



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

SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA
NOVEMBER 18, 2013 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

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

CONSENT CALENDAR

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

1) REQUEST TO APPROVE MINUTES OF:

- a) **OCTOBER 21, 2013 – REGULAR MEETING**
- b) **OCTOBER 30, 2013 – SPECIAL MEETING**
- c) **NOVEMBER 4, 2013 – SPECIAL MEETING**
- d) **NOVEMBER 4, 2013 – REGULAR MEETING**

2) REQUEST TO APPROVE WARRANT REGISTER NO. 13-112

3) NOTICE OF COMPLETION FOR WATER MAINS INSTALLATION PROJECT



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Recommend that the City Council:

- a. Accept the improvements as constructed by Vasily Company, Inc. and consider the work complete;
- b. Authorize the Interim City Manager and City Clerk to sign and file the Notice of Completion with the Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the 10% retention amount after the 35-day lien period from the date the Notice of Completion is recorded.

4) CONSIDERATION TO ADOPT RESOLUTION NO. 7571 FOR A TITLE VI PLAN FOR THE CITY

Recommend that the City Council:

- a. Adopt Resolution No. 7571 authorizing and adopting the plan associated with the Federal Transit Administration Title VI Program; and
- b. Direct the Interim City Manager to implement the Title VI Plan.

NEW BUSINESS

5) CONSIDERATION OF AWARD OF FRANCHISE FOR RESIDENTIAL AND COMMERCIAL REFUSE, RECYCLABLE MATERIALS, AND ORGANIC WASTE COLLECTION SERVICES

Recommend that the City Council:

- a. Accept and consider the report from R3 Consulting, Inc., and select a company, Consolidated Disposal Services or Crown Disposal Company, Inc., for award of a Franchise to provide residential, commercial, materials recycling, and organic waste collection services for Citywide refuse and recycling services; and
- b. Authorize the Interim City Manager to prepare the Franchise Contract for City Council consideration at their regular meeting of December 2, 2013.

6) CONSIDERATION TO ADOPT RESOLUTION NO. 7573 APPROVING A FACILITY FEE WAIVER POLICY

Recommend that the City Council:

- a. Review and discuss the proposed Facility Fee Waiver Policy;
- b. Provide staff with direction regarding any suggested changes; and



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA – NOVEMBER 18, 2013
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- c. Adopt Resolution No. 7573 establishing procedures for processing fee waivers for city-owned facilities as amended with suggested changes.

7) CONSIDERATION TO APPROVE CONTRACT NO 1730 FOR AS-NEEDED PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING

Recommend that the City Council:

- a. Accept the proposal for As-Needed Professional Services from Willdan Engineering; and
- b. Authorize the Interim City Manager to execute Contract No. 1730 with Willdan Engineering.

CONTINUED BUSINESS

8) UPDATE REGARDING FISCAL YEAR 2014-2014 CITY PRIORITIES

Recommend that the City Council provide direction to staff on any changes you wish to make to the approved FY 2013-2014 City Priorities list.

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: November 14, 2013 (2:00 p.m.)

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

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San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 21, 2013 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 6:04 p.m.

Present:

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

Staff: Interim City Manager Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

PRESENTATIONS

The following presentation was made:

A) NATIONAL MASSAGE THERAPY AWARENESS WEEK (OCTOBER 20-26)

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Tom Ross, Downtown Mall Association President, talked about the filming that is taking place in the downtown area and stated that the majority of the merchants are in support. He also reported that they will be purchasing new decorations.

SAN FERNANDO CITY COUNCIL**MINUTES – October 21, 2013****Page 2**

Charles Leone, SEIU Local 721, spoke against approval of Item No. 5 on the agenda.

John Blue talked about the lack of water fountains at Recreation Park and complained about an ice cream truck that sells junk food to the children.

Gabby Arrizu spoke in support of Item No. 6 on the agenda.

Irlanda Soto Tapia read a letter from her husband requesting that they be allowed to keep their pet chickens (Mayor Lopez confirmed that Councilmembers had previously received a copy of the letter).

CONSENT CALENDAR

Motion by Councilmember Avila, seconded by Mayor Pro Tem Ballin, to approve the following Consent Calendar Items:

- 1) APPROVAL OF MINUTES OF:
 - a) OCTOBER 7, 2013 – SPECIAL MEETING
 - b) OCTOBER 7, 2013 – REGULAR MEETING
 - c) OCTOBER 10, 2013 – SPECIAL MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 13-102
- 3) ADOPTION OF ORDINANCE NO. 1628 AMENDING CHAPTER 106 TO PROVIDE THE NECESSARY REGULATIONS GOVERNING THE REVIEW AND ISSUANCE OF DENSITY BONUSES FOR AFFORDABLE HOUSING DEVELOPMENTS IN COMPLIANCE WITH STATE HOUSING LAW
- 4) ADOPTION OF ORDINANCE NO. 1629 AMENDING CHAPTER 106 TO PROVIDE THE NECESSARY REGULATIONS GOVERNING THE ISSUANCE OF REASONABLE ACCOMMODATIONS IN COMPLIANCE WITH FEDERAL AND STATE HOUSING LAW

By consensus, the motion carried.

NEW BUSINESS

- 5) CONSIDERATION TO ADOPT RESOLUTION NO. 7570 AMENDING THE TABLE OF ORGANIZATION TO ADD TWO POLICE DESK OFFICER POSITIONS AND RESTRUCTURE THE COMMUNITY SERVICE OFFICER POSITIONS FROM FOUR FULL-TIME TO FOUR PART-TIME POSITIONS AND ADD ONE NEW PART-TIME JUNIOR CADET POSITION

SAN FERNANDO CITY COUNCIL**MINUTES – October 21, 2013****Page 3**

Interim City Manager Penman presented the staff report. He and Interim Police Chief Robert Parks responded to questions from Councilmembers.

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to adopt Resolution No. 7570 amending the Table of Organization to accomplish the following:

- a. Add two full-time Police Desk Officer positions to the existing number of authorized positions from six to eight;
- b. Reorganize the Community Service Officer (CSO) program from four full-time CSOs to four part-time (20 hours per week) positions, with benefits; and
- c. Add one part-time Junior Cadet (not-to-exceed 18 hours per week) non-benefit position.

The motion carried unanimously.

- 6) CONSIDERATION TO APPROVE A LICENSE AGREEMENT (CONTRACT NO. 1726) FOR USE OF PUBLIC PASEO AREA WITH 110 NORTH MACLAY AVENUE, LLC

Community Development Director Fred Ramirez presented the staff report. He and Interim City Manager Penman replied to questions from Councilmembers.

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Fajardo, to approve a License Agreement (Contract No. 1726) with 110 North Maclay Avenue, LLC to allow for the development and use of the Public Paseo Area adjacent to 110 and 120 North Maclay Avenue. The motion carried unanimously.

- 7) CONSIDERATION TO ADOPT RESOLUTION NO. 7568 AND AWARD A CONSTRUCTION CONTRACT (CONTRACT NO. 1727) FOR THE LOPEZ ADOBE ANCILLARY BUILDING AND LANDSCAPING PROJECT (CCHE GRANT NO. 07-b4-27)

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

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

- a. Adopt Resolution No. 7568, authorizing a budget adjustment in order to reallocate General Fund monies and the California Cultural and Historical Endowment (CCHE) grant funds to complete the Lopez Adobe Ancillary Building and Landscaping Project;

SAN FERNANDO CITY COUNCIL**MINUTES – October 21, 2013****Page 4**

- b. Accept the lowest responsive bid in the amount of \$177,000 from IBN Construction Inc. for the construction of the Lopez Adobe Ancillary Building and Landscaping Project and site; and
- c. Authorize the Interim City Manager to execute a Construction Contract with IBN Construction Inc. (Contract No. 1727) for the contract amount of \$177,000.

By consensus, the motion carried.

8) **CONSIDERATION TO AWARD CONTRACT NO. 1725 – 12900 DRONFIELD AVENUE SITE PREPARATION AND ELECTRICAL UPGRADES, PHASE B (NITRATE PROJECT)**

Interim Public Works Director Bob Dickey presented the staff report and replied to questions from Councilmembers.

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

- a. Accept the lowest responsive bid in the amount of \$415,300 from MS Navarro Engineering for the Site Preparation and Electrical Upgrades for 12900 Dronfield Avenue, Phase 1B in preparation of the activation of the Ion Exchange Nitrate Removal Unit;
- b. Authorize the Interim City Manager to execute Construction Contract No. 1725 with MS Navarro Engineering in an amount not to exceed \$456,830, which includes a 10% contingency; and
- c. Adopt Resolution No. 7567 amending Fiscal Year (FY) 2013-14 City budget to transfer \$116,830 from fund 70-384-0000-4260 (Contractual Services) to fund 70-384-0000-4600 (Capital Projects).

By consensus, the motion carried.

CITY COUNCIL ITEMS

8) **CONSIDERATION TO ADOPT RESOLUTION NO. 7569 TO SUPPORT SENATE BILL 405 (PADILLA) THAT WOULD PHASE OUT SINGLE-USE PLASTIC BAGS IN CALIFORNIA**

Mayor Lopez suggested providing a letter (there were no objections from Councilmembers).

SAN FERNANDO CITY COUNCIL**MINUTES – October 21, 2013****Page 5****GENERAL COUNCIL COMMENTS**

Councilmember Avila requested to adjourn the meeting in memory of Janice Boykin-Edwards who was an advocate for children.

Mayor Lopez also requested to adjourn the meeting in memory of long-time resident Vince Garcia's mother who also passed away.

Councilmember Gonzales thanked the speaker who talked about the ice cream truck issues and he thanked Interim City Manager Penman and staff for agendizing tough issues that must be addressed.

Councilmember Fajardo thanked the audience members and Recreation and Community Services Operations Manager Ismael Aguila for his work.

Mayor Pro Tem Ballin said that Council must make difficult choices and think about the sustainability of the City and she thanked Charles Leone for doing his due diligence.

Mayor Lopez thanked those that attended the CERT Training this past weekend and thanked his colleagues for making difficult decisions that need to be made. He also appointed himself and Councilmember Gonzales to an Ad Hoc Committee of the High Speed Rail.

STAFF COMMUNICATION

Per Mayor Lopez' request, Community Development Director Ramirez gave background information regarding the letter that was read earlier regarding chickens. He reported that a City compliance order was issued to the resident to correct a violation. Staff has worked with the individual and extended the compliance date to in order to allow him additional time to find an alternate location for the hens/chickens.

Council concurred that there are numerous priority items going on in the City and there is no need to spend additional staff/attorney time on this issue (staff is to follow up with the resident and may again extend the compliance date).

ADJOURNMENT (7:40 P.M.)

In closing, Mayor Lopez asked for a minute of silence in memory Janice Boykin-Edwards and Vince Garcia's mother.

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 21, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 30, 2013 – 5:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 5:09 p.m.

Present:

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

Staff: Interim City Manager Don Penman

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:10 P.M.)

By consensus, Councilmembers recessed to the following Closed Session:

- A) PUBLIC EMPLOYMENT (EMPLOYEE RECRUITMENT) G.C. §54957(b)(1)
Title of Position Under Consideration: City Manager

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – October 30, 2013**

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**B) CONFERENCE WITH LABOR NEGOTIATOR REGARDING UNREPRESENTED
EMPLOYEE G.C. §54957.6(a)**

City's Designated Representatives: Bob Murray and Mayor Antonio Lopez

Title of Position Subject to Negotiation: City Manager

REPORT OUT FROM CLOSED SESSION

No reportable action.

ADJOURNMENT (7:13 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 October 30, 2013 meeting
as approved by the San Fernando City Council.*

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 4, 2013 – 5:30 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 5:34 p.m.

Present:

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

Staff: Interim City Manager Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:35 P.M.)

By consensus, Councilmembers recessed to the following Closed Session:

- A) PUBLIC EMPLOYMENT (EMPLOYEE RECRUITMENT) G.C. §54957(b)(1)
Title of Position Under Consideration: City Manager

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – November 4, 2013
Page 2**

**B) CONFERENCE WITH LABOR NEGOTIATOR REGARDING UNREPRESENTED
EMPLOYEE G.C. §54957.6(a)**

City's Designated Representatives: Fred Freeman and Mayor Antonio Lopez

Title of Position Subject to Negotiation: City Manager

REPORT OUT FROM CLOSED SESSION

City Attorney Olivarez reported that the City Council received a briefing on both Items A and B from the City Manager; direction was given to the City Manager; no final action was taken; and there is nothing further to report.

ADJOURNMENT (6:05 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 November 4, 2013
meeting as approved by the San Fernando City Council.*

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 4, 2013 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 6:09 p.m.

Present:

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

Staff: Interim City Manager Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

John Blue talked about his concerns regarding ground water contamination.

Paula Hock, San Fernando Library, invited everyone to their upcoming event on November 16, 2013.

CONSENT CALENDAR

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to approve the following Consent Calendar Items:

SAN FERNANDO CITY COUNCIL**MINUTES – November 4, 2013****Page 2**

- 1) APPROVAL OF MINUTES OF:
 - a) MAY 6, 2013 – SPECIAL MEETING
 - b) MAY 6, 2013 – REGULAR MEETING
 - c) MAY 21, 2013 – SPECIAL MEETING
 - d) MAY 30, 2013 – SPECIAL MEETING
 - e) OCTOBER 21, 2013 (8:00 A.M.) – SPECIAL MEETING
 - f) OCTOBER 21, 2013 (5:00 P.M.) – SPECIAL MEETING
 - g) OCTOBER 28, 2013 – SPECIAL MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 13-111
- 3) PURCHASE OF ONE F-650 XL TRIM GASOLINE POWERED SIX-YARD DUMP TRUCK UNDER THE CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

By consensus, the motion carried.

NEW BUSINESS

- 4) CONSIDERATION TO APPROVE MISSION COMMUNITY HOSPITAL'S PROPOSED ASSIGNMENT AGREEMENT, PROPOSED LANDLORD WAIVER, AND CITY'S REQUEST FOR PROPOSED SECOND AMENDMENT TO LEASE

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

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

- a. Approve the Mission Community Hospital's Assignment Agreement authorizing assignment of lease from San Fernando Community Hospital, Inc. d/b/a Mission Community Hospital to Deanco Healthcare, LLC per City Contract No. 1485 as amended;
- b. Approve Second Amendment to Lease (Contract No. 1485(b) per City Contract No. 1485 as amended; and
- c. Approve Landlord Waiver.

By consensus, the motion carried.

- 5) CONSIDERATION TO ADOPT RESOLUTION NO. 7572 APPROVING REPAYMENT OF MISAPPLIED PENSION TAX OVERRIDE FUNDS PREVIOUSLY ALLOCATED TO COSTS BEYOND RETIREMENT FUND OBLIGATION

Interim City Manager Penman presented the staff report.

SAN FERNANDO CITY COUNCIL**MINUTES – November 4, 2013****Page 3**

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adopt Resolution No. 7572 approving a schedule for the repayment of Pension Tax Override funds previously allocated for retiree health insurance and a portion of the Los Angeles City Fire contract. By consensus, the motion carried.

6) **CONSIDERATION TO IMPLEMENT A PAPERLESS AGENDA SYSTEM FOR CITY COUNCIL/SUCCESSOR AGENCY MEETINGS**

Interim City Manager Penman presented the staff report and replied to questions from Councilmembers.

Discussion ensued and Councilmembers talked about various issues/concerns, including:

- Many cities are using and providing forms of paperless agenda reading devices for their Councilmembers.
- Would the iPads would be the property of the City.
- Possibly providing a stipend to staff and Councilmembers to purchase an iPad.
- Wi-Fi concerns.
- Continuing to provide paper packets for those who would like them.
- The City has no reserves and has not received the first payment regarding the Transaction & Use Tax.
- Bad perception and Measure A monies are supposed to be used for paying bills.
- Maybe holding this off until the next fiscal year.
- The timing is bad and employees are on furloughs and Council just reduced four full-time employees to part-time.
- Union negotiations are coming up.
- City has to still pay LA Fire for back services and Council just approved an item regarding the repayment of misapplied pension tax override funds.
- If the City expects Councilmembers to perform at their highest level they need up-to-date technology to do so.

Motion by Mayor Lopez, seconded by Councilmember Gonzales, that all Councilmembers and staff members receive up to \$600 stipend and allow for free Wi-Fi service through TimeWarner.

The motion carried with the following motion:

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

Staff will return with a budget resolution for Council adoption.

GENERAL COUNCIL COMMENTS

Councilmember Avila thanked the public for attending and suggested that Councilmembers communicate more with Commissioners.

SAN FERNANDO CITY COUNCIL**MINUTES – November 4, 2013****Page 4**

Councilmember Gonzales attended the Mobility 21 Conference and spoke with many people regarding the East San Fernando Valley Corridor and the High Speed Rail. He also thanked LA Fire Department for their hazmat response and CERT training.

Mayor Pro Tem Ballin: 1) reported that she and Education Commissioner Ballin are also CERT trained; 2) Per her request, Interim City Manager Penman gave an update regarding the latest SCAG meeting and their vote against making changes to District 67; 3) complimented Recreation and Community Services Operations Manager Ismael Aguila on the recent health fair and all the care providers that showed up; 4) asked if there is a way have a workshop in San Fernando regarding ObamaCare; and 5) mentioned her concerns regarding the one-way alley behind City Hall and many people that still go the wrong way.

Mayor Lopez also met with individuals at the Mobility 21 Conference and talked about holding a meeting with Metro staff soon.

STAFF COMMUNICATION

Interim City Manager Penman reported that the next City Council meeting on November 18, 2013, will have a big agenda.

ADJOURNMENT (7:01 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 4, 2013 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: November 18, 2013

SUBJECT: Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution (Attachment “A”) approving the Warrant Register.

BACKGROUND:

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

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

ATTACHMENT:

A. Warrant Register Resolution

ATTACHMENT "A"**RESOLUTION NO. 13-1102****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-1102****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 18th day of November, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of November 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

Vchlist

11/13/2013 11:44:00AM

Voucher List

CITY OF SAN FERNANDO

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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103944	11/18/2013	100070 ADVANCED ELECTRONICS INC.	0130819-IN	11012	COMPUTER MAINTENANCE	
			0130820-IN		001-222-0000-4260	2,724.56
				11005	COMPUTER MAINTENANCE	
					001-222-0000-4260	3,648.00
					Total :	6,372.56
103945	11/18/2013	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES	
					001-140-0000-4220	5.40
					001-150-0000-4220	31.05
			561407019		CITY YARD CELL PHONE & USB MODEM	
					070-384-0000-4220	57.20
					001-390-0000-4220	5.55
					001-320-0000-4220	5.55
					072-360-0000-4220	0.91
			660629692		VARIOUS CELL PHONES	
					001-106-0000-4220	36.23
					070-384-0000-4220	23.81
			870422920		PD CELL PHONES AND MDT MODEMS	
					001-222-0000-4220	942.07
					001-105-0000-4220	32.44
					001-152-0000-4220	114.03
					Total :	1,254.24
103946	11/18/2013	100143 ALONSO, SERGIO	OCT 2013		MARIACHI MASTER APPRENTICE PROGRAM	
					010-424-3631-4260	950.00
					Total :	950.00
103947	11/18/2013	100405 BONANZA CONCRETE, INC.	42652		CONCRETE SIDEWALK REPAIR - 1017 I	
					001-311-0301-4300	456.62
			42732		CONCRETE SIDEWALK - 957 FIFTH ST	
					015-310-0866-4600	529.16
					Total :	985.78
103948	11/18/2013	100713 CITY OF GLENDALE	GLN0000005646		WATERMASTER COST SHARE AGREEMENT	
					070-381-0000-4260	2,357.14

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vchlist

11/13/2013 11:44:00AM

Voucher List

CITY OF SAN FERNANDO

Page:

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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103948	11/18/2013	100713 CITY OF GLENDALE	(Continued)		Total :	2,357.14
103949	11/18/2013	100731 CITY OF LOS ANGELES	74WP140000005		O & M PORTION OF ASSSC - NOV 2013	
					072-360-0000-4600	150,667.00
			74WP140000006		CAPITAL PORTION OF ASSSC. - NOV 2013	
					072-360-0000-4260	104,537.00
					Total :	255,204.00
103950	11/18/2013	100747 COASTLINE EQUIPMENT	156764		SKY HOOK FOR NEW 310SK BACKHOE	
					070-383-0000-4300	174.00
			156924	11024	JOHN DEERE 310SK BACKHOE	
					070-383-0000-4500	91,674.09
					070-383-0000-4500	8,250.67
					Total :	100,098.76
103951	11/18/2013	100805 COOPER HARDWARE INC.	90096		WHITE USA MARKING PAINT & DUCT TAPE	
					001-311-0301-4300	67.27
					Total :	67.27
103952	11/18/2013	100859 CROWN DISPOSAL	0000595779		HAULING FEES - OCT 2013	
					073-350-0000-4260	65,992.13
					Total :	65,992.13
103953	11/18/2013	101089 ESCOBAR, MARCO	103013-1		L P SENIOR PETTY CASH REIMB.	
					004-2380	66.54
			103013-2		L P SENIOR PETTY CASH REIMB.	
					004-2380	84.78
			103013-3		L P SENIOR PETTY CASH REIMB.	
					004-2380	87.87
					Total :	239.19
103954	11/18/2013	101302 VERIZON	8183616728		ENGINEERING FAX LINE	
					001-310-0000-4220	20.43
			8183655097		PD NARCOTICS VAULT	
					001-222-0000-4220	25.61
			8188371509		ANIMAL CONTROL & PW PHONE LINE	
					001-190-0000-4220	44.27
			8188384969		PD ALARM PANEL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103954	11/18/2013	101302 VERIZON	(Continued)			
			8188981027		001-222-0000-4220	92.04
					POOL FACILITY PHONE LINES	
					001-430-0000-4220	143.90
					Total :	326.25
103955	11/18/2013	101376 GRAINGER, INC.	9274266544		US FLAG FOR REC PARK	
					001-390-0410-4300	39.61
					001-390-0460-4300	39.62
					001-390-0310-4300	39.62
					001-390-0222-4300	39.62
			9274382184		SMALL TOOLS	
					001-390-0410-4340	75.57
			9274893016		REFLECTIVE TOW STRAP FOR MAINT	
					001-390-0410-4300	20.74
			9275229434		GUM REMOVER BLADES @ LP PARK	
					001-390-0460-4300	21.64
			9275524149		REPL LIGHTS FOR LP PARK	
					001-390-0460-4300	90.94
			9276790095		TRAFFIC SIGNS FOR REC PARK DRIVE	
					001-390-0410-4300	74.46
					Total :	441.82
103956	11/18/2013	101434 GUZMAN, JESUS ALBERTO	OCT 2013		MARIACHI MASTER APPRENTICE PRO	
					108-424-3657-4260	1,500.00
					004-2360	1,000.00
					Total :	2,500.00
103957	11/18/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	2097077		SMALL TOOLS	
					001-390-0410-4340	61.78
			2097079		SUPPLIES FOR 501 FIRST TIMECLOCK	
					001-390-0450-4300	35.52
			2270641		SMALL TOOLS	
					001-320-0000-4340	379.77
			4583619		LIGHT SENSOR @ REC PARK	
					001-390-0410-4300	43.74
			4583621		CITY HALL PLAQUE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103957	11/18/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
			4583623		001-390-0310-4300 CONCRETE	31.66
			7191962		001-430-0000-4300 RETURNED - SMALL TOOLS	25.22
			7564886		001-320-0000-4340 DEWALT COMBO KIT	-305.51
			8024599		001-320-0000-4340 TORCH HEAD, MESH CLOTH, IRRIG FI	292.37
					070-383-0301-4300	112.93
					Total :	677.48
103958	11/18/2013	101599 IMAGE 2000 CORPORATION	VN342487		RISO/RZ220 CONTRACT BASE RATE CI	
					001-420-0000-4260	38.34
					Total :	38.34
103959	11/18/2013	101647 INTERSTATE BATTERY	30574639		BATTERIES FOR FLEET EQUIP	
					001-1215	26.35
					Total :	26.35
103960	11/18/2013	101649 INTER-VALLEY POOL SUPPLY, INC	58533		POOL CHEMICALS	
			58944		001-430-0000-4300 POOL CHEMICALS	1,765.42
					001-430-0000-4300	194.51
					Total :	1,959.93
103961	11/18/2013	101768 KIMBALL-MIDWEST	3230641		MISC NUTS, RIVITS & HARDWARE	
					001-1215	131.45
					Total :	131.45
103962	11/18/2013	101957 CITY OF LOS ANGELES	38SF140000006		FIRE/AMBULANCE SERVICES FOR NO\	
					001-500-0000-4260	234,082.34
					Total :	234,082.34
103963	11/18/2013	102226 MISSION LINEN & UNIFORM	140100342		LAUNDRY	
			140100988		001-225-0000-4350 LAUNDRY	53.97

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Voucher	Date	Vendor	Amount
103976	11/18/2013	103184 SMART & FINAL	154117
			155473
			61.24
			187.48
			635.68
103977	11/18/2013	103202 SOUTHERN CALIFORNIA EDISON CO.	102913
			103013
			103113
			110113
			110213
			103978
			103979

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103979	11/18/2013	103738 YOSEF AMZALAG SUPPLY	(Continued)			
			12072441		001-390-0460-4300	163.02
					REC PARK INFIELD SPRINKLER VALVE	
					001-390-0410-4300	71.62
					Total :	353.48
103980	11/18/2013	103752 ZUMAR INDUSTRIES, INC.	0148714		STREET SWEEPING SIGN REPLACEME	
					001-370-0301-4300	376.74
					Total :	376.74
103981	11/18/2013	103793 CALIFORNIA SOCIETY OF	FY 2014		2014 ANNUAL MEMBERSHIP DUES	
					001-130-0000-4380	220.00
					Total :	220.00
103982	11/18/2013	103851 EVERSOF, INC.	R1277361		SOFTNER - WELL 2A	
					070-384-0000-4260	2.62
					Total :	2.62
103983	11/18/2013	103856 FLAGS USA INC.	56503		3X5 NYLON STANDARD USA FLAG	
					011-311-7510-4300	256.52
					Total :	256.52
103984	11/18/2013	103903 TIME WARNER CABLE	8448200540010328		CABLE - 11/05/13 - 12/04/13	
					001-190-0000-4220	61.03
			8448200540010518		CABLE 10/29-11/28 - REC PARK	
					001-420-0000-4260	180.20
					Total :	241.23
103985	11/18/2013	103948 CDW GOVERNMENT, INC.	FL88246		BATTERY FOR LAPTOP	
					070-381-0000-4320	94.55
					Total :	94.55
103986	11/18/2013	887486 THE FABULOUS PALM SPRINGS, FOLLIES	102213		LP CLUB TRIP - PALM SPRING FOLLIES	
					004-2380	260.00
					Total :	260.00
103987	11/18/2013	887847 ADAMSON POLICE PRODUCTS	INV118617		PEPPER SPRAY	
					001-222-0000-4300	526.49

