

## San Fernando City Council

## REGULAR MEETING NOTICE AND AGENDA

JUNE 5, 2017 - 6:00 PM

COUNCIL CHAMBERS 117 MACNEIL STREET SAN FERNANDO, CA 91340

#### **CALL TO ORDER/ROLL CALL**

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

#### PLEDGE OF ALLEGIANCE

Led by Public Works Management Analyst Ken Jones

#### APPROVAL OF AGENDA

#### **PRESENTATIONS**

- a) COMMUNITY INVESTMENT/RECYCLING REVENUE SHARING FUND VETERANS OF FOREIGN WARS
   Councilmember Robert C. Gonzales
- b) PRESENTATION OF SCHOLARSHIP CHECK BY SEIU LOCAL 721 Mayor Sylvia Ballin
- c) GALINDO 70<sup>TH</sup> WEDDING ANNIVERSARY Mayor Sylvia Ballin

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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) REQUEST TO APPROVE MINUTES OF:

- a) AUGUST 4, 2014 REGULAR MEETING
- b) MAY 15, 2017 SPECIAL MEETING
- c) MAY 15, 2017 REGULAR MEETING
- d) MAY 22, 2017 SPECIAL MEETING

#### 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 17-061 approving the Warrant Register.

3) CONSIDERATION TO APPROVE AN AMENDMENT TO THE AGREEMENT WITH THE CITY OF LOS ANGELES FIRE DEPARTMENT FOR COMPREHENSIVE FIRE AND EMERGENCY MEDICAL SERVICES

Recommend that the City Council:

- a. Approve an Amendment to the Agreement with the City of Los Angeles Fire Department for Comprehensive Fire and Emergency Medical Services (Contract No. 1757(b); and
- b. Authorize the Interim City Manager to execute the Amendment.
- 4) CONSIDERATION TO APPROVE A SUBAWARD AGREEMENT FOR THE 2016 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM



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#### Recommend that the City Council:

- a. Accept the 2016 Urban Area Security Initiative (UASI) Grant Program award for ballistic helmets and tactical medical kits;
- b. Approve a Subaward Agreement (Contract No. 1857) with the City of Los Angeles for the Fiscal Year 2016 UASI Grant Program; and
- c. Authorize the Interim City Manager to execute the Agreement and all related documents.

#### **PUBLIC HEARING**

5) CONSIDERATION TO ADOPT URGENCY ORDINANCE NO. U-1666 MAKING FINDINGS AND ESTABLISHING AN INTERIM MORATORIUM PROHIBITING NEW ACCESSORY DWELLING UNITS (CURRENTLY REFERRED TO AS "SECOND DWELLING UNITS" IN THE ZONING ORDINANCE) EXCEPT THOSE MEETING SPECIFIED DEVELOPMENT STANDARDS NOTED IN SAID URGENCY ORDINANCE CONSISTENT WITH RECENTLY ADOPTED STATE LAW

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. U-1666 by title, "An Interim Urgency Ordinance of the City Council of the City of San Fernando, California, making findings and establishing an Interim Moratorium prohibiting New Accessory Dwelling Units (currently referred to as "Second Dwelling Units" in the Zoning Ordinance) except those meeting specified development standards noted in said Urgency Ordinance consistent with recently adopted State Law." This Ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.

#### **ADMINISTRATIVE REPORTS**

6) OVERVIEW OF THE REGIONAL HOUSING NEEDS ASSESSMENT

Recommend that the City Council receive and file a presentation from staff regarding the Regional Housing Needs Assessment.



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## 7) CONSIDERATION TO ESTABLISH A SAN FERNANDO POLICE DEPARTMENT CLERGY COUNCIL

Recommend that the City Council:

- a. Review and discuss the proposed Clergy Council Guidelines; and
- b. Provide direction as necessary.

# 8) CONSIDERATION OF PARTICIPATION IN SOUTHERN CALIFORNIA EDISON STREET LIGHT ACQUISITION PROGRAM

Recommend that the City Council:

- a. Review and discuss the Southern California Edison Street Light Acquisition Program; and
- b. Provide direction regarding the City's participation in the program.

#### 9) FISCAL YEAR 2017-2018 BUDGET STUDY SESSION NO. 3

Recommend that the City Council:

- a. Review and discuss the Fiscal Year 2017-2018 Proposed Budget;
- b. Provide direction regarding Special Event fee waivers; and
- c. Provide additional direction as necessary.

# 10) DISCUSSION REGARDING FEMALE VETERAN HOUSING AND ADDITIONAL APARTMENTS LAND USE IN SAN FERNANDO

This item is placed on the agenda by Councilmember Jaime Soto.

#### **CITY COUNCIL - LIAISON UPDATES**

#### **DEPARTMENT HEADS - COMMISSION UPDATES**



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#### **GENERAL COUNCIL COMMENTS**

#### **STAFF COMMUNICATION**

#### **ADJOURNMENT**

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

Elena G. Chávez, CMC City Clerk Signed and Posted: June 1, 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 (<a href="www.sfcity.org">www.sfcity.org</a>). 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 <a href="www.sfcity.org">www.sfcity.org</a>. 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.



# Regular Meeting San Fernando City Council



#### SAN FERNANDO CITY COUNCIL MINUTES

#### AUGUST 4, 2014 – 6:00 P.M. REGULAR MEETING

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

#### CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:03 p.m.

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales, and

Councilmembers Jesse H. Avila, Joel Fajardo, and Antonio Lopez

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk

Elena G. Chávez

#### PLEDGE OF ALLEGIANCE

Led by Police Explorer Nestor Garcia

#### APPROVAL OF AGENDA

City Attorney Olivarez reported that Councilmember Lopez is requesting a "walk-on" item (Item No. 11). He stated that the item came to staff's attention after the agenda was posted and there is an immediate need to take action. The San Fernando City Chamber of Commerce is requesting a Council appointment to their board; their meeting takes place before the next regularly scheduled City Council meeting.

Councilmember Lopez added that the Chamber wants to start discussions because multiple events are occurring.

City Manager Saeki reported that Item No. 7 would be moved to Administrative Reports.

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

#### **PRESENTATIONS**

The following presentation was made:

#### A) RECOGNITION OF RELAY FOR LIFE COMMITTEE

#### PUBLIC STATEMENTS – WRITTEN/ORAL

Linda Campanella Jauron asked if there was anything the City could do regarding the children being displaced at the southern border.

John Blue complained about the median island on Park Ave. and believes it's a bad design.

John Arroyo talked about a company in the City that he alleges does not have a license to sell cookies.

Mary Mendoza asked that City Council reconsider their decision regarding low-income housing at the JC Penney building and believes that the noticing and posting requirements were not fulfilled.

Pastor Rudy Trujillo (Transportation & Safety Commissioner) said he appreciates when everyone comes together to open up dialogue and look for creative solutions and is thankful that a developer that is willing to look at affordable housing and invest in our community.

Richard Arroyo reported that the San Fernando Museum of Art & History is requesting support in naming the 5 and 118 Freeway interchange in memory WWII Medal of Honor recipient David Gonzales.

Miguel Montanez said that he surveyed people in his neighborhood and commercial areas and many were not aware (nor in favor of) the proposed low-income housing at the JC Penney building.

Paul Luna believes that people are misinformed (low-income housing does not mean Section 8 housing); we need to keep an open mind about the project and see the bigger picture the positive changes.

Julie Cuellar inquired about the project that was approved a couple of years back at First and Harding Streets that has not begun. She stated that if we need housing so badly, then the City should get projects started (and completed) before moving on to other housing projects.

## **CONSENT CALENDAR**

Mayor Ballin pulled Item No.s 5 and 6 for further discussion.

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

- 1) REQUEST TO APPROVE MINUTES OF:
  - a. JULY 7, 2014 REGULAR MEETING
  - b. JULY 21, 2014 SPECIAL MEETING
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-081
- 3) CONSIDERATION TO ADOPT A RESOLUTION DELEGATING AUTHORITY OF DISABILITY RETIREMENT DETERMINATIONS
- 4) UPDATE REGARDING THE CITY'S LIVING WAGE ORDINANCE

By consensus, the motion carried.

#### **Items Removed for Further Discussion**

- 5) CONSIDERATION TO DISPOSE OF SURPLUS CITY-OWNED PERSONAL PROPERTY
- 6) NOTICE OF COMPLETION FOR SIGN INSTALLATION PROJECT

In response to Mayor Ballin's question regarding the surplus property, staff reported that anyone (i.e., City employees, City Councilmembers, and the general public) can purchase items via the auction process.

In response to Mayor Ballin's concern regarding the color pallet. Staff reported that the previous management felt it was appropriate, two color schemes had been presented to Council, and, since grant money was used, signs had to be completed within a certain time frame.

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Gonzales, to approve Consent Calendar Items No.s 5 and 6 per staff's recommendation. By consensus, the motion carried.

#### ADMINISTRATIVE REPORTS

7) DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR THE 2014 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

City Manager Saeki presented the staff report.

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

- a. Designate Councilmember Lopez as Voting Delegate for the League of California Cities Annual Conference;
- b. Designate Councilmember Fajardo and Avila as the two Alternate Voting Delegates, one of whom may vote in the event that the designated Delegate is unable to serve in that capacity; and
- c. Authorize the City Clerk to execute and submit the 2014 Annual Conference Voting Delegate/Alternate Form.

By consensus, the motion carried.

8) CONSIDERATION TO PARTICIPATE IN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) RAPID BUS SHELTERS IMPLEMENTATION PROGRAM

Interim Public Works Director Marlene Miyoshi presented the staff report.

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

- a. Approve participation in the Metro Rapid Bus Shelter Implementation Program for the design, purchase and installation of four bus stops on Truman Street, at no cost to the City; and
- b. Authorize the City Manager to negotiate and execute the Metro Implementation Agreement, upon City Attorney review and approval as to form.

By consensus, the motion carried.

9) CONSIDERATION TO APPROVE THE PROPOSED MAKE-UP OF THE DEVELOPMENT AD HOC COMMITTEE FOR THE CITY OF SAN FERNANDO TRANSIT ORIENTED DEVELOPMENT OVERLAY ZONE PROJECT

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

Motion by Councilmember Lopez, seconded by Mayor Pro Tem Gonzales, to approve the Transit Oriented Development Overlay Zone Ad Hoc Committee regarding the proposed make-up of the 11-member Development Ad Hoc Committee. Also, to add a member from the Mall Association and a member from the San Fernando City Chamber of Commerce. By consensus, the motion carried.

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

Kelly Osajima, Evolve organizer, gave a presentation and replied to questions from Councilmembers.

Motion by Councilmember Fajardo, seconded by Councilmember Lopez, to table this item to the next meeting. By consensus, the motion carried.

11) APPOINTMENT OF CITY COUNCIL LIAISON TO THE SAN FERNANDO CITY CHAMBER OF COMMERCE

Councilmember Lopez gave a brief update and made a motion to appoint Mayor Pro Tem Gonzales as liaison to the Chamber.

Both Mayor Pro Tem Gonzales and Councilmember Fajardo expressed interest and requested consideration to be appointed as liaison to the Chamber.

Councilmember Lopez repeated his motion to appoint Mayor Pro Tem Gonzales as liaison to the San Fernando City Chamber of Commerce. The motion was seconded by Mayor Pro Tem Gonzales but failed with the following vote:

AYES: Lopez, Gonzales – 2 NOES: Fajardo, Ballin, Avila – 3

Motion by Councilmember Avila, seconded by Mayor Ballin, to appoint Councilmember Fajardo as liaison to the San Fernando City Chamber of Commerce. The motion carried with the following vote:

AYES: Avila, Fajardo, Ballin – 3 NOES: Lopez, Gonzales – 2

#### COMMITTEE/COMMISSION LIAISON UPDATES

At the request of Councilmember Avila, Community Development Director Ramirez gave an update regarding Planning Commission activities.

Also, at the request of Councilmember Avila, Richard Arroyo, San Fernando Museum of Art and History, reported that John Brooks (decedent of Geronimo and Catalina Lopez) who was very involved with San Fernando history for more than 50 years, passed away this morning.

Councilmember Fajardo gave an update regarding the Tree Commission's activities, would like to eventually agendize a discussion regarding City commissions, and said he looks forward to working with the Economic Alliance.

Mayor Ballin reported that the Metropolitan Water District Ad Hoc Ethics and Audit Committee met for over four hours and suggested that the City hold a session regarding Form 700 and

abstention and recusal votes. City Attorney Olivarez said he'll make sure this topic is agenized for a future meeting.

#### **GENERAL COUNCIL COMMENTS**

Councilmember Avila thanked Finance staff on the new report and also thanked the community for attending this meeting.

Councilmember Fajardo also thanked the public for attending this meeting and said he would be happy to continue dialogue with anyone interested regarding the affordable housing project. He also urged Councilmembers to read the <u>Los Angeles Times</u> article on Michael Dell and how LLC's are being used to avoid assessments.

Mayor Pro Tem Gonzales thanked the Relay for Life committee members and hopes he can get more involved next year.

Mayor Ballin requested to agendize her appointment to the Education Commission for the next meeting.

#### **STAFF COMMUNICATION**

Community Development Director Ramirez reminded everyone of the upcoming scoping meeting of the California High Speed Rail Authority and reported that he and City Manager Saeki would be attending a City of Los Angeles meeting regarding the Fire Contract between both cities.

#### ADJOURNMENT (7:53 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 4, 2014, meeting as approved by the San Fernando City Council.

Elena G. Chávez

City Clerk



# SAN FERNANDO CITY COUNCIL MINUTES

# MAY 15, 2017 – 5:00 P.M. SPECIAL MEETING

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

#### CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 5:00 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers

Joel Fajardo, and Jaime Soto (arrived at 5:01p.m.)

Staff: Interim City Manager Nick Kimball, City Attorney Rick Olivarez, and

City Clerk Elena G. Chávez

Absent: Councilmember Robert C. Gonzales (notified staff that he could not attend

the meeting because he was ill)

#### **APPROVAL OF AGENDA**

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

#### PUBLIC STATEMENTS – WRITTEN/ORAL

None

#### RECESS TO CLOSED SESSION (5:01 P.M.)

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

# A) CONFERENCE WITH LABOR NEGOTIATOR G.C. §54957.6

Designated City Negotiators:
Interim City Manager Nick Kimball
Personnel Manager Michael Okafor

#### SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – May 15, 2017 Page 2

City Attorney Rick Olivarez Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units that are the Subject of Negotiation:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

#### B) PUBLIC EMPLOYMENT (EMPLOYEE RECRUITMENT)

G.C. §54957(b)(1)

Title of Position Under Consideration: City Manager

#### C) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Clerk

# D) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS EXISTING LITIGATION G.C. §54956.9(a)

Name of Case: Nicolas Garcia v. City of San Fernando

Case No.: ADJ8774710 Claim No.: 20100007SFE

## E) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS EXISTING LITIGATION

G.C. §54956.9(d)(1)

Haro v. City of San Fernando et al, LASC Case No. BC653761

#### **RECONVENE FROM CLOSED SESSION (6:03 P.M.)**

City Attorney Olivarez reported the following:

Items A, B, & C – The City Council received a briefing from staff; no action was taken, and nothing further to report.

Items D & E – The City Council received a briefing from legal counsel, direction was given but no final action was taken.

#### ADJOURNMENT (6:03 P.M.)

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to adjourn. By consensus, the motion carried.

## SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – May 15, 2017 Page 3

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 15, 2017 meeting as approved by the San Fernando City Council.

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Elena G. Chávez City Clerk



#### SAN FERNANDO CITY COUNCIL MINUTES

# MAY 15, 2017 – 6:00 P.M. REGULAR MEETING

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

#### **CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 6:05 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers

Joel Fajardo, and Jaime Soto (arrived at 5:01p.m.)

Staff: Interim City Manager Nick Kimball, City Attorney Rick Olivarez, and

City Clerk Elena G. Chávez

Absent: Councilmember Robert C. Gonzales (notified staff that he could not attend

the meeting because he was ill)

#### **PLEDGE OF ALLEGIANCE**

Led by Education Commissioner Michael Remenih

#### **APPROVAL OF AGENDA**

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

#### **PRESENTATIONS**

The following presentations were made:

- a) RECOGNITION OF SFPD TEAM BAKER TO VEGAS RUN
- b) NATIONAL PUBLIC WORKS WEEK May 21-27
- c) NATIONAL LAW ENFORCEMENT WEEK MAY 14-20
- d) ARBOR DAY PROCLAMATION APRIL 28

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#### PUBLIC STATEMENTS – WRITTEN/ORAL

JR Cahatol invited everyone to an event on June 2 and 4, Free Medical Dental and Vision Clinic 2017, sponsored by the San Fernando Valley Academy.

Liana Stepanyan, San Fernando Library Manager, provided information regarding upcoming events and services available to the community.

#### **CONSENT CALENDAR**

Motion by Councilmember Soto, seconded by Vice Mayor Lopez, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:
  - a) MAY 1, 2017 SPECIAL MEETING
  - b) MAY 1, 2017 REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2017-2018
- 4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE CITY TREASURER AND DEPUTY CITY TREASURER TO INVEST SURPLUS FUNDS
- 5) CONSIDERATION OF FISCAL YEAR 2017-2018 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT APPROVAL OF ENGINEER'S REPORT AND SETTING THE DATE FOR THE PUBLIC HEARING
- 6) CONSIDERATION TO APPROVE A LICENSE AGREEMENT WITH CROWN CASTLE NG WEST LLC A REGISTERED COMPETITIVE LOCAL EXCHANGE CARRIER TO INSTALL A DISTRIBUTED ANTENNA SYSTEM ON A CITY-OWNED LIGHT POLE

By consensus, the motion carried.

#### **ADMINISTRATIVE REPORTS**

7) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT TO UPDATE THE CITY'S ACCESSORY DWELLING UNIT AND DENSITY BONUS ORDINANCES

## SAN FERNANDO CITY COUNCIL MINUTES – May 15, 2017 Page 3

Interim Senior Planner Humberto Quintana presented the staff report. Both he and Interim City Manager Kimball replied to questions from Councilmembers.

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

- a. Award a Professional Services Agreement (Contract No. 1856) to Karen Warner Associates, Inc. in an amount not-to-exceed \$18,520 to provide professional services to update the City's Accessory Dwelling Unit and Density Bonus Ordinances; and
- b. Authorize the Interim City Manager to execute the agreement.

By consensus, the motion carried.

#### 8) FISCAL YEAR 2017-2018 BUDGET STUDY SESSION NO. 1

Interim City Manager Kimball presented the staff report and the proposed Fiscal Year 2017-2018 budget. Each department representative also made brief presentations.

Discussion ensued and staff replied to various questions from Councilmembers.

No formal action was taken (presentation item only).

#### **CITY COUNCIL - LIAISON UPDATES**

Councilmember Fajardo gave an update regarding League of California Cities meeting that he attended last week.

Vice Mayor Lopez stated that he attended the annual Southern California Association of Governments conference and it covered information regarding innovative concepts for transportation, parking and housing.

Mayor Ballin gave updates regarding meetings that she attended held by the Metropolitan Water District Board and the Independent Cities Finance Authority.

#### **DEPARTMENT HEADS - COMMISSION UPDATES**

Interim City Manager Kimball reported that the Vista Del Valle Ad Hoc Committee met, a community meeting has been tentatively scheduled for June 1<sup>st</sup>, and the next step is getting community input on the pilot program.

Public Works Management Analyst Ken Jones invited everyone to the tree planting ceremony on May 23<sup>rd</sup> and to the Public Works barbeque on the following day.

Cultural Arts Supervisor Virginia Diediker invited all to the Senior Expo on May 19<sup>th</sup> at Las Palmas Park.

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Interim Senior Planner Humberto Quintana reported that the Planning and Preservation Commission will be meeting on June 6<sup>th</sup>.

City Clerk Chávez invited City Councilmembers and department representatives to the Education Commission's 2<sup>nd</sup> Annual Scholarship Awards Ceremony on May 23<sup>rd</sup>.

#### **GENERAL COUNCIL COMMENTS**

Councilmember Soto talked about recent hacking incidences including Los Angeles College District paying ransom after hackers stole student data, he thanked Police Chief Anthony Vairo for the nice gesture of inviting all departments to take a group photo earlier, and stated that he and Chief Vairo are related.

Councilmember Fajardo thanked all acting managers and also reminded everyone of tomorrow's City of Los Angeles LAUSD election.

Vice Mayor Lopez thanked staff and said he would see everyone at next Monday's budget meeting.

Mayor Ballin emphasized that staff has City Council's support and are doing a great job.

#### **STAFF COMMUNICATION**

Interim City Manager Kimball reported that the next Council meeting will include a report to Council regarding Regional Housing Needs Assessment numbers and reminded everyone that the public is invited to the meetings and may provide feedback on the budget, and he commented on Councilmember Soto's concerns regarding computer hacking and cyber insurance coverage.

#### ADJOURNMENT (8:54 P.M.)

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

> I do hereby certify that the foregoing is a true and correct copy of the minutes of May 15, 2017, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC

City Clerk



# SAN FERNANDO CITY COUNCIL MINUTES

# MAY 22, 2017 – 6:00 P.M. SPECIAL MEETING

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

#### CALL TO ORDER/ROLL CALL

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

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers

Joel Fajardo, Jaime Soto, and Robert C. Gonzales

Staff: Interim City Manager Nick Kimball, Assistant City Attorney Richard

Padilla, and City Clerk Elena G. Chávez

#### PLEDGE OF ALLEGIANCE

Led by Personnel Manager Michael Okafor

#### **APPROVAL OF AGENDA**

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

#### PUBLIC STATEMENTS – WRITTEN/ORAL

None

#### **ADMINISTRATIVE REPORTS**

1) FISCAL YEAR (FY) 2017-2018 BUDGET STUDY SESSION NO. 2

Public Works Management Analyst Kenneth Jones made a presentation regarding FY 2017-2018 Capital Improvement Program and replied to questions from Councilmembers.

Interim Finance Director Sonia Garcia presented the staff report. She and Interim City Manager Kimball replied to questions from Councilmembers.

## SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – May 22, 2017 Page 2

Discussion ensued regarding various items including:

- Special Event fee waivers and setting aside an appropriation of \$20,000 (with a maximum fee waiver per event) and establishing fee waiver criteria and options for disbursement.
- Insufficient Proposition A funds to maintain the \$5,000 per Councilmember appropriation (for buses) and continue the trolley system, dial-a-ride program, and MTA bus pass subsidy (staff to review Councilmembers' appropriations and consider reductions).
- Possibly supplementing the Dial-a-Ride Program by establishing a tax-cab voucher and/or rideshare partnership program.
- Extension of the holiday lighting and electrical upgrades through Glenoaks and possibly, through the Maclay Gateway Streetscape. For the next fiscal year (i.e., 2018-2019), possibly extend to the San Fernando Downtown Area and within the Tree Lighting location.

No formal action was taken (presentation item only).

2) CONSIDERATION OF A LETTER OF OPPOSITION FOR ASSEMBLY BILL (AB) 1250 (JONES-SAWYER) COUNTIES AND CITIES: CONTRACTS FOR PERSONAL SERVICES

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

Motion by Councilmember Fajardo, seconded by Councilmember Soto, to approve a letter of opposition for Assembly Bill 1250 (Jones-Sawyer). By consensus, the motion carried.

#### RECESS TO CLOSED SESSION (7:27 P.M.)

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

A) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND CIRCUMSTANCES UNKNOWN TO POTENTIAL PLAINTIFFS WHICH MAY CREATE EXPOSURE TO LITIGATION G.C. §54957.9(d)(2) AND §54957.9(e)(1) One (1) Matter

SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – May 22, 2017 Page 3

#### RECONVENE/REPORT OUT FROM CLOSED SESSION (7:47 P.M)

Assistant City Attorney Padilla reported that the City Council received a general update from legal counsel. Feedback was provided by City Council, but no final action was taken. He noted that Councilmember Soto left before the conclusion but stayed for the substantive discussion.

#### ADJOURNMENT (7:47 P.M.)

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to adjourn. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 22, 2017 meeting as approved by the San Fernando City Council.

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Elena G. Chávez City Clerk





## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

By: Sonia Gomez-Garcia, Interim Finance Director

**Date:** June 5, 2017

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 17-061 (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. 17-061

FINANCE DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SFCITY.ORG

**ATTACHMENT "A"** 

#### **RESOLUTION NO. 17-061**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-061

## 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 5<sup>th</sup> day of June, 2017.

ATTEST:	Sylvia Ballin, Mayor
Elena G. Chávez, City Clerk	
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) ss )
	at the foregoing Resolution was approved and adopted at a l held on the 5 <sup>th</sup> day of June, 2017, by the following vote to
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	

EXHIBIT "A"

vchlist		Voucher List	Page:	1
05/31/2017	10:07:50AM	CITY OF SAN FERNANDO		

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
206060	6/5/2017	892287 99 CLEANERS	8411		ENP TOWEL CLEANING SRVS	
					115-422-3750-4300	16.00
			8412		ENP TOWEL CLEANING SRVS	
			8446		115-422-3750-4300 ENP TOWEL CLEANING SRVS	7.00
			0440		115-422-3750-4300	17.00
					Total :	40.00
000004	0/5/0047	ACCUSATION TERMITE A DECT CONTROL	04044		DEE DEMONAL FOT FEDMOODE MED D	
206061	6/5/2017	890104 ABBA TERMITE & PEST CONTROL	31841		BEE REMOVAL-527 FERMOORE MTR B 070-383-0000-4260	95.00
			31950		BEE REMOVAL-1515 SECOND PARKWA	95.00
			31830		001-346-0000-4310	95.00
					Total :	190.00
206062	6/5/2017	891587 ABLE MAILING INC.	26118		MAY-WATER BILLS FULFILLMENT SRVS	
	0002 0/3/2017 091307 ABLE WAILING INC.			11406	072-360-0000-4300	80.57
				11406	070-382-0000-4300	80.57
			26119		WATER ENVELOPE STORAGE FEE-APF	
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					Total:	186.14
206063	6/5/2017	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0517		DRINKING WATER	
					001-222-0000-4300	101.78
			36495711-0617		DRINKING WATER	101.78
					001-222-0000-4300 Total :	203.56
						203.30
206064	6/5/2017	892493 AG SPORTS PRINTING & TROPHIES	050917		SOFTBALL & VOLLEYBALL TROPHIES	
					017-420-1334-4300	124.83
					Total:	124.83
206065	6/5/2017	889043 ALADIN JUMPERS	051817		SENIOR EXPO-ITEMS RENTED	
					001-422-0000-4300	432.70
					Total :	432.70

vchlist 05/31/2017	10:07:50A	м	Voucher List CITY OF SAN FERNAN	DO		Page: 2
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
206066	6/5/2017	100143 ALONSO, SERGIO	APRIL 2017		MMAP INSTRUCTOR 109-424-3618-4260 108-424-3639-4260 Total :	500.00 500.00 <b>1,000.00</b>
206067	6/5/2017	887695 AL'S KUBOTA TRACTOR	89759		WEIGHT HOOKS-PK1169 041-320-0390-4400 Total :	13.17 13.17
206068	6/5/2017	100141 ALVAREZ, LINA	04/29/17 - 05/12/17	11533	ENP CONTRACT FOOD SERVICE PRO\ 115-422-3750-4270 Total :	236.25 236.25
206069	6/5/2017	887270 AMERICAN TRANSPORTATION SYSTEM	101779		FINAL PYMNT TRANSPORT SRVS- QUE 004-2383 Total :	422.14 <b>422.14</b>
206070	6/5/2017	100165 AMERICAN WATER WORKS, INC.	24164		HOSE SWIVEL-CE0106 041-320-0152-4400 Total :	203.36 203.36
206071	6/5/2017	100222 ARROYO BUILDING MATERIALS, INC	188203 188362		CEMENT-REBUILD BLOCK WALL LOT 8 029-335-0000-4300 CEMENT-REBUILD BLOCK WALL LOT 8 029-335-0000-4300	142.59 124.04
			188366		CEMENT-REBUILD BLOCK WALL LOT 8 029-335-0000-4300 Total :	-43.78
206072	6/5/2017	102530 AT & T	818-270-2203		PD NETWORK LINE 001-222-0000-4220 <b>Total</b> :	228.03 228.03
206073	6/5/2017	892412 AT&T	81891178143024	11505	REMOVAL, RELOCATION AND REINSTA 010-220-3449-4500 Total :	6,120.00 <b>6,120.00</b>
206074	6/5/2017	889942 ATHENS SERVICES	3386298		MAY-FY16-17 STREET SWEEPING SER	

Voucher List

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05/31/2017	10:07:50A	M	CITY OF SAN FERI	NANDO		
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206074	6/5/2017	889942 ATHENS SERVICES	(Continued)	11440 11440	001-343-0000-4260 011-311-0000-4260 <b>Total</b> :	2,299.59 12,249.71 <b>14,549.30</b>
206075	6/5/2017	889913 BALLIN, SYLVIA	TRAVEL TRAVEL		PER DIEM-NALEO ANNUAL CONFEREN 001-101-0101-4370 AIRPORT PARKING FEE-NALEO ANNU 001-101-0101-4370 Total:	85.00 115.00 <b>200.00</b>
206076	6/5/2017	890546 BARAJAS, CRYSTAL	APRIL 2017		MMAP MENTOR INSTRUCTOR 109-424-3618-4260 Total:	180.00 <b>180.00</b>
206077	6/5/2017	892426 BEARCOM	4583435	11512	COMPUTER MAINTENANCE CONTRAC 001-135-0000-4260 Total :	6,964.42 <b>6,964.42</b>
206078	6/5/2017	892013 BERNSTEIN, DIANA	MAY 2017		ART CLASS INSTRUCTOR 017-420-1343-4260 Total :	260.00 <b>260.00</b>
206079	6/5/2017	890838 BLUE TARP CREDIT SERVICES	37757907 37757933		HYDRAULIC PUMP-PW2532 041-320-0311-4400 REPLACE HONDA MOTOR-PW4567 041-320-0311-4400 Total:	398.40 734.34 <b>1,132.74</b>
206080	6/5/2017	100396 BOB MURRAY & ASSOCIATES	7298	11573	CITY MANAGER RECRUITMENT 001-101-0000-4270 Total:	4,519.26 <b>4,519.26</b>
206081	6/5/2017	888800 BUSINESS CARD	031317 050417 050417-1		LP CLUB SUNDAY BRUNCH TRIP 004-2383 PROTECTION PLAN FOR BATTERY BA( 001-135-0000-4300 NOTARY EXAM & SUPPLIES	1,564.71 67.52

vchlist Voucher List Page: 05/31/2017 10:07:50AM CITY OF SAN FERNANDO Bank code : bank3 Voucher Date Vendor Invoice PO # Description/Account Amount 6/5/2017 888800 BUSINESS CARD 206081 (Continued) 001-105-0000-4370 474.41 NOTARY E&O INSURANCE 001-105-0000-4380 NOTARY EXAM & SUPPLIES 050417-2 165.00 050517 001-150-0000-4360 BATTERY BACKUP REPLACEMENT 562.84 050517 001-135-0000-4300 DVD DUPLICATOR 818.72 050817 001-222-0000-4300 DINNER-SPECIAL COUNCIL MEETING ( 278.93 051117 001-101-0000-4300 K-9 EQUIPMENT 001-225-0000-4270 50.00 051117 950.40 INDOOR MOVIES 001-424-0000-4300 051217-1 6.42 051217-2 INDOOR MOVIES 001-424-0000-4300 43.94 051217-3 INDOOR MOVIES 001-424-0000-4300 12.97 GRAPHICS SUBSCRIPTION 001-105-0000-4380 INDOOR MOVIES 051517 49.00 051517-1 001-424-0000-4300 INDOOR MOVIES 18.69 051517-2 001-424-0000-4300 BLURAY PLAYER FOR PD 10.98 051717 001-222-0000-4300 DINNER SPECIAL COUNCIL MEETING ( 303.10 051717 001-101-0000-4300 50.31 051817 INDOOR MOVIES 001-424-0000-4300 34.39 DUPLEX UNIT FOR PRINTER HP4700 001-190-0000-4300 051917 77.25 REGSTR-CAPIO REGIONAL WORKSHO 001-105-0000-4370 052217 45.00 052317 EXPLORER'S SNACKS & WATER

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206085

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6/5/2017 892465 CANON SOLUTIONS AMERICA, INC.

