Assessor's Office by City and Willdan.

Note: Street lighting assessment proceedings are performed in advance so that assessments may appear in the Los Angeles County Tax Rolls the same year lighting costs are incurred, FY 2014-2015.

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: March 3, 2014

SUBJECT: Consideration to Approve the City of San Fernando Health Campaign and 5K Relay Race

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the Interim City Manager to allocate City staff to begin plans for implementing the City of San Fernando Health Campaign and 5K Race (Health Campaign);
- b. Authorize the Interim City Manager to Execute a Letter of Agreement (Attachment "A") with W2 Promotions (W2P) to provide production services for the 5K Relay Race for an amount not to exceed \$6,000; and
- c. Authorize the Interim City Manager to Execute a Memorandum of Understanding (Attachment "B") with Valley Care Community Consortium (VCCC) to provide fiscal sponsorship for the Health Campaign.

BACKGROUND:

1. In 2004, the League of California Cities adopted an Annual Conference Resolution to encourage cities to embrace policies that facilitate activities that promote healthier communities, include healthy eating, and adopt city design and planning principles that encourage all citizens to exercise.
2. In 2006, the League of California Cities adopted a Resolution to work together with the Institute for Local Government, and the cities, counties, and schools partnership to develop a clearinghouse of information that cities can use to promote wellness policies and healthier cities. In response to the League of California Cities Resolution, the League, along with the cities, counties, schools partnership, and the California Center for Public Health Advocacy launched the "Healthy Eating Active Living (HEAL) Cities Campaign."

Consideration to Approve the City of San Fernando Health Campaign and 5K Relay Race

Page 2

3. On March 1, 2010, the City Council adopted a Resolution declaring the City of San Fernando a "California Healthy City & Community."
4. In March of 2011, the RCS Department established a partnership with Mission Community Hospital, California State University, Northridge, and Kaiser Permanente titled the *San Fernando Partnership for Healthy Families*.
5. On November 7, 2011, the City Council adopted a Resolution establishing a healthy food and beverage policy within City-owned public facilities.
6. On September 4, 2012, the City of San Fernando adopted comprehensive regulations governing smoking in outdoor places.
7. In March of 2013, the City of San Fernando 100 Citizens Program was awarded First Lady Michelle Obama's "Let's Move Campaign Video Challenge."
8. On July 1, 2013, the City Council adopted City priorities, which included preliminary plans for implementing a 5K Race.
9. On November 18, 2013, City Council approved an amendment to the City priorities, which expanded the 5k Relay Race event to include a health campaign.
10. On February 11, 2014, the Parks, Wellness, and Recreation Commission unanimously recommended to place the Health Campaign on the next City Council Meeting.

ANALYSIS:City Residents Health

The United States faces increased health care costs and diminished quality of life. In particular, over the past three decades, childhood obesity rates in the United States have tripled. Today, nearly one in three children in the United States is overweight or obese. This epidemic is estimated to cost Americans \$150 billion in added health care expenses every year. According to Los Angeles County Department of Public Health, 37.7% of children in San Fernando are overweight, compared to 23.0% of children in Los Angeles County. Overweight children and adults are at greater risk for developing numerous adverse health conditions that include: stroke, type 2 diabetes mellitus, high blood pressure, high cholesterol, certain cancers, and depression. In addition, the City of San Fernando is a predominantly Hispanic community, and according to the Office of Minority Health, Mexican Americans are almost twice as likely as non-Hispanic Whites to be diagnosed with diabetes. Because diabetes is prevalent in this population, it is predicted that 1 in 3 U.S. born children could develop diabetes during their lifetime.

Promoting Healthy Eating and Active Living

Cities and their residents are facing increased health care costs and diminished quality of life due to the epidemic of obesity and overweight. City leaders across California are stepping up to help stem the obesity epidemic in their communities (Source: Cities' Role in Reversing the Obesity

Consideration to Approve the City of San Fernando Health Campaign and 5K Relay Race

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Epidemic, The Healthy Eating Active Living Cities Campaign). Being overweight or obese is the result of consuming too many calories and not getting enough physical activity. According to the Community Preventive Services Task Force, there are strategies for improving eating and physical activity behaviors that can be utilized by public health professionals, community organizations, legislators, departments of parks, recreation, transportation, and planning, and the media, which can include:

- *Behavioral and Social Approach:* aim to improve health by teaching behavior change skills and providing social support for people who are trying to begin or continue regular physical activity.
- *Campaigns and Informational Approach:* aim to change knowledge about physical activity benefits, increase awareness about ways to increase physical activity in the community, explain how to overcome barriers and negative attitudes about physical activity, and increase participation in community-based activities.
- *Environmental and Policy Approach:* designed to provide opportunities, support, and cues to help people be more physically active. They may involve the physical environment, social networks, organizational norms and policies, and laws.

Many national efforts have focused on encouraging the public to make healthy food choices along with increasing their level of physical activity, which include the First Lady Michelle Obama's Let's Move Campaign, President's Challenge Program, National Football League PLAY 60 Campaign, and the California Center for Public Health Advocacy's Healthy Eating and Active Living Campaign. In addition, many cities have implemented city-wide health campaigns, which include City of Baldwin Park, City of El Monte, and the City of Fontana.

Proposed Campaign

The proposed Health Campaign will provide the City the opportunity to implement two of the three strategies listed above. The campaign is designed to bring awareness to adopting healthy lifestyles to help prevent chronic diseases that include diabetes. The project will include promotion of healthy eating and active living concepts into several yearly implemented city-sponsored events, creation of a 5K Relay Race, and marketing outreach to residents of the City of San Fernando. The campaign is scheduled to begin July 4, 2014 and end June 30, 2015 (refer to Attachment "C"). Six of seven events have been budgeted annually and are anticipated to have a minimal impact on city operations. The 5K Relay Run/Walk is designed to be held at Recreation Park and will include a 1.03 mile loop around Park Avenue, 1st Street, and 5th Street. There will be teams of three individuals recruited to participate in the event. Revenues will pay for expenses. Any additional funds will go to a City account to be used for additional wellness efforts in the City of San Fernando.

Oversight Committees

City staff will oversee the planning and implementation of the Health Campaign. Due to budget restraints, there will be two Committees formed to assist City staff. The Planning Committee is composed of City partners from the *San Fernando Partnership for Healthy Families*, *City Partners*, and CSUN student volunteers to assist with event logistics, marketing, outreach, and fundraising. The Advisory Committee is composed of community leaders that will provide guidance and directions to the Planning Committee and City staff.

Consideration to Approve the City of San Fernando Health Campaign and 5K Relay Race

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Projected Revenues and Expenditures

It is the goal of City staff and the Committees to implement a cost neutral campaign. It is estimated that the total budget for the Health Campaign will be approximately \$26,000 (Refer to Attachment "C"). In addition, it is estimated that the campaign can generate up to \$39,000 in fees from sponsorships, race entrance fees, and a planned vendor fair. There will be two fundraising deadlines followed to ensure the City does not over commit financially. If these milestones are not achieved then the campaign and/or race will be cancelled.

- June 6, 2014: \$12,000 (or 50% of estimated costs) raised
- July 31, 2014: \$20,000 (or 75% of estimated costs) raised

W2 Promotions

City Staff contacted several race event companies to provide technical assistance to City staff and the event Committees to ensure a safe and successful event. The benefits of event companies are that they help expedite and streamline the event planning by providing numerous resources to help increase revenues and decrease expenditures. It is City staff and the Advisory Committee's assessment that W2 Promotions is the most qualified consultant for the City 5K Relay Race. W2 Promotions was founded in 1980 by marathon runner Walt Walston to provide running event management services to non-profit organizations and corporations. With their extensive background and experience, W2 Promotions is specifically designed to help clients raise awareness and funds by organizing 5K & 10K runs and walks, marathons, triathlons, dog runs and family fun runs. W2 Promotions has put on running events throughout the greater Southern California area in venues as diverse as the Universal Studios Backlot, the Palos Verdes Peninsula, the Los Angeles Zoo, and downtown Los Angeles. The L.A. Leggers, the San Pedro and Peninsula YMCA, and Music Matters are just a few of the non-profit organizations that have benefitted from W2 Promotions' expertise. All W2 Promotions events are USA Track & Field certified and W2 Promotions works with the top rated race results companies, including Prime Time, to ensure that events are professional and successful. All W2 Promotions services fees will be paid by the Fiscal agent from all revenues collected.

Fiscal Agent

The Valley Care Community Consortium will assume the role of fiduciary agent for City of San Fernando for the 2014-2015 Health Campaign and Relay Race as described in the Memorandum of Understanding (Attachment "B"). Fiscal responsibilities will include processing check requests, purchase orders, disbursement of funds, and appropriate subcontracts with consultants and vendors as directed by City of San Fernando. Fiscal reports on the distribution of funds will be provided as needed by City of San Fernando and grant reporting guidelines. No payments will be distributed without the written approval of a designated City of San Fernando authorized staff member. In addition, VCCC will process a check to the City of San Fernando to cover staff salaries for the 5K Race Event Day from fundraising efforts. The RCS Department will budget for staff salaries in the Recreation Account (Fund 17) for Fiscal Year 2014-15.

Consideration to Approve the City of San Fernando Health Campaign and 5K Relay Race
Page 5

CONCLUSION:

Cities and their residents are facing increased health care costs and diminished quality of life due to the epidemic of obesity and being overweight. The Health Campaign will provide the City with the opportunity to promote healthy eating and active living to residents of the City of San Fernando in order to help avoid chronic diseases, including diabetes. Therefore, City staff is recommending that the City Council: 1) authorize the Interim City Manager to allocate City staff to begin plans for implementing the City of San Fernando Health Campaign and 5K Race (Health Campaign); 2) authorize the Interim City Manager to execute a Letter of Agreement (Attachment "A") with W2 Promotions (W2P) to provide production services for the 5K Relay Race for an amount not to exceed \$6,000; and, 3) authorize the Interim City Manager to execute a Memorandum of Understanding (Attachment "B") with Valley Care Community Consortium (VCCC) to provide fiscal sponsorship for the Health Campaign.

BUDGET IMPACT:

There will be no impact to the FY 2013-2014 General Fund. If the project is not cancelled prior to August 1, 2014, there will be an impact of up to \$6,000 during FY 2014-2015, which would be paid through the Recreation Account (Fund 17). However, City staff will work with all partners involved to ensure the project meets all fundraising deadlines so that the Health Campaign is fully funded. All fees associated with the Health Campaign will be paid through the fiscal agent (VCCC) from fundraising efforts secured by the date July 31, 2014.

ATTACHMENTS:

- A. Letter of Agreement
- B. Memorandum of Understanding
- C. Health Campaign and 5K Relay Race Proposal

ATTACHMENT "A"

W2 PROMOTIONS

LETTER OF AGREEMENT

This letter is an agreement between W2 Promotions and The City of San Fernando for the services of W2 Promotions to aid in the production of the 1st annual 5K Relay. This event is to be held at Recreation Park, in the City of San Fernando.

The City of San Fernando will pay an administrative fee of \$5,000.00 to W2 Promotions for their services on the following payment schedule: \$1,000.00 on August 1, 2014, \$2,000.00 on September 1, 2014, with the balance of \$2,000.00 paid on event day, Saturday, October 4, 2014.

Walt Walston, president of W2 Promotions will attend one committee planning meeting prior to August 1, 2014 at no charge. If the event is canceled after August 1st, a \$500 fee is to be paid within two weeks of its cancellation.

Fees of \$1,000.00 are due and not refundable if the event does not occur for any reason, or if another promotion company or person replaces W2 Promotions in the capacity of the Course Director and event promoter, on or after August 1, 2014.

W2 Promotions will provide two (2) professional course officials to assist on event day, one volunteer coordinator and one expo coordinator under the guidance and supervision of Walt Walston of W2 Promotions. These two course officials, the volunteer coordinator and expo coordinator to be paid on event day by The City of San at \$250.00 each.

Also, W2 Promotions' Exhibitor Coordinator will solicit and coordinate the arrival of exhibitors and food and drink for the event, at a fee of \$50 for each exhibitor and food/drink product secured. Exhibitors will pay an agreed amount for an expo space while product sponsors will not pay for a table or booth space for their donation of product. The City and Parks Department will have free space in the expo area for an information table and for their sponsors, coordinated by our expo coordinator. If the city's Fire Marshal requires an expo layout map, a fee of \$250 will be added for the expo coordinator to provide said map.

Also, W2 Promotions and Employees will be named as additionally insured agent's in the event insurance coverage as well as named as a waived party on the race entry form.

Also, W2 Promotions shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facility that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$1,000,000) for property damage. Such coverage shall (a) name City as an additional insured, (b) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (c) contain a waiver of any right of subrogation against City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of City.

It is understood that The City of San Fernando will be responsible for securing the necessary road cones, barricades and small equipment truck for course work on event day.

Also, any additional expenses not previously agreed upon and incurred by W2 Promotions through permission of The City of San Fernando will be paid no less then one week after the event, upon submission of receipts by W2 Promotions.

Mutually agreed upon the below listed dates:

-----	-----
City of San Fernando/City Manager	Date

-----	-----
W2 Promotions / Walt Walston	Date

W2 Promotions...1666 Ashland Ave., Santa Monica, CA. 90405phone...310-828-4123
email = w2promo@aol.com....web = www.w2promotions.com

ATTACHMENT “B”

Memorandum of Understanding between Valley Care Community Consortium and City of San Fernando

This Memorandum of Understanding (MOU) is entered into by Valley Care Community Consortium (VCCC), located at 7515 Van Nuys Blvd. 5th Floor, Van Nuys, CA 91405 (housed at Mid Valley Comprehensive Health Center) and City of San Fernando. The purpose of the MOU is to define a fiduciary relationship between VCCC and City of San Fernando for financial administration of designated projects related to the City of San Fernando’s 2014/2015 Health Campaign and 5 K Relay Race, as decided by mutual agreement of both parties.

Whereas,

1. Valley Care Community Consortium is a 501 (C) (3) non-profit health and mental health planning consortium dedicated to acting as a catalyst for improving access to care within Service Planning Area 2 of Los Angeles County. The VCCC Vision; Valley Care Community Consortium leads a collaboration of public and private community partners to advocate, plan, assess needs and facilitate development of effective programs and policies to improve the health of the residents in the San Fernando and Santa Clarita Valleys. VCCC has developed expertise in grant administration including fiscal management of grant funds.
2. City of San Fernando – began preliminary plans for a health campaign and 5K to take place between July 1, 2014 and June 30, 2015. The project is designed to bring awareness to residents of the City of San Fernando to adopt healthy lifestyles to avoid chronic diseases, including diabetes. The project will include several events, with a major focus on a large 5K Relay Race scheduled for October 4, 2014.
3. City of San Fernando – has several grant –funded projects and sub-contracts in place currently, none of which VCCC is the fiscal agent. Upon mutual agreement of this MOU the City of San Fernando is agreeing that VCCC will act in the role of fiscal agent for the sole purpose of the Health Campaign and Relay Race. The City of San Fernando has requested that VCCC provide these services.

A. Responsibilities for Valley Care Community Consortium

A-1 VCCC when requested will assume the role of fiduciary agent for City of San Fernando for the 2014-2015 Health Campaign and Relay Race. Fiscal responsibilities will include processing check requests, purchase orders, disbursement of funds, and appropriate subcontracts with consultants and vendors as directed by City of San Fernando. Fiscal reports on the distribution of funds will be provided as needed by City of San Fernando and grant reporting guidelines. Expense vouchers, mileage reports, purchase orders and all items needing reimbursement will be reviewed for contract line item compliance and all funds to be paid out must be submitted by way of voucher, expense report, invoice or other electronic or hard copy request for items not requested in such manner receipts must be submitted prior to being reimbursed. VCCC will complete all required financial reports within 5 business days of request. All reports required by funders will be completed at least five days prior to the due date for review by City of San Fernando.

A-2 Any future consultants to be hired for City of San Fernando projects where VCCC serves as the fiscal agent will be selected by City of San Fernando however notification of changes in staffing and consultants should be made known to VCCC so that correct payment obligations are known.

A-3 VCCC will insure that there is no duplication of charges across various funding sources. At the direction of City of San Fernando, VCCC will also obtain any necessary approvals to move funds or add line items to the budget as directed by City of San Fernando as/and allowed by the funding source.

A-4 VCCC will have the right to decline City of San Fernando projects that may not be in alignment with the VCCC Vision or Mission, are not part of the health campaign, and/or in those instances where VCCC is planning to apply to the same funder and therefore may create a conflict of interest.

A-5 VCCC Director must have the approval of the VCCC Board of Directors to assume the role of fiscal agent for the project request.

B. Responsibilities of City of San Fernando

B-1 City of San Fernando is responsible for achieving the overall objectives of the projects and is responsible for meeting the grant/funding objectives as set forth in the grant/funding agreement. In addition City of San Fernando will direct the spend-down of grant funds as listed in the approved grant budget.

B-2 City of San Fernando will supervise and direct the work of City of San Fernando staff and consultants, including the Program Manager and other staff members and consultants that are hired for the purpose of completing the objectives of the funded project.

B-3 City of San Fernando will acknowledge VCCC's fiscal agent role as appropriate in written and verbal communications and in return VCCC will acknowledge and credit City of San Fernando for outcome accomplishments achieved as a result of the funded project.

B-4 All invoices and financial issues will be brought to the Director of VCCC for approval and payment. City of San Fernando will designate up to two (2) individuals who will be authorized to sign and approve all invoices to be paid out by VCCC. No payments will be distributed without the written approval of a designated City of San Fernando authorized staff member. Approval will be accepted via hard copy with signature or via email correspondence.

B-5 City of San Fernando will communicate directly with VCCC director or member of the VCCC Executive Committee member of the VCCC Board of Directors regarding any financial and operational matters at least annually or on an as needed basis pending issues that may arise.

