

San Fernando City Council

REGULAR MEETING NOTICE AND AGENDA

AUGUST 7, 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 Recreation Supervisor Maribel Perez

APPROVAL OF AGENDA

PRESENTATIONS

- a) STAFF ACKNOWLEDGEMENT NATIONAL NIGHT OUT Mayor Sylvia Ballin
- b) STAFF ACKNOWLEDGEMENT PUBLIC WORKS SEWER CREW Mayor Sylvia Ballin

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person

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making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

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.

CITY COUNCIL - LIAISON UPDATES

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 THE MINUTES OF:
 - a) JULY 17, 2017 SPECIAL MEETING
 - b) JUNE 5, 2017 REGULAR MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 17-081 APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 17-081 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A THREE-YEAR AGREEMENT WITH WILLDAN ENGINEERING FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM COMPLIANCE SERVICES AND REPRESENTATION WITHIN THE UPPER LOS ANGELES ENHANCED WATERSHED MANAGEMENT GROUP

Recommend that the City Council:



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- a. Approve a Professional Services Agreement (Contract No. 1860) with Willdan Engineering for National Pollutant Discharge Elimination System Compliance Services and Representation within the Upper Los Angeles Enhanced Watershed Management Group for a not-to-exceed amount of \$60,000 per contract year; and
- b. Authorize the Interim City Manager to retroactively execute the Agreement with Willdan Engineering.

4) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE PROPERTY TAX RATE REQUIRED TO MEET THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' **RETIREMENT SYSTEM FOR FISCAL YEAR 2017-2018**

Recommend that the City Council adopt Resolution No. 7811 establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System; fixing the property tax rate for Fiscal Year 2017-2018 at \$0.232381 per \$100 of assessed valuation; and levying that tax rate upon all taxable property in the City.

5) CONSIDERATION TO AWARD A CONTRACT TO LECHOWICZ & TSENG MUNICIPAL **CONSULTANTS FOR WATER & SEWER UTILITY RATE STUDY**

Recommend that the City Council:

- a. Award Contract No. 1861 in the amount of \$37,180 to Lechowicz & Tseng Municipal Consultants to conduct a water & sewer utility rate study;
- b. Authorize a 15% contingency in the amount of \$5,577; and
- c. Authorize the Interim City Manager to execute the Contract and all related documents.

6) CONSIDERATION TO APPROVE A CO-SPONSORSHIP AND USE OF THE CITY SEAL FOR HELP-PORTRAIT SAN FERNANDO EVENT WITH ALAS MEDIA

Recommend that the City Council:

- Approve Co-sponsorship of Help-Portrait San Fernando with Alas Media for five years; and
- b. Approve the use of the City seal on Help-Portrait San Fernando print material pursuant to City Council Resolution No. 6904.



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7) CONSIDERATION TO APPROVE THE USE OF CERTAIN STREET LIGHT POLES BY DISCOVERY CUBE LOS ANGELES FOR BANNERS TO PROMOTE THEIR DINOSAURS UNEARTHED EXHIBITION

Recommend that the City Council approve use of certain street light poles by Discovery Cube Los Angeles, through September 10, 2017, to install banners to promote their "Dinosaurs Unearthed" exhibition.

ADMINISTRATIVE REPORTS

8) CONSIDERATION TO DESIGNATE A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Recommend that the City Council:

- a. Designate a Voting Delegate for the 2017 League of California Cities Annual Conference;
- b. Designate up to two (2) Alternate Voting Delegates who 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 2017 Annual Conference Voting Delegate/Alternate Form.
- 9) CONSIDERATION TO ADOPT AN ORDINANCE TO REPEAL ORDINANCE NO. 1452 AND MOVE THE DATE OF GENERAL MUNICIPAL ELECTIONS FROM THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF ODD-NUMBERED YEARS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EVEN-NUMBERED YEARS BEGINNING NOVEMBER 6, 2018

Recommend that the City Council approve and introduce for first reading, in title only, and waive further reading of Ordinance No. 1668, "An Ordinance of the City Council of the City of San Fernando Repealing Ordinance No. 1452 and Moving the Date of General Municipal Elections from the First Tuesday after the First Monday in March of Odd-Numbered Years to the First Tuesday after the First Monday in November of Even-Numbered Years Beginning November 6, 2018."

10) CONSIDERATION TO ADOPT A RESOLUTION AMENDING RESOLUTION NO. 7692 TO INCLUDE THE POLICE CHIEF IN THE EXECUTIVE COMPENSATION PLAN FOR DEPARTMENT HEAD CLASSIFICATIONS



Recommend that the City Council:

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- a. Adopt Resolution No. 7807, amending Resolution No. 7692 to include the Police Chief in the Executive Compensation Plan for Department Head classifications; and
- b. Authorize the Interim City Manager to make non-substantive corrections and execute all related documents.
- 11) CONSIDERATION TO APPOINT AN AD HOC COMMITTEE TO REVIEW THE USER FEE AND **DEVELOPMENT IMPACT FEE STUDIES**

Recommend that the City Council appoint two members to an Ad Hoc Committee to review the User Fee and Development Impact Fee studies.

12) CONSIDERATION TO TAKE VARIOUS ACTIONS IN SUPPORT OF THE PARIS AGREEMENT

This item is placed on the agenda by Mayor Sylvia Ballin.

13) CONSIDERATION TO REDISTRIBUTE INDEPENDENT CITIES FINANCE AUTHORITY'S COMMUNITY OUTREACH PROGRAM FUNDS FOR A VETERANS RECOGNITION EVENT AND **EDUCATION COMMISSION SCHOLARSHIPS**

This item is placed on the agenda by Mayor Sylvia Ballin.

14) CONSIDERATION TO APPROVE A LETTER OF OPPOSITION TO SOUTHERN CALIFORNIA EDISON'S 2018 GENERAL RATE INCREASE BEING PROPOSED TO THE PUBLIC UTILITIES **COMMISSION**

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

15) DISCUSSION REGARDING REINSTITUTION OF THE CITY ADMINISTRATOR POSITION AND ABSOLVING THE CITY MANAGER FORM OF GOVERNMENT

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

16) REQUEST FOR AN UPDATE PERTAINING TO SEWER SYSTEM REPAIRS TO SEVENTH STREET, FOURTH STREET, AND HUBBARD AVENUE

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

17) REQUEST FOR UPDATE REGARDING THE MOTORBIKE OFFICER PROGRAM

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



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18) REQUEST TO POSTPONE SALARY INCREASES FOR CITY COUNCIL AND DEPARTMENT HEADS UNTIL PERMANENT EXECUTIVE POSITIONS ARE FILLED

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

19) DISCUSSION REGARDING ELECTED OFFICIALS' AND CITY STAFF'S PARTICIPATION IN THE SAN FERNANDO POLICE DEPARTMENT NATIONAL NIGHT OUT EVENT

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

20) REQUEST FOR AN UPDATE PERTAINING TO HOMELESS ACTIVITY IN THE CITY AND POLICE RESPONSE TIMES

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

DEPARTMENT HEADS - COMMISSION UPDATES

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

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

Elena G. Chávez, CMC

City Clerk

Signed and Posted: August 3, 2017 (5:00 p.m.)

the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.

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



Regular Meeting San Fernando City Council



SAN FERNANDO CITY COUNCIL MINUTES

JULY 17, 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 5:09 p.m.

Present:

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

Jaime Soto, Joel Fajardo, and Robert C. Gonzales

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

Padilla, and City Clerk Elena G. Chávez

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 (5:10 P.M.)

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

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

Interim City Manager Nick Kimball

Personnel Manager Michael Okafor

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

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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 EMPLOYMENT PERFORMANCE EVALUATION

G.C. §54957

Title: City Attorney

RECESS (6:08 P.M.)

By consensus, Councilmembers again recessed in order to hold the regular City Council meeting.

RECONVENE/RECESS TO CLOSED SESSION (8:08 P.M.)

By consensus, the Special Meeting was reconvened and then recessed to discuss the Closed Session items.

RECONVENE/REPORT OUT FROM CLOSED SESSION (9:18 P.M.)

Assistant City Attorney Padilla stated that all Councilmembers were present and he reported the following:

Item A - A general update was provided by Interim City Manager Kimball but no final action was taken. Certain matters will be brought back as public items at a future meeting.

Item B – General deliberation was had by the City Council but no final action was taken. There will be follow up action on the item.

Item C – Brief discussion was had by the City Council but no final action was taken.

ADJOURNMENT (9:18 P.M.)

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

SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – July 17, 2017 Page 3

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 17, 2017, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC City Clerk



SAN FERNANDO CITY COUNCIL MINUTES

JUNE 5, 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 6:17 p.m.

Present:

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

Joel Fajardo, and Jaime Soto

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

Padilla, and City Clerk Elena G. Chávez

Absent: Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Led by Public Works Management Analyst Ken Jones

APPROVAL OF AGENDA

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

PRESENTATIONS

The following presentations were made:

- a) COMMUNITY INVESTMENT/RECYCLING REVENUE SHARING FUND VETERANS OF FOREIGN WARS
- b) PRESENTATION OF SCHOLARSHIP CHECK BY SEIU LOCAL 721
- c) GALINDO 70TH WEDDING ANNIVERSARY

PUBLIC STATEMENTS – WRITTEN/ORAL

Ricardo Benitez, Sylmar, said that San Fernando doesn't have much homelessness and believes it's cheaper to have motorcycle officers rather than paying overtime.

Patty Lopez has concerns regarding communicating budget information to residents and said she doesn't see any data to prove that there is a housing need.

Jackie Freedman, Coalition of Veterans Land, said they were not given notice that their project (Mullen House) was on the agenda and is concerned that the project may be targeted for discriminatory treatment.

Marina Diaz, One LA, talked about the lack of low-income housing and asked how they can work with the City Council regarding the possibility of converting garages.

Esmeralda Castellanos talked about the housing crisis, lack of affordable housing, and the need to legalize garage conversions in the City.

Raul Gomez said that many are in situations where individuals don't have the means to pay high rent costs and he asked how he could obtain a permit to convert his garage.

Brenda Perez talked about her daily experiences in dealing with homeless veterans and said she does not want them down the street from her home.

Marcala Rodriguez thanked the Education Commission for the scholarship provided to her daughter and talked about the parking problem and housing crisis in the City.

Margarita Cervacio said there is crime activity at the park on Eighth St., she needs to have a tree cut down, there's a lack of parking in her neighborhood, and would like to know how can she convert her garage too.

Michael Remenih reported that there are monthly Neighborhood Watch meetings and the Police Department will work with residents on a one-on-one basis regarding some of the issues mentioned.

CONSENT CALENDAR

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

- 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
- 3) CONSIDERATION TO APPROVE AN AMENDMENT TO THE AGREEMENT WITH THE CITY OF LOS ANGELES FIRE DEPARTMENT FOR COMPREHENSIVE FIRE AND EMERGENCY MEDICAL SERVICES
- 4) CONSIDERATION TO APPROVE A SUBAWARD AGREEMENT FOR THE 2016 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM

By consensus, the motion carried.

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

Mayor Ballin declared the Public Hearing open.

Interim Senior Planner Humberto Quintana presented the staff report and Housing Consultant Karen Warner, Karen Warner Associates, provided a detailed presentation.

Councilmembers Fajardo and Soto (Ad Hoc Committee members) also provided input regarding their meetings with Ms. Warner and staff.

Discussion ensued amongst Councilmembers and staff.

BRIEF RECESS (8:27 P.M.)

Mayor Ballin called for a brief recess.

RECONVENE (8:30 P.M.)

Mayor Ballin called for public testimony.

Gabriela Castellanos said there are many families living together and it's tough because her dad is the sole provider for her family and their rent is not affordable.

Patty Lopez talked about garage conversions in her neighborhood and said that City Council should not rush this and allow for more feedback from residents.

Marisela Rodriguez said that people earning minimum wage can barely afford to live in converted garages and have no money left over for remaining costs.

Julie Cuellar talked about issues living on a crowded street and there isn't any more room in this 2.4 square mile city for more housing.

Brenda Perez said that people are renting garages for \$1,200+ per month, there are already subsidized seniors at "affordable" apartments, and asked what's the rush for this moratorium that will put people in worse situations.

Adriana Gomez said this should have been handled in December, asked about the 20 applications submitted thus far, and asked why is Councilmember Fajardo (who is one of the applicants) sitting on the Ad Hoc Committee that is making recommendations.

Jenny Perez, Planning & Preservation Commissioner, said that this is a bad idea and it should not be rushed. She had hoped this would have come before the Planning Commission or the Transportation & Safety Commission.

Motion by Councilmember Fajardo, seconded by Mayor Ballin, to close the public comment portion of the Hearing. By consensus, the motion carried.

Discussion ensued amongst Councilmembers.

For clarification purposes, Assistant City Attorney Padilla reported that it is not a decision that is left to the City (it is state legislature) and the very essence of this process is to include public input. Currently, there is no ordinance or regulations in place and the very type of proliferation expressed, will occur if no action is taken.

Discussion ensued amongst Councilmembers whether to take a vote now (since four-fifths vote is required for adoption) or wait until all five Councilmembers are present.

Motion by Vice Mayor Lopez, seconded by Councilmember Fajardo, to continue the item to the next meeting. By consensus, the motion carried.

ADMINISTRATIVE REPORTS

By consensus, the following item was moved up on the agenda.

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

Councilmember Fajardo and Police Chief Anthony Vairo provided background information regarding this item and the proposed Clergy Council Guidelines.

Reverend Sandie Richards and Chief Vairo replied to various questions from Councilmembers.

Discussion ensued but no action was taken (receive and file item).

6) OVERVIEW OF THE REGIONAL HOUSING NEEDS ASSESSMENT

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

Discussion ensued but no action was taken (receive and file item).

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

Public Works Management Analyst Ken Jones presented the staff report.

Motion by Councilmember Fajardo, seconded by Councilmember Soto, to approve staff's recommendation to forego the participation in the Southern California Edison Street (SCE) Light Acquisition Program and gather additional information for future consideration by City Council on the LS-1 Option E Program (i.e., allows customers to ask SCE to replace current technology SCE owned LS-1 street lights with LED technology). By consensus, the motion carried.

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

Interim Finance Director Sonia Gomez-Garcia presented the staff report. Interim City Manager Kimball provided additional information and both replied to questions from Councilmembers.

Discussion ensued and Councilmembers each provided input.

Motion by Councilmember Fajardo, seconded by Councilmember Soto, that: 1) each Councilmember receive an appropriation of \$2,500 for Special Event Fee Waivers to award at their discretion; 2) interested individuals will be required to complete an application to be circulated to all Councilmembers; 3) maximum fee waivers will not exceed \$5,000 per event; and 4) include an appropriation of \$20,000 to be used towards the continuation of the holiday lighting and electrical upgrades. The motion carried with the following vote:

AYES: Fajardo, Soto, Ballin – 3

NOES: Lopez – 1 ABSENT: Gonzales – 1

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

Councilmember Soto stated that he met with Laura Lake and Jackie Freedman about a year ago and he let them know he was on board but needed more information regarding the proposed project. He added that the public needs be made aware so that they could provide input and stated that it would not be responsible to proceed with the project until infrastructure is addressed. He stated that he was also perturbed with the City Attorneys and began to talk about a letter that was provided during Closed Session.

At this point, Assistant City Attorney Padilla stated that Councilmember Soto was disclosing confidential topics, reminded him of his duty to comply with the Brown Act, and implored him to stop.

Dialogue continued between Councilmember Soto and Assistant City Attorney Padilla who expressed concern regarding matters of confidentiality being disclosed.

Mayor Ballin announced that Assistant City Attorney made it very clear and is on record.

Councilmember Soto continued to talk about the letter and believes that the City Attorney is not acting responsibly and transparently. Again he stated that, at this time, the City is not prepared for veteran housing (of any kind) due to the current state of the City's situation.

Councilmember Fajardo thanked Ms. Friedman for coming today and reported that he has not made any kind of judgment on the project until all information has been received. He said he has full faith and confidence in our City Attorneys (Olivarez Madruga).

Both Mayor Ballin and Vice Mayor Lopez chose to not make statements regarding this item.

No action was taken on this item.

CITY COUNCIL - LIAISON UPDATES

Councilmember Fajardo gave an update regarding recent meetings with the San Fernando Valley Council of Governments and the Valley Economic Alliance.

Vice Mayor Lopez provided information regarding a Southern California Association of Governments meeting that he attended.

DEPARTMENT HEADS - COMMISSION UPDATES

Public Works Management Analyst Jones announced that there will be a Transportation and Safety Commission meeting this week.

Interim Senior Planner Quintana reported that the Planning and Preservation Commission will have their regular meeting tomorrow.

GENERAL COUNCIL COMMENTS

Councilmember Soto expressed his displeasure with the City Attorney and encouraged the public to organize and make demands. He thanked City staff for all they do.

Councilmember Fajardo again complimented the City Attorney's office (Olivarez Madruga) and said that Interim Senior Planner Quintana is doing an excellent job.

Vice Mayor Lopez thanked staff for being at this meeting so late.

Mayor Ballin thanked staff and suggested creating an Ad Hoc committee (consisting of her and Councilmember Soto) to review the City Manager applications to narrow down the pool of City Manager candidates.

STAFF COMMUNICATION

None.

ADJOURNMENT (11:06 P.M.)

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, 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 June 5, 2017, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC

City Clerk



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

By: Sonia Gomez-Garcia, Interim Finance Director

Date: August 7, 2017

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 17-081 (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. 17-081

FINANCE DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SFCITY.ORG

REVIEW: ⊠ Finance Director

☐ Deputy City Manager

ATTACHMENT "A"

RESOLUTION NO. 17-081

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-081

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 7th day of August, 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 7 th day of August, 2017, by the following vote to
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	

EXHIBIT "A"

vchlist		Voucher List	Page:
08/02/2017	12:22:56PM	CITY OF SAN FERNANDO	

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
206842	8/7/2017	891587 ABLE MAILING INC.	26436		JULY-WATER BILLS MAILING&FULFILLN	
				11607	072-360-0000-4300	94.3
				11607	070-382-0000-4300	94.3
			26437		WATER ENVELOPE STORAGE FEE-JUN	
					070-382-0000-4300	12.5
					072-360-0000-4300	12.5
					Total :	213.7
06843 8/7/2017	8/7/2017	100066 ADS ENVIRONMENTAL SERVICES,INC	22101.22-0517		MAY-FY16-17 INSTALLATION AND MONI	
				11439	072-360-0000-4260	890.0
			22101.22-0617		JUNE-FY16-17 INSTALLATION AND MON	
				11439	072-360-0000-4260	890.0
					Total :	1,780.0
206844	8/7/2017	888356 ADVANCED AUTO REPAIR	1135		VEHICLE MAINT-CE5643	
					041-320-0152-4400	1,046.6
			1136		VEHICLE MAINT-PK9906	
					041-320-0228-4400	520.1
			1138		VEHICLE MAINT-PD8863	
					041-320-0225-4400	102.3
					Total :	1,669.0
206845	8/7/2017	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0817		DRINKING WATER	
					001-222-0000-4300	121.2
					Total :	121.2
206846	8/7/2017	892592 ALL AMERICAN ASPHALT	174876-2		ALEXANDER STREET IMPROVEMENTS	
				11590	026-311-0127-4600	109,530.2
					026-2037	-5,476.5
			175566		ALEXANDER STREET IMPROVEMENTS	
				11590	026-311-0127-4600	1,381.3
					026-2037	-69.0
					Total :	105,365.9
206847	8/7/2017	892271 ALL STAR ELITE SPORTS	1273		ADULT VOLLEYBALL CHAMP. SHIRTS	
					017-420-1334-4300	77.1

vchlist 08/02/2017	12:22:56P	м	Voucher List CITY OF SAN FERNANDO	1		Page:
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amour
206847	8/7/2017	892271 ALL STAR ELITE SPORTS	(Continued) 1279		ADDT'L SHIRTS FOR TINY TYKES PRO(017-420-1328-4300 Total :	59.0 136.1
206848	8/7/2017	887695 AL'S KUBOTA TRACTOR	97562		PULLEY & BELT-PK0083 041-320-0390-4400 Total :	38.2 38.2
206849	8/7/2017	892646 ALVARADO, GLORIA	REIMB.		SENIOR CLUB REIMB OF ITEMS PURCI 004-2380 Total :	51.0 51.0
206850	8/7/2017	100166 AMERICAN PUBLIC WORKS ASSOC.	17952		MEMBERSHIP RENEWAL 08/01/17-07/3- 001-310-0000-4380 Total :	800.0 800. 0
206851	8/7/2017	887270 AMERICAN TRANSPORTATION SYSTEM	103390		BAL DUE-SENIOR TRIP TO SANTA BARI 004-2383 Total :	370.0 370. 0
206852	8/7/2017	892633 ARGOTE, DAVID	DEP NO 29104		WATER DEP REFUND 070-3901-0000 Total :	100.0 100.0
206853	8/7/2017	102530 AT & T	818-270-2203		PD NETWORK LINE 001-222-0000-4220 Total :	129.0 129. 0
206854	8/7/2017	889037 AT&T MOBILITY	287277903027X0708201		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220 Total :	18.6 18. 6
206855	8/7/2017	891209 AUTONATION SSC	239308 239743		VEHICLE MAINT-PD4994 041-320-0225-4400 BRAKE PADS	598.5
					041-1215	518.6

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206855	8/7/2017	891209 891209 AUTONATION SSC	(Continued)		Total :	1,117.15
206856	8/7/2017	892635 B.A.T.O.	REGISTRATION		RGSTR-STC TRAINING MANAGER SEM 001-225-3688-4360 Total :	425.00 425.0 0
206857	8/7/2017	892635 B.A.T.O.	REGISTRATION		RGSTR-STC TRAINING MANAGER SEM 001-225-3688-4360 Total :	425.00 425.0 0
206858	8/7/2017	889913 BALLIN, SYLVIA	REIMB.		WELLNESS BENEFIT REIMB. FY17/18 001-101-0101-4140 Total :	600.00 600.0 0
206859	8/7/2017	892426 BEARCOM	4606590	11581	VIDEO SERVER FOR VIRTUAL PATROL 021-222-0000-4500 021-222-0000-4500	10,470.00 950.63
			5362408	11595	VIRTUAL PATROL CAMERAS 021-225-0000-4500 021-225-0000-4500 Total :	15,858.99 990.51 28,270.1 3
206860	8/7/2017	892634 BEN CLARK TRAINING CENTER	REGISTRATION		RGSTR-TRAFFIC ACCIDENT INVEST	
200000	0///2017	092004 BEN CEANN THAINING CENTER	REGISTRATION		COURSE 001-225-0000-4360 Total :	210.00 210.0 0
206861	8/7/2017	892013 BERNSTEIN, DIANA	JULY 2017		ART CLASS INSTRUCTOR 017-420-1343-4260 Total :	200.00 200.0 0
206862	8/7/2017	889345 BSN SPORTS INC	900124079		SOFTBALLS 017-420-1334-4300 017-420-1328-4300 001-423-0000-4300	404.19 220.21 5.51
206863	8/7/2017	888800 BUSINESS CARD	070317		Total : POSTS BOOSTS 001-105-0000-4270	629.9 1 41.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206863	8/7/2017	888800 BUSINESS CARD	(Continued)			
			070317		CERTIFICATION EXAM IN NOV 2017 001-150-0000-4380	70.00
			070317		TABLES & CHAIRS FOR LAS PALMAS P.	
			071217	11567	001-420-0000-4500 SIZZLIN SUMMER MOVIES LICENSE FE 001-424-0000-4260	2,914.18 776.00
			071217		DEPARTMENT INFO BAGS 001-420-0000-4300	389.76
			071217		CONF TRANSPORTATION-MMAP 109-424-3618-4260	740.56
			071317		SPECIAL CC MTG DINNER-07/11/17 001-101-0000-4300	51.11
			071317		RECREATION MOVIE 001-424-0000-4300	13.14
			071317		FY17/18 MEMBERSHIP DUES 001-105-0000-4380	225.00
			071417		CERTIFICATE JACKETS 001-101-0000-4300	358.34
			071417		CONF LODGING-MMAP 109-424-3618-4260	3,586.80
			071717		TAPE & CERT SEALS 001-101-0000-4300	22.06
			071717		TAPE 001-105-0000-4300	21.89
			071717		CONF REGISTRATION 001-101-0109-4370	525.00
			071817		DAY CAMP FIELD TRIP TICKET-07/21/17 017-420-1399-4300	3,043.47
			071917		SPECIAL CC MTG DINNER-07/17/17 001-101-0000-4300	85.88
					Total :	12,865.16
206864	8/7/2017	888800 BUSINESS CARD	063017		LODGING-STC TRAINING MANAGERS (001-225-3688-4360	475.53
			063017		LODGING-STC TRAINING MANAGERS (001-225-3688-4360	

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206864	8/7/2017	888800 BUSINESS CARD	(Continued)			
			071217		CPR SUPPLIES	
				001-222-0000-4300	68.	
			071317		SUPPLIES FOR AED TRAINING	
					001-222-0000-4300	395.
			071717		LODGING-SBSLI POST TRAINING IN	
			071017		001-222-0000-4370	512.
			071917		FUEL 041-320-0225-4402	135.
			072017		AIRFARE-INTERVIEW SUSPECT IN SAL	135.
			072017		001-224-0000-4370	211
			072017		AIRFARE-SBSLI POST TRAINING IN	211.50
			0/201/		001-222-0000-4370	133.
					Total:	2,408.
206865	8/7/2017	100466 CACEO	REGISTRATION		RGSTR-2017 ANNUAL CONFERENCE O	
200003 0/1/20					001-152-0000-4370	384.0
					Total:	384.
206866	8/7/2017	100562 CALIFORNIA PARK & RECREATION	127560		CPRS MEMBERSHIP RENEWAL	
					001-420-0000-4380	145.
					Total:	145.
206867	8/7/2017	891144 CARLOCK THURSTON	54-0202-02		WATER ACCT REFUND-911 GRISWOLD	
					070-2010	500.
					Total:	500.
206868	8/7/2017	100472 CCAC	2371		REGISTRATION-CCAC WORKSHOP	
	0///2011	100112 00110	2011		001-115-0000-4360	40.
					Total:	40.
206869	8/7/2017	892307 CCPHA	022217-1		JAN-OUTREACH SERVICES SAFE ROU	
				11425	010-310-0687-4270	403.
			101216-2		SEPT-OUTREACH SERVICES SAFE RO	
				11425	010-310-0687-4270	15,146.
					Total :	15,549.

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206870	8/7/2017	892076 CEJ ENGINEERS, INC	142.02.16-03	11501	2016-17 ANNUAL STREET RESURFACIN 012-311-0560-4600 Total :	12,800.00 12,800.0 0
206871	8/7/2017	892639 CERVANTES, JAVIER	2000024.003		SENIOR TRIP REFUND 004-2384 Total :	690.00 690.0 0
206872	8/7/2017	887917 CHIASSON, COURTNEY JAMES	REIMB.		REIMB-DINNER PROVIDED-MAJOR INC 001-222-0000-4300 Total :	60.22 60.22
206873	8/7/2017	100713 CITY OF GLENDALE	GLN000007353		ANNUAL ICIS PARTICIPATION RADIO 001-222-0000-4260 Total :	500.00 500.0 0
206874	8/7/2017	103029 CITY OF SAN FERNANDO	17329-17362		REIMB TO WORKERS COMP ACCT 006-1035 Total :	10,485.32 10,485.32
206875	8/7/2017	100735 COASTAL AIR	C2949 C2950		QRTLY PREV A/C MAINT-120 MACNEIL 043-390-0000-4260 QRTLY PREV A/C MAINT-LP PARK	360.00
			C2952		043-390-0000-4260 QRTLY PREV A/C MAINT-501 FIRST 043-390-0000-4260	620.00 195.00
			C2953		QRTLY PREV A/C MAINT-REC PARK 043-390-0000-4260 Total :	565.00 1,740.0 0
206876	8/7/2017	892548 CONTRERAS, JESUS	071117		LP CLUB SUMMER DANCE MUSIC 004-2380 Total :	1,100.00 1,100.0 0
206877	8/7/2017	100805 COOPER HARDWARE INC.	106153		PACKING MATERIAL 027-344-0301-4300 Total :	23.58 23.58

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206878	8/7/2017	101982 COUNTY OF LOS ANGELES	FY2017-2018		SFVCOG FY2017/2018 DUES	
					001-130-0000-4270	949.00
					Total :	949.00
206879 8/7/2017	/2017 890559 CRESCENTA VALLEY WATER DISTRIC	SF19		ULARA SPECIAL COUNSEL COST SHAF		
					070-381-0000-4270	297.97
					Total :	297.97
206880 8/7/2017	101666 DE LAGE LANDEN FINANCIAL SERVS	55156247		JULY-LEASE PAYMENT VARIOUS COPIE		
				11587	001-135-0000-4260	1,051.80
				11587	072-360-0000-4290	73.35
				11587	070-381-0000-4290	73.35
					Total :	1,198.50
206881	8/7/2017	887121 DELL MARKETING L.P.	10166276509		TONER FOR SGT ROSENBERG'S PRIN'	
				11568	001-222-0000-4300	342.20
					001-222-0000-4300	31.65
					Total :	373.85
206882	8/7/2017	100932 DEPARTMENT OF TOXIC SUBSTANCES	VQ# 2017876		2017- EPA PERMIT ID#95-6000779	
					072-360-0000-4450	422.50
					Total :	422.50
206883	8/7/2017	890578 DIAMOND TOURS INC	1363750		FINAL PYMNT-SENIOR TRIP TO ALBUQ	
					004-2384	20,186.00
					Total :	20,186.00
206884	8/7/2017	100978 DLT SOLUTIONS, LLC	4598957A		GDMS SUPPORT & AUTODESK ANNUA	
				11618	001-135-0000-4260	784.76
				11618	070-381-0000-4260	392.38
				11618	072-360-0000-4260	392.42
					Total :	1,569.56
206885	8/7/2017	892637 ELIAS, LYNN	2000319.001		DAY CAMP REFUND	
					017-3770-1399	426.00
					Total :	426.00
206886	8/7/2017	890401 ENVIROGEN TECHNOLOGIES INC	0009295-IN		MISC ELECTRICAL & WIRING WORK OF	

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206886	8/7/2017	890401 ENVIROGEN TECHNOLOGIES INC	(Continued)				
				11564	070-385-0857-4600	tal:	3,724.91 3,724.91
					10	tai.	3,724.31
206887	8/7/2017	892640 ESPINOZA, LAUDINA	73006275		PARKING CITATION REFUND		
					001-3430-0000		55.00
					To	tal:	55.00
206888	8/7/2017	890879 EUROFINS EATON ANALYTICAL, INC	L0319625		WATER ANALYSIS FOLDERS		
					070-384-0000-4260		139.60
			L0328042		WATER ANALYSIS FOLDERS		
					070-384-0000-4260		24.00
			L0330386		WATER ANALYSIS FOLDERS		
			10004405		070-384-0000-4260		70.00
			L0331195		WATER ANALYSIS FOLDERS 070-384-0000-4260		770.00
			L0331208		WATER ANALYSIS FOLDERS		770.00
			20001200		070-384-0000-4260		105.00
			L0331572		WATER ANALYSIS FOLDERS		
					070-384-0000-4260		105.00
			L0332075		WATER ANALYSIS FOLDERS		
					070-384-0000-4260		139.60
			L0332076		WATER ANALYSIS FOLDERS		
			L0332264		070-384-0000-4260 WATER ANALYSIS FOLDERS		164.00
			LU332204		070-384-0000-4260		139.60
			L0332626		WATER ANALYSIS FOLDERS		100.00
					070-384-0000-4260		175.00
			L0332630		WATER ANALYSIS FOLDERS		
					070-384-0000-4260		139.60
			L0333193		WATER ANALYSIS FOLDERS		
			1.0000000		070-384-0000-4260		139.60
			L0333299		WATER ANALYSIS FOLDERS 070-384-0000-4260		139.60
			L0333311		WATER ANALYSIS FOLDERS		139.60
			20000011		070-384-0000-4260		24.00
			L0333777		WATER ANALYSIS FOLDERS		00