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11/13/2013 11:44:00AM		CITY OF SAN FERNANDO	
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Voucher	Date	Vendor	Amount
103987	11/18/2013	887847 887847 ADAMSON POLICE PRODUCTS (Continued)	Total : 526.49
103988	11/18/2013	888075 DATAMATIC, LTD. CA-0000025043	326.51
			Total : 326.51
103989	11/18/2013	888100 THE LIGHT HOUSE 0918715	505.82
			Total : 505.82
103990	11/18/2013	888242 MCI COMM SERVICE 7DK54968	31.61
			Total : 31.61
103991	11/18/2013	888531 BIG RED PLUMBING SUPPLY, INC. 82675	77.62
			Total : 77.62
103992	11/18/2013	888614 A & M CATERING LLC 1352	4,708.80
			Total : 4,708.80
103993	11/18/2013	888629 SPARKLETTES 13088020101913	85.10
			Total : 85.10
103994	11/18/2013	888646 HD SUPPLY WATER WORKS, LTD B594131	-149.58
		B605650	1,122.73
		B645131	735.90
			Total : 1,709.05
103995	11/18/2013	888800 BUSINESS CARD 102813	100.00
			Total : 100.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103996	11/18/2013	888869 MUNITEMPS STAFFING	124138		TEMPORARY STAFFING - INTERIM FIN/001-130-0000-4112	6,120.00
					Total :	6,120.00
103997	11/18/2013	888951 DOMINGUEZ, WALTER	REIMB		REIMB. FOR PURCHASE OF K-9 EQUIP001-225-0000-4300	54.60
					Total :	54.60
103998	11/18/2013	889037 AT&T MOBILITY	875587443		MODEM FOR MESSAGE BOARD001-310-0000-4220	62.27
					Total :	62.27
103999	11/18/2013	889355 OLIVAS, FRED	914002		SENIOR CLUB - DEPOSIT FOR XMAS D004-2380	500.00
					Total :	500.00
104000	11/18/2013	889503 JTB SUPPLY COMPANY, INC.	96792		PEDESTRIAN L.E.D. MODULES001-371-0301-4300	681.25
					Total :	681.25
104001	11/18/2013	889532 GILMORE, REVA A.	10/19/13 - 11/01/13		FOOD SERVICE MANAGER010-422-3750-4270	630.50
					010-422-3752-4270	91.00
					Total :	721.50
104002	11/18/2013	889533 MARTINEZ, ANITA	10/19/13 - 11/01/13		ASSISTANT FOOD MANAGER010-422-3750-4270	177.00
					Total :	177.00
104003	11/18/2013	889534 RAMIREZ, FRANCISCO	10/19/13 - 11/01/13		HDM DRIVER010-422-3752-4270	177.00
					010-422-3752-4390	52.00
					Total :	229.00
104004	11/18/2013	889535 GOMEZ, GILBERT	10/19/13 - 11/01/13		HDM DRIVER010-422-3752-4270	141.60
					010-422-3752-4390	45.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104004	11/18/2013	889535 889535 GOMEZ, GILBERT	(Continued)			Total : 187.36
104005	11/18/2013	889592 CUELLAR, JIMMY KYLE	OCT 2013		MARIACHI MASTER APPRENTICE PRO 010-424-3631-4260	350.00 Total : 350.00
104006	11/18/2013	889602 RESPOND SYSTEMS	95148 95178		SAFETY GLOVES, EAR PLUGS & CAUT 070-384-0301-4300 FIRST AID SUPPLIES 001-430-0000-4300	93.41 162.96 Total : 256.37
104007	11/18/2013	889611 MORRISON MANAGEMENT SPECIALIST	188452013103101		LP SENIOR MEALS - OCT 2013 010-422-3750-4260 010-422-3752-4260	4,545.00 3,285.00 Total : 7,830.00
104008	11/18/2013	889627 VERIZON CONFERENCING	01-0068037213-64921		CONFERENCE CALL 10/15/13 001-190-0000-4220	1.91 Total : 1.91
104009	11/18/2013	889680 JIMENEZ LOPEZ, JUAN MANUEL	OCT 2013		MARIACHI MASTER APPRENTICE PRO 010-424-3631-4260	750.00 Total : 750.00
104010	11/18/2013	889681 VILLALPANDO, MARIA	10/19/13 - 11/01/13		FOOD SERVICE WORKER 010-422-3750-4270 010-422-3752-4270	221.25 44.25 Total : 265.50
104011	11/18/2013	889871 EXOVA INC.	149534		CHROMIUM, HEX CHROMIUM & COURI 070-384-0000-4260	2,800.00 Total : 2,800.00
104012	11/18/2013	889913 BALLIN, SYLVIA	JULY - NOV 2013		CELL PHONE USAGE REIMB - JULY-NO 001-101-0101-4220	300.00 Total : 300.00
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104013	11/18/2013	890004 PACIFIC TELEMANAGEMENT SERVICE	586559		PD PAY PHONE - DEC 2013 001-190-0000-4220	62.64 Total : 62.64
104014	11/18/2013	890010 TOTAL PRINTING SUPPLIES	13111 13112		TONER 001-222-0000-4300 TONER 001-222-0000-4300	109.00 59.95 Total : 168.95
104015	11/18/2013	890095 O'REILLY AUTO PARTS	2665-400723		SEAT COVER - PW2073 001-320-0371-4400	43.59 Total : 43.59
104016	11/18/2013	890104 ABBA TERMITE & PEST CONTROL	22076		BEE TREATMENT @ 1535 PICO 001-346-0000-4260	95.00 Total : 95.00
104017	11/18/2013	890109 SUPERMEDIA LLC	490003218406		DOMAIN REGISTRATION & E-MAIL HOS 001-190-0000-4220	50.95 Total : 50.95
104018	11/18/2013	890411 ARC	7204456		COPIES OF PLANS FOR SIGN INSTALL 001-310-0000-4300	497.37 Total : 497.37
104019	11/18/2013	890546 BARAJAS, CRYSTAL	OCT 2013		MARIACHI MASTER APPRENTICE PRO 004-2360	180.00 Total : 180.00
104020	11/18/2013	890740 MORAN, STEPHANIE	10/14/13 - 11/04/13		WATER EXERCISE INSTRUCTOR 017-420-1337-4260	400.00 Total : 400.00
104021	11/18/2013	890817 THE WALKING MAN, INC.	E4948		DISTRIBUTION OF FLYERS & POLY BA 001-420-0000-4260	925.00 Total : 925.00
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104022	11/18/2013	890879 EUROFINS EATON ANALYTICAL, INC	L0139595		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	139.60	
			L0140323		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	139.60	
			L0140524		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	139.60	
			L0140526		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	24.00	
			L0140560		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	164.00	
			L0140947		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	24.00	
			L0141153		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	960.00	
			L0141160		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	139.60	
			L0141361		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	264.60	
			L0141364		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	139.60	
			L0141369		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	139.60	
			L0141682		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	225.00	
			L0141683		WATER ANALYSIS FOLDERS - OCT 201		
					070-384-0000-4260	164.00	
Total :						2,663.20	
104023	11/18/2013	890963 COMMERCIAL AQUATIC SERVICE INC	113-2600		POOL HEATER PUMP REPLACED		
					001-430-0000-4330	1,190.33	
Total :						1,190.33	
104024	11/18/2013	890970 WEX BANK	34725439		FUEL FOR FLEET		
					001-320-0222-4402	214.26	
					001-320-0225-4402	4,212.30	
					001-320-0226-4402	2.00	
						826.93	

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104024	11/18/2013	890970 WEX BANK	(Continued)		001-320-0311-4402	1,073.84	
					001-320-0312-4402	513.15	
					001-320-0320-4402	112.29	
					001-320-0346-4402	101.99	
					001-320-0370-4402	400.91	
					001-320-0371-4402	178.39	
					001-320-0390-4402	1,274.35	
					001-320-0420-4402	4.00	
					007-313-3630-4402	2,086.84	
					027-344-0000-4402	114.00	
					029-335-0000-4402	137.23	
					070-381-0000-4402	24.50	
					070-382-0000-4402	232.94	
					070-383-0000-4402	734.31	
					070-384-0000-4402	385.14	
					072-360-0000-4402	352.64	
					073-350-0000-4402	2.00	
					001-320-0152-4402	401.52	
					001-320-0221-4402	64.01	
					001-320-0224-4402	1,213.19	
Total :						14,662.73	
104025	11/18/2013	891063 ONYX ARCHITECTS, INC	20164		LOPEZ ADOBE ANCILLARY BUILDING	763.14	
					001-140-0000-4270		
			20165		LOPEZ ADOBE ELECTRICAL		
						131.10	
Total :						894.24	
104026	11/18/2013	891120 VERONICA TAM	1730	11039	HOUSING ELEMENT CONSULTANT	7,043.00	
					001-150-0000-4270	7,043.00	
Total :						7,043.00	
104027	11/18/2013	891141 OLIVAREZ MADRUGA, P.C.	11932		LEGAL SERVICES	17,129.52	
					001-110-0000-4270	20.00	
					070-110-0000-4270	120.00	
					073-110-0000-4270		

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Bank code : bank			
Voucher	Date	Vendor	Amount
104027	11/18/2013	891141 891141 OLIVAREZ MADRUGA, P.C.	(Continued)
104028	11/18/2013	891209 AUTONATION SSC	185101
			MOTOR SUPPORT - PD8863
			001-320-0000-4400
			86.82
			Total : 86.82
104029	11/18/2013	891242 LNI CUSTOM MANUFACTURING INC	66582
			11027
			11027
			MANUFACTURING OF WAYFINDING SIG
			011-311-7105-4600
			35,107.49
			105-346-0880-4600
			46.00
			Total : 35,153.49
104030	11/18/2013	891253 SAN FERNANDO SMOG TEST ONLY	3268
			SMOG TEST
			001-320-0000-4260
			50.00
			Total : 50.00
104031	11/18/2013	891307 GREENFIX AMERICA, LLC	4631
			REPL 4TH STAGE VALVE ASSY WITH C
			001-320-3661-4400
			2,185.54
			Total : 2,185.54
104032	11/18/2013	891317 PCI	15931
			REFRESH RR ADVANCE WARNING MAI
			001-370-0000-4600
			1,800.00
			Total : 1,800.00
104033	11/18/2013	891318 CASTELLANOS, MARIA	2000800168
			FACILITY RENTAL REFUND
			001-3777-0000
			100.00
			Total : 100.00
104034	11/18/2013	891319 FONSECA, MANUEL	OCT 2013
			MARIACHI MASTER APPRENTICE PRO
			108-424-3657-4260
			400.00
			004-2360
			450.00
			Total : 850.00
104035	11/18/2013	891320 CASTILLON, JUDITH	2000080.001
			FOLKLORICO DANCE REFUND
			017-3770-1362
			45.00
			Total : 45.00
104036	11/18/2013	891321 VAZQUEZ, BERTHA	558620
			SENIOR TRIP CANCELLATION REFUND
			004-2380
			70.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104036	11/18/2013	891321 891321 VAZQUEZ, BERTHA	(Continued)		Total :	70.00
104037	11/18/2013	891322 SANCHEZ, ARTURO M.	632840749149		REIMB. FOR CITY MANAGER CANDIDA'	127.37
			ZC57FX		001-105-0000-4370	298.80
					REIMB. FOR CITY MANAGER CANDIDA'	426.17
					001-105-0000-4370	
104038	11/18/2013	891323 BAUTISTA, RENEE	BS1302945-BS1302948		REFUND-BUILDING PERMITS RE: 1019	
					001-3719-0154	42.50
					001-3320-0000	840.20
					Total :	882.70
104039	11/18/2013	891324 VERGARA, EDGAR	00647		COURT COMMITMENT REFUND	
					001-3780-0000	100.00
					Total :	100.00
104040	11/18/2013	891325 BRECKNER, JOE	37-3715-06		WATER ACCT REFUND - 1019 KEWEN	
					070-2010	15.18
					Total :	15.18
104041	11/18/2013	891326 LOMELI, GUSTAVO	35-2300-02		WATER ACCT REFUND - 1423 TRUMAN	
					070-2010	38.45
					Total :	38.45
104042	11/18/2013	891327 GARCIA, JUAN CARLOS	56-1440-08		WATER ACCT REFUND - 663 FIFTH	
					070-2010	51.83
					Total :	51.83
99 Vouchers for bank code : bank					Bank total :	837,659.69
99 Vouchers in this report					Total vouchers :	837,659.69

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

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10/03/2013 9:38:03AM		CITY OF SAN FERNANDO	
Bank code : bank			
Voucher	Date	Vendor	Amount
103575	10/2/2013	100306 BARNARD, LARRY	11.80
OCTOBER 2013			11.80
CALPERS HEALTH INS REIMB RETIREME			11.80
001-180-0000-4127			11.80
Total :			11.80
103576	10/2/2013	100642 CASTRO, RICO	1,100.19
OCTOBER 2013			1,100.19
CALPERS HEALTH INS REIMB RETIREME			1,100.19
001-180-0000-4127			1,100.19
Total :			1,100.19
103577	10/2/2013	100913 DECKER, CATHERINE	218.22
OCTOBER 2013			218.22
CALPERS HEALTH INS REIMB RETIREME			218.22
070-180-0000-4127			218.22
Total :			218.22
103578	10/2/2013	100916 DEIBEL, PAUL	532.26
OCTOBER 2013			532.26
CALPERS HEALTH INS REIMB RETIREME			532.26
001-180-0000-4127			532.26
Total :			532.26
103579	10/2/2013	100995 DRAKE, MICHAEL	54.55
OCTOBER 2013			54.55
CALPERS HEALTH INS REIMB RETIREME			54.55
070-180-0000-4127			54.55
072-180-0000-4127			54.55
Total :			109.11
103580	10/2/2013	100996 DRAKE, JOYCE	693.92
OCTOBER 2013			693.92
CALPERS HEALTH INS REIMB RETIREME			693.92
001-180-0000-4127			693.92
Total :			693.92
103581	10/2/2013	101466 HARVEY, DEVERY MICHAEL	2.05
OCTOBER 2013			2.05
CALPERS HEALTH INS REIMB RETIREME			2.05
001-180-0000-4127			2.05
Total :			2.05
103582	10/2/2013	101538 HOUGH, RAY	803.03
OCTOBER 2013			803.03
CALPERS HEALTH INS REIMB RETIREME			803.03
001-180-0000-4127			803.03
Total :			803.03
103583	10/2/2013	101597 IBRAHIM, SAMIR	54.10
OCTOBER 2013			54.10
CALPERS HEALTH INS REIMB RETIREME			54.10
001-180-0000-4127			54.10
Total :			54.10

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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103584	10/2/2013	101926 LILES, RICHARD	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					070-180-0000-4127	223.46
					072-180-0000-4127	223.46
					Total :	446.92
103585	10/2/2013	101933 LITTLEFIELD, LESLEY	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	218.22
					Total :	218.22
103586	10/2/2013	102206 MILLER, WILMA	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					Total :	109.11
103587	10/2/2013	102232 MIURA, HOWARD	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	218.22
					Total :	218.22
103588	10/2/2013	102473 ORDELHEIDE, ROBERT	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	1,100.19
					Total :	1,100.19
103589	10/2/2013	102864 RIVETTI, DOMINICK	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	132.93
					Total :	132.93
103590	10/2/2013	103175 SKOBIN, ROMELIA	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	26.50
					Total :	26.50
103591	10/2/2013	103394 TORRES, RACHEL	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					Total :	109.11
103592	10/2/2013	103643 WEDDING, JERRY	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	218.22
					Total :	218.22
103593	10/2/2013	103727 WYSBEEK, DOUDE	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103593	10/2/2013	103727 WYSBEEK, DOUDE	(Continued)		001-180-0000-4127	109.11
					Total :	109.11
103594	10/2/2013	103737 YNIGUEZ, LEONARD	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	532.26
					Total :	532.26
103595	10/2/2013	889063 AGORICHAS, JOHN	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					070-180-0000-4127	64.42
					Total :	64.42
103596	10/2/2013	891010 MAERTZ, ALVIN	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	335.15
					Total :	335.15
103597	10/2/2013	891011 APODACA-GRASS, ROBERTA	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	218.22
					Total :	218.22
103598	10/2/2013	891013 BRUNWIN, HERBERT	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					Total :	109.11
103599	10/2/2013	891014 CREEKMORE, CASIMIRA	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					Total :	109.11
103600	10/2/2013	891016 DEATON, MARK	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					070-180-0000-4127	446.92
					Total :	446.92
103601	10/2/2013	891017 ELDRIDGE, WANDA	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					Total :	109.11
103602	10/2/2013	891018 FLETCHER, HUBERT	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	218.22

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103602	10/2/2013	891018 891018 FLETCHER, HUBERT	(Continued)		Total :	218.22
103603	10/2/2013	891020 GLASGOW, ROBERT	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	92.26
					Total :	92.26
103604	10/2/2013	891021 GUIZA, JENNIE	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					Total :	109.11
103605	10/2/2013	891023 HATFIELD, JAMES	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	89.38
					Total :	89.38
103606	10/2/2013	891024 HOOKER, RAYMOND	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	366.44
					Total :	366.44
103607	10/2/2013	891027 LOCKETT, JOANN	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					Total :	109.11
103608	10/2/2013	891028 MANTHEY, DONALD	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	532.26
					Total :	532.26
103609	10/2/2013	891029 MARTIN, THERESE	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					Total :	109.11
103610	10/2/2013	891031 ORTEGA, JIMMIE	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	218.22
					Total :	218.22
103611	10/2/2013	891032 OTREMB, EUGENE	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	89.38
					Total :	89.38

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103612	10/2/2013	891034 RAMSEY, JAMES	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	1,274.42 Total : 1,274.42
103613	10/2/2013	891035 SHERWOOD, NINA	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	44.69 Total : 44.69
103614	10/2/2013	891036 WATT, DAVID	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	218.22 Total : 218.22
103615	10/2/2013	891037 WEBB, NANCY	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	637.21 Total : 637.21
103616	10/2/2013	891038 WAITE, CURTIS	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	952.74 Total : 952.74
103617	10/2/2013	891039 AGUILAR, JESUS	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	54.10 Total : 54.10
103618	10/2/2013	891040 FISHKIN, RIVIAN	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	54.10 Total : 54.10
103619	10/2/2013	891041 GARCIA, CONNIE	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	27.05 Total : 27.05
103620	10/2/2013	891042 KNIGHT, PAUL	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	92.30 Total : 92.30
103621	10/2/2013	891043 LIEBERMAN, LEONARD	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	27.05

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103621	10/2/2013	891043 891043 LIEBERMAN, LEONARD	(Continued)			Total : 27.05
103622	10/2/2013	891044 RUSSUM, LINDA	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	54.10 Total : 54.10
103623	10/2/2013	891045 TIGHE, HAROLD	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 070-180-0000-4127 072-180-0000-4127	27.05 27.05 Total : 54.10
103624	10/2/2013	891046 VANAALST, LEONILDA	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 070-180-0000-4127	27.05 Total : 27.05
103625	10/2/2013	891047 WATTS, HERBERT	OCTOBER 2013		CALPERS HEALTH INS REIMB RETIREI 070-180-0000-4127 072-180-0000-4127 073-180-0000-4127	9.02 9.02 9.01 Total : 27.05
51 Vouchers for bank code : bank					Bank total :	13,615.18
51 Vouchers in this report					Total vouchers :	13,615.18

Voucher Registers are not final until approved by Council.

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CITY OF SAN FERNANDO

Bank code : bank

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

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PUBLIC WORKS DEPARTMENT**MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager
By: Robert T. Dickey, Interim Public Works Director

DATE: November 18, 2013

SUBJECT: Notice of Completion for Water Mains Installation Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the improvements as constructed by Vasily Company, Inc. and consider the work complete;
- b. Authorize the Interim City Manager and the City Clerk to sign and file the Notice of Completion (Attachment "A") with the Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the 10% retention amount after the 35-day lien period from the date the Notice of Completion is recorded.

BACKGROUND:

1. On May 9, 2013, the City Clerk received and opened eight bids for construction of these improvements. Staff analyzed all bids and determined the bid from Vasily Company, Inc. to be the lowest responsive bid.
2. On June 17, 2013, the City Council awarded a contract (Contract No. 1713) to Vasily Company, Inc. (Contractor) in the amount of \$405,495 and authorized the Interim City Manager to approve change orders not to exceed 10% of contract amount.
3. On July 3, 2013, a Notice to Proceed was issued to the Contractor.
4. On October 31, 2013, work was completed by the Contractor.

Notice of Completion for Water Mains Installation Project

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ANALYSIS:

This project replaced 2,625 lineal feet of six-inch line with new ductile iron eighth-inch line on the 900 block of Macneil Street, Lucas Street between North Maclay Avenue and North Brand Boulevard, Alexander Street between Glenoaks Boulevard and Lucas Street, Huntington Street between Fourth Street and Library Street, Knox Street at Hubbard Avenue; and Chivers Street at Hubbard Avenue. The upsized line provides more capacity and meets fire flow needs. These lines were over 30 years old and had recurring water main leaks.

This project was the first water improvement project completed since the rate increase was approved on April 16, 2012. Staff will be focusing on the activation of the Nitrate Treatment Unit (12900 Dronfield Avenue, Sylmar) during Fiscal Year 2013-2014. The next water improvement project will be proposed for budget consideration in Fiscal Year 2014-2015.

CONCLUSION:

The Water Mains Installation project is now complete. All work has been completed to staff satisfaction and is in conformance with the approved plans and specifications. Project acceptance and filing the Notice of Completion allows for the project to be filed and closed out.

BUDGET IMPACT:

The total project cost was \$429,566.22 which is less than the total approved project cost of \$446,045, bid plus contingency.

ATTACHMENT:

A. Notice of Completion

EXEMPT FROM RECORDING FEES PER GOVT
CODE SECTION 6103

ATTACHMENT "A"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of San Fernando

Elena G. Chávez, City Clerk
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. **NOTICE IS HEREBY GIVEN THAT:** work on the subject project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Contract #1713, Job No. 7581, Water Main Installation
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: 900 block of Macneil Street, Lucas Street between North Maclay Avenue and North Brand Boulevard, Alexander Street between Glenoaks Boulevard and Lucas Street, Huntington Street between Fourth Street and Library Street, Knox Street at Hubbard Avenue; and Chivers Street at Hubbard Avenue.
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on October 31, 2013
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** Vasily Company, Inc., 9843 Rancho Caballo Drive, Shadow Hills, CA 91040
8. **DECLARATION:** I, Don Penman, duly appointed Interim City Manager of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Don Penman, Interim City Manager
City of San Fernando, California
(City Seal)

Date

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES SS.

Subscribed and sworn to (or affirmed) before me on this _____, by Don Penman, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Elena G. Chávez, Notary Public

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager
By: Robert T. Dickey, Interim Public Works Director

DATE: November 18, 2013

SUBJECT: Consideration to Adopt Resolution No. 7571 for a Title VI Plan for the City of San Fernando

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7571 (Attachment "A") authorizing and adopting the Plan associated with the Federal Transit Administration Title VI Program; and
- b. Direct the Interim City Manager to implement the Title VI Plan.

BACKGROUND:

1. On May 28, 2013, the City was notified by Los Angeles Metropolitan Transportation Authority (LAMTA) regarding the new Federal Title VI requirements for grant sub-recipients. The new requirements mandate all agencies receiving federal grant funds to have a Title VI Plan in place.
2. On August 28, 2013, City staff interviewed Dan Boyle and Associates and Sullivan International, Inc. regarding their experience with developing a Title VI Plan for cities.
3. On September 16, 2013, the City contracted with Sullivan International, Inc. to establish a Title VI Plan.
4. On October 8, 2013, Sullivan International, Inc. met with Department Heads to kick-off the process for developing a Title VI Plan.

ANALYSIS:

Title VI of the Civil Rights Act of 1964 is a Federal law that prohibits recipients and sub-recipients of Federal financial assistance (e.g., states, local governments, and transit providers)

Consideration to Adopt Resolution No. 7571 for a Title VI Plan for the City of San Fernando
Page 2

from discriminating on the basis of race, color, or national origin in their programs or activities, and it obligates Federal funding agencies to enforce compliance.

Under Title VI, the Department of Transportation (DOT) has the responsibility to provide oversight of recipients and to enforce compliance with Title VI, to ensure recipients do not use DOT funds to subsidize discrimination based on race, color, or national origin.

As a sub-recipient of FTA funds, the City of San Fernando is required to prepare a Title VI Plan (Per the Federal Transit Administration's Title VI Circular 4702.1B, dated October 1, 2012) that includes:

- The Title VI Notice to the Public;
- Instructions to the public regarding how to file a Title VI complaint;
- A list of public-transportation-related Title VI investigations, complaints, or lawsuits;
- A public participation plan, including a targeted outreach plan to Title VI populations and a summary of recent outreach efforts;
- A language assistance plan based on the Limited English Proficiency analysis;
- Information regarding the racial breakdown of transit-related policy boards or committees;
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program;
- Ensure the required Disadvantaged Business Enterprise (DBE) assurance language at 49 CFR 26.13 (a) and (b) reads verbatim in all financial agreements, contracts, and subcontracts.

BUDGET IMPACT:

There is no impact to the General Fund. Approval of this report is needed so the City can continue to use FTA 5309 funds for Public Works projects.

CONCLUSION:

Staff recommends adopting Resolution No. 7571 and authorizing the implementation of the Title VI Plan.

ATTACHMENT:

A. Resolution No. 7571

ATTACHMENT “A”**RESOLUTION NO. 7571****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AUTHORIZING AND
ADOPTING THE PLAN ASSOCIATED WITH THE FEDERAL
TRANSIT ADMINISTRATION (FTA) TITLE VI PROGRAM**

WHEREAS, the City of San Fernando is a recipient of Federal revenues and is required to meet federal regulatory requirements for the Title VI, established by 49 C.F.R. part 21.7; and

WHEREAS, the Federal Transit Administration (FTA) requested that the City provide a Title VI Program plan that ensures that no person or group of persons on the basis of race, color, or national origin is subjected to discrimination in the level and quality of transportation services and benefits and that steps are taken to ensure that persons with Limited English Proficiency are provided these rights; and

WHEREAS, the City has prepared a plan which provides for the collection of data regarding persons most impacted by City projects; establishes a complaint process for those believed to be discriminated against under provisions of Title VI; ensures enhanced public outreach of Title VI provisions and procedures; ensures monitoring and compliance of Title VI requirements; and requires updates to the Title VI Plan every three (3) years;

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

Section 1. Authorize the adoption of Title VI Plan (Exhibit “A”); and

Section 2. Direct the City Manager to implement the Title VI Plan

PASSED, APPROVED, AND ADOPTED this 18th day of November, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of November 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"



City of San Fernando
Title VI Plan
November 18, 2013

City of San Fernando Title VI Plan

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City of San Fernando Title VI Plan

Sub-Recipient Name: City of San Fernando

I. Policy Statement

TITLE VI POLICY STATEMENT

It is the policy of the City of San Fernando to ensure compliance with Title VI of the Civil Rights Act of 1964, as amended; 42 USC 2000(d); related statutes and regulations to the end that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.

The City of San Fernando strictly forbids and will not tolerate actions that intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title VI, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy.

The Title VI Compliance Manager is the designated Title VI coordinator for the City of San Fernando. For questions, concerns, complaints, or requests for additional information regarding the City of San Fernando's Title VI policy contact:

City of San Fernando Title VI Division

Mr. Kenneth Jones

117 Macneil Street

San Fernando, CA 91340-2993

Email: kjones@ci.san-fernando.ca.us

Phone: 818-898-1200

City of San Fernando Title VI Plan

II. Title VI Organization, Staffing, and Structure

TITLE VI COMPLIANCE DIVISION

Title VI Organization/Staffing/Structure

Title VI Organization

The Title VI Compliance function is positioned in the City of San Fernando's Title VI Compliance Division, reporting directly to the City Manager and interfaces collaboratively with Personnel, Community Development, Public Works, Recreation & Community Service, Administration, City Attorney, City Council and the Commissions partners and is located at 117 Macneil Street, San Fernando, CA 91340-2993.

The function is being created in response to a need to centralize and coordinate the organization's Title VI Civil Rights Program and create a skilled and experienced staff for greater effectiveness in preventing and addressing Title VI issues and responding to complaints. The function and staff are responsible for developing and implementing the City of San Fernando's Title VI non-discrimination program in accordance with established organizational policies, state and federal laws.

The mission of the Title VI Compliance Division is to advocate for and ensure Title VI civil rights by:

- Promoting and maintaining a qualified and diverse City, volunteer and contractor workforce that is representative of the public and communities served.
- Promoting equal access to transit and related programs, research and services.
- Promoting and maintaining equal opportunity for economically small and diverse and economically underinsured and underserved communities.

