



*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

JUNE 16, 2014 – 6:00 PM

**COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340**

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Police Explorer Cadet Yvonne Gonzalez

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 City Council please speak into the microphone and voluntarily state your name and address.

CONSENT CALENDAR

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

1) REQUEST TO APPROVE MINUTES OF:

- a. MARCH 27, 2014 – ADJOURNED SPECIAL MEETING**
- b. MARCH 27, 2014 – SPECIAL MEETING**
- c. JUNE 2, 2014 – REGULAR MEETING**

2) REQUEST TO APPROVE WARRANT REGISTER NO 14-062



**SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA – JUNE 16, 2014
PAGE 2**

3) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE SALARY PLAN AND TABLE OF ORGANIZATION FOR FISCAL YEAR (FY) 2014- 2015

Recommend that the City Council:

- a. Adopt Resolution No. 7613 approving the amended Salary Plan for FY 2014-2015; and
- b. Adopt Resolution No. 7614 approving the Table of Organization for FY 2014-2015.

4) CONSIDERATION TO ADOPT A RESOLUTION REVISING THE ASSOCIATE PLANNER JOB SPECIFICATIONS

Recommend that the City Council adopt Resolution No. 7611 revising the job specifications for the position of Associate Planner.

5) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE FISCAL YEAR (FY) 2014-2015 ARTICLE XIIIB APPROPRIATIONS (GANN) LIMIT

Recommend that the City Council adopt Resolution No. 7612 setting the FY 2014-2015 Article XIIIB Appropriation Limit at \$40,079,246.

6) CONSIDERATION TO APPROVE A MAINTENANCE AGREEMENT WITH TECOGEN

Recommend that the City Council:

- a. Approve a one-year Maintenance Agreement (Contract No. 1747) with Tecogen to maintain the Tecogen Cogeneration Unit at the San Fernando Regional Pool Facility; and
- b. Authorize the City Manager to execute the Maintenance Agreement with Tecogen.

7) CONSIDERATION TO APPROVE AN AGREEMENT FOR SPECIAL SERVICES WITH LIEBERT CASSIDY WHITMORE

Recommend that the City Council:

- a. Approve an Agreement (Contract No. 1748) with the law firm of Liebert Cassidy Whitmore for Special Services; and
- b. Authorize the City Manager to execute the Agreement with Liebert Cassidy Whitmore.



**SAN FERNANDO CITY COUNCIL
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PAGE 3**

8) CONSIDERATION TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT WITH AEGIS COMPUTERS, INC. FOR COMPUTER AND NETWORK SERVICES

Recommend that the City Council:

- a. Approve a six-month extension of the Professional Services Agreement (Contract No. 1703(a)) with Aegis Computers, Inc. for City computer and network services for a not-to-exceed fixed-rate billing of \$10,630 per month (including \$630 for website services); and
- b. Authorize the City Manager to execute the extension of the Professional Services Agreement with Aegis Computers, Inc.

9) CONSIDERATION TO ACCEPT AN ALCOHOLIC BEVERAGE CONTROL GRANT FOR AN UNDER AGE ALCOHOL PURCHASE PREVENTION PROGRAM AND MERCHANT EDUCATION PROGRAM

Recommend that the City Council:

- a. Accept \$21,065 awarded to the Police Department by the California Department of Alcoholic Beverage Control for an Under Age Alcohol Purchase Prevention Program and Merchant Education Program; and
- b. Adopt Resolution No. 7616 authorizing the Police Chief to execute an Agreement (Contract No. 1750) with the State of California Department of Alcoholic Beverage Control to Develop an Under Age Alcohol Purchase Prevention Program and Merchant Education Program.

10) CONSIDERATION TO APPROVE SIDE LETTER AGREEMENTS WITH EMPLOYEE GROUPS FOR FISCAL YEAR (FY) 2014-2015

Recommend that the City Council:

- a. Approve the following Side Letter Agreements to extend the terms and provisions of the respective Memorandums of Understanding through June 30, 2015:
 - i. San Fernando Police Officers' Association (Contract No. 1676(c)); and
 - ii. San Fernando Management Group, SEIU Local 721, (Contract No. 1631(e)); and
- b. Authorize the City Manager to execute the Side Letter Agreements.



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REGULAR MEETING NOTICE & AGENDA – JUNE 16, 2014
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PUBLIC HEARING

11) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE FISCAL YEAR (FY) 2014-2015 ANNUAL FEE SCHEDULE

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, adopt Resolution No. 7615 incorporating all current fees for City services into a FY 2014-2015 Annual Fee Schedule amending certain fees and charges, and repealing all parts of Resolutions in conflict therewith.

12) ADOPTION OF FISCAL YEAR (FY) 2014-2015 BUDGET

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, direct staff to make any necessary adjustments to the proposed FY 2014-2015 Budget; and
- c. Adopt Resolution No. 7618 approving the final FY 2014-2015 City Budget.

ADMINISTRATIVE REPORTS

13) CONSIDERATION TO APPROVE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND ROBERT PARKS FOR THE POSITION OF POLICE CHIEF

Recommend that the City Council:

- a. Approve an Employment Agreement (Contract No. 1749) between the City and Robert Parks for the position of Police Chief; and
- b. Authorize the City Manager to execute the Employment Agreement with Robert Parks.

14) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD) BEYOND THE BELL BRANCH FOR PROVIDING AFTER-SCHOOL PROGRAM FUNDS

Recommend that the City Council adopt Resolution No. 7617 authorizing the City Manager to execute Contract No. 1751 and all related documents necessary for said



SAN FERNANDO CITY COUNCIL
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contract with LAUSD Beyond the Bell Branch for After-School Program funds for the provision of after-school programs at schools in the City.

**15) DISCUSSION REGARDING CALIFORNIA HIGH-SPEED RAIL (PALMDALE TO LOS ANGELES)
COMMUNITY MEETING – FOLLOW-UP RECOMMENDATION**

This item is placed on the agenda by Councilmember Antonio Lopez for City Council discussion and consideration.

COMMITTEE/COMMISSION LIAISON UPDATES

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

RECESS TO CLOSED SESSION

- A) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
G.C. §54956.9(d)(2) AND §54956.9(e)(1)
One (1) Potential Case
- B) 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
- C) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6
Designated City Negotiator: Brian Saeki, City Manager
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



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ADJOURNMENT

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

Elena G. Chávez, City Clerk

Signed and Posted: June 12, 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 27, 2014 – 7:30 P.M.
ADJOURNED SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

City Attorney Olivarez announced that both meetings, Special and Adjourned Special, would be opened concurrently.

Mayor Sylvia Ballin called the meeting to order at 7:33 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 Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Mayor Ballin

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

SAN FERNANDO CITY COUNCIL
ADJOURNED SPECIAL MEETING MINUTES – March 27, 2014
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CONTINUED BUSINESS

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

City Manager Saeki presented the staff report. He reported that, in addition to recommendations (a) and (b) listed in the report, staff was requesting to include additional language in the Agreement indicating that during the term of the Franchise Agreement, Black and White agrees not to hire any full or part-time City employee (Black and White agreed to insertion of the language).

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

- a. Award the Franchise Agreement for Vehicle Towing and Storage Services (Contract No. 1740) to Black & White Garage, Incorporated; and
- b. Adopt Resolution No. 7594 approving the Franchise Agreement for Vehicle Towing and Storage Services between the City and Black & White Garage, Incorporated and adopting a fee schedule for the payment of franchise fees; and
- c. Include language in the Agreement indicating that during the term of the Franchise Agreement, Black and White agrees not to hire any full or part-time City employee (Black and White agreed to insertion of the language).

The motion carried with the following vote:

| | |
|---------|-------------------------------------|
| AYES: | Lopez, Avila, Fajardo, Gonzales – 4 |
| NOES: | Ballin – 1 |
| ABSENT: | None |

ADJOURNMENT (7:40 P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Lopez, to adjourn the meeting.
The motion carried unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 27, 2014 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 27, 2014 – 7:30 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

City Attorney Olivarez announced that both meetings, Special and Adjourned Special, would be opened concurrently.

Mayor Sylvia Ballin called the meeting to order at 7:33 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 Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Mayor Ballin

RECESS (7:33 P.M.)

A brief recess was called to continue with the Adjourned Special Meeting.

RECONVENE (7:40 P.M.)

Motion by Councilmember Lopez, seconded by Councilmember Fajardo, to reconvene the meeting. The motion carried unanimously.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – March 27, 2014
Page 2**

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (7:40 P.M.)

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

- A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6
Designated City Negotiator: Brian Saeki, City Manager
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/REPORT OUT FROM CLOSED SESSION (7:50 P.M.)

City Attorney Olivarez reported that the City Council received a briefing from City Manager Saeki. General direction was given by the City Council; but no final action was taken.

ADJOURNMENT (7:50 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 27, 2014 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JUNE 2, 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 6:03 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 Police Cadet Alfredo Mendoza

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Linda Campanella Jauron talked about the recent opening of the park on Eighth Street and said that City's website and the community cable channel need work.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:

SAN FERNANDO CITY COUNCIL**MINUTES – June 2, 2014****Page 2**

- a. MAY 5, 2014 – REGULAR MEETING
 - b. MAY 19, 2014 – REGULAR MEETING
 - c. MAY 27, 2014 – SPECIAL MEETING
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-061
 - 3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH COLLIERS INTERNATIONAL FOR COMMERCIAL REAL ESTATE BROKERAGE AND ADVISORY SERVICES
 - 4) CONSIDERATION TO REJECT CONSTRUCTION BIDS FOR THE SAN FERNANDO POLICE DEPARTMENT SHOOTING RANGE UPGRADE
 - 5) CONSIDERATION TO ADOPT RESOLUTION NO. 7610 APPROVING THE REALLOCATION OF GENERAL FUNDS FOR A TEMPORARY PART-TIME PLANNING CONSULTANT

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

- 6) CONSIDERATION TO APPROVE HEALTHY SAN FERNANDO! CAMPAIGN

Recreation and Community Services Operations Manager Ismael Aguila presented the staff report.

Motion by Mayor Pro Tem Gonzales, seconded by Mayor Ballin, to authorize the City Manager to allocate City staff to implement the Healthy San Fernando! Campaign. The motion carried unanimously.

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Avila gave an update regarding the Transportation and Safety Commission meeting and, in response to his question, City Manager Saeki reported that staff will work with the City Attorney's office on putting together a tutorial session for all commissioners.

Councilmember Lopez reported that it was announced at MTA San Fernando Valley Service Council meeting that 234 bus shelters will be replaced (included those in San Fernando).

GENERAL COUNCIL COMMENTS

Councilmember Avila thanked constituents for coming to the meeting.

SAN FERNANDO CITY COUNCIL**MINUTES – June 2, 2014****Page 3**

Mayor Ballin made a brief comment regarding Army Sergeant Bowe Bergdahl.

STAFF COMMUNICATION

Community Development Director Fred Ramirez reported that there will be a California High Speed Rail Authority meeting tomorrow and he will forward additional information to Councilmembers.

ADJOURNMENT (6:25 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 June 2, 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: June 16, 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. 14-062****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 14-062****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 16th day of June, 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 16th day of June, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

| vchlist | | Voucher List | | | | Page: | 1 |
|----------------------|-----------|---------------------------------------|---------------------|-------|--------------------------------------|----------|---|
| 06/12/2014 8:28:06AM | | CITY OF SAN FERNANDO | | | | | |
| Bank code : | | bank | | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | |
| 106138 | 6/16/2014 | 100070 ADVANCED ELECTRONICS INC. | 0140409-IN | | COMPUTER MAINTENANCE - JUNE 201 | | |
| | | | | 11012 | 001-222-0000-4260 | 2,724.56 | |
| | | | 0140410-IN | | COMPUTER MAINTENANCE - JUNE 201 | | |
| | | | | 11005 | 001-222-0000-4260 | 3,648.00 | |
| | | | | | Total : | 6,372.56 | |
| 106139 | 6/16/2014 | 100124 ALL-PHASE ELECTRIC SUPPLY CO. | 0946-754403 | | AAA ALKALINE BATTERIES FOR PARKII | 56.51 | |
| | | | | | 029-335-0301-4300 | | |
| | | | 0946-754542 | | AAA ALKALINE BATTERIES FOR PARKII | 395.54 | |
| | | | | | 029-335-0301-4300 | | |
| | | | | | Total : | 452.05 | |
| 106140 | 6/16/2014 | 100130 ALMANZA, LAURA | 592323 | | SENIOR TRIP REFUND - CANCELLATIO | 72.00 | |
| | | | | | 004-2384 | | |
| | | | | | Total : | 72.00 | |
| 106141 | 6/16/2014 | 100143 ALONSO, SERGIO | MAY 2014 | | MMAP INSTRUCTOR | 650.00 | |
| | | | | | 109-424-3656-4260 | | |
| | | | | | Total : | 650.00 | |
| 106142 | 6/16/2014 | 100222 ARROYO BUILDING MATERIALS, INC | 126926 | | 303 HARPS - CONCRETE | 13.88 | |
| | | | | | 001-370-0301-4300 | | |
| | | | 127671 | | CHATSWORTH & KEWEN CURB PATCH | 6.90 | |
| | | | | | 001-370-0301-4300 | | |
| | | | 127822 | | MACLAY STREET SUPPLIES | 165.85 | |
| | | | | | 011-311-7510-4300 | | |
| | | | | | Total : | 186.63 | |
| 106143 | 6/16/2014 | 100249 AURORA ENVIRONMENTAL, INC. | AUG 2013 - JAN 2014 | | AB939 COMPLIANCE AUG 2013 - JAN 2014 | 593.75 | |
| | | | | | 073-350-0000-4270 | | |
| | | | FEB - MAR 2014 | | AB939 COMPLIANCE FEB-MAR 2014 | 783.75 | |
| | | | | | 073-350-0000-4270 | | |
| | | | MARCH 2014 | | CORP YARD TRANSFER STATION AUDI | 190.00 | |
| | | | | | 073-350-0000-4260 | | |
| | | | | | Total : | 1,567.50 | |
| | | | | | | Page: | 1 |

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| vchlist | | Voucher List | | | | Page: | 2 |
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| 06/12/2014 8:28:06AM | | CITY OF SAN FERNANDO | | | | | |
| Bank code : | | bank | | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amouu | |
| 106144 | 6/16/2014 | 100405 BONANZA CONCRETE, INC. | 44669 | | 1238 WOODWORTH - REPAIR | | |
| | | | | | 001-370-0301-4300 | | 780.74 |
| | | | 44700 | | 626 & 732 GRIFFITH - SIDEWALK REPAI | | |
| | | | | | 001-370-0301-4300 | | 694.23 |
| | | | | | Total : | | 1,474.97 |
| 106145 | 6/16/2014 | 100735 COASTAL AIR | 14906 | | FOUND UNIT IN LOCK OUT @ LP PARK | | |
| | | | | | 001-390-0460-4330 | | 165.00 |
| | | | | | Total : | | 165.00 |
| 106146 | 6/16/2014 | 100766 COMMUNITY DEVELOPMENT | FY2014/2015 | | FY2014/2015 SECTION 108 PRINCIPAL | | |
| | | | | | 026-1230 | | 116,819.65 |
| | | | | | Total : | | 116,819.65 |
| 106147 | 6/16/2014 | 100805 COOPER HARDWARE INC. | 92166 | | SCREWDRIVERS, MALE & FEMALE MEN | | |
| | | | | | 070-383-0000-4340 | | 30.80 |
| | | | 92197 | | KEYS FOR TRUCK & FLOAT VALVE FOF | | |
| | | | | | 001-390-0410-4300 | | 24.84 |
| | | | 92203 | | PARKING LOT#3 NUTS & BOLTS & GOR | | |
| | | | | | 029-335-0301-4300 | | 26.57 |
| | | | 92205 | | BRAND ISLAND SPRINKLER REPAIR | | |
| | | | | | 001-390-0410-4300 | | 13.47 |
| | | | 92206 | | MAT'L FOR POOL PIPE REPAIR | | |
| | | | | | 001-430-0000-4300 | | 26.85 |
| | | | 92249 | | NUTS & BOLTS & STUBBY SCREWDRIV | | |
| | | | | | 070-383-0301-4300 | | 34.11 |
| | | | | | Total : | | 156.64 |
| 106148 | 6/16/2014 | 101016 E.C. CONSTRUCTION | 15660 | 11085 | CONSTRUCTION OF THE SAN FERNAN | | |
| | | | | | 019-423-0201-4600 | | 13,877.02 |
| | | | | | 019-2037 | | -693.85 |
| | | | | | Total : | | 13,183.17 |
| 106149 | 6/16/2014 | 101147 FEDEX | 2-664-04235 | | COURIER SERVICE | | |
| | | | | | 001-190-0000-4280 | | 278.13 |
| | | | | | Total : | | 278.13 |

Page: 2

vchlist

Voucher List

Page: 3

06/12/2014 8:28:06AM

CITY OF SAN FERNANDO

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--|------------|-------|----------------------------------|------------------|
| 106150 | 6/16/2014 | 101300 GENERAL PUMP CO., INC. | 23347 | 11021 | CITY POOL PUMP DRIVE COUPLING RI | |
| | | | | 11021 | 001-430-0000-4500 | 4,045.42 |
| | | | 23392 | | 001-430-0000-4300 | 1,424.63 |
| | | | | 11019 | WELL & BOOSTER PUMP ASSY ON-CAI | |
| | | | | | 070-384-0000-4260 | 31,433.78 |
| | | | | | Total : | 36,903.83 |
| 106151 | 6/16/2014 | 101302 VERIZON | 8183616728 | | ENGINEERING FAX LINE | |
| | | | | | 001-310-0000-4220 | 26.07 |
| | | | 8183655097 | | PD NARCOTICS VAULT | |
| | | | | | 001-222-0000-4220 | 25.77 |
| | | | 8188371509 | | ANIMAL CONTROL & PW PHONE LINE | |
| | | | | | 001-190-0000-4220 | 51.94 |
| | | | 8188384969 | | PD ALARM PANEL | |
| | | | | | 001-222-0000-4220 | 102.60 |
| | | | 8188981027 | | POOL FACILITY PHONE LINES | |
| | | | | | 001-430-0000-4220 | 152.17 |
| | | | | | Total : | 358.55 |
| 106152 | 6/16/2014 | 101376 GRAINGER, INC. | 9446004245 | | LP PARK LIGHTING | |
| | | | | | 001-390-0460-4300 | 288.84 |
| | | | | | Total : | 288.84 |
| 106153 | 6/16/2014 | 101434 GUZMAN, JESUS ALBERTO | MAY 2014 | | MMAP INSTRUCTOR | |
| | | | | | 109-424-3656-4260 | 1,000.00 |
| | | | | | Total : | 1,000.00 |
| 106154 | 6/16/2014 | 101512 HDL, COREN & CONE | 0020308-IN | | CONTRACT SERVICE PROPERTY TAX / | |
| | | | | | 001-130-0000-4270 | 1,375.00 |
| | | | | | Total : | 1,375.00 |
| 106155 | 6/16/2014 | 101528 THE HOME DEPOT CRC, ACCT#603532202490 | 4026266 | | INSTALL MINI BLINDS & LIGHTS FOR | |
| | | | | | 001-390-0222-4300 | 53.68 |
| | | | 4252620 | | WEED ABATEMENT | |
| | | | | | 001-390-7500-4300 | 59.68 |
| | | | | | 001-390-0410-4300 | 59.68 |
| | | | 4252622 | | WEED ABATEMENT @ LP PARK | |

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| 106155 | 6/16/2014 | 101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued) | | | 001-390-0460-4300 | 121.50 |
| | | | 4252624 | | WEED ABATEMENT | |
| | | | | | 001-390-0310-4300 | 59.68 |
| | | | 4252626 | | 001-390-0222-4300 | 59.68 |
| | | | | | WEED ABATEMENT & URINAL INSTALL | |
| | | | | | 001-390-0410-4300 | 141.81 |
| | | | 6080736 | | CAUTION TAPE, MARKING PAINT, ANT S | |
| | | | | | 027-344-0301-4300 | 109.87 |
| | | | 6102309 | | 2500 LUMEN LED TRIPOD, EXT CORDS | |
| | | | | | 070-383-0000-4340 | 182.35 |
| | | | 89655 | | MACLAY WEED ABATEMENT | |
| | | | | | 011-311-7510-4300 | 59.61 |
| | | | | | Total : | 907.54 |
| 106156 | 6/16/2014 | 101568 IACOBELLIS & ASSOC. INC. | 14-117-1 | | PROFESSIONAL SERVICES - 124 HARC | |
| | | | | | 001-140-0000-4270 | 800.00 |
| | | | 14-118-1 | | LEGAL DESCRIPTION - 500 SAN FERN/ | |
| | | | | | 001-140-0000-4270 | 800.00 |
| | | | | | Total : | 1,600.00 |
| 106157 | 6/16/2014 | 101599 IMAGE 2000 CORPORATION | VN382357 | | SHIPPING CHARGE FOR TONERS FOR | |
| | | | | | 001-190-0000-4300 | 21.00 |
| | | | VN385100 | | COPIERS CONTRACT USAGE 04/19/14 | |
| | | | | | 001-420-0000-4260 | 113.49 |
| | | | | | 001-190-0000-4320 | 455.52 |
| | | | | | 103-420-0000-4260 | 2.17 |
| | | | | | 104-420-0000-4260 | 2.17 |
| | | | | | 070-381-0000-4290 | 38.31 |
| | | | | | 001-190-0000-4320 | 137.47 |
| | | | | | Total : | 770.13 |
| 106158 | 6/16/2014 | 101607 ICE MACHINE SALES & SERVICE CO | 0157316-IN | | ICE MACHINE REPAIR | |
| | | | | | 001-390-0450-4330 | 192.00 |
| | | | | | 070-381-0000-4330 | 30.00 |
| | | | | | 070-381-0450-4260 | 120.77 |

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| 106166 | 6/16/2014 | 102432 OFFICE DEPOT | (Continued) 702461733001 | | HEAVY STAPLER 001-423-0000-4300 | 28.04 |
| | | | 702461734001 | | RECEIPT BOOK, CALENDARS, PAPER (| |
| | | | | | 001-423-0000-4300 | 39.15 |
| | | | 705078237001 | | TOTE, FOLDERS, PUSH PINS 103-420-0000-4300 | 15.28 |
| | | | | | 104-420-0000-4300 | 15.28 |
| | | | | | 001-420-0000-4300 | 164.28 |
| | | | | | 004-2346 | 15.92 |
| | | | 706863962001 | | POCKET PORFOLIO, COPY PAPER 001-423-0000-4300 | 334.40 |
| | | | 706863963001 | | GLUE STICKS 001-423-0000-4300 | 41.69 |
| | | | 706875522001 | | SCISSORS 001-423-0000-4300 | 8.84 |
| | | | 708741630001 | | TONER 004-2360 | 101.99 |
| | | | 708889231001 | | ERGO KEYBOARD 001-105-0000-4300 | 39.14 |
| | | | | | 001-101-0000-4300 | 93.40 |
| | | | 708889322001 | | CONTRACT COVERS 001-105-0000-4300 | 12.91 |
| | | | 711908246001 | | STENO NOTE PADS 001-310-0000-4300 | 7.37 |
| | | | 711908627001 | | PLOTTER PAPER 001-310-0000-4300 | 50.02 |
| | | | 712023235001 | | FILE CABINET RAILING & NOTE PADS 001-150-0000-4300 | 56.23 |
| | | | 712156503001 | | PENS, DEP BAGS, CHAIRMAT 001-222-0000-4300 | 141.82 |
| | | | 714530674001 | | PENS 001-222-0000-4300 | 158.88 |
| | | | 714698216001 | | CUBICLE SHELF 001-222-0000-4300 | 10.72 |
| | | | 714698302001 | | DESKTOP ARTICULATING ARM 001-222-0000-4300 | 178.47 |

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| 106166 | 6/16/2014 | 102432 102432 OFFICE DEPOT | (Continued) | | Total : | 2,996.27 |
| 106167 | 6/16/2014 | 102683 PRO VEN INC. | 521141 | | TRAFFIC SIGNAL CONSULT - 001-370-0000-4260 | 200.00 |
| | | | | | Total : | 200.00 |
| 106168 | 6/16/2014 | 102800 RED STAR CHARTER & TOURS | 106 - FINAL BALANCE | | FINAL PAYMENT- SENIOR ENSENADA 1 004-1230 | 4,125.00 |
| | | | | | Total : | 4,125.00 |
| 106169 | 6/16/2014 | 102929 ROYAL PAPER CORPORATION | 4445551 | | JANITORIAL SUPPLIES-VARIOUS DEPA 001-390-0222-4300 | 134.71 |
| | | | | | 001-390-0310-4300 | 189.17 |
| | | | | | 001-390-0410-4300 | 553.04 |
| | | | | | 001-390-0460-4300 | 317.90 |
| | | | | | 001-390-0470-4300 | 301.15 |
| | | | | | 001-390-0480-4300 | 41.61 |
| | | | | | 001-390-7500-4300 | 421.35 |
| | | | | | 070-381-0450-4300 | 54.46 |
| | | | | | Total : | 2,013.39 |
| 106170 | 6/16/2014 | 102930 ROYAL WHOLESALE ELECTRIC | 8901-698069 | | BIRD SPIDER 029-335-0301-4300 | 82.84 |
| | | | | | Total : | 82.84 |
| 106171 | 6/16/2014 | 103010 SAM'S CLUB DIRECT, #0402465855179 | 2258 | | SUPPLIES FOR END OF YEAR PARTY F 103-420-0000-4300 | 191.78 |
| | | | 2689 | | 104-420-0000-4300 | 89.56 |
| | | | 3848 | | REFRESHMENTS FOR SENIOR EXPO (| |
| | | | | | 004-2346 | 211.14 |
| | | | 5075 | | MORNINGSIDE END OF YEAR CELEBR 104-420-0000-4300 | 127.97 |
| | | | | | VENDING MACHINE MERCHANDISE 001-190-3904-4300 | 263.67 |
| | | | | | Total : | 884.12 |
| 106172 | 6/16/2014 | 103029 SAN FERNANDO, CITY OF | 14192-14259 | | REIMBURSEMENT TO WORKERS COM 006-1035 | 31,362.40 |

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| 106172 | 6/16/2014 | 103029 103029 SAN FERNANDO, CITY OF | (Continued) | | Total : | 31,362.40 |
| 106173 | 6/16/2014 | 103057 SAN FERNANDO VALLEY SUN | 8955 | | PUBLIC HEARING NOTICE - FY2014/15 001-190-0000-4230 | 43.45 |
| | | | | | Total : | 43.45 |
| 106174 | 6/16/2014 | 103090 SUSAN SAXE-CLIFFORD, PH.D. | 14-0529-8 | | PSYCH EVALUATION 001-222-0000-4260 | 450.00 |
| | | | | | Total : | 450.00 |
| 106175 | 6/16/2014 | 103184 SMART & FINAL | 129078 | | ASCEP SUPPLIES 103-420-0000-4300 | 60.30 |
| | | | 130760 | | 104-420-0000-4300 SUPPLIES | 60.29 |
| | | | | | 070-383-0301-4300 | 125.19 |
| | | | | | 072-360-0301-4300 | 125.18 |
| | | | 133946 | | SUPPLIES FOR SENIOR MEAL PROG 010-422-3750-4300 | 179.09 |
| | | | | | Total : | 550.05 |
| 106176 | 6/16/2014 | 103202 SOUTHERN CALIFORNIA EDISON CO. | 051414 | | ELECTRIC - TRUMAN/KITTRIDGE 001-341-0000-4210 | 25.00 |
| | | | 051514 | | ELECTRIC - VARIOUS LOCATIONS 070-384-0000-4210 | 707.62 |
| | | | | | 001-390-0450-4210 | 795.63 |
| | | | | | 070-381-0000-4210 | 398.58 |
| | | | | | 072-360-0000-4210 | 398.58 |
| | | | 053114 | | ELECTRIC- VARIOUS LOCATIONS 001-371-0000-4210 | 106.78 |
| | | | | | 029-335-0000-4210 | 1,524.27 |
| | | | 060314 | | ELECTRIC - 200 HUBBARD 001-371-0000-4210 | 48.96 |
| | | | | | Total : | 4,005.42 |
| 106177 | 6/16/2014 | 103251 STANLEY PEST CONTROL | 611806 | | PEST CONTROL @ PD 001-390-0222-4260 | 64.00 |
| | | | | | Total : | 64.00 |

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| 106178 | 6/16/2014 | 103444 ULTRA GREENS, INC | 52471 | | MACLAY STREETSCAPE PLANTS 011-311-7510-4300 | 71.92 | |
| | | | 52532 | | MACLAY STREETSCAPE PLANTS 011-311-7510-4300 | 87.20 | |
| | | | | | Total : | 159.12 | |
| 106179 | 6/16/2014 | 103445 UNDERGROUND SERVICE ALERT | 520140658 | | 88 NEW USA DIGALERT TICKETS 070-381-0000-4260 | 132.00 | |
| | | | | | Total : | 132.00 | |
| 106180 | 6/16/2014 | 103534 VALLEY LOCKSMITH | 1829 | | REMOTE CONTROLLERS FOR FLEET 070-381-0450-4300 | 119.85 | |
| | | | 1853 | | KEY TAGS - DEPT SUPPLIES 001-320-0000-4300 | 64.31 | |
| | | | 1854 | | KEY S & CABINET LOCKS FOR NEW TR 070-383-0000-4320 | 114.38 | |
| | | | | | Total : | 298.54 | |
| 106181 | 6/16/2014 | 103584 VIEJAS CASINO | 05292014 | | DEP - SENIOR TRIP TO VIEJAS CASINO 004-1230 | 600.00 | |
| | | | | | Total : | 600.00 | |
| 106182 | 6/16/2014 | 103603 VULCAN MATERIALS COMPANY | 70302304 | | INCORRECT INVOICE-SEE CREDIT #70 070-383-0301-4300 | 1,012.23 | |
| | | | 70302304 | | CREDIT FOR INCORRECT INV #70302304 070-383-0301-4300 | -1,012.23 | |
| | | | 70313187 | | FILL FOR TRENCH REPAIR 070-383-0301-4300 | 579.62 | |
| | | | 70369738 | | AGG BASE 070-383-0301-4300 | 508.19 | |
| | | | | | Total : | 1,087.81 | |
| 106183 | 6/16/2014 | 103694 WILLDAN ASSOCIATES | 00612625 | | ON-CALL TRAFFIC ENGINEERING SERVICE 001-310-0000-4270 | 1,260.00 | |
| | | | | | Total : | 1,260.00 | |
| 106184 | 6/16/2014 | 103710 WONDRIES FLEET GROUP | 31155832 | | PATROL VEHICLES | | |

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| 106184 | 6/16/2014 | 103710 WONDRIES FLEET GROUP | (Continued) | 11044 | 041-225-0000-4500 041-225-0000-4500 | 25,004.75 2,249.64 |
| | | | | | Total : | 27,254.39 |
| 106185 | 6/16/2014 | 103738 YOSEF AMZALAG SUPPLY | 12109996 | | NIPPLES, EXTRACTOR, POPUPS, NOZ | 67.92 |
| | | | 12111003 | | 070-383-0301-4300 IRRIGATION REPAIR @ REC PARK | 52.96 |
| | | | 12111591 | | 001-390-0410-4300 IRRIGATION REPAIRS @ CITY HALL | 86.55 |
| | | | 12111697 | | 001-390-0310-4300 IRRIGATION REPAIR @ RUDY ORTEGA | 69.81 |
| | | | 12111953 | | 001-390-7500-4300 IRRIGATION REPAIR @ LP PARK | 20.37 |
| | | | 12112478 | | 001-390-0460-4300 IRRIGATION REPAIRS @ LP PARK | 62.68 |
| | | | 12112773 | | 001-390-0460-4300 SOLID PIPE | 119.23 |
| | | | | | 070-383-0301-4300 | 479.52 |
| 106186 | 6/16/2014 | 103903 TIME WARNER CABLE | 8448200540010328 | | CABLE SERVICE 06/05/14 - 07/04/14 | 64.02 |
| | | | | | 001-190-0000-4220 | 64.02 |
| 106187 | 6/16/2014 | 103948 CDW GOVERNMENT, INC. | LH76791 | | AVL ACROBAT PRO | 355.85 |
| | | | | | 004-2360 | 355.85 |
| 106188 | 6/16/2014 | 887121 DELL MARKETING L.P. | XJC2N6J79 | | VLA OFFICE STD 2013 | 253.01 |
| | | | XJDM3TT85 | | 001-424-0000-4300 ALL-IN-ONE STAND | 120.45 |
| | | | XJDM5C918 | | 001-222-0000-4300 COMPUTER | 832.28 |
| | | | XJDN3P492 | | 001-222-0000-4300 VLA OFFICE STD 2013 UPDATE | 80.00 |
| | | | | | 027-344-0000-4320 | |
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| 106188 | 6/16/2014 | 887121 DELL MARKETING L.P. | (Continued) | | 070-384-0000-4430 | 81.56 |
| | | | | | 072-360-0000-4310 | 80.00 |
| | | | XJDTW5KF8 | | VLA OFFICE STD 2013 | 241.56 |
| | | | XJDW2CFK2 | | 001-222-0000-4300 COMPUTER | 676.69 |
| | | | XJDW4NT99 | | 001-222-0000-4300 MONITOR | 157.62 |
| | | | | | 001-222-0000-4300 | 2,523.17 |
| 106189 | 6/16/2014 | 887249 GALLS, LLC | 002005989 | | MINI BOLTMASTER FOR K9 | 201.04 |
| | | | | | 001-222-0000-4300 | 201.04 |
| 106190 | 6/16/2014 | 887377 AKEMON, DOLORES | MAY 2014 | | COMMISSIONER'S REIMBURSEMENT | 50.00 |
| | | | | | 001-310-0000-4111 | 50.00 |
| 106191 | 6/16/2014 | 887466 SIMON'S POWER EQUIPMENT, INC. | 57203 | | CHAIN SAW TO REPLACE STOLEN ONE | 250.00 |
| | | | | | 029-335-0000-4340 | 403.99 |
| | | | 57204 | | 001-370-0301-4300 CHAIN SAW TO REPLACE STOLEN ONE | 762.99 |
| | | | | | 029-335-0000-4500 | 1,416.98 |
| 106192 | 6/16/2014 | 887695 AL'S KUBOTA TRACTOR | 335983 | | IDLER PULLEY & SPRING - PK1169 | 53.42 |
| | | | | | 001-320-0390-4400 | 53.42 |
| 106193 | 6/16/2014 | 887939 ULINE SHIPPING SUPPLIES | 59029232 | | SPILL KIT FOR OSHA COMPLIANCE | 829.71 |
| | | | | | 001-370-0301-4300 | 829.71 |
| 106194 | 6/16/2014 | 887952 J. Z. LAWNMOWER SHOP | 10702 | | EQUIP MAINT | 55.31 |
| | | | 10703 | | 001-390-0410-4320 TOOL REPAIR | |
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| 106194 | 6/16/2014 | 887952 J. Z. LAWMOWER SHOP | (Continued) | | 070-383-0000-4320 | 16.35 |
| | | | | | Total : | 71.66 |
| 106195 | 6/16/2014 | 888056 DOWNTOWN FORD SALES | 226827 | 11047 | NEW 2013 FORD F-650 5-6 YARD DUMF 070-383-0000-4500 | 74,186.14 |
| | | | | | Total : | 74,186.14 |
| 106196 | 6/16/2014 | 888138 KOPPL PIPELINE SERVICES, INC. | 13179 | | 4" TEST & TAP - 1600 SAN FERNANDO I 070-383-0000-4600 | 410.00 |
| | | | | | Total : | 410.00 |
| 106197 | 6/16/2014 | 888241 UNITED SITE SERVICES OF CA INC | 114-2030119 | | PORTABLE TOILET RENTAL @ REC PAI 001-420-0000-4260 | 143.90 |
| | | | | | Total : | 143.90 |
| 106198 | 6/16/2014 | 888242 MCI COMM SERVICE | 7DK54968 | | MTA PHONE LINES 007-440-0441-4220 | 31.82 |
| | | | | | Total : | 31.82 |
| 106199 | 6/16/2014 | 888254 MCCALLA COMPANY | 951643 | | GLOVES 001-222-0000-4300 | 691.97 |
| | | | 951645 | | WIPES FOR LIVESCAN MACHINE 001-222-0000-4300 | 181.66 |
| | | | | | Total : | 873.63 |
| 106200 | 6/16/2014 | 888321 ARRIZON, FRANCISCO | MAY 2014 | | COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |
| 106201 | 6/16/2014 | 888356 ADVANCED AUTO REPAIR BODY & | 1156 | | REPLACE REAR CONTROL ARM - PD3C 001-320-0225-4400 | 270.37 |
| | | | 1162 | | REPLACE A/C CONDENSER RECHARG 001-320-0225-4400 | 336.15 |
| | | | 1165 | | REPL A/C COMPRESSOR; REPLACE A/I 001-320-0225-4400 | 576.17 |
| | | | 1166 | | REPLACE DOOR HANDLE & FIX SHIFTE 029-335-0000-4400 | 171.62 |
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| 106201 | 6/16/2014 | 888356 888356 ADVANCED AUTO REPAIR BODY & | (Continued) | | | Total : 1,354.31 |
| 106202 | 6/16/2014 | 888455 LA PAZ MEXICAN RESTAURANT | 062914 | | SENIOR CLUB SUNDAY BRUNCH ON 06/16/14 004-2384 | 1,280.00 |
| | | | | | Total : | 1,280.00 |
| 106203 | 6/16/2014 | 888646 HD SUPPLY WATER WORKS, LTD | C302864 | | FIRE SERVICE MAT'L 070-383-0301-4300 | 1,399.88 |
| | | | C365973 | | MEGALUG - METAL JOINT RESTRAINT 070-383-0701-4600 | 203.60 |
| | | | C404038 | | SOFT COPPER TUBING 070-383-0301-4300 | 1,618.43 |
| | | | C459480 | | SADDLES AND CORPS 070-383-0301-4300 | 1,135.18 |
| | | | | | Total : | 4,357.09 |
| 106204 | 6/16/2014 | 888693 VISION INTERNET PROVIDERS, INC. | 27366 | | WEB HOSTING FEE (05/14) 001-105-0000-4270 | 200.00 |
| | | | | | Total : | 200.00 |
| 106205 | 6/16/2014 | 888762 COMMAND CONCRETE CUTTING | 11879 | | WATER SVC TRENCH CUT SAN FERNA 070-383-0000-4600 | 450.00 |
| | | | 11882 | | WATER SVC TRENCH CUT GLENOAKS 070-383-0000-4600 | 987.50 |
| | | | | | Total : | 1,437.50 |
| 106206 | 6/16/2014 | 888800 BUSINESS CARD | 052014 | | 2014 NALEO CONFERENCE REGISTRA 001-101-0101-4370 | 600.00 |
| | | | | | 001-101-0111-4370 | 600.00 |
| | | | | | 001-101-0113-4370 | 600.00 |
| | | | | | 001-101-0103-4370 | 600.00 |
| | | | 052914 | | 2014 NALEO CONFERENCE LODGING 001-101-0101-4370 | 466.08 |
| | | | | | 001-101-0111-4370 | 466.08 |
| | | | | | 001-101-0109-4370 | 466.08 |
| | | | | | 001-101-0113-4370 | 466.08 |
| | | | | | 001-101-0103-4370 | 466.08 |
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| 106206 | 6/16/2014 | 888800 888800 BUSINESS CARD | (Continued) | | | Total : 4,730.40 |
| 106207 | 6/16/2014 | 888800 BUSINESS CARD | 052214 | | NAME TAGS FOR CITY COUNCIL 001-101-0000-4300 | 44.50 |
| | | | 052214 | | 2014 ICA CONFERENCE LODGING DEP 001-1230 | 230.93 |
| | | | | | Total : | 275.43 |
| 106208 | 6/16/2014 | 888869 MUNITEMPS STAFFING | 124613 | | TEMPORARY STAFFING - INTERIM FIN/ 001-130-0000-4112 | 8,011.25 |
| | | | | | Total : | 8,011.25 |
| 106209 | 6/16/2014 | 888873 ROYAL FLUSH | 2074 | | PORTABLE TOILET RENTAL @ 12900 D 070-384-0000-4260 | 133.00 |
| | | | | | Total : | 133.00 |
| 106210 | 6/16/2014 | 889037 AT&T MOBILITY | 875587443 | | MODEM FOR MESSAGE BOARD 001-310-0000-4220 | 61.75 |
| | | | | | Total : | 61.75 |
| 106211 | 6/16/2014 | 889043 ALADIN JUMPERS | 052314 | | LARGE DANCE FLOOR RENTAL 05/24/1 001-424-0000-4300 | 255.00 |
| | | | | | Total : | 255.00 |
| 106212 | 6/16/2014 | 889149 STAPLES BUSINESS ADVANTAGE | 8029986166 | | KITCHEN SUPPLIES - COFFEE, FILTES, 001-190-0000-4300 | 309.55 |
| | | | | | Total : | 309.55 |
| 106213 | 6/16/2014 | 889328 FIRST TRANSIT, INC. | 10947610 | | MCT - APRIL 2014 007-440-0442-4260 008-310-0000-4260 | 22,350.24 19,358.92 |
| | | | | | Total : | 41,709.16 |
| 106214 | 6/16/2014 | 889491 WILL DAN FINANCIAL SERVICES | 007-11790 | 11066 | AS-NEEDED PLANNING SERVICES 001-105-0000-4260 | 3,575.00 |
| | | | | | Total : | 3,575.00 |
| 106215 | 6/16/2014 | 889532 GILMORE, REVA A. | 05/17/14 - 05/30/14 | | FOOD SERVICE MANAGER | |
| | | | | | | Page: 15 |

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|---------------------------------|-----------|--------------------------------------|---------------------|------|---|-----------------|
| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 106215 | 6/16/2014 | 889532 GILMORE, REVA A. | (Continued) | | | |
| | | | | | 010-422-3750-4270 | 643.50 |
| | | | | | 010-422-3752-4270 | 188.50 |
| | | | | | Total : | 832.00 |
| 106216 | 6/16/2014 | 889533 MARTINEZ, ANITA | 05/17/14 - 05/30/14 | | ASSISTANT FOOD MANAGER 010-422-3750-4270 | 177.00 |
| | | | | | Total : | 177.00 |
| 106217 | 6/16/2014 | 889534 RAMIREZ, FRANCISCO | 05/17/14 - 05/30/14 | | HDM DRIVER 010-422-3752-4270 010-422-3752-4390 | 159.30 46.80 |
| | | | | | Total : | 206.10 |
| 106218 | 6/16/2014 | 889535 GOMEZ, GILBERT | 05/17/14 - 05/30/14 | | HDM DRIVER 010-422-3752-4270 010-422-3752-4390 | 159.30 51.48 |
| | | | | | Total : | 210.78 |
| 106219 | 6/16/2014 | 889592 CUELLAR, JIMMY KYLE | APR - MAY 2014 | | MMAP INSTRUCTOR 108-424-3657-4260 | 600.00 |
| | | | | | Total : | 600.00 |
| 106220 | 6/16/2014 | 889602 RESPOND SYSTEMS | 294432 | | NITRILE GLOVES FOR HANDLING TRA 072-360-0000-4310 | 216.91 |
| | | | | | Total : | 216.91 |
| 106221 | 6/16/2014 | 889627 VERIZON CONFERENCING | 64921 | | CONFERENCE CALLS 05/15/14 001-190-0000-4220 | 4.80 |
| | | | | | Total : | 4.80 |
| 106222 | 6/16/2014 | 889680 JIMENEZ LOPEZ, JUAN MANUEL | MAY 2014 | | MMAP INSTRUCTOR 109-424-3656-4260 | 500.00 |
| | | | | | Total : | 500.00 |
| 106223 | 6/16/2014 | 889681 VILLALPANDO, MARIA | 05/17/14 - 05/30/14 | | FOOD SERVICE WORKER 010-422-3750-4270 010-422-3752-4270 | 199.13 39.83 |
| | | | | | | Page: 16 |

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|---------------------------------|-----------|--------------------------------------|--------------|------|--|------------------------------|
| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 106223 | 6/16/2014 | 889681 889681 VILLALPANDO, MARIA | (Continued) | | | Total : 238.96 |
| 106224 | 6/16/2014 | 889833 BICKMORE RISK SERVICES, INC. | BRS-0010088 | | ACTUARIAL VALUATION OF OTHER 001-130-0000-4270 | 6,500.00 Total : 6,500.00 |
| 106225 | 6/16/2014 | 890030 ELITE EQUIPMENT INC | 20556 | | PARTNER SAW REPAIR 070-383-0000-4320 | 133.39 Total : 133.39 |
| 106226 | 6/16/2014 | 890095 O'REILLY AUTO PARTS | 4605-106933 | | FILTERS FOR FLEET 001-1215 | 79.72 |
| | | | 4605-106934 | | AIR FILTER - PW3241 | |
| | | | 4605-107282 | | 029-335-0000-4400 AIR FILTER - PD7863 | 14.63 |
| | | | 4605-107383 | | 001-320-0224-4400 BATTERY - PD4985 | 9.64 |
| | | | | | 001-320-0225-4400 | 101.92 |
| | | | | | Total : | 205.91 |
| 106227 | 6/16/2014 | 890109 SUPERMEDIA LLC | 490003218406 | | DOMAIM REGISTRATION & E-MAIL - M# 001-190-0000-4220 | 50.95 Total : 50.95 |
| 106228 | 6/16/2014 | 890242 SAFEWAY SIGN COMPANY | 98684 | | CITY HALL SIGNS ORDERED BY INTER 001-370-0301-4300 | 104.48 Total : 104.48 |
| 106229 | 6/16/2014 | 890358 BALLIN, PHILLIP ARTHUR | MAY 2014 | | COMMISSIONER'S REIMBURSMENT 001-310-0000-4111 | 50.00 Total : 50.00 |
| 106230 | 6/16/2014 | 890377 F & F SIGNS | 00102 | | DECALS FOR NEW POLICE UNIT 041-225-0000-4500 | 493.87 |
| | | | 101 | | NEW TRUCK PREPARATION DECAL-W/ 070-383-0000-4500 | 163.87 |
| | | | | | Total : | 657.74 |
| | | | | | | Page: 17 |

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|---------------------------------|-----------|---------------------------------------|------------|-------|--|--|
| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 106231 | 6/16/2014 | 890392 CA HOUSING FINANCE AGENCY | 1672 | | CALHFA LOAN - PARTIAL PAYMENT AS 001-1230 | 350,000.00 Total : 350,000.00 |
| 106232 | 6/16/2014 | 890535 PLUMP ENGINEERING INC | 0037383-IN | | POSTAGE AND DELIVERY OF LID REPC 070-384-0000-4600 | 56.33 Total : 56.33 |
| 106233 | 6/16/2014 | 890546 BARAJAS, CRYSTAL | MAY 2014 | | MMAP MENTOR/INSTRUCTOR 001-424-0000-4430 | 90.00 Total : 90.00 |
| 106234 | 6/16/2014 | 890553 SMART SOURCE OF CALIFORNIA LLC | 1323268 | | BLUE UTILITY BILLS 070-382-0000-4300 072-360-0000-4300 | 1,359.82 1,359.81 Total : 2,719.63 |
| 106235 | 6/16/2014 | 890561 GCS INC. | 60232 | 11013 | JANITORIAL SERVICES CONTRACT FO 001-390-0222-4260 | 3,200.00 |
| | | | | 11013 | 001-390-0310-4260 | 1,214.00 |
| | | | | 11013 | 001-390-0410-4260 | 2,007.00 |
| | | | | 11013 | 072-360-0450-4260 | 1,088.00 |
| | | | | 11013 | 001-390-0460-4260 | 3,080.00 |
| | | | | 11013 | 001-430-0000-4260 | 2,850.00 |
| | | | | | Total : | 13,439.00 |
| 106236 | 6/16/2014 | 890608 ASCENCIO, GERARDO | 783301-1 | | COMPILATION & CREATION OF DVD VII 004-2360 | 700.00 |
| | | | 783301-2 | | DOCUMENTATION OF PRIOR GRANT P 001-424-0000-4430 | 800.00 |
| | | | | | Total : | 1,500.00 |
| 106237 | 6/16/2014 | 890879 EUROFINS EATON ANALYTICAL, INC | L0162316 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 164.00 |
| | | | L0162882 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 164.00 |
| | | | L0163261 | | WATER ANALYSIS FOLDERS | |
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|---------|-----------|---------------------------------------|-------------|-------|--|-----------------|
| 106237 | 6/16/2014 | 890879 EUROFINS EATON ANALYTICAL, INC | (Continued) | | | |
| | | | L0163770 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 225.00 |
| | | | L0163866 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 139.60 |
| | | | L0164104 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 164.00 |
| | | | L0164619 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 164.00 |
| | | | L0164633 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 139.60 |
| | | | L0164656 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 139.60 |
| | | | L0164874 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 139.60 |
| | | | L0165012 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 139.60 |
| | | | L0165304 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 200.00 |
| | | | L0165866 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 164.00 |
| | | | L0166540 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 164.00 |
| | | | L0167477 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 164.00 |
| | | | L0168000 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | 164.00 |
| | | | | | Total : | 2,574.60 |
| 106238 | 6/16/2014 | 890897 EVAN BROOKS ASSOCIATES, INC | 14005-1 | | CONTRACTED PLANNER SERVICES | |
| | | | 14005-2 | 11062 | 001-150-0000-4270 CONTRACTED PLANNER SERVICES | 4,050.00 |
| | | | | 11062 | 001-150-0000-4270 | 1,800.00 |
| | | | | | Total : | 5,850.00 |
| 106239 | 6/16/2014 | 890970 WEX BANK | 37000842 | | FUEL FOR FLEET | |

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|---------|-----------|-----------------------------|-------------|------|---------------------------------|------------------|
| 106239 | 6/16/2014 | 890970 WEX BANK | (Continued) | | | |
| | | | | | 070-383-0000-4402 | 1,010.51 |
| | | | | | 070-384-0000-4402 | 435.80 |
| | | | | | 072-360-0000-4402 | 509.79 |
| | | | | | 073-350-0000-4402 | 113.42 |
| | | | | | 001-320-0226-4402 | 57.50 |
| | | | | | 001-320-0152-4402 | 603.05 |
| | | | | | 001-320-0221-4402 | 49.96 |
| | | | | | 001-320-0222-4402 | 429.15 |
| | | | | | 001-320-0224-4402 | 1,347.95 |
| | | | | | 001-320-0225-4402 | 4,791.16 |
| | | | | | 001-320-0228-4402 | 1,104.91 |
| | | | | | 001-320-0311-4402 | 1,104.84 |
| | | | | | 001-320-0312-4402 | 116.65 |
| | | | | | 001-320-0320-4402 | 232.28 |
| | | | | | 001-320-0346-4402 | 131.04 |
| | | | | | 001-320-0370-4402 | 263.75 |
| | | | | | 001-320-0371-4402 | 281.86 |
| | | | | | 001-320-0390-4402 | 1,502.66 |
| | | | | | 001-320-0420-4402 | 4.00 |
| | | | | | 007-313-3630-4402 | 2,232.88 |
| | | | | | 027-344-0000-4402 | 131.57 |
| | | | | | 029-335-0000-4402 | 182.04 |
| | | | | | 070-381-0000-4402 | 39.73 |
| | | | | | 070-382-0000-4402 | 135.81 |
| | | | | | Total : | 16,812.31 |
| 106240 | 6/16/2014 | 890998 TRUJILLO, RODOLFO | MAY 2014 | | COMMISSIONER'S REIMBURSEMENT | |
| | | | | | 001-310-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |
| 106241 | 6/16/2014 | 890999 BERRIOZABAL, GILBERT | MAY 2014 | | COMMISSIONER'S REIMBURSEMENT | |
| | | | | | 001-310-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |
| 106242 | 6/16/2014 | 891063 ONYX ARCHITECTS, INC | 20490 | | DESIGN & CONSTRUCTION DOCUMENTS | |
| | | | | | 001-140-0000-4270 | 1,730.75 |

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|---------------------------------|-----------|--------------------------------------|----------------------|-------|---|------------------|
| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 106242 | 6/16/2014 | 891063 ONYX ARCHITECTS, INC | (Continued) 20521 | 11077 | CONSTRUCTION OBSERVATION SERVI 001-150-3609-4270 | 240.00 |
| | | | | | Total : | 1,970.75 |
| 106243 | 6/16/2014 | 891121 RIVERA, NICOLE | MAY 2014 | | MMAP MENTOR/INSTRUCTOR 109-424-3656-4260 | 90.00 |
| | | | | | Total : | 90.00 |
| 106244 | 6/16/2014 | 891141 OLIVAREZ MADRUGA, P.C. | 12165 | | LEGAL SERVICES 001-110-0000-4270 | 25,112.95 |
| | | | | | 070-110-0000-4270 | 540.00 |
| | | | | | 072-360-0000-4270 | 40.00 |
| | | | | | 073-110-0000-4270 | 1,540.00 |
| | | | | | 001-110-5624-4270 | 860.00 |
| | | | 12206 | | LEGAL SERVICES 001-110-0000-4270 | 15,930.27 |
| | | | | | 070-110-0000-4270 | 240.00 |
| | | | | | 072-360-0000-4270 | 1,140.00 |
| | | | | | 073-110-0000-4270 | 6,420.00 |
| | | | | | Total : | 51,823.22 |
| 106245 | 6/16/2014 | 891209 AUTONATION SSC | 192169 | | COOLANT/ANTI FREEZE 001-1215 | 293.52 |
| | | | | | Total : | 293.52 |
| 106246 | 6/16/2014 | 891307 GREENFIX AMERICA, LLC | 4723 | | REPLACEMENT NOZZLE; CNG STATIO 001-320-3661-4600 | 988.68 |
| | | | | | Total : | 988.68 |
| 106247 | 6/16/2014 | 891311 TORRES, RITA | 05/15/14 - 05/30/14 | | ENP SUBSTITUTE 010-422-3750-4270 | 22.13 |
| | | | | | Total : | 22.13 |
| 106248 | 6/16/2014 | 891338 NESTLE PURE LIFE DIRECT | 04E0033013574 | | WATER 001-430-0000-4300 | 35.27 |
| | | | | | Total : | 35.27 |
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|---------------------------------|-----------|--------------------------------------|---------------------|------|---|---------------|
| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 106249 | 6/16/2014 | 891355 NAREZ, FABIAN | MAY 2014 | | MMAP MENTOR/INSTRUCTOR 001-424-0000-4430 | 120.00 |
| | | | | | Total : | 120.00 |
| 106250 | 6/16/2014 | 891440 YANAGIDA, CHELSEA | 04/15/14 - 05/16/14 | | 100 CITIZENS OPERATIONS MANUAL 010-430-3649-4260 | 37.50 |
| | | | | | Total : | 37.50 |
| 106251 | 6/16/2014 | 891474 GEORGE, YULIANA | 50-4710-06 | | WATER ACCT REFUND - 1060 ORANGE 070-2010 | 38.85 |
| | | | | | Total : | 38.85 |
| 106252 | 6/16/2014 | 891475 FAJARDO, JOSEPHINA | 54-0312-05 | | WATER ACCT REFUND - 837 GRISWOL 070-2010 | 24.11 |
| | | | | | Total : | 24.11 |
| 106253 | 6/16/2014 | 891476 SANDOVAL, ARMANDO | 43-0970-03 | | WATER ACCT REFUND - 520 N MEYER 070-2010 | 41.73 |
| | | | | | Total : | 41.73 |
| 106254 | 6/16/2014 | 891477 ABASTA, CHRISTINA | 58-1708-02 | | WATER ACCT REFUND - 610 N WORKM 070-2010 | 113.96 |
| | | | | | Total : | 113.96 |
| 106255 | 6/16/2014 | 891478 CARRERA, MISAEL | 1006274.001 | | BASKETBALL REFUND 017-3770-1328 | 70.00 |
| | | | | | Total : | 70.00 |
| 106256 | 6/16/2014 | 891479 HUERTA, INES | 2000004686 | | FACILITY RENTAL REFUND 001-3777-0000 | 395.00 |
| | | | | | Total : | 395.00 |
| 106257 | 6/16/2014 | 891480 KETCHUM, EVA | 404114 | | SENIOR TRIP REFUND - CANCELLATIO 004-2384 | 18.00 |
| | | | | | Total : | 18.00 |
| 106258 | 6/16/2014 | 891481 SPRINT | LCI-201362 | | SEARCH WARRANT-INVEST SERVICES 001-224-0000-4270 | 30.00 |
| | | | | | Total : | 30.00 |
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|-----------------------------------|-----------|--------------------------------|-------------|------|--|--------------------------------|
| 106258 | 6/16/2014 | 891481 891481 SPRINT | (Continued) | | | Total : 30.00 |
| 106259 | 6/16/2014 | 891482 TEXTILE ARTS | CV#1 | | LOPEZ ADOBE ARTIFACTS 001-150-3609-4270 | 337.02 Total : 337.02 |
| 106260 | 6/16/2014 | 891484 BERLOC SIGN CO. | 7989 | | DOOR SIGNS 001-105-0000-4300 | 152.49 Total : 152.49 |
| 106261 | 6/16/2014 | 891485 SUCCESSOR AGENCY TO THE | NONPO-1 | | DOF DISALLOWED AMOUNT OF \$44,11' 001-3947-0000 | 44,117.00 Total : 44,117.00 |
| 106262 | 6/16/2014 | 891485 SUCCESSOR AGENCY TO THE | NONPO-2 | | TRANSFERRING ADMIN FUNDS FROM 001-3947-0000 | 13,951.00 Total : 13,951.00 |
| 125 Vouchers for bank code : bank | | | | | | Bank total : 953,141.17 |
| 125 Vouchers in this report | | | | | | Total vouchers : 953,141.17 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|---------------------------------------|-----------|------|---|-------------------|
| 105776 | 5/6/2014 | 102519 P.E.R.S. | DEMAND | | HEALTH INSURANCE BENEFITS - MAY : 001-1160 | 168,435.86 |
| | | | | | Total : | 168,435.86 |
| 105777 | 5/8/2014 | 103648 CITY OF SAN FERNANDO | PR 5-9-14 | | REIMBURSEMENT FOR PAYROLL W/E : 001-1003 | 323,074.74 |
| | | | | | 007-1003 | 1,246.08 |
| | | | | | 008-1003 | 3,742.41 |
| | | | | | 010-1003 | 8,382.96 |
| | | | | | 011-1003 | 2,121.39 |
| | | | | | 012-1003 | 281.02 |
| | | | | | 017-1003 | 1,606.30 |
| | | | | | 018-1003 | 85,712.14 |
| | | | | | 027-1003 | 3,130.45 |
| | | | | | 029-1003 | 2,636.00 |
| | | | | | 050-1003 | 790.61 |
| | | | | | 070-1003 | 39,834.75 |
| | | | | | 072-1003 | 14,368.60 |
| | | | | | 073-1003 | 869.45 |
| | | | | | 101-1003 | 5,502.19 |
| | | | | | 103-1003 | 4,660.95 |
| | | | | | 104-1003 | 4,652.24 |
| | | | | | Total : | 502,612.28 |
| 105823 | 5/9/2014 | 890907 DELTA DENTAL OF CALIFORNIA | DEMAND | | DENTAL INSURANCE BENEFITS - MAY : 001-1160 | 10,060.09 |
| | | | | | Total : | 10,060.09 |
| 105824 | 5/9/2014 | 891230 DELTA DENTAL INSURANCE COMPANY | DEMAND | | DENTAL INSURANCE BENEFITS - MAY : 001-1160 | 833.69 |
| | | | | | Total : | 833.69 |
| 105825 | 5/9/2014 | 103596 CALIFORNIA VISION SERVICE PLAN | DEMAND | | OPTICAL INSURANCE BENEFITS - MAY 001-1160 | 1,916.43 |
| | | | | | Total : | 1,916.43 |

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Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|---------------------------------|------------|------|---|-------------------|
| 105826 | 5/9/2014 | 887627 STANDARD INSURANCE | DEMAND | | LIFE INSURANCE BENEFITS - MAY 2014-001-1160 | 2,683.96 |
| | | | | | Total : | 2,683.96 |
| 105957 | 5/20/2014 | 102810 REGIONAL TRAINING CENTER | 16308 | | COMPUTER CRIMES TRAINING (POST 001-225-0000-4360) | 155.00 |
| | | | | | Total : | 155.00 |
| 105958 | 5/20/2014 | 102810 REGIONAL TRAINING CENTER | 16300 | | COMPUTER CRIMES TRAINING (POST 001-225-0000-4360) | 155.00 |
| | | | | | Total : | 155.00 |
| 105959 | 5/22/2014 | 103648 CITY OF SAN FERNANDO | PR 5-23-14 | | REIMBURSEMENT FOR PAYROLL W/E 008-1003 | 3,554.23 |
| | | | | | 010-1003 | 4,183.22 |
| | | | | | 011-1003 | 2,164.60 |
| | | | | | 001-1003 | 301,576.16 |
| | | | | | 007-1003 | 1,267.86 |
| | | | | | 012-1003 | 281.04 |
| | | | | | 017-1003 | 825.98 |
| | | | | | 018-1003 | 85,133.60 |
| | | | | | 027-1003 | 3,045.20 |
| | | | | | 029-1003 | 2,617.60 |
| | | | | | 050-1003 | 844.15 |
| | | | | | 070-1003 | 40,139.18 |
| | | | | | 072-1003 | 14,473.45 |
| | | | | | 073-1003 | 869.34 |
| | | | | | 101-1003 | 8,742.68 |
| | | | | | 103-1003 | 3,410.25 |
| | | | | | 104-1003 | 5,246.44 |
| | | | | | Total : | 478,374.98 |
| 105960 | 5/22/2014 | 103031 SAN FERNANDO, CITY OF | NONPO | | POLICE SERVICES 001-224-0000-4270 | 1,500.00 |
| | | | | | Total : | 1,500.00 |

10 Vouchers for bank code : bank

Bank total : 1,166,727.29

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------|-------------------------|---------|------|---------------------|--------------|
| 10 | | Vouchers in this report | | | Total vouchers : | 1,166,727.29 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|-------------------------------|----------|------|--|------------------|
| 105806 | 5/10/2014 | 100916 DEIBEL, PAUL | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 253.50 |
| | | | | | Total : | 253.50 |
| 105807 | 5/10/2014 | 101466 HARVEY, DEVERY MICHAEL | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 285.23 |
| | | | | | Total : | 285.23 |
| 105808 | 5/10/2014 | 101926 LILES, RICHARD | MAY 2014 | | CAL PERS HEALTH INS. REIMB 070-180-0000-4127 072-180-0000-4127 | 236.49 236.49 |
| | | | | | Total : | 472.98 |
| 105809 | 5/10/2014 | 102126 MARTINEZ, MIGUEL | MAY 2014 | | CAL PERS HEALTH INS. REIMB 070-180-0000-4127 | 186.88 |
| | | | | | Total : | 186.88 |
| 105810 | 5/10/2014 | 102473 ORDELHEIDE, ROBERT | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 402.16 |
| | | | | | Total : | 402.16 |
| 105811 | 5/10/2014 | 102864 RIVETTI, DOMINICK | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 180.88 |
| | | | | | Total : | 180.88 |
| 105812 | 5/10/2014 | 103175 SKOBIN, ROMELIA | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 246.18 |
| | | | | | Total : | 246.18 |
| 105813 | 5/10/2014 | 891013 BRUNWIN, HERBERT | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 29.15 |
| | | | | | Total : | 29.15 |
| 105814 | 5/10/2014 | 891021 GUIZA, JENNIE | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 29.15 |
| | | | | | Total : | 29.15 |

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------------------------|-----------|---------------------------|----------|------|---|----------------------------------|
| 105815 | 5/10/2014 | 891027 LOCKETT, JOANN | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 29.15 |
| | | | | | Total : | 29.15 |
| 105816 | 5/10/2014 | 891028 MANTHEY, DONALD | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 183.83 |
| | | | | | Total : | 183.83 |
| 105817 | 5/10/2014 | 891031 ORTEGA, JIMMIE | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 58.30 |
| | | | | | Total : | 58.30 |
| 105818 | 5/10/2014 | 891032 OTREMBA, EUGENE | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 40.26 |
| | | | | | Total : | 40.26 |
| 105819 | 5/10/2014 | 891351 GARCIA, DEBRA | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 274.26 |
| | | | | | Total : | 274.26 |
| 105820 | 5/10/2014 | 891352 HADEN, SUSANNA | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 143.76 |
| | | | | | Total : | 143.76 |
| 105821 | 5/10/2014 | 891353 PEAVY, JOSEPH | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 186.88 |
| | | | | | Total : | 186.88 |
| 105822 | 5/10/2014 | 891354 RAMIREZ, ROSALINDA | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 71.88 |
| | | | | | Total : | 71.88 |
| 17 Vouchers for bank code : bank | | | | | | Bank total : 3,074.43 |
| 17 Vouchers in this report | | | | | | Total vouchers : 3,074.43 |

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HANDWRITTEN CHECKS

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Voucher List

Page: 3

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CITY OF SAN FERNANDO

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------|--------|---------|------|---------------------|--------|
|---------|------|--------|---------|------|---------------------|--------|

Voucher Registers are not final until approved by Council.

