



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

SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA

MAY 5, 2014 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Police Explorer Samantha Martinez

PRESENTATIONS

- a) MAY – OLDER AMERICANS MONTH
Recreation & Community Services Operations Manager Ismael Aguila
- b) MAY – CalFRESH AWARENESS MONTH
Mayor Pro Tem Robert C. Gonzales
- c) NATIONAL PUBLIC WORKS WEEK (MAY 18-24)
Interim Public Works Director Marlene Miyoshi

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

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



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CONSENT CALENDAR

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

1) REQUEST TO APPROVE MINUTES OF:

- a) MARCH 24, 2014 – SPECIAL MEETING
- b) APRIL 21, 2014 – REGULAR MEETING

2) REQUEST TO APPROVE WARRANT REGISTER NO 14-051

3) CONSIDERATION TO ACCEPT SUPPLEMENTAL FUNDS FOR THE ELDERLY NUTRITION PROGRAM FOR FISCAL YEAR (FY) 2013-2014

Recommend that the City Council:

- a. Approve to accept the Supplemental Funds for the Elderly Nutrition Program for FY 2013-2014, not to exceed amount of \$2,898; and
- b. Adopt Resolution No. 7599 amending FY 2013-2014 budget to allow for an increase of \$2,898 in Revenues and Expenditures in Grant Fund (Fund 10).

4) CONSIDERATION TO ADOPT A RESOLUTION AND APPROVE A COOPERATION AGREEMENT BETWEEN LOS ANGELES COUNTY AND THE CITY

Recommend that the City Council adopt Resolution No. 7600 approving the ongoing participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program and authorize the Mayor, or her designee, to sign the Cooperation Agreement with the County of Los Angeles.

5) CONSIDERATION TO PURCHASE REPLACEMENT FIREARMS FOR SWORN PERSONNEL

Recommend that the City Council authorize the purchase of 50 Glock M21 G4 45 caliber handguns from Proforce Law Enforcement, for an amount not to exceed \$25,677.75.

6) UPDATE REGARDING TRAFFIC MODIFICATION REQUEST FROM VISTA DEL VALLE DUAL LANGUAGE ACADEMY

Recommend that the City Council receive and file the staff report update regarding the City's response to date to the request from Vista del Valley Dual Language Academy (Los Angeles Unified School District) to modify and remove the restricted parking red curb on



**SAN FERNANDO CITY COUNCIL
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the north side of Eighth Street from Macneil Street to Brand Boulevard, adjacent to the school property.

7) CONSIDERATION TO AMEND THE CONTRACT WITH TECS ENVIRONMENTAL COMPLIANCE SERVICES, INC. FOR MUNICIPAL NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE ASSISTANCE

Recommend that the City Council:

- a. Amend Contract No. 1689 with TECS Environmental Compliance Services, Inc. (TECS Environmental), for NPDES Compliance Assistance, including:
 - i. Extend the Contract from November 19, 2014 to June 30, 2015;
 - ii. Approving the scope of services for Fiscal Years 2013-2014 and 2014-2015; and
 - iii. Approving a not-to-exceed budget of \$41,750 (for FY 2013-2014) and \$60,530 (for FY 2014-2015); and
- b. Authorize the City Manager to execute Contract No. 1689(a).

ADMINISTRATIVE REPORTS

8) USE OF THE COMMUNITY INVESTMENT FUND – RECYCLING REVENUE SHARING FUND TO OFFSET COSTS RELATED TO THE UPCOMING 5K RELAY RACE

Recommend that the City Council approve the expenditure of \$2,000 from the Community Investment Fund – Recycling Revenue Sharing Fund to help offset costs related to the 5K Relay Race on October 4, 2014.

9) CONSIDERATION TO ADOPT A RESOLUTION TO SUPPORT FILM TAX CREDIT (AB 1839)

This item is placed on the agenda by Mayor Sylvia Ballin and Mayor Pro Tem Robert Gonzales for City Council discussion and consideration.

10) RATIFICATION OF CITY COUNCIL LIAISON ASSIGNMENTS FOR 2014-2015

This item is placed on the agenda by Mayor Sylvia Ballin for City Council discussion and consideration.

COMMITTEE/COMMISSION LIAISON UPDATES



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GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

RECESS TO CLOSED SESSION

- A) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (G.C. §54956.8)
Property Location: City-owned parking lot property (Parking Lot No. 3 at San Fernando Mission Blvd. and Celis St.), APNs 2521-031-901 and 2521-031-902 and Other City-owned Real Property with APN 2521-031-903
City Negotiator: Brian Saeki, City Manager
Negotiating Parties: Severyn Aszkenazy, Aszkenazy Development
Under Discussion: Price and Terms of Payment as relates to potential use and/or disposition of City-owned real properties
- B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(d)(2) AND 54956.9(e)(1)
Conference with Legal Counsel to Discuss Facts and Circumstances to Discuss Facts and Circumstances Unknown to a Potential Plaintiff that Create a Significant Exposure to Litigation and/or Anticipated Litigation for the City
One (1) matter.
- C) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
G.C. §54956.9(d)(1)
Name of Case: City of San Fernando et al. v. Wendy L. Wantanabe, in her official capacity as the Auditor-Controller of the County of Los Angeles
LASC Case No.: 34-2013-80001550-CU-WM-GDS

RECONVENE AND ANNOUNCE CLOSED SESSION ACTION

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: May 1, 2014 (4:00 p.m.)

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

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 24, 2014 – 6:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:00 p.m.

Present:

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

Staff: Interim City Manager Fred Ramirez, Assistant City Attorney Richard Padilla, Assistant City Attorney Dave Gondek (via teleconference for Closed Session item), and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Mayor Ballin

APPROVAL OF AGENDA

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

Motion by Councilmember Lopez, seconded by Mayor Pro Tem Gonzales, to move up the Closed Session item. By consensus, the motion carried.

RECESS TO CLOSED SESSION (6:02 P.M.)

Assistant City Attorney Padilla asked if there were audience members wishing to comment on the Closed Session Item (there were none).

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

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SPECIAL MEETING MINUTES – March 24, 2014
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- A) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS MATTER OF POTENTIAL LITIGATION/ SIGNIFICANT EXPOSURE TO LITIGATION (G.C. §54956.9(D)(2) AND §54956.9(E)(1) AND (§54956.9(E)(3))
One (1) Matter

RECONVENE/REPORT OUT FROM CLOSED SESSION (6:31 P.M.)

Assistant City Attorney Padilla reported that a general update was provided by Assistant City Attorney Gondek and staff. General direction was given by the City Council; but no final action was taken.

PUBLIC STATEMENTS – WRITTEN/ORAL

Each of the following individuals gave a brief presentation regarding their company:

Stephen Kapusunski, Larry's Towing (owner)
Bart Torres, Black & White Garage (president/CEO)
Jessie Elias, Mid-Valley Towing (owner)

STUDY SESSION

- 1) CONSIDERATION OF AWARD OF FRANCHISE AGREEMENT FOR THE CITY VEHICLE TOWING AND STORAGE SERVICES

Acting Police Lieutenant Nichole Hanchett presented the staff report and replied to questions from Councilmembers.

Interim City Manager Ramirez, and tow company representatives, also responded to questions from Councilmembers pertaining various issues including:

- Vehicle impound numbers and data
- Lot storage capacity and security measures
- Investigative hold areas
- Number of employees/dispatchers/tow operators
- Garage distances from the City
- Office facilities
- Vehicles and equipment
- Insurance provisions
- New 2016 law pertaining to undocumented individuals obtaining driver's licenses
- Policies regarding hiring active police officers

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SPECIAL MEETING MINUTES – March 24, 2014**

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- Turn around time for a conditional use permit (for vendors having to purchase property to accommodate vehicles)

Motion by Mayor Ballin, seconded by Councilmember Lopez, to extend the Black & White Garage Towing Franchise Agreement to allow additional time for Council to review and consider the information received at the last minute.

Discussion ensued and Assistant City Attorney Padilla suggested a brief recess.

(The above motion died – no vote was taken.)

RECESS (8:01 P.M.)

RECONVENE (8:10 P.M.)

Discussion ensued and Assistant City Attorney Padilla recommended that this be continued to no later than March 27 (Black & White Garage Towing Franchise Agreement expiration date).

Motion by Mayor Ballin, seconded by Councilmember Lopez, to continue the item to Thursday, March 27, 2014, 7:30 p.m. The motion carried with the following vote:

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

CITY COUNCIL ITEMS

2) PROPOSED CHANGES TO THE MEMBERSHIP OF THE BUDGET, PERSONNEL, AND FINANCE STANDING COMMITTEE

Motion by Mayor Ballin, seconded by Councilmember Lopez, to appoint Mayor Pro Tem Gonzales and Councilmember Fajardo (replacing Mayor Ballin and Councilmember Avila) to the Budget, Personnel, and Finance Standing Committee. The motion carried unanimously.

ADJOURNMENT (8:14 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 24, 2014 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 21, 2014 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:11 p.m.

Present:

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

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

PLEDGE OF ALLEGIANCE

Led by Jr. Police Cadet Nestor Garcia

APPROVAL OF AGENDA

City Attorney Olivarez reported that staff would like to add an item that came to the attention of the City Manager after the posting of the agenda and there is a need to take immediate action.

City Manager Saeki also reported that Item No. 8 would be pulled to a later date.

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Hilda Casas, new Community Library Manager for the San Fernando Library, invited all to join them on Saturday for National Poetry Month.

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Sera Boyadjian, San Fernando Superior Courthouse employee, asked that the City not close the pool facility during the noon hour because several County employees (and others) utilize the pool during their lunch hour.

Linda Campanella Jaaron reported that former executive director for El Centro de Amistad, Angel Perez, passed away and requested that the meeting adjourn in his memory.

Tom Ross asked that the City Council vote in favor of the agenda items pertaining to co-sponsorship of the San Fernando Bikeway Clean-up Event and the Help-Portrait San Fernando 2014.

Jeannette Ross, Kiwanis Club Board Member, dittoed the comments made by Tom Ross.

(Female speaker – did not state name) said she wanted to say “Hello” on behalf of Bob Hertzberg who is running for State Senate.

RECESS TO CLOSED SESSION (6:23 P.M.)

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

City Attorney Olivarez noted for the record that, regarding Item A, G.C. §54956.9(b)(2), should reference (for two of the cases) G.C. §54956.9(d)(2) and (e)(1), and the other case should reference G.C. §54956.9(d)(2) and (e)(3).

- A) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
G.C. §54956.9(b)(2)
Three potential actions involving significant exposure to litigation.
- B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(d)(2) AND 54956.9(e)(1) AND 54956.9(d)(4)
Conference with Legal Counsel to discuss facts and circumstances that may create liability for the City as relates to the delivery of certain public safety services and related discussion of potential causes of actions City may have arising out of the same facts and circumstances.
One (1) matter.
- C) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
G.C. §54956.9(d)(1)
Name of Case: City of San Fernando et al v Wantanabe
LASC Case No.: 34-2013-80001550-CU-WM-GDS
- D) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6
Designated City Negotiator: Brian Saeki, City Manager

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

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

RECONVENE AND ANNOUNCE CLOSED SESSION ACTION (7:19 p.m.)

City Attorney Olivarez reported the following:

- Item A – The City Council received a briefing from Special Counsel on various legal issues concerning each of the three cases, direction was given to Legal Counsel, but no final action was taken.
- Item B – The City Council received a briefing from staff, direction was given, but no final action was taken.
- Item C – The City Council received a briefing from Legal Counsel but no final action was taken.
- Item D – The City Manager gave an update to the City Council, no action was taken, and nothing further to report.

PUBLIC STATEMENTS – WRITTEN/ORAL

Bob Hertzberg announced that he is a candidate for State Senate, is visionary, and very connected to the community.

Stormy Haupt said it is not fair to audience members that the Closed Session was held at the beginning of the meeting and he hopes there was a good reason this was done.

In response to Mr. Haupt's concern, City Manager Saeki reported that there were attorneys scheduled to participate in the Closed Session and, in the interest of saving the City money, this item was scheduled first.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE MINUTES OF APRIL 7, 2014 – REGULAR MEETING
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-042

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- 3) NOTICE OF COMPLETION FOR LOPEZ ADOBE ANCILLARY BUILDING AND LANDSCAPING PROJECT
- 4) ADOPTION OF ORDINANCE NO. 1632 ADDING ARTICLE VI (STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION) TO CHAPTER 74 (STREETS SIDEWALKS AND OTHER PLACES) OF SAN FERNANDO CITY CODE, ADOPTING THE 2012 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)
- 5) CONSIDERATION OF CO-SPONSORSHIP OF HELP-PORTRAIT SAN FERNANDO 2014
- 6) CONSIDERATION TO APPROVE A CONTRACT EXTENSION FOR PROFESSIONAL AUDITING SERVICES WITH VAN LANT & FANKHANEL, LLP
- 7) CONSIDERATION OF CO-SPONSORSHIP OF THE SAN FERNANDO BIKEWAY CLEAN-UP EVENT

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

- 8) CONSIDERATION TO APPROVE PARTNERSHIP WITH KADIMA CONSERVATORY OF MUSIC

This item was removed under "Approval of Agenda".

- 9) CONSIDERATION TO REMOVE PARKING METERS IN THE PUBLIC PARKING LOT BEHIND CITY HALL

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

Discussion ensued amongst Council and staff regarding re-using the parking meters, utilizing parking Lot 6N for businesses and looking into parking payment options, a two-hour parking limit and enforcement (to ensure availability for the small businesses). In response, City Manager Saeki staff will report back with alternatives.

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

- a. Approve the removal of the 13 parking meters in the public parking lot behind City Hall; and

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- b. Adopt Resolution No. 7596 approving the removal of the 13 parking meters in the public parking lot behind City Hall.

By consensus, the motion carried.

- 10) RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER COVENANT AND AGREEMENT REGARDING ON-SITE BMP MAINTENANCE RELATING TO THE MACLAY RANCH TRACT, LOT PT 71, ARB 9, APN 2509-014-270 AT PROPERTY COMMONLY IDENTIFIED AS 12900 DRONFIELD AVENUE, SAN FERNANDO, CA

Interim Public Works Director Miyoshi presented the staff report and reported that this is an emergency issue that would help avoid the purchase of water from the Metropolitan Water District.

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Gonzales, to adopt a Resolution Authorizing the Execution of a Master Covenant and Agreement Regarding On-Site BMP Maintenance Relating to the MacLay Ranch Tract, Lot PT 71, ARN 9, APN 2509-014-270 at 12900 Dronfield Avenue. By consensus, the motion carried.

COMMITTEE/COMMISSION LIAISON UPDATES

In response to Councilmember Avila's suggestion that City Commissions provide regular updates to the City Council, staff will report back with recommendations.

Councilmember Avila reported that SFVCOG changed managers and will be restructuring and he will be report back regarding lobbying for resources.

Councilmember Lopez: 1) gave an update on the Valley Economic Alliance; 2) said that the Metro East San Fernando Valley Transit Corridor are making their rounds; 3) invitations for the Valley Economic Alliance Valley of the Stars event are forthcoming; and 4) and he will report back regarding the Valley Economic Alliance providing assistance to businesses for grant writing.

Councilmember Fajardo reported that: 1) Education Commissioners have been requested to submit their priorities; 2) he hopes to meet with local schools; and 3) the Tree Commission held their meeting and hope to have a recommendation to Council regarding a master tree plan.

Mayor Pro Tem Gonzales reported there was no quorum at the last Independent Cities Association meeting (he was scheduled to be elected to the board) and ICA is planning their summer seminar (same weekend as the Relay for Life).

Mayor Ballin reported that: 1) Southern California Association of Governments had a workshop and the topic was how do we get our people back to work right away (labor unions were present and talked about an apprenticeship program); and 2) suggested that each Councilmember provide

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an activity report to be included in the City Manager report (she distributed samples to her colleagues.)

GENERAL COUNCIL COMMENTS

Councilmember Avila requested that the meeting adjourn in memory of Angel Perez and Los Angeles Police Officer Christopher Cortijo.

Mayor Ballin said she would like to add an item to the next agenda pertaining to a request from Assemblymember Raul Bocanegra's office to support AB 1839 (a film tax credit).

Councilmember Fajardo said he wanted to extend gratitude to public employees and invited all to visit the new businesses in town (i.e., juicery, old-fashioned hamburger restaurant, and barbershop).

Mayor Pro Tem Gonzales reminded everyone of the Bikeway Cleanup Event on May 3.

Mayor Ballin also requested that the meeting adjourn in memory of Paul Manuel Ortiz.

STAFF COMMUNICATION

Community Development Director Fred Ramirez reminded everyone of the upcoming May 26 events (i.e., dog vaccination clinic and e-waste).

Recreation and Community Services Operations Manager Ismael Aguila also announced upcoming events (i.e., Relay for Life, Cinco de Mayo, and El Centro de Amistad Mental Health Day).

Interim Public Works Director Miyoshi gave an update regarding the opening of the new park on Eighth Street (Mountains Conservation Authority will be sending out invites).

ADJOURNMENT (8:01 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 21, 2014, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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FINANCE DEPARTMENT**MEMORANDUM**

TO: Sylvia Ballin and Councilmembers

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

DATE: May 5, 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. 14-051****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-051****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 5th day of May, 2014.

Sylvia Ballin, 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 5th day of May, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist

04/30/2014

4:26:48PM

Voucher List

CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105649	5/5/2014	100074 AEGIS COMPUTERS INC.	207913		IT SERVICES - MAY 2014 001-190-0241-4260	10,630.00 10,630.00
105650	5/5/2014	100405 BONANZA CONCRETE, INC.	44199		CURB RAMP CEMENT - FERMOORE & 015-310-0866-4600	780.74
			44275		SIDEWALK CEMENT - KALISHER & CEL 015-310-0866-4600	1,018.35
					Total :	1,799.09
105651	5/5/2014	100518 C. T. & F., INC.	57028		STREETLIGHT POLE REPLACEMENT - 027-344-0301-4300	2,350.00
					Total :	2,350.00
105652	5/5/2014	100715 CITY-WIDE FIRE PROTECTION CO.	43259		ANNUAL FIRE ALARM CERT TEST & 5-Y 001-390-0222-4260	775.00
			43260		ANNUAL FIRE ALARM CERT TEST @ CI 001-390-0310-4260	275.00
			43261		ANNUAL FIRE ALARM/CENTRAL STATIC 001-430-0000-4260	1,075.00
			43262		ANNUAL FIRE ALARM CERT TEST; ANN 001-390-0460-4330	1,075.00
					Total :	3,200.00
105653	5/5/2014	100805 COOPER HARDWARE INC.	91744		TAMPER-PROOF NUTS & BOLTS 001-370-0301-4300	14.39
			91807		CONCRETE PRE-MIX FOR WATER REP 070-383-0301-4300	24.24
					Total :	38.63
105654	5/5/2014	100886 LOS ANGELES DAILY NEWS	0010491429		PUBLICATION - 460 SAN FERNANDO M 001-3706-0000	752.05
					Total :	752.05
105655	5/5/2014	100937 CDPH-OCP	1450220		#1910143 WATER SYSTEM FEES 070-381-0000-4450	19,417.60

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vchlist

04/30/2014

4:26:48PM

Voucher List

CITY OF SAN FERNANDO

Page:

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105655	5/5/2014	100937 100937 CDPH-OCP	(Continued)		Total :	19,417.60
105656	5/5/2014	101089 ESCOBAR, MARCO	041614		L P SENIOR PETTY CASH REIMB. 004-2380	55.44
			041714 - 1		L P SENIOR PETTY CASH REIMB. 004-2380	107.70
			041714 - 2		L P SENIOR PETTY CASH REIMB. 004-2380	44.75
			041714 - 3		L P SENIOR PETTY CASH REIMB. 004-2380	30.66
			042114 - 1		L P SENIOR PETTY CASH REIMB. 004-2380	107.17
			042114 - 2		L P SENIOR PETTY CASH REIMB. 004-2380	169.00
					Total :	514.72
105657	5/5/2014	101147 FEDEX	2-619-28500		COURIER SERVICE 001-190-0000-4280	18.70
			2-626-95083		COURIER SERVICE 001-190-0000-4280	73.92
					Total :	92.62
105658	5/5/2014	101302 VERIZON	8181811075		CITY HALL PAGING 001-190-0000-4220	45.12
			8181811111		MUSIC CHANNEL 001-190-0000-4220	39.98
			8181811114		CITY YARD AUTO DIALER 070-384-0000-4220	43.91
			8181811126		RADIO REPEATER 001-222-0000-4220	43.91
			8181811136		RADIO REPEATER 001-222-0000-4220	43.91
			8181973210		PD MAJOR PHONE LINES 001-222-0000-4220	2,503.71
			8181973211		PHONE BILL 001-190-0000-4220	2,582.49
			8181990351		PAC 50 TO SHERRIFFS	

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105658	5/5/2014	101302 VERIZON	(Continued)			
			8183610901		001-222-0000-4220 SEWER FLOW MONITOR	494.66
			8183612385		072-360-0000-4220 MTA PHONE LINE	44.29
					007-440-0441-4220	100.89
			8183613958		001-190-0000-4220 CNG STATION	50.45
			8183617825		001-320-3661-4220 HERITAGE PARK IRRIG SYSTEM	43.16
			8188315002		001-420-0000-4220 PD SPECIAL PROBLEMS	53.87
			8188377174		001-222-0000-4220 PD SPECIAL PROBLEMS	45.85
			8188381841		001-222-0000-4220 ENGINEERING FAX MODEM	20.63
			8188981293		001-310-0000-4220 CITY YARD MAJOR PHONE LINES	21.21
			8188987373		070-384-0000-4220 PD EMERGENCY	806.07
			8188987385		001-222-0000-4220 LP FAX LINE	121.10
					001-420-0000-4220	1.00
					Total :	7,106.21
105659	5/5/2014	101376 GRAINGER, INC.	819379686		SAFETY GEAR - SUN SHADES	
			9410133798		072-360-0000-4310 SHOWER PARTS	74.90
					001-430-0000-4300	270.06
					Total :	344.96
105660	5/5/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	3242285		WEED ABATEMENT @ LP PARK	
			4571780		001-390-0460-4300 ICE MAKER KIT - INSTALL WATER LINE	119.36
			4571782		001-390-0000-4300 SMALL TOOLS	21.64
					001-390-0410-4340	73.96

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105660	5/5/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)				
			5091081		GRAFFITI REMOVAL SUPPLIES		
			5590492		001-152-0000-4300	89.23	
			8271499		SECURITY SYSTEM @ REC PARK GAR		
			8271503		001-390-0410-4300	18.59	
			9431646		ENERGY EFFICIENT FRIDGE FOR WAT		
					070-384-0000-4300	1,850.90	
					SOLAR SALT - WELL 2A		
					070-384-0301-4300	710.64	
					KITCHEN SINK REPAIR @ LP PARK		
					001-390-0460-4300	325.91	
					Total :	3,210.23	
105661	5/5/2014	101649 INTER-VALLEY POOL SUPPLY, INC	62221		POOL CHEMICALS		
					001-430-0000-4300	790.25	
					Total :	790.25	
105662	5/5/2014	101666 DE LAGE LANDEN FINANCIAL SERVS	40858182		APR 2014 - LEASE PAYMENT SHARP/M		
					001-190-0000-4320	443.64	
					001-420-0000-4260	405.44	
					010-420-1371-4260	202.72	
					072-360-0000-4290	146.70	
			41035291		MAY 2014 LEASE PAYMENT - PD COPIE		
					001-222-0000-4260	668.15	
					Total :	1,866.65	
105663	5/5/2014	101768 KIMBALL-MIDWEST	3454807		MISC NUTS, BOLTS, FUSE HOLDERS &		
			3455405		001-1215	414.44	
			3464526		SWIVEL HEAD ALLEN - CNG STATION		
			3490759		001-320-3661-4400	37.05	
					PAINTS		
					001-320-0301-4300	111.05	
					CREDIT - ITEM RETURNED		
					001-1215	-49.64	
					Total :	512.90	
105664	5/5/2014	101936 LOCAL GOVERNMENT PUBLICATIONS	2014 UPDATE		2014 - LONGTIN'S CALIFORNIA LAND U		
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105673	5/5/2014	102325 NAPA AUTO PARTS	(Continued)			
			832451		001-320-0225-4400 POWER CONVERTOR - EL2073	151.50
			833005		001-320-0371-4400 RADIATOR - PW6835	45.10
			833040		001-320-0311-4400 DRIVER BELTS - PK1169	163.17
					001-320-0390-4400	21.83
					Total :	381.60
105674	5/5/2014	102374 NEOPOST	51595894		RATE CHANGE PROTECTION PLAN FO	
			51595903		001-190-0000-4280	213.16
					RATE CHANGE PROTECTION PLAN FO	
					001-190-0000-4280	168.09
					Total :	381.25
105675	5/5/2014	102403 NOW IMAGE PRINTING	4100		TREASURER'S RECEIPTS	
					001-102-0000-4300	76.65
					Total :	76.65
105676	5/5/2014	102410 NORTHRIDGE HOSPITAL MEDICAL	301507976		SART EXAM	
			301507984		001-224-0000-4270 SART EXAM	730.00
			301508172		001-224-0000-4270 SART EXAM	365.00
			301508180		001-224-0000-4270 SART EXAM	365.00
					001-224-0000-4270	730.00
					Total :	2,190.00
105677	5/5/2014	102432 OFFICE DEPOT	702714070001		UNIVERSAL MEMORY CARD READER	
			703119701001		001-101-0000-4300 ALCOHOL	15.28
			70311971001		001-222-0000-4300 COPY PAPER	5.95
			703119917001		001-222-0000-4300 PLASTIC SPRAY BOTTLES	167.14

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105677	5/5/2014	102432 OFFICE DEPOT	(Continued)				
			703772830001		001-222-0000-4300 DIGITAL RECORDER	4.15	
			704377833001		001-222-0000-4300 CREDIT - DIGITAL RECORDED RETURN	131.37	
			704377942001		001-222-0000-4300 DIGITAL RECORDER	-131.37	
			704466663001		001-222-0000-4300 TAPE CORRECTION, STORAGE BOXES	118.23	
			704466827001		001-130-0000-4300 BINDER RECYCLED BLACK TOP BOUN	39.32	
					072-360-0000-4300	19.87	
					073-350-0000-4300	19.88	
					Total :	389.82	
105678	5/5/2014	102530 AT & T	818-270-2203		ISDN LINE/LASN NETWORK		
					001-222-0000-4220	104.83	
					Total :	104.83	
105679	5/5/2014	102779 RAMIREZ, THOMAS	APRIL 2014		KARATE INSTRUCTOR		
					017-420-1326-4260	660.00	
					Total :	660.00	
105680	5/5/2014	102782 RAMIREZ, JOSE A.	041614		SENIOR CLUB MOTHER' DAY DANCE M		
					004-2380	950.00	
					Total :	950.00	
105681	5/5/2014	102800 RED STAR CHARTER & TOURS	104 - FINAL BILL		SENIOR CLUB - FINAL PAYEMNT FOR S		
			105		004-2384 SENIOR CLUB TRIP TO ENSENDA - DEI	3,963.00	
					004-2384	4,125.00	
					Total :	8,088.00	
105682	5/5/2014	102818 RELIABLE FENCE CO., INC.	760		REPAIR CHAIN LINK FENCE @ 501 EMF		
					001-390-0450-4260	125.00	
					070-381-0450-4260	250.00	
					072-360-0450-4260	250.00	

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105682	5/5/2014	102818 102818 RELIABLE FENCE CO., INC.	(Continued)		Total :	625.00
105683	5/5/2014	102857 RIVERSIDE CO. SHERIFF'S DEPT.	TRAVEL		MANDATORY ANNUAL JAIL TRAINING @ 001-225-3688-4360	60.50
					Total :	60.50
105684	5/5/2014	102929 ROYAL PAPER CORPORATION	4438234		JANITORIAL SUPPLIES 001-390-0222-4300 001-430-0000-4300 001-390-0460-4300 001-390-0410-4300 001-390-7500-4300 001-390-0470-4300 001-390-0480-4300	17.52 7.67 17.52 17.52 9.85 208.05 83.22
					Total :	361.35
105685	5/5/2014	102967 SCOTT FAZEKAS & ASSOCIATES INC	17359		PLAN CHECK CONSULTANT FEES 001-2698	12,065.51
			17447		PLAN CHECK CONSULTANT FEES 001-2698	930.75
					Total :	12,996.26
105686	5/5/2014	103038 SAN FERNANDO FLORIST	002831/1		SENIOR CLUB MOTHER'S DAY DANCE 004-2380	898.16
					Total :	898.16
105687	5/5/2014	103090 SUSAN SAXE-CLIFFORD, PH.D.	14-0408-2		PSYCH EVAL 001-222-0000-4260	450.00
					Total :	450.00
105688	5/5/2014	103184 SMART & FINAL	110407		DEPT SUPPLIES 001-222-0000-4300	225.45
			116593		DEPT SUPPLIES 001-222-0000-4300	217.24
			117547		SENIOR CLUB SUPPLIES FOR DANCE I 004-2380	284.00
			117587		CANDY FOR EGGSTRAVAGANZA EVEN 001-423-0000-4300	148.84

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105688	5/5/2014	103184 103184 SMART & FINAL	(Continued)		Total :	875.53
105689	5/5/2014	103196 SOUTH COAST AIR QUALITY	2697770		ICE NAT GAS 001-430-0000-4210	317.07
			2698973		FY13-14 EMISSIONS 001-430-0000-4210	117.87
					Total :	434.94
105690	5/5/2014	103202 SOUTHERN CALIFORNIA EDISON CO.	040814		ELECTRIC - VARIOUS LOCATIONS 001-430-0000-4210 001-420-0000-4210 027-344-0000-4210	2,362.90 1,915.36 100.23
			040914		ELECTRIC - VARIOUS LOCATIONS 001-420-0000-4210 027-344-0000-4210	2,180.56 18,083.14
			041014		ELECTRIC - VARIOUS LOCATIONS 001-371-0000-4210	1,763.04
			041114		ELECTRIC - VARIOUS LOCATIONS 001-371-0000-4210 029-335-0000-4210	41.04 165.10
			041214		ELECTRIC - VARIOUS LOCATIONS 001-390-0470-4210	131.39
			041514		ELECTRIC - TRUMAN/KITTRDIGE 001-341-0000-4210	25.72
			041614		ELECTRIC - VARIOUS LOCATIONS 070-384-0000-4210 001-390-0450-4210 070-381-0000-4210 072-360-0000-4210	90.66 291.49 141.85 141.85
					Total :	27,434.33
105691	5/5/2014	103205 THE GAS COMPANY	040914		GAS - 858 HARDING 001-420-0000-4210	5.10
			041014		GAS - VARIOUS LOCATIONS 070-381-0000-4210 072-360-0000-4210 001-390-0450-4210	15.24 15.24 30.47

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105691	5/5/2014	103205 THE GAS COMPANY	(Continued)			
					001-310-0000-4210	83.24
					001-430-0000-4210	12,769.00
			041414		GAS- 519 S BRAND	
					001-420-0000-4210	27.53
					Total :	12,945.82
105692	5/5/2014	103218 SOLIS, MARGARITA	53-64		PETTY CASH REIMB	
					001-190-0000-4320	41.79
					001-222-0000-4300	56.95
					001-225-0000-4350	9.08
					001-310-0000-4360	32.00
					001-310-0000-4390	10.25
					004-2346	50.00
					103-420-0000-4300	85.10
					Total :	285.17
105693	5/5/2014	103534 VALLEY LOCKSMITH	1758		NEW LOCKS & KEYS FOR ANCILLARY I	
					001-150-0000-4300	298.46
					001-390-0410-4300	39.00
			1759		B OF A PARKING LOT #2 STORAGE UNI	
					029-335-0301-4300	85.00
					Total :	422.46
105694	5/5/2014	103603 VULCAN MATERIALS COMPANY	70307196		COLD MIX TEMPORARY ASPHALT	
					070-383-0301-4300	1,285.58
			70307197		(2) 5-GALLON BUCKETS	
					070-383-0301-4300	89.38
					Total :	1,374.96
105695	5/5/2014	103738 YOSEF AMZALAG SUPPLY	12108114		REPAIR SPRINKLERS @ LP PARK	
					001-390-0460-4300	102.12
					Total :	102.12
105696	5/5/2014	103903 TIME WARNER CABLE	8448200540010369		CABLE - 04/18/14-05/17/14	
					001-222-0000-4260	16.58
			8448200540028882		CABLE/INTERNET SERVICES	

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105696	5/5/2014	103903 TIME WARNER CABLE	(Continued)			
			8448200540196309		001-420-0000-4260	124.69
					INTERNET - 04/23/14-05/22/14	
					001-190-0000-4220	1,100.00
					Total :	1,241.27
105697	5/5/2014	103948 CDW GOVERNMENT, INC.	LB53474		BLUETOOTH ADAPTERS FOR FINGERF	
					001-222-0000-4300	39.96
					Total :	39.96
105698	5/5/2014	887121 DELL MARKETING L.P.	XJCR2RP76		COMPUTER STAND	
			XJCR74C57		001-371-0000-4320	120.45
			XJCR74C57		COMPUTER RPLACEMENT	
			XJCRF7N72		001-370-0000-4600	832.28
			XJCRF7N72		SOFTWARE FOR STREETLIGHT ORDEI	
			XJCRF8465		027-344-0301-4300	241.56
					SERVER	
					001-420-0000-4300	682.00
					Total :	1,876.29
105699	5/5/2014	887305 CHAVEZ, JUAN	032914		SPORTS OFFICIAL	
			040514		017-420-1328-4260	84.00
			041214		SPORTS OFFICIAL	
					017-420-1328-4260	104.00
					SPORTS OFFICIAL	
					017-420-1328-4260	108.00
					Total :	296.00
105700	5/5/2014	887377 AKEMON, DOLORES	APRIL 2014		COMMISSIONER'S REIMBURSEMENT	
					001-310-0000-4111	50.00
					Total :	50.00
105701	5/5/2014	887466 SIMON'S POWER EQUIPMENT, INC.	55004		REPLACE STOLEN CHAINSAW	
					001-346-0000-4430	500.00
					001-346-0301-4300	153.99
			55005		REPLACE STOLEN CUTTING SAW	
					015-310-0866-4600	1,526.00