The Title VI Compliance Division is responsible for and required under Title VI to:

- Establish and sustain a formal program for communicating, monitoring and enforcement of non-discrimination.
- Staff the program adequately in order to provide technical support and consultation to the City's program areas.

City of San Fernando Title VI Plan

- Report the City's efforts and compliance with the law to the appropriate local, state and federal agencies, in accordance with Title VI requirements.

Under the direction and oversight of the Title VI Compliance Manager, the Division has specific responsibility and authority to:

- Serve as a resource in investigation of complaints.
- Collect and analyze statistical data related to complaints.
- Develop a program to conduct Title VI reviews of program areas.
- Conduct review of programs, grant applications and special emphasis areas, sub-recipients and state program directives.
- Monitor Title VI activities and reports to appropriate City officials and managers.
- Provide guidance, training and performance coaching on Title VI requirements, policies, procedures and practices.
- Develop and disseminate Title VI information, forms and required documents.
- Review and respond to local, state and federal program directives, as requested or required under Title VI.
- Establish policy, forms and procedures for reviewing and addressing public Title VI issues and complaints; disseminate to staff and the public, as required under Title VI.

Key Title VI Program Staff

- **Title VI Compliance Officer**

Serves as the delegated official responsible for essential Title VI public civil rights compliance and insures that the Title VI Compliance Division is properly staffed, trained and skilled to carry out the assigned essential duties and responsibilities necessary to provide the public with equal access and exceptional services that meet Federal laws, executive orders and regulations.

City of San Fernando Title VI Plan

Also serves as the internal/external spokesperson for Title VI Programs and leads an annual review of new hire and refresher training development and presentations to ensure that all employees, professionals, non-employee and service providers, contractors, subcontractors and volunteers receive proper training and guidance on the City's policy and the law. Personally provides New Hire Orientations and Training, and annually briefs the City Officials and Department Heads on the status of City system-wide training, development and compliance.

- **Title VI Compliance Manager**

The **Title VI Compliance Manager** is the City's primary contact on all matters pertaining to the Title VI and related Americans with Disabilities Act, Limited English Proficiency (LEP).

Pursuant to 23 CFR 200.9 (b) (1), the **Title VI Compliance Manager** has been delegated the responsibility for Title VI actions; oversees and directs the work of assigned staff and other dedicated or contracted resources performing Title VI training, investigations, audits, or assessments, to fulfill Title VI statutory and regulatory requirements.

Responsible for assuring full compliance with the provisions of Title VI and LEP and has system-wide authority to communicate and ensure that non-discrimination is required of all employees, non-employee medical staff, contractors and on-site service providers.

Prepares implementation plans, conducts annual assessments of pertinent City program areas, coordinates appropriate Title VI training and communication and makes recommendations to enhance compliance, investigates and/or assigns investigations and resolves Title VI complaints, and prepares all necessary and required reports.

- **Investigators and Analysts**

Skilled staff and contract investigators will be assigned to handle complaint investigations; conduct investigations in accordance with established City policy, procedures, guidance and forms; and document findings, conclusions and recommendations. They will document and submit reports to the Title VI Compliance Division for disposition, posting, record keeping and reporting.

Title VI Division Structure

The Title VI Division reports directly to the City Manager who will serve as the Title VI Compliance Officer. The duties of the Title VI coordinator will be performed by the Title VI Manager who has other responsibilities within the City. Once it has been determined that the

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volume of work exceeds this person's ability to effectively manage the Title VI duties, the City will re-evaluate staffing.

City of San Fernando Organizational Chart w-Title VI Compliance Function



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III. Title VI Information Dissemination

Title VI information posters will be prominently and publicly displayed in the Administrative Offices of the City of San Fernando, 117 Macneil Street, San Fernando, CA 91340 and in City facilities with public access. The name of the Title VI Manager will be displayed on the poster and key communications. Additional information relating to its nondiscrimination obligation can be obtained from the City of San Fernando Title VI Compliance Division.

During New Employee Orientation and subsequent employee training, information relative to the provisions of Title VI, and the City of San Fernando's expectations to perform their duties accordingly will be reviewed and discussed.

All employees shall be provided Title VI Compliance Training and will be required to sign the Acknowledgement of Receipt

The City will ensure that transit riders, the public seeking City services, registrants in ongoing community outreach programs, and other members of the public are provided with information about their Title VI Rights through conspicuously posted notices at service desks, reception areas, information provided during registrations, notices on transit vehicles, and notices posted in facilities accessible to the public.

The Title VI participation notice will be printed in the local newspaper on an annual basis. A summary of The Title VI plan will be located on the City's website for review.

IV. Subcontractors and Vendors

All subcontractors and vendors who receive payments from the City where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended. The City will ensure the required DBE assurance language at 49 CFR 26.13 (a) and (b) verbatim is in all financial agreements, contracts and subcontracts.

Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

V. Record Keeping

The Title VI Compliance Manager will maintain permanent records, which include, but are not limited to, signed acknowledgements of receipt from the employees indicating the receipt of the City of San Fernando's Title VI Plan training, copies of Title VI complaints or lawsuits and

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related documentation, and records of correspondence to and from complainants, and Title VI investigations.

VI. Notice to the Public of Their Rights

The City of San Fernando will ensure the public is aware of the City's adherence to Title VI of the Civil Rights Act of 1964 and the public's rights under this law by postings in public areas of the City's office(s), including the reception desk, meeting rooms, enclosed recreational areas, public transit vehicles and facilities, stations and/or stops and on the City's website. This notice will be posted in English and Spanish. An example of language that will be included in the notice can be found in Appendix A.

VII. Title VI Complaint Procedures

Any person who believes he/she has been discriminated against on the basis of race, color, or national origin by the City of San Fernando (hereinafter referred to as "the City") may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. Complaints must be received within 180 days of the alleged incident and must be complete.

Once the complaint is received, it will be reviewed to determine if the City has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The City has 90 days to investigate the complaint. If more information is needed to resolve the case, the City may contact the complainant. The complainant has 30 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 30 business days, the City can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, he/she will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains how the situation will be addressed, and whether any disciplinary action, additional training of the employee, or other action will occur. If the complainant wishes to appeal the decision, he/she has 90 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590. An example of the Complaint Form can be found in Appendix B.

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Title VI Complaints and Investigations Process

Right to File a Complaint

Any person who believes he/she or any specific class of persons has been subjected to discrimination prohibited by Title VI may, by himself/herself or by a representative, file a written complaint with the City of San Fernando Title VI Compliance Division, US Department of Transportation (USDOT), Federal Transit Authority (FTA), or any other Federal agency providing funds for any City program, projects or services no later than 180 days after the alleged act of discrimination.

Complaint Acceptance Letter

Once a Title VI complaint has been accepted for investigation, the City of San Fernando Title VI Compliance Division or receiving agency will notify complainant that an investigation of allegation(s) will be conducted, and when completed, the complainant and alleged offending person/organization will be notified of the decision and disposition.

Investigations

The City Title VI Compliance Division will assign, oversee, track and record a prompt investigation of the allegation(s) presented. The investigation will include, where appropriate, a review of the pertinent practices and policies of the City's Title VI Compliance Program, the circumstances under which the possible noncompliance occurred, and other factors relevant to a determination as to whether the City has failed to comply with Title VI.

Letters of Finding or Resolution

After the investigation has been completed, the Title VI Compliance Division will transmit to the complainant and the alleged individual or organization one of the following letters:

- a. A letter of resolution that explains the steps that the City has taken or guarantees to take to come into compliance with Title VI.
- b. A letter of finding issued when the alleged individual or organization is not found to be in noncompliance with Title VI. This letter will include an explanation of why the individual or organization was not found to be in noncompliance, and provide notification of the complainant's right to appeal. If applicable, the letter can include a list of procedural violations or concerns, which can put the alleged individual or organization on notice that certain practices are questionable and that without corrective steps, a future violation finding is possible.
- c. A letter of finding issued when an individual or organization is found to be in noncompliance. This letter will include each violation referenced as to the applicable regulations, a brief description of proposed remedies, notice of the time limit on the conciliation process, the consequences of failure to achieve voluntary compliance, and

City of San Fernando Title VI Plan

an offer of assistance to the individual or organization in devising a remedial plan for compliance, if appropriate.

Appeals Process

The letter of finding and resolution will offer the complainant and the alleged offending City individual or organization the opportunity to provide additional information that would lead the Title VI Compliance Division to reconsider its conclusions. In general, the City's policy requires that the parties in the complaint provide this additional information within 60 days of the date the Letter of Finding was transmitted. After receiving and reviewing the information, the Title VI Compliance Division will respond either by issuing a revised letter of resolution or finding to the appealing party, or by informing the appealing party that the original letter of resolution or finding remains in force.

The City of San Fernando has had no lawsuits or public complaints alleging Title VI violations in the last three years. A formal process of documentation and tracking will be described in more detail in the final report.

City of San Fernando Title VI Plan

VIII. Limited English Proficiency (LEP) Plan

Individuals, who have a limited ability to read, write, speak or understand English, are considered persons with Limited English Proficiency or “LEP”. In Los Angeles County, according to the U.S. Census records, approximately one-quarter of the County’s residents would describe themselves as being able to communicate in English less than “very well”.

Section 601 of Title VI of the Civil Rights Act of 1964 states the following: “No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

According to the U.S. Department of Transportation handbook, titled “Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers, (April 14, 2007)” (hereinafter “Handbook”), Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination (Handbook, page 5).

Executive Order 13166 of August 16, 2000 states that recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities by LEPs (Handbook, page 6). Additionally, Title VI and its implementing regulations require that DOT recipients take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of their programs and activities for Limited English Proficient individuals and that recipients should use the DOT LEP Guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits service information and other important portions of their programs and activities for individuals who are LEP (Handbook, page 6).

For many individuals, public transit is a vital service and a primary mode of transportation. Therefore, it is extremely important that the City of San Fernando is able to communicate effectively with all of its customers, both LEP and non-LEP. Effective communication with its customers enables safer, more reliable, convenient and accessible service to all. For these reasons, the City of San Fernando is committed to taking the extra steps to ensure meaningful access to LEP persons in its community.

This plan applied the four factor analysis to demonstrate the efforts the City of San Fernando will take to ensure that its programs and services are accessible to *all* persons. Based on empirical findings in the Four Factors Analysis, the report will document an implementation plan to enhance the City’s language assistance for LEPs. Additionally, the City of San Fernando continues to welcome comments and suggestions that would further improve the implementation plan and/or ability to communicate more effectively with LEP residents.

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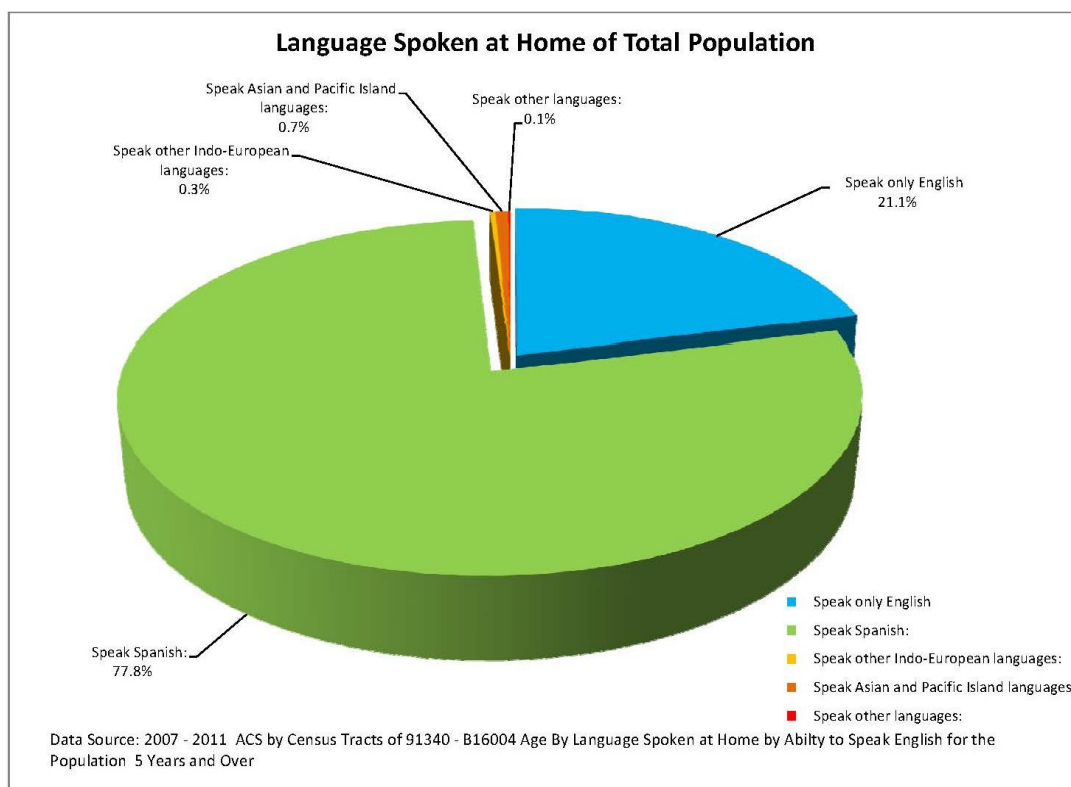
As a result of the City of San Fernando's diversity, the agency regularly encounters LEP individuals throughout its day-to-day operations. Accordingly, the City works to ensure that all individuals have access to vital information relating to programs and services provided by the City. Below are examples of where some of the interactions may take place with LEP individuals:

- Recreation Department
- Community Development Department
- Personnel Department
- Public Works Department
- Police and Fire Departments
- Finance Department
- City Manager's Office
- Way-finding and signage in public buildings and areas
- Customer Service Center
- Public hearings
- Website and social media pages
- Trolley service operators, schedules and brochures
- Staffed booths at community events
- Community surveys
- Community based organizations

[Census Data on the LEP Population](#)

The City of San Fernando serves residents speaking different languages in their homes. Of the 31,040 residents in the City of San Fernando, 21.1% speak only English in the home. The remaining 78.9% speak languages other than English. This is compiled from the U.S. Census Bureau's American Community Survey (ACS) which tracks race, family and relationships, income and benefits, health insurance, education, veteran status, disabilities and provides data related to English language proficiency. Categories within the English language proficiency survey include how well individuals indicate they speak English. The relevant information for the City of San Fernando follows:

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Analyze the Data Collected

As indicated in the chart above, less than a quarter (21.1%) of the City of San Fernando's residents speaks only English in the home. Thus, the majority of the population (78.9%) speaks a language other than English in the home. In addition, the City of San Fernando has seen a substantial increase in the number of Spanish speakers in the last 12 years. Of the LEP population identified from the Census data, Spanish is the dominant language (77.8%) both in current numbers, growth and, therefore, need. Recognizing this, the City of San Fernando implemented outreach programs to better communicate with and represent the interests of the Spanish speaking residents in the community. In addition, the City recognizes the need to ensure that its printed materials, signage and service representatives are bilingual or have access to language interpretation resources.

As previously noted, the LEP population is determined by combining specific categories used by respondents in the American Community Survey (ACS). Using the LEP classifications of "very well", "well", and "not well" and "not at all", the number and percentage of LEP individuals can be determined. LEPs are classified as a combination of "well", "not well" and "not at all", also referred to as "less than very well".

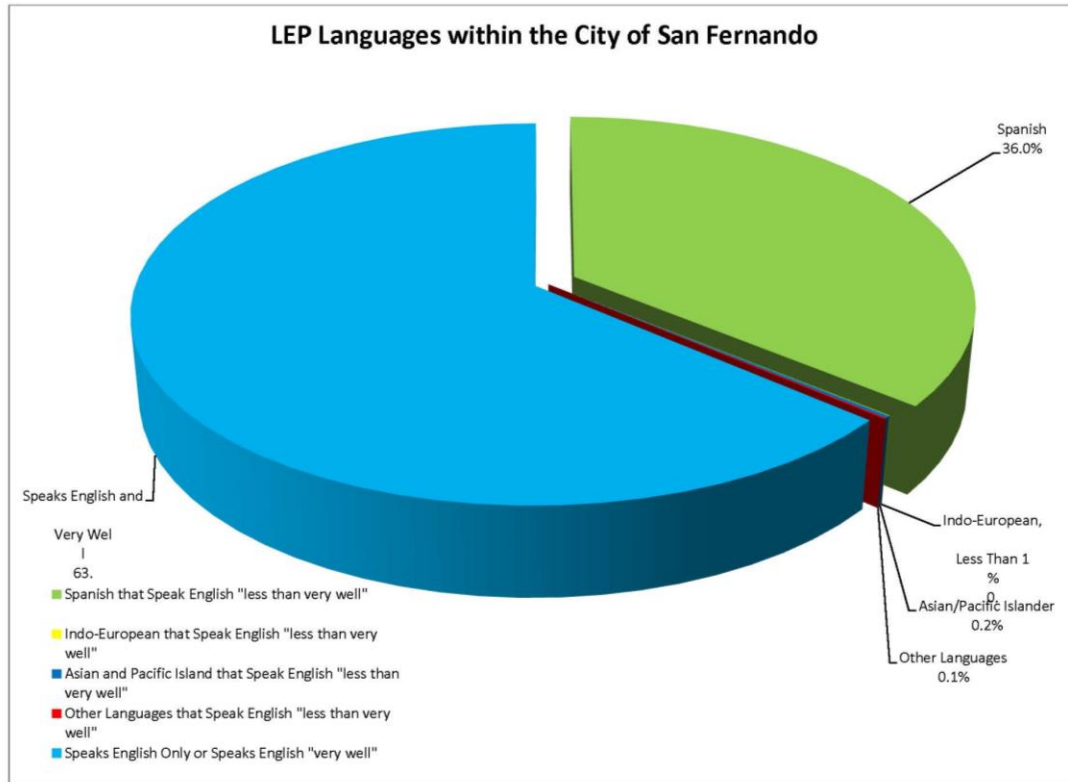
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	5 to 17 years:	18 to 64 years:	65 years and over:	Total Population	% of Total Population	Language % of LEP
Total Population	7,163	21,174	2,703	31,040		11,262
Speak English only	1,956	4,012	594	6,562	21.1%	
Speak Spanish:	5,196	16,919	2,048	24,163	77.8%	
Speak English "very well"	4,075	8,509	414	12,998	41.9%	
Speak English "well"	1,002	3,094	369			
Speak English "not well"	119	3,729	520			
Speak English "not at all"	0	1,587	745			
Spanish that Speak English "less than very well"	1121	8410	1634	11,165	36.0%	99.1%
Speak Indo-European languages:	0	67	18	85	0.3%	
Speak English "very well"	0	57	18	75	0.2%	
Speak English "well"	0	10	0			
Speak English "not well"	0	0	0			
Speak English "not at all"	0	0	0			
Indo-European that Speak English "less than very well"	0	10	0	10	0.0%	0.1%
Speak Asian and Pacific Island languages:	11	152	43	206	0.7%	
Speak English "very well"	11	98	34	143	0.5%	
Speak English "well"	0	54	0			
Speak English "not well"	0	0	0			
Speak English "not at all"	0	0	9			
Asian and Pacific Island that Speak English "less than very well"	0	54	9	63	0.2%	0.6%
Speak other languages:	0	24	0	24	0.1%	
Speak English "very well"	0	0	0	0	0.0%	
Speak English "well"	0	24	0			
Speak English "not well"	0	0	0			
Speak English "not at all"	0	0	0			
Other Languages that Speak English "less than very well"	0	24	0	24	0.1%	0.2%
Totals:						
Speaks English Only or Speaks English "very well"				19,778	63.7%	
Speaks Other Languages and Speaks English "less than very well"				11,262	36.3%	
Total Population				31,040	100.0%	

Data Source: 2007 - 2011 ACS by Census Tracts of 91340 - B16004 Age By Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over

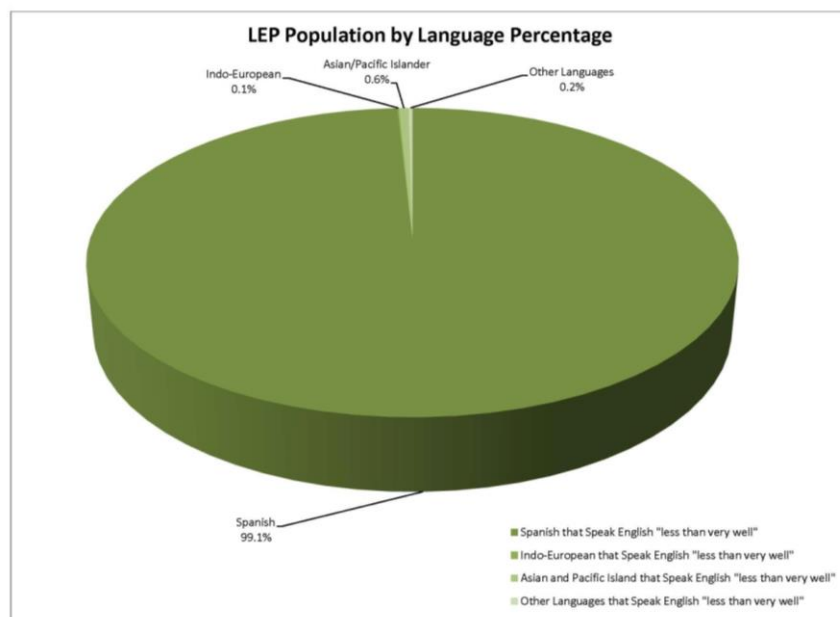
As depicted in the table and graph above, 63.7% of the population identifies itself as speaking English only and speaking English "very well". The remaining 36.3 of the population report speaking English "less than very well". Thus, 11,262 residents represent the City of San Fernando's LEP population. Approximately 77.8% of the total population, or 99.1% of the LEP population, speaks Spanish, by far the largest non-English language spoken within the City of San Fernando.

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Concentration of LEP Persons within the Service Area

Upon further analysis of the 99.1% of LEP individuals (or 36% of total population), it is clear that residents that speak Spanish clearly dominate the number of LEP individuals. While the figure above shows a variety of LEP languages spoken in the City of San Fernando, the analysis shows Spanish as the most prominent of the City of San Fernando LEP populations.



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Language Assistance Plan

While the City of San Fernando utilizes existing internal resources and some external resources to provide access to individuals with limited English proficiency, it is not sufficient to meet the requirements under Title VI. As a result the City will take additional steps to provide its vital documents and programs/services printed materials in both English and Spanish. When appropriate, the City will place in the appropriate language information as to who language assistance may be requested. The City recognizes the need to increase the availability of information and resources to its majority LEP Spanish-speaking population and others. For example, the public telephone automated answering recording is in both English and Spanish. Further outreach will be conducted with the LEP population to determine additional needs.

Based on current demographics and demand for language assistance, it has been determined that a more formal plan is necessary. The City currently provides meaningful access to LEP individuals in the following manner:

- The majority of the City's employees are bi-lingual in Spanish. These employees receive bi-lingual bonus pay and are located onsite with the additional responsibility of providing language assistance as needed.
- For all LEP individuals, limited English proficiency will be noted during the various points of service and in any registration processes. When an onsite translator is not available, the Police Department uses a language translation service that provides assistance with any language. The City will identify department-wide translation assistance for other languages or ensure that each department has met this requirement.

City employees regularly interact with LEP individuals throughout its day-to-day operations. Accordingly, the City will ensure that all individuals have access to vital information relating to programs and services provided by the City. Some examples of where some of the interactions may take place with LEP individuals include:

- Recreation Department
- Community Development Department
- Personnel Department
- Public Works Department
- Police and Fire Departments
- Finance Department
- City Manager's Office
- Way-finding and signage in public buildings and areas
- Clerk's office
- Public hearings
- Website
- Shuttle service operators, schedules and brochures

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- Staffed booths at community events
- Community surveys
- Community based organizations

The City will continue to maintain dialogue with these groups in order to gain more information on the services needed. In addition, the City will work to seek out additional community resources that might add to the enrichment of our understanding of the LEP population in our service area.

- Dial-A-Ride Service
- Staffed booths at community events
- Transit Coach Operators come into contact with LEP individuals every day
- Website
- Schedules and brochures
- Community Surveys

With a limited budget and constrained future resources, the City of San Fernando works hard to stretch a small budget to maximize services for its LEP population. The City is committed to continuing the efforts to provide our most vital information in both English and Spanish, included our website, printed materials and information provided by our customer services representatives.

The City of San Fernando has developed a number of services to ensure that those who rely on our programs and services are able to receive the critical information about the programs and services in a language that is best for them. Most of our employees are bilingual in both English and Spanish, representative of our LEP population. The ability of these in-house resources has greatly helped in providing critical information to our LEP speaking population.

The City will increase efforts to ensure that LEP individuals are able to access all aspects of the City of San Fernando's programs and services.

IX. Inclusive Public Participation

The City of San Fernando provides several community services and transportation options to its community.

The City of San Fernando City Council meets twice each month. Members of the public have the ability to review the agenda and participate in the meeting during the "Public Comments" section. The public has the rights to comment on any items on the agenda or non-agenda items, prior to any decisions or votes being made. The minutes from the meetings are posted on the website.

The City of San Fernando provides reasonable accommodations in accordance with the American with Disabilities Act of 1990. If special accommodation is desired at a Council

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meeting, the public can call the San Fernando City Clerk's office 48 working hours prior to the meeting to arrange the proper accommodations. Telecommunication devices for persons with hearing impairment are also available through the City. Information regarding special arrangements is included in the City Council's agenda. These meetings are wheelchair accessible.

The City of San Fernando complies with 49 USC Chapter 53, Section 5307 regarding public hearings for significant changes in services or transit fares. In these hearings, the City will provide Spanish translation and offer interpreters for other languages, including sign language, upon advanced request.

The City of San Fernando communicates with many community based organizations throughout the city and often attends meetings and events sponsored by these groups. These groups consist of cultural organizations, city partners, business associations and other organizations vested in the City service area. The City is able to create relevant conversations and dialogue between the City and specific community groups regarding their interests and needs.

Monitoring Methodology

The City of San Fernando continually monitors and considers the impact of various decisions as they may relate to its citizens. The City's ongoing monitoring includes both its general population and its transit customers. Before final decisions are reached community input is welcomed at City Council meetings that are open to the public as well as an internal evaluation process by internal groups such as the Transportation and Safety Committee.

Although the City maintains high standards, more specific performance standards will be established to determine when programs and services are not meeting these standards and therefore subject to detailed analysis. Any resulting proposals for change involving a significant change in the delivery or level of service may be the subject of public hearings or be added to the City Council agenda. Public input is solicited while proposals are under consideration. The public is notified prior to the implementation of any major changes in any programs or services.

X. Community Outreach

As an organization receiving federal financial assistance, the City of San Fernando will make the following community outreach efforts:

- The City will ensure that transit riders, nutritional service participants, and others served in specific programs will also have access to a notice of their rights under Title VI during points of service, registrations and/or orientation. The actual Title VI plan will be made available to the public, transit riders, and program participants upon request. Any questions or concerns may be forwarded to the Title VI Compliance Manager by any

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individual or employee. An in-person appointment may be made to discuss questions or concerns with the Title VI Compliance Manager.

- The Title VI Plan will be printed in the local newspaper as part of the application process on a yearly basis. The Title VI plan will be located on the City's website for review.
- Transportation issues will continue to be discussed and reviewed at the City Council meetings. All City Council meetings are open to the public and follow the Open Meetings Act as amended.
- A satisfaction survey will be provided to transit riders and program participants on a yearly basis.
- As a sub-recipient to Los Angeles Metro, the City is involved in coordinated committee meetings for public transportation.
- Customers' complaints will be forwarded to the Title VI Compliance Manager for review, investigation, and resolution.
- The City has available on-site Spanish speaking individuals who can assist those persons either with information relative to transportation or with other services complaints or concerns but will formalize access to the individuals to ensure LEP needs are addressed.

