



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA

APRIL 3, 2017 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales
Vice Mayor Joel Fajardo
Councilmember Antonio Lopez
Councilmember Jaime Soto
Councilmember Sylvia Ballin

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer

APPROVAL OF AGENDA

PRESENTATIONS

- a) TRIBUTE TO OUR TROOPS
Mayor Robert C. Gonzales
- b) CERTIFICATE OF RECOGNITION – EDUCATION COMMISSIONER YVONNE G. MEJIA
Councilmember Antonio Lopez
- c) CERTIFICATE OF RECOGNITION – SAN FERNANDO HIGH SCHOOL DIY GIRLS
Mayor Robert C. Gonzales
- d) DMV/DONATE LIFE CALIFORNIA MONTH – APRIL 2017
Mayor Robert C. Gonzales

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PUBLIC STATEMENTS – WRITTEN/ORAL

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

CONSENT CALENDAR

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

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 17-041 approving the Warrant Register.

2) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH NEIGHBORHOOD JUNIOR TENNIS PROGRAM FOR OFFICE SPACE AT RECREATION PARK

Recommend that the City Council:

- a. Approve a Non-exclusive License Agreement (Contract No. 1846) with Neighborhood Junior Tennis Program for the use of office space at Recreation Park; and
- b. Authorize the Interim City Manager to execute the Agreement.

3) CONSIDERATION TO APPROVE A SIDE LETTER OF AGREEMENT TO THE EXISTING MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION

Recommend that the City Council:

- a. Approve the proposed Side Letter of Agreement (Contract No. 1789(a)) to the existing Memorandum of Understanding with the San Fernando Police Officers' Association; and
- b. Authorize the Interim City Manager to make non-substantive corrections and execute all related documents.

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4) CONSIDERATION TO APPROVE THE PURCHASE OF A REPLACEMENT PUBLIC WORKS VEHICLE

Recommend that the City Council:

- a. Approve a Change Order to the Purchase Order with Galpin Ford Motors, Inc. (Galpin Ford) to purchase one (1) additional 2016 Compressed Natural Gas (CNG) Ford F-250 Utility Body Truck with Aluminum Service Body, in the amount of \$46,434.85; and
- b. Authorize the Interim City Manager to execute the Purchase Order; and
- c. Designate Unit No. PW-3322 as surplus City-owned personal property; and
- d. Authorize the Interim City Manager to dispose of said surplus City-owned personal property in accordance with Chapter 2, Article VI, Division 7, of the City of San Fernando Municipal Code.

ADMINISTRATIVE REPORTS**5) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE FISCAL YEAR (FY) 2016-2017 BUDGET TO APPROPRIATE FUNDS FOR EXECUTIVE RECRUITMENT AND LABOR NEGOTIATOR SERVICES**

Recommend that the City Council adopt Resolution No. 7788 amending the FY 2016-2017 Budget to appropriate funds for Executive Recruitment (\$25,000) and Labor Negotiator (\$20,000) services.

6) CONSIDERATION OF A LETTER OF SUPPORT REGARDING AB466 – LOS ANGELES RIVER TRIBUTARIES AND WATERSHED WORKING GROUP

This item is placed on the agenda by Mayor Robert C. Gonzales.

7) APPOINTMENT TO THE EDUCATION COMMISSION

Councilmember Antonio Lopez is recommending the appointment of David Govea to the Education Commission as his representative.

8) CONSIDERATION OF THE 3RD ANNUAL LGBTQ CONFERENCE – SCOPE OF WORK, DIRECTION AND RESOLUTION

This item is placed on the agenda by Vice Mayor Joel Fajardo.

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9) CONSIDERATION TO ADOPT A RESOLUTION DECLARING THE RESULTS OF THE MARCH 7, 2017 GENERAL MUNICIPAL ELECTION AND CONFIRMATION/FINAL ADOPTION OF ORDINANCE AMENDING THE MUNICIPAL CODE AND OTHER PROVISIONS TO REFLECT THE CONVERSION OF THE ELECTIVE OFFICE OF CITY TREASURER TO AN APPOINTIVE OFFICE AS AUTHORIZED BY THE VOTERS OF THE CITY

Recommend that the City Council:

- a. Adopt Resolution No. 7787 declaring the results of the March 7, 2017 General Municipal Election; and
- b. Confirm and ratify adoption of Ordinance No. 1663 (second reading), entitled: "An Ordinance of the City Council of the City of San Fernando, California, Amending Article III (Officers and Employees) of the San Fernando Municipal Code and Other Provisions to Reflect the Conversion of the Elective Office of City Treasurer to an Appointive Office as Authorized by the Voters of the City of San Fernando Pursuant to Government Code Section 36508 Through 36510 at the City's General Municipal Election of March 7, 2017,".

10) OATH OF OFFICE ADMINISTERED TO NEWLY ELECTED OFFICIALS

The City Clerk will administer the Oath of Office and deliver a Certificate of Election to the newly elected officials:

City Council: Joel Fajardo and Robert C. Gonzales

City Treasurer: Margarita Solis

11) REORGANIZATION OF THE CITY COUNCIL – SELECTION OF MAYOR AND VICE MAYOR

Due to the March 7, 2017 General Municipal Election, this item is placed on the agenda for consideration.

CITY COUNCIL - LIAISON UPDATES

DEPARTMENT HEADS - COMMISSION UPDATES

GENERAL COUNCIL COMMENTS

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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, CMC

City Clerk

Signed and Posted: March 29, 2017 (5:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. 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 Department 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 website 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 Department at (818) 898-1204 at least 48 hours prior to the meeting.

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San Fernando City Council

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager
By: Sonia Gomez-Garcia, Interim Finance Director

Date: April 3, 2017

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 17-041 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

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

ATTACHMENT:

A. Resolution No. 17-041

ATTACHMENT "A"**RESOLUTION NO. 17-041****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-041****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 April, 2017.

Robert C. Gonzales, 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 April, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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03/28/2017 12:37:49PM CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205224	4/3/2017	892287 99 CLEANERS	8360		ENP TOWELS CLEANING SERVICES 115-422-3750-4300	10.00
			8367		ENP TOWELS CLEANING SERVICES 115-422-3750-4300	16.00
					Total :	26.00
205225	4/3/2017	890104 ABBA TERMITE & PEST CONTROL	31420		BEE REMOVAL-PARKWAY TREE ON 001-346-0000-4310	95.00
					Total :	95.00
205226	4/3/2017	888356 ADVANCED AUTO REPAIR	1109		REPLACE ENGINE-PD3031 041-320-0225-4400	2,423.50
					Total :	2,423.50
205227	4/3/2017	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0417		DRINKING WATER 001-222-0000-4300	101.78
					Total :	101.78
205228	4/3/2017	100128 ALL VALLEY HONEY & BEE	46007		ERADICATE BEES FROM REC PARK BL 043-390-0000-4330	150.00
					Total :	150.00
205229	4/3/2017	892398 ALVAREZ, LEONARD	2000005.003		SENIOR TRIP REFUND 004-2383	290.00
					Total :	290.00
205230	4/3/2017	100141 ALVAREZ, LINA	03/04/17-03/17/17	11533	ENP CONTRACT FOOD SERVICE PROV 115-422-3750-4270	283.50
					Total :	283.50
205231	4/3/2017	887270 AMERICAN TRANSPORTATION SYSTEM	101777-2		TRANSPORT SERVICES-AVOCADO FE 004-2383	661.14
					Total :	661.14
205232	4/3/2017	892515 ANDERMARCH, SONIA	001		BILINGUAL TESTING 001-106-0000-4270	439.26

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205232	4/3/2017	892515 892515 ANDERMARCH, SONIA	(Continued)			Total :	439.26
205233	4/3/2017	100191 ANGELES SHOOTING RANGE	9745		TRAINING		
			9816		001-225-0000-4360		75.00
					TRAINING		
					001-225-0000-4360		75.00
					Total :		150.00
205234	4/3/2017	100222 ARROYO BUILDING MATERIALS, INC	184733		CONCRETE, CURB REPAIR-1617 FERM		
					015-310-0866-4600		149.13
					Total :		149.13
205235	4/3/2017	890608 ASCENCIO JR, GERARDO	51093		MMAP SERVICES-COLLECTION OF DO		
					001-424-0000-4430		2,500.00
					Total :		2,500.00
205236	4/3/2017	102530 AT & T	818-270-2203		PD NETWORK LINE		
					001-222-0000-4220		128.97
					Total :		128.97
205237	4/3/2017	891209 AUTONATION SSC	229021		VEHICLE MAINT-PD9474		
			229120		041-320-0228-4400		199.31
					VEHICLE MAINT-PD9474		
					041-320-0228-4400		294.75
					Total :		494.06
205238	4/3/2017	892013 BERNSTEIN, DIANA	03/01/17-03/31/17		ART CLASS INSTRUCTOR		
					017-420-1343-4260		260.00
					Total :		260.00
205239	4/3/2017	892464 CANON FINANCIAL SERVICES, INC	17130064	11530	CANON COPIERS		
					001-135-0000-4260		1,181.70
					001-135-0000-4260		109.30
					Total :		1,291.00
205240	4/3/2017	103619 CARL WARREN & CO.	159123		LEGAL FEES		
					006-190-0000-4800		375.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205240	4/3/2017	103619103619 CARL WARREN & CO.	(Continued)		Total :	375.00
205241	4/3/2017	891860 CARL WARREN & COMPANY	10240-10251		REIMB.OF ITF ACCT (LIABILITY CLAIMS 006-1037	26,264.86
					Total :	26,264.86
205242	4/3/2017	888296 CHIEF SUPPLY CORPORATION	461243		MISC UNIFORMS 001-222-0000-4300	305.90
					Total :	305.90
205243	4/3/2017	103029 CITY OF SAN FERNANDO	17218-17225		REIMB. TO WORKERS COMP ACCT 006-1035	6,115.28
					Total :	6,115.28
205244	4/3/2017	100715 CITY-WIDE FIRE PROTECTION CO.	65451		ANNUAL FIRE ALARM SYSTEM CERT T 043-390-0000-4330	645.00
					Total :	645.00
205245	4/3/2017	892480 CLEAN ENERGY	1	11552	CNG FUELING STATION IMPROVEMEN 010-310-3661-4600	12,728.00
				11552	010-320-3697-4600	3,182.00
					010-2037	-795.50
			2	11552	CNG FUELING STATION IMPROVEMEN 010-310-3661-4600	7,600.00
				11552	010-320-3697-4600	1,900.00
					010-2037	-475.00
					Total :	24,139.50
205246	4/3/2017	888762 COMMAND CONCRETE CUTTING	12253		FIRE SERVICE TRENCH CUT 070-383-0000-4260	875.00
					Total :	875.00
205247	4/3/2017	100805 COOPER HARDWARE INC.	104463		EXTRA KEYS FOR PD VEHICLES 001-222-0000-4300	149.21
			104464		CONCRETE MIX & MISC SUPPLIES 070-383-0301-4300	96.83
					Total :	246.04

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205248	4/3/2017	890559 CRESCENTA VALLEY WATER DISTRIC	SF18		ULARA SPECIAL COUNSEL COST SHAF 070-381-0000-4270	40.32	
					Total :	40.32	
205249	4/3/2017	890695 CROWN CITY ENGINEERING	60-06C		PO#11448-PARKING DEMANDS & TRAF 001-2203	650.00	
					Total :	650.00	
205250	4/3/2017	103794 CSUN/ CENTER FOR	100SFV		GIS SERVICES		
				11542	070-381-0000-4270	1,000.00	
				11542	001-140-0000-4270	100.00	
				11542	001-150-0000-4270	22.00	
					Total :	1,122.00	
205251	4/3/2017	101666 DE LAGE LANDEN FINANCIAL SERVS	53637807		MAR LEASE PAYMENT ON SHARP/MX7		
				11456	001-135-0000-4260	1,051.80	
				11456	072-360-0000-4290	73.35	
				11456	070-381-0000-4290	73.35	
					Total :	1,198.50	
205252	4/3/2017	891425 DIAZ, MARISOL	REIMB		REIMB OF EXERCISE EQUIP PURCHASE 017-420-1322-4300	82.28	
			REIMB		REIMB OF SENIOR CLUB SOUND SYST 004-2380	27.26	
			REIMB		REIMB OF ENP KITCHEN SUPPLIES PU 115-422-3750-4300	103.74	
					Total :	213.28	
205253	4/3/2017	100960 DIEDIKER, VIRGINIA	REIMB		REIMB-TOWELS PURCHASED FOR LOF 001-424-0000-4300	142.46	
			REIMB		REIMB-CITY MAP FRAMED FOR RCS D 001-420-0000-4300	75.00	
					Total :	217.46	
205254	4/3/2017	892295 DISCOUNT TWO-WAY RADIO	SQ184958		PROGRAMMING CABLE & SOFTWARE 001-226-0230-4430	232.61	
					Total :	232.61	

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205255	4/3/2017	892470 E.M. OIL TRANSPORT INC.	28323	11561	EMERG POTHOLE REPAIR IN RAIN & A 012-311-0558-4600	1,184.40
			28425	11561	012-311-0558-4600 EMERG POTHOLE REPAIR IN RAIN & A 072-360-0000-4310	109.56
					072-360-0000-4310	425.00
						39.31
					Total :	1,758.27
205256	4/3/2017	890879 EUROFINS EATON ANALYTICAL, INC	I0309395		CREDIT-FOLDER NO. 620191 070-384-0000-4260	-129.20
			L0308785		WATER ANALYSIS - F642090 070-384-0000-4260	50.00
			L0308809		WATER ANALYSIS - F642091 070-384-0000-4260	139.60
			L0309052		WATER ANALYSIS - F641633 070-384-0000-4260	164.00
			L0309788		WATER ANALYSIS - F642749 070-384-0000-4260	139.60
			L03101528		WATER ANALYSIS - F643646 070-384-0000-4260	139.60
			L0310245		WATER ANALYSIS - F643088 070-384-0000-4260	139.60
			L0310514		WATER ANALYSIS - F644338 070-384-0000-4260	139.60
			L0310519		WATER ANALYSIS - F644670 070-384-0000-4260	139.60
			L0310678		WATER ANALYSIS - F643137 070-384-0000-4260	164.00
					Total :	1,086.40
205257	4/3/2017	891622 FARMER BROTHERS	64905231		BREAK ROOM SUPPLIES 001-222-0000-4300	181.53
					Total :	181.53
205258	4/3/2017	892198 FRONTIER COMMUNICATIONS	209-150-5250081292		RADIO REPEATER 001-222-0000-4220	45.70
			209-151-4942-041191		CITY YARD AUTO DIALER	