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HANDWRITTEN CHECKS

vchlist Voucher List Page: 1
 05/09/2014 10:48:47AM CITY OF SAN FERNANDO

| Bank code : | | bank | | | | |
|-------------|----------|----------------------------|----------|------|--|----------------|
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 105778 | 5/9/2014 | 100306 BARNARD, LARRY | MAY 2014 | | CAL PERS HEALTH INS REIMB 001-180-0000-4127 | 42.58 |
| | | | | | Total : | 42.58 |
| 105779 | 5/9/2014 | 100642 CASTRO, RICO | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 402.16 |
| | | | | | Total : | 402.16 |
| 105780 | 5/9/2014 | 100913 DECKER, CATHERINE | MAY 2014 | | CAL PERS HEALTH INS. REIMB 070-180-0000-4127 | 58.30 |
| | | | | | Total : | 58.30 |
| 105781 | 5/9/2014 | 100995 DRAKE, MICHAEL | MAY 2014 | | CAL PERS HEALTH INS. REIMB 070-180-0000-4127 072-180-0000-4127 | 14.57 14.58 |
| | | | | | Total : | 29.15 |
| 105782 | 5/9/2014 | 100996 DRAKE, JOYCE | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 266.41 |
| | | | | | Total : | 266.41 |
| 105783 | 5/9/2014 | 101538 HOUGH, RAY | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 295.56 |
| | | | | | Total : | 295.56 |
| 105784 | 5/9/2014 | 101933 LITTLEFIELD, LESLEY | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 58.30 |
| | | | | | Total : | 58.30 |
| 105785 | 5/9/2014 | 102206 MILLER, WILMA | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 29.15 |
| | | | | | Total : | 29.15 |
| 105786 | 5/9/2014 | 102232 MIURA, HOWARD | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 58.30 |
| | | | | | Total : | 58.30 |

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| Bank code : | | bank | | | | |
|-------------|----------|-------------------------------|----------|------|---|--------|
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 105787 | 5/9/2014 | 103394 TORRES, RACHEL | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 29.15 |
| | | | | | Total : | 29.15 |
| 105788 | 5/9/2014 | 103643 WEDDING, JERRY | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 58.30 |
| | | | | | Total : | 58.30 |
| 105789 | 5/9/2014 | 103727 WYSBEEK, DOUDE | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 29.15 |
| | | | | | Total : | 29.15 |
| 105790 | 5/9/2014 | 103737 YNIGUEZ, LEONARD | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 183.83 |
| | | | | | Total : | 183.83 |
| 105791 | 5/9/2014 | 889063 AGORICHAS, JOHN | MAY 2014 | | CALPERS HEALTH INS. REIMB. 070-180-0000-4127 | 9.02 |
| | | | | | Total : | 9.02 |
| 105792 | 5/9/2014 | 891010 MAERTZ, ALVIN | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 399.43 |
| | | | | | Total : | 399.43 |
| 105793 | 5/9/2014 | 891011 APODACA-GRASS, ROBERTA | MAY 2014 | | CALPERS HEALTH INS. REIMB. 001-180-0000-4127 | 58.30 |
| | | | | | Total : | 58.30 |
| 105794 | 5/9/2014 | 891014 CREEKMORE, CASIMIRA | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 29.15 |
| | | | | | Total : | 29.15 |
| 105795 | 5/9/2014 | 891016 DEATON, MARK | MAY 2014 | | CAL PERS HEALTH INS. REIMB 070-180-0000-4124 | 472.98 |
| | | | | | Total : | 472.98 |
| 105796 | 5/9/2014 | 891017 ELDRIDGE, WANDA | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 29.15 |

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|-------------------------------|-------------|------|---|----------------------|
| 105796 | 5/9/2014 | 891017 891017 ELDRIDGE, WANDA | (Continued) | | | Total : 29.15 |
| 105797 | 5/9/2014 | 891020 GLASGOW, ROBERT | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 89.77 |
| | | | | | Total : | 89.77 |
| 105798 | 5/9/2014 | 891023 HATFIELD, JAMES | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 40.26 |
| | | | | | Total : | 40.26 |
| 105799 | 5/9/2014 | 891024 HOOKER, RAYMOND | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 25.40 |
| | | | | | Total : | 25.40 |
| 105800 | 5/9/2014 | 891034 RAMSEY, JAMES | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 274.26 |
| | | | | | Total : | 274.26 |
| 105801 | 5/9/2014 | 891035 SHERWOOD, NINA | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 20.13 |
| | | | | | Total : | 20.13 |
| 105802 | 5/9/2014 | 891036 WATT, DAVID | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 58.30 |
| | | | | | Total : | 58.30 |
| 105803 | 5/9/2014 | 891037 WEBB, NANCY | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 137.13 |
| | | | | | Total : | 137.13 |
| 105804 | 5/9/2014 | 891038 WAITE, CURTIS | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 66.04 |
| | | | | | Total : | 66.04 |
| 105805 | 5/9/2014 | 891042 KNIGHT, PAUL | MAY 2014 | | CAL PERS HEALTH INS. REIMB 001-180-0000-4127 | 162.84 |
| | | | | | Total : | 162.84 |

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------|-------------------------------|---------|------|---------------------|----------------------------------|
| 28 | | Vouchers for bank code : bank | | | | Bank total : 3,412.50 |
| 28 | | Vouchers in this report | | | | Total vouchers : 3,412.50 |

Voucher Registers are not final until approved by Council.

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager
By: Michael E. Okafor, Personnel Manager

DATE: June 16, 2014

SUBJECT: Consideration to Adopt Resolutions Approving the Salary Plan and the Table of Organization for Fiscal Year (FY) 2014-2015

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7613 (Attachment “A”) approving the amended Salary Plan; and
- b. Adopt Resolution No. 7614 (Attachment “B”) approving the Table of Organization for FY 2014–2015.

BACKGROUND:

1. On October 8, 2009, the City Council approved a Memorandum of Understanding (MOU) with the San Fernando Public Employees’ Association (SFPEA) that included certain changes in benefits for FY 2009-2010 through FY 2011-2012.
2. On December 7, 2009, the City Council approved an MOU with the San Fernando Management Group (SFMG) that included certain changes in benefits for FY 2009-2010 through FY 2011-2012.
3. On January 19, 2010, the City Council amended the Salary Plan to include similar benefits for the unrepresented confidential employees as with the general employees.
4. On April 5, 2010, the City Council approved an MOU with the San Fernando Part-time Employees’ Bargaining Unit (SFPEBU) that included certain changes in benefits for FY 2009-2010 through FY 2011-2012.
5. On October 13, 2011, the City and SFMG agreed to an amendment to the existing MOU to include certain concessions and changes to previously agreed benefits.

Consideration to Adopt Resolutions Approving the Salary Plan and the Table of Organization for Fiscal Year (FY) 2014-2015

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6. On April 4, 2012, the City and SFPEA agreed to a two-year extension of the existing MOU from July 1, 2012 through June 30, 2014.
7. On May 7, 2012, the City Council approved an MOU with the San Fernando Police Officers' Association (SFPOA) that included certain changes in benefits from July 1, 2011 through June 30, 2014.
8. On July 2, 2012, the City and SFPEBU agreed to a two-year extension of the existing MOU from July 1, 2012 through June 30, 2014.
9. On September 17, 2012, the City Council approved a two-year extension of the MOUs with SFMG and SFPCA from July 1, 2012 through June 30, 2014.
10. On June 17, 2013, agreements were reached with all the bargaining units including SFPCA, SFPEA, SFPOA and SFMG to implement furloughs and/or other concessions between July 1, 2013 and June 30, 2014.
11. On March 3, 2014, the City Council approved an Employment Agreement with new City Manager, Brian Saeki, which includes an amendment to the salary and benefits for the City Manager.

ANALYSIS:

The attached Salary Plan and Table of Organization reflect salary and benefit changes addressed in the FY 2014-2015 Budget, as well as provisions of applicable MOUs and Employment Agreements that are subject to the approval of the City Council.

Pending conclusion of negotiations with all bargaining units for successor MOUs, the salaries and benefits shown in the Salary Plan reflect zero increase in salaries and/or benefits for all bargaining units and employee groups over the prior fiscal year's budget. It is anticipated that all units would agree to hold the line and extend their existing MOU through FY 2014-2015.

The only notable change in salary pertains to five (5) part-time job classifications (After School Counselor, Crossing Guard, Day Camp Counselor, Pool Attendant/Cashier, and Recreation Leader I) that were slightly adjusted upwards to comply with the State of California mandatory minimum wage increase to \$9.00 per hour beginning July 1, 2014. The adjustments range from 1.4% to 2.7%.

BUDGET IMPACT:

Funding is included in the FY 2014-2015 Budget.

Consideration to Adopt Resolutions Approving the Salary Plan and the Table of Organization for Fiscal Year (FY) 2014-2015

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CONCLUSION:

Approval of the amended Salary Plan and Table of Organization is necessary to implement applicable changes in the FY 2014-2015 Budget, as well as the provisions of all negotiated MOUs, Employment and Side Letter Agreements.

ATTACHMENTS:

- A. Resolution No. 7613
- B. Resolution No. 7614

ATTACHMENT "A"

RESOLUTION NO. 7613

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN FERNANDO ADOPTING A SALARY PLAN FOR CERTAIN ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES OF THE CITY OF SAN FERNANDO AND REPEALING RESOLUTION NO. 7544 ADOPTED JULY 1, 2013 AND ALL RESOLUTIONS AMENDATORY THEREOF AND ALL MOTIONS OR ACTIONS OF THE CITY COUNCIL IN CONFLICT HEREWITH.

THE COUNCIL OF THE CITY OF SAN FERNANDO DOES RESOLVE AS FOLLOWS:

SECTION 1:

The following schedules are hereby adopted as the salary range and step schedules for non-elective officers and employees of the City of San Fernando:

- **SCHEDULE "G": FOR GENERAL - SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION (SFPEA)**
- **SCHEDULE "GPD": FOR GENERAL - SAN FERNANDO POLICE CIVILIAN ASSOCIATION (SFPCA)**
- **SCHEDULE "P": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION (SFPOA)**
- **SCHEDULE "C": FOR CONFIDENTIAL EMPLOYEES**
- **SCHEDULE "M": FOR MANAGEMENT - SAN FERNANDO MANAGEMENT GROUP (SFMG)**
- **SCHEDULE "MP": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION MANAGEMENT UNIT (SFPOA-PMU)**
- **SCHEDULE "H": FOR HOURLY - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**
- **SCHEDULE "HFE": FOR HOURLY FULL-TIME EQUIVALENT - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**

(Details of the respective schedules are on pages 2 thru 10).

| SCHEDULE G FOR GENERAL EMPLOYEES | | | | | |
|---|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| SALARY RANGE NUMBER | SALARY RANGE NUMBER | SALARY RANGE NUMBER | SALARY RANGE NUMBER | SALARY RANGE NUMBER | SALARY RANGE NUMBER |
| 39 | 2028 | 2128 | 2236 | 2348 | 2464 |
| 40 | 2076 | 2189 | 2309 | 2438 | 2571 |
| 41 | 2108 | 2224 | 2345 | 2474 | 2610 |
| 42 | 2138 | 2256 | 2382 | 2512 | 2650 |
| 43 | 2172 | 2290 | 2415 | 2549 | 2687 |
| 44 | 2192 | 2314 | 2442 | 2575 | 2719 |
| 45 | 2227 | 2349 | 2477 | 2615 | 2759 |
| 46 | 2260 | 2385 | 2516 | 2654 | 2799 |
| 47 | 2294 | 2420 | 2555 | 2693 | 2842 |
| 48 | 2330 | 2456 | 2593 | 2735 | 2885 |
| 49 | 2363 | 2494 | 2631 | 2777 | 2930 |
| 50 | 2399 | 2530 | 2671 | 2818 | 2971 |
| 51 | 2436 | 2569 | 2711 | 2859 | 3016 |
| 52 | 2471 | 2607 | 2750 | 2902 | 3062 |
| 53 | 2517 | 2656 | 2801 | 2956 | 3119 |
| 54 | 2556 | 2694 | 2844 | 3000 | 3167 |
| 55 | 2594 | 2737 | 2887 | 3046 | 3214 |
| 56 | 2630 | 2776 | 2929 | 3090 | 3258 |
| 57 | 2656 | 2802 | 2956 | 3119 | 3288 |
| 58 | 2730 | 2882 | 3040 | 3208 | 3384 |
| 59 | 2786 | 2939 | 3101 | 3273 | 3451 |
| 60 | 2828 | 2973 | 3129 | 3292 | 3463 |
| 61 | 2856 | 2998 | 3149 | 3306 | 3472 |
| 62 | 2885 | 3045 | 3212 | 3388 | 3573 |
| 63 | 2952 | 3100 | 3256 | 3416 | 3587 |
| 64 | 2973 | 3137 | 3311 | 3492 | 3683 |
| 65 | 3018 | 3182 | 3358 | 3544 | 3739 |
| 66 | 3060 | 3224 | 3402 | 3591 | 3788 |
| 67 | 3104 | 3276 | 3455 | 3644 | 3846 |
| 68 | 3151 | 3322 | 3504 | 3699 | 3901 |
| 69 | 3193 | 3368 | 3554 | 3748 | 3954 |
| 70 | 3235 | 3411 | 3600 | 3795 | 4005 |
| 71 | 3283 | 3463 | 3652 | 3855 | 4066 |
| 72 | 3324 | 3506 | 3699 | 3901 | 4117 |
| 73 | 3372 | 3558 | 3752 | 3958 | 4177 |
| 74 | 3407 | 3597 | 3793 | 4003 | 4222 |
| 75 | 3459 | 3650 | 3856 | 4062 | 4286 |
| 76 | 3505 | 3698 | 3900 | 4115 | 4341 |
| 77 | 3579 | 3777 | 3984 | 4204 | 4434 |
| 78 | 3599 | 3795 | 4005 | 4224 | 4457 |
| 79 | 3652 | 3854 | 4065 | 4289 | 4525 |

Schedule G For General Employees (Continued).

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 80 | 3702 | 3906 | 4120 | 4348 | 4585 |
| 81 | 3780 | 3986 | 4206 | 4436 | 4680 |
| 82 | 3815 | 4024 | 4245 | 4478 | 4724 |
| 83 | 3871 | 4084 | 4310 | 4546 | 4795 |
| 84 | 3930 | 4144 | 4372 | 4614 | 4867 |
| 85 | 3988 | 4209 | 4439 | 4683 | 4940 |
| 86 | 4049 | 4272 | 4506 | 4753 | 5015 |
| 87 | 4115 | 4342 | 4581 | 4833 | 5099 |
| 88 | 4177 | 4406 | 4650 | 4905 | 5175 |
| 89 | 4241 | 4473 | 4718 | 4978 | 5252 |
| 90 | 4304 | 4540 | 4790 | 5054 | 5331 |
| 91 | 4368 | 4608 | 4862 | 5130 | 5411 |
| 92 | 4435 | 4678 | 4935 | 5206 | 5494 |
| 93 | 4501 | 4748 | 5010 | 5285 | 5575 |
| 94 | 4570 | 4821 | 5086 | 5365 | 5663 |
| 95 | 4638 | 4894 | 5164 | 5448 | 5746 |
| 96 | 4707 | 4967 | 5241 | 5528 | 5832 |
| 97 | 4779 | 5041 | 5318 | 5612 | 5920 |
| 98 | 4851 | 5118 | 5398 | 5694 | 6008 |
| 99 | 4923 | 5193 | 5478 | 5781 | 6099 |
| 100 | 4997 | 5273 | 5561 | 5866 | 6189 |
| 101 | 5071 | 5350 | 5644 | 5955 | 6281 |
| 102 | 5145 | 5429 | 5728 | 6043 | 6376 |
| 103 | 5225 | 5511 | 5814 | 6134 | 6470 |
| 104 | 5303 | 5593 | 5900 | 6226 | 6569 |
| 105 | 5382 | 5676 | 5990 | 6318 | 6666 |
| 106 | 5463 | 5762 | 6080 | 6413 | 6766 |
| 107 | 5545 | 5848 | 6171 | 6508 | 6868 |
| 108 | 5628 | 5935 | 6264 | 6606 | 6971 |
| 109 | 5713 | 6025 | 6358 | 6706 | 7075 |
| 110 | 5798 | 6115 | 6453 | 6806 | 7181 |
| 111 | 5885 | 6207 | 6551 | 6909 | 7290 |
| 112 | 5974 | 6300 | 6649 | 7013 | 7400 |
| 113 | 6064 | 6395 | 6749 | 7118 | 7511 |
| 114 | 6155 | 6491 | 6849 | 7224 | 7623 |
| 115 | 6247 | 6588 | 6952 | 7333 | 7738 |
| 116 | 6341 | 6687 | 7056 | 7442 | 7853 |
| 117 | 6436 | 6787 | 7162 | 7555 | 7972 |
| 118 | 6532 | 6889 | 7270 | 7668 | 8091 |
| 119 | 6630 | 6992 | 7379 | 7782 | 8212 |

**SCHEDULE GPD
FOR
GENERAL EMPLOYEES
(POLICE DEPARTMENT)**

| SALARY RANGE | | | | | |
|-------------------------|---------------|---------------|---------------|---------------|---------------|
| NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
| 56 | 2564 | 2690 | 2839 | 2995 | 3161 |
| 57 | 2655 | 2796 | 2943 | 3100 | 3264 |
| 58 | 2730 | 2882 | 3041 | 3208 | 3384 |
| 59 | 2762 | 2914 | 3073 | 3244 | 3421 |
| 60 | 2788 | 2939 | 3101 | 3273 | 3452 |
| 61 | 2813 | 2966 | 3129 | 3301 | 3483 |
| 62 | 2839 | 2993 | 3157 | 3331 | 3514 |
| 63 | 2863 | 3020 | 3186 | 3361 | 3545 |
| 64 | 2880 | 3038 | 3204 | 3382 | 3566 |
| 65 | 2916 | 3074 | 3244 | 3423 | 3610 |
| 66 | 2941 | 3102 | 3273 | 3454 | 3642 |
| 67 | 2968 | 3130 | 3302 | 3485 | 3675 |
| 68 | 2998 | 3162 | 3335 | 3519 | 3712 |
| 69 | 3028 | 3193 | 3369 | 3555 | 3749 |
| 70 | 3060 | 3224 | 3402 | 3591 | 3788 |
| 71 | 3105 | 3275 | 3455 | 3644 | 3845 |
| 72 | 3151 | 3322 | 3504 | 3699 | 3901 |
| 73 | 3197 | 3371 | 3557 | 3752 | 3958 |
| 74 | 3243 | 3420 | 3608 | 3806 | 4014 |
| 75 | 3290 | 3468 | 3659 | 3860 | 4073 |
| 76 | 3336 | 3519 | 3712 | 3917 | 4132 |
| 77 | 3385 | 3569 | 3765 | 3973 | 4190 |
| 78 | 3433 | 3620 | 3820 | 4030 | 4252 |
| 79 | 3483 | 3673 | 3875 | 4089 | 4313 |
| 80 | 3533 | 3725 | 3931 | 4148 | 4375 |
| 81 | 3584 | 3779 | 3987 | 4207 | 4437 |
| 82 | 3636 | 3833 | 4045 | 4268 | 4501 |
| 83 | 3686 | 3891 | 4104 | 4330 | 4567 |
| 84 | 3702 | 3906 | 4120 | 4348 | 4585 |
| 85 | 3765 | 3971 | 4188 | 4420 | 4662 |
| 86 | 3796 | 4007 | 4227 | 4460 | 4704 |
| 87 | 3894 | 4106 | 4332 | 4569 | 4820 |
| 88 | 3952 | 4167 | 4396 | 4639 | 4893 |
| 89 | 4011 | 4230 | 4464 | 4707 | 4966 |
| 90 | 4072 | 4293 | 4530 | 4778 | 5041 |
| 91 | 4133 | 4358 | 4598 | 4850 | 5117 |
| 92 | 4194 | 4423 | 4668 | 4922 | 5193 |
| 93 | 4258 | 4490 | 4737 | 4996 | 5271 |
| 94 | 4321 | 4557 | 4808 | 5071 | 5350 |
| 95 | 4387 | 4626 | 4881 | 5147 | 5430 |
| 96 | 4452 | 4695 | 4954 | 5224 | 5512 |
| 97 | 4519 | 4765 | 5027 | 5303 | 5594 |
| 98 | 4586 | 4837 | 5103 | 5382 | 5678 |
| 99 | 4655 | 4909 | 5180 | 5463 | 5764 |
| 100 | 4726 | 4984 | 5258 | 5545 | 5851 |

Schedule GPD For General Police Department (Continued).

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 101 | 4798 | 5060 | 5337 | 5630 | 5938 |
| 102 | 4869 | 5134 | 5417 | 5714 | 6028 |
| 103 | 4941 | 5212 | 5500 | 5800 | 6119 |
| 104 | 5017 | 5290 | 5582 | 5887 | 6211 |
| 105 | 5093 | 5371 | 5666 | 5976 | 6304 |
| 106 | 5169 | 5451 | 5751 | 6065 | 6399 |
| 107 | 5247 | 5533 | 5838 | 6157 | 6495 |

**SCHEDULE P
FOR
SWORN POLICE EMPLOYEES**

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 64 | 4513 | 4760 | 5024 | 5299 | 5590 |
| 65 | 4603 | 4857 | 5123 | 5404 | 5704 |
| 66 | 4696 | 4956 | 5226 | 5515 | 5817 |
| 67 | 4790 | 5054 | 5330 | 5625 | 5935 |
| 68 | 4886 | 5155 | 5438 | 5737 | 6053 |
| 69 | 4983 | 5258 | 5548 | 5853 | 6173 |
| 70 | 5083 | 5362 | 5658 | 5968 | 6297 |
| 71 | 5185 | 5470 | 5770 | 6088 | 6422 |
| 72 | 5288 | 5578 | 5888 | 6208 | 6551 |
| 73 | 5299 | 5585 | 5893 | 6218 | 6559 |
| 74 | 5424 | 5720 | 6037 | 6367 | 6718 |
| 75 | 5532 | 5836 | 6159 | 6494 | 6853 |
| 76 | 5643 | 5953 | 6283 | 6625 | 6990 |
| 77 | 5756 | 6072 | 6409 | 6757 | 7129 |
| 78 | 5871 | 6192 | 6537 | 6892 | 7272 |
| 79 | 5988 | 6317 | 6667 | 7029 | 7418 |
| 80 | 6108 | 6443 | 6800 | 7169 | 7567 |
| 81 | 6230 | 6572 | 6936 | 7314 | 7717 |
| 82 | 6354 | 6703 | 7075 | 7459 | 7872 |
| 83 | 6574 | 6936 | 7317 | 7720 | 8147 |
| 84 | 6704 | 7073 | 7466 | 7873 | 8306 |
| 85 | 6839 | 7214 | 7612 | 8031 | 8475 |

**SCHEDULE C
FOR
CONFIDENTIAL EMPLOYEES**

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 52 | 2609 | 2739 | 2878 | 3020 | 3171 |

Schedule C For Confidential Employees (Continued).

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 53 | 2674 | 2807 | 2948 | 3097 | 3252 |
| 54 | 2742 | 2878 | 3021 | 3173 | 3331 |
| 55 | 2808 | 2950 | 3098 | 3253 | 3415 |
| 56 | 2881 | 3024 | 3175 | 3333 | 3500 |
| 57 | 2951 | 3100 | 3255 | 3417 | 3587 |
| 58 | 3025 | 3176 | 3336 | 3503 | 3678 |
| 59 | 3102 | 3257 | 3419 | 3590 | 3772 |
| 60 | 3178 | 3337 | 3505 | 3679 | 3864 |
| 61 | 3258 | 3421 | 3592 | 3773 | 3961 |
| 62 | 3339 | 3507 | 3681 | 3866 | 4059 |
| 63 | 3423 | 3598 | 3775 | 3963 | 4162 |
| 64 | 3509 | 3683 | 3867 | 4061 | 4264 |
| 65 | 3607 | 3787 | 3976 | 4174 | 4384 |
| 66 | 3705 | 3891 | 4086 | 4290 | 4505 |
| 67 | 3798 | 3988 | 4187 | 4396 | 4618 |
| 68 | 3852 | 4044 | 4245 | 4457 | 4681 |
| 69 | 3947 | 4143 | 4352 | 4570 | 4798 |
| 70 | 4047 | 4250 | 4463 | 4683 | 4918 |
| 71 | 4146 | 4354 | 4571 | 4800 | 5040 |
| 72 | 4250 | 4463 | 4686 | 4922 | 5168 |
| 73 | 4357 | 4575 | 4804 | 5044 | 5295 |
| 74 | 4466 | 4689 | 4923 | 5171 | 5428 |
| 75 | 4578 | 4807 | 5046 | 5298 | 5564 |
| 76 | 4691 | 4927 | 5173 | 5431 | 5702 |
| 77 | 4809 | 5049 | 5303 | 5568 | 5846 |
| 78 | 4931 | 5178 | 5438 | 5710 | 5995 |
| 79 | 5057 | 5310 | 5577 | 5856 | 6148 |
| 80 | 5186 | 5445 | 5719 | 6005 | 6304 |
| 81 | 5318 | 5584 | 5865 | 6159 | 6465 |
| 82 | 5454 | 5727 | 6015 | 6316 | 6630 |
| 83 | 5593 | 5873 | 6168 | 6477 | 6799 |
| 84 | 5736 | 6023 | 6325 | 6642 | 6973 |
| 85 | 5882 | 6176 | 6487 | 6811 | 7150 |
| 86 | 6032 | 6334 | 6652 | 6985 | 7333 |
| 87 | 6179 | 6488 | 6814 | 7155 | 7511 |
| 88 | 6329 | 6645 | 6979 | 7328 | 7693 |
| 89 | 6483 | 6807 | 7149 | 7506 | 7880 |

**SCHEDULE M
FOR
MANAGEMENT EMPLOYEES**

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 52 | 5014 | 5264 | 5527 | 5803 | 6093 |
| 53 | 5127 | 5383 | 5653 | 5934 | 6231 |
| 54 | 5252 | 5515 | 5791 | 6081 | 6385 |
| 55 | 5385 | 5649 | 5926 | 6217 | 6519 |
| 56 | 5540 | 5819 | 6108 | 6414 | 6734 |
| 57 | 5719 | 6005 | 6306 | 6620 | 6953 |
| 58 | 5913 | 6208 | 6518 | 6845 | 7187 |
| 59 | 6091 | 6395 | 6714 | 7050 | 7401 |
| 60 | 6271 | 6585 | 6915 | 7259 | 7624 |
| 61 | 6427 | 6748 | 7084 | 7440 | 7812 |
| 62 | 6462 | 6786 | 7126 | 7480 | 7855 |
| 63 | 6609 | 6941 | 7288 | 7651 | 8035 |
| 64 | 6674 | 7007 | 7358 | 7726 | 8112 |
| 65 | 6851 | 7192 | 7553 | 7931 | 8329 |
| 66 | 6988 | 7337 | 7703 | 8088 | 8494 |
| 67 | 7128 | 7483 | 7859 | 8251 | 8664 |
| 68 | 7270 | 7635 | 8016 | 8416 | 8837 |
| 69 | 7456 | 7826 | 8218 | 8629 | 9061 |
| 70 | 7538 | 8020 | 8420 | 8842 | 9285 |
| 71 | 7714 | 8098 | 8502 | 8928 | 9376 |
| 72 | 7901 | 8296 | 8711 | 9147 | 9605 |
| 73 | 8270 | 8684 | 9118 | 9574 | 10052 |
| 74 | 8561 | 8987 | 9436 | 9908 | 10405 |
| 75 | 8732 | 9168 | 9626 | 10108 | 10613 |
| 76 | 8950 | 9398 | 9867 | 10360 | 10879 |
| 77 | 9174 | 9632 | 10115 | 10620 | 11150 |
| 78 | 9403 | 9873 | 10367 | 10886 | 11430 |
| 79 | 9639 | 10120 | 10625 | 11158 | 11715 |
| 80 | 9830 | 10322 | 10840 | 11380 | 11949 |
| 81 | 9930 | 10426 | 10949 | 11495 | 12068 |

**SCHEDULE MP
FOR
MANAGEMENT EMPLOYEES
(Police Management Bargaining Unit)**

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 50 | 5114 | 5371 | 5639 | 5921 | 6216 |
| 51 | 5241 | 5504 | 5779 | 6068 | 6372 |
| 52 | 5373 | 5640 | 5922 | 6219 | 6531 |
| 53 | 5493 | 5769 | 6057 | 6359 | 6678 |
| 54 | 5628 | 5910 | 6206 | 6516 | 6843 |
| 55 | 5770 | 6053 | 6350 | 6660 | 6986 |
| 56 | 5937 | 6234 | 6546 | 6872 | 7216 |

Schedule MP For Management Employees (Continued).

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 57 | 6128 | 6434 | 6757 | 7093 | 7451 |
| 58 | 6337 | 6651 | 6986 | 7335 | 7702 |
| 59 | 6527 | 6852 | 7194 | 7555 | 7932 |
| 60 | 6720 | 7057 | 7410 | 7778 | 8169 |
| 61 | 6888 | 7231 | 7592 | 7972 | 8371 |
| 62 | 6926 | 7272 | 7637 | 8016 | 8418 |
| 63 | 7082 | 7439 | 7810 | 8199 | 8610 |
| 64 | 7152 | 7509 | 7885 | 8280 | 8695 |
| 65 | 7340 | 7707 | 8094 | 8499 | 8925 |
| 66 | 7460 | 7834 | 8226 | 8638 | 9070 |
| 67 | 7652 | 8034 | 8436 | 8859 | 9301 |
| 68 | 7848 | 8240 | 8651 | 9086 | 9541 |
| 69 | 7926 | 8322 | 8739 | 9176 | 9634 |
| 70 | 8048 | 8451 | 8872 | 9316 | 9783 |
| 71 | 8254 | 8669 | 9100 | 9557 | 10035 |
| 72 | 8466 | 8890 | 9334 | 9802 | 10291 |
| 73 | 8684 | 9118 | 9572 | 10053 | 10555 |

**SCHEDULE H
FOR
PART-TIME HOURLY EMPLOYEES**

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 34 | 9.00 | 9.44 | 9.90 | 10.39 | 10.90 |
| 35 | 9.11 | 9.57 | 10.05 | 10.55 | 11.08 |
| 36 | 9.21 | 9.67 | 10.15 | 10.66 | 11.19 |
| 37 | 9.30 | 9.76 | 10.25 | 10.76 | 11.30 |
| 38 | 9.31 | 9.82 | 10.36 | 10.88 | 11.41 |
| 39 | 9.48 | 9.96 | 10.46 | 10.98 | 11.53 |
| 40 | 9.58 | 10.06 | 10.56 | 11.09 | 11.64 |
| 41 | 9.62 | 10.16 | 10.71 | 11.20 | 11.76 |
| 42 | 9.77 | 10.26 | 10.77 | 11.31 | 11.88 |
| 43 | 9.87 | 10.36 | 10.88 | 11.43 | 12.00 |
| 44 | 9.97 | 10.47 | 10.99 | 11.54 | 12.12 |
| 45 | 10.00 | 10.55 | 11.13 | 11.65 | 12.24 |
| 46 | 10.17 | 10.68 | 11.21 | 11.77 | 12.36 |

Schedule H For Part-time Hourly Employees (Continued).

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 47 | 10.27 | 10.78 | 11.32 | 11.89 | 12.48 |
| 48 | 10.39 | 10.91 | 11.45 | 12.03 | 12.63 |
| 49 | 10.49 | 11.02 | 11.57 | 12.15 | 12.75 |
| 50 | 10.60 | 11.13 | 11.68 | 12.27 | 12.88 |
| 51 | 10.70 | 11.24 | 11.80 | 12.39 | 13.01 |
| 52 | 10.81 | 11.35 | 11.92 | 12.51 | 13.14 |
| 53 | 10.92 | 11.46 | 12.04 | 12.64 | 13.27 |
| 54 | 11.03 | 11.58 | 12.16 | 12.77 | 13.40 |
| 55 | 11.14 | 11.69 | 12.28 | 12.89 | 13.54 |
| 56 | 11.25 | 11.81 | 12.40 | 13.02 | 13.67 |
| 57 | 11.32 | 11.95 | 12.63 | 13.13 | 13.78 |
| 58 | 11.45 | 12.02 | 12.63 | 13.26 | 13.92 |
| 59 | 11.57 | 12.15 | 12.75 | 13.39 | 14.06 |
| 60 | 11.68 | 12.27 | 12.88 | 13.52 | 14.20 |
| 61 | 11.80 | 12.39 | 13.01 | 13.66 | 14.34 |
| 62 | 11.92 | 12.51 | 13.14 | 13.80 | 14.49 |
| 63 | 12.04 | 12.64 | 13.27 | 13.93 | 14.63 |
| 64 | 12.16 | 12.76 | 13.40 | 14.07 | 14.78 |
| 65 | 12.28 | 12.89 | 13.54 | 14.21 | 14.92 |
| 66 | 12.40 | 13.02 | 13.67 | 14.36 | 15.07 |
| 67 | 12.53 | 13.15 | 13.81 | 14.50 | 15.22 |
| 68 | 12.65 | 13.28 | 13.95 | 14.64 | 15.38 |
| 69 | 12.78 | 13.42 | 14.09 | 14.79 | 15.53 |
| 70 | 12.90 | 13.54 | 14.22 | 14.93 | 15.68 |
| 71 | 13.03 | 13.68 | 14.36 | 15.08 | 15.83 |
| 72 | 13.16 | 13.82 | 14.51 | 15.23 | 15.99 |
| 73 | 13.29 | 13.95 | 14.65 | 15.38 | 16.15 |
| 74 | 13.42 | 14.09 | 14.80 | 15.54 | 16.31 |
| 75 | 13.29 | 14.03 | 14.79 | 15.61 | 16.47 |
| 76 | 13.68 | 14.37 | 15.09 | 15.84 | 16.63 |
| 77 | 13.82 | 14.51 | 15.24 | 16.00 | 16.80 |
| 78 | 13.97 | 14.67 | 15.40 | 16.17 | 16.98 |
| 79 | 14.11 | 14.82 | 15.56 | 16.34 | 17.15 |
| 80 | 14.03 | 14.79 | 15.61 | 16.47 | 17.37 |
| 81 | 14.42 | 15.21 | 16.06 | 16.94 | 17.87 |
| 82 | 14.84 | 15.65 | 16.52 | 17.43 | 18.39 |
| 83 | 15.27 | 16.10 | 17.00 | 17.94 | 18.92 |
| 84 | 15.71 | 16.57 | 17.50 | 18.46 | 19.47 |
| 85 | 16.17 | 17.05 | 18.00 | 18.99 | 20.04 |

**SCHEDULE HFE
FOR
PART TIME HOURLY EMPLOYEES
(Full-Time Equivalent)**

| SALARY RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 90 | 17.29 | 18.24 | 19.23 | 20.29 | 21.41 |
| 91 | 17.46 | 18.42 | 19.43 | 20.50 | 21.62 |
| 92 | 17.63 | 18.60 | 19.62 | 20.70 | 21.84 |
| 93 | 17.81 | 18.79 | 19.82 | 20.91 | 22.06 |
| 94 | 17.98 | 18.97 | 20.02 | 21.12 | 22.28 |
| 95 | 18.18 | 19.17 | 20.22 | 21.34 | 22.51 |
| 96 | 18.35 | 19.36 | 20.42 | 21.55 | 22.73 |
| 97 | 18.53 | 19.55 | 20.63 | 21.76 | 22.96 |
| 98 | 18.72 | 19.75 | 20.83 | 21.98 | 23.19 |
| 99 | 18.91 | 19.95 | 21.04 | 22.20 | 23.42 |
| 100 | 19.09 | 20.14 | 21.25 | 22.42 | 23.65 |
| 101 | 19.29 | 20.35 | 21.47 | 22.65 | 23.89 |
| 102 | 19.48 | 20.55 | 21.68 | 22.87 | 24.13 |
| 103 | 19.81 | 20.89 | 22.04 | 23.25 | 24.53 |
| 104 | 20.00 | 21.10 | 22.26 | 23.48 | 24.77 |
| 105 | 20.22 | 21.34 | 22.50 | 23.74 | 25.04 |
| 106 | 20.41 | 21.53 | 22.72 | 23.97 | 25.29 |
| 107 | 20.46 | 21.68 | 22.98 | 24.19 | 25.48 |
| 108 | 20.77 | 21.92 | 23.12 | 24.39 | 25.74 |
| 109 | 20.98 | 22.14 | 23.35 | 24.64 | 25.99 |
| 110 | 21.19 | 22.36 | 23.59 | 24.88 | 26.25 |
| 111 | 21.40 | 22.58 | 23.82 | 25.13 | 26.52 |
| 112 | 21.62 | 22.81 | 24.06 | 25.38 | 26.78 |
| 113 | 21.83 | 23.04 | 24.30 | 25.64 | 27.05 |
| 114 | 22.05 | 23.27 | 24.55 | 25.90 | 27.32 |
| 115 | 22.33 | 23.56 | 24.87 | 26.23 | 27.66 |
| 116 | 22.55 | 23.79 | 25.10 | 26.48 | 27.94 |
| 117 | 22.80 | 24.04 | 25.36 | 26.76 | 28.23 |
| 118 | 23.01 | 24.28 | 25.61 | 27.02 | 28.51 |
| 119 | 23.24 | 24.52 | 25.87 | 27.29 | 28.79 |
| 120 | 23.47 | 24.77 | 26.13 | 27.56 | 29.08 |
| 121 | 23.71 | 25.01 | 26.39 | 27.84 | 29.37 |
| 122 | 23.95 | 25.26 | 26.65 | 28.12 | 29.66 |
| 123 | 24.19 | 25.52 | 26.92 | 28.40 | 29.96 |
| 124 | 24.43 | 25.77 | 27.19 | 28.68 | 30.26 |

SECTION 2: ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES

The following non-elective officers and employees of the City of San Fernando shall be paid for their services to the City the compensation as hereinafter set forth.

- (A) **SALARY RANGE NUMBER AND SCHEDULES ASSIGNED** – Non-elected officers and employees set forth in this subsection (a) shall be paid the salary and wages for the classification assigned at the range and step of the applicable salary schedule.

| CLASSIFICATION | SALARY RANGE NUMBER/ SCHEDULE | STEP A | STEP B | STEP C | STEP D | STEP E |
|---|--|-----------------|--------------|--------------|--------------|--------------|
| Administrative Analyst | 52M | 5014 | 5264 | 5527 | 5803 | 6093 |
| Aquatics Supervisor | 99G | 4923 | 5193 | 5478 | 5781 | 6099 |
| Assistant to the City Manager | 64M | 6674 | 7007 | 7358 | 7726 | 8112 |
| Assistant Planner | 92G | 4435 | 4678 | 4935 | 5206 | 5494 |
| Assistant Planner (Housing) | 92G | 4435 | 4678 | 4935 | 5206 | 5494 |
| Associate Planner | 104G | 5303 | 5593 | 5900 | 6226 | 6569 |
| Building Maintenance Worker/ Electrical Helper | 77G | 3579 | 3777 | 3984 | 4204 | 4434 |
| Building & Safety Supervisor | 111G | 5885 | 6207 | 6551 | 6909 | 7290 |
| City Clerk | 87C | 6179 | 6488 | 6814 | 7155 | 7511 |
| City Engineer | 73M | 8270 | 8684 | 9118 | 9574 | 10052 |
| City Manager | FLAT RATE | 15416.67 | | | | |
| Civil Engineering Assistant II | 112G | 5974 | 6300 | 6649 | 7013 | 7400 |
| Community Preservation Officer | 83G | 3871 | 4084 | 4310 | 4546 | 4795 |
| Community Preservation Supervisor | 104G | 5303 | 5593 | 5900 | 6226 | 6569 |
| Community Development Director | 76M | 8950 | 9398 | 9867 | 10360 | 10879 |
| Community Development Secretary | 84G | 3930 | 4144 | 4372 | 4614 | 4867 |
| Community Service Officer | 78GPD | 3433 | 3620 | 3820 | 4030 | 4252 |
| Community Services Supervisor | 96G | 4707 | 4967 | 5241 | 5528 | 5832 |
| Cultural Arts Supervisor | 96G | 4707 | 4967 | 5241 | 5528 | 5832 |
| Deputy City Manager/ Public Works Director | 79M | 9639 | 10120 | 10625 | 11158 | 11715 |

| CLASSIFICATION | SALARY RANGE NUMBER/ SCHEDULE | STEP A | STEP B | STEP C | STEP D | STEP E |
|---|--|---------------|-------------|-------------|--------------|--------------|
| Director of Recreation and Community Services | 75M | 8732 | 9168 | 9626 | 10108 | 10613 |
| Electrical Supervisor | 103G | 5225 | 5511 | 5814 | 6134 | 6470 |
| Equipment and Materials Supervisor | 103G | 5225 | 5511 | 5814 | 6134 | 6470 |
| Executive Assistant to the City Manager | 77C | 4809 | 5049 | 5303 | 5568 | 5846 |
| Finance Director | 75M | 8732 | 9168 | 9626 | 10108 | 10613 |
| Finance Office Specialist | 75G | 3459 | 3650 | 3856 | 4062 | 4286 |
| Junior Accountant | 97G | 4779 | 5041 | 5318 | 5612 | 5920 |
| Management Analyst | 54M | 5252 | 5515 | 5791 | 6081 | 6385 |
| Mechanical Helper | 74G | 3407 | 3597 | 3793 | 4003 | 4222 |
| Meter Technician | 80G | 3702 | 3906 | 4120 | 4348 | 4585 |
| Office Clerk | 64G | 2973 | 3137 | 3311 | 3492 | 3683 |
| Office Specialist | 78G | 3599 | 3795 | 4005 | 4224 | 4457 |
| Personnel Office Assistant | 64C | 3509 | 3683 | 3867 | 4061 | 4264 |
| Personnel Manager | 67M | 7128 | 7483 | 7859 | 8251 | 8664 |
| Personnel Technician | 71C | 4146 | 4354 | 4571 | 4800 | 5040 |
| Police Cadet | 72P | 5288 | 5578 | 5888 | 6208 | 6551 |
| Police Chief | FLAT RATE | 12,000 | | | | |
| Police Desk Officer | 88GPD | 3952 | 4167 | 4396 | 4639 | 4893 |
| Police Desk Officer Supervisor | 104GPD | 5017 | 5290 | 5582 | 5887 | 6211 |
| Police Lieutenant | 70MP | 8048 | 8451 | 8872 | 9316 | 9783 |
| Police Office Specialist | 78GPD | 3433 | 3620 | 3820 | 4030 | 4252 |
| Police Officer | 72P | 5288 | 5578 | 5888 | 6208 | 6551 |
| Police Records Specialist | 72GPD | 3151 | 3322 | 3504 | 3699 | 3901 |
| Police Records Supervisor/ Systems Administrator | 105GPD | 5093 | 5371 | 5666 | 5976 | 6304 |
| Police Sergeant | 83P | 6574 | 6936 | 7317 | 7720 | 8147 |

| CLASSIFICATION | SALARY RANGE NUMBER/ SCHEDULE | STEP A | STEP B | STEP C | STEP D | STEP E |
|--|--|-------------|-------------|-------------|-------------|-------------|
| Program Specialist | 76G | 3505 | 3698 | 3900 | 4115 | 4341 |
| Property Control Officer | 81GPD | 3584 | 3779 | 3987 | 4207 | 4437 |
| Public Works Administrative Coordinator | 87G | 4115 | 4342 | 4581 | 4833 | 5099 |
| Public Works Field Supervisor I | 90G | 4304 | 4540 | 4790 | 5054 | 5331 |
| Public Works Field Supervisor II | 97G | 4779 | 5041 | 5318 | 5612 | 5920 |
| Public Works Maintenance Worker | 74G | 3407 | 3597 | 3793 | 4003 | 4222 |
| Public Works Office Specialist | 84G | 3930 | 4144 | 4372 | 4614 | 4867 |
| Public Works Superintendent | 113G | 6064 | 6395 | 6749 | 7118 | 7511 |
| Recreation & Community Services Coordinator | 82G | 3815 | 4024 | 4245 | 4478 | 4724 |
| Recreation & Community Services Operations Manager | 58M | 5913 | 6208 | 6518 | 6845 | 7187 |
| Secretary to the Chief | 87GPD | 3894 | 4106 | 4332 | 4569 | 4820 |
| Senior Account Clerk | 75G | 3459 | 3650 | 3856 | 4062 | 4286 |
| Senior Account Clerk II | 68C | 3852 | 4044 | 4245 | 4457 | 4681 |
| Senior Accountant | 64M | 6674 | 7007 | 7358 | 7726 | 8112 |
| Senior Maintenance Worker | 81G | 3780 | 3986 | 4206 | 4436 | 4680 |
| Treasurer Assistant | 85G | 3988 | 4209 | 4439 | 4683 | 4940 |
| Water Pump Operator/ Backflow Technician | 84G | 3930 | 4144 | 4372 | 4614 | 4867 |

(B) **SEASONAL AND HOURLY POSITIONS** – Seasonal employees and employees hired on an hourly basis shall be paid hourly rates for assigned classifications as follows:

| CLASSIFICATION | SALARY RANGE NUMBER/ SCHEDULE | STEP A | STEP B | STEP C | STEP D | STEP E |
|-----------------------|--|--------------|--------------|--------------|--------------|--------------|
| Administrative Intern | 66H | 12.40 | 13.02 | 13.67 | 14.36 | 15.07 |

| CLASSIFICATION | SALARY RANGE NUMBER/ SCHEDULE | STEP A | STEP B | STEP C | STEP D | STEP E |
|--|--|-----------|-----------|-----------|-----------|-----------|
| Cashier | 53H | 10.92 | 11.46 | 12.04 | 12.64 | 13.27 |
| City Maintenance Helper | 81H | 14.42 | 15.21 | 16.06 | 16.94 | 17.87 |
| Clerk | 51H | 10.70 | 11.24 | 11.79 | 12.39 | 13.01 |
| Community Service Officer | 103HFE | 19.81 | 20.89 | 22.04 | 23.25 | 24.53 |
| Community Preservation Officer | 115HFE | 22.33 | 23.56 | 24.87 | 26.23 | 27.66 |
| Crossing Guard | 34H | 9.00 | 9.44 | 9.90 | 10.39 | 10.90 |
| Day Camp/After School Counselor | 34H | 9.00 | 9.44 | 9.90 | 10.39 | 10.90 |
| Engineering Intern | 75H | 13.29 | 14.03 | 14.79 | 15.61 | 16.47 |
| Junior Cadet | 40H | 9.58 | 10.06 | 10.56 | 11.09 | 11.64 |
| Lifeguard | 72H | 13.16 | 13.82 | 14.51 | 15.23 | 15.99 |
| Office Clerk (Administration/ City Clerk) | 53H | 10.92 | 11.46 | 12.04 | 12.64 | 13.27 |
| Office Clerk/Cashier | 53H | 10.92 | 11.46 | 12.04 | 12.64 | 13.27 |
| Personnel Office Clerk | 53H | 10.92 | 11.46 | 12.04 | 12.64 | 13.27 |
| Planning Intern | 66H | 12.40 | 13.02 | 13.67 | 14.36 | 15.07 |
| Police Records Specialist | 95HFE | 18.18 | 19.17 | 20.22 | 21.34 | 22.51 |
| Police Desk Officer | 117HFE | 22.80 | 24.04 | 25.36 | 26.76 | 28.23 |
| Pool Attendant/ Cashier | 34H | 9.00 | 9.44 | 9.90 | 10.39 | 10.90 |
| Pool Manager | 91HFE | 17.46 | 18.42 | 19.43 | 20.50 | 21.62 |
| Program Specialist | 105HFE | 20.22 | 21.34 | 22.50 | 23.74 | 25.04 |
| Public Works Maintenance Helper | 81H | 14.42 | 15.21 | 16.06 | 16.94 | 17.87 |
| Recreation Leader I | 34H | 9.00 | 9.44 | 9.90 | 10.39 | 10.90 |
| Recreation Leader II | 39H | 9.48 | 9.96 | 10.46 | 10.98 | 11.53 |
| Recreation Leader III | 72H | 13.16 | 13.82 | 14.51 | 15.23 | 15.99 |
| Senior Day Camp/Senior After School Counselor | 44H | 9.97 | 10.47 | 10.99 | 11.54 | 12.12 |
| Senior Lifeguard | 77H | 13.82 | 14.51 | 15.24 | 16.00 | 16.80 |

(C) COMPENSATION FOR COMMISSIONS, BOARDS, AND COMMITTEE MEMBERS

The members of the following commissions, boards, and committees, who are not employees of the City, shall be paid the amount hereinafter specified for each meeting.

| <u>COMMISSION OR COMMITTEE</u> | <u>COMPENSATION PER MEETING ATTENDED (NOT TO EXCEED ONE MEETING PER MONTH)</u> |
|--|--|
| Cultural Arts Commission | \$50.00 |
| Disaster Council | \$50.00 |
| Education Commission | \$50.00 |
| Planning and Preservation Commission | \$50.00 |
| Parks, Wellness, and Recreation Commission | \$50.00 |
| Transportation and Safety Commission | \$50.00 |
| Tree Commission | \$50.00 |

(D) COMPENSATION FOR COUNCIL MEMBERS

The members of the City Council shall be paid compensation in the amount of \$579.06 per month.

(E) COMPENSATION FOR CITY TREASURER

- (1) The City Treasurer shall be paid compensation in the amount of \$579.06 per month.
- (2) City Treasurer, while acting as Treasurer for Parking Meter Administration (part-time), is paid \$98 per month.

SECTION 3: ADDITIONAL COMPENSATION AND BENEFITS

The following non-elective officers and employees shall be paid compensation in addition to the basic salary set forth in Section 2 as follows:

(A) GENERAL AND CONFIDENTIAL EMPLOYEES

Salary and benefits listed here apply to full-time employees assigned to **Schedule GPD** (SFPCA), and reflect stipulations in the last MOU, which are contingent upon negotiation of a new MOU. They also apply to full-time regular employees assigned to **Schedule G** for General (SPPEA), and **Schedule C** for Confidential Employees.

For **Schedules GPD, G, and C**, the following shall apply:

(1) Salary

The salary ranges shown under Schedules G, GPD and C above reflect existing salaries, and no change is reported.

2014/2015 - 0% Cost of Living Adjustment (COLA)

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over the base salary of each respective employee.

(2) **Longevity Pay**

- a) The City shall continue to pay longevity to unit employees that completed 10 years of continuous service from date of hire, an additional 3% above the base salary step for each employee.
- b) The City shall continue to pay longevity to unit employees that completed 20 years of continuous service from date of hire, an additional 1% above the base salary and previous first longevity step.
- c) The City shall continue to pay longevity to unit employees that completed 30 years of continuous service from date of hire, an additional 1% above the base salary and previous second longevity step.

An employee on leave of absence without pay or any form of leave without pay, with the exception of the Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

(3) **Medical, Dental, and Vision Insurance for Active Employees**

The City shall pay full cost up to the highest HMO medical for employees hired on or after July 1, 2009 and their dependents.

New and current employees may choose to select a PPO plan, but the difference in cost between the highest HMO premium and the PPO premium selected by the employee will be paid by the employee, and said cost will be deducted biweekly from their paycheck.

The City will continue to pay for the current dental and vision insurance premiums for both employee and their eligible dependents for the term of this MOU. The medical, dental and vision coverage provided by the City shall be the same as currently provided by existing City approved insurance plans.

For City employees hired prior to July 1, 2009, the City shall continue to pay the cost of the full premium for employees who are enrolled in a PPO plan as of June 30, 2009.

(4) **Employer Paid Member Contributions**

Effective upon ratification of the MOU between the City of San Fernando and SFPEA/SEIU Local 721, the City, in addition to the employer contribution, shall pay the employee's CalPERS contribution in an amount not to exceed as follows:

Employer Paid Member Contribution:

| | | | |
|---------|----------|----------|----------|
| | 3% at 60 | 2% at 55 | 2% at 62 |
| 2014/15 | 4.0% | 3.5% | 3% |

The Employee will contribute as follows:

| | | | |
|---------|----------|----------|----------|
| | 3% at 60 | 2% at 55 | 2% at 62 |
| 2014/15 | 4.0% | 3.5% | 3.5% |

Contributions are pursuant to Government Code Section 20691, and are paid on a Pre-Tax basis. Mandatory employee participation is required by CalPERS.

(5) **Life Insurance**

The City shall continue to provide all general and confidential employees with a \$50,000 Basic Life and AD&D insurance policy at no cost to the employee. Purchase of additional policy shall be voluntary, and shall be at the employee's expense.

(6) **Modified Work Schedule**

The City shall include both the 3/12 and 9/80 work schedules as permanent items in the MOU. City Hall business hours shall be expanded as follows: 7:30 A.M. – 5:30 P.M. (Monday – Thursday), and 8:00 A.M. – 5:00 P.M. (Every other Fridays). Employees under the 9/80 work schedule shall have the option of either Shift A or B *only*, with opposite Fridays off, *as consistent with current City policy. However, City Hall employees shall be under Shift B.* The City shall agree to formalize the 3/12 work schedule for Police Desk Officers (formerly Police Service Representatives), and to provide at least 30 days prior notification in the event it proposes to change the compressed work week schedule.

The 3/12 and 4/12 work week schedule for bargaining unit employees comprises alternating weeks of:

Week 1: Three (3) consecutive workdays of 12 consecutive hours followed by four (4) consecutive days off.

Week 2: Four (4) consecutive workdays of 12 consecutive hours followed by three (3) consecutive days off.

Police Desk Officers (formally Police Service Representatives) and Police Desk Officer Supervisors (formally Police Service Representative Supervisors) will have the option to combine their (3) fifteen (15) minute rest breaks and their 30 minute lunch break to one (1) hour and 15 minute lunch break within the first five and one-half (5 ½) hours from the beginning of their work shift.

(7) **Overtime**

For non-exempt employees who work under the regular 8A.M.–5P.M., Monday – Friday schedule, overtime must be paid or compensatory time off granted at the Employee's request as defined in Section 8 below (under CTO) for all hours worked over forty (40) hours in a seven day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the Employee's request as defined in Section 8 below (under CTO). The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, non-sworn employees will be based upon actual hours worked.

Overtime will be equitably distributed amongst qualified employees within their department and classification. The City will develop a form which will be provided to the employee who is offered the overtime and which allows the employee to indicate by his/her signature in what manner they want the overtime to be compensated (i.e. monetarily or time off).

The City will meet with the Union within ninety (90) work days of the signing of this MOU to develop the process for overtime distribution.

(8) **Compensatory Time Off (CTO)**

Effective July 1, 2009, the City shall increase the maximum number of CTO hours any non-exempt, non-sworn employee may accrue from 80 to 100 hours. Comp time hours in excess of 100 hours must be paid at the rate of one and one-half (1-1/2) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee's department head. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the department operations or impose an unreasonable burden on the department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

(9) **Vacation Leave**

Vacation and holiday leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

Unit members may, at the employee's discretion, carry over up to and including two years worth of his/her current annual vacation allowance for use in the following year.

Any employee who is at or above the cap as of July 1, 2009, shall immediately request vacation leave from his/her supervisor, who shall forward a copy of said written request to the Personnel Office. If the Department cannot permit the employee time off due to staffing issues, the employee shall continue to accrue vacation time over and above the employee's accrual cap until such a time as the department is able to allow the employee to take vacation to bring the employee under the cap.

An employee who is denied vacation leave due to the Department's staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation time over and above the cap until such time as the department is able to allow sufficient vacation leave to bring the employee under the cap. This provision shall not apply if an employee first requests vacation leave within 24 hours or less of reaching his/her accrual cap.

The City shall provide vacation leave accrual on a payroll to payroll basis. Vacation shall accrue as follows:

10 days (80 hours) for 1 to 4 years of service
15 days (120 hours) for 5 to 10 years of service
16 days (128 hours) for 11 years of service
17 days (136 hours) for 12 years of service
18 days (144 hours) for 13 years of service

19 days (152 hours) for 14 years of service
 20 days (160 hours) for 15 years of service

(10) **Holiday Leave**

Employees who work a 5/8 and 9/80 who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1-1/2) times their normal rate of pay in addition to pay for all hours worked.

Each unit employee shall be entitled to the following holidays with pay:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Cesar Chavez Birthday (When Cesar Chavez birthday falls on any day except Monday, the holiday will be observed on the Friday following the actual holiday).

Memorial Day

Independence Day

Labor Day

Columbus Day (2009 only – will be replaced January 1, 2010 with Float day)

Float day – “Front loaded” each July 1, if not used by June 30 of the subsequent year, Float day is lost.

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees who work a modified 3/12 work week shall be granted the same holidays as above and shall accrue 96 hours of Holiday leave per year, and shall be credited with 48 hours of Holiday leave each January 1st and an additional 48 hours of Holiday leave each July 1st. Employees on the 3/12 work week shall schedule holiday leave in accordance with Police Departmental procedures.

Beginning January 1, 2009, employees on the 3/12 work week will only be permitted to carry over 96 hours of accrued but unused Holiday leave from one calendar year to the next. Employees on the 3/12 work week who, as of January 1st, have not lowered their accrued Holiday leave to 96 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 96 hour cap. At that time, the employee will receive his/her full 48 hour allotment for that half year. Upon employee's separation from the City, any unused Holiday leave shall be compensated at his/her regular rate of pay.

(11) **Sick Leave**

The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS to be paid at the then prevailing rate of pay, one half (1/2) of accumulated and unused sick leave time (total of employee's “sick leave bank” plus the accumulated sick leave for the current year) not to exceed a maximum of the employee's one (1) month pay.

The City shall provide for employees to accrue and use earned sick leave on a payroll-to-payroll basis effective January 1, 1993. Sick leave is accrued at the rate of 8 hours per month, with maximum accrual of 800 hours. All time accrued in excess of 800 hours shall be paid at

the end of the calendar year, at the rate of 35% of the amount in excess of 800 hours at their regular rate of pay.

Sick leave shall be considered as “actual time worked” for purposes of calculating overtime premium pay. The City may request a doctor’s note after the third (3rd) day of illness.

(12) **Bereavement Leave**

The City shall authorize unit members to utilize up to three (3) days paid bereavement per incident following the death of a member of their immediate family. Any additional bereavement days off shall be subject to the approval of the Department Head on a case-by-case basis. The unit member may utilize accrued sick time during bereavement period for additional time off if needed.

For the purposes of implementing this benefit, “Immediate Family” shall mean grandparent, parent, child, spouse or registered domestic partner as permitted by California law, or any person living in the household. Proof of residence may be required. “Parent” shall mean biological, foster or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. “Child” shall mean a biological, adopted or foster child, stepchild, legal ward or a child of a person who has parent’s rights.

The City shall authorize unit members to utilize one (1) paid day following the death of an extended family member. For the purpose of implementing this benefit, “Extended Family” shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

Verification may be requested.

(13) **Callback**

Any employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1½) times his/her regular hourly pay. The minimum period to be compensated for any such “**callback**” time shall be two (2) hours.

(14) **Stand-By Pay**

Water Division employees who are assigned to mandatory stand-by on the weekends and holidays shall be entitled to stand-by pay at the rate of \$1.50 per hour during the period when they are required to stand-by.

In addition, Street, Tree and Facilities Division employees who are assigned to mandatory stand-by on the weekends and holidays shall be entitled to stand-by pay at the rate of \$1.00 per hour during the period when they are required to stand-by. ***At no point shall more than three employees be on stand-by from all the divisions combined.***

(15) **Bilingual Pay**

A bonus of \$100.00 per month shall be paid to those unit employees that qualify in accordance with the following conditions:

- a) The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
- b) The employee is required in the normal course of his/her duties to communicate in

Spanish with members of the public, as determined by the Department Head and approved in writing by the Administrative Officer.

(16) **Shift Differential Pay**

The City pays, in addition to base salary, an additional ninety dollars (\$90) per month to unit members required to work swing shift, and one hundred and twenty dollars (\$120) per month to unit members required to work graveyard shift. Police Desk Officer Shifts are scheduled on a rotating basis, and currently, employees are assigned to a specific shift (Day, Swing Shift, or Graveyard) for a four-month period. It is agreed that for the period assigned to a specific shift, employee will be paid at the shift differential for that shift. In the event an employee works a different shift to fill in for sick leave, vacation, etc., employee will be paid at the rate for his/her assigned shift.

The only exception to this is the Relief 1 Shift. In this instance, the employee assigned to that shift will be paid an average shift differential of eighty-four dollars (\$84) per month.

(17) **Special Projects Bonus Pay**

Workers in Public Works when assigned to the Special Projects Squad shall receive \$5.00 per hour for each hour worked on designated special projects, Special Projects pay will not be paid in addition to Inspector pay. No more than 3 persons will be authorized to receive Special Projects pay for any project; a fourth employee may be assigned to the Special Projects crew at the discretion of the Public Works Director and the Public Works Operations Manager only.

(18) **Inspector Duty Pay**

The City agrees to continue the specialized inspector pay provisions consistent with agreed upon procedures including but not limited to requiring approval by the department head and providing for no more than one inspector per project except by official exemption.

Any eligible Public Works field/building maintenance, utility, and/or supervisory employee that is required and scheduled to perform Inspection duties will be compensated at the rate of an additional \$6.00 per hour over his or her base salary, for those hours spent on inspection. To be eligible for Inspection Duty Pay, the staff member must be certified, and be on a Certification List developed by the Public Works Director or his designee.

The job classifications eligible to participate in this program include: Maintenance Worker; Senior Maintenance Worker; Public Works Field Supervisor I; and Public Works Field Supervisor II.

(19) **Weekend Bonus Pay**

The City shall codify and continue the existing provisions applicable to workers assigned to rotating weekend work assignments within Public Works when a Public Works field staff worker is scheduled to work weekends.

Any eligible Public Works field/building maintenance, utility, and/or supervisory employee that is *required and scheduled* to perform Weekend Shift duties will be compensated at the rate of an additional \$2.50 per hour over his or her base salary, for those hours spent on weekend assignment.

To be eligible for Weekend Shift Pay, the staff member must be regularly assigned and scheduled to work a weekend. Compensation for weekend shift shall be the regular employee's salary plus the weekend duty pay for hours worked on weekends. Weekend Shift Pay shall not be included in the determination of Overtime premium rate or comp time. It shall not be combined with other established premium compensation such as stand-by pay, or any other shift pay.

The job classifications eligible to participate in this program include: Maintenance Worker; Senior Maintenance Worker; Public Works Field Supervisor I; Public Works Field Supervisor II; Water Pump Operator/Backflow Technician; Meter Technician; Electrical Technician; Mechanical Helper and Master Mechanic.

(20) **Uniform Allowance**

The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

- a) Public Works field employees shall be provided with the following annually unless otherwise specified:
- A pair of work boots made by Timberland, Red Wing, Wolverine, Stanley Cat, Bates, Chippewa, Carolyn, Sears or Dye Hard consistent with Cal OSHA's ANSI Z41.1 standard. Local Vender, specifications and brands to be provided by the City based on the job performed;
 - A jacket with bi-yearly replacement, subject to department head approval.
 - A uniform voucher not to exceed \$200.00 annually.
 - A pair of work shoes for Meter Technicians.