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206888	8/7/2017	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
		,,	(070-384-0000-4260	139.6
			L0333778		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.0
			L0334397		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.6
			L0334399		WATER ANALYSIS FOLDERS	139.6
					070-384-0000-4260 Total :	2,857.4
					iotai .	2,057.4
206889	8/7/2017	890897 EVAN BROOKS ASSOCIATES, INC	17007-17		SAFE ROUTES TO SCHOOL MASTER P	
				11426	010-310-0687-4270	2,667.5
			17007-18		PO#11491-TRANSIT ORIENTED DEVELO	
					001-150-0000-4270	1,300.0
			17007-2	44570	CONTRACT PLANNER SERVICES	F 070 0
				11576	001-150-0000-4270 Total :	5,970.0 9,937.5
					Total .	3,301.0
206890	8/7/2017	101114 EXCEL PAVING COMPANY	1-24674		EMERGENCY SEWER MAIN REPLACEM	
				11586	072-365-0000-4600	284,240.0
					072-2037	-14,212.0
					Total :	270,028.0
206891	8/7/2017	890981 FAJARDO, JOEL	REIMB.		WELLNESS BENEFIT REIMB. FY16/17	
					001-101-0103-4140	400.0
			REIMB.		REIMB OF PARKING FEES & TRANSPO	
					001-101-0103-4380	34.9
			REIMB.		REIMB OF PARKING FEES	
					001-101-0103-4380	21.0
					Total :	455.9
206892	8/7/2017	101147 FEDEX	5-872-64567		COURIER SERVICES	
					001-190-0000-4280	60.7
					Total :	60.7
206893	8/7/2017	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC50 TO SHERIFFS	
200093	0///2017	692196 FRONTIER COMMUNICATIONS	209-130-3143-010396		001-222-0000-4220	557.7
					001-222-0000-4220	007.7

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206893	8/7/2017	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-150-5250-081292		RADIO REPEATER-PD	
					001-222-0000-4220	45.70
			209-151-4941-102990		POLICE PAGING	
					001-222-0000-4220	41.5
			209-151-4942-041191		CITY YARD AUTO DIALER	
					070-384-0000-4220	45.70
			209-151-4943-081292		RADIO REPEATER-PD	
					001-222-0000-4220	45.70
			209-188-4361-031792		RECS PHONE LINES	
					001-420-0000-4220	99.8
			209-188-4362-031792		POLICE MAJOR PHONE LINES	
					001-222-0000-4220	1.111.2
			209-188-4363-031892		VARIOUS PHONE LINES	.,
					001-190-0000-4220	69.9
					070-384-0000-4220	213.2
					001-420-0000-4220	237.9
			818-361-2385-012309		MTA PHONE LINE	
					007-440-0441-4220	102.0
					001-190-0000-4220	51.0
			818-361-2472-031415		PW PHONE LINE	
					070-384-0000-4220	313.69
			818-361-3958-091407		CNG STATION	
					074-320-0000-4220	47.0
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM	
					001-420-0000-4220	51.0
			818-365-5097-12098		POLICE NARCOTICS VAULT	
					001-222-0000-4220	33.0
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE LINE	
					001-222-0000-4220	47.8
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	308.3
			818-837-7174-052096		PD ACTIVITIES PHONE LINES	220.0
			2.2.2		001-222-0000-4220	24.0
			818-838-1841-112596		ENGINEERING FAX MODEM	
			2.2.2.2.1011112000		001-310-0000-4220	24.74
			818-898-7385-033105		LP PARK FAX NUMBER	

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06893	8/7/2017	892198 FRONTIER COMMUNICATIONS	(Continued)			
			(,		001-420-0000-4220	38.5
					Total :	3,509.97
06894	8/7/2017	892172 FUEL SOLUTIONS INC.	17-1504		CNG FUEL STATION UPGRADE PROJEC	
				11359	010-310-3661-4600	6,483.65
					Total :	6,483.65
06895	8/7/2017	891664 GOLDEN TOUCH CLEANING, INC	64123		JUNE-JANITORIAL SRVCS CONTRACT	
				11437	043-390-0000-4260	12,300.00
					017-420-1399-4260	1,165.50
					Total :	13,465.50
06896	8/7/2017	892550 GOVEA, DAVID	JUNE 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	50.00
6897	8/7/2017	101376 GRAINGER, INC.	9495254063		REPLACE BROKEN MIRROR	
					027-344-0301-4300	165.83
			9497788027		WATER JUG & HOLDERS-WA9977	
					070-382-0000-4400	133.17
			9504587180		FLOOR MATS-REC PARK GYM	227.28
					043-390-0000-4300 Total :	526.28
6898	0/7/2017	101512 HDL, COREN & CONE	0024088-IN		CONTRACT SERVICES PROPERTY TAX	
0090	0///201/	101512 HDL, COREN & CONE	0024000-IIN		001-130-0000-4270	1.465.75
					Total :	1,465.75
6899	8/7/2017	101593 I.M.S.A.	118236		MEMBERSHIP DUES	
					001-370-0301-4300	100.00
			59405		MEMBERSHIP DUES	
					001-370-0301-4300	100.00
					Total :	200.00
16900	8/7/2017	101599 IMAGE 2000 CORPORATION	125137		VARIOUS COPIER MAINT CONTRACT 0	
					001-135-0000-4260	721.51
					072-360-0000-4450	15.68

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206900	8/7/2017	101599 IMAGE 2000 CORPORATION	(Continued)			
			126123		001-135-0000-4260 TONER FREIGHT CHARGE 070-381-0000-4300	87.50 13.00
			127385		TONER FREIGHT CHARGE	21.00
					001-190-0000-4300 Total :	858.69
206901	8/7/2017	887740 INDUSTRIAL SHOE COMPANY	1100-1105291		SAFETY WORK BOOTS	
					070-383-0000-4310 Total :	119.63 119.63
206902	8/7/2017	891081 INTERSTATE ALL BATTERY CENTER	1909399001723		TRIMBLE GPS BATTERIES	
					070-384-0000-4300 Total :	131.84 131.8 4
206903	8/7/2017	101647 INTERSTATE BATTERY	30072693		BATTERY FOR FLEET	
					041-1215	140.01
					Total :	140.01
206904	8/7/2017	891777 IRRIGATION EXPRESS	15087070-00		MISC TOOLS 070-383-0000-4340	54.01
			15088475-00		MATL'S FOR IRRIGATION REPAIRS	
			15089562-00		043-390-0000-4300 VALVE REPL-CESAR CHAVEZ MEMORI	60.12
			15089959-00		043-390-0000-4300 VALVE REPL-REC PARK	119.18
			13009939-00		043-390-0000-4300	206.16
					Total :	439.47
206905	8/7/2017	889320 IWATER, INC.	7848		SOFTWARE SYSTEM FOR NEW VALVIN	
				11389	070-385-0857-4600 Total :	2,000.00 2,000.0 0
206906	8/7/2017	887952 J. Z. LAWNMOWER SHOP	18910		MATL'S FOR LANDSCAPE MAINT	
					043-390-0000-4300 Total :	77.99 77.9 9

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206907	8/7/2017	892638 JIHO, MARIE	2000306.001		YOUTH BASKETBALL REFUND 017-3770-1328 Total :	85.00 85.00
206908	8/7/2017	889503 JTB SUPPLY COMPANY, INC.	102556		REPLACEMENT TRAFFIC LED'S 001-370-0301-4300 Total :	1,283.56 1,283.5 6
206909	8/7/2017	892207 JUDICIAL COUNCIL OF CALIFORNIA	19-AC1-2017		LICENSE FEE 2017 001-222-0000-4260 Total :	200.00 200.00
206910	8/7/2017	892614 JWA URBAN CONSULTANTS, INC	2017-1	11598	JULY-PROFESSIONAL SERVICE CONTF 001-150-0000-4270 Total :	8,580.00 8,580.00
206911	8/7/2017	888498 KAREN WARNER & ASSOCIATES, INC	713	11617	CONSULTANT SERVICES TO DRAFT OF 001-150-0000-4270 Total :	3,336.30 3,336.30
206912	8/7/2017	892641 KIDNEY QUEST FOUNDATION, INC.	FY17-18		CIF-EMERGENCY BACKPACK RELIEF F 053-101-0101-4430 Total :	250.00 250.00
206913	8/7/2017	890463 KJC LATENT PRINT SERVICE	SF00034		FINGERPRINT CLASSIFICATIONS 001-224-0000-4270 Total :	150.00 150.00
206914	8/7/2017	101990 L.A. COUNTY METROPOLITAN	100774		TAP CARDS-JUNE 2017 007-440-0441-4260 Total :	991.00 991.00
206915	8/7/2017	102007 L.A. COUNTY SHERIFFS DEPT.	175077SS		INMATE MEAL SERVICE-JUNE 2017 001-225-0000-4350 Total :	1,108.46 1,108.46
206916	8/7/2017	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC - 13003 BORDEN 070-384-0000-4210	564.74

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206916	8/7/2017	101971 L.A. MUNICIPAL SERVICES	(Continued)			
			494-750-1000		WATER - 12900 DRONFIELD	
			5007504000		070-384-0000-4210	62.42
			5007501000		ELECTRIC - 13655 FOOTHILL 070-384-0000-4210	158.69
			594-750-1000		ELECTRIC - 12900 DRONFIELD	150.05
					070-384-0000-4210	6,003.47
			657-750-1000		ELECTRIC-14060 SAYRE	
					070-384-0000-4210	14,569.25
			694-750-1000		ELECTRIC - 13180 DRONFIELD	75.00
			757-750-1000		070-384-0000-4210 WATER - 14060 SAYRE	75.06
			737-730-1000		070-384-0000-4210	137.30
					Total :	21,570.93
206917	8/7/2017	101852 LARRY & JOE'S PLUMBING	2016935-0001-02		PLUMBING SUPPLIES	
					070-383-0301-4300	183.62
					Total :	183.62
206918	8/7/2017	101929 LINGO INDUSTRIAL ELECTRONICS	32370	TRAFFIC SIGNAL REPLACEMENT-BRAN		
					001-370-0301-4300	2,235.28
					Total :	2,235.28
206919	8/7/2017	101974 LOS ANGELES COUNTY	JUNE 2017		ANIMAL CARE & CONTROL SERVICES	
				11468	001-190-0000-4260	3,781.99
					Total :	3,781.99
206920	8/7/2017	100886 LOS ANGELES DAILY NEWS	0010956464		LEGAL PUBLICATION-503 JESSIE CUP2	
			0010962520		001-2205	500.00
					LEGAL PUBLICATION-CITY BUDGET	
					001-115-0000-4230	173.70 673.70
					Total :	6/3./0
206921	8/7/2017	889151 MACIAS, EULALIO	REIMB.		MILEAGE REIMB-CASHIERING & SUPE	
					001-130-0000-4370	45.05
					Total :	45.05

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206922	8/7/2017	888468 MAJOR METROPOLITAN SECURITY	2299		INSTALL SECURITY BEAMS THROU	IGH(
				11582	043-390-0000-4330		1,550.00
				11582	072-360-0301-4300		700.00
				11582	070-384-0000-4330		700.00
				11582	041-320-0000-4320		700.00
					To	otal :	3,650.00
206923	8/7/2017	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO		
					001-420-0000-4220		32.54
					To	otal:	32.54
206924	8/7/2017	102160 MCMASTER CARR SUPPLY CO	36169271		U-BOLTS FOR CONST METERS		
					070-384-0301-4300		81.17
					To	otal:	81.17
206925	8/7/2017	102148 METROPOLITAN WATER DISTRICT	9077		CAPACITY CHARGE		
200020	0///201/	TOZITO METITOLOGIA WITTER BIOTINO	0011		070-384-0000-4450		3.266.67
						otal :	3,266.67
206926	8/7/2017	892140 MICHAEL BAKER	983288		CONTRACT ADMINISTRATION, PRO).IEC	
			*******	11551	001-150-0000-4270		900.00
				11551	026-311-0127-4270		960.00
					To	otal :	1,860.00
206927	8/7/2017	891329 MIKE'S TIRE MAN INC	88742		TIRES FOR CITY FLEET		
					041-1215		367.47
					To	otal :	367.47
206928	8/7/2017	102226 MISSION LINEN SUPPLY	505276567		LAUNDRY		
					001-225-0000-4350		83.70
			505300502		LAUNDRY		
					001-225-0000-4350		76.32
			505328877		LAUNDRY		
					001-225-0000-4350		98.52
			505357181		LAUNDRY		
			5050004000		001-225-0000-4350		96.61
			5053884896		LAUNDRY		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206928	8/7/2017	102226 MISSION LINEN SUPPLY	(Continued) 505412979		001-225-0000-4350 LAUNDRY 001-225-0000-4350	97.43 93.36
206929	8/7/2017	102260 MOORE MEDICAL LLC	83316999		Total : MEDICATIONS 001-225-0000-4350 Total :	545.94 132.35 132.35
206930	8/7/2017	888869 MUNITEMPS STAFFING	127407 127408	11549 11603	TEMPORARY STAFFING SERVICES-FIN 001-130-0000-4112 TEMPORARY STAFFING SERVICES-FIN 001-130-0000-4112	3,000.00 1,800.00
			127450	11603	TEMPORARY STAFFING SERVICES-FIN 001-130-0000-4112 Total :	5,400.00 10,200.00
206931	8/7/2017	102303 NACHO'S ORNAMENTAL SUPPLY	INV138018		MATL'S FOR CNG GATE 010-320-3697-4600 Total :	32.35 32.35
206932	8/7/2017	892099 NAJERA, BRITTANY	TRAVEL		PER DIEM-TRAFFIC ACCIDENT INVEST 001-225-0000-4360 Total :	205.00 205.00
206933	8/7/2017	887422 NORTHERN SAFETY CO., INC.	902506568		SAFETY GLASSES 043-390-0000-4300 Total :	144.02 144.02
206934	8/7/2017	102410 NORTHRIDGE HOSPITAL MEDICAL	30151042675		SART EXAM 001-224-0000-4270 Total :	730.00 730.00
206935	8/7/2017	102432 OFFICE DEPOT	2079576260 2084421160		OFFICE SUPPLIES 001-422-0000-4300 OFFICE SUPPLIES	47.83
					004-2380	130.27

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206935	8/7/2017	102432 OFFICE DEPOT	(Continued)			
			2084421169		OFFICE SUPPLIES	
					001-422-0000-4300	23.93
			937679102001		OFFICE SUPPLIES	
					070-381-0000-4300	14.19
		937679703001		OFFICE SUPPLIES		
					070-381-0000-4300	42.85
			939769675001		OFFICE SUPPLIES	
					001-222-0000-4300	725.84
			939769920001		OFFICE SUPPLIES	
					001-222-0000-4300	18.67
			939769921001		OFFICE SUPPLIES	
					001-222-0000-4300	46.93
			940084404001		OFFICE SUPPLIES	
					001-130-0000-4300	181.94
			941918519001		OFFICE SUPPLIES	
				070-381-0000-4300	288.86	
			942777605001		OFFICE SUPPLIES	
					001-190-0000-4300	60.83
			942902376001		OFFICE SUPPLIES	
					001-370-0301-4300	31.78
			942902566001		OFFICE SUPPLIES	
					043-390-0000-4300	24.13
			943743273001		OFFICE SUPPLIES	
					001-222-0000-4300	29.62
			943743358001		OFFICE SUPPLIES	
					001-222-0000-4300	65.20
					Total :	1,732.87
206936	8/7/2017	892572 OLIVAREZ MADRUGA	14828		LEGAL SERVICES-APRIL 2017	
					001-110-0000-4270	12,750.51
					072-360-0000-4270	100.00
					Total:	12,850.51
206937	8/7/2017	891395 OMNIS INCORPORATED	17061		PAVEMENT MANAGEMENT SYSTEM UF	
				11574	008-311-0762-4600	6.925.00
			17066		PAVEMENT MANAGEMENT SYSTEM UF	3,320.00

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206937	8/7/2017	891395 OMNIS INCORPORATED	(Continued)				
				11574	008-311-0762-4600 Total :		2,725.00 9,650.00
206938	8/7/2017	890095 O'REILLY AUTOMOTIVE STORES INC	4605-248367		REAR BRAKE PADS-PW2116 041-320-0370-4400		27.12
			4605-248380		AIR & OIL FILTERS		
			4605-248399		041-1215 AIR FILTER-PW2116		77.58
			4605-248491		041-320-0370-4400 BELTS-PK0083		20.68
			4000-240401		041-320-0390-4400		18.85
					Total :		144.23
206939	8/7/2017	890004 PACIFIC TELEMANAGEMENT SERVICE	928769		PD PAYPHONE-AUG 2017 001-190-0000-4220		62.64
					Total:		62.64
206940	8/7/2017	892360 PARKING COMPANY OF AMERICA	INVM0010787		TRANSIT SERVICE-MARCH 2017		
				11457 11457	007-440-0442-4260 007-313-0000-4260		26,553.22 16,804.33
			INVM0010988	11401	TRANSIT SERVICE-APRIL 2017		0,004.00
				11457	007-440-0442-4260	4	11,232.26
			INVM0011195	11457	TRANSIT SERVICE-JUNE 2017 007-440-0442-4260	4	43,299.00
					Total:		27,888.81
206941	8/7/2017	102688 PROFESSIONAL PRINTING CENTERS	32200		CRIME LAB ENVELOPES		
					001-225-0000-4350 Total :		218.41 218.41
206942	8/7/2017	891163 RADIO IP SOFTWARE INC	IN9894662		SERVICE CONTRACT RENEWAL 07/1/1		
					001-135-0000-4260 Total :		976.08 976.08
							310.00
206943	8/7/2017	891881 REMENIH, MICHAEL	JUNE 2017		COMMISSIONER'S STIPEND 001-115-0000-4111		50.00

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206943	8/7/2017	891881 891881 REMENIH, MICHAEL	(Continued)		Total:	50.00
206944	8/7/2017	889602 RESPOND SYSTEMS	101541		AMBU BAGS 001-222-0000-4300 Total :	927.45 927.45
206945	8/7/2017	102855 RIO HONDO REGIONAL	REGISTRATION		RGSTR-FTO TRAINING COURSE ON 001-225-0000-4360 Total:	38.00 38.00
206946	8/7/2017	102858 RIVERSIDE COUNTY SHERIFF	REGISTRATION		RGSTR-POST MANDATED SUPERVISO	
					001-225-0000-4360 Total :	266.00 266.00
206947	8/7/2017	892300 RJM DESIGN GROUP, INC	31989		PARK MASTER PLAN CONSULTANT	
				11413	017-420-1396-4260 Total :	2,690.95 2,690.95
206948	8/7/2017	102666 ROADRUNNER PREFERRED	549-205		COURIER SERVICE 001-222-0000-4260 Total :	206.00 206.00
206949	8/7/2017	887296 ROBLEDO, OLIVIA	JUNE 2017		COMMISSIONER'S STIPEND 001-115-0000-4111 Total:	50.00 50.00
206950	8/7/2017	892417 RODRIGUEZ, MARIA	2000025.003		SENIOR TRIP REFUND 004-2384 Total :	500.00 500.00
206951	8/7/2017	887872 ROSENBERG, IRWIN	REIMB.		REIMB-TRANSPORT FROM AIRPORT TO	
			TRAVEL		001-222-0000-4360 PER DIEM-SBSLI POST TRAINING IN 001-222-0000-4370 Total :	31.70 155.00 186.70
206952	8/7/2017	892174 ROTH, SKYLAR	JULY 2017		CHEER PROGRAM INSTRUCTOR 017-420-1328-4260	225.00

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206952	8/7/2017	892174 892174 ROTH, SKYLAR	(Continued)		Total :	225.0
206953	8/7/2017	102930 ROYAL WHOLESALE ELECTRIC	8901-746151 8901-746579		AC UNIT BREAKER 043-390-0000-4300 MATL'S FOR WELL SITE-12900 DRONFI 070-385-0857-4600	292.75 67.54
					Total :	360.29
206954	8/7/2017	890362 RTB BUS LINE	17346		TRANSPORT SERVICES-CABRILLO MA 007-440-0443-4260	1,196.00
			17356		DAY CAMP FIELD TRIP TRAPORT TO R. 007-440-0443-4260	1,596.00
			17357		DAY CAMP FIELD TRIP TRANSPORT TC 007-440-0443-4260 Total :	1,196.00 3,988.0 0
206955	8/7/2017	103010 SAM'S CLUB DIRECT, #0402814188546	1090		FANS	0,000.00
200933	6/1/2017	103010 SAWIS CLOB DIRECT, #0402014100340	5019		001-222-0000-4300 CIT WEEKLY ACTIVITY SUPPLIES	351.02
			6573		017-420-1399-4300 BREAK ROOM SUPPLIES	39.47
			9619		001-222-0000-4300 CIF-LP SENIOR CLUB ANNIVERSARY C	488.26
					053-101-0107-4430 Total :	119.94 998.6 9
206956	8/7/2017	887576 SAN DIEGO REGIONAL TRAINING	REGISTRATION		RGSTR (4)-POST COURT & TEMPORAF 001-225-0000-4360	460.00
					Total :	460.00
206957	8/7/2017	103057 SAN FERNANDO VALLEY SUN	9919		LEGAL PUBLICATION OF ORD NO U-16 001-115-0000-4230	1.212.50
					Total :	1,212.50
206958	8/7/2017	102967 SCOTT FAZEKAS & ASSOCIATES INC	19588		PLAN CHECK SRVCS-CNG CITY STATIC 010-320-3697-4600	150.00
					Total :	150.00

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206959	8/7/2017	103184 SMART & FINAL	26634		SUPPLIES FOR INMATE MEALS	
					001-225-0000-4350	41.9
			42013		DAY CAMP SUPPLIES	
					017-420-1399-4300	157.13
			42539		LP CLUB SUPPLIES-ANNIVERSARY DA	
					004-2380	168.6
			58933		SUPPLIES FOR ENP FATHER'S DAY	402.0
					004-2346 Total :	103.69 471.3
					Iotai :	4/1.3
206960	8/7/2017	103218 SOLIS, MARGARITA	1		PETTY CASH REIMBURSEMENT	
					041-320-0311-4400	25.00
					070-383-0000-4400	25.00
			66-74		PETTY CASH REIMBURSEMENT	
					001-105-0000-4300	4.19
					001-115-0000-4300	50.00
					001-115-0000-4450	19.7
					001-222-0000-4300	24.0
					001-423-0000-4300	9.9
					017-420-1399-4300	90.14
					041-320-0000-4310	26.2
					Total:	274.3
206961	8/7/2017	892367 SOLIS, MARGARITA	072117		L P SENIOR PETTY CASH REIMB.	
					004-2380	69.6
					Total:	69.6
206962	8/7/2017	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST	
					027-344-0000-4210	8,163.6
			2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS	0,100.0
			2 02 002 7070		043-390-0000-4210	9,432.0
			2-21-082-3241		ELECTRIC - VARIOUS LOCATIONS	-,
					027-344-0000-4210	14,732.79
					029-335-0000-4210	1,803.6
					070-384-0000-4210	481.9
					043-390-0000-4210	11,490.9
			2-33-746-5215		ELECTRIC-190 PARK	,

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			(Continued)	103202 SOUTHERN CALIFORNIA EDISON CO.	8/7/2017	206962
561.70	027-344-0000-4210 ELECTRIC - 1117 2ND		2-39-084-2581			
24.72	043-390-0000-4210 ELECTRIC-801 EIGHTH 043-390-0000-4210		2-39-717-6769			
46,720.38	Total :					
2,388.92	NATURAL GAS-CNG STATION 041-320-3661-4400		176-827-9753-9	103206 SOUTHERN CALIFORNIA GAS CO.	8/7/2017	206963
2,388.92	Total :					
	CAR WASHES-MAY 2017		74930	890834 SPARKLING IMAGE CORP	8/7/2017	206964
124.00	001-222-0000-4320 CAR WASHES-JUNE 2017		75478			
150.00 274.0 0	001-222-0000-4320 Total :					
	PEST CONTROL-POLICE		943465	103251 STANLEY PEST CONTROL	8/7/2017	206965
94.00 94.0 0	043-390-0000-4260 Total :					
	DOJ LIVESCAN FINGERPRINTING-JUNI		JU! 240963	100532 STATE OF CALIFORNIA, DEPARTMENT OF	8/7/2017	206966
3,409.00	004-2386					
132.00 3,541.0 0	001-222-0000-4270 Total :					
	PRISONER SLIPPERS		018713	103299 SUPREME SALES COMPANY, INC.	8/7/2017	206967
565.00 565.0 0	001-225-0000-4350 Total :					
000.00	PROFESSIONAL SERVICES		17-0718-01	103090 SUSAN SAXE-CLIFFORD, PH.D.	8/7/2017	206968
600.00	001-222-0000-4270		17-0710-01	100000 OOOAN OAAL-OLII I OND, I II.D.	0///2017	200300
600.00	Total :					
800.00	AUG-WEBSITE HOSTING & MAINT 001-135-0000-4260	11592	18493	888946 TEKWERKS	8/7/2017	206969

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206969	8/7/2017	888946	(Continued)		Total :	800.00
206970	8/7/2017	103205 THE GAS COMPANY	042-320-6900-7		GAS - 910 FIRST	
					043-390-0000-4210	87.59
			084-220-3249-3		GAS - 505 S HUNTINGTON	
					043-390-0000-4210	30.4
			088-520-6400-8		GAS - 117 MACNEIL	
					043-390-0000-4210	47.27
			090-620-6400-2		GAS - 120 MACNEIL	
					070-381-0000-4210	5.03
					072-360-0000-4210	5.03
					043-390-0000-4210	10.07
			143-287-8131-6		GAS - 208 PARK	
					043-390-0000-4210	37.92
					Total:	223.32
06971 8/7/2017	101528 THE HOME DEPOT CRC, ACCT#60353	32202490 1072319		MATL'S FOR SECURITY SYSTEM-501 1:		
					043-390-0000-4300	126.70
			1670384		CORDLESS DRILL SET	
					001-311-0000-4300	544.46
			1741266		MISC SUPPLIES	
					043-390-0000-4300	27.17
			2551770		GENERATOR EQUIPMENT	
					043-390-0000-4310	654.41
			2561769		EQUIPMENT TOOLS	
					043-390-0000-4310	455.09
			3064033		SIGN MATERIAL	
					001-370-0301-4300	142.29
			3270193		MATL'S FOR ELECTRIC GATE-CNG PRO	
					010-320-3697-4600	44.74
			3270194		REPL DRILL BITS & TOOL KIT	
					027-344-0301-4300	440.2
			4060515		MATL'S FOR ELECTRIC GATE-CNG PRO	
					010-320-3697-4600	284.93
			5701388		CREDIT-CORDLESS DRILL SET REPLAI	
					001-311-0000-4300	-640.54
			6075031		LIGHT BULBS	

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			2202490 (Continued)	528 THE HOME DEPOT CRC, ACCT#603532	7 1	8/7/2017	206971			
25.7	043-390-0000-4300									
	CABLE SNAKE		612215							
158.1	043-390-0000-4300									
	MATL'S FOR ELECTRIC GATE-CNG PRO		62835							
10.3	010-320-3697-4600 SHOWER HEAD REPL-PD		62836							
73.8	043-390-0000-4300		02830							
75.0	CORDLESS DRILL SET		7750298							
640.5	001-311-0000-4300		7.00200							
	MATL'S FOR ELECTRIC GATE-CNG PRO		8063199							
45.5	010-320-3697-4600									
	GRAFFITI ABATEMENT SUPPLIES		8074585							
15.0	001-152-0000-4300									
	MISC SUPPLIES		8583878							
34.5	001-311-0000-4300									
3,083.2	Total :									
	FY17-18 MEMBERSHIP RENEWAL		88-0797-3348	322 THE NATIONAL ARBOR DAY	7 8	8/7/2017	206972			
15.0	001-310-0000-4380									
15.0	Total :									
	DELIVERY OF PROGRAM INFO-JAM CA		E8225	817 THE WALKING MAN, INC.	7 8	8/7/2017	206973			
925.0	001-420-0000-4260			,						
925.0	Total :									
	LA CLEAR INVEST TOOLS		836377612	833 THOMSON REUTERS	7 (8/7/2017	206974			
182.9	001-135-0000-4260		030377012	033 THOMSON REGIENS	,	0/1/2017	200374			
182.9	Total :									
	· · · · · ·									
	CABLE-PD (07/18/17-08/17/17)		0010369071017	903 TIME WARNER CABLE	7 1	8/7/2017	206975			
226.1	001-222-0000-4260									
201	CABLE-REC PARK (06/29/17-07/28/17)		8448-20-054-0010518							
201.5	001-420-0000-4260 INTERNET SERVICES 07/23/17-08/22/17		8448-20-054-0196309							
1,408.	001-190-0000-4220		0440-20-034-0190309							
1,400.	CABLE-LP PARK (07/13-08/12)		8448-20-054-028882							

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Voucher List

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206982

8/7/2017 103439 UPS

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206975	8/7/2017	103903 TIME WARNER CABLE	(Continued)			
					001-420-0000-4260	180.28
					Total :	2,016.11
206976	8/7/2017	890010 TOTAL PRINTING SUPPLIES	17200		(2) HP LASERJET CARTRIDGES-BLACK	
					001-130-0000-4300	294.30
					Total:	294.30
206977	8/7/2017	887986 TRAFFIC MANAGEMENT INC.	356866		SAFETY SIGNAGE	
					070-383-0000-4310	811.32
					Total:	811.32
206978	8/7/2017	103413 TRANS UNION LLC	06706885		CREDIT CHECKS	
					001-222-0000-4260	60.00
					Total :	60.00
206979	8/7/2017	103463 U.S. POSTMASTER	JULY 2017		POSTAGE-JULY WATER BILLS	
					070-382-0000-4300	612.69
					072-360-0000-4300	612.68
					Total :	1,225.37
206980	8/7/2017	892258 UNIFORM & ACCESSORIES	606542		UNIFORMS	
					001-222-0000-4300	316.17
					Total :	316.17
206981	8/7/2017	888241 UNITED SITE SERVICES OF CAINC	114-5407-146		PORTABLE TOILET RENTAL-12900 DRC	
					070-384-0000-4260	136.94
			114-5475965		PORTABLE TOILET RENTAL-501 FIRST	
			44.4.5.407000		043-390-0000-4260	633.85
			114-5487082		PORTABLE TOILET RENTAL-LAYNE PAF 043-390-0000-4260	437.48
			114-5513112		PORTABLE TOILET RENTAL-12900 DRC	457.40
			00.02		070-384-0000-4260	136.99
			114-5521273		PORTABLET TOILET RENTAL-REC PAR	
					001-420-0000-4260	165.04
					Total :	1,510.30

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COURIER SERVICES

165.04 **1,510.30**

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amour
206982	8/7/2017	103439 UPS	(Continued)				
					001-190-0000-4280 Total :		179.1 179.1
206983	8/7/2017	892573 USAT CORPORATION	10059581		MESSAGE BOARDS		
				11589	001-310-0000-4500 Total :		2,229.6 2,229.6
206984	8/7/2017	103534 VALLEY LOCKSMITH	4507		KEYS-NEW LIFT-PK3234 041-320-0390-4400		32.6
			4513		LOCKSMITH SERVICES-WELL2A 070-384-0000-4330		180.7
			4515		LOCKSMITH SERVICES 043-390-0000-4260		222.2
					Total :		435.5
206985	8/7/2017	892431 VALLEY SPORTS AND UNIFORMS	871	11604	2ND INSTALLMENT-REFEREE & SCORE 017-420-1328-4260 Total :		2,532.0 2,532.0
206986	8/7/2017	889644 VERIZON BUSINESS	382056		CITY HALL LONG DISTANCE 001-190-0000-4220		48.8
			382057		CITY YARD LONG DISTANCE 070-384-0000-4220		14.6
			382058		CITY HALL LONG DISTANCE 001-190-0000-4220		25.2
			382059 382060		POLICE LONG DISTANCE 001-222-0000-4220 CITY YARD LONG DISTANCE		111.8
			382060		070-384-0000-4220 PARKS LONG DISTANCE		9.7
			382600		001-420-0000-4220 CITY YARD LONG DISTANCE		15.0
			382611		001-310-0000-4220 CITY HALL LONG DISTANCE		4.9
					001-190-0000-4220		57.8

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 Voucher List
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 CITY OF SAN FERNANDO
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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206986	8/7/2017	889644 VERIZON BUSINESS	(Continued)		Total :	288.15
206987	8/7/2017	892081 VERIZON BUSINESS SERVICES	70499509		MPLS PORT ACCESS & ROUTER FOR F	
					001-222-0000-4220	1.033.97
					Total:	1,033.97
206988	8/7/2017	100101 VERIZON WIRELESS-LA	9788958824		VARIOUS CELL PHONE PLANS	
					001-105-0000-4220	47.08
					072-360-0000-4220	60.73
					001-101-0109-4220	32.20
					001-101-0111-4220	34.63
					001-101-0107-4220	38.79
					Total:	213.43
206989	8/7/2017	891531 WILLDAN ENGINEERING	003-24028		ON-CALL ENGINEERING SERVICES	
				11500	001-310-0000-4270	4,355.00
				11500	012-311-0560-4600	1,495.00
				11500	010-320-3697-4600	1,625.00
				11500	073-350-0842-4500	455.00
				11500	001-310-3697-4270	130.00
				11500	026-311-0127-4600	130.00
			00324059		ENGINEERING SERVICES FOR SRTS C	
				11452	012-311-3636-4600	1,260.60
			003-24087		ON-CALL ENGINEERING SERVICES	
				11500	001-310-0000-4270	4,810.00
				11500	012-311-6673-4600	65.00
				11500	010-320-3697-4600	3,380.00
				11500	001-310-3697-4270	195.00
				11500	026-311-0127-4600	455.00
			00324109		NPDES & TMDL SERVICES	
				11558	001-310-0000-4270	1,815.00
			003-24247		ON-CALL ENGINEERING SERVICES	
				11500	001-310-0000-4270	6,760.00
				11500	012-311-6673-4600	65.00
				11500	012-311-0560-4600	390.00
				11500	010-320-3697-4600	1,235.00
				11500	001-310-3697-4270	325.00

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206989	8/7/2017	891531 WILLDAN ENGINEERING	(Continued)			
				11500	026-311-0127-4600	65.00
			00324413		NPDES & TMDL SERVICES	
				11558	001-310-0000-4270	2,843.00
					Total :	31,853.60
206990	8/7/2017	892023 WINDSTREAM	69122501		PHONE SERVICE 07/01/17-07/17/17	
					001-190-0000-4220	897.13
					001-222-0000-4220	340.77
					001-420-0000-4220	458.45
					070-384-0000-4220	245.58
			69122501		PHONE SERVICE 06/18/17-06/30/17	
					001-222-0000-4220	340.77
					001-420-0000-4220 070-384-0000-4220	458.45 245.58
					001-190-0000-4220	897.14
			69194428		PHONE SERVICE 07/18/17-08/17/17	007.14
					001-222-0000-4220	674.60
					001-420-0000-4220	420.65
					070-384-0000-4220	492.06
					001-420-0000-4220	497.62
					001-190-0000-4220	1,798.78
					Total :	7,767.58
206991	8/7/2017	103716 WORKBOOT WAREHOUSE	4-23661		SAFETY WORK BOOTS	
					041-320-0000-4310	304.81
			4-23662		SAFETY WORK BOOTS	
					041-320-0000-4310	151.86
			4-23671		SAFETY WORK BOOTS	
					043-390-0000-4310	304.81
					Total :	761.48
206992	8/7/2017	103716 WORKBOOT WAREHOUSE	4-23539		SAFETY WORK BOOTS	
					072-360-0000-4310	184.63
					Total :	184.63
206993	8/7/2017	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	JUNE 2017		COMMISSIONER'S STIPEND	

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vchlist Voucher List 29 CITY OF SAN FERNANDO 08/02/2017 12:22:56PM Bank code : bank3 Voucher Description/Account Date Vendor PO # Amount Invoice 8/7/2017 888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y. 206993 (Continued) 001-115-0000-4111 50.00 Total: 50.00 152 Vouchers for bank code : bank3 Bank total : 889,519.47 152 Vouchers in this report Total vouchers : 889,519.47

Voucher Registers are not final until approved by Council.