6/5/2017 100573 CA-NV SECTION AWWA

6/5/2017 103619 CARL WARREN & CO.

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206081	6/5/2017	888800 BUSINESS CARD	(Continued)		001-105-0000-4300 Total :	22.02 <b>5,606.60</b>
206082	6/5/2017	888800 BUSINESS CARD	051317		REGSTR-MENTAL TRAINING COURSE 001-225-0000-4370 Total :	150.02 <b>150.02</b>
206083	6/5/2017	891455 CALIFORNIA RESERVE	3247		ANNUAL RESERVE MEMBERSHIP DUE: 001-226-0000-4370 Total :	1,728.00 <b>1,728.00</b>
206084	6/5/2017	892464 CANON FINANCIAL SERVICES, INC	17340779	11530	CANON COPIERS LEASE PYMNT-MAY ( 001-135-0000-4260 001-135-0000-4260	590.85 54.65

4022212224

4022212225

4022212227

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4022215567

4022216254

3473

1776734

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-61.65

1,342.50

54.66

815.87 **671.99** 

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Total :

Total:

CREDIT-COPIER MONTHLY 001-135-0000-4260

CREDIT-COPIER MONTHLY

CREDIT-COPIER MONTHLY 001-135-0000-4260

COPIER MONTHLY RATES (USAGE) 001-135-0000-4260 COPIER MONTHLY RATES-04/26/17-06/:

001-135-0000-4260 COPIER MONTHLY RATES-04/26/17-06/:

REGTR-WATER WELL REHAB WORKSH

001-135-0000-4260

001-135-0000-4260

070-381-0000-4360

LEGAL SERVICES

006-190-0000-4800

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05/31/2017	10:07:50AM	CITY OF SAN FERNANDO		

Bank code :	bank3					
oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amoun
206093	6/5/2017	100805 COOPER HARDWARE INC.	(Continued)			
					070-384-0000-4330	6.0
			105382		SAFETY SUPPLIES	
					027-344-0301-4300	13.0
					Total :	141.8
206094 6/5/20	6/5/2017	888887 D & R GLASS	051517		REPAIR BROKEN WINDOW @ PD	
				043-390-0000-4330	350.0	
					Total :	350.0
206095	6/5/2017	101666 DE LAGE LANDEN FINANCIAL SERVS	54378006		MAY LEASE PAYMENT VARIOUS COPIE	
				11456	001-135-0000-4260	1,051.8
				11456	072-360-0000-4290	73.3
				11456	070-381-0000-4290	73.3
					Total :	1,198.5
206096	6/5/2017	887121 DELL MARKETING L.P.	10127411216		DELL PC, (2) LCD AND OFFICE 2016	
	3.0120 TO 307 12 TO 222 THE WARE THE 2.11			11494	001-420-0000-4300	247.7
			10160002311		PO#11408 (2) LAPTOPS - LATTITUDE	
					070-385-0000-4500	8,107.2
			10163381188		TONER FOR BOOKING PRINTER IN JAI	
				11565	001-222-0000-4300	514.2
					001-222-0000-4300	47.5
			10165570128	44574	LAPTOP FOR PUBLIC WORKS DEPT	4 400 0
			60104533818	11571	001-310-0000-4300 PO#11408 (2) LAPTOPS RETURNED-LA	1,460.0
			00104333616		070-385-0000-4500	-7,918.9
					Total :	2,457.9
						_,
206097	6/5/2017	101004 DUNN-EDWARDS CORPORATION	2030422665		PAINTING MAT'LS	
					043-390-0000-4300	238.2
			2030424234		SAFETY RESPORATOR & CARTRIDGE	
			2030424806		070-384-0000-4340 MATL'S FOR BLOCK WALL REBUILD-LC	155.5
			2030424806		029-335-0000-4300	222.5
					029-335-0000-4300 Total :	616.3
					iotai.	010.3

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 CITY OF SAN FERNANDO
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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amoun
206098	6/5/2017	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		01/01/2017-03/31/17 UNEMPLOYMENT	
					001-190-0420-4132	51.00
					Total :	51.00
206099	6/5/2017	890879 EUROFINS EATON ANALYTICAL, INC	L0319429		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.00
			L0319431		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0319439		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0319619		WATER ANALYSIS FOLDERS	
			20010010		070-384-0000-4260	175.00
			L0319626		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0319633		WATER ANALYSIS FOLDERS	
				070-384-0000-4260	900.00	
		L0319938		WATER ANALYSIS FOLDERS		
					070-384-0000-4260	139.60
			L0320926		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0320967		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	75.00
			L0320974		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.00
			L0321446		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	50.00
			L0321447		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	24.00
			L0321459		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	12.00
					Total :	2,262.00
206100	6/5/2017	890897 EVAN BROOKS ASSOCIATES, INC	17005-5		SAFE ROUTES TO SCHOOL MASTER P	
				11426	010-310-0687-4270	1.950.00
					Total :	,
206101	6/5/2017	890377 F & F SIGNS	0123		SET OF DECALS-K9 CAR	

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 Page:
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 05/31/2017
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 CITY OF SAN FERNANDO

/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
206101	6/5/2017	890377 F & F SIGNS	(Continued)			
200.01	0/0/2011	coorr r ar crone	(continued)		041-320-0225-4400	587.2
					Total:	587.2
206102	6/5/2017	891622 FARMER BROTHERS	65504621		BREAK ROOM SUPPLIES	
					001-222-0000-4300	249.2
					Total:	249.2
206103	6/5/2017	101147 FEDEX	5-800-34332		COURIER SERVICE	
					001-190-0000-4280	101.7
		5-808-28743		COURIER SERVICE		
					001-190-0000-4280	3.14
					Total:	104.8
206104	6/5/2017	101152 FERNANDEZ, JULIE	TRAVEL		PER DIEM-CAPIO REGIONAL WORKSH	
				001-105-0000-4370	65.0	
			TRAVEL		MILEAGE REIMB-CAPIO REGIONAL WC	
					001-105-0000-4370	114.49
					Total :	179.4
206105	6/5/2017	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERRIFFS	
					001-222-0000-4220	566.1
			209-150-5250-081292		RADIO REPEATER-PD	
					001-222-0000-4220	45.70
			209-151-4941-102990		POLICE PAGING	
			209-151-4942-041191		001-222-0000-4220 CITY YARD AUTO DIALER	46.6
			209-151-4942-041191		070-384-0000-4220	45.70
			209-151-4943-081292		RADIO REPEATER	43.71
			203-101-4040-001232		001-222-0000-4220	45.70
			818-361-0901-051499		SEWER FLOW MONITOR	
					072-360-0000-4220	54.29
			818-361-2385-012309		MTA PHONE LINE	
					007-440-0441-4220	101.60
					001-190-0000-4220	50.8
			818-361-2472-031415		PW PHONE LINE	
					070-384-0000-4220	313.0

vchlist 05/31/2017			Voucher List 10:07:50AM CITY OF SAN FERNANDO				Page: 10
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
206105	6/5/2017	892198 FRONTIER COMMUNICATIONS	(Continued)		•		
			818-361-3958-091407		CNG STATION		
					041-320-3661-4220	46.59	
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM		
					001-420-0000-4220	50.83	
			818-365-5097-120298		PD NARCOTICS VAULT PHONE LINE		
					001-222-0000-4220	28.33	
			818-8314-5002-052096		PD SPECIAL ACTIVITIES PHONE LINE		
			818-837-2296-031315		001-222-0000-4220 VARIOUS CITY HALL PHONE LINES	47.80	
			616-637-2296-031315		001-190-0000-4220	305.32	
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE	303.32	
			010-007-7174-002000		001-222-0000-4220	23.31	
			818-838-1841-112596		ENGINEERING FAX MODEM	20.01	
					001-310-0000-4220	29.06	
			818-898-7385-033105		LP PARK FAX LINE		
					001-420-0000-4220	27.72	
					Total :	1,828.62	
206106	6/5/2017	101296 GEMINI GROUP L.L.C.	116-12861		ANNUAL CCR WATER QUALITY REPOR		
					070-381-0000-4430	2,495.00	
					Total :	2,495.00	
206107	6/5/2017	889532 GILMORE, REVAA.	04/29/17 - 05/12/17		ENP FOOD SERVICE PROVIDER-MEAL		
				11534	115-422-3750-4270	513.50	
				11534	115-422-3752-4270	104.00	
					Total :	617.50	
206108	6/5/2017	891664 GOLDEN TOUCH CLEANING, INC	63915		APR-JANITORIAL SERVICES CONTRAC		
200100	0/3/2017	001004 GOEDEN TOGOTT CEENNING, INC	00010	11437	043-390-0000-4260	13.345.50	
					Total :	.,	
						10,010.00	
206109	6/5/2017	889352 GOMEZ, ADRIANA	MAY 2017		COMMISSIONER'S STIPEND		
					001-420-0000-4111	50.00	
					Total :	50.00	
206110	6/5/2017	889535 GOMEZ, GILBERT	04/29/17 - 05/12/17		ENP CONTRACT HDM DRIVER		

Voucher List

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05/31/2017	10:07:50A	0:07:50AM CITY OF SAN FERNANDO		IANDO		
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206110	6/5/2017	889535 GOMEZ, GILBERT	(Continued)			
				11535	115-422-3752-4270	189.00
				11535	115-422-3752-4390	45.90
					Total:	234.90
206111	6/5/2017	890982 GONZALES, ROBERT C.	TRAVEL		PER DIEM-2017 ICA SUMMER SEMINAF	
					001-101-0111-4370	85.00
					Total :	85.00
206112	6/5/2017	892550 GOVEA, DAVID	MAY 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	50.00
206113	6/5/2017	101373 GOVERNMENT FINANCE	165005		MEMBERSHIP RENEWAL 05/01/17-04/30	
					001-130-0000-4380	225.00
					Total:	225.00
206114	6/5/2017	101376 GRAINGER, INC.	9431015677		KEY BOX-ME4412	
		, ,			041-320-0320-4400	64.47
			9433125540		LIGHT BULBS	
					043-390-0000-4300	68.43
			9442053576		SEWER CAMERA	
					043-390-0000-4300	1,535.51
					Total :	1,668.41
206115	6/5/2017	888646 HD SUPPLY WATER WORKS, LTD	H063295		INVENTORY SUPPLY PURCHASES	
				11442	070-385-0000-4600	2,789.54
			H071187		INVENTORY SUPPLY PURCHASES	
				11442	070-385-0000-4600	2,711.94
			H085467		INVENTORY SUPPLY PURCHASES	
				11442 11442	070-385-0701-4500	286.70 40.34
			H128561	11442	070-385-0000-4600 INVENTORY SUPPLY PURCHASES	40.34
			11120001	11442	070-385-0000-4600	136.83
			H128866	11774	INVENTORY SUPPLY PURCHASES	100.00
				11442	070-385-0000-4600	727.18
					Total:	6,692.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206116	6/5/2017	888647 HDL SOFTWARE, LLC	0011043-IN		MAR-BUSINESS LICENSE ADMIN SERV	,	
				11436	001-130-0000-4260 <b>Total</b>	:	374.00 <b>374.00</b>
206117	6/5/2017	890594 HEALTH AND HUMAN RESOURCE	162377		EAP-JUNE 2017		
					001-106-0000-4260		235.30
					Total	:	235.30
206118	6/5/2017	101482 HERNANDEZ, JAIME	050917		SENIORS FATHER'S DAY DANCE-MUSI 004-2380	1	1.050.00
					Total	:	1,050.00
206119	6/5/2017	890360 HERRERA, NINAMARIE JULIA	MAY 2017		COMMISSIONER'S STIPEND		
					001-420-0000-4111 Total		50.00 <b>50.00</b>
000400	0/5/0047	404544 LUNDEDLITED DE LLAMAS A 40000	0007000 IN				30.00
206120	6/5/2017	101511 HINDERLITER DE LLAMAS & ASSOC.	0027223-IN		CONTRACT SERVICES-SALES TAX & A 001-130-0000-4270	,	1,949.86
					Total	:	1,949.86
206121	6/5/2017	101605 INDEPENDENT CITIES ASSOCIATION	REGISTRATION		REGSTR-2017 ICA SUMMER SEMINAR		
					001-101-0111-4370 Total		650.00 <b>650.00</b>
206122	6/5/2017	101605 INDEPENDENT CITIES ASSOCIATION	REGISTRATION		REGSTR-2017 ICA SUMMER SEMINAR		
200122	0/0/2017	101003 INDEFENDENT CITIES ASSOCIATION	REGISTIVATION		001-101-0109-4370		650.00
					Total	:	650.00
206123	6/5/2017	891570 INNOVATIVE TELECOM. SYSTEMS	2084		REPAIRED ISSUE WITH PHONE IN PD		
					001-190-0000-4260 001-190-0000-4300		240.00 16.35
					Total	:	256.35
206124	6/5/2017	887346 INTERMOUNTAIN LOCK &	1688007		PADLOCKS		
					070-383-0301-4300 Total		263.32 263.32
200425	0/5/0017	004777 IDDICATION EVEDESS	45004650.00				200.02
∠06125	6/5/2017	091/// IRRIGATION EXPRESS	13081659-00		IRRIGATION SUPPLIES		
206125	6/5/2017	891777 IRRIGATION EXPRESS	15081659-00		IRRIGATION SUPPLIES		

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206125	6/5/2017	891777 IRRIGATION EXPRESS	(Continued)			
					043-390-0000-4300	42.67
			15081943-00		IRRIG SUPPLIES 043-390-0000-4300	34.49
			15083446-00		IRRIGATION SUPPLIES	04.40
					043-390-0000-4300	17.25
					Tota	l: 94.41
206126	6/5/2017	887952 J. Z. LAWNMOWER SHOP	17000		EDGER BELT & BLADES	
					043-390-0000-4300	15.75
			18902		EQUIPMENT MAINT 043-390-0000-4300	10.00
					Tota	
206127	6/5/2017	101768 KIMBALL-MIDWEST	5600139		WELDING SUPPLIES	
200121	0/0/2011	101700 KIMBAEE-MIBWEOT	3000103		041-320-0000-4300	262.66
			5619645		DEPT SUPPLIES	
					041-320-0000-4300	195.75
					Tota	l: 458.41
206128	6/5/2017	892137 KING'S BRAKE & SUSPENSION	7884		VEHICLE MAINT-PW2721	
			7919		041-320-0311-4400 VEHICLE MAINT-PK1169	212.06
			7010		041-320-0390-4400	153.95
					Tota	I: 366.01
206129	6/5/2017	890463 KJC LATENT PRINT SERVICE	SF00032		FINGERPRINTING CLASSIFICATIONS	
					001-224-0000-4270	50.00
					Tota	1: 50.00
206130	6/5/2017	101990 L.A. COUNTY METROPOLITAN	100611		TAP CARDS-APR 2017	
					007-440-0441-4260	1,246.00
					Tota	I: 1,246.00
206131	6/5/2017	102007 L.A. COUNTY SHERIFFS DEPT.	174199SS		INMATE MEAL SERVICE-APR 2017	
					001-225-0000-4350	751.96 I: <b>751.96</b>
					Tota	: /51.96

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206132	6/5/2017	101971 L.A. MUNICIPAL SERVICES	4947501000		WATER-12900 DRONFIELD	
					070-384-0000-4210	46.11
			5007501000		ELECTRIC-13655 FOOTHILL	
			50.47504000		070-384-0000-4210	159.36
			5947501000		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	4.148.14
			6577501000		ELECTRIC - 14060 SAYRE	4,140.14
			0017001000		070-384-0000-4210	10.211.23
			6947501000		ELECTRIC/WATER-13180 DRONFIELD	
					070-384-0000-4210	80.64
			7577501000		WATER-14060 SAYRE	
					070-384-0000-4210	108.72
					Total :	14,754.20
206133	6/5/2017	101852 LARRY & JOE'S PLUMBING	2009185-0001-02		MATL'S FOR PLUMBING REPAIRS	
					043-390-0000-4300	19.75
			2009206-0001-02		MATL'S FOR PLUMBING REPAIRS	
					043-390-0000-4300	68.40
			2011003-0001-02		MISC SUPPLIES	
					070-383-0301-4300	248.06
					Total :	336.21
206134	6/5/2017	101872 LEAGUE OF CALIFORNIA CITIES	3409		REGSTR-MONTHLY DIVISION MEETING	
					001-101-0103-4370	45.00
					Total :	45.00
206135	6/5/2017	101920 LIEBERT CASSIDY WHITMORE	1439926		LEGAL SERVICES	
					001-112-0000-4270	392.00
			1439927		LEGAL SERVICES	
					001-112-0000-4270	6,487.35
			1439928		LEGAL SERVICES	
					001-112-0000-4270	5,642.50
					Total :	12,521.85
206136	6/5/2017	889421 LOPEZ, ANTONIO G	TRAVEL		PER DIEM-2017 ICA SUMMER SEMINAF	
					001-101-0109-4370	85.00

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oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amoun
206136	6/5/2017	889421 LOPEZ, ANTONIO G	(Continued)		Total :	85.0
206137	6/5/2017	101974 LOS ANGELES COUNTY	APRIL 2017		ANIMAL CARE & CONTROL SERVICES-	
				11468	001-190-0000-4260	6,587.8
					Total :	6,587.8
206138	6/5/2017	102003 LOS ANGELES COUNTY	RE-PW17050909585		INDUSTRIAL WASTE CHARGES-APRIL:	
				11471	072-360-0000-4450	1,605.7
			RE-PW-17050909604		INDUSTRIAL WASTE CHARGES-ARPIL:	
				11471	072-360-0000-4450	6,134.8
					Total:	7,740.6
206139	6/5/2017	892251 LOS ANGELES TRUCK CENTERS LLC	WP1318961		POWER TAMERS FOR B/W	
					041-1215	432.7
					Total:	432.7
06140	6/5/2017	892243 MAGALY'S TAMALES	052317		FOOD FOR 2017 SCHOLARSHIP AWARI	
					001-115-0000-4450	165.0
					Total:	165.0
206141	6/5/2017	888468 MAJOR METROPOLITAN SECURITY	1082605		ALARM MONITORING-JUNE 2017	
					043-390-0000-4260	15.0
			1082606		ALARM MONITORING-JUNE 2017	
					043-390-0000-4260	15.0
			1082607		ALARM MONITORING-JUNE 2017	45.0
			1082608		043-390-0000-4260 ALARM MONITORING-JUNE 2017	15.0
			1002000		043-390-0000-4260	15.0
			1082609		ALARM MONITORING-JUNE 2017	10.0
					043-390-0000-4260	15.0
			1082610		ALARM MONITORING-JUNE 2017	
					043-390-0000-4260	15.0
			1082611		ALARM MONITORING-JUNE 2017	
					043-390-0000-4260	15.0
			1082612		ALARM MONITORING-JUNE 2017	
			4000040		043-390-0000-4260	15.0
			1082613		ALARM MONITORING-JUNE 2017	

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206141	6/5/2017	888468 MAJOR METROPOLITAN SECURITY	(Continued)				

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206141	6/5/2017	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
					043-390-0000-4260	15.00
			1082614		ALARM MONITORING-JUNE 2017	
			4000045		043-390-0000-4260 ALARM MONITORING-JUNE 2017	15.00
			1082615		043-390-0000-4260	15.00
			1082616		ALARM MONITORING-JUNE 2017	13.00
			1002010		070-384-0000-4260	23.00
			1082617		ALARM MONITORING-JUNE 2017	
					070-384-0000-4260	23.00
			1082618		ALARM MONITORING-JUNE 2017	
			1082619		070-384-0000-4260 ALARM MONITORING-JUNE 2017	23.00
			1002019		070-384-0000-4260	23.00
					Total:	257.00
206142	6/5/2017	102106 MARTIN & CHAPMAN CO.	2017104		MARTIN & CHAPMAN	
				11569	001-116-0000-4260	15,413.66
					Total:	15,413.66
206143	6/5/2017	889533 MARTINEZ, ANITA	04/29/17 - 05/12/17		ENP CONTRACT FOOD SERVICE PROV	
				11536	115-422-3750-4270	220.50
					Total :	220.50
206144	6/5/2017	892471 MATHESON TRI-GAS INC	15323282		RESTROOM PARTITIONS	
					043-390-0000-4300	169.74
					Total :	169.74
206145	6/5/2017	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	32.43
					Total :	32.43
206146	6/5/2017	102148 METROPOLITAN WATER DISTRICT	9021		CAPACITY CHARGE	
					070-384-0000-4260	3,266.67
					Total :	3,266.67
206147	6/5/2017	102201 MIERZYNSKI, IRMGARD	03/10/17 - 05/12/17		LINE DANCE INSTRUCTOR	

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206147	6/5/2017	102201 MIERZYNSKI, IRMGARD	(Continued)				
					017-420-1339-4260		112.0
						Total :	112.0
206148	6/5/2017	891329 MIKE'S TIRE MAN INC	0084997		TIRES FOR FLEET		
					041-1215		2,276.8
						Total :	2,276.8
206149	6/5/2017	102226 MISSION LINEN SUPPLY	504843268		LAUNDRY		
					001-225-0000-4350		103.9
			504876142		LAUNDRY		
					001-225-0000-4350		109.7
			504898990		LAUNDRY		71.8
			504922444		001-225-0000-4350 LAUNDRY		/1.8
			004322444		001-225-0000-4350		77.4
			504952818		LAUNDRY		
					001-225-0000-4350		101.3
			504981139		LAUNDRY		
					001-225-0000-4350	Total :	77.9 <b>542.3</b>
						iotai :	542.3
206150	6/5/2017	888264 MISSION VALLEY SANITATION	161572		PORTABLE TOILET RENTA	L-12900 DRC	
					070-384-0000-4260		136.9
						Total :	136.9
206151	6/5/2017	889611 MORRISON MANAGEMENT SPECIALIST	18845201733101		LP SENIOR MEALS - MAR 2	2017	
					115-422-3750-4260		4,678.7
					115-422-3752-4260		2,655.2
						Total :	7,334.0
206152	6/5/2017	888869 MUNITEMPS STAFFING	127247		TEMPORARY STAFFING SI	ERVICES FO	
				11549	001-130-0000-4112		5,400.0
						Total :	5,400.0
206153	6/5/2017	102303 NACHO'S ORNAMENTAL SUPPLY	INV130392		PAINTING MATL'S		
					043-390-0000-4300		28.8

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206153	6/5/2017	102303 NACHO'S ORNAMENTAL SUPPLY	(Continued) INV131614		MATL'S FOR REPAIRS-LP RESTROOMS 043-390-0000-4300 Total :	20.7 <b>49.</b> €
206154	6/5/2017	102332 NATIONAL ASSOCIATION OF CHIEFS	496337		3-YEAR MEMBERSHIP FEE 001-222-0000-4380	155.0 <b>155.</b> 0
206155	6/5/2017	102311 NATIONAL ASSOCIATION OF LATINO	12476		ANNUAL MEMBERSHIP-FY17/18 001-1230 Total :	100.0 <b>100.</b> 0
206156	6/5/2017	890995 NAVARRO, SAYDITH	MAY 2017		COMMISSIONER'S STIPEND 001-420-0000-4111 Total :	50.0 <b>50.</b> 0
206157	6/5/2017	887422 NORTHERN SAFETY CO., INC.	902415989		ELECTRICAL SAFETY CAPS 043-390-0000-4300 Total:	220.9 <b>220.</b> 9
206158	6/5/2017	102403 NOW IMAGE PRINTING	2017094		ENVELOPES-ANNUAL WATER QUAL RE 070-381-0000-4430	554.9
			2017098 2017101		FLYERS-COMMUNITY FORUM MEETING 001-105-0000-4300 TREASURERS RECEIPT BOOKS	98.3
					001-102-0000-4300 001-190-0000-4300 <b>Total</b> :	114.7 48.0 <b>816.</b> 1
206159	6/5/2017	102423 OCCU-MED, INC.	0417901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4270	259.0
206160	6/5/2017	102432 OFFICE DEPOT	2060045620		Total : OFFICE SUPPLIES	259.0
			2062626355		001-422-0000-4300 OFFICE SUPPLIES 027-344-0301-4300	12.6

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206160	6/5/2017	102432 OFFICE DEPOT	(Continued)			
			2065577349		OFFICE SUPPLIES	
					001-222-0000-4300	22
			923239902001		OFFICE SUPPLIES	
					070-384-0000-4300	212
					001-371-0000-4310	12
			924151917001		OFFICE SUPPLIES	
					001-222-0000-4300	409
			924996642001		OFFICE SUPPLIES	
					001-222-0000-4300	95
			9249967004001		OFFICE SUPPLIES	
					001-222-0000-4300	22
			925311282001		OFFICE SUPPLIES	
					001-222-0000-4300	196
			925472702001		OFFICE SUPPLIES	
					070-383-0000-4300	117
			925473443001		OFFICE SUPPLIES	
					070-381-0000-4300	2
			925719761001		OFFICE SUPPLIES	
					001-106-0000-4300	4
					001-105-0000-4300	54
			925719982001		OFFICE SUPPLIES	
					001-105-0000-4300	4
			926177314001		OFFICE SUPPLIES	
					001-222-0000-4300	133
			926177458001		OFFICE SUPPLIES	100
			020111100001		001-222-0000-4300	146
			926177459001		OFFICE SUPPLIES	
			020111100001		001-222-0000-4300	81
			927207645001		COPY PAPER	01
			327207040001		001-222-0000-4300	258
			927777094001		OFFICE CHAIR	200
			321111034001		001-310-0000-4300	324
			927777440001		FAX MACHINE	324
			321111440001		001-310-0000-4300	518
			927777441001		OFFICE SUPPLIES	510
			521111441001		001-310-0000-4300	46
					001-310-0000-4300	40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206160	6/5/2017	102432 OFFICE DEPOT	(Continued) 928472623001		COPY PAPER 001-420-0000-4300	129.46
			928651796001		OFFICE SUPPLIES 001-130-0000-4300	114.63
			928832947001		OFFICE SUPPLIES	
			928833286001		001-222-0000-4300 OFFICE SUPPLIES	54.09
			929464033001		001-222-0000-4300 OFFICE SUPPLIES	18.46
					070-382-0000-4300 072-360-0000-4300	43.70 43.69
					072-360-0000-4300 Total :	
206161	6/5/2017	890004 PACIFIC TELEMANAGEMENT SERVICE	915886		PD PAYPHONES-JUNE 2017	
					001-190-0000-4220 <b>Total</b> :	62.64 <b>62.64</b>
206162	6/5/2017	102506 PANTOJA, DANITZA	MAY 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111 <b>Total</b> :	50.00 <b>50.00</b>
000400	0/5/0047	OCTOOD DIGNEED MANUEACTURING COMPANY	15.11 (00.70.50			50.00
206163	6/5/2017	887366 PIONEER MANUFACTURING COMPANY	INV637058		PAINT FOR FIELD 017-420-1334-4300	394.38
					Total :	394.38
206164	6/5/2017	102624 PITNEY BOWES	1003233144		MAINT FOLDING MACHINE - 070-381-0000-4320 072-360-0000-4320	407.25 407.25
					Total :	
206165	6/5/2017	887646 PLUMBERS DEPOT INC	PD-34799		MATL'S TO REBUILD SEWER NOZZLES	
					072-360-0000-4320 <b>Total</b> :	840.34 840.34
206166	6/5/2017	890994 PONCE, JOE	MAY 2017		COMMISSIONER'S STIPEND 001-420-0000-4111	50.00