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105701	5/5/2014	887466 SIMON'S POWER EQUIPMENT, INC.	(Continued) 55006		REPLACE STOLEN DIAMOND BLADE 015-310-0866-4600	196.19
			55007		REPLACE STOLEN FILTER CAP 001-370-0301-4300	9.80
					Total :	2,385.98
105702	5/5/2014	887518 DURHAM, ALVIN	APRIL 2014		COMMISSIONER'S REIMBURSEMENT 001-150-0000-4111	50.00
					Total :	50.00
105703	5/5/2014	887939 ULINE SHIPPING SUPPLIES	57876869		5-GAL OSHA-APPROVED GAS CAN 072-360-0000-4310	102.93
					Total :	102.93
105704	5/5/2014	887952 J. Z. LAWMOWER SHOP	6600		CUTTER SERVICED 070-383-0000-4320	45.00
					Total :	45.00
105705	5/5/2014	888241 UNITED SITE SERVICES OF CA INC	114-1934973		PORTABLE TOILET RENTAL @ 501 FIRM 072-360-0450-4260	510.70
					Total :	510.70
105706	5/5/2014	888321 ARRIZON, FRANCISCO	APRIL 2014		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					Total :	50.00
105707	5/5/2014	888356 ADVANCED AUTO REPAIR BODY &	1132		REPL A/C COMPRESSOR; FIX A/C SHOCK 001-320-0225-4400	224.27
					Total :	224.27
105708	5/5/2014	888390 WEST COAST ARBORISTS, INC.	95915	11073	FY 2014 ANNUAL TREE TRIMMING SER 070-384-0000-4260	2,360.00
					Total :	2,360.00
105709	5/5/2014	888468 MAJOR METROPOLITAN SECURITY	1064490		ALARM MONITORING - MAY 2014 001-430-0000-4260	15.00
			1064491		ALARM MONITORING - MAY 2014	

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105709	5/5/2014	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1064492		001-390-0410-4260 ALARM MONITORING - MAY 2014	15.00
			1064493		001-390-0460-4260 ALARM MONITORING - MAY 2014	15.00
			1064494		001-390-0410-4260 ALARM MONITORING - MAY 2014	15.00
			1064495		001-390-0410-4260 ALARM MONITORING - MAY 2014	15.00
			1064496		001-390-0460-4260 ALARM MONITORING - MAY 2014	15.00
			1064497		070-381-0450-4260 ALARM MONITORING - MAY 2014	15.00
			1064498		001-390-0310-4260 ALARM MONITORING - MAY 2014	15.00
			1064499		070-381-0450-4260 ALARM MONITORING - MAY 2014	15.00
			1064500		001-390-0222-4260 ALARM MONITORING - MAY 2014	15.00
			1064501		001-390-0410-4260 ALARM MONITORING - MAY 2014	15.00
			1064502		070-381-0450-4260 ALARM MONITORING - MAY 2014	15.00
					001-390-0410-4260 Total :	195.00
105710	5/5/2014	888531 BIG RED PLUMBING SUPPLY, INC.	86066		MAT'Ls TO REPAIR DRINKING FOUNTA 001-430-0000-4300	21.48
					Total :	21.48
105711	5/5/2014	888552 LAW OFFICES DAPEER, ROSENBLIT & LITVAK 8467			LEGAL SERVICES - CODE ENFORCEMEN 001-152-0000-4260	297.50
					Total :	297.50
105712	5/5/2014	888614 A & M CATERING LLC	1397		SENIOR CLUB MOTHER' DAY DINNER 004-2380	4,730.40

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105712	5/5/2014	888614 888614 A & M CATERING LLC	(Continued)			Total :	4,730.40
105713	5/5/2014	888646 HD SUPPLY WATER WORKS, LTD	C249687		MJ45 BENDS		
					070-383-0301-4300		73.97
			C250193		MJXFLG & MJXPE OFFSET		
					070-383-0301-4300		279.94
					Total :		353.91
105714	5/5/2014	888714 SALINAS JR., RODOLFO	APRIL 2014		COMMISSIONER'S REIMBURSEMENT		
					001-150-0000-4111		50.00
					Total :		50.00
105715	5/5/2014	888746 POWELL, TROY	03/15 & 03/22		SPORTS OFFICIAL		
					017-420-1328-4260		90.00
			03/29 & 04/05		SPORTS OFFICIAL		
					017-420-1328-4260		120.00
			041214		SPORTS OFFICIAL		
					017-420-1328-4260		60.00
					Total :		270.00
105716	5/5/2014	888800 BUSINESS CARD	040714		CA DIRECTORY OF COURTS & FEE SC		
					001-222-0000-4300		124.00
			040914		EMAIL MARKING SERVICES FOR SELF		
					017-420-1326-4260		153.00
			041814		REGISTRATION - LEAGUE OF CA. CITIE		
					001-105-0000-4370		40.00
					Total :		317.00
105717	5/5/2014	888869 MUNITEMPS STAFFING	124510		TEMPORARY STAFFING - INTERIM FIN		
					001-130-0000-4112		9,350.00
					Total :		9,350.00
105718	5/5/2014	889328 FIRST TRANSIT, INC.	10934765		MCT - MARCH 2014		
					007-440-0442-4260		21,334.32
					008-310-0000-4260		19,866.88
					Total :		41,201.20
105719	5/5/2014	889345 BSN SPORTS INC	95986582		MISC YOUTH SPORTS		

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105719	5/5/2014	889345 BSN SPORTS INC	(Continued)		017-420-1328-4300	240.88
					Total :	240.88
105720	5/5/2014	889383 RUVALCABA, JAVIER	REIMB.		PER DIEM AND MILEAGE REIMB - POS` 001-225-0000-4360	211.16
					Total :	211.16
105721	5/5/2014	889467 YOUNGBLOOD & ASSOCIATES	1272A		POLYGRAPH EXAM 001-222-0000-4260	200.00
					Total :	200.00
105722	5/5/2014	889491 WILLDAN FINANCIAL SERVICES	007-11778	11066	AS-NEEDED PLANNING SERVICES 001-105-0000-4260	7,995.00
					Total :	7,995.00
105723	5/5/2014	889532 GILMORE, REVA.A.	04/05/14 - 04/18/14		FOOD SERVICE MANAGER 010-422-3750-4270 010-422-3752-4270	552.50 91.00
					Total :	643.50
105724	5/5/2014	889533 MARTINEZ, ANITA	04/05/14 - 04/18/14		ASSISTANT FOOD MANAGER 010-422-3750-4270	159.30
					Total :	159.30
105725	5/5/2014	889534 RAMIREZ, FRANCISCO	04/05/14 - 04/18/14		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	177.00 52.00
					Total :	229.00
105726	5/5/2014	889535 GOMEZ, GILBERT	04/05/14 - 04/18/14		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	159.30 51.48
					Total :	210.78
105727	5/5/2014	889545 PEREZ, MARIBEL	REIMB.		REIMB FOR ITEMS FORSENIOR PROG 004-2346	100.04

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105727	5/5/2014	889545 889545 PEREZ, MARIBEL	(Continued)			Total : 100.04
105728	5/5/2014	889602 RESPOND SYSTEMS	96002		ICE PACKS 001-420-0000-4300	26.00
						Total : 26.00
105729	5/5/2014	889644 VERIZON BUSINESS	67534962		CITY HALL LONG DISTANCE 001-190-0000-4220	81.22
			67534963		CITY YARD LONG DISTANCE 070-384-0000-4220	70.28
			67534964		CITY HALL LONG DISTANCE & INTRAL/	
			67534965		001-190-0000-4220 POLICE LONG DISTANCE 001-222-0000-4220	229.45 293.42
			67534966		CITY YARD LONG DISTANCE 070-384-0000-4220	7.29
			67534967		PARKS LONG DISTANCE 001-420-0000-4220	149.60
			67535529		ENGINEERING LONG DISTANCE 001-310-0000-4220	4.39
			67535538		CITY YARD LONG DISTANCE (AIMS NE' 070-384-0000-4220	3.64
			67535542		CREDIT CARD LINE 001-190-0000-4220	3.64
			67535543		POLICE LONG DISTANCE 001-222-0000-4220	3.67
			67535544		PARK LONG DISTANCE 001-420-0000-4220	4.19
			67535552		CITY HALL LONG DIST 001-190-0000-4220	0.68
						Total : 851.47
105730	5/5/2014	889681 VILLALPANDO, MARIA	04/05/14 - 04/18/14		FOOD SERVICE WORKER 010-422-3750-4270	132.75
					010-422-3752-4270	132.75
						Total : 265.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105731	5/5/2014	889834 LESLIE'S SWIMMING POOL SUPPLIE	03013-077362		POOL CHEMICALS 001-430-0000-4300	425.10
					Total :	425.10
105732	5/5/2014	889962 GMS ELEVATOR SERVICES, INC	00073194		STAND BY FOR TESTING OF FIRE 001-430-0000-4260	370.00
			00073322		ELEVATOR MONTHLY SERVICE 001-430-0000-4260	129.00
					Total :	499.00
105733	5/5/2014	890010 TOTAL PRINTING SUPPLIES	140560		TONER 001-105-0000-4300	35.43
					001-101-0000-4300	35.42
					Total :	70.85
105734	5/5/2014	890080 TECOGEN INC.	CGQ0214-43	11072	TECOGEN SERVICE AGREEMENT 001-430-0000-4260	3,774.05
					Total :	3,774.05
105735	5/5/2014	890095 O'REILLY AUTO PARTS	4605-102636		BREATHER TUBE - PK1169 001-320-0390-4400	5.46
			4605-102817		ALTERNATOR - EL2073 001-320-0371-4400	120.99
			4605-103297		FEN BELT - PW6835 001-320-0311-4400	30.87
					Total :	157.32
105736	5/5/2014	890109 SUPERMEDIA LLC	490003218406		DOMAIN REG & E-MAIL HOSTING - APR 001-190-0000-4220	50.95
					Total :	50.95
105737	5/5/2014	890242 SAFEWAY SIGN COMPANY	98094		NEW SIGN PER ENG'R 3 001-370-0301-4300	120.50
					Total :	120.50
105738	5/5/2014	890264 BEE PROFESSIONALS	72222		BEEES IN PARKWAY TREE 1130 MOTT 001-346-0000-4260	195.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105738	5/5/2014	890264 890264 BEE PROFESSIONALS	(Continued)			Total : 195.00
105739	5/5/2014	890324 PEREZ, JUAN	041214		SPORTS OFFICIAL 017-420-1328-4260	108.00 Total : 108.00
105740	5/5/2014	890358 BALLIN, PHILLIP ARTHUR	APRIL 2014		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00 Total : 50.00
105741	5/5/2014	890362 RTB BUS LINE	14046		TRANSPORTATION - PUC SCHOOLS TC 007-440-0443-4260	548.00
			14060		TRANSPORTATION-SF MIDDLE SCHOC 007-440-0443-4260	429.00
			14068		PUC SCHOOLS TO LA VALLEY COLLEG 007-440-0443-4260	448.00 Total : 1,425.00
105742	5/5/2014	890411 ARC	7426317		COPIES OF PLANS FOR AT & T PROJE 001-3730-0000	42.66
			7445372		COPIES OF PLANS FOR 1100 TRUMAN 001-3730-0000	32.10 Total : 74.76
105743	5/5/2014	890578 DIAMOND TOURS INC	041714		SENIOR CLUB TRIP TO SAN ANTONIO - 004-2383	3,750.00 Total : 3,750.00
105744	5/5/2014	890694 INSUA GRAPHICS	25495		BUSINESS CARDS 001-222-0000-4300	173.31 Total : 173.31
105745	5/5/2014	890771 TORRES, CAROLINA	03/18/14 - 04/15/14		ZUMBA INSTRUCTOR 017-420-1337-4260	493.00 Total : 493.00
105746	5/5/2014	890810 SENFTLEBEN, DARIO	03/18/14 - 04/15/14		OUTDOOR FITNESS & CLASS PREP IN: 010-430-3649-4260	390.00
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105746	5/5/2014	890810 890810 SENFTLEBEN, DARIO	(Continued)			Total : 390.00
105747	5/5/2014	890833 THOMSON REUTERS	829284759		LA CLEAR INVEST TOOL 001-224-0000-4270	137.45 Total : 137.45
105748	5/5/2014	890834 SPARKLING IMAGE CORP	51671		CAR WASHES FOR MARCH 2014 001-222-0000-4320	110.00 Total : 110.00
105749	5/5/2014	890879 EUROFINS EATON ANALYTICAL, INC	L0153554		WATER ANALYSIS FOLDERS 070-384-0000-4260	900.00
			L0154179		WATER ANALYSIS FOLDERS 070-384-0000-4260	525.00
			L0154187		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0154584		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0154592		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0154593		WATER ANALYSIS FOLDERS 070-384-0000-4260	24.00
			L0161305		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0162880		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0162888		WATER ANALYSIS FOLDERS 070-384-0000-4260	189.60 Total : 2,336.60
105750	5/5/2014	890897 EVAN BROOKS ASSOCIATES, INC	14004-10	11062	CONTRACTED PLANNER SERVICES 001-150-0000-4270	3,600.00 Total : 3,600.00
105751	5/5/2014	890975 NATIONWIDE SPORTS	528		TROPHIES 017-420-1328-4300	1,411.55 Total : 1,411.55
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105752	5/5/2014	890998 TRUJILLO, RODOLFO	APRIL 2014		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					Total :	50.00
105753	5/5/2014	890999 BERRIOZABAL, GILBERT	APRIL 2014		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					Total :	50.00
105754	5/5/2014	891048 ZEENI INC.	19598		BB UNIFORMS 017-420-1328-4300	48.78
			19687		BB UNIFORMS 017-420-1328-4300	168.13
					Total :	216.91
105755	5/5/2014	891053 HAUPT, THEALE E	APRIL 2014		COMMISSIONER'S REIMBURSEMENT 001-150-0000-4111	50.00
					Total :	50.00
105756	5/5/2014	891054 MEJIA, YVONNE G	APRIL 2014		COMMISSIONER'S REIMBURSEMENT 001-150-0000-4111	50.00
					Total :	50.00
105757	5/5/2014	891100 GBEWOUYO, PATRICK	032914		SPORTS OFFICIAL 017-420-1328-4260	36.00
					Total :	36.00
105758	5/5/2014	891102 CERVANTES, BIANCA	040514		SPORTS OFFICIAL 017-420-1328-4260	60.00
			041214		SPORTS OFFICIAL 017-420-1328-4260	60.00
			092914		SPORTS OFFICIAL 017-420-1328-4260	60.00
					Total :	180.00
105759	5/5/2014	891125 TMC SHOOTING RANGE SPECIALIST	1122	11076	RANGE CLEAN UP 001-222-0000-4320	3,600.00
					Total :	3,600.00
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105760	5/5/2014	891134 BECERRA, ADRIANA	03/18/14 - 04/15/14		BODY SCUPLT & PILATES INSTRUCTOI 017-420-1337-4260	105.00
					Total :	105.00
105761	5/5/2014	891270 SARGSYAN, NAREH	03/18/14 - 04/15/14		PILATES INSTRUCTOR 017-420-1337-4260	160.00
					Total :	160.00
105762	5/5/2014	891311 TORRES, RITA	04/05/14 - 04/18/14		ENP SUBSTITUTE 010-422-3750-4270	61.95
					Total :	61.95
105763	5/5/2014	891356 IBN CONSTRUCTION INC.	IBN - #4	11057	LOPEZ ADOBE ANCILLARY BUILDING C 010-150-3609-4600	9,692.34
					010-2037	-969.23
					Total :	8,723.11
105764	5/5/2014	891377 REYES, JOSE	04/05/14 - 04/18/14		HDM DRIVER 010-422-3752-4270	17.70
					010-422-3752-4390	5.72
					Total :	23.42
105765	5/5/2014	891391 DIVISION OF THE	DSA 786		2014 1ST QRTR SB1186 PAYMENT-JAN- 001-2247	756.90
					Total :	756.90
105766	5/5/2014	891392 HUNTINGTON HARDWARE CO., INC	1167687-01		DOOR LOCKS 001-222-0000-4300	44.02
			1168033-01		DOOR LOCKS 001-222-0000-4300	36.96
					Total :	80.98
105767	5/5/2014	891438 PLANET ESTATE REALTY LLC	070-2994		FIRE SERVICE INSTALL DEP REFUND 070-2994	1,124.36
					Total :	1,124.36
105768	5/5/2014	891439 SUPERIOR WATER TECHNOLOGIES	2014-087		INSTALL NEW SOLENOID COIL ON T-12 070-384-0000-4260	314.00
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105768	5/5/2014	891439 SUPERIOR WATER TECHNOLOGIES	(Continued) 2014-088		ON SITE SERVICE - USED T-12 CELL 070-384-0000-4260	1,461.75
					Total :	1,775.75
105769	5/5/2014	891440 YANAGIDA, CHELSEA	03/18/14 - 04/15/14		100 CITIZENS OPERATIONS MANUAL 010-430-3649-4260	67.50
					Total :	67.50
105770	5/5/2014	891441 RELIANCE PACKAGING	10407		PRISONER PROPERTY BAGS 001-222-0000-4300	117.00
					Total :	117.00
105771	5/5/2014	891442 ALEX AUTO DETAILING	0532		SUBURBAN HAND WAX LEATHER TRE/	
			0538		001-222-0000-4320	60.00
			0538		CAR WAX FOR 21, 22 & 25	
			0543		001-222-0000-4320	120.00
					WAX FOR BLK FORD	
					001-222-0000-4320	95.00
					Total :	275.00
105772	5/5/2014	891443 RIVERA, JOSE A.	CUP 2013-08		OVERPAYMENT ON CUP (PL1302142)	
					001-3705-0000	2,004.20
					Total :	2,004.20
105773	5/5/2014	891445 RUEDA, GENESIS	TRAVEL		MANDATORY ANNUAL JAIL TRAINING @	
					001-225-3688-4360	199.44
					Total :	199.44
105774	5/5/2014	891446 AYRES HOTEL & SPA	TRAVEL		MANDATORY ANNUAL JAIL TRAINING @	
					001-225-3688-4360	307.99
					Total :	307.99
105775	5/5/2014	891447 VARGAS, DOMINIQUE	032914		SPORTS OFFICIAL	
			040514		017-420-1328-4260	64.00
					SCORE KEEPER	
					017-420-1328-4260	64.00
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105775	5/5/2014	891447 891447 VARGAS, DOMINIQUE	(Continued)			
					Total :	128.00
127	Vouchers for bank code :		bank		Bank total :	414,166.63
127	Vouchers in this report				Total vouchers :	414,166.63

Voucher Registers are not final until approved by Council.

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager
By: Ismael Aguila, Recreation and Community Services Department

DATE: May 5, 2014

SUBJECT: Consideration to Accept Supplemental Funds for the Elderly Nutrition Program for Fiscal Year (FY) 2013-2014

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve to accept the Supplemental Funds for the Elderly Nutrition Program for FY 2013-2014, not to exceed amount of \$2,898; and
- b. Adopt Resolution No. 7599 (Attachment "A") amending FY 2013-2014 budget to allow for an increase of \$2,898 in Revenues and Expenditures in Grant Fund (Fund 10).

BACKGROUND:

1. On March, 29, 2012, the Los Angeles County Department of Community and Senior Services recommended a maximum annual allocation of \$84,877 for the Elderly Nutrition Program operated from Las Palmas Park, with the contract term to be from July 1, 2012 through June 30, 2016.
2. On May 22, 2012, the County of Los Angeles Board of Supervisors approved the execution of the contract for the provision of Elderly Nutrition Program services for a four-year term.
3. On September 5, 2012, staff issued a Request for Proposals (RFP) to provide catering and meal services for the Elderly Nutrition Program under the authority of the City of San Fernando.
4. On October 15, 2012, the City Council approved a contract award (Attachment "B" - Contract No. 1688) with Morrison Management Specialists (MMS) not to exceed \$84,877 per fiscal year, to provide nutritious meals for the Elderly Nutrition Program operated from Las Palmas Park.

Consideration to Accept Supplemental Funds for the Elderly Nutrition Program for Fiscal Year (FY) 2013-2014

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5. On March 13, 2014, the Los Angeles County Department of Community and Senior Services informed the City that there was additional Elderly Nutrition Program funding available for FY 2013-2014. The methodology of additional needs was identified from the over-service and the wait list that each service provider reported in Los Angeles County's Get Care system. The amount allotted to the City of San Fernando for congregate meals (C-1) is \$2,898; these funds are to be used for meals only. The assigned contract analyst to the City of San Fernando, Wanda Ulloa, will contact staff regarding contract amendments for these funds.
6. On April 1, 2014, the Contracting Services Branch of the Los Angeles County Department of Community and Senior Services issued the 2013-2014 Allocation Chart for Nutrition Program Supplemental Funding amounts for Baseline Services. According to the chart, the City of San Fernando was allotted \$2,898 for additional C-1 congregate meals.

ANALYSIS:

Federally-Funded Elderly Nutrition Programs

The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act (OAA) which funds two nutrition programs designed to provide meals for older persons; a congregate meal program and a home-delivered meal program. There is no income restriction for recipients, but service providers must target persons most in need. Funding limitations restrict the number of persons who can receive meals.

(1) The *Congregate Meals Program* serves meals in a group setting at Las Palmas Park and meals are often coordinated with other social services such as transportation, educational presentations, health screenings, wellness programs and recreation. The annual funding allocation for the program meals at Las Palmas Park is \$46,803.

(2) The *Home-Delivered Meals Program* assists people who are homebound and is designed to help the frail elderly maintain independence and avoid social isolation. The annual funding allocation for the program operating from Las Palmas Park is \$37,074. In addition, there is an annual funding allocation of \$1,000 for Telephone Reassurance which provides regular contact and safety checks by trained staff to reassure and support older individuals who are homebound.

Supplemental Funds

Each year, the Los Angeles County Department of Community and Senior Services issues supplemental funds to awardees to assist with the purchasing of additional elderly meals, if funding permits. According to the 2013-2014 Nutrition Supplemental Allocations for Baseline Services (Attachment "C"), the City of San Fernando was allotted \$2,898 for additional C-1 congregate meals. These funds are to be used for meals only and must be used by June 30, 2014. The fund balance cannot be carried over to the following fiscal year.

Consideration to Accept Supplemental Funds for the Elderly Nutrition Program for Fiscal Year (FY) 2013-2014

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Morrison Management Specialists (MMS)

Morrison Management Specialists is the catering company contracted by the City as the meal provider for the Elderly Nutrition Program. Under the Contract No. 1688 (Attachment "B"), MMS can exceed the maximum amount of \$84,877 per year for services (with City Council approval) in the event that the City receives supplemental funding from program meal donations and/or private donations, in accordance to the United States Administration on Aging Nutrition Service Incentive Program.

BUDGET IMPACT:

There will be no budget impact to the FY 2013-2014 General Fund. The expenses for the Elderly Nutrition Program have been budgeted in the Grant Fund (Fund 010-422-3750-4260).

CONCLUSION:

The City currently facilitates and assists in providing well-balanced meals to seniors in and around San Fernando. With the approval to accept the Supplemental Funds for the Elderly Nutrition Program for FY 2013-2014 and approval of the attached Resolution amending FY 2013-2014 budget to allow for an increase of \$2,898 in revenues and expenditures in Grant Fund (Fund 10), seniors will receive additional meals in the congregate meal program. This program has increased in attendance and use over the past few years and provides a stable foundation for nutrition and services to a population which is at high risk for health-related issues.

ATTACHMENTS:

- A. Resolution No. 7599
- B. Contract No. 1688
- C. 2013-14 Nutrition Supplemental Allocations for Baseline Services

ATTACHMENT "A"**RESOLUTION NO. 7599****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO AMENDING THE BUDGET FOR THE FISCAL
YEAR 2013-14 ADOPTED ON JULY 1, 2013**

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 increase the expenditures in Grant Fund 10 by \$2,898 for Fiscal Year 2014 City budget; and

WHEREAS, the City Council has determined that it is necessary to increase the revenues in Grant Fund 10 by \$2,898 for Fiscal Year 2014 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 adjustment to be made to the City Budget:

Grant Fund 010-422-3750-4260

(Acceptance of Supplemental Funds for Elderly Nutrition Program for FY 2013-2014)

Increase in Expenditures: \$2,898

Increase in Revenues: \$2,898

PASSED, APPROVED, AND ADOPTED this 5th day of May, 2014.

Sylvia Ballin, 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 5th day of May, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

**CONTRACT NO. 1688
ATTACHMENT "B"****PROFESSIONAL SERVICES AGREEMENT**

This professional services agreement ("Agreement") is dated November 1, 2012, and is between the City of San Fernando, a municipal corporation ("CITY"), and Morrison Management Specialists, ("CONTRACTOR").

A. CITY has determined that it requires professional services from a catering service provider for the preparation of senior meals for the Senior Nutrition Program in the City of San Fernando in accordance with a Request for Proposals dated September 5, 2012.

B. CONTRACTOR represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONTRACTOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. DEFINITIONS

"Scope of Services": Such professional services as are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

"Approved Fee Schedule": Such compensation rates as are set forth in Exhibit C, attached hereto and incorporated herein by this reference.

"Commencement Date": November 1, 2012

"Expiration Date": October 31, 2013

2. CONTRACTOR'S SERVICES

Scope of Services. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall perform the services identified in the Scope of Services for the Senior Nutrition Program. CITY shall have the right to request, in writing, changes to the Scope of Services. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Time for Performance. CONTRACTOR shall perform the services identified in the Scope of Services from the Commencement Date through the Expiration Date, and in accordance with the Project Schedule set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Standard of Performance. CONTRACTOR shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

Compliance with Laws. CONTRACTOR shall comply with all federal, state and local laws, ordinances, codes and regulations applicable to this Agreement, including, without limitation, all standard CDBG regulations.

3. REPRESENTATIVES

City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Recreation and Community Services Operations Manager (hereinafter the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions that must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

Contractor Representative. For the purposes of this Agreement, Edward Clark, CONTRACTOR's Regional Vice President, Western Region, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by CONTRACTOR without the prior written approval of CITY, such approval not to be unreasonably withheld or delayed; however, CITY's approval shall not be required if the change is due to the Responsible Principal no longer being employed by CONTRACTOR.

4. CONSULTANT'S PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

CONTRACTOR shall be responsible for payment of all employees' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City of San Fernando business license.

5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 21 herein. The City Administrator may extend the term of this Agreement for a term not exceeding 4 years. Such extension must be in writing and signed by both parties.

7. COMPENSATION

A. CITY agrees to compensate CONTRACTOR for the services provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not-to-exceed Eighty-Four Thousand, Eight Hundred and Seventy Seven dollars (\$84,877), or this amount plus City approved adjustments that are made in the event that the City receives supplemental funding from program meal donations and/or private donations in accordance to the United States Administration on Aging Nutrition Service Incentive Program and with the Approved Fee Schedule and Section 8 of this Agreement.. The compensation payable hereunder includes all professional services. CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to CONTRACTOR. No claims for compensation in excess of the not-to-exceed amount will be allowed unless such additional compensation is authorized by CITY in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to the City Representative and approved by the City Council.

B. CONTRACTOR shall be entitled to reimbursement for travel expenses as provided in Section 10 of this Agreement.

C. Additional Services. CITY will not allow claims for additional services performed by CONTRACTOR beyond the services set forth in the Scope of Services unless CITY authorizes such additional services in writing prior to the performance of additional services. Additional services, if any are authorized, shall be compensated on a time and materials basis in accordance with the Approved Fee Schedule. CITY shall pay all undisputed portions of fees for additional services within thirty (30) calendar days of CITY's receipt of CONTRACTOR's invoice to CITY for additional services.

8. METHOD OF PAYMENT

CONTRACTOR shall submit to CITY an invoice, according to the Project Schedule in Exhibit B, for the services performed pursuant to this Agreement. Each invoice shall itemize the

services rendered during the billing period and the amount due. Such itemizations shall include the days services were provided, number of meals served, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7. Payments shall be made to CONTRACTOR in accordance with the Approved Fee Schedule. CITY shall pay CONTRACTOR any disputed amounts that CITY owes within thirty calendar (30) days of resolution of the dispute, if the dispute is resolved in favor of CONTRACTOR.

9. OWNERSHIP OF WORK PRODUCT

All reports, documents or other written material ("written products") developed by CONTRACTOR in the performance of this Agreement, with the exception of recipes and procedures manuals, shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONTRACTOR may take and retain copies of the written products as desired. The written products shall not be the subject of a copyright application by CONTRACTOR.

10. TRAVEL REIMBURSEMENT

Travel required by CONTRACTOR or any subconsultant or subcontractor pursuant to this Agreement shall be a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses must be pre-authorized by CITY and shall be based upon the approved rates of the Los Angeles County Auditor-Controller. All requests for travel reimbursement shall be accompanied by appropriate documentation and receipts evidencing authorized expenses.

11. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to CITY a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of CITY. CONTRACTOR shall not incur or have the power to incur any debt, obligation or liability whatever against CITY, or bind CITY in any manner. No employee benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONTRACTOR for

performing services for CITY. CITY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of CONTRACTOR's performance of services under this Agreement.

12. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement (collectively "data") are deemed confidential and shall not be disclosed by CONTRACTOR without CITY's prior written consent. CITY shall grant consent if disclosure is legally required or necessary to provide the services under this Agreement. CONTRACTOR shall return all data to CITY upon the termination of this Agreement, except for data contained in CONTRACTOR's business records. CONTRACTOR's obligation of confidentiality shall not apply to information which (i) is or becomes generally available to the public other than as a result of a disclosure by CONTRACTOR in violation of this provision, (ii) was in CONTRACTOR's possession or knowledge prior to its being furnished to CONTRACTOR in connection with this Agreement, provided that the source of such information was not known by CONTRACTOR to be bound by a confidentiality agreement with or similar obligation with respect to such information, (iii) becomes available to CONTRACTOR on a non-confidential basis from a source other than the CITY, provided that, to CONTRACTOR's knowledge, such source is not bound by a confidentiality agreement with or similar obligation to the CITY with respect to such information, or (iv) is independently developed by CONTRACTOR under circumstances not involving a breach of this section by CONTRACTOR. CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

13. CONFLICTS OF INTEREST

CONTRACTOR agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of this Agreement and CONTRACTOR shall comply with all applicable federal, state and county laws and regulations governing conflict of interest, in accordance with 24 CFR Part 84, Sec. 84.42. or 24 CFR Part 85.36(b)(3) (*for CBOs*) or 24 CFR Part 570.611 (*for Cities, County Departments, Divisions.*) CONTRACTOR hereby warrants for itself, its employees, agents, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

14. POLITICAL ACTIVITY/LOBBYING CERTIFICATION

CONTRACTOR shall not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during time compensated for under representation that such activity is being performed as a part of the Agreement responsibility.

15. COUNTY LOBBY CERTIFICATION

CONTRACTOR shall comply with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031) and shall complete and execute the certification attached hereto as Exhibit D and incorporated herein by this reference. CITY may immediately terminate this Agreement if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of CONTRACTOR fails to comply with the provisions of the County Code.

16. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

Failure of the Contractor to maintain compliance with the requirements set forth in the "COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the City under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

17. INDEMNIFICATION

A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, and its elected officials, officers, employees, agents, servants, designated volunteers, successors, assigns, and those City agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), from and against any and all claims, losses, liabilities, damages, demands, cause of actions, costs and expenses, including attorney's fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence recklessness or willful misconduct of CONTRACTOR, its officers, agents, employees, subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of design professional services under this Agreement, where design professional services are limited to

architectural services provided in accordance with Chapter 3 of Division 3 of the California Business and Professions Code, landscape architectural services provided in accordance with Chapter 3.5 of Division 3 of the California Business and Professions Code, professional engineering services provided in accordance with Chapter 7 of Division 3 of the California Business and Professions Code and professional land surveying services provided in accordance with Chapter 15 of Division 3 of the California Business and Professions Code.

B. Other than in the performance of design professional services, and to the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the Indemnitees from and against any and all Claims, whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, except for such Claims arising from the sole negligence or willful misconduct of the Indemnities, as determined by final arbitration or court decision or by the agreement of the parties. CONTRACTOR shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

C. It is expressly understood and agreed by the parties that the provisions of Paragraphs (A) and (B) of this Section are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the termination of this Agreement.

D. The parties understand and agree that the duty of CONTRACTOR to indemnify and hold harmless pursuant to Paragraph (B) of this Section includes the duty to defend as set forth in Section 2778 of the California Civil Code.

E. CONTRACTOR's obligations under this or any other provision of this Agreement shall not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to the Indemnitees.

F. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless or defend the Indemnitees pursuant to Paragraphs (A) and (B) of this Section.

G. CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. The provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Claims. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

H. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and, at CONTRACTOR's sole expense and with City's choice of counsel, indemnify, defend and hold the Indemnified Parties harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold the Indemnified Parties harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

18. INSURANCE

CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

Commercial General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage. In addition, VENDOR will add the City as an additional insured.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the State of California.

Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

CONTRACTOR shall require each of its subconsultants or subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of A.M. Best's

Insurance Guide.

CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

Prior to commencement of work under this Agreement, and throughout the term of this Agreement, VENDOR shall file with the City's Risk Manager a properly executed certificate or certificates of insurance and endorsements evidencing compliance with the requirements of this Section. Such certificates shall disclose VENDOR self-insured retentions or deductibles, which

are subject to City approval, which shall not be unreasonably withheld. VENDOR agrees to provide certified copies of insurance policies if requested by City. All evidence of insurance and notices of cancellation shall be mailed to:

The City of San Fernando
Attn: Michael Okafor
117 Macneil Street
San Fernando, CA 91340

CONTRACTOR shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR duties to indemnify, hold harmless or defend under Section 16 of this Agreement.

19. MUTUAL COOPERATION

CITY shall provide CONTRACTOR with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONTRACTOR's services.

In the event any claim or action is brought against CITY relating to CONTRACTOR's performance in connection with this Agreement, CONTRACTOR shall render any reasonable assistance that CITY may require.

20. RECORDS AND INSPECTIONS

CONTRACTOR shall keep all records of funds received from CITY and make them accessible for audit or examination for a period of three years after final payments are issued and other pending matters are closed in accordance with 24 CFR Part 84, Sec. 84.53 (*for CBOs*) or 24 CFR Part 84, Sec 85.43 (*for Cities, County Departments, Divisions.*)

21. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon five (5) calendar days' written notice to the other party. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY, upon payment by the CITY for such products. In the event of termination or cancellation of this Agreement by CITY, CONTRACTOR shall be paid for services satisfactorily performed up to the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

22. FORCE MAJEURE

CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR presents acceptable evidence, in CITY's sole judgment that such failure was due to causes beyond the control, and without the fault or negligence of CONTRACTOR.

23. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

Attn: Don Penman

Title: Interim City Administrator

City of San Fernando

Address:

117 Macneil Street

San Fernando, CA 91340

Telephone: (818) 898-1202

Facsimile: (818) 361-7631

If to CONTRACTOR:

Attn: Edward Clark

Title: Regional Vice President, Western Region

Morrison Management Specialist, Inc.

Address:

1727 Axenty Way

Redondo Beach, CA 91307

Telephone: (310) 798-4017

Facsimile: (310) 564-2063

With a courtesy copy to:

Rick Olivarez, Esq.
Olivarez Madruga, P.C.
1100 S. Flower St., Suite 2200
Los Angeles, CA 90015
Telephone: (213) 744-0099
Facsimile: (213) 744-0093

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Executive Order 11246 requires that during the performance of this Agreement. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees, subcontractors and applicants for employment, notices to be provided by CONTRACTOR setting forth the provisions of this nondiscrimination clause.

25. HOUSING AND URBAN DEVELOPMENT ACT OF 1968 REQUIREMENTS

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 *et seq.*, CONTRACTOR shall, to the greatest extent feasible, provide opportunities for training and employment to lower-income residents of CITY and award contracts for work in connection with this Agreement to business concerns, which are located in, or owned in substantial part, by persons residing in CITY.

26. CIVIL RIGHTS ACT ON 1964

Pursuant to Title VI of the Civil Rights Act of 1964, CONTRACTOR shall not, on the ground of race, color, or national origin, exclude any person from participation in, deny the benefits of any person, or subject any person to discrimination in the performance the services under this Agreement.

27. HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Pursuant to Section 109, Title I of the Housing and Community Development Act of 1974, CONTRACTOR shall not, on the ground race, color, national origin, or sex, exclude any person from participation in, deny the benefits of any person, or subject any person to discrimination in the performance the services under this Agreement.

28. PROHIBITION OF AGE DISCRIMINATION

Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

29. PROHIBITION AGAINST ASSIGNMENT

CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

30. COSTS OF SUIT AND ATTORNEY'S FEES

In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

31. ENTIRE AGREEMENT AND AMENDMENTS

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the services provided under this Agreement. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement shall be effective only if it is in writing and executed by CITY and CONTRACTOR.

32. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

33. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

34. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the

scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

35. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Signatures to follow]

The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF SAN FERNANDO

CONTRACTOR

Donal Penner
City Administrator

By: EQ Clark
Name: EQ Clark
Title: AUP

ATTEST:

Monica Chavez
City Clerk

By: _____
Name:
Title:

(Two signatures are required for a corporation pursuant to Civil Code Section 313.)

APPROVED AS TO FORM:

Rich A. Olney
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Provide Catering and Meal Services for the Elderly Nutrition Program coordinated at Las Palmas Park at 505 South Huntington Street, San Fernando. Such services shall include, but shall not be limited to, the following:

- Provision of 85 up to 100 nutritious senior meals, as needed for congregate and home delivered meals, Monday through Friday with menu to be approved by the Los Angeles County Area Agency on Aging Nutritionist.
- Provision of nutrition services (meals) that are intended to maintain or improve the physical and social well being of mobile older adults in a group setting Las Palmas Park 505 South Huntington in the City of San Fernando, to persons sixty (60) years of age or older and other individuals as determined to be eligible under the California Code of Regulations. These services include, but are not limited to: procurement, preparation, transportation, and the serving of meals. The average daily attendance at the congregate meal site is 60 people, Monday through Friday.
- Provision of nutritional services (meals) that are intended to maintain and/or improve the physical and social well-being of homebound older adults. The program ensures that nutritious meals are provided that will be delivered in home environments/settings to persons sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These services include, but are not limited to: procurement, preparation, service and delivery of meals. The average number of home-delivered meals is 35 per day, Monday through Friday.
- Adherence to all requirements in this Scope of Services (Exhibit A) and the Statement of Work (Appendix A).
- Compliance with AAA Standards for safe and sanitary meal delivery.
- Maintenance of daily records that show the delivery temperature of the food is kept at safe levels as required by AAA Standards.

At such times, and in such forms as the City may require, there shall be furnished to the City by the Contractor the statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All records are to be retained by the Contractor for a period of three (3) years after termination of this Agreement, and all other pending matters.

EXHIBIT B**PROJECT SCHEDULE**

CONTRACTOR shall complete and provide to the City all deliverables noted in EXHIBIT A by June 30, 2011 in accordance with the following timeline:

Meals for November 1-30, 2012	Invoice due by December 5, 2012
Meals for December 1-31, 2012	Invoice due by January 5, 2013
Meals for January 1-31, 2013	Invoice due by February 5, 2013
Meals for February 1-28, 2013	Invoice due by March 5, 2013
Meals for March 1-31, 2013	Invoice due by April 5, 2013
Meals for April 1-30, 2013	Invoice due by May 6, 2013
Meals for May 1-31, 2013	Invoice due by June 5, 2013
Meals for June 1-30, 2013	Invoice due by July 3, 2013

The Contractor is not required to provide services on City- recognized holidays

EXHIBIT C**APPROVED FEE SCHEDULE****Fee**

CITY shall compensate CONTRACTOR for the services provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not-to-exceed Eighty-Four Thousand, Eight Hundred and Seventy Seven dollars (\$84,877), or this amount plus City approved adjustments that are made in the event that the City receives supplemental funding from program meal donations and/or private donations in accordance to the United States Administration on Aging Nutrition Service Incentive Program and with the Approved Fee Schedule, payable in accordance with Section 8 of this Agreement.

Unit Rate

Additional services beyond those outlined in the Scope of Services, and if authorized in accordance with this Agreement, shall be compensated on a time and materials basis based on the unit rates identified in Table 1 below.

Table 1	
Unit Rate	
Congregate Meal	\$ <u>4.50</u>
Home Delivered Meal	\$ <u>4.50</u>

EXHIBIT D
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No: _____

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

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

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT "C"



**County of Los Angeles Community and Senior Services
2013-14 Nutrition Program
Supplemental Funding for Baseline Services**



Meal Providers		IIIC-1	IIIC-2	TOTAL
1	CITY OF AZUSA	31,598	50	31,648
2	CITY OF CLAREMONT	3,679	-	3,679
3	CITY OF EL MONTE	14,752	-	14,752
4	CITY OF GARDENA	1,695	57,321	59,016
5	CITY OF INGLEWOOD		8,062	8,062
6	CITY OF SAN FERNANDO	2,898		2,898
7	HUMAN SERVICES ASSOCIATION	86,682	30,756	117,438
8	JEWISH FAMILY SERVICES OF LOS ANGELES	2,825	13,189	16,014
9	SANTA CLARITA VALLEY COMMITTEE ON AGING, CORP.	13,856	56,362	70,218
10	SOUTHEAST AREA SOCIAL SERVICES FUNDING AUTHORITY		7,337	7,337
11	STEELWORKERS OLDTIMERS FOUNDATION		66,526	66,526
12	YMCA OF METROPOLITAN LOS ANGELES	6,133	7,948	14,081
13	SAN GABRIEL VALLEY YWCA	36,294	21,900	58,194
14	YWCA/ANTELOPE VALLEY		46,428	46,428
Total Nutrition Meal Providers		200,412	315,879	516,291
DASS and ENHANCE				
15	CONSULTANT NUTRITIONAL SERVICES	18,120	14,748	32,868
16	FOOD AND NUTRITION MANAGEMENT SERVICES	5,040	14,580	19,620
GRAND TOTAL		223,572	345,207	568,779

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COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

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

DATE: May 5, 2014

SUBJECT: Consideration to Adopt a Resolution and Approve a Cooperation Agreement between Los Angeles County and the City

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7600 (Attachment "A") approving City of San Fernando's ongoing participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program and authorize the Mayor, or her designee to sign the Cooperation Agreement (Attachment "B" – Contract No. 1744) with the County of Los Angeles.

BACKGROUND:

1. In 1974, the CDBG Program was enacted through the Housing and Community Development Act of 1974. The CDBG Program is a Federally funded component of the United States Department of Housing and Urban Development (HUD). The CDBG Program was established to provide communities with resources to address a wide range of unique community development needs, including but not limited to: addressing slum and blighted conditions; assisting or benefiting low- and moderate-income families; or to meet the needs of special-population groups, such as the disabled or senior citizens. The City of San Fernando receives an annual allocation of Federal CDBG funding from the United States Department of Housing and Urban Development (HUD) through its participation in the Los Angeles Urban County CDBG Program administered by the Los Angeles County Community Development Commission (LACDC). CDBG funds can only be used for eligible community development projects meeting national program goals, which include assisting the low and moderate income residents of the community.
2. On March 19, 2014, the City received Grants Management Unit (GMU) Bulletin No. 14-0007 (Attachment "C") from the LACDC requiring the City to update their agreement with the County of Los Angeles by April 23, 2014.

Consideration to Adopt a Resolution and Approve a Cooperation Agreement between Los Angeles County and the City

Page 2

3. On April 21, 2014, Community Development Director Fred Ramirez made contact with LACDC-CDBG Program Supervisor Hermilinda Rendon requesting an extension in order to schedule City Council consideration for approval of the Cooperation Agreement and associated Resolution. Ms. Rendon was able to grant an extension to mid-May of 2014 to allow for City Council review and approval of the Cooperation Agreement and associated Resolution.

ANALYSIS:

Per the 2010 United States Census, the City of San Fernando has a population of 26,345. (Source: <http://quickfacts.census.gov/qfd/states/06/0666140.html>.) Therefore, since the City of San Fernando population is less than 50,000, the City receives its annual CDBG funding through the LACDC. Historically, in order to receive funds through the CDBG Program, the City has been required to enter into a Cooperation Agreement with the LACDC. The City currently has an agreement and is participating in the CDBG Program. Recently, the Department of Housing and Urban Development (HUD) changed the requirement for these types of Cooperation Agreements and is requiring LACDC to update all of its agreements with participating cities like the City of San Fernando.

In order to approve the new Cooperation Agreement (Attachment "B"), the City Council must first adopt a Resolution (Attachment "A") approving ongoing participation in the CDBG Program as administered through LACDC. A copy of the signed Resolution and four copies of the Cooperation Agreement with the Mayor's signature will be forwarded to LACDC for final execution of the Agreement, which occurs once said Agreement is signed by the LACDC's Executive Director.

The City's ongoing participation in the CDBG Program will allow the City to continue to receive annual allocation of CDBG Program funds in the amount of \$231,768 for Fiscal Year (FY) 2014-2015 to assist with partial repayment of the Los Angeles County Section 108 Loan obtained in 2004 by the City as a portion of the project funding for the San Fernando Regional Pool Facility construction. The allocation amount of \$231,768 in CDBG funds leaves a remaining balance of \$116,819 that must be budgeted by the City for FY 2014-2015 to provide the Section 108 Loan total repayment amount of \$348,587. The existing Section 108 Loan repayment has three more fiscal years of repayments, which is set to conclude during FY 2016-2017, with a final payment due in August of 2016.

By participating in the County's CDBG Program, the City automatically participates in the County HOME Investment Partnerships Program and the Assisted Housing Programs. Neither of these two programs requires City staff support nor funding; the City simply provides information to interested residents regarding these County programs. Furthermore, ongoing City participation in the CDBG Program may provide future CDBG Program funds for gap funding of affordable housing projects, assistance to low-income residents in rehabilitating homes, subsidizing City recreation programs for low-income residents, and to possibly make improvements to public facilities in order to improve disabled access to said facilities.

Consideration to Adopt a Resolution and Approve a Cooperation Agreement between Los Angeles County and the City

Page 3

BUDGET IMPACT:

City Council adoption of Resolution No. 7600 will allow the City to continue to participate and receive future funding allocations from the LACDC as part of the ongoing CDBG Program. Approval of the Resolution and Cooperation Agreement will not impact the General Fund above and beyond our currently budgeted gap funding to ensure continued repayment of the City's existing Section 108 Loan.

CONCLUSION:

City staff is recommending that the City Council adopt Resolution No. 7600 approving the City's ongoing participation in the CDBG Program and authorize the Mayor, or her designee to sign the Cooperation Agreement with County of Los Angeles.

ATTACHMENTS:

- A. Resolution No. 7600
- B. Contract No. 1744
- C. GMU Bulletin No. 14-0007

ATTACHMENT "A"**RESOLUTION NO. 7600**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO APPROVING PARTICIPATION IN THE LOS
ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM BY AUTHORIZING THE MAYOR,
OR HIS/HER DESIGNEE, TO SIGN A COOPERATION
AGREEMENT WITH THE COUNTY OF LOS ANGELES**

WHEREAS, the City of San Fernando desires to continue its participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for the qualification period beginning July 1, 2015; and

WHEREAS, the City of San Fernando City Council authorizes the execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds;

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 adopts and approves the County of Los Angeles Participating City Cooperation Agreement between the City of San Fernando and the County of Los Angeles (City Contract No. 1744) for the time period of July 1, 2015 through June 30, 2018 and self-renewing thereafter.

SECTION 2: The City Council authorizes the Mayor or her designee to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program on behalf of the City of San Fernando.

PASSED, APPROVED, AND ADOPTED this 5th day of May, 2014.

Sylvia Ballin, 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 5th day of May, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"
CONTRACT NO. 1744

COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAMS

PARTICIPATING CITY
COOPERATION AGREEMENT

This Agreement is being entered into on this ____ day of May 2014, to be effective on the 1st day of July 2015, by and between the City of San Fernando, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Community Development Commission of the County, hereinafter referred to as "County" and shall remain in effect for the three-year qualification period through the 30th day of June 2018. After this date, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period.

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Housing Authority of the County of Los Angeles and the Community Development Commission of the County of Los Angeles, herein referred as "County," to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's Consolidated Plan which will be funded from annual CDBG and applicable HOME Programs from Federal annual appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program and the HOME Program.
3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cites or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.
4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
5. The term of this Agreement shall commence on **July 1, 2015**, the beginning date of this new Urban County Qualification Period, which will end on **June 30, 2018**. After this three (3) year Qualification Period ends, this Agreement will automatically renew for another period of three (3) years, unless the City provides

written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of the first three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community development, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the County's certification required by Section 104 (b) of Title I of the Act, as amended, including the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Act, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, affirmatively furthering fair housing, Section 3 of the Housing and Urban Development Act of 1968, the Fair Housing Act, the Act, and all other applicable laws and regulations.

7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or in support of any cooperating City that do not affirmatively further fair housing within its own jurisdiction or that impede the County's action to comply with its fair housing certification.
8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.
9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be

remitted to the County within 30 days of receipt if applicable. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.

10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
11. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.
12. All program income generated from the disposition or transfer of real property acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.
13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income in excess of \$25,000, shall be subject to the following standards:
 - a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
 - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.
15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
16. The City has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
17. The City shall or shall continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i The dangers of drug abuse in the workplace;
 - ii The City's policy of maintaining a drug-free workplace;
 - iii Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph "a" of this Section 17.
 - d. Notifying the employee in the statement required by paragraph "a" of this Section 17 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:
 - i Abide by the terms of the statement; and
 - ii Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 17 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which

funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.

- f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 17, with respect to any employee who is so convicted:
 - i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Community Development Commission of the County of Los Angeles, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: _____
Deputy County Counsel

Date

COUNTY OF LOS ANGELES

CITY OF SAN FERNANDO

By _____
SEAN ROGAN, Executive Director
Community Development Commission
of the County of Los Angeles

By _____
SYLVIA BALLIN, Mayor

ATTEST:

City Clerk

By _____
ELENA G. CHAVEZ, City Clerk

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

APPROVED AS TO FORM:

By _____
Deputy

By _____
RICK OLIVAREZ, City Attorney



LOS ANGELES COUNTY

GMU BULLETIN

COMMUNITY DEVELOPMENT COMMISSION • 700 W. Main Street • Alhambra • California 91801



NUMBER: 14-0007

SUBJECT:

**COOPERATION AGREEMENTS FOR THE 2015-2017
QUALIFICATION PERIOD FOR THE LOS ANGELES
URBAN COUNTY CDBG PROGRAM**

DATE: MARCH 19, 2014

EFFECTIVE DATE: IMMEDIATELY

PAGE 1 OF 3

TO: PARTICIPATING CITIES

Thank you for your continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program. As you may be aware, the Participating City Cooperation Agreement between your City and the County of Los Angeles outlines legal provisions and requirements for the City to participate in the Urban County CDBG Program, and provides for automatic renewal of participation in successive three-year periods, unless the County or the City provide written notice electing not to participate in a new qualification period. As a result of the automatic renewal provision in the Cooperation Agreement, the majority of the participating cities last signed their agreements in May 2005.

Last year, the U.S. Department of Housing and Urban Development (HUD) introduced new requirements for the Cooperation Agreement. The new requirements must be incorporated into the agreement when a new Urban County Qualification period begins, which for us is July 1, 2015. This means that we have revised the Cooperation Agreement boilerplate with these new requirements, that mandate we more clearly delineate the fair housing and civil rights obligations that Urban Counties and participating jurisdictions are subject to, and include new citations. ***After reviewing the new requirements with our County Counsel, we have determined that we will be asking all of our participating cities to sign new Cooperation Agreements this year for the next Urban County Qualification Period, which will begin on July 1, 2015 and end on June 30, 2018.*** The new agreement will still contain the provision that will allow for automatic renewal of participation in the Los Angeles Urban County CDBG Program in successive three-year periods, unless the County or the City provide written notice that it elects not to participate in a new qualification period. Therefore, once the new agreements are signed, it will most likely be a number of years before we ask you to sign them again.

The signatory requirements of the Cooperation Agreements are slightly different than those of the City Reimbursable Contracts and your respective City Clerks and Attorneys will be required to sign the Cooperation Agreement. It would take considerable programming and the set-up of almost 100 digital signatures to process these agreements electronically, therefore, we have decided to proceed with manual signatures on these agreements. We will notify cities via an Electronic Distribution List (this will be in the latter part of April 2014) once the Cooperation Agreements are posted to the CDBG Partner Page for downloading, signatures, and returning them to the Community Development Commission's Community Development Division-Grants Management Unit (CDD-GMU). We will be asking that four (4) signed copies be returned to us.

Participating Cities
March 19, 2014
Page 2

Once the agreements are fully executed, they will be posted in the CDBG Online System along with your other executed contracts.

Attached is a draft copy of the Cooperation Agreement that we will be asking the City to sign, between late April through early May, and a sample copy of a City Council Resolution authorizing the Mayor or his/her designee to sign the Cooperation Agreement with the County on behalf of the City. *We are providing you with an advance hard copy of this agreement to allow ample time for review by your City Attorney and City Council.* We are attaching a sample copy of a Resolution because we will need a copy from your City Council authorizing the Mayor or his/her designee to sign the Cooperation Agreement with the County on behalf of the City. The attached resolution is simply a sample meant to provide some guidance in this area. We recognize that many cities have their own format. **Please make sure to schedule this item on your City Council agenda before late April in order to submit a copy of the City's Resolution via e-mail to Hermelinda Rendon, Supervisor, at hermelinda.rendon@lacdc.org, so that you can access the Cooperation Agreement.** The City's Cooperation Agreements are scheduled to be posted to the CDBG Partner Page by late April 2014.

Please do not confuse the Cooperation Agreement for the new Urban County Qualification Period (Fiscal Years (FY) 2015, 2016, and 2017) with the City's 2014 Reimbursable Contract Amendment, which will provide the City with their 2014 allocation and any updates, changes that may have occurred during the year to the Reimbursable Contract, and the Agreement to Implement, listing the 2014-2015 funded projects with their budgets. Once these are fully executed, the City is authorized to begin incurring costs for these projects. The Reimbursable Contracts and the Agreements to Implement will be posted as usual in late May early June of 2014, immediately after the Action Plan is approved for the new 2014 FY.

The current Urban County three-year qualification period will end on June 30, 2015. If your City does not wish to continue participating in the Los Angeles Urban County after this date, it must take the following steps:

- The city must notify the Director of the CDD-GMU in writing, of its' intention to not participate in the Los Angeles Urban County CDBG Program **by no later than May 23, 2014;**
- A copy of this letter should be sent to William G. Vasquez, Director, U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Los Angeles Field Office, Region IX, 611 West Sixth Street, Suite 1000 – 9DD, Los Angeles, CA 90017-3101; and
- The Cooperation Agreement requires resolution of any outstanding financial or programmatic findings following the end of the three-year reimbursable contract period, if a city elects to leave the Los Angeles Urban County, and is not eligible to become an entitlement jurisdiction. If a city is not eligible to become an entitlement jurisdiction, it will not be able to retain any CDBG funds remaining in its funding pool. The remaining

Participating Cities
March 19, 2014
Page 3

balance will be transferred to the funding pool of the Supervisorial District in which the city is located.

You may contact Ms. Rendon at (626) 586-1750, if you need assistance in this matter, or if you have any questions related to the Cooperation Agreement for the Urban County CDBG Program.

Sincerely,



SCOTT STEVENSON, Director
Community Development Division

SS:LJ:HR:rb

K:\CDBG Common\GPA\Urban County Qualification Docs\BulletinUrbanCounty15-17 Coop Agreement

Attachments

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POLICE DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and City Councilmembers

FROM: Brian Saeki, City Manager
By: Robert Parks, Acting Police Chief
Anthony Vairo, Acting Police Lieutenant

DATE: May 5, 2014

SUBJECT: Consideration to Purchase Replacement Firearms for Sworn Personnel

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of 50 Glock M21 G4 45 caliber handguns from Proforce Law Enforcement, for an amount not to exceed \$25,677.75.

BACKGROUND:

In Fiscal Year 2002-2003, the Police Department purchased firearms for all sworn personnel (Glock Models 21 and 22). The issued firearms enable sworn personnel to perform their duties, including the protection of life and property. These firearms have improved illuminating gun sights atop each firearm, which greatly assists officers with proper aim and target acquisition in low lighting situations. However, these sights are outdated and out of warranty. Additionally, each month, all sworn personnel are required to maintain firearm proficiency and qualify in the Police Department's firing range. Based on the age, safety requirements, and continual use, the current firearms are in need of replacement with the next generation model.

ANALYSIS:

The Police Department's Rangemasters are qualified and credentialed individuals that have professionally maintained and serviced the current firearms. Collectively, they have expressed their professional opinion to replace the current firearms based on several factors, including 10-year replacement requirement and safety concerns associated with overall serviceability (i.e., metal fatigue and high cost of replacement parts and illuminating gun sights). Consequently, the purchase of replacement firearms will keep the Police Department at a high level of weapons proficiency, decrease the overall maintenance and repair cost, and minimize liability.

Consideration to Purchase Replacement Firearms for Sworn Personnel

Page 2

The cost to purchase 50 replacement firearms (Glock M21 G4 45 caliber firearms) is \$25,677.75 (Attachment "A"), and may be procured from Proforce Law Enforcement, the sole distributor (and sole source) of Glock firearms for the western United States. Funding for this purchase is allocated in this fiscal year's Equipment Maintenance account (001-222-0000-4320).

The process (from purchase to delivery) will take approximately three months. Once the new equipment is received, the City offers a buyback opportunity for sworn personnel who wish to keep their firearm. In accordance with Chapter 2, Article VI, Division 7 of the San Fernando City Code, sworn personnel may purchase their current firearms at a depreciated cost. Considering the current staffing level, revenues gained from the sales of the current firearms will be approximately \$9,300 (\$300 per firearm), which will be deposited into the General Fund.

Staff anticipates providing the City Council an update regarding disposition of surplus City-owned property (firearms) within the next few months.

BUDGET IMPACT:

The budget impact associated with the purchase of the replacement firearms have already been accounted for as part of the Police Department's Support Services Equipment Maintenance Account (001-222-0000-4320) for Fiscal Year 2013-2014.

CONCLUSION:

The Police Department has established the need to implement the replacement of the current firearms with the new Glock M21 G4 45 caliber weapons and recommends that the City Council authorize the purchase of said firearms to ensure the protection of life and property in the City of San Fernando.

ATTACHMENT:

A. Proforce Law Enforcement Price Quote

ATTACHMENT "A"

PROFORCE
LAW ENFORCEMENT

3009 North Highway 89
Tel: (928) 776-7192
sales@proforceonline.com
FFL # 9-86-025-01-4G-00508

Prescott, AZ 86301
Fax: (928) 445-3468
www.proforceonline.com

P R I C E

Q U O T E

QUOTE#

PAGE

221382

1

SHIP DATE

A.S.A.P.

SOLD
TO

SAN FERNANDO POLICE DEPART
910 FIRST STREET

SAN FERNANDO CA 91340-2993

SHIP
TO

SAN FERNANDO POLICE DEPART
SGT. CHRISTIAN COLELLI
910 FIRST STREET
SAN FERNANDO CA 91340

818-361-3697

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	04/14/14	001091	A	GREGG MCCLUNG	F-2D FOB ORIGIN	

QTY.
QUOTED

ITEM NO./DESC.

UNIT PRICE

UOM

DISC.

NET PRICE

50

PG21507
GLK M21 G4 45AP PST GNS 3MAGS

469.0000

EA

23,450.00

.00

1

XFET
THIS ITEM FET OUT

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EA

.00

.00

IMPORTANT NOTICES:

This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at:
<http://www.ProForceonline.com/forms.htm>

Ordering Instructions: Please fax a copy of the department purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 3009 N. Hwy 89, Prescott, AZ 86301.

Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.

Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted.

This quote is valid for 45 days from the date of issue,

COMMENT

TERMS

PROFORCE

LAW ENFORCEMENT

3009 North Highway 89
Tel: (928) 776-7192
sales@proforceonline.com
FFL # 9-86-026-01-4G-00508

Prescott, AZ 86301
Fax: (928) 445-3468
www.proforceonline.com

P R I C E

Q U O T E

QUOTE# PAGE

221382 2

SHIP DATE

A.S.A.P.

SOLD
TO

SAN FERNANDO POLICE DEPART
910 FIRST STREET

SAN FERNANDO CA 91340-2993

SHIP
TO

SAN FERNANDO POLICE DEPART
SGT. CHRISTIAN COLELLI
910 FIRST STREET
SAN FERNANDO CA 91340

818-361-3697

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	04/14/14	001091	A	GREGG MCCLUNG	F-2D FOB ORIGIN	

QTY.
QUOTED

ITEM NO./DESC.

UNIT PRICE

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pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.

A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.

SALES AMOUNT 23,450.00

COMMENT

FOR: SGT. CHRISTIAN COLELLI
CCOLELLI@CI.SAN-FERNANDO.CA.US
BY: KARI MARTIN

9.500% SALES TAX 2,227.75
SUB TOTAL 25,677.75

TERMS DUE NET 30 DAYS

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COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

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

DATE: May 5, 2014

SUBJECT: Update Regarding Traffic Modification Request from Vista del Valle Dual Language Academy

RECOMMENDATION:

It is recommended that the City Council receive and file the staff report update regarding the City's response to date (Attachment "A") to the request from Vista del Valley Dual Language Academy (Los Angeles Unified School District) to modify and remove the restricted parking red curb on the north side of Eighth Street from Macneil Street to Brand Boulevard, adjacent to the school property.

BACKGROUND:

1. In December 2005, the Los Angeles Unified School District (LAUSD) issued the Draft Environmental Impact Report (EIR) for the construction of a new Valley Region Elementary School No. 8 (known as Vista del Valle Dual Language Academy) and requested comments.
2. On January 8, 2006, the City of San Fernando Traffic Engineering Consultant, Tom Brohard, issued comments on the Draft EIR, and on January 24, 2006, Daniel Wall, the San Fernando City Engineer, sent comments on the Draft EIR. During the comment period, other officials and property owners submitted concerns and comments to the Draft EIR.
3. LAUSD considered the comments and issued a Final EIR in March 2006. The concerns raised by the City of San Fernando were deemed of no consequence and no mitigation measures were implemented to address these concerns. The EIR was adopted by the LAUSD Board of Education with overriding considerations.
4. In the Final EIR, Response to Public Comments (pages 8-53) "Based on the limited number of potential access points, the location of the charter school in close proximity to the proposed project site, and the potential layout of the proposed school, the currently proposed

Update Regarding Traffic Modification Request from Vista del Valley Dual Language Academy
Page 2

access points for the proposed project and the size the pick-up/drop-off area are considered adequate and in compliance with LAUSD Design Guidelines.”

5. In the Final EIR the Executive Summary stated, “The main access (entrance) for the proposed project would be located off Bromont Avenue. The student drop-off and pick-up loading and unloading zone for passenger cars and buses would be located off Bromont Avenue. Parking would be provided for faculty and visitors. Access to the parking area would be provided off Bromont Avenue. Additionally, a pedestrian and emergency access gate will be provided off Eighth Street.”
6. A memorandum dated September 7, 2010, noted a meeting with the school principal and others discussing use of Eighth Street as a drop-off point. The memorandum notes that school officials were notified that the EIR stated the loading/unloading was to be on Bromont Avenue and not on Eighth Street.
7. On September 13, 2010, the school opened.
8. On October 4, 2013, the Principal of Vista del Valle Dual Language Academy submitted a letter to the City of San Fernando Traffic and Safety Commission requesting a crossing guard, street signs, and red curb (removal).
9. On November 20, 2013, the Transportation and Safety Commission reviewed the request by the Principal and after consideration, voted to recommend to the City Council to remove the restricted parking red curb on the north side of Eighth Street from Macneil Street to Brand Boulevard, subject to the conditions of approval noted in Attachment “B” of this staff report. Based on staff analysis, it was estimated that the total cost of proposed changes is approximately \$67,000. In addition, the City will incur the ongoing expense to pay for a crossing guard at this new entry point to the subject school site, which is currently estimated at approximately \$12,000 per year.
10. On January 6, 2014, staff presented the Transportation and Safety Commission recommendation to the City Council for consideration. Per the request of Julio Anlau, the field representative for LAUSD District 6 Board Member, Monica Ratliff, the item was continued to the February 3, 2014, City Council meeting.
11. On April 30, 2014, then Mayor Antonio Lopez and Community Development Director Fred Ramirez met with LAUSD District No. 6 Board Member Monica Ratliff and Field Deputies Julio Anlau and David Gonzalez to further clarify the City’s concerns regarding removal of the red curb and establishment of a temporary pick-up and drop-off zone without conducting a traffic analysis and incorporating mitigation measures similar to the Conditions of Approval proposed by City staff to the City Council at their upcoming February 3, 2014. The meeting between the City and LAUSD was conducted at the request of LAUSD Board Member Ratliff. Based on discussion with Board Member Ratliff and her field representatives, it was the understanding of the City representatives at the meeting that LAUSD would be requesting additional time at the upcoming February 3, 2014 City Council

Update Regarding Traffic Modification Request from Vista del Valle Dual Language Academy
Page 3

meeting in order to meet with their environmental division to discuss the City's conditions of approval and potential funding sources to meet the City's requirements.

12. On February 3, 2014, the City Council considered the traffic modification request from Vista del Valle Dual Language Academy (LAUSD). As part of the City Council review, City staff had initially recommended approval subject to the Conditions of Approval noted as "Attachment 'A'" to the February 3, 2014 Staff Report to City Council. As part of the public comments, Field Deputy Julio Anlau of LAUSD District No. 6 Board Member Monica Ratliff's Office made a request of the City Council to continue the item to a future meeting in order to allow additional time for LAUSD staff to review the request and associated Conditions of Approval. Subsequent to discussion, the City Council voted to continue the item to a future meeting and also directed City staff to continue to work with LAUSD representatives in order to seek a solution that addresses outstanding concerns regarding pedestrian and vehicular safety and impacts to the surrounding neighborhood associated with the removal of red curb and new proposed pick-up and drop-off location adjacent to the school site off of Eighth Street, in the City of San Fernando. (See Attachment "B": February 3, 2014 City Council Staff Report on this issue for further information.)
13. On February 14, 2014, LAUSD Office of Environmental Health and Safety Director John Sterritt sent Interim Public Works Director Marlene Miyoshi a letter (Attachments "C" and "D") notifying the City that LAUSD had determined, "that current conditions at the campus (i.e., Vista del Valle Language Academy) have created an emergency for pedestrian safety. In order to mitigate this condition, we are proposing that the 'red-curb' along Eighth Street adjacent to the campus be removed and replaced with a limited parking (student pick-up and drop-off) zone." Furthermore, the Mr. Sterritt noted that, "LAUSD will file a Categorical Exemption 15270-Emergency Projects..." under the premise that the "exemption may be invoked for specific actions necessary to prevent or mitigate an emergency".
14. On April 15, 2014, Community Development Director Fred Ramirez sent a response letter to Mr. Sterritt (Attachment "A") regarding LAUSD's request to remove the existing red curb on Eighth Street in order to establish a pick-up and drop-off zone location adjacent to the Vista del Valle Dual Language Academy. City staff also requested that a copy of the letter be transmitted to all LAUSD Board Members. A copy of the City's response letter was also transmitted by the City to the Principal of Vista Del Valle Language Academy on April 28, 2014, via U.S. Mail. During this time, City staff continued to await additional feedback from LAUSD representatives on possible mitigation measures that would allow for removal of the red curb and implementation of a temporary pick-up and drop-off zone while addressing the City's need to ensure student, pedestrians, commuters, and neighboring residents/property owners' safety.