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HANDWRITTEN CHECKS

vchlist **Voucher List** 06/28/2017 2:37:19PM CITY OF SAN FERNANDO Bank code : PO # Voucher Date Vendor Invoice Description/Account Amount 206494 7/1/2017 100286 BAKER, BEVERLY 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 547.98 Total: 547.98 206495 7/1/2017 891015 CROOK, ROBERT 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 651.52 Total: 651.52 206496 7/1/2017 100916 DEIBEL, PAUL 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 261.76 Total: 261.76 206497 7/1/2017 891041 GARCIA, CONNIE 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 172.48 Total: 172.48 206498 7/1/2017 101781 KISHITA, ROBERT 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 172.48 172.48 7/1/2017 101926 LILES, RICHARD CALPERS HEALTH REIMB 206499 17-Jul 070-180-0000-4127 273.81 072-180-0000-4127 273.80 Total: 547.61 206500 7/1/2017 891027 LOCKETT, JOANN CALPERS HEALTH REIMB 17-Jul 001-180-0000-4127 261.76 Total: 261.76 206501 7/1/2017 891028 MANTHEY, DONALD 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 651.52 Total : 651.52 206502 7/1/2017 102126 MARTINEZ, MIGUEL 17-Jul CALPERS HEALTH REIMB 1.019.78 070-180-0000-4127

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Total:

1,019.78

vchlist 06/28/2017	2:37:19P	м	Voucher List CITY OF SAN FERNANDO			Page: 2
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206503	7/1/2017	102483 OROZCO, ELVIRA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	196.21 I: 196.21
206504	7/1/2017	891031 ORTEGA, JIMMIE	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 Tota	261.76 I: 261.76
206505	7/1/2017	891032 OTREMBA, EUGENE	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 Tota	651.52 I: 651.52
206506	7/1/2017	891354 RAMIREZ, ROSALINDA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 Tota	445.89 I: 445.89
206507	7/1/2017	102940 RUIZ, RONALD	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 Tota	547.98 I: 547.98
206508	7/1/2017	103121 SERRANO, ARMANDO	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 Tota	1,223.96 I: 1,223.96
206509	7/1/2017	889588 UFANO, VIRGINIA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 Tota	445.89 I: 445.89
206510	7/1/2017	891046 VANAALST, LEONILDA	17-Jul		CALPERS HEALTH REIMB 070-180-0000-4127 Tota	172.48 I: 172.48
17	7 Vouchers fo	or bank code : bank3			Bank tota	I: 8,232.58
17	7 Vouchers in	ı this report			Total vouchers	s: 8,232.58

vchlist 06/28/2017	2:37:19PM		Voucher List CITY OF SAN FERNAND				3	
Bank code :	bank3							
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amo	unt

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** 06/28/2017 2:50:48PM CITY OF SAN FERNANDO Bank code : PO # Voucher Date Vendor Invoice Description/Account Amount 206511 7/1/2017 100042 ABDALLAH, ALBERT 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 1,629.55 Total: 1,629.55 206512 7/1/2017 100091 AGORICHAS, JOHN 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 225.63 Total: 225.63 206513 7/1/2017 891039 AGUILAR, JESUS 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 472.96 Total: 472.96 206514 7/1/2017 100104 ALBA, ANTHONY 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 651.52 Total: 651.52 206515 7/1/2017 891011 APODACA-GRASS, ROBERTA 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 651.52 651.52 7/1/2017 100306 BARNARD, LARRY CALPERS HEALTH REIMB 206516 17-Jul 001-180-0000-4127 1.104.00 1,104.00 206517 7/1/2017 100346 BELDEN, KENNETH M. CALPERS HEALTH REIMB 17-Jul 001-180-0000-4127 1,339.00 206518 CALPERS HEALTH REIMB 7/1/2017 892233 BUZZELL, CAROL 17-Jul 001-180-0000-4127 196.21 196.21 CALPERS HEALTH REIMB 206519 7/1/2017 891350 CALZADA, FRANK 17-Jul 001-180-0000-4127 520.42 Total: 520.42 206520 7/1/2017 100642 CASTRO, RICO CALPERS HEALTH REIMB 17-Jul Page:

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206520	7/1/2017	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	Total :	1,303.76 1,303.76
206521	7/1/2017	891014 CREEKMORE, CASIMIRA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
206522	7/1/2017	891016 DEATON, MARK	17-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	547.61 547.61
206523	7/1/2017	100913 DECKER, CATHERINE	17-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	651.52 651.52
206524	7/1/2017	100925 DELGADO, RALPH	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 520.42
206525	7/1/2017	892102 DOSTER, DARRELL	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
206526	7/1/2017	100996 DRAKE, JOYCE	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
206527	7/1/2017	100995 DRAKE, MICHAEL	17-Jul		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	130.88 130.88 261.76
206528	7/1/2017	100997 DRAPER, CHRISTOPHER	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,364.11 1,364.11
206529	7/1/2017	101044 ELEY, JEFFREY	17-Jul		CALPERS HEALTH REIMB		

vchlist		Voucher List	Page:	3
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/ougher	Data	Vendor	Invoice	PO #	Description/Account		Amaun
/oucher 206529	Date			<u>P0#</u>	Description/Account		Amoun
206529	7/1/2017	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	Total :	1,748.00 1,748.0 0
206530	7/1/2017	891040 FISHKIN, RIVIAN	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
206531	7/1/2017	892103 GAJDOS, BETTY	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
206532	7/1/2017	891351 GARCIA, DEBRA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,389.38 1,389.38
206533	7/1/2017	891067 GARCIA, NICOLAS	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,090.70 1,090.7 0
206534	7/1/2017	101318 GLASGOW, KEVIN	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,364.11 1,364.1 1
206535	7/1/2017	891020 GLASGOW, ROBERT	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	336.00 336.00
206536	7/1/2017	891021 GUIZA, JENNIE	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.7 6
206537	7/1/2017	101415 GUTIERREZ, OSCAR	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
206538	7/1/2017	891352 HADEN, SUSANNA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127		1,019.78

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06/28/2017	2:50:48PM	CITY OF SAN FERNANDO		

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
206538	7/1/2017	891352 891352 HADEN, SUSANNA	(Continue	d)		Total :	1,019.78
206539	7/1/2017	101440 HALCON, ERNEST	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,104.00 1,104.0 0
206540	7/1/2017	891918 HARTWELL, BRUCE	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.5 2
206541	7/1/2017	101465 HARVEY, DAVID	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
206542	7/1/2017	101466 HARVEY, DEVERY MICHAEL	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,513.00 1,513.0 0
206543	7/1/2017	101471 HASBUN, NAZRI A.	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 001-2110	Total :	1,223.96 -69.04 1,154.9 2
206544	7/1/2017	891023 HATFIELD, JAMES	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.5 2
206545	7/1/2017	892104 HERNANDEZ, ALFONSO	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,628.59 1,628.5 9
206546	7/1/2017	891024 HOOKER, RAYMOND	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.88 587.88
206547	7/1/2017	101538 HOUGH, RAY	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127		520.42

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206547	7/1/2017	101538 HOUGH, RAY	(Continue	d)		Total :	520.42
206548	7/1/2017	101597 IBRAHIM, SAMIR	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.92 472.92
206549	7/1/2017	101694 JACOBS, ROBERT	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,031.00 1,031.00
206550	7/1/2017	892105 KAHMANN, ERIC	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	746.37 746.37
206551	7/1/2017	101786 KLOTZSCHE, STEVEN	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	741.92 741.92
206552	7/1/2017	891866 KNIGHT, DONNA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
206553	7/1/2017	891026 LEWIS, DURWOOD	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
206554	7/1/2017	891043 LIEBERMAN, LEONARD	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
206555	7/1/2017	101933 LITTLEFIELD, LESLEY	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
206556	7/1/2017	102059 MACK, MARSHALL	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,223.96 1,223.96

vchlist 06/28/2017	2:50:48P	Voucher List 2:50:48PM CITY OF SAN FERNANDO				Pa	age: 6
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206557	7/1/2017	891010 MAERTZ, ALVIN	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.96 472.96
206558	7/1/2017	888037 MARTINEZ, ALVARO	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,019.78 1,019.78
206559	7/1/2017	102206 MILLER, WILMA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
206560	7/1/2017	102232 MIURA, HOWARD	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
206561	7/1/2017	892106 MONTAN, EDWARD	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	741.92 741.92
206562	7/1/2017	102365 NAVARRO, RICARDO A	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 520.42
206563	7/1/2017	102473 ORDELHEIDE, ROBERT	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,733.29 1,733.29
206564	7/1/2017	102486 ORSINI, TODD	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,629.55 1,629.55
206565	7/1/2017	102569 PARKS, ROBERT	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,748.00 1,748.00
206566	7/1/2017	891353 PEAVY, JOSEPH	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127		172.48

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Date Vendor	Invoice	PO #	Description/Account		Amoun
7/1/2017 891353 891353 PEAVY, JOSEPH	(Continued)			Total:	172.48
7/1/2017 102527 PISCITELLI, ANTHONY	17-Jul		CALPERS HEALTH REIMB		
			001-180-0000-4127		520.42
				Total :	520.42
7/1/2017 891033 POLLOCK, CHRISTINE	17-Jul		CALPERS HEALTH REIMB		
			001-180-0000-4127		336.00
				Total :	336.00
7/1/2017 102735 QUINONEZ, MARIA	17-Jul		CALPERS HEALTH REIMB		
			001-180-0000-4127		1,019.78
			001-2110		-83.70
				Total :	936.08
7/1/2017 891034 RAMSEY, JAMES	17-Jul		CALPERS HEALTH REIMB		
			001-180-0000-4127		1,389.38
				Total:	1,389.38
7/1/2017 102864 RIVETTI, DOMINICK	17-Jul		CALPERS HEALTH REIMB		
			001-180-0000-4127		1,104.00
				Total:	1,104.00
7/1/2017 102936 RUELAS, MARCO	17-Jul		CALPERS HEALTH REIMB		
			001-180-0000-4127		1,628.59
				Total:	1,628.59
7/1/2017 891044 RUSSUM, LINDA	17-Jul		CALPERS HEALTH REIMB		
			001-180-0000-4127		172.48
				Total:	172.48
7/1/2017 890806 SALDIVAR GEORGE	17-Jul		CALPERS HEALTH REIMB		
William Coccoo Chebruit, Ceotice					746.37
				Total:	746.37
7/1/2017 892107 SHANAHAN, MARK	17-Jul		CALPERS HEALTH REIMR		
THEOTH OUT OF MANAGEMENT	17-001				746.37
	806 SALDIVAR, GEORGE 107 SHANAHAN, MARK			001-180-0000-4127	806 SALDIVAR, GEORGE 17-Jul CALPERS HEALTH REIMB 001-180-0000-4127 Total : 107 SHANAHAN, MARK 17-Jul CALPERS HEALTH REIMB

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
206575	7/1/2017	892107 892107 SHANAHAN, MARK	(Continued)		Total :	746.37
206576	7/1/2017	891035 SHERWOOD, NINA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.7 6
206577	7/1/2017	103175 SKOBIN, ROMELIA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	977.64 977.6 4
206578	7/1/2017	103220 SOMERVILLE, MICHAEL	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,748.00 1,748.0 0
206579	7/1/2017	891045 TIGHE, HAROLD	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.96 472.9 6
206580	7/1/2017	103394 TORRES, RACHEL	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.7 6
206581	7/1/2017	888417 VALDIVIA, LAURA	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.88 587.8 8
206582	7/1/2017	103562 VASQUEZ, JOEL	17-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,748.00 1,748.0 0
206583	7/1/2017	891038 WAITE, CURTIS	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	977.64 977.6 4
206584	7/1/2017	891036 WATT, DAVID	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.5 2

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Bank code :	bank3					_
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206585	7/1/2017	891037 WEBB, NANCY	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 Total	630.69 : 630.69
206586	7/1/2017	103643 WEDDING, JEROME	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 Total	651.52 : 651.52
206587	7/1/2017	103727 WYSBEEK, DOUDE	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 Total	261.76 : 261.76
206588	7/1/2017	103737 YNIGUEZ, LEONARD	17-Jul		CALPERS HEALTH REIMB 001-180-0000-4127 Total	977.64 : 977.64
78	Vouchers fo	or bank code : bank3			Bank total	: 60,541.08
78	Vouchers in	this report			Total vouchers	: 60,541.08

Voucher Registers are not final until approved by Council.

CC Meeting Agenda

HANDWRITTEN CHECKS

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 Bank code : bank3
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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
206740	8/1/2017	100286 BAKER, BEVERLY	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	547.9 547.9
206741	8/1/2017	891015 CROOK, ROBERT	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.53 651.5 3
206742	8/1/2017	100916 DEIBEL, PAUL	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.70 261.7 0
206743	8/1/2017	891041 GARCIA, CONNIE	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.44 172.4
206744	8/1/2017	101781 KISHITA, ROBERT	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.4 172.4
206745	8/1/2017	101926 LILES, RICHARD	17-Aug		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	273.8 273.8 547.6
206746	8/1/2017	891027 LOCKETT, JOANN	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.7 261.7
206747	8/1/2017	891028 MANTHEY, DONALD	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.5 651.5
206748	8/1/2017	102126 MARTINEZ, MIGUEL	17-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,019.7 1,019.7

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206749	8/1/2017	102483 OROZCO, ELVIRA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	196.21 196.21
206750	8/1/2017	891031 ORTEGA, JIMMIE	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
206751	8/1/2017	891032 OTREMBA, EUGENE	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
206752	8/1/2017	891354 RAMIREZ, ROSALINDA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	445.89 445.89
206753	8/1/2017	102940 RUIZ, RONALD	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	547.98 547.98
206754	8/1/2017	103121 SERRANO, ARMANDO	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,223.96 1,223.96
206755	8/1/2017	889588 UFANO, VIRGINIA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	445.89 445.89
206756	8/1/2017	891046 VANAALST, LEONILDA	17-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	172.48 172.48
17	7 Vouchers fo	or bank code : bank3			Ва	ank total :	8,232.58
17	7 Vouchers in	n this report			Total v	ouchers :	8,232.58

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	А	mount

Voucher Registers are not final until approved by Council.

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Bank code :	bank3						
/oucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206757	8/1/2017	100042 ABDALLAH, ALBERT	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,629.55 1,629.55
206758	8/1/2017	100091 AGORICHAS, JOHN	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	225.63 225.63
206759	8/1/2017	891039 AGUILAR, JESUS	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.96 472.9 6
206760	8/1/2017	100104 ALBA, ANTHONY	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
06761	8/1/2017	891011 APODACA-GRASS, ROBERTA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.5 2
06762	8/1/2017	100306 BARNARD, LARRY	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,104.00 1,104.00
06763	8/1/2017	100346 BELDEN, KENNETH M.	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,339.00 1,339.00
06764	8/1/2017	892233 BUZZELL, CAROL	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	196.21 196.21
06765	8/1/2017	891350 CALZADA, FRANK	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 520.42
206766	8/1/2017	100642 CASTRO, RICO	17-Aug		CALPERS HEALTH REIMB		020.12

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206766	8/1/2017	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	Total :	1,303.76 1,303.76
206767	8/1/2017	891014 CREEKMORE, CASIMIRA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
206768	8/1/2017	891016 DEATON, MARK	17-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	547.61 547.61
206769	8/1/2017	100913 DECKER, CATHERINE	17-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	651.52 651.52
206770	8/1/2017	100925 DELGADO, RALPH	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 520.42
206771	8/1/2017	892102 DOSTER, DARRELL	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
206772	8/1/2017	100996 DRAKE, JOYCE	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
206773	8/1/2017	100995 DRAKE, MICHAEL	17-Aug		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	130.88 130.88 261.76
206774	8/1/2017	100997 DRAPER, CHRISTOPHER	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,364.11 1,364.11
206775	8/1/2017	101044 ELEY, JEFFREY	17-Aug		CALPERS HEALTH REIMB		

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/oucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
206775	8/1/2017	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	Total :	1,748.00 1,748.0 0
206776	8/1/2017	891040 FISHKIN, RIVIAN	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.4 8
206777	8/1/2017	892103 GAJDOS, BETTY	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
206778	8/1/2017	891351 GARCIA, DEBRA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,389.38 1,389.38
206779	8/1/2017	891067 GARCIA, NICOLAS	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,090.70 1,090.70
206780	8/1/2017	101318 GLASGOW, KEVIN	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,364.11 1,364.11
206781	8/1/2017	891020 GLASGOW, ROBERT	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	336.00 336.00
206782	8/1/2017	891021 GUIZA, JENNIE	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.7 6
206783	8/1/2017	101415 GUTIERREZ, OSCAR	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
206784	8/1/2017	891352 HADEN, SUSANNA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		1,019.78

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
206784	8/1/2017	891352 891352 HADEN, SUSANNA	(Continue	d)		Total :	1,019.78
206785	8/1/2017	101440 HALCON, ERNEST	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,104.00 1,104.0 0
206786	8/1/2017	891918 HARTWELL, BRUCE	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.5 2
206787	8/1/2017	101465 HARVEY, DAVID	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
206788	8/1/2017	101466 HARVEY, DEVERY MICHAEL	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,513.00 1,513.0 0
206789	8/1/2017	101471 HASBUN, NAZRI A.	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 001-2110	Total :	1,223.96 -69.04 1,154.9 2
206790	8/1/2017	891023 HATFIELD, JAMES	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.5 2
206791	8/1/2017	892104 HERNANDEZ, ALFONSO	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,628.59 1,628.5 9
206792	8/1/2017	891024 HOOKER, RAYMOND	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.88 587.88
206793	8/1/2017	101538 HOUGH, RAY	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		520.42

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
206793	8/1/2017	101538 101538 HOUGH, RAY	(Continued	i)		Total:	520.42
206794	8/1/2017	101597 IBRAHIM, SAMIR	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.92 472.92
206795	8/1/2017	101694 JACOBS, ROBERT	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,031.00 1,031.00
206796	8/1/2017	892105 KAHMANN, ERIC	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	746.37 746.3 7
206797	8/1/2017	101786 KLOTZSCHE, STEVEN	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	741.92 741.92
206798	8/1/2017	891866 KNIGHT, DONNA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.4 8
206799	8/1/2017	891026 LEWIS, DURWOOD	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
206800	8/1/2017	891043 LIEBERMAN, LEONARD	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
206801	8/1/2017	101933 LITTLEFIELD, LESLEY	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
206802	8/1/2017	102059 MACK, MARSHALL	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,223.96 1,223.9 6

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
206803	8/1/2017	891010 MAERTZ, ALVIN	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.96 472.9 6
206804	8/1/2017	888037 MARTINEZ, ALVARO	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,019.78 1,019.7 8
206805	8/1/2017	102206 MILLER, WILMA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.7 6
206806	8/1/2017	102232 MIURA, HOWARD	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
206807	8/1/2017	892106 MONTAN, EDWARD	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	741.92 741.92
206808	8/1/2017	102365 NAVARRO, RICARDO A	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 520.42
206809	8/1/2017	102473 ORDELHEIDE, ROBERT	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,733.29 1,733.29
206810	8/1/2017	102486 ORSINI, TODD	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,629.55
206811	8/1/2017	102569 PARKS, ROBERT	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,748.00 1,748.00
206812	8/1/2017	891353 PEAVY, JOSEPH	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		172.48

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206812	8/1/2017	891353 891353 PEAVY, JOSEPH	(Continued)			Total:	172.48
206813	8/1/2017	102527 PISCITELLI, ANTHONY	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		520.42
						Total :	520.42
206814	8/1/2017	891033 POLLOCK, CHRISTINE	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		336.00
						Total :	336.00
206815	8/1/2017	102735 QUINONEZ, MARIA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 001-2110		1,019.78 -83.70
					001-2110	Total:	936.08
206816	8/1/2017	891034 RAMSEY, JAMES	17-Aug		CALPERS HEALTH REIMB		
			-		001-180-0000-4127	Total :	1,389.38 1,389.38
206817	8/1/2017	102864 RIVETTI, DOMINICK	17-Aug		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	1,104.00 1,104.00
206818	8/1/2017	102936 RUELAS, MARCO	17-Aug		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	1,628.59 1,628.59
206819	8/1/2017	891044 RUSSUM, LINDA	17-Aug		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	172.48 172.48
000000	01410047	000000 041 01/40 050005	47.4		OAL DEDOLUEAL THE DEIME	iotai.	172.40
206820	8/1/2017	890806 SALDIVAR, GEORGE	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		746.37
						Total:	746.37
206821	8/1/2017	892107 SHANAHAN, MARK	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		746.37

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206821	8/1/2017	892107 892107 SHANAHAN, MARK	(Continued)			Total :	746.37
206822	8/1/2017	891035 SHERWOOD, NINA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
206823	8/1/2017	103175 SKOBIN, ROMELIA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	977.64 977.64
206824	8/1/2017	103220 SOMERVILLE, MICHAEL	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,748.00 1,748.00
206825	8/1/2017	891045 TIGHE, HAROLD	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.96 472.96
206826	8/1/2017	103394 TORRES, RACHEL	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
206827	8/1/2017	888417 VALDIVIA, LAURA	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.88 587.88
206828	8/1/2017	103562 VASQUEZ, JOEL	17-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,748.00 1,748.00
206829	8/1/2017	891038 WAITE, CURTIS	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	977.64 977.64
206830	8/1/2017	891036 WATT, DAVID	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52

Voucher List

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Bank code :	bank3								
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
206831	8/1/2017	891037 WEBB, NANCY	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	630.69 630.69			
206832	8/1/2017	103643 WEDDING, JEROME	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	651.52 651.52			
206833	8/1/2017	103727 WYSBEEK, DOUDE	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	261.76 261.76			
206834	8/1/2017	103737 YNIGUEZ, LEONARD	17-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	977.64 977.64			
78	8 Vouchers fo	or bank code : bank3			Bank total :	60,541.08			
78	8 Vouchers in	n this report			Total vouchers :	60,541.08			

Voucher Registers are not final until approved by Council.

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HANDWRITTEN CHECKS

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
206217	6/1/2017	103648 CITY OF SAN FERNANDO	PR 6-2-17		REIMB FOR PAYROLL & SPECIAL W/E 5	
					001-1003	285,028.30
					007-1003	117.1
					008-1003	1,321.6
					010-1003	635.5
					011-1003	1,020.8
					012-1003	820.3
					017-1003	1,194.0
					018-1003	57,024.03
					026-1003	678.8
					027-1003	3,155.6
					029-1003	3,758.7
					041-1003	5,720.1
					043-1003	8,731.0
					070-1003	39,335.22
					072-1003	22,458.83
					119-1003	1,282.73
					Total :	432,283.10
206218	6/1/2017	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS - JUNE	
					001-1160	139,735.1
					Total :	139,735.1
206219	6/2/2017	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS - JUNE	
					001-1160	234.96
					Total:	234.96
206220	6/2/2017	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - JUNE	
200220	0/2/2017	090907 DELIA DENTAL OF CALIFORNIA	DEIVIAND		001-1160	11,851.59
					Total:	11,851.59
					iotai .	11,051.5
206221	6/2/2017	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS - JUN	
					001-1160	2,472.58
					Total:	2,472.58
206222	6/2/2017	103463 U.S. POSTMASTER	06-01-17		POSTAGE-2016 ANNUAL WATER QUALI	

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
206222	6/2/2017	103463 U.S. POSTMASTER	(Continued)				
					070-381-0000-4430	Total :	2,600.00 2,600.00
206223	6/5/2017	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INSURANCE BENEFITS	S - JU	
					001-1160		3,013.94
					•	Total :	3,013.94
206224	6/8/2017	888070 PINEDA SANTANA, CRUZ	101		DEP-SR CLUB CATERING SERVIC	E- FA	
					004-2380		3,000.00
					•	Total :	3,000.00
206225	6/8/2017	891301 BERNARDEZ, RENATE Z.	414		INTERPRETATION SERVICES-CITY	Y COI	
					001-101-0000-4270		500.00
					•	Total :	500.00
206226	6/8/2017	889138 WIEDER, CAROL	060517		INTERPRETATION SERVICES-CIT	Y COI	
					001-101-0000-4270		500.00
					•	Total :	500.00
206356	6/15/2017	103648 CITY OF SAN FERNANDO	PR 6-16-17		REIMB FOR PAYROLL W/E 6-9-17		
					001-1003		290,636.32
					007-1003		117.14
					008-1003		1,321.70
					010-1003		635.57
					011-1003		1,020.50 820.33
					012-1003 017-1003		1,233.07
					018-1003		56,957.99
					026-1003		1,305.37
					027-1003		3,155.23
					029-1003		3,477.97
					041-1003		5,720.19
					043-1003		8,523.21
					070-1003		39,550.36
					072-1003		22,998.08
					119-1003		1,282.74

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206356	6/15/2017	103648 CITY OF SAN FERNANDO	(Continued)		Total :	438,755.77
206357	6/16/2017	101434 GUZMAN, JESUS ALBERTO	MAY 2017		MMAP INSTRUCTOR	
					109-424-3618-4260	2,300.00
					Total :	2,300.00
206358	6/20/2017	101797 KNOTTS BERRY FARM	061517		DAY CAMP FIELD TRIP-80 YOUTH TICK	
					017-420-1399-4300	2,560.00
					Total :	2,560.00
206589	6/29/2017	103648 CITY OF SAN FERNANDO	PR 6-30-17		REIMB FOR PAYROLL W/E 6-23-17	
					001-1003	299,193.12
					007-1003	117.14
					008-1003	1,321.70
					010-1003	635.55
					011-1003	1,020.93
					012-1003	820.31
					017-1003	14,743.42
					018-1003	57,348.17
					026-1003	1,305.39
					027-1003	3,155.47
					029-1003	3,478.60
					041-1003	5,994.75
					043-1003	8,391.60
					070-1003	38,509.13
					072-1003	23,729.82
					119-1003	1,445.05
					Total:	461,210.15
14	1 Vouchers fo	or bank code : bank3			Bank total :	1,501,017.20
14	Vouchers in	n this report			Total vouchers :	1,501,017.20

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 Voucher List
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 Bank code:
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 Voucher
 Date Vendor
 Invoice
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 Amount

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

By: Kenneth Jones, Public Works Management Analyst

Date: August 7, 2017

Subject: Consideration to Approve a Three-Year Agreement with Willdan Engineering for

National Pollutant Discharge Elimination System Compliance Services and Representation within the Upper Los Angeles Enhanced Watershed Management

Group

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" Contract No. 1860) with Willdan Engineering for National Pollutant Discharge Elimination System (NPDES) Compliance Services and Representation within the Upper Los Angeles Enhanced Watershed Management Group for a not-to-exceed amount of \$60,000 per contract year; and
- b. Authorize the Interim City Manager to retroactively execute Agreement with Willdan Engineering.

BACKGROUND:

- On November 18, 2013, City Council approved a professional services agreement with Willdan Engineering for as-needed engineering services, including NPDES compliance services.
- 2. On December 2, 2013, City Council approved participation in the Upper Los Angeles River Enhanced Watershed Management Plan Group.
- 3. On January 6, 2014, City Council appropriated \$17,215 to cover the cost of participating in the Upper Los Angeles River Enhanced Watershed Management Plan Group and associated representation services provided by City-consultant, Willdan Engineering.

PUBLIC WORKS DEPARTMENT

Consideration to Approve a Three-Year Agreement with Willdan Engineering for National Pollutant Discharge Elimination System Compliance Services and Representation within the Upper Los Angeles Enhanced Watershed Management Group

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- 4. On July 6, 2015, staff released a formal Request for Proposals (RFP) for on-call engineering services. Among other tasks, the RFP requested proposals for NPDES compliance services.
- 5. On August 17, 2015, City Council approved professional services agreements with 16 prequalified engineering firms that responded to the RFP to provide on-call, as-needed professional services allowing staff to obtain specific project proposals from one or more of the selected firms.
- 6. Based on the proposal submitted for NPDES compliance services as part of the On-Call Engineering RFP, staff executed a contract with Willdan Engineering on November 2, 2015 with an initial term of one-year and extended it for another year in July 2016.

ANALYSIS:

Storm water is runoff from rain or snow melt that runs off surfaces such as rooftops, paved streets, highways or parking lots and can carry with it pollutants such as: oil, pesticides, herbicides, sediment, trash, bacteria, and metals. The runoff can then drain directly into a local stream, lake or bay. Often, the runoff drains into storm drains that eventually drain untreated into a local waterbody. The Federal Clean Water Act prohibits certain discharges of storm water containing pollutants, except in compliance with a NPDES permit (called a MS4 Permit).

The City meets the requirements of the MS4 NPDES Permit, which permits the discharge of storm water containing pollutants into the storm drain system for small cities of less than 100,000 residents, through participation in the Upper Los Angeles Enhanced Watershed Management Group (LA EWMG). The permit requires the City to take certain actions to reduce the amount of pollutants that enter the storm drain system. Non-compliance with the permit can result in significant financial fines from state and federal regulatory bodies.

Maintaining compliance with the MS4 Permit requires a certain level of expertise and constant attention to the monitoring and reporting requirements. If the City is found to be out of compliance, the State Water Resources Control Board (State Water Board) may impose daily fines ranging from \$5,000 to \$25,000 per day depending on the type and severity of the non-compliance.

The City became a member of LA EWMG in 2013 as the best way to meet the MS4 Permit requirement of developing an Enhanced Watershed Management Plan (Plan). Belonging to the group extended the time frame for developing 'one' Plan that would represent all members of the group. Also, the cost associated with the development of the plan was reduced since it was shared between all members.

Consideration to Approve a Three-Year Agreement with Willdan Engineering for National Pollutant Discharge Elimination System Compliance Services and Representation within the Upper Los Angeles Enhanced Watershed Management Group

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The Group meets on a regular basis and requires that each member agency be represented. Representation is important because the goal of each meeting is to identify current and future multi-benefit projects that will improve water quality, promote water conservation, manage flood risk, and support public education opportunities. Further, meetings are used as an opportunity to develop and enhance water quality priorities and watershed control measures and for the scheduling of projects and infall/outfall monitoring; all in an effort to maintain MS4 Permit compliance. Currently, there is no one on the Public Works staff with the necessary NPDES related knowledge to affectively promote the City's goals and objectives within the Group.