B-6 For grants and subcontracts in which VCCC will be the fiscal agent, VCCC will use an indirect rate of 8% for one year projects and 10% for multi-year projects when creating a budget. Any variation from these stated rates will be negotiated in advance to reach a mutually satisfactory agreement and must be approved by City of San Fernando leadership and VCCC Board of Directors. VCCC will have an opportunity to review grant budgets prior to their submission to funders for those that VCCC is to provide fiscal oversight.

C. Term of the Agreement

This Agreement will commence on March 15, 2014 and will remain in force for one year or until grant activities are complete and funds expended. This Agreement may be automatically renewed annually as mutually decided by VCCC and City of San Fernando.

The Agreement may be terminated by either party prior to grant completion upon a 60-day written notice. If terminated prior to grant completion City of San Fernando will be required to cc funder if they terminate the contract and if VCCC terminates the contract they will be required to notify the funder that they will no longer act in the role of fiscal agent and provide a detail report to City of San Fernando and funder of status of grant funds as of termination date.

Fred Ramirez, Interim City Manager, City of San Fernando

Date

Joni Novosel, Director, Valley Care Community Consortium (VCCC)

Date

Bonnie Bailer, President VCCC Board of Directors

Date

ATTACHMENT "C"**PROJECT TITLE: CITY OF SAN FERNANDO HEALTH AWARENESS CAMPAIGN****OVERALL PROJECT DESCRIPTION:**

Begin plans for a health campaign and 5K for FY 2014/2015. This project is designed to bring awareness to residents of the City of San Fernando to adopt healthy lifestyles to avoid chronic diseases, including diabetes. The project will include several annual city-sponsored events and one new event that would provide access for the city/partners to communicate to the community about chronic disease awareness/prevention.

Events (July4, 2014 to June 2015) include:

1. Summer Nights at the Park, featuring (Summer, 2014)
 - Family Swim
 - Concerts
 - JAM Sessions
 - Dive-in movies
2. 5K Relay Race – October, 2014 (New event)
3. Day of the Dead Celebration – November, 2014
4. Diabetes Expo – November, 2014
5. Holiday Celebrations - December, 2014
6. Annual New Year's Exercise Marketing Campaign (January 2015)
7. Egg Hunt (April, 2015)

Year round Marketing (July4, 2014 to June 2015):

- Deliver pre-existing health campaigns promoting Healthy Eating and Active Living into events, park facilities, water bill, bus shelters, trolley systems, and local media outlets. It is estimated that outreach could be as much as 81,000 people. The messages utilized may include the following:
 - Network for a Healthy California: Champions for Change, Champion Moms Campaign and;
 - County of Los Angeles: Rethink Your Drink Campaign

PARTNERS

The partners involved with the health campaign, include Mission Community Hospital, Valley Care Community Consortium, Kaiser Permanente, California State University, Northridge, and Kiwanis.

PROJECT MANAGEMENT

City staff will oversee the project with assistance from the following committees:

1.) Advisory Committee = Guidance and directions to planning committee

- Councilmember: Robert Gonzalez
- 2 Parks and Recreation Commissioners: Danitza Pantoja, Joe Ponce
- RCS staff: Ismael Aguila
- Local partners:
 - Audrey Simons, Mission Community Hospital
 - Joni Novosel, Valley Care Community Consortium
 - Amy Weisse, Kaiser Permanente
 - Dr. Frank Alvarez, Los Angeles County Department of Public Health
 - Dr. Steven Loy, California State University, Northridge

2.) Planning Committee = logistics of event, contacting sponsors, etc.

- CSUN graduate volunteers
- Appointed staff from Advisory Committee
- City Staff
- Local Partners

ESTIMATED EXPENDITURES FOR CAMPAIGN & RACE

- T-shirts - \$3-5/shirt (1000 shirts) - \$3,900 total
- Street closure (PW) - \$3500
- Security (PD) - \$1500
- Race day/finish line equipment
(Registration, start/finish line, signs, bibs, clocks, etc.) - \$3250
- Medical - \$500
- Food/water - \$2000
- Marketing/race form entry material - \$4,000
- Stage/Entertainment - \$1500
- Table/chairs - \$600
- Consultant: \$5,000
- Paid Assistants for Race Day: \$500

Total expenditures: \$26,250

REVENUES FOR CAMPAIGN & RACE: \$28,000 - \$39,000

Sponsorships: \$15,000-\$20,000

Registration: \$10,000 - \$14,000

Vendors: \$3,000 - \$5,000

METHOD: #1. Race Registration**Categories include:**

Open: Open to all of all ages/levels - \$45/team

Family: composed of family members (min 1 child and 1 adult) - \$39/team

School: representing school - \$39/team

Corporate: employees of business - \$55/team

Event Race/Walk:

This race event will be held at Recreation Park and is designed to encourage families and non-experienced race individuals to accomplish the goal of a 5K race.

There will be three with a will include the following:

1. **5K Relay Run/Walk:** This is a 1.03 mile loop starting on 1st Street, on to Park Street, up to 5th Street, and return back. There will be teams of 3 recruited to participate in the event. Each participant will run/walk one loop of the course with a pass of a baton.
2. **Tot Run:** This “dash” will be for the youngsters and be held in Recreation Park.
3. **Health Fair:** Invite vendors to provide health and wellness information/resources to participants of the race.

METHOD #2: Sponsorship Levels

- Title Sponsor - \$10,000 (maximum of 1)
- Platinum Sponsor - \$5,000 (maximum of 2)
- Gold Sponsor - \$2,500
- Silver Sponsor - \$1,000
- Bronze Sponsor - \$500
- Friend Sponsor - \$250

METHOD #3: Misc.

- Vendors – sell spaces for funding
- Parking space costs
- Donations
- Grants

FUNDRAISING:

- City staff will manage the project with assistance from the Planning Committee, CSUN interns, Advisory Committee, and Event Consultant. City staff will not be responsible for fundraising. Revenues will go to pay for health campaign expenses. Any additional funds will go to city wellness account.
- Deadlines:

- June 6, 2014: \$12,000 (or 50% of estimated costs) raised
- July 31, 2014: \$20,000 (or 75% of estimated costs) raised

FISCAL AGENT:
***Valley Care Community Consortium*, Non-profit # C2944518**

- Established in 1995, Valley Care Community Consortium (VCCC) is the health and mental health planning collaborative for Los Angeles County's Service Planning Area 2 (SPA 2), representing the 2 million plus residents of the San Fernando and Santa Clarita Valleys.
- Collaborative partner with City: Diabetes Expo, Disaster Preparedness Program, City Walking Programs.
- Provide the City with detail accounting of the expenditures and revenues of the Health Campaign.

CONSULTANT:

The City will contract out with a W2 Promotions to maximize efforts and minimize impact on city staff. The Consultant will coordinate with the Planning Committee, Advisory Committee, CSUN volunteers, and City Staff to aid in the "production" of the Race. His services are \$5,000 with a payment schedule of:

- \$500 fee if event is cancelled after April 1st and before August 1, 2014
- \$1,000.00 on/after August 1, 2014
- \$2,000.00 on/after September 1, 2014
- The balance of \$2,000.00 paid on event day, Saturday, October 4, 2014

IN-KIND ASSISTANCE:

- **California State University, Northridge**
 - CSUN's The Center for Visual Communication (VISCOM) to provide marketing and branding technical assistance. They will develop brochures, posters, cards, etc. for all marketing, fundraising, etc.
 - The Kinesiology Department will provide:
 - 4 volunteers to assist with planning, marketing, and fundraising
 - 30+ student volunteers to help on race day
 - CSUN Wellness Institute will provide assistance in marketing the race for participants and volunteers for the day of the event.
- **Mission Community Hospital**
 - Assist with fundraising, planning of logistics, and marketing of event.
- **Valley Care Community Consortium**
 - Assist with fundraising, planning of logistics, and marketing of event.
 - Agree to be a fiscal sponsor for all fundraising of for the event.
- **Kaiser**
 - Assist with planning of logistics and marketing of event.

- **Los Angeles County Department of Public Health**
 - Provide technical assistance to gathering and interpreting health data of campaign success.
- **Kiwanis**
 - Assist with planning of logistics and marketing of event.

ESTIMATED RCS STAFF HOURS INVOLVED:

YTD: 23-hours as of March of 2014

Projected: 2-4 hours/week (March, 2014 to November, 2014)
.5/week (December, 2014 to June 2015)

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim City Manager

DATE: March 3, 2014

SUBJECT: Consideration to Co-sponsor Assemblymember Raul Bocanegra's Junior Legislator Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve City co-sponsorship of Assemblymember Raul Bocanegra's Junior Legislator Program (Attachment "A"); and
- b. Approve the use of the City Council Chambers and two eight-foot tables on March 29, 2014, for said program.

BACKGROUND:

On February 19, 2014, Mayor Pro Tem Ballin was invited by Assemblymember Bocanegra's Office to speak to the Junior Legislator Program at their upcoming meeting. Additionally, Assemblymember Bocanegra's Office requested use of the Council Chambers to facilitate the program's next meeting scheduled for March 29, 2014.

ANALYSIS:

Junior Legislator Program

The Junior Legislator Program consists of students from local high schools in the 39th Assembly District. The program conducts mock assemblies so the participants may receive firsthand knowledge on how state government functions. Throughout the year, the program participants are involved in community service projects and attend monthly policy workshops.

The program culminates in the Spring with a trip to Sacramento.

Consideration to Co-sponsor Assemblymember Raul Bocanegra's Junior Legislator Program

Page 2

Junior Legislator Program Co-sponsorship Request

With the co-sponsorship, the City of San Fernando will lend support to Assemblymember Bocanegra's Junior Legislator Program by allowing use of the Council Chambers on March 29, 2014, at no cost; and the use of two eight-foot tables.

Considering the requested date is Saturday, March 29, 2014, from 8 am to 2 pm, a City employee would need to be available to open and close the Council Chambers. To keep cost at a minimum, an on-duty Community Preservation Officer will be available to open and close the facility.

BUDGET IMPACT:

There will be no budget impact to the General Fund for FY 2013-2014.

CONCLUSION:

It is recommended that the City Council approve co-sponsorship of Assemblymember Bocanegra's Junior Legislator Program and authorize the use of the Council Chambers and two eight-foot tables. This co-sponsorship will allow for local students to receive a great opportunity interact in a city government atmosphere.

ATTACHMENT:

A. Assemblymember Raul Bocanegra's Office Request

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0039
(916) 319-2039
FAX (916) 319-2139

DISTRICT OFFICE
9300 LAURAL CANYON BLVD., FIRST FLOOR
ARIETA, CA 91331
(818) 504-3911
FAX (818) 504-3912

E-MAIL
Assemblymember.Bocanegra@assembly.ca.gov

Assembly California Legislature



RAUL BOCANEGRA
ASSEMBLYMEMBER, THIRTY-NINTH DISTRICT

COMMITTEES
CHAIR: REYNALDO ALONSO
ATTACHMENT "A"
APPROPRIATIONS
BUSINESS, PROFESSIONS AND
CONSUMER PROTECTION
ELECTIONS AND REDISTRICTING
WATER, PARKS AND WILDLIFE
SELECT COMMITTEES
CHAIR: ADDRESSING OUT OF
SCHOOL, UNEMPLOYED YOUTH
INNOVATIVE GREEN FINANCING
MECHANISMS
JUSTICE REINVESTMENT
SMALL BUSINESS FINANCING AND
DEVELOPMENT OPPORTUNITIES

February 25, 2014

Mayor Lopez
San Fernando City Council
1117 Macneil Street
San Fernando, CA 91340

Dear Mayor, Antonio Lopez:

I am writing to request for San Fernando City Hall to host our meeting by providing the Council Chambers on Saturday, March 29, 2014 from 8:00a.m- 2:00p.m. I am also requesting that you serve as one of our guest speakers for the day. This guest speaking invitation is open to the entire City Council as well. We would need 2 additional tables for the sign in area and educational material. This monthly meeting of the Junior Legislators Program will focus on the policy area of water. A representative from the Metropolitan Water District is scheduled to speak.

The meeting will take place on Saturday, March 29, 2014 from 9:00a.m. to 1:00p.m. We are expecting about 35 people to attend. This program consist of a select group of local high school students who participate in mock assembly, and get firsthand knowledge as to how state government functions. During the year, they participate in community service projects and monthly policy workshops. This program culminates in Spring 2014 with a trip to our State Capitol in Sacramento.

I would appreciate the opportunity for San Fernando City Hall to host our meeting as it would also serve as a great opportunity for our students to interact hands on with a municipal government. If you have questions, please feel free to contact my representative Jaqueline Serrano at the District Office at (818) 504-3911, or by email at jaqueline.serrano@asm.ca.gov.

Sincerely,

RAUL BOCANEGRA
Assemblymember, 39th District



STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0039
(916) 319-2039
FAX (916) 319-2139

DISTRICT OFFICE
9300 LAURAL CANYON BLVD., FIRST FLOOR
ARIETA, CA 91331
(818) 504-3911
FAX (818) 504-3912

E-MAIL
Assemblymember.Bocanegra@assembly.ca.gov

Assembly California Legislature



RAUL BOCANEGRA
ASSEMBLYMEMBER, THIRTY-NINTH DISTRICT

COMMITTEES
CHAIR: REVENUE AND TAXATION
APPROPRIATIONS
BUSINESS, PROFESSIONS AND
CONSUMER PROTECTION
ELECTIONS AND REDISTRICTING
WATER, PARKS AND WILDLIFE

SELECT COMMITTEES
CHAIR: ADDRESSING OUT OF
SCHOOL, UNEMPLOYED YOUTH
INNOVATIVE GREEN FINANCING
MECHANISMS
JUSTICE REINVESTMENT
SMALL BUSINESS FINANCING AND
DEVELOPMENT OPPORTUNITIES

February 25, 2014

Mayor Pro Tem Ballin
San Fernando City Council
1117 Macneil Street
San Fernando, CA 91340

Dear Mayor Pro Tem, Sylvia Ballin:

I am writing to request for San Fernando City Hall to host our meeting by providing the Council Chambers on Saturday, March 29, 2014 from 8:00a.m- 2:00p.m. I am also requesting that you serve as one of our guest speakers for the day. This guest speaking invitation is open to the entire City Council as well. We would need 2 additional tables for the sign in area and educational material. This monthly meeting of the Junior Legislators Program will focus on the policy area of water. A representative from the Metropolitan Water District is scheduled to speak.

The meeting will take place on Saturday, March 29, 2014 from 9:00a.m. to 1:00p.m. We are expecting about 35 people to attend. This program consist of a select group of local high school students who participate in mock assembly, and get firsthand knowledge as to how state government functions. During the year, they participate in community service projects and monthly policy workshops. This program culminates in Spring 2014 with a trip to our State Capitol in Sacramento.

I would appreciate the opportunity for San Fernando City Hall to host our meeting as it would also serve as a great opportunity for our students to interact hands on with a municipal government. If you have questions, please feel free to contact my representative Jaqueline Serrano at the District Office at (818) 504-3911, or by email at jaqueline.serrano@asm.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "Raul Bocanegra".

RAUL BOCANEGRA
Assemblymember, 39th District



STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0039
(916) 319-2039
FAX (916) 319-2139

DISTRICT OFFICE
9300 LAURAL CANYON BLVD., FIRST FLOOR
ARIETA, CA 91331
(818) 504-3911
FAX (818) 504-3912

E-MAIL
Assemblymember.Bocanegra@assembly.ca.gov

Assembly California Legislature



RAUL BOCANEGRA
ASSEMBLYMEMBER, THIRTY-NINTH DISTRICT

COMMITTEES
CHAIR: REVENUE AND TAXATION
APPROPRIATIONS
BUSINESS, PROFESSIONS AND
CONSUMER PROTECTION
ELECTIONS AND REDISTRICTING
WATER, PARKS AND WILDLIFE

SELECT COMMITTEES
CHAIR: ADDRESSING OUT OF
SCHOOL, UNEMPLOYED YOUTH
INNOVATIVE GREEN FINANCING
MECHANISMS
JUSTICE REINVESTMENT
SMALL BUSINESS FINANCING AND
DEVELOPMENT OPPORTUNITIES

February 25, 2014

Councilmember Avila
San Fernando City Council
1117 Macneil Street
San Fernando, CA 91340

Dear Councilmember, Jesse H. Avila:

I am writing to request for San Fernando City Hall to host our meeting by providing the Council Chambers on Saturday, March 29, 2014 from 8:00a.m- 2:00p.m. I am also requesting that you serve as one of our guest speakers for the day. This guest speaking invitation is open to the entire City Council as well. We would need 2 additional tables for the sign in area and educational material. This monthly meeting of the Junior Legislators Program will focus on the policy area of water. A representative from the Metropolitan Water District is scheduled to speak.

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February 25, 2014

Councilmember Fajardo
San Fernando City Council
1117 Macneil Street
San Fernando, CA 91340

Dear Councilmember, Joel Fajardo:

I am writing to request for San Fernando City Hall to host our meeting by providing the Council Chambers on Saturday, March 29, 2014 from 8:00a.m- 2:00p.m. I am also requesting that you serve as one of our guest speakers for the day. This guest speaking invitation is open to the entire City Council as well. We would need 2 additional tables for the sign in area and educational material. This monthly meeting of the Junior Legislators Program will focus on the policy area of water. A representative from the Metropolitan Water District is scheduled to speak.

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February 25, 2014

Councilmember Gonzales
San Fernando City Council
1117 Macneil Street
San Fernando, CA 91340

Dear Councilmember, Robert C. Gonzales:

I am writing to request for San Fernando City Hall to host our meeting by providing the Council Chambers on Saturday, March 29, 2014 from 8:00a.m- 2:00p.m. I am also requesting that you serve as one of our guest speakers for the day. This guest speaking invitation is open to the entire City Council as well. We would need 2 additional tables for the sign in area and educational material. This monthly meeting of the Junior Legislators Program will focus on the policy area of water. A representative from the Metropolitan Water District is scheduled to speak.