ANALYSIS:

The City's response letter of April 15, 2014, notes a similar concern to LAUSD's in seeking to improve student and pedestrian safety during drop-off and pick-up times during the school week.

Update Regarding Traffic Modification Request from Vista del Valley Dual Language Academy

Page 4

However, it is the City's belief that LAUSD has not provided the City with enough information to determine whether an emergency exemption under the California Environmental Quality Act (CEQA) applies to the proposed removal the red curb from Eighth Street and subsequent use of that portion of Eighth Street adjacent to the subject school site as a pick-up and drop-off zone. Given the increased traffic on Eighth Street under LAUSD's proposal, a traffic analysis is needed in order to assess potential safety hazards that may be faced by pedestrians and students resulting from increased numbers of vehicles using the street and/or using adjacent residential driveways to turn around as well as from the lack of traffic control devices that may be necessary to mitigate the impact of additional vehicular and pedestrian traffic on Eighth Street. Secondly, it is the City's contention that pursuant to City Code Section 90-486, the City has the discretionary right to determine the appropriate location of red curbs, pick-up and drop-off zones, and the placement and maintenance of traffic control devices that may be attributed to LAUSD's proposed removal of red-curb and subsequent establishment of a temporary pick-up and drop-off zone.

In order for the City to ensure the protection of public health, safety and general welfare of students, pedestrians, commuters and the neighboring residents/property owners the City is requesting the LAUSD provide the necessary traffic analysis as part of their application for request to remove the red curb and establishment of a pick-up and drop-off zone adjacent to the school site on Eighth Street. Furthermore, the traffic analysis will assist the City in determining what mitigation measures (including those previously considered by the City Council as Conditions of Approval at the February 3, 2014 City Council meeting) are necessary in order to ensure proper traffic flow and pedestrian safety in the surrounding area. Lastly, it is City staff's assessment that removal of the red-curb and establishment of a pick-up a drop-off zone without such traffic analysis would likely present new dangers to pedestrians, commuters, and residents in the surrounding area and expose the City to potential liability for injuries and damage to property due to the increase traffic and pedestrians on Eighth Street. (See Attachment "A": April 15, 2014 City response letter to LAUSD for additional information.)

BUDGET IMPACT:

There is no budget impact associated with the City Council receipt of the staff report update on the status of LAUSD's request to remove the red curb adjacent to Vista del Valley Language Academy on Eighth Street. It is anticipated that any future costs associated with the preparation of the traffic analysis, environmental assessment, and mitigation measures that need to be implemented as a result of said traffic analysis and associated environmental assessment shall be paid by LAUSD as the project applicant.

CONCLUSION:

It is recommended the City Council receive and file the staff report update regarding the request from Vista del Valley Dual Language Academy (LAUSD) to modify to remove the restricted parking red curb on the north side of Eighth Street from Macneil Street to Brand Boulevard,

Update Regarding Traffic Modification Request from Vista del Valley Dual Language Academy
Page 5

adjacent to the school property. As noted above, City staff has requested additional information from LAUSD related to potential significant adverse environmental impacts associated with the traffic impacts attributed to the removal of red curb and implementation of a pick-up and drop-off zone. In addition, City staff will continue to await additional feedback from LAUSD representatives on a possible mitigation measure that would allow for removal of the red curb and implementation of a pick-up and drop-off zone on Eighth Street while addressing the City's need to ensure student, pedestrians, commuters, and neighboring residents/property owners safety.

ATTACHMENTS:

- A. City Response Letter to John Sterritt (LAUSD's OEHS Director) (April 15, 2014)
- B. City Council Staff Report (February 3, 2014)
- C. Letter from John Sterritt to City Interim Public Works Director (February 14, 2014)
- D. LAUSD Internal Memorandums (January 31, 2014)



CITY OF
San Fernando
Historic & Visionary

April 15, 2014

Transmitted via US Mail and E-Mail

John.sterritt@lausd.net

john.r.anderson@lausd.net

brad.smith@lausd.net

Mr. John Sterritt
Director, Office of Environmental Health & Safety
Los Angeles Unified School District
333 South Beaudry Avenue, 28th Floor
Los Angeles, California 90017

Subject: City Response to Vista Del Valle Dual Language Academy 8th Street Red Curb Removal Request

Dear Mr. Sterritt:

We are in receipt of your letter dated February 14, 2014 in which you explained the Los Angeles Unified School District's (LAUSD) position on the 8th Street red curb issue at the Vista del Valle Dual Language Academy (Vista del Valle Academy). You have specifically explained that LAUSD has determined that current conditions at the campus have created an emergency ("imminent hazard") for pedestrian safety. LAUSD is proposing the removal of the existing red curb and the installation of a limited parking zone (i.e. a loading/unloading zone). Additionally, LAUSD intends to file a Categorical Exemption under Article 18 (Statutory Exemptions), section 15269 – Emergency Projects of the California Environmental Quality Act (CEQA) Guidelines in response to the City's CEQA concerns.

Background

It is our understanding that LAUSD's decision to design and subsequently build the school and associated pick-up and drop-off access points at said school were deemed to be sufficient to accommodate projected demand as determined by the associated transportation and traffic impact analysis conducted during the preparation of the DEIR and FEIR. However, post construction it has now been determined by LAUSD that pick-up and drop-off along Bromont Avenue are now inadequate to accommodate current demand and as a result created an imminent hazard for pedestrian safety and that now LAUSD is proposing an emergency project to install a loading/unloading zone on 8th Street and remove the existing red curb in front of the property. As we previously noted during the public



Subject: City Response to Vista Del Valle Dual Language Academy 8th Street Red Curb Removal Request
Page 2 of 5

comment period of the DEIR/FEIR and as LAUSD has now come to determine, the main access on Bromont Avenue with the currently implemented mitigation measures have proven to be inadequate.

The Principal of Vista del Valle Academy reached out to the City on October 2013 to express safety concerns and request the 8th Street red curb removal. The City did not treat the request lightly and did extensive research into the situation on 8th Street and the adjacent streets in both the City of Los Angeles and the City of San Fernando. (It appears the City's original transportation/traffic and pedestrian safety concerns during the EIR review period have come to pass.)

Compliance with CEQA

As the City shall be carrying out this project (removing the red curb and establishing a loading/unloading zone), the City is the lead agency of this project under CEQA. 14 C.C.R. § 15051. The lead agency is responsible for considering the effects, both individual and collective, of all activities involved in a project. Pub. Res. Code § 21002.1. While LAUSD is free to make its own analysis of whether the emergency exemption applies to this project, the City, as the lead agency, must make its own determination of its CEQA obligations and any applicable exemptions.

The City shares your concern for student and pedestrian safety during drop-off and pick-up times during the school week. However, at this time, the LAUSD has not provided the City with enough information to determine whether the emergency exemption under CEQA applies to LAUSD's proposal to remove the red curb and use of this section of 8th Street as a pick-up/drop off zone. Under CEQA, an emergency is "a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services." Pub. Res. Code § 21060.3. Although there is no requirement that a preliminary study be conducted before deciding to use the emergency exemption, there must be substantial evidence of each element of this exemption in order for the exemption to be appropriately applied. *CalBeach Advocates v. City of Solana Beach* (2002) 103 CA4th 529. Substantial evidence means enough relevant information and reasonable inferences from the information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. *Id.* at 535-536. The City has several concerns regarding the application of the emergency exemption to this proposed project/use.

"Sudden, Unexpected Occurrence"

First, the City is concerned whether this situation qualifies under CEQA as a "sudden and unexpected occurrence" for purposes of the emergency exemption. In the interoffice memo to your office discussing the safety hazard at the school, Brad Smith identifies inadequate space for cars to maneuver for pick-up/drop-off around school buses and additional congestion due to the narrowness of Bromont Avenue and Brand Street. As you are aware, during LAUSD's circulation of the EIR for the construction of Valley Region Elementary School #8 (in 2006), the City expressed traffic and pedestrian safety concerns and the likelihood of severe congestion on Bromont Avenue with LAUSD's proposed pick-up/drop-off plans, given inadequate loading and unloading areas on site and the narrowness of Bromont Avenue and Brand Boulevard at points. These concerns were ultimately deemed to either be of no consequence or mitigated by a combination of the following: the design of the on-site pick up and drop off on Bromont Avenue, use of a left turn only for vehicles existing the

Subject: City Response to Vista Del Valle Dual Language Academy 8th Street Red Curb Removal Request
Page 3 of 5

proposed school along the eastern driveway, and use of the 8th Street gate as pedestrian and emergency access gate. Furthermore, it was determined that no additional improvements would be needed to North Brand Boulevard in the City of Los Angeles to allow for overflow traffic from the subject site to travel north along and Brand Boulevard and exit onto Foothill Boulevard.

The City identified these traffic congestion problems during the planning stages of the school site and these problems have come to fruition for the same reasons the City identified back in 2006. Therefore, the City does not agree that this situation is a sudden or unexpected occurrence, so as to allow for the application of the emergency exemption under CEQA.

“Clear and Imminent Danger”

Second, the City would like some additional information on how LAUSD has determined that there is an “imminent hazard” to pedestrian safety. While the City appreciates Mr. Smith’s belief that there is an imminent hazard to pedestrian safety, his memorandum only opines on the likely causes of such an imminent hazard but it is unclear how he has reached the conclusion that an imminent hazard exists. Has the school conducted any type of study? Is this determination based upon Mr. Smith’s or school staff members’ personal observations? If the City is to declare this project exempt from CEQA due to an emergency, the City would like to ensure that all necessary information is documented, including identifying the facts comprising the basis of the determination that a clear and imminent danger exists. These facts must be sufficient to show there is substantial evidence of an imminent danger (“[m]ere uncorroborated opinion or rumor does not constitute substantial evidence.” *CalBeach Advocates v. City of Solana Beach* (2002), 103 Cal.App.4th 529, 536).

“Demanding Immediate Action to Prevent or Mitigate Loss”

Third, LAUSD has not provided the City with any facts suggesting that immediate action is necessary or that the proposed action will prevent or mitigate the consequences of an imminent danger. When establishing findings under CEQA, findings that merely recite statutory language without applying facts regarding the application to the applicable laws are insufficient as a matter of law. *City of Carmel-by-the-Sea v. Board of Supervisors* (1977) 71 CA3d 84, 92. The City has concerns about whether LAUSD’s proposed solution will in fact prevent or mitigate the danger LAUSD has identified, as LAUSD has provided no facts to substantiate its assertions. LAUSD requests that the City remove the red curb striping on 8th Street to allow the use of 8th Street as a second pick-up/drop off area. While this action may possibly lessen traffic congestion at the primary drop-off/pick-up site and along Bromont Avenue, the City has concerns regarding the safety of pedestrians and students on 8th Street if LAUSD were to establish a pick-up/drop-off area on 8th Street. This request is not a simple matter of applying some grey paint over red curb. There are potential significant adverse environmental transportation/traffic and pedestrian safety impacts associated with removal of the red curb and allowing that area to become a loading/unloading zone on what is essentially a cul de sac street with no alternative outlet.

Given the increased traffic to 8th Street under this proposal, pedestrians and students may face danger from cars turning around and a possible lack of necessary traffic control devices to accommodate the additional volume of cars and pedestrians on 8th Street. The City requests that LAUSD provide documented information regarding the likely consequences to pedestrians of using 8th Street as a second pick-up/drop-off location. If the City is to use an emergency exemption under

Subject: City Response to Vista Del Valle Dual Language Academy 8th Street Red Curb Removal Request
Page 4 of 5

CEQA, the City needs substantial evidence that LAUSD's proposed solution will a) likely lessen traffic congestion at the primary pick-up/drop-off area and Bromont Street so as to prevent or mitigate imminent danger to pedestrians, and b) not present a similar danger to pedestrian safety on 8th Street.

State Law and Municipal Code Requirements

The City has the authority to enact and enforce land use laws under its police power. *Devita v. County of Napa* (1995) 9 C4th 763; California Constitution, article XI, section 7; *Scrutton v. County of Sacramento* (1969) 275 CA2d 412, 418. The City's police power includes considering not only the welfare of its residents, but also the welfare of citizens in the surrounding region. *Associated Home Builders of the Greater Eastbay, Inc. v. City of Livermore* (1976) 18 C3d 582, 601. Furthermore, the California Vehicle Code authorizes local regulation of no parking zones, crosswalks, traffic control devices, and restrictions on the use of public or private highways. See Veh. Code § 22507; Veh. Code § 21106; Veh. Code § 21100.1; Veh. Code § 21351; Veh. Code § 21400. Even assuming this project is exempt from CEQA under the emergency exemption, which the City does not believe it is, the City requires that all applicants submit information the City deems necessary to make land use determinations. The City has requested that LAUSD conduct environmental and traffic analysis so that the City can evaluate the proposed project's effect on the City's current land use plan, as well as the effect on the public's health, safety and welfare. Specifically, the City will still need to review traffic analyses in order to determine whether the removal of the red curb zone and the establishment of a secondary pick-up/drop-off zone are feasible and what, if any, additional traffic control devices are necessary for adequate traffic flow and pedestrian safety.

These traffic analyses are also required under the City's municipal code. The City has vested the City Traffic Engineer with the authority to determine the marking of passenger loading zones and the duty to place and maintain traffic control devices. See San Fernando City Code (SFCC) section 90-246 and section 90-486. For traffic control devices that are not required by state law or under the SFCC, such as in this situation, the City Traffic Engineer may place any additional traffic control devices (including but not limited to stop signs, yield/right of way signs, speed restriction signs, and lines marking roadways) she/he deems necessary to regulate or guide traffic, but such determination must be made on the basis of traffic engineering principles and traffic investigations. (SFCC section 90-486(c).)

At this time, LAUSD has not provided the necessary traffic investigation information and analyses in its application to the City for the City Traffic Engineer to determine (a) that it is appropriate to remove the red curb zone on 8th Street and (b) what traffic control devices would be necessary for the proposed drop-off/pick-up activity to ensure proper traffic flow and pedestrian safety in this area of the City. To remove the red curb and establish an unloading/loading zone on 8th Street without such considerations will likely present new dangers to pedestrians and residents, and expose the City to liability for injuries and damage to property due to the increase in traffic and pedestrians on 8th Street. While the City understands LAUSD's desire to ensure the safety of its students and other pedestrians along Bromont Avenue, the City requires that LAUSD provide the City with all the information the City needs to similarly ensure the safety of students, its residents, and other pedestrians on 8th Street.

The City requests that LAUSD provide a traffic impact analysis to determine possible impacts of the proposed project, which may include, but are not limited to: existing traffic load and roadway

Subject: City Response to Vista Del Valle Dual Language Academy 8th Street Red Curb Removal Request
Page 5 of 5

capacity impacts to the surrounding street system in San Fernando; congestion at intersections; possible need for a new pedestrian crosswalk on 8th Street; and lack of cul de sac or alternative turn around area for vehicles travelling east along 8th Street toward its terminus adjacent to the Pacoima Wash.

Moving Forward

The City understands LAUSD's safety concerns but the City cannot agree to the red curb removal with no additional traffic analysis and without the implementation of safety measures. Until such time that LAUSD provides the City with the required traffic impact analysis and other information the City Traffic Engineer requires to make his determination of necessary traffic control devices, the City considers LAUSD's application for the red curb removal and establishment of an unloading/loading zone to be incomplete.

Thank you for your consideration and understanding of the City's position. Please note we are more than willing to meet with you to discuss alternatives if you feel it would be meaningful. If there are any questions, please do not hesitate to contact Marlene Miyoshi, Interim Public Works Director at (818) 898-1237 or myself at (818) 898-7316.

Sincerely,



Federico Ramirez
Community Development Director

cc: San Fernando City Council
LAUSD Board of Education:
Monica Ratliff
Marguerite Poindexter LaMotte
Monica Garcia
Tamar Galatzan
Steve Zimmer
Bennett Kayser
Dr. Richard Vladovic
Greg Garcia, Director, LAUSD Facilities Services Division
Brian Saeki, San Fernando City Manager
Marlene Miyoshi, San Fernando Interim Public Works Director

PUBLIC WORKS DEPARTMENT**MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: February 3, 2014

SUBJECT: Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy (Los Angeles Unified School District)

RECOMMENDATION:

It is recommended that the City Council approve the recommendation of the Transportation and Safety Commission to remove the restricted parking red curb on the north side of Eighth Street from Macneil Street to Brand Boulevard, adjacent to the school property, subject to the conditions of approval noted in Attachment "A".

BACKGROUND:

1. In December 2005, the Los Angeles Unified School District (LAUSD) issued the Draft Environmental Impact Report (EIR) for the construction of a new Valley Region Elementary School No. 8 (known as Vista del Valle Dual Language Academy) and requested comments.
2. On January 8, 2006, the City of San Fernando Traffic Engineering Consultant, Tom Brohard, issued comments on the Draft EIR, and on January 24, 2006, Daniel Wall, the San Fernando City Engineer, sent comments on the Draft EIR. During the comment period other officials and property owners submitted concerns and comments to the Draft EIR.
3. LAUSD considered the comments and issued a Final EIR in March 2006. The concerns raised by the City of San Fernando were deemed of no consequence and no mitigation measures were implemented to address these concerns. The EIR was adopted by the LAUSD Board of Education with overriding considerations.
4. In the Final EIR, Response to Public Comments (pages 8-53) "Based on the limited number of potential access points, the location of the charter school in close proximity to the proposed project site, and the potential layout of the proposed school, the currently proposed access points for the proposed project and the size the pick-up/drop-off area are considered adequate and in compliance with LAUSD Design Guidelines."

Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District)

Page 2

5. In the Final EIR the Executive Summary stated, "The main access (entrance) for the proposed project would be located off Bromont Avenue. The student drop-off and pick-up loading and unloading zone for passenger cars and buses would be located off Bromont Avenue. Parking would be provided for faculty and visitors. Access to the parking area would be provided off Bromont Avenue. Additionally, a pedestrian and emergency access gate will be provided off 8th Street."
6. A memorandum dated September 7, 2010, noted a meeting with the school principal and others discussing use of Eighth Street as a drop off point. The memorandum notes that school officials were notified that the EIR stated the loading/unloading was to be on Bromont Avenue and not on Eighth Street.
7. On September 13, 2010, the school opened.
8. On October 4, 2013, the Principal of Vista del Valle Dual Language Academy submitted a letter to the City of San Fernando Traffic and Safety Commission requesting a crossing guard, street signs, and red curb (removal).
9. On November 20, 2013, the Transportation and Safety Commission reviewed the request by the Principal and after consideration, voted to recommend to the City Council to remove the restricted parking red curb on the north side of Eighth Street from Macneil Street to Brand Boulevard, subject to the conditions of approval noted in Attachment "A" of this staff report. Based on staff analysis, it was estimated that the total cost of proposed changes is approximately \$67,000. In addition, the City will incur the ongoing expense to pay for a crossing guard at this new entry point to the subject school site, which is currently estimated at approximately \$12,000 per year.
10. On January 6, 2014, staff presented the Transportation and Safety Commission recommendation to the City Council for Council consideration. Per the request of Julio Anlau, the field representative for LAUSD District 6 Board Member, Monica Ratliff, the item was continued to the February 3, 2014, City Council meeting.

ANALYSIS:

A full analysis of the situation and staff report was presented to the City Council on January 6, 2014 and is attached herein as Attachment "B". City staff subsequently transmitted a letter to the Principal of Vista del Valle Academy describing the City Council continued consideration of the request. City staff also described the recommended conditions of approval to the Principal via the transmitted letter in the event of Council approval. Additionally, City staff made contact with Field Deputy Julio Anlau of LAUSD District No. 6 Board Member Monica Ratliff's office, and was informed of an internal meeting with their environmental division to discuss the City's conditions of approval and potential funding sources to meet the City's requirements.

Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District)

Page 3

CONCLUSION:

It is recommended the City Council approve the recommendation of the Transportation and Safety Commission subject to the attached conditions (Attachment "A"). Furthermore, the City Council may consider supporting school officials efforts to pursue Los Angeles City infrastructure improvements such as street widening (Bromont Avenue and North Brand Boulevard), installation of sidewalks (all City of Los Angeles streets within walking distance from the school), and drainage facilities (East terminus of Bromont Avenue) in the area around the school.

BUDGET IMPACT:

City Council approval of the Transportation and Safety Commission's recommendation subject to the Conditions of Approval noted in Attachment "A", will not have an impact on the City budget because LAUSD would fund the modifications as outlined in an MOU. However, if City Council approval included the City taking responsibility for the required infrastructure upgrades then the cost to the City will be approximately \$67,000 with on-going costs for a crossing guard at \$12,000 annually. It is City staff's assessment that the EIR would still require amendment by the LAUSD Board of Education.

ATTACHMENTS:

- A. Red Curb Removal Conditions of Approval
- B. January 6, 2014 City Council Staff Report

ATTACHMENT "A"

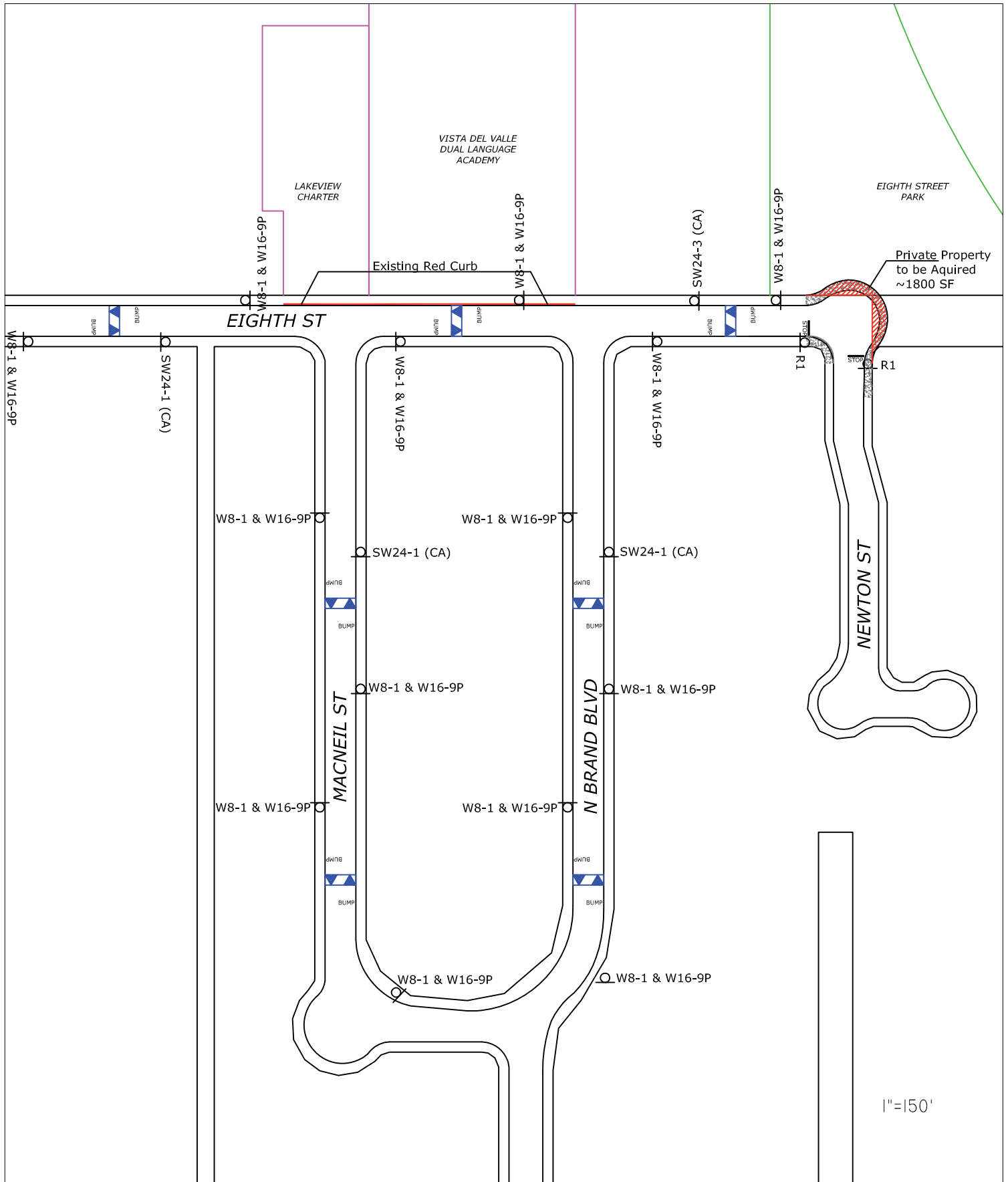
VISTA DEL VALLE DUAL LANGUAGE ACADEMY, SYLMAR, CA
CITY OF SAN FERNANDO RED CURB REMOVAL -
CONDITIONS OF APPROVAL

On February 3, 2014, the San Fernando City Council approved the recommendation of the Transportation and Safety Commission to remove the restricted parking red curb on that portion on the north side of Eighth Street from Macneil Street to Brand Boulevard (See attached Exhibit 1) subject to the following Conditions of Approval:

- a. The Los Angeles Unified School Board (LAUSD) to process an Amendment of the Final Environmental Impact Report for Valley Region School No. 8, dated March 2006, to change the main school access on Bromont Avenue to allow alternate access on Eighth Street in the City of San Fernando.
- b. Based on an amended and LAUSD School Board approved EIR, LAUSD to enter into a Memorandum of Understanding with the City of San Fernando in order for LAUSD to pay all costs related to traffic improvements to facilitate additional vehicular traffic:
 - i. The City of San Fernando to conduct a traffic impact analysis;
 - ii. Pursuant to the City of Los Angeles Fire Department standards acquire right of way and construct a full turning radius cul de sac at the easterly terminus of Eighth Street;
 - iii. Provide a slurry seal to Brand Boulevard, Eighth Street to Seventh Street; and,
 - iv. Install on Macneil Street, Brand Boulevard, Newton Street, and Eighth Street, speed humps, school ahead traffic signs, school ahead street markings, removal of red curb and installation of loading/unloading zone, and install a stop sign and stop bar on Newton Street at Eighth Street.

EXHIBIT "1"

Modifications for Vista del Valle Dual Language Academy Loading/Unloading Access



ATTACHMENT "B"

PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: January 6, 2014

SUBJECT: Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy (Los Angeles Unified School District)

RECOMMENDATION:

It is recommended that the City Council consider the recommendation of the Transportation and Safety Commission to remove the restricted parking red curb on that portion on the north side of Eighth Street from Macneil Street to Newton Street subject to the conditions of approval noted in Attachment "A".

BACKGROUND:

1. In December 2005 the Los Angeles Unified School District (LAUSD) issued the Draft Environmental Impact Report (EIR) for Valley Region Elementary School No. 8 (known as Vista del Valle Dual Language Academy) and requested comments.
2. On January 8, 2006, the City of San Fernando Traffic Engineering Consultant, Tom Brohard, issued comments on the Draft EIR.
3. On January 24, 2006, Daniel Wall, P.E., City Engineer, sent comments on the Draft EIR.
4. During the comment period other officials and property owners submitted concerns and comments to the Draft EIR.
5. LAUSD considered the comments and issued a Final EIR in March 2006. Each of the concerns raised by the City of San Fernando was deemed of no consequence and no mitigation measures were implemented to address these concerns. The EIR was adopted by the LAUSD Board of Education with overriding considerations.
6. In the Final EIR, Response to public comments, pages 8-53, "Based on the limited number of potential access points, the location of the charter school in close proximity to the proposed project site, and the potential layout of the proposed school, the currently proposed access

Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy (Los Angeles Unified School District)

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points for the proposed project and the size the pick-up/drop-off area are considered adequate and in compliance with LAUSD Design Guidelines.”

7. In the Final EIR the Executive Summary stated, “The main access (entrance) for the proposed project would be located off Bromont Avenue. The student drop-off and pick-up loading and unloading zone for passenger cars and buses would be located off Bromont Avenue. Parking would be provided for faculty and visitors. Access to the parking area would be provided off Bromont Avenue. Additionally, a pedestrian and emergency access gate will be provided off 8th Street.”
8. On September 13, 2010, the school opened.
9. A memorandum dated September 7, 2010, noted a meeting with the school principal and others discussing use of Eighth Street as a drop off point. The memorandum notes that school officials were notified that the EIR stated the loading/unloading was to be on Bromont Avenue and not on Eighth Street.
10. On October 4, 2013, the Principal for Vista del Valley Dual Language Academy submitted a letter to the City of San Fernando Traffic and Safety Commission seeking a crossing guard, street signs, and red curb (removal).
11. On November 20, 2013, the Transportation and Safety Commission reviewed the request by the Principal of the Vista del Valley Dual Language Academy and subject to discussion voted to recommend to the City Council to remove the restricted parking red curb on the north side of Eighth Street from Macneil Street to Newton Street, subject to the conditions of approval noted in Attachment “A” to this staff report. Based on staff analysis, it was estimated that the total cost of construction is approximately \$67,000. In addition, the City will incur the ongoing expense to pay for a crossing guard at this new entry point to the subject school site, which is currently estimated at approximately \$12,000 per year (Attachment “B”).

ANALYSIS:

LAUSD developed a new elementary school, Valley Region Elementary School No. 8 (known as Vista del Valle Dual Language Academy), on Bromont Avenue in Sylmar. A portion of the school is within the corporate limits of the City of San Fernando. The Draft EIR received comments of concern regarding traffic, circulation, and pedestrian access. Each of these concerns was addressed in the Final EIR, but not mitigated, and the LAUSD Board of Education adopted the Final EIR with overriding considerations.

A bond issue was approved by the voters and funds were raised to develop new schools. LAUSD staff and consultants were retained to accelerate new school development. Many school development projects experienced similar environmental review disclosing parking, traffic, circulation, and infrastructure improvement needs. In some instances, these needs were not addressed because of the claim there were insufficient funds or the bond money could not be

Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy (Los Angeles Unified School District)

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used for that purpose. In some cases, LAUSD used school development bond funds to fund street improvements including street widening, new curbs, gutters, driveway approaches, and sidewalks. The comments regarding possible project environmental impacts that were received in the Draft EIR were therefore, not mitigated leaving the resulting project impacts to be addressed by teaching staff, parents, students, and City officials.

The Transportation and Safety Commission noted opportunities to fund infrastructure improvements and suggested that LAUSD contact the City of Los Angeles and ask that grant applications be made specific to addressing school pedestrian safety (Safe Routes to School) at the subject site. There may be other LAUSD funding sources such as school development bond funds that could help fund the needed public infrastructure improvements resulting from the proposed request. Other issues such as inappropriate operation of a junk business (residential zone in Los Angeles), untrimmed trees overhanging the roadway on Bromont Avenue (impedes visibility for large vehicles such as SUV's, trucks, and school busses), and upraised curb, gutter, and sidewalk in close proximity to the school site should be reported to the City of Los Angeles and corrected.

The City Attorney was asked about potential City liability by allowing a loading/unloading zone to replace the restricted red curb (Attachment "C"). The following are excerpts from their research:

The issue presented is whether changing the no parking red curb marking located on the north side of 8th Street between Macneil St. and N. Brand Blvd. to a green loading and unloading zone would create a "dangerous condition" thereby exposing San Fernando to liability for injuries proximately caused by the "dangerous condition" of the loading and unloading zone. California Government Code §830(a) defines a dangerous condition as "a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used."

If the curb marking is accompanied with the additional proposed street improvements found in the Traffic modification Report to the Traffic and Safety Commission dated November 20, 2013, safety to motorists and pedestrians will be improved. Because San Fernando has found that the proposed changes would ameliorate traffic issues and promote street safety, it is not reasonably foreseeable that changing portions of 8th Street to a loading/unloading zone would increase risks to motorists and pedestrians when the loading/unloading zone is used in a foreseeable manner.

The Traffic Modification Request discusses entering into an MOU with the LAUSD to amend the EIR to allow for alternate access along 8th Street. If the improvements were part of an MOU, were scrutinized by all relevant parties, and were determined to be properly designed to achieve the purpose of providing more efficient ingress and egress to the Academy, then there will be deference given to San Fernando's exercise of discretion.

Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy (Los Angeles Unified School District)

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The change to pick up and drop off as originally noted in the project description of the Final EIR prepared for the elementary school on Bromont Avenue/Eighth Street would have to be amended and included as part of a supplemental environmental impact report that focuses on assessing project impacts attributed to the new project scope that includes a new drop-off and pick-up location off at Eighth Street. This will also require an amendment to the Mitigation Monitoring Program adopted when the Final EIR was certified and the Statement of Overriding Consideration approved by the LAUSD Board.

The Mitigation Monitoring Program was established to ensure compliance with mitigation requirements identified in the Environmental Impact Report for construction or development project, and to comply with the adopted State legislation (AB 3180; California Public Resources Code Section 21081). Public Resources Code Section 21081.6 requires that public agencies "adopt a reporting and monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment".