Willdan Engineering

In November 2013, City Council approved a professional services agreement with Willdan Engineering for as-needed engineering services. In early 2014, Council approved participation in the Upper Los Angeles River Enhanced Watershed Management Group and tasked Willdan to facilitate the City's transition into the Group due to their experience provided NPDES compliance services for other cities. NPDES compliance services include representing the City at LA EWMG meetings, coordinating required data collection, reviewing of documents, and the preparation of reports. These tasks were an essential element to the City's contribution towards the Group's drafting of an Enhanced Watershed Management Work Plan and a Coordinated Integrated Monitoring Plan.

Willdan Engineering has continued to act as a representative of the City at Group meetings and provided NPDES related engineering services. Based on their response to the NPDES portion of the formal On-call Engineering Services RFP, staff recommends awarding a four-year contract for Willdan Engineering to continue to provide the City with NPDES Compliance Services and represent the City as part of the LA EWMG.

BUDGET IMPACT:

Funds for National Pollutant Discharge Elimination System Compliance Services and representation within the Upper Los Angeles Enhanced Watershed Management Group have been appropriated in the approved Fiscal Year 2017-2018 budget; Engineering and Administration Division (Fund 001-310).

CONCLUSION:

To maintain compliance with the NPDES Permit requirements and project objectives, staff recommends a multi-year agreement with Willdan Engineering to provide NPDES Compliance

Consideration to Approve a Three-Year Agreement with Willdan Engineering for National Pollutant Discharge Elimination System Compliance Services and Representation within the Upper Los Angeles Enhanced Watershed Management Group

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Services and continued representation within the Upper Los Angeles Enhanced Watershed Management Group.

ATTACHMENT:

A. Agreement No. 1860

WILLDAN ENGINEERING

NPDES Compliance and LA EWMG Representation

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1ST day of July 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Willdan Engineering (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 <u>SCOPE OF SERVICES</u>: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 <u>TERM</u>: This Agreement shall have a term of three (3) years commencing from July 1, 2017 to June 30, 2020. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule (Exhibit "B") which is (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first

NPDES Compliance and LA EWMG Representation Page 2 of 17

approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 <u>ACCOUNTING RECORDS</u>: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

NPDES Compliance and LA EWMG Representation Page 3 of 17

II. PERFORMANCE OF AGREEMENT

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

NPDES Compliance and LA EWMG Representation Page 4 of 17

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

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

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

NPDES Compliance and LA EWMG Representation Page 5 of 17

CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 <u>COMPLIANCE WITH LAWS</u>: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 <u>NON-DISCRIMINATION</u>: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. <u>INDEPENDENT CONTRACTOR STATUS</u>: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

NPDES Compliance and LA EWMG Representation Page 6 of 17

employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
 - A. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. <u>Automobile Liability Insurance</u>: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

NPDES Compliance and LA EWMG Representation Page 7 of 17

- D. <u>Errors & Omissions Insurance</u>: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 <u>REQUIRED CARRIER RATING</u>: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 <u>VERIFICATION OF COVERAGE</u>: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if

NPDES Compliance and LA EWMG Representation Page 8 of 17

requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and

NPDES Compliance and LA EWMG Representation Page 9 of 17

indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 <u>EVENTS OF DEFAULT; BREACH OF AGREEMENT</u>:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event

NPDES Compliance and LA EWMG Representation Page 10 of 17

of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of

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Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 <u>SCOPE OF WAIVER</u>: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

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VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 <u>CONFIDENTIALITY</u>: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 <u>FALSE CLAIMS ACT</u>: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 <u>NOTICES</u>: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

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CONSULTANT:

Willdan Engineering 13191 Crossroads Pkwy. North, Ste.405 City of Industry, CA 91746

Attn: David Hunt, Dir. of Engineering

Phone: (510) 908-6200 Fax: (510) 908-2120

CITY:

City of San Fernando
Public Works Department
117 Macneil Street
San Fernando, CA 91340
Attn: PW Management Analyst

Phone: 818-898-1222 Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 <u>COOPERATION; FURTHER ACTS</u>: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 <u>SUBCONTRACTING</u>: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.

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- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 <u>ATTORNEYS' FEES</u>: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 <u>NO THIRD PARTY BENEFIT</u>: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 <u>CONSTRUCTION OF AGREEMENT</u>: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 <u>SEVERABILITY</u>: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 <u>AMENDMENT; MODIFICATION</u>: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 <u>CAPTIONS</u>: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 <u>INCONSISTENCIES OR CONFLICTS</u>: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

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- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 <u>COUNTERPARTS</u>: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

NPDES Compliance and LA EWMG Representation Page 17 of 17

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO		Willdan Engineering	
Ву:		By:	
-	Nick Kimball, Interim City Manager	Name:	
		Title:	
APP	ROVED AS TO FORM		
Ву:			
	Rick R. Olivarez, City Attorney		



October 7, 2015

Mr. Chris Marcarello
Deputy City Manager/Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, California 91340

Subject:

Task Order for Professional Consulting Services for General NPDES Compliance Services, and Upper Los Angeles River Enhanced Watershed Management Group Representation

Dear Mr. Marcarello:

Pursuant to the existing Professional Services Agreement between the City of San Fernando and Willdan Engineering (Willdan), we are pleased to present this proposal for professional services to continue representing the City's interest in the Upper Los Angeles River Enhanced Watershed Management Group (Group), assistance and collaboration with the City's Water Department in the update of its operations manual and policies, assist in compliance with Municipal Separate Storm Sewer System (MS4) Permit requirements, and assistance with additional National Pollutant Discharge Elimination System (NPDES) services.

The following is how we see our involvement for the remaining Fiscal Year 2015/16:

SCOPE OF SERVICES

- Continued representation in the Group Willdan will continue to represent the interests of the City in the Group, which includes the following:
 - a. Review of the Coordinated Integrated Monitoring Program (CIMP) implementation Memorandum of Understanding (MOU). As part of the CIMP MOU development process, a cost-sharing formula will be created which considers both policy requirements and cost-efficiency. Willdan shall review the developed material with City staff and assist in the execution of the Group's MOU.
 - b. The development and implementation of city-specific monitoring programs. For assurance of appropriate responsibility and cost-allocation of the City's ongoing CIMP participation with the Group, it may be necessary to consider additional monitoring. Should this need arise, Willdan shall provide recommendations for the City to consider.

October 7, 2015

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- 2. Assist the City's Water Department in the update of its operations manual and policies, where there is a nexus to water quality, and regulatory permitting of the water system. The MS4 Permit and the recent NPDES regulations issued by the State Water Resources Control Board, Order WQ 2014-0194-DWQ, focus on regulatory coverage for short-term or seasonal planned and emergency (unplanned) discharges resulting from a water purveyor's essential operations and maintenance activities undertaken to comply with the federal Safe Drinking Water Act, the California Health and Safety Code, and the State Water Board's Division of Drinking Water permitting requirements for providing reliable delivery of safe drinking water. Willdan will work with the Water Department to ensure its operations and policies comply with these regulations in the following manner:
 - a. Review of the Water Department's existing operations manual and provide recommendations that directly pertain to state and federal NPDES programs;
 - b. Participate in three working group meetings to discuss recommendations and changes to the plan or policies; and
 - c. As needed, assist in the regulatory permitting of the system.
- 3. MS4 Permit Compliance Pursuant to Order No. R4-2012-0175, as amended by State Water Board Order WQ 2015-0075, Willdan shall provide services at the specific request of the City. This may include, but not limited to, assistance with discharge prohibitions, effluent and receiving water limitations, monitoring and reporting program requirements, and Storm Water Management Program Minimum Control Measure requirements of Part VI.D. as detailed in the following:
 - Progressive Enforcement Policy- Investigation of facilities and maintenance of records to bring facilities within the City into compliance within a given time period;
 - Public Information and Public Participation Program Development of a residential outreach program, distribution of educational materials to facilities that are potential sources of pollution, youth education and outreach, and development and maintenance of the City's stormwater website;
 - Industrial and Commercial Facilities Program inspection and tracking of industrial and commercial facilities and insurance of effective implementation of Best Management Practices (BMPs);
 - d. Construction Program Inspection and tracking of construction activities, including enforcement of construction BMPs, Erosion and Sediment Control Plan maintenance, and plan check review;
 - e. Public Agency Activities Inspection of City-owned facilities to ensure potential pollutant sources are effectively managed and the prevention of non-storm water discharges, site-specific BMPs, routine preventive maintenance of the MS4, and perform annual training for employees and contractors to improve awareness of and compliance with stormwater pollution BMPs; and
 - f. Illicit Connection and Illicit Discharge (ICID) Elimination Program Investigate and document all reported and observed ICIDs and conduct follow-up

October 7, 2015

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inspections as necessary. Provide ICID training for all municipal staff who may come into contact with or observe and ICID as part of routine duties.

4. General NPDES Services – As needed, Willdan will provide assistance with any NPDES program derived from the Federal Clean Water Act (CWA).

COMPENSATION

For the above mentioned Scope of Services, Willdan estimates a time-and-material fee of \$75,000.

Two originals of the task order request are being submitted. Please indicate the City's approval and authorization to proceed by signing both originals and returning one to our office.

Thank you for giving us the opportunity to assist the City of San Fernando. If you have any questions, please contact Mr. Joe Bellomo at (805) 279-6856.

Respectfully submitted,

Approved and Authorized to proceed by:

WILLDAN ENGINEERING

CITY OF SAN FERNANDO

-2-15

Adel M. Freij, PE

add mid

Principal Project Manager

Signature

William C. Pagett, PE

Willia Cfagett

Senior Vice President

Date

City of San Fernando





Effective July 1, 2015 to June 30, 2016

TECHNICAL STAFF	
Geotechnical	
Soil Technician (Non-prevailing Wages)	80.00
Sr. Soil Technician (Non-prevailing Wages)	90.00
Soil Technician (Prevailing Wages)	110.00
Sr. Soil Technician (Prevailing Wages)	110.00
Assistant Engineer III/Geologist III	116.00
Associate Engineer II/Geologist II	139.00
Senior Engineer III/Geologist II	160.00
Supervising Engineer/Geotechnical Engineer/Geologist	177.00
Principal Engineer/Geologist	221.00
Special Inspection (Concrete, Structural Steel, Weld	ding)
Special Inspection (Non-Prevailing Wages)	75.00
Special Inspection (Prevailing Wages)	110.00
Supervisor	125.00
Construction Material Engineer	160.00

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68.00
83.00
97.00
121.00
350.00

Laboratory Fees

IDENTIFICATION AND INDEX PROPERTIES	
In-Situ Moisture and Density (ASTM D2937)	20.00
Grain Size Analysis (ASTM D422) Sieve Only (3" to #200)	70.00
One Point	75.00
Specific Gravity (ASTM D854)	75.00
Sand Equivalent (ASTM D2419)	75.00
Percent Passing #200 Sieve (ASTM D1140)	50.00
Atterberg Limits (ASTM D4318) Multi Point	110.00
Sieve and Hydrometer	120.00
COMPACTION AND BEARING STRENGTH	
Modified Proctor Compaction (ASTM D1557) Method A or B (4" Mold)	165.00
Method A or B (6" Mold)	175.00
Compaction, California 216	180.00
R-Value	250.00
California Bearing Ratio CBR (ASTM D1883) 3 points	450.00
SHEAR STRENGTH	
Torvane/Pocket Penetrometer	15.00
Direct Shear - per point Consolidated-Drained per pt. (ASTM D3080)	85.00
Residual per pt	120.00
Unconfined Compression (ASTM D2166)	120.00
Unconsolidated-Undrained (UU)	150.00

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ASPHALT TESTS	
Wash Gradation	100.00
Extraction/Asphalt	185.00
Hveem/Marshall Maximum Density	220.00
CONSOLIDATION/COLLAPSE AND SWELL TESTS	
Additional load increment	25.00
Additional Time rate per load increment	50.00
Single point (collapse test)	50.00
Remolded sample per specimen	50.00
Single Load Swell (ASTM D4546)	70.00
Ring sample, field moisture	70.00
Ring sample, air dried	70.00
Expansion Index (ASTM D4829/UBC 29-2)	125.00
Consolidation (ASTM D2435)	160.00
8 load increments w/one time-rate	160.00
LABORATORY PERMEABILITY	
Constant Head (ASTM D2434)	235.00
Falling Head Flexible Wall (ASTM D5084)	285.00
Triaxial Permeability (EPA 9100)	330.00
CHEMICAL TESTS	
Organic content (ASTM D2974)	70.00
Corrosivity (pH, resistivity, sulfates, chlorides)	165.00
CONSTRUCTION MATERIAL TESTING	
Concrete Test Report	12.00
6 X12 Concrete Cylinder (C39)	25.00
2", 4", 6" Diameter Concrete Cores (Test Only)	25.00
Mortar and Grout, Cylinder and Cubes	25.00
Cylinders Pick-up	45.00
Reinforcing Steel, Tensile and Bend Tests	60.00

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Mileage/Field Vehicle usage will be charged at the rate of \$.575/mile or \$5 per hour, subject to negotiation. The rates will be subjected to a 4% annual escalation and will be automatically adjusted in the invoices.

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



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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: August 7, 2017

Subject: Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's

Obligation to the California Public Employees' Retirement System for Fiscal Year

2017-2018

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7811 establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System; fixing the property tax rate for fiscal year 2017-2018 at \$0.232381 per \$100 of assessed valuation; and levying that tax rate upon all taxable property in the City.

BACKGROUND:

- 1. On April 9, 1946, the voters of the City of San Fernando (City) approved a ballot measure authorizing an ad valorem property tax rate to raise the funds necessary to pay the City's annual obligation to the California Public Employees' Retirement System (CalPERS) for the retirement benefits of City employees.
- 2. In 1980, the Legislature adopted California Revenue and Taxation Code Section 93, which authorized local agencies to levy ad valorem property taxes equal to the amount needed to make annual payments for the interest and principal on indebtedness approved by the voters prior to July 1, 1978 (i.e. prior to the effective date of Proposition 13).
- 3. In FY 1982-1983, the City levied an ad valorem property tax rate of \$0.28420 for each \$100 of assessed value on all property in the City subject to taxation (Resolution No. 5252, Adopted August 18, 1982) to pay the City's annual CalPERS obligation.
- 4. In FY 1983-1984, the City levied an ad valorem property tax rate of \$0.26420 for each \$100 of assessed value on all property in the City subject to taxation (Resolution No. 5326, adopted August 15, 1983) to pay the City's annual CalPERS obligation.

FINANCE DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SFCITY.ORG

Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2017-2018
Page 2 of 3

- 5. In 1985, the Legislature adopted Revenue and Taxation Code Section 96.31, which authorized a jurisdiction to continue to impose an ad valorem property tax levy to make payments in support of pension programs, provided: 1) it was approved by voters prior to July 1, 1978, and 2) the jurisdiction imposed the property tax levy in either FY 1982-1983 or FY 1983-1984.
- 6. Section 96.31 further provided a cap on the tax rate that a jurisdiction may levy; specifically, the tax rate may not exceed the rate imposed by that jurisdiction in the 1982-1983 or 1983-1984 fiscal years, pursuant to a budget resolution adopted on or before July 1, 1983. Therefore, because the City of San Fernando adopted its FY 1983-1984 Resolution on August 15, 1983, the maximum rate it can levy is \$0.28420 for each \$100 of assessed property value, which rate was established in FY 1982-1983.
- 7. The ad valorem property tax rate levied on all taxable property to fund the City's CalPERS obligation in FY 2016-2017 was \$0.232469 per \$100 of assessed valuation.

ANALYSIS:

Each year, the City must establish the amount to be raised from property taxes to cover the City's obligation to CalPERS and fix the tax rate in order to raise the necessary amount of money. The funds raised pursuant to this property tax are applied to the General Fund's pension expenses only. Since FY 2005-2006, Enterprise funds have been paying their respective share of CalPERS expenditures.

Pursuant to California Revenue and Taxation Code Section 96.31, the City is authorized to impose a maximum tax rate of \$0.28420 per \$100 of assessed valuation of all taxable property in the City, which was the property tax rate imposed by the City in FY 1982-1983. The Los Angeles County Assessor has recently released their Statement of Values for FY 2017-2018. The total Assessed Value for San Fernando is \$1,854,607,301 (3.5% increase from FY 2016-2017). Of that, \$751,659,828 in assessed value is in former Redevelopment Project Areas (1% increase from prior year) and the remaining \$1,102,947,473 in assessed value is in the General Fund (5.7% increase from prior year).

Although CalPERS rates increased for FY 2017-2018 due to lackluster investment returns by their fund managers, the change in assessed values in San Fernando is sufficient to offset most of the CalPERS increase. Therefore, staff is recommending levying a rate of \$0.232381 per \$100 of assessed valuation, which results in a de minimis decrease of 0.1% from last year's levy of \$0.232469 per \$100 of assessed value. This will raise approximately \$4.3 million to cover the City's projected CalPERS costs for FY 2017-2018 (see Exhibit "1" to the attached Resolution for additional detail).

Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2017-2018
Page 3 of 3

CalPERS will be implementing a plan to decrease the discount rate, i.e. the expected rate of investment return, from 7.5% to 7.0% by FY 2019-2020. Decreasing the expected investment returns will result in an increase in rates for member agencies and unfunded future liabilities. The City will be evaluating the long-term impact to the City and provide a presentation to City Council in the coming months.

BUDGET IMPACT:

The City's ad valorem property tax dedicated to fund pension obligations is critical to the long-term financial stability of the City. Most cities in California do not have a revenue stream dedicated to pay pension costs and must use General Funds to meet their pension obligation. Continuing to manage this tax responsibly ensures a long-term, non-General Fund revenue stream to pay employee pension costs.

CONCLUSION:

The Los Angeles County Auditor Controller requires the City Council to approve a Resolution establishing the tax rate on an annual basis. This information must be submitted before August 20, 2017, to allow the levy to be placed on the current tax bills.

Adoption of the attached Resolution will fix the property tax rate at \$0.232381 per \$100 of assessed value and will be used to fund the City's annual CalPERS obligation, which is estimated at \$4.3 million for FY 2017-2018.

ATTACHMENT:

A. Resolution No. 7811 with Exhibit 1

RESOLUTION NO. 7811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, FIXING A TAX RATE AND LEVYING TAXES FOR FISCAL YEAR (FY) 2017-2018 ON PROPERTY WITHIN THE CITY FOR THE OBLIGATION OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR THE RETIREMENT BENEFITS OF CITY EMPLOYEES, AUTHORIZED AT AN ELECTION HELD ON APRIL 9, 1946.

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

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

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

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

SECTION 4: As set forth in Exhibit "1" to this Resolution, which is attached hereto and incorporated herein by this reference, the City Council has determined and fixed the sum of \$4,309,758 as the amount of revenue from property taxes necessary to pay the City's PERS obligation for FY 2017-2018.

SECTION 5: Pursuant to Exhibit "1" to this Resolution, the City Council hereby fixes the tax rate of the City of San Fernando for FY 2017-2018 at \$0.232381 and hereby levies such tax in that amount upon each one hundred dollars (\$100.00) of property value of all property in the City subject to taxation, using as a basis the value of such property as assessed and equalized in a manner prescribed by law.

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

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

PASSED, APPROVED, AND ADOPTED this 7th day of August, 2017.

	Sylvia Ballin, Mayor
ATTEST:	
Elena G. Chávez, City Clerk	
	foregoing Resolution was approved and adopted at a on the 7 th day of August, 2017, by the following vote to
AYES:	
NOES:	
ABSENT:	
RECUSE:	
Elena G. Chávez, City Clerk	

EXHIBIT "1"

City of San Fernando

FY 2017-2018 Calculation of Property Tax for City's Obligation to the California Public Employee's Retirement System

The following calculations are based on the assessed valuation figures received from the Los Angeles County Assessor for tax areas 240.01 through 240.07.

Assessed Valuation General City Area (240.01)	\$1,102,947,473
Assessed Valuation RP Area #1 (240.02)	\$66,676,527
Assessed Valuation RP Area #2 (240.03)	\$53,927,770
Assessed Valuation Civic Center (240.04)	\$138,470,174
Assessed Valuation Civic Center '84 Annex (240.05)	\$335,875,197
Assessed Valuation RP #1 '89 Annex (240.06)	\$75,964,366
Assessed Valuation RP Area #4 '95 Annex (240.07)	\$80,745,794
Total Retirement Assessed Valuation	\$1,854,607,301
·	
Estimated Retirement Cost (FY 2017-18 Budget)	\$4,064,758
Plus Prior Year Shortfall	\$0
Plus Additional Payment to Side Fund Loan	\$245,000
Funding Required (FY 2017-2018)	\$4,309,758
Funding Rate per \$100 of Assessed Value	\$0.232381
(Funding Required/Total Retirement AV)*100	\$U.232361
	·
Maximum Funding Rate Allowed*	\$0.284200
·	

^{*}The Funding Rate required is \$0.232381; The City is authorized to impose a maximum amount of \$0.284200 per Revenue and Taxation Code Section 96.31.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

By: Kenneth Jones, Public Works Management Analyst

Date: August 7, 2017

Subject: Consideration to Award a Contract to Lechowicz & Tseng Municipal Consultants

for Water & Sewer Utility Rate Study

RECOMMENDATION:

It is recommended that the City Council:

- a. Award Contract No. 1861 (Attachment "A") in the amount of \$37,180 to Lechowicz & Tseng Municipal Consultants to conduct a water & sewer utility rate study;
- b. Authorize a 15 percent contingency in the amount of \$5,577; and
- c. Authorize City Manager to execute the contract and all related documents.

BACKGROUND:

- 1. In 2011, the City completed a water and sewer utility rate study to ensure that sufficient revenues are generated through the fixed and volume/usage based charges to fund ongoing maintenance and capital replacement of main lines. This resulted in a rate increase plan that was implemented over a five-year period.
- 2. It is best management practices to review and update utility rate studies approximately every five (5) years.
- 3. On June 8, 2017, City staff published a request for proposal (RFP) on the City website and in The San Fernando Sun requesting proposals from qualified firms to conduct a study of the City's water and sewer utility rates for a possible rate re-adjustment (Attachment "B").
- 4. On July 10, 2017, City staff received four proposals from different consultants regarding the City's request.

PUBLIC WORKS DEPARTMENT

Consideration to Award a Contract to Lechowicz & Tseng Municipal Consultants for Water & Sewer Utility Rate Study

Page 2 of 4

5. On July 20, 2017, a Selection Committee was formed to evaluate the proposals submitted to the City.

ANALYSIS:

With the approval of Proposition 218 (218) by California voters in 1996, all municipalities must adhere to specified limitations and procedures when considering rate increases for water and sewer services. In order to ensure the City is fully compliant with 218, a consultant needs to be retained to conduct rate study for both water and sewer services.

Prior Rate Increases

In 2004, a rate increase of 8% for water and 18-20% for sewer services was approved by the City Council. At that time the rates were increased to resolve deficits due to a significant loss of interest revenue; interest revenue had helped the Enterprise Fund remain solvent and offset the increase in water production expenses.

The City Council approved the most current water and sewer rates on November 11, 2011. The rates depicted a 7% increase to water services and 9% to sewer services. The justification for this increase was two-fold. First, just as in 2004, the City still had concerns regarding reduced interest income. Second, the possibility that the Enterprise Fund could be facing a deficit if future revenues did not increase to cover the steadily rising costs to labor, utilities, and upkeep to the water system.

Project Scope

The project scope seeks to address the growing need to adjust utility rates in order to: 1) meet the increasing cost associated with operating and maintaining the City's water and sewer system, 2) achieve the goals and objectives of the Capital Improvement Program, 3) sustain all debt obligations and reasonable reserve requirements, 4) comply with all regulatory requirements, and 5) remain fair to ratepayers.

The RFP requested the following:

- Analysis of water conservation initiatives (local and/or State mandated)
- Assistance with tiered rate justification given recent court cases
- Development of an alternative rate structure for low income/disabled customers
- Development of an alternative rate structure to be imposed during droughts
- Assistance with Proposition 218 compliance
- Rate comparison with similar public agencies

Consideration to Award a Contract to Lechowicz & Tseng Municipal Consultants for Water & Sewer Utility Rate Study

Page 3 of 4

Proposals Received

RANK	BIDDER	BID AMOUNT
1	Raftelis Financial	\$89,239
2	Willdan Financial	\$63,225
3	Tuckfield & Associates	\$44,881
4	Lechowicz & Tseng	\$37,180

Of the four proposals received, the Selection Committee recommends the proposal submitted by Lechowicz & Tseng Municipal Consultants (Attachment "C"). The firm has experience conducting numerous water and sewer rate studies for agencies of comparable scale. The firm will have both Principals rather than secondary staff working on the project and engaging directly with City staff to ensure the needs of the City are met and the project stays on schedule. Their proposal described a clear path to project completion, including major milestones, from project kickoff to Public Hearing. Further, Lechowicz & Tseng's bid of \$37,180, was the lowest responsive bid even after factoring in for possible additional Proposition 218 outreach services.

If the contract is awarded by the City Council, staff will work with the consultant to complete this project according to the following schedule:

DATE	ACTION
August 2017	City Council Award of Contract
December 2017	Final Report Delivered to City Staff
February 2018	Public Hearing
March 2018	New Rates Implemented

BUDGET IMPACT:

Funds for this project are available within the Fiscal Year 2017-2018 approved budget (Enterprise Fund). Expenditures will be split between Water Fund 70 and Sewer Fund 72. There will be no impact to the Fiscal Year 2017-2018 General Fund.

CONCLUSION:

It is requested that the City Council award a contract to Lechowicz & Tseng Municipal Consultants to conduct a Water and Sewer Utility Rate Study.

Consideration to Award a Contract to Lechowicz & Tseng Municipal Consultants for Water & Sewer Utility Rate Study

Page 4 of 4

ATTACHMENTS:

- A. Contract No. 1861
- B. Water and Sewer Rate Study RFP
- C. Lechowicz & Tseng Proposal

LECHOWICZ & TSENG MUNICIPAL CONSULTANTS

Water and Sewer Utility Rate Study

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of August 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Lechowicz & Tseng Municipal Consultants, a Limited Liability Corporation (LLC) (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 <u>SCOPE OF SERVICES</u>: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 <u>TERM</u>: This Agreement shall have a term of seven (7) months commencing from [August 7, 2017 to March 31, 2018]. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule (Exhibit "A" Page #21) which is (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of THIRTY SEVEN THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$37,180) (hereinafter, the "Not-to-Exceed Sum"), unless such added

Water and Sewer Utility Rate Study Page 2 of 17

expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 <u>ACCOUNTING RECORDS</u>: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

Water and Sewer Utility Rate Study Page 3 of 17

II. PERFORMANCE OF AGREEMENT

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

Water and Sewer Utility Rate Study Page 4 of 17

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

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

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

Water and Sewer Utility Rate Study Page 5 of 17

CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 <u>COMPLIANCE WITH LAWS</u>: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 <u>NON-DISCRIMINATION</u>: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. <u>INDEPENDENT CONTRACTOR STATUS</u>: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

Water and Sewer Utility Rate Study Page 6 of 17

employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
 - A. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. <u>Automobile Liability Insurance</u>: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

Water and Sewer Utility Rate Study Page 7 of 17

- D. <u>Errors & Omissions Insurance</u>: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 <u>REQUIRED CARRIER RATING</u>: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 <u>VERIFICATION OF COVERAGE</u>: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if

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requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and

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indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 <u>EVENTS OF DEFAULT; BREACH OF AGREEMENT</u>:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event

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of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of

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Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 <u>SCOPE OF WAIVER</u>: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

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VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 <u>CONFIDENTIALITY</u>: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 <u>FALSE CLAIMS ACT</u>: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 <u>NOTICES</u>: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

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CONSULTANT:

Lechowicz & Tseng Municipal Consultants

PO Box 3065 Oakland, CA 94609

Attn: Catherine Tseng, Principal

Phone: (510) 545-3182

Email: catherine@LTmuniconsultants.com

CITY:

City of San Fernando Public Works Department 117 Macneil Street

San Fernando, CA 91340 Attn: PW Management Analyst

Phone: 818-898-1222 Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 <u>COOPERATION; FURTHER ACTS</u>: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 <u>SUBCONTRACTING</u>: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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TIME IS OF THE ESSENCE. Time is of the assence for each and every provision of this

- 6.9 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 <u>ATTORNEYS' FEES</u>: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 <u>NO THIRD PARTY BENEFIT</u>: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 <u>CONSTRUCTION OF AGREEMENT</u>: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 <u>SEVERABILITY</u>: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 <u>AMENDMENT; MODIFICATION</u>: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 <u>CAPTIONS</u>: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

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- 6.18 <u>INCONSISTENCIES OR CONFLICTS</u>: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 <u>COUNTERPARTS</u>: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

Water and Sewer Utility Rate Study

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY	OF SAN FERNANDO	Lechowicz & Tseng	Municipal Consultants
Ву:		Ву:	
	Nick Kimball, Interim City Manager	Name:	
		Title:	
АРР	ROVED AS TO FORM		
By:			
•	Rick R Olivarez City Attorney		

NOTICE INVITING BIDS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

WATER & SEWER UTILITY RATE STUDY

in strict accordance with the Specifications on file in the office of the SAN FERNANDO PUBLIC WORKS DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website.

One original and one electronic copy of the proposal must be submitted to the PUBLIC WORKS DEPARTMENT in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:30** p.m. on **Monday, July 10, 2017**. In lieu of providing an original copy, proposals will also be accepted via email and must be received prior to the deadline indicated above. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By:	
Elena Chavez, City Clerk	

Published in **The San Fernando Sun** on **June 8, 2017.**

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

Water & Sewer Rate Study

RELEASE DATE: June 5, 2015

RESPONSE DUE: July 10, 2017

117 Macneil Street San Fernando, CA 91340

SUBJECT: REQUEST FOR PROPOSAL –
RATE STUDY FOR WATER & SEWER UTILITY SERVICES

The City of San Fernando is inviting proposals from professional consulting firms to prepare a Comprehensive Rate Study for the City's Water and Sewer Utility Services ("Study"). The Study will help to ensure that utility rates for services provided to different classes of customers adequately fund current and future operations, system maintenance and system capital improvements.

The following project timeline is included for this project:

RFP Released: June 5, 2017
Questions Due: June 22, 2017
Answers Posted: June 29, 2017
Proposals Due: July 10, 2017
Award: August 7, 2017

• Project Due: December 18, 2017

Proposals are due on **July 10th**, **2017 at 5:30 p.m.** Please submit one electronic and one original of the proposal to the City of San Fernando, Public Works Department -- Attn. Kenneth Jones, Management Analyst, at 117 Macneil, San Fernando, CA 91340. In lieu of providing an original copy, proposals will also be accepted via email in PDF format to kjones@sfcity.org.

Should you have any questions, please contact the Public Works Department at (818) 898-1222.

Sincerely,

Nick Kimball Interim City Manager

CITY OF SAN FERNANDO PUBLIC WORKS/ENGINEERING DIVISION REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSULTING SERVICES

INTRODUCTION

The City of San Fernando ("City") is requesting proposals from professional consulting firms ("Consultant") to prepare a comprehensive Rate Study for the City's Water and Sewer Utility Services ("Study"). The City is approximately 2.4 square miles and is completely surrounded by the City of Los Angeles, including the nearby communities of Sylmar, Mission Hills and Pacoima. The City obtains its groundwater supply from the Sylmar Groundwater Basin ("Basin"). The Basin is located in the San Fernando Valley and underlies the City of San Fernando and the City of Los Angeles. In addition, the City operates its local wastewater collection system including operations, maintenance and improvement to local sewer main lines and manholes. Wastewater is conveyed to the City of Los Angeles for treatment and disposal services.

Water System

The City's water system consists of approximately 66.5 miles of water main lines that deliver water to approximately 5,264 customer accounts. The City's Water Division consists of eight (8) full time equivalent positions. Additional support and administration, including project delivery and utility billing functions consists of two (2) full time equivalent positions. The Division oversees all system production and distribution operations. System capital improvements are bid in accordance with the Public Contracts Code and are typically coordinated with other improvements (street, sewer, etc.) in order to realize economies of scale and minimize impacts to the community.

The City currently has four (4) wells that it utilizes in water production activities, of which two (2) are currently active (Well #2A and #4A). Construction recently completed on a water quality nitrate treatment system at Well #7A and it will return to operation in spring 2017. Well #3 is currently on stand-by due to rising nitrate levels. A nitrate treatment plant for Well #3 is in the planning stages.

The four (4) well location include the following production capabilities:

- Well 2A (2,000 Gallons Per Minute);
- Well 3 (1,200 GPM);
- Well 4A (450 GPM); and
- Well 7A (900 GPM).

