



*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
SEPTEMBER 3, 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) JANUARY 22, 2013 – REGULAR MEETING**
- b) AUGUST 5, 2013 – REGULAR MEETING**
- c) AUGUST 19, 2013 – SPECIAL MEETING**
- d) AUGUST 19, 2013 – REGULAR MEETING**

2) REQUEST TO APPROVE WARRANT REGISTER NO. 13-091



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3) CONSIDERATION AND POSSIBLE ACCEPTANCE OF KAISER COMMUNITY BENEFITS GRANT

Recommend that the City Council:

- a. Accept the 2013 Kaiser Community Benefits Grant to implement Salud y Usted: San Fernando Partnership for Healthy Families; and
- b. Authorize the Interim City Manager to execute the Letter of Agreement in order to receive the funding in the amount of \$14,000 that will cover the cost of programming for Salud y Usted: San Fernando Partnership for Healthy Families, through June 30, 2014.

4) CONSIDERATION TO APPROVE AN AMENDMENT TO THE JOINT POWERS AGREEMENT WITH THE INDEPENDENT CITIES FINANCE AUTHORITY

Recommend that the City Council:

- a. Adopt Resolution No. 7559 approving Amendment No. 8 to the Joint Powers Agreement with the Independent Cities Finance Authority which changes the position of Program Administrator to Executive Director, adds clarifying language regarding housing authorities and deletes the word *Lease* from the title of the Authority; and
- b. Authorize the Interim City Manager to execute Amendment No. 8 to the Joint Powers Agreement.

NEW BUSINESS

5) CONSIDERATION TO APPROVE AND IMPLEMENT CITY POLICY REGARDING PROFESSIONAL SERVICES PROCUREMENT

Recommend that the City Council approve a Professional Services Procurement Policy.

6) CONSIDERATION TO AWARD CONTRACT NO. 1722 WITH HALL & FOREMAN, INC. TO PROVIDE SANITARY SEWER MASTER PLAN DEVELOPMENT SERVICES

Recommend that the City Council:

- a. Award a Professional Services Agreement (Contract No. 1722) to Hall & Foreman, Inc. to provide Sanitary Sewer Master Plan Development Services, in an amount not to exceed \$176,649; and



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REGULAR MEETING NOTICE & AGENDA – SEPTEMBER 3, 2013
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- b. Authorize the Interim City Manager to execute the Agreement with Hall & Foreman, Inc.

7) CONSIDERATION TO ADOPT RESOLUTION NO. 7560 APPROVING THE COOPERATIVE AGREEMENT FOR ADVANCE AND REIMBURSEMENT OF ADMINISTRATIVE, OVERHEAD AND OTHER EXPENSES (CONTRACT NO. 1723) BETWEEN THE CITY AND THE SUCCESSOR AGENCY

Recommend that the City Council adopt Resolution No. 7560 approving the Cooperative Agreement for Advance and Reimbursement of Administrative, Overhead and Other Expenses (Contract No. 1723) between the City and the Successor Agency and take certain other related actions.

CITY COUNCIL ITEMS

8) DISCUSSION AND CONSIDERATION OF PROMOTING AND PRODUCING EFFICIENT ENERGY SOLUTIONS

This item was placed on the agenda by Councilmember Robert Gonzales.

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

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

Elena G. Chávez, City Clerk

Signed and Posted: August 29, 2013 (1:00 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**

**JANUARY 22, 2013 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Pro Tem Sylvia Ballin called the meeting to order at 6:01 p.m.

Present:

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

Staff: Interim City Administrator Don Penman, City Attorney Maribel Medina, and City Clerk Elena G. Chávez

Absent: Mayor Antonio Lopez

PLEDGE OF ALLEGIANCE

Councilmember Fajardo

APPROVAL OF AGENDA

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

PRESENTATION

The following presentations were made:

- A) RECOGNITION OF FORMER CITY COMMISSIONERS
- B) EAST SAN FERNANDO TRANSIT CORRIDOR PROJECT – UPDATE BY METRO

SAN FERNANDO CITY COUNCIL**MINUTES – January 22, 2013****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Margie Carranza asked about funding going toward a local development and suggested that Robert Parks be made permanent Police Chief.

Samuel Beltran also recommended that Acting Chief of Police Robert Parks be appointed as permanent.

Julian Ruelas talked about the bus shelter item and suggested that Council choose the last option in the report (this option has the best fit and has the best features for the City).

Stormy Haupt said he wanted to clarify that commissioners do not get paid.

CONSENT CALENDAR

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

- 1) APPROVAL OF MINUTES OF:
 - a) DECEMBER 26, 2012 – SPECIAL MEETING
 - b) JANUARY 7, 2013 – SPECIAL MEETING
 - c) JANUARY 7, 2013 – REGULAR MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 13-012
- 3) RESOLUTION TO APPOINT CITY'S REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA) GOVERNING BOARD

By consensus, the motion carried.

Interim City Administrator Penman reported that a budget Resolution regarding Item No. 3 would be added to the next meeting agenda.

NEW BUSINESS

- 4) AWARD OF CONTRACT – SLURRY SEAL PROJECT

Public Works Director Ron Ruiz presented the staff report and replied to questions from Councilmembers.

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

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- a. Accept the lowest responsive bid from American Asphalt South Inc. for construction of these improvements; and
- b. Authorize the City Administrator to execute a Construction Contract with American Asphalt South Inc. for an amount not to exceed \$376,545.

By consensus, the motion carried.

5) AWARD OF CONTRACT – BUS SHELTERS

Public Works Director Ruiz presented the staff report and replied to questions from Councilmembers.

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

- a. Award a Contract to Sadie Construction Inc. for the purchase and installation of Bus Shelters;
- b. Authorize the City Administrator to execute a Professional Services Contract with Sadie Construction, Inc. for an amount not to exceed \$217,534; and
- c. Authorize the City Administrator to approve a contingency not to exceed 10% of contract amount.

The motion carried with the following vote:

AYES: Ballin, Avila, Gonzales – 3
NOES: None
ABSTAIN: Fajardo – 1
ABSENT: Lopez

6) AWARD OF CONTRACT – COPIER LEASE AND MAINTENANCE

Recreation and Community Services Operations Manager Ismael Aguila presented the staff report and replied to questions from Councilmembers.

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

- a. Adopt a Resolution approving a Lease Agreement with De Lage Landen Public Finance, LLC to finance copiers for the City and approve a Maintenance Agreement with Image 2000 to provide copier maintenance services for the City; and
- b. Authorize the Interim City Administrator to execute a Lease Agreement with De Lage Landen Public Finance, LLC that shall not exceed \$71,910 and a Maintenance Agreement with Image 2000 that shall not exceed \$105,318.

SAN FERNANDO CITY COUNCIL**MINUTES – January 22, 2013****Page 4**

By consensus, the motion carried.

7) **PURCHASE AND INSTALLATION OF 4G WIRELESS MODEMS FOR POLICE VEHICLES**

Acting Police Chief Robert Parks presented the staff report and responded to questions from Councilmembers.

Motion by Councilmember Gonzales, seconded by Councilmember Avila, to approve the purchase and installation of four 4G wireless modems and related equipment for four police vehicles in an amount not to exceed \$6,000. By consensus, the motion carried.

8) **APPOINTMENT OF INTERIM FINANCE DIRECTOR**

Interim City Administrator Penman presented the staff report.

Motion by Councilmember Avila, seconded by Councilmember Gonzales, to authorize the Interim City Administrator to negotiate and execute an agreement with MuniTemps to provide a temporary Interim Finance Director until the position can be filled on a permanent basis. By consensus, the motion carried.

CITY COUNCIL ITEMS

9) **APPOINTMENT TO CITY COMMISSION**

Motion by Councilmember Avila, seconded by Councilmember Fajardo, to appoint Victor Ponce to the Education Commission. By consensus, the motion carried.

STANDING COMMITTEE UPDATES

No. 1 Budget, Personnel and Finance (BPF)

Councilmember Avila – reported that the Committee discussed the bus shelters, refuse contract, reviewed City Council and departments priority goals, and the possible sale and relocation of the Lopez Villegas House.

No. 2 Housing, Community & Economic Development and Parking (HCEP)

Mayor Lopez – no updates.

No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)

SAN FERNANDO CITY COUNCIL**MINUTES – January 22, 2013****Page 5**

Councilmember Fajardo – reported they were given an update on the Lopez Villegas House, deferred maintenance assessment, waste management contract, and said that the Pacoima Wash Project will be agendized for an upcoming Council meeting.

No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTT)

Councilmember Avila – no updates.

No. 5 Education, Parks, Arts, Health and Aging (EPAH)

Councilmember Gonzales – requested to agendize items for their upcoming meeting (i.e. availability of health clinics and health fairs, update of pool facility and 4th of July event, and use of Quimby funds).

GENERAL COUNCIL COMMENTS

Councilmember Avila commended staff for responding to City Council's inquiries and he talked about virtual policing.

Councilmember Gonzales invited everyone to upcoming events (i.e., Ritchie Valens Memorial Dance and a fundraiser for the Cesar Chávez March).

Councilmember Fajardo talked about the cumbersome process to add items to the Standing Committee agendas and asked questions regarding the slurry seal and bus shelters projects (City Attorney Medina responded).

Mayor Pro Tem Ballin thanked staff and reported that the L.A. County Board of Supervisors recently recognized the City's Mariachi Master Apprentice Program (it was a very proud moment).

STAFF COMMUNICATION

Interim City Administrator Penman reported that he had a meeting with the Mall Association regarding the Property Based Improvement District (PBID) and this, along with review of the City Council Procedural Manual, will be agendized for a Study Session.

Public Works Director Ruiz requested to add for both PVTT and NRIW Standing Committees the RFP for engineering support services. By consensus, Councilmember agreed.

SAN FERNANDO CITY COUNCIL**MINUTES – January 22, 2013****Page 6****ADJOURNMENT (7:47 P.M.)**

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to adjourn the meeting.
By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 22, 2013 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 5, 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 6:08 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 Administrator Don Penman, City Attorney Rick R. Olivarez, and Deputy City Clerk Julie M. Fernandez

PLEDGE OF ALLEGIANCE

Mayor Lopez led the Pledge of Allegiance.

PRESENTATION

The following presentation was made:

A) INTRODUCTION OF NEW POLICE EXPLORER POST 521E CADETS

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Sigal Adini, Narconon Drug Prevention and Education, spoke about Narconon activities.

SAN FERNANDO CITY COUNCIL**MINUTES – AUGUST 5, 2013****Page 2**

Susan Lopez and Virgil (did not state last name), Young Champions Boxing Gym, spoke about the youth programs which are provided by their new gym, as well as, their upcoming expos.

CONSENT CALENDAR

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

- 1) APPROVAL OF MINUTES OF JULY 15, 2013 – REGULAR MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 13-081
- 3) CONSIDERATION AND POSSIBLE APPROVAL OF AN AGREEMENT FOR COMPREHENSIVE FIRE AND EMERGENCY MEDICAL SERVICES (CONTRACT NO. 1717) WITH THE LOS ANGELES FIRE DEPARTMENT (REVISED)

By consensus, the motion carried.

PUBLIC HEARING

- 4) CONSIDERATION, DISCUSSION, AND POSSIBLE APPROVAL OF FISCAL YEAR (FY) 2013-14 ANNUAL FEE SCHEDULE

Interim Finance Director Rafaela King presented the staff report and Public Works Director Ron Ruiz, and Recreation and Community Services Operations Manager Ismael Aguila discussed their respective Department's section and responded to Councilmember's questions.

Mayor Lopez called for public testimony in favor or opposition.

There being no comments, Mayor Lopez closed the public comment portion of the Hearing.

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to adopt Resolution No. 7553 incorporating all current fees for City services into a FY 2013-14 Annual Fee Schedule, amending certain fees and charges, and repealing all parts of Resolutions in conflict therewith.

The motion carried with the following vote:

AYES:	Lopez, Ballin, Avila, Fajardo, Gonzales – 5
NOES:	None
ABSENT:	None

SAN FERNANDO CITY COUNCIL**MINUTES – AUGUST 5, 2013****Page 3**

- 5) CONSIDERATION, DISCUSSION, AND POSSIBLE APPROVAL OF REGIONAL CONGESTION MANAGEMENT PROGRAM (CMP) SELF-CERTIFICATION AND ADOPTION OF THE CITY'S 2013 CMP LOCAL DEVELOPMENT REPORT (LDR)

City Planner Fred Ramirez presented the staff report.

Mayor Lopez declared the Public Hearing open and called for public testimony in favor or opposition.

There being no comments, Mayor Lopez closed the public comment portion of the Hearing.

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to adopt Resolution No. 7551 certifying that the City of San Fernando is in conformance with the Congestion Management Program (CMP) for Los Angeles County, and approving the City's 2013 CMP Local Development Report for the reporting period from June 1, 2012 to May 31, 2013.

The motion carried with the following vote:

AYES:	Lopez, Ballin, Avila, Fajardo, Gonzales – 5
NOES:	None
ABSENT:	None

NEW BUSINESS

- 6) CONSIDERATION, DISCUSSION AND POSSIBLE APPROVAL OF AGREEMENT (CONTRACT NO. 1719) FOR SPECIAL SERVICES WITH LIEBERT CASSIDY WHITMORE

Personnel Manager Michael Okafor presented the staff report. He, Interim City Administrator Penman, and City Attorney Olivarez responded to Councilmember questions. Mayor Lopez and Mayor Pro Tem Ballin expressed their concern with proceeding with the contract considering a Request for Proposal process had not been conducted. City Attorney Olivarez suggested that a Termination for Convenience Clause be added, if the City Council chose to approve the Agreement.

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Ballin, to table this item to a future meeting. By consensus, the motion carried.

Interim City Administrator Penman indicated that he would explore separating the proposed training and legal services.

- 7) CONSIDERATION, DISCUSSION AND POSSIBLE ADOPTION OF RESOLUTION NO. 7552 FOR THE PURCHASE AND INSTALLATION OF 4G WIRELESS MODEMS FOR POLICE VEHICLES

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Acting Police Chief Robert Parks presented the staff report and requested, if approved, to amend the Resolution by striking-out the line that refers to a decrease in revenues.

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

- a. Approve the purchase and installation of five 4G wireless modems and related equipment for four police vehicles in an amount not to exceed \$7,000; and
- b. Adopt Resolution No. 7552, with the amendment, amending the City Budget for Fiscal Year 2013-14 to allocate the funds (\$7,000).

By consensus, the motion carried.

8) **ESTABLISHING GRANT MANAGEMENT POLICY**

Interim Finance Director King presented the staff report and responded to Councilmember questions.

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

- a. Review, discuss and file the proposed Grants Management Policy;
- b. Provide staff with direction regarding any suggested changes; and
- c. Adopt Resolution No. 7554 establishing procedures for processing Grants as amended with suggested changes.

By consensus, the motion carried.

GENERAL COUNCIL COMMENTS

Councilmember Avila thanked staff for implementing the Grant Management Policy.

Councilmember Gonzales: 1) congratulated the new Explorers and the Boxing Program for their presentation; and 2) stated that a Neighborhood Watch meeting would be conducted soon.

Mayor Pro Tem Ballin stated that she is proud of the ladies that were introduced earlier, as well as, the City's accomplishments and the resident's support; feels that we are moving in the right direction; and is looking forward to the next few months and accomplishing great things.

Mayor Lopez stated: 1) that he has been busy with several board meetings, and it is important that Councilmembers are aware of what's happening; 2) would like Councilmembers to provide updates at a special City Council meeting or during the first City Council meeting of the month; 3) the Valley Economic Alliance has a new President – Greg Krikorian; 4) attended a Metro Service Council meeting and discussed the future of Metro and their accomplishments, this is

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important to San Fernando's future regarding transportation and high speed rail; 5) if residents or staff have complaints about Metro, please provide your feedback so that it can be provided to Metro; 6) the Ad Hoc Metro Committee discussed the East San Fernando Valley Corridor with Metro and they have agreed to provide a proposed plan in a couple of months, the Ad Hoc Committee is pushing hard to get a stop at Maclay Avenue because it is important to the community; 7) attended a meeting with Los Angeles County Mayors at the Los Angeles City Mayor's residence where they discussed, among other things, transportation and fiscal responsibility, using San Fernando as an example of being a role model to other cities; and 8) thanked San Fernando for all the hard work.

Councilmember Avila indicated that the San Fernando Valley Council of Governments (SFVCOG) had a new manager and new direction.

Mayor Pro Tem Ballin stated that she was invited by the Chair of the California Latino Water Coalition to attend a reception with Governor Brown and the legislative leadership on August 21, 2013.

STAFF COMMUNICATION

Recreation and Community Services Operations Manager Aguila provided an update regarding summer recreational programming.

Acting Police Chief Parks stated that a Community Neighborhood Watch meeting would be conducted on Thursday, August 8, 2013, at 6:30 p.m., at Las Palmas Park.

ADJOURNMENT (7:20 p.m.)

Motion by Mayor Pro tem Ballin, seconded by Councilmember Gonzales, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 5, 2013 meeting as approved by the San Fernando City Council.

Julie M. Fernandez
Deputy City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 19, 2013 – 5:30 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Pro Tem Sylvia Ballin called the meeting to order at 5:35 p.m.

Present:

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

Staff: Interim City Manager Don Penman, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Mayor Antonio Lopez

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Ballin

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION

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

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SPECIAL MEETING MINUTES – August 19, 2013**

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**A) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (G.C.
54956.9(a))**

Name of Case: State of California, et al., ex rel. David Sherwin v. Office Depot, Inc.
Case No.: 2:12-cv-09952-FMO-AJW (C.D. Cal.)

RECONVENE/REPORT OUT FROM CLOSED SESSION (5:45 P.M.)

Assistant City Attorney Padilla reported that the City Council gave direction to the City Manager and the City Attorney to have the City participate in a joint defense effort regarding the Office Depot Subpoena for a not-to-exceed sum of \$500.

The motion, made by Councilmember Avila, seconded by Councilmember Gonzales, carried with the following vote:

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

ADJOURNMENT (5:46 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 19, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**August 19, 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 6:03 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, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

PRESENTATION

The following presentations were made:

- A) PRESIDENT AND CEO OF PROJECT GRAD LOS ANGELES – FORD ROOSEVELT
- B) WHITE HOUSE INTERN – WALTER GARCIA

San Fernando Police Officers were also thanked by Father Ron Young for saving his life during a recent heart attack.

APPROVAL OF AGENDA

Interim City Manager Penman requested to add vouchers (totaling \$468,164.68) to the Warrant Register regarding payments to the City of Los Angeles for fire services.

SAN FERNANDO CITY COUNCIL**MINUTES – AUGUST 19, 2013****Page 2**

By consensus, Councilmembers agreed to make the findings (as stated by Assistant City Attorney Padilla) that the issue arose after the agenda was posted and that there is a need to take immediate action.

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Anna Frutos-Sanchez, Southern California Edison, reported that they will be doing work at various locations in the City.

Linda Campanella-Jauron said that the summer JAM sessions have been well attended and she thanked the City Council for their continued support of the City's art programs

CONSENT CALENDAR

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

- 1) APPROVAL OF MINUTES OF:
 - a) JULY 8, 2013 – SPECIAL MEETING
 - b) JULY 15, 2013 – SPECIAL MEETING
 - c) AUGUST 5, 2013 – SPECIAL MEETING
 - d) AUGUST 12, 2013 – SPECIAL MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 13-082
- 3) NOTICE OF COMPLETION FOR LOPEZ ADOBE REHABILITATION PROJECT (PHASE II)

By consensus, the motion carried.

CONTINUED BUSINESS

- 4) AWARD OF CONTRACT – LNI CUSTOM MANUFACTURING, INC. FOR WAYFINDING SIGNS

Public Works Director Ron Ruiz presented the staff report and replied to questions from Councilmembers.

SAN FERNANDO CITY COUNCIL**MINUTES – AUGUST 19, 2013****Page 3**

Motion by Councilmember Avila, seconded by Councilmember Gonzales, to adopt Resolution No. 7557 amending the Fiscal Year 2013-14 City budget to appropriate \$30,600 from Fund 11 (Highway Users Tax) to cover the cost of manufacturing the way finding signs (the original color scheme chosen by the City Council). By consensus, the motion carried.

Interim City Manager Penman reported that the installation of the signs would be a separate contract brought back for Council approval (i.e., rebidding installation and additional funds).

NEW BUSINESS

- 5) ADOPTION OF ANNUAL RESOLUTION REQUIRED BY COUNTY REGARDING CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR (FY) 2013-14

Interim Finance Director Rafaela King presented the agenda report and replied to questions from Councilmembers.

In response to Mayor Pro Tem Ballin's concern, Assistant City Attorney Padilla replied that any interest she may have as a CalPERS retiree is extremely remote but out of abundance of caution, she may recuse herself from voting on this item.

Motion by Councilmember Gonzales, seconded by Councilmember Avila, to adopt Resolution No. 7558 that will establish the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System, which is estimated at \$2,545,440 for FY 2013-14, and fix the property tax rate for FY 2013-14 at \$0.256543 per \$100 of assessed valuation and levies that tax rate upon all taxable property in the City.

At this time, Mayor Pro Tem Ballin exited the Council Chambers.

The motion carried with the following vote:

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

At this time, Mayor Pro Tem Ballin was called back into session.

- 6) CONSIDERATION, DISCUSSION, AND POSSIBLE APPROVAL OF THE LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (LA IMPACT) JOINT POWERS AGREEMENT (JPA) AND AMENDMENT

SAN FERNANDO CITY COUNCIL**MINUTES – AUGUST 19, 2013****Page 4**

Acting Police Chief Robert Parks presented the agenda report and replied to questions from Councilmembers.

Motion by Councilmember Gonzales, seconded by Councilmember Avila, to adopt Resolution No. 7555 approving the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Joint Powers Agreement (LA IMPACT JPA) authorizing the City's membership in LA IMPACT, and authorizing the Interim City Manager to execute the JPA Agreement. By consensus, the motion carried.

Motion by Councilmember Gonzales, seconded by Mayor Pro Tem Ballin, to adopt Resolution No. 7556 approving an amendment to the LA IMPACT JPA and authorizing the Interim City Manager to execute the JPA Amendment. By consensus, the motion carried.

7) **UPDATE REPORT REGARDING THE CITY LIVING WAGE ORDINANCE**

Interim City Administrator Penman presented the agenda report and replied to questions from Councilmembers.

No formal action was taken.

GENERAL COUNCIL COMMENTS

Councilmember Avila gave an update on the San Fernando Valley Council of Governments (SFVCOG) activities. He also reported that he has received many positive comments regarding the City's ballet folklorico group.

Councilmember Gonzales thanked staff for their hard work.

Mayor Pro Tem Ballin gave an update on Metropolitan Water District (MWD) activities and said that she was invited to an upcoming MWD community leadership meeting at Casa Torres Banquet Hall.

At the request of Mayor Lopez, Acting Police Chief Parks gave update on a recent compliance check at a residence.

Mayor Lopez reported that new members of the Valley Economic Alliance will be sworn in on Thursday and he thanked Councilmembers for giving updates on SFVCOG and MWD.

STAFF COMMUNICATION

Recreation & Community Services Operations Manager Ismael invited everyone to the last concert of the summer event on August 25th.

Acting Chief Parks reported on a community event that was held at Las Palmas Park.

SAN FERNANDO CITY COUNCIL**MINUTES – AUGUST 19, 2013****Page 5****ADJOURNMENT (7:36 P.M.)**

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to adjourn the meeting.
By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 19, 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: September 3, 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. 13-091****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-091****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 3rd day of September, 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 3rd day of September 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103051	9/3/2013	100067 ADVANCE DIRECT MAIL	8072013		UTILITY BILLING MAILING SERVICE - AI 070-382-0000-4300 072-360-0000-4300 073-350-0000-4300	64.55 64.55 64.54
					Total :	193.64
103052	9/3/2013	100070 ADVANCED ELECTRONICS INC.	0127979-IN	11014	VIRTUAL PATROL UPGRADE-RECREAT 019-423-0201-4500	4,633.54 4,633.54
103053	9/3/2013	100074 AEGIS COMPUTERS INC.	207902		IT SERVICES - SEPT 2013 001-190-0241-4260	10,630.00 10,630.00
103054	9/3/2013	100098 AIRGAS SAFETY	9018176425		SAFETY GEAR - EARPLUGS & GLOVES 072-360-0000-4310	296.93 296.93
103055	9/3/2013	100101 VERIZON WIRELESS-LA	970459610		VARIOUS CELL PHONES 001-310-0000-4220 072-360-0000-4220 001-101-0113-4220 001-101-0111-4220 001-101-0109-4220	33.19 25.68 32.26 43.33 42.05
					Total :	176.51
103056	9/3/2013	100405 BONANZA CONCRETE, INC.	41798		1106 KEWEN - SIDEWALK & DRIVE APP 015-310-0866-4600	766.27 766.27
103057	9/3/2013	100462 BYRD INDUSTRIAL ELECTRONICS	704-13		MWD SITE PRESSURE SWITCH PUMP ; 070-384-0000-4310	1,674.66 1,674.66
103058	9/3/2013	100529 EMPLOYMENT DEVELOPMENT DEPT.	944-0936-4		01/01/13-03/31/13 UNEMPLOYMENT INS 001-190-0222-4132	32.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103058	9/3/2013	100529 100529 EMPLOYMENT DEVELOPMENT DEPT.	(Continued)		Total :	32.40
103059	9/3/2013	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	984869		LIVE SCAN FINGERPRINTING - JULY 2013 001-222-3721-4260 FINGERPRINTS APPS - JULY 2013 001-106-0000-4270	3,809.00 32.00
					Total :	3,841.00
103060	9/3/2013	100558 CALIFORNIA CONTRACTORS	JJ78651		DEPARTMENT SUPPLIES 001-320-0301-4300	195.00 195.00
103061	9/3/2013	100805 COOPER HARDWARE INC.	89482		STOCK SUPPLY 070-383-0301-4300	19.89 19.89
103062	9/3/2013	100989 DOOLEY ENTERPRISES INC.	48931	11002	AMMUNITION 001-222-0000-4300 001-222-0000-4300	6,140.00 491.20
					Total :	6,631.20
103063	9/3/2013	101089 ESCOBAR, MARCO	081413-1		L P SENIOR PETTY CASH REIMB. 004-2380	43.60
			081413-2		L P SENIOR PETTY CASH REIMB. 004-2380	149.08
			081413-3		L P SENIOR PETTY CASH REIMB. 004-2380	105.98
			081413-4		L P SENIOR PETTY CASH REIMB. 004-2380	20.33
			081713-1		L P SENIOR PETTY CASH REIMB. 004-2380	95.68
			081713-2		L P SENIOR PETTY CASH REIMB. 004-2380	54.50
			081713-3		L P SENIOR PETTY CASH REIMB. 004-2380	24.75
					Total :	493.92
103064	9/3/2013	101147 FEDEX	3-5057-1287		COURIER SERVICE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103064	9/3/2013	101147 FEDEX	(Continued)		001-190-0000-4280	37.98
					Total :	37.98
103065	9/3/2013	101245 G.I. LAWNMOWER SHOP	03463		EQUIP MAINT 001-390-0410-4320	16.31
					Total :	16.31
103066	9/3/2013	101302 VERIZON	8181811075		CITY HALL PAGING 001-190-0000-4220	40.07
			8181811111		MUSIC CHANNEL 001-190-0000-4220	45.22
			8181811114		CITY YARD AUTO DIALER 070-384-0000-4220	44.00
			8183612385		MTA PHONE LINE 007-440-0441-4220	93.13
					001-190-0000-4220	46.56
			8183617825		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	46.56
			8188315002		PD SPECIAL PROBLEMS 001-222-0000-4220	42.09
			8188377174		PD SPECIAL PROBLEMS 001-222-0000-4220	20.90
			8188981293		CITY YARD MAJOR PHONE LINES 070-384-0000-4220	751.70
			8188987373		PD EMERGENCY 001-222-0000-4220	228.15
			8188987385		LP FAX LINE 001-420-0000-4220	30.44
					Total :	1,388.82
103067	9/3/2013	101376 GRAINGER, INC.	9203104915		THERM GUARD @ PW OPS CTR 001-390-0450-4300	29.17
			9203400578		REPLACE CEILING TILE @ PW OPS CT 001-390-0450-4300	101.41
			9203922456		VOLUNTEER SURVEILLANCE AT CITY Y/ 001-390-0450-4300	70.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103067	9/3/2013	101376 GRAINGER, INC.	(Continued) 9207377038		FLOOR MAT - REC PARK DRINKING FO 001-390-0410-4300	32.87
			9210138807		CREDIT - CEILING TILE RETURNED 001-390-0450-4300	-101.41
					Total :	132.08
103068	9/3/2013	101512 HDL, COREN & CONE	0019423-IN		CONTRACT SERVICE PROPERTY TAX - 001-130-0000-4270	625.00
					Total :	625.00
103069	9/3/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	1023547		WEED CONTROL @ LP PARK 001-390-0460-4300	124.30
			1023549		WEED CONTROL @ CITY HALL 001-390-0310-4300	118.81
			1023551		WEED CONTROL @ PIONEER PARK 001-390-0410-4300	118.81
			1562575		PLIERS 001-320-0000-4340	29.95
					Total :	391.87
103070	9/3/2013	101605 INDEPENDENT CITIES ASSOCIATION	2013-36		MEMBERSHIP DUES FY 13/14 001-190-0000-4380	1,065.00
					Total :	1,065.00
103071	9/3/2013	101605 INDEPENDENT CITIES ASSOCIATION	091213		ICA INSTALLATION DINNER ON 09/12/1: 001-190-0000-4380	80.00
					Total :	80.00
103072	9/3/2013	101647 INTERSTATE BATTERY	30573490		BATTERIES FOR FLEET 001-1215	566.58
			30573687		CREDIT - BATTERY EXCHANGED 001-1215	-7.63
					Total :	558.95
103073	9/3/2013	101649 INTER-VALLEY POOL SUPPLY, INC	56175		POOL CHEMICALS 001-430-0000-4300	534.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103073	9/3/2013	101649 INTER-VALLEY POOL SUPPLY, INC	(Continued) 56459		POOL CHEMICALS 001-430-0000-4300	605.97
					Total :	1,140.91
103074	9/3/2013	101666 DE LAGE LANDEN FINANCIAL SERVS	18921879		AUG 2013 - VARIOUS COPIERS LEASE 001-190-0000-4320 001-420-0000-4260 103-420-0000-4260 104-420-0000-4260 070-381-0000-4290	443.64 405.44 101.36 101.36 146.70
					Total :	1,198.50
103075	9/3/2013	101666 DE LAGE LANDEN FINANCIAL SERVS	18968424		AUG LEASE PAYMENT FOR PD 001-222-0000-4260	635.20
					Total :	635.20
103076	9/3/2013	101688 J & R AUDIO	1505		SOUND LIGHTING TECHNICIANS FOR (
					004-2359	900.00
					Total :	900.00
103077	9/3/2013	101768 KIMBALL-MIDWEST	3101789		MISC NUTS, BOLTS, WASHERS & TIE S 001-1215	307.67
					Total :	307.67
103078	9/3/2013	101772 KING'S BRAKE AND PIONEER TIRE	SN003128		MOUNT & BALANCE TIRE - PK3322 001-320-0390-4400	20.00
					Total :	20.00
103079	9/3/2013	101848 LANGUAGE LINE SERVICES	3194695		TRANSLATION SERVICES 001-222-0000-4260	3.50
					Total :	3.50
103080	9/3/2013	101971 L.A. MUNICIPAL SERVICES	3-50-34889-13655 3-51-11574-13003 3-51-28526-12900		ELECTRIC - 13655 FOOTHILL 070-384-0000-4210 ELECTRIC - 13003 BORDEN 070-384-0000-4210 WATER - 12900 DRONFIELD	71.58 883.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103080	9/3/2013	101971 L.A. MUNICIPAL SERVICES	(Continued) 3-51-28526-12900 3-51-77347-14060 3-51-77347-14060		070-384-0000-4210 ELECTRIC - 12900 DRONFIELD 070-384-0000-4210 WATER - 14060 SAYRE 070-384-0000-4210 ELECTRIC - 14060 SAYRE 070-384-0000-4210	273.72 5,959.84 64.75 14,058.10
					Total :	21,311.39
103081	9/3/2013	101974 LOS ANGELES COUNTY	JULY 2013		DEPT OF ANIMAL CARE & CONTROL FI 001-190-0000-4260	5,634.77
					Total :	5,634.77
103082	9/3/2013	102007 L.A. COUNTY SHERIFFS DEPT.	140180WC		PRISONER MEALS - JULY 2013 001-225-0000-4350	522.70
					Total :	522.70
103083	9/3/2013	102063 MACKAY METERS, INC.	1035997		NEW SOFTWARE FOR PARKING METE 029-335-0000-4600	221.16
					Total :	221.16
103084	9/3/2013	102226 MISSION LINEN & UNIFORM	140183192 140183950 140184591 140185358 140186014		LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350	148.45 69.53 142.42 44.43
					Total :	585.16
103085	9/3/2013	102260 MOORE MEDICAL LLC	821935811		MEDICATIONS 001-225-0000-4350	186.40
					Total :	186.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103086	9/3/2013	102303 NACHO'S ORNAMENTAL SUPPLY	235654		BBQ REPAIRS @ REC PARK 001-390-0410-4300	273.67
					Total :	273.67
103087	9/3/2013	102325 NAPA AUTO PARTS	807733		FILTERS FOR FLEET 001-1215	10.79
			807961		TRANS FILTER KIT - PD4539 001-320-0224-4400	39.20
			808082		TRANS FILTER KIT - PD4538 001-320-0224-4400	39.20
			808471		FRONT BRAKE PADS - EL2073 001-320-0371-4400	25.38
			808525		AIR FILTER - EL2073 001-320-0371-4400	3.43
			808538		SPILL PROOF BATTERY BOX FOR REPAI 070-381-0450-4300	12.70
			808581		BRAKE PEDAL PAD - EL2073 001-320-0371-4400	6.29
			808582		DEPT SUPPLIES 001-320-0301-4300	156.23
					001-1215	54.10
			808717		REAR BRAKE PADS - PK4572 001-320-0390-4400	39.29
			808780		REPLACE FLOR JACK 001-320-0000-4320	216.91
			808783		SMALL TOOLS, DRAIN PLUG KIT 001-320-0000-4340	61.53
			809057		FILTERS FOR FLEET 001-1215	9.72
			809198		SAFETY STROBES - WA5213 070-383-0000-4400	200.23
			809240		INSIDE DOOR HANDLE - PK8230 001-320-0390-4400	16.12
			809271		VALVE TRUCK FILTER - WA4573 070-383-0000-4400	57.41
			809297		FILTERS FOR FLEET 001-1215	50.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103087	9/3/2013	102325 NAPA AUTO PARTS	(Continued) 809569		WATER WELD 001-430-0000-4300	16.33
			809855		FRONT BRAKE PAD - WA4470 070-384-0000-4400	40.66
			810529		TAIL LIGHT CONNECTOR - PK8230 001-320-0390-4400	34.65
			810708		GREASE 017-420-1328-4300	31.93
					Total :	1,122.13
103088	9/3/2013	102395 NORMAN A. TRAUB ASSOCIATES INC	12138A.1		PROFESSIONAL SERVICES - IA#12-03 001-222-0000-4260	7,380.59
					Total :	7,380.59
103089	9/3/2013	102423 OCCU-MED, INC.	0713901		PRE-EMPLOYMENT PHYSICAL 001-106-0000-4260	295.00
					Total :	295.00
103090	9/3/2013	102432 OFFICE DEPOT	665880455001		CD/DVD SLEEVES & CD-R SPINDLE, PE 001-222-0000-4300	319.56
			665881764001		RIBBON 001-222-0000-4300	17.40
			669509415001		CASE OF COPY PAPER 001-420-0000-4300	196.85
					Total :	533.81
103091	9/3/2013	102458 ON SITE LASERMEDIC CORPORATION	S-64844		HP LASER 8100 INPUT FEED ASSEMBL 070-382-0000-4320	101.37
					072-360-0000-4320	101.37
					073-350-0000-4320	101.37
					Total :	304.11
103092	9/3/2013	102530 AT & T	818-270-2203		1SDN LINE/LASN NETWORK 001-222-0000-4220	115.09
					Total :	115.09

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103093	9/3/2013	102666 PREFERRED DELIVERY SYSTEMS INC	549-65		COURIER SERVICES 001-222-0000-4260	103.00
					Total :	103.00
103094	9/3/2013	102779 RAMIREZ, THOMAS	AUG 2013		KARATE INSTRUCTOR 017-420-1326-4260	660.00
					Total :	660.00
103095	9/3/2013	102803 RED WING SHOE STORE	2330000011527		PUBLIC WORKS SAFETY SHOES PURC	
				11003	070-383-0000-4310	389.14
				11003	070-384-0000-4310	125.36
				11003	072-360-0000-4310	436.00
				11003	001-310-0000-4310	156.96
				11003	001-320-0000-4310	403.30
				11003	001-346-0000-4310	218.00
				11003	001-371-0000-4310	166.78
				11003	001-390-0410-4310	491.60
					Total :	2,387.14
103096	9/3/2013	102929 ROYAL PAPER CORPORATION	4387902		JANITORIAL SUPPLIES FOR VARIOUS	
					001-390-0410-4300	521.73
					001-390-0460-4300	355.84
					001-390-7500-4300	295.41
					001-390-0470-4300	187.00
					001-390-0222-4300	140.70
					001-390-0310-4300	18.52
					Total :	1,519.20
103097	9/3/2013	102930 ROYAL WHOLESALE ELECTRIC	8901-685529		LAMPS FOR CITY STREET LIGHTS	
					027-344-0301-4300	332.62
			8901-685544		LAMP REPLACEMENT	
					027-344-0301-4300	241.98
					Total :	574.60
103098	9/3/2013	102988 SAFETY-KLEEN CORP.	61527129		HAZMAT DISPOSAL - CONTAINER	
					073-350-0000-4260	82.84
					Total :	82.84