All purchases shall be made in accordance with the City's purchasing policy. It is further agreed that these will be deducted from the final salary payment of any employee failing to satisfactorily complete his probationary period.

- b) For non-sworn, full-time employees in the Police Department, the City shall provide two (2) complete sets of uniforms, plus raise the annual uniform allowance from \$250 to \$300. In addition, unit employees who are required to wear certain shoes/boots for their position will receive \$100 yearly (fiscal year) for purchase of work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

The uniforms shall consist of:

Clerical – Blouse, skirt, pants, blazer, and vest

Police Desk Officer – Pants, skirt, shirt, and belt

Community Service Officer – Pants, shirt, jacket, and belt and name tag.

- c) Community Development Department field workers shall be provided with an initial issue of one appropriate jacket with bi-yearly replacements subject to department head approval and a pair of work shoes annually.
- d) Community Preservation Officers will be provided with a uniform as required by the Department. All purchases shall be made in accordance with the City's purchasing policy.

Where uniform allowances are to be paid under Sections 20A, 20B, 20C, 20D above, they shall be paid semi-annually in December and in June. Worn uniforms shall be replaced by the City subject to the Department Head's approval. All worn uniforms must be turned in upon being replaced.

(21) **Court Appearance Pay**

Any bargaining unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1 ½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(22) **Acting Pay/Working Out of Class**

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of 5% higher than one's current salary. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Only trained Police Department personnel should be allowed to perform strip searches or Jailer duties. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(23) **Time Off for Promotional Tests or Interviews**

Employees shall be required to utilize their own time (e.g., unused Vacation or Compensatory time) for purposes of taking tests or participating in interviews within or outside the City. Procedure for such time off shall be consistent with existing City policy.

(24) **Workers' Compensation**

In those instances when an employee experiences an injury which is recognized as job-related by the City or the Worker's Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) working days of disability without charge against accumulated sick leave. Thereafter, the injured employee shall have the following options:

- a) Remain on full pay with time charged against accumulated earned leave (sick leave/vacation). The injured employee shall remit his/her worker's compensation check to the City, and the City shall then credit back appropriated leave time in relation to the amount of the check. Upon using all accumulated leave time, the injured employee shall retain the disability time off. Employees may choose to only use sick leave and not vacation under this provision; or
- b) Accept the worker's compensation check as compensation during the period of disability with no time charged against accumulated earned leave time.

The City agrees to continue full payment of all insurance premiums for the duration of any job-related injury or illness at the same level as the employee had prior to his/her injury regardless of whether or not the employee is on payroll.

In accordance with CalPERS stipulations, as soon as it is believed that a unit employee is unable to perform his/her job because of an illness or injury which is expected to be permanent or last longer than six months, the employee may request that the City accommodate/transfer him/her to a less demanding vacant position. Should there not be a vacant position available, the City shall have the option to submit an application for disability

retirement on the employee's behalf, provided that the employee has attained five or more years of service. However, nothing in this provision, takes away the employee's option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code Section 20731. The injury or disease causing the incapacity or disability need not be job-related.

(25) **Catastrophic Leave Donation**

Employees shall be eligible for catastrophic leave donation based on the conditions specified in the City's Catastrophic Leave Donation Policy.

(B) **PART-TIME EMPLOYEES**

Salary and benefits listed here apply to part-time employees assigned to **Schedule H** for "Hourly" employees, and **Schedule HFE** for "Hourly Full-Time Equivalent" employees, and reflect stipulations in the last MOU, which are contingent upon negotiation of a new MOU.

(1) **Salary**

The hourly rates shown under Schedules H and HFE above reflect existing salaries, and no change is reported.

- Fiscal Year 2014/2015 – 0% cost of Living Adjustment (COLA).

(2) **Medical Insurance for Active Employees**

The City shall pay full cost up to the highest single HMO premium for medical insurance of the employee's choice for Regular Part-time based on the following formula:

- a) Employees who have worked 2,000 hours or more within 24 months of continuous employment.
- b) Employees who have worked 2,700 hours or more within 36 months of continuous employment.

The medical coverage provided by the City shall be the same as currently provided by existing City approved insurance plans.

(3) **Life Insurance**

The City shall provide all unit members with a \$25,000 Basic Life and AD&D insurance policy at no cost to the employee.

(4) **Work Schedule**

Should an employee's schedule/hours require change; the employer will provide the affected employee written notice a minimum of one (1) week prior to the required schedule change when practical.

The City will provide a minimum of one (1) week written notice to employees who will be required to work "special" events which is any event falling within the fiscal year that is not calendared and requires City resources.

(5) **Sick, Vacation, Holiday and Bereavement Leave**

- a) Employees may earn a bank of 24 hours per calendar year under the following criteria:
 - i. The employee must be employed as of July 1, 2009 and have two years of continuous employment with no breaks in service except layoff.
 - ii. The employee must work at least 1,000 hours during the last year.
 - iii. The employee will be credited with a 24 hour paid time off bank beginning the first of the calendar year following the year the employee has met the requirements one and two listed above.
 - iv. There is no accumulation of hours that may be carried from one calendar year to another.
 - v. This paid time off can be used for sick, vacation, holiday or bereavement.
- b) Employees may earn a bank of 48 hours per calendar year under the following criteria:
 - i. The employee must be employed as of July 1, 2009 and have six years of continuous employment with no breaks in service except layoff.
 - ii. The employee must work at least 1,000 hours during the last year.
 - iii. The employee will be credited with a 48 hour paid time off bank beginning the first of the calendar year following the year the employee has met the requirements one and two listed above.
 - iv. There is no accumulation of hours that may be carried from one calendar year to another.
 - v. This paid time off can be used for sick, vacation, holiday or bereavement
- c) Employees may earn a bank of 60 hours per calendar year under the following criteria:
 - i. The employee must be employed as of July 1, 2009 and have nine years of continuous employment with no breaks in service except layoff.
 - ii. The employee must work at least 1,000 hours during the last year.
 - iii. The employee will be credited with a 60 hour paid time off bank beginning the first of the calendar year following the year the employee has met the requirements one and two listed above.
 - iv. There is no accumulation of hours that may be carried from one calendar year to another.
 - v. This paid time off can be used for sick, vacation, holiday or bereavement

- d) Employees may earn a bank of 72 hours per calendar year under the following criteria:
- i. The employee must be employed as of July 1, 2009 and have twelve years of continuous employment with no breaks in service except layoff.
 - ii. The employee must work at least 1,000 hours during the last year.
 - iii. The employee will be credited with a 72 hour paid time off bank beginning the first of the calendar year following the year the employee has met the requirements one and two listed above.
 - iv. There is no accumulation of hours that may be carried from one calendar year to another.
 - v. This paid time off can be used for sick, vacation, holiday or bereavement

(6) **Bilingual**

- a) A bonus of \$50.00 per month shall be paid at the end of each month worked, to those unit employees that qualify in accordance with the following conditions:
 - i. The employee must work eighty (80) hours or less per month.
 - ii. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
 - iii. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.
- b) A bonus of \$100.00 per month shall be paid at the end of each month worked, to those unit employees that qualify in accordance with the following conditions:
 - i. The employee must work eighty (80 +) hours per month.
 - ii. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and the employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

(7) **Uniform Allowance/Equipment**

The City shall provide uniforms as follows:

- a) For non-sworn, part time employees in the City who are required to wear uniforms, the City shall provide one (1) complete set of uniforms per the assignment and replace as needed. The uniforms shall consist of those that the department deems necessary. All purchases shall be made in accordance with the City's purchasing policy.
- b) Rain Gear - The City shall provide rain gear to employees assigned to work in the rain.

(8) **Working Out of Class**

Effective July 1, 2011, any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of at least 5% higher than one's current salary. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(9) **Time Off for Promotional Tests or Interviews**

Employees shall be required to utilize their own time (e.g., unused Vacation or Compensatory time) for purposes of taking tests or participating in interviews within or outside the City. Procedure for such time off shall be consistent with existing City policy.

(10) **Worker's Compensation**

In those instances when an employee experiences an injury which is recognized as job-related by the City or the Worker's Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) working days of disability without charge against accumulated sick leave. Thereafter, the injured employee shall have the following options:

- a) Remain on full pay with time charged against accumulated earned leave (sick leave/vacation). The injured employee shall remit his/her worker's compensation check to the City, and the City shall then credit back appropriated leave time in relation to the amount of the check. Upon using all accumulated leave time, the injured employee shall retain the disability time off. Employees may choose to only use sick leave and not vacation under this provision; or
- b) Accept the worker's compensation check as compensation during the period of disability with no time charged against accumulated earned leave time.

The City agrees to continue full payment of all insurance premiums for the duration of any job-related injury or illness regardless of whether or not the employee is on payroll.

In accordance with CALPERS stipulations, as soon as it is believed that a unit employee is unable to perform his/her job because of an illness or injury which is expected to permanent or last longer than six months, the City shall have the option to submit an application for disability retirement on the employee's behalf, provided that the employee has attained five or more years of service. However, nothing in this provision, takes away the employee's option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code Section 20731. The injury or disease causing the incapacity or disability need not be job-related.

(11) **Catastrophic Leave Donation**

Employees shall be eligible for catastrophic leave donation based on the conditions specified in the City's Catastrophic Leave Donations Policy.

(C) **POLICE OFFICERS' ASSOCIATION**

For full time regular employees assigned to **Schedule P**, for Sworn Police employees, the following shall apply:

(1) **Salary**

The base salary for each represented unit classification shall be as set forth in this Salary Schedule.

Limited Reopener - For any fiscal year in which the City's General Fund reserve is at or above 1.8 million or meets or exceeds 10% of general fund expenditures, the City and the POA shall engage in good faith negotiations for a base salary increase of at least 2% retroactive to July 1 of that fiscal year. This reopener must be resolved by mutual agreement of the parties. (Example: At the close of FY 2011-12 if it is determined that one or both of the conditions above were met, the parties shall meet and confer for a base salary increase of at least 2% retroactive to July 1, 2011).

In computing benefits that are a percentage of base salary (e.g., Longevity) each benefit is calculated independently over the base salary of each respective employee.

(2) **Longevity Pay**

For unit employees hired prior to January 1, 2012:

The City shall pay longevity to all eligible unit members as follows:

- a) Upon completion of the fourth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
- b) Upon completion of the ninth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7-1/2%) over and above the base salary step for each employee in this category.
- c) Upon completion of the fourteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

Effective upon ratification of this agreement, the longevity steps above are modified as regards all current unit employees to provide that the longevity pay (5%, 7.5% and 10%) shall be received upon completion of 5, 10 and 15 years (rather than 4, 9, and 14 years), respectively; provided, however, that any employee then receiving a given level of longevity pay would not lose any compensation, but would not qualify to proceed to the next higher longevity step until he or she meets the new, higher tenure requirement of 10 or 15 years, respectively.

For unit employees hired on or after January 1, 2012:

Any unit employee hired after January 1, 2012 shall receive longevity pay as follows:

- a) Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the base salary step for each employee in this category.
- b) Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the base salary step for each employee in this category.
- c) Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the base salary step for each employee in this category.

(3) **Medical, Dental, and Vision Insurance for Active Employees**

The City shall continue to pay the full cost of medical, dental, and vision coverage for employees and their dependents. The medical, dental, and vision coverage provided by the City under this Memorandum of Understanding shall be the same as currently provided by existing City approved insurance plans.

Effective beginning January 1, 2013, the City's contribution for medical insurance benefits on behalf of each unit employee and eligible dependent(s) shall be capped at the cost of the most expensive PEMHCA plan for Los Angeles Area Region only, available at each plan level (i.e., employee, employee+1, employee+2 or more), excluding the PERSCare plan. An employee who elects PERSCare shall pay the difference by pre-tax payroll deduction. In addition, the City shall continue to provide fully paid dental and vision coverage for all employees and eligible dependents.

(4) **Employer Paid Member Contributions**

The City, in addition to the employer contribution, shall pay the employee's required CalPERS contribution in an amount not to exceed 9% of the employee's compensation (Gov't Code §20691; See (a) and (b) below). The City shall take whatever action is necessary to report the value of the Employer Paid Member Contribution to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

- a) **For unit employees first hired before the date of ratification of this Agreement (May 7, 2012):** Effective upon ratification, the City shall reduce the amount of the employer paid member contribution to 4.5% and each employee shall pay by pre-tax payroll deduction the remaining 4.5% required employee contribution.
- b) **For unit employees first hired on or after the date of ratification of this Agreement (May 7, 2012):** The unit employee shall pay by pre-tax payroll deduction the 9% required employee contribution.

(5) **Bilingual Pay**

Effective upon ratification of this agreement, the City shall modify Bilingual Pay from two and one-half percent (2-1/2%) to flat \$100 bonus per month for employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

- a) Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
- b) Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

(6) **Field Training Officer**

Effective upon ratification of this agreement, the City shall modify the special assignment pay for any sworn employee whom the Department designates as a Field Training Officer (FTO) from 5.5% to \$300 per month above his or her base salary.

(7) **Motor Officer**

Effective upon ratification of this agreement, the City shall modify the special assignment pay for any sworn employee who works as a Motor Officer from 5.5% to \$300 per month above that employee's base salary.

(8) **Canine Officer**

Employees who are assigned to canine officer detail are entitled to compensation for the off-duty hours spent caring for, cleaning, grooming, feeding and training their canine and maintaining (including cleaning) their canine vehicle/unit. The City and the Association acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to the approximate number of hours per month spent for the performance of canine duties. The Fair Labor Standards Act also allows the City and the Association to agree on appropriate compensation for the performance of canine duties. It is the intent of the City and the Association through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, The City and the Association believe that the following canine pay provision does comply with the requirements of the Fair Labor Standards Act

Effective upon ratification of this agreement, the City shall modify the special assignment pay for any sworn employee assigned to canine duty from 5.5% to \$300 per month above his or her base salary, plus two (2) hours of premium overtime compensation each week. This amount recognizes that the time spent off duty to care for, clean, feed, groom and train his or her assigned dog and the maintenance (including cleaning) of his or her assigned vehicle/unit shall be considered hours worked. The City and the Association have analyzed this issue and it has been determined that unit members spend, on average, 20 hours per month performing such work off-duty and that the compensation set forth above is adequate.

(9) **Detectives**

Effective upon ratification of this agreement, the City shall modify the special assignment pay for any sworn employee who works as a Detective from 5.5% to \$300 per month above that employee's base salary.

(10) **POST Certificate Compensation**

| Cert/Degree/Units | Before 1/1/12 | Effective 1/1/12 |
|------------------------------------|----------------------|-------------------------|
| Intermediate POST or AA/AS degree | 3.5% | \$229 ofcr./ \$285 sgt. |
| Advanced POST of BA/BS degree | Additional 2.5% | \$164 ofcr./ \$204 sgt. |
| Supervisory POST or Masters degree | Additional 2.5% | \$164 ofcr./ \$204 sgt. |

a) Effective upon ratification, the following shall apply:

- i. Any employee that currently is receiving Certificate/Education pay for possession of any degree or certificate shall continue to fall under the provisions of the current program, provided, however, compensation for possession of an Associate degree will be eliminated, except as to current employees presently receiving such compensation who would be “grandfathered”.
- ii. Effective January 1, 2012, any employee not currently receiving any form of Certificate Pay (inclusive of certificates, units or degrees) shall fall under a modified program whereby compensation for possession of certificates shall be as follows: Intermediate POST certificate - \$200/month; Bachelor’s degree or Advanced POST certificate – \$200/month; Master’s degree or Supervisor’s POST certificate - \$300/month. An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor’s degree and an Intermediate POST certificate shall be paid \$400/month. If the employee also had a Masters degree the employee would be paid \$700/month).
- iii. Effective January 1, 2012, new Certificates presented for processing shall be paid effective from the date officially received by payroll staff.

(11) **Holiday Hours**

Unit members shall be granted the following holidays:

- | | |
|--------------------------------------|-----------------------|
| (1) New Year’s Day | (7) Independence Day |
| (2) Martin Luther King, Jr. Birthday | (8) Labor Day |
| (3) Lincoln’s Birthday | (9) Columbus Day |
| (4) Washington’s Birthday | (10) Veteran’s Day |
| (5) Cesar Chavez’s Birthday | (11) Thanksgiving Day |
| (6) Memorial Day | (12) Christmas Day |

Employees shall accrue 96 hours of Holiday Leave per year, and shall be credited with 48 hours of holiday leave each January 1 and additional 48 hours of holiday leave each July 1. Employees shall schedule holiday leave in accordance with department procedures.

Beginning January 1, 2005, employees will only be permitted to carry over 96 hours of accrued but unused holiday leave from one calendar year to the next. Employees who, as of January 1, have not lowered their accrued holiday leave to 96 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 96 hours cap. At that time, the employee will receive his/her full 48 hours allotment for that half-year. Upon employee’s separation, any unused holiday leave shall be compensated at his or her regular rate of pay.

(12) **Uniform Allowance**

The City shall pay employees a uniform allowance of \$800 per year. The allowance may be paid in equal semi-annual installments.

(13) **Overtime**

Employees shall receive time and one-half their regular rate of pay for all hours worked in excess of their regularly scheduled hours. In the event an employee takes sick leave on a regularly scheduled workday, and works beyond his/her regularly scheduled hours on that day, then the employee shall receive straight time compensation for the work beyond their regular schedule up to the duration of the sick leave used that day. Thereafter, all work beyond their regularly scheduled hours shall be compensated at the time and one-half rate. Employees may elect to be paid for overtime hours worked or receive compensatory time off, but in no event shall their compensatory time banks exceed 100 hours.

(14) **Compensatory Time Off**

Employees are permitted to accrue up to one hundred (100) hours of compensatory time off at any given time. Compensatory time off is accrued at one and one-half hours for each hour of overtime worked. An employee will be allowed to use accrued but unused compensatory time off in compliance with the requirements of the FLSA.

(15) **Call Back Compensation**

Any employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be paid at one and one-half (1½) times the regular rate of pay for the actual time worked, with a minimum of two (2) hours.

(16) **On-Call/Stand-By for Court**

Any employee required to be on-call for court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for two (2) hours for the morning session and two (2) hours for the afternoon session. If an employee is placed on-call for court and is subsequently called to testify during that same court session, the employee shall be paid for the combined duration of the actual time spent on-call and the actual time spent in the court appearance, at time and one-half his/her regular rate of pay, with a minimum of two hours.

(17) **Court Appearance Pay**

Any employee required to appear in court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(18) **Out of Class Pay**

Any unit member appointed to act in a higher classification and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

(19) **Pre-Employment Contract**

Any employee hired after July 1, 2008 who voluntarily leaves the City within thirty-six (36) months of accepting employment as a police cadet or police officer, and who obtains employment as a police officer within the State of California within the subsequent 12 months, will be required to repay the City for the actual cost of training that employee, not to exceed \$450 per month for each month short of 36. Said payments may be accomplished by relinquishing accrued but unused Vacation leave, Holiday leave or CTO leave, or in monthly installments of \$450, or both, at the employee's option.

(20) **Uniformed Personnel**

Except as otherwise provided, uniformed personnel shall work a 3/12-4/12 schedule. That schedule comprises alternating weeks of:

Week 1: Three (3) consecutive workdays of 12 consecutive work hours followed by Four (4) consecutive days off.

Week 2: Four (4) consecutive workdays of 12 consecutive work hours followed by Three (3) consecutive days off.

(21) **Non-Uniformed Personnel**

All non-uniformed personnel shall work a 9/80 work schedule consisting of alternating weeks of:

Week 1: Four (4) consecutive workdays, of which Three (3) consist of 9 consecutive hours and One (1) consists of 8 hours, followed by Three (3) consecutive days off.

Week 2: Five (5) consecutive workdays of 9 consecutive work hours each, followed by Two (2) consecutive days off.

(22) **Canine Officers (Work Schedule)**

Employees assigned as Canine Officers shall work a 4/10 schedule that consists of 4 consecutive work days of 10 consecutive hours each week.

(D) **POLICE MANAGEMENT UNIT**

Salaries and benefits listed here reflect stipulations in the last MOU, and are contingent upon negotiation of a new MOU.

For full-time regular employees assigned to **Schedule MP**, the following shall apply:

(1) **Salary**

The base salary for each represented unit classification shall be as set forth in this salary schedule.

In computing benefits that are a percentage of base salary (e.g., Longevity, Bilingual, Special Assignment Pay, Post Certificate/Education, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) **Annual Leave**

Employees earn Annual Leave in lieu of Vacation and Sick Leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll basis prorated in accordance with the following rates:

160 hours for 1-5 years of City service
200 hours for 6-10 year of City service
240 hours for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the Police Chief or his/her designee.

Unit members may, at the employee's discretion, accrue up to 880 hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

In the last payroll period in December each year, unit members may, at the employee's discretion, receive compensation for up to 80 hours of accumulated Annual Leave at their regular rate of pay provided that the employee has used a like number of hours of Annual or Management Leave during the same calendar year.

(3) **Management Leave**

Management leave, also known as Administrative Leave, is intended to allow the employee time to manage personal affairs as required. Management Leave also provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide 80 hours Management Leave per year, credited January 1st of each year. Pursuant to City policy, the City Manager shall have the authority to grant up to forty (40) additional hours of Management Leave in those cases where in his or her judgment it is warranted. Management Leave must be used in the year earned, and cannot be carried over from one calendar year to the next.

(4) **Bereavement Leave**

Employees shall be permitted to use up to five (5) days of any type of accrued leave per incident for bereavement purposes. The Police Chief may authorize additional days of leave for bereavement purposes on an as-needed basis.

(5) **Catastrophic Leave Donation Program**

The City shall continue the implementation of the Catastrophic Leave Donation Program as set forth in the City's existing policy. Employees shall be eligible for catastrophic leave donation based on the conditions specified in the policy. The City shall also agree to amend this policy to provide for an extension of the leave amount at the discretion of the City Administrator on a case-by-case basis.

(6) **Longevity Pay**

The City shall continue to pay longevity to all eligible unit members as follows:

- a) Upon completion of the fourth year of continuous service as a sworn officer with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
- b) Upon completion of the ninth year of continuous service as a sworn officer with the City, a total of seven and one-half percent (7.5%) over and above the base salary step for each employee in this category.

- c) Upon completion of the fourteenth year of continuous service as a sworn officer with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

(7) **Bilingual Pay**

The City shall continue to pay a two and one-half percent (2.5%) bilingual bonus for employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

- a) Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
- b) Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

(8) **POST Certificate Compensation**

Unit employees who possess any of these certificates shall be compensated as follows over that employee's base salary:

| | |
|--|-----------------|
| Intermediate POST Certificate or A.A./A.S. Degree: | 3.5% |
| Advanced Certificate or B.A. /B.S. Degree: | Additional 2.5% |
| Supervisory Certificate or Masters Degree: | Additional 2.5% |

(9) **Uniform Allowance**

Uniform allowance for Police Lieutenants shall be \$800. Payment of the uniform allowance can be made in equal semi-annual installments.

(10) **Out of Class Pay**

Any unit member appointed to act in a higher classification and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

(11) **Contract Duty**

Unit members who, at the employee's discretion, work special assignments typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half times the "Top Step" base pay of a City Police Sergeant plus any longevity and certificate pay to which the employee is entitled.

(12) **Vehicles**

Unit members shall be assigned an unmarked multi-purpose police vehicle for use to and from work locations and for official City business in accordance with City policy.

(E) POLICE CHIEF**(1) Salary**

The salary shown for Police Chief above reflects a Flat Rate for the 2014-2015 Fiscal Year. Subsequent increases shall be based on negotiated Agreement between the Police Chief and the City.

(2) Longevity Pay

The City shall pay the Police Chief an additional ten percent (10%) longevity pay over and above the monthly base salary.

(3) Medical, Dental, and Vision Insurance

The City shall continue to pay the full cost of medical, dental, and vision coverage for the employee and his eligible dependents. The medical, dental, and vision coverage provided by the City shall be the same as currently provided by existing City approved insurance plans.

The City's contribution for medical insurance benefits on behalf of the employee and eligible dependent(s) shall be capped at the cost of the most expensive PEMHCA plan for Los Angeles Area Region only, available at each plan level (i.e., employee, employee+1, employee+2 or more), excluding the PERSCare plan. If employee elects PERSCare, he or she shall pay the difference by pre-tax payroll deduction. In addition, the City shall continue to provide fully paid dental and vision coverage for all employees and eligible dependents.

(4) Life Insurance

The City shall continue to provide the Police Chief with a \$50,000 Basic Life and AD&D insurance policy at no cost to the employee. Purchase of additional policy shall be voluntary, and shall be at the employee's expense.

(5) Annual Leave

The City shall provide for Annual Leave to accrue on a payroll basis prorated in accordance with the following rates.

160 hours or 20 days for 1-5 years of City service
200 hours or 25 days for 6-10 year of City service
240 hours or 30 days for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the City Manager. If the employee's accrued but unused Annual Leave reaches 800 hours total, he or she will stop accruing additional Annual Leave unless and until the accrued Annual Leave falls below 800 hours.

In the last payroll period in December each year, the Chief may, at the employee's discretion, receive compensation for up to 80 hours of accumulated Annual Leave at his or her regular rate of pay provided that the employee has used a like number of hours of Annual or Management Leave during the same calendar year.

If the employee has pre-existing Sick Leave and/or Vacation accrual balance, he shall convert Sick Leave to 0.5 hours of Annual Leave; and convert Vacation to Annual Leave at

the rate of one (1) hour of Vacation to one (1) hour of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

(6) **Management Leave**

The Police Chief shall receive a maximum of eighty (80) hours of Management Leave per year, credited January 1st of each year. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Employee shall schedule Management Leave upon prior approval, and in the manner prescribed by the City Manager.

(7) **Holidays**

The Police Chief shall receive twelve (12) paid holidays similar to all sworn police employees, and in accordance with the City's current practices as such practices may be amended or modified from time to time by the City by action of the City Council. Paid holidays will be those approved by the City by action of the City Council. The employee shall accrue 96 hours of Holiday Leave per year, and shall be credited with 48 hours of holiday leave each January 1, and additional 48 hours of holiday leave each July 1. The employee shall schedule Holiday Leave upon prior approval, and in the manner prescribed, by the City Manager.

(8) **Uniform Allowance**

The City shall provide the Chief a uniform allowance and issued uniform equipment similar to all sworn employees.

(9) **Use of City-Owned Automobile**

The Police Chief shall be assigned an unmarked multi-purpose police vehicle for use to and from work locations and for official City business in accordance with the Employment Agreement.

(F) **DEPARTMENT HEADS AND MANAGEMENT**

Salaries and benefits listed here reflect stipulations in the last MOU for Schedule M (Management Employees) and are contingent upon negotiation of a new MOU.

(1) **Salary**

The base salary for each represented unit classification shall be as set forth in this salary schedule.

In computing benefits that are a percentage of base salary (e.g., Longevity, Bilingual, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) **Bilingual Pay**

The City shall pay \$100.00 per month bilingual bonus for unit employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

- a) The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and

- b) The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

(3) **Annual Leave**

- a) Unit employees shall be entitled to 100% of their annual leave accrual balance to be received in compensation at termination or separation.
- b) Annual Leave accrual per pay period for all unit members is as follows: 0 – 5 years of service: 6.15 Hours; 5 – 9 years of service: 7.69 Hours; and 10 or more years of service: 9.23 Hours.
- c) Unit employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.

(4) **Management Leave**

The City shall grant unit employees 120 hours of management leave per calendar year. Up to 120 hours of any unused leave will be cashed out in December of each year. Any additional accrued leave hours shall be carried over to the following year. At the time of separation, any unused management leave hours will be paid.

(5) **Modified Work Schedule**

Unit employees shall operate on a work schedule that allows an employee to work at least eight or nine hours in each work day, depending on their chosen work schedule, with various starting and ending times based upon the needs of the City. Unit employees shall not be required to charge their accrued leave time hours for payroll computation, provided at least eight or nine hours, depending on their chosen work schedule, have been worked in that day.

(6) **Acting Pay**

Employees who by written assignment perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

(7) **Longevity Pay for Management Employees**

The City shall continue to pay longevity to non-sworn management employees as follows:

- a) The City shall continue to pay longevity to unit employees that have completed 10 years of service from date of hire, an additional 3% above the base salary step for each employee.

b) The City shall continue to pay longevity to unit employees that have completed 20 years of service from date of hire, a total of 4% over and above the base salary.

c) The City shall continue to pay longevity to unit employees that have completed 30 years of service from date of hire, a total of 5% over and above the base salary.

Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

(8) **Mileage Reimbursement**

Unit employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

(9) **Life Insurance**

The City shall continue to provide each Management employee with a \$50,000 Basic Life and AD&D insurance policy at no cost to the employee. Purchase of additional policy shall be voluntary, and shall be at the employee's expense.

(G) **CITY MANAGER**

For the City Manager position, the following shall apply, but can change contingent upon negotiated contract:

(1) **Salary**

The salary shown for the City Manager under Section 2A above reflects a Flat Rate for the 2014-2015 Fiscal Year. Subsequent increases shall be based on negotiated Agreement between the City Manager and the City.

(2) **Bilingual Pay**

The City Manager shall be entitled to receive a bilingual bonus of \$100 per month if eligible under City policies.

(4) **Medical, Dental and Vision Insurance**

The City Manager shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded the City's executive management employees.

(5) **Life Insurance**

The City shall provide a \$50,000 Basic Life and AD&D insurance policy at no cost to the employee. Purchase of additional policy shall be voluntary, and shall be at the employee's expense.

(6) **Long Term Disability**

The City Manager shall receive any and all employee long term disability program benefits otherwise accorded the City's executive management employees.

(7) **Vacation Leave**

Commencing on the start date, the City Manager shall commence accrual of Vacation Leave at a rate of ten (10) hours of Vacation Leave per month for a total of one hundred and twenty (120) hours or fifteen (15) business days of Vacation Leave per calendar year.

(8) **Sick Leave**

Commencing on the start date, the City Manager shall commence accrual of Sick Leave at a rate of eight (8) hours of Sick Leave per month for a total of ninety six (96) hours or twelve (12) business days of Sick Leave per calendar year. Sick Leave shall be used only in cases of actual sickness or disability of the employee or the employee's immediate family or dependents.

(9) **Maximum Annual Leave Accrual**

At no time shall the employee accrue more than eight hundred (800) hours or one hundred (100) business days of total Annual Leave, including both Vacation and Sick Leave ("Annual Leave"). The employee shall cease to accrue any additional Annual leave time so long as his total accrued but unused Annual Leave remains at 800 hours or 100 business days total.

Per Government Code Section 53243 or other applicable law, upon voluntary or involuntary separation from the City, the employee may cash-out the unused balance of his total accrued Annual Leave. The cash-out shall be in an amount equal to the total number of unused Annual Leave hours multiplied by the quotient of the employee's annual base salary at the time of separation divided by two thousand eighty (2080) hours.

(10) **Management Leave**

The City Manager shall be granted one hundred and twenty (120) hours or fifteen (15) business days of Management Leave per year, accrued in the same manner as all other management employees.

(11) **Holidays**

The City Manager shall receive paid holidays in accordance with the City's current practices as such practices may be amended or modified from time to time by the City by action of the City Council. Paid holidays will be those approved by the City by action of the City Council. The City currently provides twelve (12) paid holidays per calendar year.

(12) **Automobile Allowance**

The City shall provide the City Manager with an automobile allowance in the amount of Four Hundred Dollars (\$400) per month to assist the City Manager with the cost of using and operating his own private vehicle and to offset expenses such as gasoline, auto insurance, maintenance, repair, and other automobile related costs and expenses.

SECTION 4: EMPLOYEES PLACED IN SAME STEP

For the purpose of placing this Resolution in effect as of the first day of the first pay period that includes July 1, 2014 and for the purpose of interpretation, each employee shall be placed in that salary step which he or she presently occupies in the range set forth for said position.

SECTION 5: INTERPRETATION - INEQUITY

In case of an inequity of hardship affecting any employee in a particular classification by reason of the adoption of this Resolution, the Council may adjust the same and the Council's action thereon as entered on the minutes shall be final. The Council shall determine all matters of interpretation of this Resolution and placement of employees in the proper salary steps and classification, and Council's decision on such matters as entered on the minutes shall be final.

SECTION 6: INTENT OF COUNCIL

It is the specific intent of the City Council that all officers and employees of the City for whom a salary range is specified in this Resolution or any amendment hereto shall be governed by the provision of this Resolution.

SECTION 7: REPEAL

Resolution No. 7544, adopted July 1, 2013, all Resolutions amendatory thereof or in conflict herewith and all motions and actions of the City Council in conflict herewith or covering the same matters heretofore adopted or taken to be the same are hereby repealed.

SECTION 8: EFFECTIVE DATE

The City Clerk shall certify to the passage of this Resolution, and the same shall be in full force and effect as of the first day of the first pay period that includes July 1, 2014.

ADOPTED AND APPROVED this 16th day of June, 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 16th day of June, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**RESOLUTION NO. 7614**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING THE TABLE OF ORGANIZATION FOR THE 2014-2015 FISCAL YEAR AND REPEALING PORTIONS OF SECTION 1 OF RESOLUTION NO. 7545, ADOPTED JULY 1, 2013, AND ALL RESOLUTIONS AMENDATORY THEREOF, AND ALL MOTIONS OF THE CITY COUNCIL IN CONFLICT HERewith.

WHEREAS, the City Council of the City of San Fernando is scheduled to adopt the Fiscal Year 2014-2015 Budget on June 16, 2014; and

WHEREAS, the Budget to be adopted for Fiscal Year 2014-2015 has provisions for various positions and classifications; and

WHEREAS, it is necessary that said positions be assigned to specific departments, divisions and activities by title and number; and

WHEREAS, it is necessary that a new Table of Organization be adopted to reflect the positions assigned to specific departments, divisions, and activities by title and number;

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

SECTION 1: That that portion of the said Table of Organization adopted on July 1, 2013, per Resolution No. 7545, and all Resolutions amendatory thereof, be repealed, and that a new Table of Organization be added assigning the following positions to the departments, divisions and activities as herein designated per attached Exhibit "A":

SECTION 2: Except as amended herein, all other provisions of the said Table of Organization adopted on July 1, 2013, per Resolution No. 7545, remains unchanged and in full force and effect.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 16th day of June, 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 16th day of June, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

**CITY OF SAN FERNANDO
FY 2014-2015 - TABLE OF ORGANIZATION**

| <u>DEPARTMENT/TITLE</u> | <u>BUDGETED HOURS (PER WEEK)</u> | <u>FULL TIME EQUIVALENT (FTE) STATUS</u> | <u>AVG NUMBER OF PERSONNEL IN POSITION</u> |
|--|--|--|--|
| <u>ADMINISTRATION</u> | | | |
| City Manager | 40 | 1 | 1 |
| Executive Assistant to the City Manager | 40 | 1 | 1 |
| *Assistant to the City Manager | 0 | 0 | 0 |
| TOTAL | 80 | 2 | 2 |
| City Clerk | 40 | 1 | 1 |
| *Office Clerk (Admin/City Clerk) P/T | 0 | 0 | 0 |
| TOTAL | 40 | 1 | 1 |
| <u>Personnel Division</u> | | | |
| Personnel Manager | 40 | 1 | 1 |
| *Personnel Office Assistant | 0 | 0 | 0 |
| Personnel Technician | 40 | 1 | 1 |
| *Personnel Office Clerk (P/T) | 0 | 0 | 0 |
| TOTAL | 80 | 2 | 2 |
| <u>COMMUNITY DEVELOPMENT</u> | | | |
| Community Development Director | 40 | 1 | 1 |
| *City Planner | 0 | 0 | 0 |
| Community Preservation Officer | 80 | 2 | 2 |
| *Community Preservation Officer | 0 | 0 | 0 |
| Building & Safety Supervisor | 40 | 1 | 1 |
| Associate Planner | 40 | 1 | 1 |
| *Assistant Planner | 0 | 0 | 0 |
| *Assistant Planner (Housing) | 0 | 0 | 0 |
| Community Development Secretary | 40 | 1 | 1 |
| Community Preservation Officer (P/T) | 30 | 0.75 | 2 |
| City Maintenance Helper (P/T) - Grafitti | 38 | 0.95 | 2 |
| TOTAL | 308 | 7.7 | 10 |
| <u>FINANCE</u> | | | |
| Finance Director | 40 | 1 | 1 |
| *Senior Accountant | 0 | 0 | 0 |
| Junior Accountant | 40 | 1 | 1 |
| Senior Account Clerk II | 40 | 1 | 1 |
| Senior Account Clerk | 80 | 2 | 2 |
| *Senior Account Clerk | 0 | 0 | 0 |
| Finance Office Specialist | 40 | 1 | 1 |
| Cashier (P/T) | 40 | 1 | 2 |
| TOTAL | 280 | 7 | 8 |

CITY OF SAN FERNANDO
FY 2014-2015 - TABLE OF ORGANIZATION

| <u>DEPARTMENT/TITLE</u> | <u>BUDGETED HOURS (PER WEEK)</u> | <u>FULL TIME EQUIVALENT (FTE) STATUS</u> | <u>AVG NUMBER OF PERSONNEL IN POSITION</u> |
|---|--|--|--|
| <u>POLICE</u> | | | |
| Police Chief | 40 | 1 | 1 |
| Police Lieutenant | 80 | 2 | 2 |
| *Police Lieutenant | 0 | 0 | 0 |
| Police Sergeant | 200 | 5 | 5 |
| *Police Sergeant | 0 | 0 | 0 |
| Police Officer | 920 | 23 | 23 |
| *Police Officer | 0 | 0 | 0 |
| Police Desk Officer | 320 | 8 | 8 |
| *Secretary to the Chief | 0 | 0 | 0 |
| Police Office Specialist | 40 | 1 | 1 |
| Police Records/Systems Administrator | 40 | 1 | 1 |
| Police Records Specialist | 40 | 1 | 1 |
| *Police Records Specialist | 0 | 0 | 0 |
| Property Control Officer | 40 | 1 | 1 |
| Community Service Officer (P/T) | 80 | 4 | 4 |
| Crossing Guard (P/T) | 100 | 2.5 | 6 |
| Junior Cadet (P/T) | 40 | 1 | 2 |
| TOTAL | 1940 | 50.5 | 55 |
| <u>PUBLIC WORKS</u> | | | |
| Deputy City Manager/Public Works Director | 40 | 1 | 1 |
| Administrative Analyst | 40 | 1 | 1 |
| *Management Analyst | 0 | 0 | 0 |
| Office Specialist | 40 | 1 | 1 |
| Public Works Administrative Coordinator | 40 | 1 | 1 |
| Public Works Office Specialist | 40 | 1 | 1 |
| <u>Electrical Division</u> | | | |
| Electrical Supervisor | 40 | 1 | 1 |
| Building Maint. Worker/Electrical Helper | 40 | 1 | 1 |
| <u>Engineering Division</u> | | | |
| *City Engineer | 0 | 0 | 0 |
| Civil Engineering Assistant II | 80 | 2 | 2 |
| <u>Facility Maintenance Division</u> | | | |
| Public Works Superintendent | 40 | 1 | 1 |
| Public Woks Field Supervisor II | 40 | 1 | 1 |

CITY OF SAN FERNANDO
FY 2014-2015 - TABLE OF ORGANIZATION

| <u>DEPARTMENT/TITLE</u> | <u>BUDGETED HOURS (PER WEEK)</u> | <u>FULL TIME EQUIVALENT (FTE) STATUS</u> | <u>AVG NUMBER OF PERSONNEL IN POSITION</u> |
|---|--|--|--|
| <u>Facility Maintenance Division Cont'd.</u> | | | |
| Senior Maintenance Worker | 40 | 1 | 1 |
| Public Works Maintenance Worker | 160 | 4 | 4 |
| *Public Works Maintenance Worker | 0 | 0 | 0 |
| Public Works Maintenance Helper (P/T) | 17 | 0.4 | 1 |
| *Public Works Maintenance Helper (P/T) | 0 | 0 | 0 |
| <u>Equipment & Materials Division</u> | | | |
| Equipment & Materials Supervisor | 40 | 1 | 1 |
| Mechanical Helper | 40 | 1 | 1 |
| <u>Street Services Division</u> | | | |
| Public Works Supervisor II | 40 | 1 | 1 |
| Senior Maintenance Worker | 160 | 4 | 4 |
| Public Works Maintenance Worker | 80 | 2 | 2 |
| *Public Works Maintenance Worker | 0 | 0 | 0 |
| Public Works Maintenance Helper (P/T) | 17 | 0.4 | 1 |
| *Public Works Maintenance Helper (P/T) | 0 | 0 | 0 |
| <u>Water Services Division</u> | | | |
| Public Works Superintendent | 40 | 1 | 1 |
| Public Works Field Supervisor II | 40 | 1 | 1 |
| Public Works Field Supervisor I | 40 | 1 | 1 |
| Senior Maintenance Worker | 40 | 1 | 1 |
| Public Works Maintenance Worker | 80 | 2 | 2 |
| Meter Technician | 40 | 1 | 1 |
| Water Pumping Operator/Backflow Techn. | 40 | 1 | 1 |
| TOTAL | 1354 | 33.8 | 35 |
| <u>RECREATION & COMMUNITY SERVICES</u> | | | |
| *Director of Rec. & Community Services | 0 | 0 | 0 |
| Aquatics Supervisor | 40 | 1 | 1 |
| Office Specialist | 80 | 2 | 2 |
| Community Services Supervisor | 40 | 1 | 1 |
| Cultural Arts Supervisor | 40 | 1 | 1 |
| Recreation/Community Svcs. Operations Mgr. | 40 | 1 | 1 |
| *Recreation Coordinator | 0 | 0 | 0 |
| Program Specialist | 40 | 1 | 1 |
| Day Camp/After School Counselor (P/T) | 262 | 7 | 14 |
| Cashier (P/T) | 12 | 0.3 | 3 |
| Lifeguard (P/T) | 192 | 4.5 | 27 |
| Pool Attendant/Cashier (P/T) | 87 | 2 | 7 |
| Program Specialist (P/T) | 40 | 1 | 2 |
| Recreation Leader I, II & III (P/T) | 255 | 6.38 | 20 |
| Senior Day Camp/Senior After School Counselor (P/T) | 101 | 2.53 | 7 |
| Senior Lifeguard (P/T) | 39 | 1 | 3 |
| TOTAL | 1268 | 31.71 | 90 |
| <u>TREASURER</u> | | | |
| Treasurer Assistant | 40 | 1 | 1 |
| Office Clerk | 40 | 1 | 1 |
| TOTAL | 80 | 2 | 2 |
| GRAND TOTAL FULL TIME | 5430 | 137.71 | 205 |

* Currently unbudgeted frozen position

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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: June 16, 2014

SUBJECT: Consideration to Adopt a Resolution Revising the Associate Planner Job Specifications

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7611 (Attachment "A") revising the job specifications for the position of Associate Planner.

BACKGROUND:

1. On June 19, 2006, the City Council approved Resolution No. 7123 amending the job specifications for Associate Planner.
2. On May 27, 2014, the City Council conducted a Study Session on the Fiscal Year (FY) 2014-2015 Budget. As part of the City's presentation, the Community Development Department's proposed budget included a budget request to fund the position of Associate Planner for the coming fiscal year. The Associate Planner is currently a frozen and unfunded position in the Department and noted as such in the Department's Table of Organization. The Associate Planner would, amongst other things, assist the Director in reviewing and processing redevelopment project proposals as well as assisting customers with City and zoning code questions.

ANALYSIS:

The Associate Planner job specifications have been updated to more accurately reflect the duties and responsibilities of the position, which provides daily support services to the Director related to long range and current planning activities. These support services include, but are not limited to: review of land development projects, preparation of general plan elements, zoning code administration and update, project design review, redevelopment planning, acquisition, disposition, development, and neighborhood preservation.

Consideration to Adopt a Resolution Revising the Associate Planner Job Specifications

Page 2

City Council approval of the revised Associate Planner job specifications at this time will allow the recruitment process to proceed in a timely manner in order to review and select a qualified individual to fill the position. The Associate Planner will play a critical role in ensuring that the review and processing of projects are completed pursuant to State permit streamlining requirements and there is minimal disruption to City customers and the general public that rely on planning staff assistance on an ongoing basis.

BUDGET IMPACT:

Funding is included in the City's proposed FY 2014-2015 Budget.

CONCLUSION:

The adoption of the revised job specification for the Associate Planner position is necessary to accurately reflect the current job responsibilities and/or fulfill certification requirements. This will also enable City staff to start recruitment for the Associate Planner position subsequent to adoption of the FY 2014-2015 Budget.

ATTACHMENT:

A. Resolution No. 7611

ATTACHMENT "A"**RESOLUTION NO. 7611****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO AMENDING RESOLUTION NO. 4144,
ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF
SUPPLEMENT NO. 169 THERETO**

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 169 (Exhibit "A") covering important and essential duties, job-related and essential qualifications for the following position and classification:

ASSOCIATE PLANNER

Supplement No. 169 is hereby adopted and approved as the new official job classification and definition, prescribing important and essential duties, job-related and essential qualifications for the position and classification set forth above. Copies of Supplement No. 169 are now on file in the office of the City Clerk. Said Supplement No. 169 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of June, 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 16th day of June, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT “A”**CITY OF SAN FERNANDO**

Supplement No. 169
Resolution No. 7611
Effective: June 16, 2014

ASSOCIATE PLANNER**DEFINITION**

Under general direction of the Department Director, performs highly responsible professional level work involving a broad range of current and long range planning activities. This involves land development projects, preparation of general plan elements, zoning code administration and update, project design review, redevelopment planning, acquisition, disposition, development, and neighborhood preservation. Performs other related work as assigned.

IMPORTANT AND ESSENTIAL DUTIES

Essential duties may include, but are not limited to, the following:

1. Analyzes and interprets social, economic, population and land use data and trends.
2. Prepares written and graphic reports on various planning matters and elements of the General Plan and City zoning code.
3. Researches and drafts various Planning and Preservation Commission documents and City Council resolutions and ordinances.
4. Provides technical assistance in the analysis, coordination and implementation of development requirements and regulations.
5. Evaluates and administers requests for conditional use permit applications, variance, zoning amendments, subdivision plat maps, and other similar development proposals and ensures consistency with the General Plan, City zoning code, and other applicable State, County, and Federal regulations.
6. Evaluates site plans, maintains the General Plan, and performs current and long term planning tasks.
7. Develops, administers and maintains local housing plans and programs in the community as noted in the City's General Plan Housing Element.
8. Performs housing-related planning studies, and develops housing programs for future implementation.
9. Provides administrative oversight to the City's CDBG program.
10. Evaluates land for housing development, and undertakes disposition and development.
11. Checks commercial, industrial and residential development plans for issuance of zoning conformity; processes permits applications, and visits development sites as appropriate.
12. Respectfully and professionally assist the public.

OTHER JOB-RELATED DUTIES

1. Performs required liaison to assure coordination with other local, regional, State and Federal agencies.

Associate Planner**Page 2 of 3**

2. Represents the Department and explains planning programs and policies to various organizations, agencies and public groups.
3. Confers with and advises architects, builders, attorneys, contractors, engineers and the general public regarding City development policies and standards.
4. Maintains regular contact with planning consultants, City, County, State and Federal agencies, professional and technical groups and the general public regarding planning and economic development activities and services.
5. Provides technical staff support to, and serves as staff liaison to the Planning and Preservation Commission, City Council and special committees.
6. May supervise subordinate staff, and handle day-to-day administrative functions such as staff training and evaluation as well as assist the Director in departmental budget development and administration.

JOB-RELATED AND ESSENTIAL QUALIFICATIONS**Demonstrated Experience In:**

1. Federal, State and County redevelopment and housing legislations, laws, rules and regulations and local laws affecting planning, zoning, housing and redevelopment.
2. Community Development Block Grant annual entitlement program preparation.
3. Land acquisition and disposition, and land development.

Ability to:

1. Manage projects effectively and meet deadlines.
2. Collect, analyze and interpret data pertaining to planning, zoning, redevelopment, and housing situations.
3. Write and present concise reports and recommendations.
4. Make oral presentations before City officials, public groups and individuals.
5. Establish and maintain effective working relationships with City staff and the public.
6. Understand and speak Spanish (highly desirable).

Experience and Education guidelines:

A typical way to obtain the knowledge, skills and abilities would be the following:

Experience: Three (3) years of professional level experience in local general-purpose planning and/or redevelopment activities is required. A Master's degree in a planning or related field may substitute for one (1) year of previous work experience.

Education: A Bachelor's degree in Urban Planning, Public Administration, Architecture, Landscape Architecture, or Urban Studies is required.

Special Requirements:

Must possess a valid California Class C Driver's License on appointment, and as a condition of continued employment.

Associate Planner**Page 3 of 3**

Must stay current in field, and acquire all necessary training that new technological changes may present.

Essential duties require the following physical and environmental conditions:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand and sit, walk, use hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms. Occasionally required to climb or balance, stoop, kneel, crouch, or crawl; talk and hear.

The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager
By: Rafaela T. King, Interim Finance Director

DATE: June 16, 2014

SUBJECT: Consideration to Adopt a Resolution Setting the Fiscal Year (FY) 2014-2015 Article XIII B Appropriations (Gann) Limit

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7612 (Attachment "A") setting the FY 2014-2015 Article XIII B Appropriation Limit at \$40,079,246.

BACKGROUND:

In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the (Paul) Gann Initiative. The Proposition created Article XIII B of the State Constitution placing annual limits on the amount of revenue which can be spent by all entities of government.

The Appropriation Limit of Proposition 4 had little impact in its early years, but in 1987 the State of California refunded \$1.1 billion to taxpayers as a result of unexpectedly reaching their limit. The Proposition was also a major barrier to increasing gas taxes in the late 1980's.

To increase accountability of local governments in adopting their limits, the State voters approved Proposition 111 in June, 1990. Proposition 111 amended Article XIII B (Proposition 4) by requiring local jurisdictions to establish an annual review of the Appropriation Limit calculation.

ANALYSIS:

Appropriation Limits control the amount of revenue that can be appropriated in any fiscal year to the "Proceeds of Taxes." Proceeds of Taxes include: all taxes levied by or for an agency; any revenues from license fees, general use charges and user fees to the extent that the proceeds exceed the cost of providing the service covered by the fee; and discretionary State subventions.

Consideration to Adopt a Resolution Setting the Fiscal Year (FY) Article XIII B Appropriations (Gann)
Limit
Page 2

An increase over the prior year's limitation is allowed in three instances:

1. Percentage change in California fourth quarter personal income or the increase in the non-residential assessed valuation due to new construction;
2. Percentage change in the population of the jurisdiction or the county in which the jurisdiction is located, whichever is greater; and
3. Corrections for previous computation errors.

Cities use the following factors when calculating the Gann calculation:

- First, either the "Per Capita Personal Income Change" or the "Non-Residential Assessed Value Change".
- Second, the "City Population Change" or the "Los Angeles County Population Change".

The components used for the FY 2014-2015 Gann Limit calculation as noted in Exhibit "A" of Attachment "A" are the increase in the Non-Residential Assessed Value change of +5.51% and the Los Angeles County Population Change of +0.78%. The use of the two above-mentioned factors results in an increase in the Appropriation Limit of +1.06332978% or a \$2,387,039 increase to \$40,079,246.

BUDGET IMPACT:

None. The proposed Gann Limit calculation as noted in this report is pursuant to State regulations and ensures the City's compliance with State Appropriation Limits.

CONCLUSION:

A full analysis is not required since the total General Fund budget, including those factors that could be eliminated for computation purposes, is less than the Appropriation Limit. Approving the Resolution No. 7612 will set the FY 2014-2015 Article XIII B Appropriation Limit at \$40,079,246.

ATTACHMENT:

A. Resolution No. 7612

ATTACHMENT "A"**RESOLUTION NO. 7612****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO FIXING THE APPROPRIATION LIMITATION IN THE CITY OF SAN FERNANDO FOR THE FISCAL YEAR 2014-15**

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

Section 1. In accordance with Article XIIB of the California Constitution as amended by Proposition 111 and the Gann Implementation Bill 1352, the Appropriation Limit (Exhibit "A") in the City of San Fernando for Fiscal Year 2014-2015 is hereby fixed at Forty Million, Seventy-Nine Thousand, Two Hundred Forty-Six dollars (\$40,079,246).

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 16th day of June 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 16th day of June, 2014 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

EXHIBIT “A”**ARTICLE XIII B APPROPRIATIONS LIMIT (GANN)****FISCAL YEAR 2014-2015 - CALCULATIONS**

| | |
|--|--------------|
| FY 2013-2014 Adopted Appropriation Limit | \$37,692,206 |
| Per Capita Personal Income Change* | - 0.23% |
| Ratio | 0.9977 |
| Non-Residential Assessed Value Change** | +5.51% |
| Ratio | 1.0551 |
| City Population Change* | +0.54% |
| Los Angeles County Change* | +0.78% |

Calculation Factor =
Per Capita Personal Income Change x City Population Change

$$1.0551 \times 1.0078 = 1.06332978$$

FY 2013-2014 Adopted Appropriation Limit x the Calculation Factor

$$\$37,692,206 \times 1.06332978 = \underline{\underline{\$40,079,246}} = \underline{\underline{\text{FY 2014-2015 Limit}}}$$

* Information Provided by California State Department of Finance

** Information Provided by HDL (City Consultant)

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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 Operations Manager

DATE: June 16, 2014

SUBJECT: Consideration to Approve a Maintenance Agreement with Tecogen

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a one-year Maintenance Agreement (Attachment “A” – Contract No. 1747) with Tecogen to maintain the Tecogen Cogeneration Unit at the San Fernando Regional Pool Facility (Pool Facility); and
- b. Authorize the City Manager to execute the Maintenance Agreement with Tecogen.

BACKGROUND:

1. In 2008, the City opened the Pool Facility which is considered to be an advanced, state-of-the-art pool facility due to many of its features, including the Tecogen Cogeneration Unit (TCU), which provides energy savings to the City.
2. On November 24, 2009, the City entered into a three-year Maintenance Agreement (Attachment “B”) with Tecogen to provide all services required to maintain the TCU located in the Pool Pump Room of the Pool Facility.
3. On November 25, 2012, the Maintenance Agreement with Tecogen expired.
4. On July 1, 2013, the City entered into a one-year Maintenance Agreement with Tecogen.
5. Since July of 2013, City staff has investigated alternative devices for providing energy savings for operations of the Pool Facility.

Consideration to Approve a Maintenance Agreement with Tecogen

Page 2

ANALYSIS:

For over 20 years, Tecogen has performed fundamental and applied research in many energy-related fields to develop new technologies. Today, Tecogen is a manufacturer of natural-gas-fueled, engine-driven, combined heat and power products that aim to reduce energy costs and greenhouse gas emissions, and alleviate congestion on the national power grid. Their products are designed to supply electrical power or mechanical power for cooling, as well as free engine heat that gets recovered and purposefully used at customer facilities.

Since 2009, the Pool Facility has utilized a Tecogen Cogeneration Unit (TCU) which is a natural gas-fueled engine that generates up to 75 kilowatts of electricity per hour. Electricity is fed into the building, thereby reducing the Pool Facility's electrical consumption. In addition, the TCU utilizes water from the 50-meter swimming pool to cool the system. This water then returns back to the pool heated. This allows for City staff to shut down the Pool Facility's larger boilers during late spring into mid fall, since the water is heated thus providing for additional energy savings. In addition, the TCU can reduce the greenhouse gas emissions normally associated with electricity and hot water production that can help the City cut utility bills by as much as 50%.

The TCU is property of Tecogen and the Maintenance Agreement is required to be with them also, thus this is considered to be a sole source. Per the Maintenance Agreement, Tecogen is solely responsible for all services required to maintain the TCU. Furthermore, it requires Tecogen to meet and exceed the local and federal standards for both air quality and unit emissions. The cost to the City is \$2.05 per operational hour of the TCU. Based on a run time of 7,000 hours per year, the Maintenance Agreement would be for approximately \$14,350.

BUDGET IMPACT:

Funding is included in City's proposed FY 2014-2015 Budget.

CONCLUSION:

Since 2008, City staff has identified and implemented alternative methods to decrease utility costs at the Pool Facility. For Fiscal Year 2014-2015, City staff will conduct an analysis of the actual savings of the TCU and additional energy saving alternatives for the Pool Facility. It is recommended that the City Council authorize the City Manager to approve the one-year Maintenance Agreement (effective July 1, 2014) with Tecogen to provide all services required to maintain the TCU.

ATTACHMENTS:

- A. Contract No. 1747
- B. Tecogen Maintenance Agreement (2009)

TECOGEN

Natural Gas Engine Driven Products

TECOCHILL

TecoFROST

COGENERATION

ATTACHMENT "A"
CONTRACT NO. 1747**MAINTENANCE AGREEMENT**
TECOGEN® Cogeneration Systems

| | | | |
|--|---------------------------|---|---------------------|
| Buyer: | Customer No.: 3019 | Site No 637 | Sale No. 602 |
| Corporate Nam City of San Fernando | | Corporate Nam San Fernando Pool | |
| State of Incorporation CA | | State of Incorporation: CA | |
| Address: 117 MacNeil Street | | Address: City of San Fernando | |
| ATTN: Ismael Aguila | | 208 Park Avenue | |
| City: San Fernando State: CA Zip: 91340 | | City: San Fernando State CA Zip: 91340 | |
| Contact email: iaguila@ci.san-fernando.ca.us | | Contact Joe Goss - Aquatic Supervisor - jgoss@sfcity.org | |
| Phone: (818) 898-7381 | | Phone: (818) 365-3673 | |

EQUIPMENT DESCRIPTION**Quantity** One (1) TECOGEN® Cogeneration Module(s)**Model #(s):** CM-75HEI**Serial #(s):** 200867**SERVICE CHARGE**

The maintenance service charge for each Cogeneration Module for the first 12-month period of the Maintenance Agreement shall be an amount equal to a flat rate of \$2.050 times the number of hours of operation of each Cogeneration Module during the 12-month period.

TERMS OF PAYMENT

Buyer will pay the Maintenance Service charge in advance on a quarterly basis, provided that the first payment shall not be due until 30 days following the commencement of operation of each module. The amount of each quarterly payment shall be based on an assumed 1500 hours of operation by each cogeneration module during the quarter. Seller will calculate an adjustment within 30 days following the end of each quarter to reflect the difference between the actual number of hours of operation during the quarter and the assumed 1500 hours of operation. Seller will pay Buyer the appropriate adjustment amount in the event that the actual operation is less than 1500 hours during the quarter. Buyer will pay Seller the appropriate additional amount in the event that the actual operation exceeds 1500 hours during the quarter. All adjustment amounts will be paid within 15 days following notice from Seller to Buyer setting forth the adjustment calculation

MONTHLY BILLING ☒

If Monthly Billing is selected buyer will be billed for actual hours of operation during each month.

DURATION OF AGREEMENT: 12 MONTHS ☐ **AUTOMATIC RENEWAL** **EFFECTIVE DATE:** 7/1/2014

The Maintenance Agreement on the above equipment is further governed by the Terms and Conditions of Maintenance for TECOGEN Cogeneration Systems (on the reverse side of this page) which forms an integral part of this agreement any Special Terms are attached.

ACCEPTED AND AGREED BY**(BUYER)****BY:** _____**TITLE:** _____**DATE:** _____**(SELLER)****BY:** Joseph E. Gehret**TITLE:** Field Operations Manager**DATE:** _____

TERMS & CONDITIONS OF MAINTENANCE

TECOGEN Cogeneration Systems

1. **GENERAL.** The Terms and Conditions stated herein shall, together with the attached Maintenance Agreement, form the agreement for maintenance of one or more TECOGEN Cogeneration Module(s) by a Buyer (Buyer) from TECOGEN (Seller).

By its signature hereto, the Buyer agrees that the provisions of this Agreement shall supersede any term or condition regarding maintenance set forth in any purchase order, contract, or other document delivered by the Buyer to the Seller.

This agreement covers only the Cogeneration Module(s) or portion(s) of the Cogeneration Module(s) specified in the attached SERVICE CHARGE section of the Maintenance Agreement and manufactured by Seller and not the associated installed equipment.

2. **TERM.** The maintenance period under this maintenance agreement shall be as set forth in the DURATION OF AGREEMENT section and shall begin on the earlier of commencement of operation of the Cogeneration Module(s) or 6 months following shipment of the Cogeneration Module(s), unless otherwise stated.
3. **SERVICE ESCALATION.** Seller will increase the maintenance service charge rate on each anniversary of the commencement date of the maintenance period of this Maintenance Agreement by a factor equal to (1) the rate of increase in the Consumer's Price Index as published by the U.S. Government for the year immediately preceding, plus 2%, or 5% whichever is higher, or as specified by the attached Tecogen Maintenance Quotation.
4. **ACCESS.** Buyer will allow Seller and Seller's representatives access to the Cogeneration Module(s) during regular business hours to perform scheduled and unscheduled maintenance and to make periodic inspections of the Cogeneration Module(s).
5. **SCHEDULED MAINTENANCE SERVICE.** Seller's representatives shall make routine maintenance visits to the Buyer's Cogeneration Module facility at least once in every 1,000 hours of operation, or at intervals prescribed in its "TECOGEN Service Interval Guideline", whichever is greater. Seller reserves the right to modify this guideline, including services performed and service intervals, at any time during the Agreement period at its discretion.
- Buyer shall notify Seller no less than five (5) days in advance of the passage of each 750 hours of operation for each module. In the event that the unit is equipped with the Tecogen Remote Monitoring and Control System option (RMCS), this Buyer requirement is waived, so long as Buyer maintains at his expense a working telephone line and allows Seller telephone access to the Cogeneration Module(s).
6. **UNSCHEDULED REPAIR SERVICE.** Seller responsibilities for unscheduled service repair shall be as follows:

In the event of a breakdown, malfunction, or failure of the Cogeneration Module(s), Buyer shall promptly notify Seller of such event and Seller shall use its best efforts to repair the Cogeneration Module(s); provided, however, that if such breakdown, malfunction, or failure results from any of the exclusions set forth in this Agreement, Buyer shall reimburse Seller for all service charges paid to repair the Cogeneration Module(s) at the prevailing rate per hour of serviceperson time (shop-to-shop), plus all travel expenses and material costs paid. Any service performed after 5:00 p.m. will be charged at time and one-half and any service performed on Sundays will be charged at double time.

Also, in the event of a breakdown, malfunction, or failure of any equipment or any part thereof *outside* the Cogeneration Module(s), Buyer will promptly notify Seller of such event.

Buyer shall not, during the term of this Maintenance Agreement, without the prior written consent of Seller, allow any person other than Seller or Seller's representative to perform any maintenance service, repairs, or adjustments to the Cogeneration Module(s). However, those activities performed by the Buyer's designated maintenance specialist for the Cogeneration Module(s), where such activities are performed under the supervision of, or at the express request of, representatives or service personnel of Seller, shall be permitted.

The Seller's responsibilities for unscheduled repair shall not extend to items not part of the Cogeneration Module(s), unless such coverage is explicitly stated on the front of this agreement as included.

7. **EXCLUSIONS.** This Maintenance Agreement does not cover any maintenance or repair to any Cogeneration Module(s) that results in whole or in part from:
- Willful damage, misconduct, or negligence of Buyer, its employees, agents or invitees;
 - Fire, theft, or other risks now or hereafter normally covered by an "all risks" policy of insurance, including extended coverage;
 - War, riots, civil commotion, flood, storm, earthquake, or any similar event;
 - Any alteration, addition to, substitution, or replacement of any part of the Cogeneration Module(s) or related electrical, plumbing, or fuel connection not authorized by Seller;
 - Adjustment, maintenance, service, or repair to the Cogeneration Modules(s) or related electrical plumbing or fuel connections not authorized by Seller;

- Any use of the Cogeneration Module(s) in any manner other than its designed use;
 - Improper installation of the Cogeneration Module(s) by anyone other than Seller or Seller's authorized representatives;
 - Buyer's failure to keep the Cogeneration Module(s) protected from the weather or elements;
 - Buyer's failure to perform any covenant contained in this Maintenance Agreement.
8. **PARTS REPLACEMENT.** Buyer agrees that upon replacement of any parts, lubricants, refrigerants, components, or other materials by Seller during the term of this Maintenance Agreement, the corresponding items removed shall become the property of Seller.