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206166	6/5/2017	890994 PONCE, JOE	(Continued)		Tot	tal: 50.0
206167	6/5/2017	890584 POWERLINE BATTERY SPECIALIST	16756		BATTERY 041-320-3661-4400	15.0 tal: <b>15</b> .0
206168	6/5/2017	102688 PROFESSIONAL PRINTING CENTERS	32681		VARIOUS FORMS 001-222-0000-4300	942.8 tal: 942.8
206169	6/5/2017	102781 RAMOS, RICHARD	APRIL 2017		MMAP INSTRUCTOR 109-424-3618-4260 108-424-3639-4260	600.0 200.0 <b>tal</b> : <b>800</b> .0
206170	6/5/2017	102788 RAYGOZA, JOSE LUIS	TRAVEL		PER DIEM-CODE ENFORCEMENT TO 001-152-0000-4370	RAI 115.0 tal: <b>115</b> .0
206171	6/5/2017	891912 REPUBLIC SERVICES #902	0902-006995134	11459	MALL AREA - REFUSE SERVICE 073-350-0000-4260	910.8 tal: <b>910</b> .8
206172	6/5/2017	889602 RESPOND SYSTEMS	101149		GLOVES 001-341-0000-4310	217.4 tal: <b>217</b> .4
206173	6/5/2017	891377 REYES, JOSE	04/29/17 - 05/12/17	11537 11537	ENP CONTRACT HDM DRIVER 115-422-3752-4270 115-422-3752-4390	210.0 61.2 tal: 271.1
206174	6/5/2017	102666 ROADRUNNER PREFERRED	549-195		COURIER SERVICE 001-222-0000-4260	103.0
206175	6/5/2017	887296 ROBLEDO, OLIVIA	MAY 2017		COMMISSIONER'S STIPEND 001-115-0000-4111	50.0

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206175	6/5/2017	887296 ROBLEDO, OLIVIA	(Continued)		Total :	50.00
206176	6/5/2017	887872 ROSENBERG, IRWIN	TRAVEL		PER DIEM-SBSLI POST TRAINING IN	
					001-222-0000-4370	155.00
					Total :	155.00
206177	6/5/2017	102922 ROTO-ROOTER	SF084054		PLUMBING REPAIR SERVICE	
					043-390-0000-4330	500.00
					Total :	500.00
206178	6/5/2017	103010 SAM'S CLUB DIRECT, #0402814188546	0000		CANOPIES & SHOP VAC	
					001-424-0000-4430	299.96
					001-424-0000-4300	194.14
			9133		SENIOR EXPO SUPPLIES	
					004-2346	371.98
			9675		REFRESHMENTS-PUP COMM WORKSH	
			9735		001-420-0000-4300 BREAK ROOM SUPPLIES	31.45
			9735		001-222-0000-4300	172.79
					Total :	1,070.32
206179	6/5/2017	103052 SAN FERNANDO POLICE DEPT.	REIMB		REIMB FOR RENEWAL FEE-LEARNING	
200173	0/0/2017	100002 OART ERRANDOT GEIGE BEI T.	KEIMB		001-226-0230-4430	416.02
					Total:	416.02
206180	6/5/2017	887570 SIMPLOT PARTNERS	205043309		WEED CONTROL	
					043-390-0000-4300	798.24
					Total:	798.24
206181	6/5/2017	103184 SMART & FINAL	45550		SUPPLIES	
					004-2346	28.55
					115-422-3750-4300	84.88
			46122		PARK AVE BINGO SUPPLIES	
					004-2382	30.13
			46123		ENP SUPPPLIES	
					004-2346	74.07
			.=		115-422-3750-4300	163.11
			47160		ENP MOTHER'S DAY SUPPLIES	

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Bank code :	bank3			

/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
					Description/Account	Amoun
206181	6/5/2017	103184 SMART & FINAL	(Continued)		004-2346	35.9
			58840		SENIOR EXPO SUPPLIES	33.8
			00010		004-2346	112.10
			58869		SENIOR TRIP REFRESHMENTS	
					004-2380	227.0
			58872		SUPPLIES	
					070-383-0000-4300	85.5
					072-360-0301-4300	85.5
					Total:	926.8
206182	6/5/2017	103218 SOLIS, MARGARITA	48-55		PETTY CASH REIMBURSEMENT	
				001-115-0000-4370	40.00	
				001-115-0000-4450	14.4	
					001-310-0000-4390	12.00
					001-370-0000-4430	37.0
					041-320-0000-4360	48.2
					070-381-0000-4360	50.00
					Total :	201.7
206183	6/5/2017	103196 SOUTH COAST AIR QUALITY	3104244		AQMD FEE 07/2016-06/2017	
					041-320-0000-4450	125.4
					Total:	125.4
206184	6/5/2017	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 1ST	
					043-390-0000-4210	4,912.18
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	14,790.8
					029-335-0000-4210	1,676.9
					041-320-3661-4210	1,499.70
					070-384-0000-4210	435.1
					043-390-0000-4210	9,117.50
			2-33-746-5215		ELECTRIC-190 PARK	400.0
			2-39-084-2581		043-390-0000-4210 ELECTRIC-1117 2ND ST	499.3
			2-39-004-2581		043-390-0000-4210	24.3
					040-380-0000-4210	24.3

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
206184	6/5/2017	103202 103202 SOUTHERN CALIFORNIA E	DISON CO. (Continued)		Total :	32,956.1
206185	6/5/2017	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753		NATURAL GAS-CNG STATION 041-320-3661-4402 Total :	2,578.63 <b>2,578.6</b> 3
206186	6/5/2017	890834 SPARKLING IMAGE CORP	74433		CAR WASHES - APR 2017 001-222-0000-4320 Total :	114.00 <b>114.0</b> 0
206187	6/5/2017	103251 STANLEY PEST CONTROL	938483		PEST CONTROL @ PD 043-390-0000-4260 Total :	94.00 <b>94.0</b> 0
206188	6/5/2017	100540 STATE CONTROLLER'S OFFICE	REP ID 1113196		UNCLAIMED PROPERTY REMITTANCE 001-2140 013-2140 017-2140 018-2140 070-2140 094-2140	1,559.20 288.00 104.00 109.11 2,678.49 60.00 <b>4,798.8</b> 0
206189	6/5/2017	100540 STATE CONTROLLER'S OFFICE	FTB-00000162		FTB PARTICIPATION FEES 001-222-0000-4260 Total :	352.45 <b>352.4</b> 5
206190	6/5/2017	100532 STATE OF CALIFORNIA, DEPARTMENT O	F JU! 229837 231811		DOJ FINGERPRINTING FEES-APR 2017 004-2386 001-222-0000-4270 FINGERPRINTING-APR 2017	2,689.00 66.00
					001-106-0000-4270 Total :	32.00 <b>2,787.0</b> 0
206191	6/5/2017	103318 TAG/AMS, INC.	2718332		RANDOM DRUG TESTING 001-106-0000-4260 Total :	428.00 <b>428.0</b> 0

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Voucher List

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
206192	6/5/2017	888946 TEKWERKS	18107		WEBSITE HOSTING AND MAINTENANC	
				11443	001-135-0000-4260	800.00
					Total:	800.00
206193	6/5/2017	103205 THE GAS COMPANY	09062064002		GAS - 120 MACNEIL	
					070-381-0000-4210	3.58
					072-360-0000-4210	3.58
					043-390-0000-4210	7.14
			14328781316		GAS - 208 PARK	
					043-390-0000-4210	55.55
			7947501000		GAS-505 S HUNTINGTON	
					043-390-0000-4210	28.75
					Total:	98.60
206194	6/5/2017	101528 THE HOME DEPOT CRC, ACCT#6	03532202490 1033238		IRRIGATION SUPPLIES	
					043-390-0000-4300	109.49
			1080099		PAINT-WELL7A ELECTRICAL PANEL	
					070-384-0000-4330	90.09
			193944		REFUND-ITEMS RETURNED	
					070-384-0000-4330	-28.95
			3034124		SUPPLIES FOR MISC REPAIRS	404.75
			4405050		043-390-0000-4300	134.75
			4195050		REFUND-CREDIT RETURNED 043-390-0000-4300	-94.48
			4195051		MATL'S TO INSTALL SECURITY LASER	-94.40
			4193031		043-390-0000-4300	27.36
			4271874		MATL'S TO INSTALL SECURITY LASER	27.00
			127 107 1		043-390-0000-4300	101.38
			4271875		MATL'S TO INSTALL SECURITY CAMER	
					043-390-0000-4300	599.78
			4974569		REFUND-ITEMS RETURNED	
					043-390-0000-4300	-4.00
			5072040		PLUMBING SUPPLIES	
					043-390-0000-4300	57.87
			5974511		MATL'S TO INSTALL SECURITY BEAM	
					043-390-0000-4300	994.86
			71307		PLUMBING SUPPLIES	

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
206194	6/5/2017	101528 THE HOME DEPOT CRC, ACCT#60353220	02490 (Continued)			
					043-390-0000-4300	55.34
			8033613		MISC TOOLS 070-383-0000-4340	282.0
			8062879		MATL'S-REPAIR WELL2 EXHAUST FAN	202.0
					070-384-0000-4330	453.6
			81716		MATL'S TO INSTALL SECURITY BEAM	
			9024725		043-390-0000-4300 MISC SUPPLIES	204.4
			9024725		070-383-0301-4300	143.1
			9024729		PLUMBING SUPPLIES	140.1
					043-390-0000-4300	79.69
					Total:	3,206.3
206195	6/5/2017	890833 THOMSON REUTERS	836032053		LA CLEAR INVEST TOOLS	
					001-135-0000-4260	174.20
					Total:	174.2
206196	6/5/2017	103903 TIME WARNER CABLE	8448-20-054-0010369		CABLE-PD (05/18/17-06/17/17)	
					001-222-0000-4260	226.13
			8448-20-054-0028882		CABLE-LP PARK (05/13-06/12)	
			8448-20-054-0196309		001-420-0000-4260 INTERNET SERVICES 05/23-06/22	180.2
			0440-20-034-0190309		001-190-0000-4220	1,100.0
					Total:	1,506.4
206197	6/5/2017	891311 TORRES, RITA	04/29/17 - 05/12/17		ENP CONTRACT FOOD SERVICE PROV	
				11538	115-422-3750-4270	252.00
				11538	115-422-3752-4270	42.00
					Total:	294.0
206198	6/5/2017	103413 TRANS UNION LLC	04706979		CREDIT CHECKS	
					001-222-0000-4260	72.30
					Total:	72.3
206199	6/5/2017	888076 TRUJILLO GRADING & PAVING CO.	62140		MISCELLANEOUS TRENCH REPAIR	
				11557	070-383-0000-4260	2,500.00

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/oucher	Date	Vendor	Invoice	PO#	Description/Account	Amoun
206199	6/5/2017	888076 888076 TRUJILLO GRADING & PAVI	ING CO. (Continued)		Total :	2,500.00
206200	6/5/2017	103503 U.S. POSTAL SERVICE, NEOPOST POSTA	AGE ( 15122187		POSTAGE MACHINE REIMB	
200200	0/0/2017	100000 0.0.1 001/12 021(1102, 11201 001 1 001	102 1 10 122 10 1		001-190-0000-4280	1,500.00
					Total :	1,500.00
206201	6/5/2017	103463 U.S. POSTMASTER	MAY 2017		POSTAGE-MAY WATER BILLS	
					070-382-0000-4300	609.74
					072-360-0000-4300	609.74
					Total :	1,219.48
206202	6/5/2017	103444 ULTRA GREENS, INC	60233		COMPOST-N MACLAY STREETSCAPE	
					001-346-0000-4310	21.75
					Total :	21.75
206203	6/5/2017	888241 UNITED SITE SERVICES OF CA INC	114-5260375		PORTABLE TOILET RENTAL-501 FIRST	
					043-390-0000-4260	633.85
			114-5265277		PORTABLE TOILET RENTAL-LAYNE PAF	
					043-390-0000-4260 Total :	437.48 <b>1,071.3</b> 3
206204	6/5/2017	103439 UPS	831954187		COURIER SERVICE	
200204	0/3/2017	100409 01 3	031934107		001-190-0000-4280	129.00
					Total :	129.00
206205	6/5/2017	103534 VALLEY LOCKSMITH	4361		REPLACE BIN LOCKS-PW4609	
					041-320-0311-4400	288.47
			4362		REPLACE LOCK ON BINS-WA9503	
					070-382-0000-4400	288.47
			4371		REPLACE BIN LOCKS	
					041-320-0311-4400 Total :	315.25 <b>892.1</b> 9
000000	0/5/0047					
206206	6/5/2017	889644 VERIZON BUSINESS	67545106		CITY HALL LONG DISTANCE 001-190-0000-4220	48.93
			67545107		CITY YARD LONG DIST	46.93
			01010101		070-384-0000-4220	14.68
			67545108		CITY HALL LONG DIST	

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Amou	Description/Account	PO #	Invoice	Vendor	Date	Voucher
			(Continued)	889644 VERIZON BUSINESS	6/5/2017	206206
24.7	001-190-0000-4220					
440.6	POLICE LONG DISTANCE		67545109			
112.2	001-222-0000-4220 CITY YARD LONG DISTANCE		67545110			
9.7	070-384-0000-4220		07040110			
	PARKS LONG DISTANCE		67545111			
14.9	001-420-0000-4220					
4.9	PW LONG DISTANCE 001-310-0000-4220		67545649			
4.0	CITY HALL LONG DISTANCE		67545660			
60.2	001-190-0000-4220					
290.4	Total :					
	MPLS PORT ACCESS & ROUTER FOR F		70436100	892081 VERIZON BUSINESS SERVICES	6/5/2017	206207
1,034.1	001-222-0000-4220					
1,034.1	Total :					
	CONFERENCE CALLS-APRIL 2017		Z6033888	889627 VERIZON CONFERENCING	6/5/2017	206208
34.2	001-190-0000-4220					
34.2	Total :					
	PUBLIC INFO OFFICER CELL PHONE P		9785444369	100101 VERIZON WIRELESS-LA	6/5/2017	206209
46.7	001-105-0000-4220					
60.6	072-360-0000-4220					
32.2	001-101-0109-4220					
36.2 33.2	001-101-0111-4220 001-101-0107-4220					
209.1	Total :					
	DEDOOIT OF THIS ON 40/00/47		100017	400F04 V//F IAO OAOINO A DECORT	6/5/2017	206210
500.0	DEPOSIT-SR TRIP ON 12/02/17 004-2384		120217	103584 VIEJAS CASINO & RESORT	0/3/201/	200210
500.0	Total :					
	ENP CONTRACT FOOD SERVICE PROV		04/29/17 - 05/12/17	889681 VILLALPANDO, MARIA	6/5/2017	206211
131.2	115-422-3750-4270	11539	04/29/17 - 05/12/17	009001 VILLALPANDO, MARIA	0/3/201/	206211
26.2	115-422-3752-4270	11539				

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Bank code	e: bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206211	6/5/2017	889681 VILLALPANDO, MARIA	(Continued)		Total :	157.50
206212	6/5/2017	888390 WEST COAST ARBORISTS, INC.	125795		FY 2017 ANNUAL CITY TREE TRIMMING	
				11431	012-311-0558-4600	6,304.50
					Total :	6,304.50
206213	6/5/2017	891531 WILLDAN ENGINEERING	00323753		NPDES & TMDL SERVICES	
				11558	073-350-0000-4270	1,451.25
					Total :	1,451.25
206214	6/5/2017	889491 WILLDAN FINANCIAL SERVICES	010-34523-R		USER FEE STUDY AND COST ALLOCAT	
				11298	001-190-0000-4270	782.00
					Total :	782.00
206215	6/5/2017	892023 WINDSTREAM	69057994		PHONE SERVICE 05/18/17-06/17/17	
					001-222-0000-4220	678.49
					001-420-0000-4220	911.58
					070-384-0000-4220	491.05
					001-190-0000-4220	1,801.80
					Total :	3,882.92
206216	6/5/2017	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	MAY 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	50.00
	157 Vouchers fo	or bank code : bank3			Bank total :	957,735.48
	157 Vouchers in	n this report			Total vouchers :	957,735.48

Voucher Registers are not final until approved by Council.

#### **HANDWRITTEN CHECKS**

vchlist **Voucher List** 05/30/2017 5:12:44PM CITY OF SAN FERNANDO Bank code : PO # Description/Account Voucher Date Vendor Invoice Amount 205965 6/1/2017 100042 ABDALLAH, ALBERT 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 1,629.55 Total: 1,629.55 205966 6/1/2017 100091 AGORICHAS, JOHN 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 225.63 Total: 225.63 205967 6/1/2017 891039 AGUILAR, JESUS 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 472.96 Total: 472.96 205968 6/1/2017 100104 ALBA, ANTHONY 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 651.52 Total: 651.52 205969 6/1/2017 891011 APODACA-GRASS, ROBERTA 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 651.52 651.52 6/1/2017 100306 BARNARD, LARRY CALPERS HEALTH REIMB 205970 17-Jun 001-180-0000-4127 1.104.00 1,104.00 205971 6/1/2017 100346 BELDEN, KENNETH M. CALPERS HEALTH REIMB 17-Jun 001-180-0000-4127 1,339.00 205972 CALPERS HEALTH REIMB 6/1/2017 892233 BUZZELL, CAROL 17-Jun 001-180-0000-4127 196.21 196.21 6/1/2017 891350 CALZADA, FRANK CALPERS HEALTH REIMB 205973 17-Jun 001-180-0000-4127 520.42 Total: 520.42 205974 6/1/2017 100642 CASTRO, RICO CALPERS HEALTH REIMB 17-Jun Page:

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
205974	6/1/2017	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	Total :	1,303.76 <b>1,303.76</b>
205975	6/1/2017	891014 CREEKMORE, CASIMIRA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 <b>261.76</b>
205976	6/1/2017	891016 DEATON, MARK	17-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	547.61 <b>547.61</b>
205977	6/1/2017	100913 DECKER, CATHERINE	17-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	651.52 <b>651.52</b>
205978	6/1/2017	100925 DELGADO, RALPH	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 <b>520.42</b>
205979	6/1/2017	892102 DOSTER, DARRELL	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 <b>651.52</b>
205980	6/1/2017	100996 DRAKE, JOYCE	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 <b>261.76</b>
205981	6/1/2017	100995 DRAKE, MICHAEL	17-Jun		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	130.88 130.88 <b>261.76</b>
205982	6/1/2017	100997 DRAPER, CHRISTOPHER	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,364.11 1,364.11
205983	6/1/2017	101044 ELEY, JEFFREY	17-Jun		CALPERS HEALTH REIMB		

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
205983	6/1/2017	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	Total :	1,748.00 <b>1,748.00</b>
205984	6/1/2017	891040 FISHKIN, RIVIAN	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 <b>172.48</b>
205985	6/1/2017	892103 GAJDOS, BETTY	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 <b>172.48</b>
205986	6/1/2017	891351 GARCIA, DEBRA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,389.38 <b>1,389.38</b>
205987	6/1/2017	891067 GARCIA, NICOLAS	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,090.70 <b>1,090.70</b>
205988	6/1/2017	101318 GLASGOW, KEVIN	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,364.11 <b>1,364.11</b>
205989	6/1/2017	891020 GLASGOW, ROBERT	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	336.00 <b>336.00</b>
205990	6/1/2017	891021 GUIZA, JENNIE	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 <b>261.76</b>
205991	6/1/2017	101415 GUTIERREZ, OSCAR	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 <b>172.48</b>
205992	6/1/2017	891352 HADEN, SUSANNA	17-Jun		CALPERS HEALTH REIMB		

001-180-0000-4127

vchlist Voucher List Page: 05/30/2017 5:12:44PM CITY OF SAN FERNANDO Bank code : bank3 Voucher Date Vendor Invoice PO # Description/Account Amount 891352 HADEN, SUSANNA 205992 6/1/2017 891352 (Continued) Total: 1,019.78 205993 6/1/2017 101440 HALCON, ERNEST CALPERS HEALTH REIMB 17-Jun 001-180-0000-4127 1,104.00 Total: 1,104.00 205994 6/1/2017 891918 HARTWELL, BRUCE 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 651.52 Total : 651.52 205995 6/1/2017 101465 HARVEY, DAVID 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 172.48 Total: 172.48 205996 6/1/2017 101466 HARVEY, DEVERY MICHAEL 17-Jun CALPERS HEALTH REIMB 1 513 00 001-180-0000-4127 Total : 1,513.00 6/1/2017 101471 HASBUN, NAZRI A. CALPERS HEALTH REIMB 205997 17-Jun 001-180-0000-4127 1.223.96 001-2110 1,154.92 Total: 205998 6/1/2017 892104 HERNANDEZ, ALFONSO CALPERS HEALTH REIMB 17-Jun 001-180-0000-4127 1,628.59 Total · 1,628.59 205999 6/1/2017 891024 HOOKER, RAYMOND CALPERS HEALTH REIMB 17-Jun 001-180-0000-4127 587.88 Total: 587.88 206000 6/1/2017 101538 HOUGH, RAY 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 520.42 Total: 520.42 206001 6/1/2017 101597 IBRAHIM, SAMIR 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 472.92

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206001	6/1/2017	101597 101597 IBRAHIM, SAMIR	(Continue	d)	•	Total :	472.92
206002	6/1/2017	101694 JACOBS, ROBERT	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,031.00 <b>1,031.00</b>
206003	6/1/2017	892105 KAHMANN, ERIC	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	746.37 <b>746.37</b>
206004	6/1/2017	101786 KLOTZSCHE, STEVEN	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	741.92 <b>741.92</b>
206005	6/1/2017	891866 KNIGHT, DONNA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 <b>172.48</b>
206006	6/1/2017	891026 LEWIS, DURWOOD	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 <b>651.52</b>
206007	6/1/2017	891043 LIEBERMAN, LEONARD	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 <b>172.48</b>
206008	6/1/2017	101933 LITTLEFIELD, LESLEY	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 <b>651.52</b>

17-Jun

17-Jun

206009

206010

6/1/2017 102059 MACK, MARSHALL

6/1/2017 891010 MAERTZ, ALVIN

Page: 5

1,223.96 **1,223.96** 

> 472.96 **472.96**

Total :

Total :

CALPERS HEALTH REIMB 001-180-0000-4127

CALPERS HEALTH REIMB 001-180-0000-4127

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO#	Description/Account		Amoun
206011	6/1/2017	888037 MARTINEZ, ALVARO	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,019.78 <b>1,019.78</b>
206012	6/1/2017	102206 MILLER, WILMA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 <b>261.7</b> 6
206013	6/1/2017	102232 MIURA, HOWARD	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 <b>261.7</b> 6
206014	6/1/2017	892106 MONTAN, EDWARD	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	741.92 <b>741.92</b>
206015	6/1/2017	102365 NAVARRO, RICARDO A	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 <b>520.42</b>
206016	6/1/2017	102473 ORDELHEIDE, ROBERT	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,733.29 <b>1,733.29</b>
206017	6/1/2017	102486 ORSINI, TODD	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,629.55 <b>1,629.5</b> 5
206018	6/1/2017	102569 PARKS, ROBERT	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,748.00 <b>1,748.0</b> 0
206019	6/1/2017	891353 PEAVY, JOSEPH	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	746.37 <b>746.3</b> 7
206020	6/1/2017	102527 PISCITELLI, ANTHONY	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		520.42

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
206020	6/1/2017	102527 102527 PISCITELLI, ANTHONY	(Continued)			Total:	520.42
206021	6/1/2017	891033 POLLOCK, CHRISTINE	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		336.00
						Total:	336.00
206022	6/1/2017	102735 QUINONEZ, MARIA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127 001-2110		1,019.78 -83.70
					001-2110	Total :	936.08
206023	6/1/2017	891034 RAMSEY, JAMES	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		1,389.38
					001-100-0000-4121	Total:	1,389.38
206024	6/1/2017	102864 RIVETTI, DOMINICK	17-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	1,104.00 <b>1,104.0</b> 0
206025	6/1/2017	102936 RUELAS, MARCO	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		1,628.59
					001-160-0000-4127	Total:	1,628.59
206026	6/1/2017	891044 RUSSUM, LINDA	17-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	172.48
206027	6/1/2017	890806 SALDIVAR, GEORGE	17-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	746.37 <b>746.3</b> 7
206028	6/1/2017	892107 SHANAHAN, MARK	17-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	746.37 <b>746.3</b> 7
206029	6/1/2017	891035 SHERWOOD, NINA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		261.76

vchlist		Voucher List	Page:	8
05/30/2017	5·12·44PM	CITY OF SAN FERNANDO		

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
206029	6/1/2017	891035 891035 SHERWOOD, NINA	(Continue	i)		Total :	261.76
206030	6/1/2017	103175 SKOBIN, ROMELIA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	977.64 <b>977.64</b>
206031	6/1/2017	103220 SOMERVILLE, MICHAEL	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,748.00 <b>1,748.0</b> 0
206032	6/1/2017	891045 TIGHE, HAROLD	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.96 <b>472.9</b> 6
206033	6/1/2017	103394 TORRES, RACHEL	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 <b>261.7</b> 6
206034	6/1/2017	888417 VALDIVIA, LAURA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.88 <b>587.8</b> 8
206035	6/1/2017	103562 VASQUEZ, JOEL	17-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,748.00 <b>1,748.0</b> 0
206036	6/1/2017	891038 WAITE, CURTIS	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	977.64 <b>977.6</b> 4
206037	6/1/2017	891036 WATT, DAVID	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 <b>651.5</b> 2
206038	6/1/2017	891037 WEBB, NANCY	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	630.69 <b>630.6</b> 9

vchlist 05/30/2017	5:12:44P	М	Voucher List CITY OF SAN FERNA	NDO		Page: 9
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206039	6/1/2017	103643 WEDDING, JEROME	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	651.52 <b>651.52</b>
206040	6/1/2017	103727 WYSBEEK, DOUDE	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	261.76 <b>261.76</b>
206041	6/1/2017	103737 YNIGUEZ, LEONARD	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	977.64 <b>977.64</b>
77	Vouchers fo	or bank code : bank3			Bank total :	60,463.45
77	Vouchers in	n this report			Total vouchers :	60,463.45

Voucher Registers are not final until approved by Council.

#### HANDWRITTEN CHECKS

vchlist Voucher List 05/30/2017 5:35:39PM CITY OF SAN FERNANDO Bank code : PO # Voucher Date Vendor Invoice Description/Account Amount 206042 6/1/2017 100286 BAKER, BEVERLY 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 547.98 Total: 547.98 206043 6/1/2017 891015 CROOK, ROBERT 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 651.52 Total: 651.52 206044 6/1/2017 100916 DEIBEL, PAUL 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 261.76 Total: 261.76 206045 6/1/2017 891041 GARCIA, CONNIE 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 172.48 Total: 172.48 206046 6/1/2017 101781 KISHITA, ROBERT 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 172.48 172.48 6/1/2017 101926 LILES, RICHARD CALPERS HEALTH REIMB 206047 17-Jun 070-180-0000-4127 273.81 072-180-0000-4127 Total: 547.61 206048 6/1/2017 891027 LOCKETT, JOANN CALPERS HEALTH REIMB 17-Jun 001-180-0000-4127 261.76 Total: 261.76 206049 6/1/2017 891028 MANTHEY, DONALD 17-Jun CALPERS HEALTH REIMB 001-180-0000-4127 651.52 Total : 651.52 206050 6/1/2017 102126 MARTINEZ, MIGUEL 17-Jun CALPERS HEALTH REIMB 1.019.78 070-180-0000-4127 1,019.78 Total:

vchlist 05/30/2017	5:35:39PM			Voucher List CITY OF SAN FERNANDO			Page: 2
Bank code :	bank3						_
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206051	6/1/2017	102483 OROZCO, ELVIRA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	196.21 <b>196.21</b>
206052	6/1/2017	891031 ORTEGA, JIMMIE	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 <b>261.76</b>
206053	6/1/2017	891032 OTREMBA, EUGENE	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 <b>651.52</b>
206054	6/1/2017	891354 RAMIREZ, ROSALINDA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	445.89 <b>445.89</b>
206055	6/1/2017	102940 RUIZ, RONALD	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	547.98 <b>547.98</b>
206056	6/1/2017	103121 SERRANO, ARMANDO	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,223.96 <b>1,223.96</b>
206057	6/1/2017	889588 UFANO, VIRGINIA	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	445.89 <b>445.89</b>
206058	6/1/2017	891046 VANAALST, LEONILDA	17-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	172.48 <b>172.48</b>
206059	6/1/2017	891047 WATTS, HERBERT	17-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 <b>172.48</b>
1	18 Vouchers f	or bank code : bank3				Bank total :	8,405.06

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3 vchlist Voucher List Page: 05/30/2017 5:35:39PM CITY OF SAN FERNANDO Bank code : bank3 Date PO # Voucher Vendor Invoice Description/Account Amount 18 Vouchers in this report Total vouchers : 8,405.06

Voucher Registers are not final until approved by Council.