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103099	9/3/2013	103010 SAM'S CLUB DIRECT, #0402465855179	6022		MINI FRIDGE AND KITCHEN SUPPLIES	
			6023		001-222-0000-4300	243.33
					MEMORY CARD	
			6024		010-220-3713-4300	81.29
					BATTERIES	
			6157		001-222-0000-4300	51.71
					SNACKS FOR TRAINING	
					001-222-0000-4300	32.38
					Total :	408.71
103100	9/3/2013	103029 SAN FERNANDO, CITY OF	13023-13082		REIMBURSEMENT TO WORKERS COM	
					006-190-0000-4810	15,539.43
					Total :	15,539.43
103101	9/3/2013	103045 SAN FER. MALL DOWNTOWN ASSOC.	NONPO		REIMB. TO DOWNTOWN ASSOC FOR P	
					001-2260	2,787.62
					Total :	2,787.62
103102	9/3/2013	103176 SIMS WELDING SUPPLY CO.	00580592		DEPT SUPPLIES	
					001-390-0410-4300	25.48
					001-320-0301-4300	80.00
					Total :	105.48
103103	9/3/2013	103184 SMART & FINAL	124990		AARP CLASS REFRESHMENTS	
					004-2346	21.95
			125537		010-422-3750-4300	145.29
					MOCHA MIX & CREAMERS	
			125606		001-222-0000-4300	41.92
					REFRESHMENTS FOR NEIGHBORHOO	
			127826		001-222-0000-4300	108.38
					SENIOR CLUB REFRESHMENTS	
					004-2346	89.65
					004-2380	200.70
					Total :	607.89
103104	9/3/2013	103202 SOUTHERN CALIFORNIA EDISON CO.	080213		ELECTRIC - 910 1ST	
					001-222-0000-4210	8,476.97

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103104	9/3/2013	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued) 080613		ELECTRIC - VARIOUS LOCATION 001-420-0000-4210	5,048.23
			080713		027-344-0000-4210 ELECTRIC - VARIOUS LOCATIONS	18,061.47
			080813		001-430-0000-4210 001-371-0000-4210	8,491.91 1,656.11
			080913		ELECTRIC - BRAND/3RD & 1202 PICO 001-371-0000-4210	38.38
			081013		029-335-0000-4210 ELECTRIC - 900 1/2 1ST, 1041 1/2 TRUM	164.83
			081313		001-390-0470-4210 ELECTRIC - TRUMAN/KITTRIDGE	111.83
					001-341-0000-4210 ELECTRIC - VARIOUS LOCATIONS	25.79
					001-390-0450-4210 070-381-0000-4210	875.37 430.43
					072-360-0000-4210 070-384-0000-4210	430.43 1,811.59
					Total :	45,623.34
103105	9/3/2013	103205 THE GAS COMPANY	080813		GAS - VARIOUS LOCATIONS 001-430-0000-4210	4,712.54
					001-222-0000-4210 001-310-0000-4210	94.87 49.82
					001-390-0450-4210 070-381-0000-4210	7.21 3.60
			081213		072-360-0000-4210 GAS - VARIOUS LOCATIONS	3.60
					001-420-0000-4210	43.98
					Total :	4,915.62
103106	9/3/2013	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-97539		NATURAL GAS FOR CNG STATION 001-320-3661-4402	12,343.81
					Total :	12,343.81
103107	9/3/2013	103251 STANLEY PEST CONTROL	513038		PEST CONTROL @ PD	

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103107	9/3/2013	103251 STANLEY PEST CONTROL	(Continued) 521879		001-390-0222-4260 PEST CONTROL @ PD	64.00
					001-390-0222-4260	64.00
					Total :	128.00
103108	9/3/2013	103349 THE HOUSE OF PRINTING, INC.	145541		#10 WINDOW ENVELOPES 001-130-0000-4300	380.41
					Total :	380.41
103109	9/3/2013	103413 TRANS UNION LLC	07309417		CREDIT CHECKS 001-222-0000-4260	7.08
					Total :	7.08
103110	9/3/2013	103463 U.S. POSTMASTER	DEMAND		PRESORTED FIRST CLASS POSTAGE 070-382-0000-4300	319.84
					072-360-0000-4300 073-350-0000-4300	319.84 319.85
					Total :	959.53
103111	9/3/2013	103510 V & V MANUFACTURING, INC.	37971		BADGE FOR RETIREE 001-222-0000-4300	145.23
					Total :	145.23
103112	9/3/2013	103619 CARL WARREN & CO.	1424694-IN		LEGAL SERVICES 001-112-0000-4270	159.90
			1424695-IN		LEGAL SERVICES 001-112-0000-4270	345.38
			1424696-IN		LEGAL SERVICES 001-110-0507-4270	179.09
			1424697-IN		LEGAL SERVICES 001-110-1060-4270	95.94
			1424698-IN		LEGAL SERVICES 001-110-0511-4270	217.46
			1424699-IN		LEGAL SERVICES 001-112-0000-4270	38.38
			1424700-IN		LEGAL SERVICES	

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103112	9/3/2013	103619 CARL WARREN & CO.	(Continued)			
			1424701-IN		001-110-3375-4270 LEGAL SERVICES	563.31
			1424702-IN		001-110-1065-4270 LEGAL SERVICES	198.28
			1424703-IN		001-112-0000-4270 LEGAL SERVICES	108.73
			1507418		001-112-0000-4270 LEGAL SERVICES	394.13
			1514342		001-112-0000-4270 LEGAL SERVICES	300.00
			1514343		001-110-0507-4270 LEGAL SERVICES	428.53
			1514344		001-110-0511-4270 LEGAL SERVICES	179.09
			1514345		001-110-1065-4270 LEGAL SERVICES	236.65
			1514346		001-112-0000-4270 LEGAL SERVICES	121.52
					001-112-0000-4270	211.07
					Total :	3,777.46
103113	9/3/2013	103716 WORKBOOT WAREHOUSE	43184		SAFETY BOOTS - G SALDIVAR	
			79134		001-390-0410-4310 SAFETY BOOTS - M FLORES	196.15
			79234		001-390-0410-4310 SAFETY BOOTS - N HASBUN	234.46
					001-390-0410-4310	118.81
					Total :	549.42
103114	9/3/2013	103738 YOSEF AMZALAG SUPPLY	12066087		IRRIGATION REPAIR @ LP PARK	
			12066582		001-390-0460-4300 IRRIGATION REPAIR @ LP PARK	27.41
					001-390-0460-4300	28.44
					Total :	55.85
103115	9/3/2013	103903 TIME WARNER CABLE	8448200540010369		CABLE 08/18/13 - 09/17/13	

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103115	9/3/2013	103903 TIME WARNER CABLE	(Continued)			
			8448200540028882		001-222-0000-4260 CABLE/INTERNET SERVICE 08/13/13 -	16.58
			8448300070189011		001-420-0000-4260 INTERNET SERVICES - 08/12/13-09/11/1	119.94
					001-190-0000-4220	1,100.00
					Total :	1,236.52
103116	9/3/2013	103948 CDW GOVERNMENT, INC.	DT55298		PW REPEATER RELOCATION @ COUR	
			DW09531		001-390-0450-4300 PW FIELD SUPERVISOR COMPUTER U	114.19
			FF61561		001-390-0410-4320 VPN ACCESS LICENSES	40.88
					001-222-0000-4300	792.01
					Total :	947.08
103117	9/3/2013	887121 DELL MARKETING L.P.	XJ6FRMMC7		STANDS FOR NEW COMPUTERS IN RP	
			XJ6MR4N77		001-222-0000-4320 VLA OFFICE STD 2013 SOFTWARE	476.07
					001-222-0000-4320	1,012.04
					Total :	1,488.11
103118	9/3/2013	887441 EWING IRRIGATION	6786581		IRRIGATION REPAIR KITS FOR LP PARI	
					001-390-0410-4300	91.55
					001-390-0460-4300	91.54
					Total :	183.09
103119	9/3/2013	887568 TRANS TECH	011006		REPLACE FLYWHEEL - PD7834	
					001-320-0225-4400	416.75
					Total :	416.75
103120	9/3/2013	887695 AL'S KUBOTA TRACTOR	326099		HYDRAULIC CLUTCH - PK1169	
					001-320-0390-4400	351.56
					Total :	351.56
103121	9/3/2013	887952 J. Z. LAWNMOWER SHOP	6565		SPARK PLUGS & EDGER STRING	
					070-383-0000-4320	32.89

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103121	9/3/2013	887952 887952 J. Z. LAWNMOWER SHOP	(Continued)		Total :	32.89
103122	9/3/2013	888075 DATAMATIC, LTD.	CA-0000024759		HANDHELD METER READING - OCT 20 070-381-0000-4320	326.51
					Total :	326.51
103123	9/3/2013	888123 L.A. DEPARTMENT OF WTR & POWER	742182-315938		SECURITY LIGHTING - 13655 FOOHILI 070-384-0000-4210	104.50
			742182-315943		SECURITY LIGHTING - 12900 DRONFIE 070-384-0000-4210	334.25
					Total :	438.75
103124	9/3/2013	888241 UNITED SITE SERVICES OF CA INC	114-1431046		PORTABLE TOILET RENTAL @ 501 FIR	
			114-1434562		001-390-0450-4260 PORTABLE TOILET RENTAL @ LAYNE F	510.60
			114-1459825		001-390-0410-4260 PORTABLE TOILET @ REC PARK	352.08
					001-420-0000-4210	134.07
					Total :	996.75
103125	9/3/2013	888283 LARRY'S TOWING SERVICE	13916		TOWED BACKHOE TO CITY YARD 073-350-0000-4400	155.00
					Total :	155.00
103126	9/3/2013	888356 ADVANCED AUTO REPAIR BODY &	1061		REPAIR GEARBOX P/S - EL7122	
			1062		001-320-0370-4400	302.16
			1063		REPAIR A/C CONTROLS - ME4412 001-320-0320-4400	75.00
					FREON RECHARGE - PD6204 001-320-0228-4400	31.80
					Total :	408.96
103127	9/3/2013	888442 WESTERN EXTERMINATOR COMPANY	1380053		PEST CONTROL @ LP PARK	
			1380054		001-390-0460-4260 BAIT TRAP MONITORING @ LP PARK	47.50
			1380055		001-390-0460-4330	144.00
					PEST CONTROL @ REC PARK 001-390-0410-4260	69.00

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103127	9/3/2013	888442 WESTERN EXTERMINATOR COMPANY	(Continued) 1380056		BAIT TRAP MONITORING @ REC PARK 001-390-0410-4330	60.00
			1380435		PEST CONTROL @ ORTEGA PARK 001-390-7500-4260	47.00
			1443621		PEST CONTROL @ CITY HALL 001-390-0310-4260	73.50
					Total :	441.00
103128	9/3/2013	888468 MAJOR METROPOLITAN SECURITY	1060198		ALARM MONITORING - SEPT 2013 001-430-0000-4260	15.00
			1060199		ALARM MONITORING - SEPT 2013 001-390-0410-4260	15.00
			1060200		ALARM MONITORING - SEPT 2013 001-390-0460-4260	15.00
			1060201		ALARM MONITORING - SEPT 2013 001-390-0310-4260	15.00
			1060202		ALARM MONITORING - SEPT 2013 001-390-0450-4260	15.00
			1060203		ALARM MONITORING - SEPT 2013 001-390-0410-4260	15.00
			1060204		ALARM MONITORING - SEPT 2013 001-390-0410-4260	15.00
			1060205		ALARM MONITORING - SEPT 2013 001-390-0410-4260	15.00
			1060206		ALARM MONITORING - SEPT 2013 001-390-0222-4260	15.00
			1060207		ALARM MONITORING - SEPT 2013 001-390-0460-4260	15.00
			1060208		ALARM MONITORING - SEPT 2013 001-390-0410-4260	15.00
			1060209		ALARM MONITORING - SEPT 2013 001-390-0450-4260	15.00
			1060210		ALARM MONITORING - SEPT 2013 001-390-0450-4260	15.00
					Total :	195.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103129	9/3/2013	888531 BIG RED PLUMBING SUPPLY, INC.	80771		WATER KEY - REC PARK DRINKING FO	
			80968		001-390-0410-4300	17.53
			81085		DRAIN REPAIR @ LP PARK	
			81086		001-390-0460-4300	21.89
			81259		STOCK SUPPLY	
					070-383-0301-4300	516.05
					STOCK SUPPLY	
					070-383-0301-4300	277.75
					SPUD WRENCH, 12-INCH	
					070-383-0000-4340	78.48
					Total :	911.70
103130	9/3/2013	888646 HD SUPPLY WATER WORKS, LTD	B290003		ARROYO BOOSTER #2 BALL VALVE	
			B296776		070-384-0000-4310	35.58
					ARROYO BOOSTER #2 - CAL-VAL	
					070-384-0000-4310	830.14
					Total :	865.72
103131	9/3/2013	888746 POWELL, TROY	08/03, 08/10 & 08/17		SPORTS OFFICIAL	
					017-420-1328-4260	150.00
					Total :	150.00
103132	9/3/2013	888800 BUSINESS CARD	080713		2013 LEAGUE OF CA. CITIES ANNUAL	
					001-101-0109-4370	176.80
					001-101-0103-4370	176.80
					001-101-0111-4370	176.80
					Total :	530.40
103133	9/3/2013	888869 MUNITEMPS STAFFING	123941		TEMPORARY STAFFING - ADMIN ANAL	
					070-384-0000-4112	229.95
					072-360-0000-4112	229.94
					001-310-0000-4112	183.96
					001-311-0000-4112	45.99
					027-344-0000-4112	114.98
					070-381-0000-4112	459.90
					070-382-0000-4112	804.83
					070-383-0000-4112	229.95

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103133	9/3/2013	888869 MUNITEMPS STAFFING	(Continued) 123970		TEMPORARY STAFFING - ADMIN ANAL	
					001-310-0000-4112	202.94
					001-311-0000-4112	50.74
					027-344-0000-4112	126.84
					070-381-0000-4112	507.35
					070-382-0000-4112	887.86
					070-383-0000-4112	253.68
					070-384-0000-4112	253.68
					072-360-0000-4112	253.66
			123971		TEMPORARY STAFFING - INTERIM FIN	
					001-130-0000-4112	6,120.00
					Total :	10,956.25
103134	9/3/2013	889077 FUEL CREATIVE GROUP INC.	02866-1	11009	WAYFINDING SIGN SYSTEM DESIGN	
			02866-2	11009	105-346-0880-4600	4,085.08
					WAYFINDING SIGN SYSTEM DESIGN	
					105-346-0880-4600	4,125.00
					Total :	8,210.08
103135	9/3/2013	889114 SEVEN ELK RANCH DESIGN, INC	2124		ARBORICULTURAL CONSULTING SERV	
					001-310-0000-4270	275.00
					Total :	275.00
103136	9/3/2013	889118 LDI COLOR TOOLBOX	185469		PRINTER COPIES - JULY 2013	
			185673		001-222-0000-4260	260.52
					COPIES MADE 07/13/13 - 08/13/13	
					001-222-0000-4260	277.10
					Total :	537.62
103137	9/3/2013	889328 FIRST TRANSIT, INC.	10848335		MCT & TROLLEY SERVICE - JULY 2013	
					007-440-0442-4260	22,350.24
					007-313-0000-4260	18,850.96
					Total :	41,201.20
103138	9/3/2013	889421 LOPEZ, ANTONIO G	TRAVEL		2013 LEAGUE OF CA. CITIES ANNUAL	
					001-101-0109-4370	105.00

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103138	9/3/2013	889421 889421 LOPEZ, ANTONIO G	(Continued)			Total : 105.00
103139	9/3/2013	889532 GILMORE, REVA A.	07/27/13 - 08/09/13		FOOD SERVICE MANAGER 010-422-3750-4270 010-422-3752-4270	598.00 84.50 Total : 682.50
103140	9/3/2013	889533 MARTINEZ, ANITA	07/27/13 - 08/09/13		ASSISTANT FOOD MANAGER 010-422-3750-4270	177.00 Total : 177.00
103141	9/3/2013	889534 RAMIREZ, FRANCISCO	07/27/13 - 08/09/13		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	177.00 52.00 Total : 229.00
103142	9/3/2013	889535 GOMEZ, GILBERT	07/27/13 - 08/09/13		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	177.00 57.20 Total : 234.20
103143	9/3/2013	889545 PEREZ, MARIBEL	REIMB.		ENP REFRESHMENTS 004-2346	92.39 Total : 92.39
103144	9/3/2013	889644 VERIZON BUSINESS	07405435		CITY HALL LONG DISTANCE 001-190-0000-4220	59.87
			07405436		CITY YARD LONG DISTANCE 070-384-0000-4220	48.32
			07405437		CITY HALL LONG DISTANCE & INTRAL/	167.23
			07405438		POLICE LONG DISTANCE 001-222-0000-4220	212.45
			07405439		CITY YARD LONG DISTANCE 070-384-0000-4220	4.82
			07405440		PARK LONG DISTANCE 001-420-0000-4220	102.41
			07406000		ENGINEERING LONG DISTANCE	

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103144	9/3/2013	889644 VERIZON BUSINESS	(Continued)			
			07406009		001-310-0000-4220 CITY YARD LONG DIST (AIMS NETWORK	2.50 4.76
			07406013		CREDIT CARD LINE 001-190-0000-4220	2.41
			07406014		POLICE LONG DISTANCE 001-222-0000-4220	2.67
			07406015		PARK LONG DISTANCE 001-420-0000-4220	2.42
			07406023		CITY HALL LONG DIST 001-190-0000-4220	2.16
			Y2619457		POLICE LONG DISTANCE 001-222-0000-4220	212.45 Total : 824.47
103145	9/3/2013	889681 VILLALPANDO, MARIA	07/27/13 - 08/09/13		FOOD SERVICE WORKER 010-422-3750-4270 010-422-3752-4270	221.25 44.25 Total : 265.50
103146	9/3/2013	889834 LESLIE'S SWIMMING POOL SUPPLIE	59-327434		CHEM TEST ITEMS 001-430-0000-4300	42.81 Total : 42.81
103147	9/3/2013	889871 EXOVA INC.	147368		CHROMIUM, HEX CHROMIUM & COURI 070-384-0000-4260	2,820.00 Total : 2,820.00
103148	9/3/2013	889942 ATHENS SERVICES	AUG 2013		STREET SWEEPING - AUG 2013 001-343-0000-4260	10,100.00 Total : 10,100.00
103149	9/3/2013	889962 GMS ELEVATOR SERVICES, INC	00070075		ELEVATOR MONTHLY SERVICE 001-430-0000-4300	129.00 Total : 129.00

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103150	9/3/2013	889986 THE GEAR BOX	2128		UNIFORMS FOR CSO	
			2134		001-222-0000-4300	372.42
			2135		EXPLORER PATCHES	
			2140		001-226-0230-4430	501.40
					BADGE PATCHES FOR EXPLORERS	
					001-226-0230-4430	109.00
					REPLACEMENT UNIFORM PANTS	
					001-222-0000-4300	47.96
					Total :	1,030.78
103151	9/3/2013	890090 DEPARTMENT OF INDUSTRIAL	P117113SN		UA INSPECTION FEES - RIDE ID#P0293	
					001-430-0000-4260	195.00
					Total :	195.00
103152	9/3/2013	890095 O'REILLY AUTO PARTS	2665-384988		SMALL TOOLS	
					001-320-0000-4340	102.45
					001-320-0301-4300	22.89
					Total :	125.34
103153	9/3/2013	890104 ABBA TERMITE & PEST CONTROL	21549		WASP NEST REMOVAL FROM LIGHT P	
			21554		001-390-0410-4330	95.00
					BEEES REMOVED FROM HOLE IN TREE.	
					001-390-0410-4330	95.00
					Total :	190.00
103154	9/3/2013	890127 NATURAL GAS GLOBAL SERVICES	4557		CNG STATION UPGRADE	
			4595		001-320-3661-4600	1,835.19
			4596		REPAIR TO COMP A - CNG STATION	
					001-320-3661-4400	2,258.74
					REPAIR TO COMP B - CNG STATION	
					001-320-3661-4400	823.00
					Total :	4,916.93
103155	9/3/2013	890251 ALDERMAN & HILGERS, LLP	1179		LEGAL SERVICES	
			1180		001-110-1065-4270	389.23
					LEGAL SERVICES	
					001-110-0511-4270	101.39

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103155	9/3/2013	890251 890251 ALDERMAN & HILGERS, LLP	(Continued)			Total : 490.62
103156	9/3/2013	890324 PEREZ, JUAN	080313		SPORTS OFFICIAL	
			081013		017-420-1328-4260	86.00
			081713		SPORTS OFFICIAL	
					017-420-1328-4260	68.00
					SPORTS OFFICIAL	
					017-420-1328-4260	68.00
					Total :	222.00
103157	9/3/2013	890431 UNIVERSAL SPECIALTIES INC	60659		EYE WASH FOR REC PARK	
					001-390-0410-4300	250.89
					Total :	250.89
103158	9/3/2013	890484 MIRANDA, MARIA	812046		SENIOR CANCELLATION TRIP REFUND	
					004-2380	35.00
					Total :	35.00
103159	9/3/2013	890491 PTI PRINTING TECHNOLOGY INC	0467405-IN		HP4700 TONER - YELLOW & BLACK	
					001-130-0000-4300	172.05
					Total :	172.05
103160	9/3/2013	890561 GCS INC.	44331		JANITORIAL SERVICES CONTRACT FO	
				11013	001-390-0222-4260	4,305.60
				11013	001-390-0310-4260	1,214.91
				11013	001-390-0410-4260	2,607.00
				11013	001-390-0450-4260	1,088.36
				11013	001-390-0460-4260	3,780.00
				11013	001-430-0000-4260	3,450.00
					Total :	16,445.87
103161	9/3/2013	890594 HEALTH AND HUMAN RESOURCE	86033		EAP - AUG 2013	
					001-106-0000-4260	325.80
					Total :	325.80
103162	9/3/2013	890740 MORAN, STEPHANIE	.5 AUG 2013		WATER EXERCISE INSTRUCTOR	
					017-420-1337-4260	440.00

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103162	9/3/2013	890740 MORAN, STEPHANIE	(Continued)			Total : 440.00
103163	9/3/2013	890771 TORRES, CAROLINA	07/17/13 - 08/13/13		ZUMBA INSTRUCTOR 017-420-1337-4260	280.00 Total : 280.00
103164	9/3/2013	890807 TORRES, SALVADOR	584390		SENIOR TRIP CANCELLATION REFUND 004-2380	270.00 Total : 270.00
103165	9/3/2013	890810 SENFTLEBEN, DARIO	07/17/13 - 08/13/13		OUTDOOR FITNESS INSTRUCTOR 017-420-1337-4260	680.00 Total : 680.00
103166	9/3/2013	890833 THOMSON REUTERS	827705515		LA CLEAR - INVEST TOOLS 001-224-0000-4270	137.45 Total : 137.45
103167	9/3/2013	890834 SPARKLING IMAGE CORP	46169		CAR WASHES - JULY 2013 001-222-0000-4320	135.00 Total : 135.00
103168	9/3/2013	890838 BLUE TARP FINANCIAL	28816145		DRILL BITS 001-320-0301-4300	68.18 Total : 68.18
103169	9/3/2013	890879 EUROFINS EATON ANALYTICAL, INC	L0128906		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0130034		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.00
			L0130042		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.00
			L0130043		WATER ANALYSIS FOLDERS 070-384-0000-4260	279.20
			L0130046		WATER ANALYSIS FOLDERS 070-384-0000-4260	264.60
			L0130050		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103169	9/3/2013	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0130051		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0130058		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0130385		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.00
			L0130710		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0131000		WATER ANALYSIS FOLDERS 070-384-0000-4260	900.00
			L0131003		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.00
			L0131004		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0131011		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0131762		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.00 Total : 3,241.00
103170	9/3/2013	890963 COMMERCIAL AQUATIC SERVICE INC	113-1600		BW REPAIR 001-430-0000-4330	1,167.80 Total : 1,167.80
103171	9/3/2013	890970 WEX BANK	33777985		FUEL FOR FLEET 001-320-0370-4402 001-320-0371-4402 001-320-0390-4402 001-320-0420-4402 007-313-3630-4402 027-344-0000-4402 029-335-0000-4402 070-381-0000-4402 070-382-0000-4402 070-383-0000-4402 070-384-0000-4402	787.47 171.94 1,330.27 82.00 2,251.10 126.03 184.27 32.11 145.15 839.32 456.76

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CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103171	9/3/2013	890970 WEX BANK	(Continued)		072-360-0000-4402	404.54
					073-350-0000-4402	2.00
					001-320-0346-4402	42.94
					001-320-0225-4402	6,277.81
					001-320-0226-4402	2.00
					001-320-0228-4402	852.78
					001-320-0311-4402	1,070.32
					001-320-0312-4402	746.77
					001-320-0320-4402	96.32
					001-320-0152-4402	420.15
					001-320-0221-4402	39.52
					001-320-0222-4402	369.65
					001-320-0224-4402	1,267.12
					Total :	17,998.34
103172	9/3/2013	890980 AVILA, JESSE H.	TRAVEL		2013 LEAGUE OF CA. CITIES ANNUAL	
			TRAVEL		001-101-0103-4370	125.00
			TRAVEL		2013 LEAGUE OF CA. CITIES ANNUAL	
			TRAVEL		001-101-0103-4370	411.32
					2013 LEAGUE OF CA. CITIES ANNUAL	
					001-101-0103-4370	64.00
					Total :	600.32
103173	9/3/2013	890981 FAJARDO, JOEL	TRAVEL		2013 LEAGUE OF CA. CITIES ANNUAL	
			TRAVEL		001-101-0103-4370	125.00
					2013 LEAGUE OF CA. CITIES ANNUAL	
					001-101-0103-4370	42.00
					Total :	167.00
103174	9/3/2013	890982 GONZALES, ROBERT C.	TRAVEL		2013 LEAGUE OF CA. CITIES ANNUAL	
					001-101-0111-4370	105.00
					Total :	105.00
103175	9/3/2013	891092 LARCO, JACQUELINE	07/17/13 - 08/13/13		ZUMBA INSTRUCTOR	
					017-420-1337-4260	40.00

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103175	9/3/2013	891092 891092 LARCO, JACQUELINE	(Continued)			Total : 40.00
103176	9/3/2013	891098 AMARILLAS MORALES, RIGO	081713		SPORTS OFFICIAL	
					017-420-1328-4260	48.00
					Total :	48.00
103177	9/3/2013	891102 CERVANTES, BIANCA	081013		SPORTS OFFICIAL	
			081713		017-420-1328-4260	80.00
					SPORTS OFFICIAL	
					017-420-1328-4260	50.00
					Total :	130.00
103178	9/3/2013	891132 SALAZAR, MARISOL YVONNE	07/17/13 - 08/13/13		BODY SCULPT INSTRUCTOR	
					017-420-1337-4260	180.00
					Total :	180.00
103179	9/3/2013	891133 RUIZ, GABRIELA	07/17/13 - 08/13/13		ZUMBA INSTRUCTOR	
					017-420-1337-4260	135.00
					Total :	135.00
103180	9/3/2013	891134 BECERRA, ADRIANA	07/17/13 - 08/13/13		SPINNING INSTRUCTOR	
					017-420-1337-4260	135.00
					Total :	135.00
103181	9/3/2013	891162 SADIE CONSTRUCTION	080913		INSTALLATION OF 3 BUS SHELTERS, B	
					001-310-0000-4260	1,800.00
					Total :	1,800.00
103182	9/3/2013	891177 R3 CONSULTING GROUP	7162	11010	CITYWIDE REFUSE CONSULTANT	
					073-350-0000-4260	510.50
					Total :	510.50
103183	9/3/2013	891209 AUTONATION SSC	182749		FAN RELAY - PD6204	
			182750		001-320-0228-4400	160.34
					FAN MOTOR - PD6204	
					001-320-0228-4400	275.94
					Total :	436.28

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103184	9/3/2013	891232 MORALES, BRYAN	07/17/13 - 08/13/13		ARTHRITES EXERCISE INSTRUCTOR 017-420-1337-4260	60.00
					Total :	60.00
103185	9/3/2013	891233 VARTANIAN, NATALIE	07/17/13 - 08/13/13		ZUMBA INSTRUCTOR 017-420-1337-4260	180.00
					Total :	180.00
103186	9/3/2013	891234 BOADA, EDDY	080313		SPORTS OFFICIAL 017-420-1328-4260	64.00
			081013		SPORTS OFFICIAL 017-420-1328-4260	80.00
			081713		SPORTS OFFICIAL 017-420-1328-4260	80.00
					Total :	224.00
103187	9/3/2013	891235 NUNEZ, KENNETH	081713		SPORTS OFFICIAL 017-420-1328-4260	48.00
					Total :	48.00
103188	9/3/2013	891236 ARABACIYAN, MANUEL	811869		SENIOR TRIP CANCELLATION REFUND 004-2380	270.00
					Total :	270.00
103189	9/3/2013	891237 RAU, JOYCE	812119		AEROBICS CLASS REFUND 017-3770-1322	35.00
					Total :	35.00
103190	9/3/2013	891238 RAYA, MARIA	2000202.004		YOUTH BASKETBALL REFUND 017-3770-1328	75.00
					Total :	75.00
103191	9/3/2013	891239 MIRANDA, JOSEFINA	SF4121213005		PARKING CITATION REFUND 001-3430-0000	55.00
					Total :	55.00
103192	9/3/2013	891240 DURAN, VERONICA	SF1130221008		PARKING CITATION REFUND 001-3430-0000	48.00

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103192	9/3/2013	891240 891240 DURAN, VERONICA	(Continued)			Total : 48.00
103193	9/3/2013	891241 MARTINEZ, VICTOR E.	SF1120316011		PARKING CITATION REFUND 001-3430-0000	80.00
					Total :	80.00
143	Vouchers for bank code : bank				Bank total :	311,372.35
143	Vouchers in this report				Total vouchers :	311,372.35

Voucher Registers are not final until approved by Council.

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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: September 3, 2013

SUBJECT: Consideration and Possible Acceptance of Kaiser Community Benefits Grant

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the 2013 Kaiser Community Benefits Grant to implement Salud y Usted: San Fernando Partnership for Healthy Families; and
- b. Authorize the Interim City Manager to execute the Letter of Agreement (Attachment "A") in order to receive the funding in the amount of \$14,000 that will cover the cost of programming for Salud y Usted: San Fernando Partnership for Healthy Families, through June 30, 2014.

BACKGROUND:

1. In 2004, the League of California Cities adopted an Annual Conference resolution to encourage cities to embrace policies facilitating activities that promote healthier communities, including healthy eating, and the adoption of city design and planning principles that encourage all citizens to exercise.
2. In 2006, the League of California Cities adopted a resolution to work together with the Institute for Local Government, and the cities, counties, and schools partnership to develop a clearinghouse of information that cities can use to promote wellness policies and healthier cities. In response to the League of California Cities resolution, the League, along with the cities, counties, schools partnership, and the California Center for Public Health Advocacy launched the "Healthy Eating Active Living (HEAL) Cities Campaign."
3. On March 1, 2010, the City Council adopted a resolution declaring the City of San Fernando a "California Healthy City & Community."

Consideration and Possible Acceptance of Kaiser Community Benefits Grant

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4. On March 29, 2011, the Recreation and Community Services (RCS) Department Operations Manager met with Mission Community Hospital (MCH) and California State University Institute for Community Health and Wellbeing (ICHWB) to discuss a possible partnership that would provide healthy programming for the residents of the City of San Fernando.
5. On April 8, 2011, the RCS Department together with MCH and ICHWB established a joint partnership in an effort to provide healthy programming at both the San Fernando Regional Pool Facility and Recreation Park.
6. On April 15, 2011, the collaboration between the RCS Department, MCH, and ICHWB was named the "City of San Fernando Partnership for Healthy Families."
7. On April 27, 2011, the RCS Department applied for funding from the Kaiser Permanente Community Benefit Grants Program (KPCBGP) to fund healthy programming provided by the City of San Fernando Partnership for Healthy Families.
8. On June 29, 2011, the RCS Department was awarded a grant from the KPCBGP in the amount of \$20,000 to fund healthy programming provided by the City of San Fernando Partnership for Healthy Families.
9. In September 2011, the RCS Department implemented healthy programming at Recreation Park and the San Fernando Regional Pool Facility by providing aquatic and land-based exercise classes to residents of the City of San Fernando. The land-base programming became known as the "100 Citizens Program."
10. In July 2012, the RCS Department was awarded a grant from the KPCBGP for the amount of \$13,100 to support a city-wide community wellness program targeting local businesses and community-based organizations to adopt healthy eating and active living lifestyles.
11. In October 2012, the 100 Citizens Program was awarded with the Popular Choice Award from First Lady Michelle Obama's *Let's Move! Communities on the Move Video Challenge*.
12. In January 2013, the RCS Department implemented the city-wide community wellness program by providing nutrition education, physical activity classes, and resources to 158 employees from worksites located in the City of San Fernando. In addition, the Grant allowed for the logo creation of *Healthy San Fernando Promoting Health Where We Work, Live and Play*.
13. On July 8, 2013, the RCS Department was awarded a grant from the KPCBGP in the amount of \$14,000 to further fund healthy programming provided by the City of San Fernando Partnership for Healthy Families.

Consideration and Possible Acceptance of Kaiser Community Benefits Grant

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ANALYSIS:Kaiser Community Benefit Grants Program

The Kaiser Permanente Panorama City Medical Center Area Community Benefit Grants Program provides an opportunity for nonprofit organizations, educational institutions, and government agencies to submit grant requests that align with Kaiser's key funding priorities which include: 1) Improving Access to Health Insurance and Health Care Services for the Uninsured and Underserved; 2) Chronic Disease Prevention, Education and Management; and 3) Reducing Obesity and the Onset and Complications of Diabetes. Grants are provided on a calendar year basis and are awarded up to \$30,000.

The 2011 Kaiser Permanente Community Benefit Grant Program provided funding to support the City of San Fernando Partnership for Healthy Families. The project focused on the aquatics and land programming that provided swim classes, water aerobics, land-based exercise programs and par course training to residents. Mission Community Hospital (MCH) provided diabetes education and weight loss classes on site while CSUN interns trained in the science of exercise/movement conducted exercise sessions. The 2011 project was successful in kicking off the intended creation of a community based sustainable 100 Citizens Model that is comprised of healthy outreach, exercise instruction, and education on disease prevention and weight loss. Class programming continues to expand including Zumba, Body-sculpting, Yoga, and Senior Fitness Classes. The programs are now self-sustaining and the revenue generated through these classes has allowed the RCS Department to provide kinesiology trained instructors for community participants. In addition, the 100 Citizens Program was awarded with the Popular Choice Award from First Lady Michelle Obama's *Let's Move! Communities on the Move Video Challenge*.

The 2012 Community Benefit Grant provided a city-wide community wellness program by providing nutrition education, physical activity classes, and resources to 158 employees from worksites located in the City of San Fernando. In addition, the Grant allowed for the creation of healthy worksite resource tools located on the city website and the logo creation of *Healthy San Fernando Promoting Health Where We Work, Live and Play*.

Proposed Healthy Programming

The program proposed will be an expansion of our established and nationally recognized City of San Fernando's 100 Citizens Program which was supported in part by the 2011 Kaiser Permanente Community Benefit Grant Program for the City of San Fernando Partnership for Healthy Families.

The program will focus on providing a diabetes prevention program at Recreation Park to help individuals at high risk for diabetes to achieve a weight loss of 5-7 percent over the course of a free 12-week session. This weight loss has been cited as reducing the risk for development of Type 2 diabetes. Participants will be recruited with assistance from local partners, including MCH, CSUN, and Los Angeles County Department of Public Health. The primary population will be drawn from the City of San Fernando and East San Fernando Valley which lies in Los

Consideration and Possible Acceptance of Kaiser Community Benefits Grant

Page 4

Angeles County Service Provider Area 2 (SPA 2). The population is primarily predominantly Latino, under or uninsured and at risk for obesity. Approximately 35% of the population is overweight and/or obese (LACDPH 2012). The program will provide participants with: 1) an in-person, coaching-based weight loss, an active living program in both Spanish and English with group exercise sessions led by Kinesiology undergraduate students; 2) a diabetes prevention, Registered Dietitian/American Diabetes Association approved nutrition “healthy eating” component; and 3) a healthy lifestyle health education, in Spanish and English, delivered by public health promotion students. The program will be conducted in the City of San Fernando at Recreation Park.

BUDGET IMPACT:

The total amount of the program will be approximately \$37,606 (Attachment “B”). The contributions from the Kaiser grant, Mission Community Hospital, and California State University, Northridge will offset approximately 82% of project expenses. The total city contributions of \$6,733 have been budgeted for FY 2013-2014, which includes \$4,781 in-kind contribution and \$1,952 in direct costs.

There will be no impact to FY 2013-2014 General Fund. Revenues and expenses for the Kaiser Community Benefits Grant have been budgeted in Fund 10.

CONCLUSION:

It is recommended that the City Council accept the 2013 Kaiser Community Benefits Grant to implement Salud y Usted: San Fernando Partnership for Healthy Families and authorize the Interim City Manager to execute the Letter of Agreement in order to receive the funding in the amount of \$14,000 that will cover the cost of programming for Salud y Usted: San Fernando Partnership for Healthy Families through June 30, 2014. This project will allow for the Recreation and Community Services Department to expand healthy programming to residents of the City of San Fernando.

ATTACHMENTS:

- A. Letter of Agreement
- B. Grant Summary Form

*Original to Ismael
Copies to CS,*



Kaiser Foundation Hospitals

June 27, 2013

Al Hernandez
City Administrator
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Dear Mr. Hernandez,

We are pleased to inform you that a contribution in the amount of \$14,000.00 has been approved by Kaiser Foundation Hospitals, Panorama City for the Salud y Usted: San Fernando Partnership For Healthy Families. For your reference, the tracking number for this grant/donation is 20633172.

Kaiser Foundation Hospitals' social mission is to improve the health of the communities we serve, and we recognize the positive impact of your organization in helping to achieve this goal. We anticipate that this contribution will allow your programs and services to help many in need, and we look forward to hearing back from you on the success of your project.

We recognize we did not fund you at your full request level however we are hoping you will be able to leverage other funding sources to meet your proposed grant objectives and expected outcomes. If you are unable to do so and need to adjust your grant objectives, please e-mail Amy Wiese at Amy.C.Wiese@kp.org no later than July 12 with the subject line "Grant Objective Changes Needed" and include your proposed changes and where to contact you to discuss.