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Appendix A

Notice of Public Rights under Title VI City of San Fernando

The City of San Fernando operates its programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes he or she has been subjected to any unlawful discriminatory practice under Title VI may file a complaint with the City of San Fernando.

For more information on the City of San Fernando's Title VI program, and the procedures to file a complaint, contact the Title VI Compliance Division at (818) 898-1200, visit ci.san-fernando.ca.us, or go to our office at 117 Macneil Street, San Fernando, CA 91340-2993.

Complainants may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor – TCR, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, contact (818) 898-1200.

Si se necesita información en otro idioma, póngase en contacto con (818) 898-1200.

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Appendix B

City of San Fernando Title VI Complaint Form

Title VI of the 1964 Civil Rights Act and related nondiscrimination statutes and regulations require that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of San Fernando also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status, or sexual orientation.

In addition to utilizing the Civil Rights complaint process at the City of San Fernando, a Complainant may file a Title VI complaint concerning race, color or national origin discrimination with the Federal Transit Administration (FTA), Office of Civil Rights, Region IX, 201 Mission Street, Suite 1650, San Francisco, California 94105-1839. A Complainant may file an Americans with Disabilities Act (ADA) complaint with the FTA, Director, FTA Office of Civil Rights, East Building – 5th Floor, TCR, 1200 New Jersey Ave., SE, Washington, DC 20590. Complainants may also contact the FTA ADA Assistance Line, 1-888-446-4511 (Voice) or through the Federal Information Relay Service, 1-800-877-8339 or by electronic mail at FTA.ADAAssistance@dot.gov. The FTA ADA Complaint form is available at http://www.fta.dot.gov/civilrights/12875_14816.html.

The complaint must be filed no later than 180 calendar days following the alleged discriminatory incident. If you complete and submit your complaint on time the Title VI Compliance Division will investigate your allegations and get back to you as soon as possible with a response. The following information is necessary to assist us in processing your complaint. Should you require assistance in completing this form, please contact Kenneth Jones, Title VI Compliance Manager, (818) 898-1200.

Complete and return this form to:

The City of San Fernando
Title VI Compliance Division
117 Macneil Street
San Fernando, CA 91340-2993

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City of San Fernando Title VI Civil Rights Complaint Form

1. Complainant's Name: _____
2. Address: _____
3. City: _____ State: _____ Zip Code: _____
4. Telephone Number (home): _____ (business): _____
5. Person discriminated against (if someone other than the Complainant):
Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
6. Which of the following best describes the reason you believe the discrimination took place? Was it because of your:

a. Race	<input type="checkbox"/>	b. Color	<input type="checkbox"/>	c. National Origin	<input type="checkbox"/>
d. Sex	<input type="checkbox"/>	e. Age	<input type="checkbox"/>	f. Disability	<input type="checkbox"/>
g. Religion	<input type="checkbox"/>	h. Medical Condition	<input type="checkbox"/>	i. Marital Status	<input type="checkbox"/>
j. Sexual Orientation	<input type="checkbox"/>				
7. What date did the alleged discrimination take place? _____
8. In your own words, describe the alleged discrimination. Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.

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9. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court? Yes: ☐ No: ☐

If yes, check each box that applies:

Federal agency ☐ Federal court ☐ State agency ☐
 State court ☐ Local agency ☐

10. Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

11. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

 Complainant's Signature

 Date

Complete and return this form to:

City of San Fernando, Title VI Compliance Division, 117 Macneil Street, San Fernando, CA 91340-2993

City Title VI Compliance Division Use Only

Date Received: _____ Received/Recorded by: _____

Date Assigned: _____ Assigned/Investigated by: _____

Date Closed : _____ Closed/Filed by: _____

Disposition:

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager
By: Robert T. Dickey, Interim Public Works Director

DATE: November 18, 2013

SUBJECT: Consideration of Award of Franchise for Residential and Commercial Refuse, Recyclable Materials, and Organic Waste Collection Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept and consider the report from R3 Consulting, Inc., (R3 Consulting) (Attachment "A") and select a company, Consolidated Disposal Services (Consolidated) or Crown Disposal Company, Inc. (Crown), for award of a Franchise to provide residential, commercial, materials recycling, and organic waste collection services for Citywide refuse and recycling services; and
- b. Authorize the Interim City Manager to prepare the Franchise Contract for City Council consideration at their regular meeting of December 2, 2013.

BACKGROUND:

1. On December 17, 2012, the City Council approved an amendment to the existing agreement (Contract No. 1465) with Crown Disposal Company, Inc. (Crown Disposal), extending City refuse and recycling services through February 2013, and directed staff to proceed with the selection process to retain consultant services to administer and process applications for a refuse collection franchise.
2. On December 27, 2012 and January 15, 2013, staff interviewed the consultants that submitted proposals.
3. On December 28, 2012, City staff met with Crown Disposal to discuss the development of a one-year contract extension and on February 19, 2013, the City Council approved a one-year contract extension (Contract No. 1465 (b)) with Crown Disposal.

Page 2

4. On April 13, 2013, the City Council awarded Contract No. 1705 to R3 Consulting to administer and process applications for a refuse and recycling franchise. Using an outside consultant for the procurement process insures an objective process to evaluate the costs and service levels.
5. On September 3, 2013, four proposals to provide refuse and recycling services were received by R3 Consulting: Consolidated Disposal Services; Crown Disposal Company, Inc.; Athens Services; and NASA Services.
6. Interviews were conducted with four companies by R3 Consulting on September 23 and 25, 2013 and on October 15, 2013, the top two companies were interviewed and asked to submit best and final customer rates.
7. Based on the analysis prepared by R3 Consulting, the Interim City Manager and Interim Public Works Director believe that either company can provide quality refuse and recycling services to the standards outlined in the Request for Proposals (RFP). R3 Consulting does rate Crown higher than Consolidated because of lower commercial rates and a more seamless transition process than with a new franchise hauler, though it should be noted that Consolidated rated higher in experience, technical ability, and Sustainability Program.

ANALYSIS:

Recommendation for Award of Contract

R3 Consulting conducted and administered the request for proposal process for refuse and recycling services. The initial discussion between R3 Consulting and City staff focused on rates, compliance with recycling laws and regulations, City needs, and quality service levels. Preparation of the RFP, analysis of submittals, rating, additional information requests, and interviews were part of the process conducted by R3 Consulting. The procurement process for refuse services has been long and complex.

Attached is their report and recommendation. The review discusses and evaluates all four submitted proposals. Under the two top proposals (Consolidated and Crown), the recycling program for single-family residents will remain unchanged. For multi-family and commercial collection, Consolidated will provide for source separation of waste and recyclable materials. Crown comingles waste and recycled materials and processes recycled materials from the waste stream at a nearby facility in Sun Valley. They provide separate source recycling services for companies that make a request.

Staff has reviewed the process for evaluation of the companies and the selection of the top two providers. Balancing customer rates for residential, business, and manufacturing was a central consideration. Note that Crown, offers the lowest commercial rates of all proposers, and reduces potential disruptions if a new hauler was selected to implement refuse/recycling programs. However, Consolidated offers other benefits including a dedicated person to coordinate and

Consideration of Award of Franchise for Residential and Commercial Refuse, Recyclable Materials, and Organic Waste Collection Services

Page 3

improve recycling. This company also offers to incentivize recycling and provide other community benefits. Their costs for residential are very close to those proposed by Crown (\$.11 per month difference), however, business and manufacturing are higher but within comparative rates for the surrounding area. It should also be noted that while both companies were offered the opportunity to revise their proposed rates after the initial submittal deadline, Crown reduced their residential rates twice while Consolidated choose not to reduce their rates. Neither company was privy to what the other party had submitted in their proposals in particular their proposed rates.

The primary responsibility of the City Council is public health and safety. Managing and disposing of wastes is a major component of public health and safety along with operation of sanitary sewers, roadways maintenance, distribution of water, and police and fire protection.

BUDGET IMPACT:

The Franchise provides that the Franchisee will bill for refuse and recycling services. Franchise fees remain the same at 10% of collections.

RECOMMENDATION:

The current contract expires in mid-February 2014; hence it is necessary to select a new hauler as soon as possible. Staff recommends acceptance of the R3 Consulting report regarding proposals for refuse and recycling collection services. Because these proposals are very competitive, staff is confident that either company can provide quality refuse services and that the City Council can select either company to provide refuse collection and recycling services to the community.

ATTACHMENT:

A. R3 Consulting, Inc., Collection Service RFP Results

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Collection Service RFP Results



Presented to the
City of San Fernando

November 18, 2013



Topics of Discussion

- ☐ Background
- ☐ Qualifications
- ☐ Technical Proposal
- ☐ Sustainability Programs
- ☐ Customer Rate Comparison
- ☐ Evaluation & Scoring
- ☐ Recommendation
- ☐ Public Comment / Questions and Answers



Background:

Procurement Goals

- ❑ Compensate the City for costs associated with franchising its collection services
- ❑ Provide a high level of service for the City's residents and businesses
- ❑ Maintain competitive customer rates
- ❑ Provide environmental and economic benefits to the City and its residents and businesses for the next 10 years



Background:

RFP Process

- ❑ *July 22*: RFP package released
- ❑ *July 29*: Mandatory pre-proposal conference
 - Attended by 13 eligible proposers
- ❑ *July 29 – Aug. 23*: Five addenda released
- ❑ *Sep. 3*: Received four proposals
 - Athens Services, Consolidated Disposal Services, Crown Disposal Co., and NASA Services
- ❑ *Sep. 10 – Oct. 14*: Clarification letters sent
- ❑ *Sep. 17*: Proposer interviews - All
- ❑ *Oct. 22*: 2nd Interviews with Crown & CDS



Background:

SFD Services to be Provided

❑ Base Service:

- Weekly curbside refuse, recycling and green waste collection in standard cart size (~64 gal.)
 - Additional recycling and/or organic cart and/or a larger cart at no cost
- Holiday tree: curbside collection
- Bulky waste: on-call curbside collection (4 events)
- Used oil and filters: unlimited curbside collection
- Universal waste: unlimited curbside collection
- Sharps: on-call collection for an additional fee

❑ Alternative Service:

- Food waste included in organics collection



Background:

MFD Services to be Provided

- ☐ Refuse: collection in carts or bins
- ☐ Recycling: source separated collection OR mixed waste processing
- ☐ Food waste: optional service for a fee
- ☐ Green waste: optional service for a fee
- ☐ Universal waste: unlimited curbside collection
- ☐ Bulky waste: optional service for a fee
- ☐ Holiday tree drop-off
- ☐ Sharps: optional service for a fee



Background:

Commercial Services to be Provided

- ☐ Refuse: collection in carts or bins
- ☐ Recycling: either source separated collection OR mixed waste processing
- ☐ Food waste: optional service for a fee
- ☐ Green waste: optional service for a fee
- ☐ Universal waste: 3 events at no charge



Background:

City Services to be Provided

- ☐ Refuse, recycling and organics collection in carts, bins, and debris boxes
- ☐ Public area trash container collection
- ☐ ½ time Recycling Coordinator
- ☐ City sponsored event collection
- ☐ Unlimited used oil and filter collection
- ☐ Annual green waste shred day
- ☐ Debris boxes for the drop-off of holiday trees
- ☐ Bulky item drop-off and compost donation pickup: quarterly event



Background:

Payments to the City

- ❑ Franchise fee: 10% gross revenues
- ❑ Contract management: \$50k per year
- ❑ Procurement costs reimbursement: \$150k



R3

Qualifications:

Proposer Information

Company	Athens	CDS	Crown	NASA
Headquarters	Industry, CA	Phoenix, AZ	Sun Valley, CA	Montebello, CA
Ownership	CA Corp.	DE LLC	CA Corp.	CA Corp.
Years in Operation	56	50+	52+	58
Number of municipalities served	63	2,800	30+	15
Number of employees in LA area	1,000	1,070	150	80



R3

Qualifications:

LA Areas Serviced by Proposers

Hauler	Exclusive	Non-Exclusive
Athens	Altadena, Azusa, Bell Gardens, Covina, Glendora, Hermosa Beach, Irwindale, La Canada Flintridge, Monrovia, Montebello, Monterey Pak, Palos Verdes Estates, Redondo Beach, Riverside, San Gabriel, San Marino, Sierra Madre, South San Gabriel, South El Monte, Temple City, South Pasadena, West Covina, West Hollywood	Burbank, Commerce, Glendale, Los Angeles (several areas), Los Angeles County (several unincorporated areas), Long Beach, Pasadena, Pomona, Santa Monica, Torrance, Vernon
CDS	LA County (5 Districts), Alhambra, Artesia, Bell, Cudahy, Cypress, El Segundo, Hawaiian Gardens, Hawthorne, Huntington Park, Lawndale, Inglewood, Los Alamitos, Norwalk, Lynwood, Maywood, Rolling Hills, Rosemead, Santa Fe Springs, Seal Beach, Whittier	Arcadia, Burbank, Commerce, El Segundo, Glendale, Lawndale, Long Beach, LA City, LA County, Monrovia, Montebello, Pasadena, Rancho Palos Verdes, Santa Clarita, Santa Fe Springs, Torrance, Vernon, La Canada Flintridge
Crown	Beverly Hills, Calabasas, San Fernando, Santa Paula	Agoura Hills, La Canada Flintridge, LA County, Malibu, Pasadena, Santa Clarita, Santa Monica, Thousand Oaks, West Hollywood, Westlake Village, Alhambra, Arcadia, Baldwin Park, Burbank, Camarillo, Commerce, Glendale, Industry, LA, Manhattan Beach, Norwalk, Redondo Beach, Santa Fe Springs, South Pasadena Torrance, Vernon
NASA	Pico Rivera, La Canada Flintridge	City of LA, Montebello, Pasadena, Santa Monica, Torrance, Vernon, County of LA, Burbank, Commerce, Costa Mesa, El Segundo, Glendale, Irvine



R3

Technical Proposal:

Key Differences in Proposed Services

Item	Athens	CDS	Crown	NASA
SFD Collection Days	5	4	5	5
SFD Organics	mixed food and green	green	green & option of bagged food waste in carts	green
SFD Bulky Waste Events	4	6	4	4
Charge for MFD & Commercial Cart Recycling	yes	no	yes	MFD: no Commercial: yes
MFD & Commercial Bin Recycling	Mixed waste processing	Source separated	Mixed waste processing (source separated offered)	Mixed waste processing and source separated
MFD Bulky Waste	Additional charge	2 free events	Additional charge	Additional charge



R3

Sustainability Programs:

Key Differences in Proposed Services

Item	Athens	CDS	Crown	NASA
Recycling Coordinator	½ time	Full time	½ time	½ time
Use of Local Vendors	Supports, but did not provide examples	Will use to produce outreach materials, and whenever appropriate	Use for machine parts, scale systems, educational materials, and filter and vehicle parts	Will attempt to rent property in the City for their corporation yard
Diversion Guarantee	59% by 2020	50%	75% by 2019	SFD: 53% , MFD/Com: 42% OR SFD: 64% , MFD/Com: 50% (with food waste)



R3

Customer Rate Comparison

SFD Standard Monthly Rate

	Current Rate	Lowest Rate	2 nd	3 rd	Highest Rate
		Crown	CDS	NASA	Athens
Standard Monthly Rate	\$14.88	\$14.88	\$14.99	\$17.90	\$19.65
% Increase	0.0%	0.0%	0.7%	20.3%	32.1%



R3

Customer Rate Comparison

MFD – Top 5 Service Levels (80% of Customers)

MFD Accounts			Current Rate	Proposer / Proposed Rate							
Service Level	#	% of Total		Athens		CDS		Crown		NASA	
				Rate	% Increase	Rate	% Increase	Rate	% Increase	Rate	% Increase
3 CY 1/week	22	31.0%	\$73.55	\$118.35	60.9%	\$93.90	27.7%	\$85.45	16.2%	\$88.00	19.6%
3 CY 3/week	16	22.5%	\$150.05	\$423.91	182.5%	\$261.69	74.4%	\$179.91	19.9%	\$226.16	50.7%
3 CY 2/week	10	14.1%	\$108.86	\$282.60	159.6%	\$187.79	72.5%	\$141.62	30.1%	\$158.40	45.5%
2 CY 1/week	6	8.5%	\$70.61	\$94.20	33.4%	\$88.94	26.0%	\$73.65	4.3%	\$74.80	5.9%
1.5 CY 1/week	4	5.6%	\$66.26	\$70.65	6.6%	\$86.46	30.5%	\$68.90	4.0%	\$66.00	-0.4%



R3

Customer Rate Comparison

Commercial – Top 7 Service Levels (80% of Customers)

Commercial Accounts			Current Rate	Proposer / Proposed Rate							
Service Level	#	% of Total		Athens		CDS		Crown		NASA	
				Rate	% Increase	Rate	% Increase	Rate	% Increase	Rate	% Increase
3 CY 1/week	212	33.8%	\$73.55	\$118.35	60.9%	\$93.90	27.7%	\$85.45	16.2%	\$88.00	19.6%
3 CY 2/week	101	16.0%	\$108.86	\$282.60	159.6%	\$187.79	72.5%	\$141.62	30.1%	\$158.40	45.5%
1.5 CY 1/week	87	13.1%	\$66.26	\$70.65	6.6%	\$86.46	30.5%	\$68.90	4.0%	\$66.00	-0.4%
3 CY 3/week	36	7.5%	\$150.05	\$423.91	182.5%	\$261.69	74.4%	\$179.91	19.9%	\$226.16	50.7%
2 CY 1/week	30	5.2%	\$70.61	\$94.20	33.4%	\$88.94	26.0%	\$73.65	4.3%	\$74.80	5.9%
4 CY 2/week	19	2.7%	\$143.56	\$376.81	162.5%	\$197.71	37.7%	\$185.19	29.0%	\$207.68	44.7%
3 CY 4/week	14	2.6%	\$185.35	\$565.21	204.9%	\$375.58	102.6%	\$228.80	23.4%	\$291.28	57.2%



R3

Evaluation and Scoring

Scoring Criteria

☐ Qualifications (20 points)

- Personnel and Key Staff * Previous Experience * References * Litigation History * Financial

☐ Technical Approach (25 points)

- Transition Approach * Collections Approach * Customer Service * Safety

☐ Customer Rates (30 Points)

- SFD * MFD * Commercial

☐ Sustainability Programs (25 Points)

- Diversion Approach * Public Education * Road Wear & Tear and Emissions * Environmental Stewardship * Use of Local Vendors * Innovation



Evaluation and Scoring:

Proposal Scoring Methodology

- ❑ Evaluation Committee Members – 3 R3 staff
- ❑ Each proposal scored individually by each member for: Qualifications, Technical Approach and Sustainability Programs
- ❑ Customer rate scoring: maximum points available (30) split based on current hauler's calculated rate revenues by line of business:
 - SFD rate portion (12.7)
 - MFD rate portion (1.7)
 - Commercial rate portion (15.6)



R3

Evaluation and Scoring:

Proposal Scoring Methodology

- ❑ Customer rates and estimated number of accounts were used to calculate each proposer's annual rate revenue:
 - The lowest calculated annual rate revenue for SFD services was awarded full 12.7 points
 - The lowest calculated annual rate revenue for MFD services was awarded full 1.7 points
 - The lowest calculated annual rate revenue for commercial services was awarded full 15.6 points
 - The remaining Proposers' calculated rate revenues were then proportionately awarded points based on the difference from the lowest Proposers' rate revenues



Evaluation and Scoring:

Proposal Score Results

Total All Evaluators						
Criteria	RFP Weighting	Max. Total Points	Athens	CDS	Crown	NASA
Qualifications	20%	60	53.1	55.3	51.0	35.1
Technical Approach	25%	75	62.5	67.5	64.1	50.2
Sustainability Programs	25%	75	42.0	55.6	43.0	42.3
Customer Rates	30%	90	54.9	69.3	90.0	75.3
Total	100%	300	212.4	247.7	248.0	202.9



R3

Evaluation and Scoring:

Primary Reasons for Crown Ranking

- ❑ Ranked 1st in Customer Rate evaluation criteria
 - Proposed lowest SFD customer rates
 - Proposed lowest MFD customer rates
 - Proposed lowest Commercial customer rates
- ❑ Ranked 2nd in Technical Approach & Sustainability Program evaluation criteria
- ❑ Transition concerns will not be as significant
 - Most effort devoted to transitioning the billing from the City to the hauler
- ❑ Proposed the highest diversion rate guarantee
 - 75% by 2019



Evaluation and Scoring:

Primary Reasons for CDS Ranking

- ❑ Most thorough and complete: proposal, responses to questions & technical interview
- ❑ Combination of experience, technical ability, commitment to diversion & service
- ❑ Ranked highest in 3 of the 4 evaluation criteria:
 - Qualifications
 - Technical Approach
 - Sustainability Programs
- ❑ Offered many service enhancements



Recommendations

❑ Sign agreement with Crown:

- Smoothest transition
- Lowest rate impact on residents and businesses
- Higher project diversion rate and compliance with State recycling requirements

Alternatively with CDS, commercial and MFD customers will receive a complete change in services at customer rates much higher than existing!



R3

Public Comment / Questions & Answers



R3

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager
By: Ismael Aguila, Recreation and Community Services Operations Manager

DATE: November 18, 2013

SUBJECT: Consideration to Adopt Resolution No. 7573 Approving a Facility Fee Waiver Policy

RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the proposed Facility Fee Waiver Policy (Exhibit “A” of Attachment “A”);
- b. Provide staff with direction regarding any suggested changes; and
- c. Adopt Resolution No. 7573 (Attachment “A”) establishing procedures for processing fee waivers for city-owned facilities as amended with suggested changes.

BACKGROUND:

1. For years, the Parks, Wellness and Recreation Commission reviewed and approved fee waiver requests from various organizations for city-owned facilities.
2. Since May of 2012, the Parks, Wellness and Recreation Commission stopped waiving fees for use of city-owned park facilities.
3. Since January of 2013, the RCS Operations Manager has been researching facility fee waiver policies from local, regional, and national public agencies in order to develop an administrative policy for the City with respect to requests received from outside organizations and agencies to waive fees for use of City parks, facilities, meeting rooms, and amenities.

4. On August 5, 2013, the City Council adopted Resolution No. 7553 incorporating all current fees for City services into a FY 2013–2014 Annual Fee Schedule, amending certain fees and charges, and repealing all parts of Resolutions in conflict therewith. In addition, City Council directed the RCS Operations Manager to continue to draft a facility fee waiver policy.
5. Since August of 2013, the RCS Operations Manager has been working with the Interim City Manager to revise and complete the Facility Fee Waiver Policy.
6. On November 12, 2013, the Parks, Wellness and Recreation Commission reviewed the proposed Facility Fee Waiver Policy and recommended the item go before City Council to consider approval.

ANALYSIS:

Use of public-owned facilities

The City provides access to various facilities to host private and public programs, events, workshops, trainings, practices, and celebrations for the community. Each year, the RCS Department coordinates with public, non-profit, governmental, and private organizations to coordinate over 600 special events and/or facility rentals. In recent years, the RCS Department has been experiencing an increased volume of usage of the park facilities. In addition, there have also been an increasing number of requests to waive facility fees. Both are partially due to the recent economic downturn, therefore organizations are seeking low-cost options such as public facilities.

Current facility fee structure

On August 5, 2013, City Council adopted the FY 2013-2014 Annual Fee Schedule that provides resident and non-resident fee rates for city-owned facilities, which include indoor/outdoor park facilities and parking lots. However, the City does not have a policy in place for organizations requesting fee waivers.

Proposed facility fee waiver policy

The proposed Facility Fee Waiver Policy outlines the administrative policy with respect to requests received from outside organizations and agencies to waive fees for use of City parks, facilities, meeting rooms, and amenities (Exhibit “A” of Attachment “A”). The policy does not apply to use of facilities located in City Hall, Police Department, and Public Works. It provides the framework for qualifying fee waivers for requesting organizations based on the type of organization and event. In addition, it provides guidelines and procedures for approval. Refer to the Exhibit “A” for details. Tables 1.1 and 1.2 provide the outcomes of common scenarios based on the new Facility Fee Waiver Policy.

Table 1.1: Common scenarios approved by proposed Facility Fee Waiver Policy		
Organization	Event/Activity Details	Reference
Non-profit	Event to provide free screenings for low-	IV.1b, IV.2.A-C.

	income and homeless.	
Government	Provide a free workshop to educate the community on health insurance reform.	IV.1b, IV.2.A-C.
Professional Association/partner	Provide workshop for local businesses and staff.	IV.1d, IV.2.A-C.
Public school	Provide one-day leadership training for middle-school students.	IV.2.A-C.

Table 1.2: Common scenarios <u>not</u> approved by proposed Facility Fee Waiver Policy		
Organization	Event/Activity Details	Reference
Private company	Offer a training workshop for employees of the organization	IV.1.A-B, IV.2.A-C
Government	Provide holiday party for employees	IV.2.A-C.
Non-profit	Has funding to provide a series of free/low-cost workshops for the community	IV.1.Ba, IV.2.G, V.7.d
Non-profit	Conduct a board meeting for organization based in West San Fernando Valley.	V.7.e-f

Actual Fees Waived

Fee waivers are for department facility permit fees only. Direct costs including but not limited to vehicle costs, traffic control, staff time, utility costs at the pool facility, or other City fees are not eligible for a fee waiver or reduction under this policy. Any extra costs related to the event/activity will be the responsibility of the organization as outlined in the Facility-Use and Special Event Application requirements. Below is an example of a fee reduction for an organization requesting to conduct a free 8-hour community educational workshop at a park facility.

Comparison of Event/Activity Costs (with and without fee waiver)		
	Event/activity Costs	Event/Activity Costs (with approved fee waiver)
Facility Fee	\$200	\$0
Staffing	\$120	\$120
Total	\$320	\$120

BUDGET IMPACT:

If adopted, there will be a budget impact to the FY 2013-2014 General Fund. The Facility Fee Waiver Policy will waive facility permit fees for requesting organizations that qualify. It is projected that waiving of fees may reduce facility rental revenues by \$1,500 for the remaining FY 2013-2014 and approximately \$3,000 for FY 2014-2015.

Consideration to Adopt Resolution No. 7573 Approving a Facility Fee Waiver Policy

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CONCLUSION:

Approval of the Facility Fee Waiver Policy will grant access to qualifying organizations to provide quality programming, events, and resources to residents of the City of San Fernando. It is recommended that the City Council consider adopting Resolution No. 7573 establishing procedures for processing fee waivers for city-owned facilities as amended with suggested changes.

ATTACHMENTS:

A. Resolution No. 7573

ATTACHMENT “A”**RESOLUTION NO. 7573****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA AUTHORIZING THE
ADOPTION OF A FACILITY FEE WAIVER POLICY**

WHEREAS, the City of San Fernando owns and operates public parks, facilities, meeting rooms, and amenities (City Facilities) available for use by the community; and

WHEREAS, the City of San Fernando wishes to provide organizations offering community programming to residents of the City of San Fernando access to City Facilities; and

WHEREAS, it is necessary that the City of San Fernando provide an administrative policy with respect to requests received from outside organizations and agencies to waive fees for use of City Facilities.

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

1. Approves and adopts the City of San Fernando Facility Fee Waiver Policy (Exhibit “A”); and
2. Designates the City Manager and Recreation and Community Services Operations Manager as the authorized representatives to review and approve fee waiver requests (Exhibit “B”) as described in the City of San Fernando Facility Fee Waiver Policy.

PASSED, APPROVED, AND ADOPTED this 18th day of November, 2013.