The engine(s) contained in the Cogeneration Module(s) will be repaired or replaced as necessary to correct mechanical defects or failures of an engine. The cost of engine replacement or repair is included in the maintenance service charge. In the event of engine replacement, Seller will supply a similar new engine or, for engine with removable cylinder liners, a similar rebuilt engine. The replaced engine that is removed from the Cogeneration Module shall become the property of Seller.

9. **LIMITATIONS OF LIABILITY.** In no event shall Seller or its agents be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of use or anticipated profits, whether in an action on contract or tort. The maximum liability of Seller to Buyer under this Agreement shall not exceed the maintenance service charge received by Seller prior to the determination of such liability.
10. **ACCEPTANCE.** All orders for maintenance are subject to acceptance in writing by an authorized employee of Seller.
11. **OTHER.** The terms of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. Except as set forth herein, neither party shall assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other.

The Maintenance Agreement including these Terms and Conditions sets forth the entire understanding of the parties regarding maintenance service of Cogeneration Module(s) and supersedes all prior agreements, communications, representations or warranties, whether oral or written, by an officer, employee or representative of either party regarding such maintenance service.

Any performance or covenant under this Agreement may be waived in writing signed by both parties. No waiver by either party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

Any change in the terms of this Agreement must be in writing and signed by both parties.

Buyer and Seller agree that if any provision of this Agreement is held by any court to be illegal or unenforceable, the remaining provision shall, to the extent practicable, remain in full force and effect.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

12. **TERMINATION.** This agreement may be terminated by either party upon 90 days written notification to the other party.
13. **SUSPENSION.** Service under this Agreement will be suspended upon written notification by Seller to Buyer if maintenance fees are in arrears.
14. **ADDITIONAL CHARGES.** In addition to the maintenance service charge set forth, Buyer shall also be responsible for the charges incurred as follow:
- Any outside rigging charges shall be billed to Buyer at cost.
 - Any outside agency emissions testing charges shall be billed to Buyer at cost.
 - Any maintenance or service covered by this Agreement requested by Buyer to be performed outside normal business hours shall be billed to Buyer at the difference between regular and overtime hourly rates then in effect.
 - This Agreement only covers maintenance for the TECOGEN equipment specified. Buyer will be billed for any requested service calls and work due to problems outside the TECOGEN equipment at Seller's prevailing Time and Material Rates, including travel time, mileage, and actual hours worked. Seller will not exceed two hours of diagnosis and/or corrective work without the express approval of Buyer.
15. **FINANCE CHARGE.** A charge of 18% per annum will be charged on all late payments (i.e. all payments made outside the agreed upon payment terms).
16. **COLLECTIONS.** Buyer agrees to pay all costs and expenses of collections, including, but not limited to, all Attorneys' fees incurred up to the maximum permitted by applicable law.



45 First Avenue, Waltham, MA 02451
 phone: 781.466.6400, fax: 781.466.6466

FOR OFFICE USE ONLY 070188
JOB NO. _____
MODEL NO. _____

Maintenance Agreement TECOGEN® Cogeneration Systems

BUYER:

CORPORATE NAME: City of San Fernando
STATE OF INCORPORATION: CA
ADDRESS: 117 Macneil Street
San Fernando, CA 91340
CONTACT: Ron Ruiz, Public Works Director
PHONE/FAX: ph 818-898-1237; fax 818-361-6728;
email: rruiz@ci.san-fernando.ca.us

SITE:

CORPORATE NAME: San Fernando Regional Pool Facility
STATE OF INCORPORATION: CA
ADDRESS: 208 Park Avenue
San Fernando, CA 91340
CONTACT: (same)
PHONE/FAX: (same)

EQUIPMENT DESCRIPTION

- a. **QUANTITY:** One (1) TECOGEN® Cogeneration Module(s)
 b. **MODEL #(s):** TECOGEN CM-75HE "Integrated"
 c. **SERIAL #(s):** _____

SERVICE CHARGE

The maintenance service charge for each Cogeneration Module for the first 12-month period of the Maintenance Agreement shall be an amount equal to a flat rate of \$ 2.05 times the number of hours of operation of each Cogeneration Module during the 12-month period.

TERMS OF PAYMENT

Buyer will pay the Maintenance Service charge in advance on a quarterly basis, provided that the first payment shall not be due until 30 days following the commencement of operation of each module. The amount of each quarterly payment shall be based on an assumed 1500 hours of operation by each cogeneration module during the quarter.

Seller will calculate an adjustment within 30 days following the end of each quarter to reflect the difference between the actual number of hours of operation during the quarter and the assumed 1500 hours of operation. Seller will pay Buyer the appropriate adjustment amount in the event that the actual operation is less than 1500 hours during the quarter. Buyer will pay Seller the appropriate additional amount in the event that the actual operation exceeds 1500 hours during the quarter. All adjustment amounts will be paid within 15 days following notice from Seller to Buyer setting forth the adjustment calculation.

30 RR

DURATION OF AGREEMENT: (36) MONTHS

EFFECTIVE DATE: 11/24/09

NOTES: 1. Agreement covers complete Tecogen unit ("the blue box"). Included are its special "integrated" components (i.e., pump & valve module, power factor correction capacitors, emissions controls). 2. Agreement does not cover external "system" components (i.e., HX's, radiator, silencer, expansion tank, gas regulator, diverter/mixing valves, pumps, controls, external relays, meters, fans, phoneline, piping, etc.). 3. Agreement also provides special emissions-related coverage. Specifically, Tecogen will perform 'periodic emissions testing' on above equipment, per current SCAQMD Rule 1110.2 in effect at time of signing. Tecogen will also provide customer with a 'data-logging report' approx. daily, via RMCS modem and e-mail, as long as customer furnishes dedicated phoneline to unit. 4. Not included in special emissions coverage are: full third-party emissions source-testing, certain data-logging/ monitoring and reporting requirements, etc. These will remain customer's responsibility, although assistance will be provided to customer by Tecogen.

Attached addendum forms part of this agreement.

The Maintenance Agreement on the above equipment is further governed by the Terms and Conditions of Maintenance for TECOGEN Cogeneration Systems (attached) which forms an integral part of this agreement.

ACCEPTED AND AGREED TO BY:


TECOGEN Inc.
(Seller)

BY:


NAME:

TITLE:

DATE:



(Buyer)



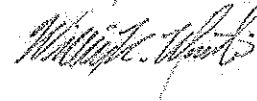
NAME: Ron Ruiz
TITLE: Public Works Director
DATE: 1/12/10

BY:

NAME:

TITLE:

DATE:



William R. Martini

District Manager

10/30/09

TERMS & CONDITIONS OF MAINTENANCE

TECOGEN Cogeneration Systems

1. **GENERAL.** The Terms and Conditions stated herein shall, together with the attached Maintenance Agreement, form the agreement for maintenance of one or more TECOGEN Cogeneration Module(s) by a Buyer (Buyer) from TECOGEN (Seller).

By its signature hereto, the Buyer agrees that the provisions of this Agreement shall supersede any term or condition regarding maintenance set forth in any purchase order, contract, or other document delivered by the Buyer to the Seller.

This agreement covers only the Cogeneration Module(s) or portion(s) of the Cogeneration Module(s) specified in the attached SERVICE CHARGE section of the Maintenance Agreement and manufactured by Seller and not the associated installed equipment.

2. **TERM.** The maintenance period under this maintenance agreement shall be as set forth in the DURATION OF AGREEMENT section and shall begin on the earlier of commencement of operation of the Cogeneration Module(s) or 6 months following shipment of the Cogeneration Module(s), unless otherwise stated.
3. **SERVICE ESCALATION.** Seller will increase the maintenance service charge rate on each anniversary of the commencement date of the maintenance period of this Maintenance Agreement by a factor equal to (1) the rate of increase in the Consumer's Price Index as published by the U.S. Government for the year immediately preceding, plus 2%.
4. **ACCESS.** Buyer will allow Seller and Seller's representatives access to the Cogeneration Module(s) during regular business hours to perform scheduled and unscheduled maintenance and to make periodic inspections of the Cogeneration Module(s).
5. **SCHEDULED MAINTENANCE SERVICE.** Seller's representatives shall make routine maintenance visits to the Buyer's Cogeneration Module facility at least once in every 1,000 hours of operation, or at intervals prescribed in its "TECOGEN Service Interval Guideline", whichever is greater. Seller reserves the right to modify this guideline, including services performed and service intervals, at any time during the Agreement period at its discretion.

Buyer shall notify Seller no less than five (5) days in advance of the passage of each 750 hours of operation for each module. In the event that the unit is equipped with the Tecogen Remote Monitoring and Control System option (RMCS), this Buyer requirement is waived, so long as Buyer maintains at his expense a working telephone line and allows Seller telephone access to the Cogeneration Module(s).

6. **UNSCHEDULED REPAIR SERVICE.** Seller responsibilities for unscheduled service repair shall be as follows:

In the event of a breakdown, malfunction, or failure of the Cogeneration Module(s), Buyer shall promptly notify Seller of such event and Seller shall use its best efforts to repair the Cogeneration Module(s); provided, however, that if such breakdown, malfunction, or failure results from any of the exclusions set forth in this Agreement, Buyer shall reimburse Seller for all service charges paid to repair the Cogeneration Module(s) at the prevailing rate per hour of serviceperson time (shop-to-shop), plus all travel expenses and material costs paid. Any service performed after 5:00 p.m. will be charged at time and one-half and any service performed on Sundays will be charged at double time.

Also, in the event of a breakdown, malfunction, or failure of any equipment or any part thereof *outside* the Cogeneration Module(s), Buyer will promptly notify Seller of such event.

Buyer shall not, during the term of this Maintenance Agreement, without the prior written consent of Seller, allow any person other than Seller or Seller's representative to perform any maintenance service, repairs, or adjustments to the Cogeneration Module(s). However, those activities performed by the Buyer's designated maintenance specialist for the Cogeneration Module(s), where such activities are performed under the supervision of, or at the express request of, representatives or service personnel of Seller, shall be permitted.

The Seller's responsibilities for unscheduled repair shall not extend to items not part of the Cogeneration Module(s), unless such coverage is explicitly stated on the front of this agreement as included.

7. **EXCLUSIONS.** This Maintenance Agreement does not cover any maintenance or repair to any Cogeneration Module(s) that results in whole or in part from:
- willful damage, misconduct, or negligence of Buyer, its employees, agents or invitees;
 - fire, theft, or other risks now or hereafter normally covered by an "all risks" policy of insurance, including extended coverage;
 - war, riots, civil commotion, flood, storm, earthquake, or any similar event;
 - any alteration, addition to, substitution, or replacement of any part of the Cogeneration Module(s) or related electrical, plumbing, or fuel connection not authorized by Seller;

- adjustment, maintenance, service, or repair to the Cogeneration Modules(s) or related electrical plumbing or fuel connections not authorized by Seller;
- any use of the Cogeneration Module(s) in any manner other than its designed use;
- improper installation of the Cogeneration Module(s) by anyone other than Seller or Seller's authorized representatives;
- Buyer's failure to keep the Cogeneration Module(s) protected from the weather or elements;
- Buyer's failure to perform any covenant contained in this Maintenance Agreement.

8. **PARTS REPLACEMENT.** Buyer agrees that upon replacement of any parts, lubricants, refrigerants, components, or other materials by Seller during the term of this Maintenance Agreement, the corresponding items removed shall become the property of Seller.

The engine(s) contained in the Cogeneration Module(s) will be repaired or replaced as necessary to correct mechanical defects or failures of an engine. The cost of engine replacement or repair is included in the maintenance service charge. In the event of engine replacement, Seller will supply a similar new engine or, for engine with removable cylinder liners, a similar rebuilt engine. The replaced engine that is removed from the Cogeneration Module shall become the property of Seller.

9. **LIMITATIONS OF LIABILITY.** In no event shall Seller or its agents be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of use or anticipated profits, whether in an action on contract or tort. The maximum liability of Seller to Buyer under this Agreement shall not exceed the maintenance service charge received by Seller prior to the determination of such liability.

10. **ACCEPTANCE.** All orders for maintenance are subject to acceptance in writing by an authorized employee of Seller.

11. **OTHER.** The terms of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. Except as set forth herein, neither party shall assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other.

The Maintenance Agreement including these Terms and Conditions sets forth the entire understanding of the parties regarding maintenance service of Cogeneration Module(s) and supersedes all prior agreements, communications, representations or warranties, whether oral or written, by an officer, employee or representative of either party regarding such maintenance service.

Any performance or covenant under this Agreement may be waived in writing signed by both parties. No waiver by either party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

Any change in the terms of this Agreement must be in writing and signed by both parties.

Buyer and Seller agree that if any provision of this Agreement is held by any court to be illegal or unenforceable, the remaining provision shall, to the extent practicable, remain in full force and effect.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

12. **TERMINATION.** This agreement may be terminated by either party upon 90 days written notification to the other party.

13. **SUSPENSION.** Service under this Agreement will be suspended upon written notification by Seller to Buyer if maintenance fees are in arrears.

14. **ADDITIONAL CHARGES.** In addition to the maintenance service charge set forth, Buyer shall also be responsible for the charges incurred as follow:

- Any outside rigging charges shall be billed to Buyer at cost.
- Any outside agency emissions testing charges shall be billed to Buyer at cost.
- Any maintenance or service covered by this Agreement requested by Buyer to be performed outside normal business hours shall be billed to Buyer at the difference between regular and overtime hourly rates then in effect.
- This Agreement only covers maintenance for the TECOGEN equipment specified. Buyer will be billed for any requested service calls and work due to problems outside the TECOGEN equipment at Seller's prevailing Time and Material Rates, including travel time, mileage, and actual hours worked. Seller will not exceed two hours of diagnosis and/or corrective work without the express approval of Buyer.

15. **COLLECTIONS.** Buyer agrees to pay all cost and expenses of collections, including all Attorneys' fees incurred up to the maximum permitted by applicable law.

(Sample)
TECOGEN® CM-60/ CM-75
Scheduled Service Interval Guidelines

| Category | Interval | Item | Action |
|----------|----------------------------------|---|--|
| A | 750 Operating Hours | Engine Lube Oil Engine Oil Filter Air Filter ¹ Air Inlet Louver Enclosure Fan PCV Valve Battery Timing Carburetor Spark Plugs Coupling Engine Mounts Condensate Trap General Safety Circuit ² | Replace Replace Replace Clean Inspect and Clean Inspect Inspect and Clean Terminals Check & Adjust if Necessary Check & Adjust if Necessary Replace Inspect Inspect Clean Check for Leaks, Check Electrical Connectors Verify Operation (DSHT, PSHT, EXHT) |
| B | 2250 Operating Hours | <u>A Items</u> Distributor Cap Rotor Distributor Ignition Wires PCV Valve Engine Evaluation Engine Valves O ₂ Sensor ⁴ | See above Replace Replace Check for Shaft Bushing Wear Replace Replace Blowby & Compression Test (Omit on First "B" Service) Adjust Replace |
| C | 6000 Operating Hours or Annually | Generator Cylinder Heads Catalyst ⁴ "A" & "B" Items | Grease Bearings Replace (if necessary) Inspect, Wash or Replace every other interval (i.e., 12,000 hrs) See Above |
| D | Typical Life ³ | Engine, Partial | Replace as indicated by Blowby and Compression Tests |

Notes:

1. A dusty environment may require more frequent service for air filter.
2. The Safety Circuit acts as a redundant safety to ensure safe shutdown in the event of a microprocessor failure.
3. Typical engine life with proper service is 20,000-25,000 operating hours.
4. Applies only to units equipped with the TecoDrive Emission Control System.

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager
By: Michael E. Okafor, Personnel Manager

DATE: June 16, 2014

SUBJECT: Consideration to Approve an Agreement for Special Services with Liebert Cassidy Whitmore

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Agreement for Special Services (Attachment “A” – Contract No. 1748) with the law firm of Liebert Cassidy Whitmore; and
- b. Authorize the City Manager to execute the Agreement with Liebert Cassidy Whitmore.

BACKGROUND:

1. On November 7, 2011, the City Council authorized the City Administrator to proceed with a Request for Proposal (RFP) for Labor and Employment Legal Services for the City.
2. On November 28, 2011, staff posted the RFP for Labor and Employment Legal Services on the City’s website, and distributed it to 12 law firms.
3. On January 9, 2012, staff conducted the bid opening, and received a total of 12 responses to the RFP for Labor and Employment Legal Services.
4. In March 2012, all proposals were reviewed by an in-house committee (comprised of the City Administrator, City Planner, and the Personnel Manager) to ensure that the information requested in the RFP was complete, and that the respondents satisfied the minimum qualifications. During this review, six firms were disqualified for various reasons.
5. In April 2012, staff invited in-house City Attorneys from the surrounding area to assist with the screening process. Michele Bagneris, Pasadena City Attorney, responded, and agreed to assist.

Consideration to Approve an Agreement for Special Services with Liebert Cassidy Whitmore

Page 2

6. On May 8, 2012, the remaining six proposals were reviewed by the Screening Committee. During this review, two firms were eliminated.
7. On May 31, 2012 and June 7, 2012, the City Council interviewed representatives from each of the four remaining law firms, including representatives from Liebert Cassidy Whitmore.
8. On June 7, 2012, the City Council made a motion to hire Meyers Nave as the City's Labor and Employment Attorney, and instructed the City Administrator to negotiate a contract to be presented to the City Council as soon as possible.
9. On July 2, 2012, the City Council voted not to approve a contract with Meyers Nave and to reconsider other firms. Meanwhile, the City Council directed staff to continue using Liebert Cassidy Whitmore for labor and employment legal services.
10. On July 18, 2012, the City renewed a one-year special services agreement with Liebert Cassidy Whitmore, and is currently a member of the San Gabriel Valley Employment Relations Consortium, which consist of 24 cities that consult with Liebert Cassidy Whitmore.
11. On August 5, 2013, the City Council formed an Ad Hoc Committee that consisted of then Mayor Pro Tem Sylvia Ballin and Councilmember Jesse Avila to further study and re-evaluate the City's labor and employment law legal services, as well as the City's contract with Liebert Cassidy Whitmore.
12. On November 18, 2013, the Ad Hoc Committee members, the Interim City Manager, and the Personnel Manager met with representatives from Liebert Cassidy Whitmore to address the City's concerns and determine if it is in the City's best interest to continue with Liebert Cassidy Whitmore, particularly, in light of the upcoming re-negotiation of contracts with the various employee bargaining units.
13. The Ad Hoc Committee determined that Liebert Cassidy Whitmore has adequate resources and expertise to continue serving as the City's labor and employment law firm, and directed staff to bring a recommendation to the City Council to that effect. The Ad Hoc Committee also determined that staff should work with the firm to select only attorneys that would best serve the City's needs for the upcoming labor negotiations.
14. On December 2, 2013, the City Council approved an Agreement for Special Services (Contract No. 1732) with Liebert Cassidy Whitmore retroactively from July 1, 2013 through June 30, 2014.

ANALYSIS:

Liebert Cassidy Whitmore has over 30 years of extensive experience representing public agencies in California strictly in the area of employment law and labor relations. With over 70 attorneys, the firm has a very good reputation and tremendous resources, and is currently serving

Consideration to Approve an Agreement for Special Services with Liebert Cassidy Whitmore

Page 3

about 74% of California cities, 90% of California counties, 90% of California's community college districts, as well as numerous special districts and schools. The firm is currently helping the City to finalize some key personnel related matters, as well as provides relevant training to unlimited number of employees at no additional cost through its Employment Relations Consortium.

If approved, the proposed special services agreement will be for one-year, from July 1, 2014 through June 30, 2015, and will include the provision of the following services:

- Five full days of group training workshops for unlimited number of City designated attendees covering various employment relations subjects, such as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation, grievance and discipline administration for supervisors and managers, employment law updates, et cetera.
- Availability of Attorneys for City to consult by telephone. Questions that the attorneys can answer with limited research or review of documents are covered by this service. If more extensive research is necessary, or if the City requests an opinion letter, this work would be done at the attorney's hourly rate. No hourly billed work would be done without the authorization of the City.
- Monthly newsletter and training materials covering employment relations developments.

Liebert Cassidy Whitmore will provide the above services to the City for a flat fee of \$2,657 if paid prior to August 1, 2014. The fee is the same as negotiated for Fiscal Year 2013-2014. Additional services are optional, and may include representation, litigation, and other employment relations services, for which the City will be billed based on the hourly rates for Attorney time, which range from \$190 to \$325, depending on the specific attorney used.

BUDGET IMPACT:

Funding is included in the City's proposed Fiscal Year 2014-2015 Budget.

CONCLUSION:

Staff recommends that the City Council approve the renewal of Agreement for Special Services with Liebert Cassidy Whitmore for a one-year period (i.e., July 1, 2014 through June 30, 2015), and authorize the City Manager to execute same.

ATTACHMENT:

A. Contract No. 1748

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the City of San Fernando, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its relations and negotiations with its employee organizations; and

WHEREAS Agency has determined that no less than twenty-five (25) public agencies in the San Gabriel Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2014, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone.
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to Agency for a fee of Two Thousand Six Hundred Fifty Seven Dollars (\$2,657.00) payable in one payment prior to August 1, 2014. The fee, if paid after August 1, 2014 will be \$2,757.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from One Hundred Ninety to Three Hundred Twenty-Five Dollars (\$190.00 - \$325.00) per hour for attorney staff and from Seventy-Five to One Hundred Fifty Dollars (\$75.00 - \$150.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates in an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

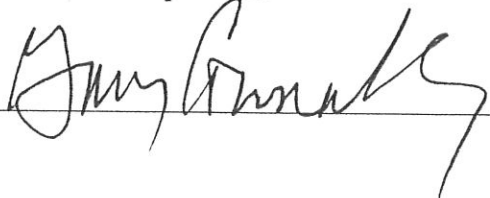
The term of this Agreement is twelve (12) months commencing July 1, 2014. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-five (25) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2014.

Dated: 5/20/14

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By 

Dated: _____

CITY OF SAN FERNANDO
A Municipal Corporation

By _____

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager
By: Rafaela T. King, Interim Finance Director

DATE: June 16, 2014

SUBJECT: Consideration to Extend the Professional Services Agreement with Aegis Computers, Inc. for Computer and Network Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a six-month extension of the Professional Services Agreement (Attachment “A” – Contract No. 1703(a)) with Aegis Computers, Inc. for City computer and network services for a not-to-exceed fixed-rate billing of \$10,630 per month (including \$630 for website services); and
- b. Authorize the City Manager to execute the extension of the Professional Services Agreement with Aegis Computers, Inc.

BACKGROUND:

1. Since 1989, Aegis Computers, Inc. has been the City’s in-house Information Technology (IT) consultant overseeing the City’s computer and network infrastructure.
2. On September 16, 1996, the City Council awarded Aegis Computers, Inc. a new contract to provide City computer and network services including the establishment of an hourly rate of \$65 per hour for IT services.
3. On May 23, 2012, the City initiated a Request for Proposals (RFP) for Professional IT Services.
4. On June 14, 2012, the City received three proposals from prospective IT consultants to provide the City with computer and network services. The former City Administrator then initiated an interview process with the two lowest responsive bidders: Aegis Computers, Inc. (current IT service provider) and Knight Communications.

Consideration to Extend the Professional Services Agreement with Aegis Computers, Inc. for Computer and Network Services

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5. On January 11, 2013, the City notified all prospective IT consultants that responded to the RFP for Professional IT Services that the City was rejecting all proposals at this time. Concurrent with the rejection of the submittal of proposals for Professional IT Services, the City initiated discussions with the current IT services provider, Aegis Computers, Inc., to discuss possible cost savings measures to assist the City with its current General Fund deficit for Fiscal Year (FY) 2012-2013.
6. On March 18, 2013, the City Council approved a Professional Services Agreement (Contract No. 1703) with Aegis Computers, Inc. for City computer and network services at a reduced cost for a not-to-exceed fixed-rate billing of \$10,630 per month (including \$630 for website services) which saved the City approximately \$24,000 on computer and network services for FY 2013-2014.

ANALYSIS:

During FY 2012-2013, City staff negotiated an amended contract with Aegis Computers, Inc. which established a monthly fixed-rate fee for IT services to maintain the City's computers and network infrastructure at \$10,630 per month. The IT services provides for the following:

1. Fixed-rate billing at \$10,000 per month, for IT Computer and Network Services.
2. Website hosting, maintenance and management at a not to exceed amount of \$630 per month.
3. Maintaining of the current flat rate of \$65 per hour for any special project outside scope of current services including implementation of major software or hardware upgrades.

The executed Agreement resulted in a lower annual cost of \$127,560 for FY 2013-2014. During FY 2014-2015, the City will reassess current IT services and continue to work toward addressing the long-term City computer and network infrastructure needs. As part of this process, the City will again issue RFP's for Professional IT Services. As this process is expected to take months to complete, the City needs to extend its current agreement for IT services with Aegis Computers, Inc. until the process can be completed.

BUDGET IMPACT:

Funding is included in the City's proposed Fiscal Year 2014-2015 Budget.

CONCLUSION:

Approval of the extension of the Professional Services Agreement with Aegis Computers, Inc. will ensure that the City maintains a fixed cost for IT services while the City restarts the RFP

Consideration to Extend the Professional Services Agreement with Aegis Computers, Inc. for Computer and Network Services

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process for Professional IT Services in order work toward addressing the long-term City computer and network infrastructure needs.

ATTACHMENT:

A. Contract No. 1703(a)

ATTACHMENT "A"
CONTRACT NO. 1703(a)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for professional services is entered into this 16th day of June, 2014 by and between the City of San Fernando, a municipal corporation ("CITY"), and Aegis Computers, Inc., a California corporation ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from an information technology consultant to perform city computer and network services.

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. In the event of any discrepancy between the express provisions in the body of this Agreement and provisions of Exhibit A, the text in the body of this Agreement shall prevail.

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

C. "Commencement Date": July 1, 2014

D. "Expiration Date": December 31, 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 for City computer and network services (hereinafter the "Project") at all City facilities, in the City of San Fernando, California. 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 in conformance with the Project schedule set forth in Exhibit B attached hereto and incorporated herein by this reference.

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 Administrator, (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, Jose Hernandez, Chief Executive Officer of Aegis Computers, Inc. 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. CONSULTANT shall be solely responsible for any subconsultants used to undertake any work tasks required per the agreed to Scope of Services attached herein as Exhibit A. Compensation for the Consultant and any subconsultants shall be limited to the not to exceed amount identified within this agreement. Any work by the Consultant and/or subconsultants that is beyond the Scope of Services shall first be reviewed and approved by the City Administrator and the cost for that additional work will be paid at the agreed to hourly rate not to exceed \$65 per hour.

D. 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 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.

E. 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.

F. 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. CITY shall maintain all vendor warranty, maintenance and or support contracts for all critical hardware and software systems. CITY acknowledges that the use of the PCs, operating systems and software programs are and shall be subject to the CITY's exclusive management and control and CONSULTANT shall not be responsible for assuring their proper use by CITY's officers, officials, employees, agents, consultants, guests or any other third party.

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 Ten Thousand Six Hundred and Thirty dollars (\$10,630.00) per month for City computer and network services (including \$630 for website services) payable as earned during the Project in accordance with Exhibit C. The compensation payable hereunder includes all professional services. Payments shall be made in accordance with Section 8 herein. 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 as shown in Exhibit C 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 and approved by the City Manager.

B. CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in the Approved Fee Schedule. In no event shall total expenses for project services exceed the sum of Ten Thousand Six Hundred and Thirty dollars (\$10,630.00) per month.

C. 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 C). 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. 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 & CONFIDENTIALITY

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.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written products, passwords, and other documents and data either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of the CITY, be used by the CONSULTANT for any purposes other than the performance of the Scope of Services in this Agreement. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY name or insignia, photographs, or other publicity information pertaining to the scope of services provided in this Agreement without the prior written consent of the CITY.

10. TRAVEL REIMBURSEMENT

Travel required by CONSULTANT shall be covered as part of the not to exceed monthly fee of \$10,630 for City computer and network services as described in Exhibit A.

11. INDEPENDENT CONTRACTOR

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

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.

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. Indemnity for Professional Liability. When the law establishes a professional standard of care for the services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority and any and all of its members, officers, employees, agents, attorneys, representatives, consultants, volunteers, successors and assigns ("Indemnified Parties") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, costs, expenses, whether actual, alleged or threatened, actual attorney's fees, court costs, and accountant's fees, judgments, civil fines and penalties, and liabilities of any kind or nature whatsoever ("liabilities"), to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

B. Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Indemnified Parties from and against all liabilities arising out of or

in any way connected with, in whole or in part, the acts or omissions of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including but not limited to, claims, suits and liabilities for bodily injury, death or property damage to any individual or entity, including employees or officials of Consultant. The provisions of this paragraph shall not apply to claims arising out of the sole negligence or willful misconduct of the Indemnified Parties.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subconsultant 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 from others as required here, Consultant agrees to be fully responsible according to the terms of this Section 10.

D. This obligation to indemnify, defend and hold harmless the Indemnified Parties is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or final payment hereunder. This obligation to indemnify, defend and hold harmless is in addition to any other rights or remedies that the Indemnified Parties may have under the law. Failure of Authority to monitor compliance with these requirements imposes no additional obligations on Authority and will in no way act as a waiver of any rights hereunder.

E. In the event of any claim or demand made against an Indemnified Party which is entitled to be indemnified hereunder, Authority may, in its sole discretion, reserve, retain or apply any monies due to Consultant under this Agreement for purposes of resolving such claims; provided, however, Authority may release such monies if Consultant provides Authority with reasonable assurance of protection of the Indemnified Party's interests. Authority shall, in its sole discretion, determine whether such assurances are reasonable.

F. The indemnity requirements set forth in this Section 14 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

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 sixty (60) calendar days' written notice to CONSULTANT. CONSULTANT shall have the right to terminate this Agreement for any reason or no reason on sixty (60) 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: Brian Saeki
City Manager
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1203
Facsimile: (818) 361-7631

If to CONSULTANT:

Attn: Jose Hernandez
Principal
Aegis Computers
P.O. Box 1072
San Fernando, California 91340
Telephone: (323) 683-9008

With a courtesy copy to:

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

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. ATTORNEYS' 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.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

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

CITY OF SAN FERNANDO**CONSULTANT**

Brian Saeki
City Manager

By: _____

Jose Hernandez,
Principal

ATTEST:

By: _____

Elena G. Chávez
City Clerk

(Two signatures required for Corporation)

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall provide the City of San Fernando with City computer and network services at all City facilities for the term of the Agreement. These services are as follows:

Aegis will provide the City with **IT Computer and Network Services** for \$10,000 per month – consisting of workstation management, server management, network management, technical support, and IT management. Website management will be provided for an additional \$630 per month.

The **Total IT Computer and Network Services** provided under this Agreement does not assure uninterrupted operation of the equipment or technologies. This agreement does not include a hardware or software warranty of any kind. In addition, an on-going issues that AEGIS has brought attention to CITY via written notification to the City Representative that have not been addressed within a reasonable amount of time will not be covered by Total IT Outsourcing and will be billed as a special project cost.

I. Workstation Management:

- a) Install, troubleshoot, and repair – labor only - all City-owned computers and workstations.
- b) Configure, install and troubleshoot all standard software suites in use by the City.
- c) Configure, install and perform basic troubleshooting for all specialized software suites in use by the City.
- d) Application and Windows patch management.
- e) 24/7 monitoring for mission-critical workstations.
- f) Asset management for all City-owned desktops and workstations.
- g) Workstation and software life-cycle management.

II. Server Management:

- a) 24/7 monitoring of all servers – both physical and virtual.
- b) Routine monitoring of server logs.
- c) Routine monitoring and benchmarking of server resources
- d) Server patch management
- e) Server asset management for all City-owned servers.
- f) Server hardware and software life-cycle management.

III. Network Management:

- a) 24/7 monitoring for network switches, routers, access points, links and appliances
- b) Routine monitoring of network equipment logs.
- c) Routine monitoring of virtual server environment resources, logs, and hardware status.
- d) Routine monitoring of network storage hardware, resources, and logs.
- e) Routine monitoring and testing of backup system.
- f) Routine examination of security appliance logs and definition updates.
- g) Routine testing to determine bottlenecks in the network.
- h) Network asset management.
- i) Hardware life-cycle management

IV. Technical Support:

- a) Unlimited 24/7 phone, email and remote support.
- b) Access to the Aegis Computers Support Portal.
- c) Technicians on-site during normal business hours, as well as on-call 24/7.
- d) Two-hour response time.

V. IT Management:

- a) Regular meetings with management to keep key personnel informed on events and projects.
- b) Meeting with outside vendors in use by the City.
- c) Routine reporting and statistical analysis for support tickets.

VI. Website Management:

- a) Domain management.
- b) Maintaining the current City website.
- c) Standard website update requests received between the hours of 9:00am and 5:00pm Monday through Friday have a turnaround time of 24 hours.

VII. Exclusions:

- a) Special projects including, but not limited to, major software and hardware deployments.
- b) Repair of damage due to any cause external to the equipment which include, but are not limited to, fire, flood, neglect, or misuse.
- c) Items only repairable by the manufacturer
- d) Hardware and software that are no longer supported by the manufacturer
- e) Data recovery that has to be outsourced to a third party specialist.
- f) Proprietary hardware and/or software solutions. Aegis will provide initial diagnostics, further service must be provided by the vendor and/or manufacturer.
- g) Cost of parts, equipment, and shipping charges.
- h) Cost of software, licensing, upgrade or renewal fees.

EXHIBIT B
PROJECT SCHEDULE

Anticipated Commencement Date: July 1, 2014

Anticipated Completion Date: December 31, 2014

EXHIBIT C
APPROVED FEE SCHEDULE

Budget:

The not-to-exceed labor costs for those tasks outlined in the scope of service (Exhibit A) will be a not-to-exceed amount of Ten Thousand Six Hundred and Thirty Dollars (\$10,630.00) per month until Expiration of Contract.

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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

DATE: June 16, 2014

SUBJECT: Consideration to Accept an Alcoholic Beverage Control Grant for an Under Age Alcohol Purchase Prevention Program and Merchant Education Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept \$21,065 awarded to the Police Department by the California Department of Alcoholic Beverage Control (ABC) for Under Age Alcohol Purchase Prevention Program and Merchant Education Program (Attachment "A"); and
- b. Adopt Resolution No. 7616 (Attachment "B") authorizing the Police Chief to execute a Standard Agreement (Exhibit "1" – Contract No. 1750) with ABC for an Under Age Alcohol Purchase Prevention Program and a Merchant Education Program.

BACKGROUND:

1. On March 26, 2014, the Police Department applied to the California Alcoholic Beverage Control requesting funds for an Under Age Alcohol Purchase Prevention Program and Merchant Education Program regarding alcohol related crime tendencies. Additional goals include Licensee Education of Alcohol and Drugs (LEAD) training.
2. On May, 16, 2014, the Police Department was notified that it had been selected to receive funding for the 2014-2015 Grant Assistance Program (GAP) grant proposal in the amount of \$21,065 (Attachment "C").
3. Pending City Council acceptance and approval of the grant, from July 7, 2014 through July 9, 2014, Acting Lieutenant Nichole Hanchett and School Resource Officer Jorge Cervantes will attend an ABC program training conference in San Diego, California.

Consideration to Accept an Alcoholic Beverage Control Grant for an Under Age Alcohol Purchase Prevention Program and Merchant Education Program

Page 2

ANALYSIS:

The Police Department provides public safety services to a population of approximately 25,000 residing in 2.38 square miles. Over the last five years (2009-2013), the Police Department averaged 251 Driving Under the Influence (DUI) arrests per year. In 2012, the Police Department observed over a 300% increase in under 21 DUI's.

Additionally in 2012, the Police Department experienced three separate homicides. In each incident, alcohol was a contributing factor. One homicide occurred on the property of an ABC licensee, where the victim had consumed alcohol earlier. Prior to these incidents, the City had not had a homicide since 2006.

ABC requires that the City adopt a Resolution that includes specific elements that will and satisfy the stipulations made by ABC. The goal of the program is to continue to reduce availability of alcohol to local youth and educate local merchants. Grant funds will be used to reimburse the City for overtime costs incurred during enforcement operations for those goals.

BUDGET IMPACT:

There is no impact in accepting the grant funds.

CONCLUSION:

Enforcement of laws prohibiting sales of alcohol to minors and education of local merchants and ABC licensees in proper sales techniques, is and will remain a vital element of the Police Department's operational plan. The funding provided by ABC will help the Police Department address the issue of adults purchasing alcohol for minors and will reduce merchant ABC violations. The Department will also use media involvement to generate publicity for the grant, in an effort to dissuade adults from purchasing alcohol for minors.

ATTACHMENTS:

- A. Grant Summary Form
- B. Resolution No. 7616
- C. 2014-2015 GAP Award Letter

Attachment "A"



GRANT SUMMARY FORM

This form does not have to be typed – legible handwritten printing is preferred

| GENERAL INFORMATION | | | |
|--|--------------------|---|---------------------------|
| GRANT TITLE | | GRANT NO. | |
| DEPARTMENT OF ALCOHOLIC BEVERAGE | | 14G-LA35 | |
| CONTROL UNDER AGE ALCOHOL PURCHASE | | CFDA No. | |
| PREVENTION AND MERCHANT PROGRAM | | | |
| GENERAL DESCRIPTION OF GRANT WORK SCOPE | | | |
| THE SAN FERNANDO POLICE DEPT. (SFPD) IS COMMITTED TO CONTINUE TO ENHANCE THE LEVEL OF ENFORCEMENT, PUBLIC EDUCATION, AND OUTREACH REGARDING ABC LICENSED ESTABLISHMENTS AND ISSUES ASSOCIATED WITH ALCOHOL SALES. SFPD WILL CONTINUE TO REDUCE AVAILABILITY OF ALCOHOL TO LOCAL YOUTH. | | | |
| GRANTING AGENCY | AGENCY CONTACT | PHONE NO. | |
| DEPT. OF ALCOHOLIC BEVERAGE CONTROL | SUZANNE PASQUAL | (916) 419-2572 | |
| RESPONSIBLE DEPARTMENT | DEPARTMENT CONTACT | EXTENSION NO. | |
| POLICE | LT. N. HANDETT | 255 | |
| CITY COUNCIL APPROVAL DATE | APPLICATION DATE | AWARD DATE | ESTIMATED COMPLETION DATE |
| | 03-26-2014 | 05-16-2014 | 06-30-15 |
| GRANT COST AND REVENUE SUMMARY | | | |
| PROGRAM COST SUMMARY | TOTAL | GRANT PORTION | |
| Staffing Contract Services, Supplies and | \$ 17,505.00 | \$ 17,505.00 | |
| Other Operating Expenditures | \$ 1,500.00 | \$ 1,500.00 | |
| Capital Outlay Indirect Costs @ | \$ 2,000.00 | \$ 2,000.00 | |
| _____ % of Direct Costs | \$ | \$ | |
| | \$ | \$ | |
| TOTAL GRANT COSTS AND REVENUES | \$ 21,005.00 | \$ 21,005.00 | |
| HOW WAS GRANT PORTION DETERMINED? | | | |
| | | | |
| | | | |
| | | | |
| IS A BUDGET AMENDMENT REQUEST REQUIRED? | | Yes () No (✓) If yes, it should be attached | |
| OTHER COMMENTS | | Note Any Significant or Unusual Compliance Requirements Use Reverse if necessary to provide additional information | |
| | | | |
| | | | |
| | | | |
| PREPARED BY | | DATE | |
| OFC. J. CERVANTES #2640 | | 06-10-2014 | |

ATTACHMENT "B"**RESOLUTION NO. 7616**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA AUTHORIZING THE CHIEF OF
POLICE TO PROPOSE AND ENTER INTO AN AGREEMENT
WITH THE STATE OF CALIFORNIA DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL TO DEVELOP AN UNDER
AGE ALCOHOL PURCHASE PREVENTION PROGRAM AND
MERCHANT EDUCATION PROGRAM**

WHEREAS, The City Council of the City of San Fernando desires to undertake a certain project designated as 2014-2015 Grant Assistance Program (GAP) to be funded in part from funds made available through the Grant Assistance Program administered by the Department of Alcoholic Beverage Control (hereafter referred as ABC).

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

SECTION 1. The Police Chief of the City of San Fernando is authorized to execute, on behalf of City Council, the attached contract (Exhibit "1"), including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

SECTION 2. It is agreed that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

SECTION 3. The grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

SECTION 4. This award is not subject to local hiring freezes.

PASSED, APPROVED, AND ADOPTED this 16th day of June, 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 16th day of June, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

Exhibit "1"
Contract No. 1750

AGREEMENT NUMBER

14G-LA35

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR'S NAME

City of San Fernando through the San Fernando Police Department

2. The term of this Agreement is: July 1, 2014 through June 30, 2015

3. The maximum amount of this Agreement is: \$ 21,065

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 3 page(s)

Exhibit B – Budget Detail and Payment Provisions 3 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

1 page(s)



Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of San Fernando through the San Fernando Police Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/10/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Robert Parks, Chief

ADDRESS

910 First Street
 San Fernando, CA 91340

STATE OF CALIFORNIA

AGENCY NAME

Department of Alcoholic Beverage Control

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ed Jimenez, Assistant Director, Administration

ADDRESS

3927 Lennane Drive, Suite 100; Sacramento CA 95834

**California Department of General
 Services Use Only**

☒ Exempt per: SCM 4.04.(A)(3)

Exhibit A**SCOPE OF WORK****1.) Summary:****a.) Agency Description:**

The San Fernando Police Department, (SFPD), is comprised of 27 sworn officers, and 18 civilian employees. The sworn personnel include a Chief, two Lieutenants, five Sergeants, two Detectives, one School Resource Officer, sixteen patrol officers, and twenty reserve officers.

b.) Funding Requested:

The San Fernando Police Department, request the amount of \$42,171.00, to continue to enhance the current levels of education and enforcement, regarding ABC licensed establishments, and problems associated with alcohol sales, and consumption.

c.) Goals and Objectives

The San Fernando Police Department is committed to continue to enhance the level of enforcement, public education, and outreach regarding ABC licensed establishments and issues associated with alcohol sales. Detectives and our School Resource Officer will continue to work in partnership with ABC Investigators to successfully continue to implement the objectives of the program, including sting operations, conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies Inspections, (IMPACT), prevention and education programs that educate licensees how they can be part of the solution to reduce alcohol related crimes. Additional goals include License Education of Alcohol and Drugs, (LEAD) training, voluntary prevention and education programs for retail licensees and their employees and outreach efforts to continue to increase public awareness of ABC rules, regulations, and enforcement activities.

The project requested for funding has the full support and commitment of the Police Chief and the members of the department to successfully impact the issues of alcohol sales to minors and to monitor problematic ABC establishments within the city of San Fernando. Additionally, the agency will continue to engage other public organizations and community groups, including but not limited, to the Los Angeles Unified School District, Neighborhood Watch groups, and Business Watch groups. we will continue to employ press releases that support the efforts of the grant program as well as submit articles and notices of events to the press related to the program and community education objectives.

The San Fernando Police Department knows that ABC licensees in the city will continue to benefit greatly from the proposed efforts and educational process to reduce alcohol related issues. Reduction in alcohol related violations will continue to allow our patrol force to focus on patrol activities, crime prevention, and other law enforcement activities to reduce crime overall. The city of San Fernando has thirty nine ABC licensed establishments.

Exhibit A

SCOPE OF WORK**2.) Problem Statement:**

The San Fernando Police Department provides public safety services to a population of approximately 24,000, residing in a 2.42 square miles. The San Fernando community is predominately Latino, (95%) with an unemployment rate of about 11.5%. Over 13% of the city's population is receiving some type of public assistance. Over the last five years, (2009-2013), the San Fernando Police Department averaged approximately 251 DUI arrests per year. In 2012, minor DUI arrests composed 3.1% of the total DUI arrests. In 2013, minor DUI arrests composed 10% of the total DUI arrests. This escalation equated to a 300% increase in minor DUI incidents.

The city of San Fernando experienced three separate homicides in the last three months of 2012. Alcohol was a contributing factor in all three homicides. Additionally, one of the homicides occurred on the property of a ABC licensee where the victim was consuming alcohol. The city of San Fernando's most recent homicide occurred on February 13, 2014.

With the assistance from the State of California, through the Department of Alcoholic Beverage Control, Grant Assistance Program, (2013-2014), the San Fernando Police Department has established a merchant/citizen training program. The San Fernando Police Department will strive to continue to educate Police Officers, licensees, and their employees through briefing trainings, LEAD, and IMPACT. By continuing to focus on these types of trainings, we hope we will continue to see a reduction in sales to minors. The San Fernando Police Department will continue to utilize follow up decoy operations to assess the level of compliance and success of the program.

Through the ABC Grant Assistance Program, (2013-2014), the City of San Fernando is currently addressing the following violations:

1. On-sale and Off-sale establishments increasing their sales of alcohol to minors.
2. Repeated criminal offenses that have stemmed from problematic On-Sale premises. Offenses include alcohol sales to minors, narcotics usage and sales, DUI's, fights, and homicides.
3. Licensees not properly training their employees causing them not to comply with ABC rules and regulations.

3.) Project Description:

The following goals and objectives will continue to be performed during the upcoming grant, (2014-2015). The San Fernando Police Department will:

1. Continue to train the two current SFPD/ABC GAP officers on ABC tactics, strategies, and administrative accusation process.
2. Continue to identify and target problematic establishments.
3. Continue to establish relationships with ABC Investigators and the Grant Assistance Program Coordinator.
4. Continue to conduct briefing/roll call trainings for current officers and newly appointed officers regarding the rules and regulations of the ABC Act.

Exhibit A

SCOPE OF WORK

5. Prepare two more press releases in cooperation with ABC, to announce the project and to report on significant progress and activities. Engage the media in the program and sting operations.
6. Conduct four more high school presentations at our local high schools for the upcoming senior class, during the 2014-2015 school year.
7. Continue to work closely with the San Fernando Neighborhood Watch Program and several additional presentations at our local service clubs, (i.e. American Legion, Rotary Club, and Kiwanis Club).
8. Conduct eight more Minor Decoy/Shoulder Tap Operations.
9. Conduct two Teenage Party Prevention and Dispersal Deployments (TAPPED).
10. Conduct three IMPACT inspection operations where officers will continue to visit licensed and problematic establishments to insure safety for the customers and compliance with ABC regulations.
11. Conduct and host one more LEAD training seminar with the assistance of the local ABC office.
12. Continue to conduct, three more discretionary undercover operations, such as Trapdoor, B-Girls, (prostitution stings), and Warrant Operation.

4.) Project Personnel:

The Grant Assistance Program (GAP) will be under the Detective Division of the San Fernando Police Department. The staffing required to implement the grant goals and objective will consist of Lieutenant Nichole Hanchett, who will be responsible for supervising the operations, managing the grant, and reporting. Detectives and School Resource Officer Jorge Cervantes, will participate in the operations, coordinate meetings, assist ABC Investigators involved in the project, testify in court and in ABC administrative hearings, and attend training presentations offered by ABC.

Additionally, staffing will also consist of two patrol officers who will assist in carrying out the operations, including but not limited to arrests, citations, evidence collection, court and ABC hearing testimony, and public education.

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500



May 16, 2014

Chief Robert Parks
San Fernando Police Department
910 First Street
San Fernando, CA 91340

Dear Chief Parks:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control to receive funding for your 2014/2015 GAP grant proposal in the amount of \$21,065. We look forward to working with your department to meet the goals and objectives in your proposal.

A grant contract will be forthcoming within the next couple of weeks which requires a resolution from your agency's governing body. A sample resolution was included in the Request for Proposal packet. **Due to the fact that these resolutions have to be put on your governing body's calendar, we ask that you do this as soon as possible.**

We are planning a two and a half-day training conference July 7-9, 2014, at the Embassy Suites San Diego Bay – Downtown. The conference can accommodate two attendees from each agency and it is recommended that your Project Director and the officer assigned to the grant program attend.

This conference will offer valuable training in alcohol enforcement and will also be an excellent opportunity for the officers and deputies from your agency to meet and share information with others. Attendees are encouraged to utilize a pre-registration session on Sunday, July 6, from 4:00 – 5:00 p.m. in order to expedite the registration on the next day.

A block of rooms at a special conference rate of \$149.00 plus tax has been reserved for grant agency participants.¹ **PLEASE NOTE THAT ATTENDEES MUST MAKE RESERVATIONS BY THE HOTEL'S DEADLINE OF JUNE 13, 2014**, to guarantee the special room rate or availability. There will be a \$225.00 registration fee per person for the

¹ Based on the State regulations we are unable to reimburse those agencies that are within a 50 mile radius from the Embassy Suites San Diego Bay - Downtown. The distance is based on the agency's physical headquarters address. Agencies that fall in this category are: **Chula Vista Police Department, La Mesa Police Department, Oceanside Police Department and San Diego County Sheriff's Department.** Travel reimbursable costs for the aforementioned agencies will be limited to the registration fee only.

May 16, 2014

Page 2

training that is reimbursable through the grant. Space at the hotel is limited and late registrants may be referred to nearby hotels.

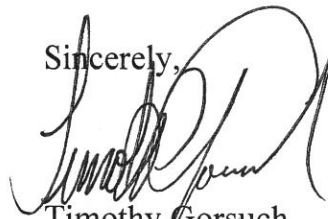
Participants must contact the Embassy Suites Hotel **directly** to make reservations. Below are two options:

1. Go to http://embassysuites.hilton.com/en/es/groups/personalized/S/SANDNES-ABC-20140703/index.jhtml?WT.mc_id=POG. *This link is specific to the Alcoholic Beverage Control GAP Conference, or*
2. Call 619-239-2400 main desk at Embassy Suites San Diego Bay – Downtown, or 1-800- EMBASSY (800-362-2779) and ask for the **ABC Grant Assistance Program** discount rate.

Due to the short time frame for registering at the hotel, your prompt attention is appreciated. The special room rate will only be available until June 13, 2014, or until the group block is sold out, whichever comes first. We have also enclosed a conference registration form to be filled out and returned using the same time frame.

If you have any questions, please call Grant Coordinator Suzanne Pascual at (916) 419-2572.

Sincerely,



Timothy Gorsuch
Director

Enclosure

Cc: Lieutenant Nichole Hanchett, Project Director

BUDGET DETAIL**Exhibit B**

| BUDGET CATEGORY AND LINE-ITEM DETAIL | | COST |
|--|--|---|
| A. Personnel Services (Straight Time Salaries, Overtime, and Benefits) | | (Round budget amounts to nearest dollar) |
| A.1 Straight Time | | \$0.00 |
| A.2 Overtime | Officer/Detective Overtime, estimated 400 hours @ \$69.22/hour | \$27,668.00 |
| | Supervisor/Lieutenant Overtime, estimated 65 hours @ \$88.53 | \$5,764.00 |
| A.3 Benefits | Medicare @ 1.45% x \$33,432.00 | \$485.00 |
| | Workers Comp @ 14.22% x \$33,432.00 | \$4,754.00 |
| TOTAL PERSONNEL SERVICES | | \$38,671.00 |
| B. Operating Expenses (maximum \$2,500) | | |
| Minor Decoy, Shouder Tap, and Over-Consumption of Alcohol Operations. Narcotic Investigations, "buy money". | | \$1,500.00 |
| TOTAL OPERATING EXPENSES | | \$1,500.00 |
| C. Equipment (maximum \$2,500) | | |
| (Attach receipts for all equipment purchases to monthly billing invoice) | | |
| No new equipment is necessary, SFPD Officers are utilizing equipment purchased through the 2013-2014 ABC Grant Assistance Program. | | \$0.00 |
| TOTAL EQUIPMENT | | \$0.00 |
| D. Travel Expense/Registration Fees (maximum \$2,000) | | |
| (Registration fee for July 2014 GAP Conference attendee is \$225 each) | | |
| Registration for July 2014 GAP Conference, two attendees at \$225.00 each, travel, per diem, and lodging. | | \$2,000.00 |
| TOTAL TRAVEL EXPENSE | | \$2,000.00 |
| TOTAL BUDGET DETAIL COST, ALL CATEGORIES | | \$42,171.00 |

PAYMENT PROVISION**Exhibit B**

Page 1 of 2

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2014.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision cannot exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

PAYMENT PROVISION**Exhibit B**

Page 2 of 2

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. BUDGET CONTINGENCY CLAUSE - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D**Special Terms and Conditions**

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2014, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at www.ols.dgs.ca.gov/standard+language.
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.

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ADMINISTRATION DEPARTMENT**MEMORANDUM**

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager
By: Michael E. Okafor, Personnel Manager

DATE: June 16, 2014

SUBJECT: Consideration to Approve Side Letter Agreements with Employee Groups for Fiscal Year (FY) 2014-2015

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the following Side Letter Agreements to extend the terms and provisions of the respective Memorandum of Understanding (MOU) through June 30, 2015:
 - i. San Fernando Police Officers' Association (SFPOA) (Attachment "A" – Contract No. 1676(c)), and
 - ii. San Fernando Management Group (SFMG), SEIU Local 721 (Attachment "B" – Contract No. 1631(e)); and
- b. Authorize the City Manager to execute the Side Letter Agreements.

BACKGROUND:

1. On December 7, 2009, the City Council approved an MOU with the SFMG that included certain changes in benefits for FY 2009-2010 through FY 2011-2012.
2. On October 13, 2011, the City and SFMG agreed to an amendment to the existing MOU to include certain concessions and changes to previously agreed benefits.
3. On May 7, 2012, the City Council approved an MOU with the SFPOA that included certain changes in benefits from July 1, 2011 through June 30, 2014.
4. On September 17, 2012, the City Council approved a two-year extension of the MOU with

Consideration to Approve Side Letter Agreements with Employee Groups for Fiscal Year (FY) 2014-2015
Page 2

SFMG from July 1, 2012 through June 30, 2014.

5. On June 17, 2013, agreements were reached with all the bargaining units including SFPOA and SFMG to implement certain budgetary concessions and/or furloughs between July 1, 2013 and June 30, 2014.
6. On or about April 16, 2014, the City Manager, the Personnel Manager and/or the Interim Finance Director re-opened negotiation meetings with the representatives of SFPOA and SFMG to negotiate the terms of successor MOUs.
7. On or about April 22, 2014, the City and SFPOA reached an agreement to maintain the status quo for FY 2014-2015, and extend the existing MOU through June 30, 2015.
8. On May 27, 2014, the City and SFMG reached an agreement to maintain the status quo for FY 2014-2015, and extend the existing MOU through June 30, 2015.

ANALYSIS:

In consideration of the City's current financial challenges, both SFPOA and SFMG have agreed to maintain the status quo, and amend their existing MOUs to implement one year extensions, respectively, effective July 1, 2014 through June 30, 2015. Consequently, there will be zero cost of living adjustments (COLA), and/or changes in existing benefits from July 1, 2014 through June 30, 2015. Both bargaining units agreed to reopen negotiation for successor MOUs on or about March 1, 2015, and April 1, 2015, respectively.

BUDGET IMPACT:

Funding is included in the FY 2014-2015 Budget.

CONCLUSION:

Approval of the Side Letter Agreements with SFPOA and SFMG is necessary in order to maintain the status quo, and continue to implement the existing terms and provisions in the applicable MOUs effective July 1, 2014 through June 30, 2015.

ATTACHMENTS:

- A. Contract No. 1676(c) – SFPOA Side Letter of Agreement
- B. Contract No. 1631(e) – SFMG Side Letter of Agreement

**SIDE LETTER AGREEMENT
TO THE 2011-2014 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN FERNANDO
AND THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION**

WHEREAS, the City of San Fernando ("City") and the San Fernando Police Officers' Association ("SFPOA") have entered into a Memorandum of Understanding ("MOU") covering the period of July 1, 2011 through June 30, 2014; and

WHEREAS, City and SFPOA met and conferred concerning the terms of a successor MOU and reached agreement thereon.

NOW, THEREFORE, THE PARTIES do hereby agree as follows:

1. Article 1.05 of the MOU is hereby amended to read as follows:

1.05 Duration of the Memorandum of Understanding

This Memorandum of Understanding shall be effective beginning July 1, 2011, and shall terminate on June 30, 2015.


On or about March 1, 2015, the Association may present a written proposal to the City on all matters that would affect the City's next succeeding fiscal budget, including, but not limited to, salaries, fringe benefits, and other cost item conditions of employment with the City. The parties shall begin the meeting and conferring in good faith within thirty days of the Association's presentation of its proposal.

2. Unless otherwise amended by the parties in writing, all other provisions of the MOU shall remain unchanged and in full force and effect.

CITY OF SAN FERNANDO

**SAN FERNANDO POLICE
OFFICERS' ASSOCIATION**

By: BRIAN SAEKI, City Manager



By: Irwin Rosenberg, President

ATTACHMENT "B"
CONTRACT NO. 1631(e)

MEMORANDUM OF UNDERSTANDING EXTENSION

BETWEEN

THE CITY OF SAN FERNANDO

AND

SEIU LOCAL 721/SAN FERNANDO MANAGEMENT GROUP

WHEREAS, the CITY OF SAN FERNANDO ("City") and the SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721/SAN FERNANDO MANAGEMENT GROUP ("SFMG") (collectively "the Parties") have entered into a Memorandum of Understanding ("MOU") covering the period July 1, 2009 through June 30, 2012, which was subsequently extended per Contract No. 1631 (b) to expire June 30, 2014;

WHEREAS, the Parties met and conferred concerning the terms of a successor MOU, and have agreed, because of the current economic climate, to consider an extension of the terms of the current MOU for an agreed period of time to allow the City to continue to undertake projects, and implement policies and programs that address the ongoing expenditure needs and create new revenue opportunities for the City;

NOW, THEREFORE, THE PARTIES hereby agree that:

1. Article II of the MOU is hereby amended to read as follows:

ARTICLE II – TERM

This MOU shall be effective beginning July 1, 2014, and shall terminate on June 30, 2015.

On or about April 1, 2015, either party (Representatives of the City or SFMG) may reopen negotiation for a successor MOU by presenting a written proposal to the other party on all matters that would affect the City's next succeeding budget, including, but not limited to salaries, fringe benefits, and other cost item conditions of employment with the City.

2. Unless otherwise amended by the parties in writing, all other provisions of the MOU shall remain unchanged and in full force and effect.

MOU Extension between the City of San Fernando and SEIU Local 721/SFMG
Page 2 of 2

Dated: June 16, 2014

Signatures:

FOR CITY OF SAN FERNANDO:

Brian Saeki
City Manager

FOR SEIU LOCAL 721/SAN FERNANDO MANAGEMENT GROUP:

Federico Ramirez
Community Development Director

Ismael Aguila
Recreation & Comm. Services Operations Manager

Michael Okafor
Personnel Manager

Kenneth Jones
Administrative Analyst

Renee Anderson
SEIU Local 721/SFMG Representative

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager
By: Rafaela T. King, Interim Finance Director

DATE: June 16, 2014

SUBJECT: Consideration to Adopt a Resolution Approving the Fiscal Year (FY) 2014-2015 Annual Fee Schedule

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, adopt Resolution No. 7615 (Attachment “A”) incorporating all current fees for City services into a FY 2014-2015 Annual Fee Schedule (Exhibit “1”), amending certain fees and charges, and repealing all parts of Resolutions in conflict therewith.

BACKGROUND:

1. On September 19, 2011, the City Council adopted Resolution No. 7453 approving a schedule of fees and charges in order to defray departmental costs associated with facilities usage, code and police enforcement activities, and the processing of certain applications and permits.
2. On June 20, 2012, a Notice of Public Hearing was published in the Daily News to notify interested parties and advise residents of this Public Hearing to consider an amendment of the City’s fee schedule for FY 2012-2013. This notice was published a second time in the Daily News on June 26, 2012.
3. On July 2, 2012, the City Council adopted Resolution No. 7493 approving an amended schedule of fees and charges in order to defray departmental costs associated with facilities usage, code and police enforcement activities, and the processing of certain applications and permits.

Consideration to Adopt a Resolution Approving the Fiscal Year (FY) 2014-2015 Annual Fee Schedule
Page 2

4. On July 25, 2013, a Notice of Public Hearing was published in the Daily News to notify interested parties and advise residents of this Public Hearing to consider an amendment of the City's fee schedule for FY 2013-2014.
5. On August 5, 2013, the City Council adopted Resolution No. 7553 approving an amended schedule of fees and charges in order to defray departmental costs associated with facilities usage, code and police enforcement activities, and the processing of certain applications and permits.
6. On May 27, 2014 and June 6, 2014, a Notice of Public Hearing was published in the Los Angeles Daily News to notify interested parties and advise residents of this Public Hearing to consider an amendment of the City's fee schedule for Fiscal Year (FY) 2014-15.
7. The proposed amendments to fees and charges noted by department are based on a fee study conducted by each department. The fee study takes into account the administrative expenses associated with reviewing, researching, and/or processing applications and permits for City services. The fee study took into account prior cost allocation studies conducted by the City as well as individual fee studies conducted by the departments that look at costs over the prior fiscal year (2013-2014). The department costs studies, which make up the fee study includes one or more of the following: costs to research and process applications and/or permits, personnel hourly costs, consultant fees, and material and equipment costs. A copy of the studies and baseline information that make up the fee study used by the City to develop the proposed annual fee schedule are on file in the Office of the City Clerk and are available for public review upon request.

ANALYSIS:

Staff has reviewed and analyzed the City's fee schedules, as set forth in the City Code and established by City Council ordinance, resolution, and state law. Staff proposes to incorporate all proposed amendments to the current fees for City services into the proposed Annual Fee Schedule (Exhibit "1" of Attachment "A"). Based on staff's analysis, the proposed increased fees will not exceed the City's reasonable cost of providing those services. The proposed Resolution (Attachment "A") includes Exhibit "1" (FY 2014-2015 Annual Fee Schedule), that notes changes to existing fees and/or fines in red strikethrough text and new fees and/fines are noted in blue italics.

The following sections provide a general summary of the Administrative, Community Development, Finance, Personnel, Police, Public Works, Recreation and Community Services, and the City Treasurer departments' proposed deposit, fee, bail and/or penalty increases as well as changes in presentation.

Administration. The Administration Department has analyzed its fee structure and determined that no changes are required to its fees for FY 2014-2015.

Consideration to Adopt a Resolution Approving the Fiscal Year (FY) 2014-2015 Annual Fee Schedule
Page 3

Community Development. The Community Development Department has analyzed its fee structure and determined that no changes are required to its fees for FY 2014-2015. The Staff Research special condition language was clarified.

Finance. The Finance Department has analyzed its fee structure and determined that no changes are required to its fees for FY 2014-2015.

Personnel. The Personnel Department has analyzed its fee structure and determined that no changes are required to its fees for FY 2014-2015.

Police Department. The Police Department analyzed its fee structure and determined that no changes are required to its fees for FY 2014-2015.

Public Works. The Public Works Department has analyzed its fee structure and determined that the following fees charged by the department should be adjusted to recover or substantially recover the City's reasonable costs of providing the services necessary for the activity for which the fees are charged. These include: 1) changes to the conditions (e.g. maximum days) for encroachment permit; 2) language clarification of conditions with the certificate of sewer connection/sewer dye test; 3) establishing new fees for the Equipment and Material rates; 4) fees for NPDES Commercial/Industrial Site Inspections; and, 5) fees for commercial self-haul permits and inspections (Attachment "A", Exhibit 1; Section VI. Public Works Department, Pgs. 40-47). All other permitting and inspection fees associated with the operation and services provided by the Public Works Department will remain unchanged for FY 2014-2015.