Additionally, the City has four (4) local reservoirs that are used for water storage. All four locations are currently active. The City has explored improvements at Reservoir #4 due to some damage sustained in previous seismic events. The reservoir is a reinforced concrete reservoir with concrete walls and roof.

The four (4) reservoirs include the following storage capacities:

- Reservoir 2A (3 Million Gallons);
- Reservoir 5 (2.4 MG);
- Reservoir 3A (2.5 MG); and
- Reservoir 4 (1 MG)

Due to recent water conservation actions, local groundwater sources in the Sylmar Basin have provided adequate supplies for the San Fernando community. The City also has two (2) connections to access alternate water supply sources, including one with Metropolitan Water District and another with the Los Angeles Department of Water and Power. The City's 2015 Urban Water Management Plan is included in Attachment "A" and provides related water consumption, supply and reliability planning efforts. Information on current and future water system capital improvements is included in Attachment "B".

Sewer System

The City's wastewater collection system consists of approximately 40 miles of sewer main lines that serve approximately 5,264 customer accounts. The City's Public Works Division consists of three and a half (3.5) full time equivalent positions. Additional support and administration, including project delivery and utility billing consists of one (1) full time equivalent position. The Division oversees all system maintenance functions, while some functions (annual cleaning, inspections, lining, point repairs, etc.) are performed by contract services staff. System capital improvements are bid in accordance with the Public Contracts Code and are typically coordinated with other improvements (street, sewer, etc. in order to realize economies of scale and minimize impacts to the community).

The City's 2014 Sanitary Sewer System Management Plan is included as Attachment "C" and provides system information, land use data, and recommended system improvements. Since this plan was developed, the City has completed a system-wide cleaning and televised inspection of the waste water system to verify needed rehabilitation work. Additionally, the City in completing its second year of system flow monitoring to confirm system capacity. Flow monitor data conducted in 2016 is included as Attachment "D" and includes information on six (6) basins within the City and six (6) boundary locations where effluent enters the City's system from the City of Los Angeles. It is anticipated that additional current wet weather flow monitoring will be available in spring 2017.

In addition, the Water and Sewer Divisions share a fleet of vehicles and equipment (Attachment E & F) necessary for daily operations which are replaced based on a designated replacement schedule. Maintenance is provided by the Equipment Maintenance Division who maintains and repairs all City vehicles and costs are funded by the Equipment Maintenance and Replacement Fund.

BACKGROUND/GOALS

The City's last Comprehensive Rate Study for the City's Water and Sewer Utility Services was prepared in late 2011. In preparation of an updated study, it is imperative for the City to ensure that the following elements are considered: the rising costs of providing services, the City's need to continually improve utility system infrastructure and provide reliable services, and the need to maintain adequate reserves for the utility system. The new Study should also be fair, reasonable and financially affordable for customers.

SCOPE OF SERVICES

The following is a general outline of the scope of work expected to be provided by the consultant. The consulting services desired include, but are not limited to, evaluation of the previous study, current maintenance and operations cost requirements, economic analysis for operations, maintenance and capital requirements, and rate structure development. While it is intended that the following scope of work will include all essential elements listed above, those submitting proposals are advised include any items which they feel have been overlooked. Those submitting proposals may also note any required items which they feel to be excessive or unnecessary. The description and cost of such items should be noted separately in the proposal. Services required by the consultant shall include:

Long Range Financial Forecast

- Develop pro-forma cash flow and budget projections for five-year period, July 1, 2017 through June 30, 2022. Work with City representatives to include relevant assumptions (operational functions, planned capital improvements, etc.) in financial model. Model cash flow/budgets at alternative rate increase levels.
- Determine optimal funding needs for anticipated capital improvements and appropriate fund reserves, based on industry best practices.
- Provide an additional, broad, five-year projection beginning July 1, 2022 through June 30, 2027 utilizing proposed rates while assuming corresponding customer account growth and <u>no rate increase</u> for that five year period.

Rate Study

- Review and analyze current water consumption, water sales, customer service levels (i.e. meter sizes) and operational activities/expenses;
- Evaluate the effect of water conservation measures on revenues; an average of 7.8% reduction during 2015 & 2016
- Conduct a comprehensive review of the City's existing rate structure and if necessary, recommend improvements, including modifications that encourage conservation and/or funding conservation programs;
- Develop a cost of services study for City utility operations that comply with Proposition 218;
- Develop a consistent and objective fee structure that meets the needs of the City, customers and State guidelines;
- Utilize the City's overhead cost allocation plan and model to incorporate adequate overhead costs into the fee structure;

- Review City documents (master plan studies) and interview City staff members to document planned capital improvements and operations/maintenance costs, both for existing and anticipated future infrastructure needs. Integrate these items into pro-forma budgets;
- Develop a structure for fixed/variable costs into base utility rates and consumption-based rates;
- Review and develop rate structure for incorporating the cost of purchasing water from other water agencies;
- Develop alternative rate structure/tier for low income and disabled customers
- Develop alternative rate structure/ penalties to be imposed during State declared drought
- Provide billing samples using proposed charges for each class and tier of customer noting the changes each class may expect;
- Compare existing and proposed City rate structure to up to five (5) other public agencies, as determined by the City;
- Provide implementation strategies to reduce adverse impacts on customer service levels/groups;
- Evaluate and provide recommendations relative to the City's wastewater agreement for treatment services with the City of Los Angeles including an analysis of fees charged related to wastewater conveyance/treatment and recommended improvements to improve billing accuracy and budgeting estimates.

Public Outreach/Proposition 218 Assistance

- Develop and provide public outreach materials (flyers, handouts, mailers, etc.) to communicate information and messaging to the public;
- Provide assistance with Proposition 218 complaint public notifications.

Reports/Public Meetings

- Attend at least four (4) public meetings including public workshops, to review rate study findings and rate alternatives, and assist with required Proposition 218 public meetings.
- Prepare a Preliminary Rate Analysis Report for review by City staff members;
- Prepare a Final Rate Analysis Report for review by the City Council and members of the public.

The Consultant will provide up to ten (10) copies of the final report to the City.

PROPOSAL FORMAT

The proposal shall be submitted in the following format:

- 1. Executive Summary Provide an executive summary emphasizing the firm's strengths, qualifications and relevant experience signed by a representative with official of authority to bind the contract. The executive summary shall also contain the name, address, telephone number, title and signature of the firm's contact person for this proposal. Be sure to include to declare that the submittal is valid for 90 days.
- 2. Key Personnel Provide an organizational chart displaying the names and responsibilities of key personnel. Be sure to include the Principal-in-Charge (one who will have the ultimate authority to bind the contract), Senior Staff Members and any other additional support staff you wish to list that will be a contributing member of the project. Personnel involved in preparing the Study must have the necessary background, experience and qualifications to complete the project. The City reserves the right to request the consultant to replace staff members assigned to the contract should the City consider such a replacement to be necessary and in the best interest of the City. There can be no change of key personnel once the proposal is submitted, without prior approval of City.
- 3. Fee Provide a fee schedule based on the Scope of Services including an itemized breakdown of each task to be performed by the consultant or subconsultant. The schedule should also outline all individual team members, the hourly billable rates and the hours allocated to the project based on their contribution per the Scope of Services provided by the consultant. Compensation will be based on the submitted fee schedule including reimbursable expenses if applicable and authorized by the Director of Public Works.
- 4. Work Schedule Provide a work schedule with benchmark dates and completion date
- 5. Qualifications Provide your firm's qualifications and experience
- **6. References** Provide at least three public agency references with whom the firm has provided similar services to
- 7. **Insurance** Provide a copy of the firm's current insurance certificate

SELECTION PROCEDURE AND SCHEDULE

An award of this contract shall be based on a best value basis.

Tentative Schedule:

1. Question Submittals Due By: June 22, 2017

2. Question Responses Posted: June 29, 2017

3. Proposals Due By: July 10, 2017

4. Interviews (if necessary): Week of July 24th 2017

5. Contract Negotiations: Week of July 31st 2017

6. Contract Award/Notice to Proceed: August 7, 2017

7. Final Report submitted to the City December 18, 2017

Screening and selection will take place through the process described below. Contract award will be made to the Consultant which (a) demonstrates the best combination of qualifications, experience and key personnel, and (b) submits the proposal considered most advantageous to City based on Evaluation Criteria set forth below.

- Technical Ability
- Understanding of Scope of Services
- Rate Structure/Cost Information
- Organization Qualifications, Experience, Personnel
- References
- Additional Value Provided to the City

Negotiations may or may not be conducted with Consultant; hence, the proposal should include the Consultant's most favorable terms and conditions since selection may be made without discussion with any Consultant.

The screening and selection process shall be as follows:

Step 1. Sealed proposals will be opened and evaluated to determine if the Consultant demonstrates appropriate qualifications to provide the scope of services. Responsive proposals will be included in Step 2.

Step 2. Responsive proposals will be reviewed by an evaluation panel based on Evaluation Criteria listed above. Weighted scores from all panel members will then be added and a total value will be calculated and assigned to each proposal. Following such evaluation, a decision will be made whether to recommend awarding a contract

without further discussion to the Consultant receiving the highest score, or to negotiate with Consultants within a competitive range.

Step 3. If a decision is made to conduct negotiations, Consultants within a competitive range may be interviewed late-July 2017. The purpose of such interviews will be to obtain additional information or clarification of Consultant's proposals and to discuss modifications of such proposals. At a minimum, the proposed Project Manager and a senior management staff official authorized to commit on behalf of the Consultant shall be present at such interview.

Upon completion of such interviews, the City reserves the right to request the submission of "Best and Final" offers. The evaluation panel shall review "Best and Final" offers, if requested, and conduct a final evaluation of proposals. The evaluation panel will then recommend one Consultant for an award of contract.

LIST OF DOCUMENTS

This is a list of documents attached for your information:

- A. 2015 Urban Water Management Plan
- B. Utility Infrastructure Capital Improvement Schedule
- C. 2014 Sewer System Management Plan
- D. 2016 Flow Monitor Data
- E. Vehicle equipment list
- F. Small equipment list
- G. Enterprise Fund Budgets and Audited Financial Statements
- H. 2011 Rate Analysis
- I. City Utility Rate Schedule

DISCRETION AND LIABILITY WAIVER

The City expressly reserves the right to reject all proposals or to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals pursuant to the consultant selection criteria contained here. The distribution of this RFP does not bind the City to award an agreement.

The City is not liable for any expenses incurred by the consultant prior to the issuance of any formal notice to proceed. The consultant, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

All proposals shall be binding for a period of 60 days after the proposal due date.

DIRECTION FOR DELIVERY OF PROPOSAL

One electronic and one hard copy of the sealed project proposal shall be delivered no later than 5:30 p.m., **July 10, 2017**, at the following location:

CITY OF SAN FERNANDO

Public Works Department 117 Macneil Street San Fernando, CA 91340

Attn. Kenneth Jones Management Analyst

In lieu of providing an original copy, email electronic copy in PDF format to kjones@sfcity.org.

PROPOSAL FOR WATER AND SEWER RATE STUDY FOR THE CITY OF SAN FERNANDO





LECHOWICZ + TSENG

(510) 545-3182 www.LTmuniconsultants.com July 10, 2017

Kenneth Jones, Management Analyst City of San Fernando Public Works Department 117 Macneil Street San Fernando. CA 91340

Dear Mr. Kenneth Jones,

Lechowicz & Tseng Municipal Consultants (L&T) is pleased to submit the attached proposal to provide a Water and Sewer Rate Study to the City of San Fernando (City). Alison Lechowicz and Catherine Tseng founded L&T, a women-owned business. Lechowicz & Tseng provides financial reports, rate studies, and management consulting. We enjoy helping California public agencies draft financially and socially responsible plans to meet the needs of diverse communities.

L&T staff have more than 20 years combined experience working on utility rate studies and financial planning assignments. We have completed over 100 studies. Ms. Lechowicz and Ms. Tseng regularly conduct rate and fee studies compliant with Propositions 218 and 26. Our clients include both small and large agencies (such as the Cities of Glendale, Hemet, Santa Clarita, Huntington Park, Chula Vista, and the Home Gardens Sanitary District (Corona, CA)). The key to success is to determine the cost of service consisting of operating and capital costs and to recover these expenses from customers proportional to how they take service. We can advise the City on recent court cases, industry standard practice, and approaches used by comparable agencies.

Lechowicz & Tseng Municipal Consultants hopes that the attached proposal is a suitable basis for our selection. Catherine Tseng is authorized to contract on behalf of Lechowicz & Tseng Municipal Consultants and will serve as the City's main contact person. Ms. Tseng's contact information is (510) 858-9228 or catherine@LTmuniconsultants.com.

Sincerely,

Catherine Tseng, Principal



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ATTACHMENT: Insurance Certificates



CONTACT INFORMATION

Lechowicz & Tseng Municipal Consultants (L&T) is a women-owned, small business. L&T's Employer Identification Number (EIN) is 82-0928239. This proposal is valid for 90 days. Catherine Tseng will serve as the main contact person and project manager. Catherine's information is listed below.



Catherine Tseng, Principal
Lechowicz & Tseng Municipal Consultants
PO Box 3065
Oakland, Ca 94609
(510) 858-9228

catherine@LTmuniconsultants.com https://www.ltmuniconsultants.com/

PROJECT TEAM OVERVIEW

One advantage of Lechowicz & Tseng is that we offer a small team approach. All work will be conducted by Catherine Tseng and Alison Lechowicz. The City can be assured that its project leads are intimately aware of the project status, financial model, and rate calculations. Our team has completed many successful assignments for large, complex assignments using this project management plan including studies for the Cities of Glendale, Chula Vista, Davis, Modesto, and Berkeley.

Both women have over 10 years of utility rate consulting experience. Catherine will serve as project manager. She recently completed a water rate study for the City of Glendale. The study was needed to correct errors from a prior rate study conducted by another consulting firm. Catherine also has substantial experience with community outreach efforts. As an example, Ms. Tseng worked with the City of Davis' Water Advisory Committee to gain consensus for her rate recommendations.

Alison Lechowicz will assist Catherine as supporting financial analyst. Ms. Lechowicz specializes in cash flow analysis and capital improvement funding. Alison passed the Securities and Exchange Commission/Municipal Securities Rule Making Board's Series 50 Exam for public financial professionals. She is well-equipped to evaluate grants, loans, bonds, and payas-you-go or reserve funding for capital projects. Ms. Lechowicz has secured bond and loan financing for many public utilities.

APPROACH

Financial Planning

Lechowicz & Tseng will focus on improving the financial health of the City's utilities. Both L&T principals are Certified Independent Municipal Financial Advisors. We can work with the City to develop a 10-year cash flow that considers operating costs, capital improvements, repair and replacements, and contribution to reserves. We will offer sensitivity



analysis to account for future drought scenarios and increased groundwater management costs or alternate sources of supply as well as a no rate change scenario. Other considerations could include a fully funded capital improvement plan vs. a high priority only plan. As financial advisors, L&T will review any outstanding debt, refinancing opportunities, and offer capital funding options.

Rate Design

Our approach to rate design is to comply with regulatory requirements while minimizing impacts on ratepayers. The City has a three-tiered water rate structure. Under the San Juan Capistrano court case, each tier must be cost justified. We will work with the City to explore cost differentials between the tiers. For example, tier I may cover inexpensive groundwater, tier 2 may cover imported water from alternate sources, and tier 3 may include peaking costs and/or conservation programs. We recently helped the City of Hemet with similar issues (groundwater costs plus imported Met water for recharge). L&T will review the amount of water used in each tier and impacts on usage and revenues due to the drought. Many agencies find that they are overly reliant on higher tier revenues which drop off significantly due to conservation. As needed, we will recommend changes such as an increased fixed charge. L&T generally proposes phasing in rate increases over a few years to mitigate rate shock.

Public Approval

We understand that the City engaged in significant public outreach for its prior rate study. For this assignment, L&T intends to take the burden from City staff and serve as the study's spokeswoman. We have experience writing Proposition 218 notices, newsletters, FAQs, and website content explaining the need for rate increases. L&T will lead all community outreach and City Council presentations. We will focus on demonstrating value to the ratepayers –



comparing increases to inflation, passthrough costs of imported water, years without rate increases (if applicable), financial stewardship, City cost saving measures, compliance with regulations, etc. If requested, L&T can print and mail the Proposition 218 notices for an additional fee. We recently printed and mailed notices for the Cities of Alameda, Berkeley, Emeryville, and Modesto.





WHO WE ARE

Lechowicz & Tseng Municipal Consultants is a women-owned firm founded by Alison Lechowicz and Catherine Tseng. Our objective is to provide financial consulting services to local governments. Alison and Catherine have over 20 years combined experience in municipal consulting and public finance. Both women worked together as Vice Presidents of another consulting firm before founding L&T. Catherine has a background in urban planning and worked for the City of Oakland before becoming a consultant. Alison has experience working for a civil engineering firm and a background in public administration. Both Alison and Catherine are certified independent municipal financial advisors and have completed financial planning assignments throughout California.

L&T is committed to providing professional services with superior value and responsiveness. By utilizing a small team approach, our clients receive greater one-on-one attention and can be assured that the work is conducted by highly qualified professionals. Our clients are provided direct communication with the consultants who guide the project.

WHAT WE DO

- Financial Plans: Develop comprehensive financial plans focused on immediate needs as well the long-term viability of agencies. Our financial models are flexible and user-friendly to allow for sensitivity analysis and to illustrate the impacts of policy decisions.
- Utility Rate & Fee Studies: Conduct utility rate studies deriving both traditional and innovative rate structures that comply with cost of service principles and Proposition 218 requirements. Address policy goals, customer acceptance, and social influences.
- Impact Fee/Capacity Charge Studies: Complete development impact fees and capacity charge studies that offset the cost of expanding infrastructure to serve new development without placing a burden on existing customers.
- **Public Approval Process:** Lead informational workshops to educate the public about municipal finance. We provide start-to-finish assistance in the utility rate approval process including presentations to decision makers, publication of reports, and printing and mailing of notices to rate payers.
- Utility Appraisal: Develop an inventory of utility assets and determine fair market value. We assist public agencies with negotiating the purchase or sale of utility property.
- Expert Witness: Testify on behalf of public agencies to defend against lawsuits. We also represent public agencies as streetlight customers of California's electric utility providers in rate cases at the CA Public Utilities Commission.

KEY TEAM MEMBERS

Catherine Tseng will serve as project manager for this assignment. She will work with the City to determine policy objectives and conduct public presentations. Alison Lechowicz will serve as supporting financial analyst. Alison will assist with data gathering and financial modeling. Both women will develop customer outreach materials and draft the final report. Resumes for the project team are provided on the following pages.



Alison Lechowicz, Principal

Background
10 years rate consulting experience
Master of Public Administration
Testified as an expert witness at
the CA Public Utilities Commission
Series 50 – Municipal Advisor
Representative Qualification

Project Responsibilities
Supporting Financial Analyst
Data Gathering
Cash Flow Analysis
Capital Funding Options
Draft and Final Reports

Catherine Tseng, Principal

Background
10 years rate consulting experience
Master of Urban Planning
Bachelor of Architecture
Certified Independent Professional
Municipal Advisor

Project Responsibilities
Project Manager &
Lead Analyst
Rate Structure Options
Public Presentations/
City Council Meetings
Draft and Final Reports





CATHERINE TSENG

EXPERIENCE

- 10 years consulting experience: Vice President at Bartle Wells Associates
- 2 years civil servant: City of Oakland
- Specializes in utility rates, capacity charge, and financing plans for public works projects, and Proposition 218 compliance
- Completed over 50 financial planning and rate study assignments
- Certified Independent Professional Municipal Advisor





catherine@ LTmuniconsultants.com

(510) 858-9228





PO Box 3065 Oakland, CA 94609 www.linkedin.com/in/ catherinetseng

REPRESENTATIVE ASSIGNMENTS

Glendale Water and Power: Comprehensive water rate cost of service study and drought rate development.

Joshua Basin Water District: Long-term financial plan and water rate study recommending rate structure modifications to provide additional conservation incentive. Updated District's connection fees. Worked closely with a community advisory committee to evaluate rate options and develop final recommendations.

Indian Wells Valley Water District: Updated cost of service based water rate study and developed conservation rates under an inclining block water rate structure. Assisted with \$20 million bond sale.

Big Bear Area Regional Water Agency: Reviewed wastewater rates and developed

recommendations for rate increases.

EDUCATION

Columbia University
Master of Urban Planning

University of California, Berkeley
Bachelor of Arts
Architecture

City of Davis: Water financial plan and rate study assessing various conservation-oriented water rate structures and developed drought surcharge. Worked closely with citizens' advisory committee to develop recommendations to City Council.

Soquel Creek Water District:

Developed water financial plan and rate study that developed drought emergency rates.

Montara Water and Sanitary District:

Updated rates, charge, and connection fees for District's water and sewer systems.

Provided below is a sampling of Catherine Tseng's project experience since 2006.

Client	Project	Date Completed
Alameda County Water District	Water Development Fee Study	January 2012
Armona Community Services District	Water and Sewer Rate Study	March 2008
City of Benicia	Raw Water Rate Study and Update Water Rate and Connection Fee Study and Update Drought Rate Study	August 2013 and Sept 2015 February 2013
Big Bear Area Regional	Wastewater Rate Study	September 2014 April 2007
Wastewater Agency	Wastewater Nate Study	7 (priii 2007
Big Bear City Community Services District	Water, Sewer, and Solid Waste Rate Study	May 2015
Coastside County Water	Water Financing Plan	August 2009
District	Water Rate Study	January 2010
Crestline Sanitation District	Wastewater Rate Study	June 2015
City of Davis	Water Rate Study	March 2013
	Water Rate Study Update	September 2014
Diablo Water District	Water Bond Financing Bond Refinancing	August 2010 April 2013
City of Dixon	Sewer Rate Study	October 2013
El Dorado Irrigation	Development Impact Fee Study	October 2008
District	Water Rate Study	January 2009
Elk Grove Water District	Water Financial Plan and Rate Study	December 2007
Fairbanks North Star Borough	Bond Refinancing	November 2011 and September 2013
City of Hillsborough	Water and Sewer Rate Study	December 2006
City of Hanford	Water Financing	December 2007
Humboldt Bay Municipal Water District	Water Financial Plan	April 2011
Indian Wells Valley Water District	Water Rate Study Bond Financing Water Rate Cost of Service and Development Impact Fee Study	January 2007 August 2009 January 2012 and 2015
City of Menlo Park	Water Rate Study Recycled Water Analysis	May 2015 October 2015
Mid-Peninsula Water District	Water Rate Study	June 2015
Montara Water & Sanitary District	Water and Sewer Rate Studies	Multiple studies since 2006
Montecito Water District	Drought Rate Study	February 2015
City of Monterey	Sewer Rate Study	December 2011
City of Mountain View	Water and Sewer Rate and Capacity Charge Study	September 2014
Novato Sanitary District	Bond Financing	October 2011
	<u>-</u>	

Client	Project	Date Completed
Olivehurst Public Utilities District	Water Rate Study and Updates	2007, 2009 and 2014
City of Patterson	Water and Sewer Rate and Capacity Fee Studies	Multiple studies since 2010
Riverdale Public Utilities District	Water and Sewer Rate Study	June 2008
Running Springs Water District	Water, Sewer, Fire and Ambulance Rate Studies	July 2010
City of San Bruno	Water and Sewer Rate Study	April 2012
Sanitary District No. 5 - Tiburon	Financial Review	September 2013
Sausalito-Marin City Sanitary District	Wastewater Facilities Financing Plan	May 2016
Selma Kingsburg Fowler Sanitation District	Capital Improvements Program Study	March 2008
Solano County Water Agency	Reserve Fund Study	May 2007
Sonoma County Water Agency	Sewer Service Charge and Volumetric Sewer Rate Study	August 2012
City of Tulare	Bond Financing	2010, 2012, 2013, and 2015
Union Sanitary District	Sewer Capacity Fee Study	October 2010
City of Vacaville	Water and Drought Rate Study	October 2015
Town of Yountville	Water and Sewer Rate Study Recycled Water Rate Study	February 2011 April 2012



ALISON LECHOWICZ

EXPERIENCE

- 10 years utility rate consulting experience:
 7 years as Principal and Financial Analyst at Bartle Wells Associates, 3 years as Financial Analyst at Carollo Engineers
- Completed over 50 financial planning and rate study assignments
- Testified as an expert witness at the CA Public Utilities Commission in electric rate cases of Pacific Gas & Electric, Southern California Edison, and San Diego Gas & Electric
- Municipal Securities Rulemaking Board, Series
 50 Municipal Advisor Representative

REPRESENTATIVE ASSIGNMENTS

City of Hemet: Water and sewer rate studies and system valuation. Developed sewer collection system rates. Reviewed fee agreements and cost sharing between the City and the regional treatment agency.

City of Huntington Park: Developed water and sewer rates and financial plans for the City.

Addressed deficit spending for emergency capital repairs. Recommended the City transition to a three-tiered rate structure to encourage conservation and reflect the higher cost of imported water. Proposed higher fixed cost recovery from meter fees.

City of Santa Clarita: Sewer maintenance feasibility study. Analysis of the costs of sewer operation under the current agreement with the Los Angeles County Consolidated Sewer Maintenance District and under City operation.





alison@ LTmuniconsultants.com

(510) 545-3182





PO Box 3065 Oakland, CA 94609 www.linkedin.com/in/ Alison-lechowicz-3065

EDUCATION

Columbia University
Master of Public Administration

University of California, Berkeley Bachelor of Science Conservation & Resource Studies

Home Gardens Sanitary District

(Corona, CA): Sewer rate study, capacity fee evaluation, and financial plan.

City of Chula Vista: Wastewater capacity fee analysis as part of a city-wide master plan. Salt Creek Sewer Basin development impact fee analysis.

City of Palmdale: 3-year schedule of sewer collection system charges, evaluated customer sewerage generation rates as a method for apportioning costs to customer groups.

Provided below is a sampling of Alison Lechowicz's project experience since 2010. Prior to 2010, Ms. Lechowicz worked for a civil engineering firm conducting water and wastewater master planning assignments.

Client	Project	Date Completed
City of Alameda	Sewer Financial Plan and Rate Study	May 2015
Town of Apple Valley	Water System Acquisition Feasibility Analysis	July 2011
City of Berkeley	Sanitary Sewer Rate Study	June 2015
City of Carmel-by-the-Sea	Bond Refinancing	October 2010
CA City County Street	Rate economist and expert	March 2010 to present
Light Association	witness	(ongoing)
City of Chula Vista	Wastewater Capacity Fee Study Salt Creek Sewer Basin Impact Fee Study	May 2014 June 2015
City of Clovis	Water User Rates and Fee Study	February 2016
City of Colfax	Sewer Rate Affordability Review	June 2010
City of Colusa	Development Impact Fee Study	June 2011
	Water System Valuation	September 2014
Contra Costa Water District	Water Rate Study	February 2015
Colusa County Water District #I	Water Rate Study	April 2011
City of Cotati	Water and Sewer Rate Study	February 2013
Town of Discovery Bay	Water and Sewer Rate and Capacity Fee Studies	Multiple studies since 2012
City of Emeryville	Sewer Rate Study	November 2016
City of Hemet	Water and Sewer Rate Studies and System Valuations	July 2015
Home Gardens Sanitary District	Sewer Rate and Capacity Fee Study	May 2015
City of Huntington Park	Water and Sewer Rate Study	November 2011
Indian Wells Valley Water District	Bond Refinancing	December 2012
Irish Beach Water District	Capital Improvement Assessment	March 2011
City of Lancaster	Streetlight Valuation	June 2014
City of Lindsay	Water Rate Study	June 2015
City of Modesto	Water and Sewer Rate and Capacity Fee Studies	Multiple studies since 2010
City of Morgan Hill	Water and Sewer Rate Studies	November 2011
Napa Berryessa Resort Improvement District	Water and Sewer Assessment	July 2012
Newhall County Water District	Water Rate Litigation Support	November 2012
Novato Sanitary District	Capacity Fee Study Sewer Rate Study	March 2016 April 2016
City of Palmdale	Sewer Service Charge Analysis	May 2011
City of Rio Dell	Wastewater Rate Study	May 2014

Client	Project	Date Completed
Root Creek Water District	Water, Sewer, and Storm Drain Rate Study and Financial Plan	April 2016
City of Santa Clarita	Sewer Maintenance Feasibility Study	June 2014
Saticoy Sanitary District	Bank Loan Financing	September 2013
San Diego County Water Authority	Cost Allocation Review	May 2011
Sewerage Agency of Southern Marin	Long Range Plan Update	June 2010
South Tahoe Public Utility District	Sewer Bond Refunding	September 2012
Stege Sanitary District	Financial Plan & Sewer Rate Study Financial Plan & Sewer Rate Study Updated	June 2010 June 2014
Sunnyslope County Water District	Water and Sewer Bond Refinancing	October 2014
Tahoe Truckee Sanitation Agency	Sewer Fee Ordinance Review	May 2010
Triunfo Sanitation District	Water Infrastructure Financing Automated Meter Financing	February 2011 May 2014
Tulare Lake Drainage District	Project Financing Project Financing	March 2012 January 2013
City of Williams	Development Impact Fee Study & Comprehensive Fees	July 2011



Provided below are five references. L&T staff have substantial experience providing financial consulting and rate studies to a wide range of Southern California agencies.

CITY OF GLENDALE

Water Rate Study

Project Date: November 2013 to July 2014

Catherine Tseng served as the lead financial analyst in the 2014 water rate study for the City of Glendale. The City had completed a water rate study by another rate consultant in 2012. However, in the following year, the City discovered that the adopted rates were not meeting revenue projections, resulting in considerable revenue shortfalls.

After reviewing the prior rate model, it was determined that the prior rate consultants had mistakenly overestimated revenue for the residential class by assuming bi-monthly usage instead of monthly usage in their water consumption analysis.

Working closely with City staff and auditors, Catherine assisted the City in developing a new cost of service water rate study to correct the error from the prior study and developed multiple rate scenarios to help the City recoup the lost revenue while funding future operating and capital costs. The study recommended reducing the number of tiers for the residential volumetric rate component and recalculated the City's recycled water and fire line rates. Additionally, Catherine developed drought rates based on different stages of water restrictions. The drought rates were included in the Proposition 218 rate implementation process, thereby allowing the City to easily implement them when needed.



Ramon Abueg Chief Assistant General Manager rabueg@glendaleca.gov (818) 548-3297

CITY OF HEMET

Water and Sewer Rate Studies
Project Date: November 2014 to July 2015

Alison Lechowicz served as lead financial analyst and project manager on a water and sewer rate study for the City of Hemet. Prior to the study (conducted in 2015), the City had not raised its sewer rates since 2006 and water rates since 2008. The City did not have a detailed cost of service analysis to support its rates.

The City of Hemet is located in Western Riverside County and provides water service to about 9,700 connections and sewer collection service to about 11,200 connections. The City participates in a groundwater management plan and is required to purchase replenishment water from the Metropolitan Water District of Southern California. An important part of the 2015 study was determining fixed vs. variable costs – the City is required to purchase the replenishment water making it a fixed cost. However, the water cost is recovered from customers from volume water rates.

Ms. Lechowicz conducted a comprehensive analysis of the City's tiered water rates. In reviewing the City's billing records, Alison discovered that water use was heavily skewed toward the higher tiers. A relatively small amount of water was being consumed in the lower, cheaper tiers indicating that the water rates were not encouraging conservation. The recommended water rate was developed to cover the cost of treating and conveying the City's groundwater plus the cost of the imported water.

Other aspects of the rate study included developing a sewer financial plan. Alison calculated a cost of service to include funding of operating costs and to "catch up" on deferred maintenance of sewer pipelines. Ms. Lechowicz also established appropriate fund targets to provide financial stability.



Kristen Jensen
Public Works Director
KJensen@cityofhemet.org
(951) 765-3712

CITY OF HUNTINGTON PARK

Water Rate Study

Project Date: July 2011 to November 2011

Alison Lechowicz served as financial analyst to conduct water and sewer rate studies for the City of Huntington Park. The City is a primarily Spanish speaking community located in Los Angeles County and the City's utilities serve 5,500 accounts. Water is supplied from both groundwater wells and imported water from the Metropolitan Water District of Southern California. The City initiated the study to stabilize revenues, better align rates with the cost of providing service and fund deferred capital projects. Water revenues had decreased significantly due to drought and the City was deficit spending to cover emergency repairs.

To promote conservation and account for the higher cost of imported water, Ms. Lechowicz recommended a three-tiered water rate structure. To provide revenue stability and cover high fixed costs, higher meter fees were recommended. Meter fees were scaled based on the capacity (flow rate) of each meter size as dictated by the American Water Works Association and industry standard practice.