Antonio G. Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of November, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT EXHIBIT "A"
ORIGINAL ISSUE	EFFECTIVE	RECREATION AND COMMUNITY SERVICES
November 18, 2013	November 18, 2013	
CURRENT ISSUE	EFFECTIVE	CATEGORY
SUPERSEDES		FACILITY FEE WAIVER POLICY

Section 1. PURPOSE

To outline the administrative policy with respect to requests received from outside organizations and agencies to waive fees for use of City Parks, Facilities, Meeting Rooms, and Amenities hereafter referred to as City Facilities. This policy does not apply to use of facilities located in City Hall, Police Department, and Public Works.

Section 2. POLICY

In an effort to provide support for organizations providing valuable community services that the City is not able to provide, specific guidelines have been established for determining when permit or rental fees for the use of City Facilities may be waived. These criteria must be met in order for a request to be considered, however meeting the criteria does not guarantee approval of fee waivers.

Section 3. QUALIFYING CRITERIA

Requesting Organization must meet all three (3) of the following criteria:

1. Organization

A. The event/activity is conducted by one (1) of the following:

- a) A non-profit organization based in the City of San Fernando or a regional non-profit organization serving a significant portion of City of San Fernando residents and is able to provide a copy of IRS Letter of Determination.
- b) A Government entity where the use is related to the performance of that agency's governmental duties which are related to or of significant importance to City of San Fernando residents.
- c) An organization that is in a formal partnership with the City as approved by city council.

FACILITY FEE WAIVER POLICY

Page 2

- d) A professional Association of which City staff are members and will professionally benefit from attendance at the event/activity (League of Cities, etc)

B. The organization conducting the event/activity meets all of the following:

- a) The imposition of the fees would create a financial hardship on the organization or would have a detrimental effect upon the services provided to the public.
- b) The organization has sought out all reasonable alternative facilities prior to submission of the fee waiver request.
- c) The organization is able to list the City of San Fernando as Additionally Insured on their Certificate of Insurance if required to do so by the City.

2. Event/Activity

The event/activity conducted must meet all of the following criteria:

- A. The event/activity must be related to general City business, could be considered within the scope of services that the City does or could provide to its residents, and is aligned with the City's adopted priorities.
- B. The event/activity furthers the purpose of the organization and is not purely social in nature.
- C. The event/activity is of significant value to the City of San Fernando, the community or to a significant portion of San Fernando residents.
- D. The event/activity will have no significant detrimental impact on the City facilities used, City resources, or the ability of the City to deliver its normal level of service to the public.
- E. The event/activity is scheduled during normal operational hours of the facility.
- F. Supporting the event or use of a facility does not necessitate that the City expend overtime pay or extra staffing costs.
- G. If a fee is charged at the event/activity, a reasonable portion of the proceeds will be paid to the City to offset the City's direct costs created by the event/activity.

3. Application Process

FACILITY FEE WAIVER POLICY

Page 3

- A. The Facility-Use Application or Special Event Application must be completed and submitted to the Recreation and Community Services Director prior to a Fee Waiver Request no later than forty five (45) days prior to the event/activity date for the use of a City Facility.
- B. The Fee Waiver Request Form must be completed and attached with the Facility-Use Application or Special Event Application upon submittal to the Recreation and Community Services Director.

Section 4**APPROVAL/DENIAL**

1. The Request for fee waiver will be reviewed by the Recreation and Community Services Director to determine eligibility. Approval of fee waivers will be reviewed and approved as follows:
 - Recreation and Community Services Director can review and approve a request up to the amount of \$500 per calendar year per organization.
 - City Manager can review and approve up to the amount of \$1,000 per calendar year per organization.
 - City Council can review and approve any amount over the amount of \$1,000 per calendar year per organization.
2. The Recreation and Community Services Director will respond to the organization requesting the fee waiver within ten (10) business days.
3. Fee waivers are for Department facility permit fees only. Direct costs including but not limited to, vehicle costs, traffic control, staff time, utility costs, or other City fees are not eligible for a fee waiver or reduction under this policy.
4. All facility requirements and policies must be followed regardless of fee waiver. No City program or active reservation will be displaced to allow a fee waiver event to take place.
5. Staff will provide to the Parks, Wellness and Recreation Commission, City Manager, and City Council all fee waiver requests that have been approved and/or implemented during the past quarter.
6. Approval or Denial:
 - a) No more than one (1) event/activity per calendar year will be approved for any one organization.
 - b) Appropriate recognition of the City of San Fernando as a co-sponsor of the event/activity shall be included on all promotional materials if deemed appropriate by designated department representative.

FACILITY FEE WAIVER POLICY

Page 4

- c) The fee waiver does not apply to deposits. All deposits normally due for a facility rental are due as described in the Facility-Use Application and/or Special Event Application prior to formal approval being given for the fee waiver.
7. Events/Activities Not Eligible for Waiver:
- a) Events/activities sponsored by private individuals.
 - b) Events/activities primarily of a fundraising or charitable nature unless the funds directly benefit City-owned facilities, programs, and/or residents.
 - c) For-profit organizations or groups.
 - d) Reoccurring events/activities such as daily, weekly, and/or monthly.
 - e) Events/activities that are not open to the public.
 - f) Organizations based outside the City of San Fernando limits (unless the demonstrated benefits are primarily to the residents of the City of San Fernando).
 - g) Projects or organizations who have failed to fulfill their obligations during previous events or activities for which Department facility permit fees were waived or reduced.
 - h) Applicants that fail to abide by the policy and procedures set forth in this policy will be ineligible to receive future fee waivers for a period of at least two (2) years.

Section 5. Authority.

By order of Resolution No. 7573, Facility Fee Waiver Policy adopted by the City Council on November 18, 2013.

City of San Fernando

FACILITY FEE WAIVER REQUEST FORM

ORGANIZATION CONTACT INFORMATION

Name: _____

Organization Contact: _____ E-mail: _____

Address: _____

Phone: _____ Fax: _____

Type of Organization (check only one):**Non-profit:** ____ (Please provide ID # _____) **City Partner:** ____**Governmental Agency:** ____ **Other:** ____ (Please describe: _____)

EVENT INFORMATION

Date of event: _____ Time of event: start time: _____ am/pm end time: _____ am/pm

Facility requested (park name, room): _____

Total time requested for event (include anticipated set-up and tear down time):

Start time: _____ End time: _____

Please indicate which application you submitted? Special Events: ____ Facility Rental: ____

Name of Event: _____

Has your organization sought out all reasonable alternative facilities prior to submission of the fee waiver request? Yes/No (if so, please list below):

What is the event's general content focus (check all that apply):

Education ____ Entertainment ____ Screenings/vaccinations ____ Recreational ____ Other ____

Please provide the details of event:

Please provide the following information regarding the event:

- Anticipated number of attendance for event: _____
- What percentage of attendance will be residents of the City of San Fernando? _____
- Targeted demographics (check all that apply):
 Children ____ Teens ____ Adults: ____ Seniors: ____
- Are you collecting a fee or donation for the event? Yes/No (if yes, please explain)

- Projected revenues from event: \$ _____ (include, fees, donations, external funding, etc.)
- Projected expenses from event: \$ _____ (minus in-kind/volunteer support, gifts, etc)

ACKNOWLEDGEMENT

I, _____, understand and agree to the following:

- I have read the *City of San Fernando Facility Fee Waiver Policy*.
- I am applying for a fee waiver based on the belief that my organization meets all three (3) of the qualifying criteria in *Section IV.1 Procedures* from the *City of San Fernando Facility Fee Waiver Policy*.
- I certify that all of the information on this request form is accurate to the best of my knowledge.
- I understand and am willing to provide the city any additional documents upon request to expedite the approval process, which may include the organizations financial statement, event financial statement, and/or a letter from the IRS proving active non-profit status.
- I understand that submission of this request does not guarantee approval of fee waivers.
- I understand that all facility requirements and policies must be followed regardless of the fee waiver/reduction.
- I understand that all decisions are final.

Signature: _____ Date: _____

OFFICE USE:

Facility-use/Special Event Application (including payment) received by: _____ Date: _____

Reviewed by: _____ Date: _____ Total Fee Waiver Request: \$ _____

Approved: Yes No Date: _____ Total Fee Waiver Approved: \$ _____

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager
By: Robert T. Dickey, Interim Public Works Director

DATE: November 18, 2013

SUBJECT: Consideration to Approve Contract No. 1730 for As-Needed Professional Services with Willdan Engineering

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the proposal for As-Needed Professional Services from Willdan Engineering (Attachment "A"); and
- b. Authorize the Interim City Manager to execute Contract No. 1730 (Attachment "B") with Willdan Engineering.

BACKGROUND:

1. On October 3, 2013, Request for Proposals (RFP) were mailed to 17 consultants to provide a full range of services on an as-needed basis including: Design Engineering and Architecture, Construction Management, Special Funding Administration, Design Plan Check, Right-of-Way Acquisition, Assessment District Engineering, Transportation Services, Building and Safety Inspections, Building and Safety Plan Review and Consultant Services, and Community Development.
2. On November 4, 2013, staff received four proposals from Willdan Engineering, Pacifica Services, Inc., Westcon Engineering, Inc., and TECS Municipal Engineering (Attachment "C").
3. On November 6, 2013, a City review committee made up of the of the Community Development Director, Interim Public Works Director, and the two Civil Engineering Assistant IIs, evaluated all four proposals received based on the following criteria:
 - Response to the RFP
 - Schedule of hourly rates for various services
 - Work experience with governmental agencies

Engineering
Page 2

- Demonstrated ability to secure and manage various funding sources from other governmental authorities at the local, State, and Federal level

ANALYSIS:

City staff has been reduced over the past few years and the Public Works Department has been operating without a City Engineer. A City Engineer is required to review and approve plans and specifications for Public Works projects. There are a number of mandatory projects including repairs to the sanitary sewers and installation of screens for storm drains that will require near term action. Multi-year projects such as Federally funded street projects, the East San Fernando Valley Transit Corridor Project, and the California High Speed Rail Project demand continuity, overview, and assistance of professional engineering and plan check consultants. It is vital that the City maintain flexibility to handle small and large projects and provide support services on short notice. Street pavement management and the water master plans must be initiated and finalized to qualify for other governmental authority funding. Acquisition of these consultant services would allow City staff to maintain or improve existing customer service levels while providing quality or expedited engineering and plan check services for larger and more complicated projects.

Selection of the proposed consultant to provide these professional engineering and plan check services under this Contract will also assist other departments such as the Community Development Department. There are vital operations such as plan checking, and building and safety inspections that are impacted by the availability of a limited number of in-house personnel certified to review construction plans and conduct inspections. Having the proposed consultant services will provide the backup necessary and ensure continuity of service to project developers and applicants that would be adversely impacted if these City staff members were unavailable due to scheduled vacations or illness. Furthermore, structural plan check review is currently conducted by a contracted structural engineering firm. The proposed Contract will also help the Recreation and Community Services Department needs for facilities and park development improvements.

CONCLUSION:

The proposed Contract provides fixed prices over a three-year term for as-needed professional services. Approval of the Contract with Willdan Engineering enables staff to secure a proposal based on City Council approved prices. City staff can make choices to perform the work in-house or request as-needed professional services.

BUDGET IMPACT:

In some funds and departments there are monies budgeted for professional services as described in the report. It not, an appropriation will be bought to the City Council for approval. The scope of services covered under this Contract and the costs to administer various projects, programs,

Consideration to Approve Contract No. 1730 for As-Needed Professional Services with Willdan Engineering
Page 3

and activities for the most part will be funded using restricted fund sources such as Gas Tax, Proposition C, Traffic Fund, Water and Sewer Fund, Proposition A, Measure R, and other grants. Costs not covered by these funds (planning and environmental reviews, plan check, building and safety plan review, inspection, etc.) will be paid by the project applicants based on the actual costs for service determined on a project-by-project basis. General Funds will not be used unless first authorized by the Interim City Manager and/or the City Council and are budgeted.

ATTACHMENTS:

- A. Proposal Excerpts
- B. Contract No. 1730
- C. Proposals



November 4, 2013

Mr. Robert T. Dickey
Interim Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Subject: Statement of Qualifications for As Needed Professional Services

Dear Mr. Dickey:

Willdan Engineering is pleased to submit this Statement of Qualifications (SOQ) to the City of San Fernando to provide as-needed professional services. As a multidisciplinary firm, we have a full complement of resources under one roof, enabling us to provide a complete range of services to the City of San Fernando. Willdan has assembled a team of highly qualified and deeply experienced individuals who are fully committed to the successful completion of assignments under this contract.

Our firm has nearly 50-years of experience providing a wide range of support services to local government agencies throughout Southern California and the Western United States, including civil and traffic engineering, water/wastewater engineering, structural design, landscape architectural, planning, building and safety services, assessment district engineering, special funding administration, geotechnical services, and construction management. Because we focus solely on the needs of the public sector, we have a perspective on public agency issues that is unique among private consulting firms.

We believe there are several reasons why Willdan is uniquely qualified to undertake this important assignment for the City of San Fernando:

- **Knowledge of the City** – Willdan's knowledge of the City of San Fernando and our experience servicing as Building Official and providing engineering and financial services to the City will enable us to initiate work quickly and to respond appropriately to issues that arise during the course of this contract.
- **Nearly 50-Year Track Record** – Willdan has extensive experience providing a complete range of engineering services to local agencies on an "as-needed" basis and for specific projects. The firm's capabilities encompass streets and highways, drainage, water/wastewater, signals, traffic programs, bridges and structures, airports, landscaping, and mapping. We provide professional services in all phases of project development, including site analysis and conceptual development; preliminary and final design; and construction observation and administration. Since 1979, Willdan's Building and Safety Division has provided building department plan review and inspections for numerous public jurisdictions throughout the Western United States. Our Building and Safety Division offers services such as building and safety inspection, grading and right-of-way inspection, plan check, permit technician, construction management, code enforcement, building official, disaster recovery services, and assistance in the development permit process. Our services also include environmental planning and facility financing, and we employ state-of-the-art computer-aided design. We have direct experience with county, state, and federal processes, regulations, and requirements.

City of San Fernando
Statement of Qualifications for As Needed Professional Services
November 4, 2013
Page 2

- **Extensive Resources** – Willdan's numerous employees are available to meet the City's current needs and to provide a quick response in times of heavy workloads, emergencies, and disasters, such as earthquakes and flooding.
- **Experienced Staff** – Willdan's comprehensive engineering, planning, and building and safety services take projects from inception to completion. We will assign appropriately trained and highly qualified individuals to each project. Our staff has extensive experience in providing professional services for design engineering and architecture, construction management, inspection, geotechnical, surveying, special funding administration, grant writing, plan check, right-of-way acquisition (with legal descriptions and appraisals), assessment district engineering, transportation services, building and safety management (including public counter and field inspection), building and safety development plan review and consultant services, and community development services. Public contact positions will be filled with staff members who are bilingual in English and Spanish.
- **Grant Writing and Management** – Willdan has assisted in obtaining outside funding totaling over \$263 million for our client cities over the past 23 years.
- **Knowledge of Government Agencies** – Willdan's knowledge of and familiarity with the requirements of Caltrans, Los Angeles County Department of Public Works (LACDPW), Los Angeles County Community Development Commission (CDC), Department of Housing and Urban Development (HUD), and Los Angeles County Metropolitan Transportation Authority (Metro) are unmatched. In addition, Willdan is highly experienced in implementing the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit, the Americans with Disabilities Act (ADA), and the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR).

We very much appreciate this opportunity to submit our SOQ to the City of San Fernando and look forward to working with you. This SOQ is valid for a period of one-hundred and twenty (120) calendar days.

This SOQ is submitted by Willdan's Los Angeles (City of Industry) Regional office, which is located adjacent to the Crossroads Parkway interchange with the Pomona (Route 60) Freeway. Our address and telephone number are: 13191 Crossroads Parkway North, Suite 405, Industry, California 91746-3497, (562) 908-6200. Mr. William C. Pagett, PE, is the Senior Vice President and will have overall responsibility as Principal-in-Charge for the services provided to the City of San Fernando.

If you have any questions, please contact Mr. Bill Pagett at (562) 908-6214 or e-mail bpagett@willdan.com, or Mr. Adel Freij, PE, Principal Project Manager at (562) 908-6262 or e-mail afreij@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING


William C. Pagett, PE
Senior Vice President


Adel M. Freij, PE
Principal Project Manager



Firm Disciplines

Willdan possesses expertise in all facets of the public sector. The services required for the City of San Fernando are directly related to our core competencies. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City's one-stop shop to meet virtually any municipal service need.

Willdan's Engineering disciplines include:

City Engineering and Contract Staff Support

- | | |
|--|---|
| ▪ Capital Improvements Planning | ▪ Funding Application Assistance |
| ▪ User Rate Studies | ▪ Special Assessments |
| ▪ Planning Commission Services | ▪ Contract Administration |
| ▪ Construction Project Management and Inspection | ▪ Roadway Design, Inventory, and Rehabilitation |
| ▪ Impact Studies | ▪ Community Outreach |

PM/CM

Program Management Services

- Design Management
- Agency Approval Assistance
- Cost Estimating
- Bid Administration
- Contract Administration
- Claims Review and Investigation
- Federal Labor Compliance
- Public Relations

- Planning Approval Assistance
- Funding Assistance

Construction Management Services

- Constructability Review
- Resident Engineering
- Construction Observation
- Utility Coordination
- Material Sampling and Testing

Construction Inspection Services

- Meetings
- Reporting and Documenting
- Punch List Preparation
- Project Closeout

Civil Plan Review

Development Plan Review

- Grading Plans
- Erosion Control Plans
- Street Improvement Plans
- Tentative and Final Subdivision Maps

- Certificates of Compliance
- Street Lighting and Traffic Signal Plans
- Storm Drain Plans
- Sewer, Water, and Utility Plans

Transportation Engineering

Airport Engineering

- Runway Modifications
- Drainage On-site/Off-site
- Signing and Striping
- Roadway and Parking Lot Lighting Design
- Taxiway and Apron Improvements
- Utilities

- Runway and Taxiway Design
- Drainage Improvements
- Geology and Geotechnical
- Pavement Management and Rehabilitation
- Roadway Design
- T-Hangers

Airport Planning and Entitlements

- Financial Management
- Grant Procurement

Highway Engineering

- Master Plans
- Project Approval Documents
- HOV Lanes
- Local Streets and Roads

- Freeway Interchanges
- Highway and Bridge Design
- Pavement Management and Reconstruction

Transportation Engineering	
▪ Noise Barriers	▪ Seismic Retrofitting
▪ Transportation Planning	Rail Engineering
▪ Railroad Grade Separations	▪ Transit Engineering
Water Resources	
Water Supply	▪ Master Plans
▪ Planning	▪ Design
▪ Inspection	▪ Evaluation and Studies
▪ Water System Improvements	▪ Water, and Energy Conservation
Wastewater	▪ Master Plans
▪ Planning	▪ Design
▪ Inspection	▪ Evaluation and Rehabilitation of Sewage Systems
▪ Sewer System Management	▪ Sewage Lift Stations
▪ Stormwater Program Management	Flood Control and Stormwater/NPDES
▪ Master Plans	▪ Hydrology Reports
▪ Feasibility Studies	▪ Federal Insurance Studies (LOMR, CLOMR)
▪ Storm Water and Drainage Design	▪ Channel Improvements
▪ Financial, Legal, Political, Regulatory, and Technical Requirements	▪ Pollution Discharge Requirements(NPDES)/Permit Processing
▪ Hydraulic Models	▪ Scour and Sediment Transport Analysis
▪ Debris Dam and Side Weir Design	
Disaster Recovery Services	
▪ Operation of One-Stop Building Permit Centers	▪ FEMA Public Assistance
▪ Replacement or Repair of Damaged Storm Drains, Streets, and Bridges	▪ Guaranteed Plan Check and Inspection Turn-Around Performance
▪ Hazard Mitigation Plans	▪ Ability to Staff Up and Staff Down with the Workload
▪ Street and Storm Drain Clean-Up	▪ Removal of Burned Vehicles
▪ Preparation and Implementation of a Near-Term Erosion and Sediment Control Program	▪ Establishment and Management of Citywide Debris Removal Program
▪ Fast Mobilization Response	
Mapping	
▪ Easements and Legal Descriptions	▪ Expert Witness
GIS	
▪ Water Distribution System Mapping and Modeling	▪ Wastewater Collection System Mapping and Modeling
▪ Stormwater Collection System Mapping and Modeling	▪ Field Data Collection
▪ Hydrologic and Hydraulic Modeling	▪ Pavement Management
▪ Municipal Planning and Zoning	▪ Land Subdivision
▪ Building Permits	▪ Transportation Planning and Traffic Analysis
▪ Vehicle Routing	▪ Public Safety – Police, Fire
▪ Disaster Management	▪ NPDES IC/ID Reporting
▪ GASB 34 Asset Inventory	▪ Assessment District Management
▪ Maintenance District Mapping	▪ Housing Inventory/Blight Analysis
▪ Street Address Assignment	
Planning	
Community Development	▪ Grant Applications/Administration
▪ Property Rehabilitation Programs	▪ Housing Studies and Programs

▪ Redevelopment	▪ Economic Development
▪ Labor Standards Compliance	Contract Staff Services
▪ Interim City/County Staff Assignments	▪ Overload Case Processing
▪ On-Call Support	▪ Expedited Permit Processing
▪ Expert/Specialized Staff	▪ Project Management
▪ Staff Training	▪ Evaluation of Department Staffing and Operations
▪ Start-Up of New Planning Departments	Environmental Planning
▪ CEQA/NEPA Compliance/Document Preparation	▪ Technical Studies/Resource Assessments
▪ Mitigation Monitoring Programs	▪ Agency and Process Coordination
▪ Third-Party Environmental Review	▪ Legal Challenge Assistance
Urban Planning and Design	▪ General Plan Elements
▪ Specific Plans	▪ Zoning Ordinances/Development Codes
▪ Land-Use Plans and Studies	▪ Community Plans
▪ Design Manuals and Guidelines	▪ Site Planning and Analysis
▪ GIS Databases and Mapping	▪ Urban Design Plans
▪ Smart Growth Programs	
Landscape Architecture	
Landscape Design	▪ Recreation Facility Design
▪ Parks and Sports Field Design	▪ Urban Beautification
▪ Construction Documents and Bidding	▪ Design Manuals and Guidelines
▪ Recreational Trails Design	▪ Photographic View Simulations
▪ Native Vegetation Mitigation	Landscape Management
▪ Construction Management and Administration	▪ Landscape Maintenance Contract Updates
▪ Plan Check Services	▪ Assessment Districts/Homeowners Associations Inventories
▪ Irrigation Systems Auditing	Urban Forestry
▪ Street Tree Inventories	▪ Policy and Procedure Developments
▪ Management Contract Documentation and Administration	▪ Landscape Planning
▪ Site Planning	▪ Resource and Cost Analysis Services
▪ Master Planning	
Structural Engineering	
Consulting Services	▪ Study and Analysis
▪ Bridge Advance Planning Studies	▪ Bridge Planning/Feasibility Studies
▪ Bridge Evaluations	▪ Bridge Inventory and Operating Rating Study
▪ Bridge Sufficiency Rating Analysis	▪ HBRR (now HBP) Funding Application
Bridge Preliminary Engineering	▪ Bridge Type Selection Report
▪ Bridge Preliminary Design	▪ Seismic Retrofit Strategy Report
Design and Construction	▪ Local Bridge Replacement/Rehabilitation
▪ Freeway Overcrossing, Undercrossing, and Ramp	▪ High-Occupancy Vehicle (HOV) Bridge Widening
▪ Railroad Bridge and Grade Separation	▪ Bridge Seismic Retrofit.
Building and Safety	
Plan Review and Inspection	▪ Commercial
▪ Residential	▪ Industrial
▪ Medical	▪ Schools
▪ Casinos	▪ Correctional Facilities
▪ Solar Installations	Contract Staffing

▪ Plan Reviewers	▪ Inspectors
▪ Counter Support	▪ Permit Technicians
▪ Code Enforcement	▪ Building Official
Staff Certifications	▪ ADA
▪ Architectural	▪ CASp
▪ Electrical	▪ Energy
▪ Fire	▪ Green Building
▪ Mechanical	▪ Plumbing
▪ Structural	
Code Enforcement	
▪ Review, Study, and Analysis of Existing Programs	▪ Vehicle Abatement and Parking Enforcement
▪ Neighborhood Cleanup and Improvement Programs	▪ Community Education Programs
▪ Development of Educational Materials	▪ Provide Project Managers and/or Supervisors as On-Site Employees
▪ Provide Full-Time, Part-Time, Interim and/or Weekend Staff as On-Site Employees	▪ Development, Implementation, and Staffing of Graffiti Abatement Programs
▪ Development of Ordinances and Writing of Grant Proposals	▪ Assist in Enforcement, including Prosecution by City and District Attorneys
Traffic Engineering	
Studies and Analysis	▪ Traffic Impact Analysis
▪ Traffic Impact Fee Development	▪ Parking, Circulation, Crosswalk and School-Area Safety
▪ Suggested Route to School Studies	▪ Pedestrian
▪ Engineering and Traffic Surveys	City Traffic Engineering
▪ City Traffic Engineer Staffing	▪ Grant Applications to State and Federal Agencies
▪ Operation and Roadway Improvements	▪ Work Area Traffic Control Training
Traffic Design and Operations	▪ Geometric Design
▪ Signal Interconnect Design	▪ Computer-Assisted Traffic Signal Coordination Timing
▪ Engineering and Traffic Surveys	▪ Traffic Signal, Signing and Striping, Design
▪ Commuter Rail Projects	▪ Transportation Modeling
▪ Bus Transit Systems	▪ Traffic Signal Control System Design, Implementation, and Operation
▪ Street Lighting Systems	

Willdan's Financial disciplines include:

Financial Consulting	
▪ Revenue Enhancement	▪ Fee Comparison Study
▪ Fee and Rate Studies	▪ Special District Formations
▪ Facility Financing Plans	▪ Economic Impact Analysis
▪ Annexations and Incorporations	▪ Development Projections
▪ Infrastructure Evaluation and Analysis for GASB 34 Compliance	▪ Reassessment Engineering for Bond Refunding
▪ Financial Projections	
Federal Compliance	
▪ Post-Issuance Compliance	▪ Arbitrage Rebate Reporting
▪ Annual Disclosure Reporting	▪ IRS FORM Preparation
▪ Audit Assistance	▪ Continuing Disclosure Certificate Review

District Administration

- | | |
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| <ul style="list-style-type: none"> ▪ MuniMagic—Willdan's Tested and Proven Database Management Software ▪ Maintenance of Parcel Data ▪ Management of Payment Tracking ▪ Central Maintenance of Bond-Related Information | <ul style="list-style-type: none"> ▪ Special Taxes, Assessments, Fees and Charges ▪ Flexible Reporting ▪ Financial Modeling and Analysis ▪ AB 811/PACE Program Development and Administration |
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Willdan's Sustainability Services disciplines include:

Sustainable Solutions

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| <ul style="list-style-type: none"> ▪ Integrate Energy Efficiency ▪ Land Use | <ul style="list-style-type: none"> ▪ Water Conservation ▪ Recycling, and Renewables |
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Energy Efficiency

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| <ul style="list-style-type: none"> ▪ Comprehensive Surveys and Audits ▪ Implementation Services ▪ Benchmark Analysis ▪ Partnering with Local Governments | <ul style="list-style-type: none"> ▪ Marketing and Outreach Services ▪ Program Design and Management ▪ Metering |
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Water Conservation

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| <ul style="list-style-type: none"> ▪ Audits and Surveys ▪ Engineering | <ul style="list-style-type: none"> ▪ Analysis ▪ Working with Local Governments and Water Agencies |
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Information Technology Services

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| <ul style="list-style-type: none"> ▪ Requirement Analysis ▪ Software and Hardware Procurement ▪ Web-based Solutions | <ul style="list-style-type: none"> ▪ Software Development, Support and Maintenance ▪ Outsourcing Solutions ▪ Data Centers |
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Willdan's Homeland Security, Public Safety and Emergency Response disciplines include:

Training

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| <ul style="list-style-type: none"> ▪ Basic and Advanced Emergency Response Preparedness Training ▪ Emergency Operations Center Training | <ul style="list-style-type: none"> ▪ Business and Industry Crisis Management Workshops ▪ NIMS/SEMS/ICS Training |
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Planning/Hazards Mitigation

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| <ul style="list-style-type: none"> ▪ Design, Implement, Review and/or Evaluate Government and Business Emergency Operations and Hazards Mitigation Plans | <ul style="list-style-type: none"> – Municipal Governments – Special Districts – School Districts – Private Business and Industry |
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Exercises

- | | |
|---|---|
| <ul style="list-style-type: none"> ▪ Weapons of Mass Destruction ▪ Mass Casualty Transportation Disasters ▪ Natural Disaster Response and Recovery | <ul style="list-style-type: none"> ▪ Terrorism Incident Response ▪ Civil Disorder Events ▪ Large Event Planning (Superbowl, RNC, Concerts, etc.) |
|---|---|

WILLDAN GRANT/FUNDING SUCCESSES SINCE 1990

Willdan has assisted in obtaining outside funding totaling almost \$263 million for our client cities over the past 23 years. The following list details the specific funding sources and each client city for whom we have assisted in obtaining this funding.