Recreation and Community Services. The Recreation and Community Services Department has analyzed the Department's current fee structure and determined that the rental and/or deposit fees charged for the recreational pool and park (indoor and outdoor) facilities should be adjusted to recover or substantially recover the City's costs for the providing the services necessary for the rental activity for which the fees are charged. These fees include use of the pool, outdoor and indoor facilities (e.g., gyms, picnic areas, multipurpose rooms, pool, etc.) at San Fernando Recreation Park as well as outdoor and indoor facilities and Las Palmas, Pioneer, and Rudy Ortega Sr. parks (e.g., gym, picnic areas, ball fields, multipurpose room, tea room, et cetera) (Attachment "A", Exhibit 1; Section VII. Recreation and Community Services Department, Pgs. 48-52). The operation time of 10 am to 7 pm daily was added for the Picnic areas. A fee for the cost of expediting special events was added for 30 days or less prior to event and an additional fee for 10 days or less prior to event date. All other use and rental fees associated with the operation and services provided by the Recreation and Community Services Department will remain unchanged for FY 2014-2015.

City Treasurer. The City Treasurer's office has analyzed its fee structure and determined that no changes are required to its fees for FY 2014-2015.

For ease of viewing, a summary of all modifications to the FY 2014-2015 Annual Fee Schedule is provided in Attachment "B".

Consideration to Adopt a Resolution Approving the Fiscal Year (FY) 2014-2015 Annual Fee Schedule
Page 4

BUDGET IMPACT:

Adopting the attached Resolution should increase the City's revenues for certain City services provided to the community. The anticipated revenue associated with the increase in proposed increases in deposits, fees, and penalties are intended to recover or substantially recover the City's expected expenses and help maintain a balanced City budget.

CONCLUSION:

The City Council's adoption of the attached Resolution will allow the City to recover its current costs of providing certain services necessary for the activities for which the deposits, fees or penalties are charged. Therefore, staff recommends that the proposed increases in deposits, fees and penalties become effective July 1, 2014.

ATTACHMENTS:

- A. Resolution No. 7615
- B. FY 2014-2015 Annual Fee Schedule (Changes Only)

ATTACHMENT "A"

RESOLUTION NO. 7615**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO UPDATING THE ANNUAL FEE SCHEDULE,
AMENDING CERTAIN FEES AND CHARGES, AND REPEALING
ALL PARTS OF RESOLUTIONS IN CONFLICT THEREWITH**

WHEREAS, the City of San Fernando (the "City") has conducted an extensive analysis of its services, the costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services for Fiscal Year 2013-2014; and

WHEREAS, on July 1, 2013, the City Council adopted Resolution No. 7553 approving the City's adoption of a schedule of fees and charges in order to defray departmental costs associated with facilities usage, code and police enforcement activities, and the processing certain applications and permits; and

WHEREAS, the City Council has received and considered a staff report dated June 16, 2014 that includes a cost recovery analysis for all City departments based on Fiscal Year 2013-2014 personnel, operating, equipment and material usage costs ("Fee Study"); and

WHEREAS, California Government Code Section 66000 *et seq.* authorizes the City to adopt fees and charges for municipal services, provided such fees or charges do not exceed the estimated reasonable cost to the City of providing the services for which the fees and charges are imposed; and

WHEREAS, the amount of the proposed established and amended fees and charges do not exceed the City's reasonable cost of providing the services necessary for the activities for which the fees and charges are imposed, as set forth in the Fee Study included herein as Exhibit "1"; and

WHEREAS, on June 16, 2014, the City Council held a duly noticed Public Hearing concerning the proposed amended fees and charges; and

WHEREAS, the adoption of this Resolution approves the proposed established and amended fees and charges for the purpose of meeting the operating expenses of City departments and is, therefore, exempt from the California Environmental Quality Act (Public Resources Code Sections 21080 *et seq.*) pursuant to Public Resources Code Section 21080(b)(8)(A); and

WHEREAS, all requirements of state law, including, where applicable, California Government Code Sections 66016 and 66018, are hereby found to have been satisfied.

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

SECTION 1. The City Council hereby finds and determines that the above recitals are true and correct.

SECTION 2. New and amended fees and charges for City services adopted by the City Council after the effective date of this Resolution shall be set forth in the City of San Fernando Annual Fee Schedule.

SECTION 3. The City Council hereby directs staff to review the City of San Fernando Annual Fee Schedule on an annual basis and, when appropriate, present the City Council with proposed amendments to fees and charges set forth therein that staff determine to be inadequate to cover the City's current reasonable cost of providing the services necessary for the activities for which the fees and charges are imposed. Staff shall propose amendments to a fee or charge, excepting fees and charges listed in Sections I-VIII of the City of San Fernando Annual Fee Schedule, in accordance with the following formula: Calculate the percentage movement between May of the previous year and May of the current year of the review of the City of San Fernando Annual Fee Schedule in the Consumer Price Index for all urban consumers in the Los Angeles, Anaheim and Riverside areas, as published by the United States Government Bureau of Labor Statistics, adjust the fee or charge by that percentage amount and round off to the nearest one dollar. Proposed amendments to fees and charges shall not, however, exceed the reasonable cost of providing the services necessary for the activities for which the fees and charges are imposed. If in the future staff determines that the reasonable cost of providing the service necessary for an activity for which a fee or charge is imposed is in excess of the adjusted amount calculated in accordance with the formula above, then the City Manager shall present a fee study analyzing the cost to the City Council for the City Council's approval.

SECTION 4. The City Council, based upon the analysis set forth in the Fee Study for 2014, hereby adopts the fees and charges set forth in Exhibit "1" that are proposed to be established and amended, which established and amended fees and charges shall become effective July 1, 2014.

SECTION 5. All parts of resolutions and ordinances not consistent with or in conflict with this Resolution are hereby repealed.

SECTION 6. The City Council is taking action only on those fees and charges that have been established and amended as set forth in Exhibit "1". All fees and charges not modified herein shall continue and remain in effect unless and until modified by resolution or other action of the City Council.

SECTION 7. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Resolution and it shall thereupon take effect.

PASSED, APPROVED, AND ADOPTED this 16th day of June 2014.

Sylvia Ballin, Mayor

ATTEST:

Elena Chavez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a special meeting of the City Council held on the 16th day of June 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena Chavez, City Clerk



ANNUAL FEE SCHEDULE FY 2014/2015

EXHIBIT "1"

WWW.SFCITY.ORG



FY 2014/15 ANNUAL FEE SCHEDULE

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| A. SERVICE FEES AND CHARGES | | | | | |
| # | Description | Charge | Unit | Special Condition | Authority |
| 1 | Duplication Of Documents | | | | |
| | First Page | .25 | Each | Must Be Paid Prior To Duplication | GC\$6257 & SF Resolution 7553 |
| | Second Page And Each Page Thereafter | .15 | Each | Must Be Paid Prior To Duplication | GC\$6257 & SF Resolution 7553 |
| 2 | Duplication Of CD | 1 | Each | Must Be Paid Prior To Duplication | GC\$6257 |
| 3 | Duplication Of Cassette Tapes | 1 | Each | Must Be Paid Prior To Duplication | GC\$6257 & SF Resolution 7553 |
| 4 | Fair Political Practices Commission (FPPC) Documents | | | (i.e., Campaign Statements, Form 700, etc.) | |
| 4a | Duplication Of Documents | .10 | Each | | GC\$81008 |
| 4b | Retrieval Fee | 5 | Per Request | | GC\$81008 |

~~Red Strikeout~~ indicates prior charge/fee/fine/etc.

Blue Italics indicates new charge/fee/fine/etc.



FY 2014/15 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

| GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES | | | | | |
|---|---------------------------------|-------------|------|---|---|
| A. # | Requirements | Fee/Charge | Unit | Special Condition | Authority |
| 1 | Variance | 2567 | Each | See Exception For Single Family Detached Dwelling On One Lot With Residing Owner Occupant (Section B) | SF Resolution 7553 |
| 2 | Conditional Use Permit | 3005 | Each | See Exception For Single Family Detached Dwelling On One Lot With Residing Owner Occupant (Section B) | SF Resolution 7553 |
| 3 | Modification | 1158 | Each | See Exception For Single Family Detached Dwelling On One Lot With Residing Owner Occupant (Section B) | SF Resolution 7553 |
| 4 | Precise Development | 1015 | Each | | SF Resolution 7553 |
| 5 | Specific Plan | 5039 | Each | Minimum Deposit; Actual Cost May Exceed Deposit And Is Based On Hourly Rates | SF Resolution 7553 |
| 6 | Development Agreement | Hourly Rate | Each | | SF Resolution 7553 |
| 7 | Large Family Day Care | 1096 | Each | | SF Resolution 7553 |
| 8 | Free Standing Sign | 1050 | Each | | SF Resolution 7553 |
| 9 | Site Plan Review | 1763 | Each | One Fee Regardless Of Lot Size; See Exception For Single Family Detached Dwelling On One Lot With Residing Owner Occupant (Section B) | SF Resolution 7553 |
| 10 | Zone Change | 3601 | Each | | SF Resolution 7553 |
| 11 | General Plan Amendment | 3601 | Each | | SF Resolution 7553 |
| 12 | Zoning Permit Review | | | | |
| 12a | Zoning Occupancy Permit Review | 230 | Each | Includes \$69 Fee For Building Division Inspection | SF Resolution 7553 |
| 12b | Zoning Review DMV Clearance | 65 | Each | | SF Resolution 7553 |
| 12c | Zoning Rebuild Letter | 108 | Each | | SF Resolution 7553 |
| 12d | Swap Meet Occupancy For Sellers | 25 | Each | | SF Resolution 7553 |
| 13 | Wall And Fence Permit | N/A | Each | Building Permit Issued Per City Code Section 106-970 | SF Resolution 7553 |
| 14 | Home Occupation | 68 | Each | | SF Resolution 7553 |
| 15 | Sign Permit | 275 | Each | | SF Resolution 7553 |
| 16 | Banner Permit | 68 | Each | Five Banners Permitted Per One Calendar Year; Maximum five periods of 21-days per year | SF Resolution 7553 and SFCC\$106-934(b) |
| 17 | Lot Line Adjustment | 1557 | Each | One Fee Regardless Of Lot Size | SF Resolution 7553 |
| 18 | Environmental Documentation | | | | |
| 18a | Categorical Exemption | 204 | Each | Applied To Initial Study If Not Categorically Exempt | SF Resolution 7553 |
| 18b | Initial Studies | Hourly Rate | | | SF Resolution 7553 |

Red Strikeout indicates prior charge/fee/fine/etc. **Blue Italics** indicates new charge/fee/fine/etc.



FY 2014/15 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

| A. GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES | | | | | |
|--|--|-------------------|------|---|--------------------|
| # | Requirements | Fee/Charge | Unit | Special Condition | Authority |
| 18c | Environmental Impact Report | Hourly Rate | | | SF Resolution 7553 |
| 19 | Appeals Of Action By Director Or Planning Commission | ½ Application Fee | Each | | SF Resolution 7553 |
| 20 | Preliminary Parcel Map Fee | | | | |
| 20a | Preliminary Parcel Map Fee | 2187 | Each | | SF Resolution 7553 |
| 20b | Cost For Each Lot Shown On Map | 100 | | | SF Resolution 7553 |
| 21 | Tentative Tract Map Fee | | | | |
| 21a | Tentative Tract Map Fee | 2451 | Each | | SF Resolution 7553 |
| 21b | Cost For Each Lot Shown On Map | 100 | | | SF Resolution 7553 |
| 21c | Owner Initiated Lot Merger | 2900 | | | SF Resolution 7553 |
| 22 | Public Notification | | | | |
| 22a | Mailing Labels | 400 | Set | 500 Foot Radius | SF Resolution 7553 |
| 22b | Postage | 120 | | | SF Resolution 7553 |
| 22c | Published Notice In Newspaper | 600 | Each | ¼ Ads Only; Based On Minimum Fee; If Actual Costs Are Higher, Then Applicant Will Be Billed | SF Resolution 7553 |
| 22d | Notice of Environmental Assessment | 1100 | Each | Based on minimum fee, if actual costs are higher, then applicant will be billed accordingly | SF Resolution 7553 |
| 23 | Hourly Rate Schedule | | | | |
| 23a | Community Development Director | 101 | Hour | | SF Resolution 7553 |
| 23b | City Planner | 88 | Hour | | |
| 23c | Building And Safety Supervisor | 69 | Hour | | SF Resolution 7553 |
| 23d | Senior Planner | 68 | Hour | | SF Resolution 7553 |
| 23e | Associate Planner | 59 | Hour | | SF Resolution 7553 |
| 23f | Assistant Planner | 43 | Hour | | SF Resolution 7553 |
| 23g | Community Preservation Supervisor | 54 | Hour | | SF Resolution 7553 |
| 23h | Community Preservation Officer | 49 | Hour | | SF Resolution 7553 |
| 23i | Secretary/Administrative Assistant | 46 | Hour | | SF Resolution 7553 |
| 23j | Intern | 16 | Hour | | SF Resolution 7553 |
| 23k | Consultant | TBD | Hour | Fees calculated on a project by project basis | |
| 24 | Staff Research | Hourly Rate | | Projects Involving Staff Research and Project Expediting Extensive Research ; per Fee Schedule established under Item No. 23 including any additional fees associated with other Department and Division staff support, including consultant costs | SF Resolution 7553 |
| 25 | Planning Review | 240 | Each | | SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

| B. EXCEPTIONS FOR SINGLE FAMILY DETACHED DWELLING ON ONE LOT WITH RESIDING OWNER OCCUPANT | | | | |
|---|------------------------|--------|------|---|
| # | Requirements | Charge | Unit | Special Condition |
| 1 | Modification | 579 | Each | 1/2 Of Modification Application |
| 2 | Variance | 1284 | Each | 1/2 Of Variance Application |
| 3 | Conditional Use Permit | 1503 | Each | 1/2 Of Conditional Use Permit Application |
| 4 | Site Plan Review | 882 | Each | 1/2 Of Site Plan Review Application |

C. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE A

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|----|--------------------------------|---|------------|-----------------------------|-----------------|------------------|-----|--------------------------------|
| 1 | Patio Cover | 25 | R1, R2, R3 | Yes/ No | V | U | E | GC\$66014 & SF Resolution 7553 |
| 2 | Patio Enclosure | 35 | R1, R2, R3 | Yes / No | V | U | E | GC\$66014 & SF Resolution 7553 |
| 3 | Carpport | 25 | R1, R2, R3 | Yes / No | V | U | E | GC\$66014 & SF Resolution 7553 |
| 4 | Garage | 50 | R1, R2, R3 | Yes / No | V | U | E | GC\$66014 & SF Resolution 7553 |
| 5 | Noncommercial Greenhouse | 15 | R1, R2, R3 | No / No | V | U | E | GC\$66014 & SF Resolution 7553 |
| 6 | Storage Shed | 30 | R1, R2, R3 | Yes / No | V | U | E | GC\$66014 & SF Resolution 7553 |
| 7 | Re-roofing - Comp Shingle | 2 | R1, R2, R3 | Yes / No | V | | | GC\$66014 & SF Resolution 7553 |
| 8 | Re-roofing - Built-up 2 ply | 2 | R1, R2, R3 | Yes / No | V | | | GC\$66014 & SF Resolution 7553 |
| 9 | Re-roofing - Clay | 9 | R1, R2, R3 | Yes / No | V | | | GC\$66014 & SF Resolution 7553 |
| 10 | Re-roofing- Fiber Glass | 2 | R1, R2, R3 | Yes / No | V | | | GC\$66014 & SF Resolution 7553 |
| 11 | Relocation - 2 or more stories | 40 | R1, R2, R3 | No / No | V | R-3 | E | GC\$66014 & SF Resolution 7553 |
| 12 | Relocation - Multi-pieces | 32 | R1, R2, R3 | No / No | V | R-1 | E | GC\$66014 & SF Resolution 7553 |
| 13 | Relocation- Attached Garage | 29 | R1, R2, R3 | No / No | V | U | | GC\$66014 & SF Resolution 7553 |
| 14 | Relocation - Detached Garage | 29 | R1, R2, R3 | No / No | V | U | | GC\$66014 & SF Resolution 7553 |
| 15 | Pool (Private) | 32 | R1 | No / No | | | | GC\$66014 & SF Resolution 7553 |
| 16 | Pool (Public) | 40 | R2, R3 | No / No | | | | GC\$66014 & SF Resolution 7553 |
| 17 | Block Wall | 12 | R1, R2, R3 | No / No | | | | GC\$66014 & SF Resolution 7553 |
| 18 | Fence | 8 | R1, R2, R3 | Yes / No | | | | GC\$66014 & SF Resolution 7553 |
| 19 | Botanical Garden | 122 | C1, C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 20 | Agricultural | 122 | M1, M2 | No / No | I or II | F-1 | F | GC\$66014 & SF Resolution 7553 |

D. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE B

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|---|------------------------------------|---|------------|-----------------------------|----------------|------------------|-----|--------------------------------|
| 1 | Recreational Room | 95 | R1, R2, R3 | Yes / No | V | R-3 | E | GC\$66014 & SF Resolution 7553 |
| 2 | Addition to Dwelling Unit | 95 | R1, R2, R3 | Yes / No | V | R-3 | E | GC\$66014 & SF Resolution 7553 |
| 3 | Single Family Dwellings - Standard | 95 | R1, R2, R3 | Yes / No | V | R-3 | E | GC\$66014 & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

D. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE B

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|----|----------------------------------|---|------------|-----------------------------|----------------|------------------|-----|--------------------------------|
| 4 | Single Family Dwelling - Pre Fab | 60 | R1, R2, R3 | Yes / No | V | R-3 | E | GC\$66014 & SF Resolution 7553 |
| 5 | Single Family Dwellings - Tract | 95 | R1, R2, R3 | Yes / No | V | R-3 | E | GC\$66014 & SF Resolution 7553 |
| 6 | Guesthouse | 95 | R1, R2, R3 | No / Yes | V | R-3 | E | GC\$66014 & SF Resolution 7553 |
| 7 | Duplex | 95 | R2, R3 | No / No | V | R-1 | E | GC\$66014 & SF Resolution 7553 |
| 8 | Triplex | 95 | R2, R3 | No / No | V | R-1 | E | GC\$66014 & SF Resolution 7553 |
| 9 | 4 to 5 Unit Apartment Building | 85 | R2, R3 | No / No | V | R-1 | E | GC\$66014 & SF Resolution 7553 |
| 10 | Apartment House - Sr. Citizen | 98 | R2, R3 | No / No | V | R-1 | E | GC\$66014 & SF Resolution 7553 |
| 11 | Residential Condominium | 95 | R2, R3 | No / Yes | V | R-3 | E | GC\$66014 & SF Resolution 7553 |
| 12 | Multiple-Family Dwelling Units | 85 | R3 | No / No | V | R-1 | E | GC\$66014 & SF Resolution 7553 |
| 13 | Boardinghouse | 85 | R3 | No / Yes | V | R-1 | E | GC\$66014 & SF Resolution 7553 |

E. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE C

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|---|--------|---|------------|-----------------------------|----------------|------------------|-----|--------------------|
| 1 | Garage | | R1, R2, R3 | No / No | V | U-1 | | SF Resolution 7553 |

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|----|-------------------------|---|------------|-----------------------------|-----------------|------------------|-----|--------------------------------|
| 1 | Community Care Facility | 150 | R1, R2, R3 | No / No | I, II, III or V | B | E | GC\$66014 & SF Resolution 7553 |
| 2 | Community Center | 120 | R1, R2, R3 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 3 | Church | 186 | R1, R2, R3 | No / Yes | I, II, III or V | A-2.1 | E | GC\$66014 & SF Resolution 7553 |
| 4 | Schools | 140 | R1, R2, R3 | No / Yes | I, II, III or V | E | E | GC\$66014 & SF Resolution 7553 |
| 5 | Hospital | 222 | R1, R2, R3 | No / Yes | I, II, III or V | I 1.2 | F | GC\$66014 & SF Resolution 7553 |
| 6 | Sanitarium | 222 | R1, R2, R3 | No / Yes | I, II, III or V | I-3 | F | GC\$66014 & SF Resolution 7553 |
| 7 | Museum | 122 | R3 | No / Yes | I, II, III | B | F | GC\$66014 & SF Resolution 7553 |
| 8 | Library | 122 | R3 | No / Yes | I, II, III | B | F | GC\$66014 & SF Resolution 7553 |
| 9 | Nursery School | 122 | R3 | No / Yes | I, II, III | B | F | GC\$66014 & SF Resolution 7553 |
| 10 | Administrative Office | 114 | C1, C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 11 | Professional Office | 174 | C1, C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 12 | Government Building | 114 | C1, C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 13 | Retail General | 122 | C1, C2 | No / No | I, II, III or V | M | F | GC\$66014 & SF Resolution 7553 |
| 14 | Retail Market | 122 | C1, C2 | No / No | I, II, III or V | M | F | GC\$66014 & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|----|--|---|--------|-----------------------------|-----------------|------------------|-----|--------------------------------|
| 15 | Retail Department Store | 123 | C1, C2 | No / No | I, II, III or V | M | F | GC\$66014 & SF Resolution 7553 |
| 16 | Retail Mall | 122 | C1, C2 | No / No | I, II, III or V | M | F | GC\$66014 & SF Resolution 7553 |
| 17 | Service Business | 122 | C1, C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 18 | Restaurant Take Out | 161 | C1, C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 19 | Restaurant Fast Food | 161 | C1, C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 20 | Restaurant Sit Down with Entertainment/Dancing | 164 | C1, C2 | No / No | I, II, III or V | A-2 | F | GC\$66014 & SF Resolution 7553 |
| 21 | Restaurant Sit Down with Stage | 164 | C1, C2 | No / No | I, II, III or V | A-2.1 | F | GC\$66014 & SF Resolution 7553 |
| 22 | Restaurant Sit Down | 161 | C1, C2 | No / No | I, II, III or V | A-3 | F | GC\$66014 & SF Resolution 7553 |
| 23 | Club, Lodge and Hall | 122 | C1, C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 24 | Commercial Recreation | 115 | C1, C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 25 | Hotel | 115 | C1, C2 | No / Yes | I, II, III or V | R-3 | F | GC\$66014 & SF Resolution 7553 |
| 26 | Motel | 115 | C1, C2 | No / Yes | I, II, III or V | R-3 | F | GC\$66014 & SF Resolution 7553 |
| 27 | New Automobile Sales | 116 | C1 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 28 | Schools | 140 | C1, C2 | No / Yes | I, II, III or V | I | F | GC\$66014 & SF Resolution 7553 |
| 29 | Secondhand Store | 122 | C1, C2 | No / Yes | I, II, III or V | M | F | GC\$66014 & SF Resolution 7553 |
| 30 | Museum | 132 | C1, C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 31 | Art Galleries | 132 | C1, C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 32 | Automobile Service Station | 100 | C-2 | No / No | I, II, III or V | S-3 | F | GC\$66014 & SF Resolution 7553 |
| 33 | Bus Station | 122 | C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 34 | Fortunetelling | 122 | C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 35 | Hospital | 142 | C2 | No / No | I, II, III or V | I | F | GC\$66014 & SF Resolution 7553 |
| 36 | Mortuaries | 149 | C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 37 | New Automobile Sales | 116 | C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 38 | Nurseries | 122 | C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 39 | Pet Store | 122 | C2 | No / No | I, II, III or V | M | F | GC\$66014 & SF Resolution 7553 |
| 40 | Radio and Television Station | 140 | C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 41 | Repair Shops, Bicycle and Motorcycle | 122 | C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 42 | Veterinary Clinic | 132 | C2 | No / No | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 43 | Ambulance | 121 | C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 44 | Automobile Repair | 79 | C2 | No / Yes | I, II, III or V | S-3 | F | GC\$66014 & SF Resolution 7553 |
| 45 | Bail Bondsman | 114 | C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 46 | Billiards | 122 | C2 | No / Yes | I, II, III or V | A-2 | F | GC\$66014 & SF Resolution 7553 |
| 47 | Pool parlor | 122 | C2 | No / Yes | I, II, III or V | A-2 | F | GC\$66014 & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|----|---------------------------------------|---|--------|-----------------------------|-----------------|------------------|-----|--------------------------------|
| 48 | Carwash Self Serve | 122 | C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 49 | Carwash Automatic | 153 | C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 50 | Carwash Full serve | 153 | C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 51 | Dating and Escort Service | 122 | C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 52 | Fruit and Vegetable Stands | 65 | C2 | No / Yes | I, II, III or V | B | F | GC\$66014 & SF Resolution 7553 |
| 53 | Live Entertainment | 205 | C2 | No / Yes | I, II, III or V | A-2 | F | GC\$66014 & SF Resolution 7553 |
| 54 | Theater | 199 | C2 | No / Yes | I, II, III or V | A-2 | F | GC\$66014 & SF Resolution 7553 |
| 55 | Bowling Alley | 164 | C2 | No / Yes | I, II, III or V | A-2 | F | GC\$66014 & SF Resolution 7553 |
| 56 | Adult Entertainment Business | 164 | C2 | No / Yes | I, II, III or V | A-2 | F | GC\$66014 & SF Resolution 7553 |
| 57 | Manufacturing | 86 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 58 | Animal Hospital | 122 | M1, M2 | No / No | I, II, III | B | F | GC\$66014 & SF Resolution 7553 |
| 59 | Assembly Plant | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 60 | Automobile Laundry | 122 | M1, M2 | No / No | I, II, III | S-3 | F | GC\$66014 & SF Resolution 7553 |
| 61 | Automotive Repair | 122 | M1, M2 | No / No | I, II, III | S-3 | F | GC\$66014 & SF Resolution 7553 |
| 62 | Automotive Body & Paint | 122 | M1, M2 | No / No | I, II, III | S-3 | F | GC\$66014 & SF Resolution 7553 |
| 63 | Building Materials and Hardware Sales | 122 | M1, M2 | No / No | I, II, III | M | F | GC\$66014 & SF Resolution 7553 |
| 64 | Cabinet Shops and Woodworking | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 65 | Computer Manufacturing & Service | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 66 | Cosmetics | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 67 | Electric and Gas Appliance | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 68 | Food Products | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 69 | Jewelry | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 70 | Laundry, Cleaning Plant | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 71 | Dry Cleaning Plant | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 72 | Lumberyard, Building Materials | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 73 | Contractor Storage Yard | 122 | M1, M2 | No / No | I, II, III | S-2 | F | GC\$66014 & SF Resolution 7553 |
| 74 | Machine Shop | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 75 | Motion Picture Studio | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 76 | Television Studio | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 77 | Optical Equipment | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 78 | Pharmaceutical | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 79 | Photographic Product and equipment | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 80 | Product service center | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|-----|--|---|--------|-----------------------------|----------------|------------------|-----|--------------------------------|
| 81 | Signs | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 82 | Telephone, communication building | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 83 | Welding shop | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 84 | Wholesale business | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 85 | Wholesale business hazardous | 122 | M1, M2 | No / No | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 86 | Other uses | 122 | M1, M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 87 | Animal shelter | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 88 | Commercial antennas | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 89 | Engine manufacture | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 90 | Helistop | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 91 | Laboratory: chemical, biological, anatomical | 122 | M1, M2 | No / Yes | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 92 | Laboratory: chemical, biological, anatomical hazardous | 122 | M1, M2 | No / Yes | I, II, III | H-1 | F | GC\$66014 & SF Resolution 7553 |
| 93 | Outdoor storage shed | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 94 | Outdoor advertising signs | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 95 | Paint manufacture | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 96 | Research and development | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 97 | Service station | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 98 | Swap meets or flea markets | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 99 | Auctions indoor or outdoor | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 100 | Truck terminal or yard | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 101 | New and used car sales | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 102 | Storage and distribution | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 103 | Storage and distribution hazardous | 122 | M1, M2 | No / Yes | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 104 | Warehousing | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 105 | Extermination business | 122 | M1, M2 | No / Yes | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 106 | Extermination business hazardous | 122 | M1, M2 | No / Yes | I, II, III | H-1 | F | GC\$66014 & SF Resolution 7553 |
| 107 | Heliports | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 108 | House moving businesses | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 109 | Contractor' storage and fabrication yards | 86 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 110 | Lumberyards or building materials | 86 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 111 | Boat building and repair businesses | 86 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 112 | Landscaping and gardening service | 86 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 113 | Machine Shop and tool and die making | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|-----|--|---|--------|-----------------------------|----------------|------------------|-----|--------------------------------|
| 114 | Machine Shop and tool and die making hazardous | 122 | M1, M2 | No / Yes | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 115 | Metal welding and plating business | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 116 | Metal welding and plating business hazardous | 122 | M1, M2 | No / Yes | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 117 | Rental yards | 86 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 118 | Restaurants | 122 | M1, M2 | No / Yes | I, II, III | A-2 | F | GC\$66014 & SF Resolution 7553 |
| 119 | Roofing businesses | 86 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 120 | Salvage and recycling businesses | 86 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 121 | Recreation vehicle storage yards | 86 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 122 | Electric distribution and transmission substations | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 123 | Research and development | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 124 | Pharmaceutical laboratory | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 125 | Administrative, professional, business offices | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 126 | Blueprinting and Photostating | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 127 | Assembly of plastic products | 122 | M1, M2 | No / Yes | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 128 | Assembly of plastic products hazardous | 122 | M1, M2 | No / Yes | I, II, III | H-1 | F | GC\$66014 & SF Resolution 7553 |
| 129 | Manufacture of ceramic products | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 130 | Parcel service delivery depot | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 131 | Photoengraving | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 132 | Manufacture control devices gauges | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 133 | Glass edging, beveling and silvering | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 134 | Studio or office for industrial designing | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 135 | Recreation area | 86 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 136 | Waste facility | 122 | M1, M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 137 | Waste facility hazardous | 122 | M1, M2 | No / Yes | I, II, III | H-1 | F | GC\$66014 & SF Resolution 7553 |
| 138 | Manufacturing | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 139 | Manufacturing Hazardous | 122 | M2 | No / No | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 140 | Animal shelter | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 141 | Assaying | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 142 | Assaying hazardous | 122 | M2 | No / No | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 143 | Automobiles | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 144 | Automobiles hazardous | 122 | M2 | No / No | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 145 | Recreational vehicles | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 146 | Recreational vehicles hazardous | 122 | M2 | No / No | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|-----|--|---|--------|-----------------------------|----------------|------------------|-----|--------------------------------|
| 147 | Boats or Trailers | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 148 | Ceramics, pottery, statuary | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 149 | Heavy equipment sales and rental | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 150 | Ink, polish enamel | 122 | M2 | No / No | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 151 | Ink, polish enamel hazardous | 122 | M2 | No / No | I, II, III | H-1 | F | GC\$66014 & SF Resolution 7553 |
| 152 | Pest control contractors | 122 | M2 | No / No | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 153 | Pest control contractors hazardous | 122 | M2 | No / No | I, II, III | H-1 | F | GC\$66014 & SF Resolution 7553 |
| 154 | Public service facilities | 86 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 155 | Sandblasting | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 156 | Tile (indoor kiln) | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 157 | Wallboard, glass (no blast furnace) | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 158 | Blast furnaces as an accessory use | 122 | M2 | No / No | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 159 | Automotive impound area | 86 | M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 160 | Metal engraving, metal fabrications | 122 | M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 161 | Metal engraving, metal fabrications | 122 | M2 | No / Yes | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |
| 162 | Tire retarding and recapping | 122 | M2 | No / Yes | I, II, III | F-1 | F | GC\$66014 & SF Resolution 7553 |
| 163 | Tire retarding and recapping hazardous | 122 | M2 | No / Yes | I, II, III | F-2 | F | GC\$66014 & SF Resolution 7553 |

G. BUILDING/ HOUSING INSPECTION FEES – OTHER

| # | Permit | Fee for "Good" Construction Per Square Foot | Zoning | Owners Cert. / CUP Required | Type of Const. | Group & Division | SMI | Authority |
|---|--|---|--------|-----------------------------|----------------|------------------|-----|--------------------------------|
| 1 | Mobile Home Park | | R2, R3 | No / Yes | V | R-3 | | GC\$66014 & SF Resolution 7553 |
| 2 | Inspection Prior to Resale of Residential Property (Includes Building Permit/Certificate of Building Compliance, Issuance Fee, Plan Maintenance Fee) | 240 Per Property | | No / No | | | | GC\$66014 & SF Resolution 7553 |
| 3 | Rental Inspection Program | 35 Per Unit | | No / No | | | | GC\$66014 & SF Resolution 7553 |

H. OTHER FEES

| # | Permit | Fee | Unit | Additional | Authority |
|---|----------------------------|-----|------|---|--------------------|
| 1 | AIMS Maintenance Surcharge | 10% | Each | Added to All Building Permit Fees and Planning Fees | SF Resolution 7553 |
| 2 | Amplified Sound Permit | 120 | Each | | SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

III. FINANCE DEPARTMENT

| A. SERVICE FEES AND CHARGES | | | | | |
|------------------------------------|--|-------------|-----------|---|-----------------------------------|
| # | Description | Fee | Unit | Special Condition | Authority |
| 1 | Returned Check Fee | | | | |
| 1a | First | 25 | | | SFCC§94-263 By SF Ordinance 1607 |
| 1b | Second | 30 | Each | | SF Resolution 7553 |
| 2 | Business License Processing Fee | 22 | Each | | SF Resolution 7553 |
| 3 | Tobacco Retailers Permit Fee | 250 | Each | | SFCC§22-436 By SF Resolution 7553 |
| 4 | Rummage Sale Permit Fee | 10 | Each | | SFCC§22-226 |
| B. UTILITIES | | | | | |
| # | Description | Fee | Unit | Special Condition | Authority |
| 1 | Utilities | | | | |
| 1a | Security Deposit for a New Residential Applicant | 100 | | | SFCC§94-263 By SF Ordinance 1607 |
| 1b | Security Deposit for New Commercial Applicant | 150 | | | SFCC§94-263 By SF Ordinance 1607 |
| 1c | Security Deposit for Delinquent Accounts | 150 | | Minimum set by SFCC§94-263 | SFCC§94-263 By SF Ordinance 1607 |
| 1d | Delivery Fee for Final Disconnection Notices | 10 | | | SFCC§94-263 By SF Ordinance 1607 |
| 1e | Administrative/Reconnection Fee | 40 | | | SFCC§94-263 By SF Ordinance 1607 |
| 1f | Tampering With Meter | 75 | | | SFCC§94-263 By SF Ordinance 1607 |
| 1g | Reinstallation Fee if Meter Has Been Removed | 75 | | | SFCC§94-263 By SF Ordinance 1607 |
| 1h | Reinstallation Fee for Inactive Meter | 75 | | | SFCC§94-263 By SF Ordinance 1607 |
| 1i | Fee for All Accounts With a Backflow Prevention Device | 5/Month | | Cost covers the annual inspection & testing of backflow device; billed \$10 per billing cycle | SFCC§94-269 |
| 1j | Returned Check Fee | 25 | | | SFCC§94-263 By SF Ordinance 1607 |
| C. ALARM PERMITS AND NOTIFICATIONS | | | | | |
| # | Description | Fee/Charge | Unit | Special Condition | Authority |
| 1 | Alarm Permits | | | | |
| 1a | Annual Alarm Permit Issuance | 25 | Each | | SFCC§30-91 By SF Resolution 7553 |
| 1b | Penalty For Business With No Permit On File | 50 | Each | In Addition To Permit Fee | SF Resolution 7553 |
| 1c | Penalty For Not Paying Bill Within 60 Days After Billing | 10% of bill | Per Month | Up To The Amount Of The Bill | SFCC§30-33 By SF Resolution 7553 |
| 2 | Monitoring for Alarms Wired to the Police Department | | | | |
| 2a | Business | 180 | | Semi-Annual Fee | SF Resolution 7553 |
| 2b | Residence | 90 | | Semi-Annual Fee | SF Resolution 7553 |
| 3 | False Alarm Responses | | | | |
| 3a | First Response | Free | | | SFCC§30-32 By SF Resolution 7553 |
| 3b | Second Response | Free | | | SFCC§30-32 By SF Resolution 7553 |
| 3c | Third Response | Free | | | SFCC§30-32 By SF Resolution 7553 |
| 3d | Fourth Response | 140 | | | SFCC§30-32 By SF Resolution 7553 |
| 3e | Fifth Response | 140 | | | SFCC§30-32 By SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

III. FINANCE DEPARTMENT

| C. ALARM PERMITS AND NOTIFICATIONS | | | | |
|------------------------------------|--------------------------------|------------|------|----------------------------------|
| # | Description | Fee/Charge | Unit | Authority |
| 3f | Sixth Response | 140 | | SFCC§30-32 By SF Resolution 7553 |
| 3g | Seventh Response And All Other | 210 | | SFCC§30-32 By SF Resolution 7553 |
| 4 | False Panic Alarm Responses | 100 | Each | SFCC§30-32 By SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

IV. PERSONNEL DEPARTMENT

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

- The San Fernando City Code Section 1-30 provides that any violation of the San Fernando City Code may be prosecuted as a misdemeanor, as an infraction or as a civil administrative action. Pursuant to California Government Code Section 36900(b), every violation of the San Fernando City Code determined to be a misdemeanor is punishable by a fine of not more than One Thousand (\$1,000.00) Dollars, or by imprisonment for a period of not more than six (6) months, or by both such fine and imprisonment. Further, every violation of the San Fernando City Code determined to be an infraction is punishable by: (1) a fine not exceeding One Hundred dollars (\$100) for a first violation; (2) a fine not exceeding Two Hundred dollars (\$200) for a second violation of the same Code provision within one year; (3) a fine not exceeding Five Hundred dollars (\$500) for each additional violation of the same Code provision within one year except as otherwise provided by City Council or as otherwise provided in the City of San Fernando General Bail Schedule. The City officer who issues the citation shall indicate the Code section or provision that was violated. For repeated offenses of the same Code section or provision within one calendar year, the officer will indicate the repeated offense by adding the number of repeated offenses in parentheses after the Code Section number. (For example, a second offense of Section 14-3 would read: 14-3/(2)).
- Unless otherwise provided by City Council, bail for any violation of the San Fernando City Code for which no provision is made in this schedule shall be in the amount of One Hundred (\$100.00) Dollars for a first violation; Two Hundred (\$200.00) for a second violation of the same code provision within a twelve month period; and Five Hundred (\$500.00) Dollars for each additional violation of the same code provision within a twelve month period.
- Penalties or fines on parking citations unpaid after thirty (30) calendar days from date of issue shall be levied an additional penalty of double the original penalty or fine amount, and an additional \$10 shall be levied when unpaid citations are transmitted to the Department of Motor Vehicles for placement of holds on vehicle registrations.
- The Los Angeles County Municipal Courts Schedule of Bail for Infractions and Misdemeanors shall be used to establish the penalties for parking and standing violations of the California Vehicle Code, Division 11, Chapters 9, 10, and 11, Sections 22500 through 22953 with exception of those sections listed in this Resolution.

A. GENERAL BAIL SCHEDULE – CHAPTER 14: ANIMALS

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|--------------------------------|
| 1 | Article I. In General | | | | | |
| 1a | Keeping Prohibited Animals Within 50 Feet Of Any Residence Or Within 100 Feet Of Any School, Hospital Or Similar Institution | 50 | \$200 | \$500 | 10% (AIMS Maintenance Surcharge) | SFCC§14-3 & SF Resolution 7553 |
| 1b | Keeping More Than 50 Chickens Or Rabbits, Or Poultry Of Any Kind | 50 | \$200 | \$500 | 10% (AIMS Maintenance Surcharge) | SFCC§14-4 & SF Resolution 7553 |
| 2 | Article IV. Birds | | | | | |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

A. GENERAL BAIL SCHEDULE – CHAPTER 14: ANIMALS

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|----------------------------------|
| 2a | Keeping More Than 200 Live Birds | 50 | \$200 | \$500 | 10% (AIMS Maintenance Surcharge) | SFCC§14-107 & SF Resolution 7553 |
| 2b | Keeping More Than 25 Live Birds On Any Residential Lot In An Outside Or Open Cage, Flight Cage, Or Open Aviary | 50 | \$200 | \$500 | 10% (AIMS Maintenance Surcharge) | SFCC§14-108 & SF Resolution 7553 |
| 2c | Having Any Cage Or Open Aviary For Live Birds Within 35 Feet Of Any Building Used As A Dwelling, Residence Or Hospital | 50 | \$200 | \$500 | 10% (AIMS Maintenance Surcharge) | SFCC§14-109 & SF Resolution 7553 |
| 2d | Maintaining More Than 200 Birds; Or Maintaining Less Than 200 Birds Without Meeting Containment Requirements | 50 | \$200 | \$500 | 10% (AIMS Maintenance Surcharge) | SFCC§14-110 & SF Resolution 7553 |
| 2e | Failure To Maintain A Solid Fence In Conformity With Requirements For Keeping Birds | 50 | \$200 | \$500 | 10% (AIMS Maintenance Surcharge) | SFCC§14-111 & SF Resolution 7553 |
| 2f | Failure To Keep Bird Cage Or Aviary In A Clean And Sanitary Condition | 50 | \$200 | \$500 | 10% (AIMS Maintenance Surcharge) | SFCC§14-112 & SF Resolution 7553 |

B. GENERAL BAIL SCHEDULE – CHAPTER 18: BUILDINGS AND BUILDING REGULATIONS

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|----------------------------------|
| 1 | Article I. In General | | | | | |
| 1a | Failure To Comply With The Uniform Administrative Code | 250 | 500 | 1000 | 10% (AIMS Maintenance Surcharge) | SFCC§18-1 & SF Resolution 7553 |
| 2 | Article II. Building Code | | | | | |
| 2a | Violation Of Or Failure To Comply With The Building Code | 250 | 500 | 1000 | 10% (AIMS Maintenance Surcharge) | SFCC§18-31 & SF Resolution 7553 |
| 3 | Article III. Electrical Code | | | | | |
| 3a | Violation Of Or Failure To Comply With The Electrical Code | 250 | 500 | 1000 | 10% (AIMS Maintenance Surcharge) | SFCC§18-61 & SF Resolution 7553 |
| 4 | Article IV. Mechanical Code | | | | | |
| 4a | Violation Of Or Failure To Comply With The Mechanical Code | 250 | 500 | 1000 | 10% (AIMS Maintenance Surcharge) | SFCC§18-91 & SF Resolution 7553 |
| 5 | Article V. Plumbing Code | | | | | |
| 5a | Violation Of Or Failure To Comply With The Plumbing Code | 250 | 500 | 1000 | 10% (AIMS Maintenance Surcharge) | SFCC§18-121 & SF Resolution 7553 |
| 6 | Article VI. Housing Code | | | | | |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

B. GENERAL BAIL SCHEDULE – CHAPTER 18: BUILDINGS AND BUILDING REGULATIONS

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|----------------------------------|
| 6a | Violation Of Or Failure To Comply With The Housing Code | 250 | 500 | 1000 | 10% (AIMS Maintenance Surcharge) | SFCC§18-151 & SF Resolution 7553 |
| 7 | Article VII. Dangerous Buildings | | | | | |
| 7a | Violation Of Or Failure To Comply With The Uniform Code For The Abatement Of Dangerous Buildings | 250 | 500 | 1000 | 10% (AIMS Maintenance Surcharge) | SFCC§18-181 & SF Resolution 7553 |

C. GENERAL BAIL SCHEDULE – CHAPTER 34: ENVIRONMENT

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|---------------------------------|
| 1 | Article II. Noise | | | | | |
| 1a | Disturbing The Peace: Noise Violation | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§34-28 & SF Resolution 7553 |
| 1b | Creating Or Allowing The Creation Of Any Noise To Exceed The Permitted Ambient Noise Level More Than Ten Minutes Per Hour | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§34-29 & SF Resolution 7553 |
| 1c | Disturbing The Peace: Noise On Any Residential Property Exceeding Noise Limits | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§34-30 & SF Resolution 7553 |
| 1d | Disturbing The Peace: Amplifying Equipment | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§34-66 & SF Resolution 7553 |

D. GENERAL BAIL SCHEDULE – CHAPTER 42: HEALTH AND SANITATION

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|---------------------------------|
| 1 | Article III. Health Code | | | | | |
| 1a | Violation Of The Health And Safety Code | 50 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§42-81 & SF Resolution 7553 |

E. GENERAL BAIL SCHEDULE – CHAPTER 46: MANUFACTURED HOMES AND TRAILERS

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|---------------------------------|
| 1 | Article II. Trailers and Trailer Camps | | | | | |
| 1a | Keeping A Trailer On Property Which Is Not A Duly Licensed Auto And Trailer Camp | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§46-26 & SF Resolution 7553 |
| 1b | Using A Trailer Coach For Living Or Sleeping Quarters Except In A Duly Licensed Auto And Trailer Camp | 1,000 | 1,000 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§46-27 & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

| F. GENERAL BAIL SCHEDULE – CHAPTER 50: OFFENSES AND MISCELLANEOUS PROVISIONS | | | | | |
|--|--|----------------------|-----------------------|----------------------|--|
| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Authority |
| 1 | Article III. Offenses Against Property | | | | |
| 1a | Selling Aerosol Spray Paint To A Person Under The Age Of 18 Years | 200 | 500 | 750 | SFCC§50-133(B)(1) & SF Resolution 7553 |
| 1b | Failure To Keep Aerosol Spray Paint In A Place That Is Locked And Secure | 200 | 500 | 750 | SFCC§50-133(B)(3) & SF Resolution 7553 |
| 1c | Possession Of Aerosol Container Of Spray Paint In A Public Park, Playground, Swimming Pool, Or Recreation Facility, Public Building Or Other Public Place, Other Than A Highway, Street Or Alley | 200 | 500 | 750 | SFCC§50-133(C) & SF Resolution 7553 |
| 1d | Possessing Any Aerosol Spray Paint While On Any Public Highway, Street, Alley Or Way By A Person Under The Age Of 18 Unless Such Person Is Accompanied By A Parent Or Legal Guardian | 200 | 500 | 750 | SFCC§50-133(D) & SF Resolution 7553 |
| 1e | Defacing Property | 1000 | 1000 | 1000 | SFCC§50-133(E) & SF Resolution 7553 |
| 1f | Violating Regulations Pertaining To Graffiti And Or Spray Paint Control | 1000 | 1000 | 1000 | SFCC§50-133(G) & SF Resolution 7553 |
| 1g | Urinating Or Defecating In Public | 1000 | 1000 | 1000 | SFCC§50-134 & SF Resolution 7553 |
| G. GENERAL BAIL SCHEDULE – CHAPTER 54: PARKS AND RECREATION | | | | | |
| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Authority |
| 1 | Article I. In General | | | | |
| 1a | Posting, Placing Or Erecting Any Bills, Notices, Papers Or Advertising Devices In A Park Or Recreation Center | 50 | 200 | 500 | SFCC§54-3 & SF Resolution 7553 |
| H. GENERAL BAIL SCHEDULE – CHAPTER 58: PEDDLERS AND SOLICITORS | | | | | |
| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Authority |
| 1 | Article II. Peddlers | | | | |
| 1a | Peddling Without First Obtaining A Permit And/Or Other Required Licenses | 200 | 500 | 750 | SFCC§58-56 & SF Resolution 7553 |
| 1b | Transfer Of Peddling Permit | 200 | 500 | 750 | SFCC§58-59 & SF Resolution 7553 |

Red Strikeout indicates prior charge/fee/fine/etc. **Blue Italics** indicates new charge/fee/fine/etc.



FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

H. GENERAL BAIL SCHEDULE – CHAPTER 58: PEDDLERS AND SOLICITORS

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|-------------------------------------|
| 1c | Failure To Exhibit A Peddler's Permit And License Upon Request | 50 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§58-60 & SF Resolution 7553 |
| 2 | Article III. Street Artists, Craftsmen and Streetside Food Purveyors and Flower Vendors | | | | | |
| 2a | Occupying The Place Assigned To A Peddler By The Peddler During No Designated Times Or Days; And/Or The Selling Or The Attempted Sale Or Transaction Of Business During No Designated Times Or Days | Warning | 50 | 200 | 10% (AIMS Maintenance Surcharge) | SFCC§58-97 & SF Resolution 7553 |
| 2b | Selling Arts, Crafts, Food Or Flowers On Any Public Street Or Public Place Without A License | 50 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§58-126 & SF Resolution 7553 |
| 3 | Article IV. Ice Cream Vendors | | | | | |
| 3a | Stopping Of A Vehicle For Purposes Of Selling Or Soliciting To Sell Within One Block In Any Direction Of A School, Or In Any Other Areas Deemed Unsafe By Local Law Enforcement Personnel | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-163 & SF Resolution 7553 |
| 3b | Violation Of Ice Cream Vendor Regulations | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-164 & SF Resolution 7553 |
| 3c | Selling Ice Cream From An Automotive Vehicle Without A Permit And License | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-191 & SF Resolution 7553 |
| 3d | Transfer Of Ice Cream Vendor Permit | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-195 & SF Resolution 7553 |
| 3e | Failure To Exhibit An Ice Cream Vendor Permit And License Upon Request | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-196 & SF Resolution 7553 |
| 4 | Article V. Food and Beverage Pushcart Vendors | | | | | |
| 4a | Selling Any Food Or Beverage From Any Portable Box, Stand, Bag, Ice Chest Or Similar Container, Other Than A Pushcart | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-227(A) & SF Resolution 7553 |
| 4b | Employing, Directing Or Otherwise Causing Any Other Person To Sell Any Food Or Beverage In Violation Of The Regulations Governing Sales From Any Portable Box, Stand, Bag, Ice Chest Or Similar Container, Other Than A Pushcart | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-227(B) & SF Resolution 7553 |
| 4c | Failure To Affix In Plain View The Required Pushcart Sticker | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-228(A) & SF Resolution 7553 |

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V. POLICE DEPARTMENT

H. GENERAL BAIL SCHEDULE – CHAPTER 58: PEDDLERS AND SOLICITORS

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|-------------------------------------|
| 4d | Stationing, For Purposes Of Offering Food Or Beverages For Sale, In Any Location Which Creates An Obstruction To The Normal Flow Of Vehicular Or Pedestrian Access; Within Ten Feet Of Any Intersection, Driveway, Or Building Entrance; Or In Any Space Designed For Vehicular Parking | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-228(B) & SF Resolution 7553 |
| 4e | Selling Any Food Or Beverage From A Pushcart By A Person Under 18 Years Of Age | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-228(C) & SF Resolution 7553 |
| 4f | Exceeding The Maximum Dimensions For Pushcarts | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-228(D) & SF Resolution 7553 |
| 4g | Using Signs In Conjunction With A Pushcart That Are Not Affixed To Or Painted On A Pushcart Or Its Canopy; Or Failure By Owner Of The Pushcart To Have Their Name, Address And Telephone Number Prominently Displayed On The Pushcart | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-228(E) & SF Resolution 7553 |
| 4h | Failure To Provide A Refuse Bin Of At Least Four Cubic Feet Capacity In Or On A Pushcart | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-228(F) & SF Resolution 7553 |
| 4i | Affixing Or Using In Conjunction With A Pushcart Loud Speakers, Public Address System, Bells, Chimes Or Other Sound-Making Device | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-228(G) & SF Resolution 7553 |
| 4j | The Artificial Lighting Of A Pushcart | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§58-228(H) & SF Resolution 7553 |

I. GENERAL BAIL SCHEDULE – CHAPTER 66: SECONDHAND GOODS

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|---------------------------------|
| 1 | Article II. Pawnbrokers, Junk and Secondhand Dealers | | | | | |
| 1a | Failure To Maintain A Business Sign That Satisfies Requirements For Junk Dealers, Pawnbrokers, Pawnshops, Or Secondhand Dealers | 50 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-29 & SF Resolution 7553 |
| 2 | Article III. Garage, Patio and Similar Sales | | | | | |
| 2a | Selling Property Other Than Personal Property At A Garage, Patio Or Similar Sale | 75 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-63 & SF Resolution 7553 |
| 2b | Failure To Comply With City Council Restrictions On Operation Hours And Days Of Operation Of A Garage, Patio Or Similar Sale | 75 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-64 & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

I. GENERAL BAIL SCHEDULE – CHAPTER 66: SECONDHAND GOODS

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|----------------------------------|
| 2c | Operating Or Maintaining A Garage, Patio Or Similar Sale With Property Displayed On Front Or Side Yard Or In A Public Right-Of-Way | 75 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-66 & SF Resolution 7553 |
| 2d | Improperly Posting Advertisement Or Signs In Relation To A Garage, Patio Or Similar Sale | 75 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-67 & SF Resolution 7553 |
| 2e | Operating Or Maintaining A Garage, Patio Or Similar Sale That Creates A Public Nuisance | 75 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-68 & SF Resolution 7553 |
| 2f | Permitting The Illegal Parking Of Cars In Relation To A Garage, Patio Or Similar Sale | 75 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-70 & SF Resolution 7553 |
| 2g | Operating Or Maintaining A Garage, Patio Or Similar Sale Without A Permit | 50 | 100 | 200 | 10% (AIMS Maintenance Surcharge) | SFCC§66-101 & SF Resolution 7553 |
| 3 | Article IV. Swap Meets | | | | | |
| 3a | Failure To Obtain A Permit Before Establishing, Organizing Or Conducting A Swap Meet | 75 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-138 & SF Resolution 7553 |
| 3b | Failure To Obtain A Permit And Business License Before Establishing, Organizing Or Conducting A Swap Meet | 75 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-139 & SF Resolution 7553 |
| 3c | Failure To Comply With Operating Requirements For Swap Meets | 75 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-141 & SF Resolution 7553 |
| 3d | Selling, Trading, Exchanging, Or Bartering Of Prohibited Items At A Swap Meet | 75 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§66-142 & SF Resolution 7553 |

J. GENERAL BAIL SCHEDULE – CHAPTER 70: SOLID WASTE

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|---------------------------------|
| 1 | Article II. Collection Agreements; Collection Permits | | | | | |
| 1a | Collecting Solid Waste And/OR Recyclables Without A Collection Agreement With The City Council | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§70-11 & SF Resolution 7553 |
| 1b | Failure To Obtain Or Maintain Permits And Licenses | 50 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§70-16 & SF Resolution 7553 |
| 1c | Transferring A Permit Or Collection Agreement | 50 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§70-17 & SF Resolution 7553 |
| 2 | Article VI. General Requirements | | | | | |
| 2a | Failure To Immediately Clean Up, Contain, Collect And/OR Remove Solid Waste Or Recyclables On Any Public Property | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§70-72 & SF Resolution 7553 |

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V. POLICE DEPARTMENT

J. GENERAL BAIL SCHEDULE – CHAPTER 70: SOLID WASTE

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|----------------------------------|
| 2b | Transporting Any Loose Solid Waste By Motor Vehicle That Is Not Covered And/Or Secured In A Manner To Prevent Depositing Of Solid Waste On Public Or Private Property | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§70-73 & SF Resolution 7553 |
| 2c | Transferring Solid Waste Or Recyclables From One Collection Vehicle To Another On Any Public Street Or Road | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§70-74 & SF Resolution 7553 |
| 2d | Tampering With, Or Removing Solid Waste Or Recyclables From A Container, Or Depositing Solid Waste In Any Place Other Than In An Approved Container | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§70-75 & SF Resolution 7553 |
| 2e | Burning, Burying, Dumping Or Otherwise Disposing Of Any Solid Waste Or Recyclables Within The City Council | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§70-79 & SF Resolution 7553 |
| 2f | Entering Private Property Beyond The Extent Necessary To Collect The Solid Waste Or Recyclables Properly Placed For Collection, Or Beyond The Extent Necessary To Provide Agreed Upon Special Collection Service | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§70-80 & SF Resolution 7553 |
| 2g | Permitting An Accumulation Of Rubbish On Property So As To Create A Nuisance | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§70-87 & SF Resolution 7553 |
| 2h | Use Of A Cardboard Or Paper Or Plastic Bag Or Otherwise Unauthorized Container As A Receptacle For Solid Waste; Or The Unauthorized Placement Of A Container Or Receptacle For The Collection Of Solid Waste Recyclables | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§70-88 & SF Resolution 7553 |
| 2i | Interfering With The Collection Or Disposal Of Solid Waste Or Recyclables By Any Person Authorized By The City Council To Perform The Collection Of Such Solid Waste Or Recyclables | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§70-89 & SF Resolution 7553 |
| 3 | Article VII. Residential Solid Waste Recycling and Green Waste Collection | | | | | |
| 3a | The Placement Of Waste Containers By Residential Householders In Violation Of Regulations Or During Restricted Times | 50 | 100 | 200 | 10% (AIMS Maintenance Surcharge) | SFCC§70-103 & SF Resolution 7553 |
| 3b | Failure To Satisfy Specifications For Commercial And Industrial Containers | 50 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§70-123 & SF Resolution 7553 |

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V. POLICE DEPARTMENT

| J. GENERAL BAIL SCHEDULE – CHAPTER 70: SOLID WASTE | | | | | | |
|--|--|----------------------|-----------------------|----------------------|----------------------------------|----------------------------------|
| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
| 3c | Failure To Replace Solid Waste And/Or Recyclable Containers Upright, Where Found With Lids Closed; Or Breaking, Damaging, Roughly Handling Or Destroying Such Containers Placed On The Premises Of A Commercial/ Industrial Business Owner; Or Failure By A Commercial/Industrial Business Owner To Replace Any Container Which Has Defects Likely To Hamper Or Injure The Person Collecting The Contents Thereof Or Injure The Public Generally | 50 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§70-124 & SF Resolution 7553 |
| K. GENERAL BAIL SCHEDULE – CHAPTER 74: STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES | | | | | | |
| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
| 1 | Article I. In General | | | | | |
| 1a | Depositing Unlawful Deposits | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-5 & SF Resolution 7553 |
| 1b | Failure To Replace Material Falling From A Vehicle | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-7 & SF Resolution 7553 |
| 1c | Failure To Comply With Restrictions Related To Windborne Or Printed Matter | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-8 & SF Resolution 7553 |
| 2 | Article IV. Obstructions and Encroachments | | | | | |
| 2a | Allowing Trees Or Brush To Interfere With Passage Of Pedestrians Or Vehicles | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-186 & SF Resolution 7553 |
| 2b | Failure To Trim Trees And Brush | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-187 & SF Resolution 7553 |
| 2c | Allowing Vegetation To Exist Upon The Sidewalk And Obstruct Passage Of Pedestrians | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-188 & SF Resolution 7553 |
| 2d | Allowing Waste Material To Obstruct Pedestrians Or Vehicles | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-189 & SF Resolution 7553 |
| 2e | Placing Articles For Sale And For Sale Signs On Sidewalks | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-190 & SF Resolution 7553 |
| 2f | Placing Containers On Sidewalks | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-191 & SF Resolution 7553 |
| 2g | Placing Ornamental Trees, Shrubs, And Flowers, On Sidewalks Without City Council Approval | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-192 & SF Resolution 7553 |

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K. GENERAL BAIL SCHEDULE – CHAPTER 74: STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|----------------------------------|
| 2h | Placing Poles, Hydrants, Or Signs On A Sidewalk Or Roadway Without City Council Approval | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-193 & SF Resolution 7553 |
| 2i | Using A Sidewalk Or Roadway Without Approval By The City Council, The Administrative Officer Or The Administrative Officer's Designee | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-196 & SF Resolution 7553 |
| 2j | Painting, Marking Or Defacing A Sidewalk | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-198 & SF Resolution 7553 |
| 2k | Violating Regulations Pertaining To Publication Vending Machines On Public Property | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-228 & SF Resolution 7553 |
| 2l | Installing, Using Or Maintaining A Publication Vending Machine Without A Permit | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§74-229 & SF Resolution 7553 |
| 3 | Article V. Numbering Buildings | | | | | |
| 3a | Failure To Properly Number Entrances From The Public Streets | 50 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§74-273 & SF Resolution 7553 |
| 3b | Failure To Properly Number Buildings And Remove Improper Numbers Upon Notice | 50 | 200 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§74-274 & SF Resolution 7553 |

L. GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|----------------------------------|
| 1 | Article I. In General | | | | | |
| 1a | Disobedience to police and fire officials directing traffic | 110 | | | | SFCC§90-3 & SF Resolution 7553 |
| 1b | Bicycle or skater clinging to moving vehicles | 45 | | | | SFCC§90-7 & SF Resolution 7553 |
| 1c | Operating Or An Advertising Vehicle Equipped With A Sound-Amplifying Or Loud-Speaking Device Upon Any Street Or Alley At Any Time Within The Central Traffic District | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§90-9 & SF Resolution 7553 |
| 2 | Article III. Operation of Vehicles | | | | | |
| 2a | Vehicles emerging from driveway not stopping | 45 | | | | SFCC§90-159 & SF Resolution 7553 |
| 2b | Driving through funeral procession | 45 | | | | SFCC§90-160 & SF Resolution 7553 |
| 2c | Driving on new pavement or freshly painted sign marked by barrier | 110 | | | | SFCC§90-162 & SF Resolution 7553 |
| 2d | Driving in or from unauthorized entrances and exists on limited access roadways | 45 | | | | SFCC§90-163 & SF Resolution 7553 |
| 2e | Yield right of way at intersections | 60 | | | | SFCC§90-165 & SF Resolution 7553 |
| 2f | Stopping at railroad crossing where posted | 60 | | | | SFCC§90-166 & SF Resolution 7553 |

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L. GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|--|
| 3 | Article IV. Stopping, Standing and Parking | | | | | |
| 3a | Stopping or parking in parkways | 40 | | | | SFCC§90-197 & SF Resolution 7553 |
| 3b | Parking A Vehicle Upon Any Street Or Alley For More Than A Consecutive Period Of 72 Hours | 125 | 250 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§90-198(A) & SF Resolution 7553 |
| 3c | Parking for purpose of repair | 60 | | | | SFCC§90-199 & SF Resolution 7553 |
| 3d | Parking on left-hand side of roadway | 50 | | | | SFCC§90-200 & SF Resolution 7553 |
| 3e | Parking of vehicles outside angle parking lines | 40 | | | | SFCC§90-201 & SF Resolution 7553 |
| 3f | Parking adjacent to schools where posted | 40 | | | | SFCC§90-202 & SF Resolution 7553 |
| 3g | Parking prohibited in specified places when signs, etc., erected | 50 | | | | SFCC§90-205 & SF Resolution 7553 |
| 3h | Emergency no parking signs | 40 | | | | SFCC§90-208 & SF Resolution 7553 |
| 3i | Curb markings to indicate parking, etc., regulations. Red | 60 | | | | SFCC§90-210(a)(1) & SF Resolution 7553 |
| 3j | Curb markings to indicate parking, etc., regulations. Yellow | 45 | | | | SFCC§90-210(a)(2) & SF Resolution 7553 |
| 3k | Curb marking to indicate parking, etc., regulations. White | 45 | | | | SFCC§90-210(a)(3) & SF Resolution 7553 |
| 3l | Curb marking to indicate parking, etc., regulations. Green | 45 | | | | SFCC§90-210(a)(4) & SF Resolution 7553 |
| 3m | One hour parking limitation-in central traffic district: exceptions | 60 | | | | SFCC§90-211(a) & SF Resolution 7553 |
| 3n | One hour parking limitations – in business district outside of central traffic district: exceptions | 60 | | | | SFCC§90-211(b) & SF Resolution 7553 |
| 3o | Two hour parking limitation between certain hours | 60 | | | | SFCC§90-212 & SF Resolution 7553 |
| 3p | Muni Parking lot 3 hr limit | 40 | | | | SFCC§90-213 & SF Resolution 7553 |
| 3q | Parking, etc., prohibited in central traffic district between certain hours: exceptions | 60 | | | | SFCC§90-215(a-c) & SF Resolution 7553 |
| 3r | Streets where parking prohibited at all times | 60 | | | | SFCC§90-216 & SF Resolution 7553 |
| 3s | Overnight commercial vehicle parking | 90 | | | | SFCC§90-217 & SF Resolution 7553 |
| 3t | Overnight parking prohibited Arroyo Avenue | 90 | | | | SFCC§90-217(d) & SF Resolution 7553 |
| 3u | Street sweeping violation | 55 | | | | SFCC§90-218 & SF Resolution 7553 |
| 3v | Parking in space marking | 45 | | | | SFCC§90-219(b) & SF Resolution 7553 |