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205258	4/3/2017	892198 FRONTIER COMMUNICATIONS	(Continued)		070-384-0000-4220	50.72
			209-151-4943-081292		RADIO REPEATER 001-222-0000-4300	45.70
			818-361-2385-012309		VARIOUS PHONE LINES 007-440-0441-4220	104.85
					001-190-0000-4220	52.42
			818-361-2472031415		PW PHONE LINES 070-384-0000-4220	364.48
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	55.77
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	42.19
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	294.21
			818-837-7174-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	28.26
			818-898-7385-033105		LP FAX LINE 001-420-0000-4220	32.14
					Total :	1,116.44
205259	4/3/2017	887186 GALPIN MOTORS INC.	868592		VEHICLE MAINT-PW0509 041-320-0311-4400	759.36
					Total :	759.36
205260	4/3/2017	889532 GILMORE, REVAA.	03/04/17-03/17/17	11534	ENP FOOD SERVICE PROVIDER-MEAL 115-422-3750-4270	546.00
				11534	115-422-3752-4270	117.00
					Total :	663.00
205261	4/3/2017	889352 GOMEZ, ADRIANA	MARCH 2017		COMMISSIONER'S STIPEND 001-420-0000-4111	50.00
					Total :	50.00
205262	4/3/2017	889535 GOMEZ, GILBERT	03/04/17-03/17/17	11535	ENP CONTRACT HDM DRIVER 115-422-3752-4270	210.00
				11535	115-422-3752-4390	51.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205276	4/3/2017	101990 101990 L.A. COUNTY METROPOLITAN	(Continued)			Total : 1,210.00
205277	4/3/2017	102007 L.A. COUNTY SHERIFFS DEPT.	173181SS		INMATE MEAL SERVICE-FEB 2017 001-225-0000-4350	1,050.07 Total : 1,050.07
205278	4/3/2017	101971 L.A. MUNICIPAL SERVICES	004-750-1000 494-750-1000 500-750-1000 594-750-1000 657-750-1000 757-750-1000		ELECTRIC - 13003 BORDEN 070-384-0000-4210 WATER - 12900 DRONFIELD 070-384-0000-4210 ELECTRIC-13655 FOOTHILL 070-384-0000-4210 ELECTRIC-12900 DRONFIELD 070-384-0000-4210 ELECTRIC - 14060 SAYRE 070-384-0000-4210 WATER - 14060 SAYRE ST 070-384-0000-4210	516.39 11.51 190.62 3,960.07 8,305.07 78.18 Total : 13,061.84
205279	4/3/2017	889118 LDI COLOR TOOLBOX	1060551 1060552		COPIES & MAINT CONTRACT- 001-135-0000-4260 COPIES & MAINT CONTRACT- 001-135-0000-4260	66.51 260.64 Total : 327.15
205280	4/3/2017	101920 LIEBERT CASSIDY WHITMORE	1436775 1436776		LEGAL FEES 001-112-0000-4270 LEGAL FEES 001-112-0000-4270	1,988.00 21,577.75 Total : 23,565.75
205281	4/3/2017	101974 LOS ANGELES COUNTY	031517	11468	ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260	4,608.98 Total : 4,608.98
205282	4/3/2017	102003 LOS ANGELES COUNTY	RE-PW-17030807596	11471	INDUSTRIAL WASTE CHARGES-FEB 20 072-360-0000-4450	5,150.18
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205282	4/3/2017	102003 102003 LOS ANGELES COUNTY	(Continued)			Total : 5,150.18
205283	4/3/2017	102063 MACKAY METERS, INC.	1046396		HANDHELD PARKING METER PROGRA 029-335-0000-4300	977.65 Total : 977.65
205284	4/3/2017	888468 MAJOR METROPOLITAN SECURITY	1081715 1081716 1081717 1081718 1081719 1081720 1081721 1081722 1081723 1081724 1081725 1081726 1081727 1081728 1081729		ALARM MONITORING - APRIL 2017 043-390-0000-4260 ALARM MONITORING - APRIL 2017 043-390-0000-4300 ALARM MONITORING - APRIL 2017 043-390-0000-4300 ALARM MONITORING - APRIL 2017 043-390-0000-4300 ALARM MONITORING - APRIL 2017 043-390-0000-4300 ALARM MONITORING - APRIL 2017 043-390-0000-4260 ALARM MONITORING - APRIL 2017 043-390-0000-4300 ALARM MONITORING - APRIL 2017 043-390-0000-4300 ALARM MONITORING - APRIL 2017 043-390-0000-4260 ALARM MONITORING - APRIL 2017 070-384-0000-4260 ALARM MONITORING - APRIL 2017 070-384-0000-4260 ALARM MONITORING - APRIL 2017 070-384-0000-4260 ALARM MONITORING - APRIL 2017 070-384-0000-4260	15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00 23.00 23.00 23.00 23.00
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205298	4/3/2017	102432 OFFICE DEPOT	(Continued)			
			908767070001		001-222-0000-4300 COPY PAPER	55.44
			910574045001		070-383-0000-4300 COPY PAPER RETURNED	25.24
			911380580001		070-383-0000-4300 OFFICE SUPPLIES	-25.24
			913365094001		001-222-0000-4300 OFFICE SUPPLIES	365.43
			913365390001		001-222-0000-4300 OFFICE SUPPLIES	207.62
			913787287001		001-222-0000-4300 3" BLACK BINDERS	75.37
					001-116-0000-4300	33.63
					Total :	887.54
205299	4/3/2017	102443 OKAFOR, MICHAEL	REIMB		MILEAGE REIMB / EMPLOYMENT RELA	
					001-106-0000-4390	32.43
					Total :	32.43
205300	4/3/2017	891836 OLIVAREZ MADRUGA, LLP	14440		LEGAL SERVICES	
					001-110-0000-4270	22,226.99
			14528		072-360-0000-4270	140.00
					LEGAL SERVICES	
					001-110-0000-4270	29,022.41
					072-360-0000-4270	240.00
					Total :	51,629.40
205301	4/3/2017	890095 O'REILLY AUTOMOTIVE STORES INC	4605-227443		AIR FILTERS	
			4605-231773		041-1215	27.90
			4605-232929		OXYGEN SENSOR	
			4605-233192		041-1215	52.16
			4605-233197		WATER PUMP, V-BELTS, THERMOSTAT	
					041-1215	110.92
					ITEMS RETURNED	
					041-1215	-86.50
					RELAY-WA0172	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205301	4/3/2017	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-233279		070-383-0000-4400 SOLAR PANELS-WA0172	12.99
			4605-233280		070-383-0000-4400 TAIL LIGHTS-WA0172	72.08
			4605-234192		070-383-0000-4400 VEHICLE MAINT-PD47956	57.67
			4605-234986		041-320-0224-4400 VEHICLE MAINT-PD7863	19.06
					041-320-0224-4400	12.10
					Total :	278.38
205302	4/3/2017	892449 PADILLA, PATRICIA	REIMB		MILEAGE REIMB-ERC WORKSHOP	
					001-420-0000-4360	28.15
					Total :	28.15
205303	4/3/2017	889385 PAK, JEFFREY	TRAVEL		PER DIEM-POST TRAINING FOR FIELD	
					001-225-0000-4360	85.00
					Total :	85.00
205304	4/3/2017	889545 PEREZ, MARIBEL	REIMB		MILEAGE REIMB-ERC TRAINING	
					001-420-0000-4360	28.57
					Total :	28.57
205305	4/3/2017	888555 PEREZ, VALENTIN	031817		MUSIC-SENIOR CLUB DANCE ON 4/15/	
					004-2380	950.00
					Total :	950.00
205306	4/3/2017	887366 PIONEER MANUFACTURING COMPANY	INV629299		SPRAY TIPS FOR FIELD PAINT MACHIN	
					017-420-1334-4300	31.32
					Total :	31.32
205307	4/3/2017	890994 PONCE, JOE	MARCH 2017		COMMISSIONER'S STIPEND	
					001-420-0000-4111	50.00
					Total :	50.00
205308	4/3/2017	102666 PREFERRED DELIVERY SYSTEMS INC	549-186		COURIER SERVICE	
					001-222-0000-4260	103.00

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205324	4/3/2017	103184 SMART & FINAL	(Continued) 164975		REFRESHMENTS FOR ST PATRICK'S D 004-2346	15.56
					Total :	254.27
205325	4/3/2017	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC - 910 FIRST 043-390-0000-4210	4,129.63
			2-33-746-5215		ELECTRIC - 190 PARK 027-344-0000-4210	581.54
					Total :	4,711.17
205326	4/3/2017	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753-9		NATURAL GAS FOR CNG STATION 041-320-3661-4402	2,663.01
					Total :	2,663.01
205327	4/3/2017	890834 SPARKLING IMAGE CORP	73436		CAR WASHES FOR FEB 2017 001-222-0000-4320	24.00
					Total :	24.00
205328	4/3/2017	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	218353		DOJ LIVE SCAN FINGERPRINTING-FEB 004-2386	3,938.00
					Total :	3,938.00
205329	4/3/2017	888946 TEKWERKS	17711	11443	APRIL-WEBSITE HOSTING & MAINT 001-135-0000-4260	800.00
					Total :	800.00
205330	4/3/2017	103205 THE GAS COMPANY	04232069007		GAS - 910 FIRST 043-390-0000-4210	481.00
			0842203249		GAS - 505 S HUNTINGTON 043-390-0000-4210	242.41
			09062064002		GAS - 120 MACNEIL 070-381-0000-4210	20.27
					072-360-0000-4210	20.27
					043-390-0000-4210	40.54
			14328781316		GAS - 208 PARK 043-390-0000-4210	460.73
						Page: 17

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205330	4/3/2017	103205 103205 THE GAS COMPANY	(Continued)		Total :	1,265.22
205331	4/3/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490	1081409		MAT'L'S FOR RE-ROOFING OF COUNCIL 043-390-0000-4300	30.39
			1081410		CLEANER SOLUTION FOR EQUIPMENT 001-423-0000-4300	7.19
			3030515		REPL OF EQUIP & SUPPLIES 041-320-0000-4310	1,184.96
					041-320-0000-4300	198.98
			4582973		SMALL TOOL 001-311-0000-4300	30.30
			5021853		MAT'L'S FOR RE-ROOFING OF COUNCIL 043-390-0000-4300	137.46
			5021963		MAT'L'S FOR RE-ROOFING OF COUNCIL 043-390-0000-4300	65.43
			7034109		RE-ROOFING MAT'L'S FOR COUNCIL C 043-390-0000-4300	349.26
			7075411		MAINT SUPPLIES FOR PIONEER PARK 043-390-0000-4300	76.57
			7075412		SMALL TOOLS FOR FAC MAINT 043-390-0000-4300	384.27
			8244202		LANDSCAPING MAT'L'S 043-390-0000-4300	91.55
			9034990		MAT'L'S FOR FAUCET REPAIR @ LP PAI 043-390-0000-4300	71.46
					Total :	2,627.82
205332	4/3/2017	890833 THOMSON REUTERS	835683499		LA CLEAR - INVEST TOOL 001-135-0000-4260	174.26
					Total :	174.26
205333	4/3/2017	103903 TIME WARNER CABLE	8448 20 054 0010369		CABLE-PD (03/18/17-04/17/17) 001-222-0000-4260	226.13
			8448200540028882		LAS PALMAS CABLE SERVICES MAR13 001-420-0000-4260	175.53
			8448-20-054-0196309		INTERNET SERVICE - 03/23-04/22 001-190-0000-4220	1,100.00
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205333	4/3/2017	103903 103903 TIME WARNER CABLE	(Continued)			Total : 1,501.66
205334	4/3/2017	887458 TORRES, HECTOR	TRAVEL		PER DIEM-POST TRAINING FOR FIELD 001-225-0000-4360	85.00 Total : 85.00
205335	4/3/2017	891311 TORRES, RITA	03/04/17-03/17/17	11538 11538	ENP CONTRACT FOOD SERVICE PROV 115-422-3750-4270 115-422-3752-4270	120.75 15.75 Total : 136.50
205336	4/3/2017	103413 TRANS UNION LLC	02707089		CREDIT CHECKS 001-222-0000-4260	80.64 Total : 80.64
205337	4/3/2017	103436 UC REGENTS	V0003755		SERVICE OF TRAFFIC SIGNAL OPERA1 001-370-0000-4360	740.00 Total : 740.00
205338	4/3/2017	892258 UNIFORM & ACCESSORIES	290036 590035		UNIFORMS 001-222-0000-4300 UNIFORMS 001-222-0000-4300	21.66 21.66 Total : 43.32
205339	4/3/2017	888241 UNITED SITE SERVICES OF CA INC	114-5061933 114-5078086		PORTABLE TOILET RENTAL @ 501 FIR 043-390-0000-4260 PORTABLE TOILET RENTAL @ LAYNE F 043-390-0000-4260	633.85 437.48 Total : 1,071.33
205340	4/3/2017	103534 VALLEY LOCKSMITH	4250		LOCK AT LP RE-KEYED 001-424-0000-4260	85.00 Total : 85.00
205341	4/3/2017	103574 VERDIN, FRANCISCO JAVIER	01/01/17-03/31/17		MEXICAN FOLKLORICO DANCE CLASS 017-420-1362-4260	819.00
						Page: 19

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205341	4/3/2017	103574 103574 VERDIN, FRANCISCO JAVIER	(Continued)			Total : 819.00
205342	4/3/2017	889644 VERIZON BUSINESS	63959472 63959473 63959474 63959475 63959476 63959477 63960017 63960028		CITY HALL LONG DISTANCE 001-190-0000-4220 CITY YARD LONG DISTANCE 070-384-0000-4220 CITY HALL LONG DISTANCE 001-190-0000-4220 POLICE LONG DISTANCE 001-222-0000-4220 CITY YARD LONG DISTANCE 070-384-0000-4220 RCS LONG DISTANCE 001-420-0000-4220 CITY YARD LONG DISTANCE 001-310-0000-4220 CITY HALL LONG DISTANCE 001-190-0000-4220	48.73 14.59 24.77 108.85 9.73 15.08 4.87 53.76 Total : 280.38
205343	4/3/2017	892081 VERIZON BUSINESS SERVICES	70378406		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,032.19 Total : 1,032.19
205344	4/3/2017	100101 VERIZON WIRELESS-LA	9781811134		VARIOUS CELL PHONE PLANS 001-105-0000-4220 072-360-0000-4220 001-101-0109-4220 001-101-0111-4220 001-101-0107-4220	48.20 60.40 32.20 37.74 33.21 Total : 211.75
205345	4/3/2017	889681 VILLALPANDO, MARIA	03/04/17-03/17/17	11539 11539	ENP CONTRACT FOOD SERVICE PROV 115-422-3750-4270 115-422-3752-4270	262.50 52.50 Total : 315.00
						Page: 20