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RAUL BOCANEGRA
Assemblymember, 39th District



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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: March 3, 2014

SUBJECT: Consideration to Approve Baseball Fields and Concession Stand License Agreements for Youth Baseball Leagues

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the Interim City Manager to execute a Baseball Fields and Concession Stand License Agreement (Attachment “A” – Contract No. 1735) with Santa Rosa Baseball League (SRBL) to grant access to use park facilities at Las Palmas Park; and
- b. Authorize the Interim City Manager to execute a Baseball Fields and Concession Stand License Agreement (Attachment “B” – Contract No. 1736) with San Fernando National Little League (SFNL) to grant access to use park facilities at Pioneer/Recreation Park.

BACKGROUND:

1. In July of 2013, the Parks, Wellness, and Recreation Commission adopted priorities for Fiscal Year (FY) 2013-2014, which included a study into a profit sharing agreement for organizations utilizing park concession stands. The Recreation and Community Services (RCS) Operations Manager recommended to table any study until the department could provide a detailed update on the operations of the Santa Rosa Baseball League and the San Fernando National Baseball League (hereon referred to as the “Leagues”).
2. On February 11, 2014, the RCS Operations Manager presented an update on the Leagues’ operations at the Parks, Wellness, and Recreation Commission meeting (refer to Attachment “C”). The update also provides a summary of activities dating back to 2008 related to field usage, field maintenance, impact fees and concession stands operations.

Consideration to Approve Baseball Fields and Concession Stand License Agreements for Youth Baseball Leagues

Page 2

3. On February 18, 2014, the City Attorney recommended that the standard Facility-Use Agreement (Attachment “D”) utilized by the RCS Department for use of the baseball fields and concession stands be amended and approved by City Council.

ANALYSIS:

Youth Baseball Leagues

The City is the home of two Leagues that provide services to approximately 600 youth in the Northeast San Fernando Valley. The Leagues include the following:

- Santa Rosa Baseball League
 - Field use: Las Palmas Park, located at 505 South Huntington Street, which includes four baseball fields, one concession stand, and occasional meeting rooms.
 - Months of Activity: January - June, December
- San Fernando National Little League
 - Field use: Pioneer Park, located at 828 Harding Avenue, which includes two baseball fields and one concession stand and; Recreation Park located at 208 Park Avenue, which includes one baseball field.
 - Months of Activity: January - June, September – December

Concession Stand Operations

The City has four concession stands located at park facilities that include: Recreation Park, Las Palmas Park, Pioneer Park, and the San Fernando Regional Pool Facility. There are a total of two concession stands that are utilized by the Leagues for approximately seven to ten months per year. The Leagues benefit from using these concession stands by generating revenue to pay for umpire fees and other ancillary expenses not covered by registration charges. For years, the Leagues would sell/serve cooked food items, including hot dogs, hamburgers, nachos, and French fries in the concession stands.

However, the Leagues were notified in 2008 by the Los Angeles County Department of Public Health, Environmental Health (LACDPHEH) regarding existing food safety and food facility requirements for concession stands (Attachment “E”). According to the County’s guidelines, the concession stands at City parks are for the sale/serving of pre-packaged food only. Since 2009, the City and LACDPHEH have been working together with the Leagues to identify possible solutions. These included organized meetings between LACDPHEH and the Leagues representatives that resulted in the completion of minor upgrades to the concession stands, thus allowing the Leagues to sell/serve pre-packaged food as permitted by LACDPHEH.

Proposed License Agreements

The proposed License Agreements for each of the Leagues provide a detailed contract outlining the facility usage of the park fields, concession stands, and meeting rooms. In addition, there is revised language that pertains to facility rules and procedures for concession stands, facility fees, insurance requirements, liability, and indemnification provisions.

Consideration to Approve Baseball Fields and Concession Stand License Agreements for Youth Baseball Leagues
Page 3

CONCLUSION:

Since 1948, the City has provided youth organizations access to local public parks and fields so that children can benefit from recreational sport activities. The City is committed to this tradition by continuing to collaborate with the youth Leagues. The proposed use agreements for the corresponding City ball fields and concession stands are intended to provide greater clarity and assurance to both the City and the Leagues on the roles and responsibilities of both parties under which the City is providing the Leagues with continued access to said City facilities. Therefore, it is City staff's recommendation that the City Council authorize the Interim City Manager to execute a Baseball Fields and Concession Stand License Agreement with each of the Leagues to grant continued access to use park facilities in the City.

BUDGET IMPACT:

There will be no budget impact to the FY 2013-2014 General Fund. All expenses for maintenance of the baseball fields have already been budgeted for the current fiscal year (FY 2013-2014).

ATTACHMENTS:

- A. Contract No. 1735 - License Agreement with SRBL
- B. Contract No. 1736 - License Agreement with SFNL
- C. Parks, Wellness, and Recreation Commission: League Update
- D. Standard Facility Use Agreement
- E. Letter from LACDPHEH

ATTACHMENT "A"
CONTRACT NO. 1735

**NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF CITY OF SAN FERNANDO
LAS PALMAS PARK BASEBALL FIELDS AND CONCESSION STAND**

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF LAS PALMAS PARK (this "**Agreement**") is made and entered into as of March 3, 2014, by and between the CITY OF SAN FERNANDO, a California municipal corporation ("**City**"), and the SANTA ROSA BASEBALL LEAGUE, a non-profit organization ("**League**"), and with respect to the following:

RECITALS:

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

WHEREAS, League is a youth baseball organization located within the City of San Fernando; and

WHEREAS, City owns and operates the Las Palmas Park (the "**Facility**"), located at 505 South Huntington Street in the City of San Fernando; and

WHEREAS, League desires to use the Facility for recreational purposes, specifically, for practices and games for the League's youth participants; and

WHEREAS, League has requested the use of four baseball fields, indoor space, and one concession stand at the Facility; and

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

WHEREAS, the terms of this Agreement were approved by the City Council of the City of San Fernando at its meeting of March 3, 2014 as part of the conditions of approval for the League's use of the Facility.

AGREEMENT:

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

1. FACILITY.

1.1. Availability for Youth Baseball League Use. Except as otherwise provided herein, the League shall have a non-exclusive license to use the Facility for purpose

conducting baseball games and certain specified food concessions in connection with the conduct of such baseball games for a period of time commencing on March 3, 2014 through August 31, 2014 and from December 4, 2014 through December 21, 2014.

1.2. The City shall provide the League, on a non-exclusive basis, access to four baseball fields at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. Leagues right of access and use to the Facility shall be non-exclusive and shall at all times be subordinate and subject to City's ownership rights in the Facility and the underlying real property where the Facility is located.

1.3. The City shall provide the League access to one (1) concession stand at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. The City desires to protect the health and safety of all persons in attendance during the League's use of the Facility and therefore the League's permitted use of the concession stand shall be subject to the following terms and conditions:

- A. The League shall comply with all terms of the Rental and Usage Terms set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- B. The League shall provide to City, no later than seven (7) calendar days prior to any event at which food will or may be sold from the concession stand, a copy of all applicable permits issued by the Los Angeles County Department of Public Health (LACDPH) for the sale of foods at the Facility concession stand. The League agrees that all such permits issued by the LACDPH to the League shall remain valid and in good standing at all times during the usage period set forth under Section 1.1, above and Section 4, below. Under no circumstances shall League engage in any food sales or food preparation activities that are not expressly authorized under any and all valid and operable permits that have been issued to League by the LACDPH or that do not otherwise comply with the City's Rental and Usage Terms or the San Fernando Municipal Code. In the event of any conflict or inconsistency between the terms of any permit issued by the LACDPH and the terms of the Rental and Usage Terms or the San Fernando Municipal Code, the more restrictive policy in terms of authorized uses or activities shall govern and control. The terms and conditions of the permits issued to the League under subsection 1.3(B) above are hereby incorporated by reference in this Agreement. Failure to adhere to the terms and conditions of said permits shall be a breach of this Agreement pursuant to section 5.2 below and City reserves the right to terminate this Agreement and the use authorization set forth herein and/or suspend the League's use of the concession stand until the League has demonstrated to City's satisfaction that it will comply with the conditions of section 1.3 of this Agreement. City also reserves the right during the pendency of any

proceedings to revoke or suspend any permit issued to the League by the LACDPH, the League shall refrain from selling any foods which would have otherwise been authorized by the suspended or revoked permit. Failure to comply with this subsection D shall be a breach of this Agreement under section 5.2 below and City reserves the right to immediately suspend the League's use of the concession stand to sell certain foods, or use of the concession stand in its entirety, until the League has provided City with a true and correct copy of valid and appropriate permit.

Should City become aware of any allegations of the League selling foods that are not authorized by a valid permit issued by the LACDPH to the League, City shall report said allegation to the LACDPH. City shall provide the League with written notice of the allegation and a copy of the report submitted to the LACDPH.

1.4 The City shall provide the League access to the indoor facilities once per month at the Facility for League sponsored board meetings stated in Usage Hours of Operation (Exhibit "A") without programming overlap. Meetings are subject to availability of dates and times as determined by City in its sole and absolute discretion. All meetings shall be scheduled during regular business hours. Staff time will be charged if meetings are scheduled during non-business hours.

1.5 The League will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit "B".

1.6 The League will provide the City with a practice and game schedule as soon as reasonably possible but in no event later than seven (7) days prior to opening day.

1.7 League shall be permitted to hang up league banners and advertisement banners at the Facility for League purposes as set forth in Banner Program Guidelines in Exhibit C, attached hereto and incorporated herein by this reference.

1.8. League shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule Exhibit "D", attached hereto and incorporated herein by this reference.

1.9. City shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule as set forth in Exhibit "D", attached hereto and incorporated herein by this reference.

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

2. LIABILITY & INDEMNIFICATION.

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

2.2 The League agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of the League, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.

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

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

3. INSURANCE.

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

A. League shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facility that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name City as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of City.

B. League agrees that if it does not keep the insurance required in this Agreement in full force and effect, the City may either immediately terminate

this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to League, City may take out the necessary insurance and pay, at League expense, the premium thereon.

3.2 Certificate. League shall supply City with a Certificate of Insurance as a precondition to commencing any activities at the Facility.

3.3 Waiver. League waives any and all rights of recovery against City for loss of, or damage to, League's property or the property of others under League's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. League shall, upon obtaining any policies of insurance affecting the Facility, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

4. **TERM OF AGREEMENT**. The term of this Agreement and the license rights sent forth herein shall commence March 3, 2014 and end December 24, 2014, unless earlier terminated in accordance with this Agreement.

5. **TERMINATION OF AGREEMENT**.

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

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

- A. In the event either Party fails to adhere to any term or condition set forth under this Agreement, including Exhibits "A", "B", "C" and "D" (or fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2(B) and 5.2(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. The League shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of the CITY's issuance of a Default Notice for any failure of the League to timely provide the CITY or CITY's

employees or agents with copies of necessary permits or other documentation required under this Agreement. Prior to the expiration of the 3-day cure period, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) that exceeds three (3) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
 - iii. In addition to any other failure on the part of the League to adhere to any term or condition set forth under this Agreement and its Exhibits (or where the League fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an Event of Default on the part of the League shall include, but shall not be limited to the following: (i) the League's refusal or failure to maintain valid LACDPH permits for the sale of its food at the Facility concession stand; (ii) the League's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) the League's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation, including but not limited to the conditions, restrictions or prohibitions set forth in any permit issued to the League by the LACDPH; (iv) the League's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by the League relating to this Agreement is false, misleading or erroneous in any material respect.
- C. CITY shall cure any Event of Default asserted by the League within forty-five (45) calendar days of the League's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that

CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period.

- D. CITY, in its sole and absolute discretion, may also immediately suspend the League's access and use of the Facility under this Agreement pending the League's cure of any Event of Default by giving the League written notice of CITY's intent to suspend the League's access and use of the Facility (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, the CITY reserves the right to restrict the League's access to portions of the Facility that the League would otherwise be permitted to use under this Agreement, including the use of the concession stand.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The terms and conditions imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to the League, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to the League, the CITY may suspend or terminate the League's access and use of a portion of the Facility that the CITY has determined has not been used in compliance with the terms and conditions of this Agreement, for a period of time up to or including the remainder of the Term of this Agreement;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for the League's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy. The League shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event the CITY is in breach of this Agreement, the League's sole remedy shall be the suspension or termination of this Agreement.

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

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

7. **FEES AND CHARGES.**

7.1 **Fees.**

- A. For each League season, the CITY will charge the League for use of the Facility an impact fee of \$15.00 per youth enrolled in the Leagues program. Impact fees are determined by CITY Council and are subject to change at their discretion. The League shall submit a roster no later than April 15, 2014.
- B. League shall obtain and maintain, at its sole cost and expense a non-profit status as required by State and Federal law.
- C. League shall ensure that a minimum of Fifty Percent (50%) of the youth participating in the League are residents of the CITY.
- D. The League shall annually disclose the cost of registration for the League participants to the CITY each prior to the beginning of each season.
- E. The League agrees to submit to the CITY a map showing the geographical area that comprises its district. CITY shall provide, upon the League's request, a current street map index in order to allow verification of CITY residency.
- F. The League will submit a report to the CITY by April 15, 2014 containing the following information: the number of children registered, their ages, the number of teams, any special honors earned, special programs, camps or clinics held, the number of CITY residents registered, and the cost of registration.
- G. League agrees to compensate the CITY for the use of the Facility provided under this Agreement, and Leagues agrees to accept in full satisfaction for use of such facility.

7.2 **Billing.** CITY shall submit to the League an invoice, at the completion of the term of the Agreement, for the use of the Facility provided pursuant to this Agreement. Any invoice dispute for facilities/services provided shall be submitted within ten (10) business days of receipt of the invoice.

7.3 **Method of Payment.** Impact Fees shall be paid prior to November 1, 2014 for facility use.

8. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

Organization: Santa Rosa Baseball League
9831 Sepulveda Blvd., #18
North Hills, California 91343
Attention: Marcos Martinez
Email: srcbl@yahoo.com

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

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non- business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

10. **ATTORNEYS' FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to

recover attorney's fees from the opposing party in any amount determined by the court to be reasonable.

[SIGNATURE PAGE TO FOLLOW]

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

APPROVED AND ADOPTED this _____ day of _____, 2014.

CITY OF SAN FERNANDO

SANTA ROSA BASEBALL

Fred Ramirez
Interim City Manager

Santa Rosa Baseball League
By: _____

ATTEST:

Elena G. Chavez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

--- EXHIBITS FOR BASEBALL LEAGUES FACILITY USE AGREEMENTS ---

EXHIBIT "A"

Usage Hours of Operation

Baseball fields & Concession Stand (Pre-Season) Dates _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Baseball fields & Concession Stand (Regular Season) _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Meeting Dates (Indoor Facility)

Event	Date (s)	Description/Notes

Keys Events

Event	Date (s)	Description/Notes
Opening Day	March 2, 2014	<ul style="list-style-type: none"> Event gathers high volume of participants. <u>Special Event Application required and due 45 days prior to event.</u>
Closing Ceremony	June 2014	<ul style="list-style-type: none"> Event gathers high volume of participants. <u>Special Event Application required and due 45 days prior to event.</u>
Movie Night	TBD	<ul style="list-style-type: none"> <u>Special Event Application required and due 45 days prior to event.</u>
Toys for Tots	December 2014	<ul style="list-style-type: none"> Event gathers high volume of participants No event application required.

EXHIBIT "B"**RENTAL AND USAGE TERMS**

1. The League further states that, to the best of his/her knowledge, the CITY property, for use of which application is hereby made, will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
2. Agreement is only good for activities and times stated. Any additional activities and/or hours will require submission of appropriate application.
3. The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in CITY facilities. **NO SMOKING** is allowed on or in CITY facilities. Betting and/or other forms of gambling is **NOT ALLOWED**.
4. Responsible adults (**21 years or older**) must be present **AT ALL TIMES** when a group of minors are using the facilities.
5. The League shall have a copy of this agreement available on site at all times.
6. Arrival of set party **shall not** be earlier than set time on the application. Departure of set party **shall not exceed** set time on application. Set-up/Clean-up time **MUST** be accounted for in the set time of the contract. A penalty charge **will be assessed** if arrival is earlier or if departure is later than set time.
7. Persons in attendance shall restrict their activities to those facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
8. There will be **no storage provided**. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, etcetera). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
9. Upon the conclusion of the event, the agent and/or the organization must leave the facilities in the **same condition** as found. Such condition to be determined by an authorized representative. Failure to comply will result in forfeiture of damage/cleaning deposit and may result in a penalty fee if time exceeds contract time. If the League leaves the facilities in same conditions as found a \$250 credit will be applied to the yearly impact fee invoice.
10. The CITY'S Public Works Department will schedule a mandatory maintenance training for the League. A minimum of 50% of coaching staff and League representatives are required to attend. If the League complies with mandatory maintenance training a \$250 credit will be applied to the yearly impact invoice.
11. Keys can only be used during permit hours. All keys shall be returned upon expiration of

permits. Failure to return keys shall result in a fee for key replacement and may result in a fee for re-keying of facilities.