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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

**Date:** June 5, 2017

Subject: Consideration to Approve an Amendment to the Agreement with the City of Los

Angeles Fire Department for Comprehensive Fire and Emergency Medical

Services

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve an Amendment to the Agreement with the City of Los Angeles Fire Department (LAFD) for Comprehensive Fire and Emergency Medical Services (Attachment "A" – Contract No. 1757(b)); and
- b. Authorize the Interim City Manager to execute the Amendment.

#### **BACKGROUND:**

- 1. The LAFD has been providing Fire and Emergency Medical Services to the City of San Fernando since 1978 under an agreement dated December 14, 1978.
- 2. On September 15, 2014, the City Council approved a new agreement with the LAFD to provide Fire and Emergency Medical Services (Attachment "B" Contract No. 1757 and Attachment "C" Contract No. 1757(a)), which included a revised methodology for calculating the City's fee for service.
- 3. The term of the Agreement is for an initial five-year period commencing on July 1, 2012 and expiring on July 1, 2017. The Agreement can be renewed for two additional five-year terms with mutual agreement from both parties.
- 4. On April 17, 2017, staff was contacted by LAFD staff to initiate the process to execute the first five-year renewal period.

ADMINISTRATION DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1202

WWW.SFCITY.ORG

Consideration to Approve an Amendment to the Agreement with the City of Los Angeles Fire Department for Comprehensive Fire and Emergency Medical Services
Page 2 of 2

#### **ANALYSIS:**

In addition to executing the first five-year extension, which will extend the term of the original agreement through June 30, 2022, LAFD staff is proposing a few minor amendments to clarify some of the legal language in the document. Foremost of which is a clearer definition of the term "Ratification." LAFD staff is also proposing updating Attachment "B" to the Agreement using the most current valuations for the fee calculation; however, the fee calculation methodology itself will remain unchanged.

The proposed Amendment is still in draft form as the LAFD must receive approval from the Fire Commission and ultimately the Los Angeles City Council; however, LAFD staff does not anticipate additional changes prior to approval by their City Council. If there are additional changes, staff will bring the Amendment back to City Council for final consideration.

#### **BUDGET IMPACT:**

A sufficient appropriation is included in the Fiscal Year (FY) 2017-2018 Proposed Budget to fund this Agreement. Approval of the proposed Amendment to extend the term of the Agreement through June 30, 2022 will provide the City with stability in forecasting Fire and Emergency Medical Service costs through FY 2021-2022.

#### **CONCLUSION:**

Approval of the proposed Amendment would extend the term of the Fire and Emergency Medical Services agreement with LAFD through June 30, 2022 under the current terms and fee calculation methodology. This will provide stability in forecasting and budgeting the City's annual Fire and Emergency Medical Service costs.

#### **ATTACHMENTS:**

- A. Contract No. 1757(b)
- B. Contract No. 1757
- C. Contract No. 1757(a)

ATTACHMENT "A"
CONTRACT NO. 1757(b)

#### FIRST AMENDMENT TO AGREEMENT C-124774

## FOR COMPREHENSIVE FIRE AND EMERGENCY MEDICAL SERVICES

# BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF SAN FERNANDO

THIS AGREEMENT is made by and between the City of Los Angeles a municipal corporation acting by and through the Los Angeles Fire Department (hereinafter referred to as "the LAFD") and the City of San Fernando a municipal corporation, acting by and through its City Council.

#### WITNESSETH:

WHEREAS, the LAFD in the past has provided the City of San Fernando with comprehensive fire suppression/protection services (actions in response to an actual or threat of fire or other emergency, including fire inspection) and Emergency Medical Services ("EMS" - as that term is defined in Health and Safety Code Section 1797.72) services in the City of San Fernando, a municipal corporation within the County of Los Angeles, and adjacent to the City of Los Angeles; pursuant to a December 14, 1978 agreement, including one amendment, between the City of Los Angeles and the City of San Fernando (Contract# 49757) and,

WHEREAS, currently under Agreement No. C-124774, the Los Angeles Fire Department provides the City of San Fernando with comprehensive fire services inclusive of fire protection, prevention, inspection, and emergency medical services within the City of San Fernando's jurisdictional limits for a five (5) year term that commenced on July 1, 2012, and will expire on June 30, 2017; and,

**WHEREAS**, Addendum No. 1 to Agreement No. C-124774 was executed on October 27, 2014, for the City of San Fernando to reimburse the City of Los Angeles for previously unpaid services and to provide a payment schedule for compensation by the City of San Fernando to the City of Los Angeles for Fiscal Years 2011-12 to 2014-15

**WHEREAS**, Agreement No. C-124774 provides that the Agreement may be amended to extend the term for up to two (2) additional five (5) year terms by mutual written agreement of the parties; and

**WHEREAS**, the LAFD is agreeable to continue to provide comprehensive fire services and EMS to the City of San Fernando for compensation at full cost recovery of said services; and,

**WHEREAS**, the City of San Fernando is agreeable to continue to pay the City of Los Angeles the full cost of the comprehensive fire services provided, by the LAFD; and

**WHEREAS**, by mutual agreement, the Parties wish to exercise the first option to extend the term the Agreement for five years commencing on July 1, 2017 and expiring June 30, 2022; and

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the LAFD and the City of San Fernando (each a "Party" and collectively, the "Parties") agree to amend the Agreement C-124774 as follows:

- 1. Section 1 Purpose. Attachment B City of Los Angeles Comparable Share of Total Cost referenced in Section 1 of the original Agreement is hereby amended to add Attachment B.1 Comparable Share of the Total Cost which is attached to this First Amendment. Attachment B.1 is applicable to the term commencing July 1, 2017 and expiring on June 30, 2022.
- **2. Section 3 General Provisions,** Paragraph A Term, is hereby amended in its entirety to read as follows:

TERM. The term of this Agreement shall commence on July 1, 2012 and shall expire on June 30, 2022. This Agreement may be amended to extend the term for up to one (1) additional five (5) year term by mutual written agreement of the parties.

**3. Section 3 - General Provisions**, Paragraph B - Ratification, is hereby amended in its entirety to read as follows:

RATIFICATION. Where there has been a need to provide un-interrupted Fire and EMS services crucial to public safety and where such services have been provided prior to the date of execution of this First Amendment, both parties agree that the City of San Fernando's obligation to pay for services provided and, the calculation for the payment of services under this Agreement shall begin on July 1, 2017, and shall be made annually thereafter.

**4. Section 3 – General Provisions,** Paragraph K - Principal Contacts, is hereby amended in its entirety to read:

**PRINCIPAL CONTACTS.** The principal contacts for the Agreement are:

LOS ANGELES FIRE DEPARTMENT Ralph M. Terrazas, Fire Chief 200 North Main Street, Room 1800 Los Angeles, CA 90012 (213) 978-3800

CITY OF SAN FERNANDO

Nick Kimball, Interim City Manager 117 Macneil Street San Fernando, CA 91340 (818) 898-1202

**5.** Except as herein amended, all other terms and conditions of the AGREEMENT shall remain in full force and effect.

(Signature Page to Follow)



**IN WITNESS WHEREOF,** the parties hereto have caused the Agreement to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES	CITY OF SAN FERNANDO
By Ralph M. Terrazas Fire Chief Los Angeles Fire Department	By Nick Kimball Interim City Manager
Date	Date
APPROVED AS TO FORM: Michael N. Feuer, City Attorney	ATTEST: Holly L. Wolcott, City Clerk
By Marcia Gonzales-Kimbrough Deputy City Attorney	By Deputy City Clerk
Date	Date
ATTACHMENTS Attachment B.1 - Comparable Share of the Tot	al Cost for Agreement c-124774-1



# ATTACHMENT B.1 Comparable Share of the Total Cost for Agreement C-127441-1 July 1, 2017 through June 30, 2022

## City of Los Angeles Fire Department FY 2015-16 Actual Special Services Fee & Estimated Fee for FY 2016-17 For City of San Fernando

San Fernando		Estimated 2015-16	Actual 2015-16	Estimated 2016-17	
Assessment Value (Note 1)					
City of Los Angeles (A)	\$	500,360,924,906 \$	532,842,668,159 \$	532,842,668,159	
San Fernando (B)	\$	1,685,653,980 \$	1,791,227,190	1,791,227,190	
Ratio C=(A/B)		0.340%	0.340%	0.340%	
Fire Department Budget (Note 2)					
Operating Budget		626,197,506 \$	626,197,506	633,220,936	
Related and Indirect Costs		369,928,363 \$	369,928,363	358,338,948	
Total Budget		996,125,869	996,125,869	991,559,884	
Less Revenue (Note 3)		(160,446,151)	(160,446,151)	(178,237,973)	
Net Budget (D)		835,679,718	835,679,718	813,321,911	
Annual Fee (C*D)	\$	2,841,311 \$	2,841,311 \$	2,765,294	

Note 1: Obtained from the 2015 Los Angeles County, Office of Assessor Annual Report

Note 2: Obtained from the Mayor's Budget modified and adopted by the Los Angeles City Council

Note 3: Obtained from the Revenue Outlook book, a supplemental to the Proposed Budget.

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#### ATTACHMENT "B" CONTRACT NO. 1757

## AGREEMENT FOR COMPREHENSIVE FIRE AND EMERGENCY MEDICAL SERVICES

# BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF SAN FERNANDO

THIS AGREEMENT is made and entered into on \_\_\_\_\_\_\_, 2014 by and between the City of Los Angeles a municipal corporation acting by and through the Los Angeles Fire Department (hereinafter referred to as "the LAFD") and the City of San Fernando a municipal corporation, acting by and through its City Council.

#### WITNESSETH:

**WHEREAS**, the City of San Fernando seeks to enter into an agreement with the City of Los Angeles for the LAFD to provide Comprehensive Fire and Emergency Medical Services within its jurisdictional limits; and,

WHEREAS, the LAFD currently provides the City of San Fernando with Comprehensive Fire and Emergency Medical Services in the City of San Fernando, a municipal corporation within the County of Los Angeles, and adjacent to the City of Los Angeles; pursuant to a December 14, 1978 agreement, including one amendment, between the City of Los Angeles and the City of San Fernando (Contract # 49757) and,

WHEREAS, it would be advantageous to both cities for the LAFD to provide comprehensive fire services and EMS in the City of San Fernando; and.

**WHEREAS**, the LAFD is agreeable to provide comprehensive fire services and EMS to the City of San Fernando for compensation; and,

**WHEREAS**, the City of San Fernando is agreeable to paying the City of Los Angeles for services provided, by the LAFD.

NOW THEREFORE, it is agreed as follows:

1. PURPOSE. The purpose of this Agreement is for LAFD to provide the City of San Fernando comprehensive fire and emergency medical services within its boundaries (included herein as Attachment A) Comprehensive Fire and Emergency Medical Services (hereinafter referred to as "Services") shall mean the same services the LAFD provides to the residents and businesses of the City of Los Angeles under standard operating procedures, including, but not limited to, fire suppression, fire prevention, inspection, paramedic and emergency medical technician functions and the corresponding resources will be provided to the City of San Fernando. In addition, Emergency Medical Services ("EMS") – will be provided as that term is defined in Health and Safety Code Section 1797.72). The City of San Fernando and the City of Los Angeles (hereinafter referred to as the "Parties") mutually agree that

the fee for performance should, as near as possible, represent the City of San Fernando's comparable share of the total cost of said Services as provided by the LAFD. The Parties agree to the "Comparable Share of the Total Cost" as noted in this Agreement (included herein as Attachment B).

2. STATEMENT OF BENEFITS AND INTEREST. Although the City of San Fernando has the primary responsibility to provide Services to its residents, the LAFD agrees to provide Services within the corporate limits of City of San Fernando to the manner herein set forth. Except as otherwise hereinafter specifically set forth, such Services shall only encompass duties and functions within the jurisdiction of and customarily rendered by the LAFD under the Charter and ordinances of said City of Los Angeles and statutes of the State of California.

#### 3. GENERAL PROVISIONS.

- A. <u>TERM</u>. The term of this Agreement shall commence upon execution by all Parties and remain in effect for a period of five (5) years, and may be amended to extend the term of the Agreement up to two (2) additional five (5) year terms, by mutual written agreement of the parties.
- B. <u>RATIFICATION</u>. Where there has been a need to provide un-interrupted Fire and EMS services crucial to public safety and where such services have been provided prior to the date of execution of this agreement, both parties agree that the calculation, and payment, of services under this Agreement shall begin on July 1, 2012, and be made annually thereafter
- C. <u>SERVICES</u>. The LAFD shall provide the City of San Fernando with the same level of Service that the LAFD provides to the territory within its corporate limits. Such Services shall be in accordance with the appropriate national and area standards. The discipline of officers and other matters incidental to the performance of such Services, and the control of personnel so employed, shall remain with the LAFD.
- D. <u>SERVICES INCREASE</u>. In the event there is a significant increase in providing Services in the City of San Fernando as compared to the previous twelve (12) month, fiscal year period and such increase is not proportional to the increase in services provided in the City of Los Angeles, then the Parties to this Agreement agree to meet and negotiate, in good faith, a fair and equal adjustment in the fee paid to the LAFD for its increased costs for providing said Services to the City of San Fernando.
- E. <u>SUPPLIES</u>. For the purpose of performing Services under this Agreement, the Parties agree the LAFD shall furnish and provide all necessary supplies necessary to maintain the level of service to be rendered hereunder. The Parties further agree that in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City of San Fernando, the City of San Fernando shall provide the same at its own cost and expense.

- F. PAYMENT FOR PAST SERVICES. Whereas the LAFD has provided Services to the City of San Fernando under a prior agreement (Agreement No. 49757), should any amounts be due under that agreement, the Parties agree payment for such Services shall be paid in a manner agreeable between the Parties.
- G. <u>EMPLOYMENT POLICY</u>. Employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of the incident location. Employees shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
- H. <u>CODE ADOPTION</u>. The City of San Fernando agrees to fully adopt the City of Los Angeles Fire Code and the Los Angeles Building Code, pursuant to their laws, rules and regulations.
- I. <u>FIRE HYDRANT SYSTEM</u>. The City of San Fernando fire hydrant system will be tested annually, by the LAFD, in a manner compatible with accepted national and area standards and acceptable to the LAFD. The City of San Fernando will repair, within a reasonable period of time, any portion of such system found defective as a result of such tests. The City of San Fernando will also notify the LAFD, in writing, of long term repairs to said system.

#### J. FEES AND METHOD OF PAYMENT.

- (1) Fees. The LAFD will charge a yearly fee for service. The fee is payable in monthly installments, due in advance of service.
- (2) Invoices. The LAFD will provide an invoice a minimum of 30 days prior to the upcoming Payment Due Date. The LAFD will invoice on a monthly basis.
- (3) Payment Due Dates. With the exception of the first payment, payments are due on the first day of each month. The first payment is due upon execution of the Agreement. Subsequent payments are due in accordance with the above schedule.
- (4) Service Period. The first service period will begin on July 1, 2012 and end on June 30, 2013. Each Annual Service Period thereafter, for fee calculation purposes, will begin the following July 1 and end June 30 of the following calendar year.
- (5) Fee Calculation and Reconciliation. The LAFD will anticipate costs of services based on cost of services in the preceding Service Period. The cost will be determined by taking the assessed value of the City of Los Angeles compared to the assessed value of the City of San Fernando. This ratio will then be applied to the Total Budget for the Los Angeles City Fire Department including the Operating Budget, Related and Indirect Costs, and reducing the total cost by the total revenue allocated in the budget.

- K. <u>NONDISCRIMINATION</u>. Both Parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, disability or national origin; (b) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination of the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disabilities.
- L. **PRINCIPAL CONTACTS.** The principal contacts for the Agreement are:

LOS ANGELES FIRE DEPARTMENT Ralph M. Terrazas, Fire Chief 200 North Main Street Los Angeles, CA 90012 (213) 978-3800

CITY OF SAN FERNANDO Brian Saeki, City Manager 117 Mac Neil Street San Fernando, CA 91340 (818) 898-1203

- 4. PREVIOUS AGREEMENT CANCELLED. The Parties agree this Agreement supersedes Agreement No. C-49757, which, by execution of this Agreement, is hereby terminated effective June 30, 2012. Any amounts past due to the City of Los Angeles under Agreement C-49757 shall be paid to the City of Los Angeles pursuant to the terms as outlined in Section 3.F of this Agreement.
- 5. **INSURANCE.** The Parties shall maintain in effect through the term of this contract the coverages and policy limits as stated in Form 146 (Exhibit A). Each Party may satisfy the insurance obligations by a combination of commercial insurance, formal risk pooling under California statutory provision, and/or a self–funded loss reserve in whatever proportions are deemed appropriate by the Parties.
- 6. INDEMNIFICATION. Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. Each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth

herein. Both City of Los Angeles Fire Department and the City of San Fernando certifies that it has adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this Agreement. The provisions of this indemnification shall survive expiration or termination of this Agreement.

- 7. <u>DISPUTE RESOLUTION</u>. In the event of a dispute between the Parties as to the operations, payment or any other issue arising under this Agreement, the parties agree to meet and negotiate in good faith to resolve such dispute. This shall not limit the parties' right to pursue any available remedies at law or in equity.
- **8. AMENDMENTS.** Any extension or amendment of this Agreement must be made in writing and executed by the Parties.
- **TERMINATION.** Both Parties retain the right to terminate their participation under this Agreement by providing a minimum of 180 days written notice to all parties.

The City of San Fernando is responsible, and agrees, to pay, on a pro-rated basis, for all services provided through the effective date of termination.

The City of Los Angeles is responsible to refund, on a pro-rated basis, any fees paid in advance by the City of San Fernando within 60 days from effective date of termination.

- **10. LEGAL AUTHORITY.** Both Parties certify that the individuals executing this Agreement on their behalf has the legal authority to enter into this Agreement.
- 11. CHILD SUPPORT ASSIGNMENT ORDERS. This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, the CITY OF SAN FERNANDO certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of CITY OF SAN FERNANDO are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seg.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of the CITY OF SAN FERNANDO to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of the CITY OF SAN FERNANDO to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the CITY OF SAN FERNANDO under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to the CITY OF SAN FERNANDO by CITY OF LOS ANGELES. Any subcontract entered into by the CITY OF SAN FERNANDO relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of

06/05/2017

the Child Support Assignment Orders Ordinance. Failure of the CITY OF SAN FERNANDO to obtain compliance of its subcontractors shall constitute a default by the CITY OF SAN FERNANDO under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CITY OF SAN FERNANDO by the CITY OF LOS ANGELES.

**CITY OF SAN FERNANDO** shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. The **CITY OF SAN FERNANDO** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

- 12. <u>CITY STANDARD PROVISIONS</u>. The City of Los Angeles acknowledges the City of San Fernando, is a municipal corporation within the State of California, and as such, is required to comply with Federal and State laws. The City of Los Angeles further acknowledges that it has made formal inquiry of the Bureau of Contract Administration, and in concurrence with the City Attorney's Office, the City of Los Angeles has determined that Standard Provisions for City Contracts, unless otherwise included in this agreement, are not applicable.
- **13. ENTIRE AGREEMENT.** This Agreement contains the full and complete Agreement between the two Parties. No verbal agreement or conversation with any officer or employee of either Party will affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in four (4) originals. This Agreement includes seven (7) pages (including the signature page); with two (2) Attachments and one (1) Exhibit, which together constitute the entire understanding and agreement of the Parties.

(Signature Page to Follow)

**IN WITNESS WHEREOF,** the parties hereto have caused the Agreement to be executed by their respective duly authorized representatives.

### **CITY OF LOS ANGELES**

### **CITY OF SAN FERNANDO**

By _	~~	1
858 W-8	Eric Garcetti	1000

Mayor

Ву

y Sylvia Ballin

Mayor

Date 9/19/2014

### APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Anthony-Paul Diaz
Assistant City Attorney

Date 00 3, 2014

ATTEST:

Holly Wolcott, City Clerk

Deputy City Clerk

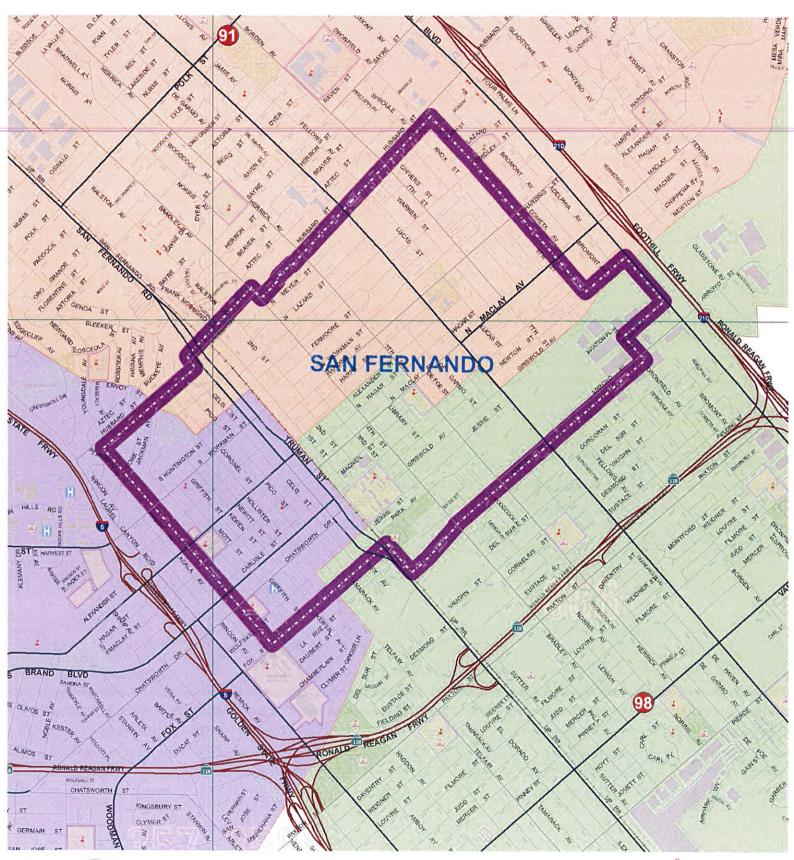
Date:

C-124774

Attachment A, Geographical Map of the Boundaries of the City of San Fernando Attachment B, Comparable Share of the Total Cost for Fire and EMS services Attachment C, Insurance Requirements - Form 146

Addendum No. 1 to Agreement for Comprehensive Fire and Emergency Medical Services between the City of Los Angeles and the City of San Fernando

## Attachment "A"











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### Attachment B

# City of Los Angeles Fire Department

### Comparable Share of the Total Cost

As of April 29, 2013

San Fernando Assessment Value Note 1		Estimated 2012	Actual 2012	Estimated 2013
City of Los Angeles	\$	409,073,085,384	\$ 419,126,705,477	\$ 419,126,705,477
San Fernando		1,470,621,856	1,522,404,747	1,522,404,747
Ratio		0.360%	0.360%	0.360%
Fire Department Budget Note	e 2			
Operating Budget		472,597,193	472,597,193	513,444,773
Related and Indirect Costs		354,548,383	354,548,383	355,764,172
Total Budget		827,145,576	827,145,576	869,208,945
Less Revenue Note 3		(142,193,562)	(142,193,562)	(169,707,771)
		684,952,014	684,952,014	699,501,174
Proposed Fee	\$	2,465,827	\$ 2,465,827	\$ 2,518,204

Note 1: The Assessment values for both the City of Los Angeles and the City of San Fernando are obtained from the Los Angels County Office of the Assessor's Annual Report located in the County of Los Angeles' website.

Note 2: The information for the Fire Department Budget is obtained from the annual budget submitted by the Mayor and Modified and Adopted by the City of Los Angeles Council.

Note 3: The Revenue for the Fire Department is obtained from the Revenue Outlook book, a supplemental to the Proposed Budget.

Form Gen. 146 (Rev. 9/06)

### ATTACHMENT C

# Required Insurance and Minimum Limits

Name: Los Angeles Fire Department	Date:	03/2	28/2013
Agreement/Reference: City of San Fernando - Mutual Aid Agreement			
Evidence of coverages checked below, with the specified minimum limits, must be s occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs' limits may be substituted for a CSL if the total per occurrence equals or exceeds the	"). For Automo	pproved <sub>l</sub> obile Lia	prior to bility, split
		B	Limits
✓ Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL	)		Statutory
☐ Waiver of Subrogation in favor of City ☐ Longshore & Harb	oor Workers	EL	\$1,000,000
✓ General Liability			\$2,000,000
<ul> <li>✓ Products/Completed Operations</li> <li>☐ Fire Legal Liability</li> <li>✓ \$5,000,000 Aggregate</li> </ul>	t	8	
Automobile Liability (for any and all vehicles used for this contract, other than commuting to	o/from work)		
Professional Liability (Errors and Omissions)  Discovery Period 12 Months After Completion of Work or Date of Termination		8	
Property Insurance (to cover replacement cost of building - as determined by insurance comp	pany)		
□ All Risk Coverage □ Boiler and Machin   □ Flood □ Builder's Risk   □ Earthquake □ Fine Arts - Cover value			
Pollution Liability			
Surety Bonds - Performance and Payment (Labor and Materials) Bonds  Crime Insurance	10	0% of the	contract price
Other: General Notes:  1) If a contractor has no employees and decides to not cover herself/himself for workers' compe "Request For Waiver of Workers' Compensation Insurance Requirement" located at: http://cao. 2) In the absence of imposed auto liability requirements, all contractors using vehicles during the financial responsibility laws of the State of California.	lacity.org/risk/Insu	ranceForm	s.htm

# ADDENDUM NO. 1 TO AGREEMENT FOR COMPREHENSIVE FIRE AND EMERGENCY MEDICAL SERVICES ATTACHMENT "C" BETWEEN CONTRACT NO. 1757(a) THE CITY OF LOS ANGELES AND THE CITY OF SAN FERNANDO

### WITNESSETH:

**WHEREAS**, the City of San Fernando seeks to enter into an agreement with the City of Los Angeles for the LAFD to provide Comprehensive Fire and Emergency Medical Services within its jurisdictional limits; and,

WHEREAS, the LAFD currently provides the City of San Fernando with Comprehensive Fire and Emergency Medical Services in the City of San Fernando, a municipal corporation within the County of Los Angeles, and adjacent to the City of Los Angeles; pursuant to a December 14, 1978 agreement, including one amendment, between the City of Los Angeles and the City of San Fernando (Contract # 49757) and,

WHEREAS, the provision of Comprehensive Fire and Emergency Medical Services in the City of San Fernando is advantageous for the public safety of both cities; and,

**WHEREAS**, the LAFD is agreeable to provide comprehensive fire services and EMS to the City of San Fernando for compensation; and,

**WHEREAS**, the City of San Fernando is agreeable to paying the City of Los Angeles for LAFD's services provided; and,

**WHEREAS**, the City of San Fernando agrees to repay the City of Los Angeles for past services provided in accordance to an agreed upon schedule contained herein.

NOW THEREFORE, it is agreed as follows:

### 1. PURPOSE

The purpose of this Addendum is for the City of San Fernando to reimburse the City of Los Angeles for Services provided in Fiscal Year 2010-11, for which a portion of the payment is unpaid, and provides a payment schedule by which the City of San Fernando agrees to compensate the City of Los Angeles through direct payment, or through credits applied by the Los Angeles Fire Department for services provided between Fiscal Years 2011-12 to 2014-15 as indicated in the repayment schedule (included herein as Attachment A).

2.	ALL	<b>OTHER</b>	<b>TERMS</b>	AND	CONDITIONS
	,	~	! !!!!	/ 1110	CONDINO

All other terms and conditions of Agreement No. C-\_\_\_\_\_, between the City of Los Angeles and City of San Fernando remain in effect.

(Signature Page to Follow)

**IN WITNESS WHEREOF,** the parties hereto have caused the Agreement to be executed by their respective duly authorized representatives.