CONCLUSION:

It is recommended the City Council consider the recommendation of the Transportation and Safety Commission subject to the attached conditions. The City Council may consider supporting school officials efforts to pursue infrastructure improvements such as street widening (Bromont Avenue and North Brand Boulevard), installation of sidewalks (all City of Los Angeles streets within walking distance from the school), and drainage facilities (East terminus of Bromont Avenue) in the area around the school.

BUDGET IMPACT:

City Council approval of the Transportation and Safety Commission's recommendation subject to the Conditions of Approval noted in Attachment "A", will not have an impact on the City budget because LAUSD would fund the modifications as outlined in an MOU. However, if City Council approval included the City taking responsibility for the required infrastructure upgrades then the cost to the City will be approximately \$67,000 with on-going costs for a crossing guard at \$12,000 annually. It is City staff's assessment that the EIR would still require amendment by the LAUSD Board of Education.

ATTACHMENTS:

- A. Conditions of Approval
- B. Transportation and Safety Commission Staff Report and Attachments Dated November 20, 2013
- C. City Attorney Letter Dated December 11, 2013

ATTACHMENT "A"**CONDITIONS OF APPROVAL**

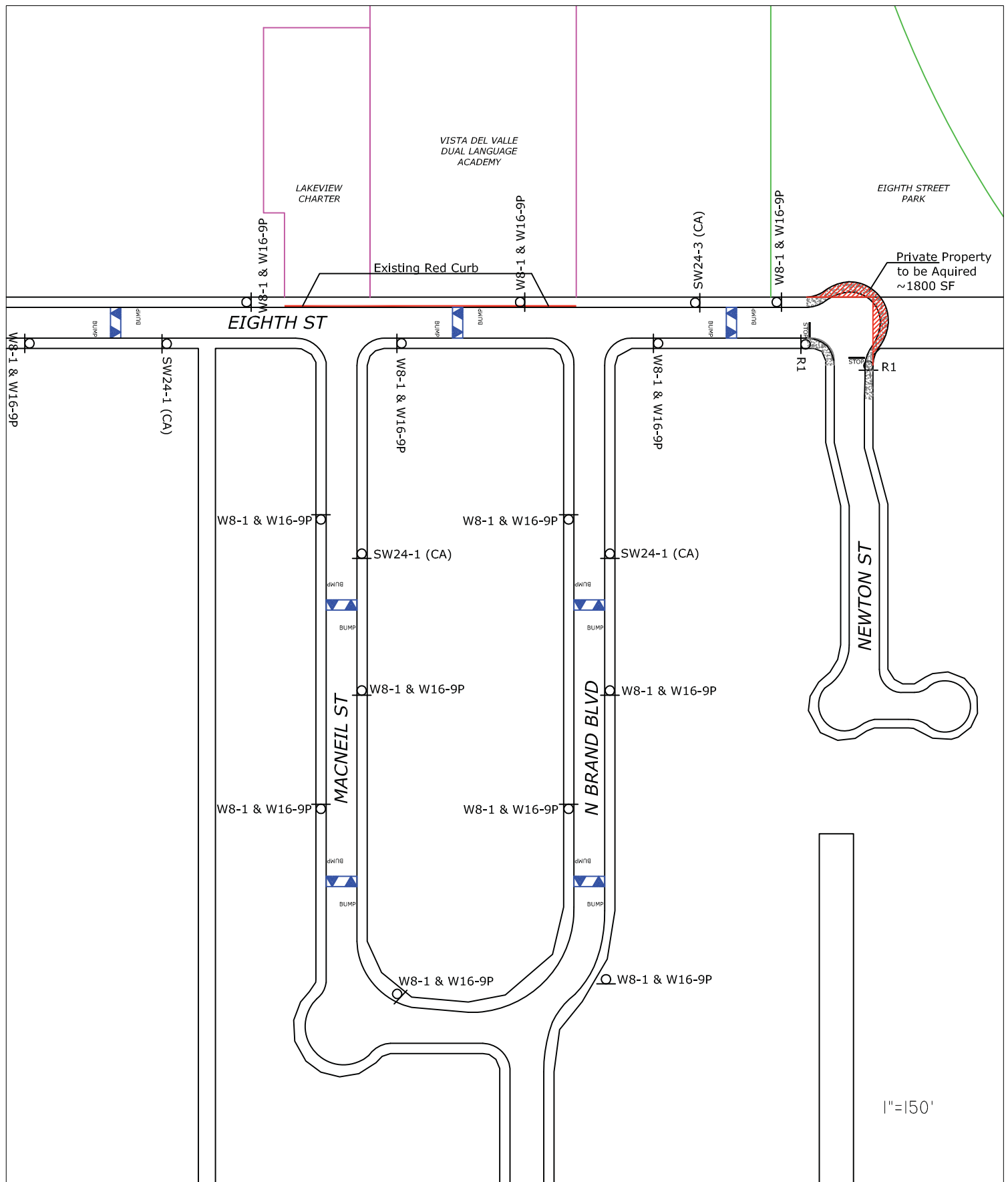
On January 6, 2014, the San Fernando City Council approved the recommendation of the Transportation and Safety Commission to remove the restricted parking red curb on that portion on the north side of Eighth Street from Macneil Street to Newton Street (See attached Exhibit 1) subject to the following Conditions of Approval:

- a. The Los Angeles Unified School Board (LAUSD) to process an Amendment of the Final Environmental Impact Report for Valley Region School No. 8, dated March 2006, to change the main school access on Bromont Avenue to allow alternate access on Eighth Street in the City of San Fernando.
- b. Based on an amended and LAUSD School Board approved EIR, LAUSD to enter into a Memorandum of Understanding with the City of San Fernando in order for LAUSD to pay all costs related to traffic improvements to facilitate additional vehicular traffic:
 - i. The City of San Fernando to conduct a traffic impact analysis;
 - ii. Pursuant to the City of Los Angeles Fire Department standards acquire right of way and construct a full turning radius cul de sac at the easterly terminus of Eighth Street;
 - iii. Provide a slurry seal to Brand Boulevard, Eighth Street to Seventh Street; and,
 - iv. Install on Macneil Street, Brand Boulevard, Newton Street, and Eighth Street, speed humps, school ahead traffic signs, school ahead street markings, removal of red curb and installation of loading/unloading zone, and install a stop sign and stop bar on Newton Street at Eighth Street.

Modifications for Vista del Valle Dual Language Academy

Loading/Unloading Access

EXHIBIT "1"



ATTACHMENT "B"

PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Transportation and Safety Commission

FROM: Robert Dickey, Interim Public Works Director

DATE: November 20, 2013

SUBJECT: Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District)

BACKGROUND:

At the last regular meeting of the Transportation and Safety Commission a request was made by Mrs. Mary Mendoza, Principal of Vista del Valle Dual Language Academy, asking the City to remove the red curb on the north side of Eighth Street at the southerly boundary of the school. She stated this would allow student drop off and pick up to enter the Eighth Street Gate located in the City of San Fernando in addition to the school main entrance on Bromont Avenue, Sylmar. She was supported by several parents and students.

During discussion of the request, several questions were asked by the Commission:

1. If the red curb was removed and green loading/unloading zone installed, what other improvements would be required?
2. Is it possible to provide vehicle access from Eighth Street to Bromont Avenue by using the Flood Control Channel property?
3. Can signage be installed directing traffic to loop through the neighborhood, i.e. Eighth Street, south on Macneil, around and north on Brand Boulevard, back to Eighth, loading or unloading passengers on the north side of Eighth Street?
4. Why was the curb painted red to prohibit stopping and parking on Eighth Street?

The Commission approved the recommendation of staff to invite property owners that would be affected by the removal of red curb. Mailing address labels and the Transportation and Safety Commission meeting notices were delivered to Mrs. Mendoza on November 5 to be mailed on November 7, 2013.

ANALYSIS:

The Los Angeles Unified School District (LAUSD) developed a new elementary school, Valley Region Elementary School No. 8 (known as Vista del Valle Dual Language Academy), on Bromont Avenue, Sylmar. A Draft Environmental Impact Report (EIR) was issued for comment in December 2005. The City and others reviewed the document and submitted letters of concern

Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District) Page 2

regarding traffic circulation, passenger loading and unloading, and parking impacts associated with the construction of the new elementary school at the subject site.

On January 8, 2006 the City of San Fernando Traffic Engineering Consultant, Tom Brohard, issued comments on the Draft EIR:

1. The main access to the proposed project, student drop off and pick up loading for passenger cars and busses, and access to the subterranean and surface parking areas would all be located off Bromont Avenue. Additionally, a pedestrian and emergency access gate will be provided off 8th Street.
2. The proposed project includes a pedestrian and emergency access gate on 8th Street, and some project trips will certainly be oriented to and from the 'back' gate if it is open before school begins and after school is dismissed. If it is open for drop offs in the morning and pickups in the afternoon, vehicles will make u-turns in the residential areas on 8th Street east of Brand Boulevard, on Newton Street, or in the cul de sac on Newton Place. U-turns on these narrow streets will involve undesirable use of residential driveways along all of these streets.
3. Severe congestion will occur on Bromont Avenue. "While 160 U-turns in 15 minutes will cause significant additional congestion by itself, the roadways at the school site are very narrow....There is insufficient width on Bromont Avenue and Brand Boulevard to accommodate U-turns without multiple back and forth maneuvers. This will cause severe congestion, leading to more drop offs and pickups on 8th Street in the City.

On January 24, 2006 Daniel Wall, P.E., City Engineer, sent comments on the Draft EIR:

1. While the streets and intersections listed below do not fall within the jurisdiction of the City of San Fernando, we feel obligated to make sure that the following mitigation measures are presented for your consideration to ensure safety of the students of Valley Region Elementary School #8 and the residents in the immediate surrounding community:
 - a. Install a traffic signal at the intersection of Bromont and Maclay to facilitate vehicular and pedestrian traffic from Maclay to the school site. (COMPLETED)
 - b. Install dedicated left turn lanes on Maclay at Bromont, with adequate queue length to reduce congestion at the intersection. (COMPLETED)
 - c. Do not allow left turns from Bromont onto Maclay during peak traffic hours. This will discourage mid block U turns on Bromont, and relieve intersection congestion at Bromont and Maclay. (TRAFFIC SIGNAL COMPLETED)
 - d. Make Brand a one way street between Bromont and Foothill. The right of way width for the majority of this section of Brand is only 30 feet.

EIR Answer: "...all vehicles exiting the proposed school would turn left... and not utilize Brand Boulevard."

- e. Install sidewalks on the northwest side and pave the full width of Brand between Bromont and Foothill.

Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District) Page 3

EIR Answer: “traffic exiting...would not be allowed to continue northward on Brand Boulevard but would be required to make a left turn on Bromont...”

- f. Install a signal at the intersection of Brand and Foothill to facilitate traffic exiting the school site via Brand entering onto Foothill.

EIR Answer: “As the project would not contribute to traffic volumes along Brand Boulevard north of Bromont...installation of a traffic signal at Foothill Boulevard is not necessary.”

2. In addition, drainage at the intersection of Brand Boulevard and Bromont Boulevard is completely lacking.

The Eighth Street Park at the terminus of Eighth Street adjacent to the Pacoima Wash has had ongoing construction since 2010 and provides for collection of nuisance water and serves as a small holding basin for excess surface waters allowing percolation into the subgrade aquifer. (EIR REQUIREMENTS PARTIALLY COMPLETED)

On January 25, 2006, Council Member Alex Padilla, 7th District, City of Los Angeles made the following requests:

1. Explore the feasibility of making Newton a through street, from 8th Street to Foothill along the unimproved area north of the Pacoima Wash....

EIR Answer: “...improvement north of the Pacoima Wash is beyond the scope of the proposed project. Furthermore, no right of way exists that would allow for such an improvement.”

2. Explore the feasibility of making Brand Boulevard a through street to Foothill Boulevard, with all the necessary public improvements for pedestrian safety and traffic circulation....

EIR Answer: “This alternative was determined to be infeasible, based on its inability to meet project objectives and meet the need for elementary schools within the local community, and was therefore rejected from further consideration.”

“However, even with the implementation of ...mitigation measures, impacts related to missing segments of sidewalks along routes to school would remain significant and unavoidable....With the incorporation of the above mitigation measures, all other pedestrian and vehicle impacts would be mitigated to acceptable levels.”

LAUSD considered the comments and issued a Final EIR in March 2006. Each of the concerns raised by the City of San Fernando was deemed of no consequence and no mitigation measures were implemented to address listed concerns.

However, the EIR was clear in the Executive Summary, “The student drop-off and pick-up loading and unloading zone for the passenger cars and buses would be located off Bromont

Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District) Page 4

Avenue. Parking would be provided for faculty and visitors. Access to the parking area would be provided off Bromont Avenue. Additionally, a pedestrian and emergency access gate will be provided off 8th Street.”

Response to public comments, page 8-53, Final EIR, “Based on the limited number of potential access points, the location of the charter school in close proximity to the proposed project site, and the potential layout of the proposed school, the currently proposed access points for the proposed project and the size the pick-up/drop-off area are considered adequate and in compliance with LAUSD Design Guidelines.”

RECOMMENDATION:

The Commission should solicit comments from the audience. Following their input the Commission should consider either to:

1. Deny the request from Vista del Valle Dual Language Academy and suggest they:
 - a. Contact the City of Los Angeles Department of Transportation to request funding to improve traffic circulation and pedestrian access to the Bromont Avenue main entrance. The City of Los Angeles has applied for many “Safe Routes to Schools Grants” and could make application to install sidewalks for all surrounding streets and the installation of curbs, gutters, sidewalks and paving for Brand Boulevard from Bromont Avenue to Foothill Boulevard, and that portion of Bromont Avenue to the easterly terminus.
 - b. The City of Los Angeles Department of Public Works should be contacted about the hazard posed by two large Pepper trees that overhang the roadway impairing vision of drivers and possibly causing busses to cross the centerline of the street as they travel toward Maclay Avenue, Sylmar. These trees are also uplifting the sidewalk and damaging the curb and gutter.
 - c. Contact the City of Los Angeles Code Enforcement Department about the operation of a business on the north side of Bromont Avenue near the school. The front yard is full of equipment and debris, and a trailer is parked in front of the dwelling unit. This unsightly property may deter students from walking to school.

OR

2. Approve the request subject to conditions:
 - a. The Los Angeles Unified School Board (LAUSD) to process an Amendment of the Final Environmental Impact Report for Valley Region School No. 8, dated March 2006, to change the main school access on Bromont Avenue to allow alternate access on Eighth Street in the City of San Fernando.
 - b. Based on an amended and Board approved EIR, LAUSD to enter into a Memorandum of Understanding with the City of San Fernando in order for LAUSD to pay all costs related to traffic improvements to facilitate additional vehicular traffic:

Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District) Page 5


- i. The City of San Fernando to conduct a traffic impact analysis (estimated cost \$10,000);
- ii. Pursuant to the City of Los Angeles Fire Department standards acquire right of way and construct a full turning radius cul de sac at the easterly terminus of Eighth Street (estimated cost including right of way: \$25,000);
- iii. Provide a slurry seal to Brand Boulevard, Eighth Street to Seventh Street (estimated to cost \$12,000); and
- iv. Install on Macneil Street, Brand Boulevard, Newton Street, and Eighth Street speed humps, school ahead traffic signs, school ahead street marking, removal of red curb and installation of loading/unloading zone, and install a stop sign and stop bar on Newton Street at Eighth Street (estimated cost \$20,000).

ATTACHMENTS:

- A. Memorandum from Ron Ruiz, Director of Public Works to Mayor Mario Hernandez and Members of the City Council, dated September 7, 2010
- B. List of Safe Routes to Schools grants issued from 1999 through 2013
- C. Proposed modifications map
- D. Parking Citations issued from 10-1-12 through 9-30-13

PUBLIC WORKS DEPARTMENT**MEMORANDUM**

TO: Mayor Mario F. Hernández and Councilmembers

FROM: Ron Ruiz, Public Works Director 

CC: Al Hernández, Interim City Administrator
Tony Ruelas, Chief of Police
Paul Deibel, Community Development Director

DATE: September 7, 2010

SUBJECT: Eighth Street Accessibility for Elementary School #8

This memo is to inform you of meetings occurring with Los Angeles Unified School District (LAUSD) staff including Mary Mendoza, Principal, Elementary School #8; Joseph Pina, Community Outreach Organizer; and Roger Wright, Complex Project Manager. The meeting concerned the Principal's request to allow pedestrian accessibility on Eighth Street in the City of San Fernando at the start and end of the school day. Elementary School #8 is scheduled to open on Monday, September 13, 2010.

In March 2006, the Final Environmental Impact Report (EIR) was published and included comments by City staff and the City's consulting traffic engineer, which among other things, advocated against accessibility on Eighth Street. The reasoning was that the school was not designed to accommodate drop-off/pick-up on Eighth Street and two existing destinations were already present on Eighth Street (charter school and "Eighth Street Park") whereas Bromont Street had none.

Since the meeting with the Principal, I have had the opportunity to discuss the issue with Mayor Hernández, San Fernando Police Department (SFPD), LAUSD Board Member Nury Martinez and Councilmen Richard Alarcon staff member, Ackley Padilla. There is general consensus by the above that access cannot be permitted at this time because it was not included in the EIR. More importantly, SFPD has determined that there are not enough police resources to monitor the Eighth Street area on a regular basis to ensure pedestrian safety given the current design of the area. At a minimum, a crossing guard would have to be assigned to a designated crosswalk on Eighth Street if the school gate is opened for pedestrians.

Per the EIR, LAUSD was to contact the City at least four months prior to the school's opening regarding the coordination of traffic controls and the development of a final Pedestrian Routes to School Map. This did not occur. On Thursday, September 2, I sent Public Works staff to the site

Eight Street Accessibility for Elementary School #8

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who has confirmed that traffic controls, per the plans, have been installed within the City's boundaries. Although within the jurisdiction of Los Angeles, I also expressed concern to LAUSD staff that traffic controls have not been installed, including a traffic signal at the intersection of Maclay Street and Bromont Street.

In order to assist with safety coordination for the first week of the school's opening, I have offered to locate a lighted message board on Maclay Street to help guide traffic to Bromont Street and to broadcast more instructions on AM 1690 regarding accessibility to the school. The sign and the broadcast will be up on Thursday, September 9.

As of today, I have communicated with the Principal to explain that the City still does not support accessibility on Eighth Street. I have also explained that SFPD Chief Ruelas and Sergeant Hanchett visited the site today and are available to speak with her about the matter.

ATTACHMENT "B"

**Final Statewide List of Projects
for the 1999/2000
Safe Routes to School Program
1st Round**

Caltrans District	County	Agency	Project Location/School Name	Project Description	Total Project Cost	Federal Funds
39	Los Angeles	City of Los Angeles	Loreto Street ES, Nightingale MS	Construct/widen walkway Install sidewalks and curb ramps; upgrading signage and markings for bike lanes and vehicles; bicycle racks Construct pedestrian improvements; install sidewalks and curb ramps; upgrade signal; install flashing beacons Improve signing and pavement markings; install flashing beacon, install speed bumps; install street lights; install sidewalks, curb and gutter	\$289,920	\$260,928
40	Los Angeles	City of Norwalk	Eight (8) schools in Little Lake City USD Alameda ES, Imperial ES, E. W. Ward ES, St. Raymond's ES, South MS	Construct new sidewalks; sidewalk repairs Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$555,554	\$499,999
41	Los Angeles	City of Downey	11 Schools within LAUSD - South Gate area	Construct new sidewalks; sidewalk repairs Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$245,000	\$220,500
42	Los Angeles	City of South Gate	Various Elementary Schools	Construct new sidewalks; sidewalk repairs Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$500,000	\$450,000
43	Los Angeles	City of Los Angeles	LAUSD	Construct new sidewalks; sidewalk repairs Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$224,581	\$202,123
44	Los Angeles	City of Los Angeles	Glendale USD	Construct new sidewalks; sidewalk repairs Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$250,000	\$225,000
45	Los Angeles	City of Glendale	All districts in unincorporated Los Angeles County	Construct new sidewalks; sidewalk repairs Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$50,000	\$45,000
46	Los Angeles	County of Los Angeles	Mount Washington ES John Adams MS, Will Rogers ES, John Muir ES, and Santa Monica Alternative School	Multiple improvements Install sidewalks, guard rail, curb, gutter and curb ramps	\$172,000	\$154,800
47	Los Angeles	City of Los Angeles	Garfield ES, Cesar Chavez ES, and all other schools in the district for specific improvements	Install crosswalk enhancements Install flashing beacon; upgrade school signing and striping; install two (2) traffic signals; install curb ramps	\$252,000	\$226,800
48	Los Angeles	City of Santa Monica	Art Haycox ES	Install speed humps in alley; install signs Construct foot bridge	\$270,000	\$243,000
49	Los Angeles	City of Bell Gardens	A.E. Wright MS	Install sidewalks, curb, gutter, and curb ramps	\$550,000	\$495,000
50	Ventura	City of Oxnard	Sylmar ES	Install traffic signal; upgrade signage Install sidewalk gap closures; install curb, gutter and curb ramps	\$12,000	\$10,800
51	Los Angeles	City of Calabasas	All twenty (20) schools within Baldwin Park USD	Install sidewalks, curb, gutter and ramps	\$250,000	\$225,000
52	Los Angeles	City of Los Angeles	Mary Immaculate	Install sidewalks, curb, gutter, and curb ramps	\$265,020	\$238,518
53	Los Angeles	City of Rosemead	Pacifica MS, Haddon Avenue ES	Improve bicycle and pedestrian path; install sidewalks and crosswalks	\$120,000	\$120,000
54	Los Angeles	City of Baldwin Park	Matilija Jr. HS	Install and upgrade signs	\$500,000	\$450,000
55	Los Angeles	City of Los Angeles	Various: Pasadena USD	Install and upgrade signs	\$206,400	\$185,760
56	Los Angeles	City of Los Angeles			\$232,080	\$208,872
57	Ventura	City of Ojai			\$25,000	\$22,500
58	Los Angeles	City of Pasadena			\$25,000	\$25,000

Safe Routes to School Program - 2nd Cycle

No.	CT Dist.	Agency	County	School Name(s)	Location of Project	Description of Work	Total Project Cost	Federal Funds
45	7	City of Long Beach	Los Angeles	Colin Powell Academy	150 East Victoria St. and the intersection of Long Beach Blvd. and Victoria/Gordon Streets	Install a controlled pedestrian crossing; Remove two raised islands; Reconstruct curb returns; Install curb ramps and modify traffic signal	\$230,000	\$207,000
46	7	City of Los Angeles	Los Angeles	Langdon Avenue Elementary School	Orion St., Langdon Ave., Parthenia St. and Roven St.	Install flashing beacons; Install school and bicycle warning signs; Install street lights at crosswalk intersection; Construct curb, gutter, sidewalk and curb ramps	\$400,000	\$360,000
47	7	City of Los Angeles	Los Angeles	Hobart Boulevard School, Gulf Avenue School, Raymond Avenue School and 74th Street School	Olympic Blvd., Pacific Coast Highway, Florence Ave. and Avalon Blvd.	Install flashing beacons; Install school and bicycle warning signs; Repair and construct curb, gutter and sidewalks; Improve crosswalks and safety lighting	\$500,000	\$450,000
48	7	City of Artesia	Los Angeles	Niemes, Burbank, Carver, Kennedy and Elliott Elementary Schools; Fay Ross Middle School	In the vicinity of the schools	Provide L.E.D. stop signs with paddles for school crossing guards; Construct sidewalk gap closure	\$300,000	\$270,000
49	7	City of Commerce	Los Angeles	Rosewood Park, Bandini, and Laguna Nueva Elementary Schools	In the vicinity of the schools	Construct sidewalks; Upgrade school crosswalks; Install lighted crosswalks; Upgrade pedestrian crossing signs; Construct pick-up and drop-off area	\$340,920	\$306,828
50	7	City of Monrovia	Los Angeles	Canyon Early Learning Center Elementary School	Canyon Ave. from Almond Ave. to Huntington Dr.	Improve pedestrian crossing; Construct traffic calming and speed reduction features; Construct traffic diversion improvements; Construct off-street pedestrian pathways	\$79,320	\$71,388
51	7	City of Thousand Oaks	Ventura	Banyan Elementary School	Lynn Rd. and Knollwood Dr.	Install lighted crosswalks, traffic circles and flashing beacons	\$105,500	\$94,950
52	7	City of Calabasas	Los Angeles	A.E. Wright Middle School	Between A.E. Wright Middle School and Lost Hills Rd.	Install crosswalk, passenger drop-off area and footbridge	\$195,000	\$175,500
53	7	City of Glendale	Los Angeles	Dunsmore, Glenoaks, Columbus, Carritos, Murf., Fremont and Lincoln Elementary Schools; Toll and Wilson Middle Schools; Clark High School	In the vicinity of the schools	Install lighted crosswalks	\$396,000	\$356,400
54	7	City of Santa Paula	Ventura	Blanchard School, Glen City School, Isbell Middle School and Santa Paula High School	Main St. at Lucada St., Cameron St., Dean Dr. and Fourth St.	Install lighted crosswalks	\$100,000	\$90,000

Safe Routes to School Program - 3rd Cycle

Ref. Caltrans No. District	Agency	County	School Name(s)	Location of Project	Description of Work	Total Project Cost	Federal Share (90%)
40	7 Burbank	Los Angeles	George Washington ES, Ralph Emerson ES, Bret Harte ES	Monrovia Ave. from Glenoaks Blvd. to Parrish Pl., Kenneth Rd. from Cypress Ave. to San Jose Ave., Ontario St. from Jeffries Ave. to Victory Blvd.	Construct missing sections of sidewalk on primary routes to elementary schools. Install in-pavement crosswalk lights. Install high visibility crosswalk treatments. Install signs and pavement markings. Construct curb, gutter, sidewalks and curb ramps.	\$75,000	\$67,500
41	7 Compton	Los Angeles	Longfellow ES, Washington ES, Mayo ES, Roosevelt MS, Baker School, Columbia School, Wright School	Various locations in the vicinity of the schools. Various locations in the vicinity of the schools.	Construct pedestrian crosswalk and new section of bicycle/pedestrian path. Construct curb, gutter and sidewalks. Install fencing, gates, crosswalks and signs.	\$588,445	\$450,000
42	7 El Monte	Los Angeles				\$500,000	\$450,000
43	7 Fillmore	Ventura	Sespe ES, Fillmore MS, Fillmore HS	Along First St. from bike path to school areas.	Construct curb, gutter, sidewalks, and curb ramps. Install signs, stripes and pavement markings.	\$203,874	\$183,487
44	7 Huntington Park	Los Angeles	Huntington Park HS, Gage MS, Miles ES	Miles Ave. from Florence Ave. to Slauson Ave., Gage Ave. from Miles Ave. to State St.	Install in-pavement crosswalk lights, signs, stripes, and bollards. Construct curb, gutter, sidewalks and curb ramps.	\$376,000	\$338,400
45	7 La Puente	Los Angeles	Del Valle ES, Nelson ES, Workman ES, Sierra Vista MS	Various locations in the vicinity of the schools.	Construct curb, gutter, sidewalks and curb ramps. Install signs, stripes and pavement markings.	\$281,000	\$240,000
46	7 Los Angeles	Los Angeles	Valero Street ES, Fulton MS	Noble Ave., Cohasset St., Runnymede St., Saitoy St.	Construct curb, gutter, sidewalks, and curb ramps. Install signs and flashing beacons for "Smart" crosswalk.	\$500,000	\$450,000
47	7 Los Angeles	Los Angeles	Cohasset ES	Cohasset St. from Gloria Ave. to Denmore Ave.	Construct curb, gutter, sidewalks, and curb ramps. Install signs and flashing beacons for "Smart" crosswalk.	\$500,000	\$450,000
48	7 Los Angeles	Los Angeles	Rosemont Avenue ES, Belmont HS	Parkview St. from Coronado Terrace to Coronado St., 3rd St. at Columbia Ave./Crown Hill	Construct curb, gutter, sidewalks, and curb ramps. Install signs and flashing beacons for "Smart" crosswalk.	\$322,000	\$289,800
49	7 Los Angeles	Los Angeles	68th Street ES, Weemes ES, Mann MS, Fairfax HS	Figueras St. at 67th St., Exposition Blvd. at Raymond Ave., Florence Ave. at Saint Andrews Place, Melrose Ave. at Genesee Ave.	Install school and bicycle warning signs with flashing beacons (Smart Pedestrian Warning). Construct and repair curb, gutter, sidewalks and curb ramps. Improve intersection lighting.	\$400,000	\$360,000
50	7 Los Angeles	Los Angeles	Grant ES, Harbor City ES, Los Angeles ES, South Park ES, Marham MS	Hollywood Blvd. at Saint Andrew Place, Western Ave. (SR213) at 255th St., Normandie Ave. at 12th St., Avalon Blvd. at 84th Place, Compton Ave. at 106th St.	Construct, widen or repair sidewalks. Construct curb ramps. Construct curb, gutter, sidewalks and curb ramps.	\$500,000	\$450,000
51	7 South El Monte	Los Angeles	Miramonte ES, El Monte Christian ES, Loma Vista ES	Various locations in the vicinity of the schools.	Construct, widen or repair sidewalks. Construct curb ramps. Construct curb, gutter, sidewalks and curb ramps.	\$167,586	\$150,827
52	7 Ventura County	Ventura	Piru ES	Main St. and Center St.	Construct modified "bulb-out" cut-de-sac. Construct curb, gutter and sidewalks. Install flashing beacons, traffic signs, pavement markings. Construct sidewalk.	\$435,000	\$391,500
53	8 San Bernardino County	San Bernardino	Doris Dickson ES	Roswell Ave. and Pamela Dr.	Construct curb, gutter and sidewalks. Install flashing beacons, traffic signs, pavement markings. Construct sidewalk.	\$170,000	\$153,000
54	8 Yucca Valley	San Bernardino	Omaga ES, Yucca Valley ES, La Contenta Jr. HS	Yucca Valley	Install flashing beacons, traffic signs, pavement markings. Construct sidewalk.	\$231,000	\$207,900
55	8 San Bernardino	San Bernardino	San Bernardino HS	18th St. and "E" St.	Install traffic signal.	\$120,000	\$108,000
56	8 Riverside	Riverside	Monroe ES	Garfield St. from Adams St. to Via San Jose St.	Construct curb, gutter and sidewalks.	\$88,000	\$79,200

Caltrans Local Assistance

State-Legislated Safe Route to School (SR2S) Program
Cycle 8 - Fiscal Year 2009/10