12. The League and/or their representatives shall maintain a civil attitude, mutual respect and team cooperation at all times. Failure to do so may result in revocation of permit.
13. The League and/or their representatives shall promptly report any deficiencies of facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
14. The League and/or their representatives shall arrive with sufficient amount of time to inspect facilities and allow for repairs.
15. The League and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field and filling small divots. The CITY shall provide materials and secure means for storage on site. Public Works will host a Maintenance Workshop at Pioneer Park at a later date to be determined. Refer to Exhibit "D" for further details.
16. Use of snack bar requires compliance of all local and state regulations and permits, which includes a Los Angeles County Health Department Public Health Permit that is to be posted at the snack bar at all times during operation.
17. The snack bar is to be used to sell/serve prepackage foods only as required by the California Retail Food Code and the Los Angeles County Department of Public Health/Environmental Health.
18. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 1:00 p.m. and will be forwarded to the CITY'S Public Works Department that same day. The following is the contact information for the main office:

(818) 898-1290

Monday through Thursday 9:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m.

Friday Closed

Any repair inquiries placed after 1:00 p.m. will be addressed the following business day. Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies dial 911.

EXHIBIT “C”**Banner Program Guidelines**

- Subject to the terms and conditions set forth in this Agreement, the League shall be permitted to operate a banner program that will include managing the sales, ordering (if necessary), installation, maintenance, removal and disposal of banners in specified locations in baseball fields or on Facility (the “banner advertising program”), as more particularly described below.
- Except as otherwise authorized by CITY in writing, the League shall, at its sole cost and expense, furnish all materials and equipment, excluding CITY park equipment, that may be required for Banner Program under to this Agreement.
- This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.
- League shall make all documents, invoices and other records maintained by the League in connection with this Agreement available to CITY for review and audit upon twenty-four (24) advance notice. CITY may conduct such review and audit at any time during League’s regular working hours.
- CITY shall provide the League with all pertinent data, documents and other requested information as is reasonably available for the proper performance of League services.
- At completion of the season, the League shall provide the CITY a summary report of revenues generated from Banner Program.
- In the event any claim or action is brought against the CITY relating to the League’s performance in connection with this Agreement, the League shall render any reasonable assistance that the CITY may require.
- League shall remove and dispose of all banner advertisements, excluding League banner advertisements, placed in baseball fields or on the Facility within ten (10) calendar days of the effective date of termination.

ADVERTISING GUIDELINES. CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facility are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. League shall not accept and/or display advertisements:

- 1.1.1. That involve tobacco or tobacco related products;
- 1.1.2. That involve alcohol or alcohol related products;

1.1.3. That involve unlawful or illegal goods (including drugs), services or activities;

1.1.4. That involve “junk food” products (for purposes of these guidelines “junk food” means food that is high in calories, fat and/or salt and with low nutritional values);

1.1.5. That relate to an adult business (for purposes of these guidelines “adult business” shall have the meaning set forth in Section 106-1022 of Division 2 of Article VI or Chapter 106 of the San Fernando City Code);

1.1.6. That relate to political campaigns or political issues;

1.1.7. That relate to religious issues;

1.1.8. That imply endorsement of any goods, services, or activities by CITY; or

1.1.9. That infringe on any copyright, trade or service mark, title or slogan.

Violation of Advertising. League shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by CITY.

Advertising Guidelines. CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to the League.

ADVERTISING SPACE. League shall be responsible for the installation, removal and off-site disposal of banner advertisements. CITY reserves the right to approve all materials, dimensions and locations of banner advertising to be placed in the locations identified in Section 2.1 below.

Banner Advertisement Placement. League may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Las Palmas	1, 2, 3	Dugouts, backstops
Las Palmas	1	bleachers
Las Palmas	1	scoreboard

League, at no cost to the CITY, shall provide additional hardware as needed to prepare the locations identified above for the installation of banner advertisements. All additional hardware, once installed, shall become the CITY’s property and shall not be removed by League, unless requested by the CITY. League shall provide the City Representative with photographic record of installed banner advertisements within three (3) business days of installation.

Banner Advertisement Dimensions. Excluding CITY banner advertisements, all banner advertisements shall meet the following dimension requirements:

Park	Location	Maximum Dimensions
Las Palmas	Outfield fences	12ft x 3.5ft
	Dugouts	12ft x 3.5ft
	Bleachers	12ft x 3.5ft
	Scoreboard	15ft x 5ft

City Use of Banner Advertisement Locations. CITY may advertise or promote CITY programs and events at one (1) or more of the advertising locations identified above at no cost to the CITY. CITY shall provide League with a minimum fifteen (15) day advance notice, specifying the program or event and the dates for posting, prior to the installation date of the CITY's banner advertisement.

BANNER ADVERTISING MATERIALS. All banner advertising materials shall be of the highest industry standards. All banner advertisements shall be affixed using short-term removable material.

CHANGE OF BANNER ADVERTISEMENT. The change out of banner advertisements is League's sole responsibility and shall be performed Mondays through Sunday (when fields are not in use) during the hours of 8 a.m. and 6:00 p.m.

BANNER ADVERTISEMENT MAINTENANCE. League shall maintain banner advertisements in a clean condition free from dirt or residue.

DAMAGE TO BANNER ADVERTISEMENTS. CITY assumes no liability for damages to banner advertisements as a result of causes beyond the control, and without the fault or negligence of the CITY. League shall advise advertisers that vinyl banner advertisements have a limited life span due to sun fading, possible wind damage or vandalism. If a damaged banner advertisement needs to be removed, the CITY shall make its best effort to notify League via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

League shall remove a banner advertisement, or portion thereof, that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, at no cost to CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to League.

If the deficiencies are not corrected within three (3) business days from the date of the CITY's written notice, the CITY may remove the material and bill League accordingly for labor. CITY shall charge League the standard hourly wage for a CITY Maintenance Worker to remove the material. League shall remit payment to the CITY within thirty (30) business days of receipt of the CITY's invoice.

If League fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

GRAFFITI. In the event that any banner advertising is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to League and request League's replacement of the advertisement at no cost to the CITY. League shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. League, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.

REMOVAL OF DATED MATERIALS. League shall apply an expiration date to the advertising terms for all banner advertisements with dated content. League shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

EXHIBIT “D”**Maintenance Schedule**

CITY shall ensure that Facility is properly maintained daily as set forth in this Maintenance Schedule.

Activity Description	Performed	Notes
Inspect fields/dugouts/etc.	2x per year (pre, mid season)	To be conducted with city and league representatives.
Inspect concession stands	2x per year (pre, mid season)	To be conducted with city and league representatives.
Maintenance and repair of field secured equipment (fences, base anchors)	1x per year (extensive) As needed throughout the season.	Any inquiries regarding maintenance/repairs, please refer to Exhibit “B.” Note: all inquiries will be reviewed by staff and prioritized based on urgency, safety, and budgetary restraints.
Place/remove outfield fencing	Up by regular season opening day. Down by regular season closing day.	
Aerate fields (infield & outfields)	1x per year (post season)	
Diamond dragging/leveling	Yearly (pre season)	
Mowing	During season: 1 x week Playoffs/tournaments: 2x week	
Edging (infields)	As needed	
Herbicide – broadgrass/crapgrass	1-2 times/year	
Irrigation times and maintenance.	As needed	
Seeding and/or sod cut	1x/year (pre/post season)	Requires 12-16 weeks to mature (Mid October-Mid January)
Compost (infields)	1x/year (pre season)	
50/50 (infields)	1x/year (pre season)	
Top dress (infields)	1x/year (pre season)	
Verti-cut/Dethatch/Scalp	1x/year (post season)	

League shall ensure that fifty percent (50%) of coaches/league representatives attend one Maintenance Workshop (dates TBD) prior to each season that shall be conducted by the CITY’s Public Works Department. The League shall ensure that the Facility is properly maintained daily as set forth in the workshop. This shall also include minor repairs such as dragging of fields and filling of small divots. Refer to Exhibit “B” #15.

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

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

Participant’s Signature

Date

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

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

Parent/Legal Guardians Signature

Date

Parent/Legal Guardians Printed Name

ATTACHMENT "B"
CONTRACT NO. 1736

**NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF CITY OF SAN FERNANDO
PIONEER/RECREATION PARK BASEBALL FIELDS AND CONCESSION STAND**

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF PIONEER AND RECREATION PARKS (this "**Agreement**") is made and entered into as of March 3, 2014, by and between the CITY OF SAN FERNANDO, a California municipal corporation ("**City**"), and the SAN FERNANDO NATIONAL LITTLE LEAGUE, a non-profit organization ("**League**"), and with respect to the following:

RECITALS:

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

WHEREAS, League is a youth baseball organization located within the City of San Fernando; and

WHEREAS, City owns and operates the Pioneer Park (the "Facility"), located at 828 Harding Avenue and Recreation Park , located at 208 Park Avenue in the City of San Fernando; and

WHEREAS, League desires to use the Facility for recreational purposes, specifically, for practices and games for the League's youth participants; and

WHEREAS, League has requested the use of three baseball fields, south end grass area, indoor space, and one concession stand at the Facility; and

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

WHEREAS, the terms of this Agreement were approved by the City Council of the City of San Fernando at its meeting of March 3, 2014 as part of the conditions of approval for the League's use of the Facility.

A G R E E M E N T:

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

1. FACILITY.

1.1. Availability for Youth Baseball League Use. Except as otherwise provided herein, the League shall have a non-exclusive license to use the Facility for purpose conducting baseball games and certain specified food concessions in connection with the conduct of such baseball games for a period of time commencing on March 3, 2014 through November 2, 2014.

1.2. The City shall provide the League, on a non-exclusive basis, access to three baseball fields and south end grass area at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. Leagues right of access and use to the Facility shall be non-exclusive and shall at all times be subordinate and subject to City's ownership rights in the Facility and the underlying real property where the Facility is located.

1.3. The City shall provide the League access to one (1) concession stand at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. The City desires to protect the health and safety of all persons in attendance during the League's use of the Facility and therefore the League's permitted use of the concession stand shall be subject to the following terms and conditions:

- A. The League shall comply with all terms of the Rental and Usage Terms set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- B. The League shall provide to City, no later than seven (7) calendar days prior to any event at which food will or may be sold from the concession stand, a copy of all applicable permits issued by the Los Angeles County Department of Public Health (LACDPH) for the sale of foods at the Facility concession stand. The League agrees that all such permits issued by the LACDPH to the League shall remain valid and in good standing at all times during the usage period set forth under Section 1.1, above and Section 4, below. Under no circumstances shall League engage in any food sales or food preparation activities that are not expressly authorized under any and all valid and operable permits that have been issued to League by the LACDPH or that do not otherwise comply with the City's Rental and Usage Terms or the San Fernando Municipal Code. In the event of any conflict or inconsistency between the terms of any permit issued by the LACDPH and the terms of the Rental and Usage Terms or the San Fernando Municipal Code, the more restrictive policy in terms of authorized uses or activities shall govern and control. The terms and conditions of the permits issued to the League under subsection 1.3(B) above are hereby incorporated by reference in this Agreement. Failure to adhere to the terms and conditions of said permits shall be a breach of this Agreement

pursuant to section 5.2 below and City reserves the right to terminate this Agreement and the use authorization set forth herein and/or suspend the League's use of the concession stand until the League has demonstrated to City's satisfaction that it will comply with the conditions of section 1.3 of this Agreement. City also reserves the right during the pendency of any proceedings to revoke or suspend any permit issued to the League by the LACDPH, the League shall refrain from selling any foods which would have otherwise been authorized by the suspended or revoked permit. Failure to comply with this subsection D shall be a breach of this Agreement under section 5.2 below and City reserves the right to immediately suspend the League's use of the concession stand to sell certain foods, or use of the concession stand in its entirety, until the League has provided City with a true and correct copy of valid and appropriate permit.

Should City become aware of any allegations of the League selling foods that are not authorized by a valid permit issued by the LACDPH to the League, City shall report said allegation to the LACDPH. City shall provide the League with written notice of the allegation and a copy of the report submitted to the LACDPH.

1.4 The City shall provide the League access to the indoor facilities once per month at the Facility for League sponsored board meetings stated in Usage Hours of Operation (Exhibit "A") without programming overlap. Meetings are subject to availability of dates and times as determined by City in its sole and absolute discretion. All meetings shall be scheduled during regular business hours. Staff time will be charged if meetings are scheduled during non-business hours.

1.5 The League will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit "B".

1.6 The League will provide the City with a practice and game schedule as soon as reasonably possible but in no event later than seven (7) days prior to opening day.

1.7 League shall be permitted to hang up league banners and advertisement banners at the Facility for League purposes as set forth in Banner Program Guidelines in Exhibit C, attached hereto and incorporated herein by this reference.

1.8. League shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule Exhibit "D", attached hereto and incorporated herein by this reference.

1.9. City shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule as set forth in Exhibit "D", attached hereto and incorporated herein by this reference.

1.10 Right of Entry – If the League would like to perform any modifications and improvements to the Facility, it may request a Right of Entry Permit (ROE). A ROE permit will be required if League desires to make any modifications and/or improvements

to the Facility. A ROE will require a license agreement between the City and League prior to commencement of any modifications and/or improvements to the Facility. To initiate meetings regarding a ROE, please write a request in writing to the City of San Fernando and address the City Manager and copy Ismael Aguila, Recreation and Community Services Operations Manager.

2. LIABILITY & INDEMNIFICATION.

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

2.2 The League agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of the League, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.

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

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

3. INSURANCE.

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

- A. League shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facility that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name City as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against City that arises, or might

arise, by reason of any payment under such policy or by reason of any act or omission of City.

- B. League agrees that if it does not keep the insurance required in this Agreement in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to League, City may take out the necessary insurance and pay, at League expense, the premium thereon.

3.2 Certificate. League shall supply City with a Certificate of Insurance as a precondition to commencing any activities at the Facility.

3.3 Waiver. League waives any and all rights of recovery against City for loss of, or damage to, League's property or the property of others under League's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. League shall, upon obtaining any policies of insurance affecting the Facility, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

4. **TERM OF AGREEMENT**. The term of this Agreement and the license rights sent forth herein shall commence March 3, 2014 and end November 2, 2014, unless earlier terminated in accordance with this Agreement.

5. **TERMINATION OF AGREEMENT**.

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

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

- A. In the event either Party fails to adhere to any term or condition set forth under this Agreement, including Exhibits "A", "B", "C" and "D" (or fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2(B) and 5.2(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. The League shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of the League to timely provide CITY or CITY's employees or agents with copies of necessary permits or other documentation required under this Agreement. Prior to the expiration of the 3-day cure period, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) that exceeds three (3) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
 - iii. In addition to any other failure on the part of the League to adhere to any term or condition set forth under this Agreement and its Exhibits (or where the League fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an Event of Default on the part of the League shall include, but shall not be limited to the following: (i) the League's refusal or failure to maintain valid LACDPH permits for the sale of its food at the Facility concession stand; (ii) the League's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) the League's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation, including but not limited to the conditions, restrictions or prohibitions set forth in any permit issued to the League by the LACDPH; (iv) the League's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by the League relating to this Agreement is false, misleading or erroneous in any material respect.
- C. CITY shall cure any Event of Default asserted by the League within forty-five (45) calendar days of the League's issuance of a Default Notice, unless the

Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period.

- D. CITY, in its sole and absolute discretion, may also immediately suspend the League's access and use of the Facility under this Agreement pending the League's cure of any Event of Default by giving the League written notice of CITY's intent to suspend the League's access and use of the Facility (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, the City reserves the right to restrict the League's access to portions of the Facility that the League would otherwise be permitted to use under this Agreement, including the use of the concession stand.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The terms and conditions imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to the League, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to the League, the CITY may suspend or terminate the League's access and use of a portion of the Facility that the City has determined has not been used in compliance with the terms and conditions of this Agreement, for a period of time up to or including the remainder of the Term of this Agreement;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for the League's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy. The League shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, the League's sole remedy shall be the suspension or termination of this Agreement.

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

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

7. **FEES AND CHARGES.**

7.1 **Fees.**

- A. For each League season, the CITY will charge the League for use of the Facility an impact fee of \$15.00 per youth enrolled in the Leagues program. Impact fees are determined by City Council and are subject to change at their discretion. The League shall submit a roster no later than April 15, 2014.
- B. League shall obtain and maintain, at its sole cost and expense a non-profit status as required by State and Federal law.
- C. League shall ensure that a minimum of Fifty Percent (50%) of the youth participating in the League are residents of the CITY.
- D. The League shall annually disclose the cost of registration for the League participants to the CITY each prior to the beginning of each season.
- E. The League agrees to submit to the CITY a map showing the geographical area that comprises its district. CITY shall provide, upon the League's request, a current street map index in order to allow verification of CITY residency.
- F. The League will submit a report to the CITY by April 15, 2014 containing the following information: the number of children registered, their ages, the number of teams, any special honors earned, special programs, camps or clinics held, the number of CITY residents registered, and the cost of registration.

G. League agrees to compensate the CITY for the use of the Facility provided under this Agreement, and Leagues agrees to accept in full satisfaction for use of such facility.

7.2 Billing. City shall submit to the League an invoice, at the completion of the term of the Agreement, for the use of the Facility provided pursuant to this Agreement. Any invoice dispute for facilities/services provided shall be submitted within ten (10) business days of receipt of the invoice.

7.3 Method of Payment. Impact Fees shall be paid prior to November 1, 2014 for facility use.

8. **APPLICABLE LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

Organization: San Fernando National Little League
13805 Astoria Street
Sylmar, California 91342
Attention: John Espinoza
Email: sanfernandonll@yahoo.com

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

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

delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

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

[SIGNATURE PAGE TO FOLLOW]

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

APPROVED AND ADOPTED this _____ day of _____, 2014.

