



*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**  
**AUGUST 18, 2014 – 6:00 PM**

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

**CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

Police Explorer Fernando Rojas

**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. JULY 21, 2014 – REGULAR MEETING**
  - b. AUGUST 4, 2014 – SPECIAL MEETING**
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-082**
- 3) RECORDS DESTRUCTION – VARIOUS CITY DEPARTMENTS**



**SAN FERNANDO CITY COUNCIL  
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Recommend that the City Council adopt Resolution No. 7630 Authorizing and Directing the City Clerk to Destroy Certain Records and Documents Pursuant to Section 34090 of the Government Code of the State of California.

**4) CONSIDERATION TO ADOPT ANNUAL RESOLUTION REQUIRED BY LOS ANGELES COUNTY REGARDING THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR (FY) 2014-2015**

Recommend that the City Council adopt Resolution No. 7624 that will establish the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System, which is estimated at \$2,603,100 for FY 2014-2015, and fix the property tax rate for FY 2014-2015 at \$0.248317 per \$100 of assessed valuation and levies that tax rate upon all taxable property in the City.

**5) APPROVAL OF A SIDE LETTER OF AGREEMENT WITH THE SAN FERNANDO POLICE CIVILIAN ASSOCIATION AND RESOLUTION NO. 7628 AMENDING THE FISCAL YEAR (FY) 2014-2015 SALARY PLAN**

Recommend that the City Council:

- a. Approve the Side Letter of Agreement with the San Fernando Police Civilian Association, SEIU Local 721, to extend the terms and provisions of their Memorandum of Understanding through June 30, 2015;
- b. Adopt Resolution No. 7628, amending the FY 2014-2015 Salary Plan; and
- c. Authorize the City Manager to execute the Side Letter of Agreement.

**6) CONSIDERATION OF RETIREMENT OF POLICE CANINE AND PURCHASE BY HANDLER**

Recommend that the City Council:

- a. Declare Jim, the current Police Canine, to be unfit for further duty and that the ownership of Jim and his associated equipment (i.e., Department supplied kennel and leashes) be transferred to his handler Officer Walter Dominguez, for a fee of \$1.00; and
- b. Authorize the City Manager to execute a Bill of Sale and Release of Liability with Officer Dominguez.

**7) RELEASE OF REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY MANAGEMENT SERVICES**

Recommend that the City Council receive and file this report.



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**PUBLIC HEARING**

**8) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 6, SUBDIVISION II, SECTION 2-810 OF THE CITY'S MUNICIPAL CODE RELATED TO COOPERATIVE PURCHASING**

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, waive full reading of Ordinance No. U-1635 and adopt by title only, "An Urgency Ordinance of the City Council of the City of San Fernando Amending Section 2-810 (Cooperative Agreements) of Subdivision II of Division 6 of Article VI of Chapter 2 of the San Fernando Municipal Code and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937". This Ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.

**ADMINISTRATIVE REPORTS**

**9) CONSIDERATION TO PURCHASE ONE 2015 FORD POLICE INTERCEPTOR SPORT UTILITY VEHICLE**

Recommend that the City Council approve the purchase of one 2015 Ford Police Interceptor Sport Utility Vehicle from Wondries Fleet Group (under City of Los Angeles' Contract No. 15837) for a not-to-exceed cost of \$40,310.

**10) CONSIDERATION TO ADOPT A RESOLUTION SUPPORTING COMMERCIAL PROPERTY TAX REFORM**

Recommend that the City Council review, discuss, and provide staff with direction (this item was tabled from the last meeting).

**11) APPROVAL OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY'S (ICRMA) NEGOTIATED GROUP PURCHASE CONTRACT WITH CARL WARREN & COMPANY FOR THIRD PARTY LIABILITY CLAIMS ADMINISTRATION**

Recommend that the City Council:

- a. Approve the City's participation in the ICRMA's negotiated group purchase program for third party liability claims administration;



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- b. Approve a group purchase contract for five years with Carl Warren & Company as the City's third party liability claims administrators, and include ICRMA as a party to the contract as stipulated by ICRMA Governing Board; and
- c. Authorize the City Manager to execute the contract.

**12) UPDATE REGARDING THE SAN FERNANDO CITY CHAMBER OF COMMERCE**

A Chamber representative will provide a verbal update to the City Council.

**13) APPOINTMENT TO THE EDUCATION COMMISSION**

Mayor Sylvia Ballin is recommending the appointment of Michael Remenih as her representative to the Education Commission.

**14) UPDATE TO THE CITY COUNCIL LIAISON ASSIGNMENTS LIST**

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

**15) CONSIDERATION TO ADOPT A RESOLUTION REQUESTING ACTION BY CONGRESS ON DROUGHT LEGISLATION THAT CORRECT DELTA WATER MANAGEMENT PROBLEMS**

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

**16) CONSIDERATION OF LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTION**

Recommend that the City Council:

- a. Determine the City's position on the League of California Cities 2014 Annual Conference Resolution, "A Resolution Calling Upon the Governor and the Legislature to Convene a Summit to Address the Devastating Environmental Impacts of Illegal Marijuana Grows on Both Private and Public Lands Throughout California and the Increasing Problems to Public Safety Related to These Activities by Working in Partnership with the League of California Cities to Develop Responsive Solutions and to Secure Adequate Funding for Cost-Effective Implementation Strategies"; and
- b. Direct the City Council's Voting Delegate and/or Alternate Voting Delegate to vote accordingly, on the City Council's behalf, at the Annual Business Meeting.



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**17) STREET SWEEPING CONTRACT UPDATE**

Recommended that the City Council take the following actions with regard to the upcoming expiration of the street sweeping contract (August 31, 2014) with Athens Services, Inc.:

- a. Authorize the City Manager to negotiate and execute a six-month contract extension for street sweeping services with Athens Services, Inc. to allow sufficient time for a Request for Proposals (RFP) process to be conducted and subsequent contract consideration by the City Council.
- b. Direct the City Manager to prepare/issue a RFP for street sweeping services, and review/select/recommend a contractor to the City Council for consideration and approval.

COMMITTEE/COMMISSION LIAISON UPDATES

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

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

*Elena G. Chávez, City Clerk*

*Signed and Posted: August 15, 2014 (10:00 a.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](http://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](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.

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# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

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

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

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 6:04 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 Explorer Cadet Yvonne Gonzalez

**APPROVAL OF AGENDA**

City Manager Saeki requested to add a presentation by Gus Villela (Congressman Tony Cardenas' representative) regarding a wireless service program for qualifying residents.

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

**PRESENTATION**

The following presentations were made:

- A) INTRODUCE NEW FINANCE DIRECTOR NICK KIMBALL
- B) TELScape CALIFORNIA LIFELINE WIRELESS SERVICE PROGRAM

**SAN FERNANDO CITY COUNCIL****MINUTES – July 21, 2014****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

John Arroyo suggested closing off City streets to hold a barbeque and raise money to repair the streets.

Stormy Haupt complimented Councilmembers for what they set out to do and accomplished.

John Blue read from a letter he prepared regarding free speech and is against limiting public comments to three minutes.

Marisela Rodriguez talked about parking issues on Brand Blvd. and Maclay Ave. and asked that the City enforce regulations that would help bring in revenues.

Paul Luna suggested that the Parks, Wellness and Recreation Commission hold a special meeting at Heritage Park to discuss ideas to put the park to use and make it viable.

Mary Mendoza talked about the development of the JC Penney building and asked that the Council re-open and reconsider their decision.

Richard Arroyo reported that volunteers at the San Fernando Museum of Art & History are working on two baseball books and will be requesting Council support regarding naming the 5 and 118 Freeway exchange in honor of WWII Medal of Honor recipient David Gonzalez.

**CONSENT CALENDAR**

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

- 1) REQUEST TO APPROVE MINUTES OF JULY 7, 2014 – SPECIAL MEETING
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-072
- 3) ADOPT ORDINANCE NO. 1633 AMENDING DIVISION 3 (INDUSTRIAL FEES) OF ARTICLE II (SEWERS AND SEWAGE DISPOSAL) OF CHAPTER 94 (UTILITIES) OF THE SAN FERNANDO CODE OF ORDINANCES RELATING TO INDUSTRIAL WASTE FEES
- 4) DISASTER COUNCIL APPOINTMENT
- 5) NOTICE OF COMPLETION FOR SAN FERNANDO REGIONAL POOL FACILITY PARKING LOT
- 6) CONSIDERATION TO APPROVE A LETTER FROM THE CITY COUNCIL OPPOSING ANY PROPOSED ELEVATED OR SURFACE LEVEL RAIL LINE FOR

**SAN FERNANDO CITY COUNCIL****MINUTES – July 21, 2014****Page 3****THE CALIFORNIA HIGH-SPEED RAIL PROJECT THROUGH THE CITY OF SAN FERNANDO**

- 7) CONSIDERATION TO APPROVE LETTER OF SUPPORT FOR SAN FERNANDO COMMUNITY HEALTH CENTER'S NEW ACCESS POINT PROPOSAL FOR FEDERALLY QUALIFIED HEALTH CENTER STATUS

By consensus, the motion carried.

**PUBLIC HEARING**

- 8) CONSIDERATION TO ADOPT A RESOLUTION FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) FOR LOS ANGELES COUNTY AND APPROVING THE CITY'S 2014 CMP LOCAL DEVELOPMENT REPORT

Mayor Ballin declared the Public Hearing open.

Community Development Director Fred Ramirez presented the staff report and replied to questions from Councilmembers.

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

Motion by Councilmember Avila, seconded by Mayor Pro Tem Gonzales, to close the Public Hearing. By consensus, the motion carried.

Motion by Mayor Pro Tem Gonzales, seconded by Councilmember Avila, to adopt Resolution No. 7632 certifying that the City is in conformance with the Congestion Management Program (CMP) for Los Angeles County, and approving the City's 2014 CMP Local Development Report for the reporting period from June 1, 2013 to May 31, 2014. By consensus, the motion carried.

**COMMITTEE/COMMISSION LIAISON UPDATES**

Councilmember Avila said he will be reporting back to Council with information on the SFVCOG restructuring.

Councilmember Fajardo announced that the Tree Commission would be meeting next week.

Mayor Pro Tem Gonzales reported that he attended the ICA summer seminar and gave an update (he was re-elected to the Board).

**SAN FERNANDO CITY COUNCIL****MINUTES – July 21, 2014****Page 4****GENERAL COUNCIL COMMENTS**

Councilmembers welcomed and congratulated new Finance Director Nick Kimball.

Councilmember Lopez congratulated Mayor Pro Tem Gonzales for putting on a great ICA event last weekend.

Mayor Ballin said that both she and Councilmember Avila attended the Relay for Life event and she congratulated City departments for assisting and doing an outstanding job. She also looks forward to meeting with new Finance Director Kimball.

**STAFF COMMUNICATION**

City Manager Saeki welcomed Mr. Kimball and is looking forward to working with him. He also reported that he went on a police ride-along which was an eye-opening experience (he thanked Acting Sergeant Irwin Rosenberg and his crew).

Mayor Ballin reported that on Saturday, Republic had a successful bulky item pickup event and, also on the same day, the City Attorney's office held a workshop pertaining to the Brown Act.

**ADJOURNMENT (8:45 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 July 21, 2014, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez*  
City Clerk

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**AUGUST 4, 2014 – 5:00 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 5:03 p.m.

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales, and Councilmembers Jesse H. Avila, Antonio Lopez (arrived at 5:19 p.m.), and Joel Fajardo

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

**PLEDGE OF ALLEGIANCE**

Led by Mayor Sylvia Ballin

**APPROVAL OF AGENDA**

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

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (5:03 p.m.)**

By consensus, Councilmembers recessed to the following Closed Sessions:

- A) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)  
Property: 1211 First Street, City of San Fernando (APN 2520-024-902)  
Agency Negotiator: City Manager Brian Saeki, Lead Negotiator  
Negotiating Parties: Sirakan Minasyan

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – August 4, 2014**

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Under Negotiation: Price and Terms of Sale of Said Property

- B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)  
 Property: 519 So. Brand, City of San Fernando (APN 2522-012-900)  
 Agency Negotiator: City Manager Brian Saeki, Lead Negotiator  
 Negotiating Parties: Schwary Family Trust  
 Under Negotiation: Price and Terms of Sale of Said Property

- 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

- D) 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
- E) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (G.C. §54956.9(a))  
 Name of Case: Esquivel, et al v. City of San Fernando, et al  
 Case No.: BC 531358

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

City Attorney Olivarez reported that Councilmember Lopez did not hear Item No.s C, D, and E.

City Attorney Olivarez reported the following:

- Regarding Item No.s A and B, the City Council received a briefing from the Agency Negotiator. The City Council gave unanimous direction to staff on various issues concerning this matter; but no final action was taken.
- Regarding Item C, the City Council received a briefing from the designated representative. No final action was given.

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SPECIAL MEETING MINUTES – August 4, 2014**

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- Regarding Item D, the City Council received a briefing from Legal Counsel. No final action was taken.
- Regarding Item E, the City Council received a briefing from Legal Counsel. The City Council asked questions of Legal Counsel which he answered. The City Council gave unanimous direction to Legal Counsel; but no final action was taken.

No other reportable action.

**ADJOURNMENT (5:43 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 August 4, 2014 meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez  
City Clerk*

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**FINANCE DEPARTMENT****MEMORANDUM**

**TO:** Mayor Sylvia Ballin and Councilmembers

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

**DATE:** August 18, 2014

**SUBJECT:** Warrant Register

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

**ATTACHMENT:**

A. Warrant Register Resolution

**ATTACHMENT "A"****RESOLUTION NO. 14-082****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/  
WARRANT REGISTER NO. 14-082****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 18<sup>th</sup> day of August, 2014.

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Sylvia Ballin, Mayor

**ATTEST:**

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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 18<sup>th</sup> day of August, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk



**EXHIBIT "A"**

vchlist

08/14/2014 1:51:47PM

**Voucher List  
CITY OF SAN FERNANDO**

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106859	8/18/2014	100031 A-1 LAWNMOWER INC.	25019		LAWN MOWER MAINT 001-390-0410-4320	662.54
					<b>Total :</b>	<b>662.54</b>
106860	8/18/2014	100044 ABNER'S APPLIANCE CO.	700		INSTALL CLIPS FOR EXTRA SHELF FO 001-390-0460-4330	90.40
					<b>Total :</b>	<b>90.40</b>
106861	8/18/2014	100067 ADVANCE DIRECT MAIL	8062014		UTILITY BILLING MAILING SERVICE - Ai 070-382-0000-4300 072-360-0000-4300 001-420-0000-4260	135.60 135.60 88.64
					<b>Total :</b>	<b>359.84</b>
106862	8/18/2014	100070 ADVANCED ELECTRONICS INC.	0141676-IN	11109	COMPUTER MAINTENANCE - JUL) 201 001-222-0000-4320	3,758.02
			0141688-IN	11110	COMPUTER MAINTENANCE - JUL) 201 001-222-0000-4320	2,806.61
			0141873-IN	11110	COMPUTER MAINTENANCE - AUG 2014 001-222-0000-4320	2,806.61
			0141874-IN	11109	COMPUTER MAINTENANCE - AUG 2014 001-222-0000-4320	3,758.02
					<b>Total :</b>	<b>13,129.26</b>
106863	8/18/2014	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES 001-140-0000-4220	6.16
			460851202		001-150-0000-4220 PD CELL PHONES 001-222-0000-4220	37.22 130.20
			561407019		"") ) ARD CELL PHONE & USB MODEI 070-384-0000-4220 001-390-0000-4220 001-320-0000-4220 072-360-0000-4220 001-130-0000-4220	19.52 23.36 23.35 0.41 107.91
			660629692		'ARIOUS CELL PHONES	

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**Voucher List  
CITY OF SAN FERNANDO**

Page: 2

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106863	8/18/2014	100101 VERIZON WIRELESS-LA	(Continued)		001-106-0000-4220 070-384-0000-4220 001-420-0000-4220	32.71 30.19 57.27
			870422920		PD CELL PHONES AND MDT MODEMS 001-222-0000-4220 001-152-0000-4220	953.21 114.03
					<b>Total :</b>	<b>1,535.54</b>
106864	8/18/2014	100143 ALONSO, SERGIO	JUL) 2014		MMAP INSTRUCTOR 109-424-3656-4260	2,150.00
					<b>Total :</b>	<b>2,150.00</b>
106865	8/18/2014	100172 AMERICAN RED CROSS	10312398		RED CROSS CERTIFICATIONS 001-430-0000-4260	665.00
					<b>Total :</b>	<b>665.00</b>
106866	8/18/2014	100222 ARROYO BUILDING MATERIALS, INC	131179		CONCRETE - RELOCATE WAYFINDING 029-335-0301-4300	27.59
			131180		REPLACE S, OLEN, OOLS 001-311-0000-4300	37.27
			131405		LOT3 IRRIGATION REPAIR 029-335-0301-4300	9.78
			131525		SIDEWALK REPAIR - 2050-2060 GLENO 070-383-0000-4600	106.83
			131670		MALL HOSE & EPOXY SET KITS 001-341-0301-4300	202.51
					<b>Total :</b>	<b>383.98</b>
106867	8/18/2014	100405 BONANZA CONCRETE, INC.	45416		CURB & GUTTER - 2017 SEVENTH 001-311-0000-4600	624.15
					<b>Total :</b>	<b>624.15</b>
106868	8/18/2014	100514 CSMFO	NONPO		2014 MEMBERSHIP DUES 001-130-0000-4380	55.00
					<b>Total :</b>	<b>55.00</b>

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vchlist 08/14/2014 1:51:47PM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106869	8/18/2014	100558 CALIFORNIA CONTRACTORS	PP34373		&T, APE & SAW BLADE 001-320-0301-4300	164.12
					Total :	164.12
106870	8/18/2014	100676 R. E. CHARLES PLUMBING, INC.	17020		CLEAR URINAL STOPPAGE @ LP PAR9 001-390-0460-4330	141.35
					Total :	141.35
106871	8/18/2014	100805 COOPER HARDWARE INC.	448700		10 COPIES OF KEYS 001-222-0000-4300	19.08
			92592		SAFETY HASPS, EPOXY, LOCKS & KE)	
			92707		001-311-0000-4300	48.04
			92748		PICNIC, ABLE REPAIR @ REC PARK 001-390-0410-4300	28.02
			92758		HA, TEFLON, APE, PRO, APE RULE, ° 070-383-0301-4300	90.86
			92834		LOT 2N 4-WA) KEY 029-335-0301-4300	8.71
					CEMENT FOR SIGN POST INSTALLA, ° C 001-370-0301-4300	30.96
					Total :	225.67
106872	8/18/2014	100979 DOCTOR DIESEL	14-264		PD GENERA, OR FUEL, ANK PREV. MA 001-320-0000-4450	540.00
					Total :	540.00
106873	8/18/2014	101024 THE VALLEY ECONOMIC ALLIANCE	1967		FY14/15 ANNUAL MEMBERSHIP DUES 001-190-0000-4380	5,000.00
					Total :	5,000.00
106874	8/18/2014	101147 FEDEX	2-729-16834		COURIER SER**** 001-190-0000-4280	57.49
					Total :	57.49
106875	8/18/2014	101302 VERIZON	8181811070		POLICE PAGING 001-222-0000-4220	45.12
			8181811380		MWD METER	
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106875	8/18/2014	101302 VERIZON	(Continued)		070-384-0000-4220	49.05
			8181973209		! ARKS MAJOR PHONE LINES 001-420-0000-4220	1,556.59
			8181973210		PD MAJOR PHONE LINES 001-222-0000-4220	2,516.35
			8181973211		PHONE BILL 001-190-0000-4220	2,674.28
			8183616728		ENGINEERING FAX LINE 001-310-0000-4220	20.46
			8183655097		POLICE NARCOTICS VAUL, 001-222-0000-4220	20.54
			8188371509		ANIMAL CONTROL & PW PHONE LINE 001-190-0000-4220	44.88
			8188384969		PD ALARM PANEL 001-222-0000-4220	98.21
			8188981027		POOL FACILITY PHONE LINES 001-430-0000-4220	148.05
					Total :	7,173.53
106876	8/18/2014	101376 GRAINGER, INC.	9492089041		REPLACE BA, ° ° ) PACKS FOR, OOL 001-320-0000-4320	216.81
			9496133977		REC PARK PICNIC, ABLE 001-390-0410-4300	530.69
			9502436349		LIFT TRUCK, OOL BAG REPLACEMEN, 027-344-0000-4320	114.65
			9502436356		23-POCKET, OOL POUCH REPLACEM ° 027-344-0000-4340	74.00
					Total :	936.15
106877	8/18/2014	101434 GUZMAN, JESUS ALBER, O	JUL) 2014		MMAP INSTRUCTOR 109-424-3656-4260	3,000.00
					Total :	3,000.00
106878	8/18/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	1087931		WEED CONTROL @ BIKEWA) 001-390-0470-4300	119.36
			2972760		BREAK-IN-FAN W/SHROUD, BROOMS, !	
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106878	8/18/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)				
			3592453		001-311-0000-4300 GFCI , OOLS	249.08
			4280593		001-430-0000-4300 , OLEN , OOL REPLACEMENT JACKH/	58.40
			6172129		001-311-0000-4300 10X10 CANOPY	539.86
			7081933		070-383-0000-4310 , OLEN , OOL REPL DRILL DRIVERS &	163.16
			7081935		001-311-0000-4300 WEED CONTROL & TRASH CAN FOR P	89.69
			7081937		001-390-0410-4300 WEED CONTROL @ LP PARK	163.12
			7081939		001-390-0460-4300 WEED CONTROL	119.36
					001-390-0222-4300	60.75
					001-390-0310-4300	60.76
			7081941		MISC ITEMS	
			7090051		001-430-0000-4300 VELCRO FOR PICTURE INS, ALL @ PD	16.36
			888327		001-390-0222-4300 SMALL , OOLS	30.06
					001-390-0410-4340	106.05
					<b>Total :</b>	<b>1,776.01</b>
106879	8/18/2014	101599 IMAGE 2000 CORPORATION	VN394477		SHARP/MX-4111N EQ20796 @ ASCEP -	
					072-360-0000-4290	15.01
					001-190-0000-4320	477.03
					103-420-0000-4260	4.30
					104-420-0000-4260	4.30
					001-420-0000-4260	102.85
			VN396984		INK FOR RISO RP EQ7445	
					001-420-0000-4300	253.72
			VN398205		BLACK , ONER CARTRIDGE - SHIPPIN*	
					001-190-0000-4300	13.00
					<b>Total :</b>	<b>870.21</b>

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106880	8/18/2014	101605 INDEPENDENT CITIES ASSOCIATION	2014-36		#) 14/15 ANNUAL MEMBERSHIP RENE	
					001-190-0000-4380	1,065.00
					<b>Total :</b>	<b>1,065.00</b>
106881	8/18/2014	101649 INTER-VALLEY POOL SUPPLY, INC	66092		POOL CHEMICALS	
			67132		001-430-0000-4300	2,160.38
					POOL CHEMICALS	
					001-430-0000-4300	1,402.83
					<b>Total :</b>	<b>3,563.21</b>
106882	8/18/2014	101666 DE LAGE LANDEN FINANCIAL SER'	' ARIOUS COPIERS		AUG 2014 LEASE PAYMENT - VARIOUS	
					001-190-0000-4320	443.64
					001-420-0000-4260	405.44
					103-420-0000-4260	101.36
					104-420-0000-4260	101.36
					070-381-0000-4290	146.70
					<b>Total :</b>	<b>1,198.50</b>
106883	8/18/2014	101677 J & B ELECTRONIC DOOR SERV INC	42064		INSTALL MULTI-HIGH POWERED & CO/	
			42081		001-390-0450-4330	297.03
					REMOVE EXISTING OPENER, INSTALL	
					001-390-0222-4260	2,350.00
					<b>Total :</b>	<b>2,647.03</b>
106884	8/18/2014	101768 KIMBALL-MIDWEST	3670541		MISC DEPT NUTS, WASHESM BOLTS .	
					001-1215	245.64
					<b>Total :</b>	<b>245.64</b>
106885	8/18/2014	101772 KING'S BRAKE AND PIONEER, ""	004224		FRONT END WORK/ALIGNMENT/SHIFT	
			004226		070-382-0000-4400	1,338.76
					ALIGNMENT; REPLACE FRONT SHOCK	
					070-383-0000-4400	232.00
					<b>Total :</b>	<b>1,570.76</b>
106886	8/18/2014	101852 LARR) & JOE'S PLUMBING	2602109-0001-02		REPL STOLEN SLOAN CLOSET VALVE :	
			2602843-0001-02		001-390-0460-4300	152.55
					! A" , S FOR BRAND ISLAND IRRIGA" O	

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106886	8/18/2014	101852 LARR) & JOE'S PLUMBING	(Continued)		001-390-0410-4300	50.62
			2603476-0001-02		ACID BRUSH, RIGID CUTTER, NIPPLE	465.38
					070-383-0301-4300	
					Total :	668.55
106887	8/18/2014	101879 LEAGUE OF CALIFORNIA CITIES	2904		FY14/15 ANNUAL MEMBERS% <sup>1</sup> DUES	
					001-190-0000-4380	1,081.50
					Total :	1,081.50
106888	8/18/2014	101929 LINGO INDUSTRIAL ELECTRONICS	32119		REPL PEDESTRIAN MODULE	
			32122		001-370-0000-4320	461.07
					TRAFFIC SIGNAL CONFLICT MONITOR	
					001-370-0000-4320	481.24
					Total :	942.31
106889	8/18/2014	101957 CITY OF LOS ANGELES	38SF150000001		FIRE/AMBULANCE SERVICES - AUG 20	
					001-500-0000-4260	146,489.56
			38SF150000002		FIRE/AMBULANCE SERVICES - JUL) 20	
					001-500-0000-4260	146,489.56
					Total :	292,979.12
106890	8/18/2014	102023 LOS ANGELES TIMES	010005456710		1 YEAR SUBSCRIPTION	
					001-225-0000-4350	182.00
					Total :	182.00
106891	8/18/2014	102148 METROPOLITAN WATER DISTRICT	8097		CAPACITY CHARGE - JUL) 2014	
					070-384-0000-4450	2,938.33
					Total :	2,938.33
106892	8/18/2014	102226 MISSION LINEN & UNIFORM	140152976		LAUNDR)	
			140153738		001-225-0000-4350	217.57
			140154290		LAUNDR)	
					001-225-0000-4350	217.39
			140155031		LAUNDR)	
					001-225-0000-4350	228.57
					LAUNDR)	
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106892	8/18/2014	102226 MISSION LINEN & UNIFORM	(Continued)		001-225-0000-4350	263.83
					Total :	927.36
106893	8/18/2014	102303 NACHO'S ORNAMENTAL SUPPL)	INV018940		120 MACNEIL MISC METAL	
			INV019240		001-390-0450-4300	11.21
					120 MACNEIL MISC METAL	
					001-390-0450-4300	31.21
					Total :	42.42
106894	8/18/2014	102403 NOW IMAGE PRINTING	4167		BOOKS	
			4168		001-222-0000-4300	790.15
			4187		BOOKS	
					001-222-0000-4300	770.40
					500 2-SIDED WATER SIGNATURE CAR8	
					070-382-0000-4300	35.59
					072-360-0000-4300	35.59
					Total :	1,631.73
106895	8/18/2014	102432 OFFICE DEPOT	1694731960		PENS, LABELER, APE LETTERING,	
			1694756815		001-430-0000-4300	295.28
			720658344001		BOOK	
					001-430-0000-4300	17.88
			720973601001		PORTFOLIO	
			721278580001		001-222-0000-4300	4.34
			721278631001		INDEX MAKERS, VIEW BINDERS, POS,	
					070-383-0000-4300	152.86
					PENS, THERMAL CARTRIDGE, HIGHLI*	
					001-105-0000-4300	58.90
					FOLDERS	
					001-150-0000-4300	36.56
					FOLDERS, PAPER CLIPS, KEYBOARDS	
					001-222-0000-4300	40.99
					INKED S, AMP	
					001-222-0000-4300	25.38
					Total :	632.19
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106896	8/18/2014	102568 PARKHOUSE TIRE, INC.	4010096885		REPLACE BLOWN TIRE - PW1258 072-360-0000-4400	420.13 <b>420.13</b>
106897	8/18/2014	102624 PITNEY BOWES	808699		MAINTENANCE FOR FOLDING MACHIN 070-381-0000-4320 072-360-0000-4320	279.08 279.07 <b>558.15</b>
106898	8/18/2014	102666 PREFERRED DELIVER) SYSTEMS INC	549-91		COURIER SER**** 001-222-0000-4260	206.00 <b>206.00</b>
106899	8/18/2014	102688 PROFESSIONAL PRINTING CENTERS	26285		1000 - 8 1/2 X 11 ALARM PERMIT PAPE 001-130-0000-4300	97.46 <b>97.46</b>
106900	8/18/2014	102803 RED WING SHOE STORE	233000014159	11108 11108 11108 11108 11108 11108 11108 11108	FY15 PUBLIC WORKS SAFETY SHOES 001-390-0000-4310 070-383-0000-4310 070-384-0000-4310 072-360-0000-4310 001-310-0000-4310 001-320-0000-4310 001-346-0000-4310 001-371-0000-4310	400.72 136.54 132.10 415.14 103.24 358.54 188.70 174.28 <b>1,909.26</b>
106901	8/18/2014	102929 ROYAL PAPER CORPORATION	4460623		JANITORIAL SUPPLIES 001-390-0410-4300 001-390-0460-4300 001-390-7500-4300	855.42 512.09 12.80 <b>1,380.31</b>
106902	8/18/2014	102930 ROYAL WHOLESALE ELECTRIC	8901-700570 8901-701028		, OOL TRA) REPLACEMENT 027-344-0301-4300 SAFETY GLASSES	250.70
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106902	8/18/2014	102930 ROYAL WHOLESALE ELECTRIC	(Continued) 8901-701575		027-344-0301-4300 CAMERA & LIGHTING - 501 001-390-0450-4300	136.25 82.30 <b>469.25</b>
106903	8/18/2014	102961 SCAG-SO CA ASSN OF GOVERNMENTS	FY14-15		FY14/15 DUES ASSESSMENT 001-190-0000-4380	2,335.00 <b>2,335.00</b>
106904	8/18/2014	103010 SAM'S CLUB DIRECT, #0402465855179	5806 7021		SUPPLIES 001-222-0000-4300 PIZZA FOR CIT SALES @ FAMIL) NIGH 004-2391	85.79 78.75 <b>164.54</b>
106905	8/18/2014	103029 SAN FERNANDO, CITY OF	14466-14506		REIMBURSEMENT, O WORKERS COM 006-1035	13,839.16 <b>13,839.16</b>
106906	8/18/2014	103064 SAN GABRIEL VALLEY CITY	FY14-15		#) 14/15 MEMBERSHIP DUES 001-105-0000-4370	55.00 <b>55.00</b>
106907	8/18/2014	103184 SMAR, & FINAL	156602 158434 158796		SENIOR CLUB DANCE SUPPLIES 004-2380 ACTIVITY SUPPLIES 017-420-1399-4300 SUPPLIES - COFFEE & MOCHA MIX 001-222-0000-4300	425.78 77.95 91.90 <b>595.63</b>
106908	8/18/2014	103202 SOUTHERN CALIFORNIA EDISON CO.	071814 080114		ELECTRIC - 208 PARK (AQUATIC CENT 001-430-0000-4210 ELECTRIC - 2025 4TH 001-420-0000-4210	5,131.69 330.80 <b>5,462.49</b>
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106930	8/18/2014	888646 HD SUPPL)	WATER WORKS, L &	C712875	6" REDWOOD PIPE PLUGS 070-383-0301-4300	288.28
					Total :	288.28
106931	8/18/2014	888789 PRO FORCE LAW ENFORCEMENT	211321		PO#11083 - GLOCK M21 G4 45AP PST * 001-222-0000-4320	25,560.50
					Total :	25,560.50
106932	8/18/2014	888800 BUSINESS CARD	072414		INSTALLATION CEREMONY & DINNER 001-101-0111-4370	50.00
			072814		LODGING FOR K-9 TRAINING (2 OF 5 V 001-225-0000-4270	448.00
			073114		DROUGH , OLERANT PLANTS FOR CI, 001-310-0000-4300	328.65
			073114		DROPBOX UPGRADE 001-150-0000-4300	99.00
			080114		JR LIFE GUARD , "I - MAGIC MOUNTA 001-430-0000-4300	498.84
			080114		ANNUAL RECORDS/CAD/MOBILE TRAI 001-225-0000-4360	2,335.00
			080414		PRINTER , ONER 001-222-0000-4300	919.50
			080414		LODGING FOR K-9 TRAINING (3 OF 5 V 001-225-0000-4270	448.00
			080514		EXCEL TRAINING SEMINAR REGISTRA 001-310-0000-4360	79.00
			080614		REFUND - DID NOT ATTEND DINNER 001-101-0109-4370	-50.00
			080614		LEAGUE OF CA CITIES ANNUAL CONF 001-105-0000-4370	550.00
					001-101-0111-4370	550.00
					001-101-0109-4370	550.00
					001-101-0113-4370	550.00
					Total :	7,355.99
106933	8/18/2014	888869 MUNITEMPS STAFFING	124755		TEMPORAR) , AFFING - INTERIM FIN, 001-130-0000-4112	4,845.00