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
Agoura Hills	Environmental Enhancement and Mitigation	Canwood Street Widening	1992	\$121,000
Agoura Hills	HES	Agoura Road at Kanan Road	1996	\$50,000
Agoura Hills	Open Space and Recreational Trails Grant	Reyes Adobe School	2005	\$150,000
Agoura Hills	STPL	Kanan Road	2005	\$500,000
Agoura Hills	STPL	Rt 101 Freeway	1994	\$280,000
Artesia	CDBG	Housing Conditions Survey	2005	\$35,000
Artesia	HOME	Housing Rehabilitation Program	2007	\$600,000
Baldwin Park	TCI	Commuter Rail Station	1991	\$242,000
Baldwin Park	TCI	Commuter Rail Station	1992	\$300,000
Bell Gardens	AB2788	Traffic Signal Coordination Project	1996	\$10,000
Bell Gardens	Aid to Cities	Gage Avenue Traffic Signals	1993	\$144,166
Bell Gardens	Aid to Cities (special)	Gage Avenue Traffic Signals	1993	\$39,150
Bell Gardens	California Energy Commission	Traffic signal conversion	2001	\$85,825
Bell Gardens	CDBG	Banner Poles	1997	\$75,000
Bell Gardens	CDBG	Bell Gardens & Ford Parks	2000	\$627,000
Bell Gardens	CDBG	Clara Storm Drain	1995	\$281,000
Bell Gardens	CDBG	Colmar Storm Drain	2001	\$270,000
Bell Gardens	CDBG	Eastern Avenue Parking Lots	1995	\$169,000
Bell Gardens	CDBG	Garfield Avenue	1992	\$800,000
Bell Gardens	CDBG	Garfield Storm Drain	1995	\$350,000
Bell Gardens	CDBG	Hannon/Scout Park	2002	\$50,000
Bell Gardens	CDBG	Jaboneria SD/Overlay	1999	\$106,000
Bell Gardens	CDBG	Local Streets Resurfacing 01-02	2001	\$250,000
Bell Gardens	CDBG	Local Streets Resurfacing 02-03	2002	\$340,000
Bell Gardens	CDBG	Parkway Trees South of Florence Avenue	2000	\$150,000
Bell Gardens	CDBG	Sewer IV	1996	\$296,000
Bell Gardens	CDBG	Traffic Signal Eastern/Loveland	1995	\$99,000
Bell Gardens	CDBG	Traffic Signal Eastern/Muller	1996	\$95,000
Bell Gardens	CDBG	Various public services and housing/commercial rehabilitation projects	1995	\$407,000
Bell Gardens	CDBG	Various public services, business loans and housing/commercial rehabilitation projects	1996	\$851,000
Bell Gardens	HES	Traffic Signal	1999	\$61,456

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
		Florence/Jaboneria		
Bell Gardens	LACDPW	Eastern Storm Drain	2000	\$275,000
Bell Gardens	LACDPW	Kress Storm Drain	1994	\$1,600,000
Bell Gardens	LACO Regional Park and Open Space District Grant	Parkway Trees South of Florence Ave.	1988	\$100,000
Bell Gardens	Los Angeles County Truck Impacted Intersection Improvements Fund	Gage/Foster Bridge Intersection	2000	\$305,000
Bell Gardens	Mountains Recreation and Conservation Authority Grant	Jaboneria/Shull Park	2000	\$250,000
Bell Gardens	OTS	Collision Analysis Program	1996	\$124,000
Bell Gardens	Per Parcel Discretionary Grant	Jaboneria/Shull Park	2000	\$64,357
Bell Gardens	Prop A	Bell Gardens & Ford Parks	2000	\$197,000
Bell Gardens	Prop C	Clara Overlay	1997	\$190,000
Bell Gardens	Prop C	Eastern Overlay	2000	\$380,000
Bell Gardens	Prop C	Florence Overlay	1998	\$799,000
Bell Gardens	Prop C	Gage/Foster Bridge Intersection	2000	\$40,000
Bell Gardens	Prop C	Gage/Garfield Traffic Signal	1995	\$50,000
Bell Gardens	Prop C	Garfield Overlay	1999	\$450,000
Bell Gardens	Prop C	I-710 Freeway Study	2000	\$50,000
Bell Gardens	Prop C	Jaboneria Overlay	2000	\$150,000
Bell Gardens	Prop C	Jaboneria/Clara & Florence/Scout Traffic Signal	1995	\$500,000
Bell Gardens	Prop C	Street Resurfacing & 93/94 Slurry Seal	1995	\$360,000
Bell Gardens	Prop C	Street Resurfacing 94/95	1996	\$580,000
Bell Gardens	Safe Routes to School	Flashing Beacon, 2 traffic signals, curb ramps	2000	\$500,000
Bell Gardens	SLTPP	Garfield Overlay	1999	\$35,492
Bell Gardens	SLTPP	Street Resurfacing & 93/94 Slurry Seal	1995	\$46,000
Bell Gardens	SLTPP	Street Resurfacing 95/96	1996	\$100,655
Bell Gardens	STIP	Jaboneria Overlay	2000	\$173,000
Bell Gardens	STPL	Eastern Avenue Street & Storm Drain	1991	\$654,719
Bell Gardens	STPL	Eastern Medians	2003	\$619,710
Bell Gardens	STPL	Florence Overlay	1996	\$382,644
Bell Gardens	STPL	Garfield Overlay	1999	\$248,994
Bell Gardens	STPL	Scout Avenue Realignment	1993	\$183,993
Bell Gardens	TDA Article 3	Eastern Medians	2003	\$23,583

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
Bell Gardens	TDA Article 3	Local Street Resurfacing 00-01	2001	\$19,549
Bell Gardens	TDA Article 3	Safe Routes to School	2002	\$21,387
Bell Gardens	TDA Article 3	Sidewalk Improvements	1997	\$17,879
Bell Gardens	TDA Article 3	Sidewalk Improvements	1998	\$18,016
Bell Gardens	TDA Article 3	Sidewalk Improvements	1999	\$16,014
Bell Gardens	TDA, Article 3	Garfield Overlay	2000	\$31,745
Bell Gardens	Trees for the Millennium Grant	Parkway Trees South of Florence Avenue	2000	\$50,000
Bell Gardens	Underground District	Florence Avenue Underground	1994	\$780,000
Bellflower	MTA	West Santa Ana Branch Greenway	1994	\$50,000
Bellflower	UPARR	Thompson Park	1993	\$150,000
Calabasas	Disaster Assistance	Mulholland Highway	2005	\$561,188
Calimesa	CDBG	Housing & Income Survey	2004	\$35,000
Calimesa	CDBG	Housing Rehabilitation	2004	\$500,000
Camarillo	HBRR	Calleguas Creek Bridge	1995	\$1,700,000
Colusa	CDBG	Housing Rehabilitation	1995	\$500,000
Colusa County	CDBG	Housing rehabilitation and Pierce High School swimming pool renovation	1996	\$432,000
Community College Training Group (Citrus, Rio Hondo, Pasadena, Mt. Sac, Colleges and the SGVCCC)	Chancellor's Office California Community Colleges – Model Community Economic Development Project Grant	Foreign Trade Zone Training	1996	\$135,591
Community College Training Group (Citrus, Rio Hondo, Pasadena, Mt. Sac, Colleges and the SGVCCC)	Chancellor's Office California Community Colleges – Model Community Economic Development Project Grant	Foreign Trade Zone/International Trade Curriculum Development	1997	\$119,996
Community College Training Group (Citrus, Rio Hondo, Pasadena, Mt. Sac, Colleges and the SGVCCC)	Chancellor's Office California Community Colleges – Model Community Economic Development Project Grant	Marketing of Workforce Training	1998	\$176,362
Cudahy	California Energy Commission	Traffic signal conversion	2001	\$31,775
Cudahy	HOME	Homebuyer Assistance Program	2001	\$500,000
Cudahy	STIP	Live Oak Overlay	2000	\$73,000
Cudahy	STPL	Santa Ana/Clara Overlay	2000	\$101,039

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
Dana Point	CTFP - Measure M	Town Center Beautification Phases I-IV	1994-2000	\$2,000,000
Dana Point	Federal Highway Administration	Coast Highway Landslide Remediation	1994	\$2,943,000
Dana Point	HES	PCH/Crown Point Parkway Median Barrier Upgrade	1996	\$180,000
Dana Point	OTS	Traffic Control Device Inventory	1994	\$50,000
Dana Point	SLTPP	Annual Roadway Resurfacing Projects	1994-97	\$150,000
Downey	OTS	High Accident Rate Location Study	1994	\$23,700
Downey	OTS	Suggested Route to School Plans	1993	\$7,500
El Monte	FCR (obligation)	Ramona Boulevard Grade Separation	1993	\$9,000,000
Hawaiian Gardens	American Recovery & Reinvestment Act	Norwalk Boulevard	2009	\$500,000
Hawaiian Gardens	CDBG	Various public services and housing/commercial rehabilitation projects	2001	\$658,823
Hawaiian Gardens	CDBG	Various public services and housing/commercial rehabilitation projects	2002	\$530,285
Hawaiian Gardens	CDBG	Various public services and housing/commercial rehabilitation projects	2003	\$416,030
Hawaiian Gardens	CDBG	Various public services and housing/commercial rehabilitation projects	2004	\$367,173
Hawaiian Gardens	HOME	Homebuyer Assistance Program	2001	\$500,000
Hawaiian Gardens	Safe Routes to School	Civic Center Drive (2 locations), and Norwalk/Claretta at Carson & 214th	2003	\$170,370
Hawaiian Gardens	Safe Routes to School	Cycle 5 - Elaine Avenue & 214th & 215th Street	2004	\$174,330
Hawaiian Gardens	Safe Routes to School	Cycle 6 - 226th & Claretta Avenue & Wardham Avenue & Cortner Avenue	2006	\$84,600
Hawaiian Gardens	Safe Routes to School	Cycle 7 - Miscellaneous Improvements Near Ferguson Elementary School	2008	\$189,090
Hawaiian Gardens	Safe Routes to School	Various Locations within Vicinity of School	2003	\$170,370
Hawaiian Gardens	SAFETEA-LU	Bloomfield Medians	2006	\$320,000
Hawaiian Gardens	STIP	Civic Center Drive Overlay	2000	\$60,000
Hawaiian Gardens	STPL	Carson Street	2005	\$429,000
Hawaiian Gardens	STPL	Norwalk Overlay	2000	\$172,814
Hercules	R-TSOP	Traffic Signal Interconnect	1993	\$105,750
Hercules	STPL	Intersection improvement (eight signal installation)	1991	\$450,000
Hercules	STPL	Street improvement/bicycle	1993	\$530,000

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
		lane		
Hercules	STPL	Street improvements/bicycle lane	1992	\$232,000
Huntington Beach	Petroleum Violators Escrow Account (PVEA)	City Wide Traffic Signal Timing	1992	\$150,000
La Canada Flintridge	American Recovery & Reinvestment Act	Resurfacing Various Streets 1	2009	\$964,700
La Canada Flintridge	American Recovery & Reinvestment Act	Resurfacing Various Streets 2	2010	\$165,300
La Canada Flintridge	Call for Projects	Foothill Boulevard Link Linear Park and Bikeway	2011	\$1,181,200
La Canada Flintridge	Congestion Mitigation Air Quality	East/West Bikeway - Red Route	2010	\$31,800
La Canada Flintridge	Emergency Relief	563 Highland Drive Slope Reconstruction	2009	\$141,220
La Canada Flintridge	Emergency Relief	Highland/Berkshire Slope Reconstruction	2008	\$444,269
La Canada Flintridge	HBRR	Berkshire Place Bridge	2001	\$2,000,000
La Canada Flintridge	HBRR	Foothill Blvd. Bridge	2001	\$1,000,000
La Canada Flintridge	HBRR	Jessen Drive Bridge over Earl Canyon	2001	\$1,100,000
La Canada Flintridge	HSIP	Angeles Crest Highway Center Medians (SR-2)	2007	\$524,700
La Canada Flintridge	OTS	Foothill Blvd. At Indiana - In-Pavement Crosswalk Lights	2003	\$20,000
La Canada Flintridge	Safe Routes to School	Cycle 7 - La Canada Blvd.	2008	\$859,230
La Canada Flintridge	Safe Routes to School	Foothill Blvd. Sidewalk Improvements and Street Widening	2004	\$445,000
La Canada Flintridge	Safe Routes to School	Sidewalks, Raised Crosswalks, 4 Speed Display Signs	2010	\$184,500
La Canada Flintridge	Safe Routes to School	Various School Locations	2004	\$297,000
La Canada Flintridge	STIP	Foothill/Vineta Overlay	2000	\$163,000
La Canada Flintridge	STPL	Foothill Boulevard	2002	\$340,840
La Canada Flintridge	STPL	Foothill Boulevard	2005	\$420,000
La Mirada	STPL	Imperial Highway	2005	\$987,981
La Palma	CTFP - Measure M	Del Amo Blvd. Bridge over Coyote Creek	2003	\$600,000
La Palma	CTFP - Measure M	Walker St. Bridge over Coyote Creek	2003	\$600,000

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
La Puente	HSIP	Intersection of Amar Rd. and Tonopah Ave.	2009	\$200,790
La Puente	Safe Routes to School	Cycle 8 - Nelson ES, Del Valle ES & Sierra Vista MS	2010	\$664,470
Lake Forest	CTFP - Measure M	Citywide Bus Benches	1996	\$16,128
Lake Forest	CTFP - Measure M	El Toro Road Interconnect	1996	\$219,280
Lake Forest	CTFP - Measure M	El Toro Road Traffic & Landscape Improvement	2001	\$4,300,000
Lake Forest	CTFP - Measure M	Lake Forest Drive Interconnect	1996	\$236,480
Lake Forest	CTFP - Measure M	Lake Forest Drive Timing Study	1996	\$16,800
Lake Forest	CTFP - Measure M	Trabuco Road Interconnect	1996	\$134,320
Lake Forest	HES	Traffic Signal Installation and Modification	1994	\$195,000
Lake Forest	SLTPP	Special Street Maintenance	1995	\$48,813
Lake Forest	SLTPP	Special Street Maintenance	1996	\$74,100
Lake Forest	Urban Forestry Grant Program	Citywide Replanting	1996	\$25,000
Lakewood	American Recovery & Reinvestment Act	Bloomfield Avenue	2009	\$900,000
Lakewood	American Recovery & Reinvestment Act	South Street	2009	\$1,545,000
Lakewood	HSIP	Traffic Signal Modifications at Seven Locations	2008	\$479,070
Los Angeles	HBRR	No. Main St. Bridge over LA River	2000	\$7,200,000
Los Angeles	HBRR	No. Spring St. Bridge over LA River	2000	\$9,800,000
Los Angeles	HBRR	Riverside Dr. Bridge over LA River	2000	\$9,800,000
Los Angeles	HBRR	Riverside Drive Viaduct	2000	\$8,400,000
Los Angeles	HBRR	Sunset Blvd. Over Silver Lake Blvd.	2000	\$1,400,000
Manhattan Beach	Safe Routes to School	Cycle 8 - On City Street and Adjacent to 9 Schools	2009	\$735,930
Marysville	HOME	Housing Rehabilitation Program	2007	\$600,000
Maywood	California Energy Commission	Traffic signal conversion	2001	\$43,985
Maywood	STIP	53 rd Overlay	2000	\$112,000
Maywood	STPL	55 th /Maywood Overlay	2000	\$152,738
Maywood	STPL	Slauson Medians	2003	\$495,000
Monterey Park	American Recovery & Reinvestment Act	Various City Street Resurfacing 2009-10	2009	\$1,889,000

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
Newport Beach	OCTA	Traffic Signal Improvement Program	1993	\$1,000,000
Norwalk	HES	Firestone/Imperial Traffic Signal	2002	\$82,000
Paramount	American Recovery & Reinvestment Act	Downey Avenue & Garfield/Howery Traffic Signal	2009	\$700,000
Paramount	American Recovery & Reinvestment Act	Rosecrans Avenue Resurfacing	2009	\$629,000
Paramount	American Recovery & Reinvestment Act	Somerset Boulevard & Orange Avenue	2009	\$371,000
Paramount	California Energy Commission	Traffic signal conversion	2001	\$31,775
Paramount	Caltrans	I-105 Freeway Waterline Loops	1996	\$200,000
Paramount	CDBG	Downey/Jefferson Overlay	2000	\$222,000
Paramount	CDBG	Lakewood Medians	1998	\$140,000
Paramount	CDBG	North Garfield Overlay	1999	\$99,000
Paramount	CDBG	Paramount Boulevard Overlay and Medians	1997	\$101,185
Paramount	CDBG	Paramount/Jackson Entry Improvements	1998	\$75,000
Paramount	CDBG	Somerset Overlay	1998	\$228,000
Paramount	CDBG	Storm Drains	1999	\$842,000
Paramount	CDBG	Various public services and housing/commercial rehabilitation projects	1998	\$1,376,700
Paramount	CDBG	Various public services and housing/commercial rehabilitation projects	1999	\$1,346,542
Paramount	CDBG	Various public services and housing/commercial rehabilitation projects	2001	\$1,410,650
Paramount	CDBG	Various public services and housing/commercial rehabilitation projects	2002	\$1,366,593
Paramount	Environmental Enhancement and Mitigation	All American Park	1991	\$200,000
Paramount	HBRR	Rosecrans Left Bridge over LA River	2001	\$9,900,000
Paramount	HBRR	Rosecrans Right Bridge over LA River	2001	\$9,900,000
Paramount	HBRR	Somerset over LA River	2001	\$7,200,000
Paramount	HOME	Residential Rebates program	1998	\$367,000
Paramount	HOME	Residential Rebates program	2001	\$467,000
Paramount	HOME	Residential Rebates program	2002	\$463,000
Paramount	HSIP	Traffic Signal Garfield Avenue at Petterson Lane	2008	\$168,300

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
Paramount	HUD Disaster Recovery Initiative Funds	Street and Storm Drains in Orange Ave. and Sans Area	2001	\$842,000
Paramount	Los Angeles County Discretionary Funds	Storm Drain/Street Improvements on Garfield Avenue	2003	\$700,000
Paramount	Prop C	Downey Overlay	1999	\$67,000
Paramount	Prop C	Downey/Jefferson Overlay	2000	\$450,000
Paramount	Prop C	North Garfield Overlay	1999	\$117,500
Paramount	Prop C	Paramount Boulevard Overlay and Medians	1997	\$64,242
Paramount	Prop C	Somerset Overlay	1998	\$182,000
Paramount	Safe Routes to School	Cycle 6 -Orange Avenue & San Miguel Street. Orange Avenue between Alondra Boulevard & Myrrh	2006	\$176,400
Paramount	SAFETEA-LU	Rosecrans Avenue Resurfacing	2006	\$320,000
Paramount	SLTPP	Overlay FY '97	1999	\$80,556
Paramount	SLTPP	Water/Overlay '97	1999	\$16,972
Paramount	SLTPP	Water/Overlay '98	1999	\$26,562
Paramount	State of California	Alondra Grade Separation	1993	\$7,600,000
Paramount	State of California	Alondra Grade Separation	1994	\$660,000
Paramount	STIP	Garfield Overlay	2000	\$238,000
Paramount	STPL	Alondra Blvd. Medians	2002	\$997,555
Paramount	STPL	Downey Overlay	1999	\$207,917
Paramount	STPL	Downey Railroad Crossing	1999	\$67,740
Paramount	STPL	North Garfield Overlay	1999	\$240,886
Paramount	STPL	Paramount Boulevard Overlay and Medians	1997	\$369,924
Paramount	STPL	Somerset Boulevard Resurfacing	2006	\$695,000
Paramount	STPL	Traffic Signal North Garfield/Mendy	1999	\$85,400
Paramount	STPL	Tree Planting along Century Freeway	1994	\$127,000
Paramount	Underground District	Alondra Boulevard	1993	\$2,000,000
Paramount	Underground District	Lakewood Boulevard	1994	\$250,000
Pico Rivera	American Recovery & Reinvestment Act	Beverly Boulevard	2009	\$1,960,000
Pico Rivera	Safe Routes to School	Infrastructure-2 Traffic Signals, Beacons, Sidewalks, School Xwalks	2011	\$998,500
Pico Rivera	Safe Routes to School	Non-Infrastructure – School Area Safety Action Plans for 11 Schools	2011	\$275,000
Pico Rivera	STPL	Paramount Boulevard	2008	\$2,480,000

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
Placer County	CDBG	Infrastructure Support for New Housing	2003	\$500,000
Placer County	CDBG	New Construction Feasibility Study	2003	\$35,000
Placer County	HOME	Homebuyer Assistance Program	2003	\$400,000
Rancho Palos Verdes	American Recovery & Reinvestment Act	Arterial Streets - Hawthorne Boulevard, PV Drive West, PV Drive South	2009	\$1,262,000
Rancho Palos Verdes	STPL	Crest Road	2003	\$613,230
Rancho Palos Verdes	STPL	Hawthorne and Palos Verdes Drive West	2007	\$673,000
Rolling Hills Estates	American Recovery & Reinvestment Act	Citywide LED Internally Illuminated Street Name Sign	2009	\$65,175
Rolling Hills Estates	American Recovery & Reinvestment Act	Palos Verdes Drive North Resurfacing Project	2009	\$380,386
Rolling Hills Estates	American Recovery & Reinvestment Act	Traffic Signal Modification at Palos Verdes Drive North/Crenshaw	2009	\$54,439
Rolling Hills Estates	Call for Projects	Palos Verdes Drive North Bike Lanes	2007	\$2,441,000
Rolling Hills Estates	Safe Routes to School	Palos Verdes Drive North Bike Lanes	2007	\$554,580
Rolling Hills Estates	STIP	Palos Verdes Drive East/Hawthorne Overlay	2000	\$59,000
Rolling Hills Estates	STPL	Battery Backup Various Locations	2005	\$170,000
Rolling Hills Estates	STPL	Traffic signal upgrade	2000	\$149,285
Rolling Hills Estates	Transportation Enhancement Activities Call for Projects	Deep Valley Drive	2004	\$209,000
Rosemead	AQMD	Marshall at Rosemead Boulevard traffic signal	1996	\$54,000
Rosemead	AQMD	Marshall at Walnut Grove traffic signal	1996	\$25,000
Rosemead	AQMD	New at Newmark and Mission at Encinita traffic signal	1996	\$140,000
Rosemead	AQMD	Temple City at Loftus traffic signal	1994	\$48,800
Rosemead	California Energy Commission	LED Traffic Signal Lights	2000	\$121,000
Rosemead	California Energy Commission	Traffic signal conversion	2001	\$120,910
Rosemead	Caltrans	Marshall at Rosemead Boulevard traffic signal	1996	\$70,000

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	1990	\$697,000
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	1991	\$865,000
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	1992	\$927,000
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	1993	\$965,000
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	1994	\$1,314,000
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	1995	\$2,101,467
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	1996	\$1,409,700
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	1997	\$1,557,000
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	1998	\$1,507,000
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	1999	\$1,517,000
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	2000	\$1,523,581
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	2001	\$1,577,537
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	2002	\$1,541,916
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	2003	\$1,422,520

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
Rosemead	CDBG	Various public works, public services, and housing/commercial rehabilitation projects	2004	\$1,394,618
Rosemead	Department of Justice Community Policing Grant	Provide two additional sheriff deputies and patrol cars	1994	\$606,000
Rosemead	HBRR	Garvey Ave. Bridge over Rio Hondo	2001	\$10,100,000
Rosemead	HBRR	Garvey Avenue Bridge Reconstruction over Rio Hondo	2001	\$10,580,000
Rosemead	HBRR	Grand Avenue Bridge	1992	\$550,000
Rosemead	HBRR	Hellman Ave. Bridge over Alhambra Wash	2003	\$858,802
Rosemead	HOME	Construction of new senior citizen housing	1995	\$448,000
Rosemead	HOME	Construction of new senior citizen housing	1996	\$500,000
Rosemead	HOME	Homebuyer Assistance Program	1998	\$467,000
Rosemead	HOME	Homebuyer Assistance Program	1999	\$503,000
Rosemead	HOME	Homebuyer Assistance Program	2000	\$503,000
Rosemead	HOME	Homebuyer Assistance Program	2001	\$559,000
Rosemead	HOME	Homebuyer Assistance Program	2002	\$557,000
Rosemead	HOME	Homebuyer Assistance Program	2003	\$572,000
Rosemead	HOME	Homebuyer Assistance Program	2004	\$568,577
Rosemead	LACDPW	Glenmead Storm Drain	1992	\$1,200,000
Rosemead	OTS	Bicycle and Pedestrian Safety Study	1994	\$11,600
Rosemead	OTS	Bicycle and pedestrian safety study	1995	\$11,613
Rosemead	Prop C	Marshall Street street resurfacing	1995	\$110,000
Rosemead	Prop C	Valley Boulevard Improvements	1996	\$575,000
Rosemead	Prop C	Walnut Grove and Mission Street resurfacing	1995	\$648,000
Rosemead	Safe Routes to School	Replacing school sign, traffic signal installation	2000	\$120,000
Rosemead	SLTPP	Street Resurfacing	1990	\$71,260
Rosemead	SLTPP	Street Resurfacing	1991	\$54,556
Rosemead	SLTPP	Street Resurfacing	1992	\$61,948
Rosemead	SLTPP	Street resurfacing	1996	\$16,482
Rosemead	SLTPP	Walnut Grove and Mission Street resurfacing	1995	\$98,907
Rosemead	STIP	Various Street Resurfacing	1999	\$243,000

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
Rosemead	STIP	Various Streets Overlay	2000	\$243,000
Rosemead	STPL	Encinita Storm Drain	1993	\$550,000
Rosemead	STPL	San Gabriel Boulevard	2004	\$1,013,000
Rosemead	STPL	Valley Boulevard Improvements	1998	\$1,021,000
Rosemead	STPL	Walnut Grove Storm Drain	1994	\$800,000
Rosemead	TDA, Article 3	Sidewalk Repairs	1998	\$20,000
Rosemead	TDA, Article 3	Sidewalk Repairs	1999	\$23,000
Rosemead	Underground District	Valley Boulevard	1990	\$2,000,000
San Joaquin	BEGIN	Assistance to first-time home buyers	1996	\$499,275
San Joaquin	CDBG	Housing rehabilitation and public works	1996	\$401,400
San Joaquin	HOME	Assistance to first-time home buyers	1996	\$999,980
San Marino	Safe Routes to School	Huntington Drive Flashing Beacon and IRWL, High Visibility Crosswalks (SR2S-5)	2004	\$119,970
San Marino	Safe Routes to School	Walk and Bike to School Campaign	2008	\$310,000
Santa Ana	TSM	Four grants for various traffic signal system improvements	1992	\$8,000,000
Santa Fe Springs	STPL	Sound Walls	1994	\$2,500,000
Sierra Madre	CALDAP	Repair of homes damaged by Sierra Madre Earthquake	1992	\$527,000
South Gate	HSIP	Tweedy Boulevard between Alameda Street and Long Beach Boulevard - Center Median and Traffic Signal Modifications	2007	\$876,150
South Gate	HSIP	Upgrade Traffic Signal to Include Left Turn Phasing	2008	\$712,800
South Gate	Safe Routes to School	1.2 miles of Bike Lanes, 1,500 feet of Center Median, crosswalks	2010	\$213,300
South Gate	Safe Routes to School	Cycle 8 - Various Locations Near 14 Schools in the City of South Gate	2009	\$891,000
South Gate	Safe Routes to School	School Area Pedestrian Safety Measures - Flashing beacons, 122 countdown heads, 12 speed awareness signs, and widened sidewalks	2007	\$905,000
South Gate	Safe Routes to School	Walk and Bike to School Campaign	2008	\$200,000
South Gate	SAFETEA-LU	Atlantic Avenue Medians	2009	\$4,959,740
South Pasadena	STPL	Fair Oaks Resurfacing	1998	\$222,222
South Pasadena	STPL	Garfield Avenue	2003	\$431,232
South Pasadena	STPL	Garfield Resurfacing	2003	\$431,232
South Pasadena	STPL	Mission Overlay	2000	\$314,547

CITY/AGENCY	FUNDING SOURCE	PROJECT	YEAR	AMOUNT
Susanville	CDBG	Housing rehabilitation and public works	1995	\$500,000
Susanville	CDBG	Housing rehabilitation and public works	1996	\$500,000
Union Pacific Railroad	State Grade Separation Program	Santa Ana Branch Crossing Closures	1999	\$4,600,000
Upland	CALDAP	Repair of businesses damaged in the Upland Earthquake	1991	\$400,000
Upland	State Rental Rehabilitation Program Grant	Repair of substandard rental units	1992	\$138,200
Ventura	SLTPP	State Route 126/Kimball Road Interchange Project	1992	\$1,900,000
Westlake	PIE Grant	Santa Monica Bay Restoration Foundation	1994	\$6,250
				\$263,480,850

ATTACHMENT "B"
CONTRACT NO. 1730

2013

PROFESSIONAL SERVICES AGREEMENT

(As Needed Engineering, Construction Management, Design, Planning, and Recreation Services, etc.)
Willdan Engineering

THIS 2013 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Willdan Engineering (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" shall refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any specially trained and experienced firm or corporation for special services and advice on financial, economic, accounting, engineering, legal or administrative matters; and

WHEREAS, CITY's in-house personnel are not able to provide the types of specialized consulting services required under this engagement; and

WHEREAS, CITY require the performance of as needed professional services in connection with the Public Works, Community Development or Parks and Recreation; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of _____ 20____ under Agenda Item _____ ; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with 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 CONSULTANT AGREE AS FOLLOWS:

SCOPE AND PROSECUTION OF WORK; COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain proposal entitled On-Call Professional Services Proposal and compensation schedule dated as of _____20____ which is attached and incorporated hereto **Exhibit “A”** (hereinafter the “Compensation Schedule”). CONSULTANT further agrees to furnish to CITY labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.” The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONSULTANT nor anyone acting on CONSULTANT’s behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the “Notice to Proceed”).