CITY OF SAN FERNANDO

San Fernando National Little League

Fred Ramirez
Interim City Manager

San Fernando National Little League
By: _____

ATTEST:

Elena G. Chavez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

--- EXHIBITS FOR BASEBALL LEAGUES FACILITY USE AGREEMENTS ---

EXHIBIT "A"

Usage Hours of Operation

Baseball fields & Concession Stand (Pre-Season) Dates _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Baseball fields & Concession Stand (Regular Season) _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Meeting Dates (Indoor Facility)

Event	Date (s)	Description/Notes

Keys Events

Event	Date (s)	Description/Notes
Opening Day	March 1, 2014	<ul style="list-style-type: none"> Event gathers high volume of participants. <u>Special Event Application required and due 45 days prior to event.</u>
Closing Ceremony	May 2014	<ul style="list-style-type: none"> Event gathers high volume of participants. <u>Special Event Application required and due 45 days prior to event.</u>
Movie Night	May 2014	<ul style="list-style-type: none"> <u>Special Event Application required and due 45 days prior to event.</u>

EXHIBIT "B"**RENTAL AND USAGE TERMS**

1. The League further states that, to the best of his/her knowledge, the CITY property, for use of which application is hereby made, will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
2. Agreement is only good for activities and times stated. Any additional activities and/or hours will require submission of appropriate application.
3. The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in CITY facilities. **NO SMOKING** is allowed on or in CITY facilities. Betting and/or other forms of gambling is **NOT ALLOWED**.
4. Responsible adults (**21 years or older**) must be present **AT ALL TIMES** when a group of minors are using the facilities.
5. The League shall have a copy of this agreement available on site at all times.
6. Arrival of set party **shall not** be earlier than set time on the application. Departure of set party **shall not exceed** set time on application. Set-up/Clean-up time **MUST** be accounted for in the set time of the contract. A penalty charge **will be assessed** if arrival is earlier or if departure is later than set time.
7. Persons in attendance shall restrict their activities to those facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
8. There will be **no storage provided**. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, etcetera). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
9. Upon the conclusion of the event, the agent and/or the organization must leave the facilities in the **same condition** as found. Such condition to be determined by an authorized representative. Failure to comply will result in forfeiture of damage/cleaning deposit and may result in a penalty fee if time exceeds contract time. If the League leaves the facilities in same conditions as found a \$250 credit will be applied to the yearly impact fee invoice.
10. The CITY's Public Works Department will schedule a mandatory maintenance training for the League. A minimum of 50% of coaching staff and League representatives are required to attend. If League complies with mandatory maintenance training a \$250 credit will be applied to the yearly impact invoice.
11. Keys can only be used during permit hours. All keys shall be returned upon expiration of

permits. Failure to return keys shall result in a fee for key replacement and may result in a fee for re-keying of facilities.

12. The League and/or their representatives shall maintain a civil attitude, mutual respect and team cooperation at all times. Failure to do so may result in revocation of permit.
13. The League and/or their representatives shall promptly report any deficiencies of facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
14. The League and/or their representatives shall arrive with sufficient amount of time to inspect facilities and allow for repairs.
15. The League and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field and filling small divots. The CITY shall provide materials and secure means for storage on site. Public Works will host a Maintenance Workshop at Pioneer Park at a later date to be determined. Refer to Exhibit "D" for further details.
16. Use of snack bar requires compliance of all local and state regulations and permits, which includes a Los Angeles County Health Department Public Health Permit that is to be posted at the snack bar at all times during operation.
17. The snack bar is to be used to sell/serve prepackage foods only as required by the California Retail Food Code and the Los Angeles County Department of Public Health/Environmental Health.
18. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 1:00 p.m. and will be forwarded to the CITYS Public Works Department that same day. The following is the contact information for the main office:

(818) 898-1290

Monday through Thursday 9:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m.

Friday Closed

Any repair inquiries placed after 1:00 p.m. will be addressed the following business day. Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies dial 911.

EXHIBIT “C”**Banner Program Guidelines**

- Subject to the terms and conditions set forth in this Agreement, the League shall be permitted to operate a banner program that will include managing the sales, ordering (if necessary), installation, maintenance, removal and disposal of banners in specified locations in baseball fields or on Facility (the “banner advertising program”), as more particularly described below.
- Except as otherwise authorized by CITY in writing, the League shall, at its sole cost and expense, furnish all materials and equipment, excluding CITY park equipment, that may be required for Banner Program under to this Agreement.
- This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.
- League shall make all documents, invoices and other records maintained by the League in connection with this Agreement available to CITY for review and audit upon twenty-four (24) advance notice. CITY may conduct such review and audit at any time during League’s regular working hours.
- CITY shall provide the League with all pertinent data, documents and other requested information as is reasonably available for the proper performance of League services.
- At completion of the season, the League shall provide the CITY a summary report of revenues generated from Banner Program.
- In the event any claim or action is brought against the CITY relating to the League’s performance in connection with this Agreement, the League shall render any reasonable assistance that the CITY may require.
- League shall remove and dispose of all banner advertisements, excluding League banner advertisements, placed in baseball fields or on the Facility within ten (10) calendar days of the effective date of termination.

ADVERTISING GUIDELINES. CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facility are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. League shall not accept and/or display advertisements:

- 1.1.1. That involve tobacco or tobacco related products;
- 1.1.2. That involve alcohol or alcohol related products;

1.1.3. That involve unlawful or illegal goods (including drugs), services or activities;

1.1.4. That involve “junk food” products (for purposes of these guidelines “junk food” means food that is high in calories, fat and/or salt and with low nutritional values);

1.1.5. That relate to an adult business (for purposes of these guidelines “adult business” shall have the meaning set forth in Section 106-1022 of Division 2 of Article VI or Chapter 106 of the San Fernando City Code);

1.1.6. That relate to political campaigns or political issues;

1.1.7. That relate to religious issues;

1.1.8. That imply endorsement of any goods, services, or activities by CITY; or

1.1.9. That infringe on any copyright, trade or service mark, title or slogan.

Violation of Advertising. League shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by CITY.

Advertising Guidelines. CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to the League.

ADVERTISING SPACE. League shall be responsible for the installation, removal and off-site disposal of banner advertisements. CITY reserves the right to approve all materials, dimensions and locations of banner advertising to be placed in the locations identified in Section 2.1 below.

Banner Advertisement Placement. League may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Pioneer Park	1, 2	outfield fences
Pioneer Park	1, 2	dugouts, backstops
Pioneer Park	1, 2	bleachers

League, at no cost to the CITY, shall provide additional hardware as needed to prepare the locations identified above for the installation of banner advertisements. All additional hardware, once installed, shall become the CITY’s property and shall not be removed by League, unless requested by the CITY. League shall provide the City Representative with photographic record of installed banner advertisements within three (3) business days of installation.

Banner Advertisement Dimensions. Excluding CITY banner advertisements, all banner advertisements shall meet the following dimension requirements:

Park	Location	Maximum Dimensions
Pioneer Park	Outfield fences	12ft x 3.5ft
	Dugouts	12ft x 3.5ft
	Bleachers	12ft x 3.5ft
	Tennis court	12ft x 3.5ft

City Use of Banner Advertisement Locations. CITY may advertise or promote CITY programs and events at one (1) or more of the advertising locations identified above at no cost to the CITY. CITY shall provide League with a minimum fifteen (15) day advance notice, specifying the program or event and the dates for posting, prior to the installation date of the CITY's banner advertisement.

BANNER ADVERTISING MATERIALS. All banner advertising materials shall be of the highest industry standards. All banner advertisements shall be affixed using short-term removable material.

CHANGE OF BANNER ADVERTISEMENT. The change out of banner advertisements is League's sole responsibility and shall be performed Mondays through Sunday (when fields are not in use) during the hours of 8 a.m. and 6:00 p.m.

BANNER ADVERTISEMENT MAINTENANCE. League shall maintain banner advertisements in a clean condition free from dirt or residue.

DAMAGE TO BANNER ADVERTISEMENTS. CITY assumes no liability for damages to banner advertisements as a result of causes beyond the control, and without the fault or negligence of the CITY. League shall advise advertisers that vinyl banner advertisements have a limited life span due to sun fading, possible wind damage or vandalism. If a damaged banner advertisement needs to be removed, the CITY shall make its best effort to notify League via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

League shall remove a banner advertisement, or portion thereof, that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, at no cost to CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to League.

If the deficiencies are not corrected within three (3) business days from the date of the CITY's written notice, the CITY may remove the material and bill League accordingly for labor. CITY shall charge League the standard hourly wage for a CITY Maintenance Worker to remove the material. League shall remit payment to CITY within thirty (30) business days of receipt of the CITY's invoice.

If League fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

GRAFFITI. In the event that any banner advertising is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to League and request League's replacement of the advertisement at no cost to the CITY. League shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. League, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.

REMOVAL OF DATED MATERIALS. League shall apply an expiration date to the advertising terms for all banner advertisements with dated content. League shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

EXHIBIT “D”**Maintenance Schedule**

CITY shall ensure that Facility is properly maintained daily as set forth in this Maintenance Schedule.

Activity Description	Performed	Notes
Inspect fields/dugouts/etc.	2x per year (pre, mid season)	To be conducted with city and league representatives.
Inspect concession stands	2x per year (pre, mid season)	To be conducted with city and league representatives.
Maintenance and repair of field secured equipment (fences, base anchors)	1x per year (extensive) As needed throughout the season.	Any inquiries regarding maintenance/repairs, please refer to Exhibit “B.” Note: all inquiries will be reviewed by staff and prioritized based on urgency, safety, and budgetary restraints.
Aerate fields (infield & outfields)	1x per year (post season)	
Diamond dragging/leveling	Yearly (pre season)	
Mowing	During season: 1 x week Playoffs/tournaments: 2x week	
Edging (infields)	As needed	
Herbicide – broadgrass/crapgrass	1-2 times/year	
Irrigation times and maintenance.	As needed	
Seeding and/or sod cut	1x/year (pre/post season)	Requires 12-16 weeks to mature (Mid October-Mid January)
Compost (infields)	1x/year (pre season)	
50/50 (infields)	1x/year (pre season)	
Top dress (infields)	1x/year (pre season)	
Verti-cut/Dethatch/Scalp	1x/year (post season)	

League shall ensure that fifty percent (50%) of coaches/league representatives attend one Maintenance Workshop (dates TBD) prior to each season that shall be conducted by the CITY’s Public Works Department. The League shall ensure that the Facility is properly maintained daily as set forth in the workshop. This shall also include minor repairs such as dragging of fields and filling of small divots. Refer to Exhibit “B” #15.

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

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

Participant’s Signature

Date

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

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

Parent/Legal Guardians Signature

Date

Parent/Legal Guardians Printed Name

ATTACHMENT “C”**City of San Fernando
Summary of Youth Baseball Leagues**

The City of San Fernando provides access to two youth baseball leagues at multiple parks:

Santa Rosa Baseball League

Number of Children: 350+

Months of Activity: Spring, December

Target population: Northeast San Fernando Valley

Fields: Las Palmas Park located at 505 South Huntington Street and is comprised of 7.5 acres of multi-activity sports facilities, including: 4-baseball fields.

San Fernando National Baseball League

Number of Children: 250

Months of Activity: Spring, Summer, Fall

Target population: Northeast San Fernando Valley

Fields: 1.) Pioneer Park located at 828 North Harding Street and is comprised of 5.37 acres of multi-activity sports facilities, including: 2 baseball fields. 2.) Recreation Park, located at 208 Park Avenue and is comprised of 11 acres of multi-activity sports facilities, including: 1 baseball field.

SUMMARY

Since 2008, the City of San Fernando has been fiscally impacted with the downturn of the economy. In addition, there have been two matters that have impacted youth league operations in the City, which include:

1. Impact Fees
2. Concession Stands

Impact Fees Background (2008 – 2010)

- On July 16, 2008, the City Council adopted the Fiscal Year 2008-2009 Budget that included the \$5 Youth Impact Fee as a way to offset the annual cost of maintaining the City parks. City staff had a difficult time collecting the fees from the leagues, including reporting of league rosters.
- On July 20, 2009, the City Council adopted the Fiscal Year 2009-2010 Budget that included the \$20 Youth Impact Fee. City staff had a difficult time collecting the fees from the leagues, including reporting of league rosters.
- In 2010, City Council adopted the following fees: \$10/ child for 2010; \$15 for 2011; and, \$20 for 2013.

Concession Stands Background (2008 – 2010)

- In July 2008, the Los Angeles Department of Public Health sent a letter to both leagues regarding
- March of 2009, the Los Angeles Department of Public Health reached out to the City of San Fernando regarding concerns that the league operation of the concession stands was not meeting County guidelines.

- After several meetings, City of San Fernando created an RFP to upgrade the concession stands. The City of San Fernando received three sealed proposals.
 - Fiscal Year 2010-11 City Budget was adopted, including \$25,000 for Concession Stand design and \$175,000 for remodeling.
 - In July 2010, City staff was directed to defer expenditures for Concession Stand design or renovation work until further review and direction by City Council.
-

Since March of 2011:

- In June of 2011, City Council adopted a fee schedule maintaining a \$15/child for FY 2011-2012 season. It has remained at \$15 for FY 2012-2013 and FY 2013-2014.
 - In December of 2011, the RCS Operations Manager (new department head) met with presidents from both leagues to discuss the future in San Fernando and prepare for the 2012 season.
 - Since January of 2012, the RCS has been meeting with the San Fernando National Little League and Santa Rosa Baseball regarding usage of the City facilities for the 2012 season and the creation of a maintenance plan for concession stands. In addition, City implemented rules recommended by the city attorney restricting usage of the concessions for selling/serving pre-package food as required by LACDPH.
 - In February of 2012, City staff met with the Los Angeles County Department of Public Health (LACDPH) to create a final punch list of items to be upgraded at the concession stands in order to allow leagues to sell/serve prepackage foods only for the 2012 season
 - In March of 2012, City of San Fernando spent approximately \$6,000 for upgrades to concession stand to allow leagues to sell food as required by LACDPH.
 - In December of 2012, City of San Fernando and the leagues entered into a formal agreement for the 2013 season. It also included rules recommended by the city attorney restricting usage of the concessions for selling/serving pre-package food as required by LACDPH.
 - In December of 2013, the City of San Fernando and leagues were in discussions to extend the agreement for the 2014 season.
-

Key Highlights:

- Improved relationship with leagues, including planning of special events.
- New leadership in both leagues.
- Regular meetings to discuss operations/facilities.
- League provided 50% of coaches to attend field maintenance training conducted by city staff.
- Leagues now have non-profit status

Fiscal update:**Santa Rosa Baseball League - 2013 Season**

Services/Facility Provided	City of San Fernando & City of Los Angeles Adopted Fee Schedules	City of San Fernando Adopted Impact Fee	City of Los Angeles Agreement (based on MOU requiring leagues to maintain fields)
Use of fields	\$63,200	\$4,465	\$15,168
Field Lights	\$4,320	\$0	\$0
Concession Stand	\$0	\$0	N/A
Meeting Rooms	\$43	\$0	
TOTAL	\$67,563	\$4,465	\$15,168

San Fernando National Baseball League - 2013 Season

Services/Facility Provided	City of San Fernando & City of Los Angeles Adopted Fee Schedules	City of San Fernando Adopted Impact Fee	City of Los Angeles Agreement (based on MOU requiring leagues to maintain fields)
Use of fields	\$32,000	\$2,050	\$6,400
Field Lights	\$205	\$0	\$0
Concession Stand	\$50	\$0	N/A
Meeting Rooms	\$43	\$0	
TOTAL	\$32,298	\$2,050	\$6,400

LEAGUE BACKGROUND (DETAIL)**IMPACT FEES:**

1. During the 2008-2009 Fiscal Year, the Public Works Director and the Recreation Operations Manager introduced the idea of imposing a \$5 Youth Impact Fee on all youth organizations using City facilities. The Youth Impact Fee was proposed as a way to offset the annual cost of maintaining the City parks.
2. On July 16, 2008, the City Council adopted the 2008-2009 Fiscal Year Budget which included the \$5 Youth Impact Fee.
3. In June 2009, City staff invoiced both Santa Rosa Little League and San Fernando National Little League for the 2008-2009 Little League season. Since staff was not successful in acquiring rosters from either league, each league was invoiced for 400 participants which was staff's best guess at the number of players in each league. The invoice for each league came to \$2000 (\$5 x 400 participants).

4. In June 2009, as part of the 2009-2010 budget discussions, the Public Works Director informed the City Council that the Youth Impact Fee was proposed to increase from \$5/child to \$20/child. The proposed increase was to help offset the cost of maintaining the City parks.
5. On July 20, 2009, the City Council adopted the 2009-2010 Fiscal Year Budget which includes the \$20 Youth Impact Fee.
6. In July 2009, San Fernando National Little League paid a \$500 good faith payment toward their \$2,000 invoice. The good faith payment was required in order to allow the Little League to use Recreation Park and Pioneer Park for an All-Star Tournament.
7. On September 29, 2009, the Education, Parks, Arts, Health, Youth and Aging (EPAH) Standing Committee met to discuss the delinquent payment of the \$5 Youth Impact Fee. The EPAH Committee directed the Recreation and Community Services Director to write a letter to both Little Leagues informing them that they needed to pay their outstanding invoices before the start of the 2010 Little League season.
8. On November 5, 2009, a letter was sent to both San Fernando National Little League and Santa Rosa Little League informing them of the EPAH Standing Committee's decision. The letter included the amount owed to the City and a deadline to submit the payment. In addition, the letter included a reminder that the Youth Impact Fee had increased from \$5 to \$20 for the upcoming 2010 season.
9. At the December 1, 2009, EPAH Standing Committee meeting, staff reported back to the Committee on the lack of progress of payment by the Little Leagues. Staff informed the Committee that neither Little League responded, in writing or verbally, to the November letter. The EPAH Standing Committee directed the Director to write another letter to the Little Leagues, only this time the letter was to include the Standing Committee's decision to revoke all future park use privileges until such time as all past due invoices are paid. In addition, the letter was to include the Standing Committee's request that both Little Leagues provide the City with a copy of all rosters as well as paying the \$20 Youth Impact Fee for the 2010 season prior to the commencement of the season.
10. On December 14, 2009, a letter was sent to each Little League informing them of the EPAH Standing Committee's decision.
11. On December 21, 2009, Santa Rosa Little League paid their entire balance of \$2,000 for the 2009 Little League Season.
12. On January 4, 2010, the Director met with the new President of San Fernando National Little League, Pete Vela. Mr. Vela informed the Director that San Fernando National Little League would like a payment plan to pay off the 2009 remaining balance of \$1,500. Mr. Vela made a \$300 payment that day and indicated that he would make payments every couple of weeks until the balance was paid in full. On February 5, 2009, the remainder of the balance was paid.
13. At the January 19, 2010 City Council meeting, a number of speakers, representing San Fernando National Little League and San Fernando Braves Youth Football, addressed the City Council during public comment. The discussions revolved around the fairness of the City Council adopted \$20 Youth Impact Fee. Several of the speakers requested justification of the imposed \$20 Impact Fee. The City Council requested that this issue be placed on the February 1, 2010

City Council agenda and that a staff report be prepared. The staff report is to include the justification for increasing the Youth Impact Fee to \$20.