Sorted by Caltrans District

Program Project Id	Caltrans District	Senate District	Assembly District	Agency Name	School Name(s)	Project Location	Project Description	Total Project Cost	State Funds
6670	7	21	43	Burbank	Joaquin Miller ES, Wm. McKinley ES, R.L. Stevenson ES, Jordan MS, and John Burnhough HS	21 SIGNALIZED INTERSECTIONS LOCATED ON ALAMEDA AVE. BETWEEN GLENDALE ST. AND ROSE ST.; CLASS II BIKE LANE ON ALAMEDA FROM MAIN ST. TO VERSTONE ST. INTERSECTIONS; CONSTRUCT CLASS II BIKE LANES	INSTALL PEDESTRIAN COUNTDOWN SIGNAL HEADS AND BICYCLE DETECTION SYSTEM AT 21 INTERSECTIONS; INSTALL PAVERMENT MARKINGS AT SIGNALIZED INTERSECTIONS; CONSTRUCT CLASS II BIKE LANES	\$988,300	\$889,470
6875	7	24	49	El Monte	18 schools in various locations within 3 school districts	VARIOUS LOCATIONS ADJACENT TO 18 SCHOOLS WITHIN 3 SCHOOL DISTRICTS	CONSTRUCT NEW SIDEWALKS, RAISED CROSSWALKS, HIGH VISIBILITY CROSSWALKS, RAMPS, AND DRIVEWAY APPROACHES; INSTALL NEW SIGNAGE	\$1,000,000	\$900,000
6897	7	27	52, 54, 55	Long Beach	Various Schools: 13 ES, 7 MS, and 4 HS	BICYCLE BLVD. ALONG VARIOUS CORRIDORS WITHIN THE CITY LIMITS	IMPROVEMENTS: MINI ROUNDABOUTS, TRAFFIC SIGNAL UPGRADES, SIGNAGE, STRIPING, UPGRADE EXISTING CLASS III BIKEWAY	\$1,912,350	\$859,820
7350	7	24	45	Los Angeles	Latona ES	INTERSECTION OF GRIFFIN AVE. AND AVENUE 43, IN NORTHEAST LOS ANGELES	CONSTRUCT BULBOUTS, HIGHLIGHTED CROSSWALKS; INSTALL SPEED FEEDBACK SIGNS AT THE TARGETED INTERSECTION	\$516,600	\$446,000
6960	7	22	46	Los Angeles	Nevin Avenue ES	ALONG STREET'S SURROUNDING NEVIN AVE. ES	RECONSTRUCT SIDEWALKS, ROADWAY AND DRAINAGE DEVICES, ENHANCED CROSSWALKS, CURB EXTENSIONS, RAMPS, ADD LANDSCAPING AND TRAFFIC CALMING FEATURES	\$1,100,000	\$855,000
6934	7	24	49	Rosemead	Encinita ES, Muscatel MS, Rosemead HS	NEAR 4 TARGETED SCHOOLS: MISSION DR., LOWER AZUSA RD., RIO HONDO AVE., ENCINITA AVE., MUSCATEL AVE., IVAR AVE., AND ELLIS LN.	INSTALL TRAFFIC CALMING DEVICES AND PEDESTRIAN COUNT-DOWN SIGNALS, SIGNAGE, STRIPING, EMBEDDED LED FLASHERS, CONSTRUCT SIDEWALKS, MEDIAN ISLAND	\$1,018,000	\$499,000
6877	7	32	49	South El Monte	Dean L. Shively MS, New Temple ES, Morne Visea ES, Maranome ES, Epiphany Catholic School	THE WEST SIDE OF STROZGER AVE. FROM LERMA AVE. TO RUSH ST.	CONSTRUCT NEW SIDEWALKS, CURB RAMPS, CROSS WALKS	\$359,600	\$323,640
6942	7	27, 30	46, 50	South Gate	Various Schools: 10 ES, 2 MS, and 2 HS	VARIOUS LOCATIONS NEAR 14 SCHOOLS IN THE CITY OF SOUTH GATE	INSTALL 98 COUNTDOWN PED HEADS, 17 DRIVER SPEED SIGNS, 6 SPEED HUMPS, FLASHING BEACON WITH IN-PAVEMENT LIGHT SYSTEM; CONSTRUCT NEW BIKE PATH AND SIDEWALK	\$990,000	\$891,000
6943	7	19	37	Thousand Oaks	Westlake ES	WESTLAKE BLVD. (SR 23) DIRECTLY NORTH OF POTRERO RD.	CONSTRUCT NEW SIDEWALK, CURB RAMPS, CROSSWALK; INSTALL NEW SIGNAGE	\$380,600	\$342,540
6950	7	30	58	Whittier	Mulberry ES, East Whittier MS, and California HS	MILLS AVE. FROM WHITTIER BLVD. TO LAMBERT RD.	INSTALL SIDEWALKS AND CURB RAMPS; SIDEWALK PATHWAY	\$425,000	\$382,500
7106	8	40	80	Coachella	Cesar Chavez ES, Palm View ES, Coral Mt. ES, Peter Pendleton ES, Valley View ES, Bobby Duke ES, and Coachella Valley HS	16 LOCATIONS ALONG KEY ROUTES TO 7 SCHOOL	INSTALL ZEBRA STRIPE CROSSWALKS, SIGNS, ADVANCED STOP/YIELD BARS, BULBOUTS WITH DOUBLE PERPENDICULAR CURB RAMPS, TAPERED CURB EXTENSIONS, NEW SIDEWALKS WITH CURB AND GUTTER, GRANITE PATH, PAVEMENT MARKINGS, AND COUNTDOWN SIGNALS	\$487,500	\$438,750
7105	8	37, 40	80	Desert Hot Springs	Two Bunch Palms ES, Wardlaw ES, Desert Springs MS	ON PIERSON BLVD., HACIENDA DR., AND TWO BUNCH PALMS DR.	CONSTRUCT BULB OUTS AND CURB EXTENSIONS WITH PERPENDICULAR CURB RAMPS AT 7 INTERSECTIONS; CONSTRUCT CROSSING ISLAND; ADD RAPID FLASH LED BEACONS, ZEBRA STRIPE CROSSWALKS, AND ADVANCED STOP BARS	\$499,600	\$449,640
7137	8	37	64	Hemet	Cawston ES, Rancho Viejo MS, Tiquitza HS	INTERSECTION OF NO. CAWSTON AVE. AND MENDO AVE. IN THE NORTHWEST CORNER OF CAWSTON AVE. AND FRUITVALE AVE.	INSTALL NEW TRAFFIC SIGNAL, ASSOCIATED PEDESTRIAN LIGHTS, CROSSWALKS, INTERSECTION AND DRAINAGE IMPROVEMENTS; CONSTRUCT NEW SIDEWALK INFILL	\$786,500	\$707,850
7122	8	37	65	Merifree	Rondard ES	EAST SIDE OF SR 215 NORTH OF SR 74	CONSTRUCT 10000 SQ FT OF 5 SIDEWALK, INSTALL 10 ADA RAMPS, SIGNAGE AND STRIPING, CURB AND GUTTER SYSTEMS, RELOCATE MAILBOXES	\$457,600	\$411,840
7114	8	37	80	Palm Springs	Cielo Vista ES, Chullula ES, Katherine Frickly ES, and Vista del Monte ES	35 LOCATIONS ALONG COMMON ROUTES TO SCHOOL AND 4 KEY LOCATIONS NEAR VARIOUS SCHOOLS	INSTALL ZEBRA STRIPE CROSSWALKS, SIGNS, ADVANCED STOP BARS, NEW SIDEWALKS, RAISED CROSSWALKS, CROSSING ISLANDS, COUNTDOWN AND AUDIO SIGNALS, LED RAPID FLASH BEACONS, CURB RAMPS AND BIKE LANES	\$388,800	\$349,920
7119	8	37	64	Rancho Mirage	Rancho Mirage HS	NORTH OF RAMON RD. AND EAST OF DA WALL DR. BISECTING THE BORDER OF RANCHO MIRAGE AND RIVERSIDE COUNTY	CONSTRUCT CURBS, GUTTERS, SIDEWALKS, RAMP; INSTALL SIGNALS TO PROVIDE TRAFFIC CONTROL AND SAFE PEDESTRIAN ACCESS	\$3,591,000	\$900,000

ES = Elementary School
MS = Middle School
HS = High School

Caltrans Local Assistance

State-Legislated Safe Route to School (SR2S) Program

Cycle 9 - Fiscal Year 2010/11

Sorted by Caltrans District

Project Id	Caltrans District	Senate District	Assembly District	Agency Name	School Name(s)	Project Location	Project Description	Total Project Cost	State Funds
43 09-07-015	7	28	53	Hermosa Beach	Hermosa View ES	16th St. from the Pacific Coast Highway (PCH) to Prospect Ave.; Prospect Ave. from 16th St. to 19th St.; intersections of PCH and 16th St.; PCH and Pier Ave.	Construct sidewalks, curb ramps, and a stand back line with barriers; install zebra patterned crosswalks; install pedestrian countdown signals and school zone signs	\$357,500	\$321,670
44 09-07-017	7	25	51	Inglewood	La Tijera ES	Four intersections adjacent to La Tijera ES and a nearby private school; various locations along La Tijera Blvd., Beach St., Fairview Blvd., 64th St., La Cienega Blvd., and Centinela Ave.	Construct traffic island and bulb-outs; install Class II bicycle lane, school zone signs, crosswalk striping, and beacon signs; initiate a SR2S education and outreach program	\$324,800	\$270,600
45 09-07-019	7	21	44	La Canada Flintridge	La Canada ES, Palm Crest ES, Paradise Canyon ES	Lastheart Drive at Salisbury Rd.; Cornishon Ave.; Ocean View Blvd., Palm Dr., La Canada Blvd. and Gould Ave.	Construct raised crosswalks, 4 speed awareness signs, and new sidewalk connection with education and encouragement campaign.	\$205,000	\$184,500
46 09-07-023	7	27	54, 55	Long Beach	Washington MS, Roosevelt ES, Polytechnic HS, Whittier ES, Lee ES, Bryant ES, Lincoln ES	15th St. between Long Beach Blvd. and Pacific Coast Highway (PCH)	Construct Class III bikeway; conduct education and outreach workshops	\$1,040,000	\$450,000
47 09-07-020	7	17	36	Lancaster	Valley View ES	Ave. L-8 from 30th St. West to 40th St. West	Construct sidewalks and curb ramps; install crosswalks with bulb outs and bicycle lanes	\$1,290,900	\$450,000
48 09-07-036	7	22	45	Los Angeles	Central LA New HS #9 (Visual & Performing Arts HS)	Cesar E. Chavez Ave. from Bunker Hill Ave. to Little Hill St.; intersection of Cesar E. Chavez Ave. and Grand Ave.	Construct bulb-outs/curb extensions and curb ramps; install crosswalks and stop bars; revise traffic signal timing for pedestrians; relocate bus stop; conduct safety education and outreach	\$311,200	\$280,030
49 09-07-033	7	26	43	Los Angeles	Micheltorena Street ES	Intersections of Sunset Blvd. and Micheltorena St.; Micheltorena St. and Hamilton Way; Sunset Blvd. from Micheltorena St. to Golden Gate Ave.; Micheltorena St. from Sunset Blvd. to Hamilton Way	Construct bulb-outs/curb extensions and curb ramps; including crosswalk enhancements; install a sharrow, a bike corral, traffic signage, pavement markings, and landscaping; conduct safety education and outreach	\$395,200	\$355,680
50 09-07-043	7	17, 29, 30, 31	37, 38, 50, 58, 59, 60	Los Angeles County	John A. Rowland HS, Kwis ES, Parmelee ES, Ford Blvd. ES, Mt. Baldy Joint ES, Mint Canyon Community ES, Castaic ES, Castaic MS	Various collector and major roadways adjacent to elementary, middle and high schools	Install radar speed feedback signs and school zone sign improvements	\$222,700	\$200,380
51 09-07-040	7	25	51	Los Angeles County	West Athens ES	Intersection of Vermont Ave. and 119th St.; 119th St., 120th St., and Vermont Ave.	Install a traffic signal; modify the existing raised median; construct left-turn pockets and curb ramps; upgrade to zebra patterned crosswalks and signage	\$446,600	\$401,940
52 09-07-058	7	24	49	Rosemead	Emerson ES, Arlene Bitley ES, Garvey Intermediate	A 1-mile radius area that includes 3 public schools and 8 other schools	Construct sidewalks (infill) and bulb-outs; install lighted crosswalks with pedestrian countdown heads and radar speed feedback signs; upgrade signage and zebra patterned striping	\$526,600	\$450,000

ES = Elementary School
MS = Middle School
HS = High School

Caltrans Local Assistance

State-Legislated Safe Route to School (SR2S) Program
Cycle 10 - Fiscal Years 2011/12 and 2012/13

Sorted by Caltrans District

Project Id	Caltrans District	Agency Name	Senate District	Assembly District	School Name(s)	Project Location	Project Description	Total Project Cost	SR2S Funds
69 SR2S 10-07-Huntington Park-1	7	Huntington Park	30	46	Middleton Street ES	Gage Ave. between Santa Fe Ave. and Malabar St.; Randolph St./Malabar St. Zoo Ave. between Santa Fe Ave. and Middleton St.	Construct bulb-outs, pedestrian refuge islands, install crosswalks, pedestrian countdown heads, flashing beacons, signs, and pavement markings; bike and pedestrian safety education and enforcement program	\$248,000	\$223,000
70 SR2S 10-07-La Puente-1	7	La Puente	24	57	La Puente HS, Sierra Vista MS, Workman ES	Hacienda Blvd. between Nelson Ave. and Glendora Ave.; Glendora Ave. between Nelson Ave. and Hacienda Blvd.; Temple Ave. between Union Ave. and Del Valle Ave.	Install crosswalks, pedestrian countdown heads, speed feedback signs, median fencing, and signs; Construct bulb-outs	\$430,000	\$387,000
71 SR2S 10-07-Lancaster-1	7	Lancaster	17	36	John and Jacquelyn Miller ES	22nd St. West between Ave. K-4 and Ave. K-8; Ave. K-4 between 17th St. West and 22nd St. West	Construct traffic signals, pedestrian paths, curb ramps, and bulb-outs; install crosswalks, bike lanes and road diets; improve existing bike routes, safety education, encouragement and enforcement program	\$1,099,800	\$450,000
72 SR2S 10-07-Lancaster-2	7	Lancaster	17	36	Gifford C. Cole MS, Tierra Bonita ES	Ave. I between 28th St. East and 35th St. East; 30th St. East between Ave. I and Lancaster Blvd.	Construct pedestrian paths, sidewalks, curb ramps, bulb-outs, pedestrian refuge islands; install bike lanes and road diets; safety education, encouragement and enforcement program	\$650,600	\$450,000
73 SR2S 10-07-Los Angeles-1	7	Los Angeles	26	48	Charles H. Kim ES, Saint Brendan School	3rd St./Manhattan Pl.; 2nd St./Oxford Ave.; Oxford Ave. between Beverly Blvd. and 7th St.	Construct curb ramps and bulb-outs; install speed feedback signs, sharrows, signs, and pavement markings; upgrade pedestrian signals	\$500,000	\$450,000
74 SR2S 10-07-Los Angeles-4	7	Los Angeles	20, 21	40, 42, 43	Van Noy ES	Hamlin St. between Sylmar Ave. and Tyrone Ave.; Gilmore St. between Sylmar Ave. and Tyrone Ave.; Tyrone Ave. between Hamlin St. and Gilmore St.; Sylmar Ave. between Hamlin St. and Calvert St.	Install road diet, speed humps, and safety lighting; construct bulb-outs; upgrade crosswalks	\$500,000	\$450,000
75 SR2S 10-07-Los Angeles-7	7	Los Angeles	20	39	Charles Macy MS, Pacoma Charter ES, Vaughn Next Century Learning Center	Pierce St. between San Fernando Rd. and Homerglen Rd.; Herrick Ave. between Pierce St. and Brownell St.	Install bike lanes including bike detection, bike racks, and pavement markings; construct bulb-outs; safety education and enforcement program	\$500,000	\$450,000
76 SR2S 10-07-Los Angeles-6	7	Los Angeles	20	39	Bellingham Primary Center, Roy Romer MS	Archwood St. between Laurel Canyon Blvd. and Lankershim Blvd.	Construct 5 sidewalks, curb and gutter, and curb ramps; install speed humps and signs	\$500,000	\$449,500
77 SR2S 10-07-Los Angeles-2	7	Los Angeles	28	54	Cabrillo Avenue ES, Barton Hill ES, 15th Street ES	Pacific Ave. between O'Farrell St. and 22nd St.	Install road diet, safety education, enforcement and evaluation program	\$465,000	\$445,500
78 SR2S 10-07-Los Angeles-5	7	Los Angeles	22, 26	45, 48, 49	Frank Del Olmo ES, Virgil MS, Young Oak Kim Academy	New Hampshire Ave. between Melrose Ave. and 11th St.; Berendo St./11th St., Heliotrope Dr.; Shatto Pl.	Install bike lanes including bike detection, bike racks, and pavement markings; construct bulb-outs; safety education and enforcement program	\$454,300	\$408,700
79 SR2S 10-07-City of Los Angeles-3	7	Los Angeles	20	40	Andres & Maria Cardenas ES	Calhoun Ave. between Hart St. and Vanowen St.	Construct sidewalks, curb and gutter, and curb ramps	\$2,246,100	\$373,000
80 SR2S 10-07-Los Angeles County-2*		Los Angeles County	17	36	Quartz Hill ES, Joe Welker MS.	50th St. W between Ave. L-12 and Ave. M-8; 55th St. W between Ave. L and Ave. M-8; and Ave. M-4 east of 50th St. W.	Construct sidewalk and curb ramps; pedestrian countdown signals, bike lanes, speed feedback signs, modify culvert	\$817,200	\$200,000
81 SR2S 10-07-Los Angeles County-3	7	Los Angeles County	30	58	Eastman Avenue ES	Union Pacific Ave. between Indiana St. and Maritana Ave.; Diman Ave. between Olympic Blvd. and Union Pacific Ave.; Downey Rd. between Olympic Blvd. and Neakes St.; Sunol Dr. between Union Pacific Ave. and Triggs St.	Install raised medians, speed feedback signs, and speed humps; construct bulb-outs	\$264,100	\$237,600

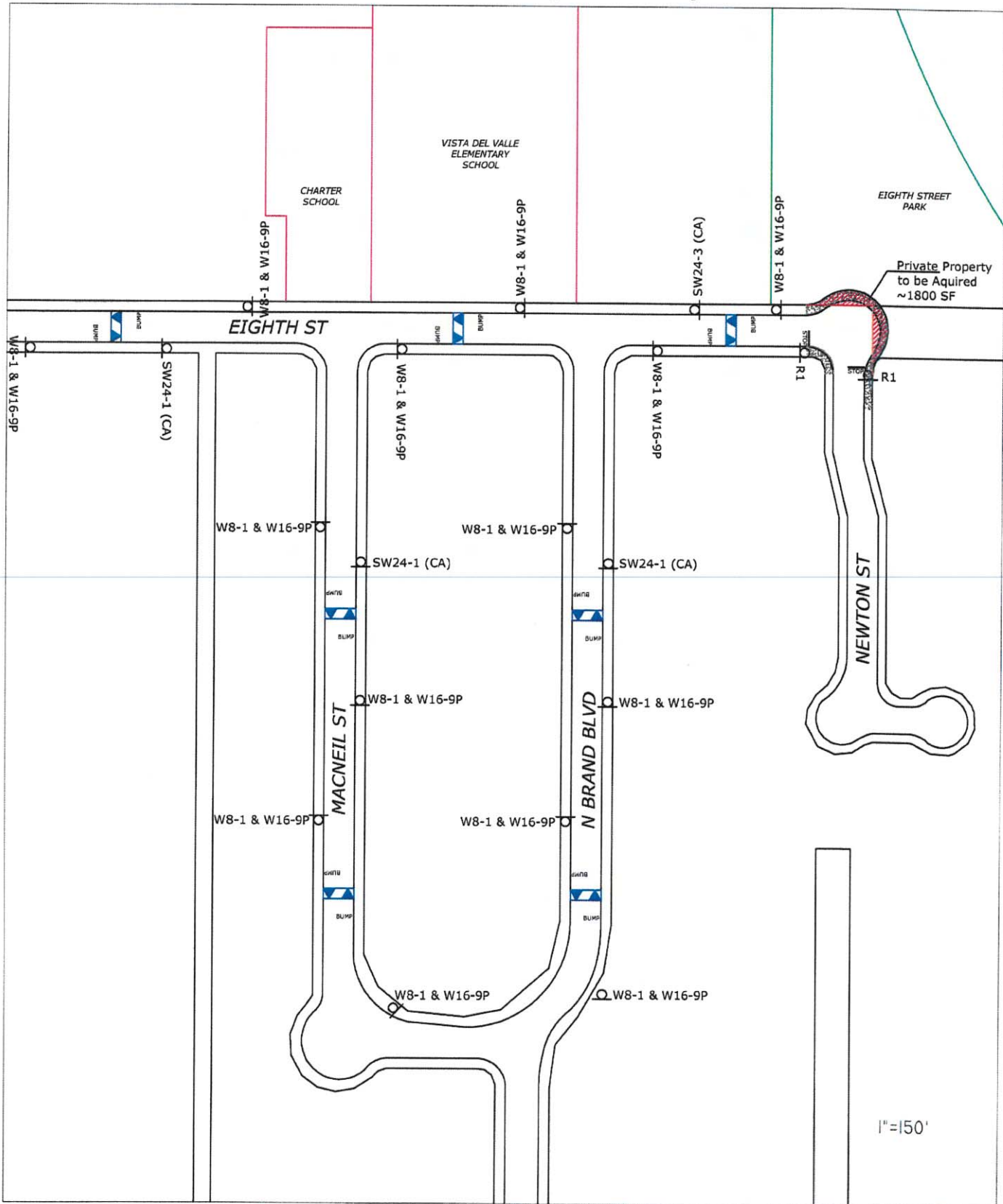
ES = Elementary School

MS = Middle School

HS = High School

* = amended

ATTACHMENT "C"

Modifications for Vista Del Valle
Elementary Vicinity

Parking Citations Issued 800 + 900 Blocks of Eighth St
10/1/12 to 9/30/13

SF1121011004	10/11/2012	09:44	CA	INFI	813 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1121012002	10/12/2012	09:41	CA	AUDI	800 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1121010008	11/01/2012	09:50	CA	TOYT	927 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
316006	11/09/2012	11:02	CA	TOYT	900 BLK EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1121207004	12/07/2012	09:43	CA	BUIC	814 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1121213001	12/13/2012	09:52	CA	TOYT	927 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1121214017	12/14/2012	10:01	CA	BUIC	806 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1130111001	01/11/2013	09:41	CA	AUDI	814 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1130206017	02/06/2013	14:40	CA	FORD	957 EIGHTH ST	Closed	\$0.00	22500(E)	No Pkg/Stop: in Front of Driveway
SF1130220006	02/20/2013	08:04	CA	TOYT	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF1130220007	02/20/2013	08:13	CA	NIS	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF1130220008	02/20/2013	08:16	CA	HOND	900 blk EIGHTH ST	Active	\$60.00	90-210(A)(1)	Red Zone
SF4130301002	03/01/2013	07:49	CA	DDG	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF4130301003	03/01/2013	07:56	CA	CHEV	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF4130301006	03/01/2013	08:02	CA	FORD	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF4130301007	03/01/2013	08:03	CA	TOYT	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF4130301008	03/01/2013	08:16	CA	NISS	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF2130308019	03/08/2013	14:08	CA	FIAT	900 EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF2130412017	04/12/2013	09:43	CA	NISS	809 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1130523006	05/23/2013	07:53	CA	HYUN	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF1130523007	05/23/2013	08:01	CA	TOYT	900 blk EIGHTH ST	Active	\$120.00	90-210(A)(1)	Red Zone
SF2130524017	05/24/2013	09:36	CA	BUIC	806 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1130530005	05/30/2013	08:13	CA	TOYT	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF1130604002	06/04/2013	08:00	CA	HOND	900 BLK EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF1130604003	06/04/2013	08:07	CA	TOYT	900 blk EIGHTH ST	Active	\$120.00	90-210(A)(1)	Red Zone
SF2130705053	07/05/2013	09:39	CA	NISS	814 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF4130809007	08/09/2013	09:54	CA	TOYT	900 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time

ATTACHMENT "C"



OLIVAREZ MADRUGA

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MEMORANDUM

To: Memo to File

From: Johnny McNulty; Rich Padilla

Date: December 11, 2013

Subject: San Fernando Curb change

I. Potential Tort Liability

The issue presented is whether changing the no parking red curb marking located on the north side of 8th Street between Macneil St. and N. Brand Blvd. to a green loading and unloading zone would create a "dangerous condition" thereby exposing San Fernando to liability for injuries proximately caused by the "dangerous condition" of the loading and unloading zone. A public entity is liable for an injury caused by a dangerous condition on its property if: 1) the property was in a dangerous condition at the time of injury, 2) the injury was caused by the dangerous condition, 3) the dangerous condition created a foreseeable risk of the type of injury caused, and 4) negligent act of an employee of the public entity created the dangerous condition or the public entity had prior knowledge/notice of the dangerous condition but failed to take reasonable remedial measures or place adequate warnings. *See* Cal. Govt Code §835.

A "dangerous condition" is defined as "a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used." Cal. Gov't Code §830(a). Applied to our circumstances, altering the no parking red curb to a green loading/unloading zone would be deemed a dangerous condition only if such alteration would create a

substantial risk of injury to persons, i.e. motorists and pedestrians, using the affected roadway and sidewalk with due care as a loading and unloading zone. Put another way, would altering the curb to a loading/unloading zone create a substantial risk above that already present for motorists and pedestrians when motorists and pedestrians use the loading/unloading zone in a reasonable and foreseeable manner? The case of *Cerna v. City of Oakland* (2008) 161 Cal.App.4th 1340 is instructive.

In *Cerna*, a motorist struck a crowd of 6 pedestrians crossing an intersection while walking towards a school, killing one child and injuring the other 5 people. The intersection had a marked cross-walk and street signs indicating a pedestrian crossing. For purposes of public immunity the court noted that a dangerous condition exists when the public property is physically damaged or the physical characteristics of its design, location, features, or relationship to its surroundings endangers users. A public entity may be liable for a dangerous condition even when a third party's negligent or illegal act is the direct cause of the injury so long as the dangerous condition had some causal relationship to the third party's action resulting in the injury. See *Cerna* at 1348; *Bonanno v. Central Contra Costa Transit Authority* (2003) 30 Cal.App.4th 139, 148-149 ("Public liability lies under [Government Code] section 835 only when a feature of the public property has 'increased or intensified' the danger to users from third party conduct."). The *Cerna* court held that the intersection was not a dangerous condition despite plaintiffs' arguments that additional signage and street markings, traffic signals, crossing guards should have been present for a cross-walk near a school zone. On the contrary, the court found that any of the additional risks to pedestrians because of how Oakland marked the intersection were of a minor, trivial, or insignificant nature in view of the surrounding circumstances that no reasonable person would conclude that the condition of the intersection created a substantial risk of injury.

The ruling in *Cerna* stands for the proposition that when a city uses its discretion to place traffic control signs and measures on public thoroughfares, the city does not expose itself to liability for creating a dangerous condition so long as the application of such discretion does not create conditions that would create a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when the property is used with due care in a manner in which it is reasonably foreseeable that it will be used.

Once a public entity, such as the City of San Fernando, exercises its discretion by altering the curb zoning on a public thoroughfare, it will expose itself to tort liability only if the alteration creates a dangerous condition, as described above. Under the facts presented, it does not appear that changing the red zone on 8th Street to a green loading/unloading zone would create a dangerous condition. By making this change, San Fernando may expect that there would be more vehicular and foot traffic along that stretch of 8th Street. It would create an additional pick-up and drop-off location for parents of children at the Vista Del Valle Dual Language Academy. However, it is our understanding that children are already dropped off on 8th Street to the south of the Academy. By changing the curb zoning and making other improvements noted in Robert Dickey's Traffic Modification Request dated November 20, 2013, San Fernando may very well enhance the safety of the 8th Street drop off locations. Speed humps, stop signs, turn around locations, and more appropriate curb zoning would ensure that all drivers have clear notice of permitted vehicular operations in the area. If these improvements, as currently described, increased the pre-existing risk of injury to motorists or pedestrians, the increased risk would likely be minor, trivial or insignificant such that no reasonable person would conclude that the condition created a substantial risk of injury. Additionally, cases support a public entity's use of discretion in determining which safety

precautions to take in regulating the flow of pedestrian and vehicular traffic. *See Mixon v. State* (2012) 207 Cal.App.4th 124.

The only feasible way that San Fernando would face liability here is via a third party cause injury, specifically, if a motorist hit a pedestrian. Under the standards set forth in *Cerna* and *Bonanno*, the condition of alerting the curb from red zone to green zone would have to “intensify” or “increase” the danger posed by third parties. This appears to be unlikely given the safety oriented changes being promoted along with the curb zoning change.

It must be noted here that San Fernando, like all other public entities, is entitled to all defenses in a tort suit. Thus, San Fernando would be entitled to the defenses of comparative negligence, third party negligence, and assumption of risk for any injuries that may have been alleged to relate to the curb being a dangerous condition. Additionally, San Fernando would have the additional statutory defense of reasonableness in the design and placement of the loading/unloading zone. *See* Cal. Govt Code §835.4(a) (“A public entity is not liable under subdivision (a) of Section 835 for injury caused by a condition of its property if the public entity establishes that the act or omission that created the condition was reasonable. The reasonableness of the act or omission that created the condition shall be determined by weighing the probability and gravity of potential injury to persons and property foreseeably exposed to the risk of injury against the practicability and cost of taking alternative action that would not create the risk of injury or of protecting against the risk of injury.”)

A related area of law is that of “design immunity” for public entities. Design immunity is codified in §830.6 of the Government Code. In pertinent part, it immunizes public entities from injuries caused by improvements to public lands so long as the improvement was approved in advance by the entity’s governing body and such approval was reasonable under the circumstances. *See* Cal. Govt Code §830.6; *Cornette v. Dept. of Trans.* (2001) 26 Cal.4th 63, 69 (“The rationale for design immunity is to prevent a jury from second-guessing the decision of a public entity by reviewing the identical questions of risk that had previously been considered by the government officers who adopted or approved the plan or design. To permit reexamination in tort litigation of particular discretionary decisions where reasonable men may differ as to how the discretion should be exercised would create too great a danger of impolitic interference with the freedom of decision-making by those public officials in whom the function of making such decisions has been vested”); *Hampton v. County of San Diego* (2013) 218 Cal.App.4th 286.

The Traffic Modification Request discusses entering into an MOU with the LAUSD to amend the EIS to allow for alternate access along 8th Street. If the improvements were part of an MOU, were scrutinized by all relevant parties, and were determined to be properly designed to achieve the purpose of providing more efficient ingress and egress to the Academy, then there will be deference given to San Fernando’s exercise of discretion.

II. Potential Nuisance Liability

There is a small potential that private property owners in the vicinity of the improvement might complain and bring a nuisance lawsuit. The nuisance would be associated with an increase in vehicular and pedestrian traffic, increased noise, and other related issues. Because affected properties are already

affected by school related traffic and were subjected to the noise of the prior school construction, it is highly doubtful that the improvements will increase the likelihood of a nuisance action from local property owners. Additionally, if it is found that the the improvements would likely improve the flow of traffic, such a finding would be a strong defense in any nuisance suit brought by a private owner. The improvements would

San Fernando would be entitled to all statutory immunities, and importantly, California Civil Code §3482 provides that “nothing which is done or maintained the under express authority of a statute can be deemed a nuisance. *See Mikkelsen v. State* (1976) 59 Cal.App.3d 621 (design immunity defense held to apply in a nuisance action.). Pursuant to Vehicle Code §21458 San Fernando is entitled to place the appropriate curb markings on streets under its jurisdiction, thus it has immunity from nuisance suits premised on San Fernando’s selection of curb markings.

Los Angeles Unified School District

Office of Environmental Health and Safety

JOHN E. DEASY, Ph.D.
Superintendent of Schools

ENRIQUE G. BOULL'T
Chief Operating Officer

JOHN STERRITT
Director, Environmental Health and Safety

February 14, 2014

Ms. Marlene Miyoshi
Interim Public Works Director
CITY OF SAN FERNANDO
117 Macneil Street
San Fernando, CA 91340

SUBJECT: Traffic and Pedestrian Safety Conditions at Vista Del Valle Dual Language Academy

Dear Ms. Miyoshi:

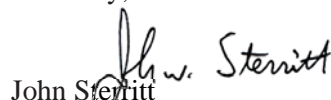
Thank you for taking the time to discuss issues related to traffic and pedestrian safety on Wednesday, February 12, 2014 at the referenced Los Angeles Unified School District (LAUSD) campus. We appreciate your willingness to consider actions necessary to mitigate issues that we have determined to be an imminent hazard.

Specifically, as discussed, we have made the determination (see attached Memorandum) that current conditions at the campus have created an emergency for pedestrian safety. In order to mitigate this condition, we are proposing that the "red-curb" along 8th Street adjacent to the campus be removed and replaced with a limited parking zone. LAUSD is looking for the City's expeditious consideration and support for this proposed measure.

In support of this determination and the proposed measure, our California Environmental Quality Act (CEQA) Advisor recommended that, in compliance with CEQA, LAUSD will file a Categorical Exemption 15270 – Emergency Projects. This exemption may be invoked for "specific actions necessary to prevent or mitigate an emergency" (see attached Memorandum).

Thank you, again, for your consideration and your immediate attention to this matter.

Sincerely,


John Sterritt
OEHS Director

Digitally signed by John Sterritt
DN: cn=John Sterritt, o=LAUSD, ou=OEHS,
email=john.sterritt@lausd.net, c=US
Date: 2014.02.14 15:42:25 -08'00'

c: Antonio Lopez, Mayor, City of San Fernando
Monica Ratliff, Member, Board of Education
Fred Ramirez, Interim City Manager, City of San Fernando
Greg Garcia, Director, Facilities Services Division, LAUSD
Julio Anleu, Field Representative, Board District 6
Krisztina Tokes, Facilities Services Division, LAUSD
Amanda Rios, Facilities Services Division, LAUSD
Pat Schanen, Office of Environmental Health and Safety, LAUSD
Anthony Espinoza, Office of Environmental Health and Safety, LAUSD
333 South Beaudry Avenue, 28th Floor, Los Angeles, CA 90017 • Telephone (213) 241-3199 • Fax (213) 241-6816

*The Office of Environmental Health and Safety is dedicated to providing a safe and healthy environment
for the students and employees of the Los Angeles Unified School District.*

INTEROFFICE CORRESPONDENCE
Los Angeles Unified School District
Office of Environmental Health and Safety

TO: John Sterritt, Director
Office of Environmental Health and Safety

DATE: Jan. 31, 2014

FROM: John R. Anderson
Senior CEQA Advisor

**SUBJECT: CEQA COMPLIANCE FOR IMMINENT SAFETY HAZARD AT VISTA
DEL VALLE DUAL LANGUAGE ACADEMY**

Based on the determination that an imminent hazard to pedestrian safety exists at Vista Del Valle Dual Language Academy and the recommended solution of allowing pick-up and drop-off activities along 8th Street in the City of San Fernando, I am recommending the following action to comply with the California Environmental Quality Act (CEQA):

Filing of a Notice of Exemption (NOE) under Categorical Exemption 15270 – Emergency Projects. This exemption may be invoked for “specific actions necessary to prevent or mitigate an emergency.”

The determination by the Safety Officers (see attached memorandum) clearly documents an emergency condition at this school.

Please let me know if you have any questions in this regard.

c: Greg Garcia, FSD
Amanda Rios, FSD
Pat Schanen, OEHS
Anthony Espinoza, OEHS

INTEROFFICE CORRESPONDENCE
Los Angeles Unified School District
Office of Environmental Health and Safety

TO: John Sterritt, Director
Office of Environmental Health and Safety

DATE: Jan. 31, 2014

FROM: Brad Smith, Environmental Health Supervisor
Office of environmental Health and Safety

**SUBJECT: IMMINENT SAFETY HAZARD AT VISTA DEL VALLE DUAL
LANGUAGE ACADEMY**

I have been working with the school since it's opening in 2010 in regards to traffic and safety issues regarding the student pick-up and drop off locations. There is a an imminent hazard to pedestrian safety at Vista Del Valle Dual Language Academy.

The school uses the on site drop off and pick up area located in the school's staff parking area. Both staff and the public use the same driveways for entering and exiting the parking lot. Congestion is caused by the school buses and kindergarten parents parking to drop off students and also parents trying to maneuver around the parked vehicles to get to the loading and unloading zones.