### **CITY OF LOS ANGELES**

06/05/2017

**CITY OF SAN FERNANDO** 

By Fric Garcetti

Eric Garcetti Mayor

Date (0/2 1/14)

Sylvia Ballin

Date 9/19/2014

### **APPROVED AS TO FORM:**

Michael N. Feuer, City Attorney

Anthony-Paul Diaz
Assistant City Attorney

Date 043, 314

ATTEST:

Holly Wolcott, Interim City Clerk

Deputy City Clerk

Date: 10-27-14



Attachment A, Repayment Schedule

# ATTACHMENT A

SAN FERNANDO
REPAYMENT SCHEDULE FOR FIRE SERVICES
FISCAL YEAR 2011-12 TO FISCAL YEAR 2014-15

FISCAL YEAR	COST	COST OF SERVICES	AMO	AMOUNT RECEIVED		CREDIT OR OUTSTANDING BALANCE	٥ ٩	CUMULATIVE OUTSTANDING BALANCE
2011-12	↔	3,159,358.92	₩	2,632,799.10	↔	(526,559.82) \$	↔	(526,559.82)
2012-13 *	↔	2,448,254.00	<del>s)</del>	2,632,799.20	↔	184,545.20	↔	(342,014.62)
2013-14 *	↔	2,672,712.00	<del>⇔</del>	2,721,897.00	↔	49,185.00	↔	(292,829.62)
2014-15 */**	↔	2,672,721.00	<del>s</del>	2,965,550.62	↔	292,829.62 \$	↔	0.00
TOTALS	€	10,953,045.92	↔	10,953,045.92	↔	\$ 00.00	8	0.00

# NOTES:

<sup>\*</sup> FY 2012-13 (and beyond) Cost of Services is based on New Contract methodology

<sup>\*\*</sup> FY 2014-15 Cost of Services and Payments Received are estimated.

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# AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

By: Anthony Vairo, Police Chief

Nichole Hanchett, Police Lieutenant

**Date:** June 5, 2017

Subject: Consideration to Approve a Subaward Agreement for the 2016 Urban Area

Security Initiative (UASI) Grant Program

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Accept the 2016 Urban Area Security Initiative (UASI) Grant Program award for ballistic helmets and tactical medical kits;
- b. Approve a Subaward Agreement (Attachment "A" Contract No. 1857) with the City of Los Angeles for the Fiscal Year (FY) 2016 UASI Grant Program; and
- c. Authorize the Interim City Manager to execute the Agreement and all related documents.

### **BACKGROUND:**

- The UASI Grant Program was first authorized by the United States Congress in 2003 to help large urban areas enhance their capacity to prepare for, prevent, respond to, and recover from acts of terrorism. Funds may be used by jurisdictions for assessment and development of security strategies, equipment, training, and exercises to prepare for natural, technological, and human-caused disasters, including terrorism.
- In order to optimize the opportunity for funding, the Police Department participates in the UASI Grant Program through a partnership with the Los Angeles County Police Chiefs Association (LACPCA), which submits requests for projects and funding jointly. Projects are limited in scope depending upon guidelines set forth by the Department of Homeland Security (DHS).
- 3. On February 24, 2016, the Police Department submitted a request for 35 ballistic helmets and 30 tactical medical leg drop style kits.

POLICE DEPARTMENT

910 FIRST STREET, SAN FERNANDO, CA 91340

(818) 898-1250

WWW.SFCITY.ORG

Consideration to Approve a Subaward Agreement with the City of Los Angeles for the 2016 Urban Area Security Initiative (UASI) Grant Program

Page 2 of 2

4. On March 2, 2016, the Police Department was provided with notification of award approving \$20,598 for the above referenced items.

### **ANALYSIS:**

The ballistic helmets will be provided to each patrol officer to use in the event of a field emergency and will augment the safety of first responder police personnel in a catastrophic critical incident such as an active shooter. The helmets protect against small arms fire and have tactical mounts for additional lighting. This will allow Police personnel to more effectively and efficiently address the identified threat and provide protection to the affected community members.

The tactical style medical kits will be provided to each patrol officer to use in a field emergency that requires the timely application of first aid and will allow first responding officers to render critical medical first aide to themselves, other first responders, or citizens during a critical incident, which will allow them to continue to function in the field until advanced life care is available. Each kit attaches to the duty belt of the officer and contains basic equipment that is used to stabilize a wound such as a tourniquet, blood clotting agent, pressure gauze, and scissors.

### **BUDGET IMPACT:**

The UASI Grant Program does not require a local match. Revenues and expenditures in the amount of \$20,600 will be appropriated in the City's Grant Fund (Fund 010) as part of the FY 2017-2018 budget process.

### **CONCLUSION:**

The ballistic helmets are a highly effective piece of equipment that can provide substantial protection to the police first responders during a critical incident or field emergency. The individual tactical medical kits allow officers to provide lifesaving first aid care prior to the arrival of advanced life care resources like the Fire Department. Due to budget constraints these tools would not normally be accessible to this agency therefore it is recommended that City Council approve the Subaward Agreement (Attachment "A") with the City of Los Angeles for the 2016 Urban Area Security Initiative (UASI) Grant Program.

### **ATTACHMENT:**

A. Contract No. 1857



## SUBAWARD AGREEMENT

Subrecipient:	The City of San Fernando
Title:	FY 2016 Urban Area Security Initiative (UASI) Grant Program
City Contract N	Number

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### **EXHIBITS**

Exhibit A	DHS Standard Conditions and CalOES Assurances
Exhibit B	Financial Management Forms Workbook
Exhibit C	Modification Request and Reimbursement Request Forms
Exhibit D	CalOES Forms
Exhibit E	Technology Standards

# AGREEMENT NUMBER \_\_\_\_\_\_ OF CITY CONTRACTS BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF SAN FERNANDO

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of San Fernando, a municipal corporation (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

### I. GENERAL INFORMATION

### §1.1 <u>Federal Award Information</u>

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2016 Urban Area Security Initiative Grant Program, FAIN #2016-DJ-BX-0246, CFDA #16.738, Federal Award Date August 10, 2016.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of \$54,888,000.00.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

### §1.2 <u>Subaward Information and Period of Performance</u>

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount: \$20,598.00

Subaward Period of Performance ("Term"): September 1, 2016

to May 31, 2019

Match Requirement: None

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

### §1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party: City of Los Angeles
Authorized Representative: Jeff Gorell, Deputy Mayor
Authorized Department: Mayor's Office of Public Safety
Address, Phone, Fax, E-mail: 200 N. Spring Street, Room 303

Los Angeles, CA 90012 Phone: (213)978-0687 Email: jeff.gorell@lacity.org

Party: City of San Fernando
Authorized Representative: Lt. Nichole Hanchett
Authorized Department: Police Department
Address, Phone, Fax, E-mail: 910 First Street

San Fernando, CA 91340 Phone: (818) 898-1255 Email: nhanchett@sfcity.org

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) business days of said change.

### §1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. #16-0777,

Subrecipient warrants that it has obtained written authorization from its city council, governing board, or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient and the city council, governing board or authorized body agree:

a. To provide all matching funds required under the Subaward and that any cash match will be appropriated as required.

- b. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient and the city council, governing board or authorized body.
- c. That Subaward funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- d. That the official executing this Agreement is, in fact, authorized to do so.

Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

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### II. SUBAWARD TERMS AND CONDITIONS

### §2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2016 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2016 DHS Standard Terms and Conditions ("DHS Standard Conditions"), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2016 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2016 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances"), (6) CalOES Grant Management Memos ("GMM"), and (6) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations ("CFR") and in updates issued by the Office of Management and Budget ("OMB") on http:///www.whitehouse.gov/omb/.

Subrecipient hereby certifies that it has the legal authority to execute this Agreement, accept the Subaward given through this Agreement, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

Subrecipient hereby acknowledges that it is responsible for reviewing and adhering to all Requirements referenced above. For reference and without limitations, certain of the Requirements are set forth in more detail in the sections below.

### §2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Financial Management Forms Workbook which was approved by CalOES prior to the execution of this Agreement (the "Workbook") and which is attached hereto as Exhibit B. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit C, and a revised Workbook showing such modification and containing all supporting documentation as required. Workbook modification requests must be submitted to the City no often than once a month and prior to deadlines set by the City. Requests submitted after any such deadline will be returned to Subrecipient and will not be accepted until the following submission period. The City will notify Subrecipient in writing if Workbook modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete requests shall be returned to the Subrecipient for revision and shall be accepted by the City when such requests are accurate and complete. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline ("Project Timeline") setting forth details regarding the milestone and completion dates for Subrecipient projects funded under the Subaward. Subrecipient shall manage its Subaward funded projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. In the event a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Subaward funds allocated to the Subrecipient.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES in connection with the implementation of Subrecipient's projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit D, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation ("EHP") request form, and (5) a sole source procurement request form. Subrecipient acknowledges that all such forms must be completed. delivered and approved by the City and CalOES prior to the purchase of said equipment, implementation of the project, or the completion of a sole source procurement, as the case may be. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Failure to gain approval of such completed requests and forms by the City and CalOES may disallow any costs incurred by Subrecipient under this Subaward in connection with such equipment, project or procurement.

- E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. A list of technological standards currently approved by the LA/LBUA region is attached as Exhibit E. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 Agreement and Section 2.3.P. of this Agreement.
- F. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) Shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursment of this Subaward to Subrecipient shall be made on a reimbursement method. In the event Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall prepare, maintain and provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit C) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary

to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. The City will notify Subrecipient in writing if a Reimbursement Request is inaccurate and/or incomplete. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision and shall be accepted by the City when Reimbursement Requests are accurate and complete.

Reimbursment Requests must be submitted to the City on a monthly basis. The City shall forward a Reimbursement Request to CalOES for payment within thirty (30) days of receipt of such Reimbursement Request, provided such request is deemed accurate and complete. The City shall forward reimbursement payment on a Reimbursement Request to Subrecipient within thirty (30) days of receipt of such reimbursement payment from CalOES to the City.

Final Reimbursement Requests for this Subaward must be received by the City no later than one hundred twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless, prior to the the submission of such request, the Mayor's Office, in its sole discretion, has approved in writing the submission of such request after the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Subaward funds.

### §2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward. These include, without limitation, (1) the Requirements for recipients and subrecipients set forth in the DHS NOFO and the DHS Standard Conditions, and (2) the Requirements for "Applicant" and subrecipients set forth in the CalOES Supplement and the CalOES Assurances. For reference, the DHS Standard Conditions and the CalOES Assurances are both attached hereto as Exhibit A and incorporated herein. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutues, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.
- C. Subrecipient shall comply with the provisions of *DHS Specific*Acknowledgements and Assurances section set forth in the DHS Standard Conditions and the Reporting Accusations and Findings of Discrimination section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

- entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.c. above; and
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.

- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.
  - Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.
- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the Labor Standards section and Worker's Compensation section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certfications Applicable to*

- Federally-Funded Construction Projects section of the CalOEs Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.
- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.
- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) Energy Policy and Conservation Act, (2) Hotel and Motel Fire Safety Act of 1990, (3) Terrorist Financing, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974, and (6) Whistleblower Protections and Whistleblower Protection Act.

### §2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.38 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non-Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratutity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
- D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.
- G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

- 1. Requirements for insurance coverage for real property and equipment.
- 2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
- 3. Regulations involving Federally-owned and exempt property.
- 4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
- 5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
- 6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

### H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §§200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

- 1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
- 2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
- 3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
- 4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- 5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
- 6. Requirement to perform a cost or price analysis in connection with procurements.
- 7. Bonding requirements.
- 8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipent must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

### I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include, without limitation, the provision of any information required for the

assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

### J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335. Such regulations require, without limitation, that Subrecipient retain financial records, supporting documents, statistical records, and all other records of Subrecipient that are related and/or pertinent to Subrecipient's use of Subaward funds in a manner and for a duration of time as prescribed in such regulations and that Subrecipient collect, transmit and store Subaward-related information in a manner as set forth in 2 CFR §200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

### K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

### L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

### M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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### III. STANDARD PROVISIONS

### §3.1 <u>Independent Party</u>

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

### §3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### §3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

### §3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

#### §3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

#### §3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### §3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

#### §3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

#### §3.9 <u>Subcontractor Assurances</u>

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

#### §3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

#### §3.11 <u>Termination</u>

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated

in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

#### §3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

#### §3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and five (5) Exhibits which constitute the entire understanding and agreement of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney	For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor By
By Deputy City Attorney	Eric Garcetti, Mayor Mayor's Office of Public Safety
Date	Date
ATTEST:	
HOLLY L. WOLCOTT, City Clerk	
By Deputy City Clerk	
Date	
APPROVED AS TO FORM:	For: The City of San Fernando, a municipal corporation
By City Attorney	Ву
Date	
ATTEST:	Date
By City Clerk	[SEAL]
Date	
City Business License Number: Internal Revenue Service ID Number: Council File/OARS File Number: <u>C.F. #16-07</u> City Contract Number:	777 Date of Approval

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The FY 2016 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

#### Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form <u>424B Assurances – Non-Construction Programs</u>, or OMB Standard Form <u>424D Assurances – Construction Programs</u> as <u>applicable</u>. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at <u>2 C.F.R. Part 200</u>, and adopted by DHS at <u>2 C.F.R. Part 3002</u>.

#### **DHS Specific Acknowledgements and Assurances**

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
- 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
- 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
- 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Activities Conducted Abroad** 

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act* of 1975 (<u>Title 42 U.S. Code, § 6101 et seq.</u>), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: <a href="Privacy Guidance">Privacy Guidance</a> and <a href="Privacy template">Privacy template</a> respectively.

Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at <u>6 C.F. R., Part 21</u> and <u>44 C.F.R. Part 7</u>.

Civil Rights Act of 1968

All recipients must comply with <u>Title VIII of the Civil Rights Act of 1968</u>, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (<u>42 U.S.C. § 3601 et seq.</u>), as implemented by the Department of Housing and Urban Development at <u>24 C.F.R. Part 100</u>. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See <u>24 C.F.R. § 100.201</u>).

Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

**Debarment and Suspension** 

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders <u>12549</u> and <u>12689</u>, and <u>2 C.F.R. Part 180</u>. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Drug-Free Workplace Regulations** 

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

**Duplication of Benefits** 

Any cost allocable to a particular Federal award provided for in <u>2 C.F.R. Part</u> <u>200, Subpart E</u> may not be charged to other Federal awards to overcome fund

deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

**Energy Policy and Conservation Act** 

All recipients must comply with the requirements of <u>42 U.S.C. § 6201</u> which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of <u>31 U.S.C. § 3729</u>- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See <u>31 U.S.C. § 3801-3812</u> which details the administrative remedies for false claims and statements made.

**Federal Debt Status** 

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See <a href="OMB Circular A-129">OMB Circular A-129</a>.

Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in <u>E.O. 13513</u>, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="https://www.lep.gov">http://www.lep.gov</a>.

**Lobbying Prohibitions** 

All recipients must comply with <u>31 U.S.C.</u> § <u>1352</u>, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

**Non-supplanting Requirement** 

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

**Notice of Funding Opportunity Requirements** 

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

**Patents and Intellectual Property Rights** 

Unless otherwise provided by law, recipients are subject to the <u>Bayh-Dole Act</u>, <u>Pub. L. No. 96-517</u>, as amended, and codified in <u>35 U.S.C. § 200</u> et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at <u>37 C.F.R. Part 401</u> and the standard patent rights clause located at <u>37 C.F.R. § 401.14</u>.

**Procurement of Recovered Materials** 

All recipients must comply with Section 6002 of the <u>Solid Waste Disposal Act</u>, as amended by the <u>Resource Conservation and Recovery Act</u>. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 C.F.R. Part</u> <u>247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at <u>2 C.F.R. Part 170, Appendix A</u>, the full text of which is incorporated here by reference in the terms and conditions of your award.

**SAFECOM** 

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the <a href="SAFECOM">SAFECOM</a> Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Terrorist Financing** 

All recipients must comply with <u>E.O. 13224</u> and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at <u>2 C.F.R. Part 200, Appendix XII</u>, the full text of which is incorporated here by reference in the terms and conditions of your award.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at <u>2 C.F.R. Part 25, Appendix A</u>, the full text of which is incorporated here by reference in the terms and conditions of your award.

**USA Patriot Act of 2001** 

All recipients must comply with requirements of the <u>Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)</u>, which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.



## Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

#### **Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

#### 1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

#### 2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

#### 3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

#### 4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs; (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (I) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

#### 6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

#### 7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;
- (f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;
- (g) Protection of wetlands pursuant to Executive Order 11990;

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- (h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (i) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (j) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (k) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order Executive Order 11990 which requires preservation of wetlands;
- (I) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (m) The Endangered Species Act of 1973, (P.L. 93-205);
- (n) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

#### 8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

#### 9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### 10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### 11. Financial Management

<u>False Claims for Payment</u> The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

#### 12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

#### 13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

#### 14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the <u>Trafficking Victims Protection Act of 2000</u>, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

#### 15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of the <u>Davis-Bacon Act</u> (40 U.S.C. §§ 276a to 276a-7), as applicable, and the <u>Copeland Act</u> (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the <u>Contract Work Hours and Safety Standards Act</u> (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the <u>Federal Fair Labor Standards Act</u> (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

#### 16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

#### 17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the <u>Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970</u> (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.

Page 6 of 11 Initials

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the <u>Flood Disaster Protection Act</u> of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the <u>National Historic</u> <u>Preservation Act of 1966</u>, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
- (d) Comply with the <u>Lead-Based Paint Poisoning Prevention Act</u> (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

#### 18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

#### 19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

#### 20. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

### HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

#### 21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at <a href="mailto:crcl@hq.dhs.gov">crcl@hq.dhs.gov</a> or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

#### 22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### 23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### 24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

#### 25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

#### 26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### 27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

#### 28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

#### 29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

#### 30. Non-supplanting Requirements

All Applicants who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### 32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### 33. SAFECOM

All Applicants who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### 34. Terrorist Financing

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

#### 35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

#### 36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document <u>must</u> be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20T erms%20and%20Conditions.pdf

the said Applicant.
Applicant: Los Angeles / long Beach UASI
Signature of Authorized Agent:
Printed Name of Authorized Agent: CaiHin Ishigooka
Title: Director of Grants & Finance Date: 10/2/16

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of

	Line # Project Information												
Project Letter	t Item #	Sub- Line #	LA/LB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Master Item #'s Total Allocated
												\$20,598.00	\$-
Р	41	235	4	San Fernando	Police Department	PPE	UASI	LE	Equip	Personal Protective Equipment	N/A	\$ 20,598.00	

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#### LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a <u>completed</u> ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the \$ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.







reques	t, please	submi	it by the	15th of each month.									
REQ	JIREME	ENTS	FOR S	SUBMISSION:									
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LA-LB UASI Modification Form 2017.xlsx

If Yes, please complete the Project Timeline below	v. All modification reques	sts MUST allow for project comp	oletion within the grant performance period.
Milestone	Tim	eline	Comments
Select one per line, up to ten for the project.	Start	Finish	
		$\vdash$	
		<u> </u>	
Additional notes on project timeline:			

# CITY OF LOS ANGELES URBAN AREAS SECURITY INITIATIVE GRANT Reimbursement Request Form

Return Reimbursement Requests to:			Jurisdiction:			
Grant Specialist Mayor's Office of Public Safety 200 N. Spring Street, Room 303		Ag	ency/Department:			
Los Angeles, CA 90012		E	penditure Period:	begin		end
During Information			Prepared By:			
UASI FY 14 Project Letter:			E-Mail Address:	:		
UASI FY 15  Master Item #: Sub-Line #:			Phone:	:		
REIMBURSEMENT SUMMARY DIRECTIONS: Please submit one expenditure. Follow the Reimburseme Resource Report and the associate consultant fees, those rosters will a	ent Request Checked Roster(s). <b>Ple</b>	list to compile sup	porting document	tation, and the	en comp	lete the Type
Type of Expenditure	Authorized Total Amount	Previously Requested	Current Request	Cumulati Reques		Balance
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rules, regulations, and grant condit Performance Period. Also, all suppo- grant guidelines.  Authorized Department Approval:				will be retaine		
Print Name			Agency			
Title			Address (Line 1)			
Signature			, ,			
-	Date	•	Address (Line 2 - C	Optional)		
E-Mail	Date Phone			Optional) State	Zip	
E-Mail			Address (Line 2 - C	, ,	Zip	
E-Mail	Phone	or's Office Use Or	City	, ,	Zip	
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# LA/LB UASI REQUIRED SUPPORTING DOCUMENTATION FOR EQUIPMENT CLAIM REIMBURSEMENT

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation

	<u> </u>
	<u>Competitive/Formal Procurement:</u> Submit copies of procurement documents, as applicable, including Council approval, RFP, bid or bid recap/summary, and contract.
	<u>Informal Procurement:</u> Provide copies of informal procurement documents, as applicable. Informal procurements must comply wi your Jurisdiction's policies.
	Sole Source Purchase:  State Sole Source (over \$150,000): Provide a copy of the State approval. There are NO retroactive approvals.  Jurisdiction Sole Source (under \$150,000): Provide a copy of your Jurisdiction's Sole Source documentation and approval.
	EQUIPMENT CLAIMS MUST INCLUDE THE FOLLOWING:
	Purchase Order
	Invoice: Must be stamped "PAID," signed with authorized signature for payment, and dated.
	<u>Proof of Delivery:</u> Packing slips should be included. If packing slips were not part of the equipment delivery (e.g. licenses), the P.O. needs to be stamped "RECEIVED" with the date received, and signature.
	<u>Proof of Payment:</u> Include proof of payment and proof the payment has <b>CLEARED</b> . Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
	<u>Print Screen of Federal Debarment Listing:</u> Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried <b>PRIOR</b> to purchase. Federal Debarment Listings can be found at https://www.sam.gov/portal/public/SAM/
	<u>Grant-Funded Typed Resource Report:</u> 'Typed Resource Report' needs to be completed, typically by the project's SME.
	<b>Equipment Roster:</b> Complete the attached 'Equipment Roster.' Submit electronically to your Grant Specialist and to HSPS.Compliance@lacity.org
	<u>State Approvals:</u> EHP Approval, Watercraft Approval, Aircraft Approval, EOC Approval, as applicable. All requests must obtain State approval <b>PRIOR</b> to purchase. There are <b>NO</b> exceptions or retroactive approvals.
	<u>Performance Bond:</u> All equipment items over \$250,000 or any vehicle, aircraft or watercraft <b>MUST</b> obtain a performance bond. A copy of the performance bond must be submitted to your Grant Specialist as soon as it is obtained, with an additional copy provided with the Reimbursement Request Form.
С	ompleted By: Signature: Date:

F	roject	Master Item #	Sub-Line #	Equipment Description (Quantity)	AEL#	AEL Title	Invoice Number	Vendor	ID Tag Number	Internal ID Tag Number (if applicable)	Condition & Disposition	Deployed Location	Acquired Date	Acquired Cost	Equipment Custodian

# LA/LB UASI REQUIRED SUPPORTING DOCUMENTATION FOR TRAINING CLAIM REIMBURSEMENT

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation.

	<u>Competitive/Formal Procurement:</u> Submit copies of procurement documents, as applicable, including Council approval, RFP, bid or bid recap/summary, and contract.
	<u>Informal Procurement:</u> Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
□ [	Sole Source Purchase:  State Sole Source (over \$150,000): Provide a copy of the State approval. There are NO retroactive approvals.  Jurisdiction Sole Source (under \$150,000): Provide a copy of your Jurisdiction's Sole Source documentation and approval.
	TRAINING PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:
	Purchase Order Or Service Contract
	Invoice: Must be stamped "PAID," signed with authorized signature for payment, and dated.
	<u>Proof of Delivery:</u> Submit copies of the Agenda <b>AND</b> submit Class Roster/Sign-in Sheets or Certificate of Completion with training date.
	<u>Proof of Payment:</u> Include proof of payment and proof the payment has <b>CLEARED</b> . Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
	<u>Print Screen of Federal Debarment Listing:</u> Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried <b>PRIOR</b> to purchase. Federal Debarment Listings can be found at https://www.sam.gov/portal/public/SAM/
	<b>Grant-Funded Typed Resource Report:</b> 'Typed Resource Report' needs to be completed, typically by the project's SME.
	Consultant Roster: Complete the attached 'Consultant Roster.'
	<u>State Approvals:</u> Copy of ODP Approved Tracking Number is required. Copy of EHP Approval, as applicable. All requests must obtain State approval <b>PRIOR</b> to commencement of training. There are <b>NO</b> exceptions or retroactive approvals.
	Total No. of Grant-Funded Trainees: Total No. of Grant-Funded Instructors:
	TRAINING PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:
	<u>Summary Sheet:</u> Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
	<u>Official Payroll Register:</u> Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
	<u>Timecards:</u> Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill timecard needs to include the name of the person the employee was backfilling for/person who attended the training.
	<u>Class Roster/Sign-in Sheets or Certificate of Completion with Training Date:</u> If claiming for Backfill the Class Roster/Sign-in Sheet or Certificate of Completion should be for the person who attended the training.
	<b>Grant-Funded Typed Resource Report:</b> 'Typed Resource Report' needs to be completed, typically by the project's SME.
	<u>State Approvals:</u> Copy of ODP Approved Tracking Number is required. Copy of EHP Approval, as applicable. International trainings require State approval. All requests must obtain State approval <b>PRIOR</b> to commencement of training. There are <b>NO</b> exceptions or retroactive approvals.
	<u>Travel (if applicable):</u> Itemized receipts and proof of payment are required for airfare, lodging, meals and/or training/conference fees. Jurisdictions must follow their own travel policies and submit a copy of that travel policy. If no local policy exists, please see www.gsa.gov for approved per diem rates.
	Total No. of Grant-Funded Trainees: Total No. of Grant-Funded Instructors:
(	Completed By: Signature: Date:

# LA/LB UASI REQUIRED SUPPORTING DOCUMENTATION FOR EXERCISE CLAIM REIMBURSEMENT

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation.

	Competitive/Formal Procure or bid recap/summary, and co		s, as applicable, including Council approval, RFP, bids
	Informal Procurement: Provi with your Jurisdiction's policies	·	is applicable. Informal procurements must comply
		<b>0,000):</b> Provide a copy of the State approval. The der \$150,000): Provide a copy of your Jurisdicti	
	EXERCISE	PROJECTS INVOLVING A VENDOR MUST IN	CLUDE THE FOLLOWING:
	Purchase Order or Service (	<u>Contract</u>	
	Invoice: Must be stamped "P/	AID," signed with authorized signature for payme	ent, and dated.
		oles of Sign-in Sheets <b>AND</b> submit After Action Fas submitted, including date of submission.	Report into HSEEP portal within 60 days of event.
		t match the invoice amount. If multiple invoices	ARED. Proof of payment must have reference to the are being paid with one check, the invoices must be
		arment Listing: Review the Federal Debarment burchase. Federal Debarment Listings can be fo	Listing and provide a screen shot showing that the bund at https://www.sam.gov/portal/public/SAM/
	Consultant Roster: Complete	the attached 'Consultant Roster.'	
		P Approval, as applicable. Please note that <b>AN</b> ust obtain State approval <b>PRIOR</b> to date of exerc	Y exercise with an outside component, MUST get cise. There are NO exceptions or retroactive
	Exercise Date:	Number of Exercise Partic	ipants:
	Summary Sheet: Indicate em	PROJECTS FOR PERSONNEL TIME MUST IN	ing claimed. This amount should tie the official
	Official Payroll Register: Ind	count being claimed on the Reimbursement Required employee name you are seeking reimburse	ement for, salary, hourly rate, employee benefits, and
		seeking reimbursement for Employee Benefits, in	
	timecard needs to include the	name of the person the employee was backfilling	
		of Completion with Exercise Date: If claiming person who attended the exercise.	for Backfill, the Sign-in Sheet or Certificate of
		P Approval, as applicable. Please note that <b>AN</b> ust obtain State approval <b>PRIOR</b> to date of exerc	Y exercise with an outside component, MUST get cise. NO exceptions or retroactive approvals.
		d receipts and proof of payment are required for own travel policies and submit a copy of that trav r diem rates.	
	After Action Report: Submit submitted, including date of su	After Action Report into HSEEP portal within 60 of submission.	days of event. Submit proof that the report was
	Exercise Date:	Number of Exercise Partic	<u>ipants:</u>
			_
- (	Completed Ry:	Signature:	Date:

# LA/LB UASI REQUIRED SUPPORTING DOCUMENTATION FOR PLANNING CLAIM REIMBURSEMENT

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation

<b>PROCI</b>	<b>JREM</b>	<b>ENT</b>
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	<u>Competitive/Formal Procurement:</u> Submit copies of procurement documents, as applicable, including Council apport bid recap/summary, and contract.	oroval, RFP, bids
	<u>Informal Procurement:</u> Provide copies of informal procurement documents, as applicable. Informal procurements your Jurisdiction's policies.	must comply with
	Sole Source Purchase:  State Sole Source (over \$150,000): Provide a copy of the State approval. There are NO retroactive approvals.  ☐ Jurisdiction Sole Source (under \$150,000): Provide a copy of your Jurisdiction's Sole Source documentation and	approval.
	PLANNING PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:	
	Purchase Order or Service Contract	
	Invoice: Must be stamped "PAID," signed with authorized signature for payment, and dated.	
	<u>Proof of Delivery:</u> Submit a copy/copies of the deliverables as outlined in the Purchase Order or Service Contract.	
	<u>Proof of Payment:</u> Include proof of payment and proof the payment has <b>CLEARED</b> . Proof of payment must have r invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoiced with corresponding amounts.	
	Print Screen of Federal Debarment Listing: Review the Federal Debarment Listing and provide a screen shot shot listing was queried PRIOR to purchase. Federal Debarment Listings can be found at https://www.sam.gov/portal/pu	
	Consultant Roster: Complete the attached 'Consultant Roster.'	
	PLANNING PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:	
	<u>Summary Sheet:</u> Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie register to the total amount being claimed on the Reimbursement Request Form.	he official payrol
	Official Payroll Register: Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.	
	<u>Timecards:</u> Indicate the # of hours charged per day, and include employee signature & supervisor signature. If clair timecard needs to include the name of the person the employee was backfilling for.	ming for Backfill,
	Personnel Roster: Complete the attached 'Personnel Roster.'	
	<b>Final Product:</b> Submit a copy/copies of the Final Product as outlined in the workbook OR submit intermittent delive discussed with your Grant Specialist.	rables as
Co	Completed By: Signature: Date:	

# LA/LB UASI REQUIRED SUPPORTING DOCUMENTATION FOR ORGANIZATION CLAIM REIMBURSEMENT

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation

	FROCOREMENT
	<u>Competitive/Formal Procurement:</u> Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
	<u>Informal Procurement:</u> Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
	Sole Source Purchase:  State Sole Source (over \$150,000): Provide a copy of the State approval. There are NO retroactive approvals.  Jurisdiction Sole Source (under \$150,000): Provide a copy of your Jurisdiction's Sole Source documentation and approval.
	ORGANIZATION PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:
	Purchase Order or Service Contract
	<u>Invoice:</u> Must be stamped "PAID," signed with authorized signature for payment, and dated.
	Proof of Delivery: Submit a copy/copies of the deliverables as outlined in the Purchase Order or Service Contract.
	<u>Proof of Payment:</u> Include proof of payment and proof the payment has <b>CLEARED</b> . Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
	<u>Print Screen of Federal Debarment Listing:</u> Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried <b>PRIOR</b> to purchase. Federal Debarment Listings can be found at https://www.sam.gov/portal/public/SAM/
	Consultant Roster: Complete the attached 'Consultant Roster.'
	ORGANIZATION PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:
	Summary Sheet: Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payrol
	Official Payroll Register: Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and
	Timecards: Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill,
	Personnel Roster: Complete the attached 'Personnel Roster.'
	Federal Request: If requesting reimbursement for Overtime, include a copy of the Federal Request for Overtime. This applies
C	ompleted Ry:

#### **Grant-Funded Typed Resource Report**

#### Tool Instructions

- 1. Each row should contain the equipment purchased with, or training held, using grant funds for current reporting period. If more than one of the SAME equipment item was purchased, please use one line and note the quantity in the 'Comments' section. Otherwise, use a different line for each different equipment item purchased. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
- 2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Typed Resourc
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
- 3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
- 4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Additional Core Capability Supported:	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash- Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	Mass Search and Rescue Operations	\$ 90,000.00	This new PPE will increase a Type Il to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	55	3	Sustain Current	Operational Coordination		\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services		\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	Infrastructure Systems	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

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	00/00/2011			00	g / igoaa				Page 143 of 219 Billable Hour Breakdown					
Proj	ect Consulting Firm & Consultant Name	Project & Description of Services	Deliverable	Solution Area	Solution Area Sub- Category	Expenditure Category	Period of Expenditure	Fee For Deliverable	Total Salary & Benefits charged for this Reporting Period	Hourly/Billing Rate	Total Project Hours			
A	XYZ and Associates	Develop a regional mass evacuation plan	Mass Evacuation Plan	Planning	Develop and Enhance Plans, Protocols & Systems	Consultant/Contrac tor Fee	2/1/14-8/1/14	50,000						
											1			

	. 06/05/2017	CC Me	Total safary & 144 of 219					
Project Employee Name		Project/Deliverable	Discipline	Solution Area	Solution Area Sub-Category	Dates of Payroll Period	Benefits charged	Total Project Hours
А	Officer J. Smith	Alliance: Planning/Validation, Training & Exercise	LE	Planning	Develop and Enhance Plans, Protocols & Systems	1/11/15- 1/24/15	3,500	80

**EXHIBIT D** 

# CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

### **AVIATION EQUIPMENT REQUEST FORM**

Hom	eland Security Grant Program FY:	Grant Number:	Cal OES ID#:
Urba	n Area Security Initiative (UASI) FY:	Grant Number:	Cal OES ID#:
Proje	ect Amount: UASI: \$	SHSGP: \$	
City/	County/Agency Name:		
1.	Indicate the type of equipment for t	his request	
	Aviation Equipment	_ Aviation Related Eq	uipment
2.	Provide a description of the area that	at will be served by the req	uested equipment.
3.	Please justify the need for the aviat that need as compared to other opti-		
4.	Please certify on signed letterhead to operate independent of the reque and certify that no expenses will be operational costs of such aviation u	sted funding. Describe the charged against the grant	active, operating aviation unit
5.	Identify the applicable goals and ob Strategy that the requested aviation		Area Homeland Security
6.	Explain how the requested aviation operational plans.	equipment fits into the Sta	ate/Urban Area's integrated
7.	Explain how this aviation equipment incident prevention and response ef		ecifically related to terrorism

Cal OES Form AVI Rev 08-01-13

# Cal OES Aviation Request Form Page Two

- 8. Please describe how this aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft.
- 9. Please describe how this aviation equipment will be utilized on a regular, non-emergency basis.
- 10. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are (a) the responsibility of the grantee or the local units of government and (b) are not allowable under this grant.

Cal OES Form AVI Rev 08-01-13

# California Governor's Office of Emergency Services

# WATERCRAFT REQUEST

Subgrant	ee Name:			
Homelan	d Security Grant Program FY	Grant Number	Cal OES ID#	
Urban Ar	rea Security Initiative (UASI) FY	Grant Number	Cal OES ID#	
Other Pro	ogram FY	Grant Number	Cal OES ID#	
Project A	amount: UASI \$	SHSP \$		
1.	Indicate the type of equipment fo	r this request (choose o	only one of the following	g).
	Watercraft	Watercraft- Related Eq	uipment	
2.	Please provide a description of the	e area that will be serve	ed by the requested equi	ipment.
	Equipment & Desc	ription	Cost	AEL number
3.	Please justify the need for the wa that need as compared to other op			
4.	Please describe the active, operat letterhead that no expenses will be such unit.	• • •	•	ation of
5.	Please identify the applicable goa Security Strategy that the request as critical asset requiring state and	ed watercraft addresses	s, and the waterway iden	ntified

Please explain how the requested watercraft fits into the State/Urban Area's integrated

operational plans and vulnerability assessment.

6.

#### California Governor's Office of Emergency Services

#### WATERCRAFT REQUEST

7.	Please describe how this watercraft will be used operationally and which response
	assets will be deployed using the requested watercraft.

- 8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.
- 9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10.	Attach letters of endorsemen	t, if applicable.		
Subm	itted by:		Date:	
	(Name)	(Signature)		

### California Governor's Office of Emergency Services

# ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST

ograntee Name:		
meland Security Grant Program FY	Grant Number	Cal OES ID#
oan Area Security Initiative (UASI) FY_	Grant Number	Cal OES ID#
ner Program FY	Grant Number	Cal OES ID#
What type of EOC does your organi following)	zation plan to establish/enha	nce? (Choose one of the
Primary EOC	Alternate/Back-up/Duplic	cate EOC
Physical address of facility:		
Describe how the establishment/enhability to prevent, plan for, respond attachment).	-	•
Identify all other sources and uses o	of additional funds assisting the	he project in any way.

- Identify anticipated homeland security grant costs to establish/enhance your organization's EOC in the table below. 5.

6.

Supplies/Equipment	AEL#	Cost
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		

	Standardized emergency management software		
	Installation of EOC items		
	Miscellaneous connections for EOC items		
	Leasing Costs <sup>2</sup> (Indicate starting and ending dates of lease and		
	explain the circumstances under which the moving or leasing costs will be incurred.)		
	Other (must provide list/description of "other" items and costs)		
	TOTAL - EOC Supplies and Equipme	ent	
7.	Explanation of "other" items:		
8.	Has your organization determined the costs are reasonable?		
Submit	ated by:	Date:	

(Signature)

7.

(Name)



OMB Control#: 1660-0115 Expiration Date: 10/31/2013 FEMA Form: 024-0-1

# DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

**Directions for completing this form:** This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. *Be advised that completion of this form does not complete the EHP review process*. You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

There is no need to complete and submit this form if the grant scope is limited to planning, management and administration, classroom-based training, tabletop exercises and functional exercises, or purchase of mobile and portable equipment where no installation is needed. Information Bulletin 345, Grant Programs Directorate Programmatic Environmental Assessment, September 1, 2010, provides details on these activities.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website:

(http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: http://www.fema.gov/plan/ehp/ehpreview/index.shtm

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@dhs.gov. Please use the subject line: EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).

#### Paperwork Burden Disclosure Notice

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Environmental and Historic Preservation Screening Form – June 2012

SECT	TION A. PROJECT INFORMATION
DHS G	Frant Award Number:
Grant	Program:
	ee
Gı	rantee POC:
M	ailing address:
	mail:
Sub gr	antee:
Su	bgrantee POC:
M	ailing address:
E-	mail:
Estima	ted cost of project:
Projec	t title:
Projec	t location (physical address or latitude-longitude):
what sp the obje	t Description. Provide a complete project description. The project description should contain a summary of pecific action is proposed, where it is proposed, how it will be implemented. Include a brief description of ectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use nal pages if necessary. If multiple sites are involved, provide the summary for each site:
SECT	TION B. PROJECT TYPE
corresp comple project	on the proposed project activities, determine which project type applies below and complete the conding sections that follow. For multi-component projects or those that may fit into multiple project types, ate the sections that best apply and fully describe all major components in the project description. If the involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) are provided. Attach additional pages to this submission, if needed.
1.	<b>Purchase of equipment.</b> Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2.	<b>Training and exercises.</b> Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.

Renovations/upgrades/modifications or physical security enhancements to existing structures. Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems;

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Environmental and Historic Preservation Screening Form – June 2012  $\,$ 

		alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4.		<b>Generator installation.</b> Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5.		<b>New construction/addition.</b> Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6.		<b>Communication towers, antennas, and related equipment.</b> Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7.		<b>Other.</b> Projects that do not fit in any of the categories listed above. Complete Section C.7.
SE	СΊ	TION C. PROJECT TYPE DETAILS
Che	eck	the box that applies to the proposed project and complete the corresponding details.
1.		<b>Purchase of equipment.</b> If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.
	a.	Specify the equipment, and the quantity of each:
	b.	Provide the Authorized Equipment List (AEL) number(s) (if known):
	c.	Complete Section D.
2.		<b>Training and exercises.</b> If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.
;	a.	Describe the scope of the proposed training or exercise (purpose, materials, and type of a activities required):
1	b.	Provide the location of the training (physical address or latitude-longitude):
•	c.	Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? For further information refer to Information Bulletin #345, <a href="http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf">http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf</a>
		If Yes, provide the name of the facility and the facility point of contact (name, telephone number, and email address):
		If No, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates):

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		Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities?
		If Yes, explain any differences between the proposed activity and Those that were approved in the past, and the reason(s) for the change in scope:
		If No, provide reference to previous exercise (e.g., FEMA grant name, number, and date):
	d.	Would any equipment or structures need to be installed to facilitate training? Yes  \[ \subseteq No
		• If Yes, complete Section D
3.		Renovations/upgrades/modifications, or physical security enhancements to existing structures.
	a.	Complete Section D.
1.		Generator installation.
	a.	Provide capacity of the generator (kW):
	b.	Identify the fuel to be used for the generator (diesel/propane/natural gas):
	c.	Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator):
	d.	Complete Section D.
5.		New construction/addition.
	a.	Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc):
	b.	Provide technical drawings or site plans of the proposed project:
	c.	Complete Section D.
<b>5</b> .		Communication towers, antennas, and related equipment.
	a.	Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment):
	b.	Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment:
	Con	applete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

Information Bulletin 351, National Historic Preservation Act Section 106 Review Requirements for Communications Facilities, January 4, 2011 has additional guidance and information on EHP requirements for communications towers. Available at: <a href="http://www.fema.gov/pdf/government/grant/bulletins/info351.pdf">http://www.fema.gov/pdf/government/grant/bulletins/info351.pdf</a>

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c.	Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:
d.	Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted:
	If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project:
e.	Would the tower be free-standing or require guy wires?
	If guy wires are required, state number of bands and the number of wires per band:
	Explain why a guyed tower is needed to meet the requirements of this project:
f.	What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)?
g.	Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating):
h.	Describe the frequency and seasonality of fog/low cloud cover:
i.	Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh:
j	. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site?
	Describe how presence/absence of bird roosts or rookeries was determined:
k.	Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable:
1.	Distance to nearest existing telecommunication tower:
m.	Have measures been incorporated for minimizing impacts to migratory birds?
	• If Yes, describe:
n.	Has a Federal Communications Commission (FCC) registration been obtained for this tower?
	If Yes, provide Registration #:
	• If No, why?
o.	Has the FCC E106 process been completed?
p.	Has the FCC Tower Construction Notification System (TCNS) process been completed?
	• If Yes, attach the environmental documentation submitted as part of the registration process including use of the Tower Construction

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		Notification System (TCNS), if applicable. FRN#:
	q.	Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)?
		• If Yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter:
	r.	Complete Section D.
7.		<b>Other.</b> Complete this section if the proposed project does not fit any of the categories above.
	a.	Provide a complete project description:
	b.	Complete Section D.
SI	ECT	TION D. PROJECT DETAILS
Co	mpl	ete all of the information requested below.
1.		Project installation
	a.	Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:
	b.	Would ground disturbance be required to complete the project or training?
		• If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):
		If Yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):
	c.	Would the equipment use the existing infrastructure for electrical distribution systems?
		• If No, describe power source and detail its installation at the site:
2.		Age of structure/building at project site
	a.	Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:
		If the building or structure involved is over 45 years old and

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Environmental and Historic Preservation Screening Form – June 2012

		significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s):	
	b.	Are there any structures or buildings that are 50 years old or older in or adjacent to the project area?	Yes No
		If yes, provide the location of the structure(s), ground-level color photographs of the sructure(s), and identify their location(s) on an aerial map:	
	c.	Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <a href="http://nrhp.focus.nps.gov">http://nrhp.focus.nps.gov</a> .	. Yes No
		If Yes, identify the name of the historic property, site and/or district and the National Register document number:	
3.		Site photographs, maps and drawings	
	a.	Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.	
		Labeled, color, ground-level photographs of the project site:	Required
		Labeled, color photograph of each location where equipment would be attached to a building or structure:	Required
		Labeled, color aerial photograph of the project site:	Required
		Labeled, color aerial photographs that show the extent of ground disturbance (if applicable):	Attached
		Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old):	Attached
	b.	Are there technical drawings or site plans available?	🗌 Yes 🗌 No
		• If yes, attach:	Attached
		Appendix A has guidance on preparing photographs for EHP review	
4.		Environmental documentation	
	a.	Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?	Yes No
		If Yes, attach documentation with this form:	Attached
	b.	Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?	Yes No
		If Yes, attach documentation with this form:	Attached
$\Omega$	MD 4	Control#, 1660 0115	

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Environmental and Historic Preservation Screening Form – June 2012

<ul> <li>If Yes, what was the decision? (Check one, and please attach):</li> <li>Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or</li> <li>Record of Decision (ROD) from an Environmental Impact Statement (EIS).</li> <li>Name of preparing agency:</li> <li>Date approved:</li> </ul>	c.	Was a NEPA document was prepared for this project?
Record of Decision (ROD) from an Environmental Impact Statement (EIS).  Name of preparing agency:		• If Yes, what was the decision? (Check one, and please attach):
Name of preparing agency:		Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or
		Record of Decision (ROD) from an Environmental Impact Statement (EIS).
Date approved:		Name of preparing agency:
		Date approved:

#### Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

#### Minimum requirements for photographs.

- 1. Photographs should be in color.
- 2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
- 3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
- 4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

#### **Best Practices**

- 1. Provide photographs in a separate file.
- 2. Place no more than 2 pictures per page.
- 3. Compressing pictures files (such as with Microsoft Picture Manager)<sup>1</sup> or saving the file in pdf format will reduce the size of the file and facilitate e-mail submissions.
- 4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
- 5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
- 6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label:  $1 \text{ of } x, 2 \text{ of } x, \dots x \text{ of } x$ .

#### **Options for Creating Photographs**

- 1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
- 2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.<sup>1</sup> Use that software to crop the image so the photo has the content necessary.
- 3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
- 4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
- 5. Insert text to label the features and to label the photograph.
- 6. Use drawing tools to identify ground-disturbing activities (if applicable).
- 7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Appendix A. Supporting Photographs for EHP Grant Submissions

#### **Example Photographs**

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.



Figure 1. Example of labeled, color aerial photograph.

#### Ground-level photographs.

The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment

Appendix A. Supporting Photographs for EHP Grant Submissions

# Ground-level photograph with equipment close-up.

Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint, this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

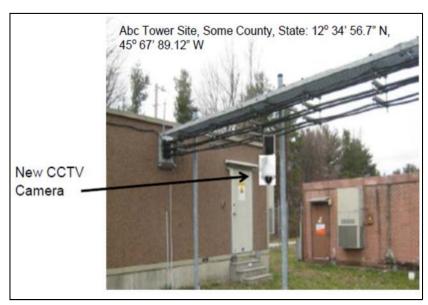


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

# Ground-level photograph with excavation area close-

up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

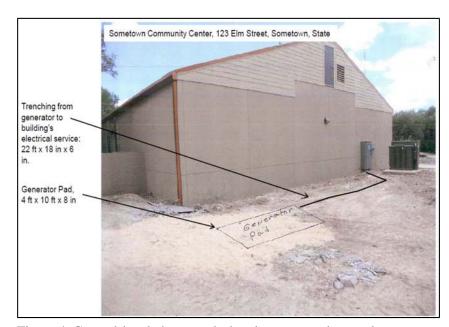


Figure 4. Ground-level photograph showing proposed ground disturbance area.

Appendix A. Supporting Photographs for EHP Grant Submissions

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

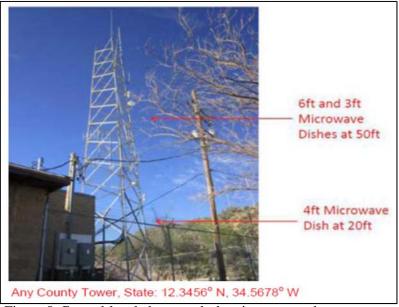


Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

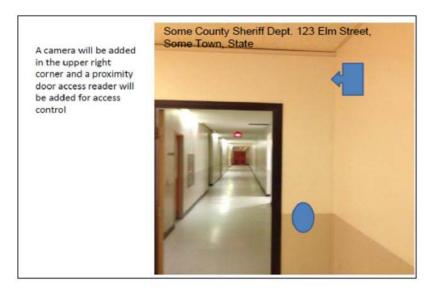


Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

<sup>&</sup>lt;sup>1</sup> Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

# CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Homeland Security Grant Program FY: Grant Number: CalOES ID#						
Subgi	rantee 1	name: Project:				
		REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION				
1.	Project name: Project Budget: \$					
2.	Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.					
3.	Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).					
4.	Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.					
	a.	Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)				
	b.	A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)				
	c.	After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)				
5.	Did your organization confirm that the contractor/vendor is not debarred or suspended?					
6.	Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?					
7.	Has your organization determined the costs are reasonable?					
8.	Please attach a copy of the cost benefit analysis prepared for this procurement.					
Subm	itted b	y Date:				

**EXHIBIT E** 

#### <u>Technology Project Standards</u>

#### 1. Virtual Port (Data System Projects)

- 1) Web-based software: system on browser technology instead of proprietary system
- 2) API or STK software integration tools- application is typically provided by the manufacturer
- 3) Exchange protocols: 128 bid encryption
- 4) Dual authentication

#### 2. Downlink Project

- 1. Ability to go non-encryptic for both receivers and transmitters
- 2. 6.5 GHz Range
- 3. High-gain antennas
- 4. Moving Pictures Expert Group (M-PEG) current standards for decoding: M-PEG 4

#### 3.SMART Classroom

- 1. 2 Mbps minimum bandwidth
- 2. Code-X Specs- minimum of C40 (2 video outputs)
- 3. Camera Specs- 1080 dpi
- 4. Firewall settings:
- 5. IT personnel required for set-up/installation

#### 4.LARCOPP

Asset Manager – Tracks personnel and equipment to shift or operational period based on availability either on duty or on overtime. Tracks all working hours and prints out overtime slips in compliance with FMAG reimbursement procedures.

Logs- Ability to create multiple logs for different ICS sections, divisions, or agencies for multiple operational periods.

Mapping – Ability to plot personnel, equipment, missions for a variety of incidents, draw perimeters, fire lines, fire progression, plume modeling etc.

Video Streamer- Ability to stream multiple videos streams from ANTARES cameras in to several locations, (EOC's mobile command post trailers).

Message Center – Ability to have private encrypted chat rooms for operators to discuss operations, FAX service to send and receive FAXs', Email groups ability to send and receive emails with attachments or send attachments on email.

ICS Forms - Ability to create ICS forms and complete EAP's/IAP's

Downlink Receiver - Ability to receive both 4.9 and 6.5 GHz downlink video

Triage App – Ability to track patients at an MCI incident both by name and location.

Tri-Korder phones - Ability to have most of the above applications on a smart phone and also the ability to use the Tri Korder phone as a GPS tracker to track personnel live on the mapping app

Re-Stat ability - to have situational awareness of all you deployed and waiting resources as well as missions

Missions – creates and tracks missions both for a pre-planned and emerging events. Ability to insert detailed instructions for personnel

Reports - Ability to print up multiple reports about personnel, missions, overtime costs.

All of these abilities are shared with all agencies participating in the LARCOPP program. There are several servers throughout the region that give us the ability to share and view everyone's incidents and information live. It also allows us to works together on a single incident allowing multiple agencies in a unified command to have the same picture of the incident. All of this information is encrypted.

#### 5. License Plate Recognition (LPR)

#### Overview:

Fixed and Mobile License Plate Recognition system should contain the following components: (a) Fixed License Plate Recognition Cameras including all necessary mounting hardware, (b) Capability to accept a network connection capable of backhauling data to city network, (c) Hardware capable of creating VPN between network connection identified in (b) and City/Agency network.

### **System Requirements:**

- System shall have the ability to capture license plates and compare them to a database detailed by the purchasing agency;
- System shall be able to perform this analysis in varied lighting and weather conditions at an accuracy level deemed suitable by the purchasing agency;
- System shall have the ability to link or share data with other LPR systems;
- The LPR system shall have the ability to be deployed in both a mobile and fixed installation based on standards set by the agency purchasing;
- The systems timekeeping shall automatically update when time changes occur (e.g., Daylight savings time) and be consistent with correct calendar dates;
- Any system selected shall allow for the purchasing agency to be the sole owner of the data;
- Data shall be compatible with standard SQL format;
- System selected shall at a minimum have the ability for a unique user sign and audit/reporting capability;
- Still imagery must be in a non-proprietary format;
- Each read shall retain the associated metadata the minimally includes:
  - o GPS location;
  - o Date;
  - o Time;
  - Source (vehicle ID/fixed identifier);
  - o Alert reason;

- System must have the ability to retain all data captured for a period set by the purchasing agencies requirements;
- The system must be industrial/commercial grade. No prototype models will be considered;

#### Hardware:

- Loss of power to any hardware shall not result in the unit requiring reprogramming;
- Sudden loss of power shall not cause the loss of data;
- All wiring shall meet industry standards applicable to the wire applications and all systems must be properly grounded using the same industry standards;
- The systems shall operate under extreme hot and cold weather conditions (20to 160 degrees Fahrenheit);
- Camera system shall capture an image of the plate and overview of the vehicle;
- Mobile systems shall support a minimum of four cameras capable of capturing license plates;
- System shall comply with the purchasing agencies' lighting standards for fixed installations;
- Cameras must operate on a filtered, regulated and short-circuit-protected power source.
- The system will be protected from damage due to input of voltage, reverse polarity, and electrical transients that may be encountered.
- Camera will need to possess sufficient internal memory such that during times of impaired network connectivity data will not be lost.
- Ruggedized exterior for camera and networking equipment
- Vibration resistant
- Rugged mounts that provide stability to all equipment

#### **Network Conditions:**

- System Network connection should be capable of sustained 250kb/s speeds.
- Human intervention shall not be required to establish/maintain the connection
- Connection should be capable of automatic reconnection in the event of power-loss or temporary issue with service provider.
- If a device is required at each network connection point, it shall be capable of encrypting data being sent back to any Agency network.

#### **Warranty and Maintenance:**

 System selected shall include a comprehensive warranty and maintenance for the maximum amount of time allowed by the grant guidelines;

### **Regional Sharing:**

Any agency using UASI/SHSG Grant Funding shall agree to enter into a standard Memorandum
of Agreement to share data between LA-LB UASI law enforcement members (to be developed
and provided prior to final grant award);

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# AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

By: Humberto Quintana, Interim Senior Planner

Richard Padilla, Assistant City Attorney

**Date:** June 5, 2017

Subject: Consideration to Adopt Urgency Ordinance No. U-1666 of the City of San

Fernando Making Findings and Establishing an Interim Moratorium Prohibiting New Accessory Dwelling Units (Currently Referred to as "Second Dwelling Units" in the Zoning Ordinance) Except Those Meeting Specified Development Standards Noted in Said Urgency Ordinance Consistent with Recently Adopted

State Law

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. U-1666 (Attachment "A") by title, "An Interim Urgency Ordinance of the City Council of the City of San Fernando, California, making findings and establishing an Interim Moratorium prohibiting New Accessory Dwelling Units (currently referred to as "Second Dwelling Units" in the Zoning Ordinance) except those meeting specified development standards noted in said Urgency Ordinance consistent with recently adopted State Law." This Ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.

#### **BACKGROUND:**

 The City has regulations that provide certain standards and parameters for property owners interested in constructing a Secondary Dwelling Unit (also referred to as Accessory Dwelling Unit, or "ADU") in areas zoned as residential. One of the purposes of these regulations is to ensure that residentially zoned areas maintain a certain density per square foot desired by the community. The allowable density in any particular zone impacts a number of other factors, including, but not limited to, parking, traffic, public safety, and impact on

COMMUNITY DEVELOPMENT DEPARTMENT

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Consideration to Adopt Urgency Ordinance No. U-1666 of the City of San Fernando Making Findings and Establishing an Interim Moratorium Prohibiting New Accessory Dwelling Units (Currently Referred to as "Second Dwelling Units" in the Zoning Ordinance) Except Those Meeting Specified Development Standards Noted in Said Urgency Ordinance Consistent with Recently Adopted State Law Page 2 of 5

infrastructure, such as wear and tear on local streets and capacity of the water and sewer systems.

- 2. Effective January 1, 2017, two new state laws (Assembly Bill 2299 (AB 2299) and Senate Bill 1069 (SB 1069)) require cities to adopt new regulations via ordinance that comply with the new restrictions related to review of new ADUs and associated development standards identified in the aforementioned State laws. The state mandated restrictions on ADUs are less strict than the restrictions the City had in place for Secondary Dwelling Units.
- 3. As of January 1, 2017, cities without existing ordinances addressing ADUs and cities with ordinances for former Second Dwelling Units must adopt a new ordinance in compliance with the new State regulations.
- 4. After January 1, 2017, cities that do not have adopted ADU regulations in compliance with these new State laws must review applications using the regulations identified in AB 2299 and SB 1069, which are less strict than the City's prior regulations and may have the effect of increasing density in residentially zoned areas while exacerbating parking, traffic, and infrastructure maintenance issues.
- 5. On February 21, 2017, staff presented an Urgency Ordinance regarding ADU regulations for City Council consideration. The City Council did not approve the Urgency Ordinance at that time as they requested additional information and directed staff to bring the issue back at a future meeting.
- 6. On May 1, 2017, the City Council created an Ad Hoc Committee to work with staff and a housing consultant to review proposed interim and permanent ADU regulations. The City Council appointed Councilmembers Joel Fajardo and Jaime Soto to the Ad Hoc Committee. Staff was directed to work with the Ad Hoc Committee to bring back an interim Ordinance for consideration by the full City Council by the meeting of June 5, 2017.
- 7. On May 15, 2017, the City Council awarded a contract to Karen Warner Associates to work with the Ad Hoc Committee and assist the City with drafting interim and permanent ADU ordinances.
- 8. The Ad Hoc Committee met on May 22, 2017 and May 31, 2017 to discuss proposed provisions of the interim ordinance.
- 9. California Government Code section 65858 authorizes the City Council to adopt an urgency ordinance for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that is in conflict with a contemplated general plan, specific plan, or

Consideration to Adopt Urgency Ordinance No. U-1666 of the City of San Fernando Making Findings and Establishing an Interim Moratorium Prohibiting New Accessory Dwelling Units (Currently Referred to as "Second Dwelling Units" in the Zoning Ordinance) Except Those Meeting Specified Development Standards Noted in Said Urgency Ordinance Consistent with Recently Adopted State Law Page 3 of 5

zoning proposal that the City Council, Planning Commission, or Community Development Department is considering or studying or intends to study within a reasonable time.