1.2 TERM:

- A. This Agreement shall have a term of Three Years following City Council approval (hereinafter, the “Initial Term”).
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. At the request of City staff, CONSULTANT shall submit a proposal for services to be performed and complete all of the services and tasks for that project or program, at the rates of compensation set forth in that certain compensation schedule set forth under Exhibit A of the Scope of Work under the heading the Compensation Schedule. CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, as requested by the City. CITY shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

1.4 PAYMENT OF COMPENSATION:

- A. CITY shall compensate CONSULTANT on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONSULTANT and its various employees during the recently concluded month.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONSULTANT's monthly invoice.
- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, CITY may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.
- B. Payments for any Extra Work shall be made to CONSULTANT on a time-and-materials basis using CONSULTANT's standard fee schedule.

1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or

obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works or the Community Development Director (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates _____ to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;
 - B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or

result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.

2.9 SAFETY: CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.

2.10. NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the supervision of its employees, agents, contractors, subcontractors and subconsultants and for the negligent acts and/or omissions of the same. All persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.

3.2 REQUIRED COVERAGES: CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.
- 3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not

be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONSULTANT's to failure to comply with the insurance requirements set forth under this Article.

- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 3.10 NO LIMITATION ON LIABILITY: CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth under Article V of this Agreement.

IV. INDEMNIFICATION

- 4.1 The Parties agree that City, elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect the City as set forth herein.
- 4.2 To the fullest extent permitted by law, the Consultant shall (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability

was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

4.4 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.5 The obligations of Consultant under this Article will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers.

4.6 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

4.7 The City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification

provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT at least five (5) calendar days prior to the effective date of such termination for convenience. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.
- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No

waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:**Name****Address****Email****Telephone****Facsimile****CITY:**

City of San Fernando

Attn: Director of Public Works

117 Macneil Street

San Fernando, CA 91340

Tel: (818) 898-1222

Fax: (818) 361-6728

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax confirmation slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

6.4 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.5 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.6 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other consultants in connection with the various projects worked upon by CONSULTANT.

6.7 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.8 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.9 **FORCE MAJEURE:** Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed

by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

- 6.10 GOVERNING LAW; VENUE: 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.
- 6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification, or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications, or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party that is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:

City of San Fernando

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Rate Schedule**EXHIBIT "A"**

WILLDAN ENGINEERING
Schedule of Hourly Rates
 Effective July 1, 2013 to June 30, 2016

ENGINEERING		LANDSCAPE ARCHITECTURE	
Technical Aide.....	85.00	Assistant Landscape Architect	100.00
Drafter I	95.00	Associate Landscape Architect	115.00
Drafter II	100.00	Senior Landscape Architect	125.00
Senior Drafter	110.00	Principal Landscape Architect	150.00
GIS Analyst I	115.00	Principal Project Manager	180.00
GIS Analyst II	130.00		
GIS Analyst III	150.00		
Design Engineer I	115.00		
Design Engineer II	120.00		
Designer I	115.00		
Designer II	120.00		
Senior Design Engineer I	125.00		
Senior Design Engineer II	130.00		
Senior Designer	130.00		
Associate Engineer	135.00		
Design Manager	135.00		
Senior Design Manager	145.00		
Senior Engineer	145.00		
Supervising Engineer	160.00		
Program Manager	180.00		
Project Manager	180.00		
City Engineer	180.00		
Principal Project Manager	180.00		
Deputy Director	180.00		
Director	180.00		
CONSTRUCTION MANAGEMENT			
Labor Compliance Specialist	95.00		
Labor Compliance Manager	120.00		
Utility Coordinator	125.00		
Assistant Construction Manager	120.00		
Construction Manager	145.00		
Senior Construction Manager	155.00		
Project Manager	180.00		
Deputy Director	180.00		
Director	180.00		
INSPECTION SERVICES			
Assistant Public Works Observer	**100.00/110.00		
Public Works Observer	**100.00/110.00		
Senior Public Works Observer	110.00		
Supervising Public Works Observer	120.00		
MAPPING AND EXPERT SERVICES			
Survey Analyst I	100.00		
Survey Analyst II	115.00		
Calculator I	100.00		
Calculator II	110.00		
Senior Calculator	120.00		
Senior Survey Analyst	130.00		
Supervisor - Survey & Mapping	155.00		
Principal Project Manager	180.00		
		BUILDING AND SAFETY	
		Assistant Code Enforcement Officer	70.00
		Plans Examiner Aide	75.00
		Assistant Construction Permit Specialist	85.00
		Construction Permit Specialist	80.00
		Code Enforcement Officer	80.00
		Assistant Building Inspector	**95.00/110.00
		Senior Code Enforcement Officer	95.00
		Senior Construction Permit Specialist	100.00
		Supervising Construction Permit Specialist	105.00
		Building Inspector	**105.00/110.00
		Supervisor Code Enforcement	115.00
		Senior Building Inspector	115.00
		Plans Examiner	115.00
		Supervising Building Inspector	125.00
		Senior Plans Examiner	125.00
		Inspector of Record	140.00
		Deputy Building Official	140.00
		Plan Check Engineer	140.00
		Building Official	150.00
		Supervising Plan Check Engineer	150.00
		Principal Project Manager	180.00
		Deputy Director	180.00
		Director	180.00
		PLANNING	
		Community Development Technician	85.00
		Planning Technician	85.00
		Assistant Planner	105.00
		Assistant Community Development Planner	105.00
		Associate Community Development Planner	115.00
		Associate Planner	115.00
		Senior Community Development Planner	130.00
		Senior Planner	130.00
		Principal Community Development Planner	150.00
		Principal Planner	150.00
		Deputy Director	180.00
		Director	180.00
		ADMINISTRATIVE	
		Personal Computer Time	30.00
		Word Processing	65.00
		Clerical	65.00
		Computer Data Entry	65.00
Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.			
** Prevailing Wage Project, Use \$110.00			

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2013 thru June 30, 2016, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but not more than five percent per year.

Fee Schedule - Personnel

July 2013 – June 30, 2016

Accounting Cost Code 22209

TECHNICAL STAFF

GEOTECHNICAL

Soil Technician (Non-prevailing Wages).....	75
Soil Technician (Prevailing Wages)	100
Sr. Soil Technician (Non-prevailing Wages)	85
Sr. Soil Technician (Prevailing Wages).....	100
Staff Engineer/Geologist.....	110
Senior Staff Engineer/Geologist.....	130
Project Engineer/Geologist	160
Senior Geotechnical Engineer/Geologist.....	180
Principal/Chief Engineer/Geologist	200

SPECIAL INSPECTION

Special Inspection (Non-Prevailing Wages).....	70
Special Inspection (Prevailing Wages)	100
Concrete Test Report	10

Supervisor	120
Construction Material Engineer.....	160

ADMINISTRATIVE

Computer Data Entry.....	75.00
Clerical.....	75.00
Word Processing	60.00
Computer Time.....	15.00
CAD Operator.....	103.00

EXPERT WITNESS

Principal Engineer/Geologist	350.00
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Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Mileage/Field Vehicle usage will be charged at the rate of \$.50/mile or \$5 per hour, subject to negotiation. The rates will be subjected to a 4% annual escalation and will be automatically adjusted in the invoices.

Fee Schedule - Laboratory

July 2013 – June 30, 2016
Accounting Cost Code 22209

Identification and Index Properties

In-Situ Moisture and Density (ASTM D2937)	20.00
Grain Size Analysis (ASTM D422)	
Sieve Only (3" to #200)	70.00
Sieve and Hydrometer	120.00
Percent Passing #200 Sieve (ASTM D1140)	50.00
Atterberg Limits (ASTM D4318)	
Multi Point	110.00
One Point	75.00
Specific Gravity (ASTM D854)	75.00
Sand Equivalent (ASTM D2419)	75.00

Compaction and Bearing Strength

Modified Proctor Compaction (ASTM D1557)	
Method A or B (4" Mold)	165.00
Method A or B (6" Mold)	175.00
Compaction, California 216	180.00
California Bearing Ratio CBR (ASTM D1883)	
3 points	450.00
R-Value	250.00

Shear Strength

Torvane/Pocket Penetrometer	15.00
Direct Shear - per point	
Consolidated-Drained per pt. (ASTM D3080)	85.00
Residual per pt.	120.00
Unconfined Compression (ASTM D2166)	120.00
Unconsolidated-Undrained (UU)	150.00

Asphalt Tests

Extraction/Asphalt	185
Hveem/Marshall Maximum Density	220
Wash Gradation	100

Unit rates presented are for routinely performed geotechnical and construction material laboratory tests. Other tests can be performed in our laboratory, including rock core, soil cement, and soil lime tests. Additional tests will be quoted on request. The rates will remain firm for a period of 120 days from the date of this submittal. Unit rates presented herein assume samples are uncontaminated and do not contain heavy metals, acids, carcinogens, or volatile organic compounds that can be measured by an OVA or PID with concentrations greater than 50 ppm. Willdan will not accept contaminated samples. Uncontaminated samples will be disposed of 30 days after presentation of test results. The rates will be subjected to a 4% annual escalation and will be automatically adjusted in the invoices.

Consolidation/Collapse and Swell Tests

Consolidation (ASTM D2435)	
8 load increments w/one time-rate	160.00
Additional load increment	25.00
Additional Time rate per load increment	50.00
Single point (collapse test)	50.00
Single Load Swell (ASTM D4546)	
Ring sample, field moisture	70.00
Ring sample, air dried	70.00
Remolded sample per specimen	50.00
Expansion Index (ASTM D4829/UBC 29-2)	125.00

Laboratory Permeability

Constant Head (ASTM D2434)	235.00
Falling Head Flexible Wall (ASTM D5084)	285.00
Triaxial Permeability (EPA 9100)	330.00

Chemical Tests

Corrosivity (pH, resistivity, sulfates, chlorides)	165.00
Organic content (ASTM D2974)	70.00

Construction Material Testing

6 X12 Concrete Cylinder (C39)	25.00
2", 4", 6" Diameter Concrete Cores (Test Only)	25.00
Mortar and Grout, Cylinder and Cubes	25.00
Reinforcing Steel, Tensile and Bend Tests	60.00
Cylinders Pick-up	45.00



Willdan Financial Services Hourly Rate Schedule Effective July 1, 2013 to June 30, 2016	
Position	Hourly Rate
Support Staff	\$ 50
Property Owner Services Representative	55
Analyst	100
Senior Analyst	120
Senior Project Analyst	130
Project Manager	145
Senior Project Manager	165
Principal Engineer and Principal Consultant	200
Group Manager	210

Notes:

- Our fee is not contingent upon the outcome of the special district formation or annexation.
- WFS will invoice the City of San Fernando monthly based on percentage of project completed.
- Any additional expenses for outside services, including mailing costs (printing, processing and postage) for notices and ballots, will be billed to the City of San Fernando at our cost, plus a 10% markup for coordinating the mailings. Additionally, any costs associated with the printing and mailing that are requested in advance by the outside vendor will be paid in advance by the City.

Outside Funding Sources Obtained

Willdan's Los Angeles office has obtained outside funding totaling over \$263 million for our client cities. The detail list of the specific funding sources and each client city that we have obtained this funding for is provided in **Appendix B**. Our staff recognizes the importance of maintaining personal contact with the Los Angeles County Metropolitan Transportation Authority (Metro), Caltrans, Los Angeles County Community Development Commission (CDC), and the Department of Housing and Urban Development (HUD), to facilitate the funding process.

Project Understanding

Willdan currently provides all of the identified services outlined in the City's RFQ and is prepared to meet all of the conditions specified. Willdan is well qualified to provide the requested services to the City of San Fernando.

Our Approach

Since 1964, Willdan has provided consulting services to hundreds of public agencies in the western United States. Our depth of experience and broad range of capabilities allow Willdan to offer comprehensive resources for efficient and convenient service. In addition, our expertise in the engineering and planning fields ensures innovative and effective solutions will be applied to all projects undertaken by Willdan.

Many of our specialists have a strong background and an intimate understanding of diverse programs for public agencies. This expertise provides the foundation for planning, design, inspection, and administration under agency

Proposals Provided Under Separate Cover

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ADMINISTRATION DEPARTMENT**MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers
FROM: Don Penman, Interim City Manager
DATE: November 18, 2013
SUBJECT: Update Regarding Fiscal Year (FY) 2013-2014 City Priorities

RECOMMENDATION:

It is recommended that the City Council provide direction to staff on any changes you wish to make to the approved FY 2013-2014 City Priorities list (Attachment "A").

SUMMARY:

As part of the FY 2013-14 budgetary process, the City Council approved their priorities for directing resources of the City's four operating departments. Those priorities are reflected in the attached FY 2013-2014 City Priorities list. The City Council recently directed staff to bring back the approved list for your review.

ATTACHMENT:

A. Approved FY 2013-2014 City Priorities

ATTACHMENT "A"



November 18, 2013 Update

CITY COUNCIL

	Project Status	Assigned Department
ANTONIO LOPEZ, MAYOR		
Secure Grant Funding for the San Fernando Mission Street Improvement Project		City Administration Public Works
Propose a Plan to Accommodate Future Metro Light Rail Through Our City	Since July 1, 2013, City staff and Ad-hoc have been meeting with MTA staff to discuss BRT, LRT, and Tram options a possible connections through the city with possible terminus at Sylmar/San Fernando Metrolink Station. MTA currently working on finalizing Alternatives Analysis prior to beginning EIR/EIS work in April 2014; City staff also working with CA High Speed Rail staff and City Ad-hoc as they work through possible alternative routes from LA Union Station to Palmdale.	Community Development Public Works
Work to Establish a PBID	Mall Association indicated they want to pursue PBID again but no timetable provided by them.	City Administration
SYLVIA BALLIN, MAYOR PRO TEM		
Timekeeping System	<i>Refer to Administration Department (Finance and Personnel Divisions)</i>	Finance Personnel In Budget 2013/14
Contract Management Training	On hold pending filling permanent management position.	City Administration
Hire full-time regular City Manager (not City Administrator), Finance Director, Police Chief and reorganize City structure	Recruitments for all three are underway. Closing dates for Public Works Director is November 22 and Finance Director is November 18.	City Council City Administration



November 18, 2013 Update

CITY COUNCIL

Project Status

Assigned Department

SYLVIA BALLIN, MAYOR PRO TEM (continued)

Lighting at Las Palmas Park

- Repaired all bulbs of light fixtures located on park paths and parking lot.
- Edison repaired broken light fixture in LP parking lot.
- Trimmed all trees blocking lighting at the park.
- Added 1 new light fixture in LP parking lot near concession stand.
- Added 4 new light fixtures in rear parking lot and field areas.
- Total estimated costs, including labor and material: \$3,000.

Public Works
Recreation and Community Services

JESSE AVILA, COUNCILMEMBER

Economic Development: Maintain, promote and assist existing businesses to stay and "grow" in San Fernando; outreach to bring in businesses that offer goods and services relevant to the present and next generation (i.e., access to technological communications systems, Wi-Fi via Mall Association

Helped facilitate Rydell Automotive reboot at 700-753 SF Rd. and new, used car dealership at 603 SF Rd., New 72K Sq. Ft. building at 1201 Arroyo, WSS Sale Remodel, New medical building at 1600 SF Road, Walgreens/Smart & Final at 2040 Glenoaks and redevelopment/cleanup of adjacent vacant lot, facilitated new business (PRG-lighting company) with 100+ new employees at 1245 Aviation Place, ongoing processing of new alcohol license permit request for existing restaurants, facilitated Foreign Trade Zone workshop outreach to industrial businesses in City.

City Administration
Community Development

Public Safety: Address and correct public safety personnel matters; unify all Departments

One lawsuit by current officer is filed and one discipline being appealed. No other significant internal investigation underway that involve an officer assigned "at home".

City Administration
Police Department

Commissions and Commissioners: Active participation in Council/Community outreach to solicit input and feedback to address their view of "What our City needs..."; encourage communication between all City Departments.

City Council
City Administration
All Departments



November 18, 2013 Update

CITY COUNCIL		
	Project Status	Assigned Department
JESSE AVILA, COUNCILMEMBER (continued)		
Infrastructure: Address the needs to repair and/or replace the sewer system, water system; evaluate the current design and use of the Maclay Corridor (from First Street, North, to Glenoaks Boulevard)	<p><u>Sewers:</u> On September 3, 2013 the City Council approved a contract with Hall & Foreman, Inc. to prepare a Sanitary Sewer Master Plan. The State Water Resources Control Board requires the City to have a sewer system management plan. As part of the preparation of the plan, Hall & Foreman will be taking video of the problem areas. Closed circuit television (CCTV) has not been initiated but the plan is to complete this work before year end. It is anticipated that irregularities will be discovered requiring point repairs, sewer lining, or line replacement. Thus far, Hall & Foreman has digitalized the sewer map and they are determining the basins for flow monitoring. Flow monitoring will be installed on November 12, 2013 to determine sewer capacity and high volume areas. They will be using the results of the flow monitoring as well as previous CCTV work, and general reports of hot spots, to develop candidate lines for CCTV work.</p> <p><u>Maclay Corridor:</u> No work underway to study the Maclay corridor.</p>	Public Works
JOEL FAJARDO, COUNCILMEMBER		
<p>(1) Study and understand all aspects of the City's pension system, including, but not limited to: (a) benefits and disadvantages of the current system; (b) historic shortfalls and projected shortfalls; and (c) the special property tax used to balance such shortfalls.</p> <p>(2) Work with labor to make the pension system more sustainable, and consider the option of gradually eliminating or reducing the use of said property tax over a reasonable and realistic period of time.</p>	<p>Upon further review, staff has determined that due to complexity of issue, a more comprehensive study and analysis by a pension and property tax expert/consultant is needed.</p> <p>Staff will obtain estimates of the cost of such a study.</p>	Personnel Prepare report



November 18, 2013 Update

CITY COUNCIL		
	Project Status	Assigned Department
JOEL FAJARDO, COUNCILMEMBER (continued)		
Study the City's strengths and weaknesses in terms of attracting new businesses, determine which businesses or industries the City could most successfully recruit, and develop a business plan to attract said businesses. This analysis should incorporate a "cost of doing business" review.	Pending - In initial discussion with Valley Economic Alliance about possible project to prepare the 'cost of doing business' analysis comparing cost for service of San Fernando and neighboring cities (e.g., LA, Burbank, Glendale, etc.) This is part of their request for a \$5K increase in annual fees; need additional funding to startup outreach to existing businesses as well as ongoing outreach to attract new businesses; service commercial, industrial, and housing construction sector seeing a resurgence in last year.	City Administration Community Development
Revisit the 2012 water rate increases to: (a) Implement a voucher or cost-assistance program for low-income families, and establish outreach measures so the public is aware of said program; (b) Determine the level of public knowledge with respect to upcoming water rate increases; (c) Determine the feasibility of eliminating or mitigating some of the scheduled water rate increases if Measure A passes. Research assistance programs for low-income residents.	As Needed Professional Services can be used to study water rates and develop a rate structure that addresses different customer classes if that is the Council's desire. Council direction is needed.	Public Works Finance



November 18, 2013 Update

CITY COUNCIL		
	Project Status	Assigned Department
ROBERT GONZALES, COUNCILMEMBER		
Aquatic Center Parking Lot	Preliminary plans have been prepared for development of a parking lot at the south east corner of Park Avenue and Fourth Street. Two plans have been developed, one with angled parking providing 44 spaces, and a plan with straight parking stalls producing 52 spaces. As you know, surface water must be retained on site to percolate into the subgrade. A survey of the topography has been completed and forwarded to our consultant for NPDES. We may need to drain any surface water toward the grassy area adjacent to the pool. At this time we do not know if a structure is required to comply and this may be the determining factor on the parking lot configuration. Quimby Act funds will be used for this improvement and the project must begin no later than February, 2014.	Public Works Recreation and Community Services Quimby funds – In Budget
Upgrade City Website to Make More Business Friendly	CDD and Administration staff coordinating with lead staff in individual departments in order to facilitate new website startup by July 1, 2014. Outline of department web pages due in early December 2013.	City Administration On-going
Triathlon or 5k Run and Car Show to Celebrate San Fernando Birthday (2014)		Recreation and Community Services

ADMINISTRATION DEPARTMENT			
ORGANIZATIONAL ANALYSIS	Study organizational structure and staffing to determine most effective and efficient structures for providing cost effective services.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	\$17,000 – Staff Cost	.10	
			ANTICIPATED COMPLETION
			Staff Recommendation
			3/2014



November 18, 2013 Update

ADMINISTRATION DEPARTMENT				
	STATUS			ESTIMATED COMPLETION
	New, permanent City Manager will have to study this.			
PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT (PBID)	Coordination with Downtown Merchants and Property Owners regarding possible formation of a PBID.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$3,600 – Staff Cost	.02	Business and Property Owner Initiated – Staff Support Role	6/2014
	STATUS			ESTIMATED COMPLETION
	Mall Association representative indicated they want to again pursue a PBID after the first of the year.			
ECONOMIC DEVELOPMENT – BUSINESS ATTRACTION AND RETENTION	Work with City Council and staff to market and attract business to San Fernando; work with existing businesses on expansion plans; address issues and impediments to bringing new business and retaining existing business to the community.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$27,000 – Staff Costs	.15	City Council Directive; Staff Recommendation	Ongoing
	STATUS			ESTIMATED COMPLETION
	This will be a staffing issue with dissolution of Redevelopment.			



November 18, 2013 Update

ADMINISTRATION DEPARTMENT				
CONTRACT MANAGEMENT	Review all existing contracts; determine process of monitoring contracts; review procurement process including bidding, purchasing, and Request For Proposal (RFP); make recommendations for change as needed.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$9,000 – Staff Costs for Administration and Finance	.05	City Council Direction; Staff Recommendation	10/2013
	STATUS			ESTIMATED COMPLETION
	Once all management positions are filled, there can be a new focus on contract administration. City Council has already approved new policies regarding Procurement of Professional Services in September.			
REVENUE COLLECTION ANALYSIS	Work with Finance and Operating Departments to ensure implementation of effective revenue collection programs and ensure coordination of efforts between Departments.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$9,000 – Staff Cost	.05	Staff Recommendation	10/2013
	STATUS			ESTIMATED COMPLETION
	No progress thus far.			



November 18, 2013 Update

ADMINISTRATION DEPARTMENT - FINANCE DIVISION				
AUTOMATED TIMESHEETS	Implement automated timesheets. This will reduce the amount of staff time spent on manual entries, calculations, and corrections. The effects of instituting this program will be increased efficiency, increased accuracy, and will help to bring the City up to date with the technology in this sector.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$25,000 - Combination of General Fund & Enterprise Funds	.2	City Service Standard	10/2013
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> • In progress. • All clocks have been installed. • Software has been downloaded. • Initial configuration training is scheduled for Tuesday, Nov 12th • A training session for management and timesheet coordinators will be scheduled the 2nd week of November • Testing should begin the 2nd week in November. • Go live date anticipated on November 30th. 			
CLEAN-UP OF GRANTS FUND, CREATE NEW TRACKING OF GRANT FUNDS IN EDEN AND CREATE PLAN TO PAY OFF DEFICIT	The City currently houses all grants of the City in one "Grant" fund. This fund has a deficit of just over \$2 million. Finance will research the source of the deficit projects to see what can be recouped from original funding sources, and identify amounts that need to be allocated to other funds. Develop a reimbursement payment plan to cover any amounts that necessarily have to be allocated to the General Fund. Implementing a new tracking system in EDEN whereby all grants will receive its own respective fund number allowing tracking of revenues and expenditures to more accurate.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$0 - EDEN change paid during FY 12-13	.3	City Service Standard	10/2013



November 18, 2013 Update

ADMINISTRATION DEPARTMENT - FINANCE DIVISION			
	STATUS		ESTIMATED COMPLETION
	<ul style="list-style-type: none"> • A Grant policy has been written for the City, approved by council and distributed to all employees involved in grants. • The Fund numbers in the EDEN system have been regenerated from two-digit numbers to three-digit numbers to allow for individual fund numbers to be assigned to grants. • New Grants are now tracked with unique fund numbers to allow for segregation and accountability from each program. • Existing ongoing grants will be assigned their own fund numbers and all historical data will be transferred to the new fund • A list was created in prior years for the projects that created the deficit in the grants fund and is now being updated and reviewed • Once all continuing grants have been transferred from the current grants fund and all other deficit amounts are identified and verified, a plan to satisfy the deficit will be made. 		
COMPLETE BUSINESS LICENSE TAX REVIEW AND OFFER ONLINE RENEWALS	Develop a process to analyze the gross income reported by businesses on their business licenses. Work with our current business license consultant to confirm the business license application matches with tax records from the Franchise Tax Board. Work with departments and collection agencies to ensure the City is collecting monies owed.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	\$0	.15	City Service Standard
	STATUS		ESTIMATED COMPLETION
	Finance is in the process of hiring 3 volunteers from CSUN who major in Accounting or Finance to assist in the research and analysis for the completion of the following priorities (We anticipate these projects to start in late November): <ul style="list-style-type: none"> • Business License Tax review and Revenue Collection <ul style="list-style-type: none"> ○ Research for Data Ticket and other declining revenue sources ○ Research for Business License revenue with HdL information ○ Consider proposal from company regarding business license recovery • Revamp of Budget Book <ul style="list-style-type: none"> ○ Compilation of the excel spreadsheets 		



November 18, 2013 Update

ADMINISTRATION DEPARTMENT - FINANCE DIVISION

- Work pages to include historical data for line item budget accounts
- Quarterly budget reporting tools
 - Creation of Dash board
 - Compilation of the excel spreadsheets

REVAMP OF BUDGET BOOK

Re-tool the City's Annual Budget Book to be more user friendly and to provide comparative numbers for easier analysis of the changes from year to year in our revenue and expenditure habits.

ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
FINANCIAL	FTEs		
\$0	.1	City Service Standard	01/2014
STATUS			ESTIMATED COMPLETION
Refer to item above.			

CREATE STANDARD REPORTING TOOLS TO BE DISTRIBUTED AND DISCUSSED AT QUARTERLY BUDGET STUDY SESSIONS

Develop and implement standard reporting tools for distribution and discussion at the Quarterly Budget Study Sessions. Reports will show on a quarterly basis the Budget vs. Actuals, and the revenues collected in order to give the Council a regular overview of the financial health of the City. The reports will be presented on the 4th Thursdays in October, January, April and July.

ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
FINANCIAL	FTEs		
\$0	.1	City Service Standard	10/2013
STATUS			ESTIMATED COMPLETION
Refer to item above.			



November 18, 2013 Update

ADMINISTRATION DEPARTMENT - FINANCE DIVISION

RFP FOR IT SERVICES	Prepare a Request for Proposals for IT Services for the City which would include basic IT services for City Hall, Police Department, Parks and other city facilities as needed. It will also include a needs assessment of necessary upgrades to the City's IT structure and hardware.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	\$0 - The RFP is not expected to have a cost; however, the amount of the contract awarded may bring a savings to the City for IT services \$TBD - The cost of necessary upgrades will be determined after an assessment is performed and is expected to be spread over several fiscal years	.25	City Service Standard
	STATUS		ANTICIPATED COMPLETION
	Scheduled to start at the completion of the Automated Timesheets.		
UPDATE OF RETENTION AND DESTRUCTION SCHEDULE	Update the City's Retention and Destruction Schedule which has not been updated since 2001. The update will allow for the orderly destruction of records still stored within the City that no longer have to be kept and will provide room in storage areas.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	\$0	.1	City Service Standard
	STATUS		ANTICIPATED COMPLETION
	<ul style="list-style-type: none"> This item has been put on hold until review of the document can be reviewed by each department. In the meantime, staff has been instructed to get the boxes ready and eligible for destruction under the current retention schedule within the next month 		



November 18, 2013 Update

ADMINISTRATION DEPARTMENT – PERSONNEL DIVISION				
FURLOUGHS AND EMPLOYEE CONCESSIONS	Implementation of Furloughs and Employee Concessions.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	To Be Determined	.10	Budgeted Staff time – No Additional Budget Allocation Anticipated	6/30/14
	STATUS			ESTIMATED COMPLETION
	Implementation of furloughs and various employee concessions have been going well so far, and we do not anticipate any problems.			
NEGOTIATIONS	Negotiation of Bargaining Unit MOUs.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	To Be Determined	.2	Budgeted Staff time – No Additional Budget Allocation Anticipated	6/30/14
	STATUS			ESTIMATED COMPLETION
	Negotiations with all employee bargaining units will start in March 2014. We are currently working with Council sub-committee to finalize the City's labor relations representation for those negotiations.			



November 18, 2013 Update

ADMINISTRATION DEPARTMENT – PERSONNEL DIVISION				
AUTOMATED TIMEKEEPER SYSTEM	Implementation of Automated TimeKeeper System; coordinate with Finance.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$20,000 - \$25,000	.05	Budgeted Staff time – No Additional Budget Allocation Anticipated	6/30/14
	STATUS			ESTIMATED COMPLETION
	The Interim Finance Director and Personnel Manager met with various vendors, and selected Time Clock Plus to implement the automated time clocks. Initial meetings have been held with various employee groups in October to answer employee concerns about the new system. Installation of the clocks and system is almost completed. The Personnel Manager is drafting a new "Time Clock Policy and Guidelines," which will be incorporated in training for all employees on the new system later this month.			
TRAINING	Re-Training of All Employees on Anti-Harassment, Discrimination and Retaliation.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$3,358	.10	\$0 Cost to the City Budget (Funding secured from ICRMA)	6/30/14
	STATUS			ESTIMATED COMPLETION
	About 95% of all full-time employees have been set up in the system to start this online training. However, we have about 5% of full-time staff, as well as about 80% of part-time staff members that do not have assigned City e-mails. Aegis advised that a new license has to be secured in order to authorize assignment of City e-mails to the affected employees. As soon as we have this issue resolved, we'll start the training for all employees.			



November 18, 2013 Update

COMMUNITY DEVELOPMENT DEPARTMENT				
2014-2021 GENERAL PLAN HOUSING ELEMENT UPDATE; *2013 MTA FUNDED-TOD OVERLAY ZONE <i>(requires Update of General Plan Elements and Zone Map and Code Amendments, and EIR)</i>	Update City's General Plan Housing Element as required by State Law, Implementation of current housing programs; *Planning staff to develop Transit Oriented Development (TOD) Overlay Zone based on Metro Transit Authority's (MTA) award of a 2013 TOD Planning Grant apply for 2012 Sustainable Communities Planning Grant Round 3 to obtain state grant to undertake comprehensive general plan & zoning code updates. Required Environmental Impact Report (EIR).			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$36,000 - General Fund for Housing Element Update (100% General Fund); *\$295,698 - Comprehensive Update of General Plan and Zoning Code (5% General Fund/ 95% Grant Funds)	Housing Element: .40 *TOD Overlay Zone-zone code amendment: .20	1) Update of General Plan Housing Element is Time Sensitive--State Mandated Requirement to complete Update and submit to State HCD by 10/15/13 *2) Per Grant Agreement Project to Commence starting in FY 2013-14 and finish by end of FY 2015-16; Time Sensitive-General Plan/Zoning Code Update to Comply with State General Plan Law	10/31/13; * TOD Overlay Zone adoption by 6/30/16
	STATUS			ESTIMATED COMPLETION
	1) Sent to HCD on 10/18/13. 2) Quarterly report sent on 11/5/13; RFP for consultants to go out by end of November 2013; staffing levels during furlough have impacted actual startup of this project.			



November 18, 2013 Update

COMMUNITY DEVELOPMENT DEPARTMENT				
LOPEZ ADOBE PRESERVATION PROJECT: PHASE II	Per current agreement with state, city to select contractors and undertake construction of new ancillary facility with restrooms, office & storage facilities to support use of the Adobe as a house museum.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$132,800 - Ancillary Building Construction; \$5,000 - Design/Engineering; \$8,000 - Labor Compliance (9% General Fund/ 91 % CCHE Funds)	\$13,000 - General Fund; \$130,000 - CCHE Grant Funds: .45	Time Sensitive Under Contract extended by CCHE to 12/2013	3/31/13
	STATUS			ESTIMATED COMPLETION
	CCHE granted extension until 3/31/14; Council award of contract in 10/21/13; construction to begin by end of November 2013			
SAN FERNANDO CORRIDORS SPECIFIC PLAN/BUSINESS RETENTION & OUTREACH PROGRAM IMPLEMENTATION	Facilitate redevelopment of underutilized parcels and opportunity sites within the SP-4 (Corridors Specific Plan) zone; Establish the City of San Fernando Business Retention and Outreach Program to promote economic development and business retention initiatives. The program would establish a task force made up of key city personnel responsible for meeting with top 10 sales tax and property tax producers to evaluate current/future needs priorities in order to maintain them within the city. In addition, the task force would work with these businesses to access potential incentives and prospective business identification tools (i.e., Buxton Report) to help reduce commercial and industrial vacancies within the city.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000 - General Fund	SF Corridors Specific Plan Implementation: .60; Business Retention/ Outreach: .25	Carry over project based on Council Directive	6/30/14
	STATUS			ESTIMATED COMPLETION



November 18, 2013 Update

COMMUNITY DEVELOPMENT DEPARTMENT				
	Helped facilitate Rydell Automotive reboot at 700-753 SF Rd. and new, used car dealership at 603 SF Rd., New 72K Sq. Ft. building at 1201 Arroyo, WSS Sale Remodel, New medical building at 1600 SF Road, Walgreens/Smart & Final at 2040 Glenoaks Blvd. and redevelopment/cleanup of adjacent vacant lot, facilitated new business (PRG-lighting company) with 100+ new employees at 1245 Aviation Place, ongoing processing of new alcohol license permit request for existing restaurants, facilitated Foreign Trade Zone workshop outreach to industrial businesses in City; outreach is being impacted by budget as it relates to staffing availability during furloughs and yet to be filled positions (e.g., PW and Finance Directors).			
BUILDING CODE UPDATES	Update of hazardous building code regulations, code update providing appeal board for building codes; State green building codes update.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$3,500 - General Fund	.45	Carry over project based on City Council Directive	6/30/14
	STATUS			ESTIMATED COMPLETION
	Currently working with LA City Fire Department regarding new fire code updates as well as new state code updates.			
NEIGHBORHOOD PRESERVATION	Code Enforcement and Graffiti Abatement efforts throughout the city to preserve residential neighborhoods, revitalize commercial corridors, and improve industrial areas			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$376,891 - General Fund	4.10	Carry over project based on City Council Directive	6/30/14
	STATUS			ESTIMATED COMPLETION



November 18, 2013 Update

COMMUNITY DEVELOPMENT DEPARTMENT			
	Completing survey and notification of businesses throughout SP-4 zone of city sign regulations; co-leading city interdepartmental efforts to work on addressing homeless issues at vacant properties and key locations at the city boundaries with LA; assisting building and planning in the processing of non-compliant residential structures through the city's Inspection Prior to Resale Program; working with property owners, business owners, and residents to address code violation issues in an effort to eliminate possible citations and need for use of City prosecutor to obtain compliance; ongoing vigilance in high pedestrian traffic areas and the downtown mall to proactively find and eliminate graffiti.		
SMOKING BAN ORDINANCES IMPLEMENTATION	City smoking ban ordinances precluding smoking in public places. During beginning of FY 2013-2014, obtain LA County public health funds to install signs in public right of ways and public facilities as part of ordinance implementation. Conduction public outreach via newspaper and distribution of flyer and business signs regarding Outdoor smoking ban ordinance adopted in 2012.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	\$2,000 - City Public Notification and Distribution Costs	.35	To be determined by City Council
	STATUS		ANTICIPATED COMPLETION
	LA County Public Health agreed to pay for sign installation; signs being installed during week of November 12, 2013 through November 15, 2013; city staff working on webpage as an initial point of contact for inquiries regarding city smoking regulations; project should be up and running by the end of December 2013.		12/2013
DEVELOPMENT AGREEMENT ORDINANCE/ DEVELOPMENT AGREEMENT WITH SWAP MEET	Establish Development Agreement Ordinance facilitating negotiation with Swap Meet on time extension to for redevelopment of subject site.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	\$7,500 - City Attorney Fees	.15	To be determined by City Council
	STATUS		ANTICIPATED COMPLETION
			12/2013



November 18, 2013 Update

COMMUNITY DEVELOPMENT DEPARTMENT			
	Project timeline impacted by budget/staffing levels. Project will start up in December 2013 and ordinance should be completed March of 2013; DA Ordinance needed to facilitate extension request and negotiation of terms with current owners of the Swap Meet property, which currently operate under an existing MOU; Once ordinance in place, City staff anticipates that a new DA with Swap Meet can be in place by the end of June 2014.		
PROJECT MANAGEMENT OF SALE OF SURPLUS PROPERTIES	Work with Administration on coordination of project review by the Council to consider future proposal for the sale of surplus properties.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	\$7,000 - City Attorney Fees; \$10,000 - Appraisal Costs	.15	To be determined by City Council
	STATUS		ESTIMATED COMPLETION
	Director working with City Manager to facilitate sale of surplus property based on Council direction to proceed (10/7/2013) for properties at 1211 First St. (old fire station) and 732 Mott Street, 700 and 713 Chatsworth Drive (hospital site); Appraisal work currently underway at hospital site; Letters sent out on (11/7/2013) been sent to state and county agencies as it relates to notification of sale of surplus property (old fire station)—per state law these agencies have 60 days to respond if they are interested in purchasing the property.		6/30/14

POLICE DEPARTMENT			
AB 109	Operate with Tri-City Task Force (Burbank, Glendale, and San Fernando Police Departments). Monitor and conduct compliance checks on all local Postreleased Supervised Persons (PSB's).		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	\$90,000 - State Grant Award		Responding to

Realignment Impacts to FY 2013-14



November 18, 2013 Update

POLICE DEPARTMENT				
			the community	
	STATUS			ESTIMATED COMPLETION
	Award of a \$90,000 grant to participate with a Tri-City Task Force to monitor and conduct compliance checks on all local Post-Released Supervised Persons (PSB's). Following the Joint Powers Agreement with LA IMPACT, the police department is currently working with our sister agencies, Burbank and Glendale Police Departments for AB 109 PSB's.			On-going
NECESSARY PERSONNEL	Two Dispatchers based need.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$180,718 - Fund 01 (With PERS) \$162,558 (Without PERS)		Compliance with daily operations	1 st Quarter 2014
	STATUS			ESTIMATED COMPLETION
	The City Council has approved the hiring of two additional Desk Officers who would be assigned as dispatchers/ jailers within the Communications Division. This will strengthen the manpower to eight, which would allow two-per shift, in accordance with the opinions/recommendations of the Los Angeles Sheriff's Department, Board of Corrections and internal recommendations. (One Desk Officer has been hired and two others are scheduled for medical exams).			
VIRTUAL PATROL	Integrate virtual patrol system at Pioneer Park.* Initiate virtual patrol system citywide, including monitoring businesses and residences charging a nominal fee to offset maintenance cost for the program.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	TBD		Public Safety through advanced technology	July 2013*
	STATUS			ESTIMATED COMPLETION



November 18, 2013 Update

POLICE DEPARTMENT				
	Integrate virtual patrol system at Pioneer Park. Also, widen footprint of Virtual Patrol citywide, including monitoring businesses and residences. Currently, one camera is operational at Pioneer Park and three more will be installed before end of CY. The system is currently not ready to move forward on alarm board monitoring. (FY2014-15 timeframe for monitoring).			
911 SYSTEM	Implement Next Generation 911 System – State 911 funded project with eight other LA County agencies to install next generation 911 VOIP system.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$150,000 - State Grant		To maintain public safety	1 st or 2 nd Quarter 2014
	STATUS			ESTIMATED COMPLETION
	Implement Next Generation 911 System within Communications to include 911 VOIP system. Currently, AT&T has encountered problems with implementation due to technical problems. SFPD is fourth in line for the upgrade, behind Verdugo Fire, Pasadena and Sierra Madre. (Projected for 2 nd Quarter 2014).			
EMERGENCY MANAGEMENT TRAINING	Conduct Emergency Management and Disaster (Tabletop) Exercise Training for all City Councilmembers and Department Heads.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000 - (Budgeted)		Readiness Exercise	1 st Quarter 2014
	STATUS			ESTIMATED COMPLETION
	Conduct Table Top Emergency Management Exercise for all Department Heads and City Councilmembers. (Projected for 2 nd Quarter 2014).			



November 18, 2013 Update

POLICE DEPARTMENT			
LOOK FOR GRANTS TO REPLACE CHRP	On-going to help offset Officer expense to General Fund; CHRP grant expires two months into the new fiscal year.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
			On-going
	STATUS		
	Seeking additional grant funds is on-going.		

PUBLIC WORKS DEPARTMENT			
COMPRESSED NATURAL GAS (CNG) STATION	Expansion of CNG facility which will include the installation of additional tanks and compressors to increase capacity. Will require the retaining a consultant and National Environmental Policy Act (NEPA) approval.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	Estimated at \$200,000 (Fund 10)	.5	Staff recommended
	STATUS		
	The CNG facility across from City Hall is very busy. The City collects a royalty for each equivalent gallon sold. This fiscal year it is projected to produce \$483,000 (minus the cost of natural gas and electricity), which will be over \$300,000 in General Fund Revenue. Demand has been too great and we cannot adequately serve the needs of large trucks and buses. Staff is preparing specifications to seek bids to upgrade this facility with more compressors, an additional dispenser, and repair the damaged driveway approach. This project is estimated to cost \$400,000 and is grant funded.		



November 18, 2013 Update

PUBLIC WORKS DEPARTMENT			
	<p>Natural gas is recognized as a low carbon fuel. Staff is exploring the registration of the City facility with the California Air Resources Board to position the City for potential competitive sale of carbon credits to interested parties. At this time, staff cannot project the value of these credits. Major manufacturers such as refineries are required to comply with air quality standards by 2020. The carbon reduction equipment at refineries and similar types of equipment for other manufacturers is expensive and can be delayed using carbon credits purchased from qualified agencies. This would be additional revenue for the General Fund.</p> <p>Staff is also reviewing the development of a new station focusing on an underused City parking lot at the south west corner of Truman Street and San Fernando Mission Boulevard. Funds for the upgrade and proposed development will be from Federal Funds and grants from the Air Quality Management District. Both of these projects may substantially increase revenue for the General Fund.</p>		
NITRATE REMOVAL SYSTEM	Commence operation of Nitrate Removal System with completion of Phase 2, and approval of permit from the Department of Public Health (DPH) and the City of Los Angeles.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	Estimated at 400,000 for FY 2013-14 (Fund 70)	1	Federal and State mandated
	STATUS		ESTIMATED COMPLETION
	<p>At the last regular meeting, the City Council awarded the bid for construction of the chlorination facility at 12900 Dronfield Avenue, Sylmar. A pre-construction meeting will be held on October 30, 2013. The City of Los Angeles has not approved the Amended CUP allowing the improvements to be installed. Email and telephone communication has been left with the LA City staff. Staff will try to get this resolved in one week. If not, the Mayor and City Council may have to contact their counterparts in the City of Los Angeles. Assuming we can secure the amended CUP in a timely manner, this work is expected to be completed by January/February, weather permitting. Well No. 7 pump has been rebuilt and will be installed by the contractor, General Pump, coincident with the installation of the chlorination system.</p> <p>The City Council will have to consider a Maintenance, Repair, and Extended Warranty Agreement with Envirogen Technologies, Inc., regarding the Nitrate Removal System at an upcoming City Council meeting. Envirogen has been working with the California Department of Health to finalize the testing protocols for the nitrate removal system. It is anticipated Well No. 7 may be operational and producing potable water by March/April, 2014.</p>		



November 18, 2013 Update

PUBLIC WORKS DEPARTMENT				
PAVEMENT MANAGEMENT PROGRAM	Major projects include street pavement, and curb and gutter projects. Also will include an update of the Pavement Condition Index (PCI) for all city streets.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$600,000 for street construction related work (Fund 8, Fund 10, Fund 11)	1.5	City Pavement Management Program, Capital Improvement Program	6/2014
	STATUS			ESTIMATED COMPLETION
	The current Pavement Management System (PMS) was approved April 25, 2001, and was updated by staff in 2009. A pavement certification was issued February 13, 2012 although the Plan has not been updated. To comply with the requirements for use of State and Federal funds the preparation of the PMS is vital. Request for Qualifications for As Needed Professional Services has been completed. A recommendation to enter into a contract is scheduled for November 18, 2013 and if approved a proposal was be solicited to prepare a Pavement Management Plan.			
REFUSE SERVICES CONTRACT	Procurement of new refuse services contract. Procurement process includes assistance by consultant.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$5,000,000 over 5 years (Fund 73)	.5	City Council Direction	2/2014
	STATUS			ESTIMATED COMPLETION
	R3 Consulting has completed their review of four proposals for Refuse and Recycling Services. Their report and recommendation will be presented for consideration by the City Council at their regular meeting of November 18, 2013. The current contract with Crown Disposal expires February 15, 2014.			



November 18, 2013 Update

PUBLIC WORKS DEPARTMENT				
SANITARY SEWER MANAGEMENT PLAN (SSMP)	Implementation of Sanitary Management Plan (SSMP), which includes City Council approval of the plan, creation of ordinances, review of management procedures, and use of new software.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$190,000 (Fund 72)	1	Federal and State mandated	1/2014
	STATUS			ESTIMATED COMPLETION
	On September 3, 2013 the City Council approved a contract with Hall & Foreman, Inc. to prepare a Sanitary Sewer Master Plan. The State Water Resources Control Board requires the City to have a sewer system management plan. As part of the preparation of the plan, Hall & Foreman will be taking video of the problem areas. Closed circuit television (CCTV) has not been initiated but the plan is to complete this work before year end. It is anticipated that irregularities will be discovered requiring point repairs, sewer lining, or line replacement. To date, Hall & Foreman has digitalized the sewer map and they are determining the basins for flow monitoring. Four flow monitoring devices will be installed on November 12, 2013 to measure capacity and high volume areas. They will be using the results of the flow monitoring as well as previous CCTV work, and general reports of hot spots, to develop candidate lines for CCTV work. Only about 25% of the lines will be videoed this fiscal year. To stay in compliance the balance of the sewer lines will need to be investigated next year.			
STORM WATER PERMIT	Develop storm water plan for compliance with storm water permit. Develop budget and implementation plan.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$100,000 for fiscal year (Fund 72)	1	Federal and State mandate	4/2014
	STATUS			ESTIMATED COMPLETION



November 18, 2013 Update

PUBLIC WORKS DEPARTMENT			
	<p>In March 2013 the Public Works Director received a proposal from TECS Environmental Compliance Services to provide MS4 (Municipal Separate Storm Sewer System) Permit Compliance Services. This proposal was never approved by the City Council. Within the proposal was a Task to present a recommendation to participate in either an Enhanced Watershed Management Plan (EWMP) or to prepare a specific plan for the City of San Fernando. A Notice of Intent, dated June 24, 2013, was signed by the Director of Public Works and sent to the Regional Water Quality Control Board declaring the City of San Fernando would prepare an individual Watershed Management Plan (WMP). Neither the City Manager nor the City Council approved this decision by the Director and the Consultant.</p> <p>The City must meet milestones or incur penalties from the Regional Water Quality Control Board. Preparing WMP requires a resolution affirming a commitment to implementation of Low Impact Development and a Green Street Policy (which may be considered by the City Council December 2, 2013). The Watershed Management Plan must be completed by June 28, 2014. Proposal(s) will be solicited for this project.</p> <p>However, if the City of San Fernando was part of the City of Los Angeles Enhanced Watershed Management Plan, which is composed of 16 agencies, we would have until June 28, 2015 to complete the plan. A call has been made to the City of Los Angeles asking if the City of San Fernando could join their EWMP. It was indicated an invitation had been sent to the City but they received no reply. They are checking with the Regional Water Quality Control Board to see if it is possible for the City of San Fernando to participate in their EWMP. The Notice of Intent filed by the Public Works Director may prohibit our joining with a larger group.</p> <p>In either case there are costs for participation in the EWMP or preparation of an individual WMP. A report and recommendation will be made at the regular meeting of December 2, 2013.</p>		
TROLLEY SUSTAINABILITY STUDY	Analysis of viability of continuing Trolley Transportation Program; Written plan for approval by City Council.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	Expected to result in cost savings ranging from \$131,524 to \$209,406 (Fund 7,8).	1	City Council Direction
	STATUS		ESTIMATED COMPLETION
			10/2014



November 18, 2013 Update

PUBLIC WORKS DEPARTMENT

	Consultants are being contacted to submit proposals to conduct a study.	
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RECREATION & COMMUNITY SERVICES DEPARTMENT

PARK MARKETING/ COMMUNICATION PROGRAM

Enhance current marketing & branding of all programs by including outreach via social marketing, website, email, and traditional methods.

ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
FINANCIAL	FTEs		
\$4,000 - General Fund	0.5	Department Directive	06/2014
STATUS			ESTIMATED COMPLETION
<ul style="list-style-type: none"> Updating RCS department website periodically, advertising all divisions/programs. In particular, promoting revenue generating programs such as pool, youth programs, and exercise classes. Will focus on completing facility rentals section by February 2014. Sent out marketing promotional material via water bill, door-to-door distributions, email, U.S. Mail, and flyer distribution at local schools. Included marketing material with projects from LACDPH and VCCC partners. 			Still in progress.

- Updating RCS department website periodically, advertising all divisions/programs. In particular, promoting revenue generating programs such as pool, youth programs, and exercise classes. Will focus on completing facility rentals section by February 2014.
- Sent out marketing promotional material via water bill, door-to-door distributions, email, U.S. Mail, and flyer distribution at local schools.
- Included marketing material with projects from LACDPH and VCCC partners.

FINANCIAL STABILITY OF THE AQUATIC FACILITY

Year 3 of operations will focus on: 1.) Partnership development, 2.) marketing for increase revenue, 3.) minimizing capital repair costs.

ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
FINANCIAL	FTEs		
\$9,700 General (budgeted staff cost)	1.5	Department Directive	06/2014



November 18, 2013 Update

RECREATION & COMMUNITY SERVICES DEPARTMENT				
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> Projected to surpass revenue from FY12-13 and keep expenditures constant. Expanded partnership with Arthritis Foundation to offer water classes for individuals with disabilities and land-based classes at Recreation Park. Secured new partners for swimming rentals, including PCH Scuba, Voss Academy, Sherman Oaks Charter, Granada Hills Charter Swim/Dive Team, and L.A. Synchronized Swim Club. Installed Variable Frequency Devices to save approximately in utility costs this year. 			Still in progress.
INTERNAL DEPARTMENT OPERATIONS	Evaluate, streamline, and improve on current department operations, including: 1.) Front desk operations, 2.) Program sign ups, 3.) Financial procedures.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000 General (budgeted staff costs)	.5	Department Directive	06/2014
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> Online registration for youth sports/programs completed. RCS Registration site is live. Access to credit card payment in progress and expected to be completed by Dec 2013. 1st drafts of operation manuals completed for front desk operations, youth programs, and financial procedures. Expect final manuals and employee training completed by March 2014. 			Still in progress.
FACILITY RENTAL/ SPECIAL EVENTS PROGRAM	Evaluate, streamline, and improve program procedures/guidelines.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		



FY 2013-2014 City Priorities
City Council and Departments
November 18, 2013 Update

RECREATION & COMMUNITY SERVICES DEPARTMENT				
	\$5,000 General (budgeted staff costs)	.5	Department Directive	06/2014
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> 1st draft of facility rental manual/policy completed. Staff is reviewing and editing for final manual. Staff currently working on implementing facility rental/special event online access. Full-time staff training from ActiveNet set for November 21st. Expect staff manual completed and staff trained by February 2014. 			Still in progress.
RCS DEPARTMENT EMPLOYEE MANUAL	Update employee department manual to include all policies, guidelines, and safety guidelines.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000 General (budgeted staff costs)	.5	Department Directive	06/2014
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> Staff has been transferring previous versions into Microsoft Word. In addition, researching local recreation department policies. Staff will coordinate with Personnel and Finance departments to ensure an accurate manual is consistent with city policies. 			Still in progress.