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106933	8/18/2014	888869 888869 MUNITEMPS STAFFING	(Continued)			Total : 4,845.00
106934	8/18/2014	888873 ROYAL FLUSH	2087		POR, ABLE, OILET @ 12900 DRONFIEL 070-384-0000-4260	133.00 Total : 133.00
106935	8/18/2014	889037 A, MOBILITY	875587443		MODEM FOR MESSAGE BOARD 001-310-0000-4220	64.68 Total : 64.68
106936	8/18/2014	889149 STAPLES BUSINESS ADVANTAGE	8030782176		KITCHEN SUPPLIES - COFFEE, KNIFE 001-190-0000-4300	268.40 Total : 268.40
106937	8/18/2014	889421 LOPEZ, ANTONIO G	TRAVEL		2014 LEAGUE OF CA CITIES ANNUAL 001-101-0109-4370	232.32 Total : 232.32
106938	8/18/2014	889532 GILMORE, REVA A	07/26/14 - 08/08/14		FOOD SERVICE MANAGER 115-422-3750-4270 115-422-3752-4270	624.00 84.50 Total : 708.50
106939	8/18/2014	889533 MARTINEZ, ANITA	07/01/14-07/11/14ADJ 07/26/14 - 08/08/14		A, ANT FOOD MANAGER STATE M 115-422-3750-4270 ASSISTANT FOOD MANAGER 115-422-3750-4270	2.40 180.00 Total : 182.40
106940	8/18/2014	889534 RAMIREZ, FRANCISCO	07/01/14-07/11/14ADJ 07/26/14 - 08/08/14		HDM DRIVER STATE MIN WAGE ADJ 115-422-3752-4270 HDM DRIVER 115-422-3752-4270 115-422-3752-4390	2.40 180.00 52.00 Total : 234.40
106941	8/18/2014	889535 GOMEZ, GILBER	07/01/14-07/11/14ADJ		HDM DRIVER STATE MIN WAGE ADJ 115-422-3752-4270	2.10

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106941	8/18/2014	889535 GOMEZ, GILBER	(Continued) 07/26/14 - 08/08/14		HDM DRIVER 115-422-3752-4270 115-422-3752-4390	162.00 51.48
					Total :	215.58
106942	8/18/2014	889592 CUELLAR, JIMMY KYLE	JUL) 2014		MMAP INTRUCTOR 109-424-3656-4260	1,000.00
					Total :	1,000.00
106943	8/18/2014	889602 RESPOND SYSTEMS	96565		ICE PACKS 001-420-0000-4300	335.67
			96573		ELECTROLITE REPLACEMENT DRINK 070-383-0000-4310	124.15
					Total :	459.82
106944	8/18/2014	889611 MORRISON MANAGEMENT SPECIALIST	1884520147310118		LP SENIOR MEALS - JUL) 2014 115-422-3750-4260 115-422-3752-4260	4,477.50 2,592.00
					Total :	7,069.50
106945	8/18/2014	889627 VERIZON CONFERENCING	64921		CONFERENCE CALLS 07/08-07/11 001-190-0000-4220	8.98
					Total :	8.98
106946	8/18/2014	889680 JIMENEZ LOPEZ, JUAN MANUEL	JUL) 2014		MMAP INSTRUCTOR 109-424-3656-4260	1,500.00
					Total :	1,500.00
106947	8/18/2014	889681 VILLALPANDO, MARIA	07/01/14-07/11/14ADJ		FOOD SERVICE WORKER STATE MIN V 115-422-3750-4270 115-422-3752-4270	3.00 0.60
			07/26/14 - 08/08/14		FOOD SERVICE WORKER 115-422-3750-4270 115-422-3752-4270	225.00 45.00
					Total :	273.60
106948	8/18/2014	889761 ALFARO, RUDY	REIMB.		REIMB OF PURCHASE OF WALKING S	
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106948	8/18/2014	889761 ALFARO, RUDY	(Continued)		070-383-0000-4310	196.18
					Total :	196.18
106949	8/18/2014	889871 EXOVA INC.	156204		CHROMIUM & HEX CHROME 070-384-0000-4260	2,815.00
					Total :	2,815.00
106950	8/18/2014	889962 GMS ELEVA, OR SERVICES, INC	00074904		MONTHLY ELEVA, OR MAINTS 001-430-0000-4300	129.00
					Total :	129.00
106951	8/18/2014	890004 PACIFIC TELEMAGEMENT SER	670600		PD PA) PHONE - SEPT 2014 001-190-0000-4220	62.64
					Total :	62.64
106952	8/18/2014	890030 ELITE EQUIPMENT INC	21130		INGERSOLL RAND IMPACT GUN MODE 070-383-0000-4340	358.88
					Total :	358.88
106953	8/18/2014	890095 O'REILL) AUTO PAR	4605-111420		WIPER BLADES, BRAKE FLUID & GLA 001-1215	290.66
			4605-111569		HUB CAPS - CE6477	51.45
			4605-112139		001-320-0152-4400 WATER PUMP - PD3032	53.04
			4605-112934		001-320-0225-4400 OP LEAK	50.35
			4605-113457		001-1215 WIPER MOTOR - PW3989	57.82
					001-320-0311-4400	503.32
106954	8/18/2014	890242 SAFEWA) SIGN COMPANY	99511		SIGNS "LAS PALMAS PARK" & "NO RIGI 001-370-0301-4300	462.84
					Total :	462.84
106955	8/18/2014	890362 RTB BUS LINE	14203		DAYCARE , "I O MEDIEVAL TIMES O 007-440-0443-4260	880.00
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106955	8/18/2014	890362 RTB BUS LINE	(Continued) 14212		DA) CAMP, "I , O KNOT'S BERR) #A` 007-440-0443-4260	1,845.00	
			14216		DA) CAMP, "I , O DISNEYLAND ON O 007-440-0443-4260	2,100.00	
			14220		DA) CAMP, "I , O RINGLING BROS. ` 007-440-0443-4260	930.00	
					Total :	5,755.00	
106956	8/18/2014	890464 R.H.F. INC.	67273		"I AIR RADAR GUN 001-222-0000-4320	401.53	
					Total :	401.53	
106957	8/18/2014	890487 SEA-CLEAR POOLS	14-2833		SUPPL) & INSTALL NEW 3-PHASE MO, 001-430-0000-4260	1,126.00	
					Total :	1,126.00	
106958	8/18/2014	890546 BARAJAS, CR) , AL	+UL) 2014		MMAP INSTRUCTOR 109-424-3656-4260	236.25	
					Total :	236.25	
106959	8/18/2014	890561 GCS INC.	60414	11103	JANITORIAL SERVICES CONTRACT#16 070-381-0450-4260	1,088.00	
				11103	001-390-0460-4260	3,080.00	
				11103	001-430-0000-4260	2,850.00	
				11103	001-390-0222-4260	3,200.00	
				11103	001-390-0310-4260	1,214.00	
				11103	001-390-0410-4260	2,007.00	
					Total :	13,439.00	
106960	8/18/2014	890771 , ORRES, CAROLINA	06/17/14-07/18/14		ZUMBA INSTRUCTOR 017-420-1337-4260	580.00	
					Total :	580.00	
106961	8/18/2014	890843 NGOV, CHHIV	06/10/14 - 07/03/14		SENIOR YOGA SUMMER INSTRUCTOR 017-420-1322-4260	21.00	
			07/08/14 - 08/01/14		SENIOR YOGA SUMMER INSTRUCTOR		
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08/14/2014 1:51:47PM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106961	8/18/2014	890843 NGOV, CHHIV	(Continued)		017-420-1322-4260	196.00	
					Total :	217.00	
106962	8/18/2014	890879 EUROFINS EA ON ANALYTICAL, INC	L0175587		WATER ANALYSIS FOLDERS 070-384-0000-4260	264.60	
			L0175592		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60	
			L0176005		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.00	
			L0176102		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60	
			L0176384		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60	
			L0176505		WATER ANALYSIS FOLDERS 070-384-0000-4260	175.00	
			L0176708		WATER ANALYSIS FOLDERS 070-384-0000-4260	2,500.00	
			L0176715		WATER ANALYSIS FOLDERS 070-384-0000-4260	900.00	
			L0176940		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.00	
					Total :	4,586.40	
106963	8/18/2014	890929 , ACTICAL K9 LLC	080614		K9 TRAINING 001-225-0000-4270	500.00	
					Total :	500.00	
106964	8/18/2014	890963 COMMERCIAL AQUATIC SERVICE INC	114-1629		HEATER REPAIR 001-430-0000-4330	532.07	
					Total :	532.07	
106965	8/18/2014	890970 WEX BANK	0037672527		FUEL FOR FLEET 001-320-0152-4402	626.85	
					001-320-0221-4402	18.53	
					001-320-0222-4402	175.34	
					001-320-0224-4402	1,044.46	

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**CITY OF SAN FERNANDO**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106965	8/18/2014	890970 WEX BANK	(Continued)			
					001-320-0225-4402	6,930.74
					001-320-0226-4402	2.00
					001-320-0311-4402	1,328.39
					001-320-0312-4402	2.00
					001-320-0320-4402	241.48
					001-320-0346-4402	4.00
					001-320-0370-4402	411.51
					001-320-0371-4402	257.01
					001-320-0390-4402	1,212.30
					001-320-0420-4402	4.00
					007-313-3630-4402	2,164.75
					027-344-0000-4402	103.00
					029-335-0000-4402	282.49
					070-381-0000-4402	81.47
					070-382-0000-4402	259.64
					070-383-0000-4402	1,269.70
					070-384-0000-4402	337.14
					072-360-0000-4402	279.58
					073-350-0000-4402	111.91
					<b>Total :</b>	<b>17,148.29</b>
106966	8/18/2014	890980 AVILA, JESSE H.	TRAVEL		2014 LEAGUE OF CA CITIES ANNUAL	
					001-101-0113-4370	232.32
					<b>Total :</b>	<b>232.32</b>
106967	8/18/2014	890982 GONZALES, ROBER, C.	TRAVEL		2014 LEAGUE OF CA CITIES ANNUAL	
					001-101-0111-4370	232.32
					<b>Total :</b>	<b>232.32</b>
106968	8/18/2014	891098 AMARILLAS MORALES, RIGO	072914		SPORTS OFFICIAL	
					017-420-1328-4260	45.00
					<b>Total :</b>	<b>45.00</b>
106969	8/18/2014	891102 CER' ANTES, BIANCA	072614		SCORE KEEPER	
					017-420-1328-4260	80.00

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**Voucher List**  
**CITY OF SAN FERNANDO**

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106969	8/18/2014	891102 891102 CER' ANTES, BIANCA	(Continued)			<b>Total : 80.00</b>
106970	8/18/2014	891170 HRDIRECT	INV2142116		POSTER GUARD COMPLIANCE PROT	
					001-106-0000-4300	67.99
			INV2142117		POSTER GUARD COMPLIANCE PROT	
					001-106-0000-4300	67.99
			INV2142118		POSTER GUARD COMPLIANCE PROT	
					001-106-0000-4300	67.99
			INV2142119		POSTER GUARD COMPLIANCE PROT	
					001-106-0000-4300	67.99
					<b>Total :</b>	<b>271.96</b>
106971	8/18/2014	891209 AUTONATION SSC	193487		WINDOW SWITCH PACK - CE5643	
					001-320-0152-4400	171.54
					<b>Total :</b>	<b>171.54</b>
106972	8/18/2014	891234 BOADA, EDDY	080214		SPORTS OFFICIAL	
					017-420-1328-4260	52.00
					<b>Total :</b>	<b>52.00</b>
106973	8/18/2014	891235 NUNEZ, KENNETH	080214		SPORTS OFFICIAL	
					017-420-1328-4260	52.00
					<b>Total :</b>	<b>52.00</b>
106974	8/18/2014	891253 SAN FERNANDO SMOG, ( ONLY)	1156		SMOG PRO-SERVICE - E1264516	
					001-320-0000-4450	50.00
			1158		SMOG PRO-SERVICE - E1205854	
					001-320-0000-4450	50.00
			1161		SMOG PRO SERVICE - E1118844	
					001-320-0000-4450	50.00
			1162		SMOG PRO-SERVICE - E1200076	
					001-320-0000-4450	50.00
					<b>Total :</b>	<b>200.00</b>
106975	8/18/2014	891306 FORMULAONE PROFESSIONAL	2874		TINT WINDOWS - PD7863	
					001-320-0224-4400	190.00
			2901		REMOVE/RE-TINT WINDOWS - PD8955	
					001-320-0224-4400	240.00

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vchlist 08/14/2014 1:51:47PM		Voucher List CITY OF SAN FERNANDO				Page: 23
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106975	8/18/2014	891306 FORMULAONE PROFESSIONAL	(Continued) 2902		REMOVE/RE-TINT WINDOWS - PD1135 001-320-0224-4400	240.00
					<b>Total :</b>	<b>670.00</b>
106976	8/18/2014	891311 , ORRES, RITA	07/01/14 - 07/11/14		, ATE MINIMUM WAGE ADJ-FOOD SE 115-422-3750-4270	0.98
			07/26/14 - 08/08/14		115-422-3752-4270	0.08
					FOOD SERVICE SUBSTITUTE 115-422-3750-4270	49.50
					115-422-3752-4270	4.50
					<b>Total :</b>	<b>55.06</b>
106977	8/18/2014	891338 NESTLE PURE LIFE DIRECT	04G0033013574		WA 001-430-0000-4300	60.03
					<b>Total :</b>	<b>60.03</b>
106978	8/18/2014	891355 NAREZ, FABIAN	JUL 2014		MMAP MENTOR/INSTRUCTOR 109-424-3656-4260	281.25
					<b>Total :</b>	<b>281.25</b>
106979	8/18/2014	891377 REYES, JOSE	07/01/14-07/11/14ADJ		HDM DRIVER STATE MIN WAGE ADJ 115-422-3752-4270	0.30
					<b>Total :</b>	<b>0.30</b>
106980	8/18/2014	891385 FITZSIMMONS, IAN	JUL 2014		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
106981	8/18/2014	891391 DIVISION OF , %	DSA 786		2014 2ND QRTR SB1186 PAYMNT - AP 001-2247	88.80
					<b>Total :</b>	<b>88.80</b>
106982	8/18/2014	891425 DIAZ, MARISOL	REIMB.		REIMB FOR PURCHASE OF FITNESS P 017-420-1337-4300	100.70
					<b>Total :</b>	<b>100.70</b>
106983	8/18/2014	891529 GEOCON WEST, INC.	7406156		#) 13-14 GEOTECHNICAL INVESTIGA	
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106983	8/18/2014	891529 GEOCON WEST, INC.	(Continued)	11111	070-384-0857-4600	6,602.95
					<b>Total :</b>	<b>6,602.95</b>
106984	8/18/2014	891548 ASSOCIATED BUILDERS	REFUND		ALARM RENEWAL REFUND - BUSINES 001-3785-0000	25.00
					<b>Total :</b>	<b>25.00</b>
106985	8/18/2014	891549 MONZON, JORJE ALBER, O	072614		SPORTS OFFICIAL 017-420-1328-4260	91.00
					<b>Total :</b>	<b>91.00</b>
106986	8/18/2014	891551 DE LARA, ALMA	404108		REFUND - SENIOR , "I CANCELLA " O 004-2383	75.00
			889546		REFUND - SENIOR , "I CANCELLA " O 004-2383	200.00
					<b>Total :</b>	<b>275.00</b>
106987	8/18/2014	891552 LOS ANGELES COUNTY	080614		"I A) CCS FOR C1 OVERBILLED SER 001-422-3750-4260	268.35
					<b>Total :</b>	<b>268.35</b>
106988	8/18/2014	891553 AYON, WENDY	2000800181		#ACILITY RENTAL REFUND 001-3777-0000	143.00
					<b>Total :</b>	<b>143.00</b>
106989	8/18/2014	891554 ARRIANO, DORI	2000141.001		REFUND AQUA AEROBICS 001-3734-0000	17.50
					<b>Total :</b>	<b>17.50</b>
106990	8/18/2014	891555 LOURDES, MARIA	2000132.001		SWIM LESSONS REFUND 001-3770-1338	50.00
					<b>Total :</b>	<b>50.00</b>
106991	8/18/2014	891556 REYES, ROSA	2000134.001		SWIM LESSONS REFUND 001-3770-1338	100.00
					<b>Total :</b>	<b>100.00</b>
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106992	8/18/2014	891557 FRIAS, GRACE	2000135.001		SWIM LESSONS REFUND 001-3770-1338	50.00
					Total :	50.00
106993	8/18/2014	891558 GAMBOA, ALICE	2000800180		#ACILITY RENTAL REFUND 001-3777-0000	42.00
					Total :	42.00
106994	8/18/2014	891559 ACEVEDO, ANA	2000128.001		SWIM LESSONS REFUND 001-3770-1338	50.00
					Total :	50.00
106995	8/18/2014	891560 ARREGUIN, VERONICA	2000136.001		SWIM LESSONS REFUND 001-3770-1338	25.00
					Total :	25.00
106996	8/18/2014	891561 LONGORIA, AMALIA	2000131.001		SWIM LESSONS REFUND 001-3770-1338	45.00
					Total :	45.00
106997	8/18/2014	891562 CORONEL, HAILEY	2000133.001		DA) CAMP REFUND 017-3770-1399	170.00
					Total :	170.00
106998	8/18/2014	891563 VALDIVIA, JUAN JOSE	SF1140512001		! ARKING CITATION REFUND 001-3430-0000	55.00
					Total :	55.00
106999	8/18/2014	891564 LA APPRAISAL INC	14-1662-21		APPRAISAL SER"" 006-190-0000-4800	64.00
					Total :	64.00
107000	8/18/2014	891567 SAEKI, BRIAN	REIMB.		REIMB FOR LUNCHEON MEETING 001-105-0000-4370	94.37
			TRAVEL		2014 LEAGUE OF CA CITIES ANNUAL 001-105-0000-4370	150.00
					Total :	244.37
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vchlist 08/14/2014 1:51:47PM		Voucher List CITY OF SAN FERNANDO				Page: 26
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107001	8/18/2014	891568 MIYOSHI, MARLENE	REIMB.		MILEAGE REIMB 001-310-0000-4390	16.24
					Total :	16.24
143	Vouchers for bank code :		bank		Bank total :	507,751.04
143	Vouchers in this report				Total vouchers :	507,751.04

\* Voucher Registers are not final until approved by Council.

## HANDWRITTEN CHECKS

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Bank code :	bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106277	7/2/2014	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS-JUL# 001-1160	180,451.08
					Total :	180,451.08
106278	7/3/2014	103648 CITY OF SAN FERNANDO	PR 7-4-14		REIMB FOR PAYROLL W/E 6-27-14	
					001-1003	310,405.84
					007-1003	1,149.45
					008-1003	3,287.44
					011-1003	2,173.22
					012-1003	281.04
					017-1003	3,103.98
					018-1003	86,337.77
					027-1003	3,074.06
					029-1003	2,568.03
					050-1003	759.66
					070-1003	39,920.10
					072-1003	14,274.01
					073-1003	869.17
					101-1003	1,933.29
					103-1003	5,786.03
					104-1003	3,868.66
					Total :	479,791.75
106438	7/7/2014	891384 CITY OF LOS ANGELES	12020-20000-01546		NITRATE PROJECT BUILDING PERMIT 070-384-0857-4450	221.52
					Total :	221.52
106439	7/7/2014	891384 CITY OF LOS ANGELES	12010-20000-01717		NITRATE PROJECT BUILDING PERMIT 070-384-0857-4450	1,199.10
					Total :	1,199.10
106485	7/8/2014	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION SERVICE PLAN - JUL# 2014 001-1160	2,466.88
					Total :	2,466.88
106486	7/8/2014	891230 DEL' A DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS - JUL#	
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Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106486	7/8/2014	891230 DEL' A DENTAL INSURANCE COMPANY	(Continued)		001-1160	381.81	
					Total :	381.81	
106487	7/8/2014	890907 DEL' A DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - JUL# 001-1160	11,946.44	
					Total :	11,946.44	
106488	7/10/2014	102126 MARTINEZ, MIGUEL	JUNE 2014		CALPERS HEALTH INS. REIMB. 070-180-0000-4127	186.88	
					Total :	186.88	
106489	7/10/2014	888951 DOMINGUEZ, WALTER	TRAVEL		K-9 BASIC TRAINING COURSE IN BAN` 001-225-0000-4360	875.00	
					Total :	875.00	
106643	7/17/2014	103648 CITY OF SAN FERNANDO	PR 7-18-14		REIMB. FOR PAYROLL W/E 7-11-14 007-1003 008-1003 010-1003 001-1003 011-1003 012-1003 017-1003 018-1003 027-1003 029-1003 050-1003 070-1003 072-1003 073-1003 101-1003 103-1003 104-1003	1,033.64 2,886.52 1,329.33 327,545.08 2,286.65 264.36 12,740.92 90,810.37 2,912.92 2,331.64 161.86 40,715.73 13,521.75 182.65 2,863.18 77.69 77.69	
					Total :	501,741.98	
106644	7/17/2014	890981 FAJARDO, JOEL	07-17-14		REIMBURSEMENT FOR OVERPAYMEN`		
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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106644	7/17/2014	890981 FAJARDO, JOEL	(Continued)		001-101-0000-4120	143.12
					<b>Total :</b>	<b>143.12</b>
106645	7/17/2014	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753		NATURAL GAS FOR CNG STA*** 001-320-3661-4402	6,193.27
					<b>Total :</b>	<b>6,193.27</b>
106646	7/22/2014	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE - JUNE 2018 001-1160	2,719.96
					<b>Total :</b>	<b>2,719.96</b>
106647	7/22/2014	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE - JUL# 2014 001-1160	2,718.19
					<b>Total :</b>	<b>2,718.19</b>
106648	7/23/2014	891532 OSGOOD, JOSEFINA	2000125.001		YOUTH BASKETBALL REFUND 017-3770-1328	90.00
					<b>Total :</b>	<b>90.00</b>
106649	7/31/2014	103648 CITY OF SAN FERNANDO	PR 8-1-14		REIMBURSEMENT FOR PAYROLL W/E : 027-1003 029-1003 070-1003 072-1003 101-1003 103-1003 104-1003 001-1003 007-1003 008-1003 011-1003 012-1003 017-1003 018-1003	3,117.61 2,262.39 41,198.25 13,445.30 1,819.77 362.16 371.89 339,914.59 845.60 2,739.16 2,414.56 265.39 14,204.30 91,045.48
					<b>Total :</b>	<b>514,006.45</b>

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
16		Vouchers for bank code : bank			<b>Bank total :</b>	<b>1,705,133.43</b>
16		Vouchers in this report			<b>Total vouchers :</b>	<b>1,705,133.43</b>

\* oucher Registers are not final until approved by Council.

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07/07/2014 3:02:45PM		CITY OF SAN FERNANDO					
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Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106467	7/7/2014	100916 DEIBEL, PAUL	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15	
					Total :	29.15	
106468	7/7/2014	101466 HARVEY, DEVER' MICHAEL	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	285.23	
					Total :	285.23	
106469	7/7/2014	101926 LILES, RICHARD	JUL' 2014		CALPERS HEALTH INS. REIMB. 070-180-0000-4127 072-180-0000-4127	236.49 236.49	
					Total :	472.98	
106470	7/7/2014	102126 MARTINEZ, MIGUEL	JUL' 2014		CALPERS HEALTH INS. REIMB. 070-180-0000-4127	186.88	
					Total :	186.88	
106471	7/7/2014	102473 ORDELHEIDE, ROBER°	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	402.16	
					Total :	402.16	
106472	7/7/2014	102864 RIVETTI, DOMINICK	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	180.88	
					Total :	180.88	
106473	7/7/2014	103175 SKOBIN, ROMELIA	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	246.18	
					Total :	246.18	
106474	7/7/2014	891013 BRUNWIN, HERBER°	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15	
					Total :	29.15	
106475	7/7/2014	891021 GUIZA, JENNIE	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15	
					Total :	29.15	
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07/07/2014 3:02:45PM		CITY OF SAN FERNANDO					
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Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106476	7/7/2014	891027 LOCKETT, JOANN	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15	29.15
					Total :		29.15
106477	7/7/2014	891028 MANTHEY, DONALD	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	183.83	183.83
					Total :		183.83
106478	7/7/2014	891031 ORTEGA, JIMMIE	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	58.30	58.30
					Total :		58.30
106479	7/7/2014	891032 OTREMBA, EUGENE	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	40.26	40.26
					Total :		40.26
106480	7/7/2014	891351 GARCIA, DEBRA	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	274.26	274.26
					Total :		274.26
106481	7/7/2014	891352 HADEN, SUSANNA	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	143.76	143.76
					Total :		143.76
106482	7/7/2014	891353 PEA%, JOSEPH	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	186.88	186.88
					Total :		186.88
106483	7/7/2014	891354 RAMIREZ, ROSALINDA	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	71.88	71.88
					Total :		71.88
106484	7/7/2014	891504 POLLOCK, CHRISTINE	JUL' 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	34.81	34.81
					Total :		34.81
18 Vouchers for bank code : bank						Bank total :	2,884.89



**HANDWRITTEN CHECKS**

vchlist

Voucher List

Page: 3

07/07/2014 3:02:45PM

CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
18		Vouchers in this report			Total vouchers :	2,884.89

\*Voucher Registers are not final until approved by Council.

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## HANDWRITTEN CHECKS

vchlist

Voucher List

Page: 1

07/07/2014 11:18:06AM

CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106440	7/7/2014	100306 BARNARD, LARRY	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	42.58
					<b>Total :</b>	<b>42.58</b>
106441	7/7/2014	100642 CASTRO, RICO	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	402.16
					<b>Total :</b>	<b>402.16</b>
106442	7/7/2014	100913 DECKER, CATHERINE	JULY 2014		CALPERS HEALTH INS. REIMB. 070-180-0000-4127	58.30
					<b>Total :</b>	<b>58.30</b>
106443	7/7/2014	100995 DRAKE, MICHAEL	JULY 2014		CALPERS HEALTH INS. REIMB. 070-180-0000-4127 072-180-0000-4127	14.57 14.58
					<b>Total :</b>	<b>29.15</b>
106444	7/7/2014	100996 DRAKE, JOYCE	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	266.41
					<b>Total :</b>	<b>266.41</b>
106445	7/7/2014	101538 HOUGH, RAY	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	295.56
					<b>Total :</b>	<b>295.56</b>
106446	7/7/2014	101933 LITTLEFIELD, LESLEY	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	58.30
					<b>Total :</b>	<b>58.30</b>
106447	7/7/2014	102206 MILLER, WILMA	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15
					<b>Total :</b>	<b>29.15</b>
106448	7/7/2014	102232 MIURA, HOWARD	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	58.30
					<b>Total :</b>	<b>58.30</b>

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vchlist

Voucher List

Page: 2

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106449	7/7/2014	103394 *ORRES, RACHEL	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15
					<b>Total :</b>	<b>29.15</b>
106450	7/7/2014	103643 WEDDING, JERRY	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	58.30
					<b>Total :</b>	<b>58.30</b>
106451	7/7/2014	103727 WYSBEEK, DOUDE	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15
					<b>Total :</b>	<b>29.15</b>
106452	7/7/2014	103737 YNIGUEZ, LEONARD	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	183.83
					<b>Total :</b>	<b>183.83</b>
106453	7/7/2014	889063 AGORICHAS, JOHN	JULY 2014		CALPERS HEALTH INS. REIMB. 070-180-0000-4127	9.02
					<b>Total :</b>	<b>9.02</b>
106454	7/7/2014	891010 MAERTZ, ALVIN	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	399.43
					<b>Total :</b>	<b>399.43</b>
106455	7/7/2014	891011 APODACA-GRASS, ROBER* A	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	58.30
					<b>Total :</b>	<b>58.30</b>
106456	7/7/2014	891014 CREEKMORE, CASIMIRA	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15
					<b>Total :</b>	<b>29.15</b>
106457	7/7/2014	891016 DEA* ON, MARK	JULY 2014		CALPERS HEALTH INS. REIMB. 070-180-0000-4127	472.98
					<b>Total :</b>	<b>472.98</b>
106458	7/7/2014	891017 ELDRIDGE, WANDA	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15

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**HANDWRITTEN CHECKS**

vchlist

Voucher List

Page: 3

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
106458	7/7/2014	891017 891017 ELDRIDGE, WANDA	(Continued)			Total : 29.15
106459	7/7/2014	891020 GLASGOW, ROBER*	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	89.77 Total : 89.77
106460	7/7/2014	891023 HATFIELD, JAMES	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	40.26 Total : 40.26
106461	7/7/2014	891024 HOOKER, RAYMOND	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	25.40 Total : 25.40
106462	7/7/2014	891034 RAMSEY, JAMES	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	274.26 Total : 274.26
106463	7/7/2014	891035 SHERWOOD, NINA	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	20.13 Total : 20.13
106464	7/7/2014	891036 WA** , DAVID	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	58.30 Total : 58.30
106465	7/7/2014	891037 WEBB, NANCY	JULY 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	137.13 Total : 137.13
106466	7/7/2014	891042 KNIGHT, PAUL	JULY 2014		CALPERS HEALTH INS. REIMB 001-180-0000-4127	162.84 Total : 162.84
27 Vouchers for bank code : bank						Bank total : 3,346.46
27 Vouchers in this report						Total vouchers : 3,346.46

Page: 3

vchlist

Voucher List

Page: 4

07/07/2014 11:18:06AM

CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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## ADMINISTRATION DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Elena G. Chávez, City Clerk

**DATE:** August 18, 2014

**SUBJECT:** Destruction of Records – Various City Departments

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#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 7630 (Attachment “A”) Authorizing and Directing the City Clerk to Destroy Certain Records and Documents Pursuant to Section 34090 of the Government Code of the State of California.