#### **ANALYSIS:**

The proposed Urgency Ordinance (Attachment "A") would designate the zoning districts within the City where new ADUs may be permitted, establish local development standards, and implement the new State requirements. It would supersede the City's current development standards for Second Dwelling Units as noted City Code Sections 106-358 and 106-359 and modify those terms as they are defined in City Code Section 106-6.

In order to comply with the new State law, staff worked with the Ad Hoc Committee to develop interim standards for City Council consideration while permanent standards are drafted. The interim regulations are proposed to be implemented as an Urgency Ordinance, which will be effective immediately. The permanent regulations to be drafted in the coming months will go through the normal process, which includes review by the Planning and Preservation Commission followed by approval by City Council. Permanent regulations would be effective thirty (30) days after City Council approval. In general, the following contrasts the major provisions of the proposed urgency Ordinance:

- 1. Under the former code, the maximum size of a second dwelling unit was 640 square feet. Under the state code, the maximum size of a second dwelling unit (aka Accessory Dwelling Unit) is up to 1,200 square feet. The proposed Urgency Ordinance would reinstate the 640 square foot maximum size.
- 2. Under the former code, applicants were required to maintain a two-car garage and provide on-site covered parking for a second dwelling unit. The state code eliminates the requirement for covered parking and may not require on-site parking at all for the second dwelling unit. The proposed Urgency Ordinance would reinstate the requirement to provide covered on-site parking for the primary residence and second dwelling unit.
- 3. Under the former code, typical setbacks required the second dwelling unit to be at least five feet from the side property line and 15 feet from the rear property line. Under the state code, the setbacks for second dwelling units could be less than five feet from the side property line and five feet from the rear property line. The proposed urgency ordinance would establish the minimum setback at 5 feet for both side and rear property lines.
- 4. Under the former code, a garage could not be converted to a second dwelling unit without replacing parking. Under the state code, garages can now be converted to second dwelling

Consideration to Adopt Urgency Ordinance No. U-1666 of the City of San Fernando Making Findings and Establishing an Interim Moratorium Prohibiting New Accessory Dwelling Units (Currently Referred to as "Second Dwelling Units" in the Zoning Ordinance) Except Those Meeting Specified Development Standards Noted in Said Urgency Ordinance Consistent with Recently Adopted State Law Page 4 of 5

units without replacing parking or complying with any code required setback. The Urgency Ordinance allows garage conversions to occur, but requires compliance with City fire, life, and safety codes while providing replacement covered on-site covered parking.

5. Lastly, under the state code, certain utility connection fees (such as water and sewer) could not be imposed by the City. Therefore, the City would not be able to recover the cost to connect these new units to the City's water and sewer infrastructure. The Urgency Ordinance seeks to reinstate utility connection fees while the City explores imposing new cost recovery fees that are proportional to the impact of the new unit.

#### Findings for a Moratorium.

The City Council must make the following finding to adopt the Interim Urgency Ordinance and it must pass by a four-fifths vote:

• There is a current and immediate threat to the public health, safety, or welfare, and the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for the use, which is required in order to comply with a zoning ordinance, would result in that threat to public health, safety, or welfare.

#### CEQA Compliance.

The proposed Urgency Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA). Based on that assessment, the proposed Urgency Ordinance has been determined to be exempt from CEQA review pursuant to State CEQA Guidelines, Article 18: Statutory Exemptions, Section 15282(h), which notes the following statutory exemption for "the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of Government Code as set forth in Section 21080.17 of the Public Resources Code."

#### **BUDGET IMPACT:**

On May 15, 2017, the City Council approved a professional service agreement with Karen Warner Associates in the amount of \$18,520 to assist the City with developing interim and permanent ADU regulations. Sufficient funds have been included in the Fiscal Year 2017-2018 Proposed Budget to fund the professional services agreement as well as City Attorney time to review ADU related ordinances.

Consideration to Adopt Urgency Ordinance No. U-1666 of the City of San Fernando Making Findings and Establishing an Interim Moratorium Prohibiting New Accessory Dwelling Units (Currently Referred to as "Second Dwelling Units" in the Zoning Ordinance) Except Those Meeting Specified Development Standards Noted in Said Urgency Ordinance Consistent with Recently Adopted State Law Page 5 of 5

#### **CONCLUSION:**

It is recommended that City Council adopt Urgency Ordinance No. U-1666 by a four-fifths vote prohibiting new ADUs except those meeting certain standards set forth in the Urgency Ordinance. In addition, it is recommended that the City Council direct staff and the City Attorney's Office to prepare a permanent ordinance regulating new ADUs consistent with recently enacted State law for consideration by the Planning and Preservation Commission and subsequently, by the City Council.

The Urgency Ordinance allows staff and the City Attorney to further study: the City's existing regulations, the changes to the development standards prescribed under current Urgency Ordinance No. U-1665 and the selection of a qualified housing consultant to prepare updated ADU regulations that meet State-mandated requirements while allowing proper vetting by the Planning and Preservation Commission and the City Council. This process will most likely require an extension of the Urgency Ordinance to facilitate the code preparation and review by the Commission and City Council in order to ensure that the City can mitigate any potential impacts to traffic flow and public safety that may arise from allowing new ADUs within the impacted residential zoning districts.

Therefore, staff in collaboration with the City Attorney's Office will undertake the following after City Council approval of the Urgency Ordinance:

- Issue a written status report to the City Council within 35 days describing the measures taken to alleviate the conditions which led to the adoption of the proposed Urgency Ordinance; and
- Notice a Public Hearing to occur within 45 days that will consider the extension of the proposed Urgency Ordinance if necessary.

#### **ATTACHMENT:**

A. Urgency Ordinance No. U-1666

#### **ATTACHMENT "A"**

#### **URGENCY ORDINANCE NO. U-1666**

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, MAKING FINDINGS AND ESTABLISHING AN INTERIM MORATORIUM PROHIBITING NEW ACCESSORY DWELLING UNITS (CURRENTLY REFERRED TO AS "SECOND DWELLING UNITS" IN THE ZONING ORDINANCE) EXCEPT THOSE MEETING SPECIFIED DEVELOPMENT STANDARDS NOTED IN SAID URGENCY ORDINANCE CONSISTENT WITH RECENTLY ADOPTED STATE LAW

**WHEREAS,** California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

**WHEREAS,** the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

**WHEREAS,** the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

**WHEREAS,** on September 27, 2016, the Governor signed SB 1069 and AB 2299 into law as part of an effort to streamline housing production; and

**WHEREAS,** the new legislation took effect January 1, 2017 and limits the ability of cities to regulate so-called "accessory dwelling units" more commonly known as "second dwelling units" or "granny flats"; and

**WHEREAS,** the new legislation requires that cities have in place an ordinance that complies with certain baseline requirements and requires cities to submit a copy of their ADU ordinance to the Department of Housing and Community Development within 60 days of its adoption; and

**WHEREAS,** on February 2, 2017 the City of San Fernando ("City") issued a Request for Proposals for a professional land use planning consulting firm to assist the City in updating its zoning ordinances, including provisions relating the regulation of accessory dwelling units; and

**WHEREAS,** the deadline for submitting proposals wass February 28, 2017 with the time period for both the award of a contract and the ultimate development of an updated ordinance potentially taking several months thereafter to complete; and

WHEREAS, while the City understands the new State legislation requires ministerial approval of ADUs going forward (and not a discretionary approval), the city wishes to balance

compliance with State law with the rights still preserved under the new legislation authorizing the City to establish certain baseline standards required to approve accessory dwelling units; and

WHEREAS, Government Code section 65858 authorizes the City Council to adopt an urgency ordinance for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council, Planning and Preservation Commission, or the Community Development Department is considering or studying or intends to study within a reasonable time; and

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

**SECTION 1.** Recitals. The above recitals are true and correct and incorporated herein by reference.

#### **SECTION 2.** Purpose, Findings, and Intent.

- A. Effective January 1, 2017, Assembly Bill 2299 ("AB 2299") and Senate Bill 1069 ("SB 1069") amended Government Code Section 65852.2 to further limit the standards cities may impose on new Accessory Dwelling Units ("ADUs") and require city ordinances to incorporate State-mandated standards for certain types of ADUs. As amended, Government Code Section 65852.2 allows the city to designate areas where new ADUs may be permitted and to establish objective standards related to parking, height, setback, lot coverage, landscaping and architectural review, which must be applied ministerially except where a property owner is seeking an exception to the adopted standards. In the absence of a State-compliant ordinance on January 1, 2017, the city's existing ADU regulations, to the extent they conflict with the new legislation, may be considered null and void pursuant to Government Code Section 65852.2(a)(4), and the city would then be required to approve any application for a new ADU that meets minimal State criteria.
- B. The City of San Fernando ("City") has issued a contract from a qualified land use planning consultants to prepare various updates to the city's zoning regulations, including provisions addressing the regulation of so-called "accessory dwelling units" (dwellings currently referred to under the San Fernando City Code as "second dwelling units"). The effort to undertake updates to zoning regulations relating to accessory dwelling units specifically will require study and analysis of the ways in which ADUs impact infrastructure, public services, parking, traffic circulation, density and a host of other land use factors. This effort will also require study and analysis of newly imposed restrictions placed on cities by the State legislature affecting the form ADU regulations may take; and the process by which ADU application requests are processed and approved.
- C. Unless the City adopts this interim urgency ordinance, the City would be required to either approve new ADUs in locations and under standards that may have severe negative impacts on the surrounding community or adopt permanent standards for the entire City

without the benefit of an inquiry and study on the appropriate locations and standards for ADUs in the City and in particular areas.

- D. The City Council finds that-property owners are likely to submit applications for new ADUs before the new regulations become effective. These applications would cause confusion and ambiguity regarding the applicability of provisions in the city's current second dwelling unit (i.e., accessory dwelling unit) regulations with potentially inconsistent and unfair results for city residents and with limited ability for the City to address impacts in a reasonable and even-handed manner through its city code. The establishment of these new ADUs has the potential to conflict with the City's permanent ADU regulations, which will be adopted in compliance with Government Code Section 65852.2 after further study of the appropriate standards and locations for ADUs in San Fernando. Accordingly, this interim urgency ordinance is necessary to protect the public safety, health, and welfare and its urgency is hereby declared.
- E. The city intends to consider the adoption of permanent regulations within a reasonable time. The Planning and Preservation Commission, the City Council, and the people of San Fernando require a reasonable, limited, yet sufficient period of time to establish permanent regulations for new ADUs. Given the time required to schedule and conduct duly noticed public hearings before the Planning and Preservation Commission and the City Council, the City Council finds that this interim urgency ordinance (hereinafter, the "Ordinance") is necessary to prevent the establishment of new ADUs with a reasonable potential to conflict with the city's permanent regulations. The City Council has the authority to adopt an Ordinance pursuant to Government Code Section 65858 in order to protect the public health, safety, or welfare.

SECTION 3. Imposition of Moratorium and Interim Regulations. In accordance with Government Code Section 65858(a), and pursuant to the findings stated herein, the City Council hereby: (1) declares that the findings and determinations in Section 1 are true and correct; (2) finds that there exists a current and immediate threat to the public health, safety, and welfare requiring this Ordinance; (3) finds that this Ordinance is necessary for the immediate preservation of the public peace, health, and safety as set forth herein; and (4) declares and imposes a temporary moratorium with interim regulations for the immediate preservation of the public health, safety, and welfare as set forth below:

- A. This Ordinance shall expire, and its standards and requirements shall terminate, forty-five (45) days after the date of adoption of this Ordinance, unless extended by the City Council at a regularly noticed public hearing, pursuant to Government Code Section 65858.
- B. Notwithstanding any other ordinance or provision of the San Fernando City Code or any specific plan, no application for a building permit or other land use entitlement shall be accepted for processing or approved for a new accessory dwelling unit ("ADU") unless it satisfies all the requirements in Section D of this Ordinance. Sections 106-358 and 106-359 of the San Fernando City Code also hereby suspended for so long as this Ordinance

- remains in place or until such time as the same are amended by new permanent regulations that comply with new State regulations.
- C. The term "ADU," for purposes of this Ordinance, shall mean an attached or a detached accessory dwelling unit the application for which a complete application was submitted to the City on or after the effective date of this Ordinance, which provides complete independent living facilities for one or more persons and includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. The term "ADU" also includes an "Efficiency Unit" as defined in Health and Safety Code Section 17958.1 and a "Manufactured Home" as defined in Health and Safety Code Section 18007. The term "ADU" captures the terms, and supersedes regulations over, "second dwelling unit" under City Code Sections 106-358 and 106-359 and any adopted development code of a specific plan.
- D. The City shall not approve an application for a new ADU unless the ADU satisfies all of the standards below. An application for a new ADU that satisfies each of the below standards shall be approved by the Community Development Director, or his or her designee, following a ministerial review for compliance.
- E. Requirements Applicable to all Accessory Dwelling Units. Except as otherwise provided under this Ordinance or under Government Code Section 65852.2 the following conditions and restrictions shall apply to any proposed ADU:
  - 1. Number of units allowed: The lot on which an ADU is constructed shall contain no more than one lawful and pre-existing single-family residence, and not more than one ADU. Upon the addition of an ADU to an R-2 or R-3 zoned parcel developed with a single-family residence, the development of any additional units on the parcel is prohibited.
  - **2. Location:** Attached and detached ADUs shall be a permitted use in within the following zones: R-1 (Single-Family Residential) Zone; R-2 (Multiple Family Dwelling) Zone; or R-3 (Multiple Family) Zone.
  - 3. Owner occupancy and restrictive covenant: One of the dwelling units on the site (either the primary unit or the ADU) shall be owner-occupied. The ADU shall not be sold separately from the primary unit. The property owner shall enter into a restrictive covenant with the city that applies to the owner and all successors in interest, in a form acceptable to the City Attorney that will be recorded on the subject property.

The restrictive covenant shall: (i) specify that the property owner must reside in either the primary dwelling unit or the ADU; (ii) expressly prohibit the rental of both units at the same time; (iii) the ADU may be rented only for terms longer than thirty (30) consecutive calendar days; (iv) the ADU may not to be sold or conveyed separately from the primary residence; (v) the property owner and all successors in interest shall maintain the ADU and the property in accordance with

all applicable ADU requirements and standards; (vi) any violation will be subject to penalties as provided Article II (General Penalties) and Article III (Administrative Penalties – Citations) of Chapter 1 (General Provisions and Penalties of the San Fernando City Code; and (vii) an future sale of residential lots with ADUs shall require, prior to the close of escrow, an inspection by the building and safety supervisor or his or her designee to assure that all on-site residential structures have been maintained in compliance with applicable zoning and building code requirements.

- **4. Rental restrictions:** The unit may be rented but may not be rented for a period of less than 31 consecutive days. ADUs which are used as rental units will be required to obtain a rental permit from the city.
- **5. Exterior access:** To maintain the single-family residential character of the neighborhood, an ADU shall not have its exterior entrance visible from the street. Additionally, no exterior stairway shall be located on the front or on any street-facing side of the ADU. No passageway shall be required in conjunction with construction of an ADU.
- **6. Separate bathroom and kitchen:** The ADU shall include one full bathroom and one kitchen, and shall not include any additional bathrooms or kitchens. The ADU shall also be limited to a maximum of one bedroom.
- 7. Health and safety standards/pre-building inspection: The ADU shall comply with all building, safety, fire and health codes, and all other applicable laws and regulations. Prior to receiving a building permit for an ADU, the city will conduct a pre-building inspection of the property for compliance with health and safety codes and verification of permitted structures. Pursuant to State law, ADUs are not required to provide fire sprinklers if sprinklers are not required for the primary dwelling unit.
- **8. Historic properties:** The architectural treatment of an ADU constructed on a lot that has an identified historical resource listed on the federal, state, and/or local register of historic places shall be reviewed to ensure compliance with the city's historic preservation ordinance.
- **9. Utility Fee Requirements:** ADUs shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.
  - (a) For ADUs created entirely within existing space, including the primary structure, attached or detached garage or other accessory structure, the city will not require the applicant to install a separate utility connection between the ADU and the utility, or impose a related connection fee or capacity charge.
  - (b) For ADUs involving new construction (detached and attached additions), the city will not require a separate utility connection but will impose a

capacity charge. Said charge will be proportionate to the burden of the proposed ADU upon the water or sewer system based upon either its size or the number of its plumbing fixtures, and will not exceed the reasonable cost of providing the water or sewer service.

#### F. Standards for Accessory Dwelling Unit Structures Created within Existing Space.

An ADU that is developed entirely within an existing space, including the primary structure, attached or detached garage or other accessory structure, shall be permitted ministerially with a building permit subject to the following standards:

- **1. Zones:** The unit shall be located in a single-family zone.
- **2. Separate entry required:** The unit shall provide independent exterior access from the primary unit.
- **3. Setbacks:** The unit shall have sufficient side and rear setbacks to meet fire safety requirements. Pursuant to State law, no setback shall be required for a lawfully constructed garage in existence prior to January 1, 2017 that is converted to an ADU
- **4. Parking:** No additional off-street parking is required, however, any parking spaces lost as a result of the conversion of existing space to an ADU shall be required to be replaced. More specifically, when a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU, the lost parking spaces must be replaced with an equal number of spaces, which may be covered, uncovered, tandem within a garage or driveway, or provided by the use of a mechanical automotive parking lift within a garage structure. To the extent locations are available on the site which minimize the visibility of parking from the street, the Director of Community Development, or his or her designee, can require parking to be located in these less invasive locations. In addition, the main single-family dwelling must meet the current number of off-street parking spaces required at the time the ADU is approved.

### G. Standards for Accessory Dwelling Unit Structures Involving new Construction (Detached and Attached Additions).

ADU developments that adhere to the following standards shall be permitted ministerially, except as explicitly set forth herein.

1. Development and design standards: All ADU developments, whether attached or detached, shall comply with all applicable zoning and development standards of the zoning district in which it will be located, including, but not limited to, standards regarding setbacks, floor area ratio standards, height, lot coverage, architectural design review, including compatibility with existing structures on the same property and in the surrounding neighborhood, except as explicitly set forth herein.

- (a) The ADU shall incorporate the same or similar architectural features, building materials and colors as the primary dwelling located on the property, and shall be designed to reasonably minimize privacy impacts. Compatibility with the existing primary structure includes coordination of colors, materials, roofing and other architectural features, and landscaping designed so that the appearance of the site remains that of a single-family residence.
- **2. Size:** (a) The total area of habitable floor space for a detached ADU shall be no less than an efficiency unit, as defined by the California Building Code, and shall not exceed 640 square feet.
  - (b) The total area of habitable floor space for an attached ADU shall not exceed the lesser of 640 square feet, or fifty percent (50%) of the primary residence's living area.
- **3. Height:** For purposes of protecting the privacy of neighboring properties, detached ADUs shall be limited to a single story located to the rear of the primary structure. In instances where the primary structure is located on the rear of the parcel, a single story ADU may be located on the front of the parcel. Second story attached ADUs shall be limited to the rear of existing two story single-family homes.
- **4. Manufactured housing:** Manufactured housing is allowed in compliance with the provisions herein. A trailer, motor vehicle or other recreational vehicle, as defined in the section 106-6 (Definitions) of Chapter 106 (Zoning) of the San Fernando City Code, may not be used as an ADU and stored or maintained as a habitable unit or livable area on a residential lot.
- 5. Parking: One off-street parking space shall be provided for the ADU, which may be provided as tandem parking on an existing driveway and shall be permitted in paved setback areas unless the Director of Community Development, or his or her designee, makes specific findings that parking in setback areas or tandem parking is not feasible based upon specific site, regional topographical, or fire and life safety conditions. To the extent locations are available on the site which minimize the visibility of parking from the street, the Director of Community Development, or his or her designee, can require parking to be located in these less invasive locations. In addition, the main single-family dwelling must meet the current number of off-street parking spaces required at the time the ADU is approved.

Pursuant to State law, no parking shall be required for an ADU in any of the following instances:

- (a) The ADU is located within one-half mile of public transit.
- (b) The ADU is located within an architecturally and historically significant historic district.

- (c) The ADU is part of the existing primary residence or an existing accessory structure.
- (d) When on-street parking permits are required but not offered to the occupant of the ADU.
- (e) When there is a car share vehicle located within one block of the ADU.
- **6. Replacement parking:** When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, the lost parking spaces must be replaced with an equal number of spaces, which may be covered, uncovered, tandem within a garage or driveway, or provided by the use of a mechanical automotive parking lift within a garage structure. To the extent locations are available on the site which minimize the visibility of parking from the street, the Director of Community Development, or his or her designee, can require parking to be located in these less invasive locations.

SECTION 4. CEQA Finding. The City Council hereby finds that this Ordinance implements the provisions of Government Code Section 65852.2 and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 15282(h).

<u>SECTION 5.</u> <u>Penalty.</u> Violation of any provision of this Ordinance shall constitute a misdemeanor and a civil violation subject to the penalties provided for under Article II (General Penalties) and Article III (Administrative Penalties – Citations) of Chapter 1 (General Provisions and Penalties of the San Fernando City Code. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

**SECTION 8.** Effective Date. If adopted by at least four-fifths vote of the City Council, this Ordinance shall be effective commencing immediately.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at a special meeting on this 5<sup>th</sup> day of June 2017.

ATTEST:	Sylvia Ballin, Mayor
Elena G. Chávez, City Clerk	
APPROVED AS TO FORM:	
Rick R. Olivarez, City Attorney	
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) SS. )
	the City of San Fernando, do hereby certify that the sted at a regular meeting of the City Council held on the variety that the following roll call vote:
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
Elena G. Chávez, City Clerk	

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### AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manger

By: Humberto Quintana, Acting Senior Planner

**Date:** June 5, 2017

**Subject:** Overview of the Regional Housing Needs Assessment

#### **RECOMMENDATION:**

It is recommended that the City Council receive and file a presentation from staff regarding the Regional Housing Needs Assessment (RHNA).

#### **BACKGROUND:**

- 1. In 1980, California State Housing Law required regional Councils of Government in California to determine the projected housing needs for persons of all income levels, which is referred to as the Regional Housing Needs Assessment (RHNA). The RHNA process is intended to address housing needs for projected state population and housing growth so as to create a better balance of jobs and housing in communities and to ensure the availability of affordable units for all income groups.
- 2. The RHNA calculation is performed as part of the Housing Element and General Plan updates and quantifies the need for housing by income group within each jurisdiction during a specific planning period.
- 3. The regional Council of Governments (COG), specifically the Southern California Association of Governments (SCAG), is required under State Law to determine the projected housing needs for its respective region. SCAG's region encompasses the following six counties: Los Angeles, Orange, Ventura, San Bernardino, Riverside and Imperial.
- 4. RHNA is quantified by two measures: 1) existing need for housing, and 2) the future need for housing. Existing need for housing is determined by analyzing census data to determine which housing market is not meeting the needs of the residents. That number is derived by the number of low-income households paying more than 30% of their income for housing and by overcrowding of housing units. The assessment for the future need of housing is determined by SCAG's growth forecast and the public participation process. The growth forecast is determined by the following: young adult moving out of a parent's

COMMUNITY DEVELOPMENT DEPARTMENT

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#### Overview of the Regional Housing Needs Assessment (RHNA)

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home or family moving into a community for employment. Each jurisdiction must allocate its "fair share" of the region's affordable housing needs.

5. The State's Housing Element Law, which requires local jurisdictions to plan for their share of existing and projected population growth through their Housing Element and General Plan updates, are enforced by The California Department of Housing and Community Development (HCD) who ultimately certifies each jurisdictions Housing Element. State law requires that each Housing Element to be updated periodically. The cycle for updating a Housing Element varies from five to ten years. A new RHNA is evaluated for each jurisdiction at every Housing Element cycle. The past cycles have been as followed:

First cycle: 1980-1990 (ten-year cycle)

• Second cycle: 1988-1995 (seven-year cycle – contains overlap with previous cycle)

• Third cycle: 1999-2006 (seven-year cycle)

• Fourth cycle: 2007-2014 (seven-year cycle)

• Fifth (current) cycle: 2014-2022 (eight-year cycle).

- 6. The State's Housing Element Law mandates that each jurisdiction provide sufficient land to accommodate a variety of housing opportunities for all economic segments of the community. Thus requiring a jurisdiction to provide adequate density and appropriate development standards to accommodate the RHNA.
- 7. Failure to have a legally compliant Housing Element certified by California HCD can lead to consequences such as limited access to State Funding, carryover of unfulfilled housing allocation and lawsuits from developers and housing advocates.
- 8. Currently, cities are only required to provide adequate zoning to allow for the development of additional housing needs identified by RHNA. There are no significant penalties for failure to build enough housing units to meet RHNA targets. However, there have been recent efforts, specifically AB 1350 (Friedman), to implement penalties if cities do not meet RHNA targets. AB 1350 (currently in the Legislative Committee) would impose penalties on cities that do not meet at least one-third of the number of units identified in their Housing Element. The penalty would be the lesser of one-third of the annual property tax increment allocated to the city or county for the 2018–19 fiscal year to the 2020–21 fiscal year, or one-third of the annual sales price for a single-family home in the noncompliant city or county multiplied by the number of low-income and very low income units that would have met at least one-third of the noncompliant city's or county's share of the regional housing need during its current housing element planning period.
- 9. On May 1, 2017, staff presented a discussion of Accessory Dwelling Unit (ADU) regulations for City Council consideration. During the presentation, a question was posed regarding the

#### Overview of the Regional Housing Needs Assessment (RHNA)

Page 3 of 4

City's RHNA targets and the extent to which Accessory Dwelling Units may be used to meet RHNA targets.

#### **ANALYSIS:**

Currently, the state is in the Fifth cycle of the required Housing Element updates. The Fifth cycle is an eight-year cycle covering the period 2014 – 2021. SCAG has allocated a total of 217 units to be constructed in the City of San Fernando to meet current and forecasted demand. The table below provides a break down based on household income categories type:

Very Low*	Low	Moderate	<b>Above Moderate</b>	Total
55	32	35	95	217
25.3%	14.8%	16.1%	43.8%	100.0%

<sup>\*</sup>Includes extremely-low households (Source: SCAG)

The household income categories types are dependent on a calculation based on the county area median income. According to the California HCD, the Los Angeles County Median Income is \$64,800. The table below illustrates how household income categories are calculated:

Income Category	% County Area Median	Los Angeles County
	Income (AMI)	
Extremely Low	0-30% AMI	\$0 - \$19,400
Very Low	0-50% AMI	\$0 - \$32,400
Low	51-80% AMI	\$32,401 - \$51,840
Moderate	81-120% AMI	\$51,841 - \$77,760
Above Moderate	120%+ AMI	\$77,761+

(Source: California Health and Safety Code)

To date, during the Fifth Housing Element Cycle, the City of San Fernando has reached 37.7% of the required housing as indicated in the RHNA (82 of 217). However, when adding in the number of units that have been entitled, the City is well in excess of the total number of units required by RHNA. The table below provides a breakdown of the housing activity applicable to RHNA:

	Very Low*	Low	Moderate	Above	Total
				Moderate	
Constructed since 2014	1	32	32	17	82
Entitled projects to be	0	105	1	15	117
constructed	U	185	1	15	117
PROJECTED TOTAL:	1	217	33	32	283
Projected % of RHNA	1.8%	678.1%	94.2%	33.6%	130.4%
Target:	1.0%	078.1%	94.2%	33.0%	130.4%

#### Overview of the Regional Housing Needs Assessment (RHNA)

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The extent to which Accessory Dwelling Units may be used to meet RHNA targets is limited to a certain household income categories type. The ADU can be utilized for the moderate household income category. Household income categories such as; very low and low require certain covenants, conditions and restrictions to be recorded against the property to insure the designation and retention of affordable units are guaranteed for a specific period of frame.

#### **BUDGET IMPACT:**

There is minimal budget impact associated with presentation of this information.

#### **CONCLUSION:**

There is a severe housing shortage in California that has greatly impacted affordability and left an increasing number of Californians homeless and under-housed. The state legislature has been focusing more on housing by eroding local zoning regulatory powers (e.g., recent state Accessory Dwelling Unit laws). There may be increased efforts in the coming years to force local approval for construction of additional housing through fines or loss of regulatory power for failure to reach RHNA targets. As noted above, the City of San Fernando has adequately met the low and moderate income RHNA housing targets.



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### AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

By: Anthony Vairo, Police Chief Pete Aguirre, Police Sergeant

**Date:** June 5, 2017

**Subject:** Consideration to Establish a San Fernando Police Department Clergy Council

#### **RECOMMENDATION:**

It is recommended that the City Council:

a: Review and discuss the proposed Clergy Council Guidelines and;

b: Provide direction as necessary.

#### **BACKGROUND**

- Many police agencies throughout the country have formed Clergy Councils to improve community relations. Clergy Councils are instrumental in reaching communities that may harbor reservations about law enforcement. Clergy Councils are an important piece of an effective community policing program as they provide a forum for safe and productive dialogue related to contentious issues or community concerns that have a wide spread impact.
- 2. In 2013, Vice Mayor Joel Fajardo reached out to the SFPD and Pastor Rudy Trujillo to discuss implementing a Clergy Council and Department chaplain.
- 3. In 2014, Vice Mayor Fajardo initiated contact with over 20 local clergy to begin exploring the possibility of forming a Clergy Council. At least four clergy members expressed interest in forming a Clergy Council, in addition to two or three more identified by Pastor Rudy Trujillo. Vice Mayor Fajardo and the SFPD also interviewed candidates for a Department chaplain, but none were determined to be the right fit for the Department at the time.
- 4. In 2015, Vice Mayor Fajardo discussed his findings with former City Manager Brian Saeki, and the Clergy Council was briefly mentioned at a number of City Council meetings. Vice Mayor Fajardo and Mr. Saeki agreed to present a discussion of the Clergy Council after it was discussed with the SFPD and if any financial impacts were determined.