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V. POLICE DEPARTMENT

L. GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|-----|---|----------------------|-----------------------|----------------------|----------------------------------|-------------------------------------|
| 3w | Unhitched trailer: 2 hrs for loading | 110 | | | | SFCC§90-220(a) & SF Resolution 7553 |
| 3x | Parking in yellow loading zones | 40 | | | | SFCC§90-250 & SF Resolution 7553 |
| 3y | Parking in passenger loading zones | 40 | | | | SFCC§90-251 & SF Resolution 7553 |
| 3z | Limitations on stopping, etc., in alleys for purpose of loading and unloading | 50 | | | | SFCC§90-252 & SF Resolution 7553 |
| 3aa | Parking meter zone violation | 45 | | | | SFCC§90-285(a) & SF Resolution 7553 |
| 3bb | Use of slugs in parking meters | 110 | | | | SFCC§90-289 & SF Resolution 7553 |
| 3cc | Parking on private property where posted | 50 | | | | SFCC§90-321 & SF Resolution 7553 |
| 3dd | Parking A Vehicle On Any Unpaved Area Within The Front Yard Setback Of A Residential Lot | 125 | 250 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§90-357 & SF Resolution 7553 |
| 3ee | Parking Or Leaving Standing A Commercial Vehicle Which Exceeds Three-Quarter-Ton Capacity On A Residentially Zoned Lot | 125 | 250 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§90-391(b) & SF Resolution 7553 |
| 3ff | On street handicapped parking | 345 | | | | SFCC§90-421 & SF Resolution 7553 |
| 3gg | Off street handicapped parking | 345 | | | | SFCC§90-422 & SF Resolution 7553 |
| 3hh | Private lot handicapped parking | 345 | | | | SFCC§90-423 & SF Resolution 7553 |
| 3ii | Res. Permit parking one-hour limit | 60 | | | | SFCC§90-458 & SF Resolution 7553 |
| 4 | Article V. Traffic Control Signs, Signals and Devices | | | | | |
| 4a | Obedience to devices | 45 | | | | SFCC§90-489 & SF Resolution 7553 |
| 4b | Right turn against sign | 45 | | | | SFCC§90-497 & SF Resolution 7553 |
| 5 | Article VI. Pedestrians | | | | | |
| 5a | Pedestrian crossing out of crosswalk in business district | 45 | | | | SFCC§90-527 & SF Resolution 7553 |
| 5b | Pedestrian crossing at other than right angle to street | 45 | | | | SFCC§90-528 & SF Resolution 7553 |
| 6 | Article VIII. Abandoned Vehicles | | | | | |
| 6a | Abandoning, Parking, Storing, Leaving Or Permitting The Abandonment Of A Licensed Or Unlicensed Vehicle Or Parts Thereof In An Abandoned, Wrecked, Dismantled, Or Inoperative Condition | 125 | 250 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§90-818 & SF Resolution 7553 |
| 6b | Failure Or Refusal To Remove An Abandoned, Wrecked, Dismantled, Or Inoperative Vehicle Or Parts Thereof Or To Refuse To Abate Such Nuisance When Ordered To Do So | 250 | 500 | 1000 | 10% (AIMS Maintenance Surcharge) | SFCC§90-819 & SF Resolution 7553 |

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L. GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|------------|----------------------------------|
| 7 | Article XI. Schedules | | | | | |
| 7a | One way streets violation | 40 | | | | SFCC§90-943 & SF Resolution 7553 |
| 7b | One way alleys violation | 40 | | | | SFCC§90-944 & SF Resolution 7553 |
| 7c | Streets to be used by commercial vehicles | 50 | | | | SFCC§90-953 & SF Resolution 7553 |

M. GENERAL BAIL SCHEDULE – CHAPTER 98: VEGETATION

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|------------------------------------|
| 1 | Article II. Trees, Shrubs and Plants on Public Property | | | | | |
| 1a | Cutting, Trimming, Pruning, Planting, Removing, Injuring Or Interfering With A Tree, Shrub, Or Plant Upon Any Street, Parkway, Park, Pleasure Ground, Boulevard, Alley Or Public Place Without A Permit | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§98-28 & SF Resolution 7553 |
| 1b | Interfering With The Director Of Public Works Or Persons Acting Under His Authority While Engaged In Planting, Mulching, Pruning, Trimming, Spraying, Treating Or Removing Any Tree, Shrub Or Plant In Any Street, Parkway, Park, Pleasure Ground, Boulevard, Alley Or Public Place | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§98-31 & SF Resolution 7553 |
| 1c | Causing Substance Deleterious To Tree Or Plant Life To Lie, Leak, Pour, Flow Or Drip Upon Or Into The Soil About The Base Of Any Tree, Shrub Or Plant In A Public Place | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§98-32(A) & SF Resolution 7553 |
| 1d | Placing Or Maintaining Any Substance That Impedes The Free Access Of Water And Air To The Roots Of Any Tree, Shrub Or Plant In A Public Place | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§98-32(B) & SF Resolution 7553 |
| 1e | Attach Or Keeping Attached To Any Tree, Shrub Or Plant In Any Street, Parkway, Park, Pleasure Ground, Boulevard, Alley Or Other Public Place In The City Or To The Guard Or Stake Intended For The Protection Thereof Any Wire, Rope, Sign, Or Other Device Whatsoever Without The Permission Of The Director Of Public Works | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§98-33 & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

N. GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|--|
| 1 | Article III. Zones | | | | | |
| 1a | Failure To Comply With The Standards For Signs In The R-1 Single-Family Residential Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-357(2) & SF Resolution 7553 |
| 1b | Failure To Comply With Regulations For Converting Garages Into Dwelling Units. | 1,000 | 1,000 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-358(1.1) & SF Resolution 7553 |
| 1c | Failure To Comply With The Standards For Signs In The R-2 Multiple-Family Dwelling Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-392(3) & SF Resolution 7553 |
| 1d | Failure To Comply With The Standards For Signs In The R-3 Multiple-Family Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-427(3) & SF Resolution 7553 |
| 1e | Failure To Comply With The Provisions Pertaining To Signs For The Zone In Which A Project Is Located | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-458(10) & SF Resolution 7553 |
| 1f | Failure To Comply With The Standards For Signs In The C-1 Limited Commercial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-490(3) & SF Resolution 7553 |
| 1g | Failure To Comply With The Standards For Signs In The C-2 Commercial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-520(3) & SF Resolution 7553 |
| 1h | Failure To Comply With The Standards For Signs In The SC Service Commercial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-551(9) & SF Resolution 7553 |
| 1i | Failure To Comply With The Standards For Signs In The M-1 Limited Industrial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-585(3) & SF Resolution 7553 |
| 1j | Failure To Comply With The Standards For Signs In The M-2 Light Industrial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-615(3) & SF Resolution 7553 |
| 2 | Article V. General Development Standards | | | | | |
| 2a | Displaying A Sign Without Required Permits | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-927(A) & SF Resolution 7553 |
| 2b | Causing A Traffic Hazard Or Nuisance By Displaying A Sign That Permits Light To Be Directed Into A Public Right-Of-Way | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-927(B) & SF Resolution 7553 |
| 2c | Failure To Remove A Sign From A Vacant Business | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-927(C) & SF Resolution 7553 |
| 2d | Failure To Maintain A Sign In Good Repair | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-927(D) & SF Resolution 7553 |
| 2e | Display Of A Nonconforming Sign | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-927(E) & SF Resolution 7553 |
| 2f | Display Of An A-Frame Or Sandwich-Board Advertising Sign | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(1) & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

N. GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|---|----------------------|-----------------------|----------------------|----------------------------------|---------------------------------------|
| 2g | Display Of A Flashing Or Scintillating Advertising Sign | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(2) & SF Resolution 7553 |
| 2h | Display Of A Painted Advertising Sign | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(3) & SF Resolution 7553 |
| 2i | Display Of Devices Dispensing Bubbles And Free-Floating Particles Of Matter | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(4) & SF Resolution 7553 |
| 2j | Display Of An Advertising Sign Or Other Device In A Public Place, Except As May Be Required By Ordinance Or Law | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(5) & SF Resolution 7553 |
| 2k | Display Of A Device Projecting, Or Otherwise Reproducing, The Image Of An Advertising Sign Or Message Or Any Surface Or Object | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(6) & SF Resolution 7553 |
| 2l | Failure To Comply With Regulations Pertaining To Display Of A Vehicle Advertising Sign | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(7) & SF Resolution 7553 |
| 2m | Failure To Comply With Regulations Pertaining To Display Of An Outdoor Advertising Sign | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(8) & SF Resolution 7553 |
| 2n | Display Of Subdivision Directional Advertising Signs | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(9) & SF Resolution 7553 |
| 2o | Display Of Roof Advertising Signs | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(10) & SF Resolution 7553 |
| 2p | Display Of Home Occupation Advertising Signs | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-930(11) & SF Resolution 7553 |
| 2q | Failure To Comply With Regulations Pertaining To Display Of Real Estate Advertising Signs In An R-1 Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(1)A & SF Resolution 7553 |
| 2r | Failure To Comply With Regulations Pertaining To The Display Of Real Estate Advertising Signs In An R-2 Or R-3 Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(1)B & SF Resolution 7553 |
| 2s | Failure To Remove Real Estate Advertisement Signs Within Seven Days After The Close Of Escrow Or Cancellation Of The Sales Or Lease Agreement In A Residential Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(1)C & SF Resolution 7553 |
| 2t | Failure To Comply With Restrictions On The Display Of Flags, Streamers, Pennants, Lean-In, Directional Real Estate Advertising Signs In A Residential Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(1)D & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

N. GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|-----|--|----------------------|-----------------------|----------------------|----------------------------------|---|
| 2u | Exceeding The Number And Type Of Real Estate Advertising Signs Permitted To Be Displayed In Commercial And Industrial Zones | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(2)A & SF Resolution 7553 |
| 2v | Displaying A Real Estate Advertising Sign In Excess 50 Square Feet Per Sign In Commercial Zones Or 100 Square Feet In Industrial Zones | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(2)B & SF Resolution 7553 |
| 2w | Displaying A Real Estate Advertising Sign In Violation Of Setback Requirements For Commercial And Industrial Zones | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(2)C & SF Resolution 7553 |
| 2x | Displaying A Real Estate Advertising Sign Extended Above The Roofline Or Parapet Wall Of A Building In Commercial Or Industrial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(2)D & SF Resolution 7553 |
| 2y | Displaying A Real Estate Advertising Sign With Advertising Copy Not Pertaining To The Premises Upon Which The Sign Is Located | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(2)E & SF Resolution 7553 |
| 2z | Displaying A Real Estate Advertising Sign Beyond 15 Days After The Close Of Escrow Or Cancellation Of The Sales Or Lease Agreement | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(2)F & SF Resolution 7553 |
| 2aa | Displaying A Real Estate Advertising Sign In Violation Of Restrictions Applicable To Commercial And Industrial Zones | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-931(2)G & SF Resolution 7553 |
| 2bb | Displaying An Identification Sign In Violation Of Restrictions For Residential Zones | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-932(A) & SF Resolution 7553 |
| 2cc | Displaying More Than Two (2) Identification Signs For Nonresidential Purposes In A Residential Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-932(B)(1) & SF Resolution 7553 |
| 2dd | Displaying Identification Signs For Nonresidential Purposes That Exceed The Total Sign Area Per Lot Limitations For Residential Zones | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-932(B)(2) & SF Resolution 7553 |
| 2ee | Displaying A Freestanding Identification Sign For Nonresidential Purposes In Excess Of Four Feet In Height In A Residential Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-932(B)(3) & SF Resolution 7553 |
| 2ff | Displaying An Identification Sign Affixed To A Building, Extending More Than Three (3) Feet Above The Roofline Or Parapet Wall Of The Building In A Residential Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-932(B)(4) & SF Resolution 7553 |

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V. POLICE DEPARTMENT

N. GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|-----|---|----------------------|-----------------------|----------------------|----------------------------------|---|
| 2gg | Displaying An Identification Sign In Violation Of Restrictions And Regulations For Such Signs In A Residential Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-932(B)(5) & SF Resolution 7553 |
| 2hh | Displaying A Business Sign In Violation Of Restrictions On Total Sign Area For Businesses In A Commercial Or Industrial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-933(1) & SF Resolution 7553 |
| 2ii | Displaying A Freestanding Monument Business Sign In Excess Of Height And Or Surface Area Restrictions In A Commercial Or Industrial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-933(2) & SF Resolution 7553 |
| 2jj | Displaying A Canopy Business Sign In Violation Of Regulations In A Commercial Or Industrial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-933(3) & SF Resolution 7553 |
| 2kk | Displaying A Business Wall Sign In Violation Of Regulations In A Commercial Or Industrial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-933(4) & SF Resolution 7553 |
| 2ll | Displaying An Electronic Message Center Business Sign In Violation Of Regulations In A Commercial Or Industrial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-933(5) & SF Resolution 7553 |
| 2mm | Displaying A Business Sign In A Commercial Or Industrial Zone, Affixed To A Building And Which Projects Into An Existing Or Future Right-Of-Way In Violation Of Regulations | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-933(6) & SF Resolution 7553 |
| 2nn | Displaying A Revolving Business Sign In A Commercial Or Industrial Zone Without A Conditional Use Permit | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-933(7)A & SF Resolution 7553 |
| 2oo | Displaying A Super Graphic Business Sign In A Commercial Or Industrial Zone Without A Conditional Use Permit | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-933(7)B & SF Resolution 7553 |
| 2pp | Displaying A Business Sign In A Commercial Or Industrial Zone In Violation Of Applicable Sign Restrictions | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-933(8) & SF Resolution 7553 |
| 2qq | Displaying A Permanent Business Window Sign In A Commercial Or Industrial Zone In Violation Of Regulations | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-933(9) & SF Resolution 7553 |
| 2rr | Displaying A Streamer, Banner, Pennant, Or Similar Display In Violation Of Restrictions For Residential Zones | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-934(A) & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

N. GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|------|---|----------------------|-----------------------|----------------------|----------------------------------|---|
| 2ss | Displaying A Streamer, Banner, Pennant, Whirling Device, Flag Or Similar Object In Violation Of Regulations In A Commercial Or Industrial Zone | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-934(B) & SF Resolution 7553 |
| 2tt | Displaying An Automobile Service Station Sign In Excess Of Limitations On Total Sign Area | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-936(A) & SF Resolution 7553 |
| 2uu | Displaying A Sign Advertising The Sale Of An Automobile, Recreation Vehicle, Travel Trailer, Truck, Or Trailer In Excess Of Limitations On Total Sign Area, Or Displaying Such A Sign Without Prior Approval From The Planning Commission | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-936(B) & SF Resolution 7553 |
| 2wv | Displaying A Hospital Sign That Has Not Been Approved By The Planning Commission | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-936(C) & SF Resolution 7553 |
| 2ww | Displaying A Freestanding Sign Without A Permit | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-937(A) & SF Resolution 7553 |
| 2xx | Displaying A Sign Or Sign Support Structure Not In Compliance With Requirements Specified In The Applicable City Of Los Angeles Uniform Building Code Adopted By The City Council By Reference | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-938 & SF Resolution 7553 |
| 2yy | Failure To Properly Display A Sign Containing The Street Address Of The Structure In Compliance With Applicable Requirements For Residential, Commercial And Manufacturing Zones | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-939 & SF Resolution 7553 |
| 2zz | Displaying Any Advertising Or Promotion Of Alcoholic Beverages In Violation Of Applicable Regulations | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-940(C)(1) & SF Resolution 7553 |
| 2aaa | Displaying Any Advertising Or Promotion Of Tobacco Products In Violation Of Applicable Regulations | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-941(C)(1) & SF Resolution 7553 |
| 3 | Article VI. General Regulations | | | | | |
| 3a | Buildings or other structures, or portions thereof, that is partially constructed or destroyed or allowed to remain in a state of partial construction or destruction for an unreasonable period of time. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(2) & SF Resolution 7553 |
| 3b | Real property, or any building or structure thereon, that is abandoned, uninhabited, or vacant for a period of more than six months. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(3) & SF Resolution 7553 |

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V. POLICE DEPARTMENT

N. GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|--|
| 3c | Abandoned personal property that is visible from public or private property. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(4) & SF Resolution 7553 |
| 3d | Interior portions of buildings or structures (including, but not limited to attics, ceilings, walls floors, basements, mezzanines, and common areas) that are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a decrease in property values, or where such condition otherwise violates, or is contrary to, or other provisions of the city code, or state law. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(5) & SF Resolution 7553 |
| 3e | Exterior portions of buildings or structures (including, but not limited to, roofs, balconies, decks, fences, stairs, stairways, walls, signs and fixtures), as well as sidewalks, driveways and parking areas, that are maintained in a condition of dilapidation | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(6) & SF Resolution 7553 |
| 3f | Clothes lines in front or side yard areas. | 75 | 250 | 500 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(7) & SF Resolution 7553 |
| 3g | Obstructions of any kind, cause or form that interfere with light or ventilation for a building, or that interfere with, impede, delay or get in the way of building or structure ingress and egress. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(8) & SF Resolution 7553 |
| 3h | Broken, defective, damaged, dilapidated, or missing windows, doors or vents in a building or structure, and/or broken, defective, damaged, dilapidated, or missing screens for windows, doors, or crawl spaces in a building or structure. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(9) & SF Resolution 7553 |
| 3i | Windows or doors that remain boarded up or sealed after ten calendar days of written city notice to a responsible person requesting the removal of these coverings and the installation of fully functional and operable windows or doors. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(10) & SF Resolution 7553 |
| 3j | Overgrown vegetation | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(11) a-e & SF Resolution 7553 |

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V. POLICE DEPARTMENT

N. GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|--|
| 3k | Dead, decayed, diseased or hazardous trees, weeds, ground cover, and other vegetation, or the absence of live and healthy vegetation, that causes, contributes to, or promotes, any one of the following conditions or consequences: An attractive nuisance. A fire hazard. The creation or promotion of dust or soil erosion. A decrease in property values. A detriment to public health, safety or welfare. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(12) & SF Resolution 7553 |
| 3l | Items of junk, trash, debris or other personal property that are kept, placed, or stored inside of a structure or on exterior portions of real property that constitute a fire or safety hazard or a violation of any provision of this Code, or items of junk, trash, debris, or other personal property that are visible from public property or adjoining private real property, or that are otherwise out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a decrease in property values. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(14) & SF Resolution 7553 |
| 3m | Garbage cans, yard waste containers, and recycling containers that are kept, placed or stored in front or side yards and visible from public property, except at times and places that solid or yard waste, or recyclables, are scheduled for collection by the city or its permitted collector(s). | 250 | 00 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(15) & SF Resolution 7553 |
| 3n | Accumulation of combustibles or other materials including, but not limited to, composting, firewood, junk, lumber, packing boxes, pallets, plant cuttings, tree trimmings or wood chips, in interior or exterior areas of building or structures. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(16) a-f & SF Resolution 7553 |

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V. POLICE DEPARTMENT

N. GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|--|
| 3o | Vehicles, construction equipment, or other machinery exceeding the permissible gross vehicle weight for the streets or public property upon which they are located. A nuisance also exists under this provision when a vehicle, construction equipment, or other machinery is stopped, kept, placed, parked, or stored on private real property and when such vehicle, equipment, or machinery exceeds the permissible gross vehicle weight for the streets or public property that were utilized in its placement on said private real property unless pursuant to a valid permit issued by the city. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(17) & SF Resolution 7553 |
| 3p | Any equipment, machinery, or vehicle of any type or description that is designed, used, or maintained for construction-type activities that is kept, parked, placed, or stored on public or private real property except when such item is being used during excavation, construction, or demolition operations at the site where said equipment, machinery, or vehicle is located pursuant to an active permit issued by the city. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(18) & SF Resolution 7553 |
| 3q | Abandoned, dismantled, inoperable or wrecked boats, campers, motorcycles, trailers, vehicles, or parts thereof, unless kept, placed, parked, or stored inside of a completely enclosed, lawfully constructed building or structure. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(19) & SF Resolution 7553 |
| 3r | Vehicles, trailers, campers, boats, recreational vehicles, and/or other mobile equipment parked or stored in violation of any provision of this Code. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(20) & SF Resolution 7553 |
| 3s | Maintenance of signs, banners, streamers, pennants, or sign structures, on real property relating to uses no longer lawfully conducted or products no longer lawfully sold thereon, or signs and their structures that are in disrepair or which are otherwise in violation of, or contrary to this chapter and any other sections of the city code. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(21) & SF Resolution 7553 |

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N. GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|----|--|----------------------|-----------------------|----------------------|----------------------------------|--|
| 3t | Specialty structures that have been constructed for a specific use, and which are unfeasible to convert to other uses, and which are abandoned, partially destroyed or are allowed to remain in a state of partial destruction or disrepair. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(22) & SF Resolution 7553 |
| 3u | Any personal property, building, or structure that obstructs or encroaches on any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way unless a valid encroachment permit has been issued authorizing said encroachment or obstruction. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(23) & SF Resolution 7553 |
| 3v | Causing, maintaining, suffering or permitting graffiti or other defacement of real or personal property, as defined in chapter 50, article VII of this Code, to be present or remain on a building, structure or vehicle, or portion thereof that is visible from a public right-of-way or from adjoining public or private real property. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(24) & SF Resolution 7553 |
| 3w | Storage of hazardous or toxic materials or substances on real property, as so classified by any local, state or federal laws or regulations, in such a manner as to be injurious, or potentially injurious or hazardous, to the public health, safety or welfare, or to adjacent properties, or that otherwise violates local, state or federal laws or regulations. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(25) & SF Resolution 7553 |
| 3x | Failure to provide and maintain adequate weather protection to structures or buildings, so as to cause, or tend to cause or promote, the existence of cracked, peeling, warped, rotted, or severely damaged paint, stucco or other exterior covering. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(26) & SF Resolution 7553 |
| 3y | Any discharge of any substance or material, other than storm water, which enters, or could possibly enter, the city's storm sewer system in violation of the city code. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(28) & SF Resolution 7553 |
| 3z | Maintenance of any tarp or similar covering on, or over, any roof of any structure, except during periods of active rainfall, or when specifically permitted under an active building permit. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(30) & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

N. GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

| # | Description of Code Section Violations | Bail – First Offense | Bail – Second Offense | Bail – Third Offense | Additional | Authority |
|-----|--|----------------------|-----------------------|----------------------|----------------------------------|--|
| 3aa | Maintenance of any tarp or similar covering on, over or across any fence, wall or other structure and used as screening material or for any other purpose, except when specifically permitted under an active building permit. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(31) & SF Resolution 7553 |
| 3bb | Unsanitary, polluted or unhealthful pools, ponds, standing water or excavations containing water, whether or not they are attractive nuisances but which are nevertheless likely to harbor mosquitoes, insects or other vectors. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(31) & SF Resolution 7553 |
| 3cc | Maintenance of premises so out of harmony or conformity with the maintenance standards of properties in the vicinity as to cause, or that tends to cause, substantial diminution of the enjoyment, use, or property values of such properties in the vicinity. | 250 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(32) & SF Resolution 7553 |
| 3dd | Any "unsafe building" or "unsafe structure" as defined by the city building code. | 250 | 500 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(d) & SF Resolution 7553 |
| 3ee | Any building or structure used by any person to engage in acts which are prohibited pursuant to the laws of the United States or the State of California, the provisions of this Code, or any other ordinance of this city | 500 | 750 | 1,000 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1143(e) & SF Resolution 7553 |
| 3ff | Conducting Automotive Repair In Commercial And Industrial Zones In Violation Of Regulations | 200 | 500 | 750 | 10% (AIMS Maintenance Surcharge) | SFCC§106-1307 & SF Resolution 7553 |

O. COMMUNITY PRESERVATION

| # | Description | Fee | Unit | Conditions/ Justification | Additional | Authority |
|---|--|-----|------|---------------------------|------------|--------------------|
| 1 | Special Enforcement Procedure To Comply With Community Preservation Orders That Apply To Inspections Of Violation Of The City Code | 19 | Each | | | SF Resolution 7553 |
| 2 | Swap Meet Exhibitor Daily License Inspection/Compliance | 12 | Each | | | SF Resolution 7553 |

P. VEHICLE CODE VIOLATIONS

| # | Description | Fee | Unit | Conditions/ Justification | Authority |
|---|------------------------------|-----|------|---------------------------|------------------------------------|
| 1 | Expired Vehicle Registration | 60 | | | VC§4000(a)(1) & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

| P. VEHICLE CODE VIOLATIONS | | | | | |
|--------------------------------------|---|----------------|------|---|------------------------------------|
| # | Description | Fee | Unit | Conditions/ Justification | Authority |
| 2 | Displaying of license plates | 48 | | | VC§5200 & SF Resolution 7553 |
| 3 | License Plate: Improper position | 48 | | | VC§5201 & SF Resolution 7553 |
| 4 | No License Plate displayed | 48 | | | VC§5202 & SF Resolution 7553 |
| 5 | Tags | 48 | | | VC§5204(a) & SF Resolution 7553 |
| 6 | No stop/parking posted | 45 | | | VC§21461 & SF Resolution 7553 |
| 7 | Fire lane/Res. Area | 110 | | | VC§22500.1 & SF Resolution 7553 |
| 8 | No Parking/Stop Within Intersection | 70 | | | VC§22500(a) & SF Resolution 7553 |
| 9 | Parking on a crosswalk | 70 | | | VC§22500(b) & SF Resolution 7553 |
| 10 | No Parking/Stop: Safety Zone when posted | 30 | | | VC§22500(c) & SF Resolution 7553 |
| 11 | Parking on driveway | 70 | | | VC§22500(e) & SF Resolution 7553 |
| 12 | Parking on sidewalk | 70 | | | VC§22500(f) & SF Resolution 7553 |
| 13 | Block Excavation | 30 | | | VC§22500(g) & SF Resolution 7553 |
| 14 | Double parking | 70 | | | VC§22500(h) & SF Resolution 7553 |
| 15 | Posted bus zone | 270 | | | VC§22500(i) & SF Resolution 7553 |
| 16 | Blocking disabled access ramp | 345 | | | VC§22500(l) & SF Resolution 7553 |
| 17 | 18in from curb + | 45 | | | VC§22502(a) & SF Resolution 7553 |
| 18 | Posted no parking anytime | 45 | | | VC§22505(b) & SF Resolution 7553 |
| 19 | Disable Parking across angled blue lines | 335 | | | VC§22507.8(c) & SF Resolution 7553 |
| 20 | Fire hydrant | 50 | | | VC§22514 & SF Resolution 7553 |
| 21 | Unattended vehicle | 40 | | | VC§22515 & SF Resolution 7553 |
| 22 | Open vehicle door to traffic | 45 | | | VC§22517 & SF Resolution 7553 |
| 23 | Disabled ramp | 345 | | | VC§22522 & SF Resolution 7553 |
| 24 | Abandoned vehicle | 125 | | | VC§22523(a) & SF Resolution 7553 |
| 25 | No parking/stop: Vehicular crossing | 30 | | | VC§23333 & SF Resolution 7553 |
| 26 | Cracked Windshield | 45 | | | VC§26710 & SF Resolution 7553 |
| Q. REMITTED TO COUNTY OF LOS ANGELES | | | | | |
| # | Description | Fee | Unit | Conditions/ Justification | Authority |
| 1 | County/State – Handicap State Linkage Fee | 2 per every 10 | | On fine/ forfeiture imposed | PC§1465.5 & SF Resolution 7553 |
| 2 | State Share Parking | Varies | | 50% Registration and Equipment Violations | VC§40225(d) & SF Resolution 7553 |
| 3 | County – Bail Increases | Varies | | September 16, 1988 to July 1, 1992 | PC§1463.28 & SF Resolution 7553 |
| 4 | County – Bail Increases | Varies | | September 16, 1988 to July 1, 1992 | VC§40200.3 & SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

| V. POLICE DEPARTMENT | | | | | |
|------------------------------|---|--------|--------------|--|--------------------------------|
| R. CONTRACT DUTY | | | | | |
| # | Description | Fee | Unit | Conditions/ Justification | Authority |
| 1 | Contract Duty for Long-Term Special Police Services Related to the San Fernando Swap Meet | 78 | Hour | Flat Rate | SF Resolution 7553 |
| 2 | Contract Duty for Special Police Services | | | | |
| 2a | Officer | 77 | Hour | | SF Resolution 7553 |
| 2b | Supervisor | 98 | Hour | | SF Resolution 7553 |
| S. MISCELLANEOUS FEES | | | | | |
| # | Description | Fee | Unit | Conditions/ Justification | Authority |
| 1 | Vehicle Release | 80 | Each | Collected at Tow Yard | SF Resolution 7553 |
| 2 | Fingerprints | | | | |
| 2a | Livescan | 25 | Each | | SF Resolution 7553 |
| 2b | Ink Roll | 25 | Each | | SF Resolution 7553 |
| 2c | Additional Ink Roll Card | 10 | Each | | SF Resolution 7553 |
| 2d | Purchase Of Blank Ink Roll Card | 8 | Each | | SF Resolution 7553 |
| 3 | Court Commitment | | | | |
| 3a | Application Fee | 50 | Each | Non-Refundable | SF Resolution 7553 |
| 3b | Daily Rate | 100 | Daily | Non-Refundable | SF Resolution 7553 |
| 4 | Law Enforcement Clearance Letters | 30 | Each | Includes: Local Records Checks, Preparing Clearance Letter, Reproduction, File | SF Resolution 7553 |
| 5 | Application for Request for Police Reports, Audio Recordings, Photographs on CD, and Duplicate Copies | 20 | Each | Non-Refundable | SF Resolution 7553 |
| 6 | Police Certification Requests | 15 | Each | | SF Resolution 7553 |
| 7 | Vehicle Identification Number Verification | 45 | Each | | SF Resolution 7553 |
| 8 | Vehicle Inspection | 20 | Each | | SF Resolution 7553 |
| 9 | Administrative Processing Fee | | | | |
| 9a | Vehicle Administrative Processing Fee | 50 | Each | | SF Resolution 7553 |
| 9b | Administrative Processing Fee | 10 | Each | | SF Resolution 7553 |
| 9c | Parking Appeal Administrative Processing Fee | 25 | Each | | SF Resolution 7553 |
| 10 | Driving Under the Influence Cost Recovery Program | Varies | Per Incident | Up to \$12,000 Includes On-Scene and Off-Scene Costs | GC\$53156 & SF Resolution 7553 |
| 11 | Booking and Processing Fee | 135 | Each | Flat Fee | GC\$29550 – 29550.3 |

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

| T. GRAFFITI REMOVAL PARTNER PROGRAM | | | | | |
|-------------------------------------|--|----------------------|-----------------------|---|--------------------|
| # | Description | Fee | Unit | Special Condition | Authority |
| 1 | Graffiti Removal From Private Property Up To Height Of 12' | Actual Cost Per Site | Maximum Height Of 12' | Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official | SF Resolution 7553 |
| 2 | Graffiti Removal From Private Property At Height Exceeding 12' | Actual Cost Per Site | Removal Over 12' | Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official | SF Resolution 7553 |
| 3 | Sidewalk Pressure Washing | Actual Cost Per Site | Hourly Rate | Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official | SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

VI. PUBLIC WORKS DEPARTMENT

- Any services provided by the Public Works Department not listed below shall be charged at the actual cost to provide services
- Processing and Review fees are non-refundable. These fees include administrative and engineering staffing costs. After six months, all other fees are non-refundable per Section 2-681 of the San Fernando City Code.
- For more complex events or permits, staff will prepare a cost estimate based on the fee schedule.
- Base fees are typical staff time, materials required, and market rate for consultant costs.
- Inspections, which require additional staff time shall require payment of additional fee, based on actual labor cost.
- Fees are due paid in full upon issuance of permit, prior to start of work or event.

A. ENCROACHMENT PERMIT (Dumpster or Other)

| # | Description | Base Fee | Unit | Conditions | Authority |
|----|--|--|---------------------|--|--------------------|
| 1 | Dumpster For Residential Area | 73 | Lump Sum | Permit Good For A Maximum Of 14 30 Days | SF Resolution 7553 |
| 2 | Dumpster For Commercial Area | 73 | Lump Sum | Permit Good For A Maximum Of 14 30 Days | SF Resolution 7553 |
| 3 | Right-of-Way Encroachments | | | | SF Resolution 7553 |
| 3a | Sidewalk – 30 Days | 95 | Per Each Block Side | | SF Resolution 7553 |
| 3b | Street Closure Without Traffic Signals | 350 | Per Block/Per Day | | SF Resolution 7553 |
| 3c | Street Closure With Traffic Signals | 622 | Per Block/Per Day | | SF Resolution 7553 |
| 3d | Parking Stall, No Meter | 5 (if applicable) + Staff Cost | Per Stall | Includes Parking Lot Maintenance Fee; See Section L. Professional Services for Staff Cost (time involved determined on case-by-case basis) | SF Resolution 7553 |
| 3e | Parking Stall, Metered | Loss of Meter Revenue + 5 (if applicable) + Staff Cost | Per Stall | Includes Loss of Meter Revenue + Parking Lot Maintenance Fee; See Section L. Professional Services for Staff Cost (time involved determined on case-by-case basis) | SF Resolution 7553 |

B. HOUSE MOVING/ WIDE LOAD PERMIT

| # | Description | Base Fee | Unit | Conditions | Authority |
|---|---------------------------------|----------|------|--|--------------------|
| 1 | House Moving / Wide Load Permit | 146 | Each | Additional Costs for Police, Road Closure or Utilities Relocation may also be required | SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

VI. PUBLIC WORKS DEPARTMENT

| C. CERTIFICATE OF SEWER CONNECTION/SEWER DYE TEST | | | | | |
|---|---|---------------|-------------|---|--------------------|
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Certificate Of Sewer Connection/Sewer Dye Test | 173 | Each | Minimum fee for Staff Review and Testing to Verify Connections and Leaks. Verify Each Connection; Includes Processing Fee \$73, Labor Fee \$50, and Materials \$50 | SF Resolution 7553 |
| D. DRAIN SWIMMING POOL | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Drain Swimming Pool | 123 | Lump Sum | Minimum Fee for Staff Review and Testing | SF Resolution 7553 |
| E. CONSTRUCTION INSPECTION | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Sidewalk, Driveway Approaches | | | | |
| 1a | Processing and Review Fee for Construction Permit | 36 | Each | | SF Resolution 7553 |
| 1b | Residential | 3.90 | Square Foot | Minimum Inspection Fee of \$75 | SF Resolution 7553 |
| 1c | Commercial | 3.90 | First Hour | Minimum Inspection Fee of \$75 | SF Resolution 7553 |
| 2 | Curb And Gutter | | | | |
| 2a | Processing and Review Fee for Construction Permit | 36 | Each | | SF Resolution 7553 |
| 2b | Residential | 4.17 | Linear Foot | Minimum Inspection Fee of \$75 | SF Resolution 7553 |
| 2c | Commercial | 4.17 | Linear Foot | Minimum Inspection Fee of \$75 | SF Resolution 7553 |
| 2d | Curb Drain | 4.17 | Linear Foot | | SF Resolution 7553 |
| F. UTILITY TRENCH EXCAVATION | | | | | |
| # | Description | Base Fee/Fine | Unit | Conditions | Authority |
| 1 | Processing/Review For Utility Trenches | 180 | Lump Sum | Minimum Inspection Fee | SF Resolution 7553 |
| 2 | Inspection For Utility Trenches | 4 | Linear Foot | Trench Width Must Be Less Than Or Equal To 2 Feet | SF Resolution 7553 |
| G. SEWER HOUSE CONNECTION/REPAIR | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Processing/Review for Sewer Connection/Repair | 220 | Lump Sum | | SF Resolution 7553 |
| 2 | Inspection | 4 | Linear Foot | Minimum Inspection Fee | SF Resolution 7553 |
| 3 | Deposit | 10 | Square Foot | Refundable Deposit; Required If Permittee Has No Building Permit | SF Resolution 7553 |
| H. FINAL PARCEL MAP | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Planchek Fee | 3,200 | N/A | Minimum Fee Based on Typical Consultant Cost Plus Staff Cost. If City's Actual Costs Exceeds \$3,200, Actual Consultant Fee Will Be Paid Prior to Final Recordation | SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

| VI. PUBLIC WORKS DEPARTMENT | | | | | | |
|---|--|---------------------------|----------------------|--|---|--------------------|
| H. FINAL PARCEL MAP | | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority | |
| 2 | Additional Fee | 225 | Each | Per Lot | SF Resolution 7553 | |
| I. FINAL TRACT MAP | | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority | |
| 1 | Plancheck Fee | 4,050 | N/A | Minimum Fee; If City's Cost Exceeds, Actual Consultant Fee Will Be Paid Prior To Final Recordation | SF Resolution 7553 | |
| 2 | Additional Fee | 225 | Each | Per Lot | SF Resolution 7553 | |
| J. PUBLICATION VENDING MACHINES / NEWS RACK | | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority | |
| 1 | Annual Permit Fee | 73 | Each | | SF Resolution 7553 | |
| 2 | Inspection Fee | 73 | Each | Inspection Fee For New Installation Of Machine/News Rack | SF Resolution 7553 | |
| K. PUBLIC WORKS IMPROVEMENT PLAN CHECK / REPORT | | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority | |
| 1 | Grading Plan Check For Residential Development | 770 | | Minimum Fee | SF Resolution 7553 | |
| 2 | Grading Plan Check For Commercial Development | 1,130 | | Minimum Fee | SF Resolution 7553 | |
| 3 | Deposit | 3,600 | | Minimum Deposit; Required For Commercial Developments; If City Cost Exceeds, Developer Will Be Billed For Additional Services Provided | SF Resolution 7553 | |
| L. PROFESSIONAL SERVICES | | | | | | |
| # | Description | Hourly Rate with Benefits | Hourly Overtime Rate | Hourly Rate with Benefits plus 35% Administrative Charge | Hourly Overtime Rate plus 35% Administrative Charge | Other |
| 1 | Public Works Director | 105 | N/A | 144 | N/A | SF Resolution 7553 |
| 2 | Public Works Operations Manager | 73 | N/A | 101 | N/A | SF Resolution 7553 |
| 3 | City Engineer | 80 | N/A | 103 | N/A | SF Resolution 7553 |
| 4 | Administrative Analyst | 55 | N/A | 74 | N/A | SF Resolution 7553 |
| 5 | Civil Engineer Assistant II | 73 | 109 | 99 | 147 | SF Resolution 7553 |
| 6 | Office Specialist | 41 | 61 | 55 | 82 | SF Resolution 7553 |
| 7 | Public Works Superintendent | 77 | 116 | 104 | 156 | SF Resolution 7553 |
| 8 | Public Works Field Supervisor II | 63 | 94 | 85 | 127 | SF Resolution 7553 |
| 9 | Public Works Field Supervisor I | 55 | 83 | 74 | 111 | SF Resolution 7553 |
| 10 | Senior Maintenance Worker | 52 | 78 | 70 | 105 | SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

VI. PUBLIC WORKS DEPARTMENT

| L. PROFESSIONAL SERVICES | | | | | | | |
|-----------------------------------|---|---------------------------|----------------------|--|---|-------|--------------------|
| # | Description | Hourly Rate with Benefits | Hourly Overtime Rate | Hourly Rate with Benefits plus 35% Administrative Charge | Hourly Overtime Rate plus 35% Administrative Charge | Other | Authority |
| 11 | Public Works Administrative Coordinator | 46 | 69 | 62 | 93 | | SF Resolution 7553 |
| 12 | Public Works Office Specialist | 50 | 75 | 68 | 101 | | SF Resolution 7553 |
| 13 | Public Works Maintenance Worker | 51 | 76 | 69 | 102 | | SF Resolution 7553 |
| 14 | Public Works Maintenance Helper | 22 | 33 | 30 | 45 | | SF Resolution 7553 |
| 15 | Building Maintenance/ Electrical Helper | 41 | 62 | 55 | 83 | | SF Resolution 7553 |
| 16 | Electrical Supervisor | 68 | 102 | 92 | 138 | | SF Resolution 7553 |
| 17 | Equipment & Materials Supervisor | 67 | 100 | 90 | 135 | | SF Resolution 7553 |
| 18 | Mechanical Helper | 47 | 71 | 63 | 95 | | SF Resolution 7553 |
| 19 | Water/ Backflow Technician | 44 | 66 | 59 | 89 | | SF Resolution 7553 |
| 20 | Meter Technician | 44 | 66 | 59 | 89 | | SF Resolution 7553 |
| 21 | Senior Account Clerk | 40 | 60 | 54 | 81 | | SF Resolution 7553 |
| 22 | Account Clerk | 31 | 47 | 42 | 63 | | SF Resolution 7553 |
| 23 | Clerk – Part Time | 20 | 30 | 27 | 41 | | SF Resolution 7553 |
| M. MISCELLANEOUS FEES | | | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority | | |
| 1 | Inspection Fees After Office Hours | 135 | Hour | Minimum Per Hour | SF Resolution 7553 | | |
| 2 | Research Fee | See Section F | Hour | Minimum Per Hour Rate | SF Resolution 7553 | | |
| 3 | Aerial Photos | | | | SF Resolution 7553 | | |
| 3a | 24" X 36" Plain Paper | 86 | Each | | SF Resolution 7553 | | |
| 3b | 24" X 36" Photo Paper | 108 | Each | | SF Resolution 7553 | | |
| 3c | 36" X 60" Plain Paper | 108 | Each | | SF Resolution 7553 | | |
| 3d | 36" X 60" Photo Paper | 136 | Each | | SF Resolution 7553 | | |
| N. PLAN CHECK AND INSPECTION FEES | | | | | | | |
| # | Estimated Cost of Improvements | Base Fee | Add to Cost | Over | Authority | | |
| 1 | Inspection Fee | | | | | | |
| 1a | 0 – 10,000 | 420 | +8% | 1,000 | SF Resolution 7553 | | |
| 1b | 10,001 – 25,000 | 1,284 | +3.5% | 10,000 | SF Resolution 7553 | | |
| 1c | 25,001 – 40,000 | 1,914 | +3.5% | 25,000 | SF Resolution 7553 | | |
| 1d | 40,001 – 55,000 | 2,544 | +3.5% | 40,000 | SF Resolution 7553 | | |
| 1e | 55,001 – 75,000 | 3,174 | +3.5% | 55,000 | SF Resolution 7553 | | |
| 1f | 75,001 – 100,000 | 4,014 | +3.5% | 75,000 | SF Resolution 7553 | | |

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FY 2014/15 ANNUAL FEE SCHEDULE

VI. PUBLIC WORKS DEPARTMENT

| N. PLAN CHECK AND INSPECTION FEES | | | | | | |
|-----------------------------------|---|-------------|-------------|------------|--------------------|--|
| # | Estimated Cost of Improvements | Base Fee | Add to Cost | Over | Authority | |
| 1g | 100,001 – 250,000 | 5,064 | +2% | 10,000 | SF Resolution 7553 | |
| 1h | 250,000 – 350,000 | 8,664 | +2% | 250,000 | SF Resolution 7553 | |
| 1i | Over 35,000 | 11,064 | +2% | 350,000 | SF Resolution 7553 | |
| 2 | Plan Check Fee | | | | | |
| 2a | 0 – 10,000 | 510 | +8% | 2,500 | SF Resolution 7553 | |
| 2b | 10,001 – 25,000 | 2,310 | +3.5% | 10,000 | SF Resolution 7553 | |
| 2c | 25,001 – 40,000 | 5,730 | +3.5% | 25,000 | SF Resolution 7553 | |
| 2d | 40,001 – 55,000 | 8,160 | +3.5% | 40,000 | SF Resolution 7553 | |
| 2e | 55,001 – 75,000 | 9,960 | +3.5% | 55,000 | SF Resolution 7553 | |
| 2f | 75,001 – 100,000 | 11,880 | +3.5% | 75,000 | SF Resolution 7553 | |
| 2g | 100,001 – 250,000 | 13,680 | +2% | 100,000 | SF Resolution 7553 | |
| 2h | 250,000 – 350,000 | 22,680 | +2% | 250,000 | SF Resolution 7553 | |
| 2i | Over 35,000 | 27,480 | +2% | 350,000 | SF Resolution 7553 | |
| O. EQUIPMENT AND MATERIAL RATES | | | | | | |
| # | Description | Hourly Rate | Unit | Conditions | Authority | |
| 1 | Equipment | | | | | |
| 1a | Dump Truck 5 – 6 Yard | 75 | Each | | SF Resolution 7553 | |
| 1b | 2 Ton Service Truck With Small Tools | 63 | Each | | SF Resolution 7553 | |
| 1c | Backhoe | 78 | Each | | SF Resolution 7553 | |
| 1d | Service, Signal Or Electrical Utility Truck | 24 | Each | | SF Resolution 7553 | |
| 1e | Aerial Lift Truck | 68 | Each | | SF Resolution 7553 | |
| 1f | Sweeper Truck | 63 | Each | | SF Resolution 7553 | |
| 1g | Sewer Truck | 76 | Each | | SF Resolution 7553 | |
| 1h | Compressor With Air Tools | 29 | Each | | SF Resolution 7553 | |
| 1i | Stow Saw | 24 | Each | | SF Resolution 7553 | |
| 1j | Concrete Saw | 29 | Each | | SF Resolution 7553 | |
| 1k | Dump Utility | 29 | Each | | SF Resolution 7553 | |
| 1l | Arrow Boards / Solar | 25 | Each | | SF Resolution 7553 | |
| 1m | Traffic Delineator | 1.63 | Each | | SF Resolution 7553 | |
| 1n | Barricade Bare | 2.17 | Each | | SF Resolution 7553 | |
| 1o | Concrete Mixer | 11.89 | Each | | SF Resolution 7553 | |
| 1p | High Pressure Washer With Trailer | 40 | Each | | SF Resolution 7553 | |
| 1q | Light Tower | 29 | Each | | SF Resolution 7553 | |
| 1r | Portable Generator 6 Kw | 18 | Each | | SF Resolution 7553 | |
| 1s | Large Capacity Mobile Generator | 28 | Each | | SF Resolution 7553 | |

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FY 2014/15 ANNUAL FEE SCHEDULE

VI. PUBLIC WORKS DEPARTMENT

| O. EQUIPMENT AND MATERIAL RATES | | | | | | |
|---|--|--------------|-------------------|---------------------------------------|--------------------|--|
| # | Description | Hourly Rate | Unit | Conditions | Authority | |
| 1t | Chain Saw 20" | 16.24 | Each | | SF Resolution 7553 | |
| 1u | Vibrator Compactor | 24 | Each | | SF Resolution 7553 | |
| 1v | 3" Trash Pump | 26 | Each | | SF Resolution 7553 | |
| 1w | 2" Trash Pump | 20 | Each | | SF Resolution 7553 | |
| 1x | 5 Horsepower Tiller Walk Behind | 20 | Each | | SF Resolution 7553 | |
| 1y | Airless Paint Sprayer | 24 | Each | | SF Resolution 7553 | |
| 1z | 500 Gallon Water Trailer | 24 | Each | | SF Resolution 7553 | |
| 1aa | 5,000 Lb Fork Lift Industrial | 38 | Each | | SF Resolution 7553 | |
| 1bb | Message Board | 175 | Each | Installation, Removal and Programming | SF Resolution 7553 | |
| 1cc | 1690 AM Programming | 150 | Each | Recording and Programming | SF Resolution 7553 | |
| 1dd | Temporary "No Parking" Signs | Market Value | Each | Price Per Sign | SF Resolution 7553 | |
| 1ee | <i>K-Rail (Day)</i> | 5 | Each | | | |
| 1ff | <i>K-Rail (Week)</i> | 20 | Each | | | |
| 1gg | <i>K-Rail (Month)</i> | 50 | Each | | | |
| 2 | Materials | | | | | |
| 2a | Cement | Actual Cost | Cubic Yard | | SF Resolution 7553 | |
| 2b | Slurry | Market Value | Cubic Yard | | SF Resolution 7553 | |
| 2c | Road Base | Market Value | Ton | | SF Resolution 7553 | |
| 2d | Fill Sand | Market Value | Ton | | SF Resolution 7553 | |
| 2e | Temp A/C 800 Cold Mix | Market Value | Ton | | SF Resolution 7553 | |
| 2f | Permanent A/C | Market Value | Ton | | SF Resolution 7553 | |
| P. PUBLIC WORKS TREE SERVICES ON PUBLIC PARKWAY | | | | | | |
| # | Description | Rate | Unit | Conditions | Authority | |
| 1 | Tree Planting – 24" Box | 210 | Each | With Root Barrier | SF Resolution 7553 | |
| 2 | Tree Planting – 36" Box | 750 | Each | With Root Barrier | SF Resolution 7553 | |
| 3 | Tree And Stump Removal – Measured at 60" Height | 18 | Per Diameter Inch | | SF Resolution 7553 | |
| 4 | Stump Removal | 8 | Per Diameter Inch | | SF Resolution 7553 | |
| 5 | Tree Trim – Grid Or Light Trim Not To Exceed 20% Of Tree | 59 | Per Tree | | SF Resolution 7553 | |
| 6 | Palm Tree Trimming | 59 | Per Tree | | SF Resolution 7553 | |
| 7 | Ficus Tree Trimming | 118 | Per Tree | | SF Resolution 7553 | |
| Q. RESIDENTIAL SIDEWALK PARTNER PROGRAM | | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority | |

Red Strikeout indicates prior charge/fee/fine/etc. **Blue Italics** indicates new charge/fee/fine/etc.



FY 2014/15 ANNUAL FEE SCHEDULE

| VI. PUBLIC WORKS DEPARTMENT | | | | | |
|--|--|----------|-------------|--|--------------------|
| Q. RESIDENTIAL SIDEWALK PARTNER PROGRAM | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Sidewalk or Approach | 6 | Square Foot | Only Offered As Funds Remain Available | SF Resolution 7553 |
| R. CITY BANNER AND BUS SHELTER PROGRAM | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Cross Street Banner | | | | |
| 1a | Install And Removal Of Banner | 131 | Each | City Reserves The Right To Review And Approve Content Of Banner | SF Resolution 7553 |
| 1b | Weekly Ad Rate For Display Of Banner | 29 | Each | | SF Resolution 7553 |
| 2 | Vertical Street Pole Banner | | | | SF Resolution 7553 |
| 2a | Install And Removal Single Banner | 16 | Each | City Reserves The Right To Review And Approve Content Of Banner | SF Resolution 7553 |
| 2b | Install And Removal Double Banner On Single Pole | 21 | Each | City Reserves The Right To Review And Approve Content Of Banner | SF Resolution 7553 |
| 2c | Weekly Ad Rate For Display Of Single Banner | 15 | Each | | SF Resolution 7553 |
| 2d | Weekly Ad Rate For Display Of Double Banner On Single Pole | 22 | Each | | SF Resolution 7553 |
| 2e | Install Of Banner Hanging Hardware | 102 | Each | | SF Resolution 7553 |
| 3 | Banner Ads On City Trolley | | | | |
| 3a | Install And Removal Of Single Banner On Exterior | 32 | Each | Applicant To Provide Banner Ads; City Reserves The Right To Review And Approve Content Of Banner | SF Resolution 7553 |
| 3b | Weekly Ad Rate For Display Of Banner | 22 | Each | | SF Resolution 7553 |
| 3c | Weekly Ad Rate For Display Of Ads On Trolley Interior, Or Running Of Ad On Trolley Closed Circuit TV Display | 22 | Each | | SF Resolution 7553 |
| 4 | Bus Shelters | | | | SF Resolution 7553 |
| 4a | Poster Size Banner Installation And Take Down | 19 | Each | City Reserves The Right To Review And Approve Content Of Banner | SF Resolution 7553 |
| 4b | Banner Display – Monthly Ad Rate | 11 | Each | | SF Resolution 7553 |
| S. NPDES COMMERCIAL / INDUSTRIAL SITE INSPECTION PROGRAM | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Initial Inspection | | | | Authority |
| 1a | Industrial | 155 | Each | | |
| 1b | Auto-Related | 125 | Each | | |
| 1c | Retail Gas Outlet | 90 | Each | | |
| 1d | Restaurants | 90 | Each | | |

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FY 2014/15 ANNUAL FEE SCHEDULE

VI. PUBLIC WORKS DEPARTMENT

| <i>S. NPDES COMMERCIAL / INDUSTRIAL SITE INSPECTION PROGRAM</i> | | | | | |
|---|-----------------------------|----------|------|------------|-----------|
| # | Description | Base Fee | Unit | Conditions | Authority |
| 2 | Second Follow-Up Inspection | | | | |
| 2a | Industrial | 130 | Each | | |
| 2b | Auto-Related | 110 | Each | | |
| 2c | Retail Gas Outlet | 75 | Each | | |
| 2d | Restaurants | 75 | Each | | |
| <i>T. COMMERCIAL SELF-HAUL PERMIT / INSPECTION FEES</i> | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Annual Permit Fee | 209 | Each | | |
| 2 | Inspection Fee | 49 | Each | | |

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FY 2014/15 ANNUAL FEE SCHEDULE

VII. RECREATION AND COMMUNITY SERVICES DEPARTMENT

- Resident groups must consist of not less than 60% residents.
- All youth group coaches must be certified and fingerprinted through the Recreation and Community Services Department and be in possession of a Department issued identification card.
- Proof of residency required for resident rate.
- Proof of active non-profit status required for non-profit rate.
- Application processing time is estimated at 7 to 10 business days, please plan accordingly.

| A. INDOOR FACILITY USE (RECREATION PARK, LAS PALMAS PARK AND <i>TEA HOUSE AT RUDY ORTEGA SR. PARK</i>) | | | | | | |
|---|-----------------------------|---------------------|---------------------|---|------------------|--------------------|
| | Number of Participants | Facility Fee /Hour | Staff Rate /Hour | Conditionally Refundable Damage/ Cleaning Deposit + Application Fee | Duration Minimum | Authority |
| 1 | Resident / Non-Profit | | | | | |
| 1a | Event With 1 – 49 People | 28 27 | 17 16 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 1b | Event With 50 – 99 People | 33 32 | 34 33 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 1c | Event With 100 – 149 People | 44 43 | 50 49 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 1d | Event With 150 – 199 People | 54 53 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 1e | Event With 200 – 249 People | 65 64 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 1f | Event With 250 – 300 People | 75 74 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2 | Non-Resident | | | | | |
| 2a | Event With 1 – 49 People | 38 37 | 17 16 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2b | Event With 50 – 99 People | 49 42 | 34 33 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2c | Event With 100 – 149 People | 54 53 | 50 49 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2d | Event With 150 – 199 People | 65 64 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2e | Event With 200 – 249 People | 75 74 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2f | Event With 250 – 300 People | 85 84 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

VII. RECREATION AND COMMUNITY SERVICES DEPARTMENT

| B. PICNIC AREA USE | | | | | | | |
|--|------------------------------------|---|--------------------|---|-----------------------|--------------------|--|
| | Location | Fee /Hour <i>Daily</i> (10 am – 7 pm) | Application Fee | Conditionally Refundable Damage/ Cleaning Deposit + Electricity Fee | Duration Minimum | Authority | |
| 1 | Resident / Non-Profit | | | | | | |
| 1a | Las Palmas Park Area #1 (4 Tables) | 70 22 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 1b | Las Palmas Park Area #2 (4 Tables) | 70 22 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 1c | Las Palmas Park Area #3 (9 Tables) | 100 32 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 1d | Recreation Park Area #1 (4 Tables) | 70 22 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 1e | Recreation Park Area #2 (6 Tables) | 80 22 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 1f | Bouncer | 10 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2 | Non-Resident | | | | | SF Resolution 7553 | |
| 2a | Las Palmas Park Area #1 (4 Tables) | 85 27 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2b | Las Palmas Park Area #2 (4 Tables) | 85 27 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2c | Las Palmas Park Area #3 (9 Tables) | 115 37 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2d | Recreation Park Area #1 (4 Tables) | 85 27 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2e | Recreation Park Area #2 (6 Tables) | 95 27 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2f | Bouncer | 2 | 5 | 50 + 10 (If Required) | | SF Resolution 7553 | |
| C. SPORTS FIELDS / <i>OUTDOOR</i> COURTS | | | | | | | |
| | Location | Youth Fee /Hour | Adult Fee /Hour | Youth League Field Maintenance Impact Fee | Insurance Required | Authority | |
| 1 | Resident / Non-Profit | | | | | | |
| 1a | Ball Fields/Courts (Each) | N/C* | 27 | *15 Per Season Per Registered Player (Non-Profit Youth Teams) | Yes | SF Resolution 7553 | |
| 1b | Ball Fields/Court Lights | 10 | 15 | | | SF Resolution 7553 | |
| 2 | Non-Resident | | | | | | |
| 2a | Ball Fields/Courts (Each) | 28 | 33 | | Yes | SF Resolution 7553 | |
| 2b | Ball Fields/Court Lights | 10 | 15 | | | SF Resolution 7553 | |

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FY 2014/15 ANNUAL FEE SCHEDULE

VII. RECREATION AND COMMUNITY SERVICES DEPARTMENT

D. SAN FERNANDO REGIONAL POOL FACILITY – INDOOR FACILITY

| | Description | Facility Fee | Staff Rate | Conditions/ Requirements Other | Seating Capacity | Authority |
|----|--|--------------|-------------------------------|---|-----------------------------------|--------------------|
| 1 | Multi-Purpose Room – Social Gatherings (i.e., Weddings, Receptions, Parties, etc.) | | | | | |
| 1a | First 4 Hours | 508 | 128 | 4 Hour Minimum; \$500 Conditionally Refundable Damage/ Cleaning Deposit Required | Assembly = 175 Dining = 150 | SF Resolution 7553 |
| 1b | Additional Hour (Each) | 127 | 32 | | | SF Resolution 7553 |
| 2 | Dance Floor | | | | | |
| 2a | 12 Foot X 12 Foot | 185 | | Required For Dancing | | SF Resolution 7553 |
| 2b | 12 Foot X 15 Foot | 225 | | Required For Dancing | | SF Resolution 7553 |
| 2c | 15 Foot X 15 Foot | 255 | | Required For Dancing | | SF Resolution 7553 |
| 3 | Multi-Purpose Room And Classroom (i.e., Meetings, Classes, Training Sessions, etc.) | | | | | |
| 3a | 1 – 49 Participants | 42/Hour | 16/Hour | 3 Hour Minimum; \$200 Conditionally Refundable Damage/ Cleaning Deposit Required | Assembly = 175 Classroom = 150 | SF Resolution 7553 |
| 3b | 50 – 99 Participants | 47/Hour | 49/Hour 32/Hour | 3 Hour Minimum; \$200 Conditionally Refundable Damage/ Cleaning Deposit Required | Assembly = 175 Classroom = 150 | SF Resolution 7553 |
| 3c | 100 – 149 Participants | 57/Hour | 50/Hour 48/Hour | 3 Hour Minimum; \$200 Conditionally Refundable Damage/ Cleaning Deposit Required | Assembly = 175 Classroom = 150 | SF Resolution 7553 |
| 3d | 150 – 200 Participants | 68/Hour | 66/Hour 64/Hour | 3 Hour Minimum; \$200 Conditionally Refundable Damage/ Cleaning Deposit Required | Assembly = 175 Classroom = 150 | SF Resolution 7553 |

E. SAN FERNANDO REGIONAL POOL FACILITY – OUTDOOR POOL AREA

| | Description | Facility Fee | Schedule Availability | Conditions/ Requirements | Includes | Authority |
|---|--------------------------|--------------|--------------------------|--------------------------|----------|-----------|
| 1 | Pool Party – After Hours | | | | | |

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FY 2014/15 ANNUAL FEE SCHEDULE

VII. RECREATION AND COMMUNITY SERVICES DEPARTMENT

E. SAN FERNANDO REGIONAL POOL FACILITY – OUTDOOR POOL AREA

| | Description | Facility Fee | Schedule Availability | Conditions/ Requirements | Includes | Authority |
|----|-------------------------------|---------------------------------|---|---|--|--------------------|
| 1a | 1 – 50 Guests | 165/Hour 150/40## | Sat 5 – 9 pm Sun 5 – 9 pm 4 – 9 pm | 2 Hour Minimum; \$150 Conditionally Refundable Damage/ Cleaning Deposit Required; Maximum 2 Parties Per Time Slot | Recreation Pool; Slide; Splash Pad | SF Resolution 7553 |
| 1b | 51 – 75 Guests | 200/Hour 185/40## | Sat 5 – 9 pm Sun 5 – 9 pm 4 – 9 pm | 2 Hour Minimum; \$150 Conditionally Refundable Damage/ Cleaning Deposit Required; Maximum 2 Parties Per Time Slot | Recreation Pool; Slide; Splash Pad | SF Resolution 7553 |
| 1c | 76 – 100 Guests | 295/Hour 280/40## | Call For Availability | 2 Hour Minimum; \$150 Conditionally Refundable Damage/Cleaning Deposit Required; Maximum 1 Party Per Time Slot | Recreation Pool; Slide; Splash Pad | SF Resolution 7553 |
| 2 | Pool Party – Splash Pad | | | | | |
| 2a | 1 – 40 Guests | 60/Hour | Call For Availability | 2 Hour Minimum; \$150 Conditionally Refundable Damage/ Cleaning Deposit Required; Maximum 1 Party Per Time Slot | Splash Pad Only; Does Not Include Recreation Pool, Olympic Size Pool, Or Slide | SF Resolution 7553 |
| 3 | Lane Rentals – Non-Profit | | | | | |
| 3a | Olympic Size Pool – 25 Yards | 11/Hour/Lane | | \$100 Deposit; Olympic Size Pool Maximum Capacity = 632 | | SF Resolution 7553 |
| 3b | Olympic Size Pool – 50 Meters | 22/Hour/Lane | | \$100 Deposit; Olympic Size Pool Maximum Capacity = 632 | | SF Resolution 7553 |
| 3c | Recreational Pool | 11/Hour/Lane | | Recreational Pool Maximum Capacity = 206 | | SF Resolution 7553 |
| 4 | Lane Rentals – Commercial | | | | | |
| 4a | Olympic Size Pool – 25 Yards | 15/Hour/Lane | | \$500 Deposit; Olympic Size Pool Maximum Capacity = 632 | | SF Resolution 7553 |
| 4b | Olympic Size Pool – 50 Meters | 25/Hour/Lane | | \$500 Deposit; Olympic Size Pool Maximum Capacity = 632 | | SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

VII. RECREATION AND COMMUNITY SERVICES DEPARTMENT

E. SAN FERNANDO REGIONAL POOL FACILITY – OUTDOOR POOL AREA

| Description | Facility Fee | Schedule Availability | Conditions/ Requirements | Includes | Authority |
|---|--------------|-----------------------|---|----------|--------------------|
| 4c Recreational Pool | 15/Hour/Lane | | \$500 Deposit; Recreational Pool Maximum Capacity = 206 | | SF Resolution 7553 |
| 5 Swim Entry Fee – Recreational | | | | | |
| 5a Ages 2 And Under | Free | | | | SF Resolution 7553 |
| 5b Ages 3 – 17 | 2 | Per Period | | | SF Resolution 7553 |
| 5c Ages 18 – 54 | 2 | Per Period | | | SF Resolution 7553 |
| 5d Ages 55 And Older / Disabled | 2 | Per Period | | | SF Resolution 7553 |
| 6 Summer Swim Monthly Pass – Recreational | | | | | |
| 6a Ages 3 – 17 | 40 | Per Month | Non-Transferable | | SF Resolution 7553 |
| 6b Ages 18 – 54 | 50 | Per Month | Non-Transferable | | SF Resolution 7553 |
| 6c Ages 55 And Older / Disabled | 40 | Per Month | Non-Transferable | | SF Resolution 7553 |
| 7 Lap Swim Entry Fee | | | | | |
| 7a Ages 13 – 17 | 2 | Per Period | | | SF Resolution 7553 |
| 7b Ages 18 – 54 | 3 | Per Period | | | SF Resolution 7553 |
| 7c Ages 55 And Older / Disabled | 2 | Per Period | | | SF Resolution 7553 |
| 8 Lap Swim Pass | | | | | |
| 8a Ages 13 – 17 | 30 | Per Month | | | SF Resolution 7553 |
| 8b Ages 18 – 54 | 50 | Per Month | | | SF Resolution 7553 |
| 8c Ages 55 And Older | 30 | Per Month | | | SF Resolution 7553 |
| 9 Swim Lessons | | | | | |
| 9a Resident | 40 | 2 Week Course | Proof Of Residency Required | | SF Resolution 7553 |
| 9b Non-Resident | 45 | 2 Week Course | | | SF Resolution 7553 |
| 10 Exercise Classes | | | | | |
| 10a Ages 16 – 54 | 3 | Daily | | | SF Resolution 7553 |
| 10b Ages 55 And Older | 3 | Daily | | | SF Resolution 7553 |