Kaiser Foundation Hospitals require that recipient organizations sign and return a copy of the enclosed Letter of Agreement prior to sending your award check. Please review the terms outlined on the enclosed sheet and return with your signature. Once received, we will mail your check immediately. Non-compliance with the listed Letter of Agreement Terms may result in Center for Individual and Family Counseling being ineligible for future funding.

Please return your signed Letter of Agreement to:

Kaiser Foundation Public Affairs, Community Benefit
13652 Cantara Street
Building North I
Panorama City, CA 91402

To expedite the receipt of your signed Letter of Agreement, prior to mailing you may fax it to (818) 375-3881. If you choose this option, please include a cover sheet.

In addition, we would like you to save the date for our North Hollywood Medical Offices grand opening on September 19 from 5:30 - 7:30 p.m. where we will be recognizing our San Fernando Valley Community Benefit grantees. You will receive an official invite shortly.

Sincerely,

A handwritten signature in cursive script that reads "Amy Wiese".

Amy Wiese
Sr. Community Benefit Health Specialist
Kaiser Foundation Hospitals, Panorama City

LETTER OF AGREEMENT
KAISER FOUNDATION HOSPITALS, PANORAMA CITY
COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM

This Letter of Agreement (hereinafter "Agreement") is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and **City of San Fernando**, a California nonprofit, public benefit corporation, that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code **or** a charter city organized in the State of California and not subject to federal or state income tax **or** a legally recognized school district organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$14,000.00 for a one year funding period beginning July 1, 2013 through June 30, 2014 for Salud y Usted: San Fernando Partnership For Healthy Families**. Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a California nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code **or** [a charter city organized in the State of California and not subject to federal or state income tax] **or** [a legally recognized school district of the State of California and not subject to federal or state income tax].
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grant Summary.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Evaluation Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
 - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
 - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
 - (c) Any portion of the funds is not used for the approved purpose
 - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.

6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Evaluation Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

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

Kaiser Foundation Hospitals

By: Karla Valle-Smith
Karla Valle-Smith
Area Chief Financial Officer

6-28-13
Date

Grantee

By: _____
Mr. Al Hernandez
City Administrator
City of San Fernando

Date

LETTER OF AGREEMENT
Attachment

GRANT SUMMARY

GRANT NUMBER: 20633172	DATE AUTHORIZED: June 27, 2013
GRANTEE NAME: City of San Fernando	AMOUNT: \$14,000.00 over 12 months
CONTACT, TITLE: Mr. Ismael Aguila, Operations Manager, Recreation and Community Services Department	
TELEPHONE: (818) 898-7381	FAX: (818) 898-2155
CB PROJECT MANAGER: Amy Wiese, Sr. Community Benefit Specialist Phone: (818) 375-2217 Email: amy.c.wiese@kp.org	
GRANT PURPOSE: Salud y Usted: San Fernando Partnership For Healthy Families	
GRANT OBJECTIVES: <ul style="list-style-type: none"> Participants lose 5-7% of body weight. The CDC reports that modest weight loss of 5-7% of body weight combined with physical activity can prevent or delay type 2 diabetes by up to 58 percent in those considered pre-diabetic. Participants increase levels of physical activity. The CDC recommends 150 minutes of moderate intensity physical activity per week. Participants increase their knowledge of proper nutrition and health to achieve a healthy lifestyle and to reduce the risk for development of diabetes. Nutrition education is important for appropriate weight loss as well as to provide the energy for physical activity and stabilize insulin release in response to foods consumed. Information on the components of a healthy lifestyle will help put the entire program in context to everyday living. 	
EXPECTED OUTCOMES: <ul style="list-style-type: none"> Body weight and Body Mass Index. Body weight will be measured weekly utilizing the same scale and standard weigh-in clothing. Data will be logged and graphed for participants to individually visualize progress towards their goal. A recommended weight loss of 2-3 pounds is expected and given the 12 week duration of the program, there is enough time for individuals to meet the projected goal of 5-7% of their body weight. Participants will engage in 60 minutes of exercise 3 days per week with our student exercise leaders. The exercise will be individually appropriate ranging from moderate to moderately high intensity exercise depending on the participant's capacity. There will be cardiovascular, strength, and flexibility exercises included which will encompass the CDC minimum recommendations and likely exceed the minimum. Participants will wear pedometers to measure their steps per day and they will record their steps in a diary while also giving a qualitative description of their daily activity. Steps accomplished on days of supervised exercise will be compared to "off-days" when they are encouraged to engage in a minimum of 30 minutes of moderate intensity physical activity which includes activities such as walking in addition to their activities of daily living. It should be noted that the 3 days of supervised activity already exceeds the minimum recommendations provided by the CDC. Data will be analyzed for statistical differences in steps accomplished during supervised versus non-supervised days and an assessment of whether the CDC 	

LETTER OF AGREEMENT
Attachment

GRANT SUMMARY

recommendations were accomplished. Additionally, participation and retention rates will be recorded. All data will be graphed for visual observation as individuals and as a group to provide additional motivation.

- Pre, mid, and post-test evaluations will occur to evaluate nutrition and health education knowledge acquired through participation in the program. The same test, in Spanish and English, or if required, read to the individual will be administered. Statistical comparisons will be made to ascertain differences in test scores.

GRANT PERIOD:

Start date: 7/1/2013

End Date: 6/30/2014

NARRATIVE AND FINANCIAL REPORTS DUE:

Requirement	Due Date
Progress Report	January 31, 2014
Final Report	August 1, 2014



GRANT SUMMARY FORM

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

GENERAL INFORMATION			
GRANT TITLE		GRANT NO.	
Kaiser Foundation Public Affairs, Community Benefits		20633172	
"Salud x Usted: San Fernando Partnership for Healthier Families"		CFDA No.	
GENERAL DESCRIPTION OF GRANT WORK SCOPE			
Implement (Expand) the 100-citizens program to include a 12-week Diabetes Prevention Program targeting residents of San Fernando and Northeast San Fernando valley.			
GRANTING AGENCY		AGENCY CONTACT	PHONE NO.
Kaiser Permanente		Amy Weisse	818 430-6834
RESPONSIBLE DEPARTMENT		DEPARTMENT CONTACT	EXTENSION NO.
Community Benefits		Amy Weisse	—
CITY COUNCIL APPROVAL DATE	APPLICATION DATE	AWARD DATE	ESTIMATED COMPLETION DATE
		June 27, 2013	March 31, 2013
GRANT COST AND REVENUE SUMMARY			
PROGRAM COST SUMMARY		TOTAL	GRANT PORTION
Staffing Contract Services, Supplies and		\$ Refer to attachment	\$ Refer to attachment
Other Operating Expenditures		\$	\$
Capital Outlay Indirect Costs @		\$	\$
_____ % of Direct Costs		\$	\$
TOTAL GRANT COSTS AND REVENUES		\$	\$
HOW WAS GRANT PORTION DETERMINED?			
The RCS Department has secured memos of understanding w/ mission community Hospital and California State University Northridge to provide in-kind services. In addition direct costs will be used from Fund 17. Refer to budget attachment			
IS A BUDGET AMENDMENT REQUEST REQUIRED?		Yes () No (X) If yes, it should be attached	
OTHER COMMENTS			
Note Any Significant or Unusual Compliance Requirements Use Reverse if necessary to provide additional information			
PREPARED BY		DATE	
Ismael Aguila		8-20-13	

**Salud y Usted; San Fernando Partnership For Healthy Families
Proposed Budget FY 2013-2014**

	Kaiser Funding	City In-Kind Contribution	City (Direct Costs)	Other Sources of Income/In-Kind	TOTAL BUDGET
PERSONNEL/STAFFING EXPENSES (List title and % on project)					
1. Project Directors: (RCS Ops Manager, 34 hours @ \$49/hour) (RCS Supervisor, 38 hours @ \$46/hour)	\$ 1,708	\$ 1,708	\$ -	\$ -	\$ 3,416
2. Recreation Leader Personnel (235 hours @ \$15/hour)	\$ 1,756	\$ 1,756	\$ -	\$ -	\$ 3,512
3. Contractor Services	\$ 2,927	\$ -	\$ -	\$ -	\$ 2,927
TOTAL, PERSONNEL	\$ 6,391	\$ 3,464	\$ -	\$ -	\$ 9,855
PROGRAM/OPERATING EXPENSES			\$ -		
Office Supplies	\$ 488	\$ -	\$ -	\$ -	\$ 488
Communications_Marketing (e.g., printing, copying) *Direct Cost: Funding from Self Sustaining Fund (Fund 17)	\$ 1,220	\$ -	\$ 1,220	\$ 1,500	\$ 2,720
Exercise Equipment (City of San Fernando) * Direct Cost: Funding from Self Sustaining Fund (Fund 17)	\$ 732	\$ -	\$ 732	\$ 1,500	\$ 2,232
Rent (Facilities Use)	\$ 1,317	\$ 1,317	\$ -	\$ -	\$ 2,634
1. MCH: Project ALTO Diabetes Education, Diabetes Teaching Kitchen	\$ 2,440	\$ -	\$ -	\$ 4,333	\$ 6,773
2. CSUN_Kinesiology	\$ -	\$ -	\$ -	\$ 11,040	\$ 11,040
TOTAL, PROGRAM EXPENSES	\$ 6,196	\$ 1,317	\$ -	\$ 18,373	\$ 25,886
INDIRECT/OVERHEAD EXPENSE* (__15__% of Expenses)	\$ 1,413	\$ -		\$ -	\$ 1,413
TOTAL EXPENSES	\$ 14,000	\$ 4,781	\$ 1,952	\$ 18,373	\$ 37,154

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager

DATE: September 3, 2013

SUBJECT: Consideration, and Possible Approval of an Amendment to the Joint Powers Agreement with the Independent Cities Finance Authority

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7559 (Attachment "A") approving Amendment No. 8 (Exhibit "A") to the Joint Powers Agreement with the Independent Cities Finance Authority (ICFA) which changes the position of Program Administrator to Executive Director, adds clarifying language regarding housing authorities and deletes the word *Lease* from the title of the Authority; and
- b. Authorize the Interim City Manager to execute Amendment No. 8 to the Joint Powers Agreement.

BACKGROUND:

The City of San Fernando is one of nine members of the ICFA; there are also 65 associate member cities. The ICFA was created to jointly develop programs to assist in the raising of capital to finance the capital improvement needs of local agencies and provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation, and preservation of affordable housing within the boundaries of the members and associate members. There is no cost to San Fernando to be a member; program participants pay all ICFA fees, including operational costs. Mayor Pro Tem Ballin is the City's representative on the Board of Directors and Interim Finance Director Rafaela King is our alternate.

ANALYSIS:

The ICFA Board is recommending changes to the Joint Powers Agreement that are generally technical and do not represent any shift in the manner that ICFA will operate. The first change will involve a title change of the staff person designated to oversee the operations of the

Consideration and Possible Approval of an Amendment to the Joint Powers Agreement with the Independent Cities Finance Authority

Page 2

Authority from Program Administrator to Executive Director. A second change will remove the work *Lease* under definitions of the Authority. The third change provides a new definition of “Housing Authority Law” which will allow the Authority to issue bonds to housing authorities of its members and/or associate members. There are no other proposed changes.

Provided for the City Council’s approval is Resolution No. 7559, which approves Amendment No. 8 and implements these changes. A copy of the Amended and Restated Joint Powers Agreement (Attachment “B”) is also provided for the City Council’s information only; it simply incorporates all the amendments that have been approved by the ICFA over the years.

BUDGET IMPACT:

There is no financial impact on the City with the proposed changes.

CONCLUSION:

The Board of Directors of the ICFA is recommending changes to the Joint Powers Agreement to its members. These changes are not substantial and involve a change in title of the Program Administrator to Executive Director, elimination of the word *Lease* from the title of the Authority, and a new definition of housing authority law that will allow ICFA to issue bonds to housing authorities of its members and/or associate members.

ATTACHMENTS:

- A. Resolution No. 7559
- B. ICFA Amended and Restated Joint Powers Agreement

ATTACHMENT “A”**RESOLUTION NO. 7559****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO APPROVING AMENDMENT NO. 8 TO THE JOINT POWERS AGREEMENT WITH THE INDEPENDENT CITIES FINANCE AUTHORITY WHICH CHANGES THE POSITION OF PROGRAM ADMINISTRATOR TO EXECUTIVE DIRECTOR AND ADDS CLARIFYING LANGUAGE REGARDING HOUSING AUTHORITIES**

WHEREAS, the Board of Directors of the Independent Cities Finance Authority (“Authority”) now desires to adopt Amendment No. 8 to the Joint Powers Agreement which changes the position title of Program Administrator to Executive Director and adds clarifying language regarding housing authorities; and

WHEREAS, the City of San Fernando is a member of the Authority; and

WHEREAS, the ICFA Joint Powers Agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies; and

WHEREAS, any amendment of the Joint Powers Agreement shall only become effective upon receipt by the Authority of notice of approval, via an executed resolution, of a majority of the Legislative Bodies of the ICFA Members.

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

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Authorization. This City Council hereby approves Amendment No. 8 to the Joint Powers Agreement as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

Section 3. Coordination. City staff is authorized and directed to coordinate with ICFA staff to facilitate the adoption of this Amendment No. 8.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the ICFA Executive Committee.

PASSED, APPROVED, AND ADOPTED this 3rd day of September, 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 3rd day of September 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

**AMENDMENT NO. 8
TO THE JOINT POWERS AGREEMENT
CREATING THE INDEPENDENT CITIES LEASE AUTHORITY**

THIS AMENDMENT NO. 8 TO THE JOINT POWERS AGREEMENT CREATING THE INDEPENDENT CITIES LEASE FINANCE AUTHORITY (this "Amendment No. 8") by and among the CITY OF BALDWIN PARK, the CITY OF COMPTON, the CITY OF HAWTHORNE, the CITY OF HERMOSA BEACH, the CITY OF HUNTINGTON PARK, the CITY OF LYNWOOD, the CITY OF SAN FERNANDO, the CITY OF SOUTH GATE and the CITY OF VERNON, each a municipal corporation duly organized and existing under the laws of the State of California (collectively, the "Members")

WITNESSETH:

WHEREAS, the Members have entered into a Joint Powers Agreement Creating the Independent Cities Lease Financing Authority (the "Joint Powers Agreement"), establishing the Independent Cities Lease Financing Authority (the "Authority") and prescribing its purposes and powers; and

WHEREAS, the Board of Directors of the Authority now seek to approve Amendment No. 8 to the Joint Powers Agreement, amending the Joint Powers Agreement to reflect the changes contained herein below.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Members do hereby agree as follows:

Section 1. Article 1 of the Joint Powers Agreement, entitled "Definitions" is hereby amended in part to replace the definition of "Authority" to read as follows:

"Authority" shall mean the Independent Cities Finance Authority created by this Agreement.

Section 2. Article 1 of the Joint Powers Agreement, entitled "Definitions" is hereby amended in part to adding a new definition for Housing Authority Law:

"Housing Authority Law" shall refer to all the powers and duties related to financing for the acquisition, construction, rehabilitation, refinancing or development of housing pursuant to the provisions of Part 2 of Division 24 (commencing with Section 34200) of the California Health and Safety Code with respect to those Members or Associate Members that are a housing authority located in the State of California.

Section 3. Article 2 of the Joint Powers Agreement, entitled "Purposes" is hereby amended in its entirety to read as follows:

This Agreement is entered into by the Members in order that they may jointly develop programs to assist in the raising of capital to finance the capital improvement needs of Local Agencies, provide for home mortgage financing with respect to those Members or Associate Members that are either a city or a county of the State of California, provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and provide financing in accordance with the provisions of applicable law in connection with other projects and programs that *are* in the public interest and which benefit Members and Associate Members including, without limitation, making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multi-family rental housing, including mobilehome parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code (the "Nonprofit Financing Law") or Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the Health and Safety Code (the "Housing Authority Law"). This Agreement is also entered into by the Members in order to provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems.

Section 4. Subsection (d) of Article 6 of the Joint Powers Agreement, entitled "Powers of the Authority" is hereby amended in its entirety to read as follows:

(d) In addition to the other powers provided herein, the Authority shall have any and all powers authorized by law to each of the parties hereto and separately to the public entity herein created relating to (i) economic development, including, without limitation, the promotion of opportunities for the creation and retention of employment, *the* stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties; (ii) the issuance of bonds, notes or other evidences of indebtedness for the financing or refinancing of K-12 educational facilities to be utilized by a non-profit organization; (iii) the issuance of assessment district bonds and bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982, and the issuance of bonds as permitted under Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the Health and Safety Code (the "Housing Authority Law").

Section 5. Article 12 of the Joint Powers Agreement is hereby amended in its entirety to read as follows:

(a) Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(1) Executive Director. Executive Director shall administer the affairs of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall

coordinate the activities of all consultants and staff of the Authority; shall be responsible for required filings by the Authority with the State of California; shall prepare all meeting notices, minutes and required correspondence of the Authority and shall maintain the records of the Authority; shall assist Local Agencies in the preparing and filing of applications for participation in the financing programs of the Authority and shall expedite the processing of such applications; and shall perform such other duties as are assigned by the Board and Executive Committee.

(2) Treasurer. The duties of the Treasurer are set forth in Articles 13 and 14 of this Agreement. The Treasurer shall be appointed by the Board of Directors and shall be eligible to serve as Treasurer as provided in the Joint Powers Law.

(3) Auditor. The Auditor shall be a Certified Public Accountant licensed to practice in the State of California. The Auditor will conduct annual audits of the Authority.

(b) Other Staff. The Board, Executive Committee or Executive Director shall provide for the appointment of such other staff as may be necessary for the administration of the Authority.

(c) Compensation. The Executive Director, the Treasurer, the Auditor and any other members of the staff or employees of the Authority shall be compensated in such manner as shall be approved by the Board as permitted by applicable law.

Section 6. Article No. 13 of the Joint Powers Agreement, entitled "Accounts and Records" is hereby amended in its entirety to read as follows:

(a) Annual Budget. The Authority shall adopt an operating budget pursuant to Article 7 of this Agreement. The Treasurer, in cooperation with the Executive Director, shall prepare the annual or multi-year operating budget for review and approval by the Board of Directors as provided in Article 7 of this Agreement

(b) Funds and Accounts. The Treasurer of the Authority or the Executive Director shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Books and records of the Authority in the hands of the Treasurer or Executive Director shall be open to inspection at all reasonable times by authorized representatives of the Members.

The Authority shall adhere to the standard of strict accountability for funds set forth in the Joint Powers Law.

(a) Auditor's Report. The Auditor, within one hundred and twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Board and to each Member.

(b) Annual Audit. If then required by the Joint Powers Law, the Authority shall either make or contract with a certified public accountant to make an annual Fiscal Year audit of all accounts and records of the Authority, conforming in all respects with the requirements of the Joint Powers Law. A report of the audit shall be filed, if then required by law, as a public record with each of the Members and with the county auditor of the county or counties in which each of the Members is located. Costs of the audit shall be considered a general expense of the Authority.

Section 7. Article No. 14 of the Joint Powers Agreement, entitled "Responsibilities for Funds and Property" is hereby amended in its entirety to read as follows:

(a) Custody of Authority Funds. The Treasurer shall have the custody of and disburse the Authority's funds. Proceeds of bonds, certificates of participation or other similar obligations of the Authority may be deposited with an indenture trustee, agent or other depository and shall not be considered the Authority's funds for purposes of this Article. The Treasurer may delegate disbursing authority to such persons as may be authorized by the Board or the Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Duties of Treasurer. The Treasurer shall perform all functions then required to be performed by the Treasurer under the Joint Powers Law. The Treasurer shall review the financial statements and the annual audit of the Authority.

(c) Authority Property. Pursuant to Government Code Section 6505.1, the Executive Director, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to the property of the Authority. The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board of Directors, covering all officers and staff of the Authority who are authorized to hold or disburse funds of the Authority and all officers and staff who are authorized to have charge of, handle and have access to property of the Authority.

Section 8. Article No. 28 of the Joint Powers Agreement, entitled "Filing With Secretary of State" is hereby amended in its entirety to read as follows:

The Executive Director of the Authority shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within seventy (70) days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

Dated: _____, 2013 CITY OF _____

By: _____

Its: _____

Seal:

ATTEST:

65054.00000\8208769.1

ATTACHMENT "B"**AMENDED AND RESTATED JOINT POWERS AGREEMENT****CREATING THE INDEPENDENT CITIES FINANCE AUTHORITY**

This Joint Powers Agreement (the "Agreement") is entered into by and among the public agencies (hereinafter referred to as "Members" and set forth in Appendix A attached hereto and incorporated herein by this reference), organized and existing under the Constitution and laws of the respective states in which such agencies are domiciled.

RECITALS

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the public agencies executing this Agreement desire to join together for the purpose of assisting public agencies to finance the acquisition, construction, installation and/or equipping of public capital improvements and to encourage and promote other joint and cooperative endeavors among such public agencies for their mutual benefit;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1**DEFINITIONS**

"Associate Member" shall mean any Local Agency that shall have duly executed and delivered to the Authority an Associate Membership Agreement in the form and as further provided in the Bylaws of the Authority.

"Authority" shall mean the Independent Cities ~~Lease-~~ Finance Authority created by this Agreement.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

"Government Code" shall mean the California Government Code, as amended.

"Home Mortgage Financing Program" shall mean a program for financing home mortgages undertaken by the Authority pursuant to the provisions of Part 5 of Division 31 (commencing with Section 52000) of the California Health and Safety Code with respect to those Members or Associate Members that are either a city or a county of the State of California.

"Joint Powers Law" shall mean Articles 1 and 2, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Legislative Body" shall mean the legislative board of each Public Agency and Local Agency that are either Members or Associate Members, respectively, of the Authority.

"Local Agency" shall have the meaning set forth in Section 6585(f) of the Government Code, as may hereafter be amended from time to time.

"Member" shall mean any Public Agency which has executed this Agreement and has become a member of the Authority.

"Public Agency" shall mean public agency as defined in Government Code Section 6500, as may hereafter be amended from time to time.

"Housing Authority Law" shall refer to all the powers and duties related to financing for the acquisition, construction, rehabilitation, refinancing or development of housing pursuant to the provisions of Part 2 of Division 24 (commencing with Section 34200) of the California Health and Safety Code with respect to those Members or Associate Members that are a housing authority located in the State of California.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

ARTICLE 2

PURPOSES

This Agreement is entered into by the Members in order that they may jointly develop programs to assist in the raising of capital to finance the capital improvement needs of Local Agencies, provide for home mortgage financing with respect to those Members or Associate Members that are either a city or a county of the State of California, provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and provide financing in accordance with the provisions of applicable law in connection with other projects and programs that *are* in the public interest and which benefit Members and Associate Members including, without limitation, making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multi-family rental housing, including mobilehome parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code (the "Nonprofit Financing Law") or Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the Health and Safety Code (the "Housing Authority Law"). This Agreement is also entered into by the Members in order to provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems.

ARTICLE 3

PARTIES TO AGREEMENT

Each Member, as a party to this Agreement, certifies that it intends to *and* does contract with all other Members as parties to this Agreement and, with such other Public Agencies as may later be added as parties to this Agreement. Each Member also certifies that the withdrawal of any party from this Agreement pursuant to Article 17 shall not affect this Agreement or the Members' obligations hereunder.

ARTICLE 4

TERM

This Agreement shall become effective when executed and returned to the Authority by at least four Members. The Authority shall promptly notify all Members in writing of such effective date. This Agreement shall continue in effect until terminated as provided herein; provided that the termination of this Agreement with respect to an individual Member upon its withdrawal from membership in the Authority shall not operate to terminate this Agreement with respect to the remaining Members.

ARTICLE 5

CREATION OF THE AUTHORITY

Pursuant to the Joint Powers Law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the "Independent Cities Finance Authority" with such powers as are hereinafter set forth.

ARTICLE 6

POWERS OF THE AUTHORITY

(a) Powers. The Authority shall have all of the powers common to its Members and all additional powers set forth in the Joint Powers Law and other statutes applicable to the joint powers authority created hereby, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (1) To make and enter into contracts.
- (2) To incur debts, liabilities, and obligations and to encumber real or personal property.
- (3) To acquire, hold, or dispose of real or personal property, contributions and donations of real or personal property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (4) To sue and *be* sued in its own name, and to settle any claim against

it.

(5) To receive and use contributions and advances from Members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment or property.

(6) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5

(7) To acquire, construct, manage, maintain or operate title to real or personal property or rights or any interest therein.

(8) To employ agents and employees.

(9) To receive, collect and disburse moneys.

(10) To finance the acquisition, construction or installation of real or personal property for the benefit of one or more Local Agencies through the sale of its revenue bonds, certificates of participation or other obligations and to enter into any agreement or instrument in connection with the execution, issuance, sale or delivery of such bonds, certificates of participation or other obligations.

(11) To lease, sell, convey or otherwise transfer title or rights to or an interest in real or personal property, including, but not limited to, property financed by the Authority for the benefit of its Members or other Local Agencies, and to enter into any agreement or instrument in connection with any such lease, sale, conveyance or transfer.

(12) To exercise all powers of entities, such as the Authority, created under the Joint Powers Law including, but not limited to, those powers enumerated under the Marks-Roos Local Bond Pooling Act of 1985, as amended.

(13) To exercise other reasonable and necessary powers in furtherance or support of any purpose of the Authority or power granted by the Joint Powers Law, this Agreement or the Bylaws of the Authority.

(b) Restrictions on Powers. Pursuant to and to the extent required by Government Code Section 6509, *the* Authority shall *be* restricted in the exercise of its powers in the same manner as the City of Hawthorne is restricted in its exercise of similar powers; provided that, if the City of Hawthorne shall cease to be a Member, then the Authority shall be restricted in the exercise of its power in the same manner as the City of Baldwin Park. If the City of Baldwin Park shall cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of South Gate.

(c) In addition to the other powers provided herein, this Agreement is entered into for the express purpose of the joint exercise of powers under Part 5 of Division 31 (commencing with Section 52000) of the California Health and Safety Code.

(d) In addition to the other powers provided herein, the Authority shall have any and all powers authorized by law to each of the parties hereto and separately to the public entity herein created relating to (i) economic development, including, without limitation, the promotion of opportunities for the creation and retention of employment, *the* stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties; (ii) the issuance of bonds, notes or other evidences of indebtedness for the financing or refinancing of K-12 educational facilities to be utilized by a non-profit organization; ~~and~~ (iii) the issuance of assessment district bonds and bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982, and (iv) the issuance of bonds as permitted under Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the Health and Safety Code (the "Housing Authority Law").

ARTICLE 7

BOARD OF DIRECTORS

(a) Composition of Board. The Authority shall be governed by the Board of Directors, which shall *be* composed of one director representing each Member. The Legislative Body of each Member shall appoint a member of such Legislative Body Council as a director to represent such Member on the Board of Directors. Such director shall serve at the pleasure of such Legislative Body. The Legislative Body of each Member shall also appoint one or two alternate directors who shall have the authority to attend, participate in and vote at any meeting of the Board when the director is absent. Each alternate director shall be an official or staff person of the Member which such alternate director represents. Any vacancy in a director or alternate director position shall be filled by the appointing Member's Legislative Body, subject to the provisions of this Article. Immediately upon admission of a new Member pursuant to Article 16, such Member shall be entitled and required to appoint a director and one or two alternate directors.

(b) Termination of Status as Director. A director and/or alternate director shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the Authority receives written notice from the appointing Member of the removal of the director or alternate director, together with a certified copy of the resolution of the Legislative Body of the Member effecting such removal; (2) the withdrawal of the Member from this Agreement; (3) the death or resignation of the director or alternate director; (4) the Authority receives written notice from the Member that the director or alternate director is no longer qualified as provided in the first paragraph of this Article.

(c) Compensation. Directors and their alternates are entitled to compensation as specified in the Bylaws. The Board of Directors may authorize reimbursement of expenses incurred by directors or their alternates.

(d) Powers of Board. The Board of Directors shall have the following powers and functions.

(1) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons.

(2) The Board may form an Executive Committee, as provided in Article 10. If an Executive Committee is established by the Board, the Executive Committee may exercise all powers or duties of the Board relating to the execution, issuance, sale or delivery of bonds, certificates of participation or other obligations of the Authority and the entering into by the Authority of all agreements, leases, indentures, conveyances, security documents and other instruments relating thereto or relating to the financing of capital improvements for the Members or other Local Agencies. If an Executive Committee is established by the Board, the Board may delegate to the Executive Committee and the Executive Committee may discharge any additional powers or duties of the Board except adoption of the Authority's annual budget. Any additional powers and duties so delegated shall *be* specified in a resolution adopted by the Board.

(3) The Board may form, as provided in Article 11, such other committees as it deems appropriate to conduct the business of the Authority or it may delegate such power to the Executive Committee in *the* Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board; provided that the Board and the Executive Committee may delegate decision-making powers and duties only to a committee a majority of the members of which are Board members. Any committee a majority of the members of which are not Board members may function only in an advisory capacity.

(4) The Board shall elect the officers of the Authority and shall appoint or employ necessary staff in accordance with Articles 9 and 12.

(5) The Board shall cause to be prepared, and shall review, modify as *necessary*, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated.

(6) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 13 and 14 of this Agreement.

(7) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

ARTICLE 8

MEETINGS OF THE BOARD OF DIRECTORS

(a) Regular Meetings. The Board of Directors shall hold at least one regular meeting each year. The Board of Directors shall fix by resolution or in the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held. The Board or President may call special meetings.

(b) Ralph M. Brown Act. Each meeting of the Board of Directors, including without limitation regular, adjourned regular and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the Government Code.

(c) Minutes. The Authority shall have minutes of regular, adjourned regular and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

(d) Quorum. A majority of the members of the Board is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action.

(e) Voting. Each member of the Board shall have one vote.

ARTICLE 9

OFFICERS

The Board shall elect a President and Vice President from among the directors at its first meeting. Thereafter, except as may be otherwise provided in the Bylaws of the Authority, the Board shall elect a new President and Vice President, in each succeeding alternating fiscal year. Each officer shall assume the duties of his office upon election. If either the President or Vice President ceases to be a member of the Board, the resulting vacancy shall be filled at the next meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the President to act, the Vice President shall act as President. The President shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary.

ARTICLE 10

EXECUTIVE COMMITTEE

The Board may establish an Executive Committee of the Board which shall consist solely of members selected from the membership of the Board. If an Executive Committee is established by the Board, the terms of office of the members of the Executive Committee shall be as provided in the Bylaws of the Authority. If an Executive Committee is established by the Board the Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section (d)(2) of Article 7, or as otherwise delegated to it by the Board.

ARTICLE 11

COMMITTEES

The Board may establish committees, as it deems appropriate to conduct the business of the Authority or it may, in the Bylaws or by resolution, delegate such power to the Executive

Committee. Members of Committees shall be appointed by the Board or the Executive Committee, as the case may be. Each Committee shall have those duties as determined by the Board or the Executive Committee, as the case may be, or as otherwise set forth in the Bylaws. Each Committee shall meet on the call of its chairperson, and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee, as the case may be.

ARTICLE 12

STAFF

(a) Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(1) ~~Program Administrator~~ Executive Director. The Executive Director shall administer the affairs of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall coordinate the activities of all consultants and staff of the Authority; shall be responsible for required filings by the Authority with the State of California; shall prepare all meeting notices, minutes and required correspondence of the Authority and shall maintain the records of the Authority; shall assist Local Agencies in the preparing and filing of applications for participation in the financing programs of the Authority and shall expedite the processing of such applications; and shall perform such other duties as are assigned by the Board and Executive Committee.

(2) Treasurer. The duties of the Treasurer are set forth in Articles 13 and 14 of this Agreement. The Treasurer shall be appointed by the Board of Directors and shall be eligible to serve as Treasurer as provided in the Joint Powers Law.

(3) Auditor. The Auditor shall be a Certified Public Accountant licensed to practice in the State of California. The Auditor will conduct annual audits of the Authority.

(b) Other Staff. The Board, Executive Committee or ~~Program Administrator~~ Executive Director shall provide for the appointment of such other staff as may be necessary for the administration of the Authority.

(c) Compensation. The ~~Program Administrator~~ Executive Director, the Treasurer, the Auditor and any other members of the staff or employees of the Authority shall be compensated in such manner as shall be approved by the Board as permitted by applicable law.

ARTICLE 13

ACCOUNTS AND RECORDS

(a) Annual Budget. The Authority shall adopt an operating budget pursuant to Article 7 of this Agreement. The Treasurer, in cooperation with the ~~Program Administrator~~ Executive Director, shall prepare the annual or multi-year operating budget for review and approval by the Board of Directors as provided in Article 7 of this Agreement

(b) Funds and Accounts. The Treasurer of the Authority or the ~~Program Administrator~~ Executive Director shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Books and records of the Authority in the hands of the Treasurer or ~~Program Administrator~~ Executive Director shall be open to inspection at all reasonable times by authorized representatives of the Members.

The Authority shall adhere to the standard of strict accountability for funds set forth in the Joint Powers Law.

(a) Auditor's Report. The Auditor, within one hundred and twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Board and to each Member.

(b) Annual Audit. If then required by the Joint Powers Law, the Authority shall either make or contract with a certified public accountant to make an annual Fiscal Year audit of all accounts and records of the Authority, conforming in all respects with the requirements of the Joint Powers Law. A report of the audit shall be filed, if then required by law, as a public record with *each* of the Members and with the county auditor of the county or counties in which each of the Members is located. Costs of the audit shall be considered a general expense of the Authority.

ARTICLE 14

RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) Custody of Authority Funds. The Treasurer shall have the custody of and disburse the Authority's funds. Proceeds of bonds, certificates of participation or other similar obligations of the Authority may be deposited with an indenture trustee, agent or other depository and shall not be considered the Authority's funds for purposes of this Article. The Treasurer may delegate disbursing authority to such persons as may be authorized by the Board or the Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Duties of Treasurer. The Treasurer shall perform all functions then required to be performed by the Treasurer under the Joint Powers Law. The Treasurer shall review the financial statements and the annual audit of the Authority.

(c) Authority Property. Pursuant to *Government* Code Section 6505.1, the ~~Program Administrator~~ Executive Director, the Treasurer, and such other persons as the Board

may designate shall have charge of, handle, and have access to the property of the Authority. The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board of Directors, covering all officers and staff of the Authority who are authorized to hold or disburse funds of the Authority and all officers and staff who are authorized to have charge of, handle and have access to property of the Authority.

ARTICLE 15

MEMBER RESPONSIBILITIES

Each Member shall have the following responsibilities:

(a) To appoint its director and alternate director to or remove its director and alternate director from the Board as set forth in Article 7.

(b) To consider proposed amendments to this Agreement as set forth in Article 23.

(c) To make contributions in the form of annual membership assessments and fees, if any, determined by the Board for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement

(d) If a Member shall give written notice to the Authority of its election to relinquish its status as a Member and instead become an Associate Member or if a Member shall fail to be represented at three (3) or more successive meetings of the Board of Directors, then such Member shall be deemed to be an Associate Member upon action of the Board of Directors duly adopted to such effect. Promptly following any such action by the Board of Directors, such Member shall promptly deliver to the Authority an executed Associate Membership Agreement in the form and as further provided in the Bylaws. Such Associate Member status shall not relieve such Member from its obligations under any outstanding agreements relating to the Authority's bonds, certificates of participation or other obligations except in accordance with such agreements.

ARTICLE 16

NEW MEMBERS

With the approval of the Board any qualified Public Agency may become a party to this Agreement. A Public Agency requesting membership shall apply by presenting to the Authority a resolution of the Legislative Body of such Public Agency evidencing its approval of this Agreement. The date that the applying city will become a Member will be determined by the Board.

ARTICLE 17

WITHDRAWAL

A Member or an Associate Member may withdraw from membership in the Authority upon thirty (30) days advance written notice to the Authority. No such withdrawal, however,

shall relieve such Member or such Associate Member from its obligations under any outstanding agreements relating to the Authority's bonds, certificates of participation or other obligations except in accordance with such agreements.

ARTICLE 18

OBLIGATIONS OF AUTHORITY

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. Any Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority.

ARTICLE 19

TERMINATION AND DISTRIBUTION OF ASSETS

This Agreement may be terminated at any time that no bonds, certificates of participation or other similar obligations of the Authority are outstanding with the approval of two-thirds of the Members. Upon termination of this Agreement, all assets of the Authority shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties hereto in accordance with the respective contributions of each of said parties.

ARTICLE 20

LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE

MEMBERS

The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

No director, officer or committee member shall be responsible for any action taken or omitted by any other director, officer or committee member. No director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority for any director, officer or committee member for their actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as hereinafter set forth.

ARTICLE 21

BYLAWS

The Board may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Authority. The provisions of the Bylaws, as modified from time to time, shall establish the operating procedures and standards for the Authority.

ARTICLE 22

NOTICES

The Authority shall address notices, billings and other communications to a Member as directed by such Member. Each Member shall provide the Authority with the address to which communications are to be sent. Members shall address notices and other communications to the Authority, at the office address of the Authority as set forth in the Bylaws.

ARTICLE 23

AMENDMENT

This Agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies. Any amendment of this Agreement shall become effective upon receipt by the Authority of notice of the approval of such amendment by a majority of the Legislative Bodies of the Members.

ARTICLE 24

SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

ARTICLE 25

PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund or asset of the Authority.

ARTICLE 26

AGREEMENT COMPLETE

This Agreement constitutes the full and complete agreement of the parties.

ARTICLE 27

ASSOCIATE MEMBERS

Any Public Agency may, with the approval of the Board of Directors, become an Associate Member of the Authority by executing and delivering to the Authority an Associate Membership Agreement in form and as further provided in the Bylaws. An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Authority. However, an Associate *Member* shall be entitled to participate in all programs and other undertakings of the Authority, including, without limitation, any Home Mortgage Financing Program, any financing under the Nonprofit Financing Law, any undertaking to finance the acquisition, construction, installation and/or equipping of public capital improvements, and any other financing program.