Bromont Avenue narrows to approximately 18 feet by the parking lot exit and Brand Street is also 18 feet wide which creates additional congestion when exiting the parking lot. The school has no alternate pick up and drop off location since 8th Street has a red painted curb by the access gate and to the north and south of the school are residential dwellings.

Allowing the 8th Street school access gate to be used by removing the red painted curb would alleviate the overcrowding of the student pick up and drop off areas on Bromont Avenue and make the school safer during pick up and drop off times.

Please let me know if you have any questions in this regard.

c: Greg Garcia, FSD
Amanda Rios, FSD
Pat Schanen, OEHS
Anthony Espinoza, OEHS

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager
By: Marlene Miyoshi, Interim Public Works Director
Ken Jones, Administrative Analyst

DATE: May 5, 2014

SUBJECT: Consideration to Amend the Contract with TECS Environmental Compliance Services, Inc. for Municipal National Pollution Discharge Elimination System (NPDES) Compliance Assistance

RECOMMENDATION:

It is recommended that the City Council:

- a. Amend Contract No. 1689 with TECS Environmental Compliance Services, Inc. (TECS Environmental), for NPDES Compliance Assistance, including:
 - i. Extend the Contract from November 19, 2014 to June 30, 2015;
 - ii. Approving the scope of services for Fiscal Years 2013-2014 and 2014-2015; and
 - iii. Approving a not-to-exceed budget of \$41,750 (for FY 2013-2014) and \$60,530 (for FY 2014-2015); and
- b. Authorize the City Manager to execute Contract No. 1689(a) (Attachment "A").

BACKGROUND:

1. In 1987, the United States Congress amended the 1972 Clean Water Act, requiring the United States Environmental Protection Agency (USEPA) to create NPDES requirements for storm water discharges.
2. In 1990, the USEPA developed the NPDES Storm Water Program requiring permits for Municipal Separate Storm Sewer Systems (MS4) located in counties with populations of 100,000 or more.

Consideration to Amend the Contract with TECS Environmental Compliance Services, Inc. for Municipal National Pollution Discharge Elimination System (NPDES) Compliance Assistance

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3. Since 1996, the California Regional Water Quality Control Board Los Angeles Region (Regional Board) has adopted, revised, and updated the MS4 Permit requirements for the County of Los Angeles and the incorporated cities (with the exception of the City of Long Beach).
4. In 2012, the MS4 Permit was expanded to address all aspects of municipal functions in operations and land development. This required a watershed approach to the management of total maximum daily loads (TMDL) of bacteria, trash, lead, copper, etc, and stricter limitations for non-storm water discharges.
5. In June 2012, the Public Works Department issued a Request for Proposals (RFP) for NPDES Compliance Services and subsequently received two proposals in response to an RFP. The RFP however, did not include the preparation of the City's new watershed management plan. On November 19, 2012, the City entered into a Professional Services Agreement with TECS Environmental for the RFP services.
6. In December 2013, the City Council approved participation in the Upper Los Angeles River Enhanced Watershed Management Plan (EWMP) and joined the City of Los Angeles and 17 other public agencies in said EWMP. City Council also approved EWMP consulting services to be provided by Willdan Engineering.

ANALYSIS:

The current contract with TECS Environmental is for a two-year period (i.e., November 19, 2012 to November 19, 2014). This 24-month contract term however covers three fiscal years (i.e., 2012-2013, 2013-2014, and 2014-2015). Additionally, while the contract term is 24 months, the agreement only included a scope of services and budget for the first fiscal year. Nevertheless, TECS Environmental continued to provide compliance services this fiscal year as they did in FY 2012-2013.

At this time, staff is seeking to clarify: 1) the term of the contract; 2) the scope of services for the second and third years of services; and 3) the corresponding contract budgets for those years.

Staff believes aligning the current contract with the City's fiscal year (i.e., July 1 to June 30) will allow for more accurate monitoring of services performed and payments made. Staff is proposing to extend the TECS Environmental contract term to June 30, 2015, which will coincide with the completion of the EWMP. It is staff's intent to combine all NPDES related services at that time into one RFP and one professional services contract going forward.

Fiscal Year 2013-2014

TECS Environmental has provided a detailed scope of work and budget for each fiscal year in question. The current fiscal year services are the same scope of work as the previous year of

Consideration to Amend the Contract with TECS Environmental Compliance Services, Inc. for Municipal National Pollution Discharge Elimination System (NPDES) Compliance Assistance

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services, and is provided at a cost of \$41,750. The small increase from the previous year's cost of \$39,000 is due to attendance at a State Water Resources Control Board public hearing in Sacramento. Meeting attendance outside of the metropolitan area will not be included in FY 2014-2015 services.

Fiscal Year 2014-2015

The FY 2014-2015 scope of services is an expanded scope and an increase in the budget to a not-to-exceed amount of \$60,530. The scope of services can be broken down into two components: 1) continuing compliance services; and 2) inspection of commercial and industrial businesses subject to NPDES regulations. The industrial and commercial inspections are mandated in the current MS4 permit and the City has not as yet conducted the inspections. One round of inspections must be conducted within two years of the order (i.e., by December 2014).

Under current permit (Order No. R4-2012-0175 / NPDES Permit No. CAS004001), each Permittee (the City) shall inspect all commercial facilities to confirm that storm water and non-storm water Best Management Practices (BMPs) are being effectively implemented in compliance with municipal ordinances. Each Permittee must inspect all industrial facilities to confirm that each establishment has:

- A current Waste Discharge Identification (WDID) number for coverage under the Industrial General Permit, and that a Storm Water Pollution Prevention Plan (SWPPP) is available on-site, or
- Applied for, and has received a current No Exposure Certification for the facility; and
- Effectively implemented BMPs in compliance with municipal ordinances.

The final year of services will be provided at a cost of \$60,530 (includes \$26,405 for the inspection service described above). All services will be paid using a combination of General Fund, Gas Tax funds, and Sewer Enterprise Fund.

BUDGET IMPACT:

The current fiscal year budget did include appropriations for this fiscal year's services so there will be no impact on the General Fund. Next fiscal year's services has been included in the Public Works proposed FY 2014-2015 budget. It is staff's intent to seek City Council approval of a new FY 2014-2015 industrial and commercial business fee for NPDES compliance inspections to cover the City's cost of inspections.

Consideration to Amend the Contract with TECS Environmental Compliance Services, Inc. for Municipal National Pollution Discharge Elimination System (NPDES) Compliance Assistance

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CONCLUSION:

Staff recommends the continuation of TECS Environmental services to meet the NPDES MS4 Permit requirements. However, the current contract is unclear and to clarify and continue services, staff is recommending: 1) the extension of the term of the contract; 2) approval of the scope of services for the second and third fiscal years of services; and 3) approval of the corresponding contract budgets for those years.

ATTACHMENT:

A. Contract No. 1689(a)

ATTACHMENT "A"
CONTRACT NO. 1689(a)

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
(CONTRACT NO. 1689) FOR MUNICIPAL NATIONAL POLLUTION
ELIMINATION SYSTEM COMPLIANCE ASSISTANCE SERVICES**

THIS FIRST AMENDMENT ("Amendment") to that certain November 19, 2012 "Agreement for Professional Services" (Contract No. 1689) executed by and between the **City of San Fernando**, a municipal corporation ("CITY") and **TECS Environmental, Inc.**, a California corporation ("CONSULTANT") is made and entered into this _____ day of _____ 2014. For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT and the capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably.

RECITALS

WHEREAS, the CITY and CONSULTANT have entered into that certain Agreement for NPDES Compliance Assistance Services dated November 19, 2012 (the "Master Agreement"); and

WHEREAS, the term of the Master Agreement was initially set at twenty-four (24) months which will expire on November 19, 2014;

WHEREAS, the engagement memorialized as a 24-month engagement under the Master Agreement was originally contemplated to be an engagement spanning three CITY fiscal years and including a broader scope of services than was memorialized in the Master Agreement (The Master Agreement, including all of its attached exhibits are attached and incorporated into this Amendment as Exhibit B);

WHEREAS, the Parties desire to amend the Master Agreement to extend the term of service to June 30, 2015, establish the broader scope of services that was originally contemplated prior to the execution of the Master Agreement and establish a budget that contemplates a three fiscal year engagement commencing with the 2012-2013 CITY fiscal year and ending with the close of the 2014-2015 CITY fiscal year.

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

1. Section 1. (DEFINITIONS), subsections A. and D. of the Master Agreement are hereby amended as follows:
 - A. "Scope of Services": Such professional services as set forth in Exhibit A and Exhibit A – Revised attached hereto and incorporated herein by this reference. Exhibit A-Revised is

composed of the following two documents: (i) that certain document entitled “TECS Environmental Proposal to Provide Municipal NPDES Compliance Assistance to the City of San Fernando – Fiscal Year 2013-2014” (hereinafter, “Work Scope 13-14”; and (ii) that certain document entitled “TECS Environmental Proposal to Provided Municipal NPDES Compliance Assistance to the City of San Fernando – Fiscal Year 2014-2015” (hereinafter, “Work Scope 14-15”). For purposes of this Agreement, the term “Work Scope 12-13” shall mean and refer to the scope of work/services attached as Exhibit A.

D. “Expiration Date”: June 30, 2015

2. Section 7. (COMPENSATION), subsection A. of the Master Agreement is hereby amended in its entirety as follows:

A. CITY agrees to compensate CONSULTANT for services provided under this Agreement and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed THIRTY-NINE THOUSAND DOLLARS (\$39,000) for all services and tasks performed under Work Scope 12-13 during CITY fiscal year 2012-2013; a sum not to exceed FORTY-ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$41,750) for all services and tasks performed under Work Scope 13-14 during CITY fiscal year 2013-2014; and a sum not to exceed SIXTY THOUSAND THREE HUNDRED FIFTY DOLLARS (\$60,350) for all services and tasks performed under Work Scope 14-15 during CITY fiscal year 2014-2015. Work performed and services provided by CONSULTANT to date under Work Scope 12-13; Work Scope 13-14; and/or Work Scope 14-15 shall be budgeted and paid for against the appropriate fiscal year budget corresponding to specific work scope in question and under no circumstances shall CONSULTANT perform work or incur costs that would cause CONSULTANT to exceed the three not-to-exceed budgets set forth above unless such additional expenditures have been expressly approved by the City Council and memorialized in the form a written amendment executed by the Parties. In so far as CITY has already paid for work invoiced to it, such payment shall be debited against the appropriate budget indicated above. For purposes of this Agreement, Work Scope 12-13, Work Scope 13-14 and Work Scope 14-15 may be referred to collectively by the term “Work Scopes”. City, at times, reserves the right to reassign the work, services and tasks contemplated under the Work Scopes to any employee of the City or any third-party vendor in CITY’s sole and absolute discretion. Except to the extent CONSULTANT has actually performed and rendered any of the works, services or tasks contemplated under the Work Scopes, CONSULTANT shall not be entitled to all or any part of the budgeted sums identified above.

3. Section 18. (Termination of Agreement) of the Master Agreement is hereby amended in its entirety as follows:

A. Termination for Convenience: CITY may, by written notice to CONSULTANT, immediately terminate this Agreement at any time and without cause by giving written notice to CONSULTANT of such termination, and specifying the effective date of such termination. Upon termination, CONSULTANT shall be compensated only for all such

work, services and tasks which have been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 30 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the work services and tasks set forth in the Work Scopes. CONSULTANT shall be required to provide such documents and other information within fifteen (15) calendar days of the request.

- B. Termination for Cause: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days prior written notice of termination on the grounds of breach (a "Breach-Termination Notice"). CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.
- C. 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.
- D. Suspension: CITY, in its sole and absolute discretion, reserves the right to suspend CONSULTANT's performance under this Agreement at any time and for any reason or for no reason at all, including during any cure period for an Event of Default or upon the issuance of a Breach-Termination Notice described above.

4. Section 20. (NOTICES) of the Master Agreement is hereby amended as follows:

If to CITY:

Attn: Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1223
Facsimile: (818) 361-6728

With courtesy copy to:

Attn: City Manager
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1201
Facsimile: (818) 361-7631

5. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment, inclusive all Attachments to the Amendment and together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.
6. The provisions of this Amendment shall be deemed a part of the Master Agreement. Except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the provisions of the Master Agreement.
7. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to CONSULTANT following execution.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SAN FERNANDO

TECS Environmental Compliance
Services, Inc.

Brian Saeki
City Manager

By: _____
Ray Tahir
Principal

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014

I. SCOPE OF SERVICES:

Program Task	Description	Completion Dates
1. General Permit and Program Management	<p>a. Attend Los Angeles River Watershed, Executive Advisory Committee, TMDL, Public Education Outreach and other relevant Stormwater-related meetings.</p> <p>b. Meet with City staff, (Public Works and Planning) at a frequency to be agreed upon between the City and consultant to communicate important compliance information to staff; pick-up plans and other documents relating to development planning/SUSMP and Construction Program compliance; and obtain other documents including but not limited to Illicit connection and discharge reports.</p> <p>c. Prepare annual report for submittal to the principal permittee and the Los Angeles Regional Water Quality Control Board.</p> <p>d. Provide City staff with a recommended annual NPDES compliance budget.</p> <p>e. Provide City with various updates, advisories, and action items requiring City staff involvement</p> <p>f. Prepare unanticipated documents for the City (e.g., letters in re: country-wide stormwater fee, legislative comment letters, responses to regulatory agencies.)</p>	<ul style="list-style-type: none"> • ELAC, TMDL meetings are generally held on a monthly basis; watershed meetings are held every other month; and public education meetings are held quarterly • Monthly or more frequently as determined by need • No later the first week in September • No later than March of each year • Updates are provided monthly; other documents are provided as often as necessary • As often as necessary

EXHIBIT "A"

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

Program Task	Description	Completion Dates
2. Illicit Connection and Discharge Detection and Elimination	<ul style="list-style-type: none"> a. Review and revise as necessary update procedures for encouraging public reporting of illicit connections/ discharges; logging such reports; and responding to illicit discharge/connection complaints within time-frames specified in the MS4 permit. b. Respond to illicit connection/discharge complaints and provide follow-up if necessary. c. Submit a list of Illicit connection and discharge locations in GIS to the County of Los Angeles Department of Public Works d. Conduct annual training to impacted City staff in accordance with MS4 Permit. 	<ul style="list-style-type: none"> • No later than November of each year • As often as such incidents arise • December (the time the County typically requires the data) • No later than September of each year
Program Task	Description	Completion Dates
3. Development Planning	<ul style="list-style-type: none"> a. Review development projects for compliance with Standard Urban Stormwater Mitigation Plan (SUSMP) and site-specific mitigation requirements and prescribe conditions for mitigating Post-construction runoff. b. Prepare fact sheets and guidelines to facilitate developer compliance with SUSMP and site specific mitigation projects. c. Provide plan review/checking services for subject SUSMP and site specific mitigation projects. 	<ul style="list-style-type: none"> • This task is variable; it depends on the number of SUSMP projects that are brought to the City for review. • No later than October of each year • This task is variable; it depends on the number of SUSMP projects that are

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

		brought for review
	d. Inspect SUSMP project sites for proper installation/construction of post-construction runoff pollution mitigation controls.	<ul style="list-style-type: none"> The task is variable; it depends on the number of SUSMP projects that are brought to the City for review
	e. Prepare maintenance agreement to assure proper function of Post-construction runoff pollution mitigation controls.	<ul style="list-style-type: none"> No later than 30 days after the applicant agrees to SUSMP conditions
	f. Review CEQA documents for Stormwater impacts and recommend if necessary runoff pollution mitigation measures.	<ul style="list-style-type: none"> As often as necessary. Reviews shall be completed within 30 days after receipt of the CEQA documents
	g. Review proposed General Plan element (land use, open space, conservation, and housing) to include stormwater quality/quantity considerations	<ul style="list-style-type: none"> As often as necessary. Reviews shall be completed within 30 days after receipt of the General Plan document
	h. Provide annual development training to impacted City staff including public works, planning, building and safety, and code enforcement.	<ul style="list-style-type: none"> No later than September of each year
Program Task		Description
4. Development Construction	a. Review City and non-City projects for compliance with development construction requirements.	<ul style="list-style-type: none"> As often as necessary. Reviews shall be completed within 30 days after receipt of project documents
	b. Provide fact sheets regarding projects that are subject to General Construction Stormwater Activity Permit (GCASWP) and minimum best management practices (BMP) requirements.	<ul style="list-style-type: none"> No later than November of each year

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
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	c. Provide checklists to determine whether projects are subject to GCASWP or minimum BMP requirements.	• No later than November of each year
	d. Provide development construction training to impacted public works and building/safety staff.	• No later than September of each year
	e. Use data base to track 1 acre-plus projects requiring GCASWPs for reporting to the Los Angeles Regional Water Quality Control Board	• No later than one week after project has been assigned a WDID # from
	f. GPS track development construction projects to generate a GIS layer showing locations of project sites relative to storm drains/catch basins	• No later than one week after project information has been received by TECS staff
Program Task	Description	
5. Public Agency	a. Review Storm Water Pollution Prevention Plan for the City's vehicle/maintenance facility and update as necessary.	• No later than December of each year
	b. Assure the prescription and assignment of appropriate BMPs for special events.	• Will be completed a month prior to the special event
	c. Provide training to impacted maintenance personnel including but not limited to sewer, storm drain, street, parks, recreation, and equipment and vehicle maintenance.	• No later than September of each year
Program Task	Description	
6. Public Education/Outreach	a. Provide various City departments with materials, including, but not limited to, newspaper articles, pamphlets, training materials and site visit handouts for production and use by the City.	• To be discussed with City Staff

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
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		<ul style="list-style-type: none"> • To be discussed with City Staff 	
	<ul style="list-style-type: none"> b. Conduct Pollution Prevention Outreach programs to various audiences and groups in accordance with current MS4 permit requirements 		
	<ul style="list-style-type: none"> c. Upload pollution prevention materials on City's web site. 	<ul style="list-style-type: none"> • To be discussed with City Staff 	
Program Task	Description		
7. Commercial/Industrial Site Inspection Program	<ul style="list-style-type: none"> a. Develop updated data base identifying businesses subject to the MS4 permit's industrial/commercial inspection program 	<ul style="list-style-type: none"> • This task can be deferred to FY 2013-2014 or even later because the draft MS4 permit does not require implementation of the program until 2 years after effective date of the permit (45 days from the date of the adoption) 	
	<ul style="list-style-type: none"> b. Conduct inspections of industrial/commercial facilities 	<ul style="list-style-type: none"> • See above 	
	<ul style="list-style-type: none"> c. GPS-plot inspected facilities and generate a GIS layer over a map showing City storm drains/catch basins 	<ul style="list-style-type: none"> • See above 	
	<ul style="list-style-type: none"> d. Record inspected facilities in ACCESS data base for subsequent reporting to the Los Angeles Regional Water Quality Control Board 	<ul style="list-style-type: none"> • See above 	
	<ul style="list-style-type: none"> e. Send letters of non-compliance to subject industrial/commercial facilities 	<ul style="list-style-type: none"> • See above 	
	<ul style="list-style-type: none"> f. Notify the Los Angeles Regional Water Quality Control Board of non-compliant facilities. 	<ul style="list-style-type: none"> • See above 	

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

8. Permit/TMDL Advocacy	<p>g. Prepare inspection reports for the City</p> <p>a. Attend public hearings/workshops</p> <p>b. Prepare comment letters and correspondence to State elected and other impacted parties</p> <p>c. Prepare power point presentations</p> <p>d. Prepare, if necessary, an administrative petition challenging MS4 permit</p> <p>e. Assist in retaining legal counsel to review petition and provide other related-legal services</p>	<ul style="list-style-type: none"> • See above • Prior to October 1st of each year • See above • See above • See above • See above
9. Outfall Monitoring	<p>a. Conduct one round of dry weather (includes identifying 1 Of 3 of the City's outfalls as a representative sampling point, take flow measurements, collect samples for metals, bacteria, and required NPDES pollutant parameters)</p>	<ul style="list-style-type: none"> • Prior to October 1st of each year

EXHIBIT "A - REVISED"

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2013-2014**

I. SCOPE OF SERVICES

Program Task	Description	Completion Dates
1. General Permit and Program Management	<p>a. Attend Los Angeles River Watershed, Executive Advisory Committee, TMDL, Public Education Outreach and other relevant Stormwater-related meetings (4 meetings)</p> <p>b. California State Water Resources Control Board As needed- Attend Public Hearings in Sacramento; Power Point Presentations.</p> <p>c. Meet with City staff, (Public Works and Planning) at a frequency to be agreed upon between the City and consultant to communicate important compliance information to staff; pick-up plans and other documents relating to development planning/SUSMP and Construction Program compliance; and obtain other documents including but not limited to Illicit connection and discharge reports (monthly)</p> <p>d. Provide City staff with a recommended annual NPDES compliance budget</p> <p>e. Provide City with various updates, advisories, and action items requiring City staff involvement</p> <p>f. Document Preparation - Prepare unanticipated</p>	<ul style="list-style-type: none"> EAC, TMDL meetings are generally held a monthly basis; watershed meetings are held every other month; and public education meetings are held quarterly TBD Monthly or more frequently as determined by need No later than March of each year Updates are provided monthly; other documents are provided as often as necessary Through June of 2014

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
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	documents for the City (e.g., letters in re: county-wide stormwater fee, legislative comment letters, responses to regulatory agencies)	
	g. Trash TMDL management	<ul style="list-style-type: none"> Through June of 2014
	h. Bacteria, metals, and nutrient TMDL management	<ul style="list-style-type: none"> Through June of 2014
Program Task	Description	Completion Dates
2. Annual Reports	a. Prepare annual reports for MS4 permit, trash TMDL and other TMDLs if necessary	<ul style="list-style-type: none"> December of 2013
3. Illicit Connection and Discharge Detection and Elimination	a. Review and revise as necessary update procedures for encouraging public reporting of illicit connections/discharges; logging such reports; and responding to illicit discharge/connection complaints within time-frames specified in the MS4 permit b. Respond to illicit connection/discharge complaints and provide follow-up if necessary	<ul style="list-style-type: none"> By June 30, 2014 Through June 30, 2014
Program Task	Description	Completion Dates
4. Planning and Land Use Development	a. Review LID/SUSMP projects	<ul style="list-style-type: none"> Through to June 30, 2014
	b. Provide plan review/checking services for subject SUSMP and site specific mitigation projects	<ul style="list-style-type: none"> This task is variable; it depends on the number of SUSMP projects that are brought to the City for review
	c. Inspect SUSMP project sites for proper installation/construction of post-construction runoff pollution mitigation controls	<ul style="list-style-type: none"> This task is variable; it depends on the number of SUSMP projects that are brought to the City for review

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
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		<ul style="list-style-type: none"> No later than 30 days after the applicant agrees to SUSMP conditions
	d. Prepare maintenance agreement to assure proper function of Post-construction runoff pollution mitigation controls	
	e. Review CEQA documents for Stormwater impacts and recommend if necessary runoff pollution mitigation measures	<ul style="list-style-type: none"> As often as necessary. Reviews shall be completed within 30 days after receipt of the CEQA documents
	f. Provide annual development training to impacted City staff including public works, planning, building and safety, and code enforcement	<ul style="list-style-type: none"> No later than June 30, 2014
Program Task	Description	Completion Dates
5. Development Construction	a. Review City and non-City projects for compliance with development construction requirements	<ul style="list-style-type: none"> Through June 30, 2014
	b. Provide fact sheets regarding projects that are subject to General Construction Stormwater Activity Permit (GCASWP) and minimum best management practices (BMP) requirements	<ul style="list-style-type: none"> Through June 30, 2014
	c. Provide checklists to determine whether projects are subject to GCASWP or minimum BMP requirements	<ul style="list-style-type: none"> Through June 30, 2014
	d. Provide development construction training to impacted public works and building/safety staff	<ul style="list-style-type: none"> Through June 30, 2014
	e. Use data base to track 1 acre-plus projects requiring	<ul style="list-style-type: none"> Through June 30, 2014

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
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	GCASWPs for reporting to the Los Angeles Regional Water Quality Control Board	
	f. GPS track development construction projects to generate a GIS layer showing locations of project sites relative to storm drains/catch basins	<ul style="list-style-type: none"> Through June 30, 2014
Program Task	Description	Completion Dates
6. Public Agency	a. Provide training to impacted maintenance personnel including but not limited to sewer, storm drain, street, parks, recreation, and equipment and vehicle maintenance	<ul style="list-style-type: none"> No later than September of each year
Program Task	Description	Completion Dates
7 Public Education & Outreach	a. Provide various City departments with materials, including, but not limited to, newspaper articles, pamphlets, training materials and site visit handouts for production and use by the City	<ul style="list-style-type: none"> Through June of 2014
Program Task	Description	Completion Dates
8 Commercial/Industrial Site Inspection Program	a. Develop updated data base identifying businesses subject to the MS4 permit's industrial/commercial inspection program	<ul style="list-style-type: none"> June 30, 2014

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
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9 Monitoring	<p>a. Conduct one round of dry weather (includes identifying 1 of 3 of the City's outfalls as a representative sampling point, take flow measurements, collect samples for metals, bacteria, and required NPDES pollutant parameters)</p> <p>b. Conduct one round of wet weather monitoring</p>	<ul style="list-style-type: none">• Prior to October 1, 2014• Prior to May 1, 2014
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**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2013-2014**

II. COST SUMMARY

Program Element	Hours	Totals
1. Program Management	167	\$ 20,875.00
2. Annual Reports	50	\$ 6,250.00
3. Illicit Connection and Discharge Detection	16	\$ 2,000.00
4. Development Planning	20	\$ 2,500.00
5. Development Construction	20	\$ 2,500.00
6. Public Agency	8	\$ 1,000.00
7. Public Education Outreach	8	\$ 1,000.00
8. Industrial and Commercial Inspections (proposal to conduct inspections will be separate)	20	\$ 2,500.00
9. Monitoring (grab and automated) required of the Coordinated Integrated Monitoring Program (CIMP) and review of existing monitoring data generated by other agencies	25	\$ 3,125.00
	Total Tasks 1 to 9	\$ 41,750.00

III. RATES

TECS Environmental hourly rate for all NPDES-related services is based on \$125.00 per hour.

EXHIBIT “A – REVISED”

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2014-2015**

I. SCOPE OF SERVICES

Program Task	Description	Completion Dates
1. General Permit and Program Management	a. Attend Los Angeles River Watershed, Executive Advisory Committee, TMDL, Public Education Outreach and other relevant Stormwater-related meetings (4 meetings)	<ul style="list-style-type: none"> EAC, TMDL meetings are generally held a monthly basis; watershed meetings are held every other month; and public education meetings are held quarterly
	b. California State Water Resources Control Board As Needed- Attend Sacramento Meetings	<ul style="list-style-type: none"> Not Applicable- No out-of-area meetings.
	c. Meet with City staff , (Public Works and Planning) at a frequency to be agreed upon between the City and consultant to communicate important compliance information to staff; pick-up plans and other documents relating to development planning/SUSMP and Construction Program compliance; and obtain other documents including but not limited to Illicit connection and discharge reports (monthly)	<ul style="list-style-type: none"> Monthly or more frequently as determined by need
	d. Provide City staff with a recommended annual NPDES compliance budget	<ul style="list-style-type: none"> No later than March of each year
	e. Provide City with various updates, advisories, and action items requiring City staff involvement	<ul style="list-style-type: none"> Updates are provided monthly; other documents are provided as often as necessary

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
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	f. Document Preparation - Prepare unanticipated documents for the City (e.g., letters in re: county-wide stormwater fee, legislative comment letters, responses to regulatory agencies)	<ul style="list-style-type: none"> Through June of 2015
	g. Trash TMDL management	<ul style="list-style-type: none"> Through June of 2015
	h. Bacteria, metals, and nutrient TMDL management	<ul style="list-style-type: none"> Through June of 2015
Program Task	Description	Completion Dates
2. Annual Reports	a. Prepare annual reports for MS4 permit, trash TMDL and other TMDLs if necessary	<ul style="list-style-type: none"> December of 2014
3. Illicit Connection and Discharge Detection and Elimination	a. Review and revise as necessary update procedures for encouraging public reporting of illicit connections/discharges; logging such reports; and responding to illicit discharge/connection complaints within time-frames specified in the MS4 permit b. Respond to illicit connection/discharge complaints and provide follow-up if necessary	<ul style="list-style-type: none"> By June 30, 2015 Through June 30, 2015
Program Task	Description	Completion Dates
4. Planning and Land Use Development	a. Review LID/SUSMP projects	<ul style="list-style-type: none"> Through to June 30, 2015
	b. Provide plan review/checking services for subject SUSMP and site specific mitigation projects	<ul style="list-style-type: none"> This task is variable; it depends on the number of SUSMP projects that are brought to the City for review
	c. Inspect SUSMP project sites for proper installation/construction of post-construction runoff pollution mitigation controls	<ul style="list-style-type: none"> This task is variable; it depends on the number of SUSMP projects that are

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
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		brought to the City for review
	d. Prepare maintenance agreement to assure proper function of Post-construction runoff pollution mitigation controls	<ul style="list-style-type: none"> No later than 30 days after the applicant agrees to SUSMP conditions
	e. Review CEQA documents for Stormwater impacts and recommend if necessary runoff pollution mitigation measures	<ul style="list-style-type: none"> As often as necessary. Reviews shall be completed within 30 days after receipt of the CEQA documents
	f. Provide annual development training to impacted City staff including public works, planning, building and safety, and code enforcement	<ul style="list-style-type: none"> No later than June 30, 2015
Program Task	Description	Completion Dates
5. Development Construction	a. Review City and non-City projects for compliance with development construction requirements	<ul style="list-style-type: none"> Through June 30, 2015
	b. Provide fact sheets regarding projects that are subject to General Construction Stormwater Activity Permit (GCASWP) and minimum best management practices (BMP) requirements	<ul style="list-style-type: none"> Through June 30, 2015
	c. Provide checklists to determine whether projects are subject to GCASWP or minimum BMP requirements	<ul style="list-style-type: none"> Through June 30, 2015
	d. Provide development construction training to impacted public works and building/safety staff	<ul style="list-style-type: none"> Through June 30, 2015
	e. Use data base to track 1 acre-plus projects requiring GCASWPs for reporting to the Los Angeles Regional Water Quality Control Board	<ul style="list-style-type: none"> Through June 30, 2015
	f. GPS track development construction projects to generate a GIS	<ul style="list-style-type: none"> Through June 30, 2015

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
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	layer showing locations of project sites relative to storm drains/catch basins	
Program Task	Description	Completion Dates
6. Public Agency	a. Provide training to impacted maintenance personnel including but not limited to sewer, storm drain, street, parks, recreation, and equipment and vehicle maintenance	<ul style="list-style-type: none"> No later than September of each year
Program Task	Description	Completion Dates
7. Public Education & Outreach	a. Provide various City departments with materials, including, but not limited to, newspaper articles, pamphlets, training materials and site visit handouts for production and use by the City	<ul style="list-style-type: none"> Through June of 2015
Program Task	Description	Completion Dates

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2014-2015**

**8. Commercial/Industrial
Site Inspection Program**

- Conduct 1 round of industrial and commercial inspections
- Complete inspection report for each facility inspected
- Maintain "site visit" database for tracing and reporting to the regional board

- June 30, 2015

One Round of Initial Inspection Visits

Facility Type	#	\$ Per Site	Total \$
Industrial	74	\$ 155.00	11,470
Auto-Related	49	\$ 125.00	6,125
Retail Gas Outlet	2	\$ 90.00	180
Restaurants	73	\$ 90.00	6,570
	198		\$24,345

From previous experience, TECS has found that approximately 10% of the facilities required follow-up inspections

Follow-up Inspection Visits (As Required)

Facility Type	#	\$ Per Site	Total \$
Industrial	7	\$ 130.00	910
Auto-Related	5	\$ 110.00	550
Retail Gas Outlet	1	\$ 75.00	75
Restaurants	7	\$ 75.00	525
	20		\$2,060

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2014-2015**

II. COST SUMMARY

Program Element	Hours	Totals
1. Program Management	167	\$ 18,875.00
2. Annual Reports	50	\$ 6,250.00
3. Illicit Connection and Discharge Detection	16	\$ 2,000.00
4. Development Planning	20	\$ 2,500.00
5. Development Construction	20	\$ 2,500.00
6. Public Agency	8	\$ 1,000.00
7. Public Education Outreach	8	\$ 1,000.00
8. Industrial and Commercial Inspections		\$ 26,405.00
	Total Tasks 1 to 9	\$ 60,530.00

III. RATES

TECS Environmental hourly rate for all NPDES-related services is based on \$125.00 per hour.

CONTRACT NO. 1689

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this 19th day of November, 2012 by and between the City of San Fernando, a municipal corporation ("CITY") and TECS Environmental Compliance Services, Inc., a California corporation ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from a consultant: provide National Pollution Discharge Elimination System (NPDES) compliance assistance.

B. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

1. DEFINITIONS

A. "Scope of Services": Such professional services as are set forth in Exhibit A attached hereto and incorporated herein by this reference.

B. "Approved Fee Schedule": Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.

C. "Commencement Date": November 19, 2012

D. "Expiration Date": November 19, 2014

2. CONSULTANT'S SERVICES

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall perform the services identified in the Scope of Services. CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Time for Performance. CONSULTANT shall commence the services on the Commencement Date and shall perform all services diligently and expeditiously.

C. Standard of Performance. CONSULTANT shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations.

3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the City Public Works Director (hereinafter the "City Representative"). It shall be CONSULTANT's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONSULTANT shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Consultant Representative. For the purposes of this Agreement, Kara Weber, Sales Engineer is hereby designated as the principal and representative of CONSULTANT authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by CONSULTANT without the prior written approval of CITY.

4. CONSULTANT'S PERSONNEL

A. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits, and licenses required by applicable law to perform such services.

B. CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

C. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

D. CONSULTANT shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

E. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for

the provision of services under this Agreement, including a City of San Fernando business license.

5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 18 herein.

7. COMPENSATION

A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed THIRTY-NINE THOUSAND DOLLARS (\$39,000.00) during Fiscal Year 2012-2013. CITY shall not withhold applicable federal or state payroll or any other required taxes or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount for the Project will be allowed unless such compensation is approved by the City Administrator, in writing.

B. Additional Services. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using CONSULTANT's Approved Fee Schedule (Exhibit B). Fees for such additional services shall be paid within thirty (30) days of the date CONSULTANT issues an invoice to CITY for such services.

8. METHOD OF PAYMENT

CONSULTANT shall submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the days worked, number of hours worked by position, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7.

9. OWNERSHIP OF WORK PRODUCT

All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain such copies of the written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

10. TRAVEL REIMBURSEMENT

Travel required by CONSULTANT or any subconsultant or subcontractor pursuant to this Agreement shall be a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses shall be reasonable and shall be incurred in the most cost efficient manner possible. CITY will not pay for travel expenses to and from City Hall. All requests for travel reimbursement shall be accompanied by appropriate back-up documentation and receipts evidencing authorized expenses.

11. INDEPENDENT CONTRACTOR

CONSULTANT will act hereunder as an independent contractor. This Agreement shall not, is not intended to constitute CONSULTANT as an agent, servant, or employee of CITY, shall not, and is not intended to create the relationship of partnership, joint venture, or association between CITY and CONSULTANT.

12. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All CITY data shall be returned to CITY upon the termination of this Agreement. CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

13. CONFLICTS OF INTEREST

CONSULTANT hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONSULTANT in connection with this project. CONSULTANT hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law, or federal statute. CONSULTANT agrees that a clause substantially similar to

this Section shall be incorporated into any sub-contract that CONSULTANT executes in connection with the performance of this Agreement.

14. INDEMNIFICATION

A. To the full extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.

The parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

B. CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees, and volunteers.

C. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations for the benefit of CITY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not, and shall not; waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense. CONSULTANT agrees that CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

E. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation laws regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

15. INSURANCE

A. CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.
2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Worker's Compensation insurance as required by the State of California.
4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

B. CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.

D. CONSULTANT agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONSULTANT shall file with CITY's Risk Manager a certificate or certificates of insurance showing that

the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONSULTANT shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors, and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. The insurance provided by CONSULTANT shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

K. If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

A. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is reasonably available for the proper performance of CONSULTANT's services.

B. In the event any claim or action is brought against CITY relating to CONSULTANT's performance in connection with this Agreement, CONSULTANT shall render any reasonable assistance that CITY may require.

17. RECORDS AND INSPECTIONS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

18. TERMINATION OF AGREEMENT

A. CITY shall have the right to terminate this Agreement for any reason or for no reason on five (5) calendar days' written notice to CONSULTANT. CONSULTANT shall have the right to terminate this Agreement for any reason or no reason on ten (10) calendar days' written notice to CITY. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

B. In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement.

19. FORCE MAJEURE

CONSULTANT shall not be liable for any failure to perform if CONSULTANT presents acceptable evidence, in CITY's sole judgment that such failure was due to causes beyond the control, and without the fault or negligence of CONSULTANT.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

Attn: Ron Ruiz, Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1222
Facsimile: (818) 361-7631

If to CONSULTANT:

Attn: Ray Tahir
TECS Environmental Compliances
Services, Inc.
106 S. Mentor Ave., Suite 125
Pasadena, CA 91106
Telephone: (626) 396-9424
Facsimile: (626) 396-1916

With a courtesy copy to:

Maribel S. Medina, City Attorney
Meyers Nave
633 West 5th Street, Suite 1700
Los Angeles, CA 90071
Telephone: (213) 626-2906
Facsimile: (213) 626-0215

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

22. PROHIBITION AGAINST ASSIGNMENT

CONSULTANT shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

23. ATTORNEY'S FEES

In the event that CITY or CONSULTANT commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

24. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONSULTANT with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and CONSULTANT.

25. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

26. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

27. CAPTIONS


The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

28. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

CITY OF SAN FERNANDO

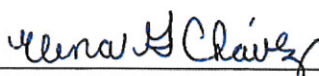


Fred Ramirez
Interim City Administrator

TECS Environmental Compliance
Services, Inc.

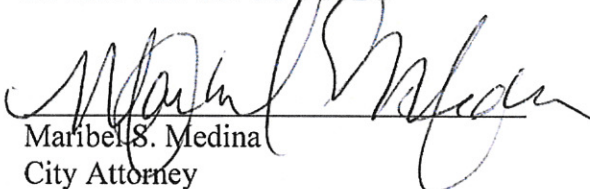

By: _____
Ray Tahir
Principal

ATTEST:



Elena G. Chavez
City Clerk

APPROVED AS TO FORM:



Maribel S. Medina
City Attorney

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

I. SCOPE OF SERVICES:

Program Task	Description	Completion Dates
1. General Permit and Program Management	a. Attend Los Angeles River Watershed, Executive Advisory Committee, TMDL, Public Education Outreach and other relevant Stormwater-related meetings.	<ul style="list-style-type: none"> • ELAC, TMDL meetings are generally held on a monthly basis; watershed meetings are held every other month; and public education meetings are held quarterly
	b. Meet with City staff, (Public Works and Planning) at a frequency to be agreed upon between the City and consultant to communicate important compliance information to staff; pick-up plans and other documents relating to development planning/SUSMP and Construction Program compliance; and obtain other documents including but not limited to Illicit connection and discharge reports.	<ul style="list-style-type: none"> • Monthly or more frequently as determined by need
	c. Prepare annual report for submittal to the principal permittee and the Los Angeles Regional Water Quality Control Board.	<ul style="list-style-type: none"> • No later the first week in September
	d. Provide City staff with a recommended annual NPDES compliance budget.	<ul style="list-style-type: none"> • No later than March of each year
	e. Provide City with various updates, advisories, and action items requiring City staff involvement	<ul style="list-style-type: none"> • Updates are provided monthly; other documents are provided as often as necessary
	f. Prepare unanticipated documents for the City (e.g., letters in re: country-wide stormwater fee, legislative comment letters, responses to regulatory agencies,)	<ul style="list-style-type: none"> • As often as necessary

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

Program Task	Description	Completion Dates
2. Illicit Connection and Discharge Detection and Elimination	<p>a. Review and revise as necessary update procedures for encouraging public reporting of illicit connections/discharges; logging such reports; and responding to illicit discharge/connection complaints within time-frames specified in the MS4 permit.</p> <p>b. Respond to illicit connection/discharge complaints and provide follow-up if necessary.</p> <p>c. Submit a list of Illicit connection and discharge locations in GIS to the County of Los Angeles Department of Public Works</p> <p>d. Conduct annual training to impacted City staff in accordance with MS4 Permit.</p>	<ul style="list-style-type: none"> No later than November of each year As often as such incidents arise December (the time the County typically requires the data) No later than September of each year
Program Task	Description	Completion Dates
3. Development Planning	<p>a. Review development projects for compliance with Standard Urban Stormwater Mitigation Plan (SUSMP) and site-specific mitigation requirements and prescribe conditions for mitigating Post-construction runoff.</p> <p>b. Prepare fact sheets and guidelines to facilitate developer compliance with SUSMP and site specific mitigation projects.</p> <p>c. Provide plan review/checking services for subject SUSMP and site specific mitigation projects.</p>	<ul style="list-style-type: none"> This task is variable; it depends on the number of SUSMP projects that are brought to the City for review. No later than October of each year This task is variable; it depends on the number of SUSMP projects that are

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

		brought for review
	d. Inspect SUSMP project sites for proper installation/construction of post-construction runoff pollution mitigation controls.	<ul style="list-style-type: none"> The task is variable; it depends on the number of SUSMP projects that are brought to the City for review
	e. Prepare maintenance agreement to assure proper function of Post-construction runoff pollution mitigation controls.	<ul style="list-style-type: none"> No later than 30 days after the applicant agrees to SUSMP conditions
	f. Review CEQA documents for Stormwater impacts and recommend if necessary runoff pollution mitigation measures.	<ul style="list-style-type: none"> As often as necessary. Reviews shall be completed within 30 days after receipt of the CEQA documents
	g. Review proposed General Plan element (land use, open space, conservation, and housing) to include stormwater quality/quantity considerations	<ul style="list-style-type: none"> As often as necessary. Reviews shall be completed within 30 days after receipt of the General Plan document
	h. Provide annual development training to impacted City staff including public works, planning, building and safety, and code enforcement.	<ul style="list-style-type: none"> No later than September of each year
Program Task		Description
4. Development Construction	a. Review City and non-City projects for compliance with development construction requirements.	<ul style="list-style-type: none"> As often as necessary. Reviews shall be completed within 30 days after receipt of project documents
	b. Provide fact sheets regarding projects that are subject to General Construction Stormwater Activity Permit (GCASWP) and minimum best management practices (BMP) requirements.	<ul style="list-style-type: none"> No later than November of each year

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

	c. Provide checklists to determine whether projects are subject to GCASWP or minimum BMP requirements.	• No later than November of each year
	d. Provide development construction training to impacted public works and building/safety staff.	• No later than September of each year
	e. Use data base to track 1 acre-plus projects requiring GCASWPs for reporting to the Los Angeles Regional Water Quality Control Board	• No later than one week after project has been assigned a WDID # from
	f. GPS track development construction projects to generate a GIS layer showing locations of project sites relative to storm drains/catch basins	• No later than one week after project information has been received by TECS staff
Program Task	Description	
5. Public Agency	a. Review Storm Water Pollution Prevention Plan for the City's vehicle/maintenance facility and update as necessary.	• No later than December of each year
	b. Assure the prescription and assignment of appropriate BMPs for special events.	• Will be completed a month prior to the special event
	c. Provide training to impacted maintenance personnel including but not limited to sewer, storm drain, street, parks, recreation, and equipment and vehicle maintenance.	• No later than September of each year
Program Task	Description	
6. Public Education/Outreach	a. Provide various City departments with materials, including, but not limited to, newspaper articles, pamphlets, training materials and site visit handouts for production and use by the City.	• To be discussed with City Staff

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

		<ul style="list-style-type: none"> • To be discussed with City Staff 	
	b. Conduct Pollution Prevention Outreach programs to various audiences and groups in accordance with current MS4 permit requirements		
	c. Upload pollution prevention materials on City's web site.	<ul style="list-style-type: none"> • To be discussed with City Staff 	
Program Task	Description		
7. Commercial/Industrial Site Inspection Program	a. Develop updated data base identifying businesses subject to the MS4 permit's industrial/commercial inspection program	<ul style="list-style-type: none"> • This task can be deferred to FY 2013-2014 or even later because the draft MS4 permit does not require implementation of the program until 2 years after effective date of the permit (45 days from the date of the adoption) 	
	b. Conduct inspections of industrial/commercial facilities	<ul style="list-style-type: none"> • See above 	
	c. GPS-plot inspected facilities and generate a GIS layer over a map showing City storm drains/catch basins	<ul style="list-style-type: none"> • See above 	
	d. Record inspected facilities in ACCESS data base for subsequent reporting to the Los Angeles Regional Water Quality Control Board	<ul style="list-style-type: none"> • See above 	
	e. Send letters of non-compliance to subject industrial/commercial facilities	<ul style="list-style-type: none"> • See above 	
	f. Notify the Los Angeles Regional Water Quality Control Board of non-compliant facilities.	<ul style="list-style-type: none"> • See above 	

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

8. Permit/TMDL Advocacy	g. Prepare inspection reports for the City	<ul style="list-style-type: none"> • See above
	a. Attend public hearings/workshops	<ul style="list-style-type: none"> • Prior to October 1st of each year
	b. Prepare comment letters and correspondence to State elected and other impacted parties	<ul style="list-style-type: none"> • See above
	c. Prepare power point presentations	<ul style="list-style-type: none"> • See above
	d. Prepare, if necessary, an administrative petition challenging MS4 permit	<ul style="list-style-type: none"> • See above
9. Outfall Monitoring	e. Assist in retaining legal counsel to review petition and provide other related-legal services	<ul style="list-style-type: none"> • See above
	a. Conduct one round of dry weather (includes identifying 1 Of 3 of the City's outfalls as a representative sampling point, take flow measurements, collect samples for metals, bacteria, and required NPDES pollutant parameters)	<ul style="list-style-type: none"> • Prior to October 1st of each year

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager

DATE: May 5, 2014

SUBJECT: Consideration of Use of the Community Investment Fund – Recycling Revenue Sharing Fund to Offset Costs Related to the Upcoming 5K Relay Race

RECOMMENDATION:

It is recommended that the City Council approve the expenditure of \$2,000 from the Community Investment Fund – Recycling Revenue Sharing Fund to help offset costs related to the 5K Relay Race on October 4, 2014.

BACKGROUND:

1. On December 6, 2013, the City Council awarded a Franchise Agreement (Contract No. 1731) to Consolidated Disposal Service, LLC for Residential and Commercial Refuse, Recyclable Materials, and Organic Waste Collection Services. The Franchise Agreement includes a provision whereby the contractor will return proceeds (from the sale of recyclable materials) to the City to be placed in an annual community investment fund.
2. On March 3, 2014, the City Council approved the City of San Fernando Health Campaign and 5K Relay Race. The approval included: authorizing the Interim City Manager to allocate City staff to begin implementation plans, and to execute both a Letter of Agreement with W2 Promotions (to provide production services for the 5K Relay Race) and a Memorandum of Understanding with Valley Care Community Consortium (to provide fiscal sponsorship for the Health Campaign).

ANALYSIS:

Per the Franchise Agreement, Article 14, Public Outreach Services (refer to Attachment “A”, Exhibit 6 – Public Education Plan):

“The Contractor proposes to establish a recycling revenue share program with the City where Contractor will return \$10,000 annually from the proceeds from the sale of recyclable materials

Consideration of Use of the Community Investment Fund – Recycling Revenue Sharing Fund to Offset Costs Related to the Upcoming 5K Relay Race

Page 2

to the City towards an annual community investment fund. On an annual basis Contractor proposes that each City Councilmember will select an annual event, program and/or City organization to provide \$2,000 (or alternatively the entire Council allocate the funding all at once annually.) Programs may include any of the aforementioned City Sponsored Events, Community Involvement activities or new programs established in the City. The goal of the program is to encourage recycling from all sectors and provide a stable source of monetary contributions to support San Fernando to thrive and become a more prosperous and sustainable City.”

Mayor Pro Tem Robert Gonzales has requested to allocate his share of the fund (i.e., \$2,000) towards the upcoming 5K Relay Race on October 4, 2014. The 5K Relay Race is one of several events pertaining to the Healthy San Fernando Campaign which will run July 1, 2014 through June 30, 2015.

BUDGET IMPACT:

There is no financial impact to the City’s General Fund. The \$2,000 will be allocated from the Community Investment Fund – Recycling Revenue Sharing fund.

CONCLUSION:

Staff recommends that the City Council approve a \$2,000 expenditure from the Community Investment Fund – Recycling Revenue Sharing fund to help offset costs related to the City’s upcoming 5K Relay Race to be held on October 4, 2014.

ATTACHMENT:

A. Exhibit 6 – Public Education Plan (i.e., Page 118 of 198 of Contract No. 1731)

ATTACHMENT "A"

Collection Service Agreement

December 9, 2013

Exhibit 6

PUBLIC EDUCATION PLAN

contributions. Again, CONTRACTOR is committed to being a partner the CITY can count on.

Current Sponsored Events:

- Cesar Chavez (Mar)
- Heritage Days (Jun)
- Fourth of July (Jul)
- Summer Concerts (Aug)
- El Grilo (Sept)
- Menudo-Cook Off (Oct)
- Christmas Tree Lighting (Dec)

CONTRACTOR Proposed Events & Organizations:

- Cesar Chavez Scholarship & Commemorative Events
- Little Leagues (by request)*
- Composting Workshops*
- School Fundraising Activities*
- Paper Shred Day*
- Earth Day Celebration*
- Composting Workshops*

Community Investment Fund – Recycling Revenue Sharing

CONTRACTOR proposes to establish a recycling revenue share program with the CITY where CONTRACTOR will return \$10,000 annually from the proceeds from the sale of recyclable materials to the CITY towards an annual community investment fund. On an annual basis CONTRACTOR proposes that each CITY Councilmember will select an annual event, program and/or CITY organization to provide \$2,000 (or alternatively the entire will council allocate the funding all at once annually.) Programs may include any of the aforementioned CITY Sponsored Events, Community Involvement activities or new programs established in the CITY. The goal of the program is to encourage recycling from all sectors and provide a stable source of monetary contributions to support San Fernando to thrive and become a more prosperous and sustainable CITY.

Cesar Chavez Scholarship

CONTRACTOR will contribute \$1,000 annually, to college-bound seniors through the Cesar Chavez Scholarship Program. The criteria for winning a scholarship could be an essay to discuss the cultural importance of the Cesar Chavez movement specific to San Fernando or Cesar Chavez's impact on the environment or other such themes. CONTRACTOR would extend its scholarship through the CITY Council or Cesar Chavez Committee to judge the received scholarship applications and essays to determine winners.

Facility Tours

CONTRACTOR will offer and promote free educational tours of any of its local facilities to community and school groups. Most recently CONTRACTOR has unveiled its new education center at Sunshine Canyon Landfill and a new Eco-Center at CONTRACTOR Services Recycling Complex located in Anaheim.

Community Safety Initiative – We're Looking Out for You

We're Looking Out for You is CONTRACTOR's crime prevention and safety watch program. The program enlists the active participation of CONTRACTOR collection personnel in

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CITY COUNCIL**MEMORANDUM**

TO: City Councilmembers

FROM: Mayor Sylvia Ballin
Mayor Pro Tem Robert C. Gonzales

DATE: May 5, 2014

SUBJECT: Consideration to Adopt a Resolution to Support Film Tax Credit (AB 1839)

RECOMMENDATION:

We have placed this on the agenda for City Council discussion and consideration.

BACKGROUND:

On April 16, 2014, we both received a request from Assemblymember Raul Bocanegra's office that the City Council adopt a Resolution (Attachment "A") to support AB 1839. This bill would extend the film and television tax credit program and curve runaway production in California.

ATTACHMENT:

A. Resolution No. 7598

ATTACHMENT "A"**RESOLUTION NO. 7598****A RESOLUTION OF THE COUNCIL CITY OF THE CITY OF SAN FERNANDO, CALIFORNIA, IN SUPPORT OF AB 1839 (BOCANEGRA-GATTO) WHICH INCLUDES AN EXTENSION OF THE CALIFORNIA STATE FILM TAX CREDIT PROGRAM THROUGH THE 2021 FISCAL YEAR AND ENSURES THAT MORE PRODUCTIONS AND MORE TYPES OF PRODUCTIONS ARE ABLE TO REMAIN IN CALIFORNIA**

WHEREAS, Los Angeles County has long been considered the entertainment capital of the world, home to studios, post-production facilities, a myriad of outdoor locations and the most talented and well-trained creative and technical workers in the field; and

WHEREAS, since the late 1990s, many countries and 44 states have created film and television production incentives to draw film and television production activity away from California, including a \$430 million incentive program in New York and a \$229 million incentive program in Louisiana, and handing out more than \$1.5 billion in film and television tax incentives in 2012; and

WHEREAS, according to the Los Angeles Economic Development Center (LAEDC), the Entertainment Industry employs directly more than 118,000 people, down from 132,000 in 2004, which shows the dramatic impact of the loss of film and television production on the local economy and the tens of thousands of families and individuals directly and indirectly employed by the industry who have lost their jobs as a result; and

WHEREAS, in recent years, an increased number of television productions have also been able to take advantage of these incentives, resulting in a loss of television pilots and one-hour television drama series to other states, notably New York; and

WHEREAS, since the State legislature passed legislation to establish the California Film Tax Credit Program, film production has actually increased in the State, reversing four years of decline, and is estimated to have saved or created as many as 51,000 jobs; and

WHEREAS, although helpful, the current State tax credit is not adequate to ensure that California competes for film and television production and more must be done to retain and attract new entertainment industry jobs to the region, nor does it provide long-term certainty to the entertainment industry that California is serious about retaining this industry; and

WHEREAS, AB 1839 (Bocanegra-Gatto) would significantly expand the State's Tax Credit Program to include incentives for one-hour television series, allow film productions with larger budgets to qualify, and extend the program through 2021, among other incentives designed to ensure that film and television productions remain in California.

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

Section 1. With the adoption of this Resolution, the City of San Fernando is hereby recorded in SUPPORT of AB 1839 (Bocanegra-Gatto) which includes an extension of the California State Film Tax Credit Program through the 2021 fiscal year and ensures that more productions and more types of productions are able to remain in California.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 5th day of May, 2014.

Sylvia Ballin, 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 5th day of May, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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CITY COUNCIL**MEMORANDUM**

TO: City Councilmembers
FROM: Mayor Sylvia Ballin
DATE: May 5, 2014
SUBJECT: Consideration to Ratify City Council Liaison Assignments for 2014-2015

RECOMMENDATION:

I have placed this item on the agenda for City Council review and consideration.

BACKGROUND/ANALYSIS:

Each year, the City Council reorganizes which involves, in part, new (or re-appointed) liaison assignments to various commissions and organizations. Pursuant to Section 11.2 of the City Council Procedures Manual, the Mayor, with the consent of the majority of the City Council, may appoint liaisons to these committees (Attachment "A").

CONCLUSION:

Approval of the City Council Liaison Assignments will allow the City of San Fernando to have consistent and appropriate representation in various governmental associations of which the City is a participating member (Detailed Description List – Attachment "B").

ATTACHMENTS:

- A. City Council Liaison Assignments for 2014-2015
- B. City Council Liaison Assignments – Detailed Description

ATTACHMENT "A"

*Revised: 5/5/14***CITY COUNCIL LIAISON ASSIGNMENTS 2014-2015**

	<u>AGENCY/COMMITTEE</u>	<u>MEET</u>		<u>APPOINTEE/S</u>
	San Fernando Downtown Mall Merchants Association	Mornings (as needed)	Alt:	Jesse H. Avila Joel Fajardo
*	City Selection Committee (L.A. County)	Night	Alt:	Sylvia Ballin Robert C. Gonzales
	Valley Economic Alliance	Day	Alt:	Antonio Lopez Sylvia Ballin
***	California High-Speed Rail Authority	Vary (as needed)	Lead:	Antonio Lopez Robert C. Gonzales
	Independent Cities Association (ICA)	Night		Robert C. Gonzales Jesse Avila
**	Independent Cities Risk Mgmt. (ICRMA)	Day	Alt:	Sylvia Ballin Brian Saeki
**	Independent Cities Finance Authority (ICFA)	Day		Sylvia Ballin Rafaela King
	League of California Cities	1 st Thursday Evening		Antonio Lopez Joel Fajardo
	San Fernando Valley Council of Governments (SFVCOG)	TBD	Alt:	Jesse Avila Sylvia Ballin
	So. California Association of Governments (SCAG)	1 st Thursday Morning	Alt:	Sylvia Ballin Jesse Avila
	Metropolitan Water District (MWD) of Southern California	Day		Sylvia Ballin
	L.A. County Metropolitan Transportation Authority (MTA) East San Fernando Valley Transit Corridor	Vary (as needed)	Alt:	Antonio Lopez Robert C. Gonzales
	MTA San Fernando Valley Service Council	1st Wednesday Night		Antonio Lopez
****	Greater L.A. County Vector Control District	2 nd Thursday Evening		Nina Herrera

CITY COUNCIL LIAISON ASSIGNMENTS 2014-2015

	<u>COMMISSION/COMMITTEE</u>	<u>MEET</u>		<u>APPOINTEE/S</u>
	Cultural Arts Commission	<i>Recruitment on hold per City Council action on April 6, 2009</i>		
*****	Disaster Council	Quarterly (Feb, May, Aug, Nov) Mornings	Chair: Sylvia Ballin	
			Vice-Chair: Jesse H. Avila	
	Education Commission	Quarterly (Feb, May, Aug, Nov) 6:00 p.m.		Joel Fajardo
	Parks, Wellness, and Recreation	2 nd Tuesday 6:30 p.m.		Robert Gonzales
	Planning and Preservation	1st Tuesday 7:00 p.m.		Antonio Lopez
	Transportation & Safety	3 rd Wednesday 7:00 p.m.		Jesse Avila
	Tree Commission	Quarterly (as needed)		Joel Fajardo
	* <i>Must be Mayor</i>			
	** <i>Adoption of a new Resolution (forthcoming) is required when Boardmembers are added/changed</i>			
	*** <i>Ad Hoc formed on October 21, 2013</i>			
	**** <i>Two Years – through January 2015 (City Council action January 2013)</i>			
	***** <i>Per City Code (Must be the Mayor and a Councilmember appointed by the Mayor)</i>			

CITY COUNCIL LIAISON ASSIGNMENTS – Detailed Descriptions

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Agency / Committee	Meet	Appointee	Purpose / Other Information
San Fernando Downtown Mall Merchants	Mornings as-needed (to allow merchant participation)	Required (No)	To enhance and promote our downtown mall. <i>Stipend – No</i>
City Selection Committee (Los Angeles County)	Night, 3 – 4 per year, at the call of Chair	Required (Mayor) Alt Required (Councilmember)	To appoint City representatives to such boards, commissions and agencies as may be required by law; i.e., LAFCO, SCAQMD, LACoMTA, LACo Hazardous Waste Management Advisory Committee; and to nominate for appointment of members to the California Coastal Commission. http://cityselection.lacounty.gov/ <i>Stipend – No</i>
Valley Economic Alliance	Day	Required (Mayor) Alt Required (No)	Private, non-profit economic development and marketing corporation that works with public and private stakeholders for the purpose of growing and sustaining the economic base of the SFV and improving the quality of life in the five-city region (Calabasas, Burbank, Glendale, LA and SF). http://www.thevalley.net/ <i>Stipend – No</i>
California High-Speed Rail Authority	Date/Time/Location Vary	Lead: (No, but in City's best interest) Alt Required (No) Staff Contact: Com Dev. Dir.	Responsible for planning, designing, building and operation of the first high-speed rail system in the nation. California high-speed rail will connect the mega-regions of the state, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, the system will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a state-wide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the state's 21st century transportation needs. City Council Ad Hoc Committee (Lopez/Gonzales) created on 10/21/13. http://www.hsr.ca.gov/ <i>Stipend – No</i>
Independent Cities Association (ICA)	Night	Required (No) Alt Required (No)	ICA is a 501 (c)(3) nonprofit, public benefit corporation created in 1960. It is made up of 48 member cities in the Southern California area. The organization focuses on education, legislative advocacy, intergovernmental relationships and other major issues that transcend the boundaries of its member cities. It is governed by a 26 member Board of Directors elected by the member cities; maintains public/private partnerships with carefully selected public and private sector organizations to further interests of all concerned. http://icacities.org/ <i>Stipend – No</i>
Independent Cities Risk Management (ICRMA)	Day, Usually occurs in Feb/ Apr/ Jun/ Aug/ Oct/ Dec	Required (Elected Councilmember) Alt Required (Elected Councilmember or Appointed Staff)	Pool of 22 cities that share costs of purchasing and funding excess insurance and risk management services. Participating cities share the risk per loss occurrence beyond the self-insured retention (SIR) Adoption of a new Resolution is required when Boardmembers are changed or added http://www.icrma.org/ <i>Stipend – No</i>
Independent Cities Finance Authority (ICFA)	Lunch meetings 4 times per year (alternate locations)	Required (Elected Councilmember) Alt Required (Staff Member)	ICFA is an unaffiliated joint powers authority that provides programs (that help address California's housing crisis) to local governments, nonprofits, and other agencies. ICFA also helps fund a variety of capital improvements for municipalities, schools, special districts, and Mello-Roos facilities, as well as projects impacting the economic development of a community. Pool of 9 member cities (i.e., Baldwin Park, Compton, Hawthorne, Hermosa Beach, Huntington Park, Lynwood, South Gate, and San Fernando) and 55 associate member cities. Adoption of a new Resolution is required when Boardmembers are changed or added http://www.icfaauthority.org/ <i>Stipend - \$150 per meeting (Max of 4 mtgs per year (\$600 cap)</i>
League of California Cities	Night, 1 st Thurs.	Required (Councilmember) Alt Required (No)	Recognized and respected as the leading advocate for the common interests of California's Cities; to restore and protect local control through education/advocacy in order to enhance the quality of life. <i>Stipend – No</i>

ATTACHMENT "B"

CITY COUNCIL LIAISON ASSIGNMENTS – Detailed Descriptions

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Agency / Committee	Meet	Appointee	Purpose / Other Information
San Fernando Valley Council of Governments (SFVCOG)	TBD, Will meet no less than 4 times per year	Required (Councilmember) Alt Required (Councilmember) Staff Contact: Com. Dev. Dir.	To discuss and formulate representation and advocacy at the regional, state and federal levels regarding planning for land use, housing, transportation, environmental and other related issues impacting the SFV; would operate as a sub-regional COG within the SCAG region; will have an opportunity to access state and federal planning funds for regional planning and transportation programs through SCAG, which has the potential to directly benefit local planning efforts within City of SF and the other cities in the sub-region. http://www.sfvco.org/ Stipend – No Under the guidance of the Regional Council and in collaboration with partners, the mission is to facilitate a forum to develop and foster the realization of regional plans that improve the quality of life for So. Calif. Regional Council is comprised of 75 elected officials representing 187 cities, 6 counties, 4 County transportation commissions, and a tribal government representative within Southern California. http://www.scag.ca.gov/Pages/default.aspx Stipend - \$120 per meeting & mileage reimbursement; Max. of 6 per month Sell high-quality water to member agencies and have a responsibility to meet current and future water needs in an environmentally and economically responsible way; in 1972, City paid millions to become a MWD member; Board members are often invited to present awards or attend receptions; 100% voluntary http://www.mwdh2o.com/ Stipend – No, but mileage reimb. and expenses 12 cities make-up the Northern region within MTA service area; meetings include information on Regional Rail system, State and Federal updates, the call for projects and other transportation related issues. http://www.metro.net/projects/east-sfv/ Stipend – No
Southern California Association of Governments (SCAG)	Morning, 1 st Thurs. General Assembly meeting in May	Required (Selected by Mayor) Alt Required (Selected by Mayor) <i>During the year, city delegates and alts may or may not change. Names should be submitted prior to April.</i>	
Metropolitan Water District (MWD) of Southern California	Day, 3 official meeting dates per month, and other functions	Required (No, but in the City's best interest) Alt Required (Not allowed)	
L.A. County Metropolitan Transportation Authority (MTA) East San Fernando Valley Transit Corridor	Day, Usually meets once per month at alternating city locations; time varies	Required (No, but in City's best interest) Alt Required (No) <i>Note: Public Works Director regularly attends</i>	
MTA San Fernando Valley Service Council	Night, 1 st Wed. 6:30 – 8:30 pm Marvin Braude Constituent Center 6262 Van Nuys Blvd., Van Nuys	Appointee can be private citizen who is a regular transit user (per 3/15/12 Memo from Metro). Alt Required (No) <i>Note: Appointment process is expected to change if the SFVCOG is established, whereby the SFVCOG will appoint members to the Council</i>	Responsible for studying and planning public transportation service to improve efficiency within Metro SFV; make recommendations to the MTA Board regarding service issues; work with transit planners and local authorities/transit operators to ensure coordination of service; hold public hearings to gain input on proposed changes. Not responsible for fare and pass structures, new project construction or Metro Rail. Coordinate w/ Glendale to determine who can best represent the tri-cities (Burbank currently has a rep) http://www.metro.net/about/local-service-councils/sfv/ Stipend - \$100 per mtg; max. of \$200 per month
Greater Los Angeles County Vector Control District (GLACVCD)	Night, 2 nd Thurs 7 pm District Headquarters 12545 Florence Ave Santa Fe Springs, CA 90670	Required (Must be a registered voter) Alt Required (Does not recognize)	Public health agency committed to providing vector control and disease abatement for 34 member cities and areas of LACo; appointed representative is one of 35 Trustees who make policy, determine the budget, and oversee the operations of the District. Per State Health and Safety Code, representatives must be appointed to serve a full 2 or 4 year terms or to fill an unexpired term; should not be appointed on a yearly basis; once appointed, will serve until the expiration of his/her term unless he/she resigns or is no longer a voter and resident within the respective county or city of the appointing body. SHSC 2022 (a – e); Subsections b requires that each person appointed by a city council to be a member of board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district. www.glacvcd.org Stipend - \$100 per month to cover travel expenses
Valley Economic Alliance	Day	Required (Mayor) Alt Required (No)	Private, non-profit economic development and marketing corporation that works with public and private stakeholders for the purpose of growing and sustaining the economic base of the SFV and improving the quality of life in the five-city region (Calabasas, Burbank, Glendale, LA and SF). http://www.thevalley.net/ Stipend – No

CITY COUNCIL LIAISON ASSIGNMENTS – Detailed Descriptions

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City Commissions	Meet	Appointee	Purpose / Other Information
Cultural Arts	On Hold	<i>Recruitment on hold per City Council action on April 6, 2009</i>	
Disaster Council	Quarterly (Feb, May, Aug, Nov) Mornings	*Chair (Mayor) *Vice-Chair (Councilperson appointed by Mayor) * Per City Code	
Education Commission	Quarterly (Feb, May, Aug, Nov) Last Tuesday, 6:00 pm		
Parks, Wellness, and Recreation	2 nd Tuesday 6:30 pm		
Planning and Preservation	1 st Tuesday 7:00 pm		
Transportation & Safety	3 rd Wednesday 7:00 pm		
Tree Commission	Quarterly (as needed).	*Chair (Councilmember) *Per City Code	