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205346	4/3/2017	888442 WESTERN EXTERMINATOR COMPANY	4892059		PEST CONTROL @ REC PARK 043-390-0000-4260	79.00
			4893609		PEST CONTROL @ RUDY ORTEGA PAF 043-390-0000-4260	53.00
			4910175		PEST CONTROL @ LP PARK 043-390-0000-4260	54.50
			4910176		PEST CONTROL @ CITY HALL 043-390-0000-4260	86.00
					Total :	272.50
205347	4/3/2017	891531 WILLDAN ENGINEERING	00322961		NPDES & TMDL SERVICES 073-350-0000-4270	11,202.50
			00323024	11558	NPDES & TMDL SERVICES 073-350-0000-4270	3,842.75
			00323527		ENGINEERING SERVICES FOR SRTS C 010-370-3636-4600	375.07
				11452	012-311-3636-4600	41.68
				11452		
					Total :	15,462.00
124 Vouchers for bank code :		bank3			Bank total :	251,906.48
124 Vouchers in this report					Total vouchers :	251,906.48

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager
By: Ismael Aguila, Recreation and Community Services Director

Date: April 3, 2017

Subject: Consideration to Approve a Non-exclusive License Agreement with Neighborhood Junior Tennis Program for Office Space at Recreation Park

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Non-exclusive License Agreement (Attachment "A" – Contract No. 1846) with Neighborhood Junior Tennis Program (NJTP) for the use of office space at Recreation Park; and
- b. Authorize the Interim City Manager to execute the Agreement.

BACKGROUND:

1. Since October 2015, the City has collaborated with Southern California Tennis Association (SCTA) and Neighborhood Jr. Tennis Program (NJTP) to implement year-round tennis programming and competition for both children and adults at Pioneer Park.
2. In the summer of 2015, the SCTA and NJTP secured approximately \$15,000 in grants to refurbish the tennis courts at Pioneer Park. Since reopening the courts, the NJTP has conducted weekly free and low-cost programs for the community.
3. In October 2016, the SCTA and NJTP, along with City staff, discussed potential opportunities to improve youth tennis programs, which included moving the NJTP operations to one of the City's park facilities.

Consideration to Approve a Non-exclusive License Agreement with Neighborhood Junior Tennis Program for Office Space at Recreation ParkPage 2 of 3

ANALYSIS:Neighborhood Jr. Tennis Program (NJTP)

The NJTP is a non-profit 501(c)(3) organization with a well-established group of partners, including the United Parcel Service, United Way, LA 84 Foundation, Riviera Country Club Foundation, Southern California Tennis Association, Tennis Tutor, and JP Morgan Chase Bank. NJTP offers affordable group tennis lessons, private lessons and tournaments for children and adults in the Northeast San Fernando Valley. The goal of NJTP is to improve the community and the lives of children through tennis. NJTP provides the community an opportunity to learn a life sport that will inevitably help academics and health by teaching the participants discipline, hard work, and the importance of physical activity.

The City and NJTP began their collaboration in 2015, at which time NJTP was able to secure funding to revitalize the existing tennis court at Pioneer Park. This included court resurfacing, painting new blended lines, installing nets and repairs to court perimeter fencing. Since then, NJTP and the City have continued to work together towards the development and implementation of programs that address issues of common interest for the benefit of the community.

Proposed Agreement

NJTP will continue to coordinate tennis programming, promotion, and perform facility maintenance at Pioneer Park. In addition, NJTP is requesting access to office space at Recreation Park in order to conduct the administrative functions.

The office space identified is approximately 100 square feet, located on the northwest side of Recreation Park. The underutilized office space was previously used for the Senior Meal Program supply room. However, the space has been cleared, has the appropriate phone and electrical supply lines, and is ready to be occupied.

The main components of the License Agreement are as follows:

- Initial three year term and a maximum of two consecutive one-year extensions;
- Office hours to match Recreation and Community Services' "normal hours of operation" that currently include being open between 8:00 a.m. and 10:00 p.m., Monday through Friday, and open from 8:00 a.m. to 5:00 p.m. on weekends;
- Shared use of facility restrooms and conference room;
- NJTP to make all physical improvements to office space needed to initiate operation at their sole expense;

Consideration to Approve a Non-exclusive License Agreement with Neighborhood Junior Tennis Program for Office Space at Recreation ParkPage 3 of 3

- NJTP to pay the City a monthly fee of \$225 (equivalent to \$2.25 per square foot for use of 100 square feet of office space) that would result in an annual license fee of \$2,700 to the City for use of the office space.

BUDGET IMPACT:

The City Council's approval of the Non-Exclusive License Agreement between the City and NJTP would result in an increase to the General Fund revenue of \$225 per month, or \$2,700 for a 12-month period, for the term of the License Agreement.

CONCLUSION:

Staff recommends that the City Council authorize the City Manager to execute a Non-exclusive License Agreement (Attachment "A" – Contract No. 1846) with Neighborhood Junior Tennis Program (NJTP) to grant access to office space at Recreation Park.

ATTACHMENT:

- A. Contract No. 1846



ATTACHMENT "A"
CONTRACT NO.1846

NON-EXCLUSIVE LICENSE AGREEMENT

Neighborhood Junior Tennis Program

NON-EXCLUSIVE LICENSE AGREEMENT

(Parties: City of San Fernando and NJTP)

(Facility: Office Space at Recreation Park, 208 Park Ave, San Fernando, CA)

THIS 2017 NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement") is made and entered into this 4th day of April 2017 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and NEIGHBORHOOD JUNIOR TENNIS PROGRAM (NJTP), a non-profit organization. For purposes of this Agreement the capitalized term "Parties" shall be a collective reference to both CITY and NJTP/SCTA. The capitalized term "Party" may refer to either CITY or NJTP/SCTA interchangeably.

RECITALS

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

WHEREAS, CITY is the owner of certain real properties located on 208 Park Avenue and 828 Harding Ave, San Fernando, CA 91340, commonly referred to as Recreation Park and Pioneer Park (hereinafter, the "Properties"); and

WHEREAS, the Properties include a multi-use recreation facilities (hereinafter, the "Facilities"); and

WHEREAS, the Facility includes a 100 square foot room at Recreation Park commonly referred to as the "ENP Office" (hereinafter, the "Office"); and

WHEREAS, the Facility includes two 2,106 square foot tennis courts facilities at Pioneer Park commonly referred to as the "Pioneer Tennis Courts" (hereinafter, the "Courts"); and

WHEREAS, the NJTP wishes to use the Facilities on an intermittent and non-exclusive basis for the purpose of conducting administrative and operational functions for the sport programs they conduct in the CITY; and

WHEREAS, this Agreement is intended to confer upon NJTP a license for the use of Facilities and to set forth the reciprocal duties and obligations of the Parties and the terms, conditions and restrictions governing NJTP's use of Facilities.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

SECTION 1. GRANT OF LICENSE AND TERMS OF USE

A. Grant of License to Use Facilities

- i. Grant of License. Subject to the terms and conditions set forth under this Agreement, CITY hereby grants to NJTP a non-exclusive license to access and use the Facilities for the limited purposes set forth in Exhibit "A" which is attached and incorporated hereto by this reference. The forgoing notwithstanding, the Parties acknowledge, understand and agree that the use of Facilities authorized under this Agreement shall be subordinate to the use of the Facilities as public office space.
- ii. Term. This Agreement shall have an initial term of Three (3) year commencing from the Effective Date ("Term"). City in its sole and absolute discretion may authorize Two (2) extension terms of one (1) additional year commencing upon the expiration of the initial Term. The foregoing notwithstanding, nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at an earlier date as provided under this Agreement.
- iii. General Terms of Use.
 - a. Facility Access. NJTP shall be authorized to access the Facilities during "normal hours of operation" that currently include being open between 8:00 a.m. and 10:00 p.m., Monday through Friday, and open from 8:00 a.m. to 5:00 p.m. on weekends.
 - b. Limitations of Use. NJTP may not use the Facilities for any other use other than those set forth in Exhibit "A". NJTP's use of the Properties does not encompass the use of offices, other rooms, or facilities within on the Properties. NJTP shall not permit unauthorized persons onto the Properties and shall not allow any persons other than CITY personnel and NJTP's personnel and program participants to enter Room while it is being used by NJTP. NJTP shall not restrict CITY's authorized personnel from accessing the Room at any time.
 - c. Facility Improvements. NJTP to make all physical improvements to office space needed to initiate operation at their sole expense;
 - d. Maintenance of Room. After each days use of the Room, NJTP will collect all equipment and materials belong to NJTP and leave the room in a neat,

clean and orderly condition. In addition, NJTP is to adhere to City of San Fernando Facility Rental and Usage Terms (Exhibit "B").

- e. Consideration for Use of Room by NJTP. In consideration for CITY's grant of a license to NJTP to use the Office, NJTP shall pay to CITY a monthly fee of \$225 (hereinafter, the "License Fee").
 - i. NJTP is to maintain an active 501 (c)3 Non-profit status and actively seek additional funding sources to provide monies to offset any costs the City may be incurring in this scope of work in this agreement.
 - ii. NJTP shall provide the Director of Recreation and Community Services a monthly activity report containing a summary of all students enrolled and donations collected for activities described in the scope of work.

SECTION 2. INDEMNIFICATION

NJTP shall indemnify, defend with counsel approved by CITY, and hold harmless CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with (i) NJTP's use of the Room; and (ii) NJTP's performance or non-performance of any of its duties and obligations under this Agreement or NJTP's failure to comply with any of its obligations under the same. The foregoing duty to indemnify, defend and hold harmless shall not embrace liability, losses, damages, expenses, costs which is caused by the sole negligence or willful misconduct of CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and NJTP, or should CITY otherwise find NJTP'S legal counsel unacceptable, then NJTP shall reimburse the CITY its costs of defense, including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation. The NJTP shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

SECTION 3. INSURANCE.

- A. NJTP shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
 - i. Workers' Compensation Insurance Employer's Liability Insurance. NJTP shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00)

per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide; there will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to CITY. If any reduction of coverage occurs, NJTP shall furnish CITY with information regarding such reduction at NJTP's earliest possible opportunity and in no case later than five (5) calendar days after PCS is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to CITY and CITY 's elected or appointed officials, officers, employees, agents or volunteers.

- B. All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Section, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A;VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no Insurance Employer's Liability Insurance, CITY may authorize less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation lower ratings than those set forth in this Section.
- C. With respect to all varieties of insurance required under this Section, all deductibles and self-insured retentions shall be declared to and approved by CITY. CITY, at its option and in its sole and absolute discretion may require that: (i) the insurer reduce or eliminate such deductibles or self-insured retentions as respects CITY and CITY's elected or appointed officials, officers, employees, agents and volunteers; or (ii) NJTP shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. If any of the required insurance coverages contain aggregate limits, or apply to other operations of NJTP not related to this Agreement, NJTP shall give CITY prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords NJTP, CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers. NJTP shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required. NJTP shall not make any substantial reductions in scope of coverage which may affect CITY's protection without CITY's prior written consent.

- E. All varieties of insurance required under this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to CITY and CITY's elected or appointed officials, officers, employees, agents or volunteers.
- F. All policies of insurance provided by NJTP shall be primary to any coverage available to CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of NJTP's insurance and shall not contribute with it.
- G. No policy of insurance or endorsement thereto that is procured by NJTP pursuant to this Section shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of NJTP or NJTP's subcontractors or sub consultants or on behalf of CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Section shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against CITY or CITY 's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf NJTP or NJTP's contractors, subcontractors or subconsultants or on behalf of CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The CITY Representatives may waive this requirement as to CGL Coverage but only upon NJTP's delivery to CITY of endorsements demonstrating that CITY and CITY's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.
- H. NJTP acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Section is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY of San Fernando. Accordingly, NJTP warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Section on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to NJTP's commencement of any work or any of the Services. NJTP shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until NJTP fully complies with this Section. The

requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.

- I. All policies of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior written notice to CITY. NJTP agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the 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.
- J. In addition to any other remedies CITY may have under this Agreement or at law or in equity, if NJTP fails to comply with any of the requirements set forth in this Section, CITY may, but shall not be obligated to: (i) immediately suspend NJTP's permission to engage in any of the uses or activities authorized under this Agreement; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for NJTP's failure to comply with the insurance requirements set forth under this Section.
- K. NJTP shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon NJTP under this Section.
- L. NJTP's procurement of insurance shall not be construed as a limitation of NJTP's liability or as full performance of NJTP's indemnification duties set forth under this Agreement.

SECTION 4. TERMINATION FOR CONVENIENCE AND FOR CAUSE.

- A. Termination for Convenience. The Term of this Agreement notwithstanding, either Party may terminate this Agreement for convenience and without cause or penalty upon fifteen (15) days' prior written notice from the terminating Party to the non-terminating Party.
- B. Termination for Cause.
 - i. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify:

- a. the nature of the Event of Default;
- b. the action required to cure the Event of Default;
- c. the date by which the Event of Default shall be cured, which date shall not be later than the period allowed by applicable cure period set forth under subsection 4.B.2, below.

The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- ii. NJTP shall cure the following types of Events of Defaults within the following time periods:
 - a. Within twelve (12) hours of CITY's issuance of a Default Notice for any failure of NJTP to routinely clean the Room after use in the manner contemplated under this Agreement;
 - b. Within twenty-four (24) hours of CITY's issuance of a Default Notice for any failure of NJTP to timely pay any monetary sums owed to CITY at the time specified in this Agreement or by law. Except as provided under this preceding sentence, CITY shall be under no obligation to entertain any request by NJTP for additional time to pay any monetary sums owed to CITY.
 - c. Within fifteen (15) days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the cure periods prescribed under this subsection, NJTP may submit a written request for additional time to cure the Event of Default upon a showing that NJTP has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial applicable cure period.