#### **BACKGROUND:**

On November 5, 2001, the City Council adopted Resolution No. 6806 which approved a Retention Schedule for the Maintenance and Disposition of Records in the City of San Fernando. The Resolution states that upon written consent of the City Clerk and City Attorney, and with the approval of the City Council, “the City Clerk may destroy any City record, document, instrument, book or paper, under her charge, without making a copy thereof, after the same is no longer required”. The Schedule is used to assign a retention timeframe for records in the custody of each City department.

Over the years, Departments have requested authorization to destroy certain records and, again, there is a need to schedule a City records destruction event soon.

#### **ANALYSIS/CONCLUSION:**

In an effort to clear out space (including the basements at City Hall and Public Works), the following Departments have identified records (Attachment “A” - Exhibit “A”) that qualify for destruction:

Administration	17 boxes
Community Development	1 box
Finance	129 boxes
Public Works	33 boxes
City Treasurer	16 boxes

## Destruction of Records – Various City Departments

Page 2

The City Clerk requests City Council approval for the disposition and destruction of approximately 196 boxes of records which are no longer required to be retained. These records are eligible for destruction and the removal of these boxes will assist in creating storage space for new records.

### **BUDGET IMPACT:**

The anticipated cost to destroy these records is approximately \$2.50 per box and is included in the Fiscal Year 2014-2015 City Budget (will be absorbed by Departments based on the number of boxes to be destroyed).

### **ATTACHMENT:**

A. Resolution Approving Destruction of Records



**ATTACHMENT "A"****RESOLUTION NO. 7630****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AUTHORIZING AND DIRECTING THE CITY CLERK TO DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA (CITY CLERK'S OFFICE)**

**WHEREAS**, Section 34090 of the Government Code of the State of California provides for the destruction of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney; and

**WHEREAS**, a list of City records and documents recommended for destruction has been prepared (attached hereto as Exhibit "A") Request for Destruction of Records; and in the opinion of the Department Head concerned, said City records and documents are no longer required; and

**WHEREAS**, the City Clerk and City Attorney have consented to the destruction of such documents and records Destruction List Approval (Exhibit "A").

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES AS FOLLOWS:**

**SECTION 1:** The City Clerk is hereby authorized and directed to destroy those items listed in Exhibit "A" pursuant to procedures established in the Records Program for the City of San Fernando. When the records are destroyed, the Certificate of Destruction (Exhibit "B") must be completed and original form must be filed with the City Clerk to be maintained as a permanent record attached to this Resolution.

**SECTION 2:** The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on this 18<sup>th</sup> day of August, 2014.

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Sylvia Ballin, Mayor

ATTEST:

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Elena G. Chávez, City Clerk

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Council of the City of San Fernando held on the 18<sup>th</sup> day of August, 2014; and was carried by the following vote:

AYES:

NOES:

ABSENT:

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Elena G. Chávez, City Clerk

**EXHIBIT “A”****REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: ADMINISTRATION/CITY CLERK**

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

<b>Box No.</b>	<b>Record Series Title &amp; Contents</b>	<b>Retention Schedule Page No.</b>	<b>Date(s) of Records</b>	<b>Retention Requirements</b>	<b>Destruction Date</b>
1	<b>Purchasing Records – Request for Payment:</b> Richards Watson Gershon Invoices	5	2005 – 2009	2 years	
	<b>Correspondence:</b> Administration Department Community Development Department Police Department	2	1998 – 2007 1999 – 2007 1997 – 2008	2 years	
2	<b>Correspondence:</b> Police Department Public Works Department Recreation & Community Services Department Administration Department – Treasurer Division Independent Cities Association (ICA) Independent Cities Risk Management (ICRMA) League of California Cities	2	1995 – 1996 1996 – 2006 1996 – 2006 1990 – 2000 1995 – 2006 1996 – 2006 2003 - 2005	2 years	
	<b>Purchasing Records – Request for Payment:</b> Employee Recognition Dinner	5	2001 – 2004	2 years	
	<b>Grants – Grant Administration &amp; Implementation Files:</b> Grants Not Awarded	7	1999 – 2000	Current + 4 years	
3	<b>Correspondence:</b> League of California Cities Letters of Support Status Reports	2	2000 – 2009 2000 – 2006 2008 - 2009	2 years	
	<b>Accounts Payable – Request for Payment:</b> Miscellaneous Invoices	5	2007 – 2008	2 years	
4	<b>Correspondence:</b> AB 1234 AB 2987 Assemblymember Correspondence Attorney – Beltran Leal & Medina Attorney – Jenkins & Hogn LLP Center for Civic Partnership Councilmember Steven Veres Councilmember Julie Ruelas Councilmember Maribel De La Torre	2	2006 2006 1999 – 2007 1997 2004 2005 – 2008 2006 – 2009 2004 – 2008 2004 – 2006	2 years	
	Councilmember Dr Jose Hernandez Councilmember Nury Martinez Citizen Complaints	2	1990 – 2007 2006 – 2008 2004 – 2007	2 years	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
	Consultant – Sutro & Co Consultant – Legacy Group International Commissions General Production Services Administration Department San Gabriel Valley City Managers Association (SGVCMA) Southern California Air Quality Management District (SCAQD)		1999 1999 1993 – 2006 2000 – 2001 1994 – 2007 2000 – 2003  2003 – 2009		
4 (cont'd)	Resumes (Unsolicited) : Attorney Firm Resume	20	1995 – 1999	2 years	2014
	Accounts Payable – Request for Payment: Name Tag Orders Plaque Orders Banner Quotes	5	2000 1997 – 1999 2000	2 years	
	Budget Files (City) : Study Session Working Papers Staff Report Budget Ad Hoc Committee	1	2005 – 2006 2003 – 2004 2004 - 2005	2 years	
	Studies & Reports: Goals & Objectives Workshop	6	2003 – 2004	2 years	
	Subject & Correspondence Files: Local Government Commission Newsletters	2	2004 – 2006	2 years	
5	<b>Travel/Mileage Expenses:</b> Councilmember Maribel De La Torre Councilmember Nury Martinez Executive Assistant Laura Valdivia Councilmember Dr Jose Hernandez Councilmember Steven Veres Public Works Director Ron Ruiz City Administrator Jose Pulido City Planner Federico Ramirez Asst to the City Administrator Brian Haworth Councilmember Julie Ruelas	16	2003 – 2005 2003 – 2004 2006 1998 – 2004 2003 – 2006 2002 – 2005 2002 – 2/2008 2006 Feb 2008 2003 – 2007	5 Years	
	<b>Program Files (City-Sponsored):</b> Pageant Ad	30	2000	Current + 5	
	<b>Bid Files – Unsuccessful Bidders:</b> Architectural Firm Financial Firm	1	1999 1999	5 years	
	<b>Correspondence</b> Economic Alliance Meeting Agenda/Packet	2	2000	2 Years	
6	City Council Meeting Audio (Cassette)	GC\$34090.7 & CC Reso #5940	1994	2 years	
7	<b>Correspondence</b> Status Reports	2	2001 – 2003	2 years	
8	<b>Correspondence</b> Status Reports	2	2004 – 2005	2 years	
9	<b>Correspondence</b> Status Reports	2	2006 – 2007	2 years	
10	<b>Purchasing Records – Request for Payment</b> City Attorney Invoices	5	1996 – 2006	2 years	
11-13	<b>Election Materials:</b> Copies of Indexes, Tally Sheets, Absentee Apps & ID Envelopes, Precinct Officers, Appointment Forms, Ballots (Used, Unused, & Spoiled)	3	Mar 2011	6 months	
14	<b>Recall Petition</b>	3	Nov 2012	8 months	
15	<b>Claim Files</b>	20	1975 to 1981	Current +5 Years	
16	<b>Claim Files</b>	20	1982 to 1994	Current + 5 Years	
17	<b>Election Material:</b> Copies of Indexes, Tally Sheets, Absentee Apps & ID Envelopes, Precinct Officers, Appointment Forms, Ballots (Used, Unused, & Spoiled)	3	Jan 2009	6 months	

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Department Head Signature

\_\_\_\_\_  
Administration  
Department

\_\_\_\_\_  
Date

**EXHIBIT "A"****REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: COMMUNITY DEVELOPMENT**

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Planning Commission Meeting recording (102 tapes)	10	Aug 19, 2003 thru September 1, 2009	1 Year	
2	Garage Sale Permit Applications	Not Identified	Calendar Years 2010 - 2013	Not Identified	
3	Community Information Meeting Notice (Proposed Amendments, including the draft Redevelopment Plan). Approximately 200 pieces of returned mail.	Not Identified	May 3, 2010	Not Identified.	

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Department Head Signature

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Community Development  
Department

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Date

**EXHIBIT “A”****REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: FINANCE**

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

<b>Box No.</b>	<b>Record Series Title &amp; Contents</b>	<b>Retention Schedule Page No.</b>	<b>Date(s) of Records</b>	<b>Retention Requirements</b>	<b>Destruction Date</b>
1-12 A-Z	Warrants (Paid) (A/P)	14	2004-2005	A+5	
13-22 A-Z	Warrants (Paid) (A/P)	14	2005-2006	A+5	
23-34 A-Z	Warrants (Paid) (A/P)	14	2006-2007	A+5	
35-46 A-Z	Warrants (Paid) (A/P)	14	2007-2008	A+5	
47	Statements & Reconciliations	14	2004-2005	5	
48	Statements & Reconciliations	14	2005-2006	5	
49	Statements & Reconciliations	14	2006-2007	5	
50	Statements & Reconciliations	14	2007-2008	5	
51 & 52	Reports, Accounting	13	2004-2005	A+7	
53 & 54	Reports, Accounting	13	2005-2006	A+7	
55	Revenue Receipts/Reports	17	2007-2008	A+5	
56	Revenue Receipts/Reports	17	2006-2007	A+5	
57	Cash Statements	12	2003-2004	7	
58	Journal Entries/Vouchers	12	2002-2003 2003-2004	A+10	
59	Journal Entries/Vouchers	12	2002-2003	A+10	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
60	Reports, Accounting	13	2003	A+7	
61	Reports, Accounting	13	2004	A+7	
62-103	Revenue Receipts/Reports (Utility Billing)	17	2002-2007	A+5	
104	Reports, Accounting	13	2005-2006	A+7	
105	Reports, Accounting	13	2006-2007	A+7	
106	PD – Parking Citations	21	2005-2006	2	
107	PD – Parking Citations	21	2007	2	
108	PD – Parking Citations	21	2008	2	
109	PD – Parking Citations	21	2009	2	
110	PD – Parking Citations	21	2010-2011	2	
111-129	Warrants (Paid) (A/P)	14	1960's; 1980's	A+5	

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Finance  
Department

\_\_\_\_\_  
Date

**EXHIBIT "A"****REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: PUBLIC WORKS**

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

<b>Box No.</b>	<b>Record Series Title &amp; Contents</b>	<b>Retention Schedule Page No.</b>	<b>Date(s) of Records</b>	<b>Retention Requirements</b>	<b>Destruction Date</b>
1-4	<b>Correspondence &amp; Supporting Data:</b> Court Commitment Volunteer Timesheets	29	1998-2005	5 yrs	
5	<b>Correspondence &amp; Supporting Data:</b> Recycling Containers (Binder) Commercial Recycling Info AB939 Enforcement Rpt A County Environmental Prog Public Education Sample Materials Waste Mgmt/City Yard Refuse and Recycling Services Waste Mgmt Yard Disposal tickets	28	1995-98	2	
6	<b>Correspondence &amp; Supporting Data:</b> Binders: SRRE & HHWE Regulations SRRE NPDES Planning & Construction Master Finding Your Way Thru the Evaluation Maze	28	1991-2000	2	
7	<b>Correspondence &amp; Supporting Data:</b> Recycle Used Oil (binder) Call for Projs MTA Prop 62 Bicycle Safety OTS MTA North County Corridor Staffing Cost Sharing Agreement Bicycle Safety Prog. HHW Prog. Telephone Contact Info.	28	1995-2001	2	



Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
	ITS strategic Deployment Plan AB 939 Legislation CIWMD Correspondence Annual Report to the California Integrated Waste Mgmt. Board AB 939 1 <sup>st</sup> Annual Report California Integrated Waste Mgmt. Board HW Program Used Oil Curbside Collection PW Audit Used Oil Opportunity Grant Budget and Invoices Recycling References				
8	<b>Correspondence &amp; Supporting Data:</b> Sewer Dye Tests Chart of Accts Los Angeles County Industrial Waste Charges Utilities Chart	28	1977-00	2	
9	<b>Grants/Funding Files:</b> Traffic Signal/Fuel Efficient Grant Prog. Workman St. Crosswalk Study State wide Integrated Traffic System	28	1997-02	C+10	
10	<b>Correspondence &amp; Supporting Data:</b> 2006 Standards Plans for PW Construction Recycle Used Oil Mechanics of a bond scale CA Debt Issuance Primer Appliance Recycle Guide 1998	28	2006     1998	2	
11	<b>Grants/Funding Files:</b> State Dept. of Toxic Substance Control EPA ID#s & Manifest Fee Return Forms Agency Charge Reconciliation State Highway/Traffic Signal Bills LA Sewer Facility Project Hyperion O&M Capital Invoice Dispute SF Sewer Flow Data Survey	28	2000  2000 1980-84 1981-89 1993 1954-86	C+10	
12	<b>Correspondence w/Local Administrative Agency:</b> MWD Water Conservation Correspondence	28	1990-97	2	
13	<b>Correspondence &amp; Supporting Data:</b> CA Public Utilities Commission Annual Rept. Of Rail Road Safety in CA CA TDA Statutes & Code of Regulations Transportation Zone SF Valley MTA Right-of-Way Sign Project Patrolling Violation Funds Draft MTA Long Range Transportation Plan for LA County	28	1987-2000 1991-96 1998  1997 1998  2000	2	

<b>Box No.</b>	<b>Record Series Title &amp; Contents</b>	<b>Retention Schedule Page No.</b>	<b>Date(s) of Records</b>	<b>Retention Requirements</b>	<b>Destruction Date</b>
14	<b>Correspondence &amp; Supporting Data:</b> Residential SWM Correspondence Used Oil Recycling Prog. Permitted Commercial Hauler Data/Monthly Annual Reports	28	1991-95  1997-98	2	
15	<b>Correspondence &amp; Supporting Data:</b> Educational Videos: Aerial Truck MWD Straight from the Tap Earth Offenders Customer Service IV Stuck in Traffic Santa Monica Sustainable City Progs. SFPD Rocks Carjacking News Proposed MWD Rate Structure Photo Enforcement Nationwide Auction Systems Compliance Essentials Board Water Quality Issues & Treatment Workshop The Model 700 Compost Bin California Smith, WI Harlem Globetrotters It's all about used oil Michael Recycle (4 copies) SF City Informational Show President Clinton Inaugural	28	1988-2001          1993	2	
16	<b>Correspondence &amp; Supporting Data:</b> SF Mall Maintenance SCAG Access Project Police Vehicle Review Ballard Fuel Cell Card Lock Fueling Prog GTE/City Partnership Job 7346 Construction of Bus Stop Pad at 1240 Truman	28	1988-92	2	
17	<b>Correspondence w/Local Administrative Agencies:</b> CDBG Program Projects: Woodworth, Knox/Maclay Alley, Residential Rehab, Juvenile Prevention Prog and Kewen Timesheets Agreement to Implement Project # 97530 Rec Park Gazebo	29	1998-99	C+3	
18	<b>Correspondence &amp; Supporting Data:</b> Construction of Bus Stop Pad (Brand Blvd) Job No. 7356 Incoming Correspondence, Inter-office Correspondence, Outgoing Correspondence Town hall Meeting		1991-93  1995 1986-94	2	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
	Garage Report				
19	<b>Grants/Funding Files:</b> Programming at Surface Transportation Program Funds <b>Correspondence &amp; Supporting Data:</b> RTD Layover zones RTD Correspondence El Pollo Loco Railroad Crossing Street Safety Markings MTA Call for Projects Metrolink Transit Tot Center Flag Pole Dedication LA County Traffic Reduction & Free Flow Inter Agency Committee Strategic Planning Workshop Tree Trimming	28	1993-94         1995 1995-2000   1997    1995-96 1991-96	C+10         2	
20	<b>Correspondence &amp; Supporting Data:</b> Budget Books	28	2007-09	2	
21	<b>Correspondence w/Local Administrative Agencies:</b> NPDES Permit Database Site Visit Reporting (binder) MWD Colorado River Issues MWD Connection Maintenance Charge MWD Readiness to Serve MWD SF Tour MWD Cryptosporidium 50 Cents Service Connection Fee – DOHS Cross Connection Program Prop 65 – Safe Drinking Water MWD Rates Senate Bill 419 MWD Monthly Water Use MWD Operation Plan November 2000 MWD Tax Levy Reso 1998 MWD Misc. Correspondence Per Acre Annexation Charge MWD Rate Structure Model Senate Bill MWD/BMP Policy MWD/Legal And Claims Committee Mtg MWD Board Members MWD Legislative Update MWD/AB 1885	28	1998         1999 1997-98 1995-2001 1996      1996-97    1996-97 2000 1998 2000-01  2001    1999 1997-98 1999	C+3	
22	<b>Correspondence &amp; Supporting Data:</b> Weed Abatement	28	1994-96	2	
23	<b>Correspondence w/Local Administrative Agencies:</b> Capital Projects FY 97-99 (Binders) Pre-Treatment Prog Non-Compliance Rpt Traffic Control Handbooks Regional Integration of Systems Effort	28	1997-99 1999-2001   1998	C+3	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
	1998 CA Transportation Plan				
24	<b>Correspondence &amp; Supporting Data:</b> ULFT Installation Program	28	1996	2	
25	<b>Correspondence &amp; Supporting Data:</b> Program Budget (2 copies) Budget Books	28	1991-92 1986-94	2	
26	<b>Correspondence w/Local Administrative Agencies:</b> LA City Sewage Disposal	28	1992-98	C+3	
27	<b>Correspondence &amp; Supporting Data:</b> Project Time Charges FY 98-99 Memos Miscellaneous Facilities Maintenance Budget Budget Presentation to Council Water Budget PW Budget PW Budget Preparation	28	1996-98 1998-99	2	
28	<b>Correspondence w/Local Administrative Agencies:</b> Loan Program Safe Drinking Water Board Water Fluoridation MWD Project Funding MWD Annual Report MWD Price Water House Misc. Purchase Orders	28	1989 1993 1986 1998 2001-2003	C+3	
29	<b>Applications/Funding Requests &amp; Supporting Data:</b> CIP Financing Prog Description CIP State Water Board Prop 204 Financing Capital Projects Financing Team 2000	28	2000	C+3	
30	<b>Correspondence &amp; Supporting Data:</b> AB 939 Newspaper Article CA Dept of Conservation Recycling Grant HW Program Annual Waste Tonnage Gen Solid Waste Issues Commercial Hauler Source Reduction & Recycling Project Comments on Commercial Hauler SRRE Hauler and Generator Surveys	28	1990-95  1991-95 1993 1990  1992	2	
31	<b>Correspondence &amp; Supporting Data:</b> Improvements to Parking Lot #1 Traffic Safety Evaluation MWD Correspondence Water Conservation Booklets: SoCal Radon Survey Governor Budget Summary DomeniGoni Valley Reservoir Proj East side Reservoir Proj	28	1992  1987-90 1990 1993 1994 1996	2	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
	MWD New Revenue Structure Administrative Procedures Monitoring Prog Prior to & After Receiving Chlorinated Water from MWD Interstate Trucks		1995  1983-84		
32	<b>Correspondence &amp; Supporting Data:</b> Water Rate Study MWD Water Conservation City Water Conservation Program Water Conservation Educational Materials CA Urban Water Conservation CalFed and BMP Revisions	28	1987-88 1993 1991 1994 1997 1996-98	2	
33	<b>Policies &amp; Procedures for Engineering Operations:</b> LLAD	29	1994-98	S+10	

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 Department Head Signature

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 Public Works  
 Department

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 Date

**EXHIBIT “A”****REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: CITY TREASURER’S OFFICE**

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Checks, Cancelled, General	14	2008	5 years	
2 & 3	Checks, Cancelled, General	14	2004	5 years	
4 & 5	Checks, Cancelled, General	14	2005	5 years	
6	Checks, Cancelled, General	14	2006-2007	5 years	
7	Checks, Cancelled, General	14	2006	5 years	
8	Checks, Cancelled, General	14	1997-2007	5 years	
9	Checks, Cancelled, General	14	1998	5 years	
10	Checks, Cancelled, General	14	2002-2004	5 years	
11	Check Registers	12	2003	5 years	
12	Check Registers	12	2004	5 years	
13	Checks, Cancelled, General	14	2008	5 years	
14 & 15	Checks, Cancelled, General	14	2007	5 years	
16	Checks, Cancelled, General	14	2005-2006	5 years	

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 Department Head Signature

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 Department

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 Date

**EXHIBIT “B”****DESTRUCTION LIST APPROVAL**

Attached is a Request for Destruction of Records submitted by Elena G. Chávez, City Clerk, requesting authorization to destroy the records described in the detailed list which is included with the attached request.

Pursuant to San Fernando City Council Resolution No. 6806, the types of records listed in the City’s current records retention schedule are authorized for disposition as outlined in that schedule upon the written consent of the City Clerk and the City Attorney and approval by the City Council. The review by the City Clerk and the City Attorney must include the determination that the records requested for destruction no longer have any administrative value, legal value, evidential value, fiscal value, or research and historical value. The resolution also provides that the destruction of any record shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature must be shredded, under the direct supervision of the City Clerk.

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I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with the established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction and to the department-proposed method of destruction unless otherwise noted below.

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City Clerk

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Date

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction.

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City Attorney

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Date

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## FINANCE DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

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

**DATE:** August 18, 2014

**SUBJECT:** Consideration to Adopt an Annual Resolution Required by Los Angeles County Regarding the City's Obligation to the California Public Employees' Retirement System (PERS) for Fiscal Year (FY) 2014-2015

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#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 7624 (Attachment "A") that will establish the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System, which is estimated at \$2,603,100 for FY 2014-2015, and fix the property tax rate for FY 2014-2015 at \$0.248317 per \$100 of assessed valuation and levies that tax rate upon all taxable property in the City.

#### **BACKGROUND:**

1. On April 9, 1946, the voters of the City of San Fernando (City) approved a ballot measure authorizing the levying of an additional property tax rate to raise the funds necessary to pay for the annual obligation of the City to the California Public Employees' Retirement System (PERS) for the retirement benefits of City employees. This system has remained unchanged even after Proposition 13 was passed in the late 1970's.
2. In 1980, the Legislature adopted California Revenue and Taxation Code Section 93, which authorized local agencies to levy ad valorem property taxes equal to the amount needed to make annual payments for the interest and principal on indebtedness approved by the voters prior to July 1, 1978.
3. For FY 1982-1983, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.28420 for each \$100 of assessed value of all property in the City subject to taxation (Resolution No. 5252, Adopted August 18, 1982).

Consideration to Adopt an Annual Resolution Required by County Regarding City's Obligation to the California Public Employees' Retirement System (PERS) for Fiscal Year (FY) 2014-15

Page 2

4. For FY 1983-1984, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.26420 for each \$100 of assessed value of all property in the City subject to taxation (Resolution No. 5326, adopted August 15, 1983).
5. In 1985, the Legislature adopted Revenue and Taxation Code Section 96.31, which authorized a jurisdiction to continue to impose a property tax levy to make payments in support of pension programs, provided it was approved by voters prior to July 1, 1978, and the jurisdiction imposed the property tax levy in either FY 1982-1983 or FY 1983-1984.

Section 96.31 further provided a cap on the tax rate that a jurisdiction may levy; specifically, the tax rate may not exceed the rate imposed by that jurisdiction in the 1982-1983 or 1983-1984 fiscal years, pursuant to a budget resolution adopted on or before July 1, 1983. Therefore, because the City adopted its FY 1983-1984 Resolution on August 15, 1983, the maximum rate it can levy is \$0.28420 for each \$100 of assessed property value, which rate was established in FY 1982-1983.

6. In order to pay for the dramatic increases in the City's PERS obligation for FY 2004-2005, the City increased the rate to the maximum amount allowed of \$0.28420 from \$0.184199 (which is the rate it had been for the previous eight fiscal years).
7. On November 7, 2005, the City Council adopted Ordinance No. U-1568 which lowered the City's retirement costs by creating two tiers of benefits (3% @ 60 for employees hired before November 12, 2005 and 2% @ 55 for employees hired after this date). In addition, the Ordinance decreased the annual cost of living adjustment for retirees from 5% to 3% which was applicable to employees hired after November 12, 2005.
8. After the close of the budget for FY 2009-2010, union groups representing the miscellaneous employees conceded to paying a portion of the retirement cost, up to 50% of the employee portion. In a similar fashion, the management group's union also conceded to a similar 50% contribution toward the employee portion of the retirement costs.
9. During FY 2008-2009 through 2012-2013, the United States housing market was devalued across the country. This resulted in the Assessed Valuation of land and property in the City declining from \$942,476,270 in FY 2008-2009 to a low of \$832,128,410 in FY 2012-2013 (approximately 12% decline).
10. During FY 2011-2012, the City's remaining union groups agreed to pay 50% of the employee portion of retirement cost.
11. During the budgeting process for FY 2013-2014, it came to the City's attention that the health care benefits of retired employees could no longer be charged to the Retirement Fund. Consequently, the City transferred the retiree health care benefit cost to the General Fund, which increased General Fund obligations and reduced the amount that could be funded from the property tax levy.

Consideration to Adopt an Annual Resolution Required by County Regarding City's Obligation to the California Public Employees' Retirement System (PERS) for Fiscal Year (FY) 2014-15

Page 3

**ANALYSIS:**

Each year at this time, the City needs to establish the amount that is to be raised from property taxes to cover the City's obligation to PERS, and to fix the tax rate in order to raise the necessary amount of money. The funds raised pursuant to this property tax provide are applied to the City's retirement expenses, except for Social Security taxes, which are funded with other City General Fund resources. Since FY 2005-2006, all Special, Enterprise and Redevelopment Agency funds have been paying their respective share of PERS expenditures because the amount raised from taxation was not sufficient to cover the City's entire obligation to PERS.

Pursuant to California Revenue and Taxation Code Section 96.31, the City is authorized to impose a maximum tax rate of \$0.28420 per \$100 of assessed valuation of all taxable property in the City, which was the property tax rate imposed by the City in FY 1982-1983. The Los Angeles County Assessor has recently released their Statement of Values for FY 2014-2015. The total assessed value for San Fernando is \$1,632,412,360. Of that, \$691,710,784 is attributable to former Redevelopment Project Areas and \$940,701,576 is attributable to the General Fund. Due to the elimination of redevelopment by the state, the City does not receive property taxes that are collected in the former Redevelopment Project Areas. Although the tax is levied Citywide, the City only receives the portion collected in the non-Redevelopment Area.

For FY 2014-2015, staff is recommending imposing a rate of \$0.248317 per \$100 of assessed valuation, which will raise approximately \$2,603,100 (see Exhibit "1" to the Attachment "A" for additional detail). This represents a decrease of 3% (or \$8.22 per \$100,000 of AV) from last year's levy of \$0.256543 per \$100 of assessed value. The decreased tax rate is due to the City's assessed values increasing more than the City's PERS costs.

The Los Angeles County Auditor Controller requires that the City Council approve a Resolution establishing the tax rate on an annual basis. This information must be submitted before August 22, 2014, to allow the levy to be placed on the current tax bills.

**CONCLUSION:**

Adoption of the attached Resolution will fix the property tax rate at \$0.248317 per \$100 of assessed value and will be used to fund the City's annual PERS obligation, which is estimated at \$2,603,100 for FY 2014-2015.

**ATTACHMENT:**

A. Resolution No. 7624

**ATTACHMENT "A"****RESOLUTION NO. 7624**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO FIXING A TAX RATE AND LEVYING TAXES FOR FISCAL YEAR (FY) 2014-2015 ON PROPERTY WITHIN THE CITY FOR THE OBLIGATION OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR THE RETIREMENT BENEFITS OF CITY EMPLOYEES, AUTHORIZED AT AN ELECTION HELD ON APRIL 9, 1946.**

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

**SECTION 1:** On April 9, 1946, the voters of the City of San Fernando ("City") approved a ballot measure authorizing the levying of an additional property tax rate to raise the funds necessary to pay for the annual obligation of the City to the California Public Employees' Retirement System ("PERS") for the retirement benefits of City employees.

**SECTION 2:** California Revenue and Taxation Code Section 96.31(a) provides that for FY 1985-1986 and each fiscal year thereafter, a jurisdiction may impose a property tax rate to make payments in support of pension programs approved by the voters before July 1, 1978, provided that the jurisdiction imposed the property tax rate in FY 1982-1983 or FY 1983-1984. Revenue and Taxation Code Section 96.31(b) provides that the tax rate imposed by a jurisdiction pursuant to Section 96.31(a) may not exceed the rate imposed by that jurisdiction in FY 1982-1983 or FY 1983-1984.

**SECTION 3:** For FY 1982-1983, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.28420 for each one hundred dollars (\$100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5252). For FY 1983-1984, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.26420 for each one hundred dollars (\$100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5326). Pursuant to California Revenue and Taxation Code Section 96.31(b), the City is authorized to impose a maximum tax rate of \$0.28420 for each \$100 of assessed property value, which is the property tax rate imposed by the City in FY 1982-1983.