14. At the January 26, 2010, EPAH Standing Committee meeting, two representatives from the San Fernando National Little League addressed the committee and stated that the Youth Impact Fee should have been implemented incrementally as opposed to a one-time increase to \$20.
15. At the February 1, 2010, City Council meeting, staff presented a report to the City Council providing justification for increasing the youth impact fee to \$20. Once again, a number of speakers, representing San Fernando National Little League and San Fernando Braves Youth Football, addressed the City Council during public comment. The speakers voiced their concern and displeasure with the City Council approved \$20 Youth Impact Fee. After much discussion, the item was referred to the next EPAH Standing Committee meeting for further discussion.
16. At the February 23, 2010, EPAH Standing Committee meeting, additional discussion on the youth impact fee occurred. After some discussion, the EPAH Standing Committee asked staff to conduct some further research into the matter. The research was to look at how other cities were dealing with the ongoing issue of increasing park maintenance expenses while revenues were decreasing or staying the same. Staff was directed to present the findings at the March 23, 2010, EPAH Standing Committee meeting.
17. On March 19, 2010, the San Fernando Braves Youth Football organization paid their delinquent 2009 Youth Impact Fee. All 2009 youth impact fees have now been paid.
18. During the month of March, the Recreation and Community Services Director spoke with representatives of the youth leagues to see if there was any chance of finding an amicable solution to the youth impact issue. The Director approached the leagues to see if the leagues would be willing to pay a reduced amount of \$10/child/season. The San Fernando Braves pay the \$10 impact fee. The San Fernando National Little League President stated that the issue had to be presented to the full board for discussion. The board meeting was scheduled to occur Sunday, March 21, 2010. The President of San Fernando National Little League did not inform the Recreation and Community Services Director on the results of his discussion with his Board concerning the proposed reduced impact fee.
19. At the March 23, 2010, EPAH Standing Committee meeting, staff presented some additional research on how other communities are currently dealing with youth organizations and the burden the organizations are placing on city budgets. The results of the research vary with some municipalities providing field use for free, some charging an impact fee plus requiring field maintenance, some charging just an impact fee, some charging hourly rates and some not providing any field usage at all. After much discussion from those in attendance, the EPAH Standing Committee asked for a recommendation from the Recreation and Community Services Director. The recommendation from the Director was that the fee should be reduced from \$20 to \$10 and that field maintenance by the Little Leagues should be included under a separate MOU. At this meeting, the President of San Fernando National Little League did not disclose the result of his discussion with Board members concerning the proposal from the City to lower the fee from \$20 to \$10. San Fernando National Little League representatives continued to voice their concern with the impact fee.

Concession Stands

1. On July 30, 2008, Los Angeles County Department of Public Health, Environmental Health (LACDPHEH) mailed a letter to Little League/Youth Sporting Event Organizers about food safety and food facility requirements (ATTACHMENT "A").
2. In September of 2008, the Recreation and Community Services Department was contacted by LACDPHEH regarding Little League operations at concession stands in City parks.
3. On March 13, 2009, Los Angeles County Department of Public Health, Environmental Health met with a representative from Santa Rosa Baseball at Las Palmas Park to inspect the concession stand for subsequent issuance of a food vending permit. Also present at the meeting were City staff members from Public Works and Recreation and Community Services Departments.
4. From March 2009 through April 2009, Public Works staff performed minor renovations and repairs at both Las Palmas Park and Pioneer Park concession buildings. (ATTACHMENT "B").
5. On April 22, 2009, a meeting was conducted with San Fernando National Little League and Santa Rosa Baseball at Recreation Park with representatives from Los Angeles County Department of Public Health, Environmental Health, City Staff and City Councilmember Maribel De La Torre to review State and Local regulations necessary for food vendor permits.
6. In April 2009, Santa Rosa Little League applied for and subsequently obtained a temporary food vending permit from Los Angeles County Department of Public Health, Environmental Health to sell pre-packaged food at the Las Palmas Park concession building.
7. From October 2009 to March 2010, Public Works staff corresponded with Los Angeles County Department of Health, Environmental Health representatives to determine the requirements needed for City facilities to obtain permits for food preparation and sales. Staff conducted facility inspections with the Los Angeles County Department of Public Health, Environmental Health representatives at Recreation Park, Las Palmas Park and Pioneer Park.
8. On April 30, 2010, a Request for Proposal (RFP) was issued for Parks Concession Stand Renovation Design.
9. On May 13, 2010, a job site walk was conducted at City Park Concession Stand locations for prospective design firms interested in submitting proposals for snack shop renovation design.
10. On June 1, 2010, a total of three sealed proposals were received at the City Clerk office in response to the RFP for Parks Concession Stand Renovation Design.
11. On July 6, 2010, Fiscal Year 2010-11 City Budget was adopted, including \$25,000 for Concession Stand design and \$175,000 for remodeling.
12. In July 2010, Staff was directed to defer expenditures for Concession Stand design or renovation work until further review and direction by City Council.
13. On April 18, 2011, City Council directed Recreation and Community Services Operations Manager to provide an update on concession stand operations.

14. In December of 2011, Recreation and Community Services Operations Manager met with both San Fernando and Santa Rosa Little Leagues to discuss the upcoming baseball season for 2012 and potential funding opportunities.
15. On January 17, 2012, the RCS Operations Manager provided City Council with an update on concession stand operations.
16. Since January of 2012, the RCS has been meeting with the San Fernando National Little League and Santa Rosa Baseball regarding usage of the City facilities for the 2012 season and the creation of a maintenance plan for concession stands.
17. In February of 2012, City staff met with the Los Angeles County Department of Public Health (LACDPH) to create a final punch list of items to be upgraded at the concession stands in order to allow leagues to sell/serve prepackage foods only for the 2012 season.

ATTACHMENT “D”**AGREEMENT FOR USE OF CITY OF SAN FERNANDO [INSERT PARK NAME]
BASEBALL FIELDS AND CONCESSION STAND**

Template version used: 2013 Season

THIS AGREEMENT FOR USE OF LAS PALMAS PARK (this “**Agreement**”) is made and entered into as of [INSERT DATE], by and between the CITY OF SAN FERNANDO, a California municipal corporation (“**City**”), and the [INSERT NAME OF LEAGUE], a non-profit organization (“**League**”), and with respect to the following:

R E C I T A L S:

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

WHEREAS, League has a youth baseball organization located within the City of San Fernando; and

WHEREAS, City owns and operates the [INSERT NAME OF PARK] (the “Facility”), located at [INSERT ADDRESS OF PARK] in the City of San Fernando; and

WHEREAS, League desires to use the Facility for recreational purposes, specifically, for practices and games for the League’s youth participants; and

WHEREAS, League has requested the use of four baseball fields, indoor space, and one concession stand at the Facility; and

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

A G R E E M E N T:

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

1. FACILITY.

- Availability for Youth Baseball League Use. The Facility shall be available to League for use by the Santa Rosa Baseball League, for the period of [INSERT DATE(S)].
- The City shall provide the League access to four baseball fields at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit A) while allowing the City to provide public access to nearby green space and programming without overlap.

- The City shall provide the League access to one concession stand at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit A) while allowing the City to provide public access to nearby green space and programming without overlap.
- The City shall provide the League access to the indoor facilities once per month at the Facility for League sponsored board meetings stated in Usage Hours of Operation (Exhibit A) without programming overlap. Meetings are subject to availability of dates and times. All meetings shall be scheduled during regular business hours. Staff time will be charged if meetings are scheduled during non-business hours.
- The League will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- The League will provide a copy of their LA County Health Department Permit prior to opening day.
- The League will provide the City with a practice and game schedule no later than 7 days prior to opening day.
- League shall be permitted to hang up league banners and advertisement banners at the Facility for League purposes as set forth in Banner Program Guidelines in Exhibit C, attached hereto and incorporated herein by this reference.
- League shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule Exhibit D, attached hereto and incorporated herein by this reference.
- City shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule as set forth in Exhibit D, attached hereto and incorporated herein by this reference.
- Right of Entry – If the League would like to perform any modifications and improvements to the Facility, it may request a Right of Entry Permit (ROE). A ROE permit will be required if League desires to make any modifications and/or improvements to the Facility. A ROE will require a license agreement between the City and League prior to commencement of any modifications and/or improvements to the Facility. To initiate meetings regarding a ROE, please write a request in writing to the City of San Fernando and address to Don Penman, Interim City Manager and copy Ismael Aguila, Recreation and Community Services Operations Manager.

2. LIABILITY & INDEMNIFICATION.

2.1 League shall agree to be financially responsible for all destruction of, damage to, or unnecessary abuse of City buildings, grounds or equipment in any way arising out of the use of occupancy thereof by the League.

2.2 The League agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of the League, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.

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

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

3. INSURANCE.

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

- League shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facility that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name City as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of City.

- League agrees that if it does not keep the insurance required in this Agreement in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to League, City may take out the necessary insurance and pay, at League expense, the premium thereon.

3.2 **Certificate.** League shall cause Authority to supply City with a Certificate of Insurance, or reasonable equivalent, of such insurance.

3.3 **Waiver.** League waives any and all rights of recovery against City for loss of, or damage to, League's property or the property of others under League's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. League shall, upon obtaining any policies of insurance affecting the Facility, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

4. **TERM OF AGREEMENT.** This Agreement shall be effective from [INSERT DATE(S)], inclusive, unless earlier terminated in accordance with this Agreement.

5. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement with or without cause by providing thirty (30) days prior notice to the other party.

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

7. FEES AND CHARGES.

7.1 **Fees.**

- For each League season, the City will charge League for use of the Facility an impact fee of \$15.00 per youth enrolled in the Leagues program. Impact fees are determined by City Council and are subject to change at their discretion. The League shall submit a roster no later than [INSERT DATE].
- League shall obtain and maintain, at its sole cost and expense a non-profit status as required by state and federal law.
- League shall ensure that a minimum of Fifty Percent (50%) of the youth participating in the league are residents of the City of San Fernando.
- The League shall annually disclose the cost of registration for the League participants to the City each prior to the beginning of each season.
- The League agrees to submit to the CITY a map showing the geographical area that comprises its district. CITY shall provide, upon the League's request, a current street map index in order to allow verification of City residency.
- The League will submit a report to the CITY by [INSERT DATE] containing the following information: the number of children registered, their ages, the number of teams,

any special honors earned, special programs, camps or clinics held, the number of City of San Fernando residents registered, and the cost of registration.

- League agrees to compensate the City for the use of the Facility provided under this agreement, and Leagues agrees to accept in full satisfaction for use of such facility.

7.2 Billing. City shall submit to the League an invoice, at the completion of the term of the Agreement, for the use of the Facility provided pursuant to this Agreement. Any invoice dispute for facilities/services provided shall be submitted within ten (10) business days of receipt of the invoice.

7.3 Method of Payment. Impact Fees shall be paid prior to [INSERT DATE] for facility use.

8. **APPLICABLE LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

Organization: [INSERT LEAGE NAME & ADDRESS]

Attention:

Email:

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

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

delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement for Use of Facility as of the date first written above.

ORGANIZATION: [INSERT LEAGE NAME]

By: _____

CITY: CITY OF SAN FERNANDO

By: _____

--- EXHIBITS FOR BASEBALL LEAGUES FACILITY USE AGREEMENTS ---

EXHIBIT “A”

Usage Hours of Operation

Baseball fields & Concession Stand (Pre-Season) Dates _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Baseball fields & Concession Stand (Regular Season) _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Meeting Dates (Indoor Facility)

Event	Date (s)	Description/Notes

Keys Events

Event	Date (s)	Description/Notes
Opening Day		<ul style="list-style-type: none"> Event gathers high volume of participants. <u>Special Event Application required and due 45 days prior to event.</u>
Closing Ceremony		<ul style="list-style-type: none"> Event gathers high volume of participants. <u>Special Event Application required and due 45 days prior to event.</u>
Movie Night		<ul style="list-style-type: none"> <u>Special Event Application required and due 45 days prior to event.</u>

EXHIBIT "B"**RENTAL AND USAGE TERMS**

1. The League further states that, to the best of his/her knowledge, the CITY property, for use of which application is hereby made, will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
2. Agreement is only good for activities and times stated. Any additional activities and/or hours will require submission of appropriate application.
3. The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in CITY facilities. **NO SMOKING** is allowed on or in CITY facilities. Betting and/or other forms of gambling is **NOT ALLOWED**.
4. Responsible adults (**21 years or older**) must be present **AT ALL TIMES** when a group of minors are using the facilities.
5. The League shall have a copy of this agreement available on site at all times.
6. Arrival of set party **shall not** be earlier than set time on the application. Departure of set party **shall not exceed** set time on application. Set-up/Clean-up time **MUST** be accounted for in the set time of the contract. A penalty charge **will be assessed** if arrival is earlier or if departure is later than set time.
7. Persons in attendance shall restrict their activities to those facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
8. There will be **no storage provided**. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, and etc.). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
9. Upon the conclusion of the event, the agent and/or the organization must leave the facilities in the **same condition** as found. Such condition to be determined by an authorized representative. Failure to comply will result in forfeiture of damage/cleaning deposit and may result in a penalty fee if time exceeds contract time. If the League leaves the facilities in same conditions as found a \$250 credit will be applied to the yearly impact fee invoice.
10. The CITY'S Public Works Department will schedule a mandatory maintenance training for the League. A minimum of 50% of coaching staff and League representatives are required to attend. If the League complies with mandatory maintenance training a \$250 credit will be applied to the yearly impact invoice.
11. Keys can only be used during permit hours. All keys shall be returned upon expiration of

permits. Failure to return keys shall result in a fee for key replacement and may result in a fee for re-keying of facilities.

12. The League and/or their representatives shall maintain a civil attitude, mutual respect and team cooperation at all times. Failure to do so may result in revocation of permit.
13. The League and/or their representatives shall promptly report any deficiencies of facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
14. The League and/or their representatives shall arrive with sufficient amount of time to inspect facilities and allow for repairs.
15. The League and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field and filling small divots. The CITY shall provide materials and secure means for storage on site. Public Works will host a Maintenance Workshop at Pioneer Park at a later date to be determined. Refer to Exhibit "D" for further details.
16. Use of snack bar requires compliance of all local and state regulations and permits, which includes a Los Angeles County Health Department Public Health Permit that is to be posted at the snack bar at all times during operation.
17. The snack bar is to be used to sell/serve prepackage foods only as required by the California Retail Food Code and the Los Angeles County Department of Public Health/Environmental Health.
18. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 2:00 p.m. and will be forwarded to the CITY'S Public Works Department that same day. The following is the contact information for the main office:

(818) 898-1290

Monday and Wednesday 10:00 a.m. to 2:00 p.m. and 4:00 p.m. to 6:00 p.m.

Tuesday and Thursday 9:00 a.m. to 2:00 p.m. and 4:00 p.m. to 6:00 p.m.

Friday 9:00 a.m. to 12:00 p.m.

Any repair inquiries placed after 2:00 p.m. will be addressed the following business day. Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies dial 911.

EXHIBIT “C”**Banner Program Guidelines**

- Subject to the terms and conditions set forth in this Agreement, the League shall be permitted to operate a banner program that will include managing the sales, ordering (if necessary), installation, maintenance, removal and disposal of banners in specified locations in baseball fields or on Facility (the “banner advertising program”), as more particularly described below.
- Except as otherwise authorized by CITY in writing, the League shall, at its sole cost and expense, furnish all materials and equipment, excluding CITY park equipment, that may be required for Banner Program under to this Agreement.
- This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.
- League shall make all documents, invoices and other records maintained by the League in connection with this Agreement available to CITY for review and audit upon twenty-four (24) advance notice. CITY may conduct such review and audit at any time during League’s regular working hours.
- CITY shall provide the League with all pertinent data, documents and other requested information as is reasonably available for the proper performance of League services.
- At completion of the season, the League shall provide the CITY a summary report of revenues generated from Banner Program.
- In the event any claim or action is brought against the CITY relating to the League’s performance in connection with this Agreement, the League shall render any reasonable assistance that the CITY may require.
- League shall remove and dispose of all banner advertisements, excluding League banner advertisements, placed in baseball fields or on the Facility within ten (10) calendar days of the effective date of termination.

ADVERTISING GUIDELINES. CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facility are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. League shall not accept and/or display advertisements:

- 1.1.1. That involve tobacco or tobacco related products;
- 1.1.2. That involve alcohol or alcohol related products;

1.1.3. That involve unlawful or illegal goods (including drugs), services or activities;

1.1.4. That involve “junk food” products (for purposes of these guidelines “junk food” means food that is high in calories, fat and/or salt and with low nutritional values);

1.1.5. That relate to an adult business (for purposes of these guidelines “adult business” shall have the meaning set forth in Section 106-1022 of Division 2 of Article VI or Chapter 106 of the San Fernando City Code);

1.1.6. That relate to political campaigns or political issues;

1.1.7. That relate to religious issues;

1.1.8. That imply endorsement of any goods, services, or activities by CITY; or

1.1.9. That infringe on any copyright, trade or service mark, title or slogan.

Violation of Advertising. League shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by CITY.