POLICE DEPARTMENT

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### Consideration to Establish a San Fernando Police Department Clergy Council

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5. In 2016, SFPD staff reached out to the Area C Clergy Council as well as a local pastor with the goal of reinvigorating the project.

#### **ANALYSIS:**

In its ongoing effort to effectively and consistently maintain a positive relationship with the community it serves, the SFPD has begun reaching out to local clergy members to solicit interest in the formation and implementation of a Clergy Council. The Clergy Council would serve:

- 1. To better facilitate trust and open dialogue between the SFPD and the community;
- 2. To provide a resource for individual members of the SFPD who desire spiritual and emotional support from clergy members on the Clergy Council; and
- 3. To provide an additional channel of communication for the SFPD to inform the community of crime trends, alerts and safety tips.

To identify local clergy members and places of worship that can be made available in the event of large planned events, emergencies, catastrophes and natural disasters, SFPD staff met with clergy members from different Places of Worship in the City of San Fernando to discuss the proposed Clergy Council and receive feedback. SFPD staff also obtained the Clergy Council Guidelines from the Los Angeles Police Department to utilize as a reference. Staff used that feedback to develop the proposed Clergy Council Guidelines (Attachment "A").

Some of the key components of the Clergy Council Guidelines are as follows:

- Recognize and respect all individual faiths and denominations while maintaining a nondenominational foundation for the Clergy Council and its activities.
- Keep the Clergy Council substantially free of political involvement while still seeing to the needs of its members and the community at large.
- Take an inclusive approach to member selection, thus providing a large pool of prospective members who understand and accept the proposed Clergy Council Guidelines.
- Encourage the Clergy Council to self-govern within the scope of its proposed guidelines while maintaining oversight through the office of the Police Chief.

#### Consideration to Establish a San Fernando Police Department Clergy Council

Page 3 of 3

#### **BUDGET IMPACT:**

There will be minimal budgetary impact as a result of the formation and continuous operation of the Clergy Council. All clergy members are asked to join with the understanding that no compensation will be provided. Further, members of the SFPD will participate in Clergy Council meetings and activities during regularly scheduled hours and will not incur overtime.

#### **CONCLUSION:**

The proposed Clergy Council Guidelines will serve as the foundation for establishing a successful Clergy Council. Establishment of a successful Clergy Council will benefit the City, the San Fernando Police Department, and citizens as it will serve as a key component to an effective community policing effort.

#### **ATTACHMENT:**

A. Clergy Council Guidelines

#### **ATTACHMENT "A"**

# San Fernando Police Department Clergy Council Guidelines

SFPD Clergy Council 910 First Street San Fernando, California 91340

#### **ARTICLE I. Mission Statement**

The San Fernando Police Department Clergy Council exists to provide spiritual, ethical, and emotional support and encouragement to the members of the San Fernando Police Department. In addition, it provides a channel of communication by which the community and the Department can better relate to one another, with the goal of fostering understanding, community involvement, and mutual respect.

#### **ARTICLE II. Structure**

- A. At any time as is deemed necessary, the Chief of Police may choose to appoint Officers of the Council to oversee its regular activities. These Officers may be appointed by the Chief at his/her discretion or may be elected by a majority vote of the members of the Council.
- B. The Officers of the Council shall generally consist of the President, Vice President, and Secretary. These officers shall constitute the Executive Board. Any member in good standing may be elected or appointed to a seat on the Executive Board if said seat becomes vacant prior to a regularly scheduled election.
- C. At such a time as the Chief of Police deems necessary, additional positions may be created by appointment or by majority vote of members in good standing.

#### **ARTICLE III. Meetings**

- A. Meetings shall be called by the Chief of Police or his/her designee. The date, time and location of subsequent meetings are to be announced prior to the close of each meeting. Generally, these meetings will take place bi-monthly, (every two months) and will be held at the San Fernando Police facility.
- B. In case of extreme emergency or inconvenience for the Council, the Chief of Police may designate a Special Meeting to be held outside of the regular meeting schedule.



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### AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, Interim City Manager

By: Kenneth Jones, Management Analyst

**Date:** June 5, 2017

Subject: Consideration of Participation in Southern California Edison Street Light

**Acquisition Program** 

#### **RECOMMENDATION:**

It is recommended that the City Council:

a. Review and discuss the Southern California Edison Street Light Acquisition Program and;

b. Provide direction regarding the City's participation in the program.

#### **BACKGROUND:**

- 1. There are approximately 1,729 streetlights in the City of San Fernando. Of those, 1,304 are owned and maintained by Southern California Edison (SCE). The remaining streetlights (approximately 425) are paid through a Landscaping and Lighting Assessment District (LLAD), which has been in effect in the City since FY 1981-1982.
- 2. In 2013, SCE implemented the Street Light Acquisition Program that allowed cities to buy certain LS-1 streetlights in their jurisdiction. Once purchased, the rate for the street lights would be converted to LS-2, which is a lower cost rate structure.
- 3. In June 2015, SCE notified cities that the Streetlight Acquisition Program was being discontinued effective August 15, 2015. SCE allowed cities that requested valuation prior to August 15, 2015 and received their valuation reports after August 15, 2015, one year (365 days) from the date that the valuation report was provided to complete and execute a sales agreement with SCE.
- 4. The City submitted required paperwork and paid the valuation fee of \$10,000 to SCE to conduct a valuation of the system and provide a cost to purchase the lights/poles prior to the August 15, 2015 deadline.

PUBLIC WORKS DEPARTMENT

### **Consideration of Participation in Southern California Edison Street Light Acquisition Program**Page 2 of 5

- 5. On June 9, 2016, the City was presented with a Streetlight Valuation that outlined the number and type of poles and the cost to purchase eligible street lights from SCE (Attachment "A").
- 6. The deadline for the City to move forward and sign an agreement with SCE to purchase the eligible streetlights is June 9, 2017.

#### **ANALYSIS:**

#### Overview

SCE owns more than 80% of all streetlights in its service territory, which includes the City of San Fernando. Of the 1,729 streetlights in San Fernando, 1,304 (75%) are owned by SCE (Attachment "A"). Of the 1,304 SCE owned streetlights, 621 are considered sellable. The "non-sellable" streetlights are ineligible to be purchased because they are attached to SCE-owned distribution poles, standalone poles with secondary/service and guy attachments, or have equipment from telecom, wireless, or cable television providers.

The majority of the poles in San Fernando are fixed with non-energy efficient High Pressure Sodium (HPS) lights. HPS is the most common light source and makes up the majority of existing systems in southern California.

If the City purchases the sellable streetlights from SCE, it would be fully responsible for all future maintenance, operation, and replacement costs (including poles and lamps).

#### Estimated Annual Savings

SCE charges a "Facilities" rate for all LS-1 poles of approximately \$8.77 per pole per month to cover maintenance and replacements. The exact cost per pole is dependent on wattage and type of bulb, but generally ranges from \$8.35 to \$9.15 per pole per month. The "Facilities" rate in the LS-2 program is a flat \$2.29 per pole per month regardless of wattage and type of bulb. The average savings between the LS-1 program and the LS-2 program is \$6.48 per pole per month. Therefore, the estimated annual savings if the City purchased all 621 sellable poles is \$48,300.

#### Initial Investment

Based on the Streetlight System Valuation (Attachment "A"), there are approximately 621 streetlights available for purchase from SCE at a total purchase cost of \$249,618. This would be an upfront cost unless City considered financing options for purchasing of poles. If the City amortizes the cost over 10 years the payment would be at least \$25,000 per year.

#### **Annual Maintenance Costs**

HPS technology is quite limited compared to today's standards and, with an average life of approximately 12,000 - 24,000 operational hours, HPS lamps require replacement every three

### **Consideration of Participation in Southern California Edison Street Light Acquisition Program** Page 3 of 5

to six years, the ballasts need to be replaced about every seven years, and the entire fixture is typically about every ten years. Based on an average maintenance cost of \$40 per HPS per year in other California agencies, plus contingencies for deteriorated or damaged poles and other lighting components, including conduit, mast arms, and luminaires, the annual maintenance cost is estimated to be approximately \$25,000 per year.

#### Street Pole Replacement Cost

If the City purchases the streetlight system, it will be required to replace all streetlight poles and lamps when they are damaged or have exceeded their useful life and are no longer safe. The City has a relatively old system with 72% of the street poles being more than 37 years old and 35% being more than 57 years old. If the City were to purchase the streetlight system, funding must be set aside on an annual basis to fund pole replacements.

The current cost to replace a street pole is approximately \$6,000 per pole. The total cost to replace all 621 poles is approximately \$3.7 million. Considering the age of the current inventory of poles, it can be reasonably assumed that all of the poles will most likely need to be replaced within the next 50 years. Therefore, the City should set aside approximately \$74,500 per year (i.e. \$3.7 million amortized over 50 years) to fund current and future pole replacements.

The table below summarizes the annual savings and costs associated with purchasing the street lights system:

Description	Savings (Cost)	Comment
Annual savings by purchasing street lights	\$48,300	Avg. savings of \$6.48 per pole per month between LS-1 and LS-2 Facility Charges
Annual maintenance cost for 621 poles	(\$25,000)	Additional maintenance costs @ \$40 per HPS fixture per year
Annual set-aside for pole replacement	(\$74,500)	\$6,000 per pole amortized over 50 years
Annual Operating Savings (Cost) w/o System Purchase Cost	(\$51,200)	Savings of \$48,300 minus total Equipment Replacement & Maintenance of \$99,500
Annual Financing Cost – System Purchase	(\$25,000)	On-bill financing through SCE: \$250k/10 years @ 0%
Annual Operating Savings (Cost) with System Purchase Cost	(\$76,200)	

### **Consideration of Participation in Southern California Edison Street Light Acquisition Program**Page 4 of 5

#### Existing Landscape & Lighting District

The City currently has a Lighting & Landscaping Assessment District that is levied upon property owners in the City to cover the cost of all the City-owned streetlights (approximately 425 streetlights). The City is levying the maximum rate approved by property owners in 2003, which is \$0.2262 per assessable foot for District-wide Lighting (Street Intersection Safety Lighting) and \$0.4477 per adjusted foot for Local Lighting (Street Lights and Alley Lights). This levy raises approximately \$330,000 per year to pay for City owned streetlights; however, the cost to maintain the streetlights in the district is approximately \$400,000 per year. Consequently, the General Fund subsidizes approximately \$70,000 for the cost to maintain and operate the 425 City-owned streetlights.

It should be noted that the City contracts with Seimens for maintenance of City-owned streetlights. The annual cost of that contract is approximately \$17,000 for 425 streetlights, or \$40 per streetlight per year.

#### Cost-benefit of Streetlight Acquisition Program

The benefit of purchasing the streetlight system from SCE includes more local control and flexibility over the maintenance and use of the streetlight poles. There have been many interesting "smart-cities" initiatives involving the use of streetlights and streetlight poles over the last few years, including installation of smart streetlights that dim when not in use, integrated streetlight networking, leasing poles to telecomm carriers, increasing Wi-Fi connectivity, adding street cameras and other "smart" technology, etc. However, there is a substantial initial investment required for all of the aforementioned uses for streetlight poles.

There will be a net annual cost associated with purchasing the streetlights from SCE and the long-term benefits, if any, are uncertain.

#### LS-1 Option E (AB 719 Tariff)

On July 1, 2015, as required by California Assembly Bill 719 (Hernandez) signed by Governor Brown on October 7, 2013, SCE filed an AB 719 implementation plan with the CPUC. The law requires the state's major investor-owned utilities to offer a tariff by July 1, 2015 that funds energy efficiency improvements to utility-owned streetlights.

SCE offers the LS-1 Option E program as an alternative to realize long-term savings without purchasing the streetlight system. The LS-1 Option E program (approved by the CPUC in June 2016) allows customers to ask SCE to replace current technology High Pressure Sodium SCE owned (LS-1) street lights with LED technology. There is no up-front cost to the customer and built into the rate is a recovery mechanism that recovers the cost of the first light and installation (about \$320 per light), which is spread over 20 years. The energy savings is greater than the recovery mechanism so the customer sees a net savings on the bill each month and receives the benefit of new LED fixtures (with the only exception being 50 watt HPS lights that do not yield a savings when replaced). The energy efficiency incentive is also applicable and

### **Consideration of Participation in Southern California Edison Street Light Acquisition Program** Page 5 of 5

available to customers as well which averages about \$70 per light replaced. There is some question about the future of the incentive in 2018 and beyond so there is no guarantee that incentives will be available in the future.

In this program, SCE maintains ownership of streetlights and requires the cities to enter into an agreement with SCE to lock in the LS-1 E rate on invoices for 20 years.

#### Discussion

San Fernando has three options available with respect to the 621 SCE-owned "sellable" streetlights within the City:

- 1. Do nothing and maintain the existing rate structure;
- 2. Purchase the SCE-owned lights/poles and maintain the existing HPS lights (Streetlight Acquisition Program);
- 3. Covert to the LS-1 Option E Rate wherein SCE retains ownership of lights/poles (LS-1 Option E Program).

#### **BUDGET IMPACT:**

There is no additional budget impact associated with taking no action and forgoing the streetlight Acquisition Program. The annual fiscal impact associated with acquiring the sellable streetlights from SCE is estimated to be in excess of \$50,000 per year. The City may experience some savings by participating in LS-1 Option E. However, more information is needed and, if directed, will be provided at a future City Council meeting.

#### **CONCLUSION:**

Due to the immediate and significant financial commitment necessary to take part in the streetlight acquisition program and uncertainty related to long term benefits, staff recommends forgoing the Acquisition Program and gathering additional information on the LS-1 Option E program for future consideration by City Council.

#### **ATTACHMENT:**

A. SCE Valuation Report

## The City of San Fernando LS-1 Streetlight System Valuation

June 9, 2016

#### **Overview of the Total LS-1 Streetlight System**

Туре	Qty	Туре	Overhead	Underground
Non-Wood	605	46%	471	134
Wood	699	54%	699	0
_	1,304	100%	1,170	134
			90%	10%
1950-1959	453	35%		
1960-1969	193	15%		
1970-1979	293	22%		
1980-1989	149	11%		
1990-1999	54	4%		
2000-2009	67	5%		
2010-present	95	7%		

#### Valuation of the Sellable LS-1 Streetlight System

		1
Total:	621	\$181,279
* Wood	22	\$20,596
Steel	442	\$87,740
Marbelite (Concrete)	157	\$72,943
	Qty	RCNLD

Ad Hoc Replacements \$45,927
Additional Asset Components \$3,781

Subtotal \$230,988

Severance Cost \$18,630

Valuation Price \$249,618

Ad Hoc Replacements represent poles replaced without developer's contribution

Additional asset components relevant to the sale (i.e. additional fixtures, insulators, down guys, etc.)

Severance Cost is the cost to transfer ownership of the asset

<sup>\*</sup>Note: 3% of Wood Poles are sellable (streetlights attached to distribution poles are excluded)



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### AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

By: Sonia Gomez-Garcia, Interim Finance Director

**Date:** June 5, 2017

**Subject:** Fiscal Year 2017-2018 Budget Study Session No. 3

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Review and discuss the Fiscal Year (FY) 2017-2018 Proposed Budget;
- b. Provide direction regarding Special Event fee waivers; and
- c. Provide additional direction as necessary.

#### **BACKGROUND:**

- On February 21, 2017, the City Council was presented the FY 2015-2016 final audited financials, FY 2016-2017 Mid-year Budget Update, and FY 2017-2018 Budget Outlook. This marked the kick-off of the FY 2017-2018 Budget season.
- 2. During the months of March and April 2017, the Finance Department and Interim City Manager met with each Department to develop the FY 2017-2018 Proposed Budget, which includes revenues and expenditures for the General Fund, Enterprise Funds, and all Special Revenue Funds.
- 3. On April 17, 2017, City Council was presented the prior years' City-wide Strategic Goals and City Council Priorities and staff discussed the work program for FY 2017-2018.
- 4. On May 11, 2017, staff issued the FY 2017-2018 Proposed Budget to the City Council and posted it on the City's website as part of the agenda packet. Click on the link below: <a href="http://ci.san-fernando.ca.us/our-city/finance/financial-documents/#1478028433267-4fceecc0-1f89">http://ci.san-fernando.ca.us/our-city/finance/financial-documents/#1478028433267-4fceecc0-1f89</a>

FINANCE DEPARTMENT

#### Fiscal Year 2017-2018 Budget Study Session No. 3

Page 2 of 4

- 5. On May 15, 2017, the City Council held Budget Study Session No. 1 to present an overview of the Proposed FY 2017-2018 Budget and discuss each Department's Operating Budget.
- 6. On May 22, 2017, the City Council held Budget Study Session No. 2 to provide an update on FY 2016-2017 Capital Improvement Projects, review and discuss the proposed FY 2017-2018 Capital Improvement Program, review and discuss the proposed FY 2017-2018 Special Funds, and provide follow up information requested during Budget Study Session No. 1.

#### **ANALYSIS:**

The primary focus of Budget Study Session No. 3 is to provide the City Council with additional information on follow up items that were identified during the prior two Budget Study Sessions for possible inclusion in the upcoming budget, which is outlined below.

#### Special Event Fee Waiver

On May 22, 2017, staff recommended the appropriation of \$20,000 to be used toward Special Event fee waivers for FY 2017-2018, with a maximum fee waiver of \$5,000 per event. Included in the recommendation was the option for City Councilmembers to supplement the maximum special event fee waiver of \$5,000 by committing all or a portion of their Community Investment Funds.

During the discussion, the City Council requested the establishment of a fee waiver criteria (Attachment "B") to be presented at the scheduled Budget Study Session No. 3 with additional options for disbursement of the appropriated \$20,000. The following disbursement options include:

- 1. Each Councilmember receives an appropriation of \$4,000 for special event fee waivers to award at their discretion.
- 2. City Council considers each fee waiver request on a first-come, first-served basis and will award fee waivers, not-to-exceed \$5,000 per event, until the full \$20,000 appropriation is exhausted. All prospective awardees will be required to submit a fee waiver application (Attachment "B").
- 3. City Council considers all fee waiver requests at the beginning of the fiscal year and will award up to \$20,000 in fee waivers, not-to-exceed \$5,000 per event. All prospective awardees will be required to submit a fee waiver application by July 31, 2017. Based on those applications, staff will bring back recommended fee waivers for FY 2017-2018 by the end of August 2017.

#### Fiscal Year 2017-2018 Budget Study Session No. 3

Page 3 of 4

#### Proposition A – Transportation Funds (Pages 193 – 194 of Proposed Budget)

Councilmember Buses

On May 22, 2017, staff provided an update to the City Council pertaining to the Proposition A funds that appropriates \$5,000 for each Councilmember that allows them to order as many buses as could be accommodated within their appropriation.

Staff informed the City Council that during development of the FY 2017-2018 budget, it was apparent that currently there are not sufficient Proposition A funds to accommodate an appropriation of \$5,000 per City Councilmember and fully fund the trolley system, dial-a-ride program, and MTA bus pass subsidy.

During the discussion, the City Council asked staff to review the proposed appropriation and to consider reducing the appropriation to \$2,500 or \$3,000 per Councilmember. Therefore, after further review staff recommends reducing each Councilmember appropriation from \$25,000 to \$12,500 or \$2,500 per City Councilmember. Additionally, staff recommends appropriating \$2,500 to supplement the Dial-a-ride program by establishing a tax-cab voucher and/or rideshare partnership program.

#### Holiday Lighting and Electrical Upgrades

During Study Session No. 2, a few Councilmembers expressed a desire to extend the holiday lighting and electrical upgrades that were installed in FY 2016-2017 through Glenoaks and, if possible, through the Maclay Gateway Streetscape, prior to December 2017. It was also stated that in (FY 2018-2019), the City Council would like to extend the Holiday Lighting to the San Fernando Downtown Area and also within the Tree Lighting location.

Staff is recommending including an appropriation of \$25,000 to be used towards the continuation of the holiday lighting and electrical upgrades. Staff is fairly confident that upgrades will be achievable prior to December 2017.

#### Other Changes to Proposed Budget

Subsequent to Budget Study Session No. 1 and 2, there have been a few minor adjustments to the Proposed Budget (Attachment "A"). The adjustments are primarily the result of information received by staff after printing the proposed budget and making adjustments to some special revenue funds to ensure positive fund balances.

#### **BUDGET IMPACT:**

The total Proposed Budget for all funds is approximately \$41.561 million. The Proposed General Fund budget is \$18.970 million. In accordance with the City's Budget Policy, the FY 2017-2018 Proposed General Fund Budget represents a balance budget, with General Fund

#### Fiscal Year 2017-2018 Budget Study Session No. 3

Page 4 of 4

revenues of \$19.354 million and expenditures of \$18.970 million estimating a surplus of \$383,990.

The estimated cost for the additional items not included in the Proposed Budget are below:

#### Special Event Fee Waiver:

Approximately \$20,000 (General Fund)

#### Holiday Lighting & Electrical Upgrades:

Approximately \$25,000 (General Fund)

After accounting for the additional cost for the items above, the Proposed Budget surplus will be \$338,990.

#### **CONCLUSION:**

The objective of the FY 2017-2018 Proposed Budget is three-fold: 1) reduce the operating budget deficit; 2) reduce the General Fund deficit fund balance; and 3) fund critical one-time needs to upgrade the City's infrastructure. With Measure A expiring in three (3) years, staff's focus is to reduce the General Fund's annual operating deficit and deficit fund balance as quickly as possible while balancing the need for critical infrastructure upgrades to the City's technology, streets, sewer system, and water system.

Staff is seeking City Council's direction regarding additional items, if any, to include in the FY 2017-2018 Proposed Budget.

#### **ATTACHMENTS:**

- A. Changes to Proposed Budget
- B. DRAFT Special Event Applicant Fee Waiver Guidelines and Application

#### City of San Fernando Adjustments to Proposed Budget Fiscal Year 2017-2018

**Ending Fund Balance:** 

Attachment "A"

Paginning Fund Palance		1 - GENERAL FUN		
Beginning Fund Balance:			(2,910,911)	
Proposed Revenue Total	0	Davide	19,354,177	
Account - Description N/A	Proposed Estimate -	Revised Estimate -	Change -	
Total Revenue Adjustments	-	-	-	=
Revised Revenue Total			19,354,177	
Proposed Expenditure Total			18,970,187	
Account - Description	Proposed Appropriation 10,000	Revised Appropriation 35,000	Difference 25,000	To continue the holiday lighting and electrical upgrades along Maclay and Tree
001-190-0000-4300 Department Supplies 001-190-0000-4430 Activities & Programs	-	20,000	20,000	Lighting location. One-time. Special Event Fee Waivers
Total Expenditure Adjustments	10,000	55,000	45,000	=
Revised Expenditure Total Operating Surplus(Deficit)			19,015,187 338,990	
Ending Fund Balance:			(2,571,921)	
	0	10 - GRANT FUNI	)	
Beginning Fund Balance:			13,567	
Proposed Revenue Total			-	
Account - Description	Proposed Estimate	Revised Estimate	Change	UASI Grant Program award for ballistic
010-3696-3622 UASI 2016	-	20,600	20,600	helmets and tactical medical kits.
Total Revenue Adjustments	-	20,600	20,600	=
Revised Revenue Total			20,600	
Proposed Expenditure Total			-	
	Proposed	Revised Appropriation	Difference	
Account - Description	Appropriation			LIACI Cropt Drogram for 1 11111
	Appropriation -	20,600	20,600	UASI Grant Program award for ballistic helmets and tactical medical kits.
Account - Description  010-220-3622-4500 CAPITAL EQUIPMENT  Total Expenditure Adjustments	Appropriation - -	20,600	20,600 - 20,600	helmets and tactical medical kits.

13,567

#### City of San Fernando Adjustments to Proposed Budget Fiscal Year 2017-2018

Attachment "A"

	024	- MEASURE M FU	IND	
Beginning Fund Balance:			-	
Proposed Revenue Total			_	
	Proposed	Revised		
Account - Description	Estimate	Estimate	Change	
024-3210-0000 Sales and Use Tax	-	305,617	305,617	To appropriate Measure M Local Return Fund
Total Revenue Adjustments	-	305,617	305,617	=
Revised Revenue Total			305,617	
Proposed Expenditure Total			-	
	Proposed	Revised	2:55	
Account - Description	Appropriation	Appropriation	Difference	
N/A	-	-	-	
Total Expenditure Adjustments	-	-	-	=
Revised Expenditure Total			-	
Operating Surplus(Deficit)			305,617	
Ending Fund Balance:			305,617	

#### **ATTACHMENT "B"**

#### Special Event Applicant Fee Waiver Requirements

#### **CITY OF SAN FERNANDO**

The Special Event Application Fee Waiver funds in the amount of \$20,000 are included in the City Annual Budget with resources derived from the General Fund. Per City policy, the maximum fee waiver awarded to any one event applicant will be \$5,000.

#### **Applicant Submission Guidelines**

Special Event Fee Waiver Applications are to be submitted in accordance with established submission requirements included in this document.

#### **Funding Guidelines/Program Preferences**

To be eligible for fee waiver consideration, the applicant for the Special Event Permit must be a non-profit agency with tax-exempt status, an organization with a tax exempt fiscal receiver, or a community based youth program. Criteria for Community Youth Program are as follows:

- Established organization for at least one year
- 2. Youth participants only (18 years or younger)
- 3. Ability to comply with contract requirements
- 4. Project benefits and serves San Fernando residents.

To be considered, the Special Event must be held within the Fiscal Year 2017-2018 Award Period (July 1, 2017 – June 30, 2018).

Any Special Event Applicant failing to enter into a contractual agreement within 45 days of the initial award date will forfeit the award. All forfeited funds will be placed on the next available City Council Agenda for re-allocation by City Council, or the Councilmember who originally allocated the funds, if applicable.

#### Eligibility

The City of San Fernando seeks to partner with Special Events that promote cultural and/or economic development and provide a measurable benefit to the City's businesses and/or residents. Applicants must demonstrate in their application, preferably through quantifiable and measurable data, that they will be serving San Fernando businesses and/or residents through their event. Political campaigns and fund raising events are **ineligible** for funding consideration.

Applicants granted a fee waiver will be required to submit a report within thirty (30) days of the completion of the event. The report shall include information and data supporting the promotion of cultural and/or economic benefits to the City's businesses and residents. Such information may include, but is not limited to, total number of attendees, number and type of event vendors (e.g. food, informational, for-profit business, non-profit organization, etc.), description of entertainment, event specific profit-loss statement, statements of support from local businesses and/or residents that attended and/or participated in the event, etc.

#### **Program Administration**

The Recreation and Community Services Department Staff will administer Special Event Fee Waiver Applications to determine if the Event meets minimum eligibility standards prior to submittal to City Council for review.



#### SPECIAL EVENT FEE WAIVER APPLICATION

Each Applicant interested in consideration for a fee waiver must first submit a Special Event Application. For fee waiver consideration, it is required to submit the additional information together with the estimated costs provided by City Staff for their proposal:

- 1. Completed Proposal Cover Page: (Provided)
- 2. Project Description
  - A. A complete Project Description, no more than one page with a Statement of Needs, Mission Statement/Organizational Purpose, Community benefit, and Project Objectives: (Please Attach)
  - B. A Line-item Budget/and or Business Plan detailing proposed City resources and any other funding resources: (Please Attach)
- 3. Proof of Insurance sufficient to meet the City contractual requirements.

Questions regarding the submission process or assistance in completing this application shall be submit to:

CITY OF SAN FERNANDO
Recreation and Community Services Department
ATTN: Virginia Diediker
208 Park Avenue
San Fernando, CA 91340-3009
(818) 898-1290
vdiediker@sfcity.org

### REQUEST FOR SPECIAL EVENT APPLICATION FEE WAIVERS CITY OF SAN FERNANDO

#### **PROPOSAL COVER PAGE**

SUBMITTING ORGANIZATION:	
FEDERAL TAX IDENTIFICATION NUMBER	
NON-PROFIT NUMBER	
ADDRESS:	
CONTACT PERSON	
PHONE: ( )	
FAX # ( )	
EMAIL ADDRESS:	
PROJECT TITLE:	
TOTAL FEE WAIVER REQUESTED: \$	
funding consideration. I further certify that this	ctached proposal on behalf of the above listed organization, for organization is a non-profit organization under the Internates described in this document. I attest that the information of correct to the best of my knowledge:
SIGNATURE	DATE
PRINT NAME	TITLE

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### AGENDA REPORT

То:	Mayor Sylvia Ballin and Councilmembers
From:	Councilmember Jaime Soto
Date:	June 5, 2017
Subject:	Discussion Regarding Female Veteran Housing and Additional Apartments Land Use in San Fernando
RECOMMEND I have placed	this item on the agenda for City Council review and discussion.
None.	

☐ City Manager