**SECTION 4:** As set forth in Exhibit "1" to this Resolution, which is attached hereto and incorporated herein by this reference, the City Council has determined and fixed the sum of \$2,603,100 as the amount of revenue from property taxes necessary to pay the City's PERS obligation for FY 2014-2015.

**SECTION 5:** Pursuant to Exhibit "1" to this Resolution, the City Council hereby fixes the tax rate of the City of San Fernando for FY 2014-2015 at \$0.248317 and hereby levies such tax in that amount upon each one hundred dollars (\$100.00) of property value of all property in the City subject to taxation, using as a basis the value of such property as assessed and equalized in a manner prescribed by law.

**SECTION 6:** The City Clerk is directed to transmit immediately to the Los Angeles County Auditor-Controller a certified copy of this Resolution, together with a statement of the tax rate fixed herein.

**SECTION 7:** The City Clerk shall certify to the adoption to this Resolution, which shall be in full force and effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of August, 2014.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18<sup>th</sup> day of August, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**RECUSE:**

---

Elena G. Chávez, City Clerk

**EXHIBIT "1"****CITY OF SAN FERNANDO****Fiscal Year 2014-2015 Calculation of Property Tax for City's Obligation  
to the California Public Employee's Retirement System**

The following calculations are based on the assessed valuation figures received from the Los Angeles County Assessor for tax area 240.01, as well as the fixed base valuations for each Successor Agency project area.

Assessed Valuation General City Area (240.01)	\$940,701,576.00
Successor Agency Fixed Base	\$107,596,117.00
Total Retirement Assessed Valuation	\$1,048,297,693.00
Estimated Retirement Cost (FY 2014-2015 Budget)	\$2,603,100.00
Plus Prior Year Shortfall	\$0.00
Funding Required (FY 2014-2015)	\$2,603,100.00
Funding Rate (\$2,603,100 - Funding Required divided by \$1,048,297,693 - Total Retirement Assessed Valuation times 100)	\$0.248317
Maximum Funding Rate Allowed*	\$0.284200
*The Funding Rate required is \$0.248317; The City is only authorized to impose a maximum amount of \$0.284200 per Revenue and Taxation Code Section 96.31.	





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## **CITY ADMINISTRATION**

### **MEMORANDUM**

**TO:** Mayor Sylvia Ballin and Councilmembers

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

**DATE:** August 18, 2014

**SUBJECT:** Approval of a Side Letter of Agreement with the San Fernando Police Civilian Association and Resolution No. 7628 Amending the Fiscal Year 2014-2015 Salary Plan

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve the attached Side Letter of Agreement with the San Fernando Police Civilian Association (SFPCA), SEIU Local 721 (Attachment "A"), to extend the terms and provisions of their Memorandum of Understanding (MOU) through June 30, 2015;
- b. Approve Resolution No. 7628 (Attachment "B"), amending the Fiscal Year (FY) 2014-2015 Salary Plan; and
- c. Authorize the City Manager to execute the Side Letter of Agreement.

#### **BACKGROUND:**

1. On October 8, 2009, the City Council approved an MOU (Contract No. 1624) with the San Fernando Public Employees' Association (SFPEA), which also included the current members of the San Fernando Police Civilian Association (SFPCA), from July 1, 2009 through June 30, 2012.
2. On December 20, 2010, SFPCA members became formally recognized as a separate bargaining unit from SFPEA. However, the City affirmed that Contract No. 1624 between the City and SFPEA shall remain binding on all parties (SFPEA and SFPCA) till June 30, 2012.
3. On September 17, 2012, the City Council approved a two-year extension of the MOU with SFPCA from July 1, 2012 through June 30, 2014.

Approval of Side Letter of Agreement with SFPCA and Resolution No. 7628 Amending the FY 2014-2015 Salary Plan

Page 2

4. The City Manager, the Personnel Manager and the Finance Director held negotiation meetings with the representatives of SFPCA in the months of June and July to negotiate the terms of a successor MOU. On July 30, 2014, the City and SFPCA reached an agreement to primarily maintain the status quo for FY 2014-2015, and extend the existing MOU through June 30, 2015, with minor amendments to fix certain administrative issues that are critical.

**ANALYSIS:**

In consideration of the City's current financial challenges, the City and SFPCA agreed to maintain the status quo, and amend the existing MOU to implement a one-year extension, effective July 1, 2014 through June 30, 2015. However, an agreement was also reached to address current administrative problems associated with implementing bi-weekly payments of two to four hours of negotiated flex/built-in overtime, as well as the monthly payments of negotiated shift differential bonuses that range from \$90 to \$120 per month to Police Desk Officers. The parties agreed that the City shall discontinue the payments of flex/built-in overtime, as well as the differential pays for various shifts, and merge those into a flat hourly base rate increase of \$0.90 for each Police Desk Officer. The attached Resolution No. 7628 reflects these adjustments, and shall be effective the first day of the pay period following approval of the MOU extension.

**CONCLUSION:**

Approval of the Side Letter of Agreement with SFPCA and Resolution No. 7628 are necessary in order to fix current administrative issues, as well as maintain the existing terms and provisions in the MOU from July 1, 2014 through June 30, 2015.

**BUDGET IMPACT:**

Funding is included in the FY 2014-2015 Budget.

**ATTACHMENTS:**

- A. Side Letter of Agreement – MOU Extension between the City and SFPCA
- B. Resolution No. 7628 – Amendment to the FY 2014-2015 Salary Plan

**ATTACHMENT "A"**

**MEMORANDUM OF UNDERSTANDING EXTENSION  
BETWEEN  
THE CITY OF SAN FERNANDO  
AND  
SAN FERNANDO POLICE CIVILIAN ASSOCIATION/  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

This side letter of agreement is by and between the CITY OF SAN FERNANDO ("City") and the SAN FERNANDO POLICE CIVILIAN ASSOCIATION ("SFPCA")/SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 (collectively "the Parties"), and is entered into with respect to the following:

**WHEREAS**, City and SFPCA have previously entered into a Memorandum of Understanding ("MOU") covering the period July 1, 2009 through June 30, 2012, which subsequently was extended by agreement to expire June 30, 2014; and

**WHEREAS** the parties met and conferred concerning the terms of a successor MOU, and have agreed that the existing MOU and subsequent amendments shall remain in effect until a successor agreement is reached between the parties. **The only amendments shall pertain to the Articles below, which are hereby amended as follows:**

1. Article 1.05 – Duration of the Memorandum of Understanding

This MOU shall be extended effective July 1, 2014, and shall terminate on June 30, 2015. On or about April 1, 2015, either party (Representatives of the City or SFPCA) may reopen negotiation for a successor MOU by presenting a written proposal to the other party along with a list of negotiable working conditions.

2. Article 4.02 – Holiday Leave

The parties agree that all provisions under this Article shall remain the same except for the section/letter entitled "3/12 Compressed Work Week Schedule/Additional Overtime." This section/letter shall be removed, and replaced with the provisions hereunder specified in Article 12.03.

3. Article 4.07 – Time Off for Promotional Tests or Interviews

Employees shall be required to utilize their own time (e.g., unused Vacation, Holiday, 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.

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<sup>1</sup>SFPCA members became formally recognized as a separate bargaining unit from the San Fernando Public Employees' Association (SFPEA) per letter from the City Administrator dated December 20, 2010. However, the 2<sup>nd</sup> to the last paragraph of said letter affirms that Contract (MOU) No. 1624 (dated 10/8/09) between the City and SFPEA/SEIU Local 721 shall remain binding on all parties (SFPEA and SFPCA) till June 30, 2012.

4. Article 6.01 – Salary

The parties agree that all provisions under this Article shall remain the same except for the salary adjustment specified hereunder in Article 12.03 to fix the flex/built-in overtime and shift differential pays for Police Desk Officer.

5. Article 9.01 – Modified Work Schedule

The City shall include both the 3/12 and 9/80 work schedules as permanent items in the MOU. However, 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 Friday). Employees working the 9/80 work schedule shall have the option of either A or B schedule with either opposite Mondays or Fridays off. However, employees assigned to work at City Hall shall work the schedule consistent with City Halls above. The City shall agree to formalize the 3/12 work schedule for Police Desk Officers, and provide at least 30 days prior notification in the event it proposes to change the compressed work week schedule.

The parties agree to remove provisions in the 2<sup>nd</sup> paragraph of this Article that begins with “the 3/12 and 4/12 work week schedule...” and ends with “...consecutive days off.”

A Police Desk Officer that works a twelve-hour shift will have the option to combine his/her three (3) fifteen (15) minute rest breaks required by state law, and a 30 minute lunch break into 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. If a Police Desk Officer works an eight-hour day, he/she is entitled to only two (2) fifteen minute breaks, plus a 30 minute lunch break.

Bargaining unit employees shall be allowed at least 7½ hours of rest between work shifts as stated in the San Fernando Police Department’s policies and procedures.

6. Article 12.01 – Overtime Issues and Language

For non-exempt employees who work under the regular 8:00 a.m. – 5 p.m., Monday - Friday schedule, overtime must be paid or compensatory time off granted at the Employee's request as defined in Section 12.02 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 12.02. 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 1/2) 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 on a rotational basis. Overtime worked cannot interfere with an employee’s assigned work schedule, which would allow 7½ hours between assigned work shifts. (e.g., an employee cannot work a

twelve-hour shift followed by an overtime shift of more than 4 hours; and then work his/her assigned shift consecutively. This would leave less than 7½ hours of rest time between assigned work shifts).

Overtime offered to bargaining unit employees shall be posted to give bargaining unit members ample time to sign up for the overtime. A senior bargaining unit member may bump a junior bargaining unit member, as long as it does not interfere with the senior bargaining unit member's assigned work shift schedule. If a bargaining unit member calls out sick, overtime (if needed to cover the shift) will be offered on a seniority basis to cover the employee that has called out for his/her work shift (as long as overtime does not interfere with a bargaining unit member's assigned shifts).

7. Article 12.03 – Shift Differential Pay

The parties agree that effective the first day of the pay period following Council approval of this MOU extension, the City shall discontinue the payment of flex/built-in overtime and the payment for various shifts (differential pays). The flex/built-in overtime and the shift differential pays shall be merged into a flat hourly base rate increase for each Police Desk Officer. The pay for Police Desk Officers shall be adjusted by the addition of \$0.90 to the hourly base rate of the salary steps. See attached a copy of amended Salary Resolution.

8. Article 16.00 – Grievance

The parties agree that all references to "City Administrator" in this Article shall be replaced with "City Manager," and references to "SFPEA" shall be replaced with "SFPCA." All other provisions in this Article shall remain the same.

9. Article 17.09 – Shift Selection/Time-off Selection

The parties agree that bargaining unit employees that work rotating shifts shall bid time off vacation requests, time off holiday requests, and time off compensatory requests off by seniority, according to their date of hire into that particular job classification in his/her department. Bargaining unit employees that work rotation shifts shall bid on a rotating basis from top to bottom yearly (calendar year). Bargaining unit members on probation shall not be a part of the bidding process until off of probation.

The parties also agree that block requests of 44 or more hours (vacation, holiday, compensatory) for time off shall take precedence over shorter time off requests, regardless of seniority.

If multiple bargaining unit employees request the 44 hour threshold for the same time frame, then priority resorts back to seniority. For example, a senior bargaining unit employee who puts in for 44 hours' time off will not get denied vacation/holiday/compensatory time off in favor of a less senior bargaining unit member who puts in for 45 hours' time off.

If a bargaining unit member requested time off, and wants to give back his/her requested time off, he/she must do so at least two calendar weeks (14 days) prior to their original requested time off. If the bargaining unit member does not give two calendar weeks' (14 days) notice when giving back their requested time off, he/she will be required to take his/her requested time off. If a bargaining unit member has no time in his/her respective time banks, they will be required to take time off without pay. The only exception is a catastrophic incident (death in family, or illness, for which the bargaining unit member may be asked to provide proof).

10. Article 17.13 – Membership Meetings

The parties agree that bargaining unit members shall be allowed to use a total of one hour of City time every month for membership meetings, and this will not take the place of a bargaining unit member's lunch break.

11. The parties agree that during the period from July 1, 2014 to June 30, 2015, there shall be no concessions, furlough time offs or layoff of any employee represented by SFPCA.
12. All other terms and provisions of the MOU and subsequent amendments that is not modified herein shall remain in full force and effect unless subsequently amended in writing by agreement of the parties.

Dated: August 18, 2014

Signatures:

**For City of San Fernando:**

\_\_\_\_\_  
Brian Saeki                      Date  
City Manager

**For SFPCA/SEIU Local 721:**

\_\_\_\_\_  
James Vanicek                      Date  
Chapter President

\_\_\_\_\_  
Sylvia Ortega                      Date  
Chapter Vice President

\_\_\_\_\_  
Rosa Guzman                      Date  
Chapter Secretary

\_\_\_\_\_  
Manuel Lizarraga                      Date  
Chapter Treasurer

\_\_\_\_\_  
Renee Anderson                      Date  
SEIU Local 721/SFPCA Representative



**ATTACHMENT "B"****RESOLUTION NO. 7628**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO AMENDING PORTIONS OF SECTIONS 1  
AND 2 OF RESOLUTION NO. 7613, THE FISCAL YEAR  
2014-2015 SALARY PLAN, ADOPTED JUNE 16, 2014.**

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

**SECTION 1:** That that portion of subsection (a) of Section 2 of Resolution No. 7613, the Fiscal Year (FY) 2014-2015 Salary Plan, adopted June 16, 2014, as amended, be further amended by deleting the title, classification, range and steps reading as follows:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Police Desk Officer	88GPD	3952	4167	4396	4639	4893

**SECTION 2:** That that portion of subsection (a) of Section 2 of Resolution No. 7613, the Fiscal Year (FY) 2014-2015 Salary Plan, adopted June 16, 2014, as amended, be further amended by adding thereto the title, classification, range and steps reading as follows:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Police Desk Officer	88GPD	4108	4323	4552	4795	5049

**SECTION 3:** Except as amended herein, all other provisions of the Resolution No. 7613, the FY 2013-2014 Salary Plan, adopted June 16, 2014, remains unchanged and in full force and effect.

**SECTION 4:** 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.

**ADOPTED AND APPROVED** this 18<sup>th</sup> day of August, 2014.

---

Sylvia Ballin, Mayor

**ATTEST:**

---

Elena G. Chavez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was duly adopted and approved at a regular meeting of the City Council of City of San Fernando held on the 18<sup>th</sup> day of August, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chavez, City Clerk



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## POLICE DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

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

**DATE:** August 18, 2014

**SUBJECT:** Consideration of Retirement of Police Canine and Purchase by Handler

---

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Declare Jim, the current Police Canine, to be unfit for further duty and that the ownership of Jim and his associated equipment (i.e., Department supplied kennel and leashes) be transferred to his handler Officer Walter Dominguez, for a fee of \$1.00; and
- b. Authorize the City Manager to execute a Bill of Sale and Release of Liability (Attachment "A") with Officer Dominguez.

#### **BACKGROUND:**

Jim, a pure breed German Shepherd, has been in service for eight years and is now ten years old. Jim has been a dedicated police dog and is suffering from arthritis. Due to his medical condition, he is no longer physically able to perform his duties and it is time to retire him from service. Police canines live with their handlers and the handler's family to properly socialize them for interaction with the public during non-emergency contacts. Upon the canine's retirement, they typically stay with their handlers.

#### **ANALYSIS:**

Officer Dominguez is willing to assume full responsibility and liability for Jim upon his retirement from service. Jim's care and setting will be consistent with what he currently receives. Officer Dominguez has the proper training and home facilities to care for Jim.

## Consideration of Retirement of Police Canine and Purchase by Handler

Page 2

### **CONCLUSION:**

Officer Dominguez will be required to sign an agreement with the City, approved by the City Attorney, assuming responsibility and liability for Jim.

### **BUDGET IMPACT:**

None. Police canines have typically been purchased with donated funds.

### **ATTACHMENT:**

A. Bill of Sale and Release of Liability

**ATTACHMENT "A"****BILL OF SALE AND RELEASE OF LIABILITY**

(Property: Police K-9 "Jim")

(Parties: City of San Fernando and Walter Dominguez)

THIS 2014 BILL OF SALE AND RELEASE OF LIABILITY AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("City") and Walter Dominguez (hereinafter, "Dominguez"). The City, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, convey and deliver unto Dominguez all of its right, title and interest in and to that certain German Shepherd dog commonly known as "Jim", subject to the following conditions and agreement. For the purposes of this Agreement, City and Dominguez may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Dominguez interchangeably.

**RECITALS**

WHEREAS, Jim has been a "K-9" dog for the San Fernando Police Department ("SFPD") for the past eight (8) years. Officer Saul Esquivel was Jim's first handler for the first five (5) years of Jim's career, until Officer Esquivel left the San Fernando Police Department. Officer Walter Dominguez then became the police department's sixth K9 Handler and Jim's next partner; and

WHEREAS, Jim is approximately ten (10) years of age, and is at or near the end of his useful life as a police "K-9" dog. The SFPD desires to retire Jim, and Dominguez desires to purchase Jim from the City; and

WHEREAS, the City is agreeable to selling Jim to Dominguez subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Dominguez agree as follows:

**ENGAGEMENT TERMS**

1. The City hereby acknowledges the receipt of the sum of One Dollar (\$1.00) from Dominguez, as the purchase price for Jim. City hereby transfers full title to Jim to Dominguez, and Dominguez hereby accepts such title.

2. Dominguez agrees that he will assume all responsibility for the care, feeding, handling, training, keeping and all other responsibilities associated with Jim.

3. Dominguez agrees that the City shall have no further responsibility of any type whatsoever associated with Jim after the Effective Date of this Agreement.

4. Dominguez warrants and represents to the City that he has suitable accommodations at his residence for the care and keeping of Jim and will take reasonable steps to assure that he will continue to have suitable accommodations at his residence for the care and keeping of Jim in the future.

5. Dominguez agrees that Jim will not be placed into law enforcement service and warrants to keep Jim as a pet.

6. Dominguez agrees not to resell Jim without disclosure of Jim's background as a retired police K9 and this Agreement.

7. Dominguez is well familiar with Jim, and takes title to Jim "AS IS." **CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING, BUT NOT LIMITED TO, THE QUALITY, HEALTH, TRAINING, OR FITNESS FOR ANY PURPOSE OR ANY OTHER CHARACTERISTIC OF JIM.**

8. **DOMINGUEZ HEREBY RELEASES CITY, AND ITS SUCCESSORS, COUNCILMEMBERS, OFFICERS, AGENTS, MEMBERS, SERVANTS, EMPLOYEES, ATTORNEYS, AND CONSULTANTS, AND EACH OF THEM, OF AND FROM ANY AND ALL CLAIMS, RIGHTS, ACTIONS, CAUSES OF ACTION, SUITS, DAMAGES, DEMANDS, AGREEMENTS, PROMISES, COVENANTS, CONTRACTS, LIABILITIES, DEBTS, CONTROVERSIES, COSTS AND EXPENSES OF ANY TYPE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE, WHETHER CONTINGENT OR FIXED, LIQUIDATED OR UNLIQUIDATED, ASSERTED OR UNASSERTED, THAT IN ANY WAY RELATE TO JIM, INCLUDING BUT NOT LIMITED TO ANY ACTIONS OF JIM.**

9. The Parties agree and acknowledge that the above release extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, discovered or undiscovered, and Dominguez hereby waives all rights under Section 1542 of the Civil Code of California, and any similar provisions under any laws of any other state of the United States, pertaining to waivers of unknown or unsuspected claims. Section 1542 of the Civil Code of the State of California provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

10. This Agreement contains the entire Agreement between the Parties and no representations have been made by any of the Parties or their representatives, except as contained herein and any representations not expressed herein are invalid and unenforceable.

11. This Agreement is valid on the Effective Date with the signature of the City Manager and may not be modified thereafter, except in writing and signed by the Parties.



12. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

IN WITNESS WHEREOF, the City has caused this Bill of Sale to be signed by its duly authorized officer.

CITY OF SAN FERNANDO,  
a California municipal corporation

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

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

Attest:

\_\_\_\_\_  
Elena Chavez, City Clerk

WALTER DOMINGUEZ, an individual

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

By \_\_\_\_\_  
Walter Dominguez

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## FINANCE DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

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

**DATE:** August 18, 2014

**SUBJECT:** Release of Request for Proposals for Information Technology Management Services

---

#### **RECOMMENDATION:**

It is recommended that the City Council receive and file this report.

#### **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, which included 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 initiated an interview process with the two lowest responsive bidders, which included Aegis Computers, Inc.
5. On January 11, 2013, the City notified all respondents that the City was rejecting all proposals. The City then initiated discussions with the incumbent, Aegis Computers, Inc., to discuss possible cost saving measures to assist the City in addressing the General Fund deficit.
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

## Release of Request for Proposals for Information Technology Management Services

Page 2

cost for a not-to-exceed fixed-rate billing of \$10,630 per month, including \$630 per month for website services, which saved the City approximately \$24,000 on computer and network services in Fiscal Year 2013-2014.

7. On June 16, 2014, the City Council approved a six-month extension (Contract No. 1703(a)) with Aegis Computers, Inc. to continue to provide IT services through December 2014, while the City initiates a RFP process.

**ANALYSIS:**

Staff has drafted an updated Request for Proposal and is set to release it on Tuesday, August 19, 2014. The tentative schedule is below:

RFP available:	August 19, 2014
Deadline for submittal of questions:	September 11, 2014
Staff response to questions:	September 18, 2014
Deadline for submittal of Proposal:	September 25, 2014 @ 5:00pm
Interviews (Date to be determined):	October 2014
Agreement presented to Council for review & award:	November 2014

This schedule is only tentative and is subject to change.

A copy of the RFP will be provided to the three vendors that responded in 2012, as well as other vendors that have requested receipt of the proposal. It will also be posted on the City's website and linked to the California Society of Municipal Finance Officers (CSMFO) – Technology RFPs website.

**ATTACHMENT:**

- A. Request for Proposal – Information Technology Management Services.

**ATTACHMENT "A"**



**REQUEST FOR PROPOSALS**

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES**

**RELEASE DATE: August 19, 2014**

**RESPONSE DUE: September 25, 2014**





City of San Fernando  
Information Technology Management Services  
August 19, 2014

## **GENERAL INFORMATION**

The City of San Fernando is interested in contracting with an experienced professional information services firm to provide the City information technology management services in the area of network analysis and technical support, systems support, computer operations support, PC desktop technical support, software integration support, and IT policy and procedure development. The required services and performance conditions are described in the Scope of Work.

## **BACKGROUND**

The City of San Fernando is organized according to the City Council/City Manager form of government with six departments, a Successor Agency, and approximately 125 full-time employees. The City is a cost conscious provider of outstanding public services to its citizens and local businesses. Information technology consultants are currently centered in the Finance Department for long-term planning and coordination between departments.

The City's entire "hands-on" IT staffing (client help desk support, desktop technician support, network administration and security, system administration and security, applications development, applications maintenance, data base administration, and specific project development, implementation and support) is outsourced.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide information technology management services, specifically in the areas of desktop technician support, network analysis and administration, software support and computer operations. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

## **INSTRUCTIONS TO APPLYING FIRMS**

### **A. Examination of Proposal Documents**

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

City of San Fernando  
Information Technology Management Services  
August 19, 2014

**B. Interested Parties List**

To ensure that all interested parties receive all information related to this RFP, including, but not limited to, responses to questions, clarifications, and addenda, all interested parties may email their contact information to Nick Kimball, Finance Director, at [nkimball@sfcity.org](mailto:nkimball@sfcity.org). Failure to email contact information does not exclude a vendor from submitting a bid, however, it may result in a vendor not receiving critical information. The City is not responsible for information that is not received by vendors that do not email their contact information and request to be added to the Interested Parties List.

**C. Questions/Clarifications**

Please direct any questions regarding this RFP to Nick Kimball, Finance Director, via e-mail at [nkimball@sfcity.org](mailto:nkimball@sfcity.org). Questions must be received by 5:30 p.m. on Thursday, September 11, 2014. All questions received prior to the deadline will be collected and responses will be posted to the City's website by Thursday, September 18, 2014.

**D. Submission of Bid Proposals**

All bid proposals shall be submitted to:

City of San Fernando  
Office of the City Clerk  
117 Macneil Street  
San Fernando, CA 91340

Proposals must be delivered no later than **September 25, 2014 at 5:00 p.m.** All proposals received after that time will be returned to the Proposer unopened.

The prospective firm shall submit the original (unbound) and five (5) bound copies of its bid proposal in a sealed envelope, addressed as noted above, bearing the firm's name and address and clearly marked:

**“CITY OF SAN FERNANDO RFP - INFORMATION TECHNOLOGY  
MANAGEMENT SERVICES”**

**E. Withdrawal of Proposals**

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

City of San Fernando  
Information Technology Management Services  
August 19, 2014

#### **F. Rights of City of San Fernando**

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

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

#### **G. Contract Type**

It is anticipated that a standard agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

#### **H. Collusion**

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

### **CURRENT TECHNICAL ENVIRONMENT**

The City of San Fernando's technical environment consists of seven (7) sites, twenty-five (25) servers, one hundred fifty (150) workstations, as well as a number of network appliances, systems, and software applications. This section will cover the following:

1. Physical Network Layout.
2. Logical Network Layout.
3. Core Systems.
4. Servers and Network Applications.

5. Network Appliances.
6. Workstations.
7. Software and Desktop Applications.

## **1. Physical Network Layout**

The City's network consists of seven sites: City Hall, Public Works Operations Center, Public Works Yard, Police Department, Regional Aquatics Facility, Las Palmas Park, and Recreation Park. The core network and servers are all housed in City Hall. The Police Department and Public Works Yard connect to City Hall over fiber optic cables. Las Palmas Park and the Aquatics Facility connect to the San Fernando Courthouse over microwave point-to-point links, which in turn connects to City Hall over fiber optic cables. Recreation Park connects to the Aquatics Facility over Ethernet. Additionally, the Police Department vehicles utilize a Motorola Wireless Mesh network and Verizon's EVDO network with a private subnet that connects to the City's network over a T1 line.

At each site, all computers connect to the network over Ethernet. All cables are terminated at a central location and are connected to Cisco switches.

## **2. Logical Network Layout**

The City's network is based on the campus model – consisting of core, distribution, and access layers. It is segmented into multiple networks, including:

- The management network contains the core and distribution switches, as well as various network appliances and network management tools.
- The iSCSI network, an isolated network, handles all the traffic between the SAN and VMware server hosts. It is set up on two redundant switches for multi-path and failover.
- The City network consists of workstations and network devices in City Hall and the Public Works Operations Center.
- The Police network consists of workstations and network devices in the Police Department. It also handles secure connections to: 1) the Police Department's Virtual Patrol network, a city-wide wireless mesh network that provides access to cameras in multiple locations throughout the City; 2) the Los Angeles Sheriff's Data Network for access to secure law enforcement websites hosted by LASD and the Department of Justice; 3) a Radio IP Multi-IP mobile VPN tunnel that allows Police vehicles to access network resources over the Motorola Mesh or Verizon network.
- The Virtual Patrol Network consists of all network devices, police vehicles, wireless mesh nodes, servers, and network video recorders that make up the Virtual Patrol camera system.
- The Radio IP Network consists of a Multi-IP server that handles the Mobile VPN tunnel and the vehicles that connect it.
- The Public Works Yard Network consist of the computers and network devices at the Public Works Yard, which connects to the City Hall network over a site-to-site VPN.

City of San Fernando  
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- The Recreation Park Network consists of all workstations and network devices at Recreation Park and the Regional Pool Facility.
- The Las Palmas Park Network consists of all workstations and network devices at Las Palmas Park.

The network also contains a DMZ for access to web applications over the Internet and an internal wireless network. Additionally, select users can VPN into the network.

### **3. Core Systems**

The core system of the network is made up of a Dell PowerVault iSCSI SAN and a cluster of three HP Proliant servers running VMWare vSphere Standard 5.0. This system runs most of the City's servers – approximately 23 virtual servers – and is managed through vCenter. This system utilizes High Availability and vMotion technologies, as well as a number of other features.

### **4. Servers and Network Applications**

The City utilizes approximately 30 servers to meet its needs for network management, security, specialized applications, databases, messaging, and storage. These include:

- |  |  |
|--|--|
| • Active Directory/DNS Management            | • TriTech VisionMobile                         |
| • File Management                            | • PIPS LPR                                     |
| • Print Management                           | • Tyler Eden Financials                        |
| • Windows Software Updates Services          | • HdL Business License and False Alarm         |
| • Microsoft Exchange 2003                    | • Progressive Cashiering                       |
| • Microsoft SQL Server 2005/2008             | • Blackberry Enterprise Server                 |
| • Microsoft ISA Server 2004                  | • AutoCAD Licensing Server                     |
| • Microsoft IIS Server 7/8                   | • Silicor Technologies WindowVision DVR Server |
| • ESET Antivirus Remote Administrator Server | • OnSSI Ocularis                               |
| • Apache Tomcat                              | • KeyScan Access Control                       |
| • Radio IP Multi-IP                          | • Various Legacy Applications                  |
| • Edgesoft AIMS                              |  |
| • TriTech InforumRMS                         |  |
| • TriTech VisionCAD                          |  |

For a complete list of server and network applications in use by the City, see Attachment A.

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## **5. Network Appliances**

A number of network appliances perform key functions on the City's network. These appliances include:

- Barracuda Web Filter
- Barracuda Spam Firewall
- Barracuda Message Archiver
- Cisco ASA Firewalls
- Cisco Wireless LAN Controllers/Access Points
- D-Link Print Servers
- IBM Tape Autoloader Backup System
- Raritian Network KVM
- TrippLite/Eaton Uninterruptable Power Supplies

For a detailed list of network appliances in use by the City, see Attachment A.

## **6. Workstations**

The City has approximately 132 workstations across all sites. A breakdown is as follows:

- City Hall: 42 workstations
- Police Department: 38 workstations and 17 vehicle-mounted data terminals (MDTs)
- Public Works Yard: 16 workstations
- Recreation Park: 10 workstations
- Las Palmas Park: 6 workstations
- Aquatics Facility: 3 workstations

## **7. Software and Desktop Applications**

City workstations utilize a standard software suite, as well as specialized applications. The standard workstation has the following configuration:

- Windows XP/7
- Microsoft Office 2003/2007/2010
- ESET EndPoint Antivirus
- Adobe Acrobat Reader/Standard/Professional

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In addition to the standard software suite, individual departments utilize specialized software:

- Finance uses Tyler Technologies' Eden Financial Solutions, HdL Business License, HdL False Alarm, and Progressive Cashiering software.
- Public Works and Community Development use Edgesoft's AIMS for land management, as well as a Mapguide server.
- The Police Department uses TriTech's VisionCAD, VisionMobile and InforumRMS for dispatch, records management, and patrol. Additionally, OnSSI's Ocularis video monitoring software is used to monitor cameras on the Virtual Patrol Network.

For a complete list of software in use by the City, see Attachment A.

## **8. Current Projects**

The following major IT projects are currently underway:

- Email system migration from Exchange 2003 to Office 365 Exchange Online Plan 2.
- Domain upgrade from Server 2003 to Server 2012.
- Computer upgrade with XP to Windows 7 migration.

## **SCOPE OF SERVICES**

### **A. CITY TO PROVIDE**

1. The City will provide training in regard to the City's office, procurement, policies, and behavior standards.
2. The City is responsible for purchasing new equipment and planned replacements.

### **2. FIRM TO PROVIDE**

The Firm should provide adequate backup staffing resources to address major & immediate problems, staffing irregularities, and planned significant upgrades. The Firm should have advanced level technical resources, or consultants, available to guide and support the on-site technicians & relevant city staff when complex and significant problems arise.

### **3. MINIMUM PERFORMANCE EXPECTATIONS**

#### **The Firm - General**

The Firm is expected to:

City of San Fernando  
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- Provide timely, professional and effective services, work harmoniously with City staff and other city contractors, conduct regular status and information meetings, provide regular and timely reports on outstanding issues, work accomplished, and general network health, and make recommendations on improving City processes.
- Provide enforcement of all City policies relating to the use of information technology resources.

### **Desktop Support**

Desktop Support Technicians are expected to resolve Client/caller generated trouble calls in a professional and efficient manner. Additionally they will work on special project/task assignments as necessary: to setup and configure new PCs; to maintain current version levels of desktop software; to install, upgrade or troubleshoot software; to conduct hardware and software inventories; to do minor hardware installations and modifications on existing PCs and other related tasks.

- Desktop Support Technicians will provide desktop support for all problems and project calls to diagnose, upgrade, install, fix, adjust, and general problem resolution during the hours of 7:30 am to 5:30 pm Monday through Friday.
- Desktop Support Technicians will respond (call acknowledging assignment of call) to Client/caller, resolution/diagnosis according to prioritization.
- Desktop Support Technician will make appointment with Client/caller to address the Client/caller support needs at a mutually agreed upon time.
- Desktop Support Technician will call Client/Caller if appointment cannot be kept or will be delayed.
- Client/Caller will be apprised of problem status during the entire problem resolution cycle in a timely manner, by the end of the activity service day.
- Desktop Support Technicians will give Client opportunity to test system while they are present once problem is resolved if at all possible. For long-term problems, Client to be notified weekly of progress until resolved/closed.
- Desktop Support Technicians will document all actions taken on each call into the tracking system before they leave for the day, on the day that the activity took place whether the call is complete or not.
- The Firm's staff is expected to provide their own transportation between City sites during their support activities.

### **Computer Operations**

The City's servers are expected to function 24 hours per day with very minimal unplanned service interruptions occurring between 7:30 am and 5:30 pm. Execution of scheduled batch runs and processes include:

- Review of all process logs for normal execution and performance.
- Preparation of reports and outputs for distribution on next regular work day.
- Review of security logs and for unusual activity.



City of San Fernando  
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- Performing backups, backup rotations and restores of all systems, servers, network equipment.
- Maintaining filing, organizing, storing, status reporting on all operation and network activity records and reports.
- Monitoring and reporting status of servers (disk allocations, etc.).
- Monitoring and reporting on status of network.
- Logging activity event entries into Operations Activity Log.
- Cleaning and organizing Computer Room.
- Checking on versions of software that require updates.
- Maintaining process and operational documentation for Operations and Network Groups.
- Maintaining inventory of supplies.
- Keeping and maintaining records on hardware assets: PCs, Servers, Network equipment, etc., Acquisition date, Warranty date, maintenance agreement location, maintenance and repair contact number.
- Keeping and maintaining records on software assets: PCs, Servers, Databases, Applications, OS, etc.
- Preparing and maintaining a Disruption Plan.

### **Network and Systems Support**

The Network and Systems Support function is expected to provide all the necessary network and system technical expertise to the City to have its systems and network operate efficiently and effectively. Network and Systems staff hours are normally 7:30 am to 5:30 pm Monday through Friday. However, they are expected to work after hours and weekends as necessary to resolve problems, install updates, and perform testing so as not to impact normal production activities of the City. The Network and Systems Support activities are expected to be the standard activities for a similar-sized City IT operation. They are generally described as follows:

- Network is defined to include all City switches, hubs, routers, bridges, repeaters, firewalls, servers, etc.
- Maintenance and installation of network cabling outside of the computer room is **NOT** part of this proposal. Separate proposals will be solicited for network cable installation services.
- Network and network device performance monitoring, diagnostics, and tuning.
- Network and network device configuration and version updates to keep within two versions of current.
- Network and network device configuration management and record keeping.
- Network, network device and server capacity monitoring and planning.
- Network, network device and systems security administration and record keeping consistent with City policies.
- Firewall monitoring for intrusion attempts, attacks, viruses, etc.
- Firewall configuration and version updates.

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- Server OS configuration and version updates to keep within two versions of current.
- Network intrusion and Virus software management (keeping current updates and versions).
- Coordination and cooperation with other City service providers.

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### **Communication and Analysis**

The Firm is expected to have an effective communication rapport with the City, providing valuable, accurate information in a timely manner. Proficient writing skills are essential, and firm's analysis should be thorough.

## **PROPOSED TERM OF CONTRACT**

The proposed term of the contract is **three years, with options for two one-year extensions at the City's discretion.**

## **SCHEDULE FOR SELECTION**

RFP available:	August 19, 2014
Deadline for submittal of questions:	September 11, 2014
Staff response to questions:	September 18, 2014
Deadline for submittal of Proposal:	September 25, 2014
Interviews (Date to be determined)	October 2014
Agreement presented to Council for review & award:	November 2014

## **PROPOSER QUALIFICATIONS**

1. The City requires proposals submitted by primary firms only. The prime firm will have completed and exclusive responsibility for satisfying all City conditions and requirements at all times during the life of the agreement. Any subcontractors mentioned in the RFP and/or used in the implementation of the Agreement will have no formal relationship with the City.
2. All proposed subcontractors must be identified by name with a description of the work they will provide. Any subcontractors change proposed after the submittal date can only be made with prior approval of the City.
3. Prime firm must be responsible for at least half the annual value of the proposed work consistent with the scope of work as noted in the proposal.
4. Prime firm must have experience in providing similar work in at least two similar organizations.
5. Close cooperation and productive working relationships between all parties are essential to the City. If there are irresolvable difficulties in the relationships between parties that impact service delivery to the City, either or both parties' contract will be terminated.

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## METHOD OF SELECTION AND NOTICES

A review team appointed by the City Manager will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Innovative approach.
- Cost effectiveness.
- Quality of proposed staff.

## INFORMATION TO BE SUBMITTED

Prospective Firms must submit one unbound and five complete bound copies of their proposal.

Include a Chapter 1 with a *Proposal Summary*:

This Chapter shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them. Limit this Chapter to a total of to **three pages** including the separate sheet with contact personnel.

Include a Chapter 2 on *Profile of the Proposing Firm(s)*:

This Chapter shall include a brief description of the Firm's size as well as the proposed local organizational structure. Specifically, the City is interested in the potential for a long-term service relationship that would include financial stability. Include a discussion on the Firm's financial stability, capacity, and resources. If applicable, include all other firms participating in this Proposal, including similar information about the firm/subcontractors.

Additionally, this section shall include a listing of any lawsuit and/or subcontractors litigation and the result of that action resulting from (a) any public project undertaken by the Firm or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

Include a Chapter 3 on *Qualifications of the Firm*:

This Chapter shall include a brief description of the Firm's and sub-contractor's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) and private sector

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(maximum of two) that includes a summary of the work performed, the total project cost, the percentage of work the Firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

Include a Chapter 4 on *Work Plan*:

In this Chapter, present a well-conceived service plan. This section of the proposal shall establish that the Firms understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the required service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for transition to full operation. Describe related service experience by both the Firm and any subcontractors in similar work. Please describe the role, extent of services (number of people used or saved, engagement duration, and contract value). Provide standard written operating procedures that cover the normal industry standard activities for Desktop Technicians, Network Administration and Security, Computer Operations and any other activities proposed by the Firm.

Include a Chapter 5 on *Project Staffing*:

In this Chapter, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm's personnel shall be included. Key Firm personnel will be an important factor considered by the Review Team or Committee. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

Include Chapter 6 on *Proposed Innovations*:

The Firm may also suggest technical or procedural innovations that have been used successfully on other engagements and that may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City's assessment of the Proposal. Focus primarily on cost saving or efficiency enhancing innovations.

Include Chapter 7 on *Proposal Costs Sheet and Rates*:

In this Chapter include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for extra after-hours services or any other services that are considered optional additions.

**APPENDIX A**  
**SUMMARY SHEET**

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Person responsible for day-to-day servicing of the account:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **ATTACHMENT A: HARDWARE AND SOFTWARE DETAILS**

### **General Requirements:**

- 24/7/365 Support Available
- 1 Hour Emergency Response
- On-Site Support During Normal Business Hours
- Microsoft Windows Server Administration
- Microsoft Windows Desktop Administration
- Microsoft SQL Database Administration
- Microsoft Exchange Administration
- Cisco Network Administration
- VMWare Virtualization Administration
- Incident Management
- Asset Management

### **Network Operating Systems and Applications:**

- VMWare vSphere
- VMWare vCenter
- Microsoft Windows Server NT/2003/2008/2012
- Microsoft ISA Server 2004
- Microsoft SQL Server 2000/2005/2008
- Microsoft Terminal Server 2000/2003/2008
- Microsoft Exchange 2003
- Active Directory Administration
- Windows File and Print Services
- Windows DNS Server
- Windows DHCP Server
- Symantec Backup Exec
- Windows Deployment Services
- Windows IIS Server
- Windows Software Update Services
- Microsoft Active Sync
- Blackberry Enterprise Server
- Microsoft IIS Web Server
- Apache Tomcat Web Server
- Mapguide Server
- Recware Server
- ESET Remote Administrator
- KeyScan Access Controls
- Pegasus Access Controls
- Radio-IP MultiIP Mobile VPN

### **Networking Equipment and Appliances:**

- Cisco Router
- Cisco Switches
- Cisco Wireless LAN Controller and Access Points
- Cisco ASA Firewall
- Dell iSCSI Switches
- Motorola Microwave Links
- Sierra Wireless Broadband Modems
- HP ProLiant Server
- Super Micro Servers
- Dell PowerVault SAN
- Iomega NAS
- Barracuda Spam Firewall
- Barracuda Web Filter
- Barracuda Message Archiver
- Raritan Network KVM
- D-Link Print Servers
- HP, Dell, and Sharp Network Printer and Copiers
- Sierra Wireless AceManager
- Exabyte LTO4 Tape Autoloader
- Tripplite, APC, and Eaton UPS

**Desktop Equipment and Applications:**

- Dell OptiPlex Desktops
- HP Pavilion Desktops
- Non-Branded Desktops
- Dell Latitude Laptops
- Lenovo ThinkPad Laptops
- Motorola Ruggedized MDTs
- Microsoft Windows 2000/XP/7
- Microsoft Office 2003/2007/2010/2013
- Microsoft Project 2003/2007/2010/2013
- FTR Minutes
- Filemaker Pro 8
- Adobe Acrobat 7/8/9/X/XI
- Adobe Creative Suite
- AutoCAD Map3D 2007/2015
- WindowVision Software-Based DVR
- Ocularis NVR Client
- ArcGIS Arc View 9.2/10
- Google Earth
- IDVille ID Maker Pro

**Applications Specific Police Department:**

- TriTech Report Management System (InforumRMS)
- TriTech Computer Aided Dispatch (VisionCAD)
- TriTech VisionMobile
- PIPS ALPR Server and Client
- Various County, State, and Federal Web Applications that are accessed through the Sheriff's Data Network
- NICE VoIP Recording
- Cogent Bluetooth Biometric Scanners

**Applications Specific to Finance:**

- Tyler Technologies EDEN
- Legacy Eden Command (COBOL)
- Progressive Solutions Cashiering
- HDL Business License
- HDL False Alarm

**Applications Specific to Community Development and Public Works**

- Mapguide Web Application
- Water Database Server and Web Application
- Edgesoft AIMS Sever and Web Application
- AutoCAD Licensing Server

**Applications Specific to Recreation:**

- Activenet Web Application
- Recware Resource Management

**Electrical and Cabling:**

- Electrical Circuit Planning
- Conduit Installation
- Category 3, 5e, and 6 Installation
- Single-Mode & Multi-Mode Fiber Optic Installation



**Web Services:**

- Website Maintenance
- Website Hosting

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## FINANCE DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

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

**DATE:** August 18, 2014

**SUBJECT:** Consideration to Adopt an Urgency Ordinance Amending Chapter 2, Article VI, Division 6, Subdivision II, Section 2-810 of the City's Municipal Code Related to Cooperative Purchasing

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, waive full reading and adopt urgency Ordinance No. U-1635 (Attachment "A") by title, "An Urgency Ordinance of the City Council of the City of San Fernando Amending Section 2-810 (Cooperative Agreements) of Subdivision II of Division 6 of Article VI of Chapter 2 of the San Fernando Municipal Code and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937". This Ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.

#### **BACKGROUND:**

1. Authority for the formulation of local purchasing procedures, including procedures relating to cooperative or piggyback procurements, are set forth under the *Government Code* and the *Public Contract Code*:
  - *Government Code Section 54202* provides in relevant part that "[e]very local agency shall adopt policies and procedures, bidding regulations, governing purchases of supplies and equipment by the local agency" and that [p]urchases of supplies and equipment by the local agency shall be in accordance with said duly adopted policies and in accordance with all provisions of law governing [the] same."

Consideration to Adopt an Urgency Ordinance Amending Chapter 2, Article VI, Division 6, Subdivision II, Section 2-810 of the City's Municipal Code Related to Cooperative Purchasing

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- *Government Code Section 54205* further provides that “[a]ny local agency may request [that] the [California] Department of General Services ... make purchases of materials, equipment, or supplies on its behalf in accordance with Section 10298 of the Public Contract Code; and
  - *Public Contract Code Section 10298* provides in relevant part that “the [State of California] may consolidate the needs of multiple state agencies for good, information technology, and services, and pursuant to the procedures established [elsewhere under the Public Contract Code], establish contracts, master agreements, multiple award schedules, cooperative agreements, including agreement with entities outside the state and other types of agreements that leverage the state’s buying power, for acquisitions authorized under [the Public Contract Code]. Public Contract Code section 10298 further provides that the State and local agencies may contract with suppliers awarded the types of contracts referenced in the prior recital without further competitive bidding.
2. Independent of the statutes referenced above, many municipalities throughout the State of California have adopted ordinance provisions which allow for piggyback purchases with other cities or public agencies, provided the contract for supplies or equipment between the other city or public agency was awarded in compliance with a competitive procurement procedures that meet or exceed those of the city.
  3. The City’s existing code appears to limit its ability to engage in cooperative purchases to State or county entities. This wording is somewhat overly restrictive. The proposed amendments are intended to allow the City to avail itself of the full range of intergovernmental cooperative/piggyback purchases as may be authorized by law.

#### **ANALYSIS:**

Cooperative Purchasing involves sharing procurement contracts between governments. In simple terms, it is defined as two or more governments purchasing under the same contract. The two primary methods to achieve cooperative purchasing are: 1) membership in a Purchasing Cooperative; and 2) piggybacking on another government agency’s contract.

Cooperative Purchasing is essential, especially for a city such as San Fernando that does not have a centralized purchasing function or dedicated purchasing staff, because it saves time and resources and allows a small city to take advantage of economies of scale.

Chapter 2, Article VI, Division 6, Subdivision II, Section 2-810 of the City’s Municipal Code authorizes Cooperative Purchasing, however, it only makes reference to membership in a Purchasing Cooperative. The Municipal Code, as it currently stands, does not contemplate piggyback or other intergovernmental purchasing.

Consideration to Adopt an Urgency Ordinance Amending Chapter 2, Article VI, Division 6, Subdivision II, Section 2-810 of the City's Municipal Code Related to Cooperative Purchasing  
Page 3

Staff is recommending adoption of the proposed Ordinance to amend the City's Municipal Code to explicitly authorize the use of another governmental entities contract, provided: (i) the original parties to the contract agree, the contract was duly awarded and executed; (ii) the supplies, materials, equipment and/or tangible goods that the City will receive under the purchase are identical to those provided for under the contract, except that up to 10 percent variation is allowed for customizing to City's needs or for desirable options; and (iii) the contract resulted from a competitive bid using methods similar to those required by this subdivision.

This item is being presented as an urgency Ordinance due to the time sensitivity of another item on the agenda this evening. The Police Department is requesting approval to purchase a replacement vehicle by piggybacking off a contract between Wondries Fleet Group and the City of Los Angeles. To take advantage of the City of Los Angeles' contract pricing and avoid the need for staff to go through a formal bid process for one vehicle, City Council will need to authorize the piggyback purchasing as an acceptable form of Cooperative Purchasing.

**CONCLUSION:**

Adoption of the urgency Ordinance will give the City the flexibility to engage in multiple forms of Cooperative Purchasing and take full advantage of beneficial pricing and terms competitively bid by larger government agencies.

**ATTACHMENT:**

A. Ordinance No. U-1635

**ATTACHMENT “A”****ORDINANCE NO. U-1635****AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING SECTION 2-810 (COOPERATIVE AGREEMENTS) OF SUBDIVISION II OF DIVISION 6 OF ARTICLE VI OF CHAPTER 2 OF THE SAN FERNANDO MUNICIPAL CODE AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937**

**WHEREAS**, Government Code section 54202 provides in relevant part that “[e]very local agency shall adopt policies and procedures, bidding regulations, governing purchases of supplies and equipment by the local agency” and that [p]urchases of supplies and equipment by the local agency shall be in accordance with said duly adopted policies and in accordance with all provisions of law governing [the] same.”; and

**WHEREAS**, Government Code section 54205 further provides that “[a]ny local agency may request [that] the [California] Department of General Services ... make purchases of materials, equipment, or supplies on its behalf in accordance with Section 10298 of the Public Contract Code; and

**WHEREAS**, Public Contract Code section 10298 provides in relevant part that “the [State of California] may consolidate the needs of multiple state agencies for goods, information technology, and services, and pursuant to the procedures established [elsewhere under the Public Contract Code], establish contracts, master agreements, multiple award schedules, cooperative agreements, including agreement with entities outside the state and other types of agreements that leverage the state’s buying power, for acquisitions authorized under [the Public Contract Code]; and

**WHEREAS**, Public Contract Code section 10298 further provides that the State and local agencies may contract with suppliers awarded the types of contracts referenced in the prior recital without further competitive bidding; and

**WHEREAS**, independent of the statutes referenced above, many municipalities throughout the State of California have adopted ordinance provisions which allow for piggyback purchases with other cities or public agencies, provided the contract for supplies or equipment between the other city or public agency was awarded in compliance with a competitive procurement procedures that meet or exceed those of the City.

**WHEREAS**, the City of San Fernando (“City”) wishes to fully avail itself of all laws that will allow it to participate in so-called cooperative purchases, piggyback purchases and other intergovernmental purchases.



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

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

**SECTION 2.** Section 2-796 (Appointment of purchasing agent) of Subdivision II (Supplies Services and Equipment) of Division 6 (Purchasing) of Article VI (Finance) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended in its entirety to state the following:

**2-796 Appointment of purchasing agent**

The City Manager is appointed as the purchasing agent for purposes of this subdivision and as the purchasing agent is referenced elsewhere under the San Fernando Municipal Code. The foregoing notwithstanding, the City Manager may administratively designate such personnel as necessary to carry out the functions, duties and responsibilities of the purchasing agent as set forth in this subdivision and elsewhere under the San Fernando Municipal Code.

EDITOR'S NOTE: The title "City Manager" as referenced under this section above was previously referred to as the "city administrative officer". At its Regular Meeting of July 15, 2013 the City Council adopted Ordinance No. 1627 which reflects the City's transition from a City Administrator-City Council form of government to a City Manager form of government. The reference to "City Manager" in place of "city administrative officer" in this section is intended to reflect this change in the City's organizational structure. Accordingly, references to the "city administrative officer" that appear elsewhere in this subdivision shall be references to the "City Manager".

**SECTION 3.** Section 2-810 (Cooperative Agreements) of Subdivision II (Supplies Services and Equipment) of Division 6 (Purchasing) of Article VI (Finance) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended in its entirety to state the following:

**2-810 Interagency Purchase Agreements.**

- A. **Cooperative Procurement.** Notwithstanding any other provision of this subdivision, the purchasing agent may authorize the City's participation with one or more other governmental, public or quasi-public agencies in a cooperative agreement for the purchase of supplies, materials, equipment and other tangible goods, provided that at least one of the agencies has solicited bids using methods similar to those set forth in this subdivision.
- B. **Use of Another Entity's Contract.** The purchasing agent may authorize the purchase of supplies, materials, equipment and other tangible goods through the use of a

contract initiated by another governmental, public or quasi-public entity, provided (i) the original parties to the contract agree, the contract was duly awarded and executed; (ii) the supplies, materials, equipment and/or tangible goods that the City will receive under the purchase are identical to those provided for under the contract, except that up to 10 percent variation is allowed for customizing to City's needs or for desirable options; and (iii) the contract resulted from a competitive bid using methods similar to those required by this subdivision.

- C. All purchases proposed under this subsection shall be subject to City Council approval.

EDITOR'S NOTE: The wording set forth under this Section 2-810 above replaces wording that appears in the City's Municipal Code prior to the City Council's Regular meeting of August 18, 2014 in which the resolution adopting the current wording was approved by Urgency Ordinance No. 1635. The intent of this amendment is to afford the City of San Fernando the ability to take advantage of and benefit from procurement arrangements commonly referred to as cooperative purchases, intergovernmental purchasers or piggyback purchasers, to the maximum extent permitted by applicable State or federal law.

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

**SECTION 5.** Urgency Finding. The San Fernando City Council finds that unless this ordinance is adopted as an Urgency Ordinance which will take place immediately, pursuant to the provisions of Government Code section 36937, the City will suffer an ongoing disadvantage in its ability to fully avail itself of cooperative purchases and piggyback purchases with other public agencies thereby saving taxpayer dollars in the process. The existing code language is unnecessarily restrictive and is currently preventing the City from engaging in cooperative purchases/piggyback purchases for equipment and materials that may soon become unavailable to the City.

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

**SECTION 7.** The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper

within fifteen (15) days after its adoption. This ordinance shall take effect immediately upon its adoption by the City Council.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting on this 18<sup>th</sup> of August, 2014.

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Sylvia Ballin, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

---

Rick R. Olivarez, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Ordinance No. U-1635 was introduced as an Urgency Ordinance by four-fifths vote of the City Council at the regular meeting of the City Council held on 18<sup>th</sup> day of August and was passed and adopted by the following votes to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

In an abundance of caution, the City Council conducted a precautionary second reading of this Urgency Ordinance at its Regular Meeting held on \_\_\_\_\_day of \_\_\_\_\_, 2014 and again passed and adopted the Urgency Ordinance for second reading by the following votes to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Elena G. Chávez, City Clerk



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## POLICE DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

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

**DATE:** August 18, 2014

**SUBJECT:** Consideration to Purchase One 2015 Ford Police Interceptor Sport Utility Vehicle

---

#### **RECOMMENDATION:**

It is recommended that the City Council approve the purchase of one 2015 Ford Police Interceptor Sport Utility Vehicle (SUV) from Wondries Fleet Group (under City of Los Angeles' Contract No. 15837) for a not-to-exceed cost of \$40,310.

#### **BACKGROUND:**

The Police Department vehicle fleet historically consists of patrol vehicles that are two years apart from each other, thus, allowing approximately half of the fleet to always be newer than the other half. These vehicles are constantly being used 24 hours per day, seven days per week and are equipped with state-of-the-art emergency equipment at the time they are purchased. This affords the Police Department to only have to purchase new patrol vehicles four years after their original purchase date, ensuring that as the older vehicles get recycled, there are always newer (less miles) vehicles present in the fleet. Furthermore, typically when the Police Department purchases new patrol vehicles, they purchase four at a time by way of a bid process or are allowed to utilize Los Angeles County Sheriff's Department or the City of Los Angeles vehicle purchasing contracts, ensuring that the best possible price for the vehicles is received.

The Police Department currently has one 2007 Ford Crown Victoria police vehicle and three 2009 Ford Crown Victoria police vehicles. During Fiscal Year (FY) 2013-2014, a 2009 Ford Crown Victoria police vehicle was involved in a major traffic accident and was deemed a total loss. The 2007 Ford Crown Victoria police vehicle (Watch Commander vehicle, Unit #30) that has approximately 73,000 miles was scheduled to be replaced during FY 2013-2014, but was extended into FY 2014-2015 due to the loss of the 2009 Ford Crown Victoria.

## Consideration to Purchase One 2015 Ford Police Interceptor Sport Utility Vehicle

Page 2

### **ANALYSIS:**

The Public Works Department - Mechanical Division currently maintains the Police Department patrol vehicle fleet. For the last several years, they have attempted to maintain the fleet in good working order, but because the vehicles are no longer under manufacturer's warranty, maintenance costs have risen. The current fleet is constantly in the shop for major repairs which would have not occurred if the Police Department was able to replace the current 2007 fleet. However, due to the budget crisis, the purchase of new police vehicles was postponed.

In FY 2013-2014, the City purchased four new 2014 Ford Police Interceptor Sedans, replacing three of the 2007 Ford Crown Victorias and the totaled 2009 Ford Crown Victoria, leaving the last 2007 Ford Crown Victoria police vehicle (Unit #30) temporarily in service. The purchase of one 2015 Ford Police Interceptor SUV will replace the 2007 Ford Crown Victoria police vehicle. The cost of the 2015 Ford Police Interceptor SUV is \$36,949, plus tax and other related fees, for a not-to-exceed cost of \$40,310.

This vehicle is being purchased by piggybacking on a competitively bid contract between the City of Los Angeles and Wondries Fleet Group (contract #15837). Purchasing the vehicle in this manner is contingent on City Council's approval of the amendment to the City's Purchasing Ordinance, which authorizes cooperative purchasing through piggybacking. In accordance with the provisions of the amended Purchasing Ordinance, the vehicle is being offered by the vendor at the same terms and conditions and price as described in the contract with the City of Los Angeles.

### **BUDGET IMPACT:**

No impact to the current FY 2014-2015 Budget as funds are allocated in Account No. 041-225-0000-4500.

### **CONCLUSION:**

The Police Department has established the need to purchase a 2015 Ford Police Interceptor Sport Utility Vehicle and recommend that the City Council authorize the purchase.

### **ATTACHMENT:**

A. Quote - Wondries Fleet Group



# **Wondries**

## **FLEET GROUP**

ATTACHMENT "A"

1247 W. Main Street, P.O. Box 3850 Alhambra, CA 91801  
(626) 457-5590 (626) 457-5593 Fax

July 23, 2014

Lt. Anthony Vairo  
San Fernando Police Dept.  
910 First Street  
San Fernando, CA 91340  
Email: [avairo@sfcity.org](mailto:avairo@sfcity.org)

Lt. Vairo;

In response to your inquiry, we are pleased to submit the following for your consideration.

Wondries Fleet Group will sell service and deliver; at San Fernando, New/Unused 2014 Ford Police Interceptor Utility responding to the attached specifications for \$36,949.00 each Plus tax & \$8.75 tire tax. Price includes black & white paint.

These vehicles are available under the cooperative purchaser provision of the City of Los Angeles Contract #15837.

Delivery is (75) days A.R.O.

Terms are Net (30) days.

Sincerely,

  
Joe Connell  
Wondries Fleet Group  
Fleet Manager

**TOYOTA****HONDA**

CNGP530

## VEHICLE ORDER CONFIRMATION

07/23/14 18:22:21

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Dealer: F71261

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: X000 Priority: J2 Ord FIN: QA621 Order Type: 5B Price Level: 515

Ord Code: 500A Cust/Flt Name: LA

PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8A 4DR AWD POLICE	\$30185	\$28450.00	CA BOARD FEES	NC	\$.65
.112.6" WB			FRT LICENSE BKT	NC	NC
UA BLACK			17T CARGO DOME LAMP	50	45.00
9 CLTH BKTS/VNL R			21B REAR VIEW CAM	245	213.00
W BLACK INTERIOR			422 CALIF EMISSIONS	NC	NC
500A EQUIP GRP			43D COURTESY DISABL	20	17.00
99T 3.5 V6 ECOBOOST	3295	3106.00	51W DUAL SPT LP PRP	280	245.00
44C .6-SPD AUTO TRAN	NC	NC	55B BLIND SPOT MNTR	490	428.00
53M SYNC SYSTEM	295	258.00			
67H ROAD READY PKG	3415	2979.00	TOTAL BASE AND OPTIONS	42765	39261.66
.DR LOCK PLUNGER			TOTAL	42765	39261.66
.100 WATT SIREN			*THIS IS NOT AN INVOICE*		
.TAIL LAMP PKG			* MORE ORDER INFO NEXT PAGE *		
.REAR LIGHT PKG			F8=Next		
.RR MOUNT PLATE			F3/F12=Veh Ord Menu		

F1=Help

F2=Return to Order

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F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC055201

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Dealer: F71261

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: X000 Priority: J2 Ord FIN: QA621 Order Type: 5B Price Level: 515

Ord Code: 500A Cust/Flt Name: LA

PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
59B KEY CODE 1284X	\$50	\$45.00		
60R NOISE SUPPRESS	100	87.00		
66A FRONT HDLMP PKG	NC	NC		
.GRILL WIRING				
76D DEFLECTOR PLATE	NC	NC		
76R REVERSE SENSING	275	240.00		
90E LH/RH PANELS	3170	2766.00		
SP FLT ACCT CR		(524.00)		
FUEL CHARGE		11.01		
DEST AND DELIV	895	895.00		

TOTAL BASE AND OPTIONS 42765 39261.66

TOTAL 42765 39261.66

\*THIS IS NOT AN INVOICE\*

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC055201

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**ADMINISTRATION DEPARTMENT****MEMORANDUM**

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager

**DATE:** August 18, 2014

**SUBJECT:** Consideration to Adopt a Resolution Supporting Commercial Property Tax Reform

---

**RECOMMENDATION:**

It is recommended that the City Council review, discuss, and provide staff with direction.

**BACKGROUND:**

1. On June 30, 2014, Mayor Ballin and staff received a request from Courtney McDonald, Campaign Director with Evolve (refer to Attachment “A” for Evolve Platform) that the City Council adopt a resolution in support of commercial property tax reform and closing the commercial property loophole in Proposition 13.

Attached to this report are documents submitted by Ms. McDonald for City Council perusal.

2. On August 4, 2014, the proposed Resolution was presented to the City Council at their regular meeting; however, Councilmember Lopez requested that the item be tabled to the following meeting to allow for sufficient time to review.

**ATTACHMENTS:**

- A. Evolve’s Platform
- B. *Los Angeles Times* Article “Corporations Get Big Edge in Proposition 13 Quirk”
- C. List of Passed Resolutions
- D. Sample Resolution
- E. Local Government Campaign Talking Points.



Prop. 13 was meant to protect **people**. That's why voters overwhelmingly supported this law in 1978. However, in the last 35 years, Prop. 13 has benefited large commercial property owners the most.

### **Here's our plan to make Prop. 13 work for the *people* of California, without providing huge tax breaks for corporations:**

- **Establish regular reassessment of non-residential, commercial property in California.** No other state in the country has frozen commercial property tax rates. Most states reassess commercial property every 1-5 years. Given the number and diversity of counties in California, our proposal will leave the frequency of reassessment up to each individual county.
- **Maintain current Prop. 13 protections for all residential property.** Homeowners, home renters, apartment owners, and apartment renters will not be affected by this reform.
- **Provide an exemption for small businesses.** A small business owner with gross annual receipts of less than \$2.5 million, or a manufacturer with 25 or fewer employees, will not be affected by this reform.
- **Implement this reform in a smart way.** Some commercial properties have not been reassessed in 35 years, meaning their owners are still paying property rates based on 1970s assessments. Our proposal will gradually phase-in changes to tax rates. Upon implementation, it will take three years until non-residential, commercial property owners will be paying taxes based on their current market value.

### **This common sense reform will:**

- **Decrease the tax burden on working families.** Prop. 13's commercial property loophole forces our state, county, and municipal governments to raise funds in other ways. Today, California has the highest income and sales tax in the country, and local governments regularly ask voters to pass regressive parcel taxes to fund vital public services.
- **Provide at least \$6 billion a year of desperately needed revenue to our schools and public services.** Prior to Prop. 13, California schools ranked in the top ten nationally in per pupil spending, today we rank 49<sup>th</sup>! Restoring funding to our schools is critical for the future of California and making corporations pay their fair share is the best way to do this.
- **Increase California's fiscal stability.** Increased reliance on more volatile forms of taxation, like income and sales tax is bad for our economy. The property tax is the most stable form of taxation, which is why it should be a greater source of revenue for state, county and municipal governments.
- **Make California's property tax system fairer.** In most counties, the property tax burden was equally shared prior to Prop. 13. Since Prop. 13 passed, the property tax burden in California has dramatically shifted from commercial property to residential property. Today, homeowners pay 72% of property taxes, while commercial Properties only pay 28%.
- **Create a healthier business climate in California.** Prop. 13 is anti-competitive. If a new business buys property across the street from an established business that has owned their property for longer, they are at a competitive disadvantage. Two identical businesses side by side can pay drastically different property tax rates based on when they purchased their property. This does not foster fair competition or encourage new business creation in California.



# Los Angeles Times

ATTACHMENT "B"

## Corporations get big edge in Prop. 13 quirk

*May 05, 2013 -- Jason Felch and Jack Dolan*

In 2006, billionaire computer magnate Michael Dell, one of the world's richest men, agreed to pay \$200 million for the Fairmont Miramar Hotel, a beachfront landmark in Santa Monica that long has been a retreat for Hollywood starlets and U.S. presidents.

A few months later, Dell tore up the contract. He still wanted the hotel. But his attorneys had found a simple way to reshuffle the deal to avoid a legal change in ownership.

The maneuver saved about \$1 million a year in property taxes -- an option available only to businesses, not homeowners, under the arcane rules governing Proposition 13.

The Miramar deal illustrates how businesses can easily -- and legally -- avoid property tax hikes under the California ballot initiative passed in 1978. As a result, the state loses tens of millions of dollars in revenue each year, officials estimate.

**Voters overwhelmingly approved Proposition 13 out of a concern that homeowners, particularly the elderly, would be forced from their houses by rising tax bills during a real estate boom. The law ensured that property taxes were pegged at 1% of purchase price, assessed value could rise no more than 2% per year, and property was reassessed to full market value only when sold.**

**But large corporate property owners have been among the law's biggest beneficiaries, thanks in part to loopholes such as the one Dell used.**

Essentially, the law allows businesses to sidestep reassessment if no one acquires a majority stake in a company that owns the property. Dell did that by bringing in his wife and two of his investment advisors as partners -- with no one taking more than 49% control of the hotel company. With no change in ownership, it continued to be taxed based on the 1999 property value of \$86 million.

Los Angeles County assessors concluded it was a blatant tax dodge and raised taxes on the property.

A Superior Court judge disagreed, finding last December that the deal met the letter of the law. The county has filed an appeal.

Dell declined to comment. If he prevails, he will save more than \$1 million a year, and taxpayers will probably also owe him more than \$2 million in tax refunds and legal fees.

Christopher Thornberg, founder of research firm Beacon Economics and a former economist at UCLA Anderson Forecast, says the state has only itself to blame: "He didn't do anything wrong. He's saying to California: Look, idiots, I just robbed you blind, and it's your own fault."

### Shifting tax burden

Passed 35 years ago by more than 65% of voters, Proposition 13 remains highly popular among property owners.

But during that period, the tax burden has steadily shifted from businesses to homeowners. In Los Angeles County, for instance, homeowners have gone from paying a 40% share of the total in 1975 to 57% today.

That shift is fueling efforts by some Democrats to tinker with Proposition 13. Eight separate measures were introduced this session. One, intended to close the loophole used by Dell, was recently tabled amid complaints by businesses that it was "a job killer." The others remain long shots.

Public support is growing, however, for a more sweeping change. A December poll by the Public Policy Institute of California found that 58% of likely voters favor a so-called split roll, in which commercial properties would be reassessed periodically regardless of their ownership.

The change would require a popular vote to amend Proposition 13, which is enshrined in the state Constitution, and would probably meet a wall of opposition from business owners, who complain they are overtaxed in California as it is.

For now, state and local officials are bound by rules that even some architects of Proposition 13 warned were ripe for abuse.

A year after Proposition 13 passed, state leaders began to grapple with the meaning of three words in the initiative: "change of ownership."

In the case of a single-family home, the change is obvious: A new deed is filed with the county recorder, triggering a reassessment. The property is then taxed based on its current market value.

But the transfer of business properties is more complex. What changes hands often is not the property but control of the legal entity -- a corporation, limited liability company or limited partnership -- that owns the real estate. In those cases, no new deed is filed.

A legislative task force searched for a bright line signaling a transfer and concluded that there were only two choices.

One was to require reassessment when a new company bought the property outright. The limitation of that was that it would capture too few transactions. The other method would require it when a single person or entity took control of more than 50% of a company that owned the property -- the majority-ownership rule.

Adopting the majority-ownership rule would lead to "monumental" enforcement problems, the task force warned: "No one, no matter how skilled and imaginative, can foresee ... every possible form of real property transfer."

But the Legislature adopted it anyway, concluding it was the better of two imperfect solutions.

Today, the Board of Equalization relies on businesses to accurately disclose changes in majority ownership. Assessors sometimes scan newspapers for big deals the board might have missed.

Often, buyers take majority ownership because other business advantages outweigh the tax benefit.

But the Miramar deal is not the only instance in which a wealthy buyer has used the majority-ownership loophole to save millions.

In 2002, E&J Gallo, the world's biggest winemaker, purchased Louis M. Martini, which owned more than 1,000 acres of prime Napa and Sonoma County vineyards. None of the property was reassessed because Martini was divided among 12 Gallo family members, none of whom acquired more than 50%.

Some of that property today is worth more than \$150,000 an acre but continues to be taxed based on its 1975 value of a few thousand dollars an acre, according to Napa County assessor John Tuteur.

In 1998, a Canadian skiing conglomerate bought 58% of Mammoth Mountain resort, which had been family-owned for years.

The new owner, Intrawest Corp., argued that the property should not be reassessed because the deal did not give it a majority of the voting rights in the company.

The county assessor concluded that challenging the ski resort in court would be too costly.

In 2005, it changed hands again. This time, the buyer bought majority control and paid for it in property taxes: The assessed value almost doubled, bringing in an additional \$1 million in annual revenue for Mono County.

### **Texas tax fight**

At the time Dell bid for the Miramar hotel with its 10-story tower and poolside bungalows, Forbes listed him as the 12th-wealthiest person in the world. His fortune was estimated at \$17 billion.

He had never been a fan of property taxes. In the 1990s, Dell had a protracted fight with the city of Austin over the value of his 22,000-square-foot mansion.

The county appraised its value at \$22.5 million, but Dell appealed, arguing it was worth \$6 million at most. Eventually the two sides settled upon a value of \$12 million.

In 2006, Dell reduced the annual tax bill on his Texas ranch from \$580,000 to \$1,300 by qualifying for a wildlife exemption, which required him to feed wild turkeys and hunt white-tailed deer on the 1,700-acre property outside Austin.

He bid that same year for the Santa Monica hotel.

After discarding the first contract, Dell arranged for three partners to buy Ocean Avenue LLC, the holding company that owned the hotel. A firm owned by Dell acquired 42.5%. His wife Susan's trust acquired 49%. And a company set up by two of Dell's investment managers acquired the remaining 8.5%.

Dell reported to state tax officials that there had been no change in ownership. The Los Angeles County assessor's office learned of the deal after reading about it in The Times.

Staff members asked a lawyer at the Board of Equalization whether they could consider the deal a change in ownership. When the answer was no, the county decided to reassess anyway and raised the hotel's taxes.

In a hearing before the Assessment Appeals board, county counsel Albert Ramseyer argued that the Dells plainly took control of the property from the seller. He urged the board to "use common sense."

Dell lawyer Christopher Matarese responded that common sense is not the standard. He pointed to Revenue and Taxation Code section 462.180(d)(s), which says that a husband and wife can acquire 100% control of a property with no change of ownership as long as they split it 50-50.

"This court should not undo almost 40 years of change in ownership legislation because the assessor thinks the law is 'too good to be true,'" argued Matarese.

In December 2010, the Assessment Appeals Board ruled for the county, concluding Dell retained "ultimate control" of the hotel and had concocted the partnership to avoid reassessment.

Dell took the county to Superior Court. Five months ago, Judge Joanne B. O'Donnell struck down each of the assessor's arguments and ordered the county to refund his taxes and pay Dell's legal fees.

As Los Angeles County pursues its appeal, Dell's team has announced new plans for the Miramar: a massive remodel that would add a 21-story tower, making it Santa Monica's second-tallest building.

Local activists flooded a recent City Council meeting to object, saying it would turn Santa Monica into Miami Beach.

To bring neighbors around, Dell's team has touted the economic benefits of the plan, saying it would "generate important new revenue for Santa Monica ... money that will support our police, fire, schools and parks."

## Passed Resolutions

### School Districts

- Alameda Unified (April 8, 2014)
- Albany Unified (August 8, 2013)
- Alhambra Unified (October 20, 2013)
- Arcata School District (January 13, 2014)
- Baldwin Park Unified (December 10, 2013)
- Bassett Unified (December 12, 2013)
- Belmont-Redwood Shores School District (April 17, 2014)
- Berkeley Unified (June 6, 2013)
- Berryessa Union (September 10, 2013)
- Big Sur Unified (February 3, 2014)
- Bonny Doon (November 13, 2013)
- Borrego Springs Unified (January 22, 2014)
- Brentwood Union (August 14, 2013)
- Burlingame (September 10, 2013)
- Campbell Union High School (January 16, 2014)
- Canyon Elementary (July 9, 2013)
- Carmel Unified (November 11, 2013)
- Chabot-Las Positas Community College District (July 15, 2014)
- Coast Community College District (November 20, 2013)
- East Side Union High School (August 22, 2013)
- East Whittier City (November 12, 2013)
- El Monte Union High School (January 8, 2014)
- Eureka City School District (January 17, 2014)
- Foothill-De Anza Community College District (August 4, 2014)
- Franklin-McKinley (San Jose) (October 22, 2013)
- Fremont Unified (September 25, 2013)
- Garfield School District (January 8, 2014)
- Garvey School District (March 13, 2014)
- Gilroy Unified (March 6, 2014)
- Hayward Unified School District (February 12, 2014)
- Lafayette School District (June 25, 2014)
- Lagunita School District (March 25, 2014)
- Livermore Valley Joint Unified (September 3, 2013)
- Lynwood Unified (November 12, 2013)
- Los Altos School District (March 10, 2014)
- Marin Community College District (November 19, 2013)
- Meadows Union (December 10, 2013)
- Menlo Park City Schools (September 17, 2013)
- Moorpark Unified (May 15, 2014)
- Novato Unified (December 17, 2013)
- Oakland Unified (October 9, 2013)
- Peralta Community College District (February 25, 2014)
- Perris Union High School (March 19, 2014)

- Piedmont Unified (June 26, 2013)
- Pittsburg Unified (August 28, 2013)
- Pleasanton Unified (September 24, 2013)
- Portola Valley (August 21, 2013)
- Redwood City School District (March 12, 2014)
- Rio Hondo Community College (June 11, 2014)
- Salinas City Elementary School District (December 9, 2013)
- San Diego Unified (November 19, 2013)
- San Francisco Unified (October 8, 2013)
- San Gabriel Unified (March 25, 2014)
- San Leandro Unified (March 11, 2014)
- Santa Monica Unified (November 7, 2013)
- Saratoga Union School District (June 24, 2014)
- Solana Beach School District (March 13, 2014)
- Solano Community College District (May 21, 2014)
- Solvang School District (December 10, 2013)
- South San Francisco Unified (January 16, 2014)
- Sunnyvale School District (February 6, 2014)
- Walnut Creek (September 9, 2013)
- West Contra Costa Unified (October 2, 2013)
- West Sonoma County Union High School (September 11, 2013)
- Willow Grove Union (December 9, 2013)
- Wiseburn School District (March 13, 2014)

#### City Councils

- Albany (October 21, 2013)
- Berkeley (December 3, 2013)
- Brisbane (March 17, 2014)
- Emeryville (February 4, 2014)
- Fairfax (January 15, 2014)
- Oakland (March 4, 2014)
- Palo Alto (May 13, 2014)
- Richmond (May 21, 2013)
- San Francisco (June 3, 2014)
- San Leandro (March 14, 2014)
- Santa Monica (May 14, 2013)
- Sebastopol (May 6, 2014)

#### Other

- Contra Costa Central Labor Council (April 16, 2014)
- Alameda Labor Council (July 15, 2014)

**ATTACHMENT "D"****RESOLUTION NO. 7626****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO SUPPORTING COMMERCIAL PROPERTY  
TAX REFORM**

**WHEREAS**, Proposition 13, passed in 1978, is unfair in that it allows commercial property owners to avoid paying their fair share and has shifted the tax burden to residential property and away from business, including everyday homeowners and working families; and

**WHEREAS**, the state of California continues to face chronic budget crises in large part because Proposition 13 has forced the state to rely on more volatile revenue sources than the property tax, like income taxes and sales taxes paid by working families that move in tandem with economic cycles, causing deficits and requiring cuts to vital services that grow our economy and thereby worsening economic downturns; and

**WHEREAS**, regularly reassessing non-residential property would, according to an analysis of data provided by the California Board of Equalization, generate at least \$6 billion in additional revenue for California, and shift the tax burden from homeowners, renters, and working families to corporations and commercial landholders.

**NOW, THEREFORE BE IT RESOLVED**, that the San Fernando City Council supports commercial property tax reform that will require non-residential commercial properties to be reassessed regularly while maintaining Proposition 13 protections for residential property and small business owners; and

**THEREFORE BE IT FURTHER RESOLVED** that the San Fernando City Council will communicate this position to local elected officials.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of August, 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 18<sup>th</sup> day of August, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

### **Local Government Campaign Talking Points**

- 59% of likely voters in California support taxing commercial properties at their current market value, according to a January 2014 PPIC poll.
- Voters passed Prop. 13 to protect seniors and families from rising property taxes – not large corporations. Chevron alone is saving nearly a billion dollars a year under Prop. 13's commercial loopholes.
- Since commercial properties rarely change hands they are rarely reassessed. For example, Disneyland is still paying property taxes based on a 1975 assessment.
- Since Prop. 13 passed the tax burden has shifted to homeowners and families. In California, residential property owners pay 72% of the property taxes and commercial property owners only pay 28%.
- Between 2001 and 2012, voters passed nearly 1,500 local revenue measures in order to fund cities, counties and special districts. All of these extra taxes reduce the buying power of individuals, negatively impacting working families and small businesses.
- In 40 out of 50 states, commercial property owners pay higher taxes than residential property owners.
- Property taxes are a critical source for local discretionary spending. Statewide 30% of cities' discretionary revenue, for public safety and infrastructure, comes from property taxes.
- Families in California are paying more every year to fund our schools and public services. Because commercial property owners are not paying their fair share of property taxes, we now have the highest income and sales tax rates in the nation.
- Under Prop. 13, two identical businesses can pay very different property taxes. This puts new businesses at a competitive disadvantage.
- Prop 13 has decimated funding for public schools. California has dropped to 49th in the nation in per-pupil spending.





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## CITY ADMINISTRATION

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

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

**DATE:** August 18, 2014

**SUBJECT:** Approval of the Independent Cities Risk Management Authority (ICRMA)'s Negotiated Group Purchase Contract with Carl Warren & Company for Third Party Liability Claims Administration

---

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve the City's participation in the ICRMA's negotiated group purchase program for third party liability claims administration;
- b. Approve a group purchase contract for five years with Carl Warren & Company (Attachment "A") as the City's third party liability claims administrators, and include ICRMA as a party to the contract as stipulated by ICRMA Governing Board; and
- c. Authorize the City Manager to execute the contract.

### **BACKGROUND:**

1. On August 8, 2013, the ICRMA Governing Board (Board) directed ICRMA staff to explore the possibility of implementing a more cost-efficient group purchase program for liability claims administration for all member cities. The Board also directed staff to negotiate a uniform, master contract with Carl Warren & Company and AdminSure (the two most-utilized claims administration firms by member cities), and bring back for the consideration of the Board.
2. On December 12, 2013, the Board approved a group purchase contract with Carl Warren & Company and AdminSure, and directed that each member city utilize one of the two firms for full range of third party liability claims administration services beginning January 1, 2014, and include ICRMA as a party to the contract in order to ensure that they meet claims reporting requirements to ICRMA. Both firms (Carl Warren and AdminSure) agreed to honor the same pricing models with all ICRMA member cities. The Board also directed that each member city

Approval of the Independent Cities Risk Management Authority (ICRMA)'s Negotiated Group Purchase Contract with Carl Warren & Company for Third Party Liability Claims Administration

Page 2

in an existing contract should wait and join the group purchase program upon the expiration of their contract. However, new contracts shall be for a group purchase for a period of five years, at which time the contract will be reviewed, and a determination made of whether a Request for Proposal (RFP) is necessary.

3. Prior to the Board's decision to adopt a group purchase program; the City had a third party liability claims administration contract with Carl Warren & Company that was good through August 1, 2014.

**ANALYSIS:**

The City's expiring contract with Carl Warren & Company was based on "Time and Expense" service charges, while the group purchase program negotiated by ICRMA was based on "Per Claim Flat Fee" service charges. A cost analysis and comparison of the two contract models based on the last four policy years; from August 2010 through August 2014 shows that the "Per Claim Flat Fee" is more cost-efficient and beneficial to the City, with a savings of about \$22,000 (see table below).

Contract Model Fee Comparison

Policy Year	Claim Count	Historic Time and Expense	Projected Per Claim Flat Fee
8/10 – 8/11	32	\$20,981	\$19,125
8/11 – 8/12	25	\$22,662	\$20,375
8/12 – 8/13	14	\$17,974	\$8,625
8/13 – 8/14	10	\$13,525	\$4,875
<b>TOTAL COST</b>	<b>81</b>	<b>\$75,142</b>	<b>\$53,000</b>

**CONCLUSION:**

Approval of the ICRMA-negotiated group purchase contract with Carl Warren & Company will be cost-efficient for the City, and will also ensure that the City complies with the ICRMA Governing Board requirements, as well as meet the desired claims administration standards.

**BUDGET IMPACT:**

Funding is included in the FY 2014-2015 Budget. There is significant savings projected under the group purchase program.

**ATTACHMENT:**

- A. Professional Services Agreement between the City, Carl Warren & Company and ICRMA

**ATTACHMENT "A"**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN FERNANDO, CARL WARREN & COMPANY AND THE INDEPENDENT  
CITIES RISK MANAGEMENT AUTHORITY**

This "Professional Services Agreement Between the City of San Fernando, Carl Warren & Company, and the Independent Cities Risk Management Authority" ("**Agreement**") is made and entered into this 1st day of August, 2014 by and between the City of San Fernando, California, a body corporate and politic (the "**City**"), Carl Warren & Company a California corporation ("**Consultant**"), and the Independent Cities Risk Management Authority, a joint powers authority ("**Authority**"). The City, Authority, and Consultant are sometimes hereinafter referred to individually as a "**Party**" or collectively as the "**Parties**". The Parties enter into this Agreement with reference to the following:

**Recitals**

- A. The City, as a member of Authority, has joined with other member cities to pool their resources under a Joint Powers Authority Agreement to support their individual self-insurance programs; and
- B. City and the Authority are in need of a qualified third party to whom to delegate the responsibilities and duties of administering partially self insured liability coverage program; and
- C. Consultant is engaged in the supervision and administration of liability claims.

**NOW, THEREFORE, in consideration of the performance by the Parties of the covenants and conditions herein contained, the City, Consultant and Authority hereby agree as follows:**

**Terms and Conditions**

1. Consultant Services. Consultant agrees to perform any and all work necessary to supervise and administer the liability programs for the City, represent the City in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the City, and provide to the City and Authority during the term of this Agreement all the services more particularly set forth in Section 2 below (collectively, the "**Services**").

2. Description of Services. The responsibilities of Consultant are divided into three categories: claims administration, litigation management, and reporting of claims activities. Consultant agrees to perform these services in accordance with the ICRMA Liability Claim Best Practices and Performance Standards for Third Party Administrators, which may be amended from time to time and is incorporated herein by reference. The current version of the ICRMA Liability Claim Best Practices and Performance Standards for Third Party Administrators is attached hereto as "Exhibit A".

a. Claims Administration.

(i) Consultant shall provide the City with sufficient qualified personnel, including at least one senior claims adjustor, to efficiently and effectively meet the responsibilities as defined below and any other duties incidental, or in addition, to those responsibilities. The senior claims adjustor shall have a minimum of three years' experience in adjusting liability claims for public entities. Consultant shall also provide a supervisor/account manager who shall oversee the servicing of the City's claims. The account manager shall have at least six years' experience in adjusting liability claims, five of which involved adjusting liability claims for public entities. No adjustor or supervisor/account manager shall service the City's account without prior approval by the City.

(ii) The responsibilities of Consultant shall include, but not be limited to, the following:

(1) Establish and maintain a file for each claim reported, to include a diary review system by both the examiner and supervisor; statistical data for each claim should be stored electronically and shall include all data required to comply with federal and state requirements including Medicare secondary payer laws and regulations;

(2) Provide comprehensive investigative services;

(3) Periodically, determine potential liability and establish, review, and update reserves for each reported accident and advise the City and Authority of any changes as they occur;

(4) Notify Authority Litigation Manager of a claim as required by the ICRMA Liability Program Memorandum of Coverage (MOC) and coordinate with the City and Litigation Manager in the defense, settlement, and payment of claims. Prepare and submit information to the Litigation Manager, and upon request insurance carrier(s), on all claims that fall within the reporting requirements set forth by the MOC or the insurance carrier(s);

(5) Document sufficiency of reserve minimally at 90-day intervals;

(6) Provide the City and Authority with a recommendation to accept or deny a claim within the statutory period in the California Government Code;

(7) Provide immediate notification to the City and the Authority of offers to settle;

(8) Obtain releases and other necessary forms from all appropriate parties upon settlement of a claim prior to issuing a settlement check;

(9) Upon the City's and/or Authority's request, assist with preparation for appearances in small claims court;

(10) Prepare and, where needed, obtain approval for issuance of checks, drafts, or other documents in the payment of claims with copies sent to the City and/or Authority;

(11) Promptly determine any potential to tender a claim to third parties and the feasibility of subrogation, and take appropriate steps to subrogate, where such action is appropriate;

(12) Promptly close each claim as soon as possible, but no later than 30 days after final check issuance;

(13) Make available time, files, and necessary staff for meetings with the City and Authority and attendance at applicable meetings (City Council, Authority Claims Committee or Authority Governing Board) for settlement authority, claim resolution strategy, and periodic claim audits;

(14) After collecting member data, Consultant shall determine whether claimants are Medicare beneficiaries through SCHIP reporting or otherwise. If claimants are found to be Medicare beneficiaries, Consultant as part of any settlement with the claimant shall on behalf of the City take all steps necessary to protect Medicare's interests. This shall include, but is not necessarily limited to, confirming that all known liens or claims by Medicare shall be satisfied from the settlement, and making all reasonable efforts to determine whether Medicare will be asserting any future liens or claims against the City, and if so, to satisfy as part of the settlement any such liens or claims to the extent they can be determined, through a Medicare Set Aside or other appropriate procedure or mechanism; and

(15) Maintain complete records of payments from an approved trust account, established by the Administrator on behalf of the City for the purpose of paying all claims related costs.

b. Litigation Management.

(i) Consultant shall assist in the implementation and conform to the procedures pursuant to the Authority's Litigation Management Program.

(ii) The duties of Consultant shall include, but not be limited to:

(1) Monitor defense counsel and assist in the implementation of the ICRMA's Litigation Management Policies and Procedures incorporated herein by reference;

(2) With input from the City and Authority, assign the defense of litigated cases to the defense firm selected;

(3) Assist defense counsel, at the direction of the City and Authority, in obtaining facts or circumstances of a claim, including assistance in answering interrogatories;

(4) Supplying and collecting the case analysis and performance evaluation forms from the defense firms;

(5) Review legal bills for accuracy, for compliance with the Litigation Management Policies and Procedures, and use of cost effective processes;

(6) Maintaining, in coordination with the City and the Authority, an evaluation file on each defense firm with respect to each defense assignment; and

(7) Providing any and all information, reports, and data to the City and/or Authority as may be requested from time to time.

c. Reporting of Claims Activity

(i) Provide a monthly statistical report to the City and the Authority for each line of coverage which shows all claims having activity, including claimant name, nature/type/cause of injury/loss, date of loss, status, loss/expense paid and reserved amounts, with monthly and year-to-date totals. A guide to any and all abbreviations used in any of the reports shall be provided to the City and Authority. Reports shall include all claims meeting the City's reporting criteria.

(ii) In addition to the monthly statistical report, the Consultant will provide to the City and Authority a monthly payment register showing all payments issued, payee, voucher number, voucher date, and claimant name, if applicable.

(iii) Upon the request of the City or Authority, the Consultant shall also provide special reports on claims, in detail or summary, sorted or queried by any, or any combination, of the fields at no additional cost. All reports shall be provided in a Microsoft Excel format or any other format as requested by the City or Authority.

(iv) The Consultant shall also provide reports to the City and/or Authority, as may be requested from time to time, which accurately identify the types of claims that have been presented so that Authority and City can identify areas where corrective measures may be adopted to prevent future claims of that nature.

3. Consultant's Obligations. The Consultant shall complete the Services as follows:

a. The Consultant represents that it employs, or will employ, at its own expense, all personnel required for the satisfactory performance of the Services.

b. The Consultant represents that the Services will be performed by the Consultant or personnel under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable state and local laws to perform such Services.

c. Consultant shall assign an account manager to ensure the duties under this Agreement are performed in a timely and professional manner. Said representative shall not be replaced by the Consultant without prior written notice to the City and Authority, nor without written approval from the City and Authority. Any additional personnel used to perform the Services shall be limited to those identified in the Consultant's Proposal, unless approved in writing by the City.

d. Consultant shall ensure that other personnel, such as management, clerical, accounting, and data processing, which may be required to satisfactorily provide the services required by this Agreement, shall be provided by the Consultant within the agreed fee for Services contained in this Agreement. It is understood that the personnel



referred to in this entire Section 3 need not be dedicated to the exclusive use of the City and/or Authority.

e. Consultant shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement. Consultant shall not use Authority and/or City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

f. The Consultant shall provide sufficient office space to ensure that the City's' claims can be adjusted in an effective and efficient manner. Such office space shall be equipped with an adequate theft and fire alarm system in an effort to protect the City's and Authority's records.

g. The Consultant shall work closely with the City and Authority and their respective designated representatives by providing any information, reports, and data to the City and/or Authority as may be requested from time to time.

h. The Consultant agrees not to release any report, any portion thereof, or any result of any investigation it may undertake on behalf of the City and/or Authority to any outside person or agency without the express written consent of the City and Authority, except as provided by law or in this Agreement.

i. Data Interface. The Consultant shall provide an on-line interface with its database, accessible from the City's and Authority's computers. This information will be for use by the City and the Authority. Such data shall be in a format which will permit the City and Authority to make print copies of the data on its printers.

j. Data Reporting. Consultant shall provide City and Authority monthly loss information with the fields and in the format specified in ICRMA's Universal Electronic Loss Data Submission Liability Claims Information Specifications.

k. Consultant shall provide reports outlined in Section 2.c of this Agreement and other reports as requested by the City or the Authority.

l. Consultant shall develop and implement processes and procedures relating to the protection of electronic data, including a suitable security and off-site back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention, as required by the standards for Accreditation with Excellence by the California Association of Joint Powers Authorities.

m. The Consultant shall comply with all applicable federal, state, and local laws, ordinances and regulations. Consultant shall report immediately to the Authority and City, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the performance of Services under this Agreement.

n. The Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, appropriate permits, certificates, and licenses including, but not limited to, any business license that may be required in connection with the performance of services under this Agreement.

o. The Consultant shall not subcontract or assign any portion of the Services without prior written approval of the City and the Authority.

p. The Consultant shall make no change in the character or extent of the work required by this Agreement, except as may be authorized in writing by the City. Such supplemental authorization shall set forth the specific changes of work to be performed and any related extension of time and/or adjustment of fee to be paid to the City by the Consultant.

q. Consultant shall submit its annual SSAE16 / SAS70 to City and Authority within thirty (30) days of receipt along with any action plans to mitigate any deficiencies noted by the auditor.

4. City Obligations. In furtherance of the Services provided by the Consultant, the City agrees to the following:

a. The City shall provide full information regarding its requirements for the Agreement, and shall furnish without charge to the Consultant, any and all information available within the offices of the City and are necessary for the Consultant to provide and perform the tasks and Services set forth herein.

b. The City shall cooperate with the Consultant in carrying out the work of the Agreement without undue delay. In this regard, the City, including any representative thereof, shall examine documents submitted by the Consultant and shall render any necessary decisions pertaining to such documents or Services as promptly as is practicable.

c. The City will provide to Consultant information regarding its computer system.