Advertising Guidelines. CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to the League.

ADVERTISING SPACE. League shall be responsible for the installation, removal and off-site disposal of banner advertisements. CITY reserves the right to approve all materials, dimensions and locations of banner advertising to be placed in the locations identified in Section 2.1 below.

Banner Advertisement Placement. League may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Pioneer Park	1, 2	outfield fences
Pioneer Park	1, 2	dugouts, backstops
Pioneer Park	1, 2	bleachers

League, at no cost to the CITY, shall provide additional hardware as needed to prepare the locations identified above for the installation of banner advertisements. All additional hardware, once installed, shall become the CITY’s property and shall not be removed by League, unless requested by the CITY. League shall provide the City Representative with photographic record of installed banner advertisements within three (3) business days of installation.

Banner Advertisement Dimensions. Excluding CITY banner advertisements, all banner advertisements shall meet the following dimension requirements:

Park	Location	Maximum Dimensions
Pioneer Park	Outfield fences	12ft x 3.5ft
	Dugouts	12ft x 3.5ft
	Bleachers	12ft x 3.5ft
	Tennis court	12ft x 3.5ft

City Use of Banner Advertisement Locations. CITY may advertise or promote CITY programs and events at one (1) or more of the advertising locations identified above at no cost to the CITY. CITY shall provide League with a minimum fifteen (15) day advance notice, specifying the program or event and the dates for posting, prior to the installation date of the CITY's banner advertisement.

BANNER ADVERTISING MATERIALS. All banner advertising materials shall be of the highest industry standards. All banner advertisements shall be affixed using short-term removable material.

CHANGE OF BANNER ADVERTISEMENT. The change out of banner advertisements is League's sole responsibility and shall be performed Mondays through Sunday (when fields are not in use) during the hours of 8 a.m. and 6:00 p.m.

BANNER ADVERTISEMENT MAINTENANCE. League shall maintain banner advertisements in a clean condition free from dirt or residue.

DAMAGE TO BANNER ADVERTISEMENTS. CITY assumes no liability for damages to banner advertisements as a result of causes beyond the control, and without the fault or negligence of the CITY. League shall advise advertisers that vinyl banner advertisements have a limited life span due to sun fading, possible wind damage or vandalism. If a damaged banner advertisement needs to be removed, the CITY shall make its best effort to notify League via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

League shall remove a banner advertisement, or portion thereof, that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, at no cost to CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to League.

If the deficiencies are not corrected within three (3) business days from the date of the CITY's written notice, the CITY may remove the material and bill League accordingly for labor. CITY shall charge League the standard hourly wage for a CITY Maintenance Worker to remove the material. League shall remit payment to the CITY within thirty (30) business days of receipt of the CITY's invoice.

If League fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

GRAFFITI. In the event that any banner advertising is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to League and request League's replacement of the advertisement at no cost to the CITY. League shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. League, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.

REMOVAL OF DATED MATERIALS. League shall apply an expiration date to the advertising terms for all banner advertisements with dated content. League shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

EXHIBIT “D”**Maintenance Schedule**

CITY shall ensure that Facility is properly maintained daily as set forth in this Maintenance Schedule.

Activity Description	Performed	Notes
Inspect fields/dugouts/etc.	2x per year (pre, mid season)	To be conducted with city and league representatives.
Inspect concession stands	2x per year (pre, mid season)	To be conducted with city and league representatives.
Maintenance and repair of field secured equipment (fences, base anchors)	1x per year (extensive) As needed throughout the season.	Any inquiries regarding maintenance/repairs, please refer to Exhibit “B.” Note: all inquiries will be reviewed by staff and prioritized based on urgency, safety, and budgetary restraints.
Aerate fields (infield & outfields)	1x per year (post season)	
Diamond dragging/leveling	Yearly (pre season)	
Mowing	During season: 1 x week Playoffs/tournaments: 2x week	
Edging (infields)	As needed	
Herbicide – broadgrass/crapgrass	1-2 times/year	
Irrigation times and maintenance.	As needed	
Seeding and/or sod cut	1x/year (pre/post season)	Requires 12-16 weeks to mature (Mid October-Mid January)
Compost (infields)	1x/year (pre season)	
50/50 (infields)	1x/year (pre season)	
Top dress (infields)	1x/year (pre season)	
Verti-cut/Dethatch/Scalp	1x/year (post season)	

League shall ensure that fifty percent (50%) of coaches/league representatives attend one Maintenance Workshop at a date to be determined (TBD) prior to each season that shall be conducted by the CITY’s Public Works Department. The League shall ensure that the Facility is properly maintained daily as set forth in the workshop. This shall also include minor repairs such as dragging of fields and filling of small divots. Refer to Exhibit “B” #15.

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

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

Participant's Signature

Date

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

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

Parent/Legal Guardians Signature

Date

Parent/Legal Guardians Printed Name



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN F. FREEDMAN
Chief Deputy

ANGELO J. BELLOMO, REHS
Director of Environmental Health

JACQUELINE E. TAYLOR, REHS, MPA
Acting Director, Food Inspection Bureau

5050 Commerce Drive
Baldwin Park, California 91706
TEL (626) 430-5250 • FAX (626) 851-3768

www.laphhealth.com/info.cfm

July 30, 2008

Little League/ Youth Sporting Event Organizers

XXXXXX

XXXXXX

Dear Little League Organizer,

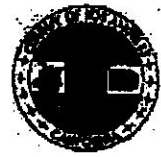
As part of our continued commitment to food safety and public health, the Los Angeles County Department of Public Health, Environmental Health is taking this opportunity to remind Little League/Youth Sporting Event Organizers about food safety and food facility permitting requirements.

The California Retail Food code governs all retail food service in the State, even small operations like Little League snack stands. In preparation for next season, we suggest you contact your local District office and request that your site be evaluated and permitted prior to offering food to the public. To assist you in complying with State and local regulations, we have listed below the various food service options that are allowed and whether or not they require a Public Health Permit:

Option 1: *Parents/Organizers bring picnic hatches and snacks:* No Public Health Permit is required. See the attached guide for tips on safe food handling.

Option 2: *Parents/Organizers want to sell/serve commercially pre-packaged food only, in a permanent structure but utilize less than 10 square feet of storage and display area.* No Public Health Permit is required.

Option 3: *Parents/Organizers want to sell/serve commercially pre-packaged food only, but utilize 10 square feet or more of storage and display area in an approved structure.* Approval through our Plan Check Program will be necessary. A Public Health Permit is required. Examples of food service would be canned soft drinks, pre-packaged potato chips, candy bars, etc. sold from an approved structure.



BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Option 4: *Parents/Organizers want to sell/serve food that they cook, prepare, slice, serve etc., inside a permanent structure.* Approval through our Plan Check Program will be necessary. A Public Health Permit is required. Examples of food service allowed includes grilling hot dogs and hamburgers, cooking French fries, dispensing soft drinks from a soda machine, warming chilli, melting cheese for Dorito chips, etc. This option allows the full range of food service and affords the organizer the greatest choices in the types of food they'd like to prepare. Many Leagues choose this option because of the flexibility it offers the organizers.

Option 5: *Parents/Organizers want to sell/serve food from a temporary food facility that operates occasionally in conjunction with a community event.* Approval through the local District office will be necessary. A Public Health Permit is required. Examples of food service allowed are based on the temporary setup and accommodations at each site. The District office will need to evaluate each site individually.

If you feel your Little League is not in compliance with one of the above options, please contact your local Environmental Health District office or Nick Brakband, Senior Environmental Health Specialist at (626) 430-5250. We wish you all the best in the upcoming season and remind you to "don't forget to play defense and keep food safe!"

Sincerely,

Jacqueline Taylor
Acting Director Food Inspection Bureau

JT:lc

Attachment: Food Safety Tips
List of District Offices

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OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Rick R. Olivarez, City Attorney

DATE: March 3, 2014

SUBJECT: Consideration and Potential Approval of City Manager Candidate Appointment and Action to Approval and Ratification of Related Employment Agreement

RECOMMENDATION:

If the City Council is prepared to make its appointment, it is recommended that the City Council:

- a. Announce the name of the candidate to be appointed;
- b. Announce that copies of the final proposed iteration of the related Employment Agreement for the candidate be made available to any interested member of the public who may request a copy;
- c. Entertain any comment by the City Council or members of the public on the matter; and
- d. Entertain a motion to:
 - i. Approve the candidate for appointment;
 - ii. Ratify the related Employment Agreement for the candidate in the substantive form distributed to the City Council and the public; and
 - iii. Authorize the Mayor to execute the Employment Agreement with the candidate on behalf of the City and the City Council.

BACKGROUND:

The City Manager position has been vacant since December 2012. From December 29, 2012 to December 6, 2013, Don Penman served as Interim City Manager. Since December 9, 2013, Community Development Director Fred Ramirez has served as Interim City Manager.

Consideration and Potential Approval of City Manager Candidate Appointment and Action to Approval and Ratification of Related Employment Agreement

Page 4

Over the past few months, the City Council (with the assistance of its recruitment consultant) has considered candidates for the permanent position. Over the course of the last few Closed Session discussions on this matter, the City Council has narrowed the field of candidates to one, subject to the ability of the City's negotiating term to finalize the terms of a proposed Employment Agreement which will be considered along with the appointment at the meeting of March 3, 2014.

ANALYSIS:

As required under the Brown Act and other provisions of the Government Code, final approval of a contract for the employment of executive personnel, including a city manager must be conducted in open session at a regular meeting of the City Council.

At its regular meeting to be held on Monday, March 3, 2014, the City Council will announce and take action to formally approve its appointment as the City's new permanent City Manager and will also consider for approval the finalized iteration of a proposed Employment Agreement. Copies of a final iteration of the prospective candidate's Employment Agreement will also be available to interested members of the public who request a copy at that time. The City Council will also be provided with a summary of salient deal points relating to the Agreement.

BUDGET IMPACT:

The salary for the candidate will be covered through the General Fund from the vacant position of the City Manager.

EXECUTED AGREEMENT

CONTRACT NO. 1737

2014

CITY MANAGER EMPLOYMENT AGREEMENT

(Brian Saeki)

THIS 2014 CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made and entered into on this 25th day of March 2014 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and BRIAN SAEKI, an individual ("SAEKI"). For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and SAEKI. The capitalized term "Party" may refer to either CITY or SAEKI interchangeably and reasonably appropriate.

RECITALS

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, CITY desires to engage and employ SAEKI to serve as the City Manager of the City of San Fernando ("City Manager") as that position is generally described under Division 2 (City Manager) of Title III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code; and

WHEREAS, the City Council finds that SAEKI possesses the education, training, experience and expertise necessary to perform the duties of City Manager; and

WHEREAS, SAEKI desires to accept employment as City Manager subject to the consideration, terms and conditions set forth under this Agreement; and

WHEREAS, the City Council approved this Agreement and the execution of the same in open session at its meeting of March 3, 2014 as required under Government Code Section 53262.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, CITY and SAEKI agree as follows:

SECTION 1. POSITION, TERM, DUTIES

1.1 Employment as City Manager

This Agreement establishes the terms and conditions of employment of SAEKI as the City Manager of CITY.

1.2 Duration of Employment

A. SAEKI's employment with CITY shall be at-will and SAEKI shall at all times serve at the pleasure of and at the convenience of the City Council of CITY. This Agreement may be terminated by either Party at any time for convenience subject to the notification and termination provisions prescribed in this Agreement.

B. The foregoing notwithstanding, nothing in this Section shall operate to prohibit, modify or otherwise restrict the City Council's ability to terminate SAEKI's employment at any time for cause. Nothing in this section 1 shall prevent, limit, or otherwise interfere with the right of SAEKI to voluntarily terminate or resign at any time from his position with the CITY, subject to the notification and termination provisions hereunder.

C. The Effective Date of this Agreement notwithstanding, SAEKI shall not commence work or assume the duties and responsibilities of City Manager as set forth herein until March 25, 2014 (hereinafter, the "Start Date"). Subject to the rights of the Parties to terminate this Agreement for convenience or for cause as provided herein, this Agreement shall be for an indefinite term commencing from the Effective Date.

1.3 Duties and Responsibilities

A. SAEKI shall perform the duties and functions of the City Manager as specified under the laws of the State of California, the San Fernando Municipal Code, the ordinances and resolutions of the CITY and this Agreement. SAEKI shall also perform such other duties and functions as the City Council may assign from time to time.

B. SAEKI shall serve as the City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in Division 2 (City Manager) of Title III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code ("Division 2"), as the same may be amended or modified from time to time by the City Council. SAEKI's performance of his duties shall be subject to the direction and oversight of the City Council. It is the intent of the Parties that SAEKI shall use all reasonable efforts to keep the City Council fully informed of all significant operations or major undertakings of the CITY. SAEKI's duties and responsibilities shall include, but are not limited to, the following:

1. SAEKI shall be the administrative head of the government of the CITY under the direction and control of the City Council except as otherwise provided in Division 2 of the City of San Fernando Municipal Code. The City Manager shall be responsible for the efficient administration of all affairs of the CITY which are under his control.
2. SAEKI shall perform all the duties of the City Manager as set forth in Section 2-121 of Division 2 of the City of San Fernando Municipal Code (the "Municipal Code"), the California Government Code, and CITY policies and procedures approved by the City Council, as they may be provided from time to time. The City Manager shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.
3. The City Council may also designate SAEKI as the administrative head of other CITY-related legal entities. Such other legal entities could include financing authorities, joint powers authorities and/or the Successor Agency to the San Fernando Redevelopment Agency.
4. SAEKI shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement such policies.

1.4 Hours of Work

A. The position of City Manager shall be deemed an exempt position under state and federal wage and hour laws. SAEKI's compensation (whether salary or benefits or other allowances) is not based on hours worked and SAEKI shall not be entitled to any compensation for overtime.

B. SAEKI shall be allowed reasonable flexibility in setting his own office hours, provided: (i) SAEKI maintains a reasonably substantial onsite presence at City Hall during normal CITY business hours; and (ii) SAEKI is reasonably available to members of the City Council, CITY staff and members of the community on a regular and routine basis that generally conforms to the CITY's normal business hours as the same may be amended from time to time by the City Council.

C. Consistent with subsection B, above, SAEKI's work hours may generally conform to the 9/80 work schedule afforded department heads and directors, however, SAEKI understands that the duties, demands and responsibilities of the office of City Manager may from time to time require that he work days and hours that do not strictly conform to the 9/80 schedule generally afforded to other executive level staff and shall be available to discharge the duties and responsibilities of City Manager at all times as reasonably necessary.

1.5 Regional and Professional Activities

The City Council desires that SAEKI be reasonably active in professional organizations that will promote the standing of the CITY and advance the CITY's goals, interests and policy objectives while also providing SAEKI with opportunities for the type of professional development that will enhance his ability to serve the CITY and perform his duties as City Manager. Toward this end, SAEKI may, upon reasonable notice and approval by the City Council, join professional organizations and participate in the activities of such organizations insofar as such participation promotes the interests of the CITY and does not unduly interfere with the performance of SAEKI's duties as City Manager. These activities may include, without limitation, participation in the California Contract Cities Association, California League of Cities, Independent City Association, City Management Foundation or other similar national, statewide, regional or professional organizations provided that such activities do not in any way interfere with or adversely affect SAEKI's performance as City Manager. Subject to funding availability as determined by the City Council in its sole and absolute discretion, CITY may pay for the dues and subscriptions of the City Manager necessary for his participation in national, statewide, regional or professional organizations.

1.6 Residence

SAEKI shall not be required to reside within the territorial boundaries of the CITY. The foregoing notwithstanding, SAEKI shall maintain a permanent residence within a reasonable distance to the CITY so as to permit SAEKI travel to the CITY within sixty (60) minutes in the event of CITY emergencies.

1.7 Conflicts of Interest

SAEKI shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the CITY, except for stock ownership in any company whose

capital stock is publicly held and regularly traded, without prior approval of the City Council. SAEKI shall further refrain from developing a financial stake in any commercial venture or partnership with any entity doing business with the CITY where such financial stake would create a violation of Government Code Section 1090. For and during the term of this Agreement and any extension term, SAEKI further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, SAEKI will not invest in any other real estate or property improvements within the corporate limits of the CITY without the prior consent of the City Council and subject to the restrictions of all applicable financial conflict of interest laws.

1.8 ICMA Code of Ethics

A. SAEKI agrees to become a member of the International City/County Management Association ("ICMA"). The Parties mutually desire that SAEKI shall comply with the latest published edition of the ICMA Code of Ethics, provided such compliance is not inconsistent with or contrary to the laws of the State of California or the San Fernando Municipal Code.

B. CITY and the City Council agree that neither the City Council nor any of its members will give SAEKI any order, direction, or request that would require SAEKI to violate the ICMA Code of Ethics, unless such direction or request is authorized by the laws of the State of California or the San Fernando Municipal Code.

1.9 Performance Evaluation

A. Annual performance evaluations are an important way for the City Council and SAEKI to ensure effective communications about expectations and performance. The City Council reserves the right to conduct a general job performance evaluation and review of SAEKI once each fiscal year, which review shall be completed no later than May 31st of each fiscal year but commenced no sooner than March 1st of the same fiscal year.

B. In conducting the review the Parties may, but shall not be required to, use the services of a professional consultant selected by the City Council. The job performance evaluation and review shall serve the following purposes and objectives: (i) to evaluate SAEKI's overall job performance over the course of the fiscal year; (ii) to identify areas of notable progress and/or accomplishment and identify ways to sustain and/or improve upon such progress and/or accomplishments; (iii) to identify areas requiring improvement and how such improvement might be accomplished; (iv) to measure SAEKI's success in meeting, achieving and/or exceeding City Council-defined goals, objectives, priorities, activities and programs over the fiscal year or since the last performance evaluation and review; (v) to establish goals, objectives, and priorities for the upcoming year; (vi) to determine what, if any, adjustments or enhancement should be considered and approved to SAEKI's compensation terms.

C. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 3, below. Nothing in this Section 1 shall be construed to restrict or otherwise limit the ability of the CITY to undertake any other review or investigation of SAEKI during the course of a fiscal year which the City Council may deem necessary to address any allegation of unlawful or inappropriate conduct or other wrongdoing.

SECTION 2. BASE COMPENSATION; BENEFITS AND REIMBURSEMENTS

2.1 Base Salary

CITY shall pay SAEKI an annual base salary of One Hundred and Eighty-Five Thousand Dollars (\$185,000.00) per year (hereinafter, the "Base Salary"), subject to deductions for taxes, deferred compensation and other out-of-pocket benefits paid for by SAEKI as a CITY executive management employee. CITY shall pay SAEKI in bi-weekly installments at the same time other employees of CITY are paid. Following the completion of the fiscal year 2014-2015 performance review of SAEKI, the City Council shall consider, but shall be under no obligation to approve, an increase to SAEKI's Base Salary, provided further that any approved increase shall not take effect earlier than July 1, 2015. SAEKI shall be entitled to the \$100 per month bilingual bonus if eligible under CITY policies.

2.2 Retirement/Deferred Compensation

SAEKI shall receive any and all employee retirement and deferred compensation benefits otherwise accorded CITY's executive management employees, consistent with CITY policies, including the CITY policy through the Public Employees Retirement System ("PERS") and applicable law. As of the Effective Date of this Agreement, the CITY policy through PERS consists of (i) 2% at 55 formula integrated with Social Security for classic members, with an employee contribution of 3.5% or (ii) 2% at 62 formula integrated with Social Security for new PERS members, with an employee contribution of 3.5%. SAEKI shall be subject to one of the two PERS formulas detailed in the preceding sentence as prescribed by applicable law, including applicable PERS regulations. SAEKI shall also be eligible for deferred compensation through voluntary contribution to the 457 Deferred Compensation plan available through the ICMA.

2.3 Annual Leave (Vacation and Sick)

A. Vacation Leave. Commencing on the Start Date, SAEKI shall commence to accrue vacation leave at a rate of ten (10) hours of vacation leave per month for a total of one hundred and twenty (120) hours or fifteen (15) business days of annual vacation leave per calendar year.

B. Sick Leave. Commencing on the Start Date, SAEKI shall commence to accrue sick leave at a rate of eight (8) hours of sick leave per month for a total of ninety six (96) hours or twelve (12) business days of annual sick leave per calendar year. Sick leave shall be used by SAEKI only in cases of actual sickness or disability of SAEKI or a member of SAEKI's immediate family, including SAEKI's dependents.

C. Subsections A and B notwithstanding, at no time shall SAEKI accrue more than eight hundred (800) hours or one hundred (100) business days of total annual leave, including both vacation and sick leave ("annual leave"). In recognition of the foregoing, SAEKI shall cease to accrue any additional annual leave time so long as his total accrued but unused annual leave remains at 800 hours or 100 business days total.

D. Except as otherwise provided under Government Code Section 53243 or other applicable law, upon voluntary or involuntary separation from the CITY, SAEKI may cash-out the unused balance of his total accrued annual leave. The cash out shall be in an amount equal

to the total number of unused annual leave hours multiplied by the quotient of SAEKI's annual base salary at the time of separation divided by two thousand eighty (2,080) hours.

2.4 Management Leave

A. Upon the Start Date of this Agreement, SAEKI shall be allocated Management Leave at a rate of one hundred and twenty (120) hours or fifteen (15) business days per calendar year; provided, however that the first allocation shall be prorated to reflect the fact that between January 1, 2014 and the Start Date, SAEKI shall not have commenced working for the CITY. Thereafter, SAEKI shall be allocated one hundred and twenty (120) hours or fifteen (15) business days per calendar year of Management Leave on the 1st day of January of each calendar year.

B. Subsection A notwithstanding, any annually allocated Management Leave that remains unused as of December 31st of each calendar year shall be cashed-out in an amount equal to the total number of unused Management Leave hours multiplied by the quotient of SAEKI's annual base salary as of close of business on December 31st of the subject year divided by two thousand eighty (2,080) hours.

C. Except as otherwise provided under Government Code Section 53243 or other applicable law, upon voluntary or involuntary separation from the CITY, SAEKI may cash-out the unused balance of his total accrued Management Leave at the time of separation. The cash out shall be in an amount equal to the total number of unused Management Leave hours multiplied by the quotient of SAEKI's annual base salary at the time of separation divided by two thousand eighty (2,080) hours.

2.5 Holidays

SAEKI shall receive paid holidays in accordance with CITY's current practices as such practices may be amended or modified from time to time by the CITY by action of the City Council. Paid holidays will be those approved by the CITY by action of the City Council. The CITY currently provides twelve (12) paid holidays per calendar year.

2.6 Medical, Dental and Vision Insurance

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, SAEKI shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded CITY's executive management employees, as of the Effective Date of this Agreement and as those benefits may be changed from time to time.

2.7 Automobile Allowance

CITY recognizes that SAEKI's duties as City Manager may require extensive use of an automobile in the ordinary course of performing his duties as City Manager. Accordingly, CITY, as added compensation, shall provide SAEKI with an automobile allowance in the amount of Four Hundred Dollars (\$400.00) per month to assist SAEKI with the cost of using and operating his own private vehicle and to offset expenses such as gasoline, auto insurance, maintenance, repair and other automobile related costs and expenses. SAEKI shall be responsible for maintaining and paying for liability insurance as required by State law and for all operating, maintenance and repair costs of SAEKI's automobile and for any other automobile-related expenses in excess of the allowance set forth herein.

2.8 Cellular Phone Allowance; Other Necessary and Customary Business Equipment and Facilities; Special Electronic Equipment

A. CITY recognizes that SAEKI's duties as City Manager may require extensive use of a cell phone in the ordinary course of performing his duties as City Manager. Accordingly, CITY shall provide SAEKI with a cell phone allowance in the amount of Sixty Dollars (\$60.00) per month for the use of SAEKI's personal cell phone to conduct CITY business. CITY shall not be responsible for any cellular phone related expenses in excess of the allowance set forth herein nor shall SAEKI be entitled to reimbursement for such expenses pursuant to Section 2.9.

B. The CITY shall provide SAEKI with other customary and necessary equipment and facilities reasonably required for SAEKI to perform his duties and functions as City Manager such as an office within City Hall, a landline telephone in the City Hall office, a desktop computer, business cards, business stationery and the like. All such equipment and facilities made available to SAEKI shall at all times remain the property of the CITY and SAEKI acknowledges, understands and agrees that he shall have no right of privacy to such equipment or any data or information stored in such equipment or facilities.

C. The City Council reserves the right but does not assume the obligation to provide SAEKI at CITY's expense, special electronic communications equipment such as an iPad. All such equipment and facilities made available to SAEKI shall at all times remain the property of the CITY, and SAEKI acknowledges, understands and agrees that he shall have no right of privacy to such equipment or any data or information stored in such equipment or facilities.

2.9 Reimbursement for Expenses Not Covered by Allowances

Excluding those expenses already covered by the supplemental compensation allowances set forth under Sections 2.7 and 2.8 above, CITY shall reimburse SAEKI for reasonable and necessary travel, subsistence and other business expenses incurred by SAEKI in the performance of his duties or in connection with SAEKI's participation in those authorized activities referenced under Section 1.3, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California and any CITY-adopted reimbursement policies as either may be adopted, updated or otherwise amended from time to time.

2.10 Long Term Disability

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, SAEKI shall receive any and all employee long term disability program benefits otherwise accorded CITY's executive management employees, as prescribed as of the Effective Date of this Agreement and as those benefits may be changed from time to time.

2.11 Term Life Insurance

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, SAEKI shall receive any and all term life insurance program benefits otherwise accorded CITY's executive management employees, as prescribed as of the Effective Date of this Agreement and as those benefits may be changed from time to time.

2.12 Jury Duty

SAEKI will receive full pay and benefits while responding to a jury summons or serving on a jury, up to a maximum of fourteen (14) business days. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.13 Other Benefits

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, SAEKI shall receive any and all other benefits granted to all of the CITY's executive management employees under State law, the San Fernando Municipal Code and other lawful CITY policies, rules and regulations, as those benefits may be changed from time to time.

SECTION 3. EMPLOYMENT "AT-WILL"; SEPARATION FROM EMPLOYMENT

3.1 Employment with CITY is "at-will"

A. SAEKI's employment status with CITY shall be at-will and SAEKI shall serve at the pleasure of the City Council as provided under Government Code Section 36506. CITY, through the City Council, may at any time terminate SAEKI's employment with the CITY with or without cause by majority vote of its full membership (i.e., by no less than three affirmative votes). SAEKI acknowledges, understands and agrees that SAEKI may not avail himself of any procedures, provisions or protections set forth under the CITY's Employment Policies, as defined herein, insofar as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate SAEKI's status as an "at-will" employee of CITY or the ability of the City Council to terminate SAEKI's employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule or other written policy of the CITY as the same may be amended, modified or supplemented from time to time (including but not limited to the San Fernando Municipal Code and any written employment manual of the CITY) which governs, regulates or otherwise relates to employment with the CITY. The CITY's Employment Policies shall not apply to SAEKI insofar as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) SAEKI's status as an "at-will" employee of CITY.

B. Except as otherwise provided under this Section 3, SAEKI shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate SAEKI's employment whether for cause or for convenience.

C. Nothing in this Agreement shall confer upon SAEKI any right to any property interest in continued employment with the CITY.

3.2 Resignation/Retirement

A. SAEKI may resign and/or retire from his employment with the CITY at any time for any reason, provided SAEKI provides the City Council with written notice of his intent to so terminate his employment at least forty-five (45) calendar days prior to the effective date of separation.

B. The City Council in its sole and absolute discretion may waive or shorten the 45-day prior written notice requirement provided the request for such waiver is made in writing by SAEKI and further provided that the City Council's waiver of the notice requirement is also made in writing.

C. The failure of SAEKI to provide the prior written notice required under this Section shall constitute a material breach of this Agreement.

3.3 Separation for Convenience and Without Cause; Severance

A. In the event SAEKI is terminated for convenience and without cause by the City Council while SAEKI is willing and able to perform the City Manager's duties under this Agreement, then in that event the CITY agrees to pay SAEKI a lump sum cash payment equal to six (6) months' worth of SAEKI's annual Base Salary at the time of separation [i.e., the prorated value of one months' worth of SAEKI's annual Base Salary at the time of separation multiplied by six].

B. CITY shall extend to SAEKI the right to continued health insurance as may be required by and pursuant to terms and conditions of this Consolidated Omnibus Reconciliation Act of 1986 ("COBRA"). The CITY agrees to pay SAEKI's COBRA coverage for the same number of months for which SAEKI is entitled to a lump sum cash payment under Section 3.3(A), or until SAEKI either secures and begins full-time employment or obtains other health insurance, whichever of these three events first occurs. SAEKI shall notify the CITY within five (5) calendar days of securing new full-time employment or insurance.

C. All payments required under Section 3.3(A) or 3.3(B), above, are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Further, in the event SAEKI is convicted of a crime involving an abuse of office or position, SAEKI shall reimburse the CITY for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 through 53243.4.

D. The foregoing notwithstanding, CITY shall not exercise its right to terminate SAEKI for convenience and without cause during the 90-day period immediately preceding or the 90-day period immediately following any General Municipal Election of the CITY in which two or more City Council seats are subject to an election contest or during the 90-day period immediately preceding or the 90-day period immediately following any Special Municipal Election of the CITY in which two or more City Council seats are subject to an election contest.

3.4 Separation for Cause

A. Notwithstanding the provisions of Section 3.3, above, SAEKI may be terminated for cause. As used in this Section, "cause" shall mean any one or more of the following:

- (i) Any Breach of this Agreement;
- (ii) Conviction (including a plea of no contest) of a felony or any misdemeanor under the Political Reform Act (Government Code Section 81000 et seq.) or Government Code Section 1090;
- (iii) Conviction (including a plea of no contest) of any offense constituting an "abuse of office or position" within the meaning of Government Code Section 53243.4;

- (iv) Conviction (including a plea of no contest) of a misdemeanor involving a crime of moral turpitude or felony under California law, including but not limited to any conviction under Penal Code Section 424;
- (v) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of SAEKI's duties;
- (vi) Repeated and protracted unexcused absences from SAEKI's office and duties;
- (vii) Résumé fraud;
- (viii) A finding by judicial proceeding that legally prohibited personal acts of sexual harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee have occurred;
- (ix) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body, or persistent willful violation of properly established rules and procedures; and
- (x) Any other action or inaction of SAEKI that materially and substantially impedes or disrupts the performance of CITY or its organizational units or is detrimental to employee safety or public safety.

The City Council, in its sole and absolute discretion, may place SAEKI on administrative leave with pay until resolution of allegations or charges, including but not limited to criminal charges, brought against SAEKI, or until a final judicial or administrative decision finding legally prohibited personal acts of sexual harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee. Prior to terminating this Agreement pursuant to this Section, the City Council shall give SAEKI at least ten (10) calendar days prior written notice of the charges. Within the ten-day period, but not earlier than five (5) calendar days after the notice has been given, the City Council shall meet with SAEKI in closed session and give SAEKI an opportunity to address the City Council regarding the charges. SAEKI may have a representative at the closed session with the City Council. After hearing SAEKI's response to the charges, the City Council shall make a decision as to whether to terminate this Agreement and shall inform SAEKI in writing of its decision. Other than as provided in this subsection, SAEKI expressly waives any other form of hearing or appeal of the City Council's decision. Nothing in this subsection creates a property right in employment. Notwithstanding anything contained in this subsection, SAEKI remains an at-will employee serving at the pleasure of the City Council. The initiation of termination proceedings for cause shall not operate to prohibit or otherwise restrict the City Council from exercising its right to terminate SAEKI without cause as provided under Section 3.3 of this Agreement.

B. In the event the CITY terminates SAEKI for cause, then the CITY may terminate this Agreement immediately, and SAEKI shall be entitled to only the compensation accrued up to the date of termination, payments required under Sections 2 and subsection 3.3 and such other termination benefits and payments as may be required by law. In the event of termination for cause, the City Manager shall not be entitled to any severance provided for under subsection 3.3, above. The foregoing notwithstanding, CITY may deduct from such payments any reimbursement sums it is owed pursuant to Government Code Sections 53243 through 53243.4.

3.5 Return of City Equipment

SAEKI agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment are the property of CITY and shall be returned promptly to CITY upon termination of SAEKI's employment. SAEKI's obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

SECTION 4. GENERAL PROVISIONS

4.1 Proprietary Information

"Proprietary Information" means all information and any idea pertaining in any manner to the business of the City Council, the CITY or the CITY's various departments, divisions, committees and commissions, which was produced by SAEKI in the course of his employment or otherwise produced to or acquired by SAEKI in the course of his employment with the CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information". During his employment by CITY, SAEKI shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, SAEKI shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. SAEKI's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

4.2 Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in SAEKI's personnel file. SAEKI agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of San Fernando
117 Macneil Street
San Fernando, California 91340
Attn: Mayor and City Council

City Manager's Address: [Deliver to last updated address in personnel file]

4.3 Indemnification

A. CITY shall defend, hold harmless and indemnify SAEKI against any claim, demand, judgment or action of any type or kind arising within the course and scope of SAEKI's employment to the extent required by Government Code Sections 825 and 995.

B. Subsection (A) of this Section notwithstanding, CITY reserves all rights (including all rights to monetary reimbursement) afforded under Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 and nothing in this Agreement shall be operate or otherwise be construed to place any restriction upon CITY in exercising and/or enforcing such rights under the foregoing Government Code Sections. In the event SAEKI is convicted of an offense constituting an abuse of office or position, SAEKI shall reimburse CITY for any sums expended investigating and/or defending such wrongdoing as provided under Government Code Section 53243, 53243.1 and 53243.3. For purposes of this Agreement, the phrase "abuse of office or position" shall have the same meaning as set forth under Government Code Section 53243.4

4.4 Entire Agreement

This Agreement is intended to be the final, complete, and exclusive statement of the terms of SAEKI's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of SAEKI, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to SAEKI and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

4.5 Amendments

This Agreement may not be altered, modified, or amended except in a written document signed by SAEKI, approved by the City Council and signed by Mayor.

4.6 Waiver

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

4.7 Assignment

SAEKI shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to SAEKI, assign its rights and obligations hereunder.

4.8 Severability

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

4.9 Attorney's Fees

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

4.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue property only in Los Angeles County, State of California.

4.11 Interpretation

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

4.12 Acknowledgment

SAEKI acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

4.13 Counterparts

The Parties agree that this Agreement may be executed in multiple originals including multiple counterparts, and that each of the counterparts to any original taken together shall constitute one valid and binding agreement between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and SAEKI has signed and executed this Agreement, as of the date first indicated above.

CITY OF SAN FERNANDO

By: 
Antonio Lopez, Mayor

Date: 3.5.14

BRIAN SAEKI

By: 
Brian Saeki

Date: 3-12-2014

APPROVED AS TO FORM:

By: 

Name: Ricardo Olivarez

Title: City Attorney

ATTEST:

By: 
Elena Chavez, City Clerk

Date: 3/5/14