The foregoing notwithstanding, NJTP's failure to allow authorized CITY personnel with access to the Room shall constitute an immediate Event of Default and must be cured immediately upon verbal or written notice to NJTP by such CITY personnel. The failure to provide such immediate access upon verbal or written demand of the CITY shall constitute a breach of this Agreement.

- iii. CITY shall have thirty (30) days from the date NJTP issues a Default Notice to cure any Event of Default, unless the Event of Default cannot reasonably be cured within the 30-day cure period. CITY shall be granted an additional thirty (30) calendar days to cure any Event of Default upon CITY's written request for such an extension of time and CITY's demonstration that it has commenced the

cure of the Event of Default. Alternatively, CITY may at any time during the initial 30-day cure period submit a written objection to the Default Notice along with any written declarations or other evidence which disprove or rebut the assertions in the Default Notice. In the event CITY and NJTP are unable to agree as to whether or not an Event of Default on the part of CITY has occurred or whether CITY's proposed cure will adequately cure the Event of Default, NJTP shall either waive the Event of Default in writing or issue a written notice declaring the CITY to be in breach of the Agreement. NJTP shall have no authority to issue a breach notice to CITY prior to the earlier of the following: (a) the expiration of CITY's initial 30-day cure period or any additional 30-day cure period invoked by CITY; or (b) CITY's issuance of a written objection to the Default Notice. In the event CITY is in breach of this Agreement, NJTP's sole remedy shall be the termination this Agreement.

- iv. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- v. The rights and remedies available to CITY hereunder shall be in addition to and not a limitation of any rights and remedies available to CITY at law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach by NJTP, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - a. Terminate this Agreement and revoke the license conferred herein for cause. Under such circumstance CITY may immediately order NJTP, NJTP's personnel and program participants to vacate the Room, the Facility and/or the Property; or
 - b. CITY may agree to some mutually acceptable alternative resolution of the breach with NJTP, provided such resolution is memorialized in writing; or
 - c. CITY may proceed by appropriate court action to: (a) enforce the terms of the Agreement; (b) obtain enforcement of the provisions of this Agreement; (c) obtain declaratory relief; and/or (d) seek recovery for any damages or other losses suffered by CITY as a result of NJTP's breach of this Agreement; or
 - d. The CITY may exercise such other rights or remedies as may be available to it at law or in equity.

- vi. Suspension of License. Concurrent with, or as an alternative to, CITY's initiation of the Default Notice process or the issuance of a notice of intent to terminate this Agreement, CITY may also suspend NJTP's permission to access and use the Room for a period of one (1) or more days for any Event of Default. The term of this Agreement shall not be tolled during any suspension period. Nothing in this subsection shall operate to prohibit or otherwise restrict the ability of CITY to commence proceedings for the termination of this Agreement and the license conferred hereunder during any suspension period or concurrent with the initiation of suspension proceedings.

SECTION 5. MISCELLANEOUS.

- A. Notices. Except as otherwise specifically set forth and allowed under this Agreement, all notices herein required to be given or which may be given by either Party to the other shall be deemed to have been fully given when served personally on CITY or NJTP, or when made in writing and deposited in the United States Mail, certified mail, return receipt requested, postage prepaid and addressed as follows:

TO CITY:

City of San Fernando
Office of the City Manager
San Fernando City Hall
117 Macneil St.
San Fernando, CA 91340
Attn: Nick Kimball, Interim City Manager
Phone: (818) 898-1201
Fax: (818) 361-7631

TO NJTP:

Neighborhood Jr Tennis Program
13083 Hubbard St. #3
Sylmar, Ca 91342
Attn: Barbara Tscheme
Phone: (818) 434-9650
Email: tennistwinb@yahoo.com

Either Party may change its address for notice by notifying the other Party in the manner provided in this Paragraph.

- B. This Agreement shall be construed by, and in accordance with, the laws of the State of California.
- C. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.
- D. This instrument contains all of the agreements and conditions entered into and made by and between the Parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the Parties hereto or their respective successors-in interest.

- E. Time is, and shall be, of the essence for each term and provision of this Agreement.
- F. Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration for CITY's entry into this Agreement and any breach hereof by NJTP shall be deemed to be a material breach. Each term and provision of this Agreement performable by NJTP shall be construed to be both a covenant and a condition.
- G. The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- H. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either CITY or NJTP in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.
- I. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.
- J. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party.
- K. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SAN FERNANDO

NEIGHBORHOOD JR TENNIS PROGRAM

BY: _____
Nick Kimball, Interim City Manager

BY: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

EXHIBIT "A"**(NJTP Scope of Work)****Overview:**

The purpose of this proposal is to secure a sustainable partnership between the City of San Fernando (City) and the National Junior Tennis Program (NJTP) to develop year-round tennis training and competition for both children and adults. Both parties have valuable resources when combined can create a cost neutral community program.

To accomplish this, the NJTP is proposing year-round tennis and competitions in City facilities for both children and adults allowing them to develop both mentally and physically while enjoying the sport of tennis with other residents.

Details:

The City and NJTP will work together towards the development and implementation of strategies and programs that address issues of common interest and concern, within each organization's respective mission, exchange ideas, and share best practices in the delivery of high quality, cost-effective local sports venues for NJTP program participants.

1. Programming:

- a. The City will allow the NJTP to schedule programming as they deem necessary to provide service to the community of San Fernando.
- b. The CITY does retain the right to schedule events and or programming at the Pioneer Park Tennis Courts.
- c. Any programs the CITY schedules will be provided to the NJTP well in advance of any changes as to not cause conflict with NJTP programming.
- d. NJTP is aware that the CITY allows the Special Olympics access to the courts on Sundays for programming. In the event those days change the city will notify NJTP.

2. Promotion and Marketing:

- a. The City and NJTP will promote organizational collaboration to each of their affiliates. In addition, the City will encourage individuals to register with NJTP's network to ensure they are notified of any and all tennis opportunities.
- b. The City will promote NJTP opportunities among its City partners and staff.
- c. The City and NJTP will work to publicize this relationship to their respective constituents to further increase public awareness towards the mission of providing tennis opportunities to residents.

- d. The City and NJTP will exchange relevant publications, bulletins, and other information on a regular basis for education and the stimulation of innovative ideas and approaches to providing tennis opportunities to residents.
- e. Neither party shall use the other party's name, logo, or any other mark without that party's prior written consent and/ or advance approval.

3. Scheduling/ Court Use:

- a. The City and NJTP shall work together during the biannual sport field allocation meetings to determine and resolve facility use needs.
- b. The City will provide the NJTP facility keys to access the courts during pre-approved times.
- c. The City will provide NJTP with dates and times in advance for any city related facility use.
- d. The City will provide facility staff if requested for and Regional or State Competition.

4. Facility

- a. The NJTP will maintain the tennis courts at their own expense upon implementation of this agreement. The CITY will continue to maintain the fencing and landscaping surrounding the courts. Additionally the CITY will ensure the operation of the drinking fountain at the main gate of the tennis courts.
- b. All maintenance and upgrades within the fencing will be the financial responsibility of the NJTP. Prior to implementing any upgrades the NJTP must provide the CITY with a detailed plan. The CITY must provide approval of any and all upgrades or modifications to the tennis courts.

EXHIBIT “B”**RENTAL AND USAGE TERMS**

1. NJTP further states that, to the best of his/her knowledge, the CITY property, for use of which application is hereby made, will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
2. Agreement is only good for activities and times stated. Any additional activities and/or hours will require submission of appropriate application.
3. The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in CITY facilities. **NO SMOKING** is allowed on or in CITY facilities. Betting and/or other forms of gambling is **NOT ALLOWED**.
4. Responsible adults (**21 years or older**) must be present **AT ALL TIMES** when a group of minors are using the facilities.
5. NJTP League shall have a copy of this agreement available on site at all times.
6. Arrival of set party **shall not** be earlier than set time on the application. Departure of set party **shall not exceed** set time on application. Set-up/Clean-up time **MUST** be accounted for in the set time of the contract. A penalty charge **will be assessed** if arrival is earlier or if departure is later than set time.
7. Persons in attendance shall restrict their activities to those facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
8. There will be **no storage provided**. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, etc.). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
9. Upon the conclusion of the event, the agent and/or the organization must leave the facilities in the **same condition** as found. Such condition to be determined by an authorized representative. Failure to comply will result in forfeiture of damage/cleaning deposit and may result in a penalty fee if time exceeds contract time. If the League leaves the facilities in same conditions as found a \$250 credit will be applied to the yearly impact fee invoice.
10. Keys can only be used during permit hours. All keys shall be returned upon expiration of permits. Failure to return keys shall result in a fee for key replacement and may result in a fee for re-keying of facilities.
11. NJTP and/or their representatives shall maintain a civil attitude, mutual respect and team cooperation at all times. Failure to do so may result in revocation of permit.

12. NJTP and/or their representatives shall promptly report any deficiencies of facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
13. NJTP and/or their representatives shall arrive with sufficient amount of time to inspect facilities and allow for repairs.
14. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 1:00 p.m. and will be forwarded to the CITYS Public Works Department that same day. The following is the contact information for the main office:

(818) 898-1290

Monday through Thursday: 9:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m.

Friday: 9:00 a.m. to 12:00 p.m.

Any repair inquiries placed after 1:00 p.m. will be addressed the following business day. Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies dial 911.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager

Date: April 3, 2017

Subject: Consideration to Approve a Side Letter of Agreement to the Existing Memorandum of Understanding (MOU) with the San Fernando Police Officers' Association

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the proposed Side Letter of Agreement (Attachment "A" – Contract No. 1789(a)) to the existing Memorandum of Understanding (MOU) with the San Fernando Police Officers' Association (SFPOA); and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. In July 2015, the City and SFPOA executed a four year MOU for the term of July 1, 2015 through June 30, 2019 (Contract No. 1789).
2. For the last few years, the Police Department has been experiencing staffing shortages in the ranks of the sworn classifications, which has presented scheduling difficulties when authorizing leave time and meeting minimum deployment requirements.
3. In March 2017, the City and SFPOA met and conferred in good faith and tentatively agreed to modify Article 4.02 of the MOU regarding holiday leave.

ANALYSIS:

Due to the persistent staffing shortage being experienced by the Police Department (currently 4 of the 31 total allocated positions [13%] are vacant), it has been difficult to grant time off to sworn officers while still maintaining minimum deployment requirements. Whenever a sworn

Consideration to Approve a Side Letter of Agreement to the Existing Memorandum of Understanding (MOU) with the San Fernando Police Officers' AssociationPage 2 of 3

officer is granted time off, the City has to pay overtime to another sworn officer to ensure minimum deployment requirements are met.

Under Article 4.02 of SFPOA's current MOU, sworn officers accrue 48 hours of holiday leave bank every six months, i.e. in January and July. If the officer does not take 48 hours off in the six month period, they are not awarded a new 48 hour leave bank. Consequently, many Officers are taking time off so they do not lose their holiday leave bank hours. As a result, the City incurs additional overtime costs in order to backfill vacation time.

SFPOA approached the City to work toward a resolution that benefits both the City and unit members. Unit members proposed amending the holiday provision of the existing MOU to pay out 3.69 hours per pay period (96 hours/26 pay periods) for holiday in-lieu hours. By paying out the holiday bank every pay period as holiday in-lieu rather than forcing employees to take time off to avoid losing holiday bank hours, the City should realize some savings from reduced overtime costs to backfill vacation time.

The Side Letter Agreement contains the following terms:

1. Effective beginning July 1, 2017 and for the duration of the MOU, Article 4.02 of the MOU is hereby amended to read as follows:

The City recognizes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez' Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Employees shall, in lieu of being given the above holidays as paid time off, be compensated each biweekly pay period for 3.69 hours at the employee's regular rate of pay. Any remaining holiday leave accrued prior to July 1, 2017 may be taken as paid time off, subject to a supervisor's approval, or cashed-out at the employee's regular hourly rate of pay upon separation.

2. Effective beginning July 1, 2019, Article 4.02 of the MOU shall revert to the language as presented in the original MOU (Contract No. 1789), unless it is expressly extended or otherwise amended by the parties in writing.

Consideration to Approve a Side Letter of Agreement to the Existing Memorandum of Understanding (MOU) with the San Fernando Police Officers' AssociationPage 3 of 3

BUDGET IMPACT:

It is expected that, by paying out the holiday bank every pay period as holiday in-lieu rather than forcing employees to take time off to avoid losing holiday bank hours, the City will realize some savings from reduced overtime costs to backfill vacation time. Holiday in-lieu pay is not a PERS-able form of income.

CONCLUSION:

The proposed amendment to the existing MOU between the City and SFPOA represents a fair compromise that does not force employees to take time off (or risk losing holiday bank hours) and will save the City additional overtime costs.

ATTACHMENT:

A. Contract No. 1789(a)



ATTACHMENT "A"
CONTRACT NO. 1789(a)

SIDE LETTER AGREEMENT TO THE 2015-2019 MEMORANDUM OF UNDERSTANDING

Between the City of San Fernando and the San Fernando Police Officers' Association

WHEREAS, the City of San Fernando ("City") and the San Fernando Police Officers' Association ("SFPOA") have entered into a Memorandum of Understanding ("MOU") covering the period of July 1, 2015 through June 30, 2019; and

WHEREAS, the City is experiencing a staffing shortage in the ranks of the sworn classifications that makes granting time off difficult and costly; and

WHEREAS, the City and SFPOA have met and conferred in good faith and have reached an agreement to modify Article 4.02 of the MOU regarding holiday leave.

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

1. Effective beginning July 1, 2017 and for the duration of the MOU, Article 4.02 of the MOU is hereby amended to read as follows:

The City recognizes the following holidays:

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

Employees shall, in lieu of being given the above holidays as paid time off, be compensated each biweekly pay period for 3.69 hours at the employee's regular rate of pay. Any remaining holiday leave accrued prior to July 1, 2017 may be taken as paid time off, subject to a supervisor's approval, or cashed-out at the employee's regular hourly rate of pay upon separation.

2. Effective beginning July 1, 2019, Article 4.02 of the MOU shall revert to the language as presented in the original MOU (Contract No. 1789), unless it is expressly extended or otherwise amended by the parties in writing.
-

**SIDE LETTER AGREEMENT TO THE
2015-2019 MEMORANDUM OF UNDERSTANDING**

Between the City of San Fernando and San Fernando Police Officers' Association

Page 2 of 2

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

Dated: _____

CITY OF SAN FERNANDO:

**SAN FERNANDO POLICE OFFICERS'
ASSOCIATION (SFPOA)**

Nick Kimball
Interim City Manager

Date

Saul Garibay
President

Date

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: April 3, 2017

Subject: Consideration to Approve the Purchase of a Replacement Public Works Vehicle

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Change Order to the Purchase Order with Galpin Ford Motors, Inc. (Galpin Ford) to purchase one (1) additional 2016 Compressed Natural Gas (CNG) Ford F-250 Utility Body Truck with Aluminum Service Body (Attachment "A"), in the amount of \$46,434.85; and
- b. Authorize the Interim City Manager to execute the Purchase Order; and
- c. Designate Unit No. PW-3322 as surplus City-owned personal property; and
- d. Authorize the Interim City Manager to dispose of said surplus City-owned personal property in accordance with Chapter 2, Article VI, Division 7, of the City of San Fernando Municipal Code.

BACKGROUND:

1. In 1991, the State passed Assembly Bill 2766 that, in part, provides local governments with annual funding from the Air Quality Management District (AQMD) to implement programs that reduce air pollution from motor vehicles.
2. AB 2766 Subvention Funds must be used to develop programs or purchase equipment that promote the reduction of motor vehicle emissions, which includes purchasing alternative fuel fleet vehicles to replace traditional gas or diesel fueled fleet vehicles.
3. Funding was included in the fiscal year (FY) 2015-2016 Budget to purchase two CNG fueled Public Works operations trucks with AB 2766 AQMD funds to replace existing aging vehicles in the City's fleet.

Consideration to Approve the Purchase of a Replacement Public Works Vehicle

Page 2 of 3

4. In April 2016, Public Works Equipment Maintenance staff requested bids for two Utility Body Trucks from three vendors: Galpin Ford, Altec and Wonderies Ford. From the bids received (Attachment "B"), Galpin Ford provided the most competitive bid with two CNG fueled F-250 Utility Body Vehicles at a total cost of \$46,437.50 per vehicle. Subsequently, the City Council approved a purchase order with Galpin Ford for the purchase of two CNG trucks.

ANALYSIS:

In November 2016, Galpin Ford notified Public Works staff that an additional 2016 CNG Ford F-250 Utility Body Truck (UBT) was available for immediate purchase. Since the City had recently purchased two 2016 F-250 UBTs from Galpin Ford at a cost of \$46,434 per vehicle, they offered to honor the same cost for the new truck if the City decided to purchase it.

The new CNG truck will replace a gas fueled 1985 Chevrolet G30 Bus with 89,935 miles, which meets the requirements for using AB 2766 AQMD funds. Replacing the vehicle will reduce overall vehicle maintenance costs and improve fuel efficiency within the City's fleet. Additionally, the new truck will be available for use on a variety of tasks within the Public Works Department.

The new truck will primarily be used by the Facilities Management Division to conduct day-to-day operational activities. Below is a brief description of the vehicle that is being recommended for replacement due to age, condition, and mileage.

Vehicle #	Dept./Division	Year	Make/Model	Mileage
PW-3322	PW-Facilities	1985	Chevrolet / G30	89,935



Consideration to Approve the Purchase of a Replacement Public Works VehiclePage 3 of 3

Unit No. PW-3322 is a utility bus used in Public Works operations activities. This vehicle is approximately 32 years old and has reached the end of its useful life for maintenance and operations functions.

New Vehicle Purchase

The proposed replacement truck is a 2016 Ford F-250 CNG Utility Body Truck, providing the City with a fully functional aluminum service body. The proposed truck is of similar design to those used in several neighboring cities for similar work functions and is fueled by compressed natural gas. The vehicle meets the requirements for use of AQMD funds, helps in the reduction of greenhouse gas emissions, and will reduce ongoing vehicle maintenance costs.

Bid Process

Since the City awarded a competitively bid contract to Galpin Ford for the same vehicle within the last 12 months, and Galpin Ford is offering the vehicle at the same competitively bid price, staff proposes waiving the formal bidding process and issuing a change order to the April 2016 Purchase Order to add one (1) additional 2016 CNG Ford F-250 Utility Body Truck.

Schedule

There is an estimated lead time of 90 days for Galpin Ford to prepare truck for delivery. Based on this, delivery is expected in July 2017.

BUDGET IMPACT:

The total cost for the 2016 CNG Ford F-250 Utility Body Truck is \$46,434.85, including taxes and fees. Sufficient funding for the proposed purchase is included in the AQMD fund in the FY 2016-2017 Budget.

CONCLUSION:

The proposed vehicle has already been manufactured as a CNG fueled vehicle and is ready to purchase. Therefore, it is recommended that the City Council approve a change order to the Purchase Order with Galpin Ford Motors, Inc. in the amount of \$46,434.85 to add one (1) additional 2016 CNG Ford F-250 Utility Body Truck.

ATTACHMENTS:

- A. Galpin Ford Quotation
- B. 2016 Quotes and Staff Report



City of San Fernando
2016 Ford F-250
Salesperson: Cheryl Cast
02/27/2017 1:37 pm

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected. Tax Profile: 8.75% Tax

CASH PURCHASE

Vehicle Price.....42,584.00

Document Prep Fee.....80.00

Tire/Battery/VTR Fee.....8.75

Other Fee.....29.00

Sales Tax - Capitalized.....3,733.10

Total.....46,434.85

Balance.....46,434.85

Tax Profile: 8.75% TAX.....8.75 %

Taxes And Fees.....3,850.85

Includes Scelzi Service Body and CNG
 Package from A-1

X

Customer Signature

Date

*** FOR INTERNAL USE ONLY *** This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are subject to change and are impacted by individual credit history and are subject to credit approval and program verification. In some cases Leases may require a Security Deposit which is not included in the above numbers.

ATTACHMENT "B"**Galpin Ford**

15505 Roscoe Blvd
 North Hills, CA 91343
 Phil Englander Commercial Accts Dept 818-778-2171

DATE: April 20, 2016
INVOICE #
FOR: 2016 F250

Bill To:

City of San Fernando
 117 MacNeil St
 San Fernando, CA 91340
 attn: Frank Avila
favila@sfcity.org
 818-898-1295

DESCRIPTION	AMOUNT
2016 Ford F250 Reg Cab	\$ 23,817.54
6.2L V8 with CNG Prep package	
Power Equip Group	
Steering Wheel Controls	
SYNC Bluetooth	
Speed Control	
8' Scelzi Utility Body w/ Rack Hitch and Plug	6,375.60
Westport CNG System 20GGE underbody tank	12,292.50
SULEV Test Group GBAFDO 6. 2CLT	
Doc Fee	80.00
Electronic Title Fee	29.00
CA Tire Fee	8.75
CA State Sales Tax	3,830.91
FOB City of San Fernando	
TOTAL	\$ 46,434.30

Make all checks payable to **Galpin Motors, Inc**

If you have any questions concerning this invoice, contact Phil Englander phile@galpin.com 818-778-2171

THANK YOU FOR YOUR BUSINESS!



April 30, 2016
Our 87th Year

Ship To:

CITY OF SAN FERNANDO
120 MACNEIL ST
San Fernando, CA 91340
US

Bill To:

CITY OF SAN FERNANDO
117 MACNEIL ST
SAN FERNANDO, CA
SAN FERNANDO, CA 91340-0000
United States

Attn:
Phone:
Email:

Altec Quotation Number: 320089 - 1
Account Manager: Melisa Lager
Technical Sales & Support: Donald J Hensel

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Body</u>		
1.	Altec Body	1	
2.	Aluminum Body	1	
3.	Low-Profile General Service Line Body (LGS), Built for a Single Rear Wheel Chassis	1	
4.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	A. Basic Body Fabricated From 3003 Grade Mill finish Aluminum.		
	B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Aluminum Hinge Rods Extend Full Length Of Door.		
	C. Welded Aluminum Frame Construction With Structural Channel Crossmembers And Tread Plate Floor.		
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		
	F. Aluminum Treated For Improved Primer Bond And Corrosion Resistance.		
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.		
5.	98" Overall Body Length	1	
6.	78 Inch Body Width	1	
7.	Custom Body Compartment Height 43"	1	
8.	15 Body Compartment Depth	1	
9.	Finish Paint Body Altec White (Applies To Steel And Aluminum)	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
10.	Undercoat Body	1	
11.	Custom Body Cargo Retaining Option Tailgate with slam latch (No Logo)	1	
12.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	6	
13.	Stainless Steel Rotary Paddle Latches With Keyed Locks	6	
14.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
15.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
16.	Chains On All Horizontal Doors	1	
17.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	6	
18.	1st Vertical (SS) - Partial Transverse Compartment Extending To The Rear Wall Of the Curbside Top pull out drawer 36" long approx 3.5" deep. Drawer removable dividers running parallel with body with divider in center. Creating two sections of dividers on 4" centers. CNG tank to be mounted towards rear of bulkhead allowing space for long handled storage. Shelf level with transverse section. Top to be removable as well as cut out at lower section of interior bed bulkhead for inspection. Vented	1	
19.	1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers The middle shelf is to be able to be located at 6" from floor.	2	
20.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
21.	Rear Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Centers	4	
22.	Custom 1st Vertical (CS) Compartmentation (1) 36" pull out drawer approx 35" deep located at top of compartment. Vented door	1	
23.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers The middle shelf is to be able to be located at 6" from floor. Also bed line interior of compartment door.	1	
24.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
25.	Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Centers	4	
26.	Additional Body Option Add a window guard to the front of the body and to include a strobe light bracket that is centered on the window guard.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
27.	Additional Body Option Recessed bumper	1	
28.	Additional Body Option Pipe holder on streetside. 11" long with a hood at the front and rear sloped to rear and raised over cab. Solid bottom with cut outs at the rear for drainage. 3" high sides. Should be approx 18.5 at front of body. Even of just above window guard and approx. 14 at rear. A small drill hole 36" from rear then another 36" from that each side for bungy strap. Add Two "L" shaped flat protruding into bed area. 7" long and then turn up 3", need to be bolted on ILO of welded. Also include 3 small ratchet straps equally spaced on the outside on the pipe holder.	1	
29.	Additional Body Option 3 gallon water aluminum cask holder To be mounted front S/S compartment top under pipe trough.	1	
30.	Additional Body Option High pressure fuel cut out and cap for filling NG tank. This will be located next to fuel cap. Altec to provide Aluminum fuel fill bracket to also ccomodate NG fuel fill. Part number 970245868 and gasket part number 970246315.	1	
31.	Additional Body Option Aluminum Fuel fill to be a larger size, to also accommodate a spout for an NG tank.	1	
32.	Additional Body Option Bench Chain Vise Cat #40185 Model BC210 and 14" bar mount as well as the holder in the compartment.	1	
33.	Aluminum Designator	1	

Body and Chassis Accessories

34.	Mud Flaps With Altec Logo (Pair)	1	
35.	Custom Cone Holder Install cone holder under pipe rack, mounted w/rotational section at rear of compartment top. Ref 970428116	1	
36.	Water Cask Bracket Only, For 3 or 5 Gallon (Wire Type) Install water cask brkt that is coming with the body under pipe holder	1	
37.	5 LB Fire Extinguisher With Light Duty Bracket, Installed Per DEPS 042 (In Cab or Inside Compartment Only)	1	
38.	Additional Body/Chassis Accessory Furnish Rigid 40195 Bench Chain Vise	1	

Electrical Accessories

39.	Compartment Lights Wired To Dash Mounted Master Switch	1	
40.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
41.	Altec Standard Amber LED Strobe Light with Brush Guard Install on the window guard	1	
42.	4-Corner Strobe Lighting, Amber LED	1	
	A. Two (2) Surface Mounted Lights in Front Grille		
	B. Two (2) Round Grommet Mounted Lights at Rear		

Finishing Details

43.	Custom Cargo Coating Gator Hide (black) sprayed in cargo area floor, step bumper, and curbside horizontal interior compartment door.	1	
44.	Focus Factory Build	1	
45.	Delivery Of Completed Unit	1	
46.	Inbound Freight	1	
47.	Service Body Only	1	
48.	Additional Finishing Detail Completed job will be sent to Torrence, CA for the CNG upfit.	1	

Chassis

49.	Chassis	1	
50.	Altec Supplied Chassis	1	
51.	2017 Model Year	1	
52.	Ford F350	1	
53.	4x2	1	
54.	56 Clear CA (Round To Next Whole Number)	1	
55.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1	
56.	Pickup	1	
57.	Chassis Color - White	1	
58.	Chassis Wheelbase Length - 158 inch	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
59.	Ford Gas 6.2L	1	
60.	Other Transmission Torqshift 6-speed automatic	1	
61.	Other Chassis GVWR 10,900	1	
62.	4,400 LBS Front GAWR	1	
63.	Other Rear GAWR 6730	1	
64.	Hydraulic Brakes	1	
65.	Park Brake In Rear Wheels	1	
66.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
67.	No Idle Engine Shut-Down Required	1	
68.	Ford Pickup Fuel Tank	1	
69.	CNG Conversion	1	
70.	Air Conditioning	1	
71.	AM/FM CD Player, Bluetooth	1	
72.	Backup Camera, Factory Supplied	1	
73.	Cruise Control	1	
74.	Keyless Entry	1	
75.	Power Door Locks	1	
76.	Power Windows	1	
77.	Running Boards (Supplied By Chassis OEM)	1	
78.	Trailer Brake Controller (Factory Installed)	1	
79.	Cloth Split Bench Seat	1	
80.	Additional Chassis Option SYNC w/MyFord Communications/Entertainment System	1	
81.	Additional Chassis Option Upfitter Switches (4)	1	
82.	Additional Chassis Option Ford Telematics Powered by Telogis	1	

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Quote Number: 320089 - 1

Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
83.	Additional Chassis Option Exterior Backup Alarm (Pre-Installed)	1	
84.	Additional Chassis Option Daytime Running Lamps (DRL) (LPO)	1	
85.	Additional Chassis Option CNG PREP PACKAGE	1	
86.	Additional Chassis Option Electronic Locking w/3.73 Axle Ratio	1	
87.	Additional Chassis Option Class V trailer hitch with with brake controller and trailer sway control	1	
<u>Additional Pricing</u>			
88.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	76,375.00
Sales Tax Total	7255.63
Total	83630.63

Altec Industries, Inc.

BY

Donald J Hensel

Notes:

1

RECOMMENDED OPTIONS AND ACCESSORIES: These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

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UTILITY EQUIPMENT AND BODIES SINCE 1929



AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: June 20, 2016

Subject: Purchase Agreement for Public Works Vehicle Replacement

RECOMMENDATION:

It is recommended that the City Council:

- a. Determine it is in the City's best interest to waive formal bidding requirements;
- b. Authorize the City Manager to execute a purchase agreement with Galpin Motors, Inc. for the purchase of two (2) Compressed Natural Gas (CNG) Ford F-250 Utility Body Trucks with Aluminum Service Body, in an amount of \$92,876 (Attachment "A") ; and
- c. Designate Unit Numbers PW-4464 and EL-2073, as surplus property and authorize the City Manager to dispose of surplus properties and sale.

BACKGROUND:

During the preparation of the City's Fiscal Year 2016 budget, funding was included for the purchase of two (2) new compressed natural gas (CNG) operations trucks to replace existing aging vehicles in the City's fleet. The new trucks will replace two (2) severely outdated trucks; one twenty-six (26) years old and the other twenty-two (22). Replacing the vehicles will greatly reduce vehicle maintenance costs and improve fuel efficiency within the City's fleet. Additionally, the new trucks will be available for a variety of tasks in the Public Works Department and ensure a prompt response to emergency situations.

ANALYSIS:

Each fiscal year the City receives a monetary disbursement from the Air Quality Management District (AQMD) through AB 2766. Since 1991, local governments have received AB 2766 funds to implement programs that reduce air pollution from motor vehicles. A Motor Vehicle Registration fee surcharge of \$6 per vehicle is collected by the Department of Motor Vehicles

Purchase Agreement for Public Works Vehicle Replacement

Page 2 of 3

and granted to the SCAQMD for disbursement. Four dollars of the registration fee is shared between four different entities with 40 percent of the funds going to local governments through the AB 2766 Subvention Program.

It is required that Subvention Funds be used to purchase equipment that promotes motor vehicle emission reduction or projects that result in the reduction of motor vehicle emissions. The purchase of two (2) CNG utility body trucks to replace two aging vehicles in the City's fleet meets this stated requirement. The new trucks will be used by both the Streets and Electrical Divisions to conduct day-to-day operational activities. Below is a brief description of the vehicles that are being recommended for replacement due to age, condition, and mileage.

Vehicle #	Dept./Division	Year	Make/Model	Mileage
PW-4464	PW- Streets	1990	Chevy C-2500	126,548
EL-2073	PW- Traffic	1994	Chevy C-2500	90,707

**Streets Truck****Electrical Truck**

Unit #PW-4464 is a utility truck used in public works operations activities. This vehicle is approximately twenty-six (26) years old and has reached the end of its useful life for maintenance and operations functions. Unit EL-2073 is a utility truck used in public works electrical operations activities. This vehicle is approximately twenty-two (22) years old and has also reached the end of its useful life for operations functions.

New Vehicles Purchase

The proposed replacement trucks are both 2016 Ford F-250 CNG Utility Body Trucks, providing the City with a fully functional aluminum service body. The proposed trucks are of similar design to those used in several neighboring cities for similar work functions and are fueled by compressed natural gas (CNG). These vehicles meet the requirements for the use of AQMD funds, help to reduce greenhouse gas emissions, and will reduce ongoing vehicle maintenance costs.

Purchase Agreement for Public Works Vehicle ReplacementPage 3 of 3

Bid Process

In April 2016, Public Works Equipment Maintenance staff requested bids from three (3) vendors; Galpin Ford, Altec and Wonderies Ford. Bids were received from both Galpin Ford and Altec, while no response was received from Wondries Ford. The bids received are summarized below:

Vendor	Cost Per Truck	Total Cost Sales Tax Included
Galpin Ford	\$42,603	\$92,875
Altec	\$76,375	\$167,261.26
Wonderies Ford	Non-Responsive	Non-Responsive

Schedule

There is an estimated lead time of 90 days for Galpin Ford to prepare trucks for delivery. Based on this, delivery is expected in September 2016.

BUDGET IMPACT:

Funding for the proposed expenditure is available in the City's approved Fiscal Year 2016 budget within the Public Works Department's— Special Fund: Air Quality Management District (AQMD) Fund 16.

CONCLUSION:

The proposed vehicles have already been manufactured as CNG vehicles and are ready for purchase immediately. Consequently, time is of the essence to ensure that Galpin Motors does not sell these vehicles to another buyer. Therefore, it is recommended that the City Council determine it is in the City's best interest to waive formal bid requirements and award a purchase order to Galpin Motors, Inc. based on informal quotes.

ATTACHMENT:

A. Galpin Ford Quotation

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager

Date: April 3, 2017

Subject: Consideration to Adopt a Resolution Amending the Fiscal Year 2016-2017 Budget to Appropriate Funds for Executive Recruitment and Labor Negotiator Services

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7788 (Attachment "A") amending the Fiscal Year (FY) 2016-2017 Budget to appropriate funds for Executive Recruitment (\$25,000) and Labor Negotiator (\$20,000) services.

BACKGROUND:

1. Effective January 3, 2017, City Manager Brian Saeki resigned from the City of San Fernando to pursue an opportunity with another City.
2. In March 2017, staff executed a contract with Bob Murray & Associates to provide Executive Recruitment Services for an amount not-to-exceed \$25,000.
3. In March 2017, staff executed a contract with Liebert Cassidy Whitmore to provide Labor Negotiator Services for an amount not-to-exceed \$20,000.
4. In April 2017, the City will enter into negotiations with the San Fernando Public Employees' Association (SFPEA) to negotiate a new Memorandum of Understanding (MOU).

ANALYSIS:

Due to the recent separation of the City Manager, the City has begun the process of recruiting a permanent replacement. In order to ensure that the City is attracting top candidates, Bob Murray & Associates has been engaged to provide a full service executive recruitment process, including, but not limited to, developing a candidate profile and recruitment brochure, interviewing and evaluating candidates, reviewing and recommending top candidates, and negotiating a contract once an offer is made. Bob Murray & Associates has over 20 years of experience and is highly regarded in the executive recruitment industry.

Consideration to Adopt a Resolution Amending the Fiscal Year 2016-2017 Budget to Appropriate Funds for Executive Recruitment and Labor Negotiator ServicesPage 2 of 2

The vacancy in the City Manager position is being filled by the Finance Director on an interim basis until a permanent City Manager is appointed and the Finance Director position is being filled on an interim basis by the City's Accountant. Additionally, the Community Development Director recently left to pursue an opportunity at another City, which required a temporary reorganization of the Community Development Department during the search for an interim replacement.

These staffing changes have impacted key members of the City's labor negotiating team just as the City is set to begin negotiating a new MOU with the San Fernando Public Employees' Association (SFPEA). To provide assistance with the upcoming negotiations, staff has engaged Liebert Cassidy Whitmore (LCW) to provide Negotiator Services, which includes, but is not limited to, reviewing MOU language, attending negotiations with staff, and providing negotiation consultation throughout the process. The City currently uses LCW for labor attorney services and they are highly regarded in the field of municipal labor and employment law.

Since the staffing changes were not anticipated, funds for executive recruitment and negotiator services are not included in the FY 2016-2017 Budget. Both contracts are within the City Manager's administrative authority to execute; however, staff is requesting a budget amendment to appropriate the funds in the FY 2016-2017 Budget.

BUDGET IMPACT:

In February 2017, staff provided the mid-year budget presentation along with a number of mid-year budget adjustments based on the activity in the first six (6) months of the fiscal year. After accounting for mid-year adjustments, projected General Fund revenues exceed budgeted expenditures by \$214,336 (i.e. there is a slight budget surplus). Adopting the proposed Resolution will reduce the budgeted surplus by \$45,000 to \$169,336. It is prudent to begin the fiscal year with a budget surplus to provide the flexibility to accommodate situations such as this that arise during the budget year.

CONCLUSION:

Adopting the proposed budget amendments will provide the resources necessary to ensure a top-notch executive recruitment process for the City Manager and assist staff with the upcoming labor negotiations with SFPEA.

ATTACHMENT:

A. Resolution No. 7788

ATTACHMENT "A"**RESOLUTION NO. 7788****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE ADOPTED
BUDGET FOR FISCAL YEAR 2016-2017**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2017, commencing July 1, 2016, and ending June 30, 2017; and

WHEREAS, the City Council has determined that it is necessary to adjust the expenditures and revenues of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk's Office, and has been adopted on June 29, 2016.

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

Section 1. The following adjustments are made to the Fiscal Year 2016-2017 City Budget:

Expenditures:

City Council Division

001-101-0000-4270 – increase Professional Services \$25,000

Labor Attorney Division

001-112-0000-4270 – increase Professional Services \$20,000

PASSED, APPROVED, AND ADOPTED this 3rd day of April 2017.

Robert C. Gonzales, 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 April, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Vice Mayor Joel Fajardo and Councilmembers

From: Mayor Robert C. Gonzales

Date: April 3, 2017

Subject: Consideration of a Letter of Support Regarding AB466 – Los Angeles River Tributaries and Watershed Working Group

RECOMMENDATION:

It is recommended that the City Council approve a letter of support (Attachment “A”).

BACKGROUND:

I have asked that this item be agendized for City Council consideration.

BUDGET IMPACT:

None.

ATTACHMENTS:

- A. Proposed Letter
- B. AB466 Fact Sheet

CITY COUNCIL

April 3, 2017

MAYOR
ROBERT C. GONZALESVICE MAYOR
JOEL FAJARDOCOUNCILMEMBER
ANTONIO LOPEZCOUNCILMEMBER
SYLVIA BALLINCOUNCILMEMBER
JAIME SOTOAssemblymember Raul Bocanegra
State Capitol, Room 2175
P.O. Box 942849-0039
Sacramento, CA 95814**RE: SUPPORT for Assembly Bill 466 (Bocanegra)**

Dear Assemblymember Bocanegra:

I am writing to express the City of San Fernando's support for AB 466, your measure to create the Los Angeles River Tributaries and Watershed Working Group.

The LA River and its tributaries once flowed freely through the LA Basin, winding from the San Fernando Valley to the ocean in Long Beach. The need to control the river's flooding caused the Army Corps of Engineers to line the river and its tributaries with cement; stripping these waterways of their natural beauty. The Pacoima Wash and the Tujunga Wash are two of the largest tributaries to the LA River; funneling a significant amount of the LA River watershed's rainfall to the main River.

Both the Tujunga and Pacoima Washes flow through low-income and disadvantaged communities that are starving for healthy outdoor park and green space. In recent years, local non-profits and local agencies have started excellent work to improve these waterways through public planning processes and grants from the state.

The Pacoima and Tujunga Washes present excellent opportunities to improve community access to parks and the LA River. The health of these streams ultimately improves the health of the broader LA River and the adjacent communities.

Assembly Bill 466 is an opportunity to provide the planning and logistical resources needed to execute project proposals and advocate for these two important waterways in the Northeast San Fernando Valley. Thank you for introducing this important measure. If there is anything that our organization can do to assist in your efforts, please do not hesitate to reach out.

Sincerely,

Robert C. Gonzales
MayorOFFICE OF THE
CITY COUNCIL117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1201

WWW.SFCITY.ORG



Assemblyman Raul Bocanegra, 39th Assembly District

AB 466 – Los Angeles River Tributaries and Watershed Working Group

SUMMARY:

This bill would establish a working group for the watershed and tributaries of the Los Angeles River (LA River). This working group would be modeled after the Lower LA River Working Group established in 2014. The group would gather input from local non-profits, the Los Angeles Board of Supervisors, local cities and organizations that work with the Pacoima and Tujunga Washes. The bill aims to establish a group to coordinate inter-jurisdictional planning for setting conservation goals, developing project proposals, and coordinating funding opportunities.

BACKGROUND:

The LA River and its tributaries once flowed freely through the Los Angeles Basin, winding from the San Fernando Valley out to the ocean in Long Beach. The need to control the river's flooding drove the Army Corps of Engineers to line the river and its tributaries with cement, stripping these waterways of their natural beauty.

Beginning in the Angeles National Forest, the Pacoima Wash and the Tujunga Wash are two of the largest tributaries to the LA River. These streams funnel a significant amount of the LA River watershed's rainfall to the main River.

Both the Tujunga and Pacoima Washes flow through several low-income and disadvantaged communities that are starving for healthy outdoor park and green space. In recent years, local non-profits and local agencies have started excellent work to improve these waterways through public planning processes and being awarded grants from the state.

The Pacoima Wash and Tujunga Wash represent excellent opportunities to improve community

access to parks and the LA River. The health of these streams ultimately improves the downstream health of the broader LA River and the communities that sit alongside it.

Assembly Bill 466 is an opportunity to provide the planning and logistical resources needed to execute project proposals and to advocate for these two important waterways in the Northeast San Fernando Valley.

WHAT THE BILL DOES:

This bill adds a section to the Public Resources Code directing the Secretary of the Natural Resources Agency to appoint a working group in consultation with local agencies, cities, and non-profits that work along these two tributaries of the LA River. This working group will coordinate planning between local governments and non-profits for setting conservation goals, developing project proposals, and identifying funding opportunities.

SUPPORT:

Pacoima Beautiful
City of Glendale (If Amended)

OPPOSITION: (None on File)

STATUS: Introduced

Last updated: 3.14.2017

Contact: Brayden Borcharding – (916) 319-2039 – brayden.borcharding@asm.ca.gov

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Councilmember Antonio Lopez

Date: April 3, 2017

Subject: Appointment to the Education Commission

RECOMMENDATION:

I recommend that David Govea be appointed as my representative to the Education Commission.

BUDGET IMPACT:

The City pays each commissioner \$50.00 for each meeting attended. There is typically one meeting scheduled each month for a total of \$600.00 for each commissioner. Funds are appropriated in the FY 2016-2017 adopted budget.

ATTACHMENT:

A. David Govea's Application and Bio



APPLICATION TO SERVE ON A CITY COMMISSION

Recommended by
City Councilmember:

Antonio G. Lopez

This is a public document.

To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

Name: David E Govea Phone Number: [REDACTED]

Residence Address: 447 N. Lazard St San Fernando CA 91340
Street City State Zip Code

Mailing Address: (if different than above) _____
Street / P.O.Box City State Zip Code

Email: [REDACTED]
business or personal to be used for commission activity

Employer: PUC Schools Position: Teacher

Business Address: 13361 Glenoaks Blvd, Sylmar, CA 91342
Street City State Zip Code

Business Phone: (818) 356-2795

Are you a registered voter of the City of San Fernando? Yes ☒ No ☐

Do you own property in the City? Yes ☒ No ☐ If yes, please list the address(es) :
447 N. Lazard St. San Fernando, CA 91340

Do you own or operate a business in San Fernando? Yes ☐ No ☒

If yes, please state the name and nature of the business:

Member Commitment

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

David Govea

Digitally signed by David Govea
Date: 2017.03.26 21:03:34 -07'00'

Applicant's Signature

03/26/17

Date

Commission Application Choice(s)

Please indicate which Commission you are interested in:

Education Commission (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Education Commission?

We meet monthly to discuss youth education matters, focusing on students achievement and safety. We will also work towards

coordinating services and opportunities between our elected officials, schools and our community members.

Parks, Wellness, and Recreation Commission (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

Planning and Preservation Commission (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Planning and Preservation Commission?

Transportation and Safety Commission (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Transportation and Safety Commission?

Please attach and submit a brief bio statement to this application.

David Govea Biography

David is a life-long resident of the San Fernando Valley and current resident of city of San Fernando. David attended local San Fernando Schools, including San Fernando Elementary, Gridley Elementary and San Fernando High School. After graduating from UCLA, David began his career as a public school teacher. He has a decade of experience in education, most while serving as a High School Social Science teacher at PUC Triumph Charter Schools. He has also served several terms as the Mid-Town North Hollywood Neighborhood Council schools representative, and was twice appointed as Vice-President, as well as serving as chair for the Elections, Outreach and Planning and Land Use committees. His personal and professional interest includes education, arts and humanities, as well as transportation issues.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Vice Mayor Joel Fajardo

Date: April 3, 2017

Subject: Consideration of the 3rd Annual LGBTQ Conference – Scope of Work, Direction and Resolution

RECOMMENDATION:

I am requesting that the City Council:

- a. Adopt a Resolution (Attachment “A” to be distributed under separate cover at the meeting) in support of the event;
- b. Approve use of the City Seal for the “Resist March” event promotional print material pursuant to City Council Resolution No. 6904 (Attachment “B”); and
- c. Authorize staff time to help organize the event.

BACKGROUND/ANALYSIS:

The City of San Fernando has sponsored an LGBTQ event for the last two years. In celebration of LGBTQ pride and equality, I recommend that we invest staff time and resources this year in the Resist March scheduled for June 11, 2017, which is taking place in lieu of the L.A. Pride Parade. The Resist March is a peaceful demonstration to protest the Trump Administration’s attacks on women, immigrants, the LGBTQ community, and all Americans.

The mission statement for the Resist March reads as follows: *“We are LGBTQ+. We are people of color. We are people of different faiths. We are people of all genders and no gender. We are immigrants. We are dreamers. We are people with disabilities. We are parents. We are allies. And we are beautiful intersections of these. But most of all, we are American. Yet our rights are in jeopardy. Forces are gathering in government that intend to take away our hard-won basic human rights.”*

Consideration of the 3rd Annual LGBTQ Conference – Scope of Work, Direction and ResolutionPage 2 of 2

BUDGET IMPACT:

To be determined by scope/extent of staff involvement.

ATTACHMENTS:

- A. Resolution in of the event (to be distributed under separate cover at the meeting)
- B. Resolution No. 6904 Standard Management Procedure Regarding Use of the City Seal
- C. KPPC News Article

ATTACHMENT “A”

*To Be Provided
At
City Council Meeting*

ATTACHMENT "B"**RESOLUTION NO. 6904****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL**

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
4. The City seal may not be used for political or commercial purposes.
5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

Dr. José Hernández
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada
Michael Estrada, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5th day of May, 2003; and that the same was passed by the following vote:

AYES: Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES: None

ABSENT: None

Elena G. Chávez
Elena G. Chávez, City Clerk

ATTACHMENT "C"

'Resist March' to take the place of LA Pride Parade this June

KPCC Staff

While the L.A. Pride Festival as a whole will go on, a protest march will replace the gay pride festival's annual parade along Santa Monica Boulevard this year. The "Resist March" will start the morning of June 11 at the intersection of Hollywood Boulevard and Highland Avenue, organizers said Tuesday. Instead of cheering colorfully decorated floats, organizers said, attendees will peacefully walk from the starting point to West Hollywood, "where Pride grew up."

Organizers hope the march will become a "living, breathing human monument for human

rights," Brian Pendleton, chairman for Christopher Street West, told KPCC. Christopher Street West is the gay rights nonprofit that organizes the L.A. Pride Festival.

"We want to send a clear message that we want to resist homophobia," Pendleton said. "We want to resist xenophobia and sexism and racism."



Participants take part in the 2016 L.A. Pride Festival parade in West Hollywood on June 12, 2016. Mark Ralston/AFP/Getty Images

The march will not be an anti-Donald Trump rally, Pendleton said. Rather, he added, it will be a chance for anyone beyond the gay/queer community to come together and resist what organizers call the country's "unfavorable discourse" around Muslims, immigrants and women's reproductive rights.

Christopher Street West organized L.A.'s first permitted gay rights parade in 1970, according to the organization's website. In recent years, the parade has embraced a more celebratory tone in light of recent advances in rights for LGBT Americans, Pendleton said.

"For the last eight years, [the gay rights movement] has had the wind in our sails, and we've made some incredible gains," Pendleton said. "And we don't have that now. I think now is the moment for us to refocus and get back to our roots."

A [Facebook event](#) had almost 9,000 people saying they will attend, along with 24,000 who say they're interested. Pendleton said that the Resist March was inspired by the success of the Women's March in January and that event's massive turnout.

With contributions from [Matt Bloom](#)

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Elena G. Chávez, City Clerk

Date: April 3, 2017

Subject: Consideration to Adopt a Resolution Declaring the Results of the March 7, 2017 General Municipal Election and Confirmation/Final Adoption of Ordinance Amending the Municipal Code and Other Provisions to Reflect the Conversion of the Elective Office of City Treasurer to an Appointive Office as Authorized by the Voters of the City

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7787 (Attachment "A") declaring the results of the March 7, 2017 General Municipal Election; and
- b. Confirm and ratify adoption of Ordinance No. 1663 (second reading), entitled: "An Ordinance of the City Council of the City of San Fernando, California, Amending Article III (Officers and Employees) of the San Fernando Municipal Code and Other Provisions to Reflect the Conversion of the Elective Office of City Treasurer to an Appointive Office as Authorized by the Voters of the City of San Fernando Pursuant to Government Code Section 36508 Through 36510 at the City's General Municipal Election of March 7, 2017," (Attachment "B").

BACKGROUND:

1. On October 17, 2016, staff provided an update to the City Council regarding a request from the Los Angeles County Board of Supervisors (BOS) that cities in Los Angeles County consolidate their General Municipal Elections on March 7, 2017 with a potential special countywide election to be held on the same day. The BOS would make their final determination whether to call for the special election by December 6, 2016.
2. On December 5, 2016, the City Council adopted two resolutions pertaining to the General Municipal Election. The first, Resolution No. 7773, called and gave notice of the election and requested consolidation with the County of Los Angeles (if the County were to hold a special countywide election on the same day). The second, Resolution No. 7774, approved

Consideration to Adopt a Resolution Declaring the Results of the March 7, 2017 General Municipal Election and Confirmation/Final Adoption of Ordinance Amending the Municipal Code and Other Provisions to Reflect the Conversion of the Elective Office of City Treasurer to an Appointive Office as Authorized by the Voters of the City

Page 2 of 3

the submission of a ballot measure to San Fernando voters whether to convert the elected office of City Treasurer into an appointive office.

The City Council also introduced for first reading Ordinance No. 1663, subject to adoption by the electorate, an amendment to the San Fernando Municipal Code and other provisions to reflect the conversion of the elective office of City Treasurer to an appointive office as authorized by the voters of the City.

4. On December 6, 2016, the BOS adopted a resolution calling and giving notice of a special countywide election to be consolidated with other elections held on March 7, 2017.
5. On March 7, 2017, the Special Countywide Election was held and semi-official results were tabulated (election night tally did not include provisional ballots nor vote by mail ballots that were dropped off at polling places).
6. Between March 8–20, 2017, the Los Angeles County Registrar-Recorder/County Clerk (RR/CC) performed an official canvass; outstanding ballots were reviewed, verified and tallied.
7. On March 21, 2017, the RR/CC certified the results of the election and issued a Certificate of the Canvass of the Election Returns to each jurisdiction, including the City of San Fernando, detailing the results of the Special Countywide Election (Exhibit “A” to Attachment “A”).

ANALYSIS:

Per Elections Code Section 10262(b), the City Clerk is required to certify the results to the City Council. In turn, the City Council, as required by Elections Code Section 10263, must meet to declare the results of the election. As soon as the result of the election is declared by the City Council, the City Clerk must enter in its records a statement of the election results. Thereafter, the City Clerk must deliver a certificate of election to each person elected and administer the oath of office to each elected official, per Elections Code Section 10265.

BUDGET IMPACT:

The Fiscal Year 2016-2017 election budget is \$68,200, which will be sufficient to cover the cost of the election.

Consideration to Adopt a Resolution Declaring the Results of the March 7, 2017 General Municipal Election and Confirmation/Final Adoption of Ordinance Amending the Municipal Code and Other Provisions to Reflect the Conversion of the Elective Office of City Treasurer to an Appointive Office as Authorized by the Voters of the City

Page 3 of 3

CONCLUSION:

It is recommended that the City Council approve the following in the following order by separate vote:

1. Adopt Resolution No. 7787 declaring the results of the March 7, 2017 General Municipal Election; and
2. Confirm and ratify adoption of Ordinance No. 1663 (second reading), entitled: "An Ordinance of the City Council of the City of San Fernando, California, Amending Article III (Officers and Employees) of the San Fernando Municipal Code and Other Provisions to Reflect the Conversion of the Elective Office of City Treasurer to an Appointive Office as Authorized by the Voters of the City of San Fernando Pursuant to Government Code Section 36508 Through 36510 at the City's General Municipal Election of March 7, 2017."

ATTACHMENTS:

- A. Resolution No. 7787
- B. Ordinance No. 1663

ATTACHMENT “A”**RESOLUTION NO. 7787**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, RECITING THE FACT OF
THE GENERAL MUNICIPAL ELECTION ON TUESDAY,
MARCH 7, 2017, DECLARING THE RESULT AND SUCH
OTHER MATTERS AS PROVIDED BY LAW**

WHEREAS, at its regular meeting of December 5, 2016, the City Council of the City of San Fernando (“City Council”) approved Resolution No. 7773 which called a General Municipal Election to be held on March 7, 2017 (the “2017 City Election”) for the election of certain officers and requesting consolidation of the City Election with the County of Los Angeles (the “County”) if the County held its special election on the same day; and

WHEREAS, at the same regular meeting of December 5, 2016 the City Council also approved Resolution No. 7774 which called for the submission of a ballot measure to San Fernando voters to convert the elected office of City Treasurer into an appointed office as authorized pursuant to Government Code Sections 36508 through 36510; and

WHEREAS, the City of San Fernando (the “City”) conducted the 2017 City Election on Tuesday, March 7, 2017 which was consolidated with the County of Los Angeles held on the same day; and

WHEREAS, notice of the 2017 City Election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the Election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the 2017 City Election was conducted for the purpose of electing two (2) Members of the City Council for the full term of four years and one (1) City Treasurer for the full term of four years. Also to present a City-initiated ballot measure referred to as “2017 Administrative and Election Cost Reduction Measure” to convert the elected office of City Treasurer into an appointed office as authorized pursuant to Government Code Sections 36508 through 36510, and given the ballot measure designation of Measure SF; and

WHEREAS, Measure SF presented the following question to San Fernando voters at the 2017 City Election:

2017 Administrative and Election Cost Reduction Measure: Shall the office of City Treasurer be appointive?	YES []
	NO []

WHEREAS, pursuant to Elections Code Section 15300 et seq., the Registrar-Recorder/County Clerk for the County of Los Angeles (“County Registrar”) canvassed the returns of the Election and has certified the results and issued a Certificate of Canvass of the Election Returns for the 2017 City Election, which is attached hereto as **Exhibit “A”** and is incorporated by this reference as though fully set forth herein.

WHEREAS, pursuant to Elections Code Section 10263, upon completion of the canvass and before installing new officers, the City Council must adopt a Resolution reciting the fact of the 2017 City Election and declaring the persons for whom the highest number of votes were cast for each office.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The Recitals stated above are true and correct and incorporated herein by this reference.

SECTION 2. On March 7, 2017, the City undertook the 2017 City Election, which was administered by the County Registrar.

SECTION 3. On March 21, 2017 the County Registrar issued a Certificate of Canvass of the Election Returns for the 2017 City Election (hereinafter, the “2017 Canvass”). A true and correct copy of the 2017 Canvass is attached hereto as **Exhibit “A”** and is incorporated by this reference as though fully set forth herein. In satisfaction of Elections Code Section 10264, the City Council hereby adopts the findings, calculations, and determinations of the 2017 Canvass as relates to the 2017 City Election, including: (1) the number of ballots cast in the City; (2) the names of the persons voted for; (3) the measure voted upon; (4) for what office each person was voted for; (5) the number of votes given at each precinct to each person, and for and against the measure; and (6) the total number of votes given to each person, and for and against the measure.

SECTION 4. The names of the persons voted for at the 2017 City Election for Members of the City Council were: Joel Fajardo, Robert C. Gonzales, David E. Govea, Jason Hayes, Marvin R. Perez, and Gilbert Berriozabal. That the name of the person voted for at the 2017 City Election for City Treasurer was Margarita Solis.

SECTION 5. The names of the candidates for two (2) four-year City Council seats that were up for election were Joel Fajardo and Robert C. Gonzales. Both were re-elected having the most, and second most, votes at the 2017 City Election. Joel Fajardo received 965 votes (34.6%) and Robert C. Gonzales received 848 votes (30.41%). David E. Govea received the third most votes with 325 votes (11.65%). Jason Hayes received the fourth most votes with 268 (9.61%). Marvin R. Perez received the fifth most votes with 196 votes (7.03%). Gilbert Berriozabal received the sixth most votes with 187 (6.70%).

SECTION 6. The name of the candidate for one (1) four-year City Treasurer seat that was up for election was Margarita Solis who was re-elected having received 1,130 votes (100%).

SECTION 7. At the 2017 City Election, Measure SF was passed and approved by a majority of those voting on the measure, thereby converting the elected office of City Treasurer into an appointed office. City voters approved Measure SF by the following vote count: 953 votes cast in favor and 643 votes cast in opposition out of a total of 1,802 ballots cast.

SECTION 8. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. Pursuant to Elections Code Section 10265, the City Clerk shall immediately sign and deliver to each person elected a Certificate of Election and administer to each person elected the oath of office prescribed in the Constitution of the State of California.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando a regular meeting held on the 3rd day of April, 2017.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I, Elena G. Chávez, City Clerk of the City Council of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council at its meeting held on the 3rd day of April, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

EXHIBIT “A”

**LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK**

CERTIFICATE OF CANVASS OF THE ELECTION RETURNS

AND

OFFICIAL STATEMENT OF VOTES CAST

EXHIBIT "A"

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

San Fernando City

at the Consolidated Municipal and Special Elections, held on the 7th day of March 2017.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 21st day of March 2017.



Dean Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

COUNTY OF LOS ANGELES - CONSOLIDATED MUNICIPAL AND SPECIAL ELECTIONS			03/07/17										66.1 - PAGE - 1150 of 1642	
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			SAN FERNANDO CITY GEN MUNI COUNCILMEMBER											
LOCATION	REGIST- RATION	BALLOTS CAST	JOEL FAJARDO	JASON HAYES	DAVID E GOVEA	ROBERT C GONZALES	G BERRIOZABAL	MARVIN R PEREZ						
SAN FERNANDO - 6050006A	3779	393	194	69	58	199	45	40						
VOTE BY MAIL	0	175	87	19	31	83	26	20						
TOTAL	3779	568	281	88	89	282	71	60						
SAN FERNANDO - 6050007A	3872	378	209	66	70	180	31	52						
VOTE BY MAIL	0	323	195	48	58	146	27	34						
TOTAL	3872	701	404	114	128	326	58	86						
SAN FERNANDO - 6050016A	3121	360	170	42	91	147	44	40						
VOTE BY MAIL	0	173	110	24	17	93	14	10						
TOTAL	3121	533	280	66	108	240	58	50						

COUNTY OF LOS ANGELES - CONSOLIDATED MUNICIPAL AND SPECIAL ELECTIONS			03/07/17										66.2 - PAGE - 1151 of 1642	
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			SAN FERNANDO CITY GEN MUNI COUNCILMEMBER											
LOCATION	REGIST- RATION	BALLOTS CAST	JOEL FAJARDO	JASON HAYES	DAVID E GOVEA	ROBERT C GONZALES	G BERRIOZABAL	MARVIN R PEREZ						
PRECINCT TOTAL	10772	1131	573	177	219	526	120	132						
VBM TOTAL	0	671	392	91	106	322	67	64						
GROUP TOTAL	0	0	0	0	0	0	0	0						
GRAND TOTAL	10772	1802	965	268	325	848	187	196						

COUNTY OF LOS ANGELES -		CONSOLIDATED MUNICIPAL AND SPECIAL ELECTIONS		03/07/17		67.1		- PAGE - 1152 of 1642	
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			SAN FERNANDO CITY GEN MUNI CITY TREASURER MARGARITA SOLIS						
LOCATION	REGIST- RATION	BALLOTS CAST							
SAN FERNANDO - 6050006A	3779	393	234						
VOTE BY MAIL	0	175	123						
TOTAL	3779	568	357						
SAN FERNANDO - 6050007A	3872	378	222						
VOTE BY MAIL	0	323	210						
TOTAL	3872	701	432						
SAN FERNANDO - 6050016A	3121	360	222						
VOTE BY MAIL	0	173	119						
TOTAL	3121	533	341						

[illegible]

COUNTY OF LOS ANGELES -		CONSOLIDATED MUNICIPAL AND SPECIAL ELECTIONS		03/07/17		68.1		- PAGE - 1154 of 1642		
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			SAN FERNANDO CITY MUNI MEASURE SF							
LOCATION	REGIST- RATION	BALLOTS CAST	YES	NO						
SAN FERNANDO - 6050006A	3779	393	206	145						
VOTE BY MAIL	0	175	83	68						
TOTAL	3779	568	289	213						
SAN FERNANDO - 6050007A	3872	378	205	137						
VOTE BY MAIL	0	323	166	123						
TOTAL	3872	701	371	260						
SAN FERNANDO - 6050016A	3121	360	193	112						
VOTE BY MAIL	0	173	100	58						
TOTAL	3121	533	293	170						

[illegible]

ATTACHMENT “B”**ORDINANCE NO. 1663**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING ARTICLE III (OFFICERS AND EMPLOYEES) OF THE SAN FERNANDO MUNICIPAL CODE AND OTHER PROVISIONS TO REFLECT THE CONVERSION OF THE ELECTIVE OFFICE OF CITY TREASURER TO AN APPOINTIVE OFFICE AS AUTHORIZED BY THE VOTERS OF THE CITY OF SAN FERNANDO PURSUANT TO GOVERNMENT CODE SECTION 36508 THROUGH 36510 AT THE CITY’S GENERAL MUNICIPAL ELECTION OF MARCH 7, 2017

WHEREAS, pursuant to Government Code Section 36508, at any municipal election, or special election held for that purpose, a city council may submit to the electors the question whether the elective office of City Treasurer shall be appointed by the City Council; and

WHEREAS, at its regular meeting of December 5, 2016, the City Council of the City of San Fernando”) approved Resolution No. 7773 (“Resolution No. 7773”) which called a General Municipal Election to be held on March 7, 2017 for voters of the City of San Fernando (“City”) to elect candidates to fill two (2) City Council seats and to fill the elected City Treasurer seat; and

WHEREAS, at the same regular meeting of December 5, 2016 the City Council also approved Resolution No. 7774 which called for the submission of a ballot measure to San Fernando voters to convert the elected office of City Treasurer into an appointed office as authorized pursuant to Government Code Sections 36508 through 36510; and

WHEREAS, the San Fernando voters at the City’s General Municipal Election of March 7, 2017 approved, by a vote of 953 votes in favor and 643 in opposition, the City ballot measure submitted pursuant to Government Code Sections 36508 through 36510 to convert the elected office of City Treasurer into an appointive office; and

WHEREAS, under the term of the ballot measure, the holder of the appointed office of City Treasurer shall serve at the pleasure of the City Manager in the manner and to the extent authorized under Government Code Section 36510, however, the City Council shall reserve the right to vest the appointment authority in itself by the passage of a subsequent ordinance.

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

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. The current text of Division 4 (City Treasurer) of Article III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby repealed in its entirety and is now replaced with the following text:

Division 4 - City Treasurer.**Sec. 2-191 Appointment of City Treasurer.**

- (a) *As authorized under Government Code Section 36510, the power to appoint the City Treasurer shall be vested in the City Manager and such appointee shall serve at the pleasure of the City Manager. The foregoing notwithstanding, the City Council, by subsequent ordinance, reserves the right to vest all authority to appoint the City Treasurer in itself to the fullest extent authorized under Government Code Section 36510.*
- (b) *Pursuant to Government Code Sections 36508 through 36510, San Fernando voters at the City of San Fernando General Municipal Election of March 7, 2017 approved a City-initiated ballot measure which converted the elected office of City Treasurer to an appointive office. In so far as the voters of the City of San Fernando also elected a City Treasurer one final time at the City's General Municipal Election of March 7, 2017, the first appointment to the office of City Treasurer as authorized under subsection (a) of this Section, above, shall be made upon the earlier the of the following: (i) upon the expiration of the term of office of the person elected to serve as City Treasurer at the March 7, 2017 General Municipal Election; or (ii) upon the occurrence of a vacancy by such person prior the expiration of his or her four-year term of office.*

Sec. 2-191 Appointee Qualifications.

- (a) *Any person appointed to serve in the capacity of City Treasurer must be an employee of the City who meets such professional qualifications as may be established and from time-to-time modified by the City Manager acting in consultation with the City Council.*
- (b) *As provided under Government Code Section 36510, the person appointed to serve as City Treasurer need not be a resident of the City of San Fernando.*
- (c) *The City Council by subsequent ordinance shall be authorized to amend and/or modify the qualification requirements set forth under this section, above, provided that any such requirements are not in conflict with applicable State law.*

Section 2-192 Duties of City Treasurer.

- (a) *The City Treasurer shall perform all such duties as may be imposed upon him or her as provided by State law or under the San Fernando Municipal Code.*
- (b) *Pursuant to Government Code Section 36518, the City Treasurer shall execute a bond in an amount to be fixed by the City Council by resolution.*

SECTION 3. The text of Subsection (13) of Section 2-243 (Categories of Employment) of Division 5 (Civil Service) of Article III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby repealed and replaced with the following text which shall state the following:

- (13) *At-will city employees authorized by the city council.*

It is understood that the modifications to the Municipal Code as called for under this Section 3 of this Ordinance are for purposes of harmonizing the provision with the outcome of the General Municipal Election wherein the elective office of City Treasurer is to be converted to an appointive office. Accordingly, any future modifications or amendments to the provisions at issue under this Section 3 shall not require a subsequent vote of the people.

SECTION 4. Section 2-908 (Definitions) of Article VII (Campaign Reform) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby repealed and replaced by the following text which shall state the following:

The following terms used in this article shall have the meanings set forth below. Except as otherwise provided here, the terms and provisions of this article shall have the meanings and shall be interpreted in accordance with the applicable definitions and provisions of the Political Reform Act of 1974, as amended (Government Code Section 81000, et seq.) and the regulations of the California Fair Political Practices Commission, as amended.

- (1) *Candidate means any person who is a candidate for member of the city council of the City of San Fernando whether or not the person is seeking to become a member of the city council or is an incumbent member of the city council seeking reelection.*
- (2) *Committee means any person or combination of persons who directly or indirectly do any of the following in connection with supporting or opposing a candidate or candidates for city council or city treasurer:*
 - a. *Receive contributions totaling \$500.00 or more in a calendar year.*
 - b. *Make independent expenditures totaling \$500.00 or more in a calendar year.*
 - c. *Make contributions totaling \$5,000.00 or more in a calendar year.*

A person or combination of persons that becomes a committee shall retain its status as a committee until such time as that status is terminated pursuant to California Government Code Section 84214.

(3) Election means any general election, special election or recall election.

(4) Person means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, committee, company, corporation, limited liability corporation, association, and any other organization or group of persons acting in concert.

It is understood that the modifications to the Municipal Code as called for under this Section 4 of this ordinance are for purposes of harmonizing the provision with the outcome of the General Municipal Election wherein the elective office of City Treasurer is to be converted to an appointive office. Accordingly, any future modifications or amendments to the provisions at issue under this Section 4 shall not require a subsequent vote of the people.

SECTION 5. Pursuant to Government Code Section 36510, the City Council by approval of this Ordinance by both the San Fernando voters and the City Council exercises the City Council's right to vest authority in the City Manager to appoint the City Treasurer. The foregoing notwithstanding, voters of the City of San Fernando and the City Council approve this ordinance subject to the right of the City Council to later vest the appointment authority back to the City Council by subsequent ordinance of the City Council.

SECTION 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 7. This ordinance and the action taken hereunder is not a "project" within the meaning of the California Environmental Quality Action codified as section 21000 et seq. of the *Public Resources Code* ("CEQA") because it will not result in a direct or reasonably foreseeable indirect physical change in the environment nor does it involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 8. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall timely cause the same to be published once in the official newspaper. This Ordinance shall become effective upon the certification of an affirmative majority vote of the City voters at the March 7, 2017 General Municipal Election. The foregoing notwithstanding, the provisions of this ordinance shall remain dormant until such time as the term of office of the person elected to serve as City Treasurer at the March 7, 2017 expires; or such person vacates the office of City Treasurer following his or her swearing in, whichever occurs first. Until such time all provisions of the San Fernando Municipal Code which have been amended by this ordinance shall remain in place.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando a regular meeting held on the 3rd day of April, 2017.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 3rd day of April, 2017 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

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OATH OF OFFICE ADMINISTERED TO NEWLY ELECTED OFFICIALS

The City Clerk will administer the Oath of Office and deliver a Certificate of Election to the newly elected officials:

City Council:

Joel Fajardo

Robert C. Gonzales

City Treasurer:

Margarita Solis

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Elena G. Chávez, City Clerk

Date: April 3, 2017

Subject: Reorganization of the City Council – Selection of Mayor and Vice Mayor

RECOMMENDATION:

Due to the March 7, 2017 General Municipal Election, this item is placed on the agenda for consideration.

BACKGROUND:

Government Code §36801 states that *“The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore.”*

Please refer to San Fernando City Council Procedural Manual, Section 11. Reorganization excerpt (Attachment “A”).

BUDGET IMPACT:

None

ATTACHMENT:

A. Procedure for City Council Reorganization

**ATTACHMENT "A"****CITY COUNCIL REORGANIZATION**

San Fernando City Council Procedural Manual, Section 11. Reorganization

1. Election of Mayor:

- A. City Clerk opens the nominations for the position of Mayor
- B. Nomination(s) is/are made for Mayor, and seconded
- C. Hearing no objections, motion to close nominations
- D. City Clerk conducts a roll call vote in the order in which nominations are received until a Mayor is elected by majority vote
- E. City Clerk announces the results

2. Election of Vice Mayor:

- A. City Clerk opens the nominations for the position of Vice Mayor
- B. Nomination(s) is/are made for Vice Mayor, and seconded
- C. Hearing no objections, motion to close nominations
- D. City Clerk conducts a roll call vote in the order in which nominations are received until a Vice Mayor is elected by majority vote
- E. City Clerk announces the results

3. Council Changes Seats as Follows:

- A. Vice Mayor takes his/her seat at the Mayor's right side

4. City Council Comments/Remarks**5. Resume City Council Meeting**