5. Authority's Obligations. In furtherance of the Services provided by the Consultant, the Authority agrees to the following:

a. The Authority shall provide full information regarding its requirements for the Agreement, and shall furnish without charge to the Consultant, any and all information available within the offices of the Authority and are necessary for the Consultant to provide and perform the tasks and Services set forth herein.

b. The Authority shall cooperate with the Consultant in carrying out the work of the Agreement without undue delay. In this regard, the Authority, including any representative thereof, shall examine documents submitted by the Consultant and shall render any necessary decisions pertaining to such documents or Services as promptly as is practicable.

c. The Authority will provide to Consultant information regarding its computer system.

6. Consultant Compensation and Schedule of Payment.

a. Consultant agrees to provide, and City agree to pay, a one-time per claim charge for the life of the Agreement, according to the following schedule:

Item	Carl Warren & Company Pricing
Incident only (no claim)  <i>Record only, will not appear on the loss run, but will be available for tracking purposes.</i>	\$50
Property Damage, no bodily injury, not litigated.  <i>Not including appraisal cost.</i>	\$375
Property Damage, no bodily injury, litigated  <i>Not including appraisal cost.</i>	\$1,350
Bodily Injury, not litigated	\$750
Bodily Injury, litigated	\$1,750

b. Should City pay a per claim fee and the claim subsequently is elevated to a different category (e.g. incident only to bodily injury, not litigated), City is only obligated to pay the difference between the pricing of the two categories.

c. The Parties each understand, acknowledge, and agree that Authority shall not be responsible for any compensation due to Consultant under this Agreement. The Parties further understand, acknowledge, and agree that City is solely responsible for payment of any amounts due to Consultant and Authority shall not be liable for same.

d. Payment Schedule. Itemized statements for fees shall be submitted once a month following the month covered by each statement. If the statements are correct, City shall pay Consultant within thirty (30) calendar days after each statement is submitted and received by City.

e. Inspection of Books and Records. Upon request by City, Consultant shall provide time records and back up data and records verifying project costs and expenses, including out-of pocket third party expenses.

7. Term. The term of this Agreement is commencing on August 1, 2014 and terminating on December 31, 2018, unless otherwise extended by mutual agreement of the Parties for a period up to four (4) additional years.

8. Termination.

a. Any Party may terminate this Agreement at any time for any reason without cause upon thirty (30) days written notice to the other Parties.

b. The City and/or Authority may terminate this Agreement for cause upon providing the Consultant ten (10) days written notice if:

(i) if the Consultant breaches any provision of this Agreement and does not cure such breach within ten (10) days after written notice of the breach is given by the City;

(ii) in the event the Consultant's services, in the judgment of City and Authority, are unsatisfactory;

(iii) in the event of the Consultant's failure to prosecute the work with diligence or within the time limits specified in the contract documents and Consultant fails to cure this breach within ten (10) days of being advised of the breach;

(iv) failure to procure or maintain insurance as required by this Agreement; or

(v) in the event of bankruptcy, whether voluntary or involuntary, of Consultant.

c. The Consultant may terminate this Agreement in the event that the City is delinquent in paying any invoices for a period in excess of sixty (60) days. Termination shall be effective thirty (30) days after notice is received by mail at the City's office unless the City has remedied said failure(s) to the satisfaction of the Consultant.

d. This Agreement shall terminate automatically on the occurrence of bankruptcy or insolvency of any Party.

e. If this Agreement is terminated without cause, Consultant shall be paid for the reasonable value of the Services provided up to the time of such termination or suspension. From and after Consultant's receipt of notice of termination, Consultant shall use all reasonable efforts to minimize project costs and expenses, except to the extent the City's or Authority's notice requested that certain services are continued.

f. If this Agreement is terminated by the City and/or Authority for cause, the Consultant shall be liable for any and all expenses, costs, and/or damages which the City may sustain by reason of such default, including the costs of retaining a replacement Consultant and transferring of files.

9. Confidentiality. Without the written consent of the City and Authority, the Consultant shall not disclose to third parties other than its employees or disclose or use for any purpose other than performance of the Services any information provided to the Consultant by the City and/or Authority in connection with performance of this Agreement, or any information developed or obtained by the Consultant in the performance of this Agreement, unless: 1) the information is known to the Consultant prior to obtaining same from the City and/or Authority or performing Services under this Agreement; 2) the information is at the time of disclosure by the Consultant then in the public domain; or 3) the information is obtained by or from a third party who did not receive it, directly or

indirectly, from the City and/or Authority and who has no obligation of confidentiality with respect thereto.

10. Ownership of Records and Work Product.

a. All claim data are owned by the City and Authority. All claim files, loss reports, payroll information, and other documents and materials, and all transactional level electronic data in an SQL format, shall be delivered to the Authority upon termination of this Agreement.

b. All products of undertaking and completing the Services and Consultant's duties hereunder including, but not limited to, the study results, reports, drawings, photographs, photo simulations, maps, plans, renderings, specifications, analyses, surveys, data, computer printouts, programs and software, and all supporting documentation of such programs prepared in the performance of the Services shall be the joint property of City and Authority, and shall be delivered to City and/or Authority before final payment and the completion of performance or any earlier termination under this Agreement.

11. Indemnification.

a. The Consultant agrees to indemnify, defend and hold harmless the City, the Authority, and/or their respective officers, members, agents, and employees from any and all loss, liability, claim, demand, cause of action or suit, of any and every kind and description, arising or resulting from, or in any way connected with, Consultant's performance and/or non-performance of the Services required by this Agreement including, but not limited to, liability for inaccurate data, loss or dissemination of data, whether intentional or inadvertent. The Consultant shall, upon demand by the City and/or the Authority, as applicable, and at its sole cost and expense, defend and provide attorneys acceptable to the City and/or the Authority, as applicable, to defend the City, the Authority, and/or their respective officers, officials, employees and agents from and against any and all loss, liability, claim, demand, cause of action or suit, of any and every kind and description, arising or resulting from, or in any way connected with, Consultant's performance and/or non-performance of the Services required by this Agreement. If the City or Authority provides its own defense against any such action or suit, the Consultant shall reimburse the City and/or Authority for all reasonable attorney fees and other costs incurred by the City and/or Authority.

b. The Consultant agrees to indemnify, defend and hold harmless the City, the Authority, and/or their respective officers, members, agents, and employees from any and all loss, liability, claim, demand, cause of action or suit, of any and every kind and description, arising or resulting from, or in any way connected with, any fines, fees, penalties or Medicare reimbursements required to be paid as a result of the Consultant's failure to timely report any Medicare-eligible judgments, awards, or settlements, or for failure to adequately protect Medicare's conditional or future medical payments.

c. City and Authority agree to defend any demand, claim, or legal action commenced against the Consultant regarding a matter or incident allegedly caused by or resulting from wrongful or negligent acts of their respective officers, employees, agents, or others engaged by the Authority or City, and to indemnify the Consultant against any liability, loss, cost, or damage, including attorney's fees, resulting there from.

12. Insurance.

a. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Consultant's performance. The cost of such insurance shall be borne by Consultant. Failure to procure and/or maintain the proper insurance is grounds for termination of this Agreement.

b. The Consultant shall maintain the following minimum insurance coverage:

(i) Commercial General Liability insurance in an amount no less than \$1,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit. Such insurance shall be endorsed to name the City, Authority, and their respective officers, agents and employees as additional insureds.

(ii) Business Automobile Liability insurance in an amount no less than \$1,000,000 per accident. Such insurance shall include coverage for owned, hired and non-owned autos.

(iii) Workers' Compensation insurance meeting all statutory benefit requirements of the Labor Code of the State of California and Employers Liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury or disease. The workers' compensation insurance shall be endorsed to waive any right to subrogation against the City, Authority, and their respective officers, agents and employees.

(iv) Professional Errors & Omissions insurance with a minimum limit of \$2,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit.

(v) Crime/Employee Dishonesty: \$1,000,000 to include employee dishonesty, disappearance, theft, and forgery or alteration coverage in a form and issued by an insurance or bonding company or companies acceptable to the City and the Authority.

c. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The City, Authority, and their respective officers, agents and employees are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

(ii) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, Authority, and their respective officers, agents and employees. Any insurance or self insurance maintained by City, Authority, and their respective officers, agents and employees, shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days'

prior written notice by certified mail, return receipt requested, has been given to the Authority and City.

d. Within thirty (30) days of execution of this Agreement, Consultant shall provide the Authority and City with a certificate of insurance and required endorsements evidencing that such insurance has been obtained and is in full force and effect. Such coverage shall provide thirty (30) calendar day's notice of intent to cancel or non-renewal to the Authority and City.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City and Authority.

f. Verification of Coverage. Prior to commencement of work, Consultant shall furnish the Authority with original certificates and required endorsements effecting coverage required by this clause. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### 13. Arbitration and Attorneys' Fees.

a. If any dispute, controversy, or claim arises out of or relates to the enforcement and/or interpretation of this Agreement or any part hereof, the Parties hereby agree first to attempt to resolve the dispute informally through their selected representatives and/or by mediation. If such informal efforts do not resolve the dispute, the Parties agree to submit the dispute, controversy, or claim to binding arbitration. Unless the Parties mutually agree to arbitration by a single arbitrator and mutually select that arbitrator, the arbitration shall be conducted by a three-person arbitration panel with Consultant and the Authority each selecting one arbitrator, and those two arbitrators selecting the third arbitrator. No arbitrator shall be employed by or affiliated with Consultant or the Authority or any member of the Authority. The third arbitrator shall be either a retired judge, a member of an arbitration and/or mediation association such as JAMS or the American Arbitration Association, or a lawyer with experience in contract interpretation.

b. The selection of arbitrator(s) shall take place within twenty (20) calendar days from the receipt of the request for arbitration, and the arbitration hearing shall commence within forty-five (45) calendar days from the date of the selection of the arbitrator(s), unless mutually agreed otherwise by the Parties.

c. Each Party shall pay the cost of its selected arbitrator and one-half the cost of the third selected arbitrator. If the arbitrator proceeds before a single arbitrator, each party shall pay one-half the cost of that arbitrator. In addition, each party shall be responsible for its own costs, expenses and legal fees of arbitration.

d. The decision of the arbitrator(s) shall be final and binding, and shall not be subject to appeal.

e. Unless the Agreement has been terminated prior to the arbitration, the Parties shall continue to perform their duties under the Agreement despite the arbitration proceeding.

f. This Section shall not be applicable as to any dispute, controversy, or claim by the City as to any coverage determination by the Authority.

14. Non-liability of City and Authority Officials. No City or Authority representative shall be personally liable to the Consultant, or any successor in interest of Consultant, in the event of any default or breach by the City or Authority, or for any amount which may become due to the Consultant or any successor, or on any obligation under the terms of this Agreement.

15. Independent Consultant.

a. The Consultant and its employees are independent Consultants of the City and Authority and are not employees of City or Authority. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the City and Consultant or between the Authority and Consultant. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.

b. The Consultant shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. The City and Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes or other compensation, benefits or taxes for any personnel provided by or on behalf of Consultant.

c. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of workers' compensation liability, solely employees of Consultant and not employees of the City or Authority. The Consultant shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Consultant hereunder.

d. The Consultant shall agree to indemnify, defend and hold harmless the City and Authority for any action or proceeding related to Consultant's employees or agents' independent Consultant status.

16. Employment Practices. The Consultant agrees to comply with the following employment practices during the term of this Agreement:

a. In providing for the Services, the Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, disability or national origin.

b. The Consultant shall take affirmative actions to ensure that applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, disability or national origin.

c. Affirmative actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.



17. Conflicts of Interest.

a. Solicitation: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the Authority and/or City shall have the right to rescind this Agreement without liability.

b. Interest of Public Officials: No Board Member, Officer, or employee of the Authority or City during his or her tenure or for two years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

c. Interest of the Consultant: The Consultant covenants that neither it, nor its Officers, directors, or agents, presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The Consultant further covenants that no person having any such interest shall knowingly be employed in the performance of this Agreement.

18. Force Majeure.

a. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to act of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials, or facilities.

b. If any Party hereto is delayed or prevented from fulfilling its obligations under this Agreement by Force Majeure, said Party will not be liable under this Agreement for such delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

c. Consultant shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. Consultant agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

19. Assignment. Neither Party shall assign or transfer its interest in this Agreement or any part thereof without the written consent of the other Party.

20. Waiver of Breach. The waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach.

21. Notice. Whenever it shall be necessary for either Party to serve notice on the other respecting this Agreement, such notice shall be served by personal delivery or by certified mail addressed at the following address, unless and until different addresses may be furnished in writing by either Party to the other and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and shall be valid and sufficient service of notice for all purposes:

If to City: City of San Fernando  
Attention: Michael Okafor  
117 Macneil Street  
San Fernando, CA 91340

If to Authority: ICRMA  
Attention: General Manager  
1100 W. Town & Country Road, Suite 1550  
Orange, CA 92868

If to Consultant: Carl Warren & Company  
Attention: Caryn Siebert  
PO Box 25180  
Santa Ana, CA 92799

22. Governing Law. This Agreement shall be construed and enforced pursuant to the laws of the State of California.

23. Attorneys' Fees. Each Party shall also bear its own attorneys' fees and all costs related to the preparation of this Agreement. In the event any Party to this Agreement brings suit to enforce any provision of this Agreement, or is required to defend an action relating to any provision of this Agreement, the non-prevailing Party agrees to pay the prevailing Party such court costs and attorneys' fees as the court deems just.

24. Advice of Counsel. Each of the Parties acknowledges that it has received or has had the opportunity to receive independent legal advice from an attorney with respect to the advisability of making this Agreement and with respect to the advisability of executing this Agreement.

25. No Reliance on Outside Parties. Each of the Parties acknowledges that it has not relied upon any statement or representation by any other Party or any representative of any other Party, in making or executing this Agreement, except as expressly stated herein.

26. Counterparts. Two complete originals of this Agreement will be prepared and executed by the Parties. Either of these originals may be treated as the sole agreement without reference to the other.

27. Amendment. This Agreement cannot be amended or modified except by an instrument in writing signed by both Parties.

28. Interpretation. Should it be necessary for a court to interpret this Agreement, the Parties agree that it has been prepared by a joint effort of all Parties. Accordingly, only the fair meaning of the words shall be used in any interpretation hereof.

29. Severability. The provisions of this Agreement are severable and if one or more provisions or subcomponents should be determined to be unconstitutional, illegal or judicially unenforceable, in whole or in part, then, unless such unenforceability would make it impossible to effectuate the original intent of the Parties, the remaining provisions or subcomponents hereof shall remain binding and enforceable.

30. Expression of Entire Agreement. This Agreement constitutes a single, integrated written contract, and as such, expresses the entire Agreement of the Parties with respect to the matters contained herein and supersedes all prior negotiations, discussions, correspondence and other communications regarding the terms and conditions hereof.

**[SIGNATURE PAGE FOLLOWS ON PAGE 16]**

**IN WITNESS WHEREOF, the City, Authority, and Consultant hereto have executed this Agreement on the date first above written.**

**CITY****CITY OF San Fernando****By: \_\_\_\_\_****Its: \_\_\_\_\_**  
\_\_\_\_\_**CONSULTANT****Carl Warren & Company****By: \_\_\_\_\_****Its: \_\_\_\_\_**  
\_\_\_\_\_**AUTHORITY****Independent Cities Risk Management Authority****By: \_\_\_\_\_****Its: \_\_\_\_\_**  
\_\_\_\_\_



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## **ADMINISTRATION DEPARTMENT**

### **MEMORANDUM**

**TO:** Mayor Sylvia Ballin and Councilmembers  
**FROM:** Brian Saeki, City Manager  
**DATE:** August 18, 2014  
**SUBJECT:** Update Regarding the San Fernando City Chamber of Commerce

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#### **RECOMMENDATION:**

A Chamber representative will provide a verbal update to the City Council.

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**CITY COUNCIL****MEMORANDUM**

**TO:** City Councilmembers  
**FROM:** Mayor Sylvia Ballin  
**DATE:** August 18, 2014  
**SUBJECT:** Appointment to the Education Commission

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I recommend that Michael Remenih be appointed as my Education Commissioner.

**Brief Biography:**

*Michael Remenih is a long-time City of San Fernando resident and a registered voter.*

*Michael graduated from North Hollywood High School in 1967 and received his Associate of Arts degree from Valley College. He then transferred to California State University, at Northridge, where he was on the Dean's list and earned his Bachelor of Arts degree in Broadcast Engineering.*

*Michael turned his passion for electronics and computers into a 40+ year long career in research and development designing, testing and building keycard locking systems, electronic safes, and access control systems for hotels, cruise ship lines, and government facilities around the world. He currently works for an avionics company designing electronic systems and testing equipment for airplanes.*

*Some of Michael's interests and hobbies include scuba diving (certified at the age of 14), hang gliding (was one of the early proponents of the sport back in the early 70's), sky diving, tennis, golf, skiing (both water and snow), and surfing (as well as restoring old surf boards).*

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**CITY COUNCIL****MEMORANDUM**

**TO:** City Councilmembers  
**FROM:** Mayor Sylvia Ballin  
**DATE:** August 18, 2014  
**SUBJECT:** Update to the City Council Liaison Assignments List

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**RECOMMENDATION:**

Due to several changes since the last update, I have placed this item on the agenda for City Council review and consideration.

**BACKGROUND:**

1. On May 5, 2014, the City Council Liaison Assignments List was updated to reflect, new (or re-appointed) liaison assignments to various commissions and organizations. Pursuant to Section 11.2 of the City Council Procedures Manual, the Mayor, with the consent of the majority of the City Council, may appoint liaisons to these committees.
2. Since May 2014, there have been staff and committee appointee changes and updates (noted in red on Attachment "A").

**CONCLUSION:**

Approval of the City Council Liaison Assignments will allow the City of San Fernando to have consistent and appropriate representation in various governmental associations of which the City is a participating member.

**ATTACHMENT:**

- A. City Council Liaison Assignments for 2014-2015

# THE CITY OF SAN FERNANDO

ATTACHMENT "A"

## City Council Liaison Assignments 2014-2015

AGENCY/COMMITTEE	MEETING DAY	APPOINTEE(S)	NOTE
San Fernando City Chamber of Commerce	TBD	Joel Fajardo	<i>Approved 8/4/2014</i>
San Fernando Downtown Mall Merchants Association	Mornings (as needed)	Jesse H. Avila Alt: Joel Fajardo	
City Selection Committee (L.A. County)	Night	Sylvia Ballin Alt: Robert C. Gonzales	
Valley Economic Alliance	Day	Antonio Lopez Alt: Joel Fajardo	
California High-Speed Rail Authority	Vary (as needed)	Lead: Antonio Lopez Robert C. Gonzales	<i>Ad Hoc formed 10/21/2013</i>
Independent Cities Association (ICA)	Night	Robert C. Gonzales Jesse Avila	
Independent Cities Risk Management Authority (ICRMA)	Day	Sylvia Ballin Alt: Brian Saeki Sub Alt. Michael Okafor	<i>Adoption of a new Resolution is required when Boardmembers are changed</i>
Independent Cities Finance Authority (ICFA)	Day	Sylvia Ballin Nick Kimball	<i>Adoption of a new Resolution is required when Boardmembers are changed</i>
League of California Cities	1 <sup>st</sup> Thursday Evening	Antonio Lopez Joel Fajardo	
San Fernando Valley Council of Governments (SFVCOG)	TBD	Jesse Avila Alt: Sylvia Ballin	
Southern California Association of Governments (SCAG)	1 <sup>st</sup> Thursday Morning	Sylvia Ballin Alt: Jesse Avila	
Metropolitan Water District (MWD) of Southern California	Day	Sylvia Ballin	
Los Angeles County Metropolitan Transportation Authority (MTA) East San Fernando Valley Transit Corridor	Vary (as needed)	Antonio Lopez Alt: Robert C. Gonzales	
Los Angeles County Metropolitan Transportation Authority (MTA) San Fernando Valley Service Council	1 <sup>st</sup> Wednesday Evening	Antonio Lopez	
Greater Los Angeles County Vector Control District	2 <sup>nd</sup> Thursday Evening	Nina Herrera	<i>Two Years – Through 01-2015 (City Council action 01-2013)</i>





CITY COUNCIL LIAISON ASSIGNMENTS  
2014-2015 | PAGE 2 OF 2

COMMISSION/COMMITTEE	MEETING DAY	APPOINTEE(S)	NOTE
Cultural Arts Commission	<i>Recruitment on hold per City Council action on 4/6/2009</i>		
Disaster Council	Quarterly (Feb, May, Aug, Nov) Morning	Chair: Sylvia Ballin Vice-Chair: Jesse H. Avila	<i>Must be Mayor and a Councilmember appointed by the Mayor (per City Code)</i>
Education Commission	Quarterly (Feb, May, Aug, Nov) 6 pm	Joel Fajardo	
Parks, Wellness, and Recreation Commission	2 <sup>nd</sup> Tuesday	Robert C. Gonzales	
Planning and Preservation Commission	1 <sup>st</sup> Tuesday 7 pm	Antonio Lopez	
Transportation and Safety Commission	3 <sup>rd</sup> Wednesday 7 pm	Jesse H. Avila	
Tree Commission	Quarterly (as needed)	Joel Fajardo	

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## **CITY COUNCIL**

### **MEMORANDUM**

**TO:** City Councilmembers

**FROM:** Mayor Sylvia Ballin

**DATE:** August 18, 2014

**SUBJECT:** Consideration to Adopt a Resolution Requesting Action by Congress on Drought Legislation that Corrects Delta Water Management Problems

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#### **RECOMMENDATION:**

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

#### **ATTACHMENT:**

A. Resolution

**ATTACHMENT "A"****RESOLUTION NO. 7629****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO REQUESTING ACTION BY CONGRESS ON DROUGHT LEGISLATION THAT CORRECTS DELTA WATER MANAGEMENT PROBLEMS**

**WHEREAS**, the City Council of the City of San Fernando (City) is acutely aware of the importance of a reliable, secure and safe water supply to the health, prosperity, and well-being of its citizens. Further, the City Council understands that, not only its own water supply, but that of the entire surrounding region, has a direct impact on the City; and

**WHEREAS**, much of the water delivered within the City originates in Northern California and can only be conveyed to Southern California and the City if adequate supplies are permitted and caused by Federal and State agencies to be exported from the Sacramento-San Joaquin Delta; and

**WHEREAS**, the well-being of the City its citizens being integrally connected to the well-being of the water supply for the surrounding region, the City has interest in ensuring that the water supply of the Metropolitan Water District of Southern California (MWD) and neighboring communities is protected and promoted; and

**WHEREAS**, integral parts of the total supply for the region surrounding the City is water delivered under a State Water Project contract, which conveys Northern California supplies exported from the Delta, and a federal Colorado River agreement; and

**WHEREAS**, MWD's Delta water supply from the State Water Project has been withheld from for much of this year under a zero allocation that will be increased to only 5% effective September 1, 2014; and

**WHEREAS**, MWD's water supply from the Colorado River is simultaneously being threatened by effects of more than a decade of severe drought conditions and resulting record low water storage availability in Lake Powell and Lake Mead; and

**WHEREAS**, water supply curtailments are negatively impacting groundwater levels of the region, another source of water relied upon by the City and many of its neighboring communities; and

**WHEREAS**, much of this year's State Water Project zero supply allocation to date is directly tied to failed management by State and Federal agencies of the Sacramento-San Joaquin River Delta, as a result of imbalanced implementation of the Federal Endangered Species Act. This action prevented capture of hundreds of thousands of acre-feet of early spring 2014 runoff during the current water year's only significant storms and permitting said runoff to mostly flow unimpeded to the ocean; and

**WHEREAS**, just as the State of California, the City and its residents have been forced to adopt progressively aggressive conservation measures to adapt to the current period of drought, so too should the Federal and State agencies that manage resources for the benefit of wildlife and environmental interests; and

**WHEREAS**, reductions in water supplies adversely affect local businesses, reducing revenue for local and regional public agencies, economic conditions that may have long-lasting and far-reaching impacts on the fabric of the City and its surrounding communities; and

**WHEREAS**, the City's residents and food distribution businesses rely upon California agriculture as a major source of safe, high quality and usually reliable source of food and related products but the same Delta water supply curtailments negatively impacting the City are also causing huge idling of Central California farmlands served with water for irrigation from the Federal Central Valley Project as well as the State Water Project, both of which to date have been unable to provide any contract water supplies whatsoever; and

**WHEREAS**, ripple effects of severe reductions in water supplies can be expected to inevitably create tremendous economic damage and social and civic harm within the City as school districts lose students, counties and cities lose tax revenue and are faced with budget crises and staffing cuts, people tighten their budgets and service industries lose customers, resulting in business curtailments and failures; and

**WHEREAS**, the City Council of the City of San Fernando is aware that members of the United States Senate and House of Representatives are conferring to reconcile differences in legislation each body has approved but that those measures offer substantially different means of addressing California's dire water situation and issues.

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

**SECTION 1.** The City of San Fernando has a direct and keen interest in development of legislation that cures the continuing mismanagement of the Delta, including reforming the current means of implementing and enforcing the Endangered Species act, and administration of the Delta's exported water supplies.

**SECTION 2.** Action in Congress must be taken immediately if another year of regulatory drought is to be avoided.

**SECTION 3.** The City of San Fernando applauds members of the House of Representatives and the United States Senate for passing two separate measures that offer hope of fixing the management problems in the Delta that have led to the current State Water Project zero allocation: Senate passage of S. 2198, the Emergency Drought Relief Act, and House passage of H.R. 3964, the Sacramento-San Joaquin Valley Emergency Water Delivery Act.

**SECTION 4.** The City of San Fernando does hereby urge and encourage all members of California's delegation to both Houses of Congress to immediately conclude negotiations and

arrive at a joint Drought Relief measure that can be adopted by both houses of Congress and signed by the President.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of August, 2014.

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Sylvia Ballin, Mayor

**ATTEST:**

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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 18<sup>th</sup> day of August, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk





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## **CITY COUNCIL**

### **MEMORANDUM**

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Councilmember Antonio Lopez

**DATE:** August 18, 2014

**SUBJECT:** Consideration of League of California Cities 2014 Annual Conference Resolution

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Determine a City position on the League of California Cities (the League) 2014 Annual Conference Resolution (Attachment “A”), “A Resolution Calling Upon the Governor and the Legislature to Convene a Summit to Address the Devastating Environmental Impacts of Illegal Marijuana Grows on Both Private and Public Lands Throughout California and the Increasing Problems to Public Safety Related to These Activities by Working in Partnership with the League of California Cities to Develop Responsive Solutions and to Secure Adequate Funding for Cost-Effective Implementation Strategies.”; and
- b. Direct the City Council’s Voting Delegate and/or Alternate Voting Delegate to vote accordingly on the City Council’s behalf at the 2014 League of California Cities Annual Luncheon/Business Meeting/General Assembly.

#### **BACKGROUND:**

The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration by the Annual Conference and referred to the League policy committees. Resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. These letters of concurrence are included in Attachment “A”.

Consideration of League of California Cities 2014 Annual Conference Resolution  
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Policy Committees:

Two policy committees will meet at the Annual Conference to consider and take action on the resolution referred to them. The committees are Environmental Quality and Public Safety. These committees will meet on September 3, 2014, at the JW Marriott Hotel in Los Angeles. The sponsor of the resolution has been notified of the time and location of the meeting.

General Resolutions Committee:

This committee will meet on September 4, 2014, at the Los Angeles Convention Center, to consider the reports of the two policy committees regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

Annual Luncheon/Business Meeting/General Assembly:

This meeting will be held on September 5, 2014, at the Los Angeles Convention Center.

Guidelines for Annual Conference Resolutions:

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions. Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

## Consideration of League of California Cities 2014 Annual Conference Resolution

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Procedural Note:

Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but not approved by the General Resolutions Committee:

- Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

**ANALYSIS:**Resolution No. 1 (Source: Redwood Empire Division):

When California voters approved Proposition 215 in 1996 there was little thought given to a wide range of problems which have emerged in association with the increased availability and demand for marijuana. Cities within the Redwood Empire Division have grappled with the impacts of illicit marijuana grow sites for decades. Yet in recent years the environmental degradation from marijuana growing operations and public safety threats has grown exponentially. In 2011, Fort Bragg City Council Member Jere Melo was fatally shot while investigating illegal marijuana cultivation on private timber lands in Mendocino County.

Illegal marijuana cultivation activities are causing extreme environmental degradation including habitat destruction and fragmentation, illegal water diversions, killing and poisoning wildlife, unregulated use of fertilizers, pesticides, rodenticides contaminating land and polluting waters without regard for the cumulative impacts to the environment and the public's health and safety. It is expensive to remediate this environmental destruction that often destroys significant, federal, state, local, tribal and private investments in restoring or protecting the surrounding landscape.

Public concern for widespread, landscape-level environmental damage resulting from unregulated growing operations and escalating violent crimes associated with the marijuana industry has reached a tipping point across the state. The Redwood Empire Division joins with other cities throughout the state in a call for action to reverse these trends.

**Current Problem Facing California's Cities:** Cities throughout California state have struggled with regulating medical marijuana dispensaries and grow houses along with the associated

## Consideration of League of California Cities 2014 Annual Conference Resolution

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community impacts of those facilities and land use activities. Many unforeseen environmental impacts and public safety concerns are now emerging as a consequence of increased production and demand for marijuana.

Critical water shortages across the state due to prolonged drought conditions have resulted in the Governor declaring a Drought State of Emergency. Illegal water diversions for the purposes of cultivating marijuana plantations are increasing throughout the state. These activities impact agricultural production and domestic water use. The cumulative impacts to watershed health are considerable and pose direct threats to California's salmon, trout and other sensitive aquatic species, especially at critical life stages during seasonally low flow conditions. In addition, under drought conditions, the risk of fire is elevated.

The presence of marijuana grow sites in fire prone areas contributes to potential wildfire risks at the Wildland/Urban Interface. The presence of illegal marijuana growing sites on state and federal public lands creates unsafe conditions for visitors. These lands are managed with taxpayer support and are intended to be for enjoyment by the public, recreation and conservation. However, the increasing level of violence and threats to public safety related to illegal marijuana grows on both private and public lands are contributing to a sense of lawlessness and impacting nearby communities where criminal activities are expanding.

The lack of oversight of marijuana cultivation operations to ensure compliance with existing state and federal environmental regulations is impacting water quality and quantity statewide. The current legal and regulatory framework is inadequate to address numerous environmental issues, as well as public health and safety.

**Redwood Empire Division Resolution:** The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the rising threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions, and secure adequate funding for implementation strategies.

The issues surrounding marijuana production and distribution are complex and require a comprehensive statewide approach. California cities need to have a strong voice in this process. The mission of the League of California Cities is to enhance the quality of life for all Californians and we believe that our strength lies in the unity of our diverse communities on issues of mutual concern.

League of California Cities Staff Analysis on Resolution No. 1:

**Summary:** This Resolution seeks to highlight the environmental and public safety issues triggered by illegal marijuana cultivation, and calls upon the League, the Governor and the Legislature to take action by convening a summit to address the environmental impacts of such cultivation sites. It also calls upon the State of California to provide solutions in response, including sufficient funding to decisively address the problem.

## Consideration of League of California Cities 2014 Annual Conference Resolution

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**Background:** The sponsor of this resolution argues that when California voters approved Proposition 215 in 1996, little thought was given to a wide range of problems which have emerged in association with the increased availability and demand for marijuana. Cities within the Redwood Empire Division have grappled with the impacts of illicit marijuana cultivation sites for decades. Yet in recent years the environmental degradation from marijuana growing operations and public safety threats has grown exponentially. In 2011, Fort Bragg City Council Member Jere Melo was fatally shot while investigating illegal marijuana cultivation on private timber lands in Mendocino County.

Illegal marijuana cultivation activities are causing extreme environmental degradation including habitat destruction and fragmentation, illegal water diversions, killing and poisoning wildlife, unregulated use of fertilizers, pesticides, rodenticides contaminating land and polluting waters without regard for the cumulative impacts to the environment and the public's health and safety. It is expensive to remediate this environmental destruction which often destroys significant, federal, state, local, tribal and private investments in restoring or protecting the surrounding landscape.

Critical water shortages across the state due to prolonged drought conditions have resulted in the Governor declaring a Drought State of Emergency. Illegal water diversions for the purposes of cultivating marijuana plantations are increasing throughout the state. These activities impact agricultural production and domestic water use. The cumulative impacts to watershed health are considerable and pose direct threats to California's salmon, trout and other sensitive aquatic species, especially at critical life stages during seasonally low flow conditions. In addition, under drought conditions, the risk of fire is elevated. The presence of marijuana grow sites in fire prone areas contributes to potential wildfire risks at the Wildland/Urban Interface.

The lack of oversight of marijuana cultivation operations to ensure compliance with existing state and federal environmental regulations is impacting water quality and quantity statewide. The current legal and regulatory framework is inadequate to address numerous environmental issues, as well as public health and safety.

Public concern for widespread environmental damage resulting from unregulated growing operations and escalating violent crimes associated with the marijuana industry has reached a tipping point across the state. The Redwood Empire Division joins with other cities throughout the state in a call for action to reverse these trends.

Note: The League of Cities has joined with the California Police Chiefs Association to co-sponsor legislation, SB 1262 (Correa), to establish a regulatory scheme for medical marijuana that protects local control, addresses the public safety concerns triggered by marijuana regulation, and imposes health and safety standards on marijuana for the first time. However, the measure does not address environmental issues, due to the expense and complexity associated with adding that objective to a bill that already has far-reaching regulatory goals combined with a critical need to contain state costs.

**Fiscal Impact:** If the policy advocated by the Resolution is implemented by the state, there will be ongoing and unspecified costs to the State General Fund for enforcement activities, primarily

## Consideration of League of California Cities 2014 Annual Conference Resolution

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in the rural counties where many of the illicit marijuana cultivation sites are located. Conservatively, the annual costs could run in the hundreds of thousands to low millions to patrol likely grow sites, crack down on illegal water diversion activities, and provide consistent environmental clean-up made necessary by illegal rodenticides and pesticides.

**Comment:** To assure success, counties will have to be actively involved in any policy change geared toward rigorous and consistent enforcement against illegal marijuana grows, given the fact that many of the cultivation sites are located in rural areas under the direct authority of county governments. This will require a dialogue with counties, during which the question of local political will to enforce the law, in addition to securing the necessary funding, will arise. If counties should opt not to play an active part in an aggressive enforcement strategy, the chances of success are questionable.

**Existing League Policy:** Related to this Resolution, existing policy provides:

- The League opposes the legalization of marijuana cultivation and use for non-medicinal purposes.
- Reaffirming that local control is paramount, the League holds that cities should have the authority to regulate medical marijuana dispensaries, cooperatives, collectives or other distribution points if the regulation relates to location, operation or establishment to best suit the needs of the community.
- The League affirms that revenue or other financial benefits from creating a statewide tax structure on medical marijuana should be considered only after the public safety and health ramifications are fully evaluated.

**ATTACHMENT:**

A. League of California Cities 2014 Annual Conference Resolutions Packet





***Annual Conference  
Resolutions Packet***

***2014 Annual Conference Resolutions***



***116<sup>th</sup> Annual Conference***

***Los Angeles***

***September 3 - 5, 2014***

## INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration by the Annual Conference and referred to the League policy committees.

**POLICY COMMITTEES:** Two policy committees will meet at the Annual Conference to consider and take action on the resolution referred to them. The committees are Environmental Quality and Public Safety. These committees will meet on Wednesday, September 3, 2014, at the JW Marriott Hotel in Los Angeles. The sponsor of the resolution has been notified of the time and location of the meetings.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 1:00 p.m. on Thursday, September 4, at the Los Angeles Convention Center, to consider the reports of the two policy committees regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY:** This meeting will be held at 12:00 p.m. on Friday, September 5, at the Los Angeles Convention Center.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, September 4. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: [mdesmond@cacities.org](mailto:mdesmond@cacities.org) or (916) 658-8224

## **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

## LOCATION OF MEETINGS

### **Policy Committee Meetings**

Wednesday, September 3, 2014  
JW Marriott Los Angeles Hotel  
900 West Olympic Boulevard, Los Angeles

Environmental Quality: 9:00 a.m. – 10:30 a.m.  
Public Safety: 10:30 a.m. – 12:00 p.m.

### **General Resolutions Committee**

Thursday, September 4, 2014, 1:00 p.m.  
Los Angeles Convention Center  
1201 South Figueroa Street, Los Angeles

### **Annual Business Meeting and General Assembly Luncheon**

Friday, September 5, 2013, 12:00 p.m.  
Los Angeles Convention Center  
1201 South Figueroa Street, Los Angeles

## KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

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### ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
1	Illegal Marijuana Grow Site			

### PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Illegal Marijuana Grow Site			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: [www.cacities.org](http://www.cacities.org). The entire Resolutions Packet will be posted at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

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## **KEY TO ACTIONS TAKEN ON RESOLUTIONS (*Continued*)**

Resolutions have been grouped by policy committees to which they have been assigned.

### **KEY TO REVIEWING BODIES**

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

### **KEY TO ACTIONS TAKEN**

- |   |   |
|---|---|
| A | Approve   |
| D | Disapprove                                      |
| N | No Action                                       |
| R | Refer to appropriate policy committee for study |

### **ACTION FOOTNOTES**

- |     |  |     |   |
|-----|--|-----|---|
| *   | Subject matter covered in another resolution | a   | Amend+  |
| **  | Existing League policy                       | Aa  | Approve as amended+   |
| *** | Local authority presently exists             | Aaa | Approve with additional amendment(s)+                       |
|     |  | Ra  | Refer as amended to appropriate policy committee for study+ |
|     |  | Raa | Additional amendments and refer+                            |
|     |  | Da  | Amend (for clarity or brevity) and Disapprove+              |
|     |  | Na  | Amend (for clarity or brevity) and take No Action+          |
|     |  | W   | Withdrawn by Sponsor  |

**Procedural Note:** Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

## 2014 ANNUAL CONFERENCE RESOLUTIONS

### **RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY AND PUBLIC SAFETY POLICY COMMITTEES**

- 1. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO CONVENE A SUMMIT TO ADDRESS THE DEVASTATING ENVIRONMENTAL IMPACTS OF ILLEGAL MARIJUANA GROWS ON BOTH PRIVATE AND PUBLIC LANDS THROUGHOUT CALIFORNIA AND THE INCREASING PROBLEMS TO PUBLIC SAFETY RELATED TO THESE ACTIVITIES BY WORKING IN PARTNERSHIP WITH THE LEAGUE OF CALIFORNIA CITIES TO DEVELOP RESPONSIVE SOLUTIONS AND TO SECURE ADEQUATE FUNDING FOR COST-EFFECTIVE IMPLEMENTATION STRATEGIES.**

Source: Redwood Empire Division

Concurrence of five or more cities/city officials: Cities of Arcata; Blue Lake; Clearlake; Cloverdale; Crescent City; Eureka; Fort Bragg; Healdsburg; Lakeport; Trinidad; and Ukiah

Referred to: Environmental Quality and Public Safety Policy Committees

Recommendation to General Resolutions Committee:

**WHEREAS**, public concerns in response to widespread damage to fish and wildlife resources and degradation to California's environment, and threats to public safety resulting from illegal marijuana cultivation statewide requires urgent action by the Governor and the Legislature, and

**WHEREAS**, local governments and the public support the State's primary objectives in complying with environmental laws including the Clean Water Act, Porter-Cologne Water Quality Control Act, and Endangered Species Act and are supported by substantial public investments at all levels of government to maintain a healthy and sustainable environment for future citizens of California, and

**WHEREAS**, illegal marijuana cultivation activities include habitat destruction and fragmentation, poaching wildlife, illegal water diversions, unregulated use of fertilizers, pesticides, insecticides, rodenticides, soil amendments contaminating land and waters without regard for the cumulative impacts to the environment or public health, and

**WHEREAS**, changing global climate conditions are posing escalated threats in California to health, well-being, nature and property; as evidenced by critical water shortages across the state due to prolonged drought conditions, and

**WHEREAS**, illegal water diversion for the purpose of cultivating marijuana plantations poses a direct threat to California's endangered and threatened anadromous fish species, including coho salmon, Chinook salmon, steelhead trout and other aquatic species, especially at critical life phases during seasonally low flow conditions; and

**WHEREAS**, California is a leader in the global effort to fight climate change and is pursuing a broad, integrated strategy to reduce greenhouse gas emissions and conserve energy, yet in a recent Lawrence Livermore Lab study estimated that upwards of 10% of electricity usage statewide can be attributed to indoor marijuana cultivation; these sites are often the causation of fires and home invasion incidents due to criminal activity, and

**WHEREAS**, the presence of illegal marijuana growing sites on State and federal public lands is creating unsafe conditions for visitors; these lands are taxpayer supported and intended to be managed for recreation, resource conservation and the enjoyment by the public, and

**WHEREAS**, increasing violence and threats to public safety related to illegal marijuana grows is contributing to a sense of lawlessness and impacting nearby communities where criminal activities are expanding, and

**WHEREAS**, the issue of illegal marijuana grows has reached a crisis level across the state as evidenced by the murder of former League Board member, Fort Bragg Councilmember and veteran forester Jere Melo who was fatally shot down while investigating a report of a marijuana grow on private timberlands in northern California.

**RESOLVED**, at the League General Assembly, assembled at the League Annual Conference on September 5, 2014 in Los Angeles, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to convene a summit to address the devastating environmental impacts of illegal marijuana grows on both private and public lands and the increasing problems to public safety related to these activities.

**FURTHER RESOLVED**, that the League will work with its member cities to educate State and federal officials regarding emerging concerns from their communities and citizenry and to the challenges facing local governments. Therefore, we request the Governor and the Legislature to work with the League to provide responsive solutions with adequate funding support and effective State and federal government leadership to address widespread environmental damage and associated threats to public safety impacting every region in the State of California.

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### **Background Information on Resolution No. 1**

**Source:** Redwood Empire Division

**Background:**

When California voters approved Proposition 215 in 1996 there was little thought given to a wide range of problems which have emerged in association with the increased availability and demand for marijuana. Cities within the Redwood Empire Division have grappled with the impacts of illicit marijuana grow sites for decades. Yet in recent years the environmental degradation from marijuana growing operations and public safety threats has grown exponentially. In 2011, Fort Bragg City Council Member Jere Melo was fatally shot while investigating illegal marijuana cultivation on private timber lands in Mendocino County.

Illegal marijuana cultivation activities are causing extreme environmental degradation including habitat destruction and fragmentation, illegal water diversions, killing and poisoning wildlife, unregulated use of fertilizers, pesticides, rodenticides contaminating land and polluting waters without regard for the cumulative impacts to the environment and the public's health and safety. It is expensive to remediate this environmental destruction that often destroys significant, federal, state, local, tribal and private investments in restoring or protecting the surrounding landscape.

Public concern for widespread, landscape-level environmental damage resulting from unregulated growing operations and escalating violent crimes associated with the marijuana industry has reached a tipping point across the state. The Redwood Empire Division joins with other cities throughout the state in a call for action to reverse these trends.



**Current Problem Facing California's Cities:**

Cities throughout California state have struggled with regulating medical marijuana dispensaries and grow houses along with the associated community impacts of those facilities and land use activities. Many unforeseen environmental impacts and public safety concerns are now emerging as a consequence of increased production and demand for marijuana.

Critical water shortages across the state due to prolonged drought conditions have resulted in the Governor declaring a Drought State of Emergency. Illegal water diversions for the purposes of cultivating marijuana plantations are increasing throughout the state. These activities impact agricultural production and domestic water use. The cumulative impacts to watershed health are considerable and pose direct threats to California's salmon, trout and other sensitive aquatic species, especially at critical life stages during seasonally low flow conditions. In addition, under drought conditions, the risk of fire is elevated. The presence of marijuana grow sites in fire prone areas contributes to potential wildfire risks at the Wildland/Urban Interface.

The presence of illegal marijuana growing sites on state and federal public lands creates unsafe conditions for visitors. These lands are managed with taxpayer support and are intended to be for enjoyment by the public, recreation and conservation. However, the increasing level of violence and threats to public safety related to illegal marijuana grows on both private and public lands are contributing to a sense of lawlessness and impacting nearby communities where criminal activities are expanding.

The lack of oversight of marijuana cultivation operations to ensure compliance with existing state and federal environmental regulations is impacting water quality and quantity statewide. The current legal and regulatory framework is inadequate to address numerous environmental issues, as well as public health and safety.

**Redwood Empire Division Resolution:**

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the rising threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions, and secure adequate funding for implementation strategies.

The issues surrounding marijuana production and distribution are complex and require a comprehensive statewide approach. California cities need to have a strong voice in this process. The mission of the League of California Cities is to enhance the quality of life for all Californians and we believe that our strength lies in the unity of our diverse communities on issues of mutual concern.

////////

**League of California Cities Staff Analysis on Resolution No. 1**

Staff: Tim Cromartie (916) 658-8252  
Committee: Public Safety Policy Committee

**Summary:**

This Resolution seeks to highlight the environmental and public safety issues triggered by illegal marijuana cultivation, and calls upon the League, the Governor and the Legislature to take action by convening a summit to address the environmental impacts of such cultivation sites. It also calls upon the State of California to provide solutions in response, including sufficient funding to decisively address the problem.

**Background:**

The sponsor of this resolution argues that when California voters approved Proposition 215 in 1996, little thought was given to a wide range of problems which have emerged in association with the increased availability and demand for marijuana. Cities within the Redwood Empire Division have grappled with the impacts of illicit marijuana cultivation sites for decades. Yet in recent years the environmental degradation from marijuana growing operations and public safety threats has grown exponentially. In 2011, Fort Bragg City Council Member Jere Melo was fatally shot while investigating illegal marijuana cultivation on private timber lands in Mendocino County.

Illegal marijuana cultivation activities are causing extreme environmental degradation including habitat destruction and fragmentation, illegal water diversions, killing and poisoning wildlife, unregulated use of fertilizers, pesticides, rodenticides contaminating land and polluting waters without regard for the cumulative impacts to the environment and the public's health and safety. It is expensive to remediate this environmental destruction which often destroys significant, federal, state, local, tribal and private investments in restoring or protecting the surrounding landscape.

Critical water shortages across the state due to prolonged drought conditions have resulted in the Governor declaring a Drought State of Emergency. Illegal water diversions for the purposes of cultivating marijuana plantations are increasing throughout the state. These activities impact agricultural production and domestic water use. The cumulative impacts to watershed health are considerable and pose direct threats to California's salmon, trout and other sensitive aquatic species, especially at critical life stages during seasonally low flow conditions. In addition, under drought conditions, the risk of fire is elevated. The presence of marijuana grow sites in fire prone areas contributes to potential wildfire risks at the Wildland/Urban Interface.

The lack of oversight of marijuana cultivation operations to ensure compliance with existing state and federal environmental regulations is impacting water quality and quantity statewide. The current legal and regulatory framework is inadequate to address numerous environmental issues, as well as public health and safety.

Public concern for widespread environmental damage resulting from unregulated growing operations and escalating violent crimes associated with the marijuana industry has reached a tipping point across the state. The Redwood Empire Division joins with other cities throughout the state in a call for action to reverse these trends.

Note: The League of Cities has joined with the California Police Chiefs Association to co-sponsor legislation, SB 1262 (Correa), to establish a regulatory scheme for medical marijuana that protects local control, addresses the public safety concerns triggered by marijuana regulation, and imposes health and safety standards on marijuana for the first time. However, the measure does not address environmental issues, due to the expense and complexity associated with adding that objective to a bill that already has far-reaching regulatory goals combined with a critical need to contain state costs.

**Fiscal Impact:**

If the policy advocated by the Resolution is implemented by the state, there will be ongoing and unspecified costs to the State General Fund for enforcement activities, primarily in the rural counties where many of the illicit marijuana cultivation sites are located. Conservatively, the annual costs could run in the hundreds of thousands to low millions to patrol likely grow sites, crack down on illegal water diversion activities, and provide consistent environmental clean-up made necessary by illegal rodenticides and pesticides.

**Comment:**

To assure success, counties will have to be actively involved in any policy change geared toward rigorous and consistent enforcement against illegal marijuana grows, given the fact that many of the cultivation sites are located in rural areas under the direct authority of county governments. This will require a dialogue with counties, during which the question of local political will to enforce the law, in addition to securing the necessary funding, will arise. If counties should opt not to play an active part in an aggressive enforcement strategy, the chances of success are questionable.

**Existing League Policy:**

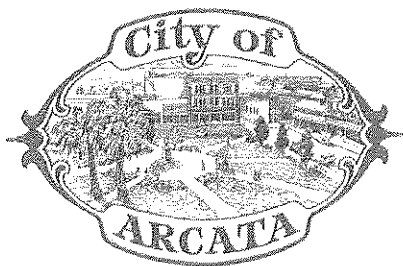
Related to this Resolution, existing policy provides:

- The League opposes the legalization of marijuana cultivation and use for non-medicinal purposes.
- Reaffirming that local control is paramount, the League holds that cities should have the authority to regulate medical marijuana dispensaries, cooperatives, collectives or other distribution points if the regulation relates to location, operation or establishment to best suit the needs of the community.
- The League affirms that revenue or other financial benefits from creating a statewide tax structure on medical marijuana should be considered only after the public safety and health ramifications are fully evaluated.

# **LETTERS OF CONCURRENCE**

Resolution No. 1

Illegal Marijuana Grow Site



736 F Street  
Arcata, CA 95521

July 2, 2014

City Manager (707) 822-5953	Environmental Services 822-8184	Police 822-2428	Recreation 822-7091
Community Development 822-5955	Finance 822-5951	Public Works 822-5957	Transportation 822-3775

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The Arcata City Council supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California, and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. ALL of the rural areas adjacent to the City of Arcata and throughout Humboldt County have been greatly affected by the devastating environmental impacts of illegal marijuana grows!

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me at any time at [mwheatley@cityofarcata.org](mailto:mwheatley@cityofarcata.org) if you have any questions.

Sincerely,

Mark E. Wheatley, Mayor

cc: Kathryn Murray, President, Redwood Empire Division, c/o Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, via email [srounds@cacities.org](mailto:srounds@cacities.org)



# CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525  
Phone 707.668.5655 Fax 707.668.5916

June 30, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

## **RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Blue Lake supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Lana Manzanita, Mayor Pro-Tem at 707-497-8159 or [joe2zither1@gmail.com](mailto:joe2zither1@gmail.com), if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Lana Manzanita Mayor Pro-Tem".

Lana Manzanita  
Mayor Pro-Tem  
City of Blue Lake

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)



# City of Clearlake

14050 Olympic Drive, Clearlake, California 95422  
(707) 994-8201 Fax (707) 995-2653

July 2, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

## **RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Clearlake supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. The City of Clearlake is experiencing significant issues with illegal grows in the city limits. Individuals are squatting on lands not belonging to them and planting large grows. Grows are being planted near and along creeks going through the city with unknown substances potentially leeching into the waterways. Others are renting properties and clear cutting them of oak and other trees for plant sites often without the knowledge of the property owner. Homeowners tell of not being able to enjoy their own properties with grow sites next to them creating untenable odors, spewing of foul language and concern of threats to their personal safety if they complain. We hear often the concern of increased crime due to the grows in the city.

As a member of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Joan Phillipe at 707-994-8201 x120 or [city.administrator@clearlake.ca.us](mailto:city.administrator@clearlake.ca.us), if you have any questions.

Sincerely,

Joan L. Phillipe  
City Manager

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)



June 25, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Cloverdale supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Throughout the Redwood Empire region including the City of Cloverdale, illegal marijuana grows negatively impact our environmental health and public safety. Last year, the Cloverdale Police Department eradicated over 300 plants within our City Limits. Please note that Cloverdale is a total of 2.5 square miles. These plants use scarce water resources during a water shortage emergency caused by the current drought and contribute to lawlessness that threatens the public safety of our citizens.

On a personal level, the City of Cloverdale continues to be heartsick for the loss of City of Fort Bragg Council Member JereMelo. Jere was murdered as a result of investigating an illegal marijuana grow. Jere was an exceptional leader in our region, the League of California Cities and the State of California. The City of Cloverdale misses him greatly.

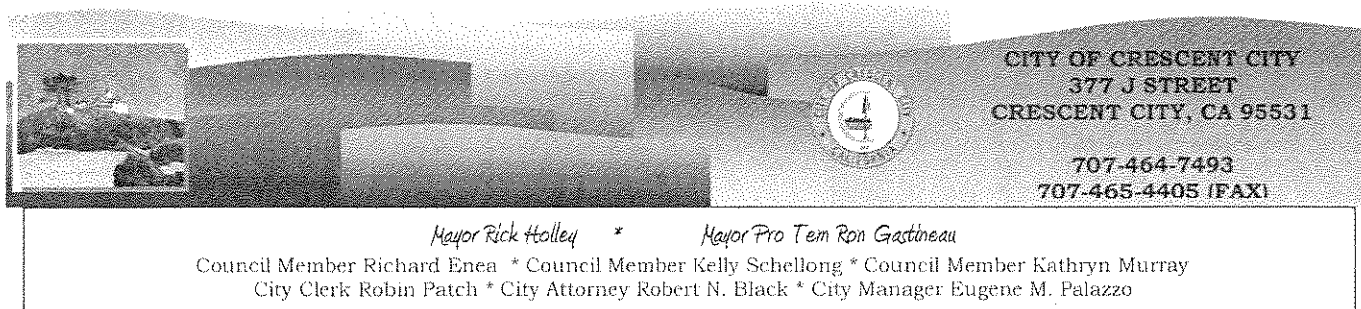
As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Cloverdale City Manager Paul Cayler at 707-894-1710, if you have any questions.

Sincerely,

Carol Russell  
Mayor  
City of Cloverdale

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)





June 23, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Crescent City supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Illegal marijuana grows have a devastating impact on the State and federal public lands surrounding our community. They create unsafe conditions for our visitors. The use of unregulated fertilizers, pesticides, insecticides and rodenticides contaminate the land and ground water.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Eugene Palazzo, City Manager at 707-464-7483 ex 232 or [epalazzo@crescentcity.org](mailto:epalazzo@crescentcity.org), if you have any questions.

Sincerely,

Richard Holley  
Mayor  
Crescent City

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)



## CITY OF EUREKA

531 K Street • Eureka, California 95501-1146

### CITY MANAGER

• (707) 441-4144  
fax (707) 441-4138

June 26, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

### **RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Eureka supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Our city has seen an increase in gang activity and organized crime within the Greater Eureka Area as a result of illegal growing operations. Our law enforcement and community safety have been negatively impacted by these criminal activities.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager Greg Sparks at 707.441.4140 or [gsparks@ci.eureka.ca.gov](mailto:gsparks@ci.eureka.ca.gov), if you have any questions.

Sincerely,

Greg L. Sparks  
City Manager  
City of Eureka

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)



## CITY OF FORT BRAGG

*Incorporated August 5, 1889*

416 N. Franklin St.  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802  
<http://city.fortbragg.com>

June 23, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows  
Resolution**

Dear President Cisneros:

The City of Fort Bragg supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.


The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. The City of Fort Bragg lost City Councilmember and former Mayor Jere Melo in August 2011 when he walked into an illegal grow site and was shot and killed by the person guarding said site.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager Linda Ruffing at 707-961-2823 or [lruffing@fortbragg.com](mailto:lruffing@fortbragg.com), if you have any questions.

Sincerely,

  
Dave Turner  
Mayor

  
Scott Deitz  
Councilmember

  
Meg Courtney  
Vice Mayor

  
Doug Hammerstrom  
Councilmember

  
Heidi Kraut  
Councilmember

cc: Kathryn Murray, President, Redwood Empire Division c/o Sara Rounds, Regional  
Public Affairs Manager, LOCC Redwood Empire Division, [srounds@cacities.org](mailto:srounds@cacities.org)



## CITY OF HEALDSBURG ADMINISTRATION

401 Grove Street  
Healdsburg, CA 95448-4723

Phone: (707) 431-3317  
Fax: (707) 431-3321

Visit us at [www.ci.healdsburg.ca.us](http://www.ci.healdsburg.ca.us)

June 30, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Healdsburg supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

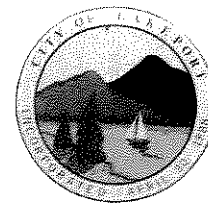
The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me either by phone at (707) 431-3317 or by e-mail at [jwood@ci.healdsburg.ca.us](mailto:jwood@ci.healdsburg.ca.us) if you have any questions.

Sincerely,

James D. Wood  
Mayor  
City of Healdsburg

cc: Kathryn Murray, President, Redwood Empire Division  
c/o Sara Rounds, Regional Public Affairs Manager,  
LOCC Redwood Empire Division, [srounds@cacities.org](mailto:srounds@cacities.org)

**CITY OF LAKEPORT***Over 100 years of community  
pride, progress and service*

July 1, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: ENVIRONMENTAL AND PUBLIC SAFETY IMPACTS OF ILLEGAL MARIJUANA GROWS RESOLUTION**

Dear President Cisneros:

The City of Lakeport supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me at (707) 263-5615, Ext. 12 or by email at [kparlet@cityoflakeport.com](mailto:kparlet@cityoflakeport.com) if you have any questions.

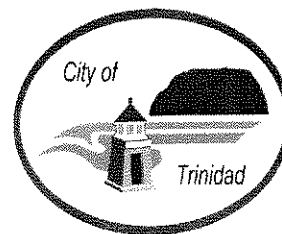
Sincerely,

Kenneth Parlet, II  
Mayor

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, [srounds@cacities.org](mailto:srounds@cacities.org)

**CITY OF TRINIDAD**

P.O. Box 390  
409 Trinity Street  
Trinidad, CA 95570  
(707) 677-0223  
Fax: (707) 677-3759



July 2, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Trinidad supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Fulkerson".

Julie Fulkerson  
Mayor

Cc: Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division



June 30, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Ukiah supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Jane Chambers, City Manager, at 7407-463-6210 or [jchambers@cityofukiah.com](mailto:jchambers@cityofukiah.com), if you have any questions.

Sincerely,

Philip E. Baldwin  
Mayor

Mary Anne Landis  
Vice Mayor

Benj Thomas  
Councilmember

Douglas F. Crane  
Councilmember

Steve Scalmanini  
Councilmember

Cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)

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## **PUBLIC WORKS DEPARTMENT**

### **MEMORANDUM**

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Marlene Miyoshi, Interim Public Works Director

**DATE:** August 18, 2014

**SUBJECT:** Street Sweeping Services Contract Update

---

#### **RECOMMENDATION:**

It is recommended that the City Council take the following actions with regard to the upcoming expiration of the street sweeping contract (August 31, 2014) with Athens Services, Inc.:

- a. Authorize the City Manager to negotiate and execute a six-month contract extension for street sweeping services with Athens Services, Inc. to allow sufficient time for a Request for Proposals (RFP) process to be conducted and subsequent contract consideration by the City Council.
- b. Direct the City Manager to prepare/issue a RFP for street sweeping services, and review/select/recommend a contractor to the City Council for consideration and approval.

#### **BACKGROUND:**

1. In May 2009, an RFP was issued for City-wide Street Sweeping Services and in June 2009, the City Clerk received five (5) proposals in response to the RFP.
2. On August 3, 2009, the City Council approved an award of contract to Athens Services, Inc. to provide street sweeping services. Athens Services, Inc. proposed the lowest rates (18% below the second lowest bidder) and was ranked number one in the proposal reviews. City Council further directed staff to conduct negotiations with Athens Services, Inc. to generate additional cost savings and to conduct another background check regarding a report prepared by a member of the public citing several allegations of wrong doing by Athens Services, Inc.
3. Staff successfully negotiated additional savings in the Athens Services, Inc. contract and concluded a second background check per City Council direction. Staff investigated the allegations and found Athens Services, Inc. to have resolved all issues to the satisfaction of staff, or was exonerated by the involved regulatory agencies.

## Street Sweeping Services Contract Update

Page 2

4. In August 2009, the Athens Services, Inc. street sweeping contract was executed with a contract term of five years from September 1, 2009 to August 31, 2014 and an annual compensation of \$121,200. (The second lowest proposal was \$153,828 by Crown Disposal.)

### **ANALYSIS:**

The contract for street sweeping services with Athens Services, Inc. will expire on August 31, 2014. Normally, staff would have presented this item to the City Council with more time to discuss options. However, in this case, it was an oversight by staff. That being said, the options the City Council has related to future street sweeping services in San Fernando do not change due to time constraints. The City Council could issue a RFP for street sweeping services or could extend the contract with Athens Services, Inc. for an additional three to five years.

It is recommended by staff that, based upon the issuance of other similar long-term contracts with the City, the City Council direct the City Manager to prepare and RFP for street sweeping services and bring back those results to the City Council for consideration a future meeting. In order to do this, staff is also recommending that the City Council authorize the City Manager to negotiate a six-month contract extension with Athens, Services, Inc. to continue to provide street sweeping services during the RFP process.

It should be noted that Athens Services, Inc. is interested in negotiating a three (3) year contract extension per the terms of the current contract, subject to a mutually agreed to increase in compensation. Athens Services, Inc. have been provided at the original 2009 rates for the past five years. As a part of the proposed contract extension, Athens Services, Inc. is requesting an adjustment in rates based on their 2014 costs of doing business.

### **BUDGET IMPACT:**

Street sweeping services are funded by the City's Gas Tax funds, except for the sweeping of the City parking lots which is funded by the General Fund. Gas Tax funds are specifically designated for the maintenance of streets, precluding use of funds for the sweeping of the parking lots.

An additional appropriation may be requested from the Gas Tax and General Funds in the event that a new or extended contract amount is higher than the estimated budget of \$136,000.

### **CONCLUSION:**

Staff is requesting City Council direction.