F. SPECIAL EVENTS

| Description | Fee | Unit | Special Condition | Other | Authority |
|--|-----------|------------------|---|-------|--------------------|
| 1 Special Events Application Processing | | | | | |
| 1a Special Events Application Processing | 50 | Each | | | SF Resolution 7553 |
| 1b <i>Additional Expedition Cost Fee – 30 Days or Less Before Event Date</i> | <i>40</i> | <i>\$20/Hour</i> | <i>2 Hours Minimum for Staff Time to Expedite Application</i> | | |
| 1c <i>Additional Expedition Cost Fee – 10 Working Days or Less Before Event Date</i> | <i>80</i> | <i>\$20/Hour</i> | <i>4 Hours Minimum for Staff Time to Expedite Application</i> | | |

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FY 2014/15 ANNUAL FEE SCHEDULE

| VIII. TREASURER DEPARTMENT | | | | | |
|---|--|--------|-----------------|-------------------|--|
| A. ATM TRANSACTION FEES (Processing fee charged by third party payment processing company based on average payment by dept) | | | | | |
| | Number of Participants | Charge | Unit | Special Condition | Authority |
| 1 | Finance Department | 1.50 | Per Transaction | | Service Contract; calculation based upon average payment by department |
| 2 | Police Department | 3 | Per Transaction | | Service Contract; calculation based upon average payment by department |
| 3 | Recreation and Community Services Department | 1.5 | Per Transaction | | Service Contract; calculation based upon average payment by department |

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ANNUAL FEE SCHEDULE FY 2014/2015 (CHANGES ONLY)

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FY 2014/15 ANNUAL FEE SCHEDULE

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FY 2014/15 ANNUAL FEE SCHEDULE

I. ADMINISTRATION DEPARTMENT

NO CHANGES



FY 2014/15 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

| A. GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES | | | | |
|--|----------------|-------------|------|---|
| # | Requirements | Fee/Charge | Unit | Special Condition |
| 24 | Staff Research | Hourly Rate | | Projects Involving Staff Research and Project Expediting Extensive Research ; per Fee Schedule established under Item No. 23 including any additional fees associated with other Department and Division staff support, including consultant costs |
| | | | | SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

III. FINANCE DEPARTMENT

NO CHANGES

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FY 2014/15 ANNUAL FEE SCHEDULE

IV. PERSONNEL DEPARTMENT
NO CHANGES

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FY 2014/15 ANNUAL FEE SCHEDULE

V. POLICE DEPARTMENT

NO CHANGE

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FY 2014/15 ANNUAL FEE SCHEDULE

| VI. PUBLIC WORKS DEPARTMENT | | | | | |
|--|--|-------------|----------|---|--------------------|
| A. ENCROACHMENT PERMIT (Dumpster or Other) | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Dumpster For Residential Area | 73 | Lump Sum | Permit Good For A Maximum Of 14 30 Days | SF Resolution 7553 |
| 2 | Dumpster For Commercial Area | 73 | Lump Sum | Permit Good For A Maximum Of 14 30 Days | SF Resolution 7553 |
| B. CERTIFICATE OF SEWER CONNECTION/SEWER DYE TEST | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Certificate Of Sewer Connection/Sewer Dye Test | 173 | Each | Minimum fee for Staff Review and Testing to Verify Connections and Leaks. Verify Each Connection; Includes Processing Fee \$73, Labor Fee \$50, and Materials \$50 | SF Resolution 7553 |
| O. EQUIPMENT AND MATERIAL RATES | | | | | |
| # | Description | Hourly Rate | Unit | Conditions | Authority |
| 1 | Equipment | | | | |
| 1ee | K-Rail (Day) | 5 | Each | | |
| 1ff | K-Rail (Week) | 20 | Each | | |
| 1gg | K-Rail (Month) | 50 | Each | | |
| S. NPDES COMMERCIAL / INDUSTRIAL SITE INSPECTION PROGRAM | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Initial Inspection | | | | |
| 1a | Industrial | 155 | Each | | |
| 1b | Auto-Related | 125 | Each | | |
| 1c | Retail Gas Outlet | 90 | Each | | |
| 1d | Restaurants | 90 | Each | | |
| 2 | Second Follow-Up Inspection | | | | |
| 2a | Industrial | 130 | Each | | |
| 2b | Auto-Related | 110 | Each | | |
| 2c | Retail Gas Outlet | 75 | Each | | |
| 2d | Restaurants | 75 | Each | | |
| T. COMMERCIAL SELF-HAUL PERMIT / INSPECTION FEES | | | | | |
| # | Description | Base Fee | Unit | Conditions | Authority |
| 1 | Annual Permit Fee | 209 | Each | | |
| 2 | Inspection Fee | 49 | Each | | |

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FY 2014/15 ANNUAL FEE SCHEDULE

VII. RECREATION AND COMMUNITY SERVICES DEPARTMENT

| A. INDOOR FACILITY USE (RECREATION PARK, LAS PALMAS PARK AND <i>TEA HOUSE</i> AT RUDY ORTEGA SR. PARK) | | | | | | |
|--|------------------------------------|---------------------------------------|---------------------|---|------------------|--------------------|
| | Number of Participants | Facility Fee /Hour | Staff Rate /Hour | Conditionally Refundable Damage/ Cleaning Deposit + Application Fee | Duration Minimum | Authority |
| 1 | Resident / Non-Profit | | | | | |
| 1a | Event With 1 – 49 People | 28 27 | 17 16 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 1b | Event With 50 – 99 People | 33 32 | 34 33 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 1c | Event With 100 – 149 People | 44 43 | 50 49 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 1d | Event With 150 – 199 People | 54 53 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 1e | Event With 200 – 249 People | 65 64 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 1f | Event With 250 – 300 People | 75 74 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2 | Non-Resident | | | | | |
| 2a | Event With 1 – 49 People | 38 37 | 17 16 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2b | Event With 50 – 99 People | 49 42 | 34 33 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2c | Event With 100 – 149 People | 54 53 | 50 49 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2d | Event With 150 – 199 People | 65 64 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2e | Event With 200 – 249 People | 75 74 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| 2f | Event With 250 – 300 People | 85 84 | 66 65 | 150 + 5 | 3 Hours | SF Resolution 7553 |
| B. PICNIC AREA USE | | | | | | |
| | Location | Fee /Hour <i>Daily</i> (10 am – 7 pm) | Application Fee | Conditionally Refundable Damage/ Cleaning Deposit + Electricity Fee | Duration Minimum | Authority |
| 1 | Resident / Non-Profit | | | | | |
| 1a | Las Palmas Park Area #1 (4 Tables) | 70 22 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 |

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FY 2014/15 ANNUAL FEE SCHEDULE

VII. RECREATION AND COMMUNITY SERVICES DEPARTMENT

| B. PICNIC AREA USE | | | | | | |
|---------------------------------------|---------------------------------------|--------------------|---|---------------------|--------------------|--|
| Location | Fee /Hour <i>(10 am – 7 pm)</i> | Application Fee | Conditionally Refundable Damage/ Cleaning Deposit + Electricity Fee | Duration Minimum | Authority | |
| 1b Las Palmas Park Area #2 (4 Tables) | 70 22 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 1c Las Palmas Park Area #3 (9 Tables) | 100 22 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 1d Recreation Park Area #1 (4 Tables) | 70 22 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 1e Recreation Park Area #2 (6 Tables) | 80 22 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2 Non-Resident | | | | | SF Resolution 7553 | |
| 2a Las Palmas Park Area #1 (4 Tables) | 85 27 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2b Las Palmas Park Area #2 (4 Tables) | 85 27 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2c Las Palmas Park Area #3 (9 Tables) | 115 37 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2d Recreation Park Area #1 (4 Tables) | 85 27 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |
| 2e Recreation Park Area #2 (6 Tables) | 95 27 | 5 | 50 + 10 (If Required) | 3 Hours | SF Resolution 7553 | |

C. SPORTS FIELDS / *OUTDOOR* COURTS

| D. D SAN FERNANDO REGIONAL POOL FACILITY – INDOOR FACILITY | | | | | | |
|--|--------------|-------------------------------|---|-----------------------------------|--------------------|--|
| Description | Facility Fee | Staff Rate | Conditions/ Requirements Other | Seating Capacity | Authority | |
| 3 Multi-Purpose Room And Classroom (i.e., Meetings, Classes, Training Sessions, etc.) | | | | | | |
| 3b 50 – 99 Participants | 47/Hour | 49/Hour 32/Hour | 3 Hour Minimum; \$200 Conditionally Refundable Damage/ Cleaning Deposit Required | Assembly = 175 Classroom = 150 | SF Resolution 7553 | |
| 3c 100 – 149 Participants | 57/Hour | 50/Hour 48/Hour | 3 Hour Minimum; \$200 Conditionally Refundable Damage/ Cleaning Deposit Required | Assembly = 175 Classroom = 150 | SF Resolution 7553 | |

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FY 2014/15 ANNUAL FEE SCHEDULE

VII. RECREATION AND COMMUNITY SERVICES DEPARTMENT

D. D SAN FERNANDO REGIONAL POOL FACILITY – INDOOR FACILITY

| Description | Facility Fee | Staff Rate | Conditions/ Requirements Other | Seating Capacity | Authority |
|---------------------------|--------------|-------------------------------|---|-----------------------------------|--------------------|
| 3d 150 – 200 Participants | 68/Hour | 66/Hour 64/Hour | 3 Hour Minimum; \$200 Conditionally Refundable Damage/ Cleaning Deposit Required | Assembly = 175 Classroom = 150 | SF Resolution 7553 |

E. SAN FERNANDO REGIONAL POOL FACILITY – OUTDOOR POOL AREA

| Description | Facility Fee | Schedule Availability | Conditions/ Requirements | Includes | Authority |
|----------------------------|---------------------------------|---|---|--|--------------------|
| 1 Pool Party – After Hours | | | | | |
| 1a 1 – 50 Guests | 165/Hour 150/Hour | Sat 5 – 9 pm Sun 5 – 9 pm 4 – 9 pm | 2 Hour Minimum; \$150 Conditionally Refundable Damage/ Cleaning Deposit Required; Maximum 2 Parties Per Time Slot | Recreation Pool; Slide; Splash Pad | SF Resolution 7553 |
| 1b 51 – 75 Guests | 200/Hour 185/Hour | Sat 5 – 9 pm Sun 5 – 9 pm 4 – 9 pm | 2 Hour Minimum; \$150 Conditionally Refundable Damage/ Cleaning Deposit Required; Maximum 2 Parties Per Time Slot | Recreation Pool; Slide; Splash Pad | SF Resolution 7553 |
| 1c 76 – 100 Guests | 295/Hour 280/Hour | Call For Availability | 2 Hour Minimum; \$150 Conditionally Refundable Damage/Cleaning Deposit Required; Maximum 1 Party Per Time Slot | Recreation Pool; Slide; Splash Pad | SF Resolution 7553 |

F. SPECIAL EVENTS

| Description | Fee | Unit | Special Condition | Other | Authority |
|--|---------------------|------------------|---|-------|--------------------|
| 1 Special Events Application Processing | | | | | |
| 1a Special Events Application Processing | 50 45 | Each | | | SF Resolution 7553 |
| 1b <i>Additional Expedition Cost Fee – 30 Days or Less Before Event Date</i> | 40 | <i>\$20/Hour</i> | <i>2 Hours Minimum for Staff Time to Expedite Application</i> | | |
| 1c <i>Additional Expedition Cost Fee – 10 Working Days or Less Before Event Date</i> | 80 | <i>\$20/Hour</i> | <i>4 Hours Minimum for Staff Time to Expedite Application</i> | | |

Red Strikeout indicates prior charge/fee/fine/etc. **Blue Italics** indicates new charge/fee/fine/etc.



FY 2014/15 ANNUAL FEE SCHEDULE

VIII. TREASURER DEPARTMENT

NO CHANGE

~~Red Strikeout~~ indicates prior charge/fee/fine/etc. *Blue Italics* indicates new charge/fee/fine/etc.

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager
By: Rafaela T. King, Interim Finance Director

DATE: June 12, 2014

SUBJECT: Adoption of Fiscal Year (FY) 2014-2015 Budget

RECOMMENDATION:

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending Public testimony, direct staff to make any necessary adjustments to the proposed FY 2014-2015 Budget; and,
- c. Adopt Resolution No. 7618 (Attachment “A”) approving the FY 2014-2015 Budget.

BACKGROUND:

1. During the months of April and May 2014, the Finance Department met with City departments to prepare the FY 2014-2015 Preliminary Budget (including revenues and expenditures for the General Fund, Enterprise Funds, and all Special Funds).
2. On May 23, 2014, the FY 2014-2015 Preliminary Budget was distributed to the City Council. Submitted for the City Council’s review were all operating funds including General, Special Revenues, and Enterprise Funds. All funds total approximately \$36.8 million with the General and Self Insurance Funds totaling \$19.6 million and the General Fund making up \$17.2 million of the total amount.
3. On May 27, 2014, the City Council held a study session with citizens and staff to present and discuss the draft of Preliminary FY 2014-2015 Budget.
4. On June 5, 2014, pursuant to Section 2-647 of the City of San Fernando City Code, a Notice of Public Hearing was published in the San Fernando Valley Sun newspaper in order to notify interested parties and advise the residents of the proposed public hearing to adopt the FY 2014-2015 Budget on June 16, 2014 and in order to facilitate public input at said meeting.

Adoption of Fiscal Year (FY) 2014-2015 Budget

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ANALYSIS:**Commentary**

The Budget being presented is the budget draft that was presented to City Council during the Study Session. Items specifically related to subsequent changes after the Study Session and any changes and recommendations from the City Council will be updated and included on the corresponding pages in the final draft of the FY 2014-2015 Budget. The comments are not final and are subject to change and elaboration on the final draft of the budget. This extends to the inclusion of the cover, transmittal, graphs, organization charts, glossary and the comments on the specific funds.

Public Hearing

Per Section 2-647 of the San Fernando City Code, the City Council is required to hold a Public Hearing prior to the adoption of the annual budget. The City's FY 2014-2015 Budget consists of the General Fund, Special Funds, and the Enterprise Funds. In preparation for the Public Hearing, a Study Session was held on May 27, 2014, to discuss the proposed FY 2014-2015 Budget. This meeting was in addition to multiple meetings held by the Finance staff with the various departments.

FY 2013-2014

The FY 2012-2013 Comprehensive Annual Financial Report (CAFR) showed a \$1,747,052 deficit in the General and Self Insurance Funds. The General Fund portion was \$493,706 and the Self Insurance Fund portion was \$1,253,346. The FY 2013-2014 Mid-Year Report to the City Council, dated March 3, 2014, anticipated that the General and Self Insurance Funds would end the fiscal year with a combined deficit balance of \$1,468,350. The General Fund portion was \$27,253 and the Self Insurance Fund portion was \$1,441,098. The overall deficit was reduced from the CAFR amount due to furloughs, concessions, and overall tighter fiscal controls. Further, staff cut an additional 3% of their existing budgets and presented that information to the City Council on April 7, 2014. These additional cuts by departments resulted in saving approximately \$381,500 in the General Fund. In addition, the City received approximately \$195,200 in unanticipated revenues from the Successor Agency for previously uncollected administrative costs. In total, City staff is projecting that the General Fund will have a positive fund balance at the end of FY 2013-2014 of approximately \$365,000.

After the Study Session and further review by City staff, adjustments were made to the presented Budget to accommodate for projects or expenses that were encumbered in the current fiscal year that will need to be re-appropriated in FY 2014-2015. These adjustments will have the effect of increasing the respective fund's ending balance and with a corresponding increase in expenditures in FY 2014-2015. The Self Insurance Fund will continue to carry a significant negative fund balance. However, staff is working on a plan to address that issue and will present that to the City Council for consideration at a subsequent meeting.

Adoption of Fiscal Year (FY) 2014-2015 Budget

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FY 2014-2015 General Fund Budget

For FY 2014-2015, proposed expenditures are \$18,397,817, with revenues projected at \$18,105,024. Based on the submitted budget, the proposed expenditures will exceed the projected revenues by approximately \$289,793. However, the \$365,000 positive fund balance from FY 2013-2014 would net an overall positive General Fund balance of approximately \$73,000 at the end of FY 2014-2015. For financial statement purposes, the Self Insurance Fund is combined with the General Fund and presented together. The proposed expenditures in the Self Insurance Fund are \$1,386,852, with revenues projected at \$1,296,996, resulting in a negative fiscal year balance of \$89,856. Since the Self Insurance Fund is projected to end FY 2013-2014 at a negative fund balance of \$1,428,329, the total projected negative balance would be \$1,518,185 on June 30, 2015. As stated earlier, staff is working on a repayment structure that will be presented to the City Council for consideration at a future meeting.

Important Highlights

While the outlook on the General Fund is positive for the first time in several years, it is important to note that the FY 2014-2015 Budget remains at a structural deficit. Included in the Proposed Budget is the anticipated one-time revenue stream of more than \$1 million from the sale of surplus property. Also included is the second year of the Half Cent Transactions and Use Tax. This will be the first full year of revenues to the City, projected at \$1.6 million. It will be prudent to remember when planning long-term for recurring expenditures, that this tax was approved for only seven years and FY 2014-2015 will be year two. Further details of how the tax is being used were presented at the Study Session and will be included in the Public Hearing presentation for the adoption of the Budget.

Conversely, there are several one-time expenditures noted in the FY 2014-2015 Budget that include amongst other things, the upcoming debt service of just over \$612,000 for the CalHFA loan. Also noteworthy, is a reminder that this will mark the first year of debt service to the Retirement Fund of \$176,000 annually to repay the retirement amounts disallowed by the State of California.

Overall, proposed FY 2014-2015 Budget expenditures are slightly above those estimated year-end in the FY 2013-2014 Budget. The increase in expenditures is mainly due to PERS costs, employee merit increases, and no furloughs or employee concessions. It is a "status quo" budget with essentially the same level of staff.

Special Funds

The City is responsible for a number of Special Funds that are restricted in how funds can be expended. Examples of these special funds are: the transportation monies from Propositions A and C and Measure R; State Gas Tax dollars; the Grants Fund; the Retirement Fund; and, the Street Lighting and Parking Maintenance Fund. Overall, the City maintains 38 Special Funds. Generally, these funds are in good standing. City staff devoted additional time to the Special Funds during this budget preparation process to reconcile many of the balances in order to ensure that there are available funds to finance any proposed expenditures so there would be no negative impact on the General Fund. Most Special Revenue Funds are presented with a balanced budget

Adoption of Fiscal Year (FY) 2014-2015 Budget

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for FY 2014-2015. The only two exceptions are the Special Lighting District Fund and the Grant Fund.

The Special Lighting District Fund has been in a deficit position since FY 2007-2008 and continues to be in a deficit position for the FY 2014-2015. This deficit balance has been as high as \$144,000, but staff has worked diligently to reduce it to the current proposed balance of \$19,000. Staff will work to develop a strategic plan to determine the true cost to the General Fund for the District and will work towards balancing this fund in the coming year.

The Grants Fund (Fund 10) encompasses several individual grants awarded to the City. The fund has built up a negative balance of over \$2 million due to loans from other sources and in some cases expenses charged to the Grant Funds that were not reimbursed from the outside grant sources. For FY 2014-2015, this fund also continues to be in a deficit position.

The Finance Department began the process of giving grants individual fund account numbers to help better track the grants. During FY 2013-2014, and continuing through the FY 2014-2015 budget process, most of the grants were removed from Fund 10 and given their own fund number in order to better track the balance, revenues and expenditures by individual grants and funding sources. As a clean-up item, some funds will have to have the FY 2013-14 expenditure budget moved to the new funds. Specifically, the Recreation and Police department's grants (that were missed during the Mid-Year adjustments) will be moved as part of this adoption process. All ongoing projects and the unreimbursed fund balance remain in Fund 10.

As the financial position of the General Fund improves, staff will develop a strategic plan to balance this fund and to implement a plan to identify and reconcile the \$2 million deficit balance in the fund.

Enterprise Funds

During FY 2014-2015, the City will continue to operate two Enterprise Funds: Water and Sewer. The City operates two Enterprise Funds: Water and Refuse. Each fund must be segregated and all revenues and expenditures must be accounted for separately. Total expenditures from these two funds are approximately \$4.6 million from the Water fund and \$4.8 million from the Sewer fund. Of this amount, \$2.7 million (\$1.2 million for Water and \$1.5 million for Sewer) is being spent for capital expenditures and projects largely funded from the reserves. The revenue for these funds is derived from fees and charges collected for the services provided and is projected at \$3.1 million for Water and \$3.1 million for Sewer for FY 2014-2015.

During FY 2013-2014, the City entered into a new agreement for refuse services. As such, the Refuse fund has been closed out and will not have any further activity after this year. Any ongoing expenses have been re-distributed to other funds as appropriate.

Capital Improvement Project (CIP)

Public Works staff has identified fully funded CIPs that include projects funded by grants, street projects funded by annual special use transportation funds, and Enterprise Fund projects. It is staff's goal to move forward on several projects that have been delayed over the last two years,

Adoption of Fiscal Year (FY) 2014-2015 Budget

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as well as commence with needed street capital improvements as identified in a recently completed Pavement Management System Report. The identified CIPs will be presented at the public hearing for City Council review and approval.

Summary

The objective of the FY 2014-2015 is to continue to provide existing services in a fiscally responsible manner, with no new cuts, employee concessions or layoffs. However, it must be recognized that as a result of the fiscal problems the City has experienced over the past several years, there are many needs that cannot be met at this time. Consequently, there remains a backlog of maintenance and capital projects that will have to be deferred into future years until some of the City's debt is retired.

The FY 2014-2015 Budget seeks to provide the needed financial information to the City Council so that an informed decision can be made based on priorities, within the fiscal parameters and constraints of projected revenues. The financial position of the City is starting to improve, but additional methods will need to be explored as we move forward in order to address the City's ongoing structural deficit, to begin to build the Reserve Fund, and to restore programs and associated service levels to the community.

ATTACHMENT:

A. Resolution No. 7618

ATTACHMENT "A"

IS PROVIDED

UNDER SEPARATE COVER

PLEASE SEE

6/16/14 CC PACKET PART II

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager

DATE: June 16, 2014

SUBJECT: Consideration to Approve an Employment Agreement Between the City and Robert Parks for the Position of Police Chief

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Employment Agreement (Attachment “A” – Contract No. 1749) between the City and Robert Parks for the position of Police Chief; and
- b. Authorize the City Manager to execute the Employment Agreement with Robert Parks.

BACKGROUND:

1. Since July 2012, Robert Parks has filled the position of Acting Police Chief.
2. On May 19, 2014, the Police Chief recruitment bulletin was posted on the City’s website, at City Hall, and at the Police Station.
3. On May 20, 2014, the Police Chief position was published in the “Jobs Available” journal.
4. On June 2, 2014, the application filing period closed at 5:00 p.m.

ANALYSIS:

The Police Chief is a critical position of the City’s executive management team. Robert Parks has been serving as the Acting Police Chief for more than two years. During his interim tenure, he has proven that he is capable of dealing with the everyday demands of the job.

In an attempt to permanently fill the Police Chief position, the City performed an open recruitment from mid-May 2014 through early June 2014. The City received three applications

Consideration to Approve an Employment Agreement Between the City and Robert Parks for the Position of Police Chief

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with Acting Chief Parks being the only internal candidate. For various reasons, the other two candidates were not qualified for the position, as determined by the City Manager. Under normal circumstances, the City Manager could then appoint the selected candidate to the job. However, in this case, the City Manager is recommending that an Employment Agreement with Acting Chief Parks be considered by the City Council due to some minor changes in the Police Chief benefits package. The term of the Employment Agreement is effective from June 16, 2014 through December 31, 2014, and then reverts back to a month-to-month basis. As part of the Employment Agreement, the longevity provision would be reinstated. This was removed some time ago with the transition of the then City Administrator. This is an important benefit to the City for future recruitment purposes for the Police Chief. It also requires that Acting Chief Parks assist the City Manager in recruiting for his replacement. Other than those provisions, the Employment Agreement merely restates what the City requires of the Police Chief, as well as, the services that Acting Chief Parks has provided since July 2012.

BUDGET IMPACT:

The Police Chief Employment Agreement mirrors the salary and benefits of other sworn and executive management positions with one exception, longevity. The Agreement reinstates that benefit which will result in an additional \$14,400 towards the Police Chief's overall salary. This amount has been included in the Fiscal Year 2014-2015 Budget.

CONCLUSION:

Staff recommends that the City Council approve the Police Chief Employment Agreement between the City and Robert Parks and authorize the City Manager to execute said agreement.

ATTACHMENT:

A. Contract No. 1749

ATTACHMENT "A"
CONTRACT NO. 1749

2014
CITY OF SAN FERNANDO
CHIEF OF POLICE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 16nd day of June 2014, by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and ROBERT PARKS ("EMPLOYEE"), an individual. For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and EMPLOYEE. The capitalized term "Party" may refer to either CITY or EMPLOYEE interchangeably and as reasonably appropriate.

RECITALS

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, CITY desires to engage and employ EMPLOYEE to serve as the Chief of Police of San Fernando ("Chief of Police") and EMPLOYEE desires employment as Chief of Police; and

WHEREAS, the EMPLOYEE has been serving as the Interim Police Chief since July 2012; and

WHEREAS, the City Manager finds that EMPLOYEE possesses the education, training, experience and expertise necessary to perform the duties of Chief of Police; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority, and subject to the provisions, of Government Code section 53260, et seq.; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, CITY and EMPLOYEE agree as follows:

1. POSITION, DUTIES AND TERM

1.1. **POSITION.** EMPLOYEE accepts employment with CITY as its Chief of Police and shall perform all functions, duties and services set forth in Section 1.4 (Duties) of this Agreement, below.

1.2. **EFFECTIVE DATE OF AGREEMENT TERM.** The effective date of this Agreement shall be June 16, 2014 (hereinafter, the "Effective Date"). This Agreement shall have a term commencing from the Effective Date and expiring at 11:59 P.M. on December 31, 2014 (hereinafter referred to by the capitalized word "Term"). Upon the expiration of the Term, this Agreement shall continue on a month-to-month basis, subject to all of the terms and conditions set forth in this Agreement, until such time as CITY either executes a new agreement with EMPLOYEE or CITY terminates EMPLOYEE's employment with CITY.

1.3. **EMPLOYMENT WITH CITY “AT-WILL.”**

- a. EMPLOYEE’s employment status with CITY shall be “at-will” and EMPLOYEE shall serve at the pleasure of the City Manager as provided under Government Code section 36506. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail himself of any procedures, provisions or protections set forth under CITY’s Employment Policies, as defined herein, insofar as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE’s status as an “at-will” employee of CITY or the ability of the City Manager to terminate EMPLOYEE’s employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term “Employment Policies” means and refers to any ordinance, resolution, regulation, rule or other written policy of the CITY as the same may be amended, modified or supplemented from time-to-time by the San Fernando Municipal Code and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY. CITY’s Employment Policies shall not apply to EMPLOYEE insofar as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE’s status as an “at-will” employee of CITY. EMPLOYEE is exempt from CITY’s Civil Service regulations, as set forth in Chapter 2 of the CITY’s Municipal Code.
- b. Except as otherwise provided under Section 6 (Termination) of this Agreement, EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Manager to terminate EMPLOYEE’s employment whether for cause or for convenience.
- c. Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.4. **DUTIES.**

- a. EMPLOYEE shall serve as the Chief of Police and shall be vested with the powers, duties and responsibilities of the Chief of Police as set forth in the San Fernando Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Code, and CITY policies and procedures approved by the City Council, as may be provided from time to time. EMPLOYEE’s performance of his duties shall be subject to the direction of the City Manager. It is the intent of the Parties that the Chief of Police shall use all reasonable efforts to keep the City Manager fully informed of all significant operations or major undertakings of the Police Department of the CITY. EMPLOYEE shall provide the City Manager with regular status reports on the operations and activities of CITY. EMPLOYEE shall perform such duties as are customary and appropriate to the position of Chief of Police as well as

such special duties as may be assigned to Chief of Police from time to time by the City Manager. EMPLOYEE shall also assist the City Manager in the recruitment and selection process for the CITY's next Chief of Police. Notwithstanding EMPLOYEE's duties as Chief of Police, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees of CITY in a manner consistent with CITY's Employment Policies and the laws of the State of California.

- b. CITY acknowledges and agrees that in his capacity as Interim Police Chief, since July 2012, the EMPLOYEE has acted for all purposes in the same capacity as a permanent Chief of Police and, as such, solely for purposes of POST Regulation 1011(a)(11) the EMPLOYEE shall be deemed to have acted as permanent Chief of Police as of July 2012.

1.5. **WORK HOURS.** The position of Chief of Police is an exempt position under state and federal wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked and EMPLOYEE shall not be entitled to any compensation for overtime. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the position of Chief of Police. The Chief of Police does not have set hours of work as the Chief of Police is expected to be available at all reasonable and relevant times.

1.6. **REGIONAL AND PROFESSIONAL ACTIVITIES.** CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance his ability to serve CITY and perform his duties as Chief of Police. Toward this end, EMPLOYEE may, upon reasonable notice and approval by the City Manager, join professional organizations and participate in the activities of such organizations insofar as such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE's duties as Chief of Police. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the Chief of Police necessary for his participation in national, statewide, regional or professional organizations.

1.7. **NON-CITY ACTIVITIES.** In accordance with Government Code section 1126, during the period of his employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 (Regional and Professional Activities)), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE's duties as Chief of Police.

1.8. **REIMBURSEMENT.** CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence and other business expenses incurred by EMPLOYEE in the performance of his duties or in connection with EMPLOYEE's participation in those authorized activities referenced under Section 1.6, above. All reimbursements shall be subject to and in

accordance with any limitations or restrictions set forth under the laws of the State of California or any CITY-adopted reimbursement policies.

1.9. **RESIDENCE**. EMPLOYEE shall not be required to reside within the territorial boundaries of CITY. The foregoing notwithstanding, EMPLOYEE shall maintain a permanent residence within a reasonable distance to CITY so as to permit EMPLOYEE to travel to CITY within thirty (30) minutes in the event of CITY emergencies.

2. COMPENSATION

2.1. **BASE SALARY**. Commencing June 16, 2014, EMPLOYEE shall receive a base annual salary of \$144,000 per year (hereinafter the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2014, may be enhanced from time to time by the City Manager as provided under Section 2.3 (Performance Review) of this Agreement, below. The Base Salary shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions.

2.2. **LONGEVITY PAY**: Commencing from the Execution Date, EMPLOYEE shall be entitled to receive a longevity pay salary adjustment of ten percent (10%) per annum of EMPLOYEE's Base Salary.

2.3. **PERFORMANCE REVIEW**. By July 1 of each calendar year, the City Manager will undertake an annual job performance review of EMPLOYEE. In connection with such performance review, the City Manager may consider any adjustments in EMPLOYEE's compensation. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 6 (Termination).

2.4. **BENEFITS**. In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

a. **Medical Insurance, Dental Care and Vision Care.**

- (i) **Medical Insurance**: CITY, on a monthly basis, shall contribute the prevailing rate provided to its sworn police personnel towards a medical insurance policy for EMPLOYEE and his eligible dependents. The City's contribution for medical insurance benefits on behalf of EMPLOYEE and his eligible dependents shall be capped at the cost of the highest PEMHCA plan for the Los Angeles Area Region only, available at each plan level (i.e., employee, employee + 1, employee + 2 or more), excluding the PERSCare plan. If EMPLOYEE elects PERSCare, he shall pay the difference by pre-tax payroll deduction.. If EMPLOYEE chooses to forego his allotment of medical insurance benefits, CITY shall be under no obligation to pay EMPLOYEE any cash sum in lieu of such benefits.

- (ii) Dental Insurance: CITY, on a monthly basis, shall contribute the full amount of the prevailing rate provided to its sworn police personnel towards a dental insurance policy for EMPLOYEE and his eligible dependents. EMPLOYEE shall choose between CITY provided Delta Dental or Delta Care plans, and CITY shall pay the full cost of the premium. If EMPLOYEE chooses to forego his allotment of dental insurance benefits, CITY shall be under no obligation to pay EMPLOYEE any cash sum in lieu of such benefits.
 - (iii) Vision Care: CITY, on a monthly basis, shall contribute the full amount of the prevailing rate provided for the Vision Services Plan for EMPLOYEE and his eligible dependents. If EMPLOYEE chooses to forego his allotment of vision benefits, CITY shall be under no obligation to pay EMPLOYEE any cash sum in lieu of such benefits.
- b. Term Life/AD & D Insurance. CITY agrees that during the period of employment, it will provide EMPLOYEE with, and pay the annual premiums for, a term life insurance policy, as well as accidental death and dismemberment insurance policy in an amount equal to Fifty Thousand Dollars and No Cents (\$50,000.00). If available, additional coverage may be purchased with additional costs to be borne by EMPLOYEE. EMPLOYEE shall nominate the beneficiary under such term life insurance policy.
- c. Disability Insurance. CITY agrees that during the period of employment, it will provide EMPLOYEE with, and pay the annual premiums for, short term disability and long term disability insurance coverage similar to the same coverage provided to other sworn police personnel of CITY.

2.5. USE OF CITY-OWNED AUTOMOBILE. EMPLOYEE shall be given exclusive use of an emergency equipped CITY-owned or -leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) EMPLOYEE will not allow the automobile to be driven by any third party, except by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, EMPLOYEE waives and releases CITY from any workers' compensation claim which EMPLOYEE may otherwise assert to the extent any injuries suffered by EMPLOYEE while driving the automobile were sustained while EMPLOYEE was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). EMPLOYEE may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Manager. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all

vehicle maintenance and repairs. In accordance with CITY reimbursement policies, EMPLOYEE may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

2.6. **JURY DUTY**. EMPLOYEE will also receive Base Salary and benefits while responding to a jury summons or serving on a jury, up to a maximum of twenty (20) business days. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.7. **BUSINESS RELATED EQUIPMENT**. CITY shall also provide EMPLOYEE with a smart phone for the performance of CITY-related business.

2.8. **UNIFORM ALLOWANCE**. CITY shall provide EMPLOYEE a uniform allowance and issued uniform equipment similar to all sworn employees.

2.9. **PARTICIPATION IN ADDITIONAL CITY PROGRAMS**. EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees, including but not limited to, bilingual program, tuition reimbursement program, flex spending account, deferred compensation and credit union.

3. ILLNESS OR INJURY; DISABILITY AND DEATH

3.1. **CESSATION OF WORK DUE TO NON-PERMANENT ILLNESS OR INJURY**. In addition to any right of termination set forth under Section 1.3 (Employment with CITY "At-Will"), above, CITY also reserves the right to terminate EMPLOYEE's employment along with this Agreement if EMPLOYEE ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment & Housing Act; and (iii) where the cessation of work continues beyond the longer of the following: a period of four (4) successive weeks beyond EMPLOYEE's accrued sick leave; or a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

3.2. **DISABILITY**. In addition to any right of termination set forth under Section 1.3, above, CITY reserves the right to terminate EMPLOYEE's employment along with this Agreement in the event EMPLOYEE becomes physically or mentally unable to perform the Chief of Police's functions and duties with reasonable accommodations and it reasonably appears that such incapacity will last for more than four (4) months. The foregoing notwithstanding, CITY may terminate EMPLOYEE if the disability poses a direct threat to CITY, EMPLOYEE or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this section of this Agreement.

3.3. **ILLNESS, INJURY OR DISABILITY ARISING OUT OF THE COURSE OF EMPLOYMENT**. In the event EMPLOYEE suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate EMPLOYEE solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C.

section 12101 et seq.) and the California Fair Employment and Housing Act. Further, EMPLOYEE's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

3.4. **MEDICAL EXAMINATION.** EMPLOYEE agrees to submit to a medical and/or psychological examination, by a qualified physician or psychiatrist selected by CITY, in the event a decision must be made under Sections 3.1 through 3.3. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

3.5. **DEATH OF EMPLOYEE.** This Agreement along with EMPLOYEE's employment shall terminate automatically upon EMPLOYEE's death.

3.6. **COMPENSATION UPON TERMINATION.** Except as otherwise provided under this Agreement, if EMPLOYEE's employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing him through the last day actually worked. If termination is caused by EMPLOYEE's death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if EMPLOYEE is terminated under the provisions of Section 3.1 through 3.5, above.

4. ANNUAL AND OTHER LEAVE

4.1. **ANNUAL LEAVE.** EMPLOYEE is eligible to accrue annual leave on a payroll basis prorated in accordance with the following annual rates: 160 hours or 20 days for 1-5 years of City service; 200 hours or 25 days for 6-10 years of City service; and 240 hours or 30 days for 11 or more years of City service. Annual leave may be taken upon prior approval, and in the manner prescribed, by the City Manager. The foregoing notwithstanding, the maximum amount of annual leave that EMPLOYEE may accrue at any given time shall be capped at eight hundred (800) hours total. If EMPLOYEE's accrued but unused annual leave reaches 800 hours total, EMPLOYEE will stop accruing additional annual leave unless and until the accrued annual leave falls below 800 hours. In the last payroll period in December each year, EMPLOYEE may opt to receive compensation for up to 80 hours of accrued annual leave at EMPLOYEE's regular rate of pay provided that EMPLOYEE has used a like number of hours of annual or management leave during the same calendar year. If EMPLOYEE has pre-existing sick leave and/or vacation accrual balance, he shall convert sick leave to annual leave at the rate of one (1) hour of sick leave to 0.5 hours of annual leave; and convert vacation to annual leave at the rate of one (1) hour of vacation to one (1) hour of annual leave. Upon EMPLOYEE's separation from CITY service, EMPLOYEE shall be compensated for any unused annual leave at his regular rate of pay.

4.2. **MANAGEMENT LEAVE.** EMPLOYEE shall be allocated a maximum of eighty (80) hours of management leave on January 1 of each year. The maximum amount of management leave that EMPLOYEE may accrue at any given time may not exceed eighty (80) hours total. Accrued but unused management leave may not be rolled over to the next calendar

year and may not be sold back to CITY. EMPLOYEE shall schedule management leave upon prior approval, and in the manner prescribed, by the City Manager.

4.3. **HOLIDAYS.** EMPLOYEE shall receive twelve (12) paid holidays similar to all sworn police employees, and in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the City Council. Paid holidays will be those approved by CITY by action of the City Council. EMPLOYEE shall accrue 96 hours of holiday leave per year, and shall be credited with 48 hours of holiday leave each January 1, and additional 48 hours of holiday leave each July 1. EMPLOYEE shall schedule holiday leave upon prior approval, and in the manner prescribed, by the City Manager.

5. RETIREMENT

5.1. CITY, in addition to the normal employer contribution, shall pay up to 4.5% of EMPLOYEE's required retirement contribution to the California Public Employees' Retirement System (CalPERS), in accordance with CalPERS guidelines and stipulations for CITY sworn police personnel. EMPLOYEE shall pay, by pre-tax payroll deduction, the remaining 4.5% of EMPLOYEE's required contribution. CITY shall take whatever action is necessary to report the value of the Employer Paid Member Contribution to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

6. TERMINATION

6.1. TERMINATION BY CITY FOR CONVENIENCE.

- a. Except as otherwise provided under Subsection (b) of this Section below, CITY may terminate EMPLOYEE at any time for convenience and without cause, by providing EMPLOYEE thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place EMPLOYEE on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss EMPLOYEE notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment" shall be an amount equal to twelve (12) months base salary, less any and all applicable or legally required deductions. EMPLOYEE shall also receive all applicable accrued annual leave and management leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code section 53260 and any such sums shall be deducted from the "severance payment."

- b. Within ninety (90) calendar days of the swearing-in of a newly elected or appointed City Councilmember or Mayor, CITY may not act to terminate EMPLOYEE for convenience as authorized under Subsection (a) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (b), shall preclude CITY from terminating EMPLOYEE's employment for cause at any time as provided elsewhere under Section 6 of this Agreement.

6.2. **TERMINATION BY EMPLOYEE.** EMPLOYEE may terminate his employment for any reason and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make EMPLOYEE's termination effective upon any date preceding the 30-day notice period, provided CITY pays EMPLOYEE all compensation due and owing him through the last day actually worked, plus an amount equal to the Base Salary EMPLOYEE would have earned through the balance of the thirty (30) day notice period. EMPLOYEE shall not receive a "severance payment" in the event he terminates his employment with CITY pursuant to this Section 6.2.

6.3. **TERMINATION FOR CAUSE BY CITY.** CITY may immediately terminate EMPLOYEE's employment with CITY and this Agreement at any time by providing EMPLOYEE written notice of his termination for cause. No "severance payment" shall be paid in the event EMPLOYEE's employment is terminated for cause, except that CITY shall pay EMPLOYEE for his accrued and unused annual and management leave, as provided for in this Agreement. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (i) theft or attempted theft; (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or on CITY time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; (vi) engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or (vii) unauthorized absences. EMPLOYEE expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY's Employment Policies. EMPLOYEE also expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

6.4. **TERMINATION OBLIGATION.** EMPLOYEE agrees that all property including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment, are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

6.5. **BENEFITS UPON TERMINATION.** All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE's termination in accordance with this Section 6 (Termination), unless expressly continued under this Agreement, under any

specific written policy or benefit plan applicable to EMPLOYEE, or unless otherwise required by law.

7. PROPRIETARY INFORMATION

7.1. **DEFINITION.** “Proprietary Information” means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY’s organization, and all Proprietary Information so known only through improper means, shall be deemed “Confidential Information.” During his employment by CITY, EMPLOYEE shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, EMPLOYEE shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. EMPLOYEE’s obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

8. CONFLICT OF INTEREST

8.1. EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the CITY’S Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE’s employment with the CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager.

9. GENERAL PROVISIONS

9.1. **NOTICES.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and/or at the last known address maintained in EMPLOYEE’s personnel file. EMPLOYEE agrees to notify CITY in writing of any change in

his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of San Fernando
117 Macneil Street
San Fernando, California 91340
Attn: City Manager

Chief of Police's Address:

[Deliver to last updated address in personnel file]

9.2. **BONDING**. CITY shall bear the full cost of any fidelity or other bonds required of the Chief of Police under any laws or ordinances.

9.3. **ENTIRE AGREEMENT**. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.8 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

9.4. **AMENDMENTS**. This Agreement may not be amended except in a written document signed by EMPLOYEE, approved by CITY and signed by City Attorney.

9.5. **WAIVER**. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

9.6. **ASSIGNMENT**. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

9.7. **SEVERABILITY**. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9.8. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Los Angeles County, California.

9.9. **INTERPRETATION**. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor

against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the Parties to this Agreement and by no other means. Each Party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

9.10. **ACKNOWLEDGMENT**. EMPLOYEE acknowledges that he has had the opportunity to consult legal counsel with regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its City Manager and duly attested to by its City Clerk, and EMPLOYEE has signed and executed this Agreement, as of the date first indicated above.

CITY OF SAN FERNANDO

EMPLOYEE

By: _____
Brian Saeki,
City Manager

By: _____
Robert Parks

APPROVED AS TO FORM:

ATTEST:

Rick Olivarez,
City Attorney

Elena G. Chávez
City Clerk

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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 Operations Manager

DATE: June 16, 2014

SUBJECT: Consideration to Adopt a Resolution Authorizing the City Manager to Sign a Contract with the Los Angeles Unified School District Beyond the Bell Branch for Providing After-School Program Funds

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7617 (Attachment “A”) authorizing the City Manager to sign a contract (Attachment “B” – Contract No. 1751) and all related documents necessary for said contract with the Los Angeles Unified School District (LAUSD) Beyond the Bell Branch for After-School Program funds for the provision of after-school programs at schools in the City.

BACKGROUND:

1. In 1993, the After-School Community Enrichment Program (ASCEP) was established at Las Palmas Park in response to a need for a safe environment and quality supervision for children during the critical after school hours. The ASCEP Program was operated by the Recreation and Community Services Department (RCS) and was designed to build the capacity of children to succeed academically and socially. RCS staff incorporated strategies for academic learning through literacy, homework assistance, and a choice of enrichment and recreational activities. The ASCEP also provided opportunities for interpersonal skills development to boost the participants’ self-image and foster self-esteem.
2. In 1994, the ASCEP received Community Development Block Grant (CDBG) funds allocated to the City in order to operate a pilot program to provide free after-school services at park facilities for children attending elementary schools in the City.
3. In 1999, the City, in collaboration with the San Fernando Healthy Start Collaborative and LAUSD, obtained funds through the California After School Learning and Safe Neighborhoods Partnership Program (ASL and SNP, respectively) to operate the ASCEP,

Consideration to Adopt a Resolution Authorizing the City Manager to Sign a Contract with the Los Angeles Unified School District Beyond the Bell Branch for Providing After-School Program Funds

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free of charge at the San Fernando and the O'Melveny elementary schools from January 1, 2000 to June 30, 2000.

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

Consideration to Adopt a Resolution Authorizing the City Manager to Sign a Contract with the Los Angeles Unified School District Beyond the Bell Branch for Providing After-School Program Funds

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12. On August 5, 2013, the City adopted a Grant Management Policy to establish roles and responsibilities, criteria for evaluating the benefits and costs of grants, the City's policy in complying with Single Audit Act requirements, and policies for seeking and managing grant programs.
13. On November 26, 2013, City staff received notification from the LAUSD Procurement Office that a Request for Proposal for After-School Program funds was issued for service providers to establish new After-School Programs and/or reapply for continuation of existing After-School Programs that will expire on June 30, 2014. The grant deadline for submission is January 9, 2014 (see Attachment "B" for RFP information)
14. On December 4, 2013, the Parks, Wellness, and Recreation Commission recommended to reapply for the grant and to agendize the item on the for City Council consideration at their January 6, 2014 meeting.
15. On December 12, 2013, the Interim City Manager granted the RCS Department tentative permission to allocate staff time to work the proposal in anticipation of the City Council's consideration of this item at the regular meeting to be held on January 6, 2014.
16. On January 6, 2014, the City Council adopted Resolution No. 7578 authorizing the City's submittal of a proposal for Los Angeles Unified School District (LAUSD) Beyond the Bell Branch After-School Program funds.
17. On Friday, May 16, 2014, LAUSD sent a contract for an authorized signature from the City to release funds for the After School Program in San Fernando.
18. In June of 2014, City staff has been in communications with LAUSD and the Beyond the Bell Branch After-School Program in regards to amending the proposed contract.

ANALYSIS:

Project Description

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

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

Consideration to Adopt a Resolution Authorizing the City Manager to Sign a Contract with the Los Angeles Unified School District Beyond the Bell Branch for Providing After-School Program Funds

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

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

Program Elements

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

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

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

Operational Requirements

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

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

Evaluation Criteria

LAUSD is responsible for the annual evaluation of the City's ASCEP. After-school programs are required to submit annual student outcome data from evaluations, which are conducted by

Consideration to Adopt a Resolution Authorizing the City Manager to Sign a Contract with the Los Angeles Unified School District Beyond the Bell Branch for Providing After-School Program Funds

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LAUSD. Outcome data must include measures for academic performance, attendance, and positive behavioral changes. The California Department of Education may consider the results of these evaluations when determining eligibility for a three-year grant recertification.

Project Source of Funding

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

Revised Contract

City staff has negotiated with LAUSD and Beyond the Bell Branch After-School Program in regards to amending the contract to allow the City to terminate the contract for convenience if it elects to do so.

BUDGET IMPACT:

Funding is included in City's proposed FY 2014-2015 Budget.

CONCLUSION:

In light of the foregoing analysis, City staff is recommending that the City Council adopt a Resolution authorizing the City Manager to sign a contract, and all related documents necessary for said contract, with the Los Angeles Unified School District (LAUSD) Beyond the Bell Branch for After-School Program funds for the provision of the ASCEP at schools in the City of San Fernando. The ASCEP will continue to provide a safe environment and quality supervision for children in the City during the critical after school hours. If the authorization is not approved, the City will not be able to receive funds for the ASCEP.

ATTACHMENTS:

A. Resolution No. 7617

B. Contract No. 1751 (LAUSD Contract #4400002790)

ATTACHMENT "A"

RESOLUTION NO. 7617**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO AUTHORIZING THE SIGNING OF A
CONTRACT FOR LOS ANGELES UNIFIED SCHOOL
DISTRICT BEYOND THE BELL AFTER-SCHOOL
PROGRAM FUNDS**

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

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

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

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

SECTION 1. Approve the execution of the Contract with the Los Angeles Unified School District for after-school program funds.

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

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

PASSED, APPROVED, AND ADOPTED this 16th day of June, 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 16th day of June, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**2014 - 2017****CONTRACT NUMBER:
4400002790****AFTER SCHOOL SERVICES PROVIDER:****City of San Fernando
208 Park Avenue
San Fernando CA 91340****Attention: Patty Garcia
818-898-7362
pgarcia@ci.san-fernando.ca.us****AFTER SCHOOL SERVICES
MASTER CONTRACT****1. MASTER CONTRACT**

This Master Contract ("Master Contract" or "Contract") is entered on **1st day of July 2014**, between the Los Angeles Unified School District (hereinafter referred to as "DISTRICT" or "LAUSD") and City of San Fernando (hereinafter referred to as "CONTRACTOR" or "Agency") for the purpose of providing after school services to the DISTRICT students under **CFDA grant #84.287** (21st CCLC and ASSETS) and/or After-school Education and Safety (ASES) grant.

2. TERM OF MASTER CONTRACT

The term of this Master Contract is from **July 1, 2014 through June 30, 2017** ("Term") with two one-year options. The DISTRICT may exercise the said option within 30 days prior to the expiration date of the preceding authorized period, by issuance of an appropriately funded unilateral modification to the agreement citing this special contract requirement as authority.

| | |
|-----------------|------------------------------------|
| Initial Term | July 1, 2014 through June 30, 2017 |
| Option Period 1 | July 1, 2017 through June 30, 2018 |
| Option Period 2 | July 1, 2018 through June 30, 2019 |

3. DUTIES OF THE CONTRACTOR

The CONTRACTOR shall provide after school services to DISTRICT students in accordance with the **Statement of Work (Exhibit A)**, which is attached hereto and made part hereof.

4. COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, and ordinances, and rules, policies, and regulations. CONTRACTOR shall also comply with all DISTRICT existing published, policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify the DISTRICT under the provisions of Section 22 of this Master Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with DISTRICT policies.

Funding for this contract has been provided as part of the Federal grant, the 21st Century Community Learning Centers CFDA 84.287, Grant ID # 19-07-14349-6473-4A, which was passed through the California Department of Education (CDE). Contractor shall adhere to all conditions required by Title 34 Education, Part 80 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subpart C – Post Award Requirements.

5. INTEGRATION

This Master Contract and all attachments and amendments hereto, including the **Beyond the Bell Branch (BTBB) Policies and Procedures, Exhibit D**, constitute the entire agreement between the DISTRICT and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be modified or amended only by a written amendment executed by CONTRACTOR and DISTRICT. Notwithstanding the foregoing sentence, this Master Contract may also be modified or amended by DISTRICT and without CONTRACTOR's consent to conform to administrative and statutory guidelines.

6. CONTRACT AMOUNT AND COMPENSATION

- 6.1. **CONTRACT TYPE AND CHARGES:** This is a Zero Dollar (\$0.00) based contract (i.e., indefinite-quantity, indefinite-delivery), subject to the other provisions of this Agreement, and the Work Order process described in Section 7 of this Agreement. Charges will be specified in each applicable Work Order, pursuant to Section 7 below.

CONTRACTOR shall provide all personnel, materials, and equipment required to complete, to the full satisfaction of DISTRICT, all the Services described in the **Statement of Work (Exhibit A)**. DISTRICT shall pay as full compensation for said services on a Fixed Unit Rate basis, in accordance with **Contract Pricing Summary (Exhibit B)**, attached hereto and made a part hereof.

- 6.2 The District makes no representation that any minimum amount of Services will be ordered by it (through the any school or office) from Contractor during the term of this Agreement.
- 6.3 Payment shall be contingent upon acceptance of the services and approval of invoice(s) by the Beyond the Bell Administrative Coordinator or his/her designee. DISTRICT will process payment within 30 days of receipt of invoice(s) which meet the requirements of this section, so long as DISTRICT has on file a fully executed Contract for the invoiced services. Invoices must (a) reference this Master Contract number and/or the related purchase order number(s), (b) be signed and submitted by CONTRACTOR to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this Master Contract. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within 45 days and may be rejected and/or returned to the CONTRACTOR. Additional documentation shall be furnished by CONTRACTOR to DISTRICT's Accounts Payable Branch upon request.

Mail Original Invoice(s) and Two Copies to:
Los Angeles Unified School District
Accounts Payable Branch
333 S. Beaudry Ave., 27th Floor
Los Angeles, CA 90017

Mail One(1) Copy of Invoice(s) to:
Los Angeles Unified School District
Ms. Elena Osuna (BTBB)
333 S. Beaudry Ave., 29th Floor
Los Angeles, CA 90017

Payments shall be subject to the withholding provisions of Section 39.

7. SERVICES – RESPONSE TO WORK ORDER REQUESTS

CONTRACTOR shall provide Services in response to Work Order Requests. A copy of the Work Order Form is attached hereto as **Exhibit E** and made a part hereof for purposes of any request for services made pursuant to this Agreement.

7.1 Work Order Request Process

- (a) Should LAUSD desire to obtain Services from Contractor, LAUSD will initiate a request for Services by providing such request in writing (each such request, a “Work Order Request”) to Contractor. Contractor will, within the time frame specified in such Work Order Request, prepare and deliver to LAUSD a proposed Work Order as described in **Exhibit E**.
- (b) Once submitted to LAUSD, a proposed Work Order shall constitute an offer by Contractor to implement the Services described therein on the terms set forth therein, and shall be irrevocable for a period of sixty (60) days. LAUSD shall review and may provide Contractor with comments regarding a proposed Work Order, and Contractor shall respond to such comments, if any. A proposed Work Order will become effective as a Work Order only when accepted and executed by LAUSD, subject to any required approvals within LAUSD. LAUSD is under no obligation to accept any Work Order.

7.2 Changes to Work Orders

Any change to a Work Order shall be made by the issuance of a Revised Work Order to be fully executed by the District and the Contractor.

7.3 Work Order Service Levels

Each Work Order will, if required by LAUSD, include service levels applicable to certain specified Services under the Work Order.

7.4 Contractor shall not accept any Work Order Requests under this Agreement after the end of the Period of Agreement stated in Section 2 of this Agreement. Performance of Services and the placement of Reservation Requests may not continue past that date.

8. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

- a. The term “21st Century Community Learning Centers” means those before and after school enrichment programs consisting of (1) an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science, and (2) an educational enrichment element, that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities, that are conducted in accordance with the requirements of California Education Code section 8420 *et seq.*
- b. The term “authorized DISTRICT representative” means a DISTRICT administrator assigned to the Beyond the Bell Branch.
- c. The term “credential” means a valid credential, life diploma, permit, or document in education, special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term “qualified” means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing after school services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights in a legally valid manner by the natural or adoptive parent or a court of competent jurisdiction.
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a service day meeting the requirements for payment under this Master Contract.

ADMINISTRATION OF MASTER CONTRACT**9. NOTICES**

All notices provided for by this contract shall be in writing.

Notices mailed to DISTRICT shall be
addressed to:
Harry Talbot, Administrative Coordinator

Name
Los Angeles Unified School District
Beyond the Bell Branch

333 S. Beaudry, 29th Floor

Address
Los Angeles, CA 90017

City State Zip
213 241-7900

Phone

Notices mailed to CONTRACTOR shall be
addressed to:
Patty Garcia

City of San Fernando

208 Park Avenue

Address
San Fernando, CA 91340

City State Zip
818-898-7362

Phone

With a copy to:

**Galen van Rensselaer, Contract
Administration Analyst**

Los Angeles Unified School District
Contract Administration Branch

333 S. Beaudry, 28th Floor

Los Angeles, CA 90017

City State Zip

213 241-8635

Phone

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

10. MAINTENANCE OF RECORDS/CONFIDENTIALITY

10.1 Contractor will comply with all federal, state and local laws, rules and regulations regarding personally identifiable information concerning DISTRICT students, employees and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or DISTRICT employee data provided or made available to CONTRACTOR in connection with this Master Contract (including, without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act and the Children's Internet Protection Act), and will observe all DISTRICT security procedures related to the foregoing, as in effect from time to time, including (without limitation) those set forth in DISTRICT policy bulletin No. BUL-1553 and Reference Guide No. REF-1551, "Security Standards for Networked Computer Systems Housing Confidential Information" (available at www.lausd.net).

10.2 All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. In addition, CONTRACTOR shall maintain all records for at least seven (7) years after

- the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and rollbooks of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of services; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; clearance certifications referenced in Section 30; liability and workers' compensation insurance policies; after school agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks.
- 10.3 This Master Contract, all communications and information obtained by CONTRACTOR from DISTRICT relating to this Master Contract, and all information developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of DISTRICT students being served by CONTRACTOR are confidential. Except as provided in Subsections 10.5 and 10.8, without prior written consent of an authorized representative of DISTRICT, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform DISTRICT, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from DISTRICT for any purpose other than the performance of this Master Contract, without DISTRICT's prior written consent.
- 10.4 At the conclusion of the performance of this Master Contract, CONTRACTOR shall return to DISTRICT all written materials constituting or incorporating any communications or information obtained from DISTRICT. Upon DISTRICT's specific approval, CONTRACTOR may retain copies of such materials, subject to the requirements of Subsection 10.3.
- 10.5 CONTRACTOR may disclose to any subcontractor, or DISTRICT approved third parties, any information otherwise subject to Subsection 10.3 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written agreement to adhere to the requirements of Subsection 10.3 and shall provide a copy of such written agreement to DISTRICT.
- 10.6 CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract without prior written approval of DISTRICT.
- 10.7 CONTRACTOR's obligation of confidence with respect to information submitted or disclosed to CONTRACTOR by DISTRICT hereunder shall survive cancellation, termination, or expiration of this Master Contract.
- 10.8 CONTRACTOR shall maintain DISTRICT pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees and agents who have access to confidential records (as described in Subsections 10.1, 10.2 and 10.3). CONTRACTOR shall maintain an access log for each DISTRICT student's pupil record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the DISTRICT student's pupil record. Such log may not record access to the DISTRICT student's pupil records by: (a) the DISTRICT student's parent; (b) an individual to whom written consent has been executed by

the DISTRICT student's parent; or (c) employees of DISTRICT or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the pupil record. For purposes of clause (c) above, "employees of DISTRICT or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to pupil records, and comply with parents' requests for copies of pupil records, as required by state and federal laws and regulations.

11. SEVERABILITY CLAUSE/ SURVIVAL

- 11.1 If any section, provision or portion of this Master Contract is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Master Contract shall nevertheless subsist and continue in full force and effect.
- 11.2 Sections 9, 10, 11, 12, 13, 16, 22, 39, and 41 shall survive the expiration of the Term or an earlier cancellation or termination of this Master Contract.

12. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees.

13. VENUE AND GOVERNING LAW

All questions concerning the validity, interpretation and performance of this Master Contract shall be governed by and decided in accordance with the laws of the State of California without regard to choice of law principles. The parties hereby submit and consent to venue and the exclusive jurisdiction of any state or federal courts located within the Los Angeles County, California and irrevocably agree that all actions or proceedings relating to this Master Contract all litigated in such courts.

14. INDEPENDENT CONTRACTOR

CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between DISTRICT and any individual assigned by CONTRACTOR to perform any services for DISTRICT. If DISTRICT is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR or any person performing services on CONTRACTOR'S behalf, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by DISTRICT as may result from that holding.

15. SUBCONTRACTING

- 15.1 CONTRACTOR shall provide written notification to DISTRICT before subcontracting for after school program services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of after school services for DISTRICT students, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. The insurance coverage shall be at least as broad as the insurance coverage set forth in Section 21. Each subcontractor shall maintain limits of insurance no less than the limits set forth in Section 21.
- 15.2 For all insurance coverages provided by each subcontractor the following terms apply:

- A. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At its option, DISTRICT may require a subcontractor, at the subcontractor's sole cost, to: (a) cause its insurer to reduce to levels specified by DISTRICT or eliminate such deductibles or self-insured retentions as pertain to DISTRICT, its officials and employees; or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. DISTRICT, its subsidiaries, officials and employees are to be covered as insured in respect to: liability arising out of activities performed by or on behalf of a subcontractor; products and completed operations of a subcontractor; premises owned, occupied or used by a subcontractor; or automobiles owned, hired or borrowed by a subcontractor. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its subsidiaries, officials and employees.
 - 2. For any claims related to the services performed under this Master Contract, a subcontractor's insurance coverage shall be primary insurance as it pertains to DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by DISTRICT, its subsidiaries, officials and employees shall be excess of subcontractor's insurance and shall not contribute with it.
 - 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to DISTRICT, its subsidiaries, officials and employees.
 - 4. A subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to DISTRICT.
 - C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to DISTRICT.
 - D. Each subcontractor shall furnish DISTRICT with original endorsements effecting coverage required by this clause and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by DISTRICT. All endorsements are to be received and approved by DISTRICT before work commences. As an alternative to DISTRICT's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract.
- 15.3 When CONTRACTOR enters into subcontracts for the provision of transportation services, CONTRACTOR shall ensure that each such subcontract shall require the subcontractor to procure and maintain adequate liability coverage to include General Liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 in aggregate coverage and Business Automobile Insurance with limits of at least \$5,000,000 Combined Single Limit per occurrence. CONTRACTOR shall cause any such subcontract to require that the insurance provided by a subcontractor comply with and contain the terms set forth in subsections A thru D, inclusive, set forth above.

16. PROHIBITED ACTS AND INTERESTS

- 16.1 CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Master Contract and that no person having any such interest shall be subcontracted in connection with this Master Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-DISTRICT business while on DISTRICT property or time.
- 16.2 CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to DISTRICT prior to entering into this Master Contract any and all circumstances existing at such time that pose a potential conflict of interest.
- 16.3 CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of DISTRICT any cash or noncash gratuity or payment with a view toward securing any business from DISTRICT or influencing such person with respect to the conditions or performance of any contracts with or orders from the DISTRICT, including without limitation this Master Contract. Any breach of this warranty shall be a material breach of each and every contract between DISTRICT and CONTRACTOR.
- 16.4 As a condition of this Master Contract, CONTRACTOR agrees to comply with DISTRICT's **Contractor Code of Conduct**, which is attached hereto as **Exhibit C** and made a part hereof.
- 16.5 Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide DISTRICT with all documents or other information reasonably necessary to enable DISTRICT to determine whether or not a conflict of interest existed or exists.
- 16.6 Neither CONTRACTOR nor its employees, nor its subcontractors or their employees, shall give or offer to give any campaign contribution to any member of DISTRICT in violation of Government Code section 84308.
- 16.7 No DISTRICT official or employee, spouse or economic dependent of such official or employee, shall have any direct financial interest in any transaction resulting from this Master Contract.
- 16.8 Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Master Contract, in addition to whatever other remedies DISTRICT may have.

17. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or in the performance of services under this Master Contract.

18. REPORTS/MEETINGS/EVALUATIONS

- 18.1 CONTRACTOR shall complete all reports required by DISTRICT, the State of California, or the federal government within 15 business days of CONTRACTOR's receipt of notification that a report must be submitted, except in those cases where a specific provision of this Master Contract sets forth a different submittal deadline. A CONTRACTOR representative or representatives shall attend all central, site coordinator/supervisor and staff meetings and trainings as mandated by the Beyond the Bell Branch, including, but not limited to, the meetings and trainings described within in Subsections 18.2, 18.3, 18.4, and 18.5, below.