Prior to the rate study, the sewer rate schedule consisted of a small volume rate charged to metered water use. Based on the City's cost structure, Ms. Lechowicz proposed to add a new fixed sewer charge and increase the volume rate over time. The recommended rate change would better recover costs for sewer capital improvements.

A key component of the rate study was responding to concerns about cost increases to the ratepayers. Ms. Lechowicz proposed a series of increases that phased-in rate changes over a number of years. Moreover, the study included a bill survey that demonstrated the City's low cost of utilities compared to other local agencies.



Christina Dixon Staff Analyst cdixon@hpca.gov (323) 584-6323

CITY OF SANTA CLARITA

Sewer Maintenance Feasibility Study and Financial Plan Project Date: July 2013 to November 2014

Alison Lechowicz served as project manager to perform a Sewer Maintenance Feasibility Study for the City of Santa Clarita. The City is a member of the Los Angeles County Consolidated Sewer Maintenance Districts (CSMD) and requested that I determine the feasibility of the City withdrawing from the CSMD. Our project team worked with a sewer operations consultant to develop a staffing plan, best practices, and equipment list that would be needed by the City following withdrawal.

Based on the staffing plan, Ms. Lechowicz developed a withdrawal strategy and financial plan, which included the purchase of equipment, transition to City sewer billing, and development of City sewer rates. Our project team conducted extensive review of the County's financial records consisting of revenues collected from the City and the County's funding of operating costs, inspection and maintenance, and capital improvements. Ultimately, Ms. Lechowicz determined that the City could operate the sewer system at roughly the same cost to the ratepayers as the CSMD.



Alex Hernandez
Former City of Santa Clarita
Management Analyst
Current City of Pasadena
Management Analyst
achernandez@cityofpasadena.net
(626) 744-8474

CITY OF CHULA VISTA

Wastewater Capacity Fee Study – Project Date: July 2013 to March 2014
Salt Creek Sewer Basin Fee Study – Project Date: November 2014 to July 2015

The City of Chula Vista is responsible for the maintenance, operations and management of all sewer collection systems that transport flows generated within the City. The City is a member agency of the San Diego Metropolitan Wastewater Joint Powers Authority (Metro) for wastewater treatment service.

Alison Lechowicz has served as the City of Chula Vista's sewer system financial consultant over the course of several assignments. She worked closely with the City of Chula Vista to analyze sewer system capacity costs and develop a City-wide wastewater system capacity fee. Ms. Lechowicz evaluated multiple alternatives including the purchase of additional capacity at the treatment plant (possibly from another member agency), participation in capacity expansion of the treatment plant, and/or construction of local recycled water treatment systems for the diversion and reuse of wastewater.

Ms. Lechowicz also consulted for the City of Chula Vista to calculate a sewer development impact fee for the Salt Creek Sewer Basin. Her work included determining which facilities provide a City-wide benefit and which facilities benefit only the Salt Creek basin. She reviewed other considerations that affected our fee calculation including credits owed to developers, available fund reserves, and the financing costs associated with past loans made from the City's sewer fund to the Salt Creek Development Impact Fee fund. Her work included meeting with the developers to review planning assumptions and land-use projections. Ms. Lechowicz's impact fee was unanimously approved by City Council.



Luis Pelayo Wastewater Engineer Ipelayo@chulavistaca.gov (619) 476-5387



Provided below is Lechowicz & Tseng's proposed scope. We are comfortable working with the City to add or remove subtasks to meet your needs.

TASKS

Task I - Project Kickoff and Data Gathering

a) Kickoff Meeting

L&T will meet with City staff for a project kickoff meeting to review study goals, milestones, identify project team members, and determine roles and responsibilities.

b) Data Gathering

To assemble the necessary data to complete the study, L&T will provide the City a detailed list of information needs. Data requirements include but are not limited to: the budget, capital improvement program, audited financial statements, historical financial data, customer billing data, debt obligations and system information. The goal is to understand the City's financial standing, current rate structure, and customer base.

Task 2 - Financial Plan

a) Determine Annual Revenue Requirements

With staff input, we will estimate future operating and capital expenditures to estimate annual revenue needs. We will factor in projections of growth, repairs and replacements, cost escalation, water demand and sewer flow, grants and debt financing to ensure that all future expenses are include.

b) Review Capital Funding Needs

We will work with staff to evaluate and prioritize the City's capital improvement program. If warranted, we will evaluate various financing options to fund capital needs.

c) Develop Cash Flow Projections & Rate Increases

The annual revenue requirements and capital funding needs will be used to develop long-term cash flow projections summarizing the financial position of the City over the next 10 years. The cash flow projections will estimate annual rate increases needed to meet annual revenue requirements, debt obligations, and reserve fund targets. We will work with staff to develop a "baseline" scenario (no rate increase) for which we can then develop alternatives scenarios for further evaluation.

d) Develop Financial Model

We will prepare a straightforward financial model in Excel incorporating the cash flow projections and assumptions. The rate model will serve as a tool to provide ongoing financial planning, calculate utility rates, and allow for sensitivity analyses.

e) Review Treatment Fees

Review the City's wastewater treatment agreement with the City of Los Angeles. Evaluate the ongoing costs of the agreement and project expenses into the future. Determine appropriate cost recovery from City of San Fernando customers.

Task 3 - Cost Allocation

a) Evaluate Customer Billing Data

We will evaluate historical and current water consumption, sewer flow, and billing data to estimate future drought and normal year water demands. We will also examine the historical characteristics of each customer class to determine whether modifications are warranted. A key aspect of this task is to determine the amount of water use and revenue collected from each tier. In addition, we will evaluate historical revenues from fixed and volume rates.

b) Functionalization of Costs

Functionalization is the allocation of expenses and asset data by major operating activities for the utilities, including water supply, peak pumping, treatment, storage, transmission, overhead, and administration. For the sewer utility, cost categories will be flow and strength (BOD and TSS). Once the costs have been functionalized, the costs are then classified to their various cost components, such as capacity, peaking, average day demand, fire protection, flow and strength, or other customer-related costs. Another aspect to this task is the allocation of costs to fixed and variable categories – this will help us make rate recommendations regarding revenue collection from meter fees or customer charges vs. volume rates.

c) Allocate Costs to Customer Classes

After the cost have been categorized by function, the costs are then allocated to each customer classes based on water demand and usage characteristics and sewer flow and strength. The result produces fixed and variable revenue requirements for each customer class which can be recovered via fixed charges and volume rates.

Task 4 – Rate Design

a) Assess Current Rate Structure & Customer Classifications

The first step in rate design is to review the City's current rate structure and customer classification to assess the pros and cons of the existing system and to determine compliance with industry standards and court rulings. We will work with staff to summarize their concerns and establish a list of criteria for improving rate design. While compliance with Proposition 218 will guide all our recommendations, additional criteria may include: the impact on customer bills, public understanding, revenue stability, ease of implementation, compatibility with the existing billing system, and staff effort needed for administration.

b) Identify Rate Alternatives

Based on the criteria developed with staff and the cost of service analysis, we will identify other rate structures or modifications to the current rate structure. We will discuss the advantages and disadvantages of each option and the overall impact on each customer class. This task will include a review of fixed vs. volume rate categories, drought rate options, and evaluation of low income discounts.

c) Develop Rate Recommendations

Our rate recommendations will include multi-year rate increases and rate structure modifications based on significant input from staff. We will calculate the impacts to ratepayers and if needed, develop an implementation plan to phase in adjustments to ease the impact on customers. All rate recommendations will comply with the substantive requirements of Proposition 218. L&T will provide sample water and sewer bills for a variety of customers (residential, commercial, etc.) at different levels of use.

d) Regional Bill Comparison

For comparison purposes, we will prepare a survey of the City's current and proposed water bills to regional and/or comparable agencies. The survey will be summarized in table and charts and can be used for outreach, presentations, and the final report.

Task 5 - Reports and Implementation

a) Draft and Final Reports

The first step in rate design is to submit a draft report for City review and feedback. The report will summarize findings and recommendations and discuss key alternatives when applicable. Receive input on draft report from the City's project team and City Council. Prepare final reports incorporating feedback received. We will provide printed copies and electronic versions of both the draft and final reports and the excel models supporting all tasks. Our final report will describe legal requirements and industry standard practice, the City's cost allocation and rate recovery, and our project methodology and approach.

b) Presentations

Present draft and final results to senior staff, City Council, and the public. Presentations will provide a brief background and study objectives, make a clear case why the rates are needed, describe the rate structure (and potentially key alternatives) approved by the project team, show rates impacts on various customer profiles, present findings of the rate survey, and discuss related financial and policy recommendations. This task includes four public outreach meetings. L&T will coordinate with the City to prepare the presentations in advance and fine tune our message.

c) Public Outreach Materials

This subtask includes L&T's preparation of public outreach materials. We will consult with the City to determine what types of materials to draft and distribute. Materials may include content for the City's website, newsletters, notices, frequently asked questions, and oral and printed presentations. As needed, we will translate documents into other languages. L&T will have appropriate materials readily available when we conduct our customer outreach presentations.

Information needs list

Kick off meeting

Financial plan and revenue requirement

Evaluation of wastewater treatment agreement with the City of Los Angeles

Cash flow analysis

DELIVERABLES

Recommended reserve levels

Cost of service allocation, fixed and variable cost review

Water use/sewer flow analysis

Rate design recommendations, low income discounts, sample bills

Bill impacts and survey of comparable agencies Draft and final reports (10 printed copies)

Project meetings with staff, meeting materials

Presentations of recommendations
Public notices and outreach materials

SCHEDULE

L&T commits to providing a final report by December. This will allow the City to initiate the Proposition 218 process in either late December or early January. Following the 45 day waiting period, the City can hold the final public hearing in February and implement the rate change in March 2018. Our schedule anticipates three meetings with staff and four public meetings. A draft report (listed as "D" below) will be completed by early November. The final report (listed as "F" below) will be completed by mid-December. We are happy to work with the City to adjust project milestones and meeting dates as need.

PROJECT TASK	AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	
I. Kickoff & Data Gathering								
2. Financial Plan								
3. Cost Allocation								
4. Rate Design								
5. Reports & Implementation				D	F	Prop 218		
Meetings	1	2	3	4	5	6	7	

Our proposal includes a total of seven (7) meetings/presentations at the City. L&T will prepare agendas, develop Powerpoint presentations, and lead all meetings and public presentations. A preliminary meeting schedule includes:

- I) Kickoff Meeting: meeting with staff introduce project team, review goals and objectives, review data collection
- 2) Progress Meeting 1: progress meeting with staff, review preliminary financial plan and cost allocation
- 3) Progress Meeting 2: progress meeting with staff, review revised cost allocation and rate design
- 4) Public workshop: discuss the rate setting process and financial constraints with the public
- 5) Presentation to City Council: informational rate presentation
- 6) Presentation to City Council: initiate Prop 218 process
- 7) Final Presentation/Prop 218 Hearing: public hearing for the adoption of rates



PROJECT BUDGET

Provided below is Lechowicz & Tseng Municipal Consultants' budget for the Water and Sewer Rate Study. The budget includes seven in-person meetings at the City. The total not-to-exceed fee is \$37,180 including all direct expenses. L&T is equipped to provide Proposition 218 printing and mailing services for an additional fee.

		BUDGET			
TASKS	Tseng	Lechowicz	Total	(@ \$195/hr)	
	Project Mgr	Financial Analyst	Total		
I. Kickoff & Data Gathering	6	4	10	\$1,950	
2. Financial Plan	24	16	40	\$7,800	
3. Cost Allocation	16	12	28	\$5,460	
4. Rate Design	22	14	36	\$7,020	
5. Reports & Implementation	40	20	60	\$11,700	
Subtotal	108	66	174	\$33,930	
Estimated Expenses				\$3,250	
TOTAL PROJECT BUDGE	\$37,180				

BILLING RATE SCHEDULE 2017

Principal Consultants.....\$195/hour

Lechowicz & Tseng's hourly rate is \$195 for all work performed as part of this assignment. Principals Alison Lechowicz and Catherine Tseng will perform all tasks for the study. No subconsultants are needed for this assignment. The professional time rate includes all overhead and indirect costs. Direct expenses incurred on behalf of the client will be billed at cost. Mileage will be billed at the IRS reimbursement rate. Professional time and direct expenses will be billed monthly for the preceding month and will be payable within 30 days.

CONTRACT TERMINATIONS

Lechowicz & Tseng Municipal Consultants has had no contract terminations.



ATTACHMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER					CONTACT						
	cox Inc. d/b/a/ Hiscox Insurance Agenc	v in C	. Δ		NAME: PHONE (999) 202 2007 FAX						
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CE	CERTIFICATE HOLDER CANCELLATION										
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHORIZED REPRESENTATIVE July 1 Bul						



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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

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His	cox Inc. d/b/a/ Hiscox Insurance Agenc	v in C	A		NAME: PHONE (A/C, No, Ext): (888) 202-3007 (A/C, No, Ext): (808) 202-3007						
520 Madison Avenue					(A/C, No, Ext): (888) 202-3007 (A/C, No): E-MAIL ADDRESS: contact@hiscox.com						
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								PERSONAL & ADV INJURY \$			
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	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$			
	OTHER:							\$	i		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$	i		
	ANY AUTO							BODILY INJURY (Per person) \$	i		
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$			
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident) \$	i		
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Α	Professional Liability			UDC-1936686-EO-17		03/22/2017	03/22/2018		000,000 000,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)											
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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

By: Maribel Perez, Recreation Supervisor

Date: August 7, 2017

Subject: Consideration to Approve a Co-sponsorship and Use of the City Seal for Help-

Portrait San Fernando event with Alas Media

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Co-sponsorship of Help-Portrait San Fernando with Alas Media for five years; and
- b. Approve the use of the City seal on Help-Portrait San Fernando print material pursuant to City Council Resolution No. 6904 (Attachment "A").

BACKGROUND:

- 1. On October 15, 2012, City Council approved a co-sponsorship of the Help-Portrait San Fernando event with Alas Media.
- 2. On December 8, 2012, the first Help-Portrait San Fernando was held at Las Palmas Park, serving approximately 100 families.
- 3. The Help-Portrait San Fernando has been co-sponsored by the City each year since 2012.
- 4. On July 18, 2017, Alas Media requested use of the facility at Las Palmas Park for Help-Portrait San Fernando 2017 event.

ANALYSIS:

Alas Media is a woman-owned multimedia company based in the City of San Fernando dedicated to telling stories to create change. A globally recognized video production company, they offer full service multimedia production to businesses, schools, and other non-profit organizations. Alas Media has long time roots tied to the community, having evolved from the

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Consideration to Approve a Co-sponsorship and Use of the City Seal for Help Portrait San Fernando event with Alas Media

Page 2 of 3

San Fernando Education Technology Team at San Fernando High School. The program empowered students to share their stories through multimedia and organized several iCan Festival de Cine events for the students to showcase their work.

Help-Portrait San Fernando

Help-Portrait was founded by celebrity photographer, Jeremy Cowart and is an event where photographers from around the world give back to their local community by providing holiday portraits to families who would otherwise not be able to afford them. Since 2009, Alas Media has collaborated with local partners for the annual Help-Portrait San Fernando event. Help-Portrait San Fernando provides free holiday portraits for low income families in the Northeast San Fernando Valley. Alas Media recruits volunteer services from professional photographers, make-up artists and hair stylist to produce a rewarding event for very deserving families. The team of volunteers provides breakfast, snacks, complete hair and make-up, as well as offers entertainment for the children with arts and crafts, games and movies. The volunteers photograph the families and allow them to select their favorite photo. Each family receives a framed photograph to take home and share during the holiday season.

The City of San Fernando has co-sponsored the event since 2012 at Las Palmas Park. Organizers recruit families from various organizations in the community that include The Boys & Girls Club of San Fernando Valley, Meet Each Need with Dignity (MEND), San Fernando Institute for Applied Arts (SFiAm), Woodcraft Rangers, San Fernando Senior Center, San Fernando Senior Housing, and local schools. This year, Help-Portrait 2017 will once again target 100 families. The event will be held on December 2, 2017, at Las Palmas Park.

Alas Media is requesting the following from the City:

- Co-sponsorship of the event by approval to use the facility at Las Palmas Park for the next five years; and
- Use of the City Seal on marketing material for Help-Portrait San Fernando 2017 and thereafter for the next five years (see Attachment "A"- Resolution No. 6904 Standard Management Procedure Regarding Use of the City Seal).

BUDGET IMPACT:

There will be no direct staff costs related to the event as all set-ups and breakdown activities will occur during regular facility hours and will be handled by Help-Portrait volunteers. One recreation staff person will be on-site during regularly scheduled hours to monitor the event.

Consideration to Approve a Co-sponsorship and Use of the City Seal for Help Portrait San Fernando event with Alas Media

Page 3 of 3

CONCLUSION:

It is recommended that the City Council approve the co-sponsorship of Help-Portrait San Fernando; authorize the use of the City seal and the facility at Las Palmas Park for five (5) years, beginning in 2017, on December 2, 2017, and ending with Help-Portrait San Fernando 2021.

ATTACHMENT:

A. Resolution No. 6904

ATTACHMENT "A"

RESOLUTION NO. 6904

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL

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

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

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

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

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

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

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

720626-1

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

Dr. 936 Heuril Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada, City Attorney

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

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

AYES:

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

NOES:

None

ABSENT:

None

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: August 7, 2017

Subject: Consideration to Approve the Use of Certain Street Light Poles by Discovery Cube

Los Angeles for Banners to Promote Their *Dinosaurs Unearthed* Exhibition

RECOMMENDATION:

It is recommended that the City Council approve use of certain street light poles by Discovery Cube Los Angeles, through September 10, 2017, to install banners to promote their "Dinosaurs Unearthed" exhibition (Attachment "A").

BACKGROUND:

- 1. Pursuant to the City's street light banner guidelines (Attachment "B"), banners placed on street lights in the public right-of-way must serve a civic and public interest.
- 2. The cost to place banners on City owned street lights is \$15 per banner per week for single sided banners and \$22 per banner per week for double sided banners.
- 3. In mid-July, the City received a request from Discovery Cube Los Angeles to place double sided banners on City poles in the primary thoroughfares.

ANALYSIS:

Discovery Cube is an educational nonprofit organization whose mission is to inspire and educate young minds through engaging science-based programs and exhibits to create a meaningful impact on the communities they serve. Discovery Cube Los Angeles is located near the Hansen Dam Recreation Facility in Pacoima, less than five (5) miles from San Fernando.

Their current exhibition, *Dinosaurs Unearthed*, is open through September 10, 2017 and features life-size animatronic dinosaurs that roar, snarl, and move, a fossil dig site, full-size skeletons, real and replica fossils, and interactive learning stations.

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Consideration to Approve the Use of Certain Street Light Poles by Discovery Cube Los Angeles for Banners to Promote Their *Dinosaurs Unearthed* Exhibition

Page 2 of 2

Discovery Cube Los Angeles is requesting authorization from the City to use City-owned street light poles for banners to promote their *Dinosaur Unearthed* exhibition.

In accordance with City policy, Discovery Cube Los Angeles has the appropriate hardware and will provide proof of insurance naming the City as an additional insured entity.

BUDGET IMPACT:

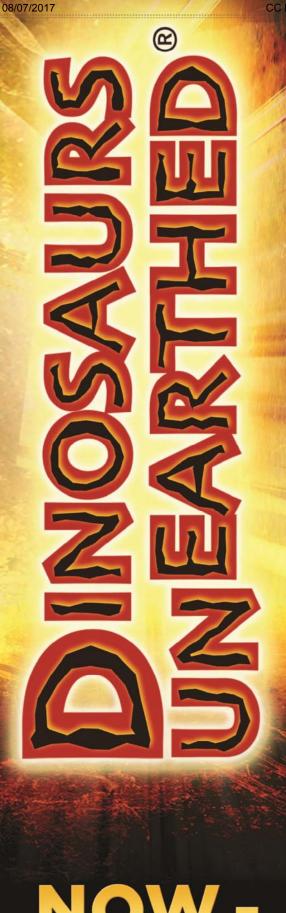
Discovery Cube Los Angeles will pay the full rental cost of \$22 per banner per week for double sided banners through September 10, 2017.

CONCLUSION:

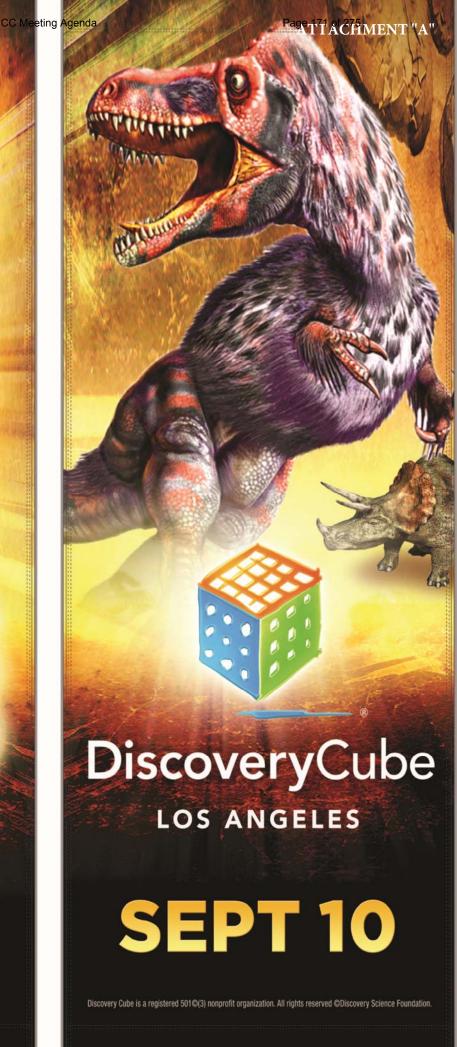
Since Discovery Cube Los Angeles is a non-profit science and education based institution with a service area that includes the City of San Fernando, it is recommended that City Council determine the exhibition serves a civic and public interest and approve their request to place banners on City street light poles to promote the *Dinosaurs Unearthed* exhibition.

ATTACHMENTS:

- A. Dinosaurs Unearthed Banner
- B. City Street Light Pole Banner Guidelines



NOW-





CITY OF SAN FERNANDO

STREET BANNERS GENERAL RULES AND REGULATIONS

GENERAL RULES AND REGULATIONS GOVERNING STREET BANNERS

The Director of Public Works has established the following rules and regulations pertaining to street banners.

OVERHEAD BANNER – A banner suspended over the public roadway, attached at both ends to an electrolier, outdoor advertising structure or building(s).

PULL-DOWN BANNER – A banner suspended over the public sidewalk or roadway, attached to a single electrolier.

NOTE: Banners may be suspended with or without decorations

- 1. Street banner permit applications must be submitted to the Public Works Department at least five working days prior to the installation. Banner permits shall not be issued prior to approval by the Director of Public Works. Banner installations are not permitted without a valid permit
- 2. Banner permits shall only be issued for events which serve a civic and public interest with a sponsorship logo or company name providing that a minimum of 80% percent of the banner contains the public event message and not in excess of 20% percent of the banner shall contain the sponsorship logo or company name; the letters in the copy shall maintain the equal size ratio; and that the permit application shall contain a sketch or photograph of the banner copy prior to approval.
- 3. No permits shall be issued for banners on roadways of 84 feet or more in width or where banners would be attached to street lighting poles with aluminum luminaire arms greater than four (4) feet in length.
- 4. No permits shall be issued for banners on streets where adjoining land use is primarily residential.
- 5. No banners or decorations shall be attached to street trees.
- 6. Installations shall not exceed one overhead banner per block. Installations of "pull down" banners for two separate events within the same block shall be allowed, provided the banners are displayed on opposite sides of the roadway and the request is approved by the Director of Public Works.

Priority for approval of requested banner locations shall be determined by the date of receipt of the Application for Permit by the Department of Public Works. Permits for banners placed along a parade route or for City-sponsored events are exempt from this provision.

8. The banner may be lettered and shall be of vinyl, nylon or cloth, and the banner is strictly limited to a maximum gross square footage area of 24 square feet per installation. Pull-down banners with tail decorations mounted on the pole may also be used in connection with overhead banners. Pull-down banners with tail decorations without overhead banners may exceed one to a block.

The banners shall be attached to the electrolier in a manner approved by the Public Works Department and attached so that no damage to the electrolier or the finish thereon will result.

No banners or decorations shall be attached to any Southern California Edison power poles or street lighting poles, or electroliers with out a valid permit. Applications for proposed installations utilizing the same must be accompanied by an affidavit authorizing the use of the power poles or street lighting poles, or electroliers etc.

Applications for banners proposed to be attached to any private property (e.g., billboards or buildings) will be rejected unless accompanied by an affidavit from the property owner authorizing the use of private property.

All parts of the banners, including pull-down tails, shall be maintained at a minimum height of 14 feet above the sidewalk, 18 feet above the roadway. Banners shall not be installed over railroad tracks.

- 9. Banners shall not be installed that obstruct traffic signs or warning devices, such as, but not limited to, street name, parking limitations, speed limit, school, directional or route designation. Permits shall not be issued where the installation is within 50 feet of the intersection or within 50 feet of any mid-block pedestrian crosswalk.
- 10. The banners and decorations shall be installed so as not to reduce the illumination from the electroilers, nor interfere in any way with street light maintenance activities.
- 11. Installations shall be checked by the permittee or his representative at least once a week and whenever sustained winds in excess of 25 miles per hour are experienced during the period of the permit. The banners shall be removed on the same date or prior to the expiration date of the permit.
- 12. Removal of banners may be ordered for the following reasons:
- a. damage or potential damage to Street Lighting equipment is apparent;
 b. permit has expired or is void; or
 c. no permit for the installation has been issued.

If removal is not completed within four (4) hours of notification, or in the event of an emergency, removal will be made by City forces, and the permittee will be billed for work performed including

direct charges and established overhead rates. Failure by the permittee to pay such charges within forty-five (45) days will result in the charges being collected from the posted surety bond or cash deposit.

- 13. Unless otherwise stated in the permit, the installation or removal of street decorations or banners shall not take place between the hours of 7:00 a.m. and 9:00 a.m. and 3:30 p.m. and 6:00 p.m., Monday through Saturday.
- 14. Permits may be revoked by the Director of Public Works in whole or in part on one or more of the following grounds:
 - 1. the maintenance of any banner installation endangers public welfare, safety, or property;
 - 2. failure or refusal to observe any provision of these rules or any policy promulgated by the Public Works Department; or
 - 3. a material misrepresentation.
- 15. Upon expiration of any permit, any street banners covered thereby must be removed by the permittee on the same date of expiration unless a renewal or written extension is granted by the Board.
- 16. Applications for permits shall be made jointly by the primary event sponsor and the commercial entity installing the banners upon forms prescribed by the Director of Public Works. The application must include a clear replica of the proposed banner or banners, including any text on said banners, for each proposed installation and said application shall also include all other information required by the Public Works Director for the protection of public safety, welfare and property. One application may include any number of locations, provided that the applicant must submit replicas of all banners proposed to be installed pursuant to the single application.
- 17. No permit shall be issued unless the commercial entity installing the street banners has on file with the Public Works Department a satisfactory policy of insurance so conditioned as to insure the City, its officers and employees against any loss, cost, expense, injury, damage or liability incurred by reason of any personal injury or property damage sustained by any person, caused by or resulting from or which may be claimed to have been caused by or to have resulted from, the installation or maintenance of any street banner appurtenance installed under the permit, or from any failure to install or maintain any such street banner or appurtenance in the manner required by this ordinance or by rule, regulation or order of the Director of Public Works, or from any dangerous or defective condition or nuisance created thereby or resulting there from. Furthermore, by the policy, the City, its officers and employees as named assures, must be insured against any property damage or personal injury resulting from any such cause.

In addition, the policy shall be so conditioned as to assure the ability of the applicant to respond in damages, in any action brought for personal injury or property damage sustained by any person, based upon any ground mentioned above.

The limit of liability upon any policy posted or maintained hereunder shall not be less than \$500,000.

18. No permit shall be issued unless in addition to the insurance policy herein above required, the applicant commercial entity installing street banners posts or has on file with the City of San Fernando a surety bond or cash deposit so conditioned as to assure that the City shall be reimbursed for any expense that may be incurred in removing any street banner or appurtenance installed pursuant to the permit, in repairing damage to street lighting equipment resulting from the banner installation, or in otherwise enforcing any order, rule or relation of the Board. Upon the face of each application received, the Director of Public Works shall indicate the amount of indemnity required upon each permit requested, which shall be at the reasonable discretion of the Director. The amount of the bond or cash deposit shall not be less than the amount so indicated. The unused portion of any cash, or other deposit shall be returned to the applicant.

The applicant commercial entity installing street banners shall be required as a condition to obtaining a permit, to indemnify and hold harmless the City, the Public Works Department, its officers and employees, from any liability resulting from the applicant's use of the public property and shall execute the necessary agreements satisfactory to the City Attorney.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: August 7, 2017

Subject: Consideration to Designate a Voting Delegate and Alternate(s) for the 2017

League of California Cities Annual Conference

RECOMMENDATION:

It is recommended that the City Council:

- a. Designate a voting Delegate for the 2017 League of California Cities ("the League") Annual Conference;
- b. Designate up to two (2) Alternate Voting Delegate who 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 2017 Annual Conference Voting Delegate/Alternate Form (Attachment "A").

BACKGROUND:

- 1. The League 2017 Annual Conference is scheduled for September 13-15, 2017, in Sacramento, California. An important part of the Annual Conference is the Annual Business Meeting; at this meeting, the League membership considers and takes action on resolutions that establish League policy.
- 2. On May 1, 2017, the City Council approved Mayor Ballin's recommended appointments to the City Council Liaison Assignments for 2017-2018, which included appointing Vice Mayor Antonio Lopez as the City Council Liaison and Councilmember Robert C. Gonzales as the Alternate to the League of California Cities.

ANALYSIS:

Each member city has a right to cast one vote on matters pertaining to League policy. In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate, and

ADMINISTRATION DEPARTMENT

REVIEW:

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1202

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Consideration to Designate a Voting Delegate and Alternate(s) for the 2017 League of California Cities Annual Conference

Page 2 of 2

may also appoint up to two alternate Voting Delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Consistent with League bylaws, the City's Voting Delegate (and up to two Alternate Voting Delegates) must be designated by the City Council via either resolution or by City Council action; Voting Delegates may not be appointed by individual action of the Mayor or City Manager/Administrator alone (Attachment "A").

The Voting Delegate and Alternate(s) must be registered to attend the Conference; they do not need to register for the entire conference, they may register for Friday only. A Voting Delegate Card will be issued and may be transferred freely between the Voting Delegate and the Alternate(s); however, it may not be transferred to another City official. Vice Mayor Lopez and Councilmember Fajardo are currently the only Councilmembers registered to attend the conference.

BUDGET IMPACT:

The cost to attend the 2017 League Annual Conference is included in the FY 2017-2018 Adopted Budget. The act of designating a Voting Delegate and Alternate(s) will not impact the budget.

CONCLUSION:

Staff recommends that the City Council appoint a Voting Delegate and up to two (2) Alternates so that the City may participate in and benefit from the development of League policy.

ATTACHMENTS:

A. League of California Cities 2017 Annual Conference Voting Delegate/Alternate Forms

ATTACHMENT "A"



1400 K Street, Suite 400 • Sacramento, California 95814 Phone: 916.658.8200 Fax: 916.658.8240 www.cacities.org

Council Action Advised by July 31, 2017

May 3, 2017

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 13 – 15, Sacramento

The League's 2017 Annual Conference is scheduled for September 13 – 15 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 1, 2017. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- Action by Council Required. Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- Conference Registration Required. The voting delegate and alternates must be
 registered to attend the conference. They need not register for the entire conference; they
 may register for Friday only. To register for the conference, please go to our website:
 www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 13, 8:00 a.m. – 6:00 p.m.; Thursday, September 14, 7:00 a.m. – 4:00 p.m.; and Friday, September 15, 7:30 a.m. – Noon. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 1. If you have questions, please call Carly Shelby at (916) 658-8279.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

- 1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
- 2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
- 3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
- 4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
- 5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
- 6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
- 7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY:			

2017 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, <u>September 1, 2017.</u> Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate <u>one voting delegate and up to two alternates</u>.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE	
Name:	•
Title:	
2. VOTING DELEGATE - ALTERNATE	3. VOTING DELEGATE - ALTERNATE
Name:	Name:
Title:	Title:
AND ALTERNATES. OR	FION DESIGNATING VOTING DELEGATE
ATTEST: I affirm that the information processing the voting delegate and alternate	rovided reflects action by the city council to e(s).
Name:	E-mail
Mayor or City Clerk	Phone:
Please complete and return by Friday, Sep	otember 1, 2017

League of California Cities **ATTN: Carly Shelby** 1400 K Street, 4th Floor Sacramento, CA 95814

FAX: (916) 658-8240 E-mail: cshelby@cacities.org (916) 658-8279



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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Elena G. Chávez, City Clerk

Date: August 7, 2017

Subject: Consideration to Adopt an Ordinance to Repeal Ordinance No. 1452 and Move

the Date of General Municipal Elections from the First Tuesday after the First Monday in March of Odd-Numbered Years to the First Tuesday after the First Monday in November of Even-Numbered Years Beginning November 6, 2018

RECOMMENDATION:

It is recommended that the City Council approve and introduce for first reading, in title only, and waive further reading of Ordinance No. 1668 (Attachment "A"), "An Ordinance of the City Council of the City of San Fernando Repealing Ordinance No. 1452 and Moving the Date of General Municipal Elections from the First Tuesday after the First Monday in March of Odd-Numbered Years to the First Tuesday after the First Monday in November of Even-Numbered Years Beginning November 6, 2018."