ARTICLE 28

FILING WITH SECRETARY OF STATE

The ~~Program Administrator~~ Executive Director of the Authority shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within seventy (70) days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

Dated: July 17, 2013

CITY OF

By: _____

Its

Seal:

ATTEST:

- Amendment No. 1 - Authorized for distribution to member cities for approval on May 21, 1998
- Amendment No. 2 - Authorized for distribution to member cities for approval on May 21, 1998
- Amendment No. 3 - Authorized for distribution to member cities for approval on October 9, 2002
- Amendment No. 4 - Authorized for distribution to member cities for approval on June 9, 2004
- Amendment No. 5 - Authorized for distribution to member cities for approval on August 31, 2005
- Amendment No. 6 - Authorized for distribution to member cities for approval on June 21, 2006
- Amendment No. 7 - Authorized for distribution to member cities for approval on January 9, 2008

- Amendment No. 1 - Effective upon of member cities taking official action (August 20, 1998)
- Amendment No. 2 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (August 20, 1998)
- Amendment No. 3 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (February 27, 2003)
- Amendment No. 4 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (October 27, 2004)
- Amendment No. 5 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (May 3, 2006)
- Amendment No. 6 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (March 27, 2007)
- Amendment No. 7 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (May 21, 2008)

APPENDIX A MEMBERS

MEMBERS

Baldwin Park
Compton
Hawthorne Gate
Hermosa Beach
Huntington Park

Lynwood
San Fernando
South Gate
Vernon

ASSOCIATE MEMBERS

Alhambra
Apple Valley
Azusa
Barstow
Bell
Bellflower
Brea
Capitola
Carson
Chino
Claremont
Colton
Commerce
Covina
Downey
Duarte
El Monte
Fairfield
Fontana
Fresno
Gardena
Garden Grove
Glendale
Glendora
Hawaiian Gardens
Indio
Inglewood
La Habra
La Puente
Lakewood
Lancaster
Lawndale
Long Beach

Los Angeles
Monrovia
Montclair
Montebello
Monterey Park
Morgan Hill
Norwalk
Oceanside
Palmdale
Palm Springs
Paramount
Pico Rivera
Planada Community Services District
Pomona
Rancho Cucamonga
Rialto
Riverside
Rohnert Park
Salinas
San Bernardino
San Bernardino County
San Diego County
San Juan Capistrano
San Marcos
San Mateo County
Santa Clarita
Santa Rosa
Signal Hill
Vista
West Covina
Whittier
Yucaipa

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager

DATE: September 3, 2013

SUBJECT: Discussion, Consideration, and Possible Implementation of City Policy Regarding Professional Services Procurement

RECOMMENDATION:

It is recommended that the City Council approve a Professional Services Procurement Policy (Attachment "A").

BACKGROUND:

The City has had procurement regulations in the City Code dating back many years. These address purchasing of equipment and supplies, Public Works contracts, and retention of professional services, such as consultants (Attachment "B"). Chapter 2 – Administration, Article VI – Finance, Division 6 – Purchasing identifies the Code Section under which the City currently operates its procurement practices. It addresses both informal and formal contract procedures including the establishment of dollar thresholds for the purchase of equipment and supplies. For purchases under \$25,000 an informal procedure may be utilized, while items over \$25,000 must be bid formally. Other Code sections address noticing requirements, number of bids, bid opening procedures and performance bonds.

With Public Works contracts, the City must follow the State Public Contract Code and the City has specifically adopted the Uniform Public Construction Cost Accounting Act. Under Section 22032 (a) of this Act, the City is permitted to allow its employees to perform work up to \$45,000 by force account, negotiated contract, or by purchase order. The City Council adopted this section in March 2010, apparently, to provide greater flexibility in considering alternate bidding procedures for public works.

The other area of procurement that is addressed in the City Code is the retention of special services and advice such as financial, economic, accounting, engineering, legal, or administrative matters. Under City Code Section 2-837, the City Council shall have the sole authority to approve and enter into all contracts specified in this subdivision. However, the City Manager shall be authorized to enter into contracts for special services and consultants subject to each and every one of the following limitations and restrictions:

Discussion, Consideration, and Possible Implementation of City Policy Regarding Professional Services Procurement

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- The contract is for a sum not to exceed \$25,000 to be paid by the City;
- The contract shall not result in or potentially require the City to be liable for a significant loss of money or other thing of value beyond the contract price to the City;
- The funds required for payment are included in the approved and current budget for that purpose;
- The contract has the prior approval of or shall be subject to ratification by the City Council (ratification may be in the form of approval of the budgeted demand for the payment or partial payment thereof);
- The contract shall not have, may not result in, or be the result of a significant policy decision necessitating prior council review and approval; and
- The contract shall not be for legal services or legal consultation.

ANALYSIS:

The City Code provisions seem reasonable in most accounts except with contracts for consultant or special services with respect to professional services. There are dollar thresholds establishing the City Manager's limit at \$25,000; however, there are no regulations when proposals should be sought for work either over or under this threshold. When outside funding is utilized, such as State and Federal grants, those entities often dictate procurement procedures; however, there are no written policies that determine how City professional services work shall be contracted. In researching this matter and seeking input from staff, it appears the City has utilized a Request for Proposal (RFP) process for work in excess of \$25,000. In this situation, a minimum of three proposals are sought and one is selected for the work. However, no such requirement exists for work under \$25,000.

Many agencies have policies that have a tiered approach to contracting for consultant services. For example, for work under \$10,000, only one proposal is needed; for work between \$10,000 and \$25,000 a minimum of three proposals are needed; and for work in excess of \$25,000 a formal written Request for Proposal process must be utilized. If it is anticipated that subsequent work will be needed, then that should be considered when determining what type of process to utilize. For example, if it is expected that a first phase might be a study to determine the scope of a potential project, and that cost is under \$10,000, but subsequent work would be anticipated which would push the cost above \$10,000, then that needs to be considered when determining the appropriate procurement process. Another consideration is the time frame companies are provided to submit proposals, to ensure that there is adequate time to submit a responsive proposal.

Therefore, it is recommended that the City Council approve the following policies pertaining to the selection of consultant or special services:

Discussion, Consideration, and Possible Implementation of City Policy Regarding Professional Services Procurement

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1. For professional services under \$10,000 only one proposal is needed;
2. For professional services between \$10,000 and \$25,000, a minimum of three informal proposals must be secured; a minimum time of fourteen (14) working days must be allowed from the time the City seeks proposals;
3. For professional services over \$25,000 a formal Request for Proposal (RFP) process must be utilized with written proposals required. A notice inviting proposals must be published in professional journal (s) or other appropriate media advertising the RFP and a minimum of twenty-one (21) days must be allowed for interested parties to respond from the date of the first notice. For more complex professional services (such as complicated engineering projects and/or work that would require the use of sub-consultants), additional time to submit a proposal shall be allowed.
4. The City may waive the informal proposal process for professional services between \$10,000 and \$25,000 if it can be demonstrated that it would be impractical, incongruous, impossible, or an emergency exists that requires immediate attention. The waiver must be approved by the City Manager.
5. In the event a single contractor is used for multiple professional services projects during the fiscal year, the requesting department must verify that the work in totality will not take that vendor over the \$25,000 threshold. If that is anticipated, the requesting department is required to take the contract to City Council for approval, noting the total amount anticipated to be paid to the vendor for the fiscal year.

These five conditions would be implemented in addition to the current limitations and restrictions in the Code listed in the background portion of this report.

It is also important to note that when securing professional services, cost is only one factor that should be considered. Other factors including but not limited to, the qualifications of the firm, experience, and the responsiveness of the proposal to the City's needs must be considered when making a decision on a professional service. The RFP will typically identify the criteria that the City will use in making this decision.

BUDGET IMPACT:

There is no budget impact as a result of the implementation of these policies.

CONCLUSION:

One of the City Council Priorities for Fiscal Year 2013-2014 was to review the City's procurement policies. Staff has completed that review which included a review of relevant Code provisions. Generally, the City Code has reasonable provisions for the procurement of supplies and equipment but the procurement of professional services lack specifics in some areas. For

Discussion, Consideration, and Possible Implementation of City Policy Regarding Professional Services Procurement

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example, there are no written dollar thresholds for determining when a formal proposal process must be utilized, and there are no requirements for determining the number of proposals that must be obtained based on the dollar value of the contract. Therefore, staff is recommending that the City Council approve the policies identified above that would be utilized in the procurement of professional services.

ATTACHMENTS:

- A. Professional Services Procurement Policy
- B. San Fernando City Code Chapter 2 – Administration, Article VI – Finance, Division 6 - Purchasing

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT ATTACHMENT “A” ADMINISTRATION
ORIGINAL ISSUE	EFFECTIVE	
SEPTEMBER 3, 2013	SEPTEMBER 3, 2013	
CURRENT ISSUE	EFFECTIVE	CATEGORY PROFESSIONAL SERVICES PROCUREMENT
SUPERSEDES		

Section 1. Background.

The City Code addresses procurement practices for the City including contracts for consultant or special services with respect to professional services. There are dollar thresholds establishing the City Manager's limit at \$25,000; however, there are currently no regulations when proposals should be sought for work either over or under this threshold. When outside funding is utilized, such as State and Federal grants, those entities often dictate procurement procedures; however, there are no City written policies that determined how professional services work shall be contracted.

Section 2. Purpose.

To address and implement additional policies pertaining to the selection of consultant or special services including the establishment of dollar thresholds for the procurement of professional services.

Section 3. Procedure.

Therefore, it is recommended that the City Council approve the following policies pertaining to the selection of consultant or special services:

1. For professional services under \$10,000 only one proposal is needed;
2. For professional services between \$10,000 and \$25,000, a minimum of three informal proposals must be secured; a minimum time of fourteen (14) working days must be allowed from the time the City seeks proposals;
3. For professional services over \$25,000 a formal Request for Proposal (RFP) process must be utilized with written proposals required. A notice inviting proposals must be published in professional journal (s) or other appropriate media advertising the RFP and a minimum of twenty-one (21) days must be allowed for interested parties to respond from the date of the first notice. For more complex professional services (such as complicated engineering projects and/or work that would require the use of sub-consultants), additional time to submit a proposal shall be allowed.
4. The City may waive the informal proposal process for professional services between \$10,000 and \$25,000 if it can be demonstrated that it would be impractical, incongruous, impossible, or an emergency exists that requires immediate attention.

PROFESSIONAL SERVICES PROCUREMENT POLICY**Page 2**

5. In the event a single contractor is used for multiple professional services projects during the fiscal year, the requesting department must verify that the work in totality will not take that vendor over the \$25,000 threshold. If that is anticipated, the requesting department is required to take the contract to City Council for approval, noting the total anticipated amount to be paid to the vendor for the fiscal year.

When securing professional services, cost is only one factor that should be considered. Other factors including (but not limited to) the qualifications of the firm, experience, and the responsiveness of the proposal to the City's needs must be considered when making a decision on a professional service. The RFP will typically identify the criteria that the City will use in making this decision.

Section 5. Authority.

By order of City Council Motion (Item No. 5), Policy adopted by the City Council on September 3, 2013.

San Fernando, California, Code of Ordinances >> - CODE >> **Chapter 2 - ADMINISTRATION >> ARTICLE VI.
- FINANCE >> DIVISION 6. - PURCHASING >> Subdivision I. In General >>**

Subdivision I. In General

Sec. 2-771. Adoption of system.

Sec. 2-772. Definitions.

Secs. 2-773—2-795. Reserved.

Sec. 2-771. Adoption of system.

A centralized purchasing system is adopted to:

- (1) Establish efficient procedures for the purchase of supplies, equipment and services;
- (2) Secure for the city supplies, equipment and services at the lowest possible cost commensurate with quality needed;
- (3) Exercise positive financial control over purchases;
- (4) Clearly define authority for the purchasing functions;
- (5) Ensure the quality of purchases; and
- (6) Buy without favor or prejudice.

(Code 1957, § 21A.1)

Sec. 2-772. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bidder means a person or other legal entity responding to a request for bids pursuant to section 2-807 or 2-808.

Consultant means a specially trained and experienced person for special services and advice for the purposes set forth in subdivision III of this division.

Department means any department, agency, commission, bureau or other unit of the city government which derives its support wholly or in part from the city.

Local bidder means a business having its principal place of operations within the jurisdictional boundaries of the city and that pays sales tax on the items which are subject to the contract or purchase order.

Lowest responsible bidder means, in addition to the price as submitted in a responsive bid, the lowest responsible bidder who will be determined after the following factors have been considered:

- (1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- (2) Whether the bidder has the facilities to perform the contract or provide the service within the time specified without delay or interference.

- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The bidder's record of performance of previous contracts or services.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The quality, availability and adaptability of the supplies, equipment or services to the particular use required.
- (8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (9) The number and scope of conditions attached to the bid.

Purchases means purchases of supplies, equipment and personal property, which shall include leases or rentals as well as transactions by which the city acquires ownership.

Purchasing agent means the city administrative officer the official designated by the city administrative officer for enforcement of this division. The duties of the purchasing agent may be combined with those of another position.

Responsible bidder means a bidder who submits a responsive bid and who is not only financially responsible but is possessed of the resources, judgment, skill, ability, capacity and integrity requisite and necessary to perform the contract according to its terms.

Responsive bid means an offer submitted by a responsible bidder to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements included in the invitation for bids.

Services means any and all services, including but not limited to equipment service contracts. The term does not include services rendered by city officers or employees or professional or other contractual services for which the procedure for procurement is specifically provided by law.

Specification means any description of the physical or functional characteristic, of the manufacturer or of the nature of an item of equipment, a supply, a service, or a construction item. It may include a description of any requirement for inspecting, testing or preparing a supply or service for delivery.

Supplies and equipment means any and all articles, things or personal property furnished to or used by any department, including but not limited to janitorial, tree trimming, painting, street sweeping, certain mechanical repair, and similar services not within the scope of [section 2-836](#).

(Code 1957, § 21A.2)

Cross reference— *Definitions generally, § 1-2.*

Secs. 2-773—2-795. Reserved.

**San Fernando, California, Code of Ordinances >> - CODE >> Chapter 2 - ADMINISTRATION >> ARTICLE VI.
- FINANCE >> DIVISION 6. - PURCHASING >> Subdivision II. Supplies, Services and Equipment >>**

Subdivision II. Supplies, Services and Equipment

[Sec. 2-796. Appointment of purchasing agent.](#)
[Sec. 2-797. General powers of purchasing agent.](#)
[Sec. 2-798. Duties of purchasing agent.](#)
[Sec. 2-799. Exemptions from centralized purchasing.](#)
[Sec. 2-800. Compliance required; effect of noncompliance.](#)
[Sec. 2-801. Duty of bidders and consultants to disclose relationships with city.](#)
[Sec. 2-802. Procedures for purchases and sales generally.](#)
[Sec. 2-803. Purchase orders.](#)
[Sec. 2-804. Requisitions.](#)
[Sec. 2-805. Encumbrance of funds.](#)
[Sec. 2-806. Bidding exceptions.](#)
[Sec. 2-807. Formal contract procedures.](#)
[Sec. 2-808. Informal bidding procedures.](#)
[Sec. 2-809. Inspections and testing.](#)
[Sec. 2-810. Cooperative agreements.](#)
[Sec. 2-811. Minority/women owned or small business purchasing program.](#)
[Sec. 2-812. Requirements for public projects.](#)
[Secs. 2-813—2-835. Reserved.](#)

Sec. 2-796. Appointment of purchasing agent.

The city administrative officer is appointed as the purchasing agent. The city administrative officer may designate such personnel as necessary to carry out the duties of the purchasing agent.

(Code 1957, § 21A.3)

Sec. 2-797. General powers of purchasing agent.

The purchasing agent shall direct and supervise the purchasing program created in this division. The purchasing agent shall appoint such deputies, assistants and other employees as shall from time to time be authorized. The purchasing agent shall endeavor to obtain as full and open competition as possible on all purchases and award all purchases to responsible bidders. The purchasing agent shall furnish the city council with such reports and information as the council may from time to time require and shall establish methods and procedures necessary for the proper functioning of the purchasing program in an efficient and economical manner.

(Code 1957, § 21A.4)

Sec. 2-798. Duties of purchasing agent.

The duties of the purchasing agent may be combined with those of any other office or position. The purchasing agent shall have authority to:

- (1) Purchase or contract for the supplies and equipment required by any using agency in accordance with the purchasing procedures set forth in this division and such administrative regulations as shall be prescribed by the city administrative officer.
- (2) Negotiate and recommend the execution of contracts for the purchases of supplies and equipment.
- (3) Act to procure for the city the needed quality in supplies and equipment at the least expense to the city.
- (4) Endeavor to obtain as full and open competition as possible on all purchases.
- (5) Prepare and recommend to the city administrative officer rules governing the purchases of supplies and equipment for the city.
- (6) Prepare and recommend to the city administrative officer revisions and amendments to the purchasing rules.
- (7) Keep informed of the current developments in the field of purchasing and the prices, market conditions, and new products.
- (8) Prescribe and maintain such forms as are reasonably necessary for the operation of this division and other rules and regulations.
- (9) Supervise the inspection of all supplies and equipment purchased to ensure their conformance with specifications.
- (10) Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use.
- (11) Maintain a bidders' list, vendors' catalog file, and the records needed for the efficient operation of the purchasing function.

(Code 1957, § 21A.5)

Sec. 2-799. Exemptions from centralized purchasing.

The purchasing agent, with the approval of the city administrative officer, may authorize any department to purchase or contract for specified supplies and equipment independently of the purchasing agent, but the purchasing agent shall require that such purchases or contracts be made in conformity with the procedures established by this division and shall further require periodic reports from such agency regarding the purchases and contracts made under such authorization.

(Code 1957, § 21A.6)

Sec. 2-800. Compliance required; effect of noncompliance.

No obligation for the payment for equipment, supplies and services shall be incurred by the city except as prescribed by this division. Any agreement for the purchase of equipment, supplies and services made contrary to this division shall be void, and any claim or demand against the city based thereon shall be invalid.

(Code 1957, § 21A.7)

Sec. 2-801. Duty of bidders and consultants to disclose relationships with city.

All bidders and consultants shall disclose in writing to the purchasing agent any prior and current business and personal relationships with the city, members of the city council, and city employees prior to entering into any transaction or contractual arrangement with the city exceeding \$25,000.00.

(Code 1957, § 21A.8)

Sec. 2-802. Procedures for purchases and sales generally.

All purchases of equipment, supplies and service and the sale of surplus personal property shall be carried out in accordance with the procedures provided for in this division and in division 7 of this article. If a bid is submitted by a local bidder, the purchasing agent shall reduce the amount of the bid by one percent.

(Code 1957, § 21A.9)

Sec. 2-803. Purchase orders.

Except for purchases authorized under section 2-799, the purchase of equipment and supplies shall be made only by purchase order. No purchase order shall be issued without the prior approval of the purchasing agent or his designated representative.

(Code 1957, § 21A.10)

Sec. 2-804. Requisitions.

Departments shall submit requests for equipment and supplies to the purchasing agent by standard requisition forms or by such other means as may be established by the purchasing rules and regulations prior to initiating any procurement.

(Code 1957, § 21A.11)

Sec. 2-805. Encumbrance of funds.

Except in an emergency or when specific authority has been first obtained from the city administrative officer, the purchasing agent shall issue no purchase orders whatsoever for supplies, services and equipment unless there exists an unencumbered appropriation in the fund account against which such purchase is to be charged.

(Code 1957, § 21A.12)

Sec. 2-806. Bidding exceptions.

- (a) *Definitions.* For purposes of this section the following words, terms and phrases, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Emergency means circumstances or conditions that pose an immediate threat to public health, welfare or safety as determined by the city administrative officer for which no time exists to seek council action or approval, if otherwise such action or approval were required.

Impossible means actual impossibility or extreme and unreasonable difficulty or expenses.

Impractical means incapable of being performed by the bid procedure.

Incongruous means not suitable to the bid procedure.

- (b) *Exceptions.* Purchases of supplies and equipment shall be made in accordance with the bidding procedures pursuant to sections 2-807 and 2-808 of this division. Bidding shall be

dispensed with where bidding would be impossible, impractical or incongruous; in an emergency; when the commodity can be obtained from only one vendor or where the price is controlled by law; or when the amount involved is less than \$5,000.00.

(Code 1957, § 21A.13; Ord. No. 1599, § 1, 3-15-2010)

Sec. 2-807. Formal contract procedures.

Except as otherwise provided in this division, purchases and contracts for supplies and equipment of an estimated value greater than \$25,000.00 shall be by written contract with the lowest responsible bidder pursuant to the following procedure:

- (1) *Notices inviting bids.* Notices inviting bids shall include a general description of the articles to be purchased and shall state where bid blanks and specifications may be secured and the time and place for opening bids.
 - a. *Published notices.* Notices inviting bids shall be published at least ten days before the date of the opening of the bids. Such notices shall be published at least once in a newspaper of general circulation in the city.
 - b. *Bidders' list.* The purchasing agent shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their names to be added thereto.
 - c. *Bulletin board.* The purchasing agent shall also advertise pending purchases by notices posted on the public bulletin board in the city hall.
- (2) *Bidders' security.* When deemed necessary by the purchasing agent, bidders' security may be prescribed in the bid specifications and in the public notices inviting bids. A bidder shall be entitled to the return of bid security upon the successful completion of the contract or upon being the unsuccessful bidder. A successful bidder shall forfeit the bid security upon the bidder's refusal or failure to execute the contract within ten days after the notice of the award of the contract has been mailed unless the city is responsible for the delay. The council may, on the refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. In such case the amount of the original lowest bidder's security may be applied to the difference between the low bid and the second lowest bid, and the remainder, if any, shall be returned to the defaulting original lowest bidder.
- (3) *Bid opening procedure.* Sealed bids shall be submitted to the deputy city clerk and shall be identified as a bid on the envelope. Such bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.
- (4) *Rejection of bids.* At its discretion, the council may reject any and all bids presented and readvertise for bids. The council may waive minor irregularities and infirmities of any bid presented to it.
- (5) *Award of contracts.* Contracts shall be awarded by the council to the lowest responsible bidder, except as otherwise provided in this section. In awarding a bid, the city may consider those factors listed in the definition of the term "lowest responsible bidder" in [section 2-772](#) in conjunction with the price quotation. Other factors may be included in the bid specifications or may relate to the availability of merchandise or to administrative or processing considerations.
- (6) *Tie bids.* If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the council may accept the bid it chooses or accept the lowest bid

by negotiation with the bidders at the time of the bid opening.

- (7) *Performance bonds.* The council shall have the authority to require a performance bond for satisfactory completion, before entering into a contract, in such amount as the council shall find reasonably necessary to protect the best interest of the city. If the council requires a performance bond, the form and amount of the bond shall be described in the notices inviting bids.
- (8) *No bids.* If no bids are received, the council may authorize the purchase of goods in compliance with informal bidding procedures.

(Code 1957, § 21A.14)

Sec. 2-808. Informal bidding procedures.

- (a) *Generally.* Purchases of supplies and equipment of an estimated value in the amount of \$25,000.00 or less may be made by the purchasing agent in the open market in the manner provided for in this section without observing the procedure set forth in section 2-807 of this division.
- (b) *Minimum number of bids.* Open market purchases shall, wherever possible, be based on at least three bids and shall be awarded to the lowest responsible bidder.
- (c) *Notice inviting bids.* The purchasing agent shall solicit bids by written requests to prospective vendors, by telephone, by legal advertising, or by public notices posted on the public bulletin board in the city hall. Whenever the purchasing agent believes that the purchase price will exceed \$10,000.00 and telephone solicitation is used, at least five bids shall be obtained.
- (d) *Written bids.* Written bids shall be submitted to the purchasing agent who shall keep a record of all open market orders and bids for a period of one year after the submission of the bids or placing of orders. Such record, while so kept, shall be open to public inspection.
- (e) *City administrative officer's authority.* Purchases made pursuant to this section shall be authorized and signed for by the city administrative officer or his designee, provided purchases of items authorized by the designee are included as a part of an approved and adopted budget for the city. The limitation affecting the authority of a designee shall not include that person designated as an acting city administrative officer in the city administrative officer's absence or unavailability.

(Code 1957, § 21A.15)

Sec. 2-809. Inspections and testing.

Under this division, the purchasing agent shall inspect supplies and equipment delivered to determine their conformance with the specifications set forth in the order to contract. The purchasing agent shall have the authority to obtain chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications. The city may pay the costs of such tests or may require that the costs of such tests be paid by the bidder.

(Code 1957, § 21A.16)

Sec. 2-810. Cooperative agreements.

No section of this division shall be interpreted or construed to prohibit or prevent the city from purchasing supplies and equipment by contracts, arrangements and agreements for cooperative purchasing programs with the state, the county or with any other public or municipal corporation of the state; provided, however, the contract, agreement or arrangement for such purchases shall be

first approved by the council. At the discretion of the council, the purchasing procedure of any agency may be used in such joint power arrangements.

(Code 1957, § 21A.17)

Sec. 2-811. Minority/women owned or small business purchasing program.

In implementing this division, the city shall comply with the procedures set forth in the minority/women owned or small business purchasing program adopted by the city council on January 18, 1993, as it exists or may subsequently be amended, to the extent permitted by law. If any conflict occurs between the provisions of the program and this division, this division shall control.

(Code 1957, § 21A.18)

Sec. 2-812. Requirements for public projects.

- (a) Notwithstanding any other provision of this chapter, contracts for public projects, as defined herein, shall be administered by the city's director of public works, or designee, and shall be awarded in accordance with the Uniform Public Construction Cost Accounting Act, public contract code section 22000, et seq., and in compliance with the provisions of this [section 2-812](#). By resolving to become subject to the Uniform Public Construction Cost Accounting Act, the city shall abide by all cost accounting procedures set forth by the California Uniform Construction Cost Accounting Commission in accordance with Article 2 of the Uniform Public Construction Cost Accounting Act, public contract code section 22010, et. seq. To the maximum extent permitted by law, the provision of this section shall be alternative to any other means provided by law for effecting the completion of public projects. However, nothing contained herein shall limit or preclude the use of "design-build" delivery method provided by public contract code section 20175.2, or any other authority or procedure provided by law, and the city council expressly authorizes the director of public works to utilize any such procedures with the concurrence of the city administrator.
- (b) *Definitions.* Unless otherwise provided by law, for purposes of this section the following terms shall have those definitions as are set forth next to each:
 - (1) *Facility* means any plant, building, structure, ground facility, utility system (subject to the limitation found in subsection (b)(2)c., below), real property, streets and highways, or other public work improvement.
 - (2) *Public project* means any of the following:
 - a. Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased or operated facility;
 - b. Painting or repainting of any publicly owned, leased or operated facility;
 - c. In the case of a publicly owned utility system, "public project" includes only the construction, erection, improvement or repair of dams, reservoirs, power plants and electrical transmission lines of 230,000 volts and higher.
 - (3) *Public project* does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:
 - a. Routine, recurring and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes;
 - b. Minor repainting;
 - c. Resurfacing of streets and highways at less than one inch;
 - d. Landscape maintenance, including mowing, watering, trimming, pruning, planting,

replacement of plants and servicing of irrigation and sprinkler systems;

- e. Work performed to keep, operate and maintain publicly owned water, power or waste disposal systems, including, but not limited to, dams, reservoirs, power plants and electrical transmission lines of 230,000 volts and higher.

(c) *Classification of projects.*

- (1) The director of public works shall review all city public projects with respect to the monetary limits imposed by public contract code section 22032, or any successor provision thereto, and shall designate such projects as follows:
 - a. Projects that may be performed with the city's own forces by force account, by negotiated contract, or by purchase order;
 - b. Projects that may be let by contract after informal bidding, and the director shall accomplish such identified projects by informal bidding;
 - c. Projects that may be let by contract only after formal bidding, and the director shall accomplish such identified projects by formal bidding.
- (2) Projects shall not be split to avoid any of the bidding requirements contained in public contract code section 22000, et seq.

(d) *Informal bidding procedures.*

- (1) *Development, maintenance and use of list of qualified contractors.*
 - a. The director of public works shall develop a list of qualified contractors eligible to bid on projects awarded by informal bidding, in accordance with the provisions of public contract code section 22034(a).
 - b. The list shall be organized in accordance with the license classifications of the contractor's state license board.
 - c. Any licensed California contractor may request to be added to the list of qualified contractors at any time by filing a completed application with the director of public works on a form provided by the director. The contractor will be added to the list if the contractor meets all criteria established by the state uniform construction cost accounting commission ("commission.").
- (2) *Plans, specifications and working details.* The director of public works shall prepare and adopt plans, specifications and working details for all contracts awarded by informal bidding to enable a qualified contractor to perform the work required for each contract awarded by informal bidding.
- (3) *Identifying and inviting bids.*
 - a. The director of public works shall mail notice inviting informal bids to all contractors on the list of qualified contractors for the category of work being bid, and/or to all construction trade journals as specified by the commission pursuant to public contract code section 22036.
 - b. The director of public works shall complete the mailing of notices inviting informal bids, as required by this subsection, not less than ten calendar days before bids are due.
 - c. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- (4) *Opening of informal bids and award of contract.*
 - a. At the time provided in the notice inviting informal bids, the city clerk shall open all bids timely received. If a contract is awarded, it shall be awarded by the city council to the lowest responsible and responsive bidder. If two or more

responsive bids are the same and lowest, the city council may award the contract by drawing lots. If no bids are received, the project may be performed by city forces, negotiated contract, or by any other means provided by law, as the city council determines to be in the best interests of the city.

- b. If all competent bids received are in excess of the informal bidding limit, as identified in section 22032(b) of the public contract code, the city council may, by adoption of a resolution by a four-fifths vote, award the contract, at or below the provisional limit set forth in public contract code section 22034(f), to the lowest responsible bidder, if it determines that the city's cost estimate was reasonable.

(e) *Formal bidding procedures.*

- (1) Contracts for public projects determined by the director of public works to require formal bidding pursuant to the provisions of public contract code section 22032 and subsection (c)(1) above, shall be formally bid and awarded or rejected, in accordance with the provisions of public contract code sections 22037 and 22038.
- (2) The city council shall adopt plans, specifications and working details for all formally bid public projects.
- (3) If a contract is awarded, it shall be awarded by the city council to the lowest responsible and responsive bidder. If two or more bids are the same and the lowest, the city council may accept either bid. If no bids are received, the project may be performed by city forces, negotiated contract, or by any other means provided by law, as the city council determines to be in the best interests of the city.

(f) *Emergency procedures for public projects.*

- (1) When repairs or replacements are necessary in an emergency, the city council, by a four-fifths vote, may proceed at once to replace or repair any public facility without adopting plans, specifications, or working details, or giving notice of bids to let contracts, and without otherwise complying with the requirements of this chapter. For purposes of this section the term "emergency" shall mean a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Prior to taking such action, the city council shall make a finding, based on substantial evidence in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to an emergency. The work may be done by day labor, by contract, or by a combination of the two. If notice for bids to let contracts is not given, the city shall comply with public contract code section 22050. For the purposes of this section, the city administrator is hereby delegated the authority to declare the public emergency in such circumstances when it is not feasible for the council to meet to do so, and take such actions as he or she deems necessary, consistent with the provisions of this section. The city administrator's actions shall be subject to prompt review by the city council as to the need to continue the emergency action, in accordance with the provisions of section 22050.

(Ord. No. U-1598, § 2, 3-1-2010; Ord. No. 1599, § 2, 3-15-2010)

Secs. 2-813—2-835. Reserved.

San Fernando, California, Code of Ordinances >> - CODE >> **Chapter 2 - ADMINISTRATION >> ARTICLE VI. - FINANCE >> DIVISION 6. - PURCHASING >> Subdivision III. Contracts for Consultants or Special Services >>**

Subdivision III. Contracts for Consultants or Special Services

Sec. 2-836. Scope.

Sec. 2-837. Authorization.

Sec. 2-838. Authorized signature on behalf of city.

Secs. 2-839—2-865. Reserved.

Sec. 2-836. Scope.

Any specially trained and experienced person for special services and advice in financial, economic, accounting, engineering, legal or administrative matters may be contracted with by the city only in the manner set forth in this subdivision.

(Code 1957, § 21A.26)

Sec. 2-837. Authorization.

- (a) *Council.* The council shall have sole authority to approve and enter into all contracts specified in section 2-836 of this subdivision.
- (b) *City administrative officer.* Notwithstanding subsection (a) of this section, the city administrative officer shall be authorized to either:
 - (1) Enter into contracts for special services and consultants, subject to each and every one of the following limitations and restrictions:
 - a. The contract is for a sum not to exceed \$25,000.00 to be paid by the city;
 - b. The contract shall not result in or potentially require the city to be liable for a significant loss of money or other thing of value beyond the contract price to the city;
 - c. The funds required for the payment of the contract shall be included in the city's approved and current budget for that purpose;
 - d. The contract has the prior approval of or shall be subject to ratification by the council (ratification may be in the form of approval of the budgeted demand for payment or partial payment thereof);
 - e. The contract shall not have, may not result in, or be the result of a significant policy decision necessitating prior council review and approval; and
 - f. The contract shall not be for legal services or legal consultation.
 - (2) Enter into contracts for special services and consultants to be paid by third parties, subject to each and every one of the following limitations and restrictions:
 - a. The funds required for the payment of the contract shall be provided to the city by the third party in advance and held by the city in a separate account designated for payment of the contract;
 - b. The contract shall not result in or potentially require the city to be liable for a

significant loss of money or other thing of value;

- c. The contract shall not have, may not result in, or be the result of a significant policy decision necessitating prior council review and approval; and
- d. The contract shall not be for legal services or legal consultation.

(Code 1957, § 21A.27; Ord. No. 1601, § 1, 12-6-2010)

Sec. 2-838. Authorized signature on behalf of city.

- (a) *Mayor.* The mayor shall be authorized to sign, on behalf of the city, all approved contracts provided for in this subdivision. In the absence of the mayor, the mayor pro tempore shall be so authorized.
- (b) *City administrative officer.* The city administrative officer shall be authorized to sign, on behalf of the city, all contracts provided for in subsection 2-837(b) of this subdivision and such other approved contracts as the council may specifically direct from time to time.

(Code 1957, § 21A.28)

Secs. 2-839—2-865. Reserved.

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager
By: Ron Ruiz, Public Works Director

DATE: September 3, 2013

SUBJECT: Discussion, Consideration, and Possible Award of Contract (Contract No. 1722) with Hall & Foreman, Inc. to Provide Sanitary Sewer Master Plan Development Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a Professional Services Agreement (Attachment “A” – Contract No. 1722) to Hall & Foreman, Inc. to provide Sanitary Sewer Master Plan Development Services, in an amount not to exceed \$176,649; and
- b. Authorize the Interim City Manager to execute the Agreement with Hall & Foreman, Inc.

BACKGROUND:

1. On February 26, 2013, the City retained the services of Hall & Foreman, Inc. (Consultant) to prepare a Sewer System Management Plan (SSMP) as required by the State Water Resources Control Board (SWRCB).
2. On March 7, 2013, a meeting was held with City staff and the Consultant to prepare the development of the SSMP.
3. On June 6, 2013, the City published a Request for Proposal (RFP) for sanitary sewer master plan development.
4. On June 12, 2013, the matter was agendaized for discussion at the Natural Resources, Infrastructure, Water, Energy, and Waste Management (NRIW) Standing Committee.
5. On June 17, 2013, the City Council approved the City’s Sanitary Sewer Management Plan.
6. On June 27, 2013, three proposals were received on the posted due date.

Discussion, Consideration, and Possible Award of Contract (Contract No. 1722) with Hall & Foreman, Inc. to Provide Sanitary Sewer Master Plan Development Services

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7. On August 21, 2013, staff met with Los Angeles Regional Water Quality Control Board (RWQCB) to discuss terms of compliance with the State Adopted Order Number 2006-0003 for Waste Discharge Requirements (WDR)

ANALYSIS:

The Scope of Work (SOW) for this project includes the implementation of tasks included in the City Council approved SSMP. Specifically, these include the development of a hydraulic model to assess sewer capacity, the use of special cameras to visually inspect the sewer lines, the development of a 10-year Capital Improvement Project (CIP) and a final Master Plan Report. Optional services include the development of a Geographic Information System (GIS) database and the temporary installation of flow meters to collect comprehensive data toward determining the capacity of the sewer system. Other tasks listed in the SSMP can be completed by City staff and were not included in the SOW.

Certain items were identified as optional in the case the project cost exceeded City funds available. In addition, the required timeline to complete the implementation of the SSMP was not known until a subsequent meeting with the RWQCB could occur where the specifics of the implementation could be discussed.

On August 21, 2013, a meeting between City staff and the RWQCB took place and it was determined that the implementation of the Plan should occur no later than December 2013. In addition, it was determined that the optional SOW tasks included in the City's RFP should be completed now and not later to properly operate and maintain the City's sewer system. Therefore, the final SOW includes all optional services as described in the City's RFP.

The implementation of the SSMP will leave a lasting legacy for the Public Works Department in achieving a state of the art efficiency for operations and management of the City's sewer system, the collection of key sewer data to maintain the system which can be used to conduct ongoing capacity studies and the development of a long term CIP plan.

RFP Selection

Staff is recommending that a contract be awarded to Hall & Foreman, Inc., for the SOW as described in this report. The SOW will also include all optional services as described in the City's RFP and in the firm's proposal (Attachment "B"). The proposal submitted by the firm meets all of the RFP criteria at a cost within the midrange of the proposals received. Through the review process it was quickly realized that prior relevant experience is a critical element in completing the SOW. The firm will need to frequently interface with the RWQCB to properly complete the tasks. The firm already has substantial experience in working with the RWQCB from prior projects and knows key individuals within the agency to get concurrence in how certain tasks should be properly completed. Staff had the opportunity to confirm with the RWQCB that the firm had the experience and qualifications to successfully complete the work tasks.

Discussion, Consideration, and Possible Award of Contract (Contract No. 1722) with Hall & Foreman, Inc. to Provide Sanitary Sewer Master Plan Development Services

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Proposals were evaluated based on the following criteria in no particular order:

1. Professional qualifications of the firm submitting proposal.
2. Completeness and quality of proposal.
3. Prior relevant company experience.
4. Proposed budget and timing for work.
5. Ability of contractor to meet the City's requirements under its standard contract. Particularly insurance requirements which includes \$1,000,000 for general and professional liability; and, includes \$500,000 for each automobile, workers compensation and property damage.
6. The use of subcontractors is permitted but must be disclosed in the proposal. Subcontractor information must include name of firm, address, and type of service to be provided.

The following list includes all the proposals received and the cost to complete the work with all of the options included:

FIRM	COST WITH ALL OPTIONS
DMR Team	\$118,330
Hall & Foreman, Inc.	\$176,649
Quantam	\$317,904

CONCLUSION:

Staff recommends an award of contract to Hall & Foreman, Inc., for the sanitary sewer master plan development. The firm has outstanding qualifications and an ongoing working relationship with the RWQCB which will be extremely helping in completing the SOW under the agency's guidelines.

BUDGET IMPACT:

Funds for this project were budgeted at \$100,000 in Fund 72-Sewer for Fiscal Year 2013-2014. Since this amount exceeds the budget for this item, additional funds in the amount of \$76,649 can also be used to pay for the project within the same fund. These additional funds were budgeted for sewer repairs which had not yet been identified. Since the SOW for this project will provide the City with a better understanding of what sewer repairs are needed, the funds are better spent at this time to complete this project to more effectively use funds for sewer repairs in the future.

Discussion, Consideration, and Possible Award of Contract (Contract No. 1722) with Hall & Foreman, Inc. to Provide Sanitary Sewer Master Plan Development Services
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ATTACHMENTS:

- A. Contract No. 1722
- B. Proposal

ATTACHMENT "A"
CONTRACT NO. 1722

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this 3rd day of September, 2013 by and between the City of San Fernando, a municipal corporation ("CITY") and Hall & Forman, Inc., a California corporation ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from a consultant: provide sanitary sewer master plan development.

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

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

1. DEFINITIONS

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

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

C. "Commencement Date": September 4, 2013

D. "Expiration Date": December 31, 2013

2. CONSULTANT'S SERVICES

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

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

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

3. REPRESENTATIVES

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

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

4. CONSULTANT'S PERSONNEL

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

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

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

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

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

5. FACILITIES AND EQUIPMENT

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

6. TERM OF AGREEMENT

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

7. COMPENSATION

A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed ONE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED FORTY-NINE DOLLARS (\$176,649.00). CITY shall not withhold applicable federal or state payroll or any other required taxes or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount for the Project will be allowed unless such compensation is approved by the City Manager, in writing.

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

8. METHOD OF PAYMENT

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

9. OWNERSHIP OF WORK PRODUCT

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

10. TRAVEL REIMBURSEMENT

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

11. INDEPENDENT CONTRACTOR

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

12. CONFIDENTIALITY

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

13. CONFLICTS OF INTEREST

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

14. INDEMNIFICATION

A. To the full extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants,

agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.

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

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

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

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

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

15. INSURANCE

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

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

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

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

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

E. Prior to commencement of work under this Agreement, CONSULTANT shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

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

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to

mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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

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

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

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

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

16. MUTUAL COOPERATION

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

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

17. RECORDS AND INSPECTIONS

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

18. TERMINATION OF AGREEMENT

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

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

19. FORCE MAJEURE

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

20. NOTICES

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

If to CITY:

Attn: Ron Ruiz, Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1222
Facsimile: (818) 361-6728

If to CONSULTANT:

Attn: Yazdan Emrani, M.S., P.E.
Project Manager
HALL & FOREMAN, INC.
17782 17th Street, Suite 200
Tustin, CA 92780
Telephone: (714) 665-4500
Facsimile: (714) 665-4501

With a courtesy copy to:

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

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

22. PROHIBITION AGAINST ASSIGNMENT

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

23. ATTORNEY'S FEES

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

24. ENTIRE AGREEMENT

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

25. GOVERNING LAW; JURISDICTION

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

26. SEVERABILITY

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

27. CAPTIONS

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

28. EXECUTION

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

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

CITY OF SAN FERNANDO

HALL & FOREMAN, INC.

Donald Penman
Interim City Manager

By: _____
Yazdan Emrani, M.S., P.E.
Project Manager

ATTEST:

Elena G. Chávez
City Clerk

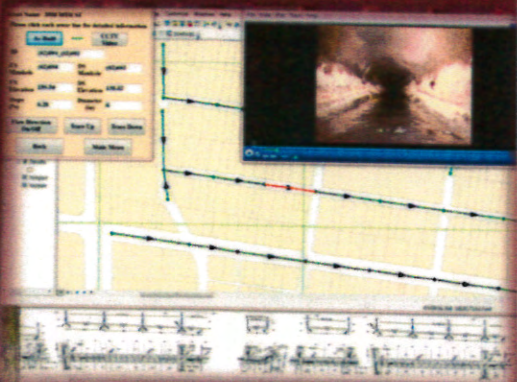
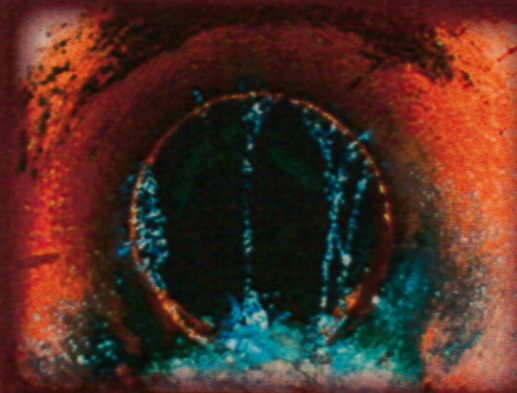
APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney



Proposal to Provide Sanitary Sewer Master Plan Development

for the
City of San Fernando
July 8, 2013



17782 17th Street, Suite 200
Tustin, CA 92780
714.665.4500
714.665.4501
yemrani@hfinc.com

Hall & Foreman, Inc. www.hfinc.com

Facebook: Hall and Foreman • Twitter: @hallandforeman
LinkedIn: Hall & Foreman, Inc.

**PROPOSAL**City of San Fernando
Sanitary Sewer Master Plan Development

June 27, 2013

Mr. Ron Ruiz, Director of Public Works
City of San Fernando
Public Works Department
117 Macneil Street
San Fernando, CA 91340

Subject: Sanitary Sewer Master Plan Development Proposal for the City of San Fernando

Dear Mr. Ruiz:

Hall & Foreman, Inc. (HFI) is excited for the opportunity to provide the City of San Fernando (City) with our proposal to provide Sanitary Sewer Flow Monitoring and Hydraulic Modeling. Our team will be led by Yaz Emrani, P.E. as Project Manager. Our project approach is to set up and implement our scope of services consistent with the requirements stipulated in the City's RFP. However, we have also allowed for and communicated flexibility in our scope of services such that adjustments could potentially be made if they are deemed beneficial by the City.

A key to overall project effectiveness will be to receive feedback early from City staff on project objectives, approach, problem areas, known deficiencies, operating procedures, system characteristics, etc. so that the project can be streamlined to target this information, thus reducing the need to correct the Master Plan course based on feedback received from the City later in the project.

Our team will be led by Yaz Emrani, P.E. as Project Manager. Mr. Emrani has managed and engineered successful sewer master plans, sanitary sewer management plans, and sewer GIS projects for the Cities of La Puente, Montebello, Bell Gardens, South El Monte, Rialto, South Coast Water District, and the County of Monterey to name a few. In addition, **Mr. Emrani was the Project Manager for City of San Fernando's WDR and SSMP Development. As such he has gone through the City's Sanitary Sewer System records and has had dialogue with the Operations and Maintenance staff and is very familiar with the City's sanitary sewer system.** Also, our team has expert engineers and modelers whom have done similar projects throughout the State of California. Robert Brandom, P.E., has extensive experience with master plans for cities in Los Angeles County and Orange County including City of Hawthorne and City of San Juan Capistrano.

HFI will be teaming with National Plant Services, Inc. to do CCTV inspection and SFE Global to do flow monitoring. National Plant Services has millions of feet of CCTV pipeline inspection experience to its credit and is currently performing CCTV work for the City of San Fernando. SFE Global has conducted major flow monitoring studies for clients in California that include Ojai Valley Sanitary District, City of San Bernardino, City of Sacramento, City of Sierra Madre, and City of Salinas.

HFI appreciates this opportunity to be of service to the City of San Fernando, and looks forward to providing the proposed engineering services as outlined herein. If the City has any questions, please do not hesitate to call me directly at (714) 665-4516.

Sincerely,

Hall & Foreman, Inc.

A handwritten signature in black ink, appearing to read "Jon E. Bourgeois".

Jon E. Bourgeois, P.E.
Executive Vice President/Principal

A handwritten signature in black ink, appearing to read "Yazdan Emrani".

Yazdan Emrani, M.S., P.E.
Project Manager



PROPOSAL
City of San Fernando
Sanitary Sewer Master Plan Development

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PROPOSAL

City of San Fernando
Sanitary Sewer Master Plan Development

SECTION 1: COMPANY PROFILE
Name/address of the Entity that would sign the Agreement:

Hall & Foreman, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
714.665.4500
714.665.4501 Fax

Primary Contact:

Yazdan T. Emrani, P.E.
Sr. Vice President/Principal
yemrani@hfinc.com

Secondary Contact:

Jon E. Bourgeois, P.E.
Executive Vice President/Principal
jbougeois@hfinc.com

Corporate Information

Hall & Foreman, Inc. (HFI) was incorporated under the laws of the State of California in 1963 and today remains a privately held C-Corporation. HFI was established in 1961 by engineering and surveying professionals from the public works sector. **During the past 52 years** the firm has worked with numerous public agencies and municipalities throughout southern California. HFI's Federal Tax I.D. number is 95-2263400.



HFI has expanded to four offices in southern California. They are located in Tustin, Santa Clarita, Temecula and Victorville. Our team of over 65 professionals includes registered civil and traffic engineers, licensed land surveyors, land planners, LEED accredited, and QSP/QSD professionals. Firm leadership consists of eight principals: John Hogan, P.E., LEED AP (25 years tenure), Jon Bourgeois, P.E. (31 years tenure), Yazdan Emrani, P.E. (1 year tenure), Mark Miner, LEED AP (23 years tenure), Henrik Nazarian, P.E., LEED AP, QSD (12 years tenure), Glenn Chung, P.E., QSD (15 years tenure), Anthony Terich, P.E. (12 years tenure), and Matthew H. Okubo, P.L.S. (10 years tenure).

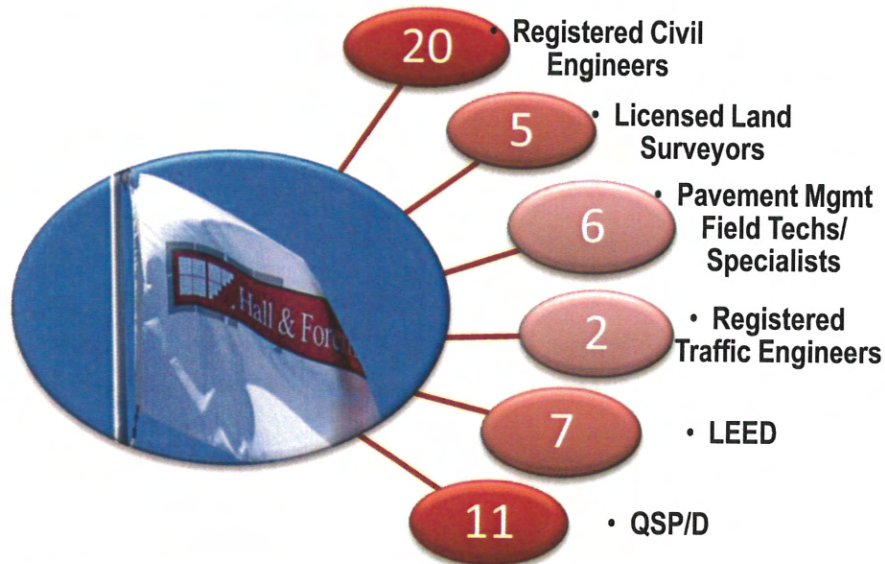
Office addresses for principals is as follows:

John Hogan, P.E., LEED AP Jon Bourgeois, P.E. Yazdan Emrani, P.E. Glenn Chung, P.E., QSD	17782 17 th Street, Suite 200 Tustin, CA 92780
Mark Miner, LEED AP Henrik Nazarian, P.E., LEED AP, QSD	25152 Springfield Court, Suite 350 Santa Clarita, CA 91355
Anthony Terich, P.E.	41951 Remington Avenue, Suite 130 Temecula, CA 92590
Matthew H. Okubo, P.L.S.	14297 Cajon Avenue, Suite 101 Victorville, CA 92392



PROPOSAL
City of San Fernando
Sanitary Sewer Master Plan Development

The leadership of HFI promotes professional quality through dedicated training programs, resource management, and programs for staff advancement. Our project managers and team members are selected for each project assignment based on their expertise. This provides our Clients with an experienced team that has worked together ensuring cohesion and good communication.



Subcontractors Information



SFE GLOBAL (SFE) is a municipal and industrial service company specializing in underground infrastructure assessment and monitoring. SFE has been conducting services of this nature for Municipal, Governmental and Industrial clients since 1991. SFE has five (5) offices between the United States and Canada (Seattle, Sacramento, Vancouver, Edmonton, Winnipeg,) with a total of 30 employees. We have excellent references with a track record for delivering project objectives on time and on budget. Services Include:

- All Applications of Flow Monitoring and Water Quality Monitoring - Sanitary Sewers, Storm Sewers, Creeks, Culverts, Landfills, Industrial Effluent, Billing Stations, Temporary and Permanent Installations, LID (Low Impact Development), and Complete Hydrologic Gauging Stations.
- GoData Web-Based Data Management Platform – Versatile web-based data management system for all data types. Organize, Graph, Alarm, and Analyze various types of monitored infrastructure data
- Meteorological Monitoring – Supply, Installation, and Monitoring of Complete Weather Stations
- Rhodamine WT Dye Calibrations of Flow Monitoring Stations. Verify and Improve the Accuracy of your Existing Flow Monitoring Station. Regulatory Agency Compliance
- Sewer Smoke Testing and Dye Testing. Reduce I&I and Illegal Sanitary Connections
- 3D Mapping of underground pipelines
- Manhole Inspection Programs. Data Base Catalogued Inventory Complete with Condition Assessments.
- Unidirectional Water Main Flushing Programs.
- Reservoir Cleaning, Disinfection, and Inspection.
- Domestic Water Flow testing and Data Logging for Water Model Calibration
- Pipeline Pigging - Cleaning of Domestic Water Mains, Sewer Force Mains, Siphon Mains, and Industrial Product Pipelines. Renew Pipelines and Reduce Pumping Costs.



PROPOSAL
City of San Fernando
Sanitary Sewer Master Plan Development

CCTV Inspection



National Plant Services, Inc. was incorporated in 1981. It is a wholly-owned affiliate of the Carylton Corporation, Chicago, Ill. Founded in 1949, The Carylton Corporation is the nation's oldest, largest, privately-held sewer maintenance contractor. The Carylton Corporation has 17 "sister" companies located across the United States. No other sewer and storm drain maintenance and study/investigating contractor can match the resources and experience and equipment that can be provided by the Carylton companies.

National Plant Services, Inc. is headquartered at 1461 Harbor Avenue, Long Beach, CA. Our facility is a full-service operation - housing Administration, Accounting, Operations and Maintenance. All personnel and equipment required to perform this work will be dispatched and managed from this location. Representatives of Hall & Foreman and the City of San Fernando are invited to visit our headquarters in Long Beach to inspect our facility and our fleet at any time. National Plant Services, Inc. operates as a full-service sewer and storm drain cleaning, inspections and maintenance contractor. National Plant Services, Inc. has been providing these services to cities, counties, sanitation districts, developers, contractors and industries in 11 Western States since 1981. National Plant Services, Inc. operates 24 hours per day, 7 days per week, providing emergency vacuum, jetting and other cleaning and inspection services. National Plant Services owns all the equipment and has all the personnel necessary to meet all specifications and requirements and to perform this work to the complete satisfaction of the City of San Fernando.


PROPOSAL
**City of San Fernando
Sanitary Sewer Master Plan Development**
SECTION 2: QUALIFICATIONS
Key Contact Persons
Yazdan (Yaz) T. Emrani, P.E.

Project Manager

Summary: Mr. Emrani is a Registered Professional Engineer with over 25 years of experience in a vast array of Civil Engineering and GIS projects. Mr. Emrani's experience includes performing comprehensive Sanitary Sewer System Evaluations, developing Sewer Master Plans, performing Hydraulic Modeling of Sewer Systems, WDR audits, developing SSMPs, , and performing Rate Studies for clients throughout United States as well as here in California. Mr. Emrani's experience also includes developing and integrating GIS applications for these systems. He has performed many WDR and SSMP development projects throughout Southern California. Mr. Emrani has an in-depth knowledge of WDR regulation which enables him to navigate his clients through this process successfully. Additionally, he has performed asset management projects and developed Computerized Maintenance Management Systems (CMMS) for all public works infrastructure. Mr. Emrani also has extensive design experience for sanitary sewer systems, Storm Drain Systems, and Water Systems. Mr. Emrani will serve as the day to day Project Manager for this project.

Jon Bourgeois, P.E.

Principal-In-Charge

Summary: Mr. Bourgeois' career spans over 35 years in the field of public works engineering. His responsibilities entail project management, design, and plan checking activities for diverse public works projects. Mr. Bourgeois has broad-based experience in project management, design of public works projects, preparation of project specifications and bid documents, cost estimates, right-of-way engineering, contract administration and inspection. This experience allows him to function with technical hands-on leadership. His extensive experience more specifically includes streets, highways, storm drains, sewer and water facilities, and other public works infrastructure components.

Bob Brandom, P.E., LEED Green Associate

Project Engineer

Summary: Mr. Brandom has over 25 years of experience in the planning and design of wastewater, water systems, and associated infrastructure. He has managed and developed sanitary sewer master plans, sanitary sewer management plans, and sewer/lift station feasibility studies. He has managed and designed pipelines, sewers, reservoirs, wells, pump stations, lift stations, and other system infrastructure. He is current on California WDR regulations and is well versed in hydraulic modeling. Mr. Brandom will be involved with several tasks including examining City's current Master Plan and its associated hydraulic modeling for adequacy.

Lihong Zhang, E.I.T

GIS Analyst/Programmer

Summary: Mr. Zhang has over 18 years of experience in environmental and watershed management and Geographic Information System (GIS) with a strong background in GIS analysis, data conversion and extraction, and sanitary sewer system regulations.



HFI Experience

HFI has experience and technical expertise in the fields of water resources including sewer, water, and storm drain master planning, public works design, land survey and mapping, **GIS**, traffic engineering, hydrology and hydraulic engineering, WQMP and SWPPP preparation, and construction management. It is our philosophy to serve as an extension of agency staff. Our goal is to assist in all elements of a project - from the initial planning stages through completion of construction. As part of a public agency team, we understand the importance of project communication, coordination, and working with the financial considerations of each project to make it a success.

**PROPOSAL**

City of San Fernando
Sanitary Sewer Master Plan Development




Relevant Experience of the Firm

Contact (Reference)	Project Description	HFI Team Members
City of San Fernando SSMP Development  Ron Ruiz, Public Works Director 117 Macneil St., San Fernando, CA 91340 (909) 802-7406	This project was a fast tracked project to ensure City of San Fernando comes into compliance with the WDR regulations and avoids any penalties from the State and Regional Water Boards. HFI worked closely with City of San Fernando's Public Works Department to develop a comprehensive SSMP. Project also included conducting interviews with staff. The Final SSMP was delivered to the City in early June and was adopted by the City Council on June 17, 2013.	Project Manager: Yazdan Emrani, P.E. (714) 665-4522 Project Engineer: Robert Brandom, P.E., LEED Green Associate (714) 665-4500
City of Pomona WDR Gap Analysis Audit and Compliance Report  Norbert Baldonado, Wastewater System Superintendent, 505 S. Gary Ave., Pomona, CA 91766 (909) 620-2260	HFI worked closely with City of Pomona's utility division in reviewing all WDR related documents including their SSMP and sewer master plan. Project also included conducting interviews with staff and provided workshops on the latest WDR regulations. Utilizing State Water Resources Control Board's Audit Checklist, HFI did a comprehensive evaluation of City's existing WDR compliance and submitted his recommendations in a draft report to the City in October 2012. The Final Report was completed and submitted to the City in November 2012.	Project Manager: Yazdan Emrani, P.E. (714) 665-4522 Project Engineer: Robert Brandom, P.E., LEED Green Associate (714) 665-4500
Sewer Master Plan Updates and Development Sub-Area Master Plans Yorba Linda Water District  Ariel Bacani, Engineering Technician, Yorba Linda Water District, 1717 E. Miraloma Ave., Placentia, CA 92870 (714) 701-3111	As the District Engineer, HFI developed and updated Yorba Linda Water District's Sewer Master to evaluate system performance and impacts of new development beginning in the 1960's and continuing to the present. The District's sewer system includes four lift stations and approximately 150,000 linear feet of sewers. The latest sub-area master plan updates evaluated a flow diversion concept and the impacts of new flows from developments eligible for District annexation. As an example, Pulte Homes, by an agreement with Yorba Linda Water District, contracted with HFI to prepare a sub-area master plan that included three drainage areas tributary to the District. The report analyzed system deficiencies resulting from flows from the annexed development area. Capital costs were developed for shared participation between the developers and the District.	Project Manager: Jon Bourgeois, P.E. (714) 665-4516

**PROPOSAL**

City of San Fernando
Sanitary Sewer Master Plan Development



**Sample of Mr. Yaz Emrani's Personal Sewer Master Plan/WDR/SSMP Projects
Within the Last Five Years**

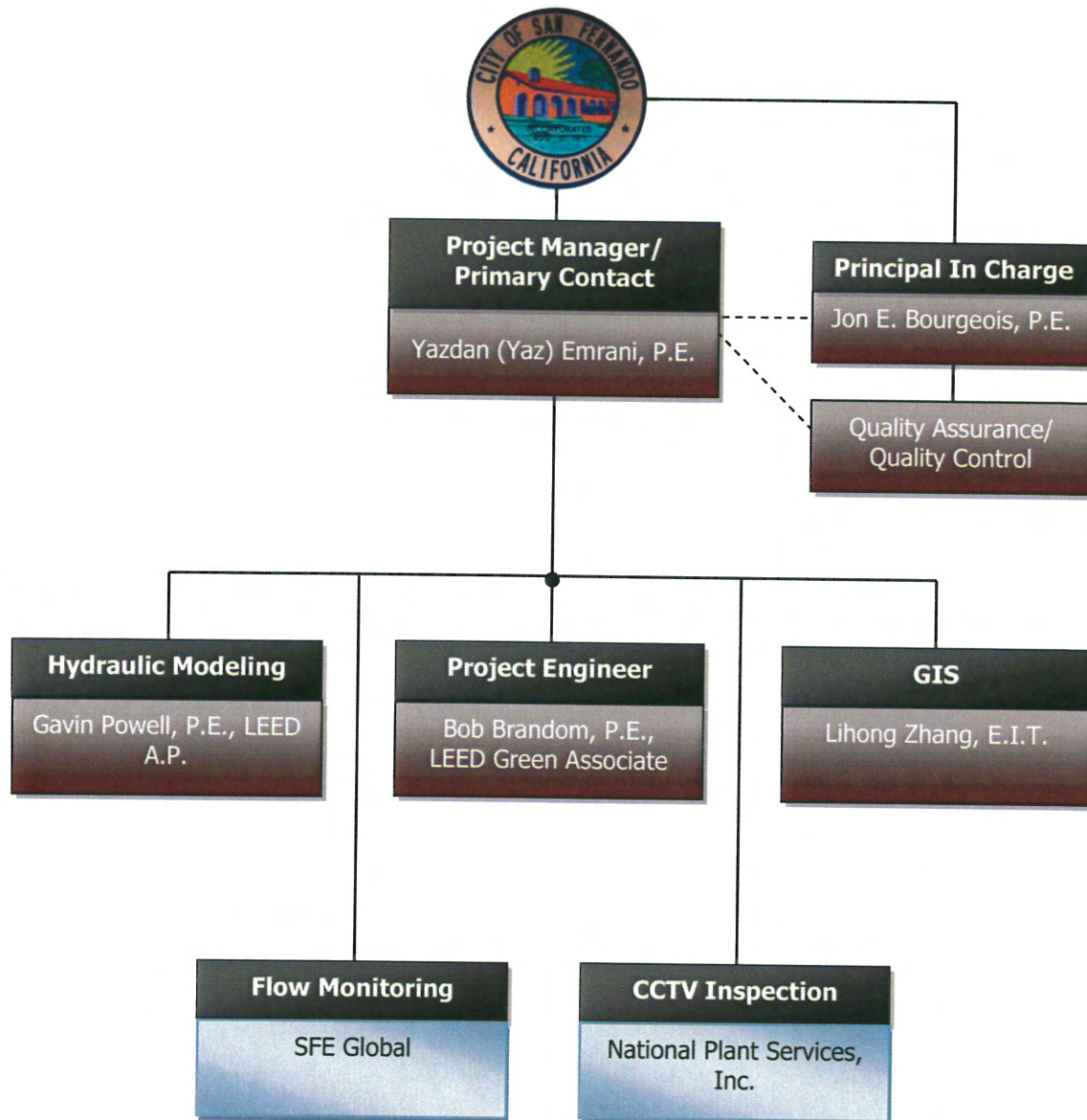
Client/Project Name	Project Description	HFI Team Members
<p>Bell Gardens, CA GIS Based Wastewater Master Plan</p>  <p>Mr. John Oropeza Assistant City Manager 7100 Garfield Ave., Bell Gardens, CA 90201, (562) 806-7770</p>	<p>The project consists of digitizing of all wastewater lines, scanning of all wastewater as-builts and georeferencing them with each other as well as geocoding the wastewater lines with the City's parcel and centerline landbase. The project also involved CCTV inspection and developing a GIS based hydraulic model. The final product included a comprehensive master plan that projected the City's growth and its sewer demands for the next 20 years, as per the City's General Plan, including a rehabilitation schedule for the upgrade of its sewer lines. Additionally, the project also included delivering a GIS application that allows users to query, and generate maps and reports in an automated and user-friendly manner.</p>	<p>Project Manager: Yazdan Emrani, P.E. (714) 665-4522</p>
<p>Montebello, CA GIS Based Wastewater Master Plan</p>  <p>Mr. Tom Melendrez, P.E., City Engineer, 1600 W. Beverly Blvd., Montebello, CA 90640, (323) 887-1460</p>	<p>The project consisted of digitizing of all wastewater lines, scanning of all wastewater as-builts and georeferencing them with each other as well as geocoding the wastewater lines with the City's parcel and centerline landbase. The project also involved CCTV inspection and developing a GIS based hydraulic model. The final product included a comprehensive master plan that projected the City's growth and its sewer demands for the next 20 years, as per the City's General Plan, including a rehabilitation schedule for the upgrade of its sewer lines. Additionally, the project also included delivering a GIS application that allows users to query, and generate maps and reports in an automated and user-friendly manner.</p>	<p>Project Manager: Yazdan Emrani, P.E. (714) 665-4522</p>
<p>South El Monte, CA SSMP & Sewer Master Plan Development</p>  <p>Mr. Anthony Ybarra City Manager, 11333 Valley Blvd., South El Monte, CA 91731, (626) 579-6540</p>	<p>This was a comprehensive multi-year project which encompassed helping the City of South El Monte with the WDR regulations as well as developing a comprehensive SSMP for them. The project included an audit/gap analysis of existing City products and efforts, followed by an SSMP development phase. The project also included developing an SSMP that incorporated current City policies, procedures, programs, and ordinances, while identifying additional elements needed to achieve the needed compliance under the WDR regulations. Additionally, the project included a GIS data conversion for the sanitary sewer system and developing of a comprehensive Sewer Master Plan for the City of South El Monte.</p>	<p>Project Manager: Yazdan Emrani, P.E. (714) 665-4522</p>

**PROPOSAL**

City of San Fernando
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Additional Related Sewer System Project Experience Within the Last Five Years

Contact (Reference)	Project Description	HFI Team Members
City of Bell Gardens, CA SSMP Development  Mr. John Oropeza Assistant City Manager, 7100 Garfield Ave., Bell Gardens, CA 90201, (562) 806-7770	Mr. Emrani worked closely with City of Bell Gardens' Public Works Department to develop an in-depth SSMP for the City. This SSMP included recommendations for ordinances, FOG, and emergency response, among other elements.	Project Manager: Yazdan Emrani, P.E. (714) 665-4522
City of Carson, CA Waste Discharge Requirements (WDR) Compliance Audit  Farrokh Abolfathi, P.E. Director of Public Works, 701 E. Carson St., Carson, CA 90745 (310) 952-1700, ext. 1811	Mr. Emrani worked closely with City of Carson's utility division in reviewing all WDR related documents including their SSMP and sewer master plan. Project also included conducting interviews with staff and provided workshops on the latest WDR regulations. Utilizing State Water Resources Control Board's Audit Checklist, a comprehensive evaluation of City's existing WDR compliance and recommendations for new ordinances, emergency response plan, and FOG were all part of the draft and final reports.	Project Manager: Yazdan Emrani, P.E. (714) 665-4522
City of Beverly Hills, CA WDR Audit and SSMP  Ken Gettler, Manager - Water and Wastewater, 9298 West 3 rd Street, Beverly Hills, CA 90210, (310) 285-2469	Mr. Emrani worked closely with City of Beverly Hills' water and wastewater department to develop an in-depth SSMP for the City. This SSMP was developed over three separate phases and included recommendations for ordinances, FOG, and emergency response, among other elements.	Project Manager: Yazdan Emrani, P.E. (714) 665-4522
City of Montebello, CA WDR Audit and SSMP  Mr. Tom Melendrez, P.E., City Engineer, 1600 W. Beverly Blvd., Montebello, CA 90640, (323) 887-1460	This was a comprehensive multi-year project which encompassed helping the City of Montebello with the WDR regulations and developing a comprehensive SSMP. The project included an audit/gap analysis of existing City products and efforts, followed by an SSMP development phase. The project also included developing an SSMP that incorporated City policies, procedures, programs, and ordinances, while identifying additional elements needed to achieve the needed compliance under the WDR regulations.	Project Manager: Yazdan Emrani, P.E. (714) 665-4522

**PROPOSAL**City of San Fernando
Sanitary Sewer Master Plan Development**Organization Chart**

**PROPOSAL**

City of San Fernando
Sanitary Sewer Master Plan Development

Individual Resumes

YAZDAN (YAZ) EMRANI, P.E.
Principal In Charge

Education & Registrations

Professional Civil Engineer, CA – #61184
Syracuse University, New York, B.S - Civil Engineering
University of Maryland at College Park, M.S. - Civil Engineering

Affiliations/Associations

Past President, American Society of Civil Engineers, Orange County Branch
Past President, University of California Irvine, Civil and Environmental Engineering Affiliates
Instructor, University of California Irvine, GIS Certificate Program
Co-Chair, ASCE's California Infrastructure Report Card Executive Committee

Professional Experience

Mr. Emrani has over 26 years of civil engineering and GIS experience in both the public and private sectors. Mr. Emrani has a strong background in planning, design, and construction management of infrastructure improvements for various public and private clients. He has been responsible for the planning, design, and construction management of buildings, water distribution systems, water well, water storage tanks, wastewater collection systems, wastewater pumping stations, wastewater treatment plants, and storm drainage systems. Additionally, he has performed studies and master plans for water and wastewater systems including performing future growth and water and wastewater rate analysis. Mr. Emrani has prepared static and dynamic computer models of water distribution systems to determine the effects of proposed improvements and to verify sizing requirements. He has also performed hydraulic capacity analysis and hydraulic modeling projects for wastewater systems. Mr. Emrani's GIS experiences include GIS needs assessment, database design, and data conversion.

Prior to joining Hall & Foreman, Inc. Mr. Emrani was the Director of Public Works for Monterey County where he was responsible for managing and directing a staff of 180 and 10 divisions including Engineering Design, Road and Bridge Maintenance, Construction, Development Services, Transportation and Traffic Engineering, Special Districts (Water, Wastewater, lighting and landscaping), Stormwater Management, Facilities, Fleet, Architectural Services, and Real Estate Services with a total annual budget of \$150 M.

Project Experience**Sewer System Management Plan (SSMP) – San Fernando, CA.**

This project is a fast tracked project to ensure City of San Fernando comes into compliance with the WDR regulations and avoids any penalties from the State and Regional Water Boards. HFI has been working closely with City of San Fernando's Public Works Department to help them become compliant with the WDR regulations. HFI has obtained an extension for the City from State Water Resources Control Board and is finalizing the SSMP development for the City. Project also includes conducting interviews with staff and provided workshops on the latest WDR regulations. The Final Report will be completed and submitted to the City in April 2013.

GIS Based Wastewater Master Plan – Montebello, CA. - Mr. Emrani was the Project Manager for this comprehensive and innovative project. The project consisted of digitizing of all wastewater lines, scanning of all wastewater as-builts and georeferencing them with each other as well as geocoding the wastewater lines with the City's parcel and centerline landbase. The project also involved CCTV inspection and developing a GIS based hydraulic model. The final product included a comprehensive master plan that projected the City's growth and its sewer demands for the next 20 years, as per the City's General Plan, including a rehabilitation schedule for the upgrade of its sewer lines. Additionally, the project also included delivering a GIS application that allows users to query, and generate maps and reports in an automated and user-friendly manner.

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GIS Based Wastewater Master Plan – Bell Gardens, CA. - Mr. Emrani was the Project Manager for this comprehensive and innovative project. The project consists of digitizing of all wastewater lines, scanning of all wastewater as-builts and georeferencing them with each other as well as geocoding the wastewater lines with the City's parcel and centerline landbase. The project also involved CCTV inspection and developing a GIS based hydraulic model. The final product included a comprehensive master plan that projected the City's growth and its sewer demands for the next 20 years, as per the City's General Plan, including a rehabilitation schedule for the upgrade of its sewer lines. Additionally, the project also included delivering a GIS application that allows users to query, and generate maps and reports in an automated and user-friendly manner.

WDR Gap Analysis and Compliance Report - Pomona, CA As Project Manager, Mr. Emrani worked closely with City of Pomona's utility division in reviewing all WDR related documents including their SSMP and sewer master plan. Mr. Emrani also conducted interviews with staff and provided workshops on the latest WDR regulations. Utilizing State Water Resources Control Board's Audit Checklist, Mr. Emrani did a comprehensive evaluation of City's existing WDR compliance and submitted his recommendations in a draft report to the City in October 2012. The Final Report was completed and submitted to the City in November 2012.

San Jerardo Sewer System Improvements, Monterey County, CA As Director of Public Works, Mr. Emrani was responsible for obtaining a \$2 M grant from the State Water Resources Control Board for the design and construction improvements to the San Jerardo's sanitary sewer system. This project is under design with Construction slated to be completed in 2013.

Wastewater, Water, and Recycled Water Master Plan – Rialto, CA. Mr. Emrani was the Project Manager for this comprehensive and innovative project. The project consisted of digitizing of all wastewater, water, and recycled water lines, scanning of all wastewater, water, and recycled water as-builts and georeferencing them with each other. Additionally, all wastewater, water, and recycled water assets were geocoded with the City's parcel and centerline landbase. The project also involved flow monitoring, CCTV inspection and developing a GIS based hydraulic model for all three systems. The project also consisted of doing rate studies for both wastewater and water systems. The final product included a comprehensive master plan that projected the City's growth and its sewer demands for the next 20 years, as per the City's General Plan, and developed a rehabilitation schedule for the upgrade of its wastewater, water, and recycled water lines.

GIS Based Wastewater Master Plan – La Puente, CA. Mr. Emrani was the Project Manager for this comprehensive and innovative project. The project consisted of digitizing of all wastewater lines, scanning of all wastewater as-builts and georeferencing them with each other as well as geocoding the wastewater lines with the City's parcel and centerline landbase. The project also involved flow monitoring, CCTV inspection and developing a GIS based hydraulic model. The final product included a comprehensive master plan that projected the City's growth and its sewer demands for the next 20 years, as per the City's General Plan, and developed a rehabilitation schedule for the upgrade of its sewer lines. Additionally, the project also included delivering a GIS application that allows users to query, and generate maps and reports in an automated and user-friendly manner.

GIS Based Sanitary Sewer Hydraulic Modeling – Whittier, CA. Mr. Emrani was the Project Manager for this unique and innovative project. The scope included evaluating the hydraulic and structural adequacy of the sanitary sewer system for a portion of historic downtown area to determine feasibility of a proposed redevelopment project. The project tasks included digitizing and mapping of the sewer system as well as modeling it for capacity and structural adequacy purposes. Utilizing a combination of GIS as well as field investigation such as closed circuit TV inspection, a comprehensive GIS based hydraulic modeling was performed and a report detailing the recommendations were submitted to the City, accordingly.

Sewer Hydraulic Modeling - City of Anaheim, CA. Mr. Emrani was the project manager for developing a hydraulic model of a portion of downtown Anaheim designated for redevelopment by the Anaheim Redevelopment Agency. In this effort a study was done on all proposed developments in the study area to determine if the sanitary sewer system had the capacity for handling additional flows as the result of the redevelopment efforts. Also included were developing of innovative sewer rehabilitation plans and techniques, such as trenchless technology to provide additional hydraulic capacity, where needed.


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South Coast Water District Wastewater, Water, and Recycled Water Data Conversion – Laguna Beach, CA. Mr. Emrani was the Project Manager for this comprehensive data conversion project which was a recommendation that was developed as part of the District's GIS Implementation Plan. The project consisted of digitizing all wastewater, water, and recycled water facilities within the District's service area which includes portions of cities of Laguna Beach, Dana Point, and San Clemente. Additionally, the project involved designing and building a comprehensive database to capture the attribute information for the aforementioned systems. The project also involved developing a series of custom GIS applications to query, generate maps and reports for the three previously mentioned systems.

Sewer System Survey & Design for Long Beach Unified School District, Long Beach, CA Mr. Emrani was the Project Manager for this comprehensive sewer system survey and design project. The project consisted of performing CCTV inspection of over one million linear feet of sewer pipes for all 101 campuses within the Long Beach Unified School District. The project also included additional field investigation, analysis and development of plans for needed sewer pipe replacements.

GIS Based Sewer Rate Study - La Puente, CA. Mr. Emrani was the Project Manager for this follow-up project to the wastewater master plan project. The project consisted of developing a comprehensive rate study by type of dwelling and developing a comprehensive financing plan to implement the recommendations of the Wastewater Master Plan's CIP schedule.

Hydraulic Modeling of Central Business District (CBD) – New Orleans, LA. Mr. Emrani served as Project Manager for this study to determine the existing and needed future hydraulic capacity of the sewer system in the CBD. The study was performed to determine if there was adequate capacity to serve the needs of the proposed casino and additional developments in the CBD area. The project involved field activities such as manhole inspections, flow monitoring, smoke testing, and surveying to establish the physical characteristics of the sewer interceptors along Canal Street. Project work also included hydraulic modeling of these interceptors using XP SWMM.

Water & Wastewater Master Plan Development – Alvin, TX. Mr. Emrani served as Project Director for this comprehensive study, which consisted of the development of a master plan for both water and wastewater. The plan would also identify the system needs for a 20-year planning period, develop a 10-year capital improvement plan, develop funding and pricing recommendations including a cost of service model for future use, and develop and implement an overall GIS system.

Sanitary Sewer Evaluation Survey (SSES) – New Orleans, LA. Mr. Emrani was Project Manager for this first ever EPA-mandated SSES in New Orleans. The project consisted of flow monitoring, smoke testing, manhole inspection, and other SSES activities to determine the extent of infiltration/inflow in the Lakeview section of New Orleans. The scope of work also included the calibration of all pump stations, hydraulic modeling of the system, and the development of a GIS base map for the sewers in the study area.

Waste Discharge Requirements (WDR) Compliance Audit – Lemon Grove, CA. The project included an audit/gap analysis of existing City products and efforts, followed by an SSMP development phase. The project also included developing an SSMP that incorporated City policies, procedures, programs, and ordinances, while identifying additional elements needed to achieve the needed compliance under the WDR regulations.

Waste Discharge Requirements (WDR) SSMP Development – Encinitas, CA. The project included an audit/gap analysis of existing City products and efforts, followed by an SSMP development phase. The project also included developing an SSMP that incorporated City policies, procedures, programs, and ordinances, while identifying additional elements needed to achieve the needed compliance under the WDR regulations.



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JON E. BOURGEOIS, P.E.
Principal In Charge – QA/QC

Education & Registrations

Northern Arizona University, B.S. – Civil Engineering
Professional Civil Engineer, CA – #30242

Professional Experience

Mr. Bourgeois' career spans over 35 years in the field of public works engineering. His responsibilities entail project management, design, and plan checking activities for diverse public works projects. Mr. Bourgeois has broad-based experience in project management, design of public works projects, preparation of project specifications and bid documents, cost estimates, right-of-way engineering, contract administration and inspection. This experience allows him to function with technical hands-on leadership. His extensive experience more specifically includes streets, highways, storm drains, sewer and water facilities, and other public works infrastructure components.

Project Experience

El Cajon Sewer Capacity Relief, Yorba Linda Water District: (Principal in Charge) Mr. Bourgeois led HFI's effort on this award winning project. HFI prepared a preliminary design report including flow monitoring of 12 manholes and hydraulic analysis, plans, and specifications, and handled construction management and inspection services for the construction and replacement of existing sewer segments within the District's Drainage area.

The Ranch Plan – Planning Area 1, Sewer & Water Master Plan, Rancho Mission Viejo, City of San Juan Capistrano: As Project Manager, Mr. Bourgeois led HFI's team on the detailed analysis of the proposed water, non-domestic water, and sewer master plan systems in Planning Area 1 (PA-1) for "The Ranch Plan" community. PA-1 is approximately 560 acres consisting of Estate lots, single family homes, multi-family townhomes, apartments, a community park, and a retail center. The analysis included creation H2ONet hydraulic models of the domestic and recycled water systems, which were then used to evaluate and size system components.

Ladera Plan of Works Report and Master Plan, Rancho Mission Viejo, San Juan Capistrano, CA: (Project Manager/PIC) Mr. Bourgeois managed the HFI team on the preparation of the Plan of Works Report. The proposed development contained 1,423 planned dwelling units, 10 acres of parks, and community facilities. The study was intended as a detailed engineering analysis to size the backbone and neighborhood water, non-domestic water, and sewer lines serving two pressure zones. The water modeling was created using H2ONet, and the sewer modeling was created using Autosewer.

Locke Ranch Trunk Sewer, Yorba Linda Water District: (Project Manager) Mr. Bourgeois led HFI's team that evaluated the probable cause of effluent exiting through a manhole. HFI provided videotaping, evaluation of flows within the tributary area through monitoring manhole flows and modeling the results to determine the extent of the surcharged system. HFI prepared a project design report that included evaluating the various rehabilitation methods, the recommendation to replacement the undersized main and lining other segments, and phasing of the construction. The replacement segment was designed to minimize disruption within a major arterial, within an elementary school play field and under residential properties. Over 4,000 ft. of 15-inch VCP sewer main was constructed, 800 ft. of Insituform lining was installed and 250 ft. of 36-inch casing was jacked; all without disruption to the users. HFI carried out the construction management and inspection. The project was delivered to the District below budget and before the school year began.

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Sanitary Sewer Master Plan Development****BOB BRANDOM, P.E.
Project Engineer****Education & Registrations**

University of Houston, B.S. - Civil Engineering
University of Texas, B.S. - Advertising with Journalism minor
Professional Civil Engineer, CA - #50040

Professional Experience

Mr. Brandom has over 25 years of experience in the planning and design of water, wastewater, and recycled water systems and infrastructure. He has managed and developed water, recycled water, and sanitary sewer master plans, urban water management plans, water supply assessments, well and reservoir siting studies, sewer inflow and infiltration studies, sanitary sewer management plans, sewer/lift station feasibility studies, and recycled water system feasibility studies. He has managed and designed pipelines, sewers, reservoirs, wells, pump stations, lift stations, and other system infrastructure. He is well versed in hydraulic system analysis and modeling.

Project Experience

Sanitary Sewer Master Plan; City of San Juan Capistrano, CA: (Project Manager) Project included flow monitoring at 12 locations; CCTV inspection of 11 miles of sewers; inspection of 150 manholes; development and calibration of a H2OMAP Sewer model; evaluation of system hydraulic capacity; system I/I evaluation based on wet-weather flow data; identification and prioritization of system defects; development of project costs; and an evaluation of City requirements regarding CMOM regulations. A 15-year CIP and a financing plan were developed.

Municipal Sewer Master Plan; City of Hawthorne, CA: (Project Manager) Project included flow monitoring at 20 locations; CCTV inspection of 49 miles of sewers, inspection of 400 manholes; development of GIS sewer system mapping; development and calibration of a H2OMAP Sewer model; evaluation of system hydraulic capacity; system I/I evaluation based on wet-weather flow data; identification and prioritization of system defects; development of project costs; and development of a 15-year CIP.

On-Call Hydraulic Modeling; City of San Juan Capistrano, CA: (Project Manager) Utilized the H2OMap Sewer hydraulic model developed and calibrated as part of the 2004 Sanitary Sewer Master Plan to evaluate sanitary sewer flows from new City development projects on an on-call modeling contract.

South Metro Sewer Interceptor Analysis; City of San Diego, CA: (Project Engineer) Studied relief strategies for the San Diego South Metro Interceptor System to minimize interceptor surcharges through pipeline improvements and the diversion of wastewater to a proposed treatment plant in south San Diego. Hydraulic Modeling software was utilized to analyze various diversion and pipeline improvement alternatives. A phased improvement program including treatment plant phasing was developed.

Hydraulic Model Update, Analyses and Annual Services, City of Torrance: (Project Manager) The City's H2ONet hydraulic model of their water system was updated and calibrated and then hydraulic analyses or mapping projects were conducted via an on-call contract. Analyses included evaluating system performance with a supply source or pipeline out of service; with modifications to system facilities; with new wells and/or pumping plants.

On-Call Modeling Services, City of Huntington Beach: As Project Manager, performed hydraulic analyses of the City's water system with the City's H2ONET hydraulic model via an on-call modeling services contract that lasted from 2001 through 2004. Projects included evaluating system performance with a temporary shut-down of a supply source and/or a transmission main and with new development projects; and recommending construction phasing for large transmission main projects.



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McClellan Park Sewer Master Plan Update, County of Sacramento, CA: (Project Engineer) Developed a sewer master plan update for the 2,900-acre McClellan Business Park to be developed on the previous McClellan Air Force Base. Wastewater flows were developed from project flow monitoring. Sewers were realigned and deepened in order to eliminate 19 small lift stations. Large lift stations were recommended for upgrading or replacement based on condition and capacity assessments.

Ladera Ranch Sewer Alternatives Study; Santa Margarita Water District, CA: (Project Engineer) Studied nine alternatives to convey and treat sewage from the Ladera Ranch planned community. The analysis considered force main and gravity alignments and expansion of the existing treatment plant versus building a new plant or buying treatment capacity in other plants. Recycled water as a local resource, environmental constraints, total cost, pumping energy, and public acceptance were some of the weighted issues used to recommend a treatment and conveyance alternative.

Wastewater Facilities Master Plan for Boone, Campbell, and Kenton Counties; Sanitation District No. 1 of Northern Kentucky; Campbell County, KY: (Project Engineer) Analyzed 125 sewer sheds for inflow and infiltration. Analyzed data for 225 flow monitoring sites. Investigative program included smoke-testing (17,000 properties smoked), dye-testing, field/manhole investigations, and sewer CCTV. An XP-SWMM model was developed and the existing and future systems analyzed. Quantification of I/I was used to estimate optimum level of source removal with the remaining I/I transported and treated at system plants. A 20-year rehabilitation and capital improvement program was developed.



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GAVIN POWELL, P.E., LEED AP
Hydraulic Modeling

Education & Registrations

Oregon State University, B.S. – Civil Engineering
Professional Licensed Civil Engineer, CA - #67187
Leadership in Environmental & Energy Design (LEED) New Construction Accredited Professional

Professional Experience

Mr. Powell has extensive management and hands-on civil engineering experience. He provides oversight for a variety of services that include the development of sewer, water, storm drain, signing and striping, and street improvement plans. He has been instrumental in determining quantity and cost estimates as well as special provisions and technical specifications as part of the bid documents. Mr. Powell is responsible for leading computer aided drafting teams and is familiar with AutoCAD, Land Desktop, Civil 3D, and a variety of design programs including H2Onet, SewerCAD, FlowMaster, PondPack, Bonadiman Civil Design software(s), and a variety of other Hydrology and Hydraulic design softwares. He works closely with HFI's water quality experts to ensure proper mitigation measures and BMP's are implemented in the design of a project. Mr. Powell also supports HFI's water quality team in preparing the necessary calculations and exhibits for inclusion with WQMP's, SWPPP's, and other related documentation.

Project Experience

The Ranch Plan, Sewer & Water Master Plan, Rancho Mission Viejo: (Project Engineer) Mr. Powell was instrumental in creating, operating, analyzing, and revising the computer models used to simulate and design the proposed water, non-domestic water, and sewer master plan systems within Planning Area 1 (PA-1) of "The Ranch Plan" community. PA-1 is located at the existing intersection of Ortega Highway and Antonio Parkway/La Pata. PA-1 consists of approximately 560 acres and includes estate lots, single family homes, multi-family townhomes, apartments, a community park, and a retail center. Ultimately, the information provided by Mr. Powell's analysis was compiled along with supplemental exhibits, narratives, and supporting documentation into the PA-1 Plan of Works Report (PWR) for review and approval by the Santa Margarita Water District (SMWD).

Renaissance Ranch, Riverside County: (Project Manager/Project Engineer) This 130-acre infill site is located in unincorporated Riverside County. It is designed to include 354 dwelling units and five active parks including a central pool, spa, and community building. HFI was responsible for the land planning and final design of Tentative Tracts 31485 and 31210, including the community parks, and various offsite improvements. Mr. Powell was involved in all project design components including rough and precise grading, street, sewer, water, recycled water, storm drain, and water quality. Sewer and water improvements serving the project were based on hydraulic analysis performed by Mr. Powell and his design team. The analysis was submitted to the Elsinore Valley Municipal Water District (EVMWD) for approval prior to final design. Off-site sewer improvements included construction of a sewer flow monitoring station to be used as part of a 'fair share' agreement from the neighboring developers.

Ladera Ranch Water and Wastewater, Orange County: (Project Engineer) Mr. Powell assisted in preparing the Plan of Works Reports (PWRs) for Phase 4, Phase 5, and Covenant Hills within the Ladera Ranch master planned community. Specifically, Mr. Powell performed the hydraulic modeling/analysis to support the recommendations made in the PWR. The PWR's provided a detailed engineering analysis to size the backbone and neighborhood water, non-domestic water, and sewer lines serving two pressure zones.

Marr Ranch Tract 5207, Simi Valley: (Design Engineer) Mr. Powell was involved in the preparation of the Plan of Works Report (PWR), site planning, entitlement, grading, and infrastructure design for this residential development project. The project included 225 hillside residential lots in Simi Valley and resulted in 2.5 million cubic yards of earthwork. Engineering services included hydrology analysis; hydraulic analysis; subdivision mapping; and development of grading, street, storm drain, sewer, and water improvement plans. Additionally, HFI was involved with the design of a new pump station as well as an upgrade to an existing pump station that serviced two existing water storage tanks. Mr. Powell was heavily involved with the hydraulic modeling for both the sewer and water systems that served the project.

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Alipaz Trunk Sewer Relief, San Juan Capistrano: (Project Manager) Mr. Powell provided guidance and hands-on involvement to the team that prepared plans to increase the hydraulic capacity of an existing 21" diameter trunk sewer line along the San Juan Creek levee by replacing it with a 24" diameter line. Significant challenges were overcome to determine the optimal design for the proposed pipeline. These challenges required a hydraulic analysis be conducted to evaluate various alternatives of pipe material, slope, and size. Mr. Powell developed a number of design alternatives, including an option of two siphons to avoid existing storm drain conflicts. With Mr. Powell's leadership, a design was achieved that avoided the use of any siphons and eliminated the need to perform utility relocations.

Central Plant and Campus Infrastructure for Campus Modernization Projects, Cerritos Community College: (Project Manager) Mr. Powell has been involved with many projects on the Cerritos Community College campus. Specifically, he managed HFI's design team for the Central Plant and Campus Infrastructure project. He was heavily involved with the preliminary analysis and evaluation of existing infrastructure on the campus. The analysis was used to develop a schematic infrastructure plan for the overall campus improvements. Sewer modeling was performed using the SewerCAD software, while water modeling utilized Bentley's H2Onet software. Analysis was performed to model build-out conditions, and recommend infrastructure improvements accordingly. The unique phasing of the project presented a number of challenges for the design team that were overcome with Mr. Powell's leadership.

Sewer System Modifications, Cypress: (Project Engineer) Mr. Powell assisted in the preparation of the improvement plans to modify the sewers at the intersection of Cerritos Avenue and Florence Street to decrease the number of confluences, realign the 90-degree and 180-degree turns in the system, and to increase slopes. The project required coordination with the Orange County Sanitation District (OCSD) and the City of Cypress.

Mulligan Family Fun Center - Spray Park, Murrieta: (Project Manager) HFI was the civil engineer and surveyor on this design-build project. The project is located within the Mulligan Family Fun Center in the City of Murrieta and consists of demolishing the "Blaster Boat" attraction, and replacing it with the "Spray Park" water slide attraction. Mr. Powell led the design team that prepared the rough and precise grading plans, as well as the storm drain, sewer, water, horizontal control, and erosion control plans for the project. A detailed analysis of the existing sewer and water infrastructure was performed to demonstrate existing service lines had the capacity to serve the new "Spray Park" attraction.

**PROPOSAL****City of San Fernando
Sanitary Sewer Master Plan Development****LIHONG ZHANG, E.I.T.
GIS Analyst/Programmer****Education & Registrations**

M.S. Watershed Management, University of Arizona

B.S.C.E Water and Soil Conservation, Norwest Forest College, China

Professional Experience

Mr. Lihong Zhang has over sixteen (16) years of experience in GIS with a strong background in GIS programming, design and development of GIS application, data conversion, and GIS methodology research. He has participated in developing GIS application for sewer systems, hydrologic simulation, wildlife habitat analysis, integrated management and proofing system, and public works infrastructure.

Project Experience

GIS Based Sewer Master Plan – Montebello, CA: Mr. Zhang was the GIS Manager for sewer system database design and creation, system digitizing, attribute extraction, conductivity check, and water consumption address matching for the above mentioned projects. In order to improve work efficiency, a special tool set was also developed, which included auto assign manhole ID, auto digitizing lateral, upstream flow tracing, downstream flow tracing, and connectivity checks. In addition, user friendly used applications were also developed for each project for custom convenient data access, data query, and flow tracing.

GIS Based Sewer Master Plan – La Puente, CA: Mr. Zhang was the GIS Manager for sewer system database design and creation, system digitizing, attribute extraction, connectivity check, and water consumption address matching for the above mentioned projects. In order to improve work efficiency, a special tool set was also developed, which included auto assign manhole ID, auto digitizing lateral, upstream flow tracing, downstream flow tracing, and connectivity checks. In addition, user friendly used applications were also developed for each project for custom convenient data access, data query, and flow tracing.

GIS Based Sewer Master Plan – Bell Gardens, CA: Mr. Zhang was the GIS Manager for sewer system database design and creation, system digitizing, attribute extraction, connectivity check, and water consumption address matching for the above mentioned projects. In order to improve work efficiency, a special tool set was also developed, which included auto assign manhole ID, auto digitizing lateral, upstream flow tracing, downstream flow tracing, and connectivity checks. In addition, user friendly used applications were also developed for each project for custom convenient data access, data query, and flow tracing.

GIS Based Sewer Master Plan – Maywood, CA: Mr. Zhang was the GIS Manager for sewer system database design and creation, system digitizing, attribute extraction, connectivity check, and water consumption address matching for the above mentioned projects. In order to improve work efficiency, a special tool set was also developed, which included auto assign manhole ID, auto digitizing lateral, upstream flow tracing, downstream flow tracing, and connectivity checks. In addition, user friendly used applications were also developed for each project for custom convenient data access, data query, and flow tracing.

South Coast Water District GIS Data Conversion – Laguna Beach, CA: This was a comprehensive GIS data conversion and application development project, including database design, data conversion, attribute data population, data migration, network creation, and customized ArcGIS application. As the GIS programmer, Mr. Zhang participated in all aspects of the projects. The specific tasks included obtaining all the atlas sheet and As-Built map; digitize water system and sewer system, and use the most efficient way to populate and transfer attributes to all related layers.



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Subconsultant Experience and References

SFE Global

SFE Global is an industry leader in open channel flow monitoring. We are unsurpassed in our ability to obtain quality flow data from even the most challenging applications. From temporary turn-key sanitary sewer I&I and capacity studies to permanent storm water and CSO monitoring, SFE has the experience and expertise to recommend and implement a program or system to meet your needs. Our proven procedures as well as our data quality control and quality assurance systems are combined with state of the art instrumentation to provide our clients with the best, most reliable technology for any given application and budget. Data collection and data management can be accomplished via manual downloads or wirelessly utilizing cellular, satellite, or radio technology. Our online data management system has capabilities to perform data analysis, rainfall IDF curve generation, pump station flow calculation and a multitude of other useful engineering functions. This system can be interfaced to our clients SCADA systems, SFE wireless flow monitors, or historical client data may be imported and analyzed online.



References

City of Sacramento, CA – Sewer Flow Monitoring. Monitoring of between 25-30 sanitary sewer flow monitoring stations in 2012/2013. SFE responsible for planning, installations, maintenance, data acquisition, data QA/QC, reporting, and site decommissioning.

Gary Gulseth, PE, GE

Senior Engineer
 (916) 808-1412
 ggulseth@cityofsacramento.org

City of Hercules, CA – Sewer Flow Monitoring. Monitoring of four (4) sanitary sewer flow monitoring stations and three (3) lift stations in 2012/2013. SFE supplied equipment and services for installations, maintenance, data acquisition, and reporting.

John J. McGuire C. B. O.

Municipal Services Director
 510-245-6525
 JMcGuire@ci.hercules.ca.us



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SFE Resume

PAUL LOVING
Sr. Project Manager / Operations Manager

Years with SFE Global: 12

Continuing Education

Equipment Manufacturers Courses – Teledyne Isco, HACH/Sigma, Telog Instruments, Campbell Scientific, Detectronic,
Professional Project Management – Camosun College
St John Ambulance First Aid - Level A
Respiratory Protection - Global Training Center
Confined Space Entry - Global Training Center

Experience

Mr. Loving, a Sr. Project Manager and Operations Manager for SFE Global, has extensive experience in all aspects of SFE's business, with a primary focus on our core services of sewer flow monitoring and pipeline pigging. His responsibilities include planning, attending pre-project kick-off meetings, scheduling crews, QA/QC of data, and technical reporting.

Paul has worked all throughout the US and Canada and currently oversees several crews in our California and Washington offices. His experience stems from many years of practical, safety, and "hands on" components of all work related to flow monitoring, data collection, and pipeline pigging for SFE. His background includes over 25 years in construction and trades related fields covering general and specialty construction, safety, field staff management, and project management.

Select Experience:

City of Sacramento, CA - Sr. Project Manager - Provided overall project management including project kick-off meetings, flow monitoring plan development, scheduling, data QA/QC, data delivery, and coordination on 8 separate projects with over 250 flow monitoring stations from 2006-2013

Alameda County, CA – Sr. Project Manager – 45 flow monitoring stations and 40 rain gauge stations all operating on GoData, (www.godata.com) Mr. Loving manages the online data feed and output reporting for all stations. 2011/2012/20013

City of Hercules, CA – Sr. Project Manager – Provided overall project management including project kick-off meetings, flow monitoring plan development, scheduling, and QA/QC, data delivery, and coordination on three (3) semi-permanent flow monitoring stations from 2008-2013


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National Plant Services, Inc.

National Plant Services, Inc., a licensed California contractor, can provide references for various cleaning and inspection projects dating back 30 years. All of the projects listed were completed on-time, on budget and to the complete satisfaction of the customer. This list is provided in order to establish National Plant Services' ability to provide specialized services in a professional manner and complete these project successfully and in to the complete satisfaction of the City of San Fernando.

National Plant Services, Inc., Resumes
DENNIS R. KEENE – PRESIDENT
National Plant Services, Inc., Long Beach, CA
A Carylton Corp. Company

Mr. Keene has been employed by the Carylton Corporation since 1972. He has been General Manager of National Plant Services, Inc. since 1981 and has been President since 1987. Mr. Keene is responsible for coordinating Carylton Corporation efforts in the 11 Western States. Mr. Keene has performed and has been involved with all aspects of the business. He started as a Laborer and has been, at varying times, Laborer, Technician, Operator/Foreman, Superintendent, Operations Manager and General Manager. Mr. Keene has hands-on experience with every piece of equipment operated by National Plant Services, Inc. and is NASSCO-certified.

Mr. Keene has surveyed, bid and managed sewer cleaning and inspections projects for over 28 years in several Western States. He has worked closely with cities and water and sanitary districts throughout California, New Mexico, Utah and Arizona in planning and performing sewer cleaning, closed circuit television inspection and pipe rehabilitation projects. He has a firm understanding of what cities and engineering firms expect from a specialty contractor and has the experience. Mr. Keene has been responsible for bidding and managing all work that National Plant Services has performed for the past 31 years. If awarded this project, Mr. Keene will be the Project Manager.

DUKE BROWN - OPERATIONS MANAGER & SAFETY DIRECTOR
National Plant Services, Inc., Long Beach, CA
A Carylton Corp. Company

Mr. Brown has worked for the Carylton Corporation since 1970. He has hands-on experience and can operate every piece of equipment owned by National Plant Services. Mr. Brown has been a Project Manager and Project Superintendent on hundreds of sewer cleaning and inspections projects in California, Arizona, New Mexico, Utah and several other Western States. Mr. Brown has cleaned and inspected more sewer lines than any other active sewer cleaning professional in Southern California. He is thoroughly knowledgeable and completely professional with every piece of equipment operating in the industry today.

In addition to over 40 years of hands-on experience, Mr. Brown has received professional training in Confined Space Entry and holds 40 Hour Hazwoper Training credentials. Mr. Brown is part of National Plant Services' Safety Team. Mr. Brown has attended the 10 Hour OSHA Construction Safety Training course. Mr. Brown has been the Project Superintendent on all projects listed in the Experience segment of this proposal. Mr. Brown is extremely safety conscious and thoroughly trained in hazard and accident prevention in the field of sewer cleaning. If awarded this project to National Plant Services, Mr. Brown will be Project Superintendent.

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National Plant Services, Inc., References**2012: Costa Mesa Sanitary District, Costa Mesa, CA**

Robin Hamers 949-631-1731; Steve Cano 949-548-7505

2012 Cleaning Program

Project Started: 3/29/12 Project Completed: 06/12/12

Completed Contract Amount: \$233,467.34

No Change Orders issued;

Cleaned 638,000 LF Sewers

All work performed on time, on budget; No Liquidated Damages assessed;

NPS' Project Manager – Dennis Keene; NPS Project Supt. – Daniel Solano

2011: City of San Mateo, San Mateo, CA

Martin Quan 650-522-7330

2011 Citywide Large Diameter Pipe Cleaning

Project Started October 2011 – Work Completed December 2011; Finalized September 2012

Base Contract Amount: \$399,916.00 Final Contract Amount: \$419,953.51

Change Orders issued - 1: material analyzed as a Hazardous;

CO issued to cover increased cost of transportation and disposal of hazardous materials

Cleaned and Inspected 34,000 LF of 24" – 42" diameter sanitary sewers

All work performed on time, on budget; No Liquidated Damages assessed;

NPS' Project Manager – Duke Brown; NPS Project Supt. – Jorge Salas

2010: Bestek Engineering (Los Angeles, CA) – General Contractor

Keith Hyon – 323-879- 9051

L.A. County Department of Public Works – Sewer Maintenance Division – Project Owner

Kari Eskridge - (626) 300-3390

(LADPW JOC Contract 917 – Y0TV091D)

Contract Amount: \$793,000; Final Contract Amount: \$793,000

No Change Orders;

Cleaned and inspected 856,000 LF of 8" – 21" diameter sanitary sewers;

Work Started: July 2010 – Completed: December 2010

All work performed within 180 calendar days;

Work performed on time; No Liquidated Damages

NPS' Project Manager – Rudy Rodriguez; NPS' Project Supt. – Jorge Salas

2010: City of San Jose, San Jose, CA

Mathew Nguyen 408-535-8382

2009-2010 Sewer Condition Assessment

Project Started 02/16/10 – Completed 12/03/10

Contract Bid: \$447,000 – Final Contract Amount; \$447,155.00

One Change Order – to cover cost of additional footage cleaned/inspected

Cleaned and Inspected 364,000 LF of 6" – 42" diameter sewers

All work performed within contract time limits; No Liquidated Damages assessed

NPS' Project Manager – Dennis Keene; NPS Project Supt. – Daniel Solano



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Project Understanding

The City of San Fernando currently maintains a sewer collection system that serves a population of 23,645 residents. As part of this project, the City also would like to CCTV a percentage of its sewer network. The sewer system is made up of approximately 40 miles (215,915 linear feet) of mains and over 800 manholes. The City contracts with the City of Los Angeles for sewage treatment and disposal.

Methodology & Work Plan

SEWER MASTER PLAN

Task 1 - Administration and Management

Task 1.1 Kick-off meeting

The HFI Team will meet with the City's Engineering and Maintenance staff within one week after the City's Notice to proceed to initiate the Sewer Master Plan project. The purpose of this meeting will be to establish clear lines of communications, reviews and refine, if needed, the proposed project scope and schedule, establish general study guidelines, discuss project parameters and constraints and obtain background data.

Task 1.2 Status Meetings

We will hold status meetings on an as needed basis, but will meet with the City's staff at least once a month to discuss the project progress and on-going goals and objectives. The agenda for these meetings will be distributed by HFI at least a week prior to the meeting and the meeting minutes will be distributed for review and approval no later than five business days after the meeting.

Task 1.3 Schedules and Milestones

Once the project starts, we will review and update the project schedule with the City. This includes reviewing all milestones. Our project schedule will allow for adequate City input, review and revision.

Task 2 - Develop GIS Database (OPTIONAL)

Task 2.1 - Existing City Maps and Data

HFI proposes to utilize City's existing wastewater system as-builts and atlas map(s) as source data to create a comprehensive GIS database. In this manner, the as-builts will be scanned and geo-positioned over City's parcel map data. It is our understanding that a) the City has available roughly 25% of all of its sewer as-builts. Furthermore, it is our understanding that the City has also digitized 90% of its existing sanitary sewer system. This information is available in GIS shapefile format. However, what is not known is the accuracy level of the digitized information as well as the level of available attribute data, i.e., depth, diameter, material, invert elevation, etc. for the digitized manholes and line segments. HFI staff will utilize all available data and perform research including contacting L.A. County Department of Public Works and other agencies to gather as much data as possible to complete the digitizing of the remaining line segments and manholes for the sanitary sewer system.

Task 2.2 – Sewer GIS Features Database Design

Database design and development is one of the most significant phases of any GIS based project. Users appreciate the idea of having readily available data, but may resist the requirement to supply data for the database. In other words, a proper balance must be achieved between having too much data and not having enough data. Our strategic planning and programming services ensures that your database project gets off to the right start. Again, based on our assumptions and discussions with the City, as outlined in Task 2.1, we will examine any available GIS attribute database that the City may have and fully utilize its information. If there are limited to no available attribute data, HFI will build a comprehensive geodatabase for all sewer lines and manholes utilizing all available sources of information that the City may have.

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Our project team has extensive experience providing database design services for a variety of needs including municipal utilities. An essential element to providing data conversion services is an understanding of the structure of the data repository and the uses of that data. The project team will utilize the latest entity relationship diagram (ERD) tools to streamline the visualization and modification of the database design. These tools integrate seamlessly with major database management systems such as Microsoft Access and all ODBC compliant databases.

The database design task will ensure that the data conversion process captures the correct information in the correct format.

Metadata Standards

One of the most important parts of a GIS implementation is that of creating a data dictionary composed of metadata. Metadata is essentially data that describes data. Spatial metadata describes the content, quality, condition, use limitations, and other characteristics of a spatial data set. Designing a well-developed database and its associated applications will need developing a well-defined Schema or Metadata. It also documents bibliographic information about a geo-data set, such as who collected the data, when it was collected, how it was collected, preprocessed and converted, and its resolution, which holds the data now, and so on. Metadata is also referred to as additional information that is needed for a spatial data set to be useful. Such information facilitates understanding of the data and its content between the provider and the user. It helps

Users to ensure that a data set meets their needs and that they use the data set appropriately.

Quality Assurance/Quality Control (QA/QC)

A key component of any successful data conversion project is having detailed and comprehensive quality checks and routines in place to guarantee the desired accuracy. Our experienced project team will develop a guide to address the following QA/QC elements in detail:

- Data quality specifications
- Selection/Design of data conversion procedures
- Checking processes
- Determination of performance metrics
- Developing audit routines

Annotation Guidelines

Developing a guide that will produce a consistent look and feel for map production is very important. Our experienced staff will work with the City staff to develop such a guide that will ensure clutter free and consistent maps. Maps that are produced using Annotation Guidelines are also easier to maintain by eliminating individual preferences in favor of organization-wide standards.

Task 2.3 – Sewer System Inventory and Data Conversion

In this task, we will proceed to perform the needed data conversion tasks to complete the City's sewer GIS geodatabase, based on our discussions with the City and previously mentioned assumptions. Therefore, HFI proposes to scan all available sewer as-builts and digitize lines and manholes onto ortho-rectified GIS layers. HFI will be updating this database with new construction as well as updated attribute information obtained from the sewer as-builts. It is therefore assumed that HFI would perform building the sewer GIS database in a complete and accurate manner to facilitate hydraulic modeling. We would perform the necessary activities related to a complete data conversion project:

- Contacting local agencies to see if there are any additional sewer maps or as-builts available related to the City of San Fernando
- Data conversion activities including digitization and edge matching, data entry, and QA/QC activities for all sewer data
- Delivery and installation of the GIS data



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Sewer Database Development

HFI will contact local agencies such as County of Los Angeles Public Works Department, City of Los Angeles' Bureau of Sanitation and Los Angeles County Sanitation Districts and obtain any and all their maps related to the City of San Fernando. HFI will use these additional sources to digitize the remaining sewer pipes within the City and obtain any available attribute information. Based on the database design completed previously, and available data sources obtained from the City or County, our team will proceed with populating the database with sewer attribute features. The database will include attributes such as the location, size, slope, age, and invert elevation. Some of this information will be input from the sewer as-builts. The remaining attributes will be added following the completion of the hydraulic modeling task.

Task 2.4 – GIS Based Sewer Applications

We will design and implement an application to simplify access to the City's sewer system. This application will be designed essentially to effectively use limited resources for repairs and provides analyses and reports with extensive search capabilities and powerful GIS analysis features. It will not only help decision making process but help avoid unforeseen situations caused by a variety of reasons.

Linking of Scanned Sewer Maps with the Sewer GIS Map

HFI will connect each digitized line with its scanned sewer sheet. We will collect and scan all available sewer as-builts, (approximately 25% per City's estimate) as provided by the City. All sewer lines will be "Hot-Linked" with their scanned image in this manner, increasing their usefulness and accessibility by all City staff. The remaining sewer lines that do not have as-builts will be digitized using City's overall sewer map. HFI will also contact local agencies such as County of Los Angeles Public Works Department, City of Los Angeles' Bureau of Sanitation and Los Angeles County Sanitation Districts and obtain any and all their maps related to the City of San Fernando. HFI will use these additional sources to digitize the remaining sewer pipes within the City and obtain any available attribute information. HFI has successfully used this methodology to obtain and digitize maps for a variety of cities in Los Angeles County. Exhibit 1 shows an example of a sewer system management application showing how an as-built is "hot linked" to its sewer line. It also shows how a CCTV video is linked to the appropriate sewer line.

Deliverables include the following items:

- User-friendly custom application that links City's model to the GIS
- Custom Reports
- Query Graphical User Interface (GUI) customization
- Locating sewer appurtenances by address

Exhibit 1 shows HFI's GIS based sewer application screen. This application has built in functionalities for:

- Sewer database by parcel address
- Linking of all scanned as-builts to individual line segments
- Linking of all available CCTV videos to their respective sewer segments
- Generating custom maps and reports

Exhibit 2 shows a custom GIS application for generating a grid based Atlas Map Book map book for sewer facilities.



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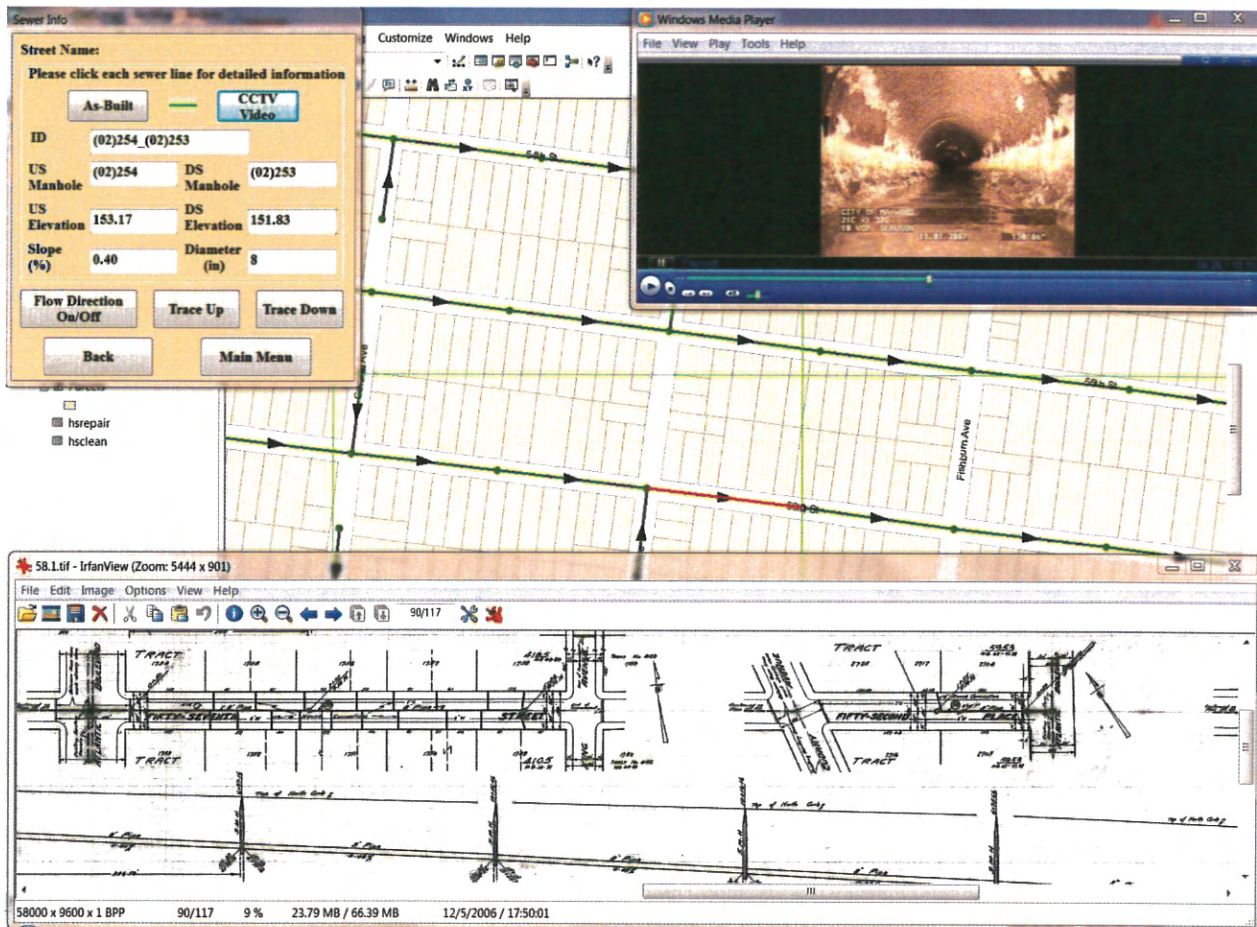


Exhibit 1 - Sewer System Management Application



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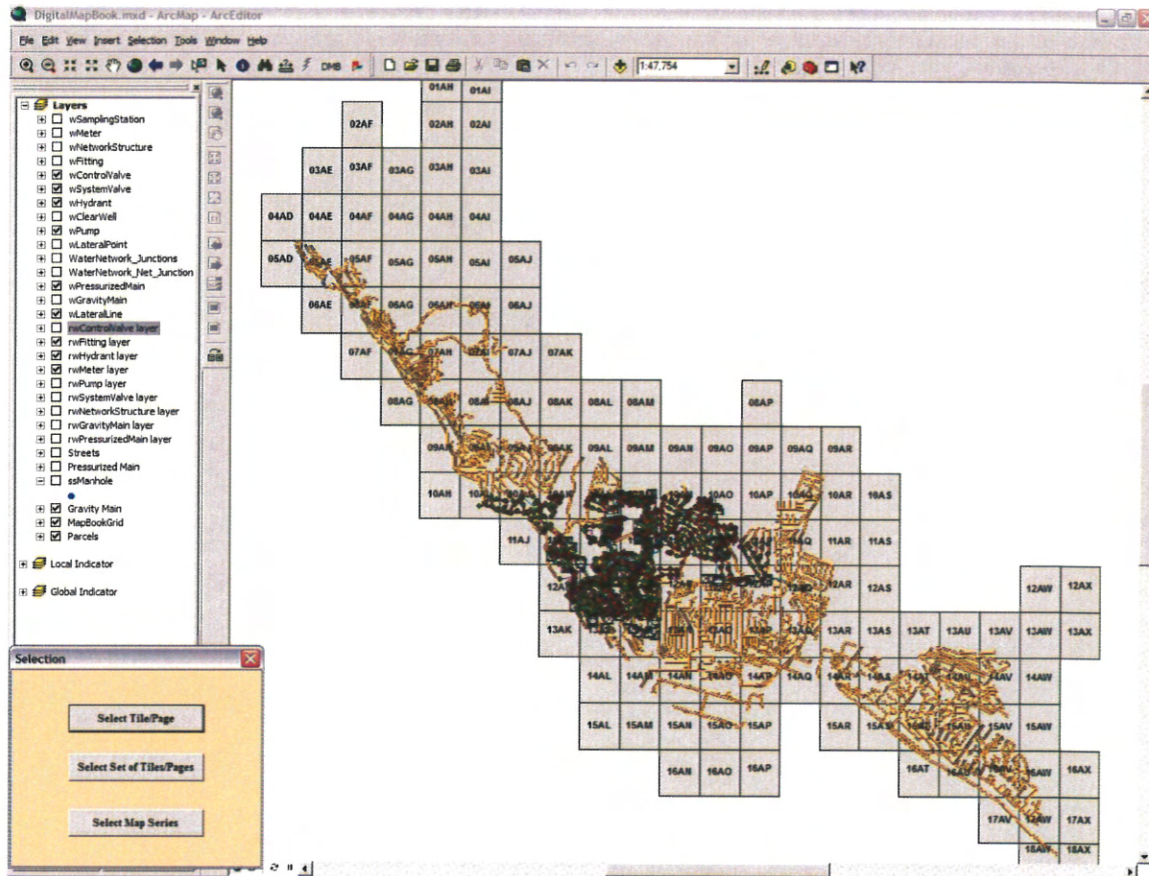


Exhibit 2 – Atlas Map Book Application

Task 2.5 - GIS Deliverables

Once all of the data conversion activities have been completed, we will deliver, install, and test the following for the City of San Fernando:

- The Database Design documents including metadata and data dictionary
- Digital Database in ArcGIS version 10
- Digitized Sewer Maps
- Digital Database in ESRI geodatabase format
- Scanned Drawings linked to the GIS Database
- GIS based Sewer Applications (Table 1 highlights the details of GIS based sewer applications)
- Overall systems map showing all wastewater features

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TABLE 1
CITY OF SAN FERNANDO GIS BASED SEWER APPLICATIONS

Project Name	Project Description
1. Sewer System Management	<p>Digitized sewer lines, manholes, and lift stations connected to a sewer attribute information database. Attribute database includes, age, diameter, length, invert elevation, manhole depth, pipe material, pipe slope, etc.</p> <p>Development of sewer maintenance zones</p> <p>Scanning of all sewer Drawings and connecting them to individual line segments</p> <p>Connecting available CCTV videos to their appropriate line segments</p> <p>Ability to query, generate maps and reports by system attribute, and location information</p>
2. Atlas Map Book	<p>This task involves developing a new grid system for the sewer system and creating a new map book for the City. This would simplify the task of printing maps and can be continuously updated to handle changes and modifications to the City's sewer systems.</p>

Task 2.6 - Training

Training

Our team will develop and provide the City a program manual and provide formal training to City personnel for the use of the GIS-Based Management Program. Training and Maintenance are closely interrelated. There are many factors to consider in designing a training and maintenance program. A good training program considers and addresses several factors. These include who is the audience, subjects/topics, forum, i.e., workshops, labs, etc., and timing. A good maintenance program focuses on long-term needs and requirements to ensure viability and avoid system obsolescence.

Long-term maintenance is vital to successful GIS implementation. Maintaining and managing a data set secures integrity and security. Maintenance plans should include a schedule for updating data, performing and storing backups, and safeguarding original data sets. Additionally developing a security plan that will address the different access and privilege levels of the users should also be included as part of an effective maintenance plan. Our GIS Project Manager, Yazdan Emrani, has extensive background and experience in teaching and training. He has developed a number of GIS training and maintenance programs for clients throughout the country. He has taught classes in GIS and Project Management to Civil Engineering students at the University of California Irvine (UCI). In addition, he helped establish a GIS Certificate Program at UCI's extension program and is also an instructor for this program.


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Task 3 - Hydraulic Model Development & Analysis
Task 3.1– Flow Monitoring (OPTIONAL)
Task 3.1.1 - Meter Installation, Calibration and Data Collection (OPTIONAL)

To provide accurate data for the System Evaluation and Capacity Assurance Plan, it is recommended that we perform flow monitoring of the sanitary sewer system. Based on an initial basin delineation throughout the City, we are assuming a need for at least four (4) meters, locations for a period of two weeks of flow monitoring, to obtain adequate dry weather information. The second week provides verification of the first week and also provides any variations to take into account or averaged.

Our subconsultant, SFE Global, will install flow meters at key points in the system. The flow meters establish the actual patterns produced. The flow pattern will be illustrated by a flow hydrograph. Field reconnaissance models can be used to collect empirical data for the behavioral model. Flow tracing techniques are used to verify or establish actual transit time from any area to the outlet of a particular watershed or basin.

Meter sites will be selected to isolate specific land use types; to meter the largest sewer basins; to meter system discharges and influent flows from other areas; and/or some of the older high-maintenance areas. The City's sewer maps will be used to identify all sewer drainage basins in the sewer system to evaluate meter sites and to better model the system.

The temporary flow meters proposed for this project utilize the latest in flow monitoring technology. Each meter will be field calibrated prior to installation. The flow sensors will be secured to a steel mounting band that fits snugly in the pipeline. The data logger for each site will then be installed and secured in the top of each manhole and the meter will be activated at user defined sampling intervals, typically 5 to 15 minutes. Routine maintenance and service will be undertaken to confirm normal operation.

It is anticipated that the project and hence the flow monitoring will be conducted during the dry weather period of spring when no rainfall can be expected. The dry-weather flow monitoring data will be evaluated in the hydraulic model using industry-standard depth over diameter (d/D) ratios to evaluate peak dry-weather flows. The d/D ratios allow for pipe capacity to carry wet-weather flows.

Task 3.1.2 - Meter Data Review and Analysis (OPTIONAL)

A tabular and graphical presentation of the data will be developed that provides specific information for detailed evaluation. Peak, minimum and average flow depths and rates can be generated to assist in data analysis. It is the intention of the HFI team to use the NEXRAD (Next Generation Radar) data across the City of San Fernando study area to measure rainfall intensity and duration throughout the monitoring period.

Task 3.1.3 - Closed Circuit Television (CCTV) Inspection

HFI Team will use the latest Internal color television cameras to visually establish the pipeline conditions as the camera is propelled through the pipeline. HFI Team proposes to televise approximately 25% of the City's system to include areas with known or suspected structural or maintenance defects (roots, grease);




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areas with older sewers; and/or areas with past overflows and/or high wet-weather flows caused by inflow and infiltration. Any structural or O&M problems or defects will be recorded on DVDs along with a detailed log. Internal inspection of specific sewer lines determines the best repair options and, therefore, reduces overall project costs. CCTV footage be logged and assessed for condition utilizing the PACP software developed by NASSCO. The PACP Condition Rating System provides condition ratings for sewer structural defects and operation and maintenance defects such as roots, fat, oil, grease, and debris. Grades are assigned for each category based on the grading criteria identified below.

Defect Grade	Description
5 Severe	Severe defects requiring immediate attention
4 Heavy	Defects that will become Grade 5 in the near future
3 Moderate	Defects that will continue to deteriorate
2 Fair	Defects that have not begun to deteriorate
1 Light	Minor defects

Our CCTV contractor, National Plant Services, has significant experience both within City of San Fernando as well as throughout Southern California, and all of their operators are experienced and trained in PACP.

Task 3.1.4 - Review of Closed Circuit Television Inspection (CCTV) Tapes/DVDs HFI will work closely with the City to obtain and review all available DVDs as part of our overall analysis for the project. Additionally, HFI will work closely with the CCTV subcontractor to gather all the new CCTV data to develop a GIS based layer that will identify structural or O&M defects such as roots, fat, oil, grease, and debris problems or defects on a GIS map. Internal inspection of specific sewer lines determines the best repair options and, therefore, reduces overall project costs. Exhibit 3 shows an example of application of this technology.

The hydraulic modeling will also be further calibrated by the results of the CCTV DVD reviews. HFI will perform a spatial analysis by combining this data with the CCTV inspection data, to identify manholes and line segments that need to be repaired or replaced. Based on this analysis and research of existing maintenance problems we will also develop a "Hot Spot" map and sewer cleaning schedule. Exhibit 4 shows an application of this map.



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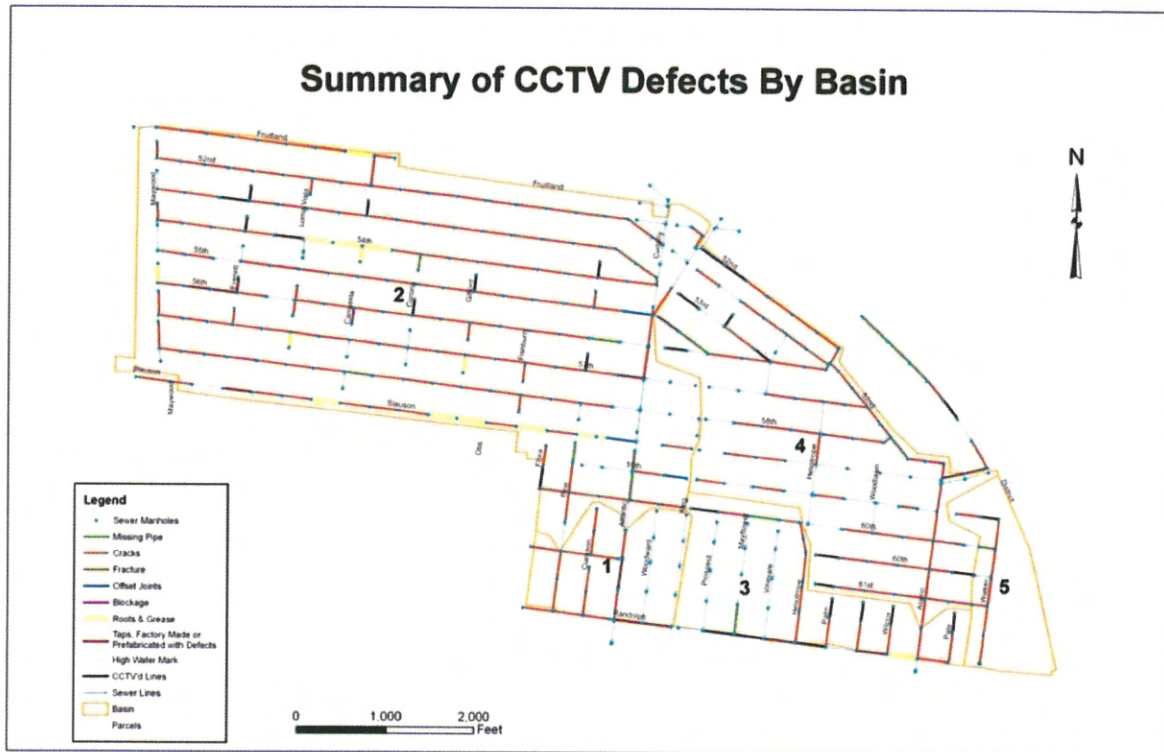


Exhibit 3 - Example Use of GIS for Color Coding CCTV Defects by Type of Defect



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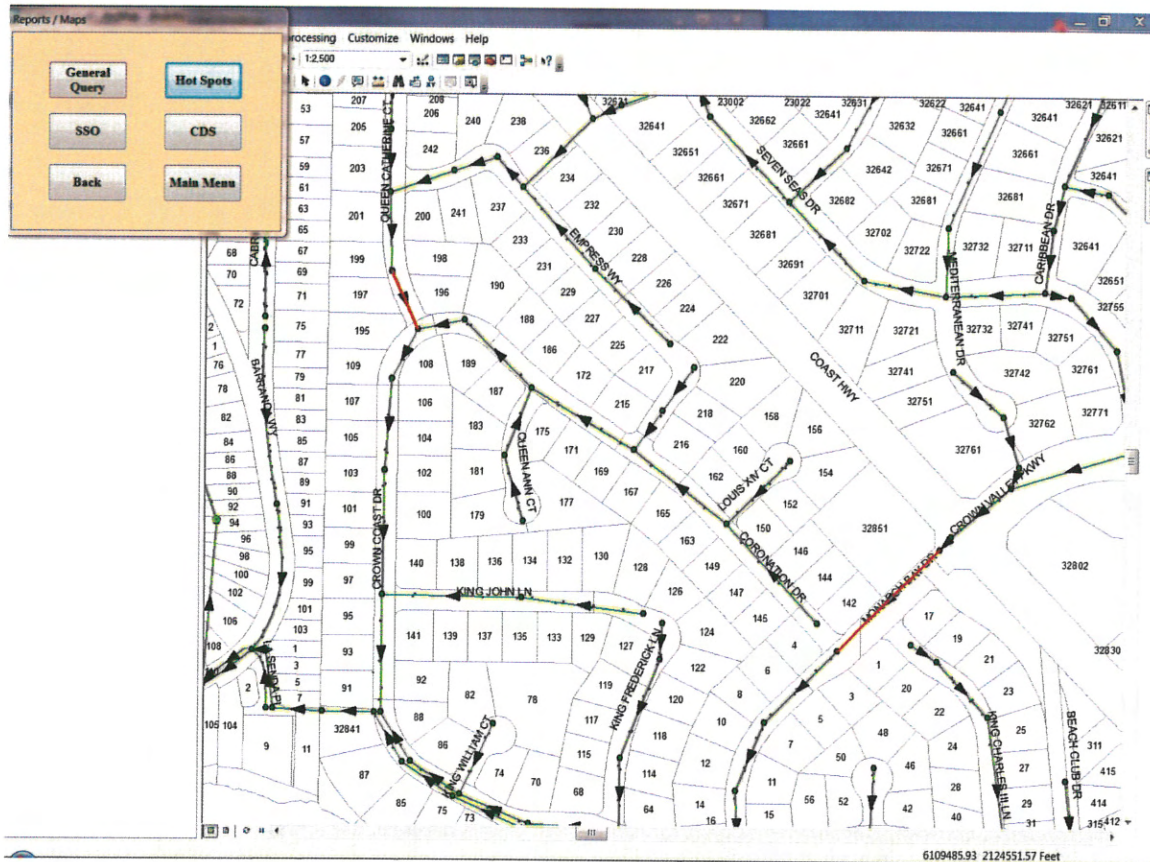


Exhibit 4

Example of Use of GIS for Hot Spots Sewer Cleaning and SSO Identification

Task 3.2 - Hydraulic Analysis, Land Use Analysis, Sewer System Analysis

The City's General Plan will be utilized for developing the Sewer Master Plan. We will review the various land use categories including residential, commercial, industrial, and other land uses. We will also study the population trends and projections for the City as part of this task. Once this is completed, we will establish water demand and initiate the development of the hydraulic model.

A calibrated hydraulic model will be developed for the City's wastewater collection and conveyance system utilizing accepted modeling software. *HF* has experience utilizing several popular modeling software including InfoSewer, DHI International's MIKE SWMM, etc. Depending on the City's preference, we can utilize a desired package or make a recommendation on the use of a particular package. The hydraulic model can assess the capacity of the wastewater collection system by simulating and identifying hydraulic restrictions within the system — surcharging pipes and overflowing manholes — under specified flow conditions. The model network will include the critical 8-inch pipes, all 10-inch and larger pipes, and any pump stations throughout The City's wastewater collection system. In addition to the existing physical pipe network, the model network can also include planned capital projects currently under construction or expected to be under way as part of future redevelopment.

A system capacity/deficiency analysis will be conducted, using the calibrated hydraulic model. This will be done to simulate the system's response to dry and wet-weather flow conditions. Once completed and the results analyzed, the surcharging pipes and overflowing manholes will be identified. We will also identify and categorize all locations of major hydraulic restrictions.



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a. System Configuration

As-built wastewater maps and any available field measurements should provide the information necessary to configure the model such that it accurately represents the City's wastewater collection system throughout the study area. The field verification of the City's wastewater maps will be extremely important to provide information about invert elevations, line lengths, pipe slope, pipe diameter and pipe material. Our experience on other Sanitary Sewer System modeling projects has revealed to our team the importance of conducting field investigation.

b. Water Consumption Data and Flow Estimation

To achieve this goal, projection of water and sewer demands resulting from forecasted developments will be determined. The General Plan specifying planned land use zoning and conceptual building densities and uses will be analyzed to determine ultimate sewer flows and water demands. The average daily and peak flows will be determined for each type of user based upon historical data for familiar uses in the area. This will include studying water meter data and developing the related hydrographs. Additionally we will examine future trends in the City's land use to help forecast the water consumption in the City for a 10-year period.

We will also use any water consumption data, where available, provided by the City to verify the quantity and input locations of theoretical baseflow for the hydraulic models as determined during dry weather monitoring.

c. Dry Weather Model Calibration

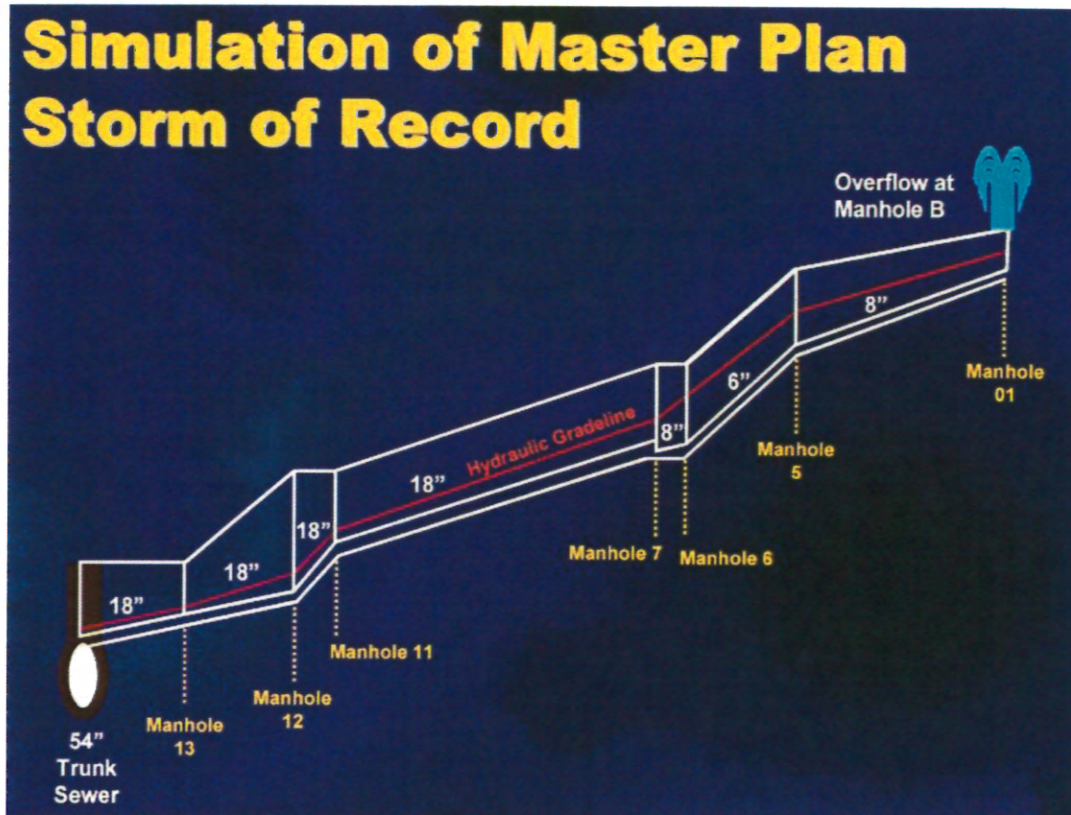
Dry weather monitoring data will be used to develop baseflow quantities and diurnal curves representing the average daily flow for each sub-basin or monitoring point. Once the computer model is configured to represent the City's actual wastewater collection system and the quantity of theoretical baseflow is determined, it will be possible to assign the diurnal curve shapes to the theoretical baseflow quantities at each flow input location. The computer model routes the wastewater flow downstream combining hydrographs at sub-basin intersection points. At the intersection points that have monitoring data, it will be possible to make any adjustments necessary to further calibrate the model. The main purpose for developing a calibrated dry weather model is to establish a calibrated baseflow hydrograph that can be used as a component of the wet weather and design storm models.

Task 3.3 - System Alternative Analysis

Once the existing deficiencies have been identified, the *HFI* team will develop recommended relief/replacement facilities to alleviate the identified deficiencies for both short term and long term; specifically **determining the effect of potential solutions**. The hydraulic model will be extensively used to optimize the rehabilitation plan. Various dry weather scenarios will be simulated to establish the current and future levels of protection necessary to achieve long-term regulatory compliance with respect to sanitary sewer overflows. Since the hydraulic model is also linked to the defect database, various repair strategies and costs can be easily evaluated. The least cost alternative and implementation plan will be developed.

**PROPOSAL**

City of San Fernando
Sanitary Sewer Master Plan Development

**Exhibit 4**

Shows the effects of a simulation for a design storm on a sanitary sewer system

Task 4 - Recommend Improvements & Develop 10-Year CIP

Task 4.1 - Cost Estimates

Our team offers experience in the design of sewer rehabilitation and new construction, including tunnel construction that is unequalled in Southern California. This experience will allow us to recommend the most cost-effective solutions to solving sewer system deficiencies. We will develop cost estimates for implementing the CIP, as well as their operations and maintenance.

Task 4.2 - Capital Improvement Program

One of the primary objectives of this project is to recommend the most feasible sanitary sewer system improvements and repairs that will allow the City to achieve its goals for growth and economic development through the fiscal year 2023-2024. Meeting this objective depends heavily on the effective use of hydraulic modeling in conjunction with sound engineering judgment to evaluate necessary system improvements.

A 10-year Capital Improvement Program (CIP) will be developed based upon the results of the hydraulic analyses, staff interviews, and field reviews. We will prioritize the projects based upon the rating parameters established, and then formulate an initial phasing of the improvements. Many factors affect this decision, including the funds available, the capacity to undertake concurrent construction projects, impact on the community, and the severity of need. We will review the prioritization and phasing with the City and further refine it.



PROPOSAL
City of San Fernando
Sanitary Sewer Master Plan Development

The CIP will be submitted to the City for review and comments. It will be refined and form the basis of the final Sewer Master Plan.

There are a variety of system improvement alternatives that will be evaluated in controlling inflow and infiltration sources and in insuring adequate system capacity to eliminate system overflows. These alternatives include:

- Point Repairs
- Rehabilitations/Replacements
- Line Paralleling
- Storage

We will evaluate each of these system improvement alternatives to determine the most feasible system wide approach throughout the planning period.

This will be accomplished by utilizing the water consumption data and developing residential, commercial, and industrial wastewater discharge rates. In establishing the commercial and industrial rates, especial attention will be paid in distinguishing between high water usage businesses such as Laundromats and low water usage businesses such as retail stores. Our team will utilize a GIS based approach for a comprehensive and effective analysis. All results will be displayed and shown on the sewer GIS layer.

Task 5 - Final Report

Task 5.1 Draft Master Plan Report

A comprehensive Draft sewer System Master Plan Update report will be prepared that will address all aspects of the project in a thorough and orderly manner through text, tables, graphs, figures, and maps. The report will concisely identify, rank, and prioritize recommended system improvements with a priority schedule of construction. An Appendix will be provided to provide supporting technical calculations and computer input/output results. The Draft Water Master Plan Report will be presented to City Staff over two submittals for review and comments. Staff comments will be incorporated into the draft report and the Draft sewer Master Plan will be provided for public review and comments.

Task 5.2 Final Report Sewer Master Plan

The Final Sewer Master Plan report will be prepared incorporating comments from the review process of the Draft Sewer Master Plan report. One electronic copy and 10 copies of this final report which will be bound in a manner approved by the City will be presented to the staff.



A standalone Executive Summary of the Final Water Master Plan will be prepared summarizing project direction goals and implications of the Water Master Plan. The Executive Summary will be written in easily



PROPOSAL
City of San Fernando
Sanitary Sewer Master Plan Development

understandable language directed at the lay public. Graphics will be used to further illustrate main points. The city will review a draft of the Executive Summary and comments will be discussed with staff and incorporated into the final document. Electronic and hard copies of the draft report including supporting materials will be delivered to the City on or before the deadlines identified in the project schedule. Once the City has reviewed and given *HFI* its comments, the report will be finalized incorporating City's comments.

Additionally, all final documents and products will be provided in an electronic format. The following are the project deliverables:

- Comprehensive Sewer System Management Plan including all the sections described earlier
- Executive Summary Report
- Comprehensive Flow Monitoring Results
- Final Report- CIP & Rehabilitation Plan and Estimated Costs
- GIS Sewer Map and database
- Calibrated Hydraulic Model
- Sewer Cleaning Schedule
- Appendices - Exhibits, Field Database

Quality Assurance/Quality Control

To ensure the highest quality of the design and project deliverables and to minimize review time by the City of San Fernando staff, we will implement a comprehensive quality control and quality assurance program. ***HFI's Jon Bourgeois, Project Director, will serve as Technical Advisor on the project and will provide quality assurance and quality control reviews on the project to ensure compliance with standard engineering practice, criteria set forth by the City, and regulatory compliance. Additionally, HFI's Project Manager is a Registered Professional Engineer who is very familiar with the City's sanitary sewer having prepared City's SSMP.*** The Project Manager will review the survey and inventory work for accuracy and completeness. In addition, the Project Manager will provide daily supervision and guidance to the team and will maintain continuous involvement with the day-to-day activities of the team. Additionally, our approach to Quality Control will be to develop a QA/QC work plan as part of this project. Our Project Manager will be involved in review of all phases of the project including delivery milestones. Our QA/QC efforts will be an ongoing active part of the entire project. Key elements of the company's quality control are the assignment of skilled and experienced personnel, effective communications and monitoring. The quality control process includes:

1. Assignment of skilled professionals instituting a comprehensive and interactive orientation on the project goals, and the means of achieving these goals.
2. Daily contact by the Project Manager with each on-going activity to provide support and guidance, and to maintain focus and momentum, and monitor the quality of work.
3. Maintaining regularly scheduled project staff meetings for reviewing general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing budget parameters, and discussing upcoming activities and responsibilities.
4. Internal (peer review) audit of municipal services for quality, accuracy and completeness.
5. Review by the Principal Project Team Leader or designated Senior Project Team Leader prior to submittal to assure services meet all standards/codes, project goals and objectives, and contract requirements.
6. Regular progress meetings with the City staff on the progress and status of the project.



PROPOSAL
City of San Fernando
Sanitary Sewer Master Plan Development

Product Delivery

One (1) PDF copy and ten (10) hard copies of all final documents and supporting materials will be delivered to the City on or before the deadlines identified in the project schedule. Additionally, all final documents and products will be provided in an electronic format.

Project Schedule

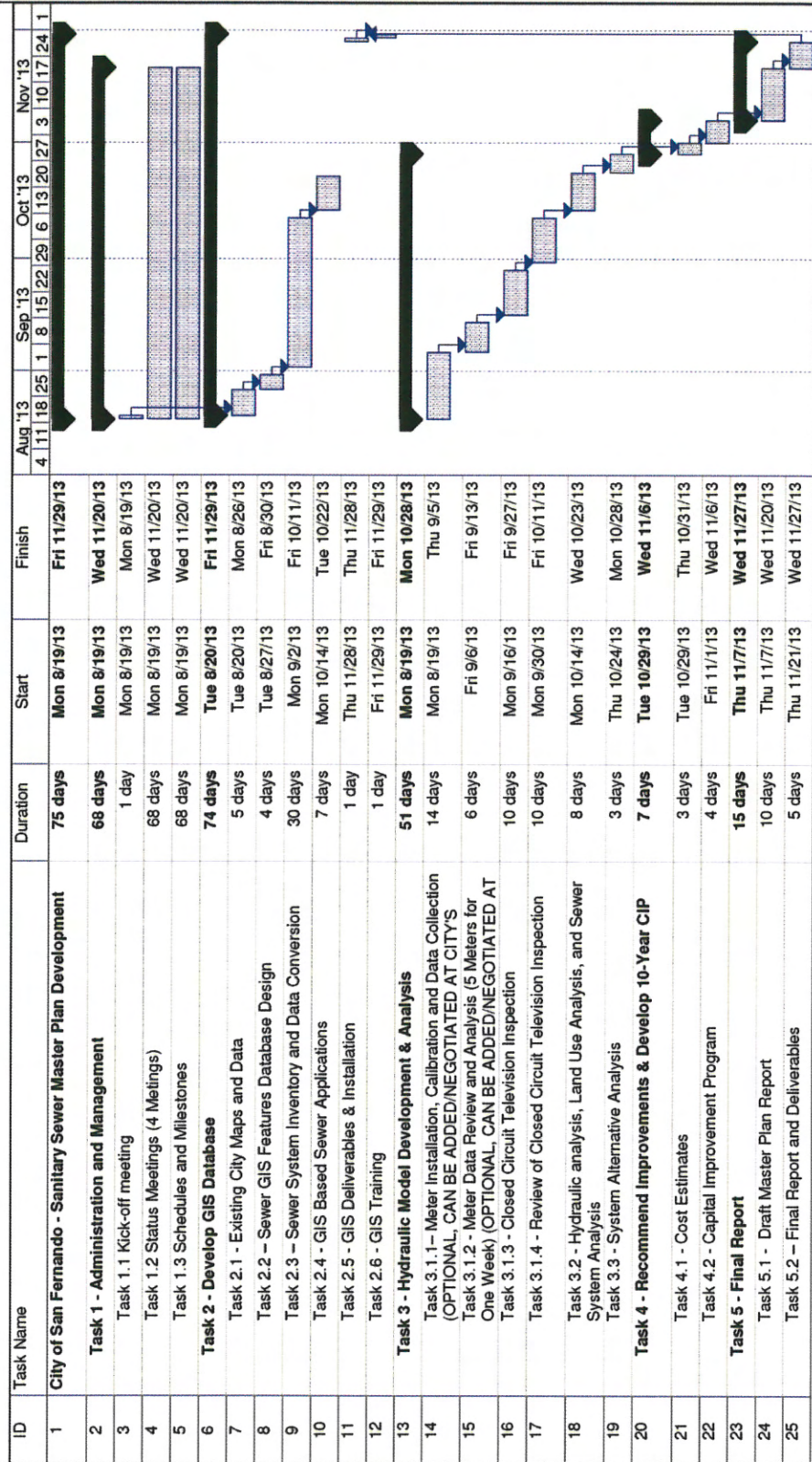
Throughout this proposal we have identified "OPTIONAL" tasks that we think will add value to the City's Sewer Master Plan. Therefore, our base schedule includes all optional tasks, and shows completion of the project by end of November 2013, assuming the City issues the Notice to Proceed by mid-August 2013 or earlier.

However, if the City chooses not to include any optional tasks, our project completion schedule will be by end of October 2013.



SECTION 3: PROJECT SCHEDULE

City of San Fernando Sanitary Sewer Master Plan Development



Project: SF_Sewer MP_Final_7-2-13
Date: Tue 7/2/13



PROPOSAL
City of San Fernando
Sanitary Sewer Master Plan Development

SECTION 4: COST ESTIMATE

City of San Fernando											
Project Cost - Sanitary Sewer Master Plan Development											
Task Description	Hall & Foreman (Prime)							Total Hours	Labor Cost (\$)	Sub-Consultants Cost (\$)	Total Cost (\$)
	PIC	Project Manager	Project Engineer	Staff Engineer	Field Crew (2 Persons)	GIS Analyst/ Programmer	Admin/ WP				
Hourly Rate	\$195	\$185	\$150	\$125	\$205	\$100	\$72				\$
Sanitary Sewer System Master Plan Development											
Task 1 - Administration and Management											
Task 1.1 Kick-off meeting	2	2	2				1	7	\$ 1,132		\$ 1,132
Task 1.2 Status Meetings (4 Meetings)	4	10	10				2	26	\$ 4,274		\$ 4,274
Task 1.3 Schedules and Milestones		8	4				2	14	\$ 2,224		\$ 2,224
Subtotal Task 1	6	20	16	-	-	-	5	47	\$ 7,630		\$ 7,630
Task 2 - Develop GIS Database (OPTIONAL)											
Task 2.1 - Existing City Maps and Data		2	4	10		18	2	36	\$ 4,164		\$ 4,164
Task 2.2 - Sewer GIS Features Database Design		12				24		36	\$ 4,620		\$ 4,620
Task 2.3 - Sewer System Inventory and Data Conversion		8	2			80		90	\$ 9,780		\$ 9,780
Task 2.4 - GIS Based Sewer Applications		18				60		78	\$ 9,330		\$ 9,330
Task 2.5 - GIS Deliverables & Installation		4				8		12	\$ 1,540		\$ 1,540
Task 2.6 - GIS Training		4					2	6	\$ 884		\$ 884
Subtotal Task 2	0	48	6	10	-	190	2	258	\$ 30,318		\$ 30,318
Task 3 - Hydraulic Model Development & Analysis											
Task 3.1.1- Meter Installation, Calibration and Data Collection - 4 Meters/2 Weeks (OPTIONAL)								0	\$ -	\$ 18,000	\$ 18,000
Task 3.1.2 - Meter Data Review and Analysis (OPTIONAL)		8	28					36	\$ 5,680		\$ 5,680
Subtotal Tasks 3.1.1 and 3.1.2	0	8	28	0	0	0	0	36	\$ 5,680	\$ 18,000	\$ 23,680
Task 3.1.3 - Closed Circuit Television Inspection 25% of the system or up to 52,800 LF (\$0.79/LF and includes "light" cleaning for 6"-12" lines.											
Task 3.1.4 - Review of Closed Circuit Television Inspection		12	32	60			3	107	\$ 14,736	\$ 41,818	\$ 41,818
Task 3.2 - Hydraulic analysis, Land Use Analysis, and Sewer System Analysis											
Task 3.3 - System Alternative Analysis	1	16	48	80		24	2	171	\$ 22,899		\$ 22,899
Subtotal Task 3	1	10	20	8		6	2	47	\$ 6,789		\$ 6,789
Task 4 - Recommend Improvements & Develop 10-Year CIP	2	46	128	148		30	7	361	\$ 50,104	\$ 59,818	\$ 109,922
Task 4.1 - Cost Estimates	1	4	16				2	41	\$ 5,279		\$ -
Task 4.2 - Capital Improvement Program	1	4	16				2	41	\$ 5,279		\$ 5,279
Subtotal Task 4	2	8	32	0	0	36	4	82	\$ 10,568	\$ 0	\$ 10,568
Task 5 - Final Report											
Task 5.1 - Draft Master Plan Report	2	16	24	10		20	4	76	\$ 10,488		\$ 10,488
Task 5.2 - Final Report and Deliverables	1	10	16	8		20	4	59	\$ 7,733		\$ 7,733
Subtotal Task 5	3	26	40	18	-	40	8	135	\$ 18,221	\$ -	\$ 18,221
Total, Sewer Master Plan, Including OPTIONAL Tasks	13	148	222	176	-	296	26	883	\$ 116,831	\$ 59,818	\$ 176,649
SUBTOTAL OPTIONAL Tasks	-	56	34	10	-	190	2	294	\$ 35,998	\$ 18,000	\$ 53,998
Total, Sewer Master Plan, Excluding OPTIONAL Tasks	13	92	188	166	-	106	24	589	\$ 80,833	\$ 41,818	\$ 122,651

NOTE 1: "OPTIONAL" Tasks are highlighted in Orange.

NOTE 2: Total Cost for Sunconsultants for the Field Tasks (Flow Monitoring and CCTV) is \$59,818

**PROPOSAL**
City of San Fernando
Sanitary Sewer Master Plan Development
SECTION 5: INSURANCE STATEMENT AND SAMPLE INSURANCE CERTIFICATE

Hall & Foreman, Inc. shall at all times during the term of an Agreement with the City carry, maintain, and keep in full force and effect, insurance as shown in the Sample Certificate on the following page.

Client#: 6688		HALLFOREM	
ACORD CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) 12/13/2012
PRODUCER Dealey, Renton & Associates P. O. Box 10550 Santa Ana, CA 92711-0550 714 427-6810		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Hall & Foreman, Inc. 17782 E. Seventeenth Street, S#200 Tustin, CA 92780		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A Travelers Indemnity Co. of Conn	25682
		INSURER B Travelers Property Casualty Co	25674
		INSURER C Hudson Insurance Company	25054
		INSURER D	
		INSURER E	

COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEYL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6808128L941 General Liab. excludes claims arising out of the performance of professional services.	02/01/13	02/01/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA9105L095	02/01/13	02/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	CUP8406Y295 Does not include Professional Liability	02/01/13	02/01/14	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB5572Y600	02/01/13	02/01/14	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability Claims made	AEE7104908	12/15/12	12/15/13	\$2,000,000 per claim \$2,000,000 annl aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					

CERTIFICATE HOLDER PROPOSAL	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Torison Chen</i>
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ACORD 25 (2001/08) 1 of 1

#S479804/M479677

THC

© ACORD CORPORATION 1988

**PLEASE REFER TO
SUCCESSOR AGENCY
ITEM #5
FOR FULL REPORT**

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CITY COUNCIL**MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers

FROM: Councilmember Robert Gonzales

DATE: September 3, 2013

SUBJECT: Discussion and Consideration of Promoting and Producing Efficient Energy Solutions

RECOMMENDATION:

It is recommended that the City Council:

- a. Give direction to City Manager to approve the Energy Service Proposal/Letter of Agreement (Attachment "A") with Eco Sol Inc. for an energy feasibility study conducted by Eco Sol. Inc at no cost to the City of San Fernando; and
- b. Upon the completion of the feasibility study Eco Sol Inc. will share its findings with the City and provide recommendations to retrofit City facilities. If Eco Sol Inc. can not achieve the expected utilities cost savings or the project can not be funded by Eco Sol Inc. Finance Model, the City is at no obligation to perform retrofitting and/or work by Eco Sol Inc.

BACKGROUND:**Phase One**

1. Eco Sol Inc. (ES) will conduct a feasibility study with all of the requested information needed by the City to provide a base line feasibility report at no cost to the City.
2. ES will investigate and recommend energy generation sources (solar) to produce a utilities cost savings.
3. ES partners will evaluate all City facilities and street lighting to recommend an energy conservation measure/replacement strategy. Including the street lighting conversions to LED lamps and housing at no cost to the City.

Discussion and Consideration of Promoting and Producing Efficient Energy Solutions

Page 2

Phase Two (At a later date)

1. ES will provide a detailed report with their findings of what energy conservation measures are needed at each site. This will include the estimated implementation time line for each individual site, at no cost to the City
2. The City will then have the option of moving forward with any of the suggested retrofits and/or work provided by ES. If the City chooses not to move forward all documents, information, and data (excluding proprietary documents) gathered during the evaluation will be considered ES property and not given to the City.
3. The project will be funded by private investors, debt servicing and a combination of state and federal subsidies/credits/incentives. In the event that ES can not determine that the project can be funded through the financing model the City is at no obligation to move forward with the project.

BUDGET IMPACT:

The City will need to approve staff time to provide addresses and escort ES to our facilities in order to create the energy efficiency reports. Staff will also provide ES with a report of all City owned street lights and their locations, as well as access to the energy bills and meter readings from the wells for approximately the last two years in order to achieve a true assessment of our energy cost.

CONCLUSION:

If the City accepts the feasibility study and chooses to move forward with any recommended projects the City will lower its carbon footprint, and reduce the City's utility cost over the next 25 years.

ATTACHMENT:

A. Energy Services Proposal/Letter of Agreement

ATTACHMENT "A"



September 3, 2013

City Councilmembers
City of San Fernando
San Fernando City Hall,
117 Macneil Street
San Fernando, CA 91340

Subject: Energy Service Proposal/Letter of Agreement

Dear Councilmembers:

Eco Sol, Inc.(ES) is pleased to submit this Proposal/Letter of Agreement to the City of San Fernando (the City) to offer our assistance in promoting and producing efficient energy solutions through our Greenability Process™ (the "Project").

ES is committed to its goal of reducing the City's utility costs over the next 25 years. The following addresses the parameters, conditions, and expectations of our relationship and the points that will ultimately be implemented into the Energy Supply Agreement (ESA) should the City agree to move forward.

Contract Delivery Method:

- Utilize California Government Code 4217 to implement the Project through an Energy Supply Agreement between Eco Sol and the City.
- The ESA is a detailed contract that will address and incorporate, *at a minimum*, the following Project Objectives and Project Conditions.

Project Objectives:

- Installation of Generating Facilities. Install electric Generating Facilities (solar, wind or fuel cell) at various City sites (determined by ES and our EPC partners) (at no cost to the City).
- Installation of Energy Conservation Measures (ECMs). ES and our ESCO partners will evaluate and recommend and implement energy conservation measures/replacements and any Green Technology measures. Including a complete assessment of all city owned street lights for conversion to LED lamps and housing (all at no cost to the City).
- Expected Utility Cost Savings. As a result of ES' and our professional partners' installation of the Generating Facilities and ECMs, the City will achieve a *substantial* reduction in annual power rate increases and will pay at less than the current Utility District Kwh power rate charge for energy production.
- Land Use Agreement. Our TEAM will determine the feasibility and requirements of any and all the City's owned land that could be used in a Land use agreement at a price to be agreed upon between the parties and for a minimal leased period.
- Project Information. TEAM shall provide detailed information on the feasibility of the proposed project which shall include the information requested in Exhibit A, attached hereto and incorporated herein with this reference.

"Offering our Customers Facility Solutions"

19730 Ventura Blvd, Suite #5
Woodland Hills, Ca 91364
• (661) 414-5082 Fax (661)414-7703

Project Conditions:

- ES and our partners will investigate and recommend energy generation sources that will produce the Expected Utility Cost Savings and the solution will be set forth in the ESA. In the event the Expected Utility Cost Savings cannot be achieved, the City and ES and our partners will be under no obligation to move forward with the ESA.
- The Project will be funded through a combination of private investors, debt servicing and a combination of state and federal subsidies/credits/incentives. In the event ES and our development partners determine that the Project cannot be funded through the Financing Model, we will be under no obligation to move forward with the ESA.
- The Project will be fully insured/bonded. ES and our partners and all of its subcontractors will be fully bonded and insured according to industry insurance/bonding requirements as well as those required by the City. The Project (including the Generating Facilities) will be guaranteed and warranted by our team. All products will be covered by standard equipment, product and workmanship warranties. These provisions will be set forth in the ESA.

ES and our partners are willing to take the financial risk to develop this Project and are pleased to present this Proposal/Letter of Agreement to you to implement the Project for the City according to the following terms and conditions:

1. Upon the signing of this Proposal/Letter of Agreement, the City will provide ES with all the requested information needed to provide a base line as to the feasibility of doing any of the desired work by the City.
2. Upon completion of the feasibility study ES will share its findings with the City at which time the City will make its determination to move forward with the suggested project, retrofits and/or work by ES.
3. If the City determines to move ahead with the suggested system, recommendations and/or work, ES and our partners will negotiate in good faith an ESA with the City staff and attorneys which incorporates, at a minimum some or all of the above described objectives/conditions once the City Council has given approval to move forward within the next 30 to 45 days.
 - a. The City staff agrees to use its best efforts to submit the final ESA to the Council, at a regularly scheduled board meeting for approval with the statutory required notice period. ES and its development partners acknowledge that there is no guarantee the ESA will be approved at this meeting.
4. If it is determined that the program objectives are met, the City will enter into a formal ESA agreement after approval by the City governing board. If City elects not to enter into the ESA for reasons other than the Project not meeting the Project Conditions described above, the City is under no obligation to move forward but agrees that documents, information and data (excluding proprietary documents) gathered during its evaluation is the work product of ES and will not be given to the City.
5. If ES and our partners cannot achieve the above Project Objectives/Conditions, ES and our partners will notify the City in writing accordingly and neither the City nor ES and our partners will be required to proceed with the ESA. If ES and our partners cannot achieve the above Project Objectives/Conditions, the City will not be responsible for payment of any costs associated with the evaluation of the Project.

"Offering our Customers Facility Solutions"

19730 Ventura Blvd, Suite #5

Woodland Hills, Ca 91364

• (661) 414-5082 Fax (661) 414-7703

We trust this Agreement meets with your approval. If you have any further questions, or if I can be of further assistance, please do not hesitate to contact me at (661) 414-5082.

Sincerely,

Richard Montes, President
Eco Sol, Inc.

Approval: _____
By


Date: _____

Exhibit A
(to Letter of Agreement)

- 1 What Energy Conservation Measures (ECMs) are needed at each site?
 - i. Itemized list of ECM requirements for each site.
 - ii. Implementation timeline for ECMs at each site.
 - iii. Estimated ECM cost per site.
 - iv. Expected energy savings per site.
 - v. Projected energy cost savings per site.
2. How will a "Land Use Lease" benefit the City?
 - i. Can the City take advantage of this idea?
 - ii. How much electricity could the City generate under this concept?
 - iii. How much energy production will the utility company accommodate?
 - iv. What City land space(s) should be used for this purpose?
 - v. How much revenue could the City generate under this model?
- 3 Given the above, what are the remaining solar requirements for each sites and the City?
 - i. What solar technology is to be implemented at each site and why?
 - ii. Where will the solar array(s) be placed — locations, dimensions, and footprint?
 - iii. How many acres must the City commit to solar at each site?
 - iv. How much electricity will each array produce — system size in kWp and kW?
 - v. Estimated solar array cost per site.
 - vi. Expected energy savings per site.
 - vii. Projected energy cost savings per site.
 - viii. Provide a Critical Path Network (CPN) for each site.
4. What street lights will be investigated and how the plan will be Implemented?
 - i. Who the light technology will be implemented at each site and why?
 - ii. Where will the lights be placed— locations, type, light candles and design?
 - iii. How much energy will each street light save?
 - iv. How much will the installation save in energy cost?
 - v. How much the installation will cost?
- 5 Given all the above, what are the remaining energy considerations for the City?
 - i. Can the City benefit from an expanding local wind energy market?
 - ii. Can the City utilize existing wind energy resources within its boundaries?
 - iii. Are there any other energy/utility opportunities the City can benefit from?
- 6 Present an updated financial analysis:
 - i. In detail for each savings/revenue generating section spanning the contract term.
- 7 Provide an end of term "buy-out option" schedule for Item 4 solar installations.



Eco Sol, Inc

A large photograph of a green field, possibly a golf course, with a line of trees in the background under a cloudy sky. The text is overlaid on the left side of the image.

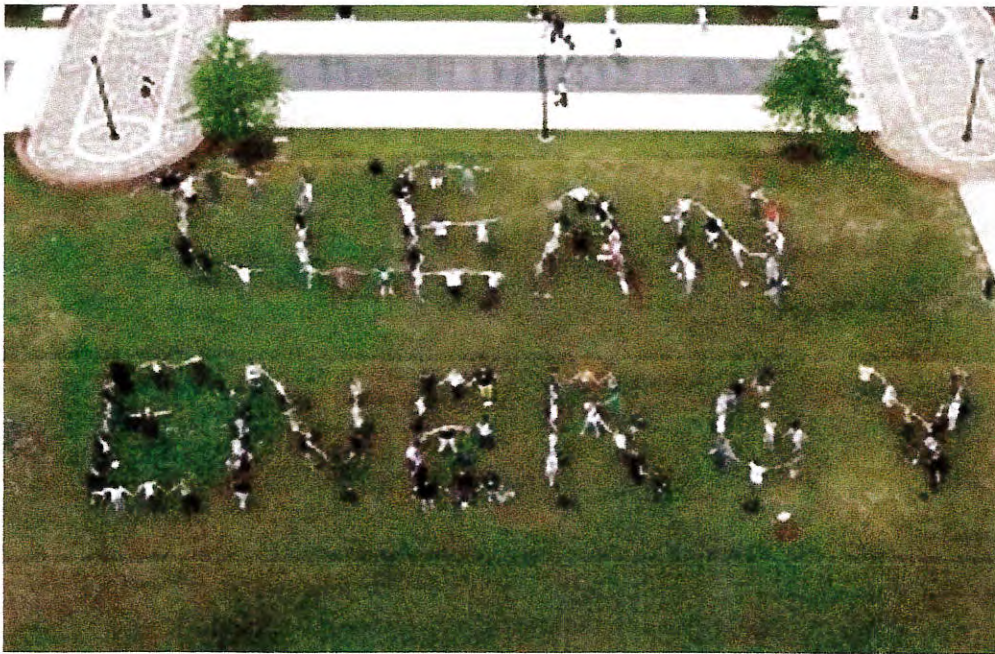
OUR GOAL IS TO ASSIST IN → **ENERGY CONSERVATION**
ENERGY GENERATION
ENERGY COST SAVINGS
REAL SOLUTIONS FOR OUR
CLIENTS.

"We do not inherit the earth from our ancestors, we borrow it from our children." ~Native American Proverb

MISSION STATEMENT

Eco Sol, Inc.. (ES) is a California based corporation that has developed a sustainable energy strategy which is unique in nature. By utilizing this approach ES is able to assist School Districts and Municipalities to achieve their sustainability objectives while providing them with budgetary savings and possible future income.

As the prices of traditional fuels have skyrocketed (oil, natural gas, and coal), the demand among consumers for ecologically friendly and economically viable alternatives has increased.



As of mid 2008, the prices of crude oil and its related energy products have almost doubled. The recent unrest in the Middle East has only further exacerbated this problem. These facts, coupled with the devastating economic downturn, have created incredible budgetary issues for both School Districts and Municipalities. Not only do they have to cut critical services, but they also have to reduce salaries and cut staff.

As such, ES has recognized a tremendous opportunity and has created a business model that will produce a paradigm shift on how the financing of energy saving programs are viewed. This in turn



will lead to improved awareness and knowledge about power generation, power distribution, energy consumption and energy efficiency. Cumulatively, this will result in cost savings of up to 40% to 60% of the client's existing energy bill.

School districts and local governments that are facing budget challenges can turn the **GREENING PROCESS** into cost savings and increased revenue streams.

Eoc Sol uses a holistic approach to identify and realize the most efficient way its potential clients may become sustainable. ES's Greening Process will guide its clients/ partners to realize the reality of sustainability through energy conservation and the construction of a viable renewable energy system. It is ES's belief that only with a combination of conservation and renewable production is a symbiotic environment achievable.



"Because we don't think about future generations, they will never forget us." ~Henrik Tikkanen

THE GREENING PROCESS

The *Greening Process* offers a comprehensive review which uses existing assets, eliminates overbuilding, and ensures capacity for future energy efficiency technologies. ES's strategy can result in the savings of millions of dollars through conservation and can create a revenue stream opportunity through the production of renewable energy and through creative financing.

The main purpose of the *Greening Process* is to team up with our clients and assist them in their goals of owning a renewable energy system.

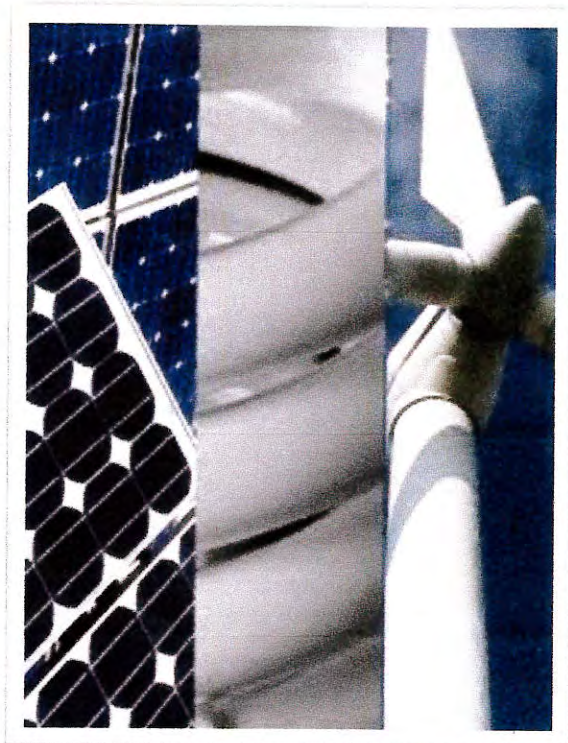
Rather, through the ES financial model the client will enter a modified version of a PPA which will allow the us to take advantage of all the incentives being offered and then the system is handed over to to the client. The *Greening Process* provides our clients a finance plan that allows them to own the renewable energy system with in a much shorter time than the most other companies will offer.



ES is pleased to provide our clients with the opportunity to become semi-grid neutral and develop a renewable and sustainable program which allows its stakeholders to continue to provide the services they always have provided prior to being forced to make unwanted cuts due to strict budgetary demands and constraints. Eco Sol, Inc., firmly believes that its model is a unique and timely response to the most relevant issues facing our communities which are both the environment and the economy.

The following are the five steps to the "*Greening Process*":

1. Feasibility Study – Provides a brief review of potential energy savings.
2. Energy Study – Provides a comprehensive report of cost and energy savings.
3. Energy Efficiency of Client's Envelope – Implement the recommended energy efficiency measures identified in the energy study.
4. Renewable Energy Strategy – Assesses the entity's assets and liabilities determining the best type of renewable energy to apply.
5. Realization of Eoc Sol, Inc.– The building of green renewable energy systems as assessed by the Renewable Energy Strategy (Step 4).

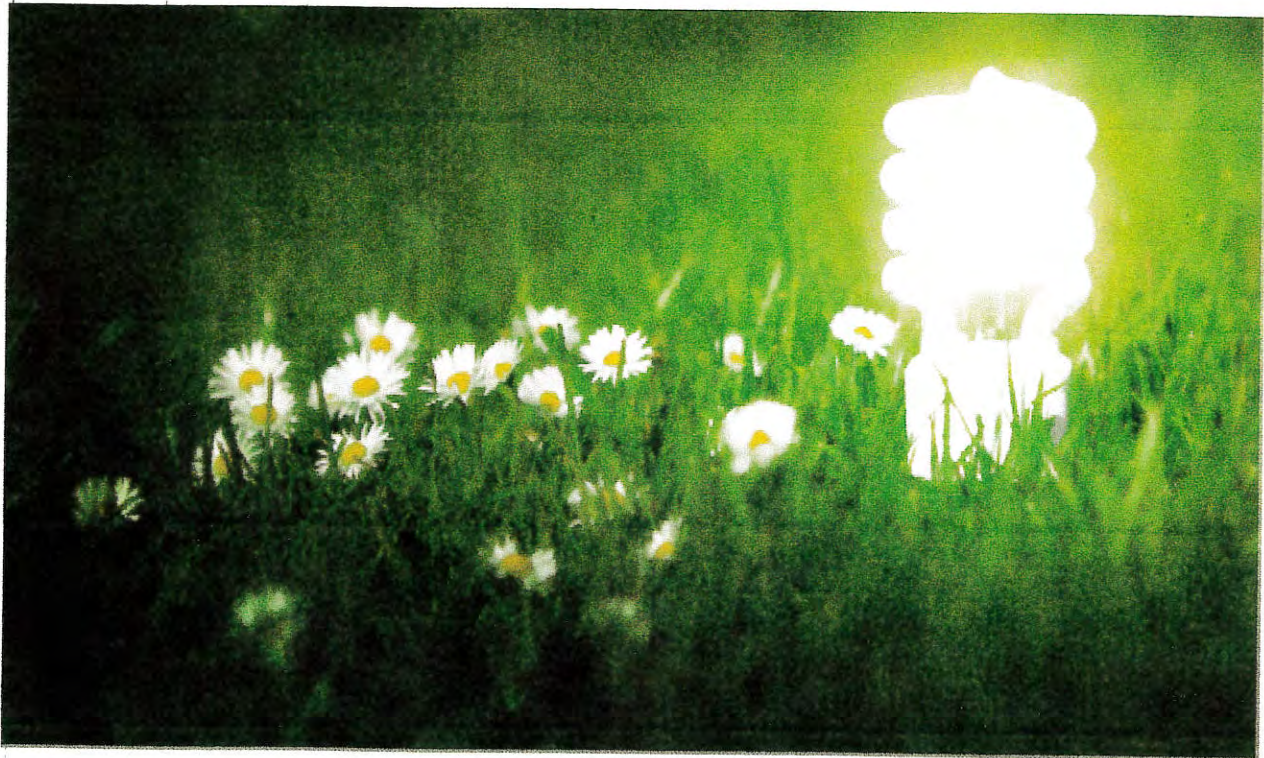


We encourage our clients to do energy efficiency improvements along with solar because it makes economic sense – a portfolio of both energy efficiency and renewable energy improvements facilitates the client in obtaining a quicker payback and/or lower cost by combining the two, as well as possibly reducing transactional costs. Again, ES has modeled this program and can demonstrate the added value of adding Energy Efficient Measures with a renewable system.

"When we heal the earth, we heal ourselves." ~David Orr

ENERGY EFFICIENT MEASURES

ES will require all electrical usage bills from each and all the client's meters for the prior year. This analysis encompasses a selected 12-month period of energy cost and energy usage for every meter which then provides ES the data to determine the proposed benefits.



The electrical rate being offered is made possible through the reduction of costs and the individual components that make up the overall utility bill, as well as taking into account the energy production from the solar system.

The *Greening Process* savings is affected by the implementation of energy efficiency measures. New technologies are replacing older inefficient devices. These savings are based on proven technology and can be quantified. Additionally, these savings will be realized through normal ESCo recommendations such as lights, light sensors, chillers and consumption monitoring systems.

Based on our site surveys and energy audits, the energy efficient measures will play a significant part in reducing our client's utility costs and consumption. ES estimates on average a 10% reduction in energy usage through the implementation of energy efficient measures which become assets of the client. ES will perform extensive work to ensure that the future electrical consumption is as efficient as possible.

- Some of these measures will include, but will not be limited to the following:
- Retrofitting of all lighting systems with energy-efficient bulbs.
- Installation of timed space lighting to prevent human error.
- Installation of energy-efficient control units for the heating systems.
- Installation of energy-efficient control units for the air-conditioning systems.

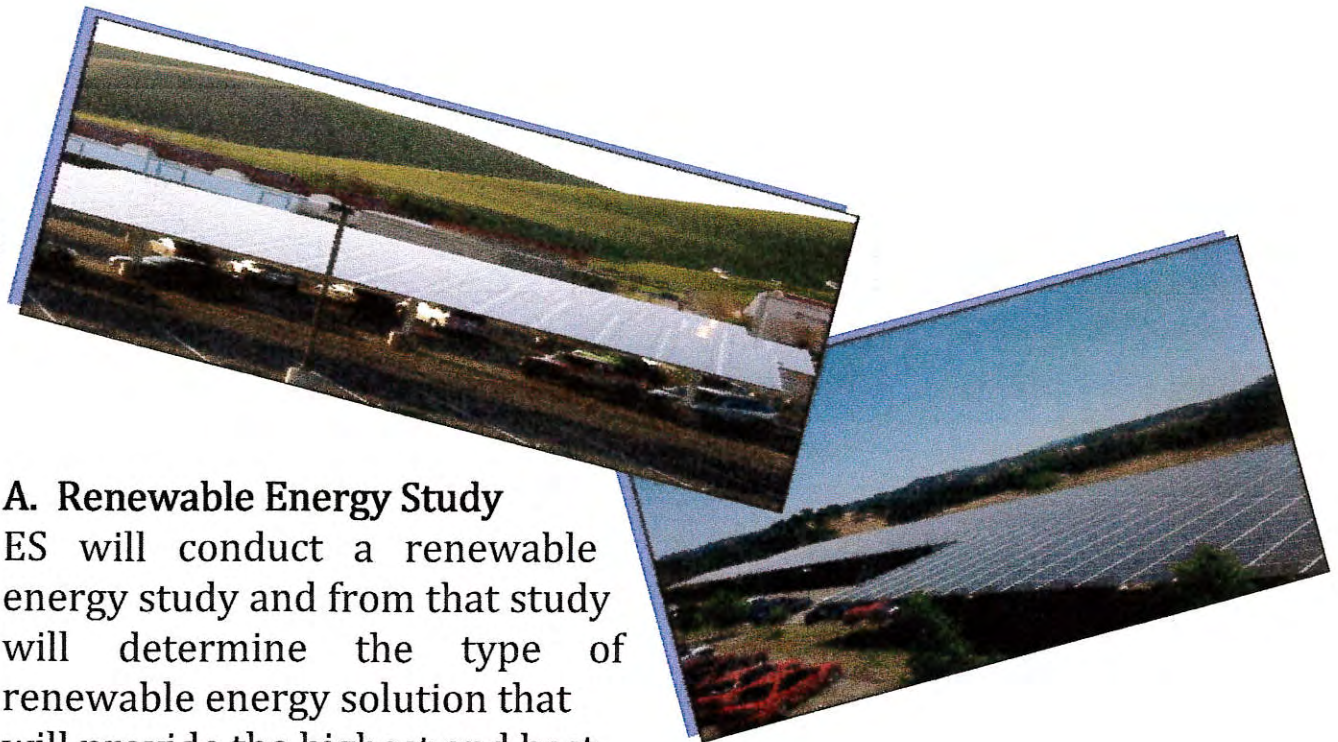
Achieving the maximum reduction in energy consumption per dollars spent is critical to this process. More capital intensive measures such as the replacement or upgrading of air condition systems are also considered and evaluated based on cost versus long term reduction in energy.



"We have to shift our emphasis from economic efficiency and materialism towards a sustainable quality of life and to healing of our society, of our people and our ecological systems." ~Janet Holmes à Court

RENEWABLE ENERGY SOLUTIONS (RES)

The fourth and fifth steps of the *Greening Process* are the recommendation and implementation of Renewable Energy Solutions. Based on the Renewable Energy Study, ES will identify which technologies could be used for a viable economical solution to substitute brown energy consumption with green energy production.



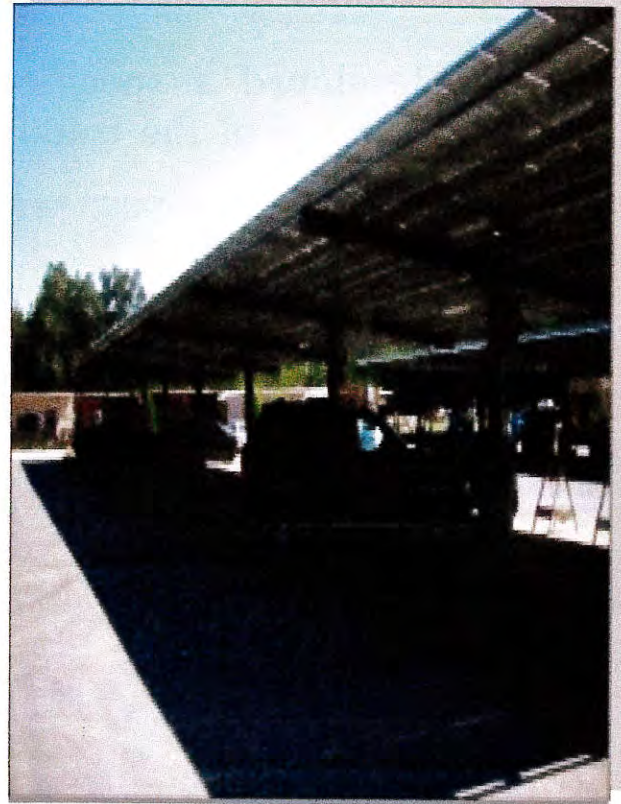
A. Renewable Energy Study

ES will conduct a renewable energy study and from that study will determine the type of renewable energy solution that will provide the highest and best use. General parameters for renewable energy solutions are as follows: total energy consumption, energy densities and supply/availability of energy resources at the specified location(s), average cost of energy at that location, cost of construction and space availability.

B. Recommendation for RES Improvement Projects

The Greening Process approach does not recommend offsetting more than 60% of the original energy consumption. ES has attempted to standardize the design for most sized systems. Standardization reduces both the installation cost and the installation time of a project.

To improve risk management ES's design will break down the layout into 4 sub arrays with one inverter for every sub array. Since most difficulties of a photo voltaic (PV) Solar system is related to the malfunctioning of an Inverter (once every 12 years) this design secures 75% of the production and increases the uptime of the solar system. The design remains dependent on the technology chosen and is subject to availability of PV-panels.



C. Cost Overview RES Improvement

Compared to other technologies, PV Solar electric systems have an advantage in that operations & maintenance costs are minimal. Maintenance will be conducted with no interruption of power generation.

Depending on available space, potential of interconnection and financing conditions, there might be the need to adjust the amount of kWp DC installed. Installation of different types of systems (rooftop, parking structure, etc.) can affect pricing.

The use of solar energy has not been opened up because the oil industry does not own the sun. ~Ralph Nader, quoted in Linda Botts, ed., *Loose Talk*, 1980

FINANCING IS KEY

Eco Sol, Inc. analysis shows that each sustainable project is different, and that in turn prohibits the dedication to a precise formula. But due to our extensive research we have concluded that we are able to finance the program using variations of our model.

ES has developed a specific financing opportunity that is a modified version of the traditional Power Purchase Agreement.



ES understands that our municipal clients may be reluctant to issue either General Obligation Bonds (GOB) or other taxable bonds without the revenue stream to pay the coupon. ES has a financial model which allows our clients to proceed with the recommendations of our base ASHRIE audits without having to issue a GOB or Certificates of Participation (COP). Rather, through the ES financial model the client will enter a modified

version of a PPA which will allow the us to take advantage of all the incentives being offered and then the system is handed over to to the client..

ES is prepared to not only finance the project but guarantee the cost savings. This is being offered on both the Efficiency Measures and the Renewable System. There is no other company to our knowledge that is willing to provide this opportunity to their clients. Further, ES works with complete transparency. Well provide out clients with all the documents necessary for the them to be completely informed of the process and the accounting behind every opportunity. There is no "hiding the ball" when it comes to our process.

This brief explanation simplifies the process but provides a very good description of how the financial model works.

LET'S WORK TOGETHER TO TAKE CONTROL OF YOUR ENERGY COSTS.

19730 Ventura Blvd, Suite #5
Woodland Hills, Ca 91364
661-414-5082 § 661-414-7703

"I have no doubt that we will be successful in harnessing the sun's energy.... If sunbeams were weapons of war, we would have had solar energy centuries ago." ~Sir George Porter, quoted in *The Observer*, 26 August 1973

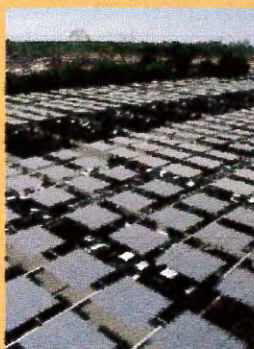

Eco Sol, INC

Statement of Capabilities

Team Member's Selected Utility Scale PV Design, Procurement, Installation, O&M Experience

The accomplishments of the Team Members at SMUD and Now include:

- *Established the highly successful PV Pioneer program with high volume sales and installation of PV systems to residential and commercial customers*
- *Fielded what was the largest single-site, and still is the longest operating, PV power plant in the world: operating successfully since 1984, now 3.5 MW*
- *Installed the first large PV covered parking lot solar/shade tracking PV structure in the world: 540 kW Solarport*
- *Managed the world's first, multiyear, large scale PV procurement contracts (10MW, 5year)*
- *Achieved the consistently lowest cost PV systems in the world across many applications*
- *Supplied PV hardware and installed systems to numerous government agencies and utilities worldwide*
- *Provided cost effective large PV systems for agricultural, existing and new construction commercial buildings, and government agencies*
- *Provided consulting, project services and program development for State & local governments, architects, residential developers, and utilities*



SITE	RATING	DATE	ARRAY TYPE
Rancho Seco Power Plant PV1-7	3540 kW	1984-2002	Tracking & Fixed
Hedge Substation PV1-4	640 kW	1993-1997	Tracking & Fixed
Sacramento International Airport	155 kW	1998	Tracking
CAL-EXPO Solarport/Barns	1100 kW	2000/01	Tracking & Fixed
Tony's Fine Foods Warehouse	1200 kW	2006	Fixed
N CA School Districts PV Projects	1000 kW	2006/07	Fixed
Safeway Stores PV Project	896 kW	2008/10	Fixed


Eco Sol, INC

Statement of Capabilities



Eco Sol, Inc., in collaboration with RetroCom & Spectrum Energy Development Inc. (SEDI) has become a leading full scale energy management company that partners with our clients to bring them the most cost effective management plan possible. The team is capable of providing a full suite of services for any and all desired Energy Efficient/Conservation Measures and Retrofit, from a cadre of Energy Generation opportunities we are able to offer 100% financing, to no cost development of any of the system[s], energy studies, engineering, retro-commissioning, retrofitting, procurement and construction integration. We offer a complete dash board of services with the net result being turn key deliverables.

Our team members are internationally award winning and are made up of the most experienced and respected PV system experts in the country. Our team's experience and capabilities for large PV systems encompass both utility scale (MW scale) and large commercial PV systems (30 kW and larger) and has included commercial buildings, low-income housing, governmental buildings, schools, water districts, and agricultural uses. Our system designs include fixed and tracking systems and roof, ground, and carport sited PV arrays. We are a full service, design-build solar energy project developer providing all aspects of PV system implementation including overall project management, PV system engineering and design, equipment procurement, permitting, system installation services, utility & rebate coordination, DAS/monitoring system installation, system commissioning, and training. We also provide energy management technology to further enhance overall savings in conjunction with the PV systems. Our team has has designed and developed projects involving power purchase contracts for Sun Edison, MMA Renewables, Solar Power Partners, Sacramento Solar Partners, and Sacramento Solar Utility. Prior to forming joining our team a few of our members were responsible for all phases of the world renowned Sacramento Municipal Utility District (SMUD) Solar Program. While at SMUD, they designed, engineered, and oversaw the installation and interconnection of more than 1,000 PV systems comprising over 10 MW of PV, the largest amount by any American utility or in any US community at the time, including the SMUD multi-MW PV power plants at Rancho Seco and Hedge substations.

Our team is the most experienced provider of large PV systems. We provide clients with system design, financial solutions, turnkey installations, and ongoing maintenance of their PV systems. Our proven track record for excellence in design, procurement, engineering, customer service and installations has demonstrated superior performance and cost effectiveness for the client.



Statement of Capabilities

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OUR ENERGY EFFICIENCY, CONSERVATION AND RETRO-COMMISSIONING SERVICES

Our Team is unmatched in Energy Efficiency and Conservation, Energy Studies and Commissioning

Eco Sol, Inc. (ES), as an Energy Management Services organization focuses on Energy Engineering, Energy Efficiency and Energy Generation design, project management and systems commissioning. The company does not represent products but acts instead as an unbiased advocate for our clients in matters concerning energy applications in new and existing commercial and public facilities.

Our team is an approved provider of services to US Federal departments under a General Services Administration (GSA) contract covering energy efficiency services. To date our team has acted as an consultant on energy and green building projects in more than 30 million square feet of commercial and government properties located throughout the United States, including Hawaii. Facilities include acute care hospitals, casinos resort hotels, commercial & corporate office buildings, municipal government facilities, high technology buildings, and high security facilities.

Many of the team personnel have been involved in the design and development of energy efficiency projects, energy project development & management, including ESCO projects, for 25 years and more. The company's professional accreditations in these areas include certifications and professional degrees that are directly related to the services we provide to our clients. Our staff includes Professional Engineers covering Mechanical and Civil Engineering disciplines, certified energy managers, and certified building commissioning professionals, certified measurement & verification professionals, certified co-generation professionals, ASHRAE high performance design professionals and a number of additional designations that are relevant to our consultancy.

General Work Elements

A formal and detailed work plan is developed for all major projects managed by our team. This detailed work plan is based upon pre-determined work elements, it outlines the activities that will take place during the project, and it estimates when those activities will occur. Typically, this work plan is a living document because it requires regular revision in order to address unique project challenges relative to work timing and completions. Many factors can influence the progress on any given project including subcontractors who are delayed, coordination between subcontractors if any, delays in material deliveries, space access, unknown or deficient building systems and additional challenges too numerous to mention.

At this stage of project development the general work elements have been identified in order to develop a project fee schedule. These work elements outlined here are a sample of what services our team may provide during any given project.

Project Management during Construction Phase –

This phase of the work is continuous throughout the project and generally includes,

- Development of the work plan*
- Construction schedule development and ongoing deviation maintenance*

- *Progress reporting – client and our team*
- *Quality assurance and quality control plan development*
- *Site health and safety plan development*
- *Management and coordination of design and specification development for 6 measures noted in Tetra Tech/Energy Dynamics audit only*
- *Local labor sourcing and capability interviews*
- *Material and equipment sourcing*
- *Material delivery coordination and logistics*
- *Coordination with Barbados Beach Club concerning space/room access*
- *Management & coordination of measure commissioning activities during construction*
- *Management & coordination of operations & maintenance development*
- *Coordination of project performance monitoring training*
- *Project completion out-briefing with client*

Our Team Has Performed Full Retro-commissioning And Energy Retrofits on The Following Projects



Northampton VA Medical Center
Leeds, Massachusetts
U.S. Department of Veterans Affairs

Retro-commissioning
548,000 Sq. Ft.



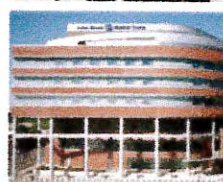
VA Maine Healthcare System/Togus
Augusta, Maine
U.S. Department of Veterans Affairs

Retro-commissioning
538,000 Sq. Ft.



White River Junction VA Medical Center
White River Junction, Vermont
U.S. Department of Veterans Affairs

Retro-commissioning
430,000 Sq. Ft.



Jesse Brown VA Medical Center
Chicago, Illinois
U.S. Department of Veterans Affairs

Retro-commissioning
1,075,091 Sq. Ft.



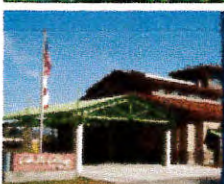
Oscar G. Johnson VA Medical Center
Iron Mountain, Michigan
U.S. Department of Veterans Affairs

Retro-commissioning
260,000 Sq. Ft.



**US Veterans Administration Hospital
Community Living Center**
Remodel & Expansion
Reno, NV

Commissioning, LEED® Consulting
47,000 Sq. Ft.



**Commissioning Cabrillo College
Industrial Technology
Education Center**
Watsonville, CA

Commissioning, LEED® Consulting
14,743 Sq. Ft.



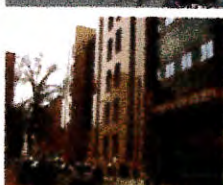
Department of Veterans Affairs
Yuba City, CA

Commissioning, LEED® Consulting
23,000 Sq. Ft.



GSA - Denver Federal Center
Denver, CA

IPMVP Measurement & Verification
40,000 Sq. Ft.



Department of Veterans Affairs
Baltimore, MD

Retro-commissioning, ASHRAE Audit
665,000 Sq. Ft.



GSA - Heald College Facility
Salinas, CA

Retro-commissioning, Control
System Design
25,000 Sq. Ft.



Sharp-Grossmont Hospital
La Mesa, CA

Retro-commissioning, LEED® Consulting
880,000 Sq. Ft.



Little Company of Mary Hospital
Torrance, CA

Retro-commissioning
580,000 Sq. Ft.



US Customs & Immigration Offices
Reno, NV

Commissioning, LEED® Consulting
24,000 Sq. Ft.