- 18.2 **All** CONTRACTOR staff shall annually attend a DISTRICT-sponsored five-hour training on DISTRICT Rules, Regulations, Procedures and Program Implementation. In the event CONTRACTOR staff is hired following the scheduled training, DISTRICT shall make such training available through alternatives methods to be determined by the DISTRICT.
- 18.3 CONTRACTOR site supervisors and staff responsible for supervising site supervisors may attend a minimum of one of the three three-hour DISTRICT-provided trainings ("Level II Program Training"). Level II Program Training is designed to provide the minimum required training; CONTRACTOR is encouraged to provide supplemental training to enhance and supplement DISTRICT-provided trainings.
- 18.4 CONTRACTOR shall ensure that a representative with decision-making authority attends all monthly program executive committee meetings mandated by Beyond the Bell Branch. In the event CONTRACTOR's designated representative is unavailable, CONTRACTOR shall send another staff member with decision-making authority as CONTRACTOR'S representative.
- 18.5 In the event CONTRACTOR fails to meet attendance goals established in this Master Contract, CONTRACTOR shall meet with Beyond the Bell Branch staff to develop a program improvement plan.
- 18.6 CONTRACTOR shall participate in all DISTRICT, State, and federal inspections and evaluations.
- 18.7 CONTRACTOR'S failure to meet the requirements of this Section 18 shall subject CONTRACTOR to the payment withholding provisions of Section 39, below.

TERMINATIONS

19. TERMINATION FOR CONVENIENCE

- 19.1 Either party may, by written notice to the other Party, terminate this Master Contract in whole or in part at any time, for convenience. Termination for convenience shall be effective upon receipt of written notice. If notice is to DISTRICT, notice shall be received at least 30 days prior to date of termination. If notice is to CONTRACTOR, upon receipt of such notice, CONTRACTOR shall:
 - A. immediately discontinue all services affected (unless the notices direct otherwise); and
 - B. deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process. Termination of this Master Contract shall be as of the date of receipt by CONTRACTOR of such notice.
- 19.2 If the termination is for the convenience of DISTRICT, CONTRACTOR shall submit a final invoice within 60 days of termination and DISTRICT shall pay CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract.
- 19.3 CONTRACTOR shall not be entitled to anticipatory or consequential damages or lost profits as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

20. TERMINATION FOR DEFAULT

- 20.1 DISTRICT may, by written notice to CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and following a reasonable opportunity to cure. Upon receipt of such notice, CONTRACTOR shall:
- A. immediately discontinue all services affected (unless the notice directs otherwise) and
 - B. deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process. Termination of this Master Contract shall be as of the date of receipt by CONTRACTOR of such notice.
- 20.2 If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, DISTRICT may take over the services, and complete the services by contract or otherwise. In such case, CONTRACTOR shall be liable to DISTRICT for any reasonable costs or damages occasioned to DISTRICT thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of CONTRACTOR to fulfill its obligations will be charged to CONTRACTOR and will be deducted by DISTRICT out of such payments as may be due or may at any time thereafter become due to CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to the DISTRICT upon notice of the excess so due.
- 20.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of DISTRICT. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.
- 20.4 CONTRACTOR shall not be entitled to anticipatory or consequential damages or lost profits as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of DISTRICT provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

INSURANCE/INDEMNIFICATION

21. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed, admitted or authorized insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence
 \$ 100,000 fire damage
 \$ 5,000 med expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 products/completed operations aggregate
 \$3,000,000 general aggregate

- B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.

(If CONTRACTOR provides transportation services to students, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limit business auto liability policy of no less than \$5,000,000 per occurrence.)

- C. Workers' Compensation and Employers Liability Insurance covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with state and federal laws.

Part A – Statutory Limits

Part B - Employer's Liability - \$1,000,000/\$1,000,000/\$1,000,000

Sole Proprietors (with no employees paid via W-2) are exempt from providing Workers' Compensation (WC) coverage, but must provide a signed Worker's Compensation Statement.

- D. Errors & Omissions (Professional Liability) coverage, with the following limits:

\$1,000,000 per occurrence/ \$1,000,000 aggregate

- E. Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement with minimum limits of:

\$1,000,000 per occurrence and \$1,000,000 general aggregate.

F. CONTRACTOR, not later than the date that CONTRACTOR submits a partially executed Master Contract to LAUSD for its signature, and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability Insurance form, ACORD 25 or equivalent insurance industry standard certificate. The policy shall include an endorsement providing a thirty (30) day non-renewal/cancellation notice to LAUSD as the additional insured. The Commercial General Liability and Business Auto policies shall name the Los Angeles Unified School District and the LAUSD Board of Education of the City of Los Angeles as additional insured. Premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'S obligations under this contract at no additional charge. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this Master Contract.

G. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, and all deductibles and retentions above \$100,000 require LAUSD Risk Management review.

If LAUSD determines that change in insurance coverage obligations under this section is necessary, LAUSD may reopen negotiations to modify the insurance obligations.

In the event that CONTRACTOR enters into subcontracts for the provision of transportation services, the insurance requirements with respect to such subcontractor are set forth in Section 19 of this Master Contract.

22. INDEMNIFICATION AND HOLD HARMLESS

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor shall indemnify District as follows:

22.1 General Indemnity

- A. Contractor shall indemnify and hold District and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.
- B. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).

22.2 Proprietary Rights Indemnity

Contractor shall indemnify and hold harmless District, its officers, directors, employees, agents from and against any losses suffered by District as a result of Contractor's breach of its warranties set forth in this Agreement. Contractor shall defend, indemnify, and hold harmless District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense. No settlement shall be made without notice to, and the prior written consent of, District.

EDUCATIONAL PROGRAM

23. APPROPRIATE AFTER SCHOOL SERVICES

Unless otherwise agreed to in writing between CONTRACTOR and DISTRICT, CONTRACTOR shall be responsible for the provision of all appropriate personnel, supplies, or equipment to provide all after school services described in **Statement of Work (Exhibit A)**, which is attached hereto and made a part hereof. CONTRACTOR shall make no charge of any kind to parents for after school services as specified in Exhibit A.

24. AFTER SCHOOL PROGRAM

CONTRACTOR'S after school program shall be described in **Statement of Work (Exhibit A)**. CONTRACTOR must receive DISTRICT's approval of CONTRACTOR'S after school program before the participation of DISTRICT students in CONTRACTOR'S program. The Beyond the Bell Branch will collaborate with CONTRACTOR to develop performance objectives and program expectations for the after school program.

25. CALENDARS

CONTRACTOR shall be provided with a DISTRICT-developed/-approved calendar. CONTRACTOR shall provide services pursuant to the DISTRICT-developed/-approved calendar. CONTRACTOR shall bill only for services provided on billable days.

26. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of DISTRICT students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 34 CFR 106.8 (a) (d) and 106.9 (a), and any other policies required by law. CONTRACTOR shall provide documentation of these procedures to the Beyond the Bell Branch not later than the date that this Master Contract is signed.

27. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to DISTRICT students and all facilities including, but not limited to, the instructional setting, recreational activity areas and meeting rooms. CONTRACTOR shall comply with any known court orders regarding parental visits and access to DISTRICT students.

28. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on DISTRICT public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and DISTRICT procedures regarding visitors to school campuses specified by the Beyond the Bell Branch, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies necessary to implement the provision of services on DISTRICT public school campuses.

29. MONITORING

- 29.1 CONTRACTOR shall allow access by DISTRICT to its facilities for periodic monitoring. DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.
- 29.2 CONTRACTOR shall participate in an annual review process as deemed appropriate by DISTRICT. This review will address, among other things, programmatic aspects of the CONTRACTOR, compliance with relevant state and federal regulations, assessments of DISTRICT students, DISTRICT student achievement growth, and Master Contract compliance.
- 29.3 CONTRACTOR shall participate in any reviews, including without limitation, self reviews as required by law.
- 29.4 CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

PERSONNEL

30. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 45125.1, 35021.1, 35021.2, and 49406, including, but not limited to:

- 1) Obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, prior to service with any DISTRICT student. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, shall not come in contact with DISTRICT students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to DISTRICT that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, or contractors who may come into contact with DISTRICT students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 45122.1, unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 45125.1 (f)(1) or (2). Clearance certification shall be submitted to the Beyond the Bell Branch pursuant to the requirements of the Beyond the Bell Branch. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

- 2) Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR's employees and volunteers and subcontractors receive clearance for TB prior to providing services under this Agreement..

31. STAFF QUALIFICATIONS

- 31.1 CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified in the area in which the individuals are providing after school services, and/or individualized instruction.
- 31.2 CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or is otherwise qualified and trained to provide the service.
- 31.3 CONTRACTOR personnel assigned as site supervisors shall, at a minimum, meet the DISTRICT's requirements for employment as a paraeducator. Selection of the school site supervisor shall be subject to the approval of the schoolsite principal.

32. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

- 32.1 Before the start of service, CONTRACTOR shall submit to DISTRICT a staff list, and all current licenses, credentials, permits and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide after school services held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide services under this Master Contract. CONTRACTOR shall ensure that all credentials are on file at the Office of the County Superintendent of Schools. CONTRACTOR shall, in a manner specified by the Beyond the Bell Branch, notify DISTRICT in writing within five (5) school days when personnel changes occur which may affect the provision of after school services to DISTRICT students.
- 32.2 CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide services under this Master Contract. CONTRACTOR shall provide to DISTRICT updated information regarding the status of licenses, credentials, permits and/or other documents quarterly during the Term.

HEALTH AND SAFETY MANDATES

33. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student health and safety.

34. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by mail, any accident or incident report to the Beyond the Bell Branch. CONTRACTOR shall submit accident or incident reports pursuant to the procedures specified by the Beyond the Bell Branch.

35. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees that all staff members, including volunteers, are familiar with and agree to adhere to its child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the Beyond the Bell Branch at least twice per year, in September and in April. CONTRACTOR must develop and/or maintain a written child abuse reporting procedure.

36. REPORTING OF MISSING CHILDREN

CONTRACTOR assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the Beyond the Bell Branch. CONTRACTOR must develop and/or maintain a written missing children reporting procedure.

FINANCIAL**37. ENROLLMENT, CONTRACTING, AND ATTENDANCE REPORTING**

37.1 CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Beyond the Bell Branch.

37.2 CONTRACTOR shall maintain daily registers for each site served by CONTRACTOR that identify each DISTRICT student served by CONTRACTOR. Original daily registers shall be completed and signed by the relevant CONTRACTOR's site supervisor and shall be available for review, inspection, or audit by DISTRICT during the Term and for a period of seven (7) years thereafter.

37.3 CONTRACTOR shall comply with the attendance reporting requirements of California Education Code sections 8421 and 8422. CONTRACTOR shall submit monthly attendance reports by the fifteenth (15th) of every month. Attendance reports are due even for zero attendance reporting.

37.4 CONTRACTOR shall submit Quarterly Expenditure Reports documenting expenditures related to services provided under this Master Contract. Expenditures must comply with the requirements of the 21st CCLC program and DISTRICT policy.

38. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of the District. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

39. RIGHT TO WITHHOLD PAYMENT

- 39.1 DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) after school services are provided to DISTRICT students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or d) CONTRACTOR receives payment from another agency or funding source for a service provided to a DISTRICT student.
- 39.2 If the basis for the withholding is subsection(s) (a) and/or (b) above, DISTRICT may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment. If the basis for the withholding is subsection (c) above, DISTRICT may only withhold payment for services provided by the individual. If the basis for the withholding is subsection (d) above, DISTRICT may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the DISTRICT student.

40. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of after school services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of after school services to DISTRICT students.

41. INSPECTION AND AUDIT

- 41.1 CONTRACTOR shall maintain and DISTRICT shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Master Contract.
- 41.2 CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents describing the services provided used to record the provision of related services; daily service logs and notes and other documents used to record provision of services provided; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, clearance documentation referenced in Section 30, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and worker's compensation insurance policies; certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks. Such access shall include unannounced inspections by DISTRICT. CONTRACTOR shall make available to DISTRICT all budgetary information including operating budgets submitted by CONTRACTOR to DISTRICT for the relevant contract period being audited.
- 41.3 CONTRACTOR shall make said evidence and documents available at the office of DISTRICT or CONTRACTOR'S offices (to be specified by DISTRICT) at all reasonable times and without charge. Said evidence/documents shall be provided to DISTRICT within five (5) working days of a written request from DISTRICT. CONTRACTOR shall, at no cost to DISTRICT, provide assistance for such examination or audit. DISTRICT's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, it shall be provided in a format that is accessible and readable by current software by DISTRICT.

- 41.4 CONTRACTOR shall obtain from its subcontractors and suppliers written agreements incorporating the requirements of this section and shall provide a copy of such agreements to DISTRICT upon request by DISTRICT.
- 41.5 If an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes DISTRICT monies as a result of CONTRACTOR'S overbilling or failure to perform, in whole or in part, any of its obligations under this Master Contract, DISTRICT shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and DISTRICT otherwise agree in writing, CONTRACTOR shall pay to DISTRICT the full amount owed as result of CONTRACTOR'S overbilling and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to DISTRICT within thirty (30) days of receipt of DISTRICT's written notice demanding payment.

42. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD**

The following certification is applicable only to contracts for \$25,000 or more which are funded by Federal funds (including those passed through other agencies).

By signing this agreement, the Contractor certifies that the CONTRACTOR and any of its principals and/or subcontractors:

- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (B) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of the offenses listed in Subsection (B), above.

43. **BUDGET REDUCTIONS**

In the event that, in the current or any subsequent fiscal year, the Board of Education fails to appropriate sufficient funds to fund the Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, District may either (a) terminate the Contract, without further liability to District, or (b) propose an amendment to the Contract for an amended definition of the Work and at a lower price. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks, District shall have the option to suspend performance of the Contract and suspend payments to the Contractor until the Board of Education rescinds the suspension. In any event, the Contractor shall be paid in accordance with the Contract for Work performed through the date of termination, amendment, or suspension of payments. In no event shall District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

44. GRANT FUNDING

Contractor acknowledges that DISTRICT's payments to CONTRACTOR are specifically conditioned upon the DISTRICT's receipt of funding from the 21st Century Community Learning Centers (21st CCLC) Cohort 9 Grant. If DISTRICT'S receipt of such grant funding is delayed, the DISTRICT reserves the right to suspend payments to CONTRACTOR until such time as grant funding resumes. If such grant funding terminates, the DISTRICT has no obligation to continue payments, other than for completed work, to CONTRACTOR and the term of this Master Contract terminates immediately. Likewise, the CONTRACTOR may suspend performance as the DISTRICT suspends payment. The DISTRICT is not liable to make any payments to the CONTRACTOR except to the extent that the grant funds are available to fund this Master Contract. In the event the DISTRICT terminates payment under this provision, CONTRACTOR shall likewise terminate performance.

45. FURTHER ASSURANCES

Each party shall provide such further documents and instruments and take such other actions as may be reasonably necessary or desirable to give effect to this Master Contract and to carry out its provisions.

46. RIGHTS IN PROPERTY

46.1 Unless otherwise agreed to in writing by the DISTRICT and CONTRACTOR, all deliverables, documents, products, data and/or other property (collectively "Property") developed by CONTRACTOR (and its subcontractors) in connection with the performance of this Master Contract shall be the property of and belong solely to the DISTRICT, without restriction or limitation on their use, and shall be made available upon request to the DISTRICT at any time and at no additional cost.

46.2 Any such Property not previously delivered shall be delivered to the DISTRICT, at no additional cost, upon completion of CONTRACTOR's performance under this Master Contract, whether by contract termination or expiration. Title to the Property shall pass to and vest in the DISTRICT upon CONTRACTOR's delivery of such property. CONTRACTOR shall be permitted to retain copies of the Property; however, any publication thereof shall be subject to the advance written approval of the DISTRICT.

46.3 CONTRACTOR shall agree to grant to the DISTRICT, at no additional cost, a royalty-free license to publish, translate, reproduce, deliver, and use as it deems fit any Property delivered pursuant to this Master Contract.

46.4 CONTRACTOR shall execute, acknowledge and deliver promptly to the DISTRICT proper bills of sale or other written instruments of title in a form as may be required by the DISTRICT, at no additional cost. Said instruments shall convey to the DISTRICT title to the Property free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

47. ADDITIONAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED CONTRACTS

This Agreement and performance under this Agreement shall comply with Title 34, Code of Federal Regulations, Part 80, subsections 80.36 (i)(3)-(i)(13) to the extent applicable.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS MASTER CONTRACT TO BE DULY EXECUTED.

- CONTRACTOR -

- DISTRICT -

CITY OF SAN FERNANDO

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____
Signature of Authorized Date
Representative

By: _____
George Silva
Chief Procurement Officer

Print Name and Title

Date

EXHIBIT A

AFTER-SCHOOL PROGRAMS

STATEMENT OF WORK

1.0 SCOPE

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

* Academic Enrichment activities utilize the District's identified Core Subjects (i.e., Math, English, Reading, Science, etc.) to help students meet state and local academic standards. Types of potential activities are homework assistance, tutoring, CAHSEE Prep, A. P. courses, Credit Recovery Courses, etc.

Educational Enrichment activities utilize the District's identified Core Subjects to provide activities that are designed to reinforce and complement the regular academic program. Through disguised learning/scaffolding of subjects, students participate in activities such as Music, Art, Theatre, Dancing, Leadership, Cooking, Physical Education/Recreational, and Technology.

Physical Education/Recreational Activities are considered Educational Enrichment activities. LAUSD – Beyond the Bell Branch expects CBOs operating under the grant(s) to offer a physical education/recreational activity daily. (This is a District Requirement.)

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

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

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

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

Desired Outcomes:

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

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

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

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

Summary of Program Dimensions:

Each categorical program is reviewed using the following interrelated seven dimensions:

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

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

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

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

- 1.2.(ASES, 21st CCLC, ASSETs) The program was developed and will be carried out in active collaboration with the schools the students attend and integrated with the regular school day and other extended learning opportunities. (EC 8483.3[c][5]; 20 U.S.C. 7174[b][2][D])
1. 3. (ASES, 21st CCLC, ASSETs) Offsite programs align the educational and literacy/academic assistance element of the program with participating students' regular school programs. (EC 8484.6[a])

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

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

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

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

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

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

- 4.1 (ASES, 21st CCLC) The after-school program component commences immediately upon the conclusion of the regular school day and operates a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (EC 8483)
- 4.2 (ASES, 21st CCLC) Before school programs operate for no less than one and one-half hours each regular school day. (EC 8483.1[a][1]) *(Services under this contract shall only apply to after-school programs.)*

4.3 (ASES, 21st CCLC) The Contractor (CBO) that operates both a before- and after-school program during summer, intersession, or vacation periods operates these programs a minimum of four and one-half hours per day. (EC 8483.2) (*Services under this contract shall only apply to after-school programs.*)

4.4 (ASSETs) The Contractor (CBO) operates a minimum of 15 hours per week, which may include after school and any combination of before school, weekends, summer, intersession, and vacation. (EC 8421[c], 8422 [d] [1,2])

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

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

6.1 (ASES, 21st CCLC, ASSETs) The nutritious snack conforms to the nutrition standards in Article 2.5 of Chapter 9 of Part 27. (EC 8482.3[d])

6.2 (ASES, 21st CCLC) The before school program offers a breakfast meal for attending students as described by Section 49553. (EC 8483.1[c]) (*Services under this contract shall only apply to after-school programs.*)

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

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

8.1 (ASES, 21st CCLC, ASSETs) The Contractor (CBO) reviews its after-school program plan every three years including, but not limited to, program goals, program content, outcome measures, and other information requested by CDE. (EC 8482.3[g][1])

8.2 (ASES, 21st CCLC, ASSETs) The Contractor (CBO) maintains documentation of the after-school program plan for a minimum of five years. (EC 8482.3[g][1][F])

8.3 (ASES, 21st CCLC, ASSETs) The Contractor (CBO) submits program attendance data semiannually and regular school day attendance data annually. (EC 8482.3[f][10][A-C], 8483.55[c][4], 8484.8[e][5], 8426[d])

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

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

- (a) Type
- (b) Model
- (c) Serial number
- (d) Funding source

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

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

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

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

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

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

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

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

12.2 (21st CCLC, ASSETs) The Contractor (CBO) conducts an annual fiscal audit. (*EC 8484.8[b][3]*)

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

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

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

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

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

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

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

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

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

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

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

VI-BASP 20. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) provides services in a safe and easily accessible facility that ensures students travel safely to and from the program site and home.

(20 U.S.C. 7174[2][A]; EC 8484.6[a])

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

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

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

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

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

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

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

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

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

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

O-P-T-I-O-N-A-L S-E-R-V-I-C-E-S

Grant Support Services

When funds have been available, the Beyond the Bell Branch has undertaken, with a selected Contractor(s), the development of new programs to meet emerging needs of the existing grants and new funding sources.

Requirements and Key Highlights of (Optional Services) Grant Support Services:

- These services are not tied to a per-student rate;
- Rates/costs are negotiated on a program-by-program basis and on an as-needed basis;
- **The selection of the Contractor is at the sole discretion of the Beyond the Bell Branch**
 - BTBB selects a Contractor on a year-to-year basis
 - Provision of services in the 2014-2015 School Year does not obligate the District to contract with the same vendor for the 2015-2016 School Year, etc.
 - BTBB reserves the right to select a different Contractor for each of the four (4) programs listed below
 - Contractor must have a current executed Contract, for High School After-School Programs that results from RFP 2000000050-2, with the District (Beyond the Bell Branch)
 - Contractor must be a provider of After-School Programs to High School level schools for LAUSD's BTBB
 - Contractor must commit to the full calendar of activities, for the full school year, for any of the four programs (e.g. Cyber-Patriot) awarded to Contractor

Contractors will work with groups of schools to train students and staff on program implementation. The focus on this component will be to develop activities—as required and that may change on a year-to-year basis—that can be demonstrated and implemented system-wide. Categories of services under this task may include Professional Development, Leadership Training, and Planning. These activities will be primarily related to grants from the TUPE program: Anti-Drug, Safe School, and Anti-Tobacco Campaigns, as well as any additional grant funding that BTBB may acquire. Contractor and BTBB shall jointly determine the details of the tasks to be performed under this section. BTBB will issue written direction to Agency confirming the details in a Work Order, which shall indicate:

- a. Description of the project, by category (Program Development, Leadership Training, Planning, etc.)

- b. Estimated number of recipients or attendees, if applicable
- c. Date (s) of service
- d. Not-to-exceed amount for the project

Contractor will only be paid for services rendered.

The Four (4) Programs Currently Under the "Optional Services" are:

1. Beyond the Bell Leadership Campaign

The Beyond the Bell Leadership Campaign ("Leadership Campaign") is a High School program designed to develop student leaders in association with after school programs managed by the Beyond the Bell Branch.

Beyond the Bell Branch through its partnership with Community Based Agencies has developed a comprehensive Leadership Campaign Program. The desired outcome of the Firm providing Leadership Campaign Programming is to create student interest in the participation of our after-school programs and develop leadership skills that foster collaboration between school and community members through the following programs:

- Leadership: The primary goal of the Leadership component is to create a foundation of high school students at each campus that assist in designing their after school programs, influence change, market the programs, recruit other students and train as campus and community leaders through that process.
- Civic Events: Student leaders support civic campaigns on campus to support youth health education and awareness. The Leadership Council is coached on how to run the T.U.P.E. campaign, support and market these civic events and recruit participation. Promoted events include, but are not limited to:
 - Do the Write Thing Campaign – essay writing campaign that gives the students an opportunity to reflect on the impact of violence on their lives and to write about what they think should be done to reduce youth violence.
 - "Kick Butts Day" – Smoking Cessation Campaign.
 - Denim Day – Campaign against domestic and sexual violence. Community members, elected officials, businesses and students make a social statement with their fashion as they wear jeans as a visible means of protest against misconceptions that surround assault. Students spread the message to their schools and organizing their own Denim Day activities around anti-violence.
 - Great American Smoke Out – Campaign to promote smoking cessation by designating one day to be tobacco free. All participating schools and their after school agencies promote the campaign on their respective campuses.
 - Community Service Days – Leadership Councils at each high school choose individual causes (homeless, elderly, animal rescue, literacy, etc.), raise money and volunteer time for their individual causes.
 - Art Events: Are to showcase students' talents.
 - Matriculation Event: Will provide a bridge between middle school and high school through the engagement of high school students with incoming middle school students. Programs shall include teambuilding exercises and coaching as well as tours and social events for the incoming students.

Leadership Campaign—Information About 2013-2014 School Year:

| | |
|------------------------------|---|
| Grade Level Served: | Majority High Schools (some Middle Schools) |
| Approximate Budget: | \$325,910 (Budget may vary year-to-year.) |
| # of School Sites: | 52 |
| Approximate Cost Per-School: | \$6,267.50 |

2. Beyond the Bell Cyber-Patriot Program:

The Cyber-Patriot Program was created to teach high school students the fundamentals of Cyber-security and to prepare them for careers in Science, Technology, Engineering, and Math (STEM) related fields. Students are taught the importance of securing computers against real-world cyber threats and the implications of said threats on everyday life. Students learn the basic components of computers and gradually learn more intricate levels of computer terminology and theory, such as networking and computer forensics. The end result is that of a high school student with extensive knowledge of Cyber-security and college credits, graduating with one or more computer certifications and an understanding of what STEM related field fits his or her needs.

The desired outcome of the Contractor providing Cyber-Patriot Programming is to create student interest in the fundamentals of STEM related fields concentrating on safeguarding our Nation's Computer Technology Infrastructure.

Services required by the prospective Contractor include but are not limited to:

- Providing the infrastructure and leadership to successfully implement Beyond the Bell's Cyber-Patriot Curriculum.
- Providing personnel to support student progress throughout the competition, and the college credit program. These individuals are usually College students that can relate to the students and help them understand moderately difficult technical terms and cyber-security principles.
- Providing the necessary oversight to ensure the Cyber-Patriot Program is effectively monitored and evaluated.

Cyber-Patriot Campaign—Information About 2013-2014 School Year:

| | |
|------------------------------|---|
| Grade Level Served: | Majority High Schools (some Middle Schools) |
| Approximate Budget: | \$45,800 (Budget may vary year-to-year.) |
| # of School Sites: | 25 |
| Approximate Cost Per-School: | \$1,832 |

3. Beyond the Bell TUPE Program (Youth Leadership Campaign)

Beyond the Bell Branch through its partnership with Community Based Agencies has developed a comprehensive Tobacco Use Prevention Education Program (TUPE). The desired outcome of the Firm providing TUPE Programming is to create student interest in the cessation of tobacco use through the following programs:

- Anti-Tobacco Ambassador Training
- Campus Outreach/Awareness Events
- Health Fairs

- Student Advocacy Projects
- Project TIME (Tobacco Industry Manipulation Exposed)
- Health Careers Track
- Youth Referral/Cessation Program
- Parent Outreach

TUPE Campaign—Information About 2013-2014 School Year:

| | |
|------------------------------|---|
| Grade Level Served: | All High Schools |
| Approximate Budget: | \$602,750 (Budget may vary year-to-year.) |
| # of School Sites: | 60 |
| Approximate Cost Per-School: | \$10,045.83 |

4. Beyond the Bell Language in Action Program

The Language in Action Program was created to provide Educational Enrichment Programs to students identified as English Learners. Beyond the Bell Branch will use Equitable Access funds to implement a program targeted to the needs of the large numbers of English-language Learner (EL) students that we expect to participate in the District's 21st Century ASSETs programs. The District's total population of EL students nears one-third of enrollment at the schools being served.

Beyond the Bell Branch through its partnership with Community Based Agencies has developed a comprehensive English Language Development Program. The desired outcome of the Firm providing Language in Action Programming is to create student interest in the participation of our after-school programs and acquire English skills to assist the students to re-designate through the following programs:

- A one-week intensive language immersion program at the school site during after school program hours.
- A series of 10 follow-up project-based learning activities per site scheduled regularly throughout the school year during the after school program designed to further develop language skills using Specially Designed Academic Instruction in English (SDAIE) strategies. Both peer mentors and after-school program staff will receive SDAIE training.
- A weekend day experience following the follow-up program in which students will visit a local college campus. During this event students will engage in a variety of activities to develop oral language skills and increase vocabulary, while also forming social bonds, and providing tools for seeking higher education opportunities.

Language in Action Program—Information About 2013-2014 School Year:

| | |
|------------------------------|---|
| Grade Level Served: | All High Schools |
| Approximate Budget: | \$1,175,396 (Budget may vary year-to-year.) |
| # of School Sites: | 58 |
| Approximate Cost Per-School: | \$15,000 - \$20,000 |

5. Other Programs Not Yet Defined

The LAUSD's Beyond the Bell Branch reserves the right to augment or reduce the "Optional Services" as determined by the BTBB for reasons that may include, but are not limited to fund availability.

END OF STATEMENT OF WORK

EXHIBIT B

Beyond The Bell Branch - RFP NO.: 2000000050-2
Form #10: Contract Pricing Summary and Proposer Certification

R-E-V-1-S-E-D (1/22/14)
Proposer Certification

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

| | | |
|--|---|--|
| CONTRACT PRICING SUMMARY (After-School Programs) RFQ NO. 2000000050-2 | LAUSD | Page <u>1</u> of <u>1</u> |
| Company Name | Name and Title of Authorizer | |
| Home Office Address | Signature of Authorizer & Date | |
| Services to be Performed: After-School Programs for Elementary Schools | Total Per Student Per Day (Rate is <u>not</u> negotiable.) \$5.40 | |
| Services to be Performed: After-School Programs for Middle Schools | Total Per Student Per Day (Rate is <u>not</u> negotiable.) \$5.06 | |
| Services to be Performed: After-School Programs for High Schools | Total Per Student Per Day (Rate is <u>not</u> negotiable.) \$8.20* *May be as low as \$6.80-variance will depend on individual school's participation in District-initiated programs. | |

EXHIBIT C

LOS ANGELES UNIFIED SCHOOL DISTRICT
Contractor Code of Conduct
(excerpted version)

PROCLAIMER: Please note this is only a high-level excerpt of LAUSD's Contractor Code of Conduct. Each and every LAUSD Contractor is solely responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in the complete Code which can be obtained from the Procurement Services Group, the Facilities Contract Branch or from the LAUSD Ethics Office website: www.lausd.net/ethics.

Preamble

Los Angeles Unified School District's Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process. This Code is premised on three concepts:

- *Ethical and responsible use of scarce public tax dollars is a critical underpinning of effective government*
- *Contracting integrity and quality of service are the shared responsibilities of LAUSD and our Contractors*
- *Proactive and transparent management of potential ethics concerns improves public confidence*

This Code sets forth the ethical standards and requirements that all Contractors and their Representatives shall adhere to in their dealings with or on behalf of LAUSD. Failure to meet these standards could result in sanctions including, but not limited to, avoidance of current or future contracts.

Prohibited Activities

A Contractor, its Representative(s) and all other agent(s) acting on its behalf are prohibited from engaging in the following activities:

GENERAL PROHIBITIONS

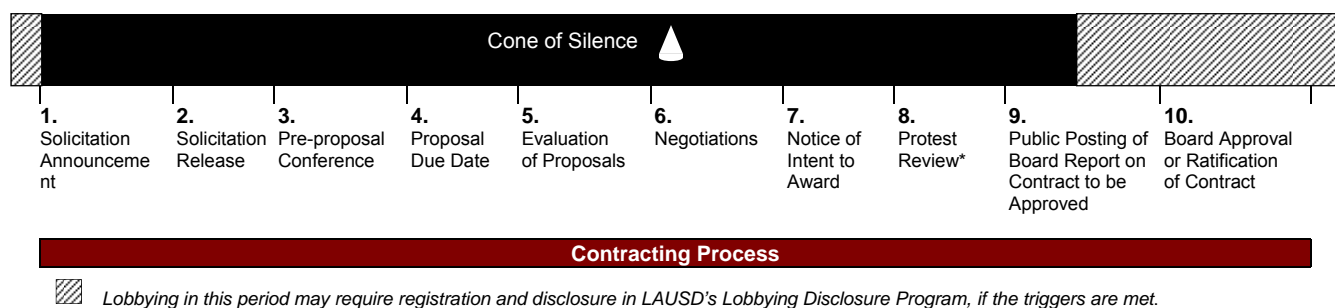
- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- A. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- B. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- C. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- D. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*
- E. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- F. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
 - (1) Providing any gifts at all to a procurement employee;
 - (2) Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and
 - (3) Providing gifts without the necessary public disclosure when disclosure is required
- G. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- H. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- I. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*

- J. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- K. *Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*
- L. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

CONTRACTING PROHIBITIONS

- M. *Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor's obligation*
 - (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.
- N. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
 - (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.

Schematic of LAUSD's Competitive Contracting Process (Illustrative Only)



* Note: Protests can sometimes extend past the contract approval process

- (2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.
- P. *Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*
- Q. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*
- R. *Making any substitution of goods, services, or talent that does not meet contract specifications without prior approval from LAUSD*
- S. *Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*
- T. *Requesting, attempting to request, or accepting—either directly or indirectly—any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential bidders*
- U. *Submitting a bid as a propose or sub-proposer on a particular procurement after participating in its development (e.g. identifying the scope of work, creating solicitation documents or technical specifications, developing evaluation criteria, and preparing contractual instruments)*

LOBBYING PROHIBITIONS

- V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*
- W. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*
- (1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

Ready to learn more? Check out additional contractor resources and the online contractor quiz on: www.lausd.net/ethics,

Ask LAUSD Ethics Office: (213) 241-3330

EXHIBIT D

Los Angeles Unified School District

Beyond the Bell Branch

Extended Learning and Enrichment Programs

BEYOND THE BELL CERTIFICATIONS

Under contract requirements, the following are Beyond the Bell Branch's (BTBB) Policies and Procedures:

A. UPON EXECUTION OF THE CONTRACT:

- All Agency staff and volunteers must annually attend the BTBB Youth Services – “District and Emergency Procedures Training.”
- Agency will submit and maintain employee and volunteer clearances.
- Agency must submit an annual MOU between BTBB, Agency and Site Administrator.
- Agency must submit Program Plan, revised annually.
- Department of Justice and Federal Bureau of Investigation approval prior to contract start date.

B. ONGOING THROUGHOUT SCHOOL YEAR:

- Agency will submit monthly attendance figures to Beyond the Bell Branch. By “attendance figures” we mean electronic rosters of all the students that participated in the program during that specific month and the days they participated. It should include all the data required in the Attendance Template (which we provide). Attendance should be submitted by the 15th of the subsequent month every month.
- BTBB personnel will conduct visits to randomly selected sites to monitor program implementation, attendance rosters, supervision, access to facilities, safety, inventory and quarterly expenditure reports. The findings are reported to BTBB.
- Agency will provide a snack/supper to all program participants every day of the program.
- All programs will remain open from the close of school until at least 6 pm.
- All Agency site staff must wear identifying clothing at all times.
- Agency authorized Executive must attend all BTBB meetings. In the event that Executive is unavailable, representative with decision making authority must attend.
- Agency will submit a copy of their individual annual audits/financial statements to BTBB as they occur.
- Agency will submit a quarterly expenditure report for each of their school sites.
- Each site must have a Site Coordinator that may not be counted as part of the 20 to 1 mandatory staff to student ratio.
- If agency is operating at an elementary or middle school, an Early Release Policy must be enforced.

- Agency must comply with Federal Program Monitoring review at least once per school year at one school site to be selected by CDE and/or BTBB.
- BTBB will review Agency's attendance on a quarterly basis. If at the end of the third quarter, it appears that Agency will not serve the projected number of students in the contract, BTBB reserves the right to reduce the Agency contract amount. For ASES programs only, as an alternative to having BTBB reduce the contract amount, Agency may submit a proposal to BTBB which states how the remainder of the money in the contract will be spent at the school site to increase subsequent year's attendance. BTBB and/or the school site administrator reserve the right to approve or deny the proposal. If approved, the proposal will be memorialized in a "Memorandum of Understanding" signed by the school site administrator and the Agency Executive Director.

C. GRANT SUPPORT SERVICES:

- If selected by BTBB, Agency will work with BTBB staff to develop new programs to meet emerging needs of existing grants and new funding sources. Contractors will work with groups of schools to train students and staff on program implementation. The focus on this component will be to develop replaceable activities that can be demonstrated and implemented system wide. Categories of services under this task are Professional Development, Leadership Training, and Planning.
- These activities will be primarily related to grants from the TUPE program: Anti-Drug, Safe School, and Anti-Tobacco Campaigns, as well as any additional grant funding that BTBB may acquire. Contractor and BTBB shall jointly determine the details of the tasks to be performed under this section. BTBB will issue written direction to Agency confirming the details in a document called a "Project Confirmation Letter" or "PCL." A PCL shall include at a minimum:
 - a. Description of the project, by category (Program Development, Leadership Training, Planning, etc.)
 - b. Estimated number of recipients or attendees, if applicable
 - c. Date (s) of service
 - d. Not-to-exceed amount for the project

Contractor will only be paid for services rendered.

- All of the above is subject to change and Agencies will be notified in writing of such changes.
- Failure to submit any of the above required documentation will result in agency payment being withheld.

**Los Angeles Unified School District
Beyond the Bell Branch**

Work Order Request

**ORDER FORM FOR AFTER SCHOOL SERVICES UNDER BENCH OF
PROFESSIONAL SERVICES AGREEMENTS**

Contractor: [Click here to enter text.](#)

Contract No. [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

Work Order No. [Click here to enter text.](#)

Shopping Cart No. [Click here to enter text.](#)

Purchase Order No. [Click here to enter text.](#)

Authorizing
Administrator [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Title [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

1. PERIOD of Performance of Services: [Click here to enter text.](#)

2. Not to exceed AMOUNT: \$ [Click here to enter text.](#)

3.. Location(s) where services will be performed:

SEE ATTACHED SCHEDULE

4. Payment Schedule : (Pricing for services must not exceed the Contract pricing)

SEE ATTACHED SCHEDULE

LAUSD

Signed (authorized signatory)

Date

Title _____

CONTRACTOR

Signed (authorized signatory)

Date

Title _____

**CHANGE ORDER – AFTER SCHOOL SERVICES
LAUSD BEYOND THE BELL BRANCH**

Contract # Click here to enter text. Work Order # Click here to enter text. Change Order# Click here to enter text.

Contractor: Click here to enter text. Date: Click here to enter a date.

Shopping Cart # Click here to enter text. PO # Click here to enter text.

This Change Order is written to modify the subject Contract and Work Order between the Los Angeles Unified School District (“LAUSD”) and Click here to enter text. (“Contractor”) only to the extent specifically set forth herein. All other terms and conditions of both Contract # Click here to enter text. and Work Order # Click here to enter text. respectively, remain unchanged.

☐ **NO COST CHANGE ORDER**

This Amendment is written to:

- ☐ Extend Period of Performance from: Click here to enter a date. to Click here to enter a date.
- ☐ Other (See attached)
- ☐ Revise funding source. (For internal purposes only. No contractor signature required.)

☐ **COST CHANGE ORDER**

This Amendment is written to:

- ☐ Revise the Scope of Services of the Work Order (See attached)
- ☐ Increase/Decrease the Work Order in the amount of \$ Click here to enter text.
- ☐ Increase/Decrease the Work Order FULL value from \$ Click here to enter text. to \$ Click here to enter text.

LAUSD:

Click here to enter text.

Contractor: Click here to enter text.

(Name)

Click here to enter text.

(Name)

(Title)

(Title)

(Signature)

(Signature)

Date _____

Date _____

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CITY COUNCIL**MEMORANDUM**

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Councilmember Antonio Lopez

DATE: June 16, 2014

SUBJECT: California High-Speed Rail (Palmdale to Los Angeles) Community Meeting –
Follow-Up Recommendation

RECOMMENDATION:

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

ATTACHMENT:

A. Presentation made at the May 20, 2014, community meeting held in San Fernando

CALIFORNIA HIGH-SPEED RAIL

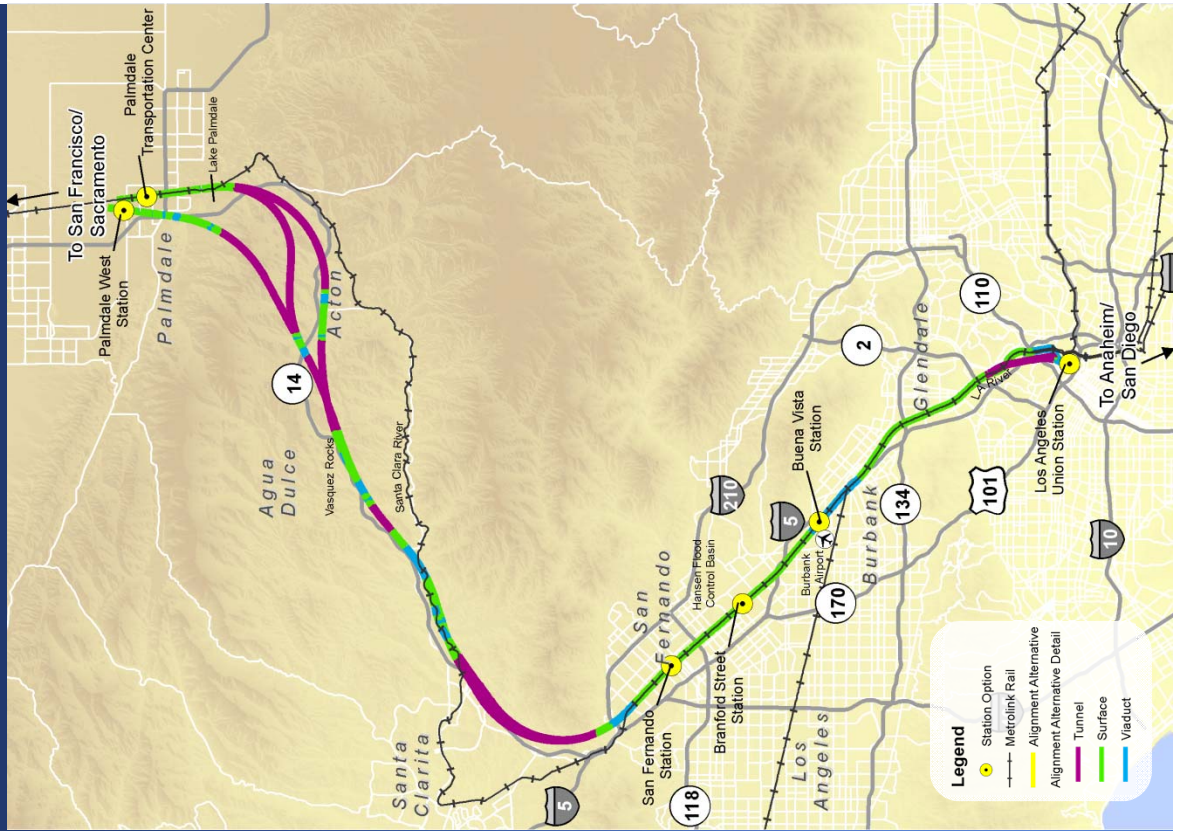
PALMDALE TO LOS ANGELES PROJECT SECTION



PALMDALE TO LOS ANGELES PROJECT

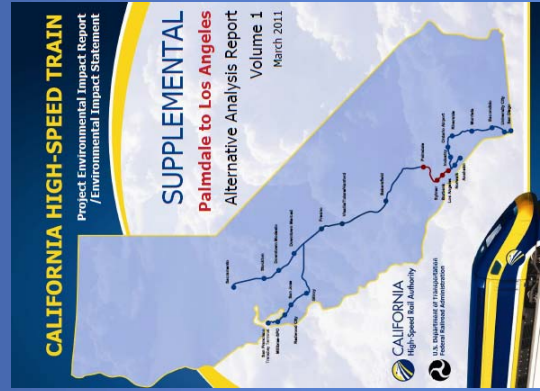
SECTION REVIEW

- 60 Mile Route
- Connects the Antelope Valley to Downtown Los Angeles
- Includes the Initial Operating Section Terminus Defined in the 2014 Business Plan as the San Fernando Valley
- Three Stations - Palmdale, San Fernando Valley and Los Angeles Union Station



WHERE WE HAVE BEEN: P-LA SECTION TIMELINE

- Preliminary Studies and Evaluations
- Statewide Program Environmental Document (2005)
- Preliminary Alternatives Analysis (2010)
- Supplemental Alternatives Analysis (2011)
- Supplemental Alternatives Analysis (2012)



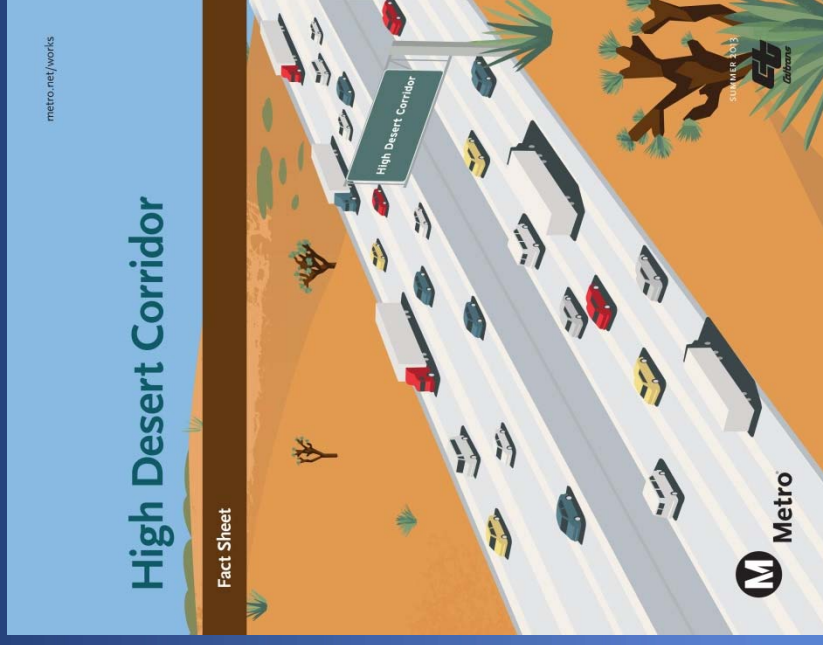
POST 2012 BUSINESS PLAN PRIORITIES

- 2012 SAA Work Completed Prior to Release of 2012 Business Plan
- Updated Approach:
 - Statewide Rail Modernization
 - Connectivity & Blended Service
 - Initial Operating Section to San Fernando Valley
 - Increased Emphasis on Stakeholder Engagement
 - Focus on bringing High-Speed Rail to Southern California



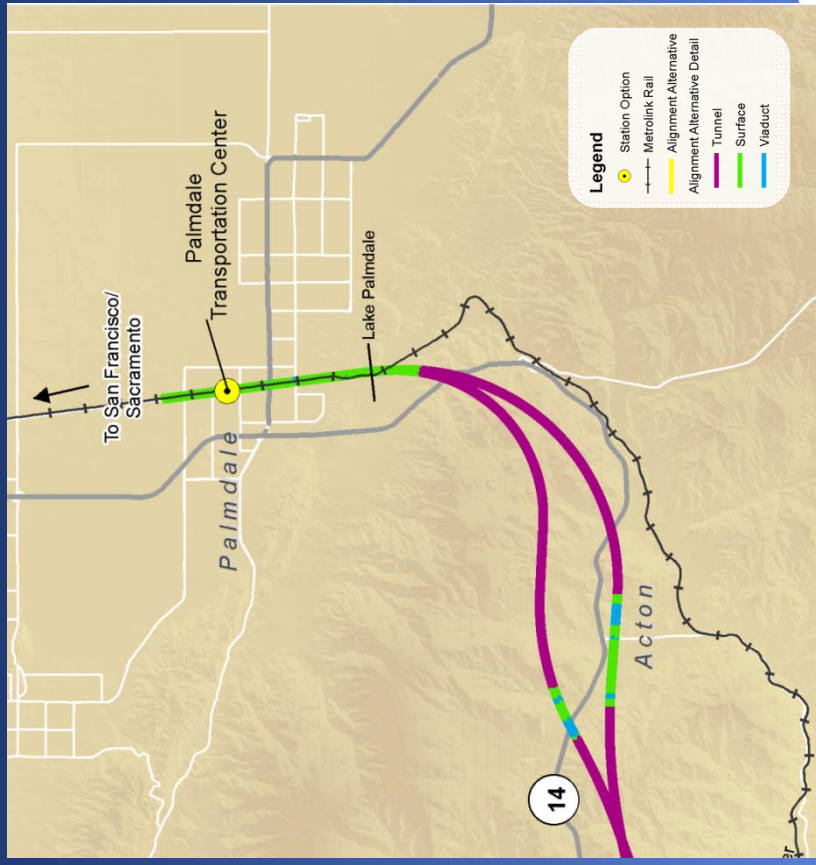
WHAT WE SAID IN FALL 2013: FRESH LOOK AT 2012 SAA

- Re-evaluate Potential Station Locations
 - Palmdale
 - San Fernando Valley
- Validate Stakeholder Feedback and Operational Requirements
 - Refinements Across the Alignment
- Address New Projects
- Bring High-Speed Rail to SoCal Faster
 - Environmental Document Strategy



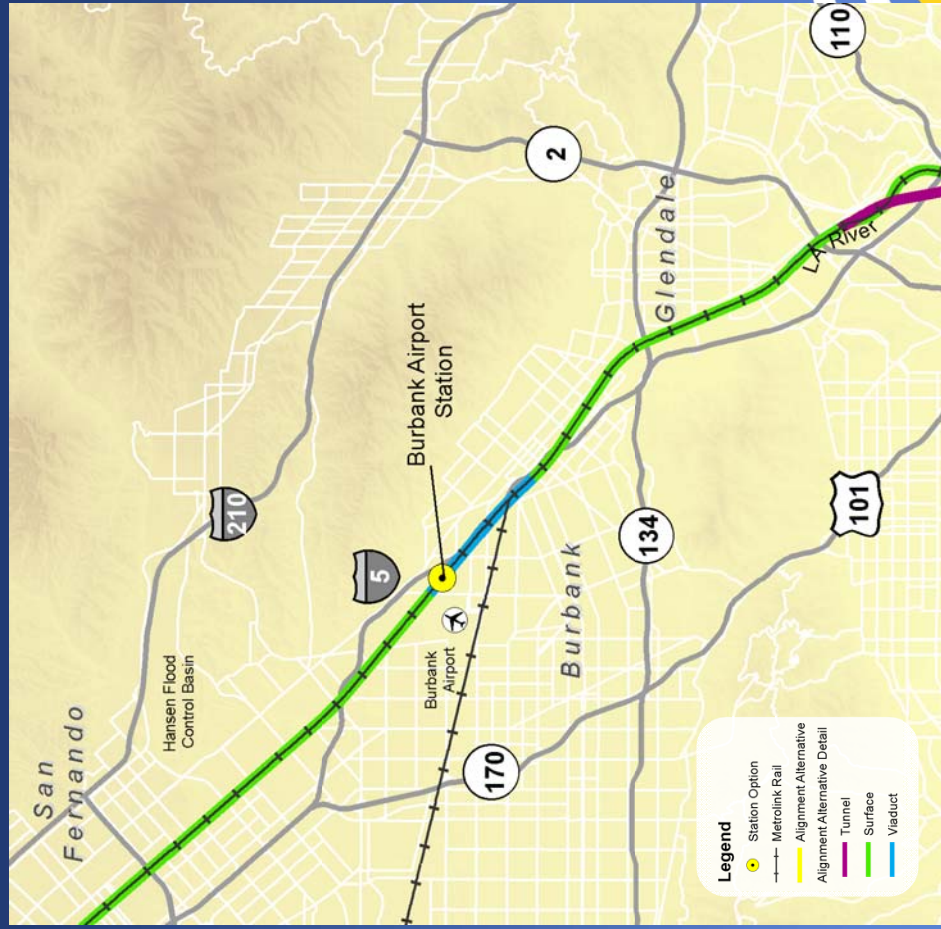
PROPOSED PALMDALE STATION LOCATION

- Station Considerations
 - Program Objectives
 - Connectivity
 - Ridership
 - Regional Plans
 - Land Use / TOD
 - Stakeholder / Community Input
- Palmdale Transportation Center
- Connectivity with Metrolink
- What's New: High Desert Corridor, Palmdale Transit Village



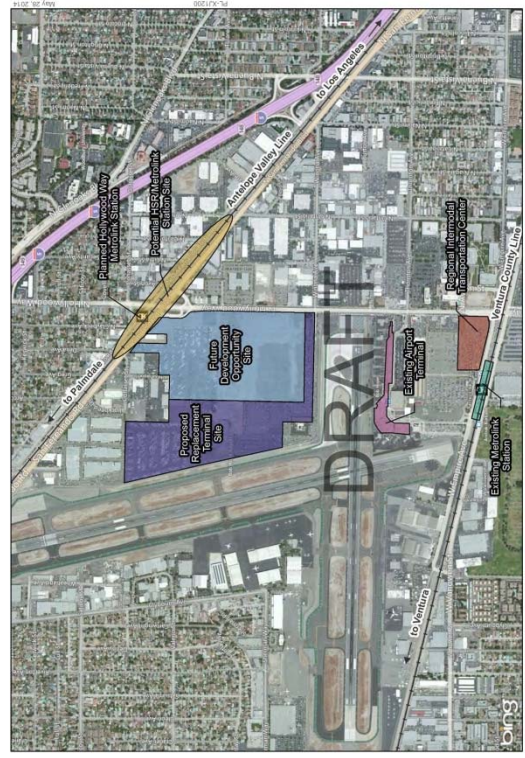
PROPOSED SAN FERNANDO VALLEY STATION LOCATION

- Burbank
- Connectivity
 - Rail to Air
 - Rail to Rail
 - Rail to Transit
- Ridership
- Access to Ventura Line, Antelope Valley Line
- What's New: Hollywood Way Metrolink Station, RITC, Link Burbank



VALIDATE STAKEHOLDER FEEDBACK AND OPERATIONAL REQUIREMENTS

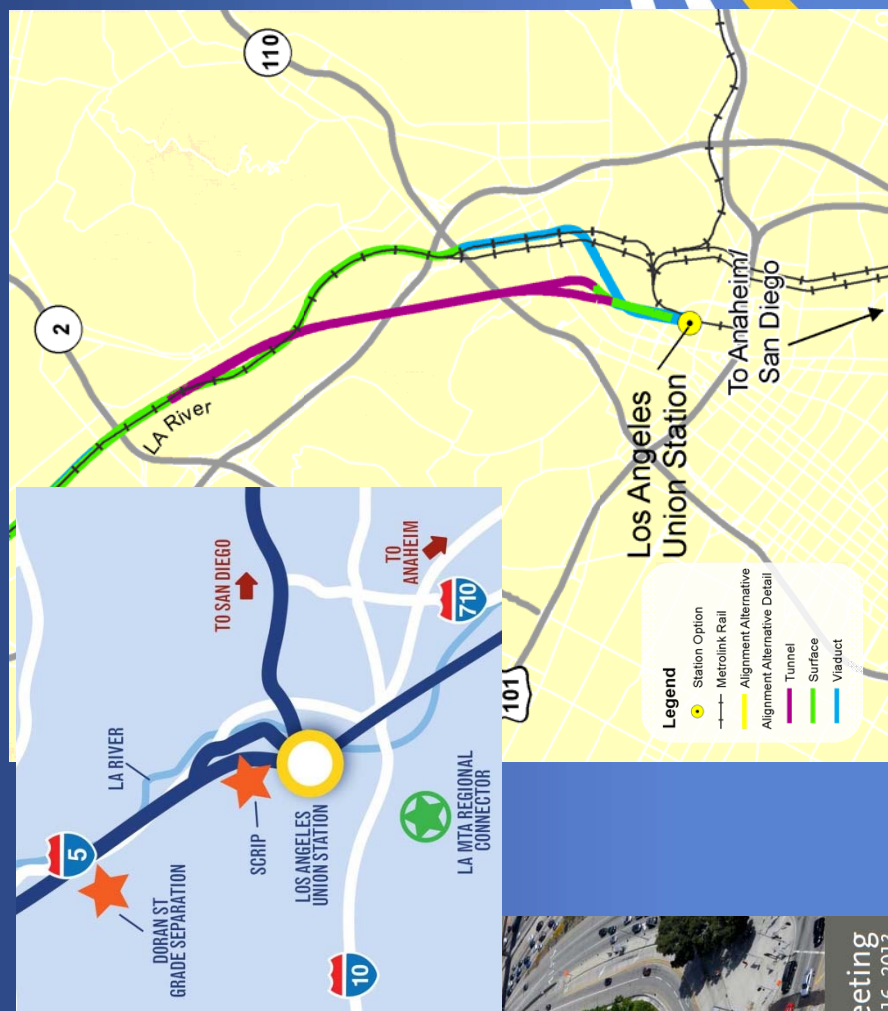
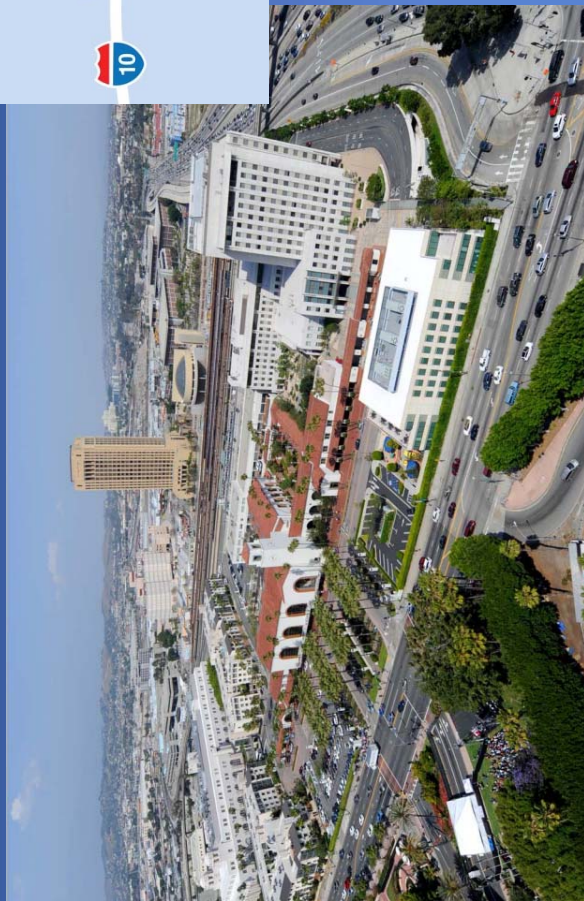
- Maximize System Operations
 - Geometric Refinement to Increase Speed and Ride Quality
- Minimize Impacts
 - Communities
 - Natural Resources
 - Planned Projects and Development



Bob Hope Airport Area

ADDRESS NEW PROJECTS IN THE CORRIDOR

- Refined Approach to Union Station
- Coordination with LA-A Section, LA Union Station Master Plan, and SCRIP



PROJECT MEETINGS AND UPDATES SINCE FALL 2013

- Federal, State, and Local Elected Officials and Staff
- Transportation Agencies/Providers: Metro, Caltrans, LA DOT, AVTA, BNSF, Metrolink, LOSSAN
- County of Los Angeles and Cities of Palmdale, Santa Clarita, San Fernando, Burbank, Glendale and Los Angeles
- Technical Working Groups in Downtown Los Angeles, Burbank, San Fernando, Santa Clarita, Acton and Agua Dulce
- Presentations to Local Community Groups

COMMUNITY MEETINGS SINCE FALL 2013

- Five Spring Community Meetings
 - Four Meetings Completed
 - San Fernando
 - Los Angeles Union Station
 - Burbank
 - Palmdale
 - One Meeting Planned
 - Santa Clarita June 5
- Participation from Over 300 People to Date
- Generally Supportive
- Specific Concerns



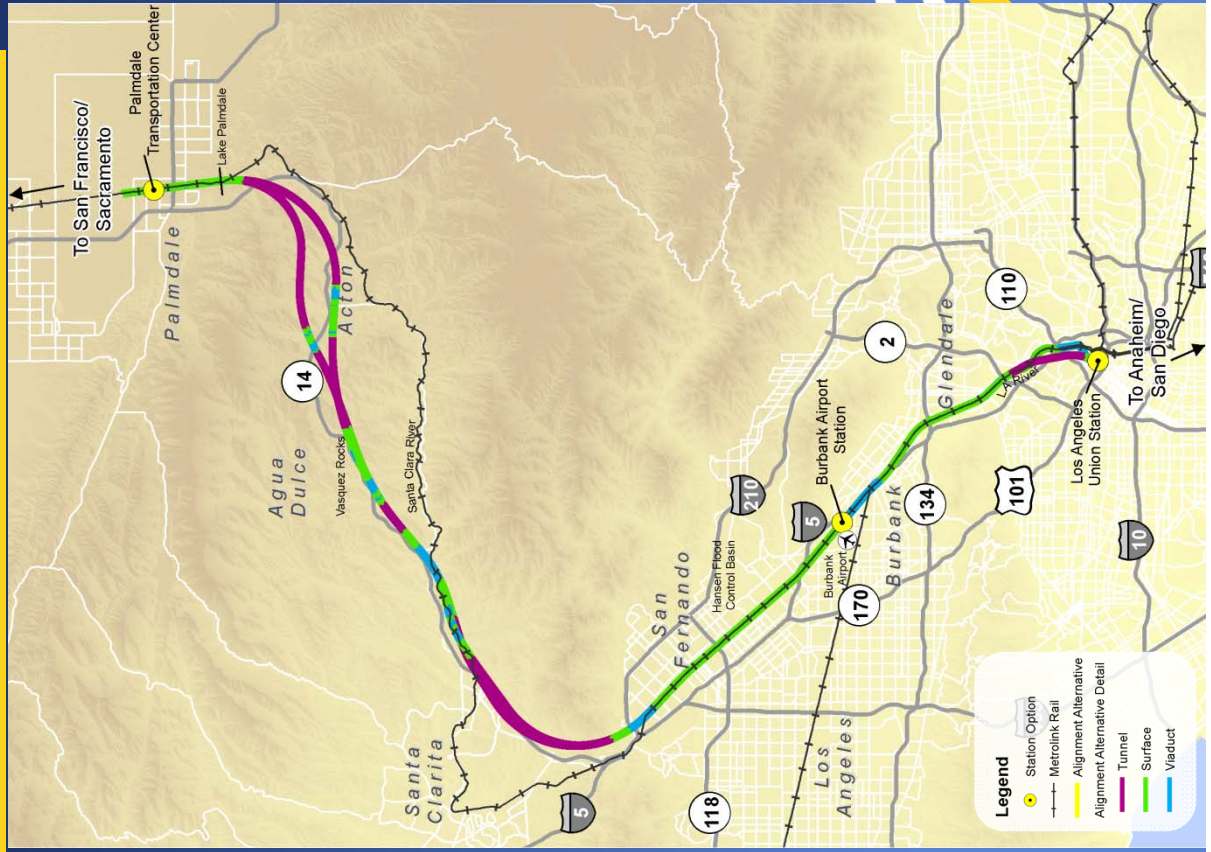
FEEDBACK TO DATE

- General Support for the Project
- Alternatives Under Consideration and Impacts at Specific Locations
- Process and Schedule, Bring to SoCal Sooner
- Encourage Active Transit, Connectivity, Mobility Improvements
- Environmental, Noise, Community, Health Concerns
- Strong Support for Stations at PTC and Bob Hope Airport
- Strong Support for Study of Additional Ideas



RESULTS OF EVALUATION, SUPPORTED BY FEEDBACK

- Addressed Station Locations
 - Palmdale
 - San Fernando Valley
- Validated Stakeholder Feedback and Operational Requirements
 - Refinements Across the Alignment
- Addressed New Projects
- Updated Environmental Document Strategy
- Continued Evaluation
 - Nothing Final until Env. Process Complete



COMPLETED AND PLANNED ACTIVITIES

- Completed

- Robust Stakeholder Engagement
- First Round of Community Meetings (SC June 5)
- Alignment Updates
- SAA Update

- Fall 2014

- Board Update on Alternatives
- Begin Environmental Analysis and Draft Environmental Document
- Continue Project Meetings
- Conduct MORE Community Meetings

- Summer 2014

- Evaluate New Ideas
- Continue Project Meetings
- Conduct MORE Community Meetings

- 2015 and Beyond

- Release Draft and Final Environmental Document
- Complete Connectivity and MOU Programs
- Continue Project Meetings
- Conduct MORE Community Meetings

THANK YOU