BACKGROUND:

- 1. On September 1, 2015, Governor Jerry Brown signed Senate Bill 415 (SB 415) into law which prohibits a local government (such as the City of San Fernando) from holding an election on any date other than a statewide election date, if doing so in the past has resulted in turnout that is at least 25% below the average turnout in that jurisdiction in the last four statewide general elections. Section 14052(b) of the Elections Code allows the City to hold elections on dates other than statewide election dates, after January 1, 2018, if it adopts a plan to consolidate future elections with statewide elections not later than the November 8, 2022 statewide general election.
- 2. On June 6, 2016, the City Council directed staff to report back with a resolution for a plan to consolidate with the statewide general election cycle no later than the November 8, 2022 statewide election.
- 3. On July 18, 2016, the City Council adopted Resolution No. 7754 which set forth the City's intention and plan to begin holding its elections on the first Tuesday after the first Monday in November no later than November 8, 2022. Also, prior to January 1, 2018, staff would report back with an ordinance for City Council consideration that would indicate future election dates.

CITY CLERK DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

REVIEW:

(818) 898-1204

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Consideration to Adopt an Ordinance of the City Council of the City of San Fernando Repealing Ordinance No. 1452 and Moving the Date of General Municipal Elections from the First Tuesday after the First Monday in March of Odd-Numbered Years to the First Tuesday after the First Monday in November of Even-Numbered Years Beginning November 6, 2018
Page 2 of 3

4. On July 17, 2017, the City Council considered approval of an ordinance to begin holding its elections on the November statewide election date beginning on November 8, 2022. The motion to introduce Ordinance No. 1667 failed and staff was directed to report back with an ordinance for City Council consideration that would accelerate the election date change beginning November 6, 2018.

ANALYSIS:

In California, general law cities, such as the City of San Fernando, are obligated to conduct general and special municipal elections in accordance with the California Elections Code (Elections Code §§ 10101-10312). The City currently conducts its elections on the first Tuesday after the first Monday in March in each odd-numbered year, pursuant to City Council Ordinance No. 1452 and Elections Code § 1301.

SB 415 prohibits the City from holding an election on other than a statewide election date if holding an election on a "nonconcurrent date" (i.e. election date other than November of even-numbered years) has previously resulted in turnout that is at least 25% less than the average voter turnout within that political subdivision for the previous four statewide general elections (i.e., 42.83% threshold for San Fernando).

STATEWIDE ELECTION DATA – SAN FERNANDO					
Election Date	Percentage	Average City Turnout (%) over 4 State Elections	Minimum City Turnout to Avoid State Cycle (25% less than average from previous column)		
November 2008	81.91%		42.020/		
November 2010	68.94%	57.11%	42.83% (25% below 57.11%)		
November 2012	50.84%		,		
November 2014	26.76.%				
LAST STANDALONE ELECTION DATA – SAN FERNANDO					
March 3, 2015	12.7 % (Below necessary threshold)				

Consideration to Adopt an Ordinance of the City Council of the City of San Fernando Repealing Ordinance No. 1452 and Moving the Date of General Municipal Elections from the First Tuesday after the First Monday in March of Odd-Numbered Years to the First Tuesday after the First Monday in November of Even-Numbered Years Beginning November 6, 2018
Page 3 of 3

The proposed Ordinance would rescind Resolution No. 7754 (which adopted a plan to consolidate future elections with a statewide election no later than the November 8, 2022 Statewide General Election). Ordinance No. 1668 would also move the date of the General Municipal Elections to the first Tuesday after the first Monday in November of even-numbered years beginning November 6, 2018 and make corresponding amendments to elected official terms.

Upon two readings and adoption by the City Council, the proposed Ordinance would require approval from the Los Angeles County Board of Supervisors and become operative upon their approval, per Elections Code Section 1301(b).

BUDGET IMPACT:

There is no budget impact associated with introducing this Ordinance for first reading. However, Elections Code § 10403.5(e) states, [w]ithin 30 days after the ordinance becomes operative, the city elections official shall cause a notice to be mailed to all registered voters informing the voters of the change in the election date..." Such mailing would require translation into multiple languages, in accordance with the Voting Rights Act, and other cities have engaged with translation and mailing companies in order to meet the 30-day mailing deadline.

At the second reading (adoption) of this Ordinance, staff will report back with a proposed budget resolution for City Council consideration regarding these associated costs.

CONCLUSION:

The proposed Ordinance No. 1668 would rescind Resolution No. 7754, repeal Ordinance No. 1452, and move the date of the General Municipal Elections to the first Tuesday after the first Monday in November of even-numbered years beginning November 6, 2018.

ATTACHMENT:

A. Ordinance No. 1668

ATTACHMENT "A"

ORDINANCE NO. 1668

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO REPEALING ORDINANCE NO. 1452 AND MOVING THE DATE OF GENERAL MUNICIPAL ELECTIONS FROM THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF ODD-NUMBERED YEARS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EVEN-NUMBERED YEARS BEGINNING NOVEMBER 6, 2018

WHEREAS, general law cities, such as the City of San Fernando (the "City"), are obligated to conduct general and special municipal elections in accordance with the California Elections Code (the "Elections Code"), per Elections Code Section 10101, et seq.;

WHEREAS, the City currently conducts its general elections on the first Tuesday after the first Monday in March in each odd-numbered year, pursuant to City Council Ordinance No. 1452 and Elections Code Section 1301;

WHEREAS, on September 1, 2015, Governor Jerry Brown signed Senate Bill 415 ("SB 415") into law;

WHEREAS, commencing January 1, 2018, SB 415 prohibits the City from holding an election on any date other than a statewide election date, as doing so in the past has resulted in turnout that is at least twenty-five percent (25%) below the average turnout in that jurisdiction in the last four statewide general elections;

WHEREAS, Section 14052(b) of the Elections Code allows the City to hold elections on dates other than statewide election dates, after January 1, 2018, if it adopts a plan to consolidate futures elections with a statewide elections no later than the November 8, 2022 statewide general election;

WHEREAS, on July 18, 2016, the City adopted Resolution No. 7754, which set forth the City's intention and plan to begin holding its elections on the first Tuesday after the First Monday in November no later than November 8, 2022; and

WHEREAS, on July 17, 2017, the City Council conducted a public hearing and considered approval of an ordinance to begin holding its elections on the November statewide election date beginning on November 8, 2022, and after discussion, the City Council directed staff to accelerate the switch to statewide election dates and to prepare an ordinance for City Council consideration to switch to statewide election dates beginning with the November 6, 2018 election.

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

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

SECTION 2. Ordinance No. 1452 is hereby repealed and rescinded in its entirety and superseded by this Ordinance No. 1668.

SECTION 3. Resolution No. 7754 is hereby repealed and rescinded in its entirety.

SECTION 4. Pursuant to Elections Code Section 1301 and in compliance with SB 415, general municipal elections for the City of San Fernando are hereby moved from the first Tuesday after the first Monday in March of odd-numbered years to the first Tuesday after the First Monday in November of even-numbered years, commencing November 6, 2018. In recognition of the foregoing and subject to approval of this ordinance and the proposed change of election date contemplated herein by the Los Angeles County Board of Supervisors, Division 3 of Chapter 2 (Administration) of the San Fernando Municipal Code, which is currently designated as "Reserved" is hereby amended in its entirety to now state the following,

Division 3. - General Municipal Elections.

2.91 Date of General Municipal Elections; Consolidation with County.

- (a) The city shall hold its general municipal elections on the first Tuesday after the first Monday in November of each even-numbered year, commencing with a general municipal election to be held on November 6, 2018.
- (b) General municipal elections held pursuant to this Section be consolidated with the concurrent statewide election of the same date administered by the Registrar-Recorder for the County of Los Angeles unless the County Board of Supervisors denies such consolidation pursuant to Elections Code section 10402.5. In the event the County Board of Supervisors denies consolidation in any given year, the City reserves the right to administer the election on its own, through the office of the City Clerk, or in cooperation with any other public agency to the extent authorized by law.

SECTION 5. In order to accommodate the new election schedule, the terms for City elected officials who were victorious at elections in 2015 and 2017 shall be subject to a reduction of approximately four months from terms of office as follows:

	Elected (by standard odd-year municipal election)	Original End of Term	New End of Term Due to SB 415
Councilmember 1	March 2015	March 20 19	November 2018
Councilmember 2	March 2015	March 20 19	November 2018
Councilmember 3	March 2015	March 20 19	November 2018
Councilmember 4	March 2017	March 20 21	November 20 20
Councilmember 5	March 2017	March 20 21	November 20 20

SECTION 6. In accordance with Elections Code Section 10403.5(b), this Ordinance shall cause no elected city terms of office to be increased or decreased by more than twelve (12) months.

<u>SECTION 7.</u> <u>Inconsistent Provisions</u>. Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 8. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 9. Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption.

SECTION 10. Effective Date/Operative Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after a second reading and adoption. This Ordinance shall become operative upon approval by the Los Angeles County Board of Supervisors, per Elections Code Section 1301(b).

SECTION 11. The City Clerk is directed to forward without delay to the County of Los Angeles Board of Supervisors and to the County of Los Angeles Registrar/Recorder/ County Clerk, each a certified copy of this Ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of S	an
Fernando at its regular meeting on this of, 2017.	
Sylvia Ballin, Mayor	
ATTEST:	
Elena G. Chávez, City Clerk	
APPROVED AS TO FORM:	
Rick R. Olivarez, City Attorney	
rdek R. Onvarez, City rationally	
STATE OF CALIFORNIA) COUNTY OF LOS ANGELES) SS CITY OF SAN FERNANDO)	
CITY OF SAN FERNANDO)	
I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that	
above and foregoing Ordinance No. 1668 was introduced at the regular meeting of the C Council held on the 7 th day of August 2017, and thereafter at the regular meeting of said C	ity itv
Council, duly held on theday of 2017, was passed and adopted the domain and the doma	
by the following votes to wit:	
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 Manager

Date: August 7, 2017

Subject: Consideration to Adopt a Resolution Amending Resolution No. 7692 to Include

the Police Chief in the Executive Compensation Plan for Department Head

Classifications

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Resolution No. 7807, amending Resolution No. 7692 to include the Police Chief in the Executive Compensation Plan for Department Head classifications;
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents; and

BACKGROUND:

- 1. On July 20, 2015, the City Council approved Resolution No. 7692 ("Executive Compensation Resolution") setting the Executive Compensation Plan for the Director of Public Works, Director of Community Development, Director of Finance, and Director of Recreation and Community Services through June 30, 2019.
- 2. The Police Chief does not currently have an employment contract, is not explicitly covered by a Memorandum of Understanding, and is not included in the Executive Compensation Resolution establishing the salary and benefits for Department Heads.

ANALYSIS:

In 2013, the City transitioned from a City Administrator form of government to a City Manager form of government. As a result of that transition, the method of compensation for Department Head positions transitioned from employment contracts for each Department Head to a compensation package for all Department Heads set by resolution.

ADMINISTRATION DEPARTMENT

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Consideration to Adopt a Resolution Amending Resolution No. 7692 to Include the Chief of Police in the Executive Compensation Plan for Department Head Classifications.

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Due primarily to the difference in CalPERS retirement benefits for the Police Chief as a sworn peace officer and Department Heads as miscellaneous employees, the Police Chief was not included in the Executive Compensation Resolution, which lays out the compensation and benefits package for Department Heads. Consequently, the Police Chief is the only position in the City not technically covered by an employment contract, Memorandum of Understanding, or City Resolution.

The proposed Resolution will amend the Executive Compensation Resolution to include the Police Chief and the related retirement benefits for that position. The most significant changes to the compensation package for the Police Chief are highlighted below:

- 1. Base salary would increase from \$144,000/year to \$162,400/year effective July 1, 2017 and the Police Chief would receive the same COLA adjustments as Department Heads going forward (i.e. two percent July 1, 2018). To offset the increase in base salary, the incumbent Police Chief would no longer receive longevity pay (\$14,400/year).
- 2. The position will be converted from a fully-paid medical plan to a cafeteria plan starting January 1, 2018.
- 3. Annual leave accrual will be capped at 400 hours. The Incumbent Police Chief will be cashed out up to 250 hours of leave each July until total earned accrual is below 300 hours, excluding management leave.
- 4. The position would be eligible to receive up to 3 months' severance pay if terminated without cause.
- 5. The position will maintain existing CalPERS retirement and retiree medical benefits as set forth in sections 3.01 to 3.03 of the MOU with the San Fernando Police Officers Association.

It is important to note that, without a salary adjustment, the Police Chief is only separated from the Police Lieutenant by 3.2% and the Police Management Unit is scheduled to receive a three percent (3%) salary increase on July 1, 2018. Unless the Police Chief's salary is adjusted, there will be a serious compaction issue as the Lieutenant position will be paid as much as the Police Chief position. Typically, a manager is paid at least five percent (5%) more than their next closest subordinate. The proposed adjustment will maintain that minimum separation.

The proposed Resolution also reduces the cap for annual leave that Department Heads can accrue from 800 hours to 400 hours and adds a Deputy City Manager designation that authorizes the City Manager, at his or her discretion, to designate one (1) Department Head as Deputy City Manager. In addition to the duties and responsibilities included in the Department Head's regular classification, the Deputy City Manager designation will be responsible for

Consideration to Adopt a Resolution Amending Resolution No. 7692 to Include the Chief of Police in the Executive Compensation Plan for Department Head Classifications.

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assisting the City Manager with general City administrative duties, as assigned, and will assume the responsibilities of the City Manager during the City Manager's absence. A Department Head designated as Deputy City Manager will receive an additional ten percent (10%) special assignment pay.

BUDGET IMPACT:

The total annual net additional cost of the proposed Resolution is approximately \$5,650 per year from the General Fund and \$360 from the Retirement Fund. The \$18,400 increase in base salary from \$144,000 per year to \$162,400 per year is mostly offset by the elimination of longevity pay (\$14,400 per year) and an increase in the employee's contribution toward medical insurance due to conversion to a cafeteria plan (\$2,100 per year). The remaining increase is to account for COLA adjustments and additional Management Leave received by Department Heads and other bargaining units since July 1, 2015 that were not given to the Police Chief because he was not part of any bargaining unit or Executive Compensation Plan.

	Current		F	Proposed		hange (\$)	Change (%)
Salary	\$	144,000	\$	162,400	\$	18,400	2.5%
Longevity		14,400		† -		(14,400)	-100.0%
Medical Ins.		25,032		22,944		(2,088)	-8.3%
Annual Leave		18,276		18,738		462	2.5%
Management Leave		6,092		9,369		3,277	53.8%
EPMC		14,256		14,616		360	2.5%
TOTAL	\$	222,056	\$	228,068	\$	6,012	2.7%
Dept. Head COLA	An	nount (\$)					
FY 2015-2016 (0.0%)		-					
FY 2016-2017 (1.0%)		1,584					
FY 2017-2018 (1.5%)		2,402					
		3,986					
Salary + Longevity		158,400					
		162,386					

CONCLUSION:

The proposed Resolution amending the Executive Compensation Resolution to include the Police Chief will ensure a fair compensation package for the position going forward.

Consideration to Adopt a Resolution Amending Resolution No. 7692 to Include the Chief of Police in the Executive Compensation Plan for Department Head Classifications. Page 4 of 4

ATTACHMENTS:

- A. Resolution No. 7807
- B. Resolution No. 7692

RESOLUTION NO. 7807

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 7692 ESTABLISHING THE SALARY AND BENEFITS FOR EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS

WHEREAS, under California State law, the City Council is vested with the authority to designate classifications as being Department Heads; and

WHEREAS, the City Council has established and designated the following classifications as Department Heads: (1) Deputy City Manager/Director of Public Works; (2) Director of Community Development; (3) Director of Finance; and (4) Director of Recreation and Community Service; and

WHEREAS, the Police Chief does not currently have an employment contract, is not explicitly covered by a Memorandum of Understanding, and is not included in Resolution No. 7692 establishing the salary and benefits for Department Heads; and

WHEREAS, the City Council desires to include the Police Chief designation as a Department Head; and

WHEREAS, the terms and conditions of employment for the Department Heads are set forth in Resolution Number 7692 adopted on August 3, 2015; and

WHEREAS, the City Council has determined that it is appropriate to adjust the base salary and provide benefits to the Police Chief commensurate with negotiated provisions in other recognized bargaining units in the City.

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

SECTION 1. Approval of amendments to Resolution No. 7692 as outlined in the attached "Exhibit 1". Resolution 7692 and all exhibits attached thereto shall remain binding and operation except to the extent amended under this Resolution and no further.

PASSED, APPROVED, AND ADOPTED this 7th day of August, 2017.

Sylv	via Ball	in, May	yor	

ATTEST:
Elena G. Chávez, City Clerk
STATE OF CALIFORNIA) COUNTY OF LOS ANGELES) ss CITY OF SAN FERNANDO)
I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7 th day of August, 2017, by the following vote to wit:
AYES:
NOES:
ABSENT:
Elena G. Chávez, City Clerk

EXHIBIT "1"

Resolution 7692 is hereby amended as follows:

SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:

Amended to remove "Deputy City Manager" from the Director of Public Works classification and add the classification of Police Chief.

SECTION 2. SALARY:

Amended to add:

Effective on the first day of the first pay period beginning after July 1, 2017, the base salary for the Police Chief will be \$162,400 and the incumbent will not be eligible for longevity pay under Section 3 of Resolution No. 7692. The Police Chief will get salary increases beginning July 1, 2018 in accordance with Section 2 of Resolution No. 7692.

SECTION 3. SPECIAL PAY:

Amended to add:

Deputy City Manager Designation

The City Manager may, at his or her discretion, designate no more than one (1) Department Head as Deputy City Manager. In addition to the duties and responsibilities included in the Department Head's regular classification, the Deputy City Manager designation will be responsible for assisting the City Manager with general City administrative duties, as assigned, and will assume the responsibilities of the City Manager during the City Manager's absence. A Department Head designated as Deputy City Manager will receive ten percent (10%) special assignment pay on top of their base salary.

SECTION 5. RETIREMENT:

Amended to add:

Retirement benefits applicable to the Police Chief only are included in Article 3. RETIREMENT BENEFITS, Sections 3.01 - 3.03, of the Memorandum of Understanding between the San Fernando Police Officers Association and the City of San Fernando for the term July 1, 2015 through June 30, 2019.

SECTION 6. LEAVE BENEFITS:

Annual Leave

Amended to read as follows, "Department Heads may, at the employee's discretion, accrue up to four hundred (400) hours of Annual Leave. Upon separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

The incumbent Police Chief will be paid out up to two hundred and fifty (250) hours from existing leave balances (including compensatory time, sick leave, holiday leave, etc.) each July 31st until all other leave balances, excluding Management Leave, are exhausted and annual leave is less than three hundred (300) hours. At that point, the Police Chief will be subject to the four-hundred-hour cap for annual leave. The Police Chief will continue accrue annual leave at the applicable rate identified in Resolution No. 7692."

ATTACHMENT "B"

RESOLUTION NO. 7692

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ESTABLISHING THE SALARY AND BENEFITS FOR EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS

WHEREAS, under California State law, the City Council is vested with the authority to designate classifications as being Department Heads; and

WHEREAS, the City Council; has established and designated the following classifications as Department Heads: (1) Deputy City Manager/Director of Public Works; (2) Director of Community Development; (3) Director of Finance; and (4) Director of Recreation and Community Service; and

WHEREAS, the classifications designated as Department Heads of the City of San Fernando are critical to the City's efficient and effective operations, the City Council recognizes the management nature and responsibilities of the positions; and

WHEREAS, the City Council desires to provide competitive benefits to its employees; and

WHEREAS, the terms and conditions of employment for the Department Heads were previously set forth in a Memorandum of Understanding between the City of San Fernando and the Management Bargaining Unit; and

WHEREAS, the City of San Fernando intends to provide adjustments effective the first day of the first pay period beginning after July 1, 2015 to employees in Department Head classifications; and

WHEREAS, the City Council has determined that it is appropriate to provide the same economic adjustments to employees in Department Head classifications that are consistent with negotiated provisions in other recognized bargaining units in the City; and

WHEREAS, the City of San Fernando intends to provide the same or equivalent economic adjustments to employees in Department Head classifications as those negotiated by other recognized bargaining units in the City.

NOW THEREFORE, the City Council of the City of San Fernando, California, hereby resolves to approve the wages, benefits, and terms and conditions of employment for the employees in Department Head classifications as outlined in the attached "Exhibit A":

PASSED, APPROVED, AND ADOPTED this 3rd day of August, 2015.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 3rd day of August, 2015, by the following vote to wit:

AYES:

Fajardo, Ballin, Gonzales, Lopez, Soto – 5

NOES:

None

ABSENT:

None

Elena G. Chávez, City Clerk

EXHIBIT "A"

Upon the City Council's adoption of Resolution 7692, the compensation, benefits plan, and terms and conditions of employment for employees in classifications designated as Department Heads will be as set forth below.

SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:

- Deputy City Manager/Director of Public Works
- Director of Community Development
- Director of Finance
- Director of Recreation and Community Services

SECTION 2. SALARY:

The base salary for each employee subject to Resolution 7692 shall be adjusted as follows:

- No adjustment to base salary for fiscal year 2015-2016.
- Effective on the first day of the first pay period beginning after July 1, 2016, the employee's base salary shall be increased by one percent (1.0%).
- Effective on the first day of the first pay period beginning after July 1, 2017, the employee's base salary shall be increased by one and one-half percent (1.5%).
- Effective on the first day of the first pay period beginning after July 1, 2018, the employee's base salary shall be increased by two percent (2.0%).

SECTION 3. SPECIAL PAY:

Longevity

Department Heads that have completed 10 years of service from date of hire will receive an additional 3% above the base salary step.

Department Heads that have completed 20 years of service from date of hire will receive a total of 4% over and above the base salary.

Department Heads that have completed 30 years of service from date of hire will receive a total of 5% over and above the base salary.

Department Heads on leave of absence without pay, with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

Bilingual Pay

Department Heads will receive bilingual pay in the amount of \$100 per month provided he or she has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City.

Acting Pay

Department Heads who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be retroactive to the first day of said assignment, and at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

SECTION 4. EMPLOYEE AND RETIREE INSURANCE BENEFITS:

Medical, Dental and Vision Insurance for Active Employees

The City contracts with the California Public Employees' Retirement System (PERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. The City will contribute the Public Employee's Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

- 1. An enrolled employee and eligible dependents;
- 2. An enrolled retiree and eligible dependents; and
- 3. A surviving annuitant.

The City will provide Department Heads with a full flex cafeteria plan in accordance with IRS Code Section 125. Department Heads shall receive a monthly flex dollar allowance to purchase medical, dental and vision benefits offered through the City's insurance plans.

The monthly flex dollar allowance, inclusive of the statutory PEMHCA minimum, shall be:

	January 1, 2016	January 1, 2017	January 1, 2018	January 1, 2019
Employee only:	\$750	\$765	\$780	\$795
Employee + 1:	\$1,300	\$1,325	\$1,350	\$1,375
Family:	\$1,750	\$1,785	\$1,820	\$1,855

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in a mandatory medical insurance plan, or opting out under the "Opt Out"

provision below, Department Heads have the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

If any bargaining unit negotiates a flex dollar allowance that exceeds the amounts identified above, the City will adjust the flex dollar allowance for Department Heads to match the higher flex dollar amount.

Opt Out

Department Heads may elect to discontinue participation in the PERS Health Plan medical insurance coverage ("Opt Out"). The intent of this provision is to share premium savings that the City will incur as a result of a Department Head canceling City coverage.

Department Heads electing to waive City medical insurance coverage for themselves and all eligible family members must provide proof of coverage through another (non-City) benefit plan (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.

Upon proof of other coverage, Department Heads may elect to waive the City's medical insurance and use the above allotted single-party (Employee only) flex dollars toward other items in the full flex cafeteria plan or convert it to taxable income.

After electing to Opt Out, a Department Head who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.

For medical insurance plans, when a Department Head is the spouse of another benefited City employee, the affected employees shall have the option of:

- a. Each employee may elect a flex dollar amount of a single employee;
- b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

Medical Insurance for Retirees

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a two (2) tier structure for retiree medical insurance. The City will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

1. <u>Retiree Medical Tier I</u>: Department Heads hired on or before June 30, 2015 and retire on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan is selected by the employee for himself/herself and eligible dependents, except that if the employee chooses the most expensive plan, the employee will be pay the difference in premiums.

2. Retiree Medical Tier II: Department Heads hired on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum (currently \$122 per month for 2015).

Retiree Health Savings Account

For Department Heads that are in Retiree Medical Tier II as described above, the City will contribute \$100 per month into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the City. An employee may elect to contribute an additional amount to the RMT or RHS, at his or her option. The City will work to implement a RMT or RHS prior to June 30, 2016.

Life Insurance

The City shall provide all Department Heads with a \$50,000 Basic Life and AD&D insurance policy at no cost to the employee.

SECTION 5. RETIREMENT:

The City shall provide retirement benefits to eligible employees through the California Public Employees' Retirement System (CalPERS) as follows: The definition of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

First Tier: "Classic" members hired prior to November 12, 2005 will receive the 3% at 60, single highest year compensation retirement calculation.

Second Tier: "Classic" members hired on or after November 12, 2005 will receive the 2% at 55, final 36-month average compensation retirement calculation.

Third Tier: "New" members hired on or after January 1, 2013 will receive the 2% at 62, final 36-month average compensation retirement compensation retirement calculation.

In accordance with the existing contracts with CalPERS, the City shall provide the following retirement benefits to employees:

- a. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).
- b. 5% Cost of Living Allowance (COLA) for employees hired on or before November 12, 2005; and 3% COLA for employees hired after November 12, 2005 (Government Code Section 21335).
- c. Credit for unused sick leave for employees as per CalPERS guidelines (Government Code Section 20965).

Employer Paid Member Contributions

Effective upon CalPERS' approval of the necessary Resolutions, but not before the payroll period containing July 1, 2015, the City shall pay 6.0% for First Tier CalPERS members and 5.5% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

Effective on the first day of the payroll period containing July 1, 2016, the City shall pay 7.0% for First Tier CalPERS members and 6.5% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

Effective on the first day of the payroll period containing July 1, 2017, and thereafter, the City shall pay 7.5% for First Tier CalPERS members and 7.0% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

The City's payments, above, shall be treated as a "pick up" of employee contributions pursuant to IRC 414(h)(2).

The City shall continue to report the value of the Employer Paid Member Contribution to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

In accordance with PEPRA, "New" CalPERS members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

SECTION 6. LEAVE BENEFITS:

Management Leave

Management leaves provides a means of compensation for hours worked by exempt employees beyond their normal work schedule. The City shall provide Department Heads with one hundred twenty (120) hours Management Leave per year credited each January 1. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee's

current rate of pay. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

Annual Leave

Department Heads earn Annual Leave in lieu of vacation and sick leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll to payroll basis prorated in accordance with the following rates.

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0 – 4 years of City service: 6.15 hours per pay period (160/year)
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5 – 9 years of City service: 7.69 hours per pay period (200/year)

10 or more years of City service: 9.23 hours per pay period (240/year)

Department Heads who have pre-existing sick leave and/or vacation accrual balance shall convert sick leave to annual leave at the rate of one hour of sick leave to 0.5 hours of annual leave; and convert vacation to annual leave at the rate of one hour of vacation to one hour of annual leave.

Department Heads may, at the employee's discretion, accrue up to eight hundred (800) hours of Annual Leave. Upon separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

Holiday Leave

Each Department Head shall be entitled to the following holidays with pay (8 hours per holiday):

(1)	New Year's Day	(7)	Labor Day
(2)	Martin Luther King, Jr. Birthday	(8)	Veteran's Day
(3)	President's Day	(9)	Thanksgiving Day
(4)	Cesar Chavez's Birthday	(10)	Day after Thanksgiving
(5)	Memorial Day	(11)	Christmas Day
(6)	Independence Day	(12)	Floating Holiday

Floating holiday hours are credited each January 1 and must be used before December 30. Unused floating holiday hours are not carried forward.

Bereavement Leave

Department Heads shall be permitted to use up to five (5) days of paid bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

For the purposes of this benefit, "Immediate Family" shall mean grandparent, parent, child, sibling, spouse, or registered domestic partner as permitted by California law, or any person living in the household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted, or foster child, stepchild, legal ward or a child of a person who has parent's rights.

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

The City Manager may authorize additional days of leave for bereavement purposes on an asneeded basis.

SECTION 7. WORK SCHEDULE:

Department Heads shall devote not less than 40 hours per week to assigned duties. It is recognized that Department Heads may need to devote more time outside of normal office hours for the benefit of the City.

SECTION 8. REIMBURSEMENTS:

Tuition Reimbursements

The City shall reimburse Department Heads for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two (2) years.

Wellness Reimbursement

To encourage the health and well-being of employees, the City shall reimburse certain wellness expenses in an amount not to exceed \$600 each fiscal year. Employees must request reimbursement using a City approved form and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

The following are reimbursable items under this section:

- Medical examination by the health provider of the employee's choice.
- Membership in a health club or fitness center.

- Other formal wellness programs provided by professionals (e.g. smoking cessation, weight control, nutrition, or similar programs.)
- Reimbursement for employee or eligible dependent medical expenses (deductibles or copayments) not covered by the employee's health, dental, or vision insurance.
- Reimbursement for medical, vision, and dental insurance premiums in excess of the monthly flex dollar allowance, if applicable.
- Additional contact lenses, prescription glasses, or prescription sunglasses not covered by medical or vision insurance.
- Dental work (included orthodontia) for employee or eligible dependents not covered by medical or dental insurance.
- Registration fees for health classes (e.g. yoga, cross fit, etc.).
- Entrance fees for competitive sporting events (e.g. bicycle or running race, mud run competition, et cetera).

Technology Reimbursement

Department Heads may elect to receive a technology reimbursement of \$100/month in lieu of a City issued cell phone. Department Heads that continue to receive a City issued cell phone will not receive the reimbursement.

SECTION 9. CAR ALLOWANCE:

Department Heads will receive a City-provided vehicle or car allowance of \$300/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department Heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

SECTION 10. SEVERANCE PAY:

Department Heads are considered at-will employees and serve at the pleasure of the City Manager. If a Department Head is dismissed or discharged without cause, the City will provide the employee up to three (3) months' severance pay. Severance pay shall be calculated on base salary only, and on years of service with the City at a rate of one (1) month per one (1) year of service. In the event a Department Head is dismissed for cause, the City shall have no obligation to pay severance benefits.

All Department Heads hired before July 1, 2015 will earn one month severance pay upon adoption of this resolution and will earn another month each July 1st thereafter, up to three total months. Department Heads hired on or after July 1, 2015 will earn one month severance pay upon the one-year anniversary of their hire date, and each anniversary thereafter, up to three total months.

After receiving written notice of dismissal from the City, Department Heads may elect to be placed on administrative leave for an amount of time equal to their earned severance pay (i.e. up to three months) instead of receiving a lump-sum payout. The employee must notify the City of their election within three (3) business days of receiving written notice of dismissal.

SECTION 11. EMPLOYMENT CONTRACTS:

The City Manager, with the approval as to form by the City Attorney, may execute a separate employment contract with any Department Head provided the benefits included in the contract do not exceed the benefits listed in this Exhibit. Benefits listed in this Exhibit shall govern unless otherwise provided in the Department Head's employment contract.

SECTION 12. PROVISIONS OF LAW AND SEVERABILITY:

The parties agree that this Resolution is subject to all current and future applicable federal, state, and local laws.

If any article, part, or provision of this Resolution is in conflict with or inconsistent with applicable provisions of federal, state or local law or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision thereof shall be suspended or superseded by such applicable law or regulation, and the remainder of the Resolution shall not be affected thereby.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: August 7, 2017

Subject: Consideration to Appoint an Ad Hoc Committee to Review the User Fee and

Development Impact Fee Studies

RECOMMENDATION:

It is recommended that the City Council appoint two members to an Ad Hoc Committee to review the User Fee and Development Impact Fee studies.

BACKGROUND:

- 1. The City assesses user fees for certain services including, but not limited to, special permits, plan check and inspection fees for new construction projects, registration fees for recreation related activities and recreation classes, pet licensing fees, facility rental fees, etc.
- 2. In general, when an individual pays a user fee, they receive a direct service or derive some other special benefit/entitlement. The purpose of charging user fees is to recover part, or all, of the cost of providing the service. In cases that costs are not fully recovered, the activity is being 'subsidized' by the General Fund. In some instances, the City may be charging more than it reasonably costs to provide the service; in which case the fee must be reduced.
- 3. In California, user fees are subject to a number of state laws, most notably Proposition 218 (November 1996) and Proposition 26 (November 2010). Among other changes, Proposition 218 limited the amount charged for user fees to the actual cost to provide the service, required the fee be related to a service or benefit being provided to the payee, and required voter approval to increase all taxes (as defined in Prop 218). Proposition 26 broadened the definition of 'tax' and determined seven criteria that gave exception to the new tax definition. Revenue sources that meet one of the seven criteria may be considered fees and therefore do not require voter approval to increase.

FINANCE DEPARTMENT

Consideration to Appoint an Ad Hoc Committee to Review the User Fee and Development Impact Fee Studies

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- 4. It is a best financial management practice to periodically conduct a study to determine the full cost to provide certain services and ensure that the City is equitably recovering the cost of providing those services from the persons using them.
- 5. Annually, staff reviews and updates the fees internally; however, a comprehensive fee study has not been conducted for more than ten (10) years.
- 6. In Fiscal Year (FY) 2015-2016, the City Council appropriated funds to conduct a comprehensive user fee study and cost allocation plan to ensure proper cost recovery and better position the City for long-term financial stability.
- 7. On October 5, 2015, City Council awarded a contract to Willdan Financial Services to perform a comprehensive user fee study.

ANALYSIS:

Prior to kicking off the User Fee Study, Willdan Financial Services (WFS) had to prepare a Cost Allocation Plan to determine overhead rates for each department. The Cost Allocation Plan was also necessary for preparation of the FY 2016-2017 budget to determine administrative charges to each City fund. The Cost Allocation Plan was completed in April 2016.

In July 2016, WFS then began working with staff to collect the necessary time and materials data for each fee activity. From that data, WFS has calculated the fully burdened cost to provide each user fee service in the City. City staff has reviewed the report and proposed target cost recovery levels for each fee in accordance with the City's Comprehensive Financial Policy (Attachment "A").

Staff is requesting the formation of an Ad Hoc Committee to review the User Fee Study, review and provide input on proposed cost recovery levels for each fee category, and recommend an implementation schedule to attain the target cost recovery over a number of years, if appropriate. Chapter 9: User Fees and Charges of the City's Comprehensive Financial Policy should serve as a guide to setting cost recovery levels.

BUDGET IMPACT:

The City generates approximately \$300,000 per year in user fees and charges. Increasing cost recovery for user fees will decrease the General Fund subsidy of these activities and create a more sustainable long-term revenue source.

Consideration to Appoint an Ad Hoc Committee to Review the User Fee and Development Impact Fee Studies

Page 3 of 3

CONCLUSION:

Staff recommends that the City Council appoint an Ad Hoc Committee to work with staff to review the user fee and development impact fee studies, review and provide input on proposed cost recovery levels, and recommend an implementation schedule for fee increases.

ATTACHMENT:

A. Comprehensive Financial Policy: Chapter 9 – User Fees and Charges

GENERAL FINANCIAL POLICY Page 16

CHAPTER 9: USER FEES AND SERVICE CHARGES

The City charges user fees and charges for services which are of special benefit to easily identified individuals or groups. The City will establish appropriate cost-recovery targets for its fee structure and will annually adjust its Master Fee Schedule to ensure that the fees continue to meet cost recovery targets and account for changes in methods or levels of service delivery. The Finance Department may study, internally or using an outside consultant, the cost of providing such services and recommend fees to each department.

<u>General Concepts Regarding the User Fees and Service Charges:</u> The following general concepts will be used in developing and implementing user fees and service charges:

- 1. Revenues shall not exceed the reasonable cost of providing the service.
- 2. Cost recovery goals shall be based on the total cost of delivering the service, including direct costs, departmental administration costs, and organization-wide support costs, including, but not limited to, accounting, payroll, personnel, data processing, vehicle maintenance, and insurance.
- 3. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.
- 4. For rental of real property, rate structures should be sensitive to the "market" for similar services as well as to smaller, infrequent users of the service.
- 5. A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed above.

<u>User Fee Cost Recovery Levels:</u> In setting user fee cost recovery levels, the following factors will be considered:

- 1. <u>Community-Wide vs. Special Benefit:</u> The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general purpose (tax) revenues is appropriate for community-wide services, while user fees are appropriate for services which are of special benefit to easily identified individuals or groups.
- 2. <u>Service Recipient vs. Service Driver:</u> After considering community-wide versus special benefit of the service, the concept of service recipient versus service driver should also be considered. For example, it could be argued that the applicant is not the beneficiary of the City's development review efforts; the community is the primary beneficiary. However, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate.
- 3. <u>Effect of Pricing on the Demand for Services:</u> The level of cost recovery and related pricing of services can significantly affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly-stimulated by artificially low prices. Conversely, high-levels of cost recovery will negatively impact the delivery of services to lower income groups. This negative feature is especially pronounced, and works against public policy, if the services are specifically targeted to low income groups.
- 4. <u>Feasibility of Collection and Recovery:</u> Although it may be determined that a high-level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.

GENERAL FINANCIAL POLICY Page 17

<u>Factors Which Favor Low Cost Recovery Levels:</u> Very low cost recovery levels are appropriate under the following circumstances:

- 1. There is no intended relationship between the amount paid and the benefit received. Almost all "social service" programs fall into this category as it is expected that one group will subsidize another.
- 2. Collecting fees is not cost-effective or will significantly impact the efficient delivery of the service.
- 3. There is no intent to limit the use of (or entitlement to) the service. Again, most "social service" programs fit into this category as well as many public safety emergency response services. Historically, access to neighborhood and community parks would also fit into this category.
- 4. The service is non-recurring, generally delivered on a "peak demand" or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. Many public safety services also fall into this category.
- 5. Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified, and as such, failure to comply would not be readily detected by the City. Many small-scale licenses and permits might fall into this category.

<u>Factors Which Favor High Cost Recovery Levels:</u> The use of user fees and service charges as a major source of funding service levels is especially appropriate under the following circumstances:

- 1. The service is similar to services provided through the private sector.
- 2. Other private or public sector alternatives could or do exist for the delivery of the service.
- 3. For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received.
- 4. The use of the service is specifically discouraged. Police responses to disturbances or false alarms might fall into this category.
- 5. The service is regulatory in nature and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. Building permit, plan checks, and subdivision review fees for large projects would fall into this category.

Enterprise Fund Fees and Rates

- 1. The City will set fees and rates at levels which fully cover the total direct and indirect costs-including operations, capital outlay, and debt service of the following enterprise programs; Water, Sewer (wastewater), and Refuse.
- 2. The City will review and adjust enterprise fees and rate structures as required to ensure that they remain appropriate and equitable.

GENERAL FINANCIAL POLICY Page 18

CHAPTER 10: COST ALLOCATION PLAN

A Cost Allocation Plan allows the City to fairly and completely allocate its administrative and overhead costs to all divisions. This allows the General Fund to recover costs from Enterprise Funds, Grant Funds, and also determines the overhead costs on the hourly rates of staff providing fee based services. A cost allocation study should be prepared by the Finance Department, either internally or using an outside consultant, at least biennially (i.e., every two years).

Office of Management and Budget Circular A-87 (OMB A-87) Plan: Using actual expenditures and documented time allocations, the OMB A-87 Plan follows the guidelines outlined by the Federal government through OMB Circular A-87. This plan is used for Federal grant administrative cost recovery.

<u>Total Cost Plan:</u> When grant regulations are not an issue, a Total Cost Plan, which uses the costs that the OMB A-87 Plan disallows, is able to allocate all indirect costs like the private sector routinely does. This plan is recommended whenever the goal is to fully allocate indirect costs for interfund transfers and fee calculations.

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AGENDA REPORT

To: City Councilmembers

From: Mayor Sylvia Ballin

Date: August 7, 2017

Subject: Consideration to Take Various Actions in Support of the Paris Agreement

RECOMMENDATION:

I have placed this item on the agenda for consideration and recommend that the City Council:

- a. Adopt Resolution No. 7806 (Attachment "A") in support of the Paris Agreement;
- b. Approve signing on to the Open Letter to President Trump committing to adopt, honor and uphold Paris Agreement goals (Attachment "B" Climate Mayors Effort);
- c. Approve signing on to the Open Letter to the United Nations Framework on Climate Change (Attachment "C");
- d. Approve signing on to the Open Letter to the International Community and Parties to the Paris Agreement from U.S. State, Local, and Business Leaders (Attachment "D" We Are Still In); and
- e. Authorize staff to complete all related online documents.

BUDGET IMPACT:

There is no budget impact associated with adopting and supporting the goals of the Paris Agreement. If staff is directed to take additional action subsequent to discussion by City Council, staff will provide a budget impact associated with the additional action at a future meeting.

ATTACHMENTS:

- A. Resolution No. 7806
- B. Letter Climate Mayors Effort
- C. Letter United Nations Framework On Climate Change
- D. Letter We Are Still In

□ City Manager

RESOLUTION NO. 7806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, IN SUPPORT OF THE PARIS AGREEMENT

WHEREAS, consensus exists among the world's leading climate scientists that global warming caused by emissions of greenhouse gases from human activities is among the most significant problems facing the world today; and

WHEREAS, documented impacts of global warming include but are not limited to increased occurrences of extreme weather events (e.g. droughts and floods), adverse impacts on ecosystems, demographic patterns and economic value chains; and

WHEREAS, the State of California has mandated statewide reduction of GHG emissions to 80% below 1990 levels by 2050; and

WHEREAS, responding to the climate change provides communities an opportunity to access first mover advantage in the range of products, services and know-how that transitioning to a climate-compatible future brings; and

WHEREAS, the Paris Agreement resulted in a commitment from almost every nation to take action and enact programs to limit global temperature increase to less than 2 degrees Celsius, with an expectation that this goal would be reduced to 1.5 degrees in the future;

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

- 1. Indicates its commitment to reducing GHG emissions through an implementation of a Climate Action Plan; and
- 2. Joins other US cities in the Climate Mayors network in adopting and supporting the goals of the Paris Agreement; and
- 3. Commits to exploring the potential benefits and costs of adopting policies and programs that promote the long-term goal of GHG emissions reduction while maximizing economic and social co-benefits of such action.

PASSED,	APPROVED.	AND ADOPTE	D this 7 th	day of	August,	2017.
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Sylvia Ballin, Mayor	

ATTEST:	
Elena G. Chávez, City Clerk	<u> </u>
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 7 th day of August, 2017, by the following vote to
AYES:	
NOES:	
ABSENT:	
	<u> </u>
Elena G. Chávez, City Clerk	



HOME / CLIMATE ACTION PLANS / WHAT'S NEW / BLOG / ABOUT / SOCIAL MEDIA / PHOTOS





#ClimateMayors Letter to President Trump on Roll Back of U.S. Climate Actions

March 28, 2017

Dear President Trump,

As members of the Mayors National Climate Action Agenda (MNCAA), we represent more than 42 million Americans in 75 cities across our nation — in red and blue states alike. We write to strongly object to your actions to roll back critically important U.S. climate policies including the Clean Power Plan and vehicle fuel efficiency standards, as well as proposed budget cuts to the EPA and critical federal programs like Energy Star.

Climate change is both the greatest single threat we face, and our greatest economic opportunity for our nation. That is why we affirm our cities' commitments to taking every action possible to achieve the principles and goals of the Paris Climate Agreement, and to engage states, businesses and other sectors to join us.

As Mayors, we work with our constituents face-to-face, every day, and they demand that we act on climate to improve quality of life and create economic growth. As public servants and stewards of public funds and infrastructure, we also cannot ignore the costs of inaction. That is why we are also standing up for our constituents and all Americans harmed by climate change, including those most vulnerable among us: coastal residents confronting erosion and sea level rise; young and old alike suffering from worsening air pollution and at risk during heatwaves; mountain residents engulfed by wildfires; farmers struggling at harvest time due to drought; and communities across our nation challenged by extreme weather.

@ClimateMayors Tweets:



@ClimateMayors

Paris #COP21

#ClimateChange talks
more vital than ever Tell ur
Mayor to join the 66

#ClimateMayors calling 4
action
https://t.co/m3Xbwru4jm
2 years ago



@ClimateMayors

#ClimateMayors leading
the way on the road to the
UN climate talks #COP21 in
Paris
https://t.co/TLWt3Xcn4o
2 years ago



@ClimateMayors

#ClimateMayors know
climate action pays Great
piece @MikeBloomberg
Hou Mayor @AnniseParker
& Rio Mayor
@EduardoPaes_
https://t.co/6wHxSTdPMc
2 years ago



@ClimateMayors

RT @LAMayorsOffice: #climatechange isn't a

Climate action is also an investment in our economy and job creation — electric vehicles, solar power, energy efficiency and battery storage are all avenues to restoring our nation's manufacturing base and create good, middle class jobs. Recently, thirty MNCAA cities demonstrated how we can accelerate markets and drive economic growth by issuing a formal Request for Information for the potential acquisition of nearly 115,000 electric vehicles for our municipal fleets.

The private sector recognizes the opportunities of climate action as well. Goldman Sachs is committing \$150 billion to clean energy capital. Companies like Microsoft, Wal-Mart, and Google are some of the largest purchasers of solar and renewable energy. Today, one in fifty American jobs is now in the solar sector, surpassing employment in oil, gas, and coal extraction combined. Texas is once again experiencing an energy boom — this time, with wind power. In fact, the majority of wind jobs in the U.S. are in congressional districts that voted for you.

As the "Climate Mayors," we wrote to you during your transition asking that you work with cities on climate action - the nation's first responders and economic hubs - and to embrace the Paris Climate Agreement commitment. Instead, we fear your Administration's recent actions and today's executive order will undermine America's leadership on climate action, if not take us backwards.

We urge you to change course, and to join us. In the meantime, America's cities will continue to lead the way in moving forward in protecting our residents from the disastrous effects of climate change, and creating a thriving 21st century economy.

political issue - it's a reality for cities. #ClimateMayors http://t.co/HOckvWiyyp http://t.co/5I5VkIDSuL 2 years ago



@ClimateMayors

#ClimateMayors: we
needed DC to act on
#ClimateChange and
@POTUS answered our call
today
http://t.co/GVBV1Nh46X
2 years ago



@ClimateMayors

Proud that #ClimateMayors were in the Vatican to help urge #COP21 to real action. http://t.co/qHtygHUHd9 2 years ago



@ClimateMayors

See if your city is in the top
25 affected by
#ClimateChange. It's why
#ClimateMayors demand
bold action at #COP21
http://t.co/tRHC6M1180
2 years ago



@ClimateMayors

Ann Arbor Mayor Christopher Taylor is Sincerely,

Mayor Eric Garcetti City of Los Angeles, CA

Mayor Ed Murray City of Seattle, WA

Mayor Lioneld Jordan City of Fayetteville, AR

Mayor Kasim Reed City of Atlanta, GA

Mayor Martin J Walsh City of Boston, MA

Mayor Rahm Emanuel City of Chicago, IL

Mayor Sylvester Turner City of Houston, TX

Mayor Bill de Blasio New York City, NY

Mayor Jim Kenney City of Philadelphia, PA

Mayor Ed Lee City of San Francisco, CA

Mayor Sam Liccardo City of San Jose, CA

Mayor Muriel Bowser

stepping up against climate change. Will your Mayor? #ClimateMayors #AnnArbor http://t.co/gDGOJgsjGB 2 years ago



@ClimateMayors

Welcome Mayor Skadron!
While Congress debates
"policy," Mayors take action
Tell your Mayor to join us!
http://t.co/P9oLJiTVpF
#ClimateMayors
2 years ago



@ClimateMayors

Great news from Santa Monica, CA. Make sure your Mayor joins us, too! http://t.co/hVCShgVOM4 #ClimateMayors 2 years ago

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Washington, D.C.

Mayor Esther Manheimer City of Asheville, NC

Mayor Steve Skadron City of Aspen, CO

Mayor Steve Adler City of Austin, TX

Mayor John Hamilton City of Bloomington, IN

Mayor Suzanne Jones City of Boulder, CO

Mayor Miro Weinberger City of Burlington, VT

Mayor Mary Casillas Salas City of Chula Vista, CA

Mayor Stephen K Benjamin City of Columbia, SC

Mayor Michael Hancock City of Denver, CO

Mayor Roy D Buol City of Dubuque, IA

Mayor William V Bell City of Durham, NC

Mayor David Kaptain

City of Elgin, IL

Mayor Lucy Vinis City of Eugene, OR

Mayor Elizabeth Tisdahl City of Evanston, IL

Mayor Madeline Rogero City of Knoxville, TN

Mayor Philip Levine City of Miami Beach, FL

Mayor Tom Barrett City of Milwaukee, WI

Mayor Mark Gamba City of Milwaukie, OR

Mayor Betsy Hodges City of Minneapolis, MN

Mayor John Hollar City of Montpelier, VT

Mayor Dennis Coombs City of Longmont, CO

Mayor Robert Garcia City of Long Beach, CA

Mayor Jon Mitchell
City of New Bedford, MA

Mayor Mitch Landrieu City of New Orleans, LA Mayor Libby Schaaf City of Oakland, CA

Mayor Buddy Dyer City of Orlando, FL

Mayor Greg Scharff City of Palo Alto, CA

Mayor Jack Thomas Park City, UT

Mayor Bill Peduto City of Pittsburgh, PA

Mayor Ted Wheeler City of Portland, OR

Mayor Liz Lempert

Municipality of Princeton, NJ

Mayor Jorge Elorza City of Providence, RI

Mayor Alan Galbraith City of Saint Helena, CA

Mayor Jackie Biskupski Salt Lake City, UT

Mayor Pauline Russo Cutter City of San Leandro, CA

Mayor Ted Winterer City of Santa Monica, CA Mayor Joe Curtatone City of Somerville, MA

Mayor Glenn Hendricks City of Sunnyvale, CA

Mayor Marilyn Strickland City of Tacoma, WA

Mayor Jonathan Rothschild City of Tucson, AZ

Mayor Jeri Muoio City of West Palm Beach, FL

Mayor Christopher Cabaldon City of West Sacramento, CA

Mayor Allen Joines City of Winston Salem, NC

Mayor Kathy Sheehan City of Albany, NY

Updated signatories as of 2pm PT on May 31, 2017

If you would like to sign this open letter, or require further information about #ClimateMayors (the MNCAA) and its activities please email info@climate-mayors.org



Page 238 of 275



Patricia Espinosa Executive Secretary UNFCCC Secretariat P.O. Box 260124 D-53153 Bonn, Germany

Dear Executive Secretary,

We wish to congratulate the United Nations Framework Convention on Climate Change on securing international consensus on tackling climate change last year and look forward to the timely ratification of the Paris Agreement expected later this year. As the Paris Agreement enters into force, the stated ambition of holding the increase in global average temperature to "well below 2 degrees" sends a clear message to political leaders, business leaders and investors.

The accelerated development and deployment of carbon capture and storage (CCS) technologies, which by definition includes carbon capture, utilization, and storage technologies, is critical to meeting climate targets. CCS technologies are unique in making deep cuts in emissions from fossil fuel power production and also from industrial processes like cement, steel, iron, aluminium, chemicals and paper and pulp where there simply is no alternative for deep decarbonisation. When used with bioenergy, capture technologies represent a significant negative carbon pathway.

We are greatly encouraged by progress made to date globally in the research, development, demonstration and deployment of CCS, and we believe that we have the opportunity to support wide-scale deployment of CCS with strong global commitments and supportive government policies. The Carbon Sequestration Leadership Forum (CSLF), a ministerial-level international climate change initiative that is focused on the development of improved cost-effective technologies for CCS, was created for that purpose. The CSLF has 26 members representing approximately 60 percent of the world's population on six continents and over 80 percent of the world's total anthropogenic carbon dioxide emissions. The CSLF is well-positioned to help accelerate large scale CCS projects around the world needed to deliver the ambition contained within the Paris Agreement, at lowest cost to the global economy. In November last year, the United States and the Kingdom of Saudi Arabia co-chaired a CSLF Ministerial meeting in Riyadh, Saudi Arabia, and we are pleased to share with you for your consideration the Communiqué resulting from that Ministerial.

It is clear that many countries will need CCS as a critical technology pathway to deliver national climate targets beyond 2030, and this requires immediate action. We urge the UN to continue to acknowledge the importance of CCS as a low-carbon technology that can address the enormous risk climate change poses to our planet and our economy.

Signed,

Ernest J. Moniz Secretary of Energy United States of America Khalid A. Al Falih Minister of Energy, Industry, and Mineral Resources Kingdom of Saudi Arabia

2

Enclosure



Open letter to the international community and parties to the Paris Agreement from U.S. state, local, and business leaders

We, the undersigned mayors, governors, college and university leaders, businesses, and investors are joining forces for the first time to declare that we will continue to support climate action to meet the Paris Agreement.

In December 2015 in Paris, world leaders signed the first global commitment to fight climate change. The landmark agreement succeeded where past attempts failed because it allowed each country to set its own emission reduction targets and adopt its own strategies for reaching them. In addition, nations - inspired by the actions of local and regional governments, along with businesses - came to recognize that fighting climate change brings significant economic and public health benefits.

The Trump administration's announcement undermines a key pillar in the fight against climate change and damages the world's ability to avoid the most dangerous and costly effects of climate change. Importantly, it is also out of step with what is happening in the United States.

In the U.S., it is local and state governments, along with businesses, that are primarily responsible for the dramatic decrease in greenhouse gas emissions in recent years. Actions by each group will multiply and accelerate in the years ahead, no matter what policies Washington may adopt.

In the absence of leadership from Washington, states, cities, colleges and universities, businesses and investors, representing a sizeable percentage of the U.S. economy will pursue ambitious climate goals, working together to take forceful action and to ensure that the U.S. remains a global leader in reducing emissions.

It is imperative that the world know that in the U.S., the actors that will provide the leadership necessary to meet our Paris commitment are found in city halls, state capitals, colleges and universities, investors and businesses. Together, we will remain actively engaged with the international community as part of the global effort to hold warming to well below 2°C and to accelerate the transition to a clean energy economy that will benefit our security, prosperity, and health.

Jump to section: Cities and Counties | States | Higher Education | Businesses and Investors

Click here to read full press release.

Companies, investors, mayors and governors wishing to add their name to the statement can do so by registering <u>here</u>. Colleges and universities wishing to add their name can do so by registering <u>here</u>.

CITIES AND COUNTIES

Eric Garcetti, Mayor of Los Angeles, CA Bill De Blasio, Mayor of New York City, NY Kasim Reed, Mayor of Atlanta, GA Kirk Caldwell, Mayor of Honolulu, HI Martin J. Walsh, Mayor of Boston, MA Sylvester Turner, Mayor of Houston, TX Jackie Biskupski, Mayor of Salt Lake City, UT Roy D. Buol, Mayor of Dubuque, IA Steve Benjamin, Mayor of Columbia, SC Chris Coleman, Mayor of Saint Paul, MN Lioneld Jordan, Mayor of Fayetteville, AR Mark Stodola, Mayor of Little Rock, AR Shirley Washington, Mayor of Pine Bluff, AR Greg Stanton, Mayor of Phoenix, AZ Mark Mitchell, Mayor of Tempe, AZ Jonathan Rothschild, Mayor of Tucson, AZ Trish Herrera Spencer, Mayor of Alameda, CA Susan Ornelas, Mayor of Arcata, CA Jesse Arreguin, Mayor of Berkeley, CA Lori Liu, Mayor of Brisbane, CA Chris Canning, Mayor of Calistoga, CA Mary Casillas Salas, Mayor of Chula Vista, CA Steve Bennett, Supervisor of County of Ventura, CA Jeffrey Cooper, Mayor of Culver City, CA Savita Vaidhyanathan, Mayor of Cupertino, CA Scott Donahue, Mayor of Emeryville, CA Catherine Blakespear, Mayor of Encinitas, CA

Kim Driscoll, Mayor of Salem, MA Joe Curtatone, Mayor of Somerville, MA Catherine E. Pugh, Mayor of Baltimore, MD Kevin Kamenetz, County Executive, Baltimore County, MD Patrick Wojahn, Mayor of College Park, MD Jud Ashman, Mayor of Gaithersburg, MD Peter Benjamin, Mayor of Garrett Park, MD Craig A. Moe, Mayor of Laurel, MD Isiah (Ike) Leggett, Executive of Montgomery County, MD Bennard Cann, Mayor of Morningside, MD Malinda Miles, Mayor of Mount Rainier, MD Rushern L. Baker, County Executive, Prince George's County, MD Bridget Donnell Newton, Mayor of Rockville, MD Kate Stewart, Mayor of Takoma Park, MD Joli McCathran, Mayor of Washington Grove, MD Christopher Taylor, Mayor of Ann Arbor, MI Brenda Hess, Mayor of Buchanan, MI Mark Meadows, Mayor of East Lansing, MI Rosalynn Bliss, Mayor of Grand Rapids, MI Steve Maas, Mayor of Grandville, MI Emily Larson, Mayor of Duluth, MN Nancy Tyra-Lukens, Mayor of Eden Prairie, MN Betsy Hodges, Mayor of Minneapolis, MN

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AGENDA REPORT

City Councilmembers To:

From: Mayor Sylvia Ballin

Date: August 7, 2017

Subject: Consideration to Redistribute Independent Cities Finance Authority's Community

Outreach Program Funds for a Veterans Recognition Event and Education

Commission Scholarships

RECOMMENDATION:

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

BACKGROUND:

- 1. On July 1st of every year, the Independent Cities Finance Authority (ICFA) provides an annual Fiscal Year (FY) allocation of \$7,500 to eligible Board Members (i.e., those that have attended at least two-thirds of the prior year's ICFA meetings). Through the ICFA's Community Outreach Program, eligible Board Members may contribute all, or part, of their annual allocation to one or more charitable organization in their community. As Board Member (i.e., City liaison appointed to the ICFA), I have made recommendations to City Council regarding the use of these monies for specific purposes.
- 2. On June 6, 2016, the City Council approved my recommendation for the following ICFA disbursements:
 - a. \$7,500 (FY 2014-2015) distributed to the Education Commission for programs within the community (i.e., scholarships); and
 - b. \$7,500 (FY 2015-2016) distributed to Recreation and Community Services (RCS), for a special needs program to be developed by RCS.
- 3. On August 10, 2016, the City received \$7,500 (FY 2014-2015) for the Education Commission and the allocation was used towards the 2nd Annual Scholarship Awards Program.
- 4. On April 7, 2017, RCS Director Ismael Aguila resigned from the City, and the FY 2015-2016 allocation of \$7,500 was neither requested nor used.

117 MACNEIL STREET, SAN FERNANDO, CA 91340 **REVIEW:**

Consideration to Redistribute Independent Cities Finance Authority's Community Outreach Program Funds for a Veterans Recognition Event and Education Commission Scholarships
Page 2 of 2

ANALYSIS:

I am recommending that the FY 2015-2016 ICFA allocation of \$7,500 be redistributed in the following manner: \$3,500 for a veteran's recognition event in the City and \$4,000 towards scholarships for the Education Commission 3rd Annual Scholarship Awards Program.

BUDGET IMPACT:

Funding will be provided by ICFA and funds will be distributed based on Council direction.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Robert Gonzales

Date: August 7, 2017

Subject: Consideration to Approve a Letter of Opposition to Southern California Edison's

2018 General Rate Increase Being Proposed to the Public Utilities Commission

RECOMMENDATION:

It is recommended that the City Council approve a letter of opposition (Attachment "A") to Southern California Edison's 2018 General Rate Increase being proposed to the California Public Utilities Commission (CPUC).

BACKGROUND:

- 1. According to a Manhattan Institute study from 2015, Southern California Edison's unadjusted rates increased 80 percent from 2004 to 2014.
- 2. Southern California Edison is proposing a rate increase of approximately 13 percent as part of its 2018 General Rate Case proposal to the CPUC.
- 3. According to the Daily News¹, if approved by the CPUC, residential customers who use an average 600 kilowatt-hours per month would expect to pay an extra \$3.75 per month in 2018; an additional \$5.65 per month in 2019; and an additional \$7.29 per month in 2020.

ANALYSIS:

I have requested staff to place this item on the agenda for City Council discussion and direction.

ADMINISTRATION DEPARTMENT

□ City Manager

 $^{{}^{1}\}underline{\text{http://www.dailynews.com/business/20170510/socal-edison-wants-to-raise-electric-rates-and-you-can-tell-them-what-you-think;} Published 5/10/2017$

Consideration of a Letter of Opposition to Southern California Edison's 2018 General Rate Increase Being Proposed to the Public Utilities Commission

Page 2 of 2

BUDGET IMPACT:

There is no budget impact associated with sending a letter of opposition to the CPUC regarding the proposed rate increase. However, there could be a significant impact to the City's electricity rates if the proposed rate increase is approved by the Public Utilities Commission.

ATTACHMENTS:

A. Proposed Letter



CITY COUNCIL

August 7, 2017

MAYOR Sylvia Ballin

Vice Mayor Antonio Lopez

Councilmember Joel Fajardo

COUNCILMEMBER
ROBERT C. GONZALES

COUNCILMEMBER
JAIME SOTO

San Francisco, CA 94102

Mr. Michael Picker, President California Public Utilities Commission 505 Van Ness Avenue

RE: OPPOSITION to Proposed SCE Rate Increase

Dear Mr. Picker:

I am writing on behalf of the City Council to express the City of San Fernando's opposition to Southern California Edison's 2018 general rate increase of almost 13 percent being proposed to the Public Utilities Commission.

According to a Manhattan Institute study in 2015, Southern California Edison's unadjusted rates increased 80 percent from 2004 to 2014. The national rate of inflation during that same time period was 12 percent. Meanwhile, high-ranking Southern California Edison executives continue to earn millions of dollars in compensation and stock value for shareholders has doubled. None of those earnings have been returned to ratepayers in the form of reduced rates.

Residents in the City of San Fernando are working class Californians dealing with ever increasing housing costs. Increasing electricity rates again will continue to increase the housing burden as a percentage of income and may cause at-risk individuals and families to lose their homes.

Furthermore, my City government is also a customer and ratepayer. If approved, the City may have to divert more than \$20,000 per year of taxpayer money away from essential City services such as public safety, infrastructure maintenance, and recreation programs to pay for the increased electric utility costs.

Please reject this latest attempt by Southern California Edison to further burden our residents with another rate increase.

Sincerely,

OFFICE OF THE CITY COUNCIL

117 Macneil Street San Fernando California 91340

Sylvia Ballin Mayor

(818) 898-1201

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To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Jaime Soto

Date: August 7, 2017

Subject: Discussion Regarding Reinstitution of the City Administrator Position and

Absolving the City Manager Form of Government

RECOMMENDATION:

No desired action, or additional information, was provided by Councilmember Soto.

BUDGET IMPACT:

To be determined based on City Council direction.



To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Jaime Soto

Date: August 7, 2017

Subject: Request for an Update Pertaining to Sewer System Repairs to Seventh Street,

Fourth Street, and Hubbard Avenue

RECOMMENDATION:

No desired action, or additional information, was provided by Councilmember Soto.

BUDGET IMPACT:

To be determined based on City Council direction.



To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Jaime Soto

Date: August 7, 2017

Subject: Request for Update Regarding the Motorbike Officer Program

RECOMMENDATION:

No desired action, or additional information, was provided by Councilmember Soto.

BUDGET IMPACT:

To be determined based on City Council direction.



To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Jaime Soto

Date: August 7, 2017

Subject: Request to Postpone Salary Increases for City Council and Department Heads

Until Permanent Executive Positions are Filled

RECOMMENDATION:

No desired action, or additional information, was provided by Councilmember Soto.

BUDGET IMPACT:

To be determined based on City Council direction.



To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Jaime Soto

Date: August 7, 2017

Subject: Discussion Regarding Elected Officials' and City Staff's Participation in the San

Fernando Police Department National Night Out Event

RECOMMENDATION:

No desired action, or additional information, was provided by Councilmember Soto.

BUDGET IMPACT:

To be determined based on City Council direction.



To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Jaime Soto

Date: August 7, 2017

Subject: Request for an Update Pertaining to Homeless Activity in the City and Police

Response Times

RECOMMENDATION:

No desired action, or additional information, was provided by Councilmember Soto.

BUDGET IMPACT:

To be determined based on City Council direction.

REVIEW: