THE CITY OF SAN FERNANDO

San Fernando City Council

Regular Meeting Notice and Agenda

September 18, 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 City Manager Alexander P. Meyerhoff

APPROVAL OF AGENDA

PRESENTATIONS

a) NATIONAL POW/MIA RECOGNITION DAY – SEPTEMBER 15
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 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) AUGUST 21, 2017 – REGULAR MEETING
b) AUGUST 21, 2017 – SPECIAL MEETING
c) SEPTEMBER 5, 2017 – REGULAR MEETING

2) CONSIDERATION TO ADOPT RESOLUTION NOS. 17-091 AND 17-092 APPROVING THE WARRANT REGISTERS OF SEPTEMBER 5, 2017 AND SEPTEMBER 18, 2017, RESPECTIVELY

Recommend that the City Council:

a. Adopt Resolution No. 17-091 approving the Warrant Register dated September 5, 2017; and

b. Adopt Resolution No. 17-092 approving the Warrant Register dated September 18, 2017.

3) UPDATE REGARDING THE LIVING WAGE ORDINANCE

Recommend that the City Council receive and file the report.

4) CONSIDERATION TO APPROVE AMENDMENTS TO CONTRACTS WITH JWA URBAN CONSULTANTS, INC. AND EVAN BROOKS ASSOCIATES, INC. TO PROVIDE COMMUNITY DEVELOPMENT SERVICES

Recommend that the City Council:

a. Approve an increase to Contract No. 1866 with JWA Urban Consultants, Inc. by $50,000 for a total amount not-to-exceed $75,000;

b. Approve an increase to Contract 1802 (7 of 16) with Evan Brooks Associates, Inc. by $40,000 for a total amount not-to-exceed $125,000; and

c. Authorize the City Manager to execute all related documents.

5) CONSIDERATION TO ACCEPT A DONATION FOR THE PURCHASE OF A BULLET PROOF VEST FOR THE POLICE CANINE

Recommend that the City Council:

a. Accept the donation from the Judy Guth 2016 Trust in the amount of $3,000 for the purchase of a bullet proof vest for the Police Canine; and

b. Authorize the City Manager, or designee, to execute all related documents.

6) CONSIDERATION TO ACCEPT AND APPROPRIATE THE NATIONAL ENDOWMENT FOR THE ARTS GRANT AWARD TO SUPPORT THE CITY OF SAN FERNANDO MARIACHI MASTER APPRENTICE PROGRAM

Recommend that the City Council:

a. Accept the National Endowment for the Arts Council Grant of $57,000 to support the City's Mariachi Master Apprentice Program through September 30, 2018; and

b. Adopt Resolution No. 7818 to increase the revenue and expenditures of Fiscal Year 2017-2018 Fund 109 budget by $57,000.

7) CONSIDERATION TO ADOPT RESOLUTIONS REVISING JOB SPECIFICATIONS FOR CERTAIN MANAGEMENT POSITIONS AND AMENDING THE SALARY PLAN AND THE TABLE OF ORGANIZATION

Recommend that the City Council:

a. Adopt Resolution No. 7815 revising the job specifications for the City Manager, Director of Community Development, Director of Finance, Director of Public Works/City Engineer, and Director of Recreation and Community Services;

b. Adopt Resolution No. 7816 amending the salary plan to reflect the correct job titles and pay;

c. Adopt Resolution No. 7817 amending the table of organization to reflect the correct job titles; and

d. Authorize the City Manager to initiate the recruitment process for Director of Community Development, Director of Public Works/City Engineer, and Director of Recreation & Community Services, and make non-substantive edits and execute all related documents as necessary.

8) CONSIDERATION TO APPROVE A MAINTENANCE AGREEMENT BETWEEN THE CITY AND E.B.F. FOWLER FAMILY, LLC FOR REAL PROPERTY LOCATED AT 800 TRUMAN STREET

Recommend that the City Council:

a. Approve a Maintenance Agreement (Contract No. 1865) instituting a $1,000 per month parking maintenance agreement with E.B.F. Fowler Family, LLC for real property located at 800 Truman Street; and

b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

9) CONSIDERATION TO APPROVE CONTRACT WITH DAVID EVANS AND ASSOCIATES FOR DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL CYCLE 1 PROJECT

Recommend that the City Council:

a. Award a Professional Services Agreement (Contract No. 1667) to David Evans and Associates, Inc., for design services in an amount not-to-exceed $163,455;

b. Authorize the City Manager to execute contract and all related documents; and

c. Adopt Resolution No. 7819 amending the Fiscal Year 2017-2018 budget to appropriate $994,124 from Safe Routes to School Cycle 1 Grant, $185,369 for local match, $176,934 for 15% construction contingency and $163,455 for design services totaling an amount not-to-exceed $1,519,882.

10) CONSIDERATION TO APPROVE CONTRACT WITH DAVID EVANS AND ASSOCIATES FOR DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL CYCLE 2 PROJECT

Recommend that the City Council:

a. Award a Professional Services Contract (Contract No. 1668) to David Evans and Associates, Inc., for design service in an amount not-to-exceed $143,730;

b. Authorize the City Manager to execute contract and all related documents; and

c. Adopt Resolution No. 7820 amending the Fiscal Year 2017-2018 budget to appropriate $999,850 from Safe Routes to School Cycle 2 Grant, $276,260 for local match, $191,417 for 15% construction contingency and $143,730 for design services totaling an amount not-to-exceed $1,611,257.

11) CONSIDERATION TAKE A POSITION TO OPPOSE SENATE BILL 649 (HUESO) RELATED TO WIRELESS TELECOMMUNICATIONS FACILITIES

Recommend that the City Council:

a. Approve a letter opposing Senate Bill 649 (Hueso) that would reduce local control over wireless telecommunications facilities placed in the public right of way;

b. Authorize the City Manager to make additional edits to the letter, as appropriate; and

c. Authorize the Mayor to sign the letter on behalf of the City Council.

12) CONSIDERATION TO APPROVE A CO-SPONSORSHIP AND USE OF THE CITY SEAL FOR A HOMELESS CONNECT DAY EVENT ON NOVEMBER 16, 2017

Recommend that the City Council:

a. Approve co-sponsorship of a Homeless Connect Day event to be held at Recreation Park in San Fernando with the County of Los Angeles and State of California; and

b. Approve the use of the City seal on print material pursuant to City Council Resolution No. 6904.

PUBLIC HEARING

13) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE TO EXPRESSLY PROHIBIT ALL MEDICINAL AND ADULT-USE COMMERCIAL CANNABIS ACTIVITIES THROUGHOUT THE CITY OF SAN FERNANDO, EXCLUDING MEDICINAL-ONLY CANNABIS DELIVERIES ORIGINATING FROM QUALIFIED LICENSED RETAILERS LOCATED OUTSIDE OF THE CITY

Recommend that the City Council:

a. Conduct a Public Hearing; and

b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. 1669 by title, "An Urgency Ordinance of the City Council of the City of San Fernando, California, Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit All Medicinal and Adult-Use Commercial Cannabis Activities Throughout the City, Excluding Medicinal-Only Cannabis Deliveries Originating from Qualified Licensed Retailers Located Outside of the City's Boundaries, and Declaring the Urgency Thereof, in Accordance with Government Code Sections 36934 and 36937." This Ordinance is introduced pursuant to Government Code Sections 36934 and 36937 and requires a four-fifths (4/5ths) vote for adoption.

ADMINISTRATIVE REPORTS

14) DISCUSSION REGARDING THE SAN FERNANDO GREEN STREETS - CALLES VERDES PROJECT

Recommend that the City Council receive a presentation from TreePeople regarding the San Fernando Calles Verdes Project and provide direction, as appropriate.

15) PRESENTATION OF MEASURE "A" ANNUAL REPORT

Recommend that the City Council receive and file the 2017 Annual Report on the collection, management, and expenditure of Measure "A" as required by the City Code.

16) CONSIDERATION TO ADOPT A RESOLUTION DENOUNCING THE TRUMP ADMINISTRATION'S DECISION TO RESCIND THE DEFERRED ACTION FOR CHILDHOOD ARRIVALS (DACA) PROGRAM

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

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: September 14, 2017 (3:00 p.m.)

This Page Intentionally Left Blank

Regular Meeting
San Fernando City Council

This Page Intentionally Left Blank

1a

This Page Intentionally Left Blank

SAN FERNANDO CITY COUNCIL
MINUTES

AUGUST 21, 2017 – 6:00 P.M.
REGULAR MEETING

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

CALL TO ORDER/ROLL CALL

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

Present:

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

PLEDGE OF ALLEGIANCE

Led by Cultural Arts Supervisor Virginia Diediker

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales to approve the agenda and close the meeting in memory of Heather Heyer. By consensus, the motion carried.

DECORUM AND ORDER

Assistant City Attorney Padilla provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Dee Akemon said that name calling and shouting at meetings is counterproductive and everyone should be able to speak in an orderly manner and a little decorum would be very welcome.

Michelle Guijaro thanked the Council for approving the Police Chief's salary increase, said that the Public Works crews are staying on top of sewer system repairs and tree trimming and said that the City is moving in the right direction.

Ricardo Benitez talked about a letter that was submitted at the last meeting that mentioned his name and he spoke about the community work done by former Assemblymember Patty Lopez.

Charles Leone, SEIU Local 721, hopes they can work with the new City Manager for the betterment of the City, said that the world we live of abundance and there's enough to go around for everyone, and talked about upcoming contract negotiations.

Lee Milligan talked about the need for proper care and maintenance of the City's streets and sidewalks, said there are many overlapping businesses (i.e., bridal shops, furniture stores, etc.) and there is a need for improvements to the downtown mall.

Renee Milligan also talked about sidewalks, trees, lack of parking enforcement, infrastructure improvements and weed abatement issues, and said that the Police Department has been quick to reply.

Robert Ortega talked about his displeasure with Councilmember Soto.

Myriam Flores said she's concerned about a neighbor who she believes is a sex offender and keeps trespassing into her backyard. She said that she's written letters to the Police Department about her concerns.

Paul Luna said he's a little confused and concerned about comments made by speaker Ricardo Benitez regarding the settlement against the City and again wanted to set the record straight about his letter that was read during public comments at the last meeting.

Benita Rivera talked about recent incidences (including a murder) at Las Palmas Park, said the Police Department needs to pay more attention, is concerned about the lack of maintenance at the park, and she said there've been accidents due to drivers using the parking lot as a two-way street.

Marcela Rodriguez said that her neighbor has been constructing a garage next to her kids' room, talked about the need for sidewalk repair, and said that portions of Maclay and Brand streets do not comply with handicap laws.

Michel Remenih said he's not seen a better example of the community coming together than the National Night Out event and reminded everyone to attend the City's Neighborhood Watch Program to voice their concerns.

Mary Mendoza asked that Council vote against changing the election date and expressed her dissatisfaction with Closed Session items held in the middle of City Council meetings (it's an inconvenience for the public to have to wait for Council to reconvene and violates the spirit of open government).

CITY COUNCIL - LIAISON UPDATES

Interim Community Development Director Jack Wong invited everyone to the upcoming workshop regarding the City's Transit Oriented Development (TOD) Overlay Zone Corridors Specific Plan Amendment at Las Palmas Park.

Councilmember Gonzales gave an update regarding Metro Service Council activities.

CONSENT CALENDAR

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

1) REQUEST TO APPROVE THE MINUTES OF:

   a) MARCH 7, 2016 – REGULAR MEETING
   b) AUGUST 4, 2017 – SPECIAL MEETING
   c) AUGUST 5, 2017 – SPECIAL MEETING
   d) AUGUST 7, 2017 – SPECIAL MEETING
   e) AUGUST 7, 2017 – REGULAR MEETING
   f) AUGUST 11, 2017 – SPECIAL MEETING

2) CONSIDERATION TO ADOPT RESOLUTION NO. 17-082 APPROVING THE WARRANT REGISTER

3) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR THE ALEXANDER STREET IMPROVEMENTS BETWEEN FIRST STREET AND LIBRARY STREET, CDBG PROJECT NO. 601819-16 JOB NO. 7596, PLAN NO. P-723

4) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH RELIABLE FENCE TO INSTALL TWO FEET OF WROUGHT IRON FENCING ON TOP OF EXISTING WALL AT POLICE DEPARTMENT

5) CONSIDERATION TO APPROVE THE PURCHASE OF TWO 2017 FORD POLICE INTERCEPTOR UTILITY VEHICLES

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

The following two items were moved up on the agenda.

7) CONSIDERATION TO APPROVE SITE FOR 2018 OPEN STREETS GRANT

Interim City Manager Nick Kimball presented the staff report. Both he and Christina Cardenas, Evan Brooks Associates, replied to various questions from Councilmembers.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve staff's recommendation and the site for the March 31, 2018 Metro Open Streets Event. By consensus, the motion carried.

14) CONSIDERATION TO APPOINT A CITY MANAGER AND APPROVAL OF RELATED EMPLOYMENT AGREEMENT

Interim City Manager Nick Kimball presented the staff report.

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to:

a. Appoint Alexander P. Meyerhoff as the City Manager;
b. Approve a five-year Employment Agreement (Contract No. 1864) with Mr. Meyerhoff; and
c. Authorize the Mayor to execute the Agreement.

By consensus, the motion carried.

6) CONSIDERATION TO ADOPT AN ORDINANCE TO MOVE THE DATE OF GENERAL MUNICIPAL ELECTIONS FROM MARCH OF ODD-NUMBERED YEARS TO NOVEMBER OF EVEN-NUMBERED YEARS BEGINNING NOVEMBER 6, 2018 AND TO ADOPT A RESOLUTION AMENDING THE CITY BUDGET TO APPROPRIATE FUNDING FOR THE COST OF ISSUING A NOTICE TO CITY VOTERS REGARDING THE ELECTION DATE CHANGE

City Clerk Chávez presented the staff report.

Motion by Councilmember Gonzales, seconded by Vice Mayor Lopez, to:

a. Adopt, by title only and waive full reading, Ordinance No. 1668, "An Ordinance of the City Council of the City of San Fernando, California, 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"; and

b. Adopt Resolution No. 7809 amending the Fiscal Year 2017-2018 adopted budget to appropriate $7,000 for the cost of preparing and issuing a bilingual notice regarding the election date change to City voters.

The motion carried with the following vote:

AYES:	Gonzales, Lopez, Ballin – 3
NOES:	Fajardo, Soto – 2
ABSENT:	None

8) CRIME STATISTICS UPDATE

9) DISCUSSION ON THE IMPACTS OF ASSEMBLY BILL 109, PROPOSITION 47 AND PROPOSITION 57 AND CONSIDERATION TO SUPPORT THE *TAKE BACK OUR COMMUNITY* EFFORT

Police Chief Anthony Vairo presented Item No's 8 and 9 simultaneously. Both he and Interim City Manager Kimball replied to various questions from Councilmembers.

Interim City Manager Kimball reported that these items are for informational purposes only (no Council action is required) and staff will provide another update in the next few months.

10) CONSIDERATION TO DETERMINE A CITY POSITION ON THE 2017 LEAGUE OF CALIFORNIA CITIES RESOLUTIONS

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

Discussion ensued amongst Councilmembers.

Motion by Councilmember Soto, seconded by Vice Mayor Lopez, that staff report back with an item pertaining to enhancing public safety (police and fire) and invite City of Los Angeles Fire Department to make a presentation. By consensus, the motion carried.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to allow Vice Mayor Lopez to continue to study issues and as the City's Voting Delegate, "vote his conscience" regarding the City's position on each resolution. By consensus, the motion carried.

11) CONSIDERATION TO ACCEPT AND APPROPRIATE GRANT FUNDS AWARDED BY THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE SAN FERNANDO REGIONAL PARK PROJECT – PLANNING PHASE

Public Works Management Analyst Kenneth Jones presented the staff report and a brief discussion ensued amongst Councilmembers.

Joe Bellomo, Willdan Group Inc., replied to various questions from Councilmembers.

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

a. Adopt Resolution No. 7812, accepting funds in the amount of $425,000 awarded to the City by the State Department of Water Resources (State) for the San Fernando Regional Park Project – Design Phase; and

b. Authorize the Interim City Manager, or designee, to negotiate and execute a Grant Agreement with the State (Contract No. 1862) and if necessary, make non-substantial changes to agreement language; and

c. Authorize the Interim City Manager, or designee, to negotiate and execute a Cooperative Agreement (Agreement No. 1863) and make non-substantial changes to agreement language, with the City of Los Angeles Department of Water and Power, for the contribution of matching funds under the grant program based on a shared interest in recharging the Upper Los Angeles River Area groundwater basin; and

d. Adopt Resolution No. 7813 amending the Fiscal Year 2017-2018 adopted budget appropriating the grant expenditures and revenues for the San Fernando Regional Park Project - Design Phase.

By consensus, the motion carried.

12) CONSIDERATION TO SUPPORT SENATE BILL 349 DIALYSIS CAREGIVERS AND DIALYSIS PATIENT SAFETY ACT

Councilmember Fajardo presented the staff report and a brief discussion ensued amongst Councilmembers.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adopt Resolution No. 7814 in support of Senate Bill 349. By consensus, the motion carried.

13) CONSIDERATION TO APPOINT AN AD HOC COMMITTEE TO ORGANIZE A VETERANS' RECOGNITION EVENT IN THE CITY

Mayor Ballin presented the staff report and Councilmembers each provided comments.

Motion by Mayor Ballin, seconded by Councilmember Fajardo, to appoint Councilmembers Gonzales and Soto to an Ad Hoc Committee to organize a veteran's recognition event in the City. By consensus, the motion carried.

DEPARTMENT HEADS - COMMISSION UPDATES

Interim City Manager Kimball also encouraged everyone to attend the upcoming TOD meeting at Las Palmas Park and invited Councilmembers to stop by at their leisure.

Public Works Management Analyst Jones reported that sewer repair work was scheduled at the alley, north of San Fernando Rd. and between Brand Blvd. and Maclay Ave., and that the area would be temporarily closed off.

GENERAL COUNCIL COMMENTS

Councilmember Gonzales said he was pleased with the recruitment process and the final selection of the City Manager that was unanimously approved by the City Council. He's excited that the individual has a lot of experience and that desperately needed staff will be hired soon.

Councilmember Fajardo thanked Interim Finance Director Sonia Gomez-Garcia and Interim City Manager Kimball for their extraordinary work these past nine months. Mr. Kimball accomplished a lot under much stress and the City is very lucky to have him. He said he looks forward to the new City Manager starting and said that the Charlottesville rally was very disheartening.

Councilmember Soto wished new City Manager Alex Meyerhoff the best. He also commended Cultural Arts Supervisor Virginia Diediker, Public Works crews and other staff members for their work and he wished everyone the best.

Vice Mayor Lopez said that appointing Nick Kimball as Interim City Manager was one of the best decisions made by this Council. Mr. Kimball remained unbiased, kept Council well informed, and Vice Mayor Lopez is very appreciative of the work he accomplished.

Mayor Ballin talked about Heather Heyer and Fred Smith and offered condolences to both families.

STAFF COMMUNICATION

Police Chief Vairo reiterated Council comments regarding Nick Kimball and thanked him for the work he's done.

ADJOURNMENT (9:13 P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting in memory of Heather Heyer and Fred "Freak Smith". By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 21, 2017, meeting as approved by the San Fernando City Council.

_____

Elena G. Chávez, CMC
City Clerk

This Page Intentionally Left Blank

1b

This Page Intentionally Left Blank

SAN FERNANDO CITY COUNCIL
MINUTES

AUGUST 21, 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 5:01 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez (arrived at 5:16 p.m.), and Councilmembers Joel Fajardo and Robert C. Gonzales

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

Absent: Councilmember Jaime Soto (notified staff that he was running late)

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (6:10 P.M.)

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

A) PUBLIC AGENCY EMPLOYMENT/APPOINTMENT
G.C. §54957
Title of Position to be Filled: City Manager

B) CONFERENCE WITH LABOR NEGOTIATOR – UNREPRESENTED EMPLOYEE
G.C. §54957.6

Title of Unrepresented Position at Issue: City Manager
City's Designated Negotiators: Gary Phillips, Bob Murray & Associates

C) 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:
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

D) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
G.C. §54957
Title of Employee: City Clerk

RECONVENE/REPORT OUT FROM CLOSED SESSION (6:04 P.M.)

Assistant City Attorney Padilla reported the following:

Items A, B, & D – All members, excluding Vice Mayor Lopez and Councilmember Soto, were present. A general update was provided by no final action was taken.

Item C – All members, excluding Councilmember Soto, were present. A general update and overview was given but no final action was taken.

ADJOURNMENT (6:04 P.M.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 21, 2017, meeting as approved by the San Fernando City Council.

_____
Elena G. Chávez, CMC
City Clerk

1c

This Page Intentionally Left Blank

SAN FERNANDO CITY COUNCIL
MINUTES

SEPTEMBER 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 6:01 p.m.

Present:

Council: Mayor Sylvia Ballin, and Councilmembers Jaime Soto and Joel Fajardo

Staff: Interim City Manager Nick Kimball, Assistant City Attorney Lloyd Pilchen and City Clerk Elena G. Chávez

Absent: Vice Mayor Antonio Lopez and Councilmember Robert C. Gonzales (notified staff they could not attend)

PLEDGE OF ALLEGIANCE

Led by Police Chief Anthony Vairo

APPROVAL OF AGENDA

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

DECORUM AND ORDER

Assistant City Attorney Pilchen provided a brief summary of the rules. Both he and Interim City Manager Kimball replied to questions from Councilmember Soto regarding the Rules of Decorum and Order.

PRESENTATIONS

The following presentations were made:

a) FREEDOM FROM WORKPLACE BULLIES WEEK – OCTOBER 15-21

b) CERTIFICATE OF RECOGNITION – CASSELL'S MUSIC

During the presentations, (approximately 6:16 p.m.) Councilmember Soto left the meeting due to an emergency.

At that point, the meeting was adjourned due to the lack of a quorum and the following agenda items were not discussed:

CONSENT CALENDAR

1) REQUEST TO APPROVE THE MINUTES OF AUGUST 21, 2017 – SPECIAL MEETING

2) CONSIDERATION TO ADOPT RESOLUTION NO. 17-091 APPROVING THE WARRANT REGISTER

3) UPDATE LIVING WAGE ORDINANCE

4) CONSIDERATION TO APPROVE AMENDMENTS TO CONTRACTS WITH JWA URBAN CONSULTANTS, INC. AND EVAN BROOKS ASSOCIATES, INC. TO PROVIDE COMMUNITY DEVELOPMENT SERVICES

5) CONSIDERATION TO ACCEPT A DONATION FOR THE PURCHASE OF A BULLET PROOF VEST FOR THE POLICE CANINE

ADMINISTRATIVE REPORTS

6) DISCUSSION REGARDING THE SAN FERNANDO GREEN STREETS - CALLES VERDES PROJECT

7) REQUEST TO ISSUE A PRESS RELEASE REGARDING THE YOLANDA HARO SETTLEMENT AGREEMENT

ADJOURNMENT (6:16 P.M.)

The meeting was adjourned due to lack of a quorum.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 5, 2017, meeting as approved by the San Fernando City Council.

_____
Elena G. Chávez, CMC
City Clerk

2

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Finance Director

Date: September 18, 2017

Subject: Consideration to Adopt Resolution Nos. 17-091 and 17-092 Approving the Warrant Registers of September 5, 2017 and September 18, 2017, Respectively

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 17-091 (Attachment "A") approving the Warrant Register dated September 5, 2017; and

b. Adopt Resolution No. 17-092 (Attachment "B") approving the Warrant Register dated September 18, 2017.

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.

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

There are two Warrant Registers attached due to the lack of a formal City Council meeting on September 5, 2017. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandum provided to the City Treasurer approving the release of the Warrants are attached to this report (Attachments "C" and "D").

ATTACHMENTS:

A. Resolution No. 17-091
B. Resolution No. 17-092
C. Resolution No. 6212 (August 3, 1992)
D. Memorandum Approving Release of Warrant Register (September 5, 2017)

ATTACHMENT "A"

RESOLUTION NO. 17-091

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-091

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

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

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

PASSED, APPROVED, AND ADOPTED this 18th day of September, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of September, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist **Voucher List** Page: 1
08/30/2017 3:18:41PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207209	9/5/2017	890104 ABBA TERMITE & PEST CONTROL	32710		BEE REMOVAL-REC PARK TREE	
					043-390-0000-4330	95.00
			32944		BEE REMOVAL-1513 8TH (PARKWAY TF	
					001-346-0000-4300	95.00
					Total :	**190.00**
207210	9/5/2017	887847 ADAMSON POLICE PRODUCTS	INV250418		BARRIER TAPE	
				11629	001-222-0000-4300	342.17
			INV250845		FLARES	
				11629	001-222-0000-4300	2,384.18
					Total :	**2,726.35**
207211	9/5/2017	100066 ADS ENVIRONMENTAL SERVICES,INC	22101.22-0717		WASTEWATER FLOW MONITORING-JU	
				11638	072-360-0000-4260	1,555.00
			22206.52-0717		ON CALL MAINTENANCE SERVICES FC	
				11550	072-360-0000-4260	903.00
					Total :	**2,458.00**
207212	9/5/2017	888356 ADVANCED AUTO REPAIR	1144		VEHICLE MAINT-ME4957	
					041-320-0320-4400	104.70
			1145		VEHICLE MAINT-PW6835	
					041-320-0311-4400	158.09
			1146		VEHICLE MAINT-PD4985	
					041-320-0225-4400	56.46
			1148		VEHICLE MAINT-PW6835	
					041-320-0311-4400	1,019.96
					Total :	**1,339.21**
207213	9/5/2017	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0917		DRINKING WATER	
					001-222-0000-4300	101.70
					Total :	**101.70**
207214	9/5/2017	100098 AIRGAS SAFETY	9066552180		SAFETY GLOVES	
					001-311-0000-4300	749.77
					Total :	**749.77**

vchlist **Voucher List** Page: 2
08/30/2017 3:18:41PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207215	9/5/2017	889043 ALADIN JUMPERS	081117		DANCE FLOOR RENTAL-JAM SESSION	
					001-424-0000-4260	600.00
			081417		DANCE FLOOR RENTAL-JAM SESSION	
					001-424-0000-4260	600.00
			081817		RENTAL OF TABLES & CHAIRS-MOVIE I	
					001-424-0000-4260	73.50
			082517		RENTAL OF TABLES & CHAIRS-MOVIE I	
					001-424-0000-4260	73.50
					Total :	**1,347.00**
207216	9/5/2017	891442 ALEX AUTO DETAILING	0451		AUTO DETAILING SERVICES	
					001-222-0000-4320	200.00
					Total :	**200.00**
207217	9/5/2017	891950 ALMANZA, ROBERTO	REIMB.		SENIOR CLUB REIMB OF ITEMS PURCI	
					004-2380	129.90
					Total :	**129.90**
207218	9/5/2017	887270 AMERICAN TRANSPORTATION SYSTEM	104309		TRANSPORTATION-SENIOR PERFORM	
					053-194-9810-4430	500.00
					017-420-1323-4260	316.75
					Total :	**816.75**
207219	9/5/2017	100222 ARROYO BUILDING MATERIALS, INC	194821		SEWER MAINHOLE-LID & RING REPL	
					072-360-0000-4300	179.38
			194872		MATL'S RETURNED	
					072-360-0000-4300	-29.90
					Total :	**149.48**
207220	9/5/2017	102530 AT & T	818-270-2203		PD NETWORK LINE	
					001-222-0000-4220	120.29
					Total :	**120.29**
207221	9/5/2017	889942 ATHENS SERVICES	3627096		STREET SWEEPER SERVICES-JULY 20	
				11639	001-343-0000-4260	2,299.59
				11639	011-311-0000-4260	12,249.71
			3753921		STREET SWEEPER SERVICES-AUG 20	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207221	9/5/2017	889942 ATHENS SERVICES	(Continued)			
				11639	001-343-0000-4260	2,299.59
				11639	011-311-0000-4260	12,249.71
					Total :	**29,098.60**
207222	9/5/2017	892013 BERNSTEIN, DIANA	AUG 2017		ART CLASS INSTRUCTOR	
					017-420-1343-4260	250.00
					Total :	**250.00**
207223	9/5/2017	888800 BUSINESS CARD	081517		LODGING-POST MANDATED FIELD TRA	
					001-225-0000-4360	565.41
			081817		LODGING-TRAFFIC ACCIDENT INVEST	
					001-225-0000-4360	538.20
					Total :	**1,103.61**
207224	9/5/2017	888800 BUSINESS CARD	080917		SPECIAL COUNCIL MEETING DINNER	
					001-101-0000-4300	64.89
			081017		AIRFARE-CAJPA CONF ON 09/12-09/15	
					001-105-0000-4370	172.95
			081017		LODGING DEP--CAJPA CONF ON 09/12-	
					001-105-0000-4370	124.26
			081417		MULTI CARD READER	
					001-105-0000-4300	19.43
			081617		ROLLER CLEANER SHEETS	
					001-106-0000-4300	32.99
			081617		AIRFARE-LEAGUE OF CA. ANNUAL COI	
					001-101-0103-4370	230.46
					Total :	**644.98**
207225	9/5/2017	892464 CANON FINANCIAL SERVICES, INC	17660131		CANON COPIERS LEASE PAYMENT-AU	
				11620	001-135-0000-4260	648.46
					Total :	**648.46**
207226	9/5/2017	892465 CANON SOLUTIONS AMERICA, INC.	4023433740		COPIER MONTHLY RATES & OVERAGE	
				11619	001-135-0000-4260	1,062.72
					Total :	**1,062.72**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207227	9/5/2017	103814 CERVANTES, JORGE	TRAVEL		PER DIEM-LEADERSHIP & ACCOUNTAE	
					001-224-0000-4360	225.00
					Total :	**225.00**
207228	9/5/2017	892636 CHARLES P. CROWLEY COMPANY INC	23904		OIL FOR OSG INJECTION PUMPS	
					070-384-0301-4300	394.39
					Total :	**394.39**
207229	9/5/2017	100731 CITY OF LOS ANGELES	74WP170000142		O&M PORTION OF ASSSC-JULY PYMNT	
				11640	072-365-0629-4600	196,522.00
			74WP170000143		ASSSC CAPITAL PORTION-JULY PYMN	
				11641	072-360-0629-4260	147,704.00
					Total :	**344,226.00**
207230	9/5/2017	101957 CITY OF LOS ANGELES	38SF180000002		FIRE SERVICES (SEPT 2017)	
					001-500-0000-4260	230,441.17
					Total :	**230,441.17**
207231	9/5/2017	103029 CITY OF SAN FERNANDO	17392-17409		REIMBURSEMENT OF WORKERS COM	
					006-1035	1,992.44
					Total :	**1,992.44**
207232	9/5/2017	892480 CLEAN ENERGY	7		CNG FUELING STATION IMPROVEMEN	
				11552	010-310-3661-4600	7,532.00
				11552	010-320-3697-4600	1,883.00
					010-2037	-470.75
					Total :	**8,944.25**
207233	9/5/2017	100735 COASTAL AIR	16330		A/C MAINT-LP PARK	
					043-390-0000-4330	635.00
			16344		A/C MAINT-505 S HUNTINGTON	
					043-390-0000-4330	185.00
			16352		A/C MAINT-120 MACNEIL	
					043-390-0000-4330	565.00
			16362		A/C MAINT-LP PARK	
					043-390-0000-4330	785.00
					Total :	**2,170.00**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207234	9/5/2017	892665 COHEN, LOURDES	2000030.003		SENIOR TRIP REFUND	
					004-2384	135.00
					Total :	**135.00**
207235	9/5/2017	892647 COMMERCIAL PAVING & COATING	1708057		INSTALLATION OF SPEED HUMPS - VIS	
				11632	010-311-0823-4600	14,800.00
					Total :	**14,800.00**
207236	9/5/2017	100805 COOPER HARDWARE INC.	106630		TRAFFIC SIGNAL TEST LIGHTS	
					001-370-0301-4300	24.73
			106733		WASP FOAM SPRAY	
					043-390-0000-4300	22.14
					Total :	**46.87**
207237	9/5/2017	890578 DIAMOND TOURS INC	1363750		ADDT'L PASSENGERS-SENIOR TRIP TC	
					004-2384	3,174.00
					Total :	**3,174.00**
207238	9/5/2017	888951 DOMINGUEZ, WALTER	TRAVEL		PER DIEM-FTO TRAINING ON 08/21-08/	
					001-225-0000-4360	175.00
					Total :	**175.00**
207239	9/5/2017	887518 DURHAM, ALVIN	JULY 2017		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00
					Total :	**50.00**
207240	9/5/2017	889121 EDGESOFT, INC.	2991		SOFTWARE MAINTENANCE AGREEME	
				11646	001-135-0000-4260	17,500.00
					Total :	**17,500.00**
207241	9/5/2017	890879 EUROFINS EATON ANALYTICAL, INC	L0331207		WATER ANALYSIS-F668710	
					070-384-0000-4260	164.00
			L0337683		WATER ANALYSIS-F675983	
					070-384-0000-4260	164.00
			L0338085		WATER ANALYSIS-F660242	
					070-384-0000-4260	900.00
			L0338395		WATER ANALYSIS-F673547 (SOC'S)	
					070-384-0000-4260	3,855.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207241	9/5/2017	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0338398		WATER ANALYSIS-F677252	
					070-384-0000-4260	139.60
			L0338405		WATER ANALYSIS-F677577	
					070-384-0000-4260	139.60
			L0339784		WATER ANALYSIS-F678481	
					070-384-0000-4260	139.60
			L0340036		WATER ANALYSIS-F679281	
					070-384-0000-4260	139.60
			L0340074		WATER ANALYSIS-F678891	
					070-384-0000-4260	139.60
			L0340608		WATER ANALYSIS-F679915	
					070-384-0000-4260	139.60
					Total :	**5,920.60**
207242	9/5/2017	890897 EVAN BROOKS ASSOCIATES, INC	17008-15		PO#11491-TRANSIT ORIENTED DEVEL(	
					001-150-0000-4270	1,300.00
			17008-3		CONTRACT PLANNER SERVICES-JULY	
				11605	001-150-0000-4270	6,870.00
					Total :	**8,170.00**
207243	9/5/2017	890981 FAJARDO, JOEL	TRAVEL		PER DIEM-LEAGUE OF CA. ANNUAL CC	
					001-101-0103-4370	90.00
					Total :	**90.00**
207244	9/5/2017	891622 FARMER BROTHERS	66722708		BREAK ROOM SUPPLIES	
					001-222-0000-4300	143.63
					Total :	**143.63**
207245	9/5/2017	101147 FEDEX	5-902-35308		COURIER SERVICES	
					001-190-0000-4280	53.20
					Total :	**53.20**
207246	9/5/2017	889473 FERREL, MIRIAM	REIMB.		MILEAGE REIMBURSEMENT	
					001-115-0000-4390	92.99
					Total :	**92.99**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207247	9/5/2017	892298 FIDUCIARY EXPERTS LLC	1058		457 PLAN FIDUCIARY SERVS. ADMIN. 8	
				11409	001-190-0000-4270	1,250.00
					Total :	**1,250.00**
207248	9/5/2017	892663 FRESNO CITY COLLEGE	REGISTRATION		RGSTR-FTO TRAINING ON 08/28-09/01	
					001-225-0000-4360	132.00
					Total :	**132.00**
207249	9/5/2017	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191		CITY YARD AUTO DIALER	
					070-384-0000-4220	54.73
			818361-2385-012309		MTA PHONE LINE	
					007-440-0441-4220	108.04
					001-190-0000-4220	54.02
			818-361-2472-031415		PW PHONE LINES	
					070-384-0000-4220	317.70
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM	
					001-420-0000-4220	60.04
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE LINE	
					001-222-0000-4220	52.03
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	308.20
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE	
					001-222-0000-4220	33.03
			818-898-7385-033105		LP FAX NUMBER	
					001-420-0000-4220	37.19
					Total :	**1,024.98**
207250	9/5/2017	891664 GOLDEN TOUCH CLEANING, INC	64225		JULY-JANITORIAL SERVICES CONTRAC	
				11608	043-390-0000-4260	13,345.50
					017-420-1399-4260	795.50
					Total :	**14,141.00**
207251	9/5/2017	101376 GRAINGER, INC.	9504997819		MIRROR FOR NEW GATE-CNG STATIOI	
					010-320-3697-4600	195.12
			9508905156		DIGITAL KEY PAD - 120 MACNEIL BACK	
					043-390-0000-4300	77.35
			9515022839		MATL'S FOR FAUCET REPAIR-REC PAR	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207251	9/5/2017	101376 GRAINGER, INC.	(Continued)			
					043-390-0000-4300	136.78
			9516999928		LOCKER MASTER KEY-501 1ST TRAILE	
					043-390-0000-4300	15.07
			9520216517		GATE KEY PAD BOXES-501 1ST	
					043-390-0000-4300	274.81
					Total :	**699.13**
207252	9/5/2017	102896 GUZMAN, ROSA	TRAVEL		PER DIEM-2017 ANNUAL CONF OF CAC	
					001-152-0000-4370	130.00
					Total :	**130.00**
207253	9/5/2017	891053 HAUPT, THEALE E	JULY 2017		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00
					Total :	**50.00**
207254	9/5/2017	101475 HAZARDOUS WASTE TRANSPORTATION	02-41050		HAZMAT REMOVAL	
					072-360-0000-4260	921.01
					Total :	**921.01**
207255	9/5/2017	888646 HD SUPPLY WATER WORKS, LTD	H472896		EMERGENCY WATER MAIN & SERVICE	
				11628	070-383-0301-4300	437.68
			H519010		EMERGENCY WATER MAIN & SERVICE	
				11628	070-383-0301-4300	209.21
			H520367		EMERGENCY WATER MAIN & SERVICE	
				11628	070-383-0301-4300	421.83
			H527678		EMERGENCY WATER MAIN & SERVICE	
				11628	070-383-0301-4300	713.22
					Total :	**1,781.94**
207256	9/5/2017	888647 HDL SOFTWARE, LLC	0011397-IN		JULY-BUSINESS LICENSE ADMIN SERV	
				11634	001-130-0000-4260	12,901.01
					Total :	**12,901.01**
207257	9/5/2017	101512 HDL, COREN & CONE	0024388-IN		CAFR SERVICES-2016-17 STATS REPO	
					001-130-0000-4260	745.00
					Total :	**745.00**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207258	9/5/2017	890594 HEALTH AND HUMAN RESOURCE	167914		EAP-AUG 2017	
					001-106-0000-4260	235.30
					Total :	**235.30**
207259	9/5/2017	891170 HRDIRECT	INV5350135		RENEWAL-POSTER GUARD COMPL PF	
					001-106-0000-4300	81.93
			INV5350136		RENEWAL-POSTER GUARD COMPL PF	
					001-106-0000-4300	81.93
			INV5350137		RENEWAL-POSTER GUARD COMPL PF	
					001-106-0000-4300	81.93
			INV5350138		RENEWAL-POSTER GUARD COMPL PF	
					001-106-0000-4300	81.93
					Total :	**327.72**
207260	9/5/2017	887740 INDUSTRIAL SHOE COMPANY	I100-1106042		SAFETY SHOES	
					043-390-0000-4310	401.68
					Total :	**401.68**
207261	9/5/2017	101647 INTERSTATE BATTERY	30073031		BATTERIES FOR FLEET	
					041-1215	341.02
					Total :	**341.02**
207262	9/5/2017	891777 IRRIGATION EXPRESS	15091428-00		MATL'S FOR IRRIG REPAIR	
					043-390-0000-4300	27.60
			15092144-00		MATL'S FOR IRRIG REPAIRS	
					043-390-0000-4300	111.77
			15092147-00		MATL'S FOR IRRIG REPAIRS	
					043-390-0000-4300	205.42
			15092249-00		MATL'S IRRIG REPAIRS	
					043-390-0000-4300	3.16
			15092302-00		MAT'LS FOR IRRIG REPAIR	
					043-390-0000-4300	31.51
					Total :	**379.46**
207263	9/5/2017	101688 J & R AUDIO	3558		STAGE & SOUND SYS. RENTAL- AUG 2	
				11630	001-424-0000-4260	3,100.00
					Total :	**3,100.00**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207264	9/5/2017	887952 J. Z. LAWNMOWER SHOP	18912		MATL'S FOR TOOL MAINT	
					001-346-0000-4310	564.34
					Total :	**564.34**
207265	9/5/2017	892614 JWA URBAN CONSULTANTS, INC	SF#2017-2		PROFESSIONAL SERVICE-TEMPORAR'	
				11598	001-150-0000-4270	7,000.00
					Total :	**7,000.00**
207266	9/5/2017	891794 KIMBALL, NICK	TRAVEL		PER DIEM-CAJPA ANNUAL CONF ON	
					001-105-0000-4370	70.00
					Total :	**70.00**
207267	9/5/2017	887323 KINGSBURY UNIFORMS	61755		UNIFORMS	
					001-222-0000-4300	761.79
					Total :	**761.79**
207268	9/5/2017	101990 L.A. COUNTY METROPOLITAN	100908		TAP CARDS-JULY 2017	
					007-440-0441-4260	1,067.00
					Total :	**1,067.00**
207269	9/5/2017	102007 L.A. COUNTY SHERIFFS DEPT.	180150LA		INMATE MEAL PROG-JULY 2017	
					001-225-0000-4350	745.37
					Total :	**745.37**
207270	9/5/2017	101971 L.A. MUNICIPAL SERVICES	494-750-1000		WATER-12900 DRONFIELD	
					070-384-0000-4210	94.20
			500-750-1000		ELECTRIC-13655 FOOTHILL	
					070-384-0000-4210	156.16
			594-750-1000		ELECTRIC-12900 DRONFIELD	
					070-384-0000-4210	6,267.28
			694-750-1000		ELECTRIC - 13180 DRONFIELD	
					070-384-0000-4210	75.46
			757-750-1000		WATER - 14060 SAYRE	
					070-384-0000-4210	120.71
					Total :	**6,713.81**
207271	9/5/2017	101852 LARRY & JOE'S PLUMBING	2019098-0001-02		MATLS FOR DRINKING FOUNTAIN REP.	
					043-390-0000-4300	47.40

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207271	9/5/2017	101852 LARRY & JOE'S PLUMBING	(Continued)			
			2021525-0001-02		SUPPLIES FOR PIPE REPAIR	
					070-383-0301-4300	45.63
					Total :	**93.03**
207272	9/5/2017	892664 LEMUS, MARIA	2000031.003		SENIOR TRIP REFUND	
					004-2383	20.00
					Total :	**20.00**
207273	9/5/2017	101920 LIEBERT CASSIDY WHITMORE	1445306		LEGAL SERVICES	
					001-112-0000-4270	1,428.00
			1445307		LEGAL SERVICES	
					001-112-0000-4270	26,766.60
			1445308		LEGAL SERVICES	
					001-112-0000-4270	4,926.25
					Total :	**33,120.85**
207274	9/5/2017	889421 LOPEZ, ANTONIO G	TRAVEL		PER DIEM-LEAGUE OF CA. ANNUAL CC	
					001-101-0109-4370	70.00
					Total :	**70.00**
207275	9/5/2017	101974 LOS ANGELES COUNTY	JULY 2017		ANIMAL CARE & CONTROL SERVICES-	
				11597	001-190-0000-4260	8,096.98
					Total :	**8,096.98**
207276	9/5/2017	890493 LOS ANGELES COUNTY	FY2016-2017		OVERPAYMENT IN PROPERTY TAX REV	
					001-2000	43,095.07
					Total :	**43,095.07**
207277	9/5/2017	100886 LOS ANGELES DAILY NEWS	0010977973		LEGAL PUBL-500 SF MISSION VARIANC	
					001-2205	506.95
					Total :	**506.95**
207278	9/5/2017	888468 MAJOR METROPOLITAN SECURITY	1083505		ALARM MONITORING-AUG 2017	
					043-390-0000-4260	15.00
			1083506		ALARM MONITORING-AUG 2017	
					043-390-0000-4260	15.00
			1083507		ALARM MONITORING-AUG 2017	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207278	9/5/2017	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
					043-390-0000-4260	15.00
			1083508		ALARM MONITORING-AUG 2017	
					043-390-0000-4260	15.00
			1083509		ALARM MONITORING-AUG 2017	
					043-390-0000-4260	15.00
			1083510		ALARM MONITORING-AUG 2017	
					043-390-0000-4260	15.00
			1083511		ALARM MONITORING-AUG 2017	
					043-390-0000-4260	15.00
			1083512		ALARM MONITORING-AUG 2017	
					043-390-0000-4260	15.00
			1083513		ALARM MONITORING-AUG 2017	
					043-390-0000-4260	15.00
			1083514		ALARM MONITORING-AUG 2017	
					043-390-0000-4260	15.00
			1083515		ALARM MONITORING-AUG 2017	
					043-390-0000-4260	15.00
			1083516		ALARM MONITORING-AUG 2017	
					070-384-0000-4260	23.00
			1083517		ALARM MONITORING-AUG 2017	
					070-384-0000-4260	23.00
			1083518		ALARM MONITORING-AUG 2017	
					070-384-0000-4260	23.00
			1083519		ALARM MONITORING-AUG 2017	
					070-384-0000-4260	23.00
					Total :	**257.00**
207279	9/5/2017	888254 MCCALLA COMPANY	146619		GLOVES & WYPALLS	
					001-222-0000-4300	777.04
					Total :	**777.04**
207280	9/5/2017	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	33.12
			7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	32.54

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207280	9/5/2017	888242 888242 MCI COMM SERVICE	(Continued)		**Total :**	**65.66**
207281	9/5/2017	891054 MEJIA, YVONNE G	JULY 2017		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00
					Total :	**50.00**
207282	9/5/2017	102177 MENDOZA, SALVADOR	080717		MUSIC-SENIOR CLUB FIESTAS PATRIA	
					004-2380	1,100.00
					Total :	**1,100.00**
207283	9/5/2017	102148 METROPOLITAN WATER DISTRICT	9105		CAPACITY CHARGE	
					070-384-0000-4450	3,266.67
					Total :	**3,266.67**
207284	9/5/2017	892140 MICHAEL BAKER	986515		CONTRACT ADMINISTRATION, PROJEC	
				11551	001-150-0000-4270	450.00
				11551	026-311-0127-4270	240.00
					Total :	**690.00**
207285	9/5/2017	102226 MISSION LINEN SUPPLY	505047598		LAUNDRY	
					001-225-0000-4350	70.81
			505516312		LAUNDRY	
					001-225-0000-4350	104.57
			505542841		LAUNDRY	
					001-225-0000-4350	90.01
			505562097		LAUNDRY	
					001-225-0000-4350	110.57
			505589220		LAUNDRY	
					001-225-0000-4350	77.41
			505608384		LAUNDRY	
					001-225-0000-4350	117.98
					Total :	**571.35**
207286	9/5/2017	892654 MONTEBELLO SPEAKER REPAIR	88		TECH SUPPORT-MOVIE NIGHT	
					001-424-0000-4260	175.00
					Total :	**175.00**
207287	9/5/2017	888869 MUNITEMPS STAFFING	127534		TEMPORARY STAFFING SERVICES-FIN	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207287	9/5/2017	888869 MUNITEMPS STAFFING	(Continued)			
				11603	001-130-0000-4112	5,175.00
					Total :	**5,175.00**
207288	9/5/2017	887422 NORTHERN SAFETY CO., INC.	902544325		HATS FOR SUN PROTECTION	
					043-390-0000-4310	151.23
					Total :	**151.23**
207289	9/5/2017	102410 NORTHRIDGE HOSPITAL MEDICAL	30151043749		SART EXAM	
					001-224-0000-4270	730.00
					Total :	**730.00**
207290	9/5/2017	102403 NOW IMAGE PRINTING	2017155		DUPLICATION OF TOD WORKSHOP FLY	
					001-150-3673-4270	1,070.06
					Total :	**1,070.06**
207291	9/5/2017	102432 OFFICE DEPOT	2092394031		OFFICE SUPPLIES	
					001-152-0000-4300	26.97
			940548590001		OFFICE SUPPLIES	
					001-150-0000-4300	196.64
			940548848001		OFFICE SUPPLIES	
					001-150-0000-4300	28.19
			940548849001		OFFICE SUPPLIES	
					001-140-0000-4300	18.99
			941277896001		ITEM RETURNED	
					001-140-0000-4300	-18.99
			942546913001		OFFICE SUPPLIES	
					001-140-0000-4300	57.24
			949781894001		OFFICE SUPPLIES	
					001-423-0000-4300	29.62
			949781895001		OFFICE SUPPLIES	
					001-423-0000-4300	52.50
			949781896001		OFFICE SUPPLIES	
					001-423-0000-4300	46.08
			951716749001		OFFICE SUPPLIES	
					070-383-0000-4300	245.26
			952076036001		OFFICE SUPPLIES	

vchlist **Voucher List** Page: 15
08/30/2017 3:18:41PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207291	9/5/2017	102432 OFFICE DEPOT	(Continued)			
					001-130-0000-4300	45.96
			952076642001		OFFICE SUPPLIES	
					001-130-0000-4300	15.08
			954048947001		OFFICE SUPPLIES	
					001-310-0000-4300	38.93
			954049186001		OFFICE SUPPLIES	
					001-310-0000-4300	25.56
					Total :	**808.03**
207292	9/5/2017	890095 O'REILLY AUTOMOTIVE STORES INC	4605-252685		BATTERY-PD	
					041-320-0225-4400	120.56
			4605-253764		COMBO TURN SIGNAL SWITCH-PW272	
					072-360-0000-4400	142.53
			4605-253857		BRAKE SWITCH-PW2721	
					072-360-0000-4400	10.68
			4605-253970		DIESEL EXHAUST FLUID-PW3464	
					072-360-0000-4400	71.05
			4605-254785		WELL SITE SUPPLIES	
					070-384-0301-4300	50.85
					Total :	**395.67**
207293	9/5/2017	891902 P.F. SERVICES INC.	13929		DISPENSER REPAIR-CNG STATION	
					074-320-0000-4400	575.00
					Total :	**575.00**
207294	9/5/2017	892360 PARKING COMPANY OF AMERICA	INVM0011288		JULY TRANSIT SERVICES-DIAL A RIDE	
				11643	007-313-0000-4260	42,850.27
					Total :	**42,850.27**
207295	9/5/2017	889763 PEREZ-HELLIWELL, JENNIFER	JULY 2017		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00
					Total :	**50.00**
207296	9/5/2017	102624 PITNEY BOWES	1004920035		FOLDING MACHINE MAINT -	
					070-381-0000-4320	407.25
					072-360-0000-4320	407.25

vchlist **Voucher List** Page: 16
08/30/2017 3:18:41PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207296	9/5/2017	102624 102624 PITNEY BOWES	(Continued)		**Total :**	**814.50**
207297	9/5/2017	887646 PLUMBERS DEPOT INC	PD-35597		HOSE FOR NEW SEWER JETTER	
					072-360-0000-4310	1,613.33
			PD-35611		HOSE FOR NEW SEWER JETTER	
					072-360-0000-4310	203.53
			PD-35712		SEWER NOZZLE SKIDS	
					072-360-0000-4310	216.35
					Total :	**2,033.21**
207298	9/5/2017	891912 REPUBLIC SERVICES #902	0902-007123023		SF MALL AREA REFUSE SERVICES-JUL	
					073-350-0000-4260	910.80
			0902-007210978		SF MALL AREA REFUSE SERVICES-AU	
					073-350-0000-4260	972.54
					Total :	**1,883.34**
207299	9/5/2017	889602 RESPOND SYSTEMS	101622		SAFETY SUPPLIES	
					070-383-0000-4310	381.82
					Total :	**381.82**
207300	9/5/2017	102858 RIVERSIDE COUNTY SHERIFF	REGISTRATION		RGSTR-LEADERSHIP & ACCOUNTABIL	
					001-224-0000-4360	226.00
					Total :	**226.00**
207301	9/5/2017	887872 ROSENBERG, IRWIN	REIMB.		REIMB-TRANSPORTATION FROM AIRP	
					001-222-0000-4360	34.93
			TRAVEL		PER DIEM-SBSLI POST TRAINING IN	
					001-222-0000-4370	135.00
					Total :	**169.93**
207302	9/5/2017	892174 ROTH, SKYLAR	07/29/17 - 09/10/17		CHEER PROGRAM INSTRUCTOR	
					017-420-1328-4260	225.00
					Total :	**225.00**
207303	9/5/2017	102929 ROYAL PAPER CORPORATION	4708368		JANITORIAL SUPPLIES	
					043-390-0000-4300	771.98
					Total :	**771.98**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207304	9/5/2017	103010 SAM'S CLUB DIRECT, #0402814188546	400		SENIOR CLUB DANCE SUPPLIES	
					004-2380	8.75
					004-2359	61.04
					Total :	**69.79**
207305	9/5/2017	888369 SAN FERNANDO BRAVES	FY17-18		CIF-SCHOLARSHIP FOR FOOTBALL &	
					053-101-0111-4430	250.00
					Total :	**250.00**
207306	9/5/2017	892666 SAN FERNANDO POLICE	FY17-18		CIF-SFPD PINK PATCH PROJECT	
					053-101-0101-4430	250.00
					Total :	**250.00**
207307	9/5/2017	103057 SAN FERNANDO VALLEY SUN	9883		LEGAL PUBLICATION-SEWER/WATER F	
					001-115-0000-4230	43.75
			9932		LEGAL PUBLICATION-DRAFT NOA REP	
					001-150-3673-4270	481.54
					Total :	**525.29**
207308	9/5/2017	103184 SMART & FINAL	33211		MISC SUPPLIES	
					004-2359	46.54
			43775		SENIOR CLUB DANCE SUPPLIES	
					004-2380	44.45
			51228		SENIOR CLUB DANCE SUPPLIES	
					004-2380	138.62
			52596		REFRESHMENTS FOR ENP LUAU	
					004-2346	103.15
					Total :	**332.76**
207309	9/5/2017	103218 SOLIS, MARGARITA	2-7		PETTY CASH REIMBURSEMENT	
					001-101-0000-4300	49.84
					001-105-0000-4370	20.00
					001-115-0000-4360	40.00
					001-222-0000-4300	20.00
					001-310-0000-4370	22.81
					072-360-0000-4300	38.01
					Total :	**190.66**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207310	9/5/2017	892367 SOLIS, MARGARITA	AUG 2017		L P SENIOR PETTY CASH REIMB.	
					004-2380	73.11
					Total :	**73.11**
207311	9/5/2017	892662 SOUTH BAY REGIONAL	218065		RGSTR-FTO TRAINING ON 08/21-08/25	
					001-225-0000-4360	140.00
					Total :	**140.00**
207312	9/5/2017	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753 9		NATURAL GAS-CNG STATION	
					074-320-0000-4402	1,777.90
					Total :	**1,777.90**
207313	9/5/2017	103251 STANLEY PEST CONTROL	952462		PEST CONTROL-POLICE DEPT	
					043-390-0000-4260	94.00
					Total :	**94.00**
207314	9/5/2017	889149 STAPLES BUSINESS ADVANTAGE	8045923967		BREAK ROOM SUPPLIES	
					001-190-0000-4300	305.31
					Total :	**305.31**
207315	9/5/2017	888946 TEKWERKS	18702		WEBSITE HOSTING & MAINT-SEPT 201	
				11592	001-135-0000-4260	800.00
					Total :	**800.00**
207316	9/5/2017	890898 TETRA MECHANICAL SERVICE INC	1003-350		EMERG. A/C & WATER HEATER REPAIF	
				11623	043-390-0000-4330	1,348.20
			1003-352		EMERG. A/C & WATER HEATER REPAIF	
				11623	043-390-0000-4330	1,460.00
			1003-353		EMERG. A/C & WATER HEATER REPAIF	
				11623	043-390-0000-4330	1,110.00
			1003-354		EMERG. A/C & WATER HEATER REPAIF	
				11623	043-390-0000-4330	1,715.00
			1003-355		EMERG. A/C & WATER HEATER REPAIF	
				11623	043-390-0000-4330	829.90
					Total :	**6,463.10**
207317	9/5/2017	103205 THE GAS COMPANY	084-220-3249-3		GAS-505 S HUNTINGTON	
					043-390-0000-4210	29.48

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207317	9/5/2017	103205 THE GAS COMPANY	(Continued)			
			088-520-6400-8		GAS - 117 MACNEIL	
					043-390-0000-4210	40.44
					Total :	**69.92**
207318	9/5/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490	2073912		MATL'S TO INSTALL SENSOR POLE-501	
					043-390-0000-4300	222.27
			2082035		MATL'S TO REPAIR BREAK ROOM LIGH	
					043-390-0000-4300	10.94
			3174102		MISC MATL'S	
					072-360-0000-4300	69.37
			4032422		MAT'S TO INSTALL IRRIG TIMER-LP PAI	
					043-390-0000-4300	38.73
			4063809		MATL' FOR 501 1ST PROJECT	
					043-390-0000-4300	306.82
			5022185		MAT'LS TO REPAIR SECURITY BEAM-5(	
					043-390-0000-4300	4.76
			5022186		SMALL TOOLS & LOCK-LP PARK	
					043-390-0000-4300	23.99
			5022187		MATL'S TO REPAIR BENCH/TABLE-LP P	
					043-390-0000-4300	33.27
			5082601		MATL'S TO REPAIR TRAILER LIGHT-501	
					043-390-0000-4300	162.76
			5082602		MATL'S FOR SECURITY BEAM REP.-501	
					043-390-0000-4300	184.23
			8074561		MATL'S TO REPAIR FENCE & LOCK	
					043-390-0000-4300	57.61
			8074562		SMALL TOOLS	
					043-390-0000-4340	124.11
					Total :	**1,238.86**
207319	9/5/2017	102431 THE ODYSSEY RESTAURANT	081417		ADDT'L DEP-LP SENIOR HOLIDAY DINN	
					004-2380	9,000.00
					Total :	**9,000.00**
207320	9/5/2017	890817 THE WALKING MAN, INC.	E8306		FLYER DISTRIBUTION-TOD WORKSHO	
					001-150-3673-4270	875.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207320	9/5/2017	890817 890817 THE WALKING MAN, INC.	(Continued)		**Total :**	**875.00**
207321	9/5/2017	103903 TIME WARNER CABLE	0010369081017		CABLE-PD (08/18/17-09/17/17)	
					001-222-0000-4260	226.13
			0028882080517		CABLE-LP PARK (08/13-09/12)	
					001-420-0000-4260	180.28
			196309081317		INTERNET SERVICES-08/23-09/22	
					001-190-0000-4220	1,299.00
					Total :	**1,705.41**
207322	9/5/2017	887568 TRANS TECH	11665		VEHICLE MAINT-PW2116	
					041-320-0311-4400	1,756.55
					Total :	**1,756.55**
207323	9/5/2017	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (	15122187		POSTAGE MACHINE REIMBURSEMENT	
					001-190-0000-4280	1,500.00
					Total :	**1,500.00**
207324	9/5/2017	892258 UNIFORM & ACCESSORIES	610933		UNIFORMS	
					001-222-0000-4300	641.77
					Total :	**641.77**
207325	9/5/2017	892374 UNITED ROTARY BRUSH CORP	299898		GUTTER BROOMS-PW0315	
					041-320-0311-4400	538.82
					Total :	**538.82**
207326	9/5/2017	888241 UNITED SITE SERVICES OF CA INC	114-5584096		PORTABLE TOILET RENTAL-501 FIRST	
					043-390-0000-4260	633.95
			114-5599096		PORTABLE TOILET RENTAL-LAYNE PAI	
					043-390-0000-4260	437.52
			114-5634339		PORTABLE TOILET RENTALS-REC PAR	
					001-420-0000-4260	165.04
					Total :	**1,236.51**
207327	9/5/2017	889287 UNITED TRUCK CENTERS	55913		VEHICLE MAINT-PW5213	
					041-320-0311-4400	1,531.25
					Total :	**1,531.25**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207328	9/5/2017	103534 VALLEY LOCKSMITH	4602		DUPLICATION OF KEYS	
					001-222-0000-4300	141.47
					Total :	**141.47**
207329	9/5/2017	891220 VAN LANT & FANKHANEL, LLP	80617		CITY'S ANNUAL AUDIT SERVICES	
				11627	001-130-0000-4270	9,000.00
				11627	070-381-0000-4270	1,500.00
				11627	072-360-0000-4270	1,500.00
					Total :	**12,000.00**
207330	9/5/2017	892661 VAN METER AND ASSOCIATES, INC.	REGISTRATION		RGSTR-MANAGEMENT RIGHTS COURS	
					001-225-0000-4360	180.00
					Total :	**180.00**
207331	9/5/2017	889644 VERIZON BUSINESS	6400731		CITY HALL LONG DISTANCE	
					001-190-0000-4220	49.17
			6400732		CITY YARD LONG DISTANCE	
					070-384-0000-4220	14.75
			6400733		CITY HALL LONG DISTANCE	
					001-190-0000-4220	24.94
			6400734		POLICE LONG DISTANCE	
					001-222-0000-4220	118.60
			6400735		CITY YARD LONG DISTANCE	
					070-384-0000-4220	9.89
			6400736		PARKS LONG DISTANCE	
					001-420-0000-4220	15.43
			6401274		CITY YARD LONG DISTANCE	
					001-310-0000-4220	4.95
			64041285		CITY HALL LONG DISTANCE	
					001-190-0000-4220	59.33
					Total :	**297.06**
207332	9/5/2017	892081 VERIZON BUSINESS SERVICES	70519771		MPLS PORT ACCESS & ROUTER-PD VE	
					001-222-0000-4220	1,034.12
					Total :	**1,034.12**
207333	9/5/2017	100101 VERIZON WIRELESS-LA	9790703762		VARIOUS CELL PHONE PLANS	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207333	9/5/2017	100101 VERIZON WIRELESS-LA	(Continued)			
					001-105-0000-4220	49.49
					072-360-0000-4220	60.73
					001-101-0109-4220	32.20
					001-101-0111-4220	33.20
					001-101-0107-4220	34.28
			9791144042		MDT MODEMS-PD UNITS	
					001-222-0000-4220	918.50
					Total :	**1,128.40**
207334	9/5/2017	887212 VILLAFANA, REBEKAH	JULY 2017		GRANT ASSISTANT SERVICES	
					004-2359	625.00
					Total :	**625.00**
207335	9/5/2017	888390 WEST COAST ARBORISTS, INC.	128429		ANNUAL CITY TREE TRIMMING CONTR	
				11613	011-311-0000-4260	610.00
					Total :	**610.00**
207336	9/5/2017	888442 WESTERN EXTERMINATOR COMPANY	5341312		PEST CONTROL-RUDY ORTEGA PARK	
					043-390-0000-4260	53.00
			5341313		PEST CONTROL-CITY HALL	
					043-390-0000-4260	86.00
			5341314		PEST CONTROL-LP PARK	
					043-390-0000-4260	54.50
			5341315		PEST CONTROL-REC PARK	
					043-390-0000-4260	79.00
					Total :	**272.50**
207337	9/5/2017	891531 WILLDAN ENGINEERING	00323730		SAFE ROUTES TO SCHOOL-PW INSPE	
					001-310-0000-4260	906.00
			00324449		PROVIDE GRANT ADMINISTRATION SE	
				11599	010-311-6676-4270	850.56
				11599	012-311-6676-4270	109.44
					Total :	**1,866.00**
207338	9/5/2017	889491 WILLDAN FINANCIAL SERVICES	010-35274		ANNUAL DISTRICT ADMINISTRATION-F	
				11644	027-344-0000-4260	2,537.39

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207338	9/5/2017	889491 889491 WILLDAN FINANCIAL SERVICES	(Continued)		**Total :**	**2,537.39**
207339	9/5/2017	892023 WINDSTREAM	69264054		PHONE SERVICE 08/18/17-09/17/17	
					001-222-0000-4220	685.14
					001-420-0000-4220	908.66
					070-384-0000-4220	501.15
					001-190-0000-4220	1,846.10
					Total :	**3,941.05**
207340	9/5/2017	103716 WORKBOOT WAREHOUSE	4-23672		SAFETY BOOTS	
					043-390-0000-4310	304.81
					Total :	**304.81**
207341	9/5/2017	891837 YOO, KEVIN	TRAVEL		PER DIEM-FTO TRAINING ON 08/28-09/	
					001-225-0000-4360	225.00
					Total :	**225.00**
207342	9/5/2017	889467 YOUNGBLOOD & ASSOCIATES	2718A		POLYGRAPH EXAM	
					001-222-0000-4260	200.00
					Total :	**200.00**

134 Vouchers for bank code : bank3 **Bank total :** **944,360.37**

134 Vouchers in this report **Total vouchers :** **944,360.37**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** Page: 1
08/30/2017 12:21:29PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207114	9/1/2017	100286 BAKER, BEVERLY	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	547.98
					Total :	**547.98**
207115	9/1/2017	891015 CROOK, ROBERT	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207116	9/1/2017	100916 DEIBEL, PAUL	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207117	9/1/2017	891041 GARCIA, CONNIE	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207118	9/1/2017	101781 KISHITA, ROBERT	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207119	9/1/2017	101926 LILES, RICHARD	17-Sep		CALPERS HEALTH REIMB	
					070-180-0000-4127	273.81
					072-180-0000-4127	273.80
					Total :	**547.61**
207120	9/1/2017	891027 LOCKETT, JOANN	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207121	9/1/2017	891028 MANTHEY, DONALD	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207122	9/1/2017	102126 MARTINEZ, MIGUEL	17-Sep		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,019.78
					Total :	**1,019.78**

vchlist **Voucher List** Page: 2
08/30/2017 12:21:29PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207123	9/1/2017	102483 OROZCO, ELVIRA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	196.21
					Total :	**196.21**
207124	9/1/2017	891031 ORTEGA, JIMMIE	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207125	9/1/2017	891032 OTREMBA, EUGENE	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207126	9/1/2017	891354 RAMIREZ, ROSALINDA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	445.89
					Total :	**445.89**
207127	9/1/2017	102940 RUIZ, RONALD	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	547.98
					Total :	**547.98**
207128	9/1/2017	103121 SERRANO, ARMANDO	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,223.96
					Total :	**1,223.96**
207129	9/1/2017	889588 UFANO, VIRGINIA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	445.89
					Total :	**445.89**
207130	9/1/2017	891046 VANAALST, LEONILDA	17-Sep		CALPERS HEALTH REIMB	
					070-180-0000-4127	172.48
					Total :	**172.48**

17 Vouchers for bank code : bank3 **Bank total :** **8,232.58**

17 Vouchers in this report **Total vouchers :** **8,232.58**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** Page: 1
08/30/2017 12:40:31PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207131	9/1/2017	100042 ABDALLAH, ALBERT	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,629.55
					Total :	**1,629.55**
207132	9/1/2017	100091 AGORICHAS, JOHN	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	225.63
					Total :	**225.63**
207133	9/1/2017	891039 AGUILAR, JESUS	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.96
					Total :	**472.96**
207134	9/1/2017	100104 ALBA, ANTHONY	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207135	9/1/2017	891011 APODACA-GRASS, ROBERTA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207136	9/1/2017	100306 BARNARD, LARRY	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,104.00
					Total :	**1,104.00**
207137	9/1/2017	100346 BELDEN, KENNETH M.	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,339.00
					Total :	**1,339.00**
207138	9/1/2017	892233 BUZZELL, CAROL	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	196.21
					Total :	**196.21**
207139	9/1/2017	891350 CALZADA, FRANK	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	**520.42**
207140	9/1/2017	100642 CASTRO, RICO	17-Sep		CALPERS HEALTH REIMB	

vchlist **Voucher List** Page: 2
08/30/2017 12:40:31PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207140	9/1/2017	100642 CASTRO, RICO	(Continued)			
					001-180-0000-4127	1,303.76
					Total :	**1,303.76**
207141	9/1/2017	891014 CREEKMORE, CASIMIRA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207142	9/1/2017	891016 DEATON, MARK	17-Sep		CALPERS HEALTH REIMB	
					070-180-0000-4127	547.61
					Total :	**547.61**
207143	9/1/2017	100913 DECKER, CATHERINE	17-Sep		CALPERS HEALTH REIMB	
					070-180-0000-4127	651.52
					Total :	**651.52**
207144	9/1/2017	100925 DELGADO, RALPH	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	**520.42**
207145	9/1/2017	892102 DOSTER, DARRELL	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207146	9/1/2017	100996 DRAKE, JOYCE	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207147	9/1/2017	100995 DRAKE, MICHAEL	17-Sep		CALPERS HEALTH REIMB	
					070-180-0000-4127	130.88
					072-180-0000-4127	130.88
					Total :	**261.76**
207148	9/1/2017	100997 DRAPER, CHRISTOPHER	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,364.11
					Total :	**1,364.11**
207149	9/1/2017	101044 ELEY, JEFFREY	17-Sep		CALPERS HEALTH REIMB	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207149	9/1/2017	101044 ELEY, JEFFREY	(Continued)			
					001-180-0000-4127	1,748.00
					Total :	**1,748.00**
207150	9/1/2017	891040 FISHKIN, RIVIAN	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207151	9/1/2017	892103 GAJDOS, BETTY	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207152	9/1/2017	891351 GARCIA, DEBRA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,389.38
					Total :	**1,389.38**
207153	9/1/2017	891067 GARCIA, NICOLAS	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,090.70
					Total :	**1,090.70**
207154	9/1/2017	101318 GLASGOW, KEVIN	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,364.11
					Total :	**1,364.11**
207155	9/1/2017	891020 GLASGOW, ROBERT	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	336.00
					Total :	**336.00**
207156	9/1/2017	891021 GUIZA, JENNIE	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207157	9/1/2017	101415 GUTIERREZ, OSCAR	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207158	9/1/2017	891352 HADEN, SUSANNA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,019.78

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207158	9/1/2017	891352 891352 HADEN, SUSANNA	(Continued)		**Total :**	**1,019.78**
207159	9/1/2017	101440 HALCON, ERNEST	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,104.00
					Total :	**1,104.00**
207160	9/1/2017	891918 HARTWELL, BRUCE	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207161	9/1/2017	101465 HARVEY, DAVID	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207162	9/1/2017	101466 HARVEY, DEVERY MICHAEL	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,513.00
					Total :	**1,513.00**
207163	9/1/2017	101471 HASBUN, NAZRI A.	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,223.96
					001-2110	-69.07
					Total :	**1,154.89**
207164	9/1/2017	891023 HATFIELD, JAMES	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207165	9/1/2017	892104 HERNANDEZ, ALFONSO	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,628.59
					Total :	**1,628.59**
207166	9/1/2017	891024 HOOKER, RAYMOND	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.88
					Total :	**587.88**
207167	9/1/2017	101538 HOUGH, RAY	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207167	9/1/2017	101538 101538 HOUGH, RAY	(Continued)		Total :	520.42
207168	9/1/2017	101597 IBRAHIM, SAMIR	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.92
					Total :	472.92
207169	9/1/2017	101694 JACOBS, ROBERT	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,031.00
					Total :	1,031.00
207170	9/1/2017	892105 KAHMANN, ERIC	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	746.37
					Total :	746.37
207171	9/1/2017	101786 KLOTZSCHE, STEVEN	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	741.92
					Total :	741.92
207172	9/1/2017	891866 KNIGHT, DONNA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	172.48
207173	9/1/2017	891026 LEWIS, DURWOOD	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	651.52
207174	9/1/2017	891043 LIEBERMAN, LEONARD	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	172.48
207175	9/1/2017	101933 LITTLEFIELD, LESLEY	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	651.52
207176	9/1/2017	102059 MACK, MARSHALL	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,223.96
					Total :	1,223.96

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207177	9/1/2017	891010 MAERTZ, ALVIN	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.96
					Total :	472.96
207178	9/1/2017	888037 MARTINEZ, ALVARO	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,019.78
					Total :	1,019.78
207179	9/1/2017	102206 MILLER, WILMA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	261.76
207180	9/1/2017	102232 MIURA, HOWARD	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	261.76
207181	9/1/2017	892106 MONTAN, EDWARD	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	741.92
					Total :	741.92
207182	9/1/2017	102365 NAVARRO, RICARDO A	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	520.42
207183	9/1/2017	102473 ORDELHEIDE, ROBERT	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,733.29
					Total :	1,733.29
207184	9/1/2017	102486 ORSINI, TODD	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,629.55
					Total :	1,629.55
207185	9/1/2017	102569 PARKS, ROBERT	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,748.00
					Total :	1,748.00
207186	9/1/2017	891353 PEAVY, JOSEPH	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48

vchlist **Voucher List** Page: 7
08/30/2017 12:40:31PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207186	9/1/2017	891353 891353 PEAVY, JOSEPH	(Continued)		**Total :**	**172.48**
207187	9/1/2017	102527 PISCITELLI, ANTHONY	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	**520.42**
207188	9/1/2017	891033 POLLOCK, CHRISTINE	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	336.00
					Total :	**336.00**
207189	9/1/2017	102735 QUINONEZ, MARIA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,019.78
					001-2110	-83.70
					Total :	**936.08**
207190	9/1/2017	891034 RAMSEY, JAMES	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,389.38
					Total :	**1,389.38**
207191	9/1/2017	102864 RIVETTI, DOMINICK	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,104.00
					Total :	**1,104.00**
207192	9/1/2017	102936 RUELAS, MARCO	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,628.59
					Total :	**1,628.59**
207193	9/1/2017	891044 RUSSUM, LINDA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207194	9/1/2017	890806 SALDIVAR, GEORGE	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	746.37
					Total :	**746.37**
207195	9/1/2017	892107 SHANAHAN, MARK	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	746.37

vchlist **Voucher List** Page: 8
08/30/2017 12:40:31PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207195	9/1/2017	892107 892107 SHANAHAN, MARK	(Continued)		**Total :**	**746.37**
207196	9/1/2017	891035 SHERWOOD, NINA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207197	9/1/2017	103175 SKOBIN, ROMELIA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	977.64
					Total :	**977.64**
207198	9/1/2017	103220 SOMERVILLE, MICHAEL	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,748.00
					Total :	**1,748.00**
207199	9/1/2017	891045 TIGHE, HAROLD	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.96
					Total :	**472.96**
207200	9/1/2017	103394 TORRES, RACHEL	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207201	9/1/2017	888417 VALDIVIA, LAURA	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.88
					Total :	**587.88**
207202	9/1/2017	103562 VASQUEZ, JOEL	17-Sep		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,748.00
					Total :	**1,748.00**
207203	9/1/2017	891038 WAITE, CURTIS	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	977.64
					Total :	**977.64**
207204	9/1/2017	891036 WATT, DAVID	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207205	9/1/2017	891037 WEBB, NANCY	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	630.69
					Total :	**630.69**
207206	9/1/2017	103643 WEDDING, JEROME	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207207	9/1/2017	103727 WYSBEEK, DOUDE	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207208	9/1/2017	103737 YNIGUEZ, LEONARD	17-Sep		CALPERS HEALTH REIMB	
					001-180-0000-4127	977.64
					Total :	**977.64**
78	**Vouchers for bank code :**	bank3			**Bank total :**	**60,541.05**
78	**Vouchers in this report**				**Total vouchers :**	**60,541.05**

Voucher Registers are not final until approved by Council.

ATTACHMENT "B"

RESOLUTION NO. 17-092

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-092

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

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

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

PASSED, APPROVED, AND ADOPTED this 18th day of September, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of September, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist **Voucher List** Page: 1
09/13/2017 1:06:52PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207350	9/18/2017	100031 A-1 LAWNMOWER INC.	76753		MOWER BELTS-PK0083	
					041-320-0390-4400	322.24
					Total :	**322.24**
207351	9/18/2017	890104 ABBA TERMITE & PEST CONTROL	32945		BEE REMOVAL-REC PARK	
					043-390-0000-4330	95.00
					Total :	**95.00**
207352	9/18/2017	100066 ADS ENVIRONMENTAL SERVICES,INC	22101.22-0817		WASTEWATER FLOW MONITORING-AU	
				11638	072-360-0000-4260	890.00
			22206.52-0817		AUG-ON CALL MAINT SRVCS- WASTEV	
				11550	072-360-0000-4260	903.00
					Total :	**1,793.00**
207353	9/18/2017	892493 AG SPORTS PRINTING & TROPHIES	083017		SOFTBALL & VOLLEYBALL TROPHIES	
					017-420-1334-4300	76.65
					Total :	**76.65**
207354	9/18/2017	887377 AKEMON, DOLORES	SEPT 2017		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	**50.00**
207355	9/18/2017	100143 ALONSO, SERGIO	AUG 2017		MMAP INSTRUCTOR	
					109-424-3618-4260	1,000.00
					Total :	**1,000.00**
207356	9/18/2017	892646 ALVARADO, GLORIA	REIMB.		SENIOR CLUB REIMB OF ITEMS PURCI	
					004-2380	82.10
					Total :	**82.10**
207357	9/18/2017	892678 ARAUJO, ALEJANDRO	39-4075-05		WATER ACCT REFUND-1335 WOODWC	
					070-2010	69.11
					Total :	**69.11**
207358	9/18/2017	890411 ARC DOCUMENT SOLUTIONS, LLC	9322632		WATER MAIN PUBLIC ALLEY PLAN COF	
					072-365-0000-4600	33.02

Page: 1

vchlist **Voucher List** Page: 2
09/13/2017 1:06:52PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207358	9/18/2017	890411 890411 ARC DOCUMENT SOLUTIONS, LLC (Continued)			**Total :**	**33.02**
207359	9/18/2017	890546 BARAJAS, CRYSTAL	AUG 2017		MMAP MENTOR INSTRUCTOR	
					001-424-0000-4430	375.00
					Total :	**375.00**
207360	9/18/2017	892675 BARRAGAN, PAULA	39-0745-08		WATER ACCT REFUND-1428 HEWITT	
					070-2010	50.40
					Total :	**50.40**
207361	9/18/2017	892426 BEARCOM	4618844		REPLACEMENT CAMERAS FOR VIRTU/	
				11609	001-222-0000-4320	2,099.52
					Total :	**2,099.52**
207362	9/18/2017	892014 BERNAL, DAVID	SEPT 2017		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	**50.00**
207363	9/18/2017	891301 BERNARDEZ, RENATE Z.	422		INTERPRETATION SERVICES-TOD MEE	
					001-150-3673-4270	375.00
					Total :	**375.00**
207364	9/18/2017	892674 BORODA, PHILIP	43-3170-03		WATER ACCT REFUND-1723 SECOND	
					070-2010	50.27
					Total :	**50.27**
207365	9/18/2017	888800 BUSINESS CARD	081818		AIRFARE-SBSLI POST TRAINING IN	
					001-222-0000-4370	111.46
			082817		LODGING-FTO TRAINING ON 08/21-08/2	
					001-225-0000-4360	687.50
			090117		LODGING-SBSLI POST TRAINING IN	
					001-222-0000-4370	512.37
			090517		LODGING-FTO TRAINING ON 08/28-09/(	
					001-225-0000-4360	483.65
					Total :	**1,794.98**
207366	9/18/2017	102127 CABRERA, KATHY	REIMB.		REIMB OF WORK BOOTS PURCHASED	
					001-230-0000-4325	100.00

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207366	9/18/2017	102127 102127 CABRERA, KATHY	(Continued)		**Total :**	**100.00**
207367	9/18/2017	892270 CAMPA, ESTEBAN	082717		EXERCISE INSTRUCTOR-HEALTHY SAI	
					017-420-1395-4260	45.00
					Total :	**45.00**
207368	9/18/2017	103619 CARL WARREN & CO.	1815448		LEGAL FEES	
					006-190-0000-4800	750.00
					Total :	**750.00**
207369	9/18/2017	891860 CARL WARREN & COMPANY	10284-10285		REIMB.OF ITF ACCT (LIABILITY CLAIMS	
					006-1037	6,785.00
					Total :	**6,785.00**
207370	9/18/2017	890937 CERDA, ROGELIO	BS1712534		PLAN CHECK FEE REFUND	
					001-2698	689.56
					Total :	**689.56**
207371	9/18/2017	103029 CITY OF SAN FERNANDO	17410-17491		REIMB TO WORKERS COMP ACCT	
					006-1035	18,023.98
					Total :	**18,023.98**
207372	9/18/2017	100805 COOPER HARDWARE INC.	107027		REPLACEMENT TOOLS	
					072-360-0000-4300	96.05
			107045		MATL'S FOR FENCE REPAIR-4TH ST LC	
					043-390-0000-4300	44.95
			107154		REPLACEMENT TOOLS	
					070-384-0301-4300	100.34
			107155		REPLACEMENT TOOLS	
					070-384-0301-4300	12.81
					Total :	**254.15**
207373	9/18/2017	101666 DE LAGE LANDEN FINANCIAL SERVS	56013853		SEPT-LEASE PAYMENT VARIOUS COPI	
				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**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207374	9/18/2017	887121 DELL MARKETING L.P.	10185195721		PURCHASE OF DELL OPTIPLEX 3040 S	
				11622	001-370-0301-4300	1,301.81
					Total :	**1,301.81**
207375	9/18/2017	891533 DEXMEDIA	610034002169		DOMAIN REGISTRATION & E-MAIL HOS	
					001-190-0000-4220	56.73
					Total :	**56.73**
207376	9/18/2017	100979 DOCTOR DIESEL	17-286		VEHICLE MAINT-WA0649	
					070-384-0000-4400	858.00
					Total :	**858.00**
207377	9/18/2017	892670 DUKE PARTNERS II LLC	39-1785-11		WATER ACCT REFUND-1137 KEWEN	
					070-2010	19.02
					Total :	**19.02**
207378	9/18/2017	892470 E.M. OIL TRANSPORT INC.	28865		REFLECTIVE TAPE	
					001-311-0000-4300	191.19
			28881		ROAD BASE & FILL SAND	
					072-360-0000-4300	1,123.43
					Total :	**1,314.62**
207379	9/18/2017	101081 ENTENMANN-ROVIN CO.	0136020		UNIFORM PARTS FOR COLOR GUARDS	
					001-226-0230-4430	475.91
					Total :	**475.91**
207380	9/18/2017	890879 EUROFINS EATON ANALYTICAL, INC	I0309395		AMNT DUE ON INV L0290315	
					070-384-0000-4260	129.20
			L0340076		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	24.00
			L0340363		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.00
			L0342022		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0342102		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.00
			L0342103		WATER ANALYSIS FOLDERS	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207380	9/18/2017	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
					070-384-0000-4260	139.60
			L0342731		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.00
					Total :	**924.40**
207381	9/18/2017	890897 EVAN BROOKS ASSOCIATES, INC	17004-13		CAL RECYLE - FUND ADMN & REPORTI	
				11647	001-310-0000-4270	1,440.00
			17009-2		CONTRACT PLANNER SERVICES-AUG	
				11605	001-150-0000-4270	9,420.00
					Total :	**10,860.00**
207382	9/18/2017	103851 EVERSOFT, INC.	R1726633		SOFTENER RENTAL-WELL 2A	
					070-384-0000-4260	148.78
			R1726634		SOFTNER-WELL 4A	
					070-384-0000-4260	151.26
					Total :	**300.04**
207383	9/18/2017	891622 FARMER BROTHERS	66722905		BREAK ROOM SUPPLIES	
					001-222-0000-4300	279.26
					Total :	**279.26**
207384	9/18/2017	101147 FEDEX	5-916-48916		COURIER SERVICES	
					001-190-0000-4280	69.20
					Total :	**69.20**
207385	9/18/2017	892267 FIERRO, NANCY	08/05/17-09/01/17		ZUMBA INSTRUCTOR	
					017-420-1337-4260	80.00
					Total :	**80.00**
207386	9/18/2017	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS	
					001-222-0000-4220	557.71
			209-150-5250-081292		RADIO REPEATER-PD	
					001-222-0000-4220	54.73
			209-151-4939-102990		MUSIC CHANNEL	
					001-190-0000-4220	50.62
			209-151-4941-102990		POLICE PAGING	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207386	9/18/2017	892198 FRONTIER COMMUNICATIONS	(Continued)			
					001-222-0000-4220	41.59
			209-188-4361-031792		RCS PHONE LINES	
					001-420-0000-4220	111.77
			209-188-4362-031792		POLICE MAJOR PHONE LINES	
					001-222-0000-4220	1,147.02
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	72.00
					070-384-0000-4220	224.23
					001-420-0000-4220	244.68
			818-361-0901-051499		SEWER FLOW MONITORING-PW	
					072-360-0000-4220	49.73
			818-361-3958-091407		CNG STATION	
					074-320-0000-4220	47.06
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	33.40
			818-365-5097-120298		POLICE NARCOTICS VAULT	
					001-222-0000-4220	24.00
			818-837-1509-032207		PUBLIC WORKS PHONE LINE	
					001-190-0000-4220	32.95
			818-838-1841-112596		ENGINEERING FAX MODEM	
					001-310-0000-4220	24.77
			818-838-4969-021803		PD ALARM PANEL	
					001-222-0000-4220	114.51
					Total :	**2,830.77**
207387	9/18/2017	892680 GAETA, YOLANDA	54-1243-03		WATER ACCT REFUND-1235 WARREN	
					070-2010	817.30
					Total :	**817.30**
207388	9/18/2017	887186 GALPIN MOTORS INC.	1332865		PURCHASE 2016 CNG FORD F-250 UTI	
				11566	016-310-3661-4500	46,861.49
					Total :	**46,861.49**
207389	9/18/2017	891885 GANIR-MARTINEZ, ARLENE	08/05/17-09/01/17		YOGA INSTRUCTOR	
					017-420-1337-4260	60.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207389	9/18/2017	891885 891885 GANIR-MARTINEZ, ARLENE	(Continued)		**Total :**	**60.00**
207390	9/18/2017	892673 GONZALEZ, ANGELA D.	35-0905-02		WATER ACCT REFUND-1346 CORONEL	
					070-2010	81.19
					Total :	**81.19**
207391	9/18/2017	101376 GRAINGER, INC.	9542094280		MISC SUPPLIES	
					070-384-0000-4300	243.48
			9542094298		DOOR SWEEP FOR WELL 7A & SAFETY	
					070-384-0000-4300	217.70
					Total :	**461.18**
207392	9/18/2017	892299 GREY WALL SOFTWARE, LLC	3429		EOC NOTIFICATION SYSTEM RENEWA	
				11650	001-135-0000-4260	4,525.00
					Total :	**4,525.00**
207393	9/18/2017	101434 GUZMAN, JESUS ALBERTO	AUG 2017		MMAP INSTRUCTOR	
					001-424-0000-4430	1,800.00
					108-424-3694-4260	400.00
					Total :	**2,200.00**
207394	9/18/2017	101511 HINDERLITER DE LLAMAS & ASSOC.	0027834-IN		CONTRACTUAL SERVICES-SALES TAX	
					001-130-0000-4270	2,548.23
					Total :	**2,548.23**
207395	9/18/2017	101529 HOME DEPOT 0609	LOT2016		CHRISTMAS TREE LOT DEP REFUND	
					001-2710	350.00
					Total :	**350.00**
207396	9/18/2017	887740 INDUSTRIAL SHOE COMPANY	1100-1110276		SAFETY BOOTS	
					070-383-0000-4310	199.75
					Total :	**199.75**
207397	9/18/2017	891570 INNOVATIVE TELECOM. SYSTEMS	2156		TELEPHONE EQUIPMENT MAINT-OCT 2	
					001-190-0000-4260	395.00
					Total :	**395.00**
207398	9/18/2017	891081 INTERSTATE ALL BATTERY CENTER	1909301005467		PARKING METER BATTERIES	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207398	9/18/2017	891081 INTERSTATE ALL BATTERY CENTER	(Continued)			
					029-335-0000-4320	269.37
					Total :	**269.37**
207399	9/18/2017	892682 IPS GROUP, INC.	27572		3 MONTH PARKING METER TRIAL PRO	
					001-222-0000-4260	274.93
					Total :	**274.93**
207400	9/18/2017	891777 IRRIGATION EXPRESS	15094172-00		IRRIGATION SUPPLIES	
					043-390-0000-4300	55.25
			15094290-00		IRRIGATION SUPPLIES	
					043-390-0000-4300	24.68
			15094390-00		WELL 4A TOOLS	
					070-384-0000-4340	308.84
					Total :	**388.77**
207401	9/18/2017	101688 J & R AUDIO	3559		STAGE & SOUND SYS. RENTAL FOR 20	
				11630	001-424-0000-4260	2,825.00
					Total :	**2,825.00**
207402	9/18/2017	892681 JANSEN, ANDRINA	081117		EXERCISE INSTRUCTOR-HEALTHY SAI	
					017-420-1395-4260	45.00
					Total :	**45.00**
207403	9/18/2017	891467 JASSO, JAZMYN	082017		EXERCISE INSTRUCTOR-HEALTHY SAI	
					017-420-1395-4260	45.00
			082717		EXERCISE INSTRUCTOR-HEALTHY SAI	
					017-420-1395-4260	45.00
					Total :	**90.00**
207404	9/18/2017	889680 JIMENEZ LOPEZ, JUAN MANUEL	AUG 2017		MMAP INSTRUCTOR	
					001-424-0000-4430	800.00
					108-424-3694-4260	200.00
					Total :	**1,000.00**
207405	9/18/2017	892676 JONES, ALISON	60-0866-01		WATER ACCT REFUND-428 NEWTON	
					070-2010	98.32

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207405	9/18/2017	892676 892676 JONES, ALISON	(Continued)		**Total :**	**98.32**
207406	9/18/2017	892614 JWA URBAN CONSULTANTS, INC	SF#2017-3		PROFESSIONAL SERVICES-TEMPORAI	
				11598	001-150-0000-4270	6,750.00
					Total :	**6,750.00**
207407	9/18/2017	101764 KEYSTONE UNIFORM DEPOT	064104		UNIFORMS	
					001-222-0000-4300	625.67
			064197		UNIFORMS	
					001-222-0000-4300	365.29
					Total :	**990.96**
207408	9/18/2017	101768 KIMBALL-MIDWEST	5813571		GLOVES	
					001-370-0301-4300	40.40
			5813576		GASKET SCRAPER & ADAPTERS	
					070-384-0000-4340	120.65
					Total :	**161.05**
207409	9/18/2017	887323 KINGSBURY UNIFORMS	61816		UNIFORMS	
					001-222-0000-4300	595.37
			61865		UNIFORMS	
					001-222-0000-4300	95.60
					Total :	**690.97**
207410	9/18/2017	890463 KJC LATENT PRINT SERVICE	SF00035		FINGERPRINTING CLASSIFICATIONS	
					001-224-0000-4270	50.00
					Total :	**50.00**
207411	9/18/2017	891738 KNIGHT COMMUNICATIONS INC	2010875		IT MANAGEMENT SERVICES-SEPT 201	
				11588	001-135-0000-4270	10,000.00
					Total :	**10,000.00**
207412	9/18/2017	101971 L.A. MUNICIPAL SERVICES	6577501000		ELECTRIC-14060 SAYRE	
					070-384-0000-4210	14,481.70
					Total :	**14,481.70**
207413	9/18/2017	889095 LAFD - C.U.P.A.	IN0264539		HAZMAT PERMITS-910 FIRST	
					072-360-0000-4260	26.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207413	9/18/2017	889095 LAFD - C.U.P.A.	(Continued)			
			IN0264850		HAZMAT PERMITS-120 MACNEIL	
					072-360-0000-4260	2,539.00
			INV0265557		HAZMAT PERMIT-13180 DRONFIELD W	
					070-384-0000-4260	398.00
					Total :	**2,963.00**
207414	9/18/2017	102003 LOS ANGELES COUNTY	RE-PW-17081600689		INDUSTRIAL WASTE CHARGES	
				11654	072-360-0000-4450	1,605.76
			RE-PW-17081600709		INDUSTRIAL WASTE CHARGES	
				11654	072-360-0000-4450	4,990.78
					Total :	**6,596.54**
207415	9/18/2017	100886 LOS ANGELES DAILY NEWS	0010993673		LEGAL PUBLICATION-NOTICE OF AVAIL	
					001-150-3673-4270	685.40
					Total :	**685.40**
207416	9/18/2017	892657 LUNA, JESSICA	081117		EXERCISE INSTRUCTOR-HEALTHY SAI	
					017-420-1395-4260	45.00
			082017		EXERCISE INSTRUCTOR-HEALTHY SAI	
					017-420-1395-4260	45.00
					Total :	**90.00**
207417	9/18/2017	889127 MAINTENANCE SUPERINTENDENTS	FY 2017-2018		(3) PUBLIC AGENCY MEMBERSHIP DUI	
					072-360-0000-4360	75.00
					070-381-0000-4370	75.00
					043-390-0000-4360	75.00
					Total :	**225.00**
207418	9/18/2017	888468 MAJOR METROPOLITAN SECURITY	1083949		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	15.00
			1083950		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	15.00
			1083951		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	15.00
			1083952		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	15.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207418	9/18/2017	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1083953		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	15.00
			1083954		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	15.00
			1083955		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	15.00
			1083956		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	15.00
			1083957		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	15.00
			1083958		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	15.00
			1083959		ALARM MONITORING-SEPT 2017	
					043-390-0000-4260	25.00
			1083960		ALARM MONITORING-SEPT 2017	
					070-384-0000-4260	23.00
			1083961		ALARM MONITORING-SEPT 2017	
					070-384-0000-4260	23.00
			1083962		ALARM MONITORING-SEPT 2017	
					070-384-0000-4260	23.00
			1083963		ALARM MONITORING-SEPT 2017	
					070-384-0000-4260	23.00
					Total :	**267.00**
207419	9/18/2017	102132 MASCO SWEEPERS, INC.	9921797		VACUUM HOSES FOR SWEEPER-PW03	
					041-320-0311-4400	254.02
					Total :	**254.02**
207420	9/18/2017	892684 MEDIA COMMUNICATIONS	070-2641		EDDY VALVE DEPOSIT REFUND	
					070-2641	840.28
					Total :	**840.28**
207421	9/18/2017	102226 MISSION LINEN SUPPLY	505635992		LAUNDRY	
					001-225-0000-4350	122.10
			505656556		LAUNDRY	
					001-225-0000-4350	141.63

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207421	9/18/2017	102226 MISSION LINEN SUPPLY	(Continued)			
			505682425		LAUNDRY	
					001-225-0000-4350	122.65
					Total :	**386.38**
207422	9/18/2017	892535 MORAN, YOVANNI	08/05/17-09/01/17		YOGA SUB INSTRUCTOR	
					017-420-1337-4260	80.00
					Total :	**80.00**
207423	9/18/2017	888869 MUNITEMPS STAFFING	127574		TEMPORARY STAFFING SERVICES-FIN	
				11603	001-130-0000-4112	4,800.00
					Total :	**4,800.00**
207424	9/18/2017	102325 NAPA AUTO PARTS	5478-940481		AIR FILTER & HOOD PROP-PK1169	
					041-320-0390-4400	97.75
					Total :	**97.75**
207425	9/18/2017	891355 NAREZ, FABIAN	AUG 2017		MMAP MENTOR INSTRUCTOR	
					001-424-0000-4430	375.00
					Total :	**375.00**
207426	9/18/2017	892683 NATIONSTAR MORTGAGE LLC	58-2998-01		WATER ACCT REFUND-703 N LAZARD	
					070-2010	46.08
					Total :	**46.08**
207427	9/18/2017	892671 NEVAREZ, ESMERALDA	39-1635-12		WATER ACCT REFUND-1226 KEWEN	
					070-2010	30.38
					Total :	**30.38**
207428	9/18/2017	102403 NOW IMAGE PRINTING	2017161		TEMPORARY NO PARKING SIGNS	
					001-311-0000-4300	658.50
			2017166		SPAY & NEUTER VOUCHERS	
					001-150-0000-4300	54.10
					Total :	**712.60**
207429	9/18/2017	102432 OFFICE DEPOT	2100432659		OFFICE SUPPLIES	
					004-2380	14.53
					001-422-0000-4300	4.23

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207429	9/18/2017	102432 OFFICE DEPOT	(Continued)			
			949802700001		OFFICE SUPPLIES	
					043-390-0000-4300	71.93
			952190052001		OFFICE SUPPLIES RETURNED	
					043-390-0000-4300	-71.93
			952777983001		OFFICE SUPPLIES	
					001-370-0301-4300	52.34
			952780272001		OFFICE SUPPLIES	
					043-390-0000-4300	34.40
			952884350001		OFFICE SUPPLIES	
					001-150-0000-4300	173.19
			952884556001		OFFICE SUPPLIES	
					001-150-0000-4300	20.51
			953907306001		OFFICE SUPPLIES	
					001-150-3673-4300	90.77
			957493976001		OFFICE SUPPLIES	
					001-222-0000-4300	320.91
			957494139001		OFFICE SUPPLIES	
					001-222-0000-4300	53.33
			957494140001		OFFICE SUPPLIES	
					001-222-0000-4300	39.50
					Total :	**803.71**
207430	9/18/2017	100221 ORTEGA, SYLVIA	TRAVEL		PER DIEM-CCUG 2017 CLETS USER SE	
					001-222-0000-4360	170.00
					Total :	**170.00**
207431	9/18/2017	892677 PERALES, VANESSA	39-0735-01		WATER ACCT REFUND-1424 HEWITT	
					070-2010	124.52
					Total :	**124.52**
207432	9/18/2017	892679 PEREZ, JOSE L.	62-2432-02		WATER ACCT REFUND-533 HARDING	
					070-2010	201.19
					Total :	**201.19**
207433	9/18/2017	889763 PEREZ-HELLIWELL, JENNIFER	SEPT 2017		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207433	9/18/2017	889763 889763 PEREZ-HELLIWELL, JENNIFER	(Continued)		**Total :**	**50.00**
207434	9/18/2017	892536 PINEYRA, GIOVANNI	08/05/17-09/01/17		TOTAL BODY CONDITIONING INSTRUC	
					017-420-1337-4260	15.00
			08/05/17-09/01/17		TRX STRENGTH TRAINING INSTRUCT(	
					017-420-1337-4260	15.00
					Total :	**30.00**
207435	9/18/2017	887366 PIONEER MANUFACTURING COMPANY	INV652483		PAINT & CLEANER FOR SOFTBALL FIEI	
					017-420-1334-4300	330.06
					Total :	**330.06**
207436	9/18/2017	890536 PRUDENTIAL OVERALL SUPPLY	171014089		UNIFORMS	
					043-390-0000-4310	265.11
					Total :	**265.11**
207437	9/18/2017	102776 RAMIREZ FLORES, NANCY	AUG 2017		MMAP PROJECT ASSISTANT	
					004-2359	256.25
					108-424-3694-4260	256.25
					Total :	**512.50**
207438	9/18/2017	102779 RAMIREZ, THOMAS	AUG 2017		KARATE INSTRUCTOR	
					017-420-1326-4260	450.00
					Total :	**450.00**
207439	9/18/2017	102781 RAMOS, RICHARD	AUG 2017		MMAP INSTRUCTOR	
					001-424-0000-4430	900.00
					108-424-3694-4260	200.00
					Total :	**1,100.00**
207440	9/18/2017	102803 RED WING SHOE STORE	2-216		ANNUAL SAFETY SHOE PURCHASE FC	
				11600	072-360-0000-4310	208.94
			6-233		ANNUAL SAFETY SHOE PURCHASE FC	
				11600	001-310-0000-4310	326.49
				11600	001-346-0000-4310	382.49
				11600	043-390-0000-4310	521.87
				11600	070-383-0000-4310	671.61
				11600	072-360-0000-4310	181.90

vchlist **Voucher List** Page: 15
09/13/2017 1:06:52PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207440	9/18/2017	102803 102803 RED WING SHOE STORE	(Continued)		**Total :**	**2,293.30**
207441	9/18/2017	102818 RELIABLE FENCE CO., INC.	1668		LP PARK FIELD #1 FENCE REPAIRED	
					043-390-0000-4330	650.00
					Total :	**650.00**
207442	9/18/2017	889602 RESPOND SYSTEMS	296787		FIRST AID SUPPLIES	
					041-320-0000-4310	94.65
					070-383-0000-4300	141.20
					072-360-0301-4300	141.20
					Total :	**377.05**
207443	9/18/2017	891121 RIVERA, NICOLE	AUG 2017		EXERCISE INSTRUCTOR-HEALTHY SAI	
					001-424-0000-4430	240.00
			JULY 2017		MMAP MENTOR INSTRUCTOR	
					001-424-0000-4430	180.00
					Total :	**420.00**
207444	9/18/2017	887872 ROSENBERG, IRWIN	REIMB.		REFRESHMENTS PURCHASED-TITLE 1	
					001-222-0000-4360	47.40
					Total :	**47.40**
207445	9/18/2017	887165 RYAN HERCO PRODUCTS CORP	8756906		B-FLY VALVE REPLACEMENT-WELL 7A	
					070-384-0301-4300	524.46
					Total :	**524.46**
207446	9/18/2017	103010 SAM'S CLUB DIRECT, #0402814188546	2227		CAKES & WATER-CITY'S BIRTHDAY	
					001-424-0000-4300	185.40
					Total :	**185.40**
207447	9/18/2017	103038 SAN FERNANDO FLORIST	1717		PLANTS-LP SENIOR CLUB	
					004-2380	54.63
					Total :	**54.63**
207448	9/18/2017	103052 SAN FERNANDO POLICE DEPT.	REIMB		REIMB-UNIFORM PANTS	
					001-226-0230-4430	63.81
					Total :	**63.81**

vchlist **Voucher List** Page: 16
09/13/2017 1:06:52PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207449	9/18/2017	103057 SAN FERNANDO VALLEY SUN	9948		LEGAL PUBLICATION INVITING BIDS	
					001-115-0000-4230	78.13
			9950		LEGAL PUBLICAITON-ORD NO 1668 NE	
					001-115-0000-4230	443.75
					Total :	**521.88**
207450	9/18/2017	892416 SANCHEZ, KARLA	08/05/17-09/01/17		ZUMBA INSTRUCTOR	
					017-420-1337-4260	140.00
					Total :	**140.00**
207451	9/18/2017	892685 SCENARIO COCKRAM	070-2268		EDDY VALVE REFUND	
					070-2266	920.50
					Total :	**920.50**
207452	9/18/2017	891064 SIEMENS INDUSTRY INC	5620016249		ON CALL TRAFFIC SIGNAL MAINTENAN	
				11624	001-371-0301-4300	155.00
			5620017495		ON CALL TRAFFIC SIGNAL MAINTENAN	
				11624	001-371-0301-4300	4,254.37
			5620017640		ON CALL TRAFFIC SIGNAL MAINTENAN	
				11624	001-371-0301-4300	232.50
					Total :	**4,641.87**
207453	9/18/2017	103184 SMART & FINAL	39642		MOCHA MIX	
					001-222-0000-4300	9.99
					Total :	**9.99**
207454	9/18/2017	890553 SMART SOURCE OF CALIFORNIA LLC	1424093		BLUE & GREEN WATER BILLS STOCK	
					070-382-0000-4300	1,742.20
					072-360-0000-4300	1,742.19
					Total :	**3,484.39**
207455	9/18/2017	892367 SOLIS, MARGARITA	REIMB.		L P SENIOR PETTY CASH REIMB.	
					004-2380	55.16
					Total :	**55.16**
207456	9/18/2017	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST	
					043-390-0000-4210	8,585.53
			2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS	

vchlist **Voucher List** Page: 17
09/13/2017 1:06:52PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207456	9/18/2017	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
					043-390-0000-4210	10,809.86
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	
					029-335-0000-4210	1,820.52
					074-320-0000-4210	1,662.72
					043-390-0000-4210	9,850.49
					070-384-0000-4210	468.32
			2-33-746-5215		ELECTRIC-190 PARK	
					027-344-0000-4210	514.69
			2-39-084-2581		ELECTRIC-117 2ND ST	
					043-390-0000-4210	23.74
					Total :	**33,735.87**
207457	9/18/2017	892266 TAKASAWA, KEIKO	08/05/17-09/01/17		ZUMBA INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	**60.00**
207458	9/18/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490	561483		MATL'S FOR CORE DRILLING-WELL 7	
					043-390-0000-4300	180.99
			8582090		PARTS FOR NITRATE CHLORINE ROOM	
					070-384-0301-4300	272.19
			9280374		SALT & PALLET FEE-WELL 2A	
					070-384-0000-4260	336.59
					Total :	**789.77**
207459	9/18/2017	103903 TIME WARNER CABLE	10328082717		CABLE- CITY HALL (09/05/17-10/04/17)	
					001-190-0000-4220	93.91
			222204082017		CABLE-OPS CENTER (08/29/17-09/28/17	
					043-390-0000-4260	98.14
					Total :	**192.05**
207460	9/18/2017	892525 T-MOBILE	958769818		REC PARK HOTSPOT & TABLET CONNE	
					001-420-0000-4220	53.25
					Total :	**53.25**
207461	9/18/2017	892669 TOLEDO, GERALD JERRY	33-1125-00		WATER ACCT REFUND-644 CORONEL	
					070-2010	74.70

vchlist **Voucher List** Page: 18
09/13/2017 1:06:52PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207461	9/18/2017	892669 892669 TOLEDO, GERALD JERRY	(Continued)		**Total :**	**74.70**
207462	9/18/2017	887591 TOM BROHARD & ASSOCIATES	2017-33		PROF TRAFFIC ENGINEERING & TRAN	
				11651	001-310-0000-4270	2,200.00
			2017-36		PROF TRAFFIC ENGINEERING & TRAN	
				11651	001-310-0000-4270	1,100.00
					Total :	**3,300.00**
207463	9/18/2017	103413 TRANS UNION LLC	08706805		CREDIT CHECK SERVICES	
					001-222-0000-4260	84.60
					Total :	**84.60**
207464	9/18/2017	103445 UNDERGROUND SERVICE ALERT	820170681		(75) USA TICKETS & MONTHLY FEE	
					070-381-0000-4260	133.75
					Total :	**133.75**
207465	9/18/2017	888241 UNITED SITE SERVICES OF CA INC	114-56302595		PORTABLE TOILET RENTAL @ 12900 D	
					070-384-0000-4260	136.99
			114-5699919		PORTABLE TOILET RENTALS-501 FIRST	
					043-390-0000-4260	633.95
			114-5711886		PORTABLE TOILET RENTAL-LAYNE PAR	
					043-390-0000-4260	437.52
					Total :	**1,208.46**
207466	9/18/2017	103439 UPS	831954307		COURIER SERVICE	
					001-190-0000-4280	103.20
					Total :	**103.20**
207467	9/18/2017	892490 VALLEY LINE-X	13252		COATING FOR NEW TRUCK-PK4626	
					041-320-0000-4300	600.88
					Total :	**600.88**
207468	9/18/2017	889627 VERIZON CONFERENCING	Z6141056		CONFERENCE CALLS-AUG 2017	
					001-190-0000-4220	12.74
					Total :	**12.74**
207469	9/18/2017	100101 VERIZON WIRELESS-LA	9791382392		PLANNING CELL PHONE PLAN	
					001-140-0000-4220	10.80

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207469	9/18/2017	100101 VERIZON WIRELESS-LA	(Continued)			
			9791429798		VARIOUS CELL PHONE PLANS	
					001-222-0000-4220	217.73
					001-152-0000-4270	114.03
			9791661024		PD CELL PHONE PLANS	
					001-222-0000-4220	291.58
			9791670805		PW CELL PHONE PLANS	
					043-390-0000-4220	22.40
					041-320-0000-4220	22.40
					072-360-0000-4220	0.22
					070-384-0000-4220	112.65
			9791680601		VARIOUS CELL PHONE PLAN	
					001-106-0000-4220	50.53
					070-384-0000-4220	81.40
					Total :	**923.74**
207470	9/18/2017	890970 WEX BANK	51052560		FUEL FOR FLEET	
					041-320-0152-4402	440.52
					041-320-0221-4402	197.53
					041-320-0222-4402	204.34
					041-320-0224-4402	1,168.94
					041-320-0225-4402	3,590.77
					041-320-0228-4402	458.99
					041-320-0311-4402	747.38
					041-320-0312-4402	323.76
					041-320-0320-4402	162.33
					041-320-0346-4402	138.60
					041-320-0370-4402	382.54
					041-320-0371-4402	4.00
					041-320-0390-4402	1,333.92
					041-320-0420-4402	2.00
					007-313-3630-4402	618.22
					029-335-0000-4402	134.84
					070-381-0000-4402	37.58
					070-382-0000-4402	151.25
					070-383-0000-4402	834.37
					070-384-0000-4402	256.24

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207470	9/18/2017	890970 WEX BANK	(Continued)			
					072-360-0000-4402	290.55
					Total :	**11,478.67**
207471	9/18/2017	889138 WIEDER, CAROL	TOD82817		INTERPRETATION SERVICES-TOD MEE	
					001-150-3673-4270	375.00
					Total :	**375.00**
207472	9/18/2017	892672 WILSON, VALERIE	39-2495-03		WATER ACCT REFUND-1419 GRIFFITH	
					070-2010	9.75
					Total :	**9.75**
207473	9/18/2017	103752 ZUMAR INDUSTRIES, INC.	0171439		SIGN DECALS	
					001-370-0301-4300	1,493.47
			0171572		SIGN TOOLS	
					001-370-0301-4300	19.76
			0171682		MISC TOOLS	
					001-370-0301-4300	70.24
					Total :	**1,583.47**

124 Vouchers for bank code : bank3 **Bank total :** **243,743.71**

124 Vouchers in this report **Total vouchers :** **243,743.71**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECK

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206837	8/2/2017	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS - AUGU	
					001-1160	137,987.62
					Total :	**137,987.62**
206838	8/2/2017	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - AUGU	
					001-1160	11,507.58
					Total :	**11,507.58**
206839	8/2/2017	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS - AUGU	
					001-1160	234.96
					Total :	**234.96**
206840	8/2/2017	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS - AUG	
					001-1160	2,371.13
					Total :	**2,371.13**
206841	8/2/2017	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS - AUGUST	
					001-1160	3,005.44
					Total :	**3,005.44**
206994	8/10/2017	100886 LOS ANGELES DAILY NEWS	0010989737		TCSP PROJECT-LEGAL PUBLICATION	
					010-311-6676-4600	3,540.60
					Total :	**3,540.60**
206995	8/10/2017	103648 CITY OF SAN FERNANDO	PR 8-11-17		REIMB FOR PAYROLL W/E 8-4-17	
					001-1003	315,760.37
					007-1003	117.15
					008-1003	1,321.74
					010-1003	635.55
					017-1003	17,432.28
					018-1003	61,425.67
					027-1003	4,224.11
					029-1003	1,846.45
					041-1003	8,549.29
					043-1003	13,054.09
					070-1003	31,836.11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206995	8/10/2017	103648 CITY OF SAN FERNANDO	(Continued)			
					072-1003	24,921.85
					119-1003	1,364.36
					Total :	**482,489.02**
206996	8/15/2017	103057 SAN FERNANDO VALLEY SUN	9931		TCSP PROJECT-LEGAL PUBLICATION	
					010-311-6673-4600	925.00
					Total :	**925.00**
207110	8/24/2017	103648 CITY OF SAN FERNANDO	PR 8-25-17		REIMB FOR PAYROLL W/E 8-18-17	
					001-1003	309,945.63
					007-1003	117.15
					008-1003	1,321.74
					010-1003	635.56
					017-1003	8,417.55
					018-1003	61,719.67
					027-1003	4,364.48
					029-1003	1,846.43
					041-1003	8,468.96
					043-1003	13,636.45
					070-1003	30,395.97
					072-1003	23,397.00
					119-1003	1,364.36
					Total :	**465,630.95**
207111	8/25/2017	889138 WIEDER, CAROL	082117		INTERPRETATION SERVICES-CITY COU	
					001-101-0000-4270	250.00
					Total :	**250.00**
207112	8/25/2017	891301 BERNARDEZ, RENATE Z.	421		INTERPRETATION SERVICES-CITY COU	
					001-101-0000-4270	250.00
					Total :	**250.00**
207113	8/25/2017	103648 CITY OF SAN FERNANDO	SPR 8-25-17		REIMB FOR SPECIAL PAYROLL W/E 8-2	
					001-1003	14,079.08
					Total :	**14,079.08**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12	Vouchers for bank code :	bank3			Bank total :	1,122,271.38
12	Vouchers in this report				Total vouchers :	1,122,271.38

Voucher Registers are not final until approved by Council.

ATTACHMENT "C"

RESOLUTION NO. 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and

WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

AYES: Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5

NOES: None - 0

ABSENT None - 0

Mayor, City of San Fernando

ATTEST:

City Clerk

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

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT "D"

THE CITY OF SAN FERNANDO

MEMORANDUM

To: Margarita Solis, City Treasurer

From: Sandra Franco-Rivas, Senior Account Clerk

Date: September 6, 2017

Subject: Release of Warrants

Due to the lack of a formal City Council meeting on September 5, 2017, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Finance Director. Copy of resolution is attached.

Approval is hereby provided:

Approved: Sonia Gomez-Garcia
Sonia Gomez-Garcia, Interim Finance Director

Approved:
Nick Kimball, Interim City Manager

3

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff City Manager
By: Nick Kimball, Finance Director

Date: September 18, 2017

Subject: Update Living Wage Ordinance

RECOMMENDATION:

It is recommended that the City Council receive and file the report.

BACKGROUND:

1. On April 3, 2000 the City Council adopted Ordinance No. 1514, implementing a Living Wage Ordinance for the City of San Fernando (Attachment "A"). The purpose of the Ordinance is to improve the quality and quantity of services received by the City from its service contractors and to promote an economic environment that protects public resources devoted to social support services. Generally, it applies to service contracts entered into by the City for the furnishing of services to, or for, the City and involves the expenditure in excess of $25,000 for contracts that have a term of at least six months.

2. At that time, employers were initially required to pay a wage of no less than $7.25 per hour if the employer provided health benefits, or $8.50 per hour if the employer did not provide health benefits. The Ordinance also requires that employers provided at least six compensated days off per year for sick leave, vacation, or personal necessity at the employee's request and at least six uncompensated days off per year for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for the year.

3. The Ordinance requires the living wage to be adjusted annually by the City's Purchasing Agent to correspond with any adjustments to retirement benefits paid to members of the California Public Employment Retirement System (CalPERS).

4. In 2006, the City Attorney advised that the City's Purchasing Agent was the City Manager and the adjustments to the Living Wage are based on the Consumer Price Index (CPI) adjustments that San Fernando City PERS retirees receive on an annual basis, with a maximum of five percent.

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

5. The City's adjusted living wage hourly rate in 2010 was $18.13 per hour with employer provided health benefits. However, a review by staff determined that an incorrect methodology was employed in 2010 to establish the living wage rate. Staff recalculated the rate based on the methodology prescribed in the ordinance and confirmed by the City Attorney. The corrected living wage rate, effective July 1, 2013, was $10.56 per hour with employer provided health benefits, or $11.81 without employer provided health benefits.

6. Since there are multiple PERS plans with varying levels of Cost of Living Adjustments (COLA), staff further clarified the calculation methodology. Living Wage will be adjusted using either a) the actual CPI-U for the prior calendar year, as identified by CalPERS, or b) the lowest COLA approved by CalPERS for all plans, whichever is higher (see Attachment "C" for CalPERS' annual notice of COLA).

ANALYSIS:

As the Purchasing Agent, the City Manager shall annually adjust the rate of the living wage, which shall be effective upon publication of a bulletin announcing such adjustment and shall apply prospectively.

Staff has calculated the living wage rate for Fiscal Year 2017-2018 based on the methodology prescribed in the ordinance and updated the information based on the recent 1.3% CPI adjustment for San Fernando CalPERS retirees. The new rate, effective upon publication of a bulletin, will be $11.09 per hour with employer provided health benefits, or $12.34 per hour without employer provided benefits. Please refer to Attachment "B" for additional detail regarding the calculation of San Fernando's living wage rate calculation.

BUDGET IMPACT:

This annual adjustment will have a minimal impact on the City's budget as many service contracts either exceed the living wage or include a CPI escalator to compensate the contractor for cost increases. Additionally, wording regarding the City's living wage is included in all Request for Proposals.

CONCLUSION:

The City Manager adjusts the living wage rate annually to reflect based on the CPI adjustment to retiree payments applied by CalPERS. Pursuant to Ordinance No. 1514, adjustment of the living wage rate shall be effective upon publication announcing such an adjustment and shall apply prospectively. Staff will publish a bulletin noticing the new rate as required by the

Ordinance and ensure that any existing and new service contracts incorporate the applicable living wage hourly rate.

ATTACHMENTS:

A. Ordinance No. 1514 – Living Wage
B. Living wage rate calculation
C. CalPERS 2017 Adjustments to Retiree COLA

ATTACHMENT A

ORDINANCE NO. 1514

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO REGARDING PAYMENT OF A LIVING WAGE AND AMENDING THE SAN FERNANDO CITY CODE

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES ORDAIN AS FOLLOWS:

Section 1. Findings and Intent.

A. The City of San Fernando contracts with numerous private firms for the provision of services to, and for, the City. Many of these service contractors pay their employees wages in an amount at, or slightly above, the minimum required by federal and state law.

B. The quantity and quality of services that the City receives from its service contractors is directly related to the compensation that such firms pay their employees. Those service contractors that underpay their employees tend to experience high employee absenteeism and turnover, as well as lackluster performance.

C. The demand for government social services is impacted by the compensation that the City's service contractors pay their employees. Those employees compensated at minimum wage levels, with little or no health benefits, frequently rely on public funds and personnel for assistance.

D. In enacting this Ordinance, the City intends to require its service contractors to pay those employees performing City-related work the living wage and benefits designated herein. The purpose of this Ordinance is to improve the quantity and quality of services received by the City from its service contractors. It is also the purpose of this Ordinance to promote an economic environment that protects public resources devoted to social support services.

E. The City awards a significant amount of grant funds under programs created by the federal and state governments. The City Council intends that the regulations contained in this Ordinance shall apply to recipients of such funds to the extent allowed by law.

Section 2. Chapter 21A ("Purchasing") of the San Fernando City Code is hereby amended by adding a new Article V to read as follows:

"ARTICLE V. LIVING WAGE

Sec. 21A.29. Purpose and short title.

This article is enacted for the purpose of improving the quantity and quality of services received by the City from its service contractors. It is also the purpose of this article to promote an economic environment that protects public resources devoted to social support services. This article shall be known as the Living Wage Ordinance of the City.

Sec. 21A.30. Definitions.

For the purpose of this part, unless it is plainly evident from the context that a different meaning is intended, the following definitions shall apply:

Aid recipient. Any person that is awarded a grant by the City.

Contractor. Any person that enters into a service contract with the City.

Employee. Any person that both: (i) is employed by an employer or a temporary employment agency; and (ii) expends any of his or her time in the performance of work related to a service contract. "Employee" shall not include managerial, supervisory, and confidential personnel. "Employee" also shall not include persons required to possess an occupational license.

Employer. Any contractor or subcontractor. "Employer" shall not include government entities, exempt non-profit organizations or temporary employment agencies.

Exempt non-profit organization. A corporation that both: (i) is organized under 26 United States Code Section 501(c)(3); and (ii) has a chief executive officer who earns a salary that, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation.

Grant. Any discrete financial assistance awarded by the City in connection with a program funded by the federal or state government.

Service contract. A contract that: (i) is let to a contractor by the City primarily for the furnishing of services to, or for, the City; (ii) involves an expenditure in excess of Twenty five thousand (25,000) dollars and (iii) has a term of at least six (6) months.

Subcontractor. Any person that enters into a contract with a contractor to assist the contractor in the performance of a service contract. "Subcontractor" shall not include any person that is an employee of a contractor.

Temporary employment agency. A contractor that, on a temporary basis, provides the City with one or more employees that work under the City's direction.

Sec. 21A.31. Payment of living wage and benefits.

(a) *Wages.* Employers shall pay employees a wage of no less than the living wage set pursuant to paragraph (d) of this section. Temporary employment agencies shall pay employees a wage of no less than $7.25 per hour.

(b) *Compensated days off.* Employers shall provide at least six (6) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request.

(c) *Uncompensated days off.* Employers shall provide employees at least six (6) uncompensated days off per year for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

(d) *Living wage rate.* The initial rate of the living wage shall be: (i) $7.25 per hour with health benefits, as described in paragraph (e) of this section; or (ii) $8.50 per hour without health benefits, as described in paragraph (e) of this section. As necessary, the purchasing agent shall annually adjust the rate of the living wage to correspond with any adjustments to retirement benefits paid to members of the California Public Employment Retirement System. The adjustment of the living wage rate shall be effective upon publication by the purchasing agent of a bulletin announcing such adjustment and shall apply prospectively.

(e) *Health benefits.* Health benefits required by this article shall consist of the payment of at least $1.25 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the purchasing agent to qualify for the wage rate in paragraph (d) of this section for employees with health benefits.

Sec. 21A.32. Federal earned income credit notification.

Employers shall inform employees making less than twelve ($12.00) dollars per hour of their possible right to the federal Earned Income Credit ("EIC") provided for in 26 United States Code Section 32. Employers shall make available to employees forms describing the EIC, as well as forms required to secure advance EIC payments from the employer.

Sec. 21A.33. Grounds for contract termination.

All service contracts shall provide that violation of this article shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

Sec. 21A.34. Compliance by aid recipients.

Aid recipients who are awarded a grant in excess of twenty five thousand shall comply with the requirements for employers that are set forth in this article.

Sec. 21A.35. Applicability.

(a) *General.* Except as provided in this section, the provisions of this article shall apply to: (i) employers and temporary employment agencies with whom the City executes a service contract after the effective date of this article; (ii) employers and temporary employment agencies with whom the City executes an amendment to a service contract existing on the effective date of this article; and (iii) aid recipients to whom the City awards a grant after the effective date of this article.

(b) *Inapplicable to employers when waiver issued.* This article shall not apply to any person that has been issued a waiver pursuant to paragraph (c) of this section.

(c) *Waiver authorization.* The purchasing agent, with the consent of the City Council, may issue a waiver of the requirements of this article to any person submitting a bid for a service contract upon making a finding that such waiver is necessary to allow the person to compete fairly in the bidding process.

(d) *Inapplicable to recipients of restricted grants.* This article shall not apply to aid recipients unless the city attorney either: (i) determines that application of this article is consonant with the laws governing the award of the particular grant; or (ii) receives a judgment from a court of law, or other tribunal, that indicates application of this article is consonant with the laws governing the award of the particular grant.

Sec. 21A.36. Administration.

(a) *Implementation regulations.* The purchasing agent shall promulgate implementing regulations consistent with this article. At a minimum, such regulations shall include the following: (i) a list of contracts that shall be regarded as service contracts for purposes of Section 21A.30; and (ii) requirements for employer reporting of employee compensation.

(b) *Compliance monitoring.* The purchasing agent shall monitor compliance with this article. Such monitoring shall include investigation of complaints of claimed violations by employees. The purchasing agent shall annually submit to the city council a written report on compliance with this article.

Sec. 21A.37. Notifying Employees

Employers shall give written notification to each current and new employee of his or her rights to receive the benefits set forth in this article. The notification shall be provided in English, Spanish, and other languages spoken by a significant number of employees, and shall be posted prominently in communal areas at the work site.

Sec. 21A.38. Enforcement.

(a) Any aggrieved person may enforce the provisions of this article by means of a civil action.

(b) Any person who violates the provisions of this article or who aids in the violation of any provisions of this article shall be liable for, and the court shall award to the individual whose rights are violated, the following: actual damages; costs; attorney's fees; and not less than two hundred fifty ($250.00) dollars but not more than ten thousand ($10,000) dollars in addition thereto. In addition, the court may award punitive damages in a proper case.

(c) Actions to enforce the provisions of this article must be filed within one (1) year of the alleged violation.

(d) Nothing in this article shall preclude any aggrieved person from seeking any other remedy provided by law.

(e) Nothing in this article shall be construed to limit any aggrieved person's right to bring legal action for violation of other minimum compensation laws.

Sec. 21A.39. No criminal penalty.

Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article."

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remainder of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED this 3rd **day of** April **, 2000.**

MAYOR Silverio Robledo, Mayor

ATTEST: Wilma Miller, City Clerk

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

I, WILMA MILLER, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of San Fernando held on the 3rd day of April, 2000, and was carried by the following roll call vote, to wit:

AYES: Hernandez, Ramos, Di Tomaso, Montanez - 4
NOES: None - 0
ABSENT: Ramos - 1

Wilma Miller
CITY CLERK
Wilma Miller

Living Wage Calculation

ATTACHMENT B

Ordinance # 1514
Tentative Approval: September 5, 2017

Ordinance Requirements:

Requires its service contractors to pay those employees performing City-related work the living wage and benefits.

All Service Contracts with anticipated expenditures over $25,000 and has a term of a minimum of 6 months must comply with the ordinance.

Annual adjustments of living wage rate to correspond to any adjustments to retirement benefits paid to member of CALPERS*.

Per City policy retiree COLA annual increases are CPI rate; not to exceed 5%.

Municipal Code: Sec. 2- 898d Living Wage Rate

Initial Rate w/benefits	$7.25 hr
Initial Rate w/o benefits	$8.50 hr
Temp Agency Emplyee	$7.25 hr (minimum)
Health Benefits	$1.25 hr

Employer/Employee Retirement Contribution Rate: Base = CY 2000

CPI-U Calendar Year*	% +/-	Effective July 1,	LIVING WAGE /WITH BENEFITS LW Rate	COLA Adj Retirees	Adjusted LW Rate
	--	2000	$7.75	$0.00	$7.75
2000	1.6%	2001	$7.75	$0.12	$7.87
2001	2.4%	2002	$7.87	$0.19	$8.06
2002	1.9%	2003	$8.06	$0.15	$8.22
2003	3.3%	2004	$8.22	$0.27	$8.49
2004	3.4%	2005	$8.49	$0.29	$8.78
2005	2.5%	2006	$8.78	$0.22	$9.00
2006	4.1%	2007	$9.00	$0.37	$9.36
2007	0.1%	2008	$9.36	$0.01	$9.37
2008	2.7%	2009	$9.37	$0.25	$9.63
2009	1.5%	2010	$9.63	$0.14	$9.77
2010	3.0%	2011	$9.77	$0.29	$10.06
2011	1.7%	2012	$10.06	$0.17	$10.24
2012**	2.1%	2013	$10.24	$0.21	$10.45
2013**	1.5%	2014	$10.45	$0.16	$10.60
2014**	1.6%	2015	$10.60	$0.17	$10.78
2015**	1.6%	2016	$10.78	$0.17	$10.95
2016	1.3%	2017	$10.95	$0.14	$11.09

NOTES:
*This is from the annual Retiree Cost-of-Living Adjustment adopted by the CalPERS Board.
There are multiple plans and with differing COLA formulas. For purposes of this calculation,
use either the actual inflation rate or lowest COLA is approved by CaLPERS, whichever is higher.
**The amount for Calendar Year 2012 - 2015 were adjusted on 8/1/2016 to reflect the methodology in above.

ATTACHMENT "C"

Pension and Health Benefits Committee

Agenda Item 5e

February 14, 2017

Item Name: Retired Members Cost of Living Report

Program: Benefit Program Services

Item Type: Information Consent

Executive Summary
The annual rate of inflation as measured by the percentage change in the Consumer Price Index (CPI-U) was 1.26 percent through the 12 months ending December 2016. The applicable inflation rate is greater than 1 percent and an adjustment will be paid to all eligible retirees. The impact of the 1.26 percent inflation for the Cost-of-Living-Adjustment (COLA) is reflected in the chart on page 2 for retirees by COLA provision and year of retirement.

Strategic Plan
This item supports the California Public Employees' Retirement System (CalPERS) Strategic Plan Goal B: "Cultivate a high-performing, risk-intelligent, and innovative organization," as well as, our objective to "deliver superior, end-to-end customer service that is adaptive to customer needs."

Background
The Retirement Law provides for the payment of an annual COLA to be paid each May. However, the COLA is limited to the lesser of two numbers, the rate of inflation or the compounded COLA provision contracted by the employer. In addition, if a member's COLA increase is less than one percent in a given year, no COLA increase is applied for that year. Currently 95 percent of CalPERS retirees are subject to a 2 percent COLA provision. Less than 5 percent of all CalPERS retirees are currently subject to a 3, 4 or 5 percent COLA.

Analysis
The United States (US) inflation rate as measured by the percentage change in the CPI-U for the 12 months ending in December 2016 was 1.26 percent. This measure will be used in calculating the 2017 regular COLAs for CalPERS retirees. The US inflation rate one year ago was .120 percent, which resulted in no COLA adjustment for approximately 45 percent of CalPERS retirees. However, the 2017 COLA does factor the 0.120 percent adjustment for all retirees. Over the last 20 years (1996-2016), the inflation rate has averaged 2.3 percent and the long term (1965-2016) inflation rate has averaged 4.1 percent.

The impacts of the 1.26 percent inflation for the COLA are reflected in the chart below for retirees by COLA provision and year of retirement.

COLA Increases in May 2017 for Retirees by Year of Retirement

COLA Provision	Year of Retirement	% COLA Increase Effective May 1, 2017
2% COLA	2004 & Earlier	2%
	2005	1.26%
	2006	1.61%
	2007-2009	1.38%
	2010	1.68%
	2011-2014	1.38%
	2015	1.26%
	2016	Not Eligible
3% COLA	1980 & Earlier	3%
	1981-2014	1.38%
	2015	1.26%
	2016	Not Eligible
4% COLA	1973 & Earlier	4%
	1974-2014	1.38%
	2015	1.26%
	2016	Not Eligible
5% COLA	2014 & Earlier	1.38%
	2015	1.26%
	2016	Not Eligible

Budget and Fiscal Impacts
No budget impacts. See analysis section for financial impacts.

Benefits and Risks
The annual COLA is a statutory requirement. There are no identified risks associated to this informational item.

Attachments
Not applicable.

Donna Ramel Lum
Deputy Executive Officer
Customer Services and Support

Liana Bailey-Crimmins
Interim Deputy Executive Officer
Benefit Programs Policy and Planning

This Page Intentionally Left Blank

4

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Finance Director

Date: September 18, 2017

Subject: Consideration to Approve Amendments to Contracts with JWA Urban Consultants, Inc. and Evan Brooks Associates, Inc. to Provide Community Development Services

RECOMMENDATION:

It is recommended that the City Council:

a. Approve an increase to Contract No. 1866 (Attachment "A") with JWA Urban Consultants, Inc. by $50,000 for a total amount not-to-exceed $75,000; and

b. Approve an increase to Contract 1802 (7 of 16) (Attachment "B") with Evan Brooks Associates, Inc. by $40,000 for a total amount not-to-exceed $125,000; and

c. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. On February 23, 2017, Community Development Director Federico Ramirez announced his resignation from the City, effective March 1, 2017, to pursue another career opportunity.

2. On March 20, 2017, the Interim City Manager proposed a temporary reorganization of the Community Development Department to ensure that day-to-day operations were not significantly impacted until a permanent Director is appointed. The proposed reorganization included:

    a. Holding the vacant Community Development Director open through the end of the fiscal year;

    b. Temporarily appointing the current Associate Planner to Interim Senior Planner with supervisory responsibility over day-to-day operations of the Planning Division;

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

c. Hiring a contract Associate Planner for three days (24 hours) per week through an existing on-call contract with Evan Brooks Associates, to be supervised by the Interim Senior Planner;

d. Temporarily appointing a Community Preservation Officer to Community Preservation Supervisor with supervisory responsibility over the day-to-day operations of Community Preservation (Code Enforcement) and Graffiti;

e. Hiring a contract Building Official for plan check review and other Building Official duties through an existing on-call contract;

f. Department level direction, project management, and oversight, including approval of contracts, purchase orders, invoices, and time off, to be provided by the Interim City Manager; and

g. Continue the proposed reorganization until a permanent or Interim Community Development Director was appointed, at which time staff would revert back to their current positions and the City would discontinue the services of contract staff.

3. On March 20, 2017, the City Council supported the reorganization with the caveat that the Interim City Manager continue to search for an Interim Community Development Director and provide periodic updates.

4. On July 5, 2017, the Interim City Manager executed an Administrative Contract with JWA Urban Consultants, Inc. to provide Interim Community Development Director services for an amount not-to-exceed $25,000 (Attachment “A”).

5. On July 28, 2017, the City’s Associate Planner (temporarily serving as Interim Senior Planner) resigned to accept another position, which left the City with no planner on staff and necessitated continuing the Community Development reorganization as previously proposed.

6. In response, the Interim City Manager authorized additional planning support staff through Evan Brooks Associates, Inc. as well as revised availability at the Planning counter. The Planning counter is currently open for walk-in customers on Mondays and Wednesdays between 8 a.m. and 1 p.m. All other times are by appointment only.

ANALYSIS:

<u>JWA Urban Consultants, Inc.</u>
Jack Wong has provided Community Development consultation and served in the capacity of Interim Community Development Director since July 5, 2017. He has more than 35 years of

experience in Planning and Community Development and has served as the Director of Community Development for the City of Huntington Park and Interim Director of Community Development for the cities of Baldwin Park, Monterey Park, Maywood and San Gabriel.

Mr. Wong's services have been critical to moving the Transit Oriented Development (TOD) Overlay zone project forward and keeping it on the Metro approved schedule. He has also been integral in addressing the staffing shortfall in the Community Development Department. Staff is recommending increasing the contract with Jack Wong Associates and provide funding through March 2018, or until a permanent Director of Community Development is appointed.

Evan Brooks Associates, Inc.
Evan Brooks Associates, Inc. provides urban planning, transportation planning and grant writing services to a number of cities throughout southern California. Evan Brooks Associates, Inc. has provided periodic staff support services to supplement the City's in-house planning staff on an as-needed basis for the past few years. With the resignation of the Community Development Director and Associate Planner, the City required support to provide planning review services. After contacting a number of service providers, it was determined that Evan Brooks Associates, Inc. was the best fit as they provided staff with experience working with San Fernando at a very competitive price.

In order to continue planning review services without interruption, staff is recommending increasing the contract with Evan Brooks Associates, Inc. to provide funding through June 2018, or until a permanent Associate Planner is appointed.

BUDGET IMPACT:

The cost of the proposed contract increases will be offset by savings from the vacant Community Development Director and Associate Planner positions.

CONCLUSION:

Staff recommends approving the increase to both contracts to continue the services required to operate the Planning Division and move forward on a number of critical Planning and Community Development related projects until a permanent Community Development Director is appointed.

ATTACHMENTS:

A. Contract No. 1866
B. Contract No. 1802

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

PROFESSIONAL SERVICES AGREEMENT

JWA Urban Consultants, Inc.

Community Development Project Management Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 5th day July 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and JWA Urban Consultants, a Corporation (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 SCOPE OF SERVICES: 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 TERM: This Agreement shall have a term of twelve (12) months commencing from EFFECTIVE DATE, unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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 which is set forth in **Exhibit "B"** (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 $25,000 (hereinafter, the "Not-to-Exceed Sum"), unless such

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

1.6 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.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager 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 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **Jack Wong** 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 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for 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 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

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

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the 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 DUTY TO PROCURE AND MAINTAIN INSURANCE: 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. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or 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. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT does not have any employees but should CONSULTANT hire an employee, during the term of this Agreement, CONSULTANT shall procure 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.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars

($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: 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 REQUIRED CARRIER RATING: 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 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement, with the exception of Professional Liability insurance, 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 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT 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 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 To the fullest extent permitted by law, the Parties agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

4.2 [Reserved – No Text]

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 subconsultant contracted with CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, defend and hold harmless CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers in the same manner as set forth under Section 4.1 from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of,

the performance of CONSULTANT's subcontractors or subconsultants in the furtherance of CONSULTANT's performance under this Agreement.

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 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 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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 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 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.

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 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, 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 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. 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 FALSE CLAIMS ACT: CONSULTANT 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 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

JWA Urban Consultants, Inc.

PO Box 9493

Marina del Rey, CA 90295
Attn: Jack Wong, President
Phone: 310-347-6310
Fax: none
Email: jwong.jwa@gmail.com

CITY:

City of San Fernando
City Manager's Office
117 Macneil Street
San Fernando, CA 91340
Attn: City Manager
Phone: 818-898-1201
Fax: 818-361-7631

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or 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 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: 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 TIME IS OF THE ESSENCE: CONSULTANT shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the project.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. The parties agree to submit any disputes to nonbinding mediation in the first instance, the cost of which shall be split evenly between the parties. Disputes between the parties that are not resolved in mediation shall be submitted to litigation in a court with appropriate jurisdiction. 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 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party 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 COUNTERPARTS: 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)

PROFESSIONAL SERVICES AGREEMENT
Community Development Project Management Services

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

By: _____
Nick Kimball, Interim City Manager

JWA Urban Consultants, Inc.

By: _____
Name: Jack Wong
Title: President

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT shall provide CITY with approximately 20-30 hours per week in the capacity of Interim Director of Community Development. The required work is comprised of community development project management and administration services and does not include personnel supervision nor handling of personnel matters.

CONSULTANT shall focus on managing, to the best of CONSULTANT's ability, to ensure that the following projects are completed timely:

- METRO TOD Planning Grant: METRO awarded the City of San Fernando, in 2013, a Planning Grant in Round 3 in the amount of $295,698. The grant is for the completion of a Transit Oriented Development (TOD) Overlay in the vicinity of the Metrolink Station. The CITY has hired the firm Sargent Town Planning to complete the TOD Overlay and environmental assessment. The deadline to complete the grant has been extended to March 2018.
- Interim Urgency Ordinance U-1666: The adoption of the Interim Urgency Ordinance to establish an interim moratorium against the establishment of new accessory dwelling units (ADUs) except for those ADUs that are consistent with the new State law, effective January 1, 2017, and as promulgated by AB 2299 and SB 1069.

CONSULTANT shall also conduct, manage, and/or provide the following:

- Provide other project management services, at the direction of the City Manager or designee, for incidental tasks and responsibilities, such as developing and presenting a staff report and PowerPoint presentation to the Planning Commission and/or City Council on Regional Housing Needs Assessment (RHNA) or other community development related subjects.
- Attend City Council meetings, Planning Commission meetings, and other meetings as directed or authorized by the City Manager or designee.
- Discuss community development and planning-related matters with City staff in the Planning, Building & Safety, Community Preservation, Economic Development, and Administration Divisions of the Community Development Department and other City departments as necessary.
- Meet with the City Manager or designee, as frequently as needed and at the convenience of the City Manager or designee, to discuss project and program updates.
- Other miscellaneous tasks, as directed by City Manager or designee.

EXHIBIT "B"

APPROVED RATE SCHEDULE

CONSULTANT agrees to charge the CITY for services provided at $125 per hour. The hourly rate shall apply to time that is related to the performance of CONSULTANT's duties and responsibilities, as listed in the Scope of Services, such as, but not limited to, attending public meetings, City Council meetings, Planning Commission meetings, phone calls, and research. Work completed off-site at CONSULTANT's business office is permissible provided it is pre-approved by the City Manager or designee and the work is detailed in the monthly invoice. CONSULTANT will submit time and materials charges for direct reimbursable costs and out-of-pocket expenses incurred in association with this project. Such expenses include costs for duplication, binding, mailing, transmitting or delivering documents to the CITY, blueprinting, photographic supplies, and similar expenses. For specific project-based work, which is not listed in Scope of Services, the CONSULTANT will discuss, and if acceptable by the CITY, invoice the CITY on a project-by-project basis. Court preparation activities will be charged at regular hourly rate pursuant to then effective annual Fee Schedule. Court related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a rate of 1.5 times hourly rate, with a four-hour minimum.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2017

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 NAME:	
BB&T INSURANCE SERVICES INC OF ORANGE COUNTY PO BOX 61053 ANAHEIM, CA 928036153 (888) 661-3938	PHONE (A/C, No, Ext): (888) 661-3938	FAX (A/C, No): (877) 552-6091
	E-MAIL ADDRESS: Service.center@travelers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
INSURED JWA URBAN CONSULTANTS INC PO BOX 9493 MARINA DEL REY, CA 90295	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 616770807291371 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] HIRED AUTO [X] NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		680-9124H099-17	03/23/2017	03/23/2018	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] [ ]						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED CG D1 05 - BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS ON A PRIMARY AND NON-CONTRIBUTORY BASIS, BUT ONLY AS RESPECTS TO WORK PERFORMED BY OUR INSURED.

CERTIFICATE HOLDER

THE CITY OF SAN FERNANDO
117 N MACNEIL ST
SAN FERNANDO, CA 91340

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 Mary J. Swan

© 1988-2014 ACORD CORPORATION. All rights reserved.

ATTACHMENT "B"

2015

PROFESSIONAL SERVICES AGREEMENT

(On-Call Engineering & Plan Check Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 17th day of August 2015 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Evan Brooks Associates, Incorporated (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" shall refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

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

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

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

WHEREAS, CITY requires the performance of on-call professional engineering and plan check services in connection with the Public Works, Community Development and Parks and Recreation Department's capital improvement projects; and

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

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of August 17, 2015 under Agenda Item Seven (7) ; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

SCOPE AND PROSECUTION OF WORK; COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain proposal entitled: Proposal for Professional Engineering and Plan Check Review Services dated as of July 31, 2015 which included a "Fee Schedule" and is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Compensation Schedule"). CONSULTANT further agrees to furnish to CITY labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONSULTANT nor anyone acting on CONSULTANT's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 TERM:

A. This Agreement shall have a term of Three (3) Years following City Council approval commencing on (August 17, 2015 to August 17, 2018) (hereinafter, the "Initial Term").

B. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of Two (2) years, at the sole and absolute discretion of CITY MANAGER, provided CITY MANAGER issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided herein.

C. 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 <u>COMPENSATION AND COMPENSATION CONTROLS:</u>

A. At the request of City staff, CONSULTANT shall submit a proposal for services to be performed and complete all of the services and tasks for that project or program, at the rates of compensation set forth in that certain compensation schedule set forth within Exhibit of the Scope of Work under the heading the

Compensation Schedule. CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, as requested by the City. CITY shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

B. CONSULTANT understands and agrees that the City does not guarantee or have an obligation to approve ANY proposal for Engineering and Plan Check Services requested by City during the Initial Term of Agreement or the duration of any approved contract extensions.

1.4 PAYMENT OF COMPENSATION:

A. CITY shall compensate CONSULTANT on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONSULTANT and its various employees during the recently concluded month.

B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONSULTANT's monthly invoice.

C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

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

B. Payments for any Extra Work shall be made to CONSULTANT on a time-and-materials basis using CONSULTANT's standard fee schedule.

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

have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representatives") to act as its representative for the performance of this Agreement. The CITY Representative or his designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates Hal Suetsugu, President- Managing Partner, to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;

B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

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

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

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

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

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

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

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

2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the supervision of its employees, agents, contractors, subcontractors and subconsultants and for

the negligent acts and/or omissions of the same. All persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

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

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

A. Business License: CONSULTANT shall procure and maintain a City of San Fernando Business License throughout the Initial Term of Agreement and the duration of any contract extensions.

B. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars ($2,000,000.00) in the aggregate.

C. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

D. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident

for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

E. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and shall be endorsed to include contractual liability.

3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.5 PRIMACY OF CONUSLTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's

commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.

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

3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.

3.10 NO LIMITATION ON LIABILITY: CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth under Article V of this Agreement.

IV.
INDEMNIFICATION

4.1 The Parties agree that City, elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect the City as set forth herein.

4.2 To the fullest extent permitted by law, the Consultant shall (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate

to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

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

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

4.6 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's engineer, elected and appointed officials, officers, employees, agents and

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

4.7 The City does not, and shall not; waive any rights that it may possess against Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT at least five (5) calendar days prior to the effective date of such termination for convenience. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by

CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential.

CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
Evan Brooks Associates, Inc.
Attn: Hal Suetsugu
President- Managing Partner
1030 Arroyo Parkway, Ste. 204
Pasadena, CA 91105
Tel: (626) 799-8011
Fax: (888) 421-8798

CITY:
City of San Fernando
Attn: Chris Marcarello
Deputy City Manager/Public Works Director
117 Macneil Street
San Fernando, CA 91340
Tel: (818) 898-1222
Fax: (818) 361-6728

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

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

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

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

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

have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

6.9 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

6.10 GOVERNING LAW; VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification, or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications, or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party that is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

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

CITY:
City of San Fernando

By: _____

Name: BRIAN SAEKI

Title: CITY MANAGER

APPROVED AS TO FORM:

By: _____
City Attorney

CONSULTANT:

By: _____

Print: HAU SUETSUGU

Title: PRESIDENT - MANAGING PARTNER

This Page Intentionally Left Blank

5

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Anthony Vairo, Police Chief

Date: September 18, 2017

Subject: Consideration to Accept a Donation for the Purchase of a Bullet Proof Vest for the Police Canine

RECOMMENDATION:

It is recommended that the City Council:

a. Accept the donation from the Judy Guth 2016 Trust in the amount of $3,000 for the purchase of a bullet proof vest for the Police Canine; and

b. Authorize the City Manager, or designee, to execute all related documents.

BACKGROUND:

1. The Police Department Canine Unit was established in 1987 and the current Police Canine does not have a bullet proof vest to protect itself from gun fire, which is essential for his safety.

2. On August 22, 2017, the Police Chief received a letter from the Law Offices of Michael Bilson (Attachment "A"), who represents the Trustees of the Judy Guth 2016 Trust. The trust is donating $3,000 to the Police Department Canine Program for the purchase of a bullet proof vest.

ANALYSIS:

The acceptance of this donation and the purchase of the bullet proof vest will increase the safety of the Police Canine during high risk search for violent suspects. Canine Officer Dominguez is currently researching and reaching out to vendors for canine suitable vest.

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

BUDGET IMPACT:

There is no budget impact to the Fiscal Year 2017-2018 General Fund. The donated funds will be deposited into Account No. 001-2887 and it will cover the complete cost of the bullet proof vest.

CONCLUSION:

It is recommended that the City Council accept the donation from the Judy Guth 2016 Trust.

ATTACHMENTS:

A. Letter from the Law Offices of Michael Bilson
B. Receipt form from the Law Offices of Michael Bilson

ATTACHMENT "A"

LAW OFFICES
MICHAEL BILSON
4640 LANKERSHIM BOULEVARD
SUITE 515
NORTH HOLLYWOOD, CALIFORNIA 91602-1848

Ph (818) 980-8393
Fax (818) 980-7021
bilsonm@aol.com

August 22, 2017

San Fernando Police Department - K9 Unit
Attn: Anthony Vairo
910 First St.
San Fernando, CA 91340

RE: JUDY GUTH 2016 TRUST

Dear Mr. Vairo:

As you know, this office represents the Trustees of the Judy Guth 2016 Trust. Pursuant to the Fourth Amendment to the Trust, the Trustees are now prepared to make the full distribution of $3,000.00 (Three Thousand Dollars) to the San Fernando Police Department - K9 Unit.

I will forward this check to you as soon as you sign and return the receipt in the self-addressed, stamped envelope enclosed for your convenience.

We ask that you mail us the signed receipt without delay, so that the distributions can be accomplished as soon as possible.

Please contact this office if you have any questions.

Thank you for your cooperation.

Very truly yours,

MICHAEL BILSON

MB/sm
Encls. (as stated)
cc: Jerry Schiess
Zoltan Kovacs

Attachment "B"

MICHAEL BILSON, 31627
Attorney at Law
4640 Lankershim Boulevard
Suite 512
North Hollywood, CA 91602-1841
Telephone: (818) 980-8393
Fax: (818) 980-7021

Attorney for: Jerry Schiess and Zoltan Kovacs, Co-Trustees

In the matter of:

JUDY GUTH 2016 TRUST

RECEIPT

The undersigned hereby acknowledges receipt from the Co-Trustees of the above-referenced Trust the total trust distribution due to SAN FERNANDO POLICE DEPARTMENT - K9 UNIT in the amount of $3,000.00 (Three Thousand Dollars), in accordance with the terms of said Trust.

Pursuant to the Trust, the use of these funds is designated:

" specifically for purchase of bullet proof vests for the police dogs."

Dated: _____, 2017

SAN FERNANDO POLICE DEPARTMENT - K9 UNIT

By: _____

Print title: ANTHONY VAIRO

6

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Virginia Diediker, Cultural Arts Supervisor

Date: September 18, 2017

Subject: Consideration to Accept and Appropriate the National Endowment for the Arts Grant Award to Support the City of San Fernando Mariachi Master Apprentice Program

RECOMMENDATION:

It is recommended that the City Council:

a. Accept the National Endowment for the Arts Council Grant of $57,000 to support the City's Mariachi Master Apprentice Program (MMAP) through September 30, 2018; and

b. Adopt Resolution No. 7818 (Attachment "A") to increase the revenue and expenditures of Fiscal Year (FY) 2017-2018 Fund 109 budget by $57,000.

BACKGROUND:

1. In 2000, Recreation and Community Services (RCS) staff conducted several meetings with the late Natividad "Nati" Cano, Director and Founder of Mariachi Los Camperos, to discuss the development of a quality youth apprenticeship program in the City of San Fernando to preserve mariachi music and traditions. The City began seeking grant funds to support the Mariachi Master Apprentice Program (MMAP).

2. In January of 2001, MMAP began with grant funds from the National Endowment for the Arts (NEA).

3. On February 18, 2016, RCS staff submitted grant materials to the NEA Art Works: Folk and Traditional Arts Grant.

4. On November 7, 2016, the NEA tentatively recommended funding in the amount of $57,000 to support the MMAP

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

5. On December 7, 2016, the NEA announced the City was awarded $57,000 in the Folk and Traditional Arts Education Discipline to support MMAP (Attachment "B").

ANALYSIS:

Mariachi Master Apprentice Program (MMAP)

MMAP connects grammy award winning mariachi masters with mariachi students to preserve the mariachi music genre. Instruction is on traditional mariachi instruments: violins, guitars, guitarrones, vihuelas, trumpets, and folk harp. Repertoire covers the traditional and popular mariachi music forms: sones, rancheras, huapangos, boleros, and polkas. The students together with their instructors also experience exemplary art works at international mariachi conferences and workshops throughout California and the southwest. This experience allows students to observe, study, and perform with the most prestigious mariachi ensembles in the world that includes: Mariachi Vargas de Tecalitlán, Mariachi Los Camperos de Nati Cano, and Mariachi Sol de Mexico.

The curriculum ingrains an empowering sense of self-confidence, pride, and identity, while providing an outlet for cultural expression in celebration of Mexican heritage. MMAP specific arts/music education outcomes include: 1) development, reinforcement, and application of student instrumental technique; 2) development, strengthening, and application of student musicianship skills; 3) enhancement of student solo and chorus singing skills; 4) performance of traditional and popular mariachi music before the public and with other professional ensembles; and 5) development and fostering of student professionalism and performance etiquette. The preceeding is in accordance with the California Department of Education Music Standards.

Key Artist Instructors

The project distinguishes itself from other mariachi programs due to the involvement of Mariachi Los Camperos de Nati Cano. As Founder and Director of Mariachi Los Camperos and a recognized National Heritage Fellow, the late Mr. Cano, who passed away on October 3, 2014, had a career of 50 plus years for which he received prestigious awards and recognitions including the coveted Silvestre Vargas Award from Mexico and a U.S. Artist Fellowship for his notoriety as an American artist.

The committed artists serving as MMAP instructors have provided a level of quality instruction not available in the community and have also received recognition for professionalism and artistry. As Musical Director for Mariachi Los Camperos, Jesus Guzman is carrying on the legacy of the late Mr. Nati Cano. Jesus Guzman is also an instructor for Ethnomusicology 91K, Music of Mexico, at the University of California, Los Angeles (UCLA). Sergio Alonso, the ensemble's harpist, earned his Bachelor's degree in Ethnomusicology from UCLA's School of the Arts and Architecture as well as a Master's degree in Education. Richard Ramos is an accomplished

musician, performer, and sound technical advisor. Juan Jimenez is considered one of today's finest guitarron players and is also a member of Mariachi Los Camperos.

National Endowment for the Arts (NEA)
The NEA's Art Works grant funding supports the creation of art that meets the highest standards of excellence, public engagement with diverse and excellent art, lifelong learning in the arts, and the strengthening of communities through the arts. NEA supported research has shown that students from low socioeconomic backgrounds who have arts-rich experiences are more likely to achieve key positive outcomes – academically, socially, and civically – compared with their peers who lack access to arts experiences.

Project Source of Funding
The yearly budget for MMAP is approximately $126,950. The NEA grant provides funding to support 45% of all program costs (Attachment "C"). The total amount of the $57,000 NEA grant will be expensed during the grant period of October 1, 2017 through September 30, 2018 to support instructor salaries, travel, and supplies.

BUDGET IMPACT:

There will be no impact to the FY 2017-2018 General Fund. Adoption of the attached Resolution No. 7818 for the National Endowment of the Arts grant in Fund 109 (Grant Fund) will ensure a balance of the revenue and expenditures for the project.

CONCLUSION:

It is recommended that the City Council accept the National Endowment for the Arts Grant Award of $57,000 and adopt a Resolution to increase the revenue and expenditures of FY 2017-2018 Fund 109 budget by $57,000. This funding will ensure that the City of San Fernando Mariachi Master Apprentice Program continues to provide instruction from Grammy award winning mariachi master musicians to youth in a program nationally recognized for excellence.

ATTACHMENTS:

A. Resolution No. 7818
B. National Endowment for the Arts Grant Announcement Listing
C. Grant Summary Form

ATTACHMENT "A"

RESOLUTION NO. 7818

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017-2018 ADOPTED ON JUNE 19, 2017

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2017-2018, commencing July 1, 2017, and ending June 30, 2018; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to accept the National Endowment for the Arts Council Grant of $57,000 to support the City's Mariachi Master Apprentice Program (MMAP) through September 30, 2018; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018, a copy of which is on file in the City Clerk's Office, has been adopted on June 19, 2017.

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

Section 1. The following adjustment is made to the City Budget:

National Endowment for the Arts (Fund 109)

Increase in Expenditures	$57,000
Increase in Revenues	$57,000

PASSED, APPROVED, AND ADOPTED this 18th day of September, 2017.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of September, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk

ATTACHMENT "B"

National Endowment for the Arts

Grant Award #17-5500-7019 Notification Listing



National Endowment for the Arts

City of San Fernando, California (City of San Fernando) 17-5500-7019

San Fernando CA 91340-2911

To support the Mariachi Master Apprentice Program. During weekly after-school programs, master musicians will instruct community youth in playing traditional mariachi instruments, such as the violin, guitar, guitarron, vihuela, trumpet, and folk harp. In addition to receiving instruction, the students will have the opportunity to perform with professional mariachi artists and learn recording studio techniques.

Fiscal Year:	2017	**Congressional District:**	29	**Grant Amount:**	$57,000
Category:	Art Works	**Discipline:**	Folk & Traditional Arts	**Grant Period:**	10/2017 – 09/2018

THE CITY OF SAN FERNANDO

GRANT SUMMARY FORM

CLEAR FORM

This form does not have to be typed. Legible handwritten printing is preferred.

GENERAL INFORMATION

GRANT TITLE	GRANT NO
National Endowment for the Arts Art Works: Folk and Traditional Arts	17-5500-7019
	CFDA NO. 45.024

GENERAL DESCRIPTION OF GRANT WORK SCOPE

To support the Mariachi Master Apprentice Program. During weekly after-school programs, master musicians will instruct community youth in playing traditional mariachi instruments, such as the violin, guitar, guitarron, vihuela, trumpet, and folk harp. In addition to receiving instruction, the students will have the opportunity to perform with professional mariachi artists and learn recording techniques.

GRANTING AGENCY	AGENCY CONTACT	PHONE NO
NEA	William Mansfield	202.682.5678
RESPONSIBLE DEPARTMENT	**DEPARTMENT CONTACT**	**EXTENSION NO.**
Rec. & community Services	Virginia Diediker	155

CITY COUNCIL APPROVAL DATE	APPLICATION DATE	AWARD DATE	ESTIMATED COMPLETION DATE
	February 18, 2016	October 1, 2017	September 30, 2018

GRANT COST AND REVENUE SUMMARY

PROGRAM COST SUMMARY	TOTAL	GRANT PORTION
Staffing Contract Services, Supplies	$	$
and Other Operating Expenditures	$	$
Capital Outlay Indirect Costs @	$	$
_____ % of Direct Costs	$	$
	$	$
TOTAL GRANT COSTS AND REVENUES	$ 0.00	$ 0.00

HOW WAS GRANT PORTION DETERMINED?

In compliance with NEA Arts Work: Folk and Traditional Arts Grant Requirements

IS A BUDGET AMENDMENT REQUEST REQUIRED?

☐ No ☑ Yes *If yes, it should be attached*

OTHER COMMENTS *Note any significate or unusual compliance requirements. Use reverse if necessary to provide additional information.*

Budget Amendment for Increase to Revenue and Expenditures in fund 109

PREPARED BY	DATE
Virginia Diediker	9-11-17

THE CITY OF SAN FERNANDO

GRANT SUMMARY FORM

OTHER COMMENTS *Continued*

Source of Project Funding

The yearly budget for MMAP is approximately $126,950. The NEA grant provides funding to support 45% of all program costs. The $57,000 NEA grant will be expensed during the grant period of October 1, 2017 through September 30, 2018 to support instructor salaries, travel, and supplies.

NEA Grant	**$57,000**	**45%**
Other Funding	**$23,000**	**18%**
City of San Fernando	**$12,000**	**10%**
Partner In-Kind	**$34,950**	**27%**
Total Project Budget	**$126,950**	

National Endowment for the Arts
Art Works: Arts Education
Proposed Budget FY 2017-2018

	NEA Request	Applicant Match	Total Project Budget
1. Artist Fees			
a. Residency Artists	$36,000	$20,000	$56,000
2. Project Support Staff			
a. Project Assistant	$4,500	$4,500	$9,000
3. Other Project Costs			
a. Travel (Out of State and CA	$13,500	$7,000	$20,500
b. Recording Project Instruction	$2,000	$2,000	$4,000
c. Project Assessment (Required NEA Cost)	$2,500		$2,500
TOTAL	**$58,500**	**$33,500**	**$92,000**

Partner In-Kind $34,950

Total $126,950

This Page Intentionally Left Blank

7

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Michael E. Okafor, Personnel Manager

Date: September 18, 2017

Subject: Consideration to Adopt Resolutions Revising Job Specifications for Certain Management Positions and Amending the Salary Plan and the Table of Organization

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 7815 (Attachment "A") revising the job specifications for the City Manager, Director of Community Development, Director of Finance, Director of Public Works/City Engineer, and Director of Recreation and Community Services;

b. Adopt Resolution No. 7816 (Attachment "B") amending the salary plan to reflect the correct job titles and pay;

c. Adopt Resolution No. 7817 (Attachment "C") amending the table of organization to reflect the correct job titles; and

d. Authorize the City Manager to initiate the recruitment process for Director of Community Development, Director of Public Works/City Engineer, and Director of Recreation and Community Services, and make non-substantive edits and execute all related documents as necessary.

BACKGROUND:

1. On October 5, 2015, the City Council approved a contract with the Reward Strategy Group (RSG), Inc. to conduct a classification and compensation study of all job classifications in the City.

2. On July 1, 2016 and January 1, 2017, the City Council approved extension of the contract with RSG for completion of the classification and compensation study of all job classifications in the City.

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

3. On January 2, 2017, Brian Saeki resigned from his position as City Manager.

4. On January 3, 2017, the City Council appointed Nick Kimball as Interim City Manager.

5. On March 1, 2017, Federico Ramirez resigned from his position as Community Development Director.

6. On March 24, 2017, the City retained the services of Bob Murray & Associates for recruitment of a new City Manager.

7. On April 7, 2017, Ismael Aguila resigned from his position as Director of Recreation and Community Services.

8. On April 20, 2017, Chris Marcarello resigned from his position as Deputy City Manager/Public Works Director.

9. On August 7, 2017, the City Council approved Resolution No. 7807 as an amendment to Resolution No. 7692, establishing a new pay and extending Department Head benefits to the position of Police Chief. Resolution No. 7807 also removed the designation of "Deputy City Manager" from the Director of Public Works job classification, and authorized the City Manager, at his or her discretion, to designate no more than one (1) Department Head as "Deputy City Manager" when necessary.

10. On August 21, 2017, the City Council approved Contract No. 1864, appointing Alexander P. Meyerhoff as the new City Manager.

11. On September 8, 2017, Mr. Meyerhoff assumed duty as the new City Manager.

ANALYSIS:

The existing job specifications for "Administrative Officer" (City Manager), Director of Recreation and Community Services, Director of Finance, Director of Community Development, and "Deputy City Manager/Public Works Director" were adopted in 1975, 1994, 2003, 2006, and 2014, respectively, and do not reflect recent City Council approved changes. Although the job duties for the positions have remained primarily the same over the years, some of the job standards, special qualifications, as well as technological requirements have changed. Job expectations and reporting relationships have also changed. For example, the City now has a City Manager form of government, and the Department Head positions no longer report to the Administrative Officer or City Administrator, as per Ordinance No. 1627.

The new job specifications also reflect all the relevant training and experience requirements recommended by RSG from their recent classification study. The proposed job specifications for Director of Public Works/City Engineer will replace the existing specification for "Deputy City Manager/Public Works Director." The new title and proposed duties are intended to save the City money that is normally expended in hiring a separate registered professional engineer or consultant as City Engineer, and instead, attract an experienced professional manager who is also a registered professional engineer.

The amendments to the Salary Plan are necessary to reflect the recently approved pay and benefits for the City Manager and the Police Chief, per Contract No. 1864 and Resolution No. 7807, respectively. The Salary Plan amendment also attempts to address an existing inconsistency in the salary range numbers for non-sworn Department Head positions. For instance, the Director of Community Development is currently compensated at Salary Range No. 76M ($9,176 - $11,153); Director of Finance and Director of Recreation and Community Services, each is compensated at Salary Range No. 75M ($8,951 - $10,880), while the Director of Public Works/City Engineer (formerly Deputy City Manager/Public Works Director) is compensated at Range 79M ($9,881 - $12,009). The Salary Plan is amended to reflect the same salary range (79M) for all non-sworn Department Head positions. This will help to attract quality candidates for the respective positions.

BUDGET IMPACT:

The total projected additional budget impact of the proposed Salary Plan amendment to the General Fund is approximately $21,000 for Fiscal Year (FY) 2017-2018, and $22,400 for FY 2018-2019. The impact to the Retirement Fund is projected at approximately $2,000 for FY 2017-2018, and $2,200 for FY 2018-2019. However, the salary savings from the vacant Department Head positions (i.e., Director of Recreation and Community Services and the Deputy City Manager/Public Works Director) from July 1, 2017 to December 2017 will offset a portion of the aforementioned projected budget impacts.

CONCLUSION:

Adoption of the revised job specifications and amendment of the FY 2017 -2018 Salary Plan and Table of Organization are necessary to accurately reflect recent City Council directions for the City Manager and Police Chief positions, per Contract No. 1864 and Resolution No. 7807, respectively. The amendments will also correct the job titles, as well as address the salary range inconsistencies for Department Head positions, and help attract quality candidates for the existing vacant positions.

ATTACHMENTS:

A. Resolution No. 7815
B. Resolution No. 7816
C. Resolution No. 7817

ATTACHMENT "A"

RESOLUTION NO. 7815

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO. 4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF SUPPLEMENT NO. 174 THERETO

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 174 (Exhibits "A"–"E") covering important and essential duties, job-related and essential qualifications for the following positions and classifications:

CITY MANAGER
DIRECTOR OF COMMUNITY DEVELOPMENT
DIRECTOR OF FINANCE
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DIRECTOR OF RECREATION AND COMMUNITY SERVICES

Supplement No. 174 is hereby adopted and approved as the new official job classifications and definitions, prescribing important and essential duties, job-related and essential qualifications for the positions and classifications set forth above. Copies of Supplement No. 174 are now on file in the office of the City Clerk. Said Supplement No. 174 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 18th day of September, 2017.

Sylvia Ballin, 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 duly adopted and approved at a regular meeting of the City Council of the City of San Fernando held on the 18th day of September, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk

THE CITY OF SAN FERNANDO

EXHIBIT "A"

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
	RESOLUTION NO.	EFFECTIVE DATE
CITY MANAGER	FLSA DESIGNATION EXEMPT	EMPLOYMENT AT-WILL

GENERAL PURPOSE

Under policy direction of the City Council, plans, organizes, coordinates and administers through management staff all City functions and activities; provides policy guidance and coordinates the activities of department heads and staff; fosters cooperative working relationships with citizens, community and business groups and other governmental entities; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The City Manager has overall responsibility for policy development, program planning, fiscal management, administration and operation of all City of San Fernando functions. The incumbent is responsible for accomplishing City Council goals and objectives and for ensuring that the community is provided with desired and mandated services in an effective, cost-efficient manner.

The City Manager is appointed by and serves at the pleasure of the City Council.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, controls, integrates and evaluates the work of all City departments to ensure that operations, services and plans comply with the policies and strategic direction set by the City Council and with all applicable laws and regulations; with department Directors, develops and recommends adoption of the strategic plan and other long- and short-range business, facilities and resource plans; directs the development and implementation of initiatives for service and quality improvement and enhancement.

2. Directs the development of operating and capital improvement budgets for approval and adoption by the City Council; directs and monitors the implementation of adopted budgets; directs and monitors the development, implementation and evaluation of plans, policies, systems, financial strategies and procedures to achieve City goals.

3. Plans and evaluates the performance of department Directors; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; provides compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with the City's personnel rules and policies.

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

4. Provides leadership and professional assistance to department Directors to develop and retain highly competent, customer-service oriented staff through selection, compensation, training and day-to-day management practices that support the City's mission, objectives and values.

5. Makes final interpretations of City regulations and various ordinances, codes and applicable laws to ensure compliance; directs and monitors the City's compliance with federal and state laws, and regulatory, environmental and employee health and safety rules and regulations.

6. Oversees and participates in regional initiatives regarding current and emerging issues; represents the City to elected officials and outside agencies; explains and justifies City programs, policies and activities; negotiates and resolves sensitive, significant and controversial issues.

7. Serves as chief representative in dealings with federal and state agencies, other municipalities and government officials, industry and professional organizations, elected officials from all levels of government, and business and community leaders; serves as public information officer in dealings with the media on difficult, sensitive and potentially volatile matters.

8. Promotes economic development and continued revitalization of the downtown area; directs and monitors the development of major capital improvement projects; oversees the management of the City Redevelopment Successor Agency; directs and monitors the development of major capital improvement projects and regional transportation projects.

9. Directs and oversees the creation and maintenance of comprehensive, effective human resource management programs, policies and systems consistent with the City's vision and values; directs and monitors the City's labor negotiations and labor-management relations programs and initiatives; directs the improvement of management systems, processes and measurement techniques to improve City operations and effectiveness.

10. Directs and oversees the analysis of proposed legislation and regulation; assesses and advises the City Council on regional development and transportation projects and other programs that may positively or negatively impact citizens' economic well-being and/or quality of life.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Theory, principles, practices and techniques of organization design and development, public administration, public financing, financial management and long-range planning as they apply to municipal government administration.

2. Advanced principles, practices and techniques used in the analysis, evaluation, design, planning and project management of large projects, including capital projects.

3. Administrative principles and methods including goal setting and long-range planning, program development and implementation, delegation and employee supervision.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

4. Organization and functions of an elected City Council, the Brown Act and other laws and regulations governing the conduct of public meetings.

5. The federal and state grants process.

6. Principles, practices and methods of administrative, organizational and policy analysis, the legislative process, its steps and influence points.

7. The San Fernando community and issues surrounding quality of life and social needs.

8. Applicable federal and state laws, rules and regulations.

9. Principles and practices of effective management and supervision with an organization-wide perspective.

10. Principles and practices of organization and culture change.

11. Principles and practices of sound business communications.

12. City human resources policies and labor contract provisions.

13. Safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Plan, organize, control, direct, integrate and evaluate a variety of City services, programs and operations.

2. Define complex management, fiscal, budget and strategic planning issues, perform difficult analyses and research, evaluate alternatives and develop sound conclusions and recommendations.

3. Lead and conduct the development of thoughtful, effective strategic plans for the City.

4. Analyze and make sound recommendations on complex public policy, management and administrative issues.

5. Identify issues and concerns and respond to the public, City Council and staff.

6. Provide effective leadership and coordinate the activities of a municipal organization.

7. Select, motivate and evaluate staff and provide for their training and professional development.

8. Develop and implement appropriate procedures and controls.

9. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.

MINIMUM QUALIFICATIONS

10. Understand, interpret, explain and apply applicable laws, codes and ordinances.

11. Be approachable, diplomatic and politically astute, without being political.

12. Represent the City effectively in dealings with other municipalities, community and business organizations, the media and the public in a flexible and unbiased manner and with a high level of integrity.

13. Operate a computer and standard business software and a variety of computer software programs and databases related to the area of assignment.

14. Establish and maintain cooperative working relationships with the City Council and a variety of citizens, public and private organizations, boards, commissions and City staff.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:
Graduation from a four-year college or university with a degree in finance, business administration or public administration, and at least ten years of management and administrative experience in a municipal government or similar public agency setting, at least five of which were at a department head-level or higher; or an equivalent combination of training and experience. A master's degree in business administration or public administration is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet.

THE CITY OF SAN FERNANDO

EXHIBIT "B"

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
DIRECTOR OF COMMUNITY DEVELOPMENT	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION EXEMPT	EMPLOYMENT AT-WILL

GENERAL PURPOSE

Under administrative direction of the City Manager, plans, organizes, integrates and directs the work of the Community Development Department; with the City Manager, develops projects to attract, retain and grow economic development and investment in the City; provides expertise and guidance to management, the City Council, and the Planning and Preservation Commission on planning, land use, design review and code-enforcement issues and solutions to meet the City's strategic goals and business objectives; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Director of Community Development is a single-incumbent position, responsible for policy development, program planning, fiscal management, administration and operation of the divisions of the Community Development Department. The incumbent directs planning, enforcement and inspection activities and services for the City that contribute to a safe and livable community. Within assigned areas of accountability, the incumbent operates with substantial latitude and discretion to achieve effective and efficient utilization of resources.

The Director of Community Development is appointed by and serves at the pleasure of the City Manager and, as part of the executive management team, directs the work of all staff and resources in the Community Development Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, directs, controls, integrates and evaluates the work of the Community Development Department; with management and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.

2. Directs and manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.

THE CITY OF SAN FERNANDO

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.

4. Directs and leads the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.

5. Plans, organizes, coordinates and directs all City community development functions including comprehensive community planning, development and construction plan review and environmental impact assessment, zoning and building codes administration, code enforcement, housing programs and economic development plan implementation.

6. Directs the development and implementation of initiatives and programs to enhance public awareness of and adherence to the City's code enforcement, land use/zoning regulatory oversight and design review processes.

7. Directs and oversees the programs, activities, work processes and service delivery of the City's commercial and residential building plans examination and permitting functions; coordinates or performs development plan review, engineering, planning, zoning and land use review, and commercial and residential building inspections.

8. Serves as the City's Building Official under State of California statute requirements; serves as the key technical advisor to the Planning and Preservation Commission, the City Council Ad Hoc and Specific Plan Update Development Advisory Committees and other designated bodies.

9. Directs and oversees the preparation of analyses and recommendations regarding zoning, regulatory and code requirements that address construction safety, business operations and livability needs; advises and counsels the City Council and the Planning and Preservation Commission regarding policy issues to meet statutory requirements; advises and assists the City Council and the Planning and Preservation Commission in identifying, articulating and implementing land use review, zoning and building policies and codes.

10. Directs and oversees complex planning projects to develop policies, planning recommendations and solutions to long- and short-term problems; conducts and facilitates public meetings, workshops and the resolution of issues regarding the General Plan, Specific Plans, long range plans or major project proposals and their impacts; represents the City in interactions and cooperative arrangements with other local governmental agencies and regional entities regarding transportation programs and services; provides leadership and serves as a subject-matter expert on economic development matters.

11. Directs the department's policies and procedures development and implementation in compliance with federal, state and departmental rules and regulations; establishes and monitors administrative controls and coordinates inspections to ensure conformance.

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

12. Meets with officials and citizens on departmental matters; performs a variety of community outreach duties; directs departmental public-relations efforts.

13. Represents the City in negotiations and interactions with the City Council, governmental agencies, contractors, regulators, professional organizations and citizen groups; negotiates and oversees Fire and EMS services contract; participates in meetings, conferences, conventions and other professional forums to keep abreast of building and development trends and non-regulatory/enforcement strategies.

14. May serve as Deputy City Manager as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Theories, principles, practices and techniques of organization design and development, public administration, public financing, financial management and long-range planning as they apply to a large municipality and its land use review and building code enforcement requirements.

2. Principles, practices and techniques of commercial and residential building construction, urban planning, environmental planning, zoning, design, review and nuisance control/abatement.

3. Theory and advanced principles, practices and techniques of economic and business development, including methods for business attraction and retention.

4. Advanced principles, practices and techniques used in the analysis, evaluation, design, planning and project management of large development projects.

5. Federal, state and local laws, regulations and court decisions applicable to land use regulation and building code enforcement, the California Environmental Quality Act, Subdivision Map Act, planning/zoning codes and Secretary of Interior standards.

6. Principles, practices and methods of financing and budget development and implementation.

7. Research methods and statistical analysis techniques.

8. Principles and practices of effective management and supervision with an organization-wide perspective.

9. Principles and practices of organization and culture change.

10. Principles and practices of sound business communications.

11. City human resources policies and labor contract provisions.

12. Safety policies and safe work practices applicable to the work.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

ABILITY TO:

1. Plan and direct the activities of a community development department.

2. Define complex management, fiscal, budget and development review issues, evaluate alternatives and develop sound conclusions and recommendations.

3. Research, analyze and interpret complex demographic, social and economic data and develop reports, recommendations and supportive materials including technical studies, environmental impact documents, design plans, leases, agreements, options, deeds, contracts, permits and other documents related to community development projects and programs.

4. Communicate tactfully, respectfully and effectively with the public, both orally and in writing, in a manner consistent with the department's policing and customer service policies.

5. Select, motivate and evaluate staff and provide for their training and professional development.

6. Develop and implement appropriate procedures and controls.

7. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.

8. Understand, interpret, explain and apply applicable laws, codes and ordinances.

9. Represent the City effectively in negotiations and other dealings on a variety of difficult, complex, sensitive and confidential issues.

10. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.

11. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:
Graduation from a four-year college or university with a major in urban or regional planning, public administration, law or a related degree; and at least ten years of progressively responsible experience in a municipal planning and/or building department, at least five of which were in a management capacity; or an equivalent combination of training and experience. A master's degree in planning, business administration or public administration is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

THE CITY OF SAN FERNANDO

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet.

THE CITY OF SAN FERNANDO

EXHIBIT "C"

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
DIRECTOR OF FINANCE	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION EXEMPT	EMPLOYMENT AT-WILL

GENERAL PURPOSE

Under administrative direction of the City Manager, plans, organizes, integrates and directs the work of the Finance Department; manages and directs the provision of financial analysis and budgeting, investment and treasury services, accounting, billing, rate and fee setting, contract administration and risk management; provides expertise and guidance to City management and the City Council on budgeting, financial resources and related matters to meet the City's strategic goals and business objectives; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Director of Finance is a single-incumbent position, responsible for policy development, program planning, fiscal management, administration and operation of the divisions of the Finance Department. The incumbent directs comprehensive financial services for the City and Redevelopment Successor Agency, including the issuance of financing vehicles, debt administration, grants administration and the management and investment of funds. Within assigned areas of accountability, the incumbent operates with substantial latitude and discretion to achieve effective and efficient utilization of resources.

The Director of Finance is appointed by and serves at the pleasure of the City Manager and, as part of the executive management team, directs the work of all staff and resources in the Finance Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, directs, controls, integrates and evaluates the work of the Finance Department; with management and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.

2. Directs and manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.

4. Directs and leads the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.

5. Directs and performs the analysis, development, implementation and monitoring of monthly and annual financial statements and schedules including the City Comprehensive Annual Financial Report (CAFR), operating and capital budgets, and enterprise fund statements.

6. Designs and implements an automated and integrated financial accounting system; organizes and administers effective accounts receivables and payables reporting and collection procedures; reviews and audits the City's financial transactions and cash management activities.

7. Develops and reviews reports of findings, alternatives and recommendations involving a broad range of complex revenue, financing and financial management issues; makes presentations to the City Council, commissions, departments, business and community organizations and federal, state and local governmental bodies regarding financing and fiscal status; communicates policies or procedures and resolves issues involving policy direction.

8. Develops strategies and approaches for evaluating revenue alternatives; directs the development of and recommends proposed utility and sewer rates/charges and City fees for service; attends and participates in public meetings and rate hearings; oversees the implementation of new rates following City Council approval.

9. Assists and advises the City Manager and City Treasurer on financing and investment issues and alternatives related to special projects including large economic development projects, City Redevelopment Successor Agency and Recognized Obligation Payment schedule; performs complex financial analyses and makes recommendations for deal structure and funding/financing options; develops strategies to minimize risk and financial exposure; manages City investment portfolios; ensures the identification, administration, payment, audit and compliance activities related to governmental and private grants.

10. Directs, supervises and oversees financial administration of City retirement programs; reviews, negotiates and implements benefits, investment and maintenance activities and related undertakings; serves as a member of the City's labor negotiation team and administers labor contracts after agreement is reached.

11. Directs, plans and coordinates technology system maintenance, upgrades and the installation, implementation and conversion to new applications and related hardware; recommends the selection of information technology maintenance contractors, hardware and software applications; administers

ESSENTIAL DUTIES AND RESPONSIBILITIES

contracts and ensures conformance with contract terms and conditions.

12. Directs the department's policies and procedures development and implementation in compliance with federal, state and departmental rules and regulations; establishes and monitors administrative controls; directs audits of City financial records and reviews findings to ensure audit recommendations and financial controls are properly implemented.

13. Meets with officials and citizens on departmental matters; performs a variety of community outreach duties; acts as a department spokesperson to the media and directs departmental public information efforts.

14. Monitors and analyzes legal, technological and state procedural changes for impact on financial operations; recommends and implements any required financial operation changes; directs the revision and implementation of finance/accounting policies and procedures to comply with new legislation.

15. Represents the City in negotiations and interactions with the City Council, governmental agencies, audit firms, regulators, professional organizations and labor unions; serves as the City's representative to industry groups.

16. Directs, supervises and oversees administration of the Personnel Division.

17. May serve as Deputy City Manager as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Advanced governmental accounting theory, practices and financial statement preparation, as well as state and federal grants management and fund management.

2. Advanced principles, practices and techniques of grant development and administration including contract monitoring and financial/program reporting.

3. Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards and requirements applicable to public agencies.

4. Budgeting, internal control and audit principles and practices.

5. Principles, practices, laws and regulations governing the investment and management of public funds.

6. Federal, state and local laws, regulations and court decisions applicable to the financial administration of a public agency and payroll administration.

7. Administrative principles and methods including goal setting and long-range planning, program development and implementation, delegation and employee supervision.

MINIMUM QUALIFICATIONS

8. Principles and practices of labor management relations, including negotiation, contract administration techniques and the development of labor contracts.

9. Research methods and statistical analysis techniques.

10. Principles and practices of effective management and supervision with an organization-wide perspective.

11. Principles and practices of organization and culture change.

12. Principles and practices of sound business communications.

13. Safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Plan and direct the activities of a finance department.

2. Direct the development and/or analysis of plans, contracts and financial reporting.

3. Evaluate complex investment vehicles and strategies and make sound, prudent investment decisions that maximize financial return while safeguarding the City's assets.

4. Communicate tactfully, respectfully and effectively with the public, both orally and in writing, in a manner consistent with the department's policing and customer service policies.

5. Select, motivate and evaluate staff and provide for their training and professional development.

6. Define issues, analyze problems and complex issues, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.

7. Develop and implement appropriate procedures and controls.

8. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.

9. Understand, interpret, explain and apply applicable laws, codes and ordinances.

10. Represent the City effectively in dealings with other municipalities, community and business organizations, the media and the public.

11. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.

12. Establish and maintain effective working relationships with all those encountered in the course of work.

THE CITY OF SAN FERNANDO

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:
Graduation from a four-year college or university with a major in accounting, business or public administration or a closely related field, and at least ten years of progressively responsible experience in performing complex financial, statistical and budgetary analyses, at least five of which were at a senior manager level in a municipality or governmental agency; or an equivalent combination of education, training and experience. A master's degree in business administration or public administration is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

License as a Certified Public Accountant is desirable.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet.

THE CITY OF SAN FERNANDO

EXHIBIT "D"

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION EXEMPT	EMPLOYMENT AT-WILL

GENERAL PURPOSE

Under administrative direction of the City Manager, plans, organizes, integrates and directs the work of the Public Works Department, which includes engineering, maintenance of city infrastructure, parks, facilities and the treatment and distribution of water; manages the solid waste and street sweeping contracts; provides expertise and guidance to management and the City Council on infrastructure maintenance, capital improvement planning, design and implementation in order to meet the City's strategic goals and business objectives; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Director of Public Works/City Engineer is a single-incumbent position, responsible for policy development, program planning, fiscal management, administration and operation of the divisions of the Public Works Department. Within assigned areas of accountability, the incumbent operates with substantial latitude and discretion to achieve effective and efficient utilization of resources.

The Director of Public Works/City Engineer is appointed by and serves at the pleasure of the City Manager and, as part of the executive management team, directs the work of all staff and resources in the Public Works Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, directs, controls, integrates and evaluates the work of the Public Works Department; with management and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.

2. Directs and manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.

4. Directs and leads the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.

5. Plans, organizes, coordinates and directs all City Public Works functions including planning and administering all aspects of the following: Public Works capital improvement projects; streets and sanitation, including construction and maintenance of streets, sidewalks, storm drains and lateral sewer lines; facilities maintenance for City buildings and grounds; parks, trees and landscape maintenance; installation and repair of electrical facilities such as street lighting, fire alarms, water equipment and communications systems; equipment maintenance for police vehicles, construction equipment, fleet vehicles and other motorized equipment; the planning, design, installation and maintenance of traffic signs, signals and markings, as well as water treatment and distribution.

6. Directs and manages the development of complex engineering designs, environmental documents, plans, specifications and cost/budget estimates, and reviews project packages to ensure projects are safe, functional, constructible and cost effective, and are in compliance with regulatory requirements.

7. Functions as contract administrator and project manager for engineering and construction projects, directs and oversees the selection and management of consulting engineers, contracted design and support functions, environmental compliance processes, permitting, construction management and project management; oversees permit administration and inspection; manages and regulates all activities of the public right-of-way with regard to land and property developments and permitting, street vacations, license agreements, public easements, and various engineering studies.

8. Directs and approves Public Works conditions for conditional use permits, variances, parcel and tract maps, and master plans.

9. Works closely with the City Manager, City Council, other City departments, other public and private organizations and agencies, and citizen groups in developing an integrated approach to solving problems, and in formulating programs and projects for implementation; represents the City in interactions and cooperative arrangements with citizens, other local governmental agencies and regional entities regarding capital improvement projects and other community issues involving multiple departments.

10. Directs and monitors the City's compliance with regulatory, environmental and employee health and safety rules, regulations and laws; directs and oversees the preparation of analyses and recommendations to enhance water sources and uses, address water quality issues and protect environmental resources; participates in regional initiatives regarding current and emerging water issues.

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

11. Through subordinate managers, directs the department's policies and procedures development and implementation in compliance with federal, state and departmental rules and regulations; establishes and monitors administrative controls and coordinates inspections to ensure conformance.

12. Prepares City Council agenda reports/resolutions and makes presentations to the Council; responds to data requests and audits by state, federal and other agencies.

13. Represents the City in negotiations and interactions with the City Council, governmental agencies, audit firms, regulators and professional organizations; serves as the City's representative to industry groups.

14. May serve as a member of the City's management team with regard to collective bargaining negotiations with its employee units.

15. May serve as Deputy City Manager as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Theories, principles, practices and techniques of civil engineering, including the planning, design, construction, contract management and inspection of municipal public works.

2. Theories, principles, practices and techniques of street maintenance, pavement management, equipment maintenance, storm drainage system maintenance, solid waste operations, water system maintenance, facilities maintenance, traffic signals, capital projects and public utilities.

3. Methods and techniques of traffic and transportation engineering.

4. Advanced principles, practices and techniques used in the analysis, evaluation, design, planning and project management of large construction, maintenance and repair projects.

5. Advanced principles and practices of land surveying, plans and specifications, development fees, and right-of-way acquisitions.

6. Highly developed operational parameters of irrigation, drainage, water supply, flood control, highways, water and sewage treatment, foundations, grading and bridges.

7. Information technology and computer capabilities applicable to assigned engineering functions, including geographical information systems (GIS) at an advanced user level.

8. Administrative principles and methods including goal setting and long-range planning, program development and implementation, delegation and employee supervision.

9. Federal, state and local laws, including Subdivision Map Act and California Environmental Quality Act, policies and directives applicable to areas of responsibility.

MINIMUM QUALIFICATIONS

10. Principles, practices and methods of financing and budget development and implementation.

11. Research methods and statistical analysis techniques.

12. Principles and practices of effective management and supervision with an organization-wide perspective.

13. Principles and practices of organization and culture change.

14. Principles and practices of sound business communications.

15. City human resources policies and labor contract provisions.

16. Safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Plan, direct, manage, coordinate and integrate the work of a department providing engineering, traffic engineering, land development, capital projects, maintenance, and water treatment and distribution.

2. Define complex management, fiscal, budget and strategic planning issues; perform difficult analyses and research, evaluate alternatives, and develop sound conclusions and recommendations.

3. Communicate tactfully, respectfully and effectively with the public, both orally and in writing, in a manner consistent with the department's customer service policies.

4. Provide effective leadership and coordinate the activities of a municipal organization.

5. Select, motivate and evaluate staff, and provide for their training and professional development.

6. Analyze and make sound recommendations on complex issues.

7. Develop and implement appropriate procedures and controls.

8. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.

9. Understand, interpret, explain and apply applicable laws, codes and ordinances.

10. Be approachable, diplomatic and politically astute, without being political.

11. Represent the City effectively in dealings with other municipalities, community and business organizations, the media and the public in a flexible and unbiased manner and with a high level of integrity.

12. Operate a computer and standard business software and a variety of computer software programs and

MINIMUM QUALIFICATIONS

databases related to area of assignment.

13. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from an accredited four-year college or university with a major in civil engineering or a closely related field, and ten years of public works experience that includes water operations and at least two years at the level of the Principal Civil Engineer class, including five years of management-level experience; or an equivalent combination of training and experience. A master's degree in business administration or public administration is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

Possession of a valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program is required.

Possession of a valid certificate of registration as a Professional Civil Engineer issued by the California State Licensing Board is required.

Possession of a valid certificate as a Land Surveyor issued by the California State Licensing Board is desirable.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.
Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple

PHYSICAL AND MENTAL DEMANDS

concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet.

THE CITY OF SAN FERNANDO

EXHIBIT "E"

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
DIRECTOR OF RECREATION AND COMMUNITY SERVICES	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION EXEMPT	EMPLOYMENT AT-WILL

GENERAL PURPOSE

Under administrative direction of the City Manager, plans, organizes, integrates and directs the work of the Recreation and Community Services Department; manages and directs a comprehensive program of cultural, recreational and community activities, events and services; oversees usage of parks and facilities; provides expertise and guidance to management, the City Council, and the Parks, Wellness and Recreation Commission on the delivery of recreational and community services and the facilities needed to meet the City's strategic goals and business objectives; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Director of Recreation and Community Services is a single-incumbent position, responsible for policy development, program planning, fiscal management, administration and operation of the divisions of the Recreation and Community Services Department. The incumbent directs city-wide recreation, cultural and community services programs, including year-round lunch programs, senior center activities and services, youth sports, and after-school and summer programs, as well as manage the activities and operations of multiple community centers. Within assigned areas of accountability, the incumbent operates with substantial latitude and discretion to achieve effective and efficient utilization of resources.

The Director of Recreation and Community Services is appointed by and serves at the pleasure of the City Manager and, as part of the executive management team, directs the work of all staff and resources in the Recreation and Community Services Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, directs, controls, integrates and evaluates the work of the Recreation and Community Services Department; with management and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.

2. Directs and manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including

ESSENTIAL DUTIES AND RESPONSIBILITIES

termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.

3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.

4. Directs and leads the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.

5. Plans, organizes, integrates and directs the development, implementation, administration and evaluation of major program areas on a citywide basis; directs and participates in the assessment of city-wide and regional recreational, cultural and community service program needs and ensures department objectives and resources are focused on meeting those needs; identifies, develops, recommends and implements programs, curriculum and activities to meet community needs; researches new and innovative programs and trends and adapts and introduces programs to meet local needs; evaluates program effectiveness and initiates, terminates, improves or expands programs and partnerships as needed.

6. Plans and directs the management and operation of the City's specialized cultural programs, including operation of a city-owned museum, visual and performing arts programs and classes; promotes public art and arts and crafts programs; serves as a resource to local artists, non-profit agencies and the community regarding the establishment and enhancement of local performing and visual artists; directs the presentation of performing art programs at City-sponsored events and stages.

7. Plans and directs the development of a parks master plan, including community center facilities located within these areas; participates in regional recreational and community planning activities.

8. Performs community outreach and develops partnerships in order to expand programs and services for citizens and to build strong relationships with community groups, schools and educational institutions, not-for-profit organizations and businesses; negotiates and monitors partnerships, sponsorships and other program arrangements; resolves issues of service provision, facility acquisition and usage and program concerns, complaints and problems.

9. Researches, compiles and prepares statistical reports and studies; manages and participates in performing research, analysis and the preparation of a variety of studies and reports on human services and recreation service provisions and programs; researches and analyzes demographic data and trends; prepares or oversees the preparation of printed and online materials including recreation and class guides, service brochures and registration.

10. Negotiates, prepares and administers contracts and agreements; researches, prepares and/or oversees the preparation of complex grant and funding applications and proposals; performs cost-benefit and

ESSENTIAL DUTIES AND RESPONSIBILITIES

other types of analyses of revenue-generating programs.

11. Directs the department's policies and procedures development and implementation in compliance with federal, state and departmental rules and regulations; establishes and monitors administrative controls and coordinates inspections to ensure conformance.

12. Represents the City in negotiations and interactions with the City Council and the Parks, Wellness and Recreation Commission, governmental agencies, professional and not-for-profit organizations and sports leagues; serves as the City's representative to industry groups.

13. May serve as Deputy City Manager as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Theories, principles, practices and techniques of organization design and development, public administration, public financing, financial management and long-range planning as they apply to a large municipal recreation, cultural and community services program.

2. Advanced principles, practices and techniques used in the analysis, evaluation, design, planning and implementation of large recreation, cultural and human services projects.

3. Advanced principles, practices and techniques involved in facilities management and programming.

4. Principles and practices of needs assessment, program implementation and program evaluation.

5. Administrative principles and methods including goal setting and long-range planning, program development and implementation, delegation and employee supervision.

6. Federal, state and local laws, policies and directives applicable to areas of responsibility including OSHA rules and regulations and the Americans with Disabilities Act.

7. Principles, practices and methods of financing and budget development and implementation.

8. Principles and practices of grant development and administration including grant contract monitoring and financial/program reporting.

9. Research methods and statistical analysis techniques.

10. The San Fernando community and issues surrounding quality of life and social needs.

11. Principles and practices of effective management and supervision with an organization-wide perspective.

12. Principles and practices of organization and culture change.

MINIMUM QUALIFICATIONS

13. Principles and practices of sound business communications.

14. City human resources policies and labor contract provisions.

15. Safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Plan and direct the activities of a recreation and community services department.

2. Identify, develop and implement a variety of large programs to various targeted populations, sometimes with competing interests.

3. Communicate tactfully, respectfully and effectively with the public, both orally and in writing, in a manner consistent with the department's policing and customer service policies.

4. Select, motivate and evaluate staff and provide for their training and professional development.

5. Define issues, analyze problems and complex issues, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.

6. Develop and implement appropriate procedures and controls.

7. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.

8. Understand, interpret, explain and apply applicable laws, codes and ordinances.

9. Report child or elder abuse, neglect or domestic violence in accordance with mandated reporting requirements.

10. Represent the City effectively in dealings with other municipalities, community and business organizations, and the public.

11. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.

12. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from a four-year college or university with a major in recreation, human services, social services or a closely related field, and ten years of experience in the operation of a large, complex parks and recreation, cultural services or community services program that includes five years of management-level

MINIMUM QUALIFICATIONS

experience; or an equivalent combination of training and experience. A master's degree in business administration or public administration is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Current CPR and first-aid certifications are required.

Certified Park and Recreation Professional (CPRP) certification from the National Recreation and Parks Association or similar certification is desired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet. The employee frequently works in outdoor weather conditions, extreme heat or cold and wet or humid conditions; and where the noise level may be loud.

ATTACHMENT "B"

RESOLUTION NO. 7816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF SECTIONS 2 AND 3 OF RESOLUTION NO. 7796, THE FISCAL YEAR 2017-2018 SALARY PLAN, ADOPTED JUNE 19, 2017.

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

SECTION 1: That that portion of subsection (A) of Section 2, and subsections (E) and (H) of Section 3 of Resolution No. 7796, the Fiscal Year (FY) 2017-2018 Salary Plan, adopted June 19, 2017, as amended, be further amended by deleting the titles/classifications, salary range numbers, and salary steps for "City Manager," "Community Development Director," "Deputy City Manager/Public Works Director," "Director of Recreation & Community Services," "Finance Director," and "Police Chief," and adding thereto the titles/classifications, salary range numbers, and salary steps for the following positions as follows:

CLASSIFICATION	SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
City Manager	FLAT RATE	197,720/YEAR				
Director of Community Development	79M	9881	10375	10893	11439	12009
Director of Finance	79M	9881	10375	10893	11439	12009
Director of Public Works/ City Engineer	79M	9881	10375	10893	11439	12009
Director of Recreation & Community Services	79M	9881	10375	10893	11439	12009
Police Chief	FLAT RATE	162,400/YEAR				

SECTION 2: That that portion of subsections (E) and (H) of Section 3 of Resolution No. 7796, the Fiscal Year (FY) 2017-2018 Salary Plan, adopted June 19, 2017, as amended, be further amended by deleting all applicable items pertaining to salary and benefits for Police Chief and City Manager, and replacing them with Council approved stipulations as per Resolution No. 7807, adopted August 7, 2017, and Contract No. 1864, adopted August 21, 2017, respectively.

SECTION 3: Except as amended herein, all other provisions of the Resolution No. 7796, the FY 2017-2018 Salary Plan, adopted June 19, 2017, remains unchanged and in full force and effect.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

ADOPTED AND APPROVED this 18th day of September, 2017.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chavez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was duly adopted and approved at a regular meeting of the City Council of City of San Fernando held on the 18th day of September, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chavez, City Clerk

ATTACHMENT "C"

RESOLUTION NO. 7817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF SECTION 1 OF RESOLUTION NO. 7797, THE FISCAL YEAR 2017-2018 TABLE OF ORGANIZATION, ADOPTED JUNE 19, 2017

WHEREAS, the City Council of the City of San Fernando has adopted the Fiscal Year (FY) 2017-2018 Table of Organization on June 19**,** 2017, per Resolution No. 7797; and

WHEREAS, the Table of Organization as adopted for FY 2017-2018 has provisions for assignment of various positions and classifications to specific departments, divisions and activities by titles and numbers; and

WHEREAS, the City Council adopted new job specifications for Director of Community Development, Director of Finance, and Director of Public Works/City Engineer that impacted the assignment of certain positions and classifications; and

WHEREAS, it is necessary that said positions and classifications be assigned to specific departments, divisions and activities by titles and numbers;

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

SECTION 1: That that portion of the said Table of Organization adopted on June 19, 2017, per Resolution No.7797, be further amended by deleting the following job titles listed under "Community Development Department," "Finance Department," and "Public Works Department," and replacing with the correct titles as follows:

DEPARTMENT/TITLE POSITION	BUDGETED HOURS PER WEEK	FULL-TIME EQUIVALENT (FTE) STATUS	AVERAGE NUMBER OF PERSONNEL IN POSITION
Community Development			
Director of Community Development	40	1	1
Finance			
Director of Finance	40	1	1
Public Works			
Director of Public Works/City Engineer	40	1	1

SECTION 2: Except as amended herein, all other provisions of the said Table of Organization adopted on June 19, 2017, per Resolution No.7797, remain unchanged and in full force and effect.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 18th day of September, 2017.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chavez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was duly approved and adopted at a regular meeting of the City Council of the City of San Fernando held on the 18th day of September, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chavez, City Clerk

8

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Finance Director

Date: September 18, 2017

Subject: Consideration to Approve a Maintenance Agreement between the City and E.B.F. Fowler Family, LLC for Real Property Located at 800 Truman Street

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a Maintenance Agreement (Attachment "A" - Contract No. 1865) instituting a $1,000 per month parking maintenance agreement with E.B.F. Fowler Family, LLC for real property located at 800 Truman Street; and

b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. The City of San Fernando ("City") owns the parking structure identified as City Parking Lot No. 2N located at the southeast corner of South Brand Boulevard and Truman Street at 800 Truman Street, San Fernando, CA 91340; Los Angeles County Assessor's Parcel Number 2522-015-902) that was developed in or about 1970.

2. The E.B.F. Fowler Family, LLC (hereafter "Fowler") owns the real property at the northeast corner of the intersection of San Fernando Road and South Brand Blvd. Constructed on the property is a commercial building (the "Fowler Building"), presently leased to Bank of America et al.

3. Bank of America ("Bank") and the City entered into a lease agreement (the "Agreement") for parking with the City dated as of August 1, 1970, which was fully executed on or about November 17, 1970.

4. The Agreement provides for, among other things, the leasing of a portion of the City's parking structure for use by employees, patrons and other invitees of the consumer bank operations.

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

5. Construction of the Parking Lot was completed September 1, 1971 and beneficial use of the parking structure began on or about September 1, 1971, which provided for exclusive parking spaces for Bank of America employees and customers within the parking structure as well as general parking for other customers within the City, including other tenants of the Fowler Building.

6. The lease between the Bank and the City has a term of 50 years (i.e., it expires on September 1, 2021) and prescribes a monthly rental rate of $1,066.67. Section 3.3 of the Agreement authorizes agreed upon rent adjustments to market rate every five (5) years. The City has not adjusted the rental rate since execution of the Agreement.

7. In 2016, toward the end of the ninth (9^{th}) five-year rental cycle, staff notified Fowler and the Bank of the City's intention to adjust the rent to market rate as prescribed in the Agreement.

ANALYSIS:

To avoid increasing parking costs for their tenant, Fowler desires to enter into a Parking Maintenance Agreement with the City to pay the additional parking costs. The proposed Parking Maintenance Agreement meets the City's objective of generating additional revenue from use of the Parking Structure while also meeting the Fowler's desire to pay the costs on behalf of their tenant.

BUDGET IMPACT:

The City is currently receiving $1,066.67 per month, or $12,800 per year, from Bank of America for lease of parking spaces at Lot 2N. The City has negotiated an additional $1,000 per month, or $12,000 per year, to be paid by the Fowler's for maintenance of parking spaces at Lot 2N. The additional funds will be applied to the downtown parking maintenance fund and used toward the maintenance of the public parking facilities in the downtown area.

CONCLUSION:

The proposed Agreement will result in additional revenue from leased spaces in lot 2N available for maintenance of public parking facilities in the downtown area.

ATTACHMENT:

A. Contract No. 1865

ATTACHMENT "A"
CONTRACT NO. 1865

2017
PARKING LOT MAINTENANCE AGREEMENT
BETWEEN CITY OF SAN FERNANDO and E.B.F. FOWLER FAMILY, LLC

Recitals

THIS PARKING LOT MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 1st day of August 2017 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City") and E.B.F. FOWLER FAMILY, LLC ("Fowler").

RECITALS

WHEREAS City owns the parking structure identified as City Parking Lot No. 2N located at the southeast corner of South Brand Boulevard and Truman Street at 800 Truman Street, San Fernando, CA 91340; Los Angeles County Assessor's Parcel Number 2522-015-902) that was developed in or about 1970 (hereinafter, the "Parking Structure"); and

WHEREAS Fowler owns the real property at the northeast corner of the intersection of San Fernando Road and South Brand Blvd. Constructed on the property is a commercial building (the "Fowler Building"), presently leased to Bank of America National Trust and Savings ("Bank").; and,

WHEREAS, City; Bank and Ethel B. Fowler, a widow, Melvin Fowler, a married man as his sole and separate property and Leland C. Fowler, a married man as his sole and separate property (collectively, the "Fowler Family") are parties to an agreement dated as of August 1, 1970 and fully executed as of September 22, 1970 (the "Three Party Agreement"); and

WHEREAS, the Three Party Agreement provides for the leasing of a portion of the Parking Structure by City to the Fowler Family; the vacation of a public alley and the establishment of easements all in connection with the anticipated construction of Parking Lot No. 2N and the eventual use of a portion of the parking lot by the Fowler Family and commercial tenants and customers of the Fowler Building (E.B.F. Fowler Family, LLC is _____ to the Fowler Family); and

WHEREAS, City and Bank are also parties to a parking structure lease agreement dated August 1, 1970, but which was fully executed on or about November 17, 1970 (hereinafter, the "Parking Structure Lease Agreement"); and

WHAREAS, the Parking Structure Lease Agreement also set forth terms for the construction of Parking Lot No. 2N, its repair and maintenance and the payment of rent by Bank to City for the use of a portion of Parking Lot 2N; and

WHEREAS, the Parking Structure Agreement will expire on its own terms on July 31, 2021 in so far as the agreement has a term of fifty (50) years commencing from the earlier of the

AGENDA DRAFT

following: August 1, 1971 the date the parking structure contemplated under the Parking Structure Agreement was completed; and

WHEREAS it is important to Bank, Fowler and City to maintain the parking structure and make available parking to patrons of the merchants in the City of San Fernando; therefore Fowler and City have caused this Agreement to be executed to further provide for maintenance of the Parking Structure; and

WHEREAS, this Agreement was approved by the San Fernando City Council at its Regular Meeting of _____ 2017 under Agenda Item No. _____.

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

Agreement

1. **Term**. Except for the conditions of termination set forth in paragraph 4, hereof, this Agreement shall have a term of TWENTY (20) years commencing as of the Effective Date. Fowler shall hold one (1) option to extend the initial term of this Agreement for a maximum of four years. Fowler shall exercise the option not less than one hundred and eighty (180) calendar days prior to the expiration of the initial Term. The failure of Fowler to timely exercise such option shall result in the automatic termination of this Agreement upon the expiration of the initial term.

2. **Consideration**. As consideration for this Agreement, Fowler shall pay to City a fee of One Thousand Dollars ($1000) per month ("Parking Space Maintenance Fee") beginning August 1, 2017. The Parking Space Maintenance Fee shall be due and payable to City by the close of business by or before the 1st Monday of each month. The Parking Space Maintenance Fee shall increase by 2% on August 1, 2018 and each anniversary, thereafter. A default in payment of the Parking Space Maintenance Fee is defined to mean the failure to pay one or more maintenance fee payments that remain unpaid for a period of 180 days after written notice from the City of nonpayment.

3. This Agreement shall be effective _____, 2017 (the "effective date") and continue for the term as stated above. The parties acknowledge that the Three Party Agreement which includes Fowler, City and Bank is set to expire by its terms on _____20___.. Likewise, the Parking Structure Lease Agreement between City and Bank is set to expire on by its own terms on _____ 20____. Upon the expiration of the Three-Party Agreement and the Parking Structure Lease Agreement, this Agreement shall continue to govern the relationship of the parties hereto. Upon the expiration of the Parking Structure Lease Agreement and the Three-Party Agreement and City's duties and obligations to Bank under the same, City, in its sole and absolute discretion, reserves the right to enter into a new with Bank or any other entity for the non-exclusive use of any portion of the Parking Structure. .

4. **Fowler Building Tenants.** Presently, Bank is the primary tenant in the Fowler Building. Under current City code provisions, banks are exempt from the general parking gross revenue

AGENDA DRAFT

tax. So long as any bank remains a tenant in the Fowler Building, this Agreement shall apply to Fowler. Should a bank no longer be a tenant in the Fowler Building, or should the bank tenant cease banking operations, then, the City code provision for parking applicable to the tenant's activity shall apply, including, but not limited to, business and parking improvement areas, benefit zones, et cetera, and this Agreement shall terminate, including any obligation to pay the Parking Space Maintenance Fee.

5. **Right to Relocate Parking**. During the term of this Agreement , including all extensions thereof, the City may relocate the parking from the parking structure to other parking facilities owned by City within six hundred (600) feet of the Fowler Building upon one hundred and twenty (120) days notice to Fowler and any tenant of Fowler.

6. **Assignment**. Fowler shall notify any subsequent purchaser of the Fowler Building of the obligations under this Agreement, the Three Party Agreement and the Parking Structure Lease Fowler may not assign its interest in this Agreement, the Three-Party Agreement or any rights, duties or obligations set forth therein without the prior written consent of City, which shall not unreasonably be withheld. Upon such assignment, all rights, duties, obligations set forth in the Three-Party Agreement and this Agreement, including but not limited to the duty to pay the Parking Structure Maintenance Fee, shall transfer to and be assumed by the assignee. Not less than forty five (45) calendar days prior to any contemplated opening of sale escrow for the sale of the Fowler Building by the Fowlers to any third-party, the Fowler's shall provide written notice to City of such pending sale. As a condition to the close of sale escrow, (i) the prospective buyer of the Fowler Building shall be required to assume all rights, duties and obligations set forth in this Agreement and the Three-Party Agreement; and (ii) Fowler shall likewise be required to assign all rights, duties and obligations it has under this Agreement and the Three-Party Agreement to the prospective buyer. The aforementioned assignment and assumption shall be made in the form of a written agreement in a form approved by the City and signed by Fowler, the buyer and the City. Nothing in this Agreement shall be construed to relieve Fowler of the obligation to obtain consent from Bank, if any, with respect to any contemplated assignment by Fowler of its interest, duties and obligations in the Three-Party Agreement and the failure of Fowler to obtain such consent, to the extent required, shall serve as grounds for City to withhold or withdraw its consent to such assignment.

7. **Understanding**. This Agreement, the Three Party Agreement and the Parking Structure Lease constitute 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, concerning the parking structure and the establishment of the maintenance fee. 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 subsequent amendment, modification or supplement shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

8. **Indemnification.** Fowler shall indemnify, defend and hold harmless City from any and all claims, causes of action, suits, liability or losses relating to any breach of the Three-Party Agreement or the Parking Structure Lease asserted by Bank against Fowler arising attributable to

AGENDA DRAFT

the execution of this Agreement. The foregoing notwithstanding, the Parties acknowledge, understand and agree that the duty to indemnify, defend and hold harmless as set forth in this Agreement does not create a duty on the part of Fowler to maintain the Parking Structure or to indemnify, defend or hold harmless the City for any claims, causes of action, suits, liability or losses arising out of any injury to persons or damage to property suffered by any person who makes us of or otherwise enters upon the Parking Structure.

IN WITNESS WHEREOF, the parties, intending to be bound hereto, have executed this Agreement at San Fernando, California, as of _____ 20____.

E.B.F. FOWLER FAMILY, LLC

By: David L. Fowler

Owner Name/Name of
Authorized Representative to

Sign:_____

Title: Manager

CITY
City of San Fernando

By:_____

Name: _Alexander P. Meyerhoff__

Title: _City Manager_____

AGENDA DRAFT

9

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Kenneth Jones, Management Analyst

Date: September 18, 2017

Subject: Consideration to Approve Contract with David Evans and Associates for Design Services for the Safe Routes to School Cycle 1 Project

RECOMMENDATION:

It is recommended that the City Council:

a. Award a Professional Services Agreement (Attachment "A" – Contract No. 1667) to David Evans and Associates, Inc., for design services in an amount not-to-exceed $163,455;

b. Authorize City Manager to execute contract and all related documents; and

c. Adopt Resolution No. 7819 (Attachment "B") amending the Fiscal Year 2017-2018 budget to appropriate $994,124 from Safe Routes to School Cycle 1 Grant, $185,369 for local match, $176,934 for 15% construction contingency and $163,455 for design services totaling an amount not-to-exceed $1,519,882.

BACKGROUND:

1. The Safe Routes to School Cycle 1 Project consists of safety improvements around the vicinities of three elementary schools and one middle school. The proposed improvements include perpendicular curb ramps, raised crosswalks, chicanes, chokers, pedestrian refuge islands, medians, bulb outs, lane reductions for drop-off/pick-up loading zones, high visibility crosswalks, bicycle lanes, advanced stop bars and legends, solar flashers, countdown signals and signage (see Exhibit "A" for improvement locations)

2. In November 2007, the City was awarded a grant for the Federal Cycle 1 Safe Routes to School (SRTS) Program, based on its grant application. The City was awarded $994,124 in Federal funds with a required local match of $185,369 from Measure R funds.

3. In June 2017, the City advertised the Request for Proposals (RFP) for design services of this project.

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

Consideration to Approve Contract with David Evans and Associates for Design Services for the Safe Routes to School Cycle 1 Project

ANALYSIS:

On July 20, 2017, the City received three proposals for the Safe Routes to School Cycle 1 design. The following table summarizes the submittals received for the project:

Company	City	Amount
CEJ Engineers, Inc.	Irwindale , CA	$99,580
Willdan	Industry, CA	$198,140
David Evans and Associates, Inc.	Ontario, CA	$163,455

A selection committee made up of qualified Public Works staff was convened to review submitted proposals. After careful review and analysis by the committee, the proposals ranked as shown below.

Ranking	Company	Amount
1	David Evans and Associates, Inc.	$163,455
2	Willdan	$198,140
3	CEJ Engineers, Inc.	$99,580

The selection committee conducted an interview with David Evans and Associates, Inc. (DEA). After the interview, the selection committee unanimously concluded DEA, was the most qualified for the design project based on their clear understanding of the scope of work and extensive knowledge to integrate key design components into the project; including Caltrans and Metro requirements and coordination. DEA has a good understanding of the vision portrayed in the original conceptual plan of the grant.

Willdan and CEJ Engineers, Inc. were not interviewed by selection committee for the following reasons:

- Willdan did not provide project timeline (two other firms did) and they proposed the highest fee for services.
- Though CEJ Engineer's Inc. had a lower proposed fee, they did not have the Caltrans or Metro reporting experience required for this project.

Referenced below is a brief overview of the project schedule for the final design and construction of the project:

- Award Contract to Architectural Design Firm — September 18, 2017
- Final Construction Drawings & Specifications — January 2018
- Receive Metro and Caltrans Final Approval — July 2018
- Advertise Construction Contract — August 2018
- Award Construction Contract — September 2018
- Begin Construction — October 2018
- Project Completion — April 2019

BUDGET IMPACT:

The City was awarded a Safe Routes to School Grant in the amount of $994,124. The City has committed $525,758 from Measure R funds for construction, local match requirement, plus design costs.

The following table summarizes the status of the project funding and proposed expenditures:

PROJECT FUNDING		
Federal Safe Routes to School Grant (Caltrans)	$994,124	
Measure R Local Return Program (Metro)	$525,758	
Total Project Funds		**$1,519,882**
PROPOSED EXPENDITURES DESIGN PHASE		
Design	$163,455	
Total Proposed Expenditures		**$163,455**
ANTICIPATED CONSTRUCTION FUNDS		**$1,356,427**

CONCLUSION:

Staff recommends that City Council award contract to David Evans and Associates, Inc., for design services in an amount not-to-exceed $163,455. Staff is prepared to begin oversight of this project's design progress.

ATTACHMENTS:

A. Contract No. 1667
B. Resolution No. 7819

THE CITY OF SAN FERNANDO

ATTACHMENT "A"
CONTRACT NO. 1667

PROFESSIONAL SERVICES AGREEMENT

DAVID EVANS AND ASSOCIATES, INC.

Design Services for Safe Routes to School Cycle 1

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of September 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and **DAVID EVANS AND ASSOCIATES, INC.** (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 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Work"**). 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 Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

1.2 PROSECUTION OF WORK: The Parties agrees as follows:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within five (5) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than **two hundred fifty-nine (259)** calendar days from the issuance of the Notice to Proceed (the "Completion Date");

B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND

E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation fee schedule revised August 22, 2017 noted in Exhibit "A" (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of ONE HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS ($ 163,455) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed 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 days 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 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years

after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Civil Engineering Assistant II (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager 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 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates DAVID STUETZEL, PE, PROJECT MANAGER 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 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for 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 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

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

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the 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 DUTY TO PROCURE AND MAINTAIN INSURANCE: 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. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or 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. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: 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.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: 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 REQUIRED CARRIER RATING: 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 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding 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 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 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 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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 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 5.2B 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 5.2B.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 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 Work; (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.

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 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, 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 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as 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 FALSE CLAIMS ACT: 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 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
David Evans and Associates Inc.
17782 17th Street, Cuite 200
Tustin, CA 92780
Attn: David Stuetzel, PE, Project Manager
Phone: (714) 665-4500
Fax: (714) 665-4501
Email: DStuetzel@deainc.com

CITY:
City of San Fernando
Public Works/Engineering
117 Macneil Street
San Fernando, CA 91340
Attn: Civil Engineering Assistant II
Phone: (818) 898-1222
Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or 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 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: 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 TIME IS OF THE ESSENCE: 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 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments,

modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party 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 6.16, above.

6.20 COUNTERPARTS: 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)

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

By: _____

Alexander P. Meyerhoff, City Manager

DAVID EVANS AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Rick R. Olivarez, City Attorney

EXHIBIT "A"

San Fernando SRTS – Cycle 1

Project Understanding (CYCLE 1 Safe Route to School)

David Evans and Associates (DEA) has reviewed the City of San Fernando (City) scope of work for the Safe Routes to School Cycle 1 Projects (SRTS), and is prepared to provide the required engineering design, reports and field investigations to complete the improvement plan and specification documents. The services provided to the City will include completion and processing the certifications and checklists for the E-76 Construction Authorization and Construction Support in accordance with the Caltrans Local Assistance Procedures Manual.

The City's SRTS Cycle 1 project encompasses 26 specific locations throughout the City in and adjacent to local school properties. The improvements at each location differ but in general will include: construction of raised curb bulb-outs, curb ramps, crosswalk enhancements, signage, traffic signal modifications, culvert drainage, and narrowing of the street sections at the intersection.

Cycle 1 projects include street work around and within the Metrolink right-of-way and track property located southerly of the Mission City Trail at the Brand Blvd and Jesse St crossings. The services provided to the City for completion of the street design at the Metrolink crossings includes the coordination and permit reviews with the Metrolink RR Agency and UPRR property owners.

The Cycle 1 project Locations include:

1. Maclay Ave and Fifth Street
    a. Add bulb out to 2 corners to cross Fifth St. on east side
    b. Add 2 Double bulb outs to cross Maclay Avenue on west side (east side already has them)
    c. Install perpendicular curb ramps in the bulb outs
    d. Install 4 perpendicular curb ramps to new double bulb outs to cross Maclay Avenue
    e. Paint crosswalk legs in all 4 directions
    f. Add countdown signals to cross Maclay Ave
    g. Add advanced stop bars to both approaches of Maclay Ave and to southeast bound side of Fifth St.
2. Brand Blvd and Library St
    a. Add bulb outs to all 4 corners in all directions
    b. Install perpendicular curb ramps in the bulb outs
    c. Paint zebra stripe crosswalks in all 4 directions
    d. Add advanced stop bars to all 4 approaches
3. Brand Blvd and Fifth St
    a. Add bulb outs to all 4 corners in all directions
    b. Install perpendicular curb ramps in the bulb outs
    c. Paint zebra stripe crosswalks in all 4 directions
    d. Add advanced stop bars to all 4 approaches
4. Fifth St and Hagar St
    a. Add bulb outs to all 4 corners in all directions
    b. Install perpendicular curb ramps in the bulb outs
    c. Paint zebra stripe crosswalks in all 4 directions
    d. Add advanced stop bars to all 4 approaches
5. Fifth St between Hagar St and Alexander St
    a. Add chicanes to slow traffic
6. Fifth St and Alexander St
    a. Paint zebra stripe crosswalks in all 4 directions

b. Add advanced stop bars to all 4 approaches

7. Chatsworth Dr and Mott St
   a. Add bulb outs to all 4 corners in all directions
   b. Install perpendicular curb ramps in the bulb outs
   c. Paint zebra stripe crosswalks in all 4 directions
   d. Add advanced stop bars to all 4 approaches
8. Chatsworth Dr and Woodworth St
   a. Add raised crosswalk to northeast crossing
   b. Add bulb outs to both sides of raised crosswalk and to crossing of Woodworth St
   c. Paint zebra stripe crosswalk across Woodworth St
9. Chatsworth Dr and O'Melveny St
   a. Add bulb outs to crossings Chatsworth Dr and O'Melveny St
   b. Paint zebra stripe crosswalks in both crossings
10. Woodworth St and Wolfskill St
   a. Add bulb outs to all 4 corners in all directions
   b. Install perpendicular curb ramps in the bulb outs
   c. Paint zebra stripe crosswalks in all 4 directions
   d. Add advanced stop bars to all 4 approaches
11. Mott St and Wolfskill St
   a. Paint zebra stripe crosswalks in all 4 directions
12. O'Melveny St and Wolfskill St
   a. Add bulb outs to both corners and both ends of crosswalks on northwest side
   b. Paint zebra stripe crosswalks in 3 directions
13. Maclay Ave and Griffith St
   a. Add bulb outs to all 4 corners crossing Griffith St
   b. Paint zebra stripe crosswalk to cross Griffith St on both sides of Maclay
   c. Add chockers to both sides of Maclay on the southwest side of Griffith St to slow cars entering school zone
14. Maclay Ave and Mott St
   a. Add bulb outs to all 4 corners in all directions
   b. Install perpendicular curb ramps in the bulb outs
   c. Paint zebra stripe crosswalks in all 4 directions
15. Maclay Ave and Woodworth St
   a. Add raised crosswalk to existing crosswalk
   b. Paint zebra stripe crosswalk across Woodworth St
16. San Fernando Mission And Mott St
   a. Add bulb outs to all 4 corners in all directions
   b. Install perpendicular curb ramps in the bulb outs
   c. Paint zebra stripe crosswalks in all 4 directions
   d. Add advanced stop bars to all 4 approaches
   e. Add countdown signals to cross San Fernando Mission Blvd
17. Woodworth St at San Fernando Mission Blvd
   a. Add 2 bulb outs to cross Woodworth St
   b. Paint zebra stripe crosswalk to cross Woodworth St
18. San Fernando Mission Blvd and O'Melveny St
   a. Add bulb outs to all 4 corners in all directions
   b. Install perpendicular curb ramps in the bulb outs
   c. Paint zebra stripe crosswalks in all 4 directions
   d. Add advanced stop bars to all 4 approaches
   e. Add countdown signals to cross San Fernando Mission Blvd
19. Mott St between San Fernando Mission Blvd and Maclay Ave.
   a. Add center median to narrow street to slow cars, prevent U-turns and double parking, and to add pedestrian refuge

b. Create midblock crossing to the front of the school with bulb outs and pedestrian refuge in the median
c. Add signs notifying the motorists of the crossing
d. Add pedestrian activated Flashers to cross Mott Street at Median Crosswalk (Qty. 3 – two at each return and one at median island)

20. On Brand Blvd from Mission City Trail to Fourth St
    a. Reduce from 4 lanes to 2 lanes to slow traffic, to add bike lane, to narrow crossing, and to eliminate U-turns, double parking and other dangerous maneuvers at pick up/drop off
    b. Add bicycle lanes on both sides
    c. Move curb to widen sidewalk on southeast side from Mission City Trail to First St
    d. Move curb to widen sidewalk on northwest side from First St to Third St
    e. Move curb to widen sidewalk on southeast side from Third St to Fourth St
    f. Add bulb out to school side of Brand Blvd north of First St (not on south side)
    g. Create bus loading zone northeast of First St on school side of Brand Blvd
    h. Create car loading zone southwest of Third St on school side of Brand Blvd.
    i. Add raised lane divider between drop off zone and travel lane with access gaps at southwest end for buses, halfway for cars and the northeast for cars
    j. Add bulb outs on north and south corners of Brand Blvd and Third St
    k. Paint zebra stripe crosswalks in all 2 directions at First St and Brand Blvd (not on south side)
    l. Paint zebra stripe crosswalks in all 4 directions at Brand Blvd and Third St
    m. Add advanced stop bars in all 4 directions at Brand Blvd and Third St
    n. Add bulb outs to north, east and south corners of Brand Blvd and Fourth St
    o. Add advanced stop bars in all 4 directions at Brand Blvd an Fourth St.
    p. Remove perpendicular curb ramp to school side of Brand Blvd in cross walk at Brand Blvd
21. Fourth St and Griswold Ave
    a. Paint zebra stripe crosswalks in all 4 directions
    b. Add Advanced stop bars to all 4 approaches
22. Third St and Griswold Ave
    a. Add Bulb outs to both sides of crosswalk
23. Third St and Newton St
    a. Move crosswalk to other side
    b. Add bulb outs to both sides of crosswalk
24. Third St and Jesse St
    a. Paint zebra stripe crosswalks in all 3 directions
    b. Add advanced stop bars to all 3 approaches
25. Mission City Trail crossing of Jessie St
    a. Add refuge islands in the center of Jessie St
    b. Add bulb outs to both sides
    c. Paint crosswalk legs
    d. Add advanced stop bar
    e. Connect city of Los Angeles bike path on the southwest side of the Metrolink tracks to the Mission City Trail on the northeast side with a new curbed path
    f. Delete Rumble bars on SB Jessie St.
    g. Add paint zebra stripe crosswalk on Jessie north of First St
    h. Add Pedestrian Activated flashers to cross Jessie north of First St.
26. Mission City Trail crossing of Brand Blvd
    a. Add refuge islands in the center of Brand Blvd, with activated flashers
    b. Add user activated flashers on existing poles, change existing overhead flashers to user activated
    c. Add bulb outs to both sides
    d. Add raised crosswalk

The project design services will include a comprehensive field survey drawing to establish a comprehensive digital base map for use in completing the intersection design for streets with intersection cub bulb outs or street width reduction. Intersection improvements requiring striping modifications will utilize aerial imaging for plan design. The project design will include a coordinated field review by the design team to verify and evaluate the site conditions, drainage patterns, curb ramps and walks within the project limits.

The final design will include civil engineering plans, signing and striping plans, construction specifications, bid documents, engineers cost and quantity estimates, and traffic signal plan modifications where required.

DEA will follow the Caltrans Local Assistance Procedures Manual to prepare the require engineering forms and supporting documents including the Finance Letter, Field Review form, PS&E Certificate and Checklist, Right of Way Certification, and Environmental compliance forms. (CEQA and NEPA) for submittal of the request for construction authorization from Caltrans.

After receipt of construction bids, DEA will prepare the City's Bid Award Package for submittal to Caltrans. DEA will also prepare the monthly project reimbursement invoices to Caltrans during the construction phase, and upon final acceptance of the work by the City, DEA will prepare the Caltrans Project Completion package for submittal and project close out to the Caltrans Local Agency Representative.

Project Approach

DEA will engage and work seamlessly with the City Project Management Team to deliver the Projects in a timely and cost effective manner. We begin this relationship at the start with our first kick-off meeting with your staff. The key objectives of DEA's technical approach are to develop PS&E documents in a manner that achieves value, provides detailed information to the contractor, facilitates the construction schedule, and is in strict accordance with City Standards. Our specific approach to delivering the scope of services is described in the following paragraphs.

Scope of Services

Phase 1 Project Administration

Task 1. Project Management

The Project Manager will be the main point of contact for the duration of the contract providing project controls, coordination and scheduling of the team. This will include tracking of the project progress, permitting requirements, advising the City of the schedule status and coordination with outside Agencies. This work will include technical and cursory reviews of deliverable documents prepared by DEA's Team.

The Project Manager will provide periodic project updates through phone calls, e-mails and project transmittals to the City for general coordination, project updates, response to design inquiries and requests for clarification on City Standards and procedures.

***Deliverables**: Monthly Progress Reports/Project Schedule Updates*

Task 2. Project Meetings

During the course of the field review and project design, monthly meetings will be established to provide time for DEA's Team and the City to meet and review the roadway investigation process, specific project designs and presentation of critical information. Meetings will be held at the City Offices or in the field as necessary to discuss and resolve the project designs and issues. DEA engineers and staff will attend a kick-off meeting with the City and four (4) design meetings to review progress of the work, and obtain additional input from City staff.

***Deliverables**: Meeting Minutes*

Task 3. Quality Control

The project design segments will be reviewed by a DEA construction engineer with relevant project experience in street rehabilitation and construction operations. The DEA construction engineer will meet with the project team on a monthly basis to review plan design, and discuss quality reviews on plan preparation, utility information, details, and accuracy of the design. Comments received from the Quality Control process will be reviewed with the City, and included in the final PS&E preparation

Deliverables: QA/QC Memorandums

Phase 2 Preliminary Field Investigations

Task 1. Topographic Survey

DEA's Team will utilize the City's most recent bench mark elevations as shown in the NAVD 88 for vertical design control. Horizontal control for the survey will be tied into found survey monuments and centerline control within the project limits.

Perform research at the City of San Fernando and County of Los Angeles for the latest available Vertical and Horizontal Bench mark control (NAVD 88). Provide GPS field topographic services for bench mark and ground control for the topographic ground survey for the project. Survey control includes establishing benchmark control, and coordinate control based on the County of Los Angeles State Plane Geodetic Control Database.

The field topographic survey at the project intersections will be completed for each intersection and street segment. Survey of the intersection will be extended on each intersecting side street to 50 ft beyond the BCR/ECR. This topo will be obtained through a Laser 3D scanning process and conventional Total Station survey equipment to obtain the elevation controls and street features along the sidewalk areas for use in curb ramp design and curb profile design. Elevations will be obtained for top of curb, flow line, crown line, back of walk, lip of gutter, grade breaks in the sidewalk areas. A survey of the pavement intersection will be included to locate all at grade utility structures for inclusion on the base maps. All topographic data will be obtained digitally and converted for use in AutoCad design software.

Deliverables: Digital Topographic Survey/Horizontal and Vertical Survey Control

Task 2. Field Investigation

DEA's Team will perform site investigations to conduct a thorough site inspection of the project area to verify the completeness of the topographic survey and to investigate and appraise the condition of all existing street facilities including utilities, traffic, drainage, pavement, and accessibility. The investigation will include a site evaluation and verifications of street widths, project length, and the visible condition of the intersection improvements and drainage patterns.

Deliverables: Field Investigation Report

Task 3. Data Collection Review and Utility Research

DEA's Team will compile a comprehensive project data base, starting with the documents referenced in the RFP. These will be reviewed and catalogued, and then supplemented with record drawings for streets, drains, sewer, and water, traffic signal plans and record right-of-way maps and tract maps for the project areas. DEA will submit a notification request to Electric, Telephone, CATV, and Gas facilities and coordinate utility research with the Utility Company records to notify the agencies of proposed street rehabilitation work.

Utility information obtained from the research activities will be documented and provided to the City for their project records. The utility contact information will be included on the plans for reference. At grade utility structures including manholes, vaults, valve covers, and other utility structures located within the street pavement rehabilitation areas and sidewalk improvement areas will be shown on the plans. Plotting of the utility underground conduits and pipelines located during the research phase of the project will not be shown on the final plan sheets.

Deliverables: Record Plans, Utility Correspondence Log

Phase 3 Preliminary Design

Task 1. Prepare Project Base Plans

DEA's Team will utilize existing City maps, GIS files and the DEA topographic survey to prepare street improvement base plans for proposed street improvements. The plans will be prepared at a plan scale (1" =20') to show proposed street improvements. Composite project title sheet will be developed for project listing, project locations, Capital Project Information and General Construction Notes. Special construction details sheets will be prepared to show street sections, construction details, accessibility ramps, and other project related construction notes and general contractor information.

Project improvement areas where civil design grade control and layout is not required, will utilize City base maps and Google imagery for layout of plan base sheets. Google image will be field verified in field for dimension control and include supplemental field improvements as located during field investigation.

Deliverables: Project Base Plans

Task 2. Preliminary Design Layout

DEA's Team will prepare preliminary street improvement plans and 70% design level plan and profile plans for each project location based on the City's conceptual plan exhibits. The plans will show curb alignments, curb ramps, striping improvements, and drainage construction for the specified intersections. Plans will be developed to a conceptual level to allow the street improvements to show limits of work, and impacts to existing street facilities. DEA will provide preliminary cost estimates for each project location.

Deliverables: Preliminary Designs

Task 3 Environmental Assessment

DEA will prepare a Preliminary Environmental Study (PES) form for the projects in accordance with Caltrans Local Assistance Procedures Manual, Chapter 6 and City Requirements. Caltrans PES Forms will be reviewed and completed for the project. DEA will prepare and submit to the City for approval. DEA Engineers will prepare a Categorical Exemption for the street projects in accordance with CEQA Section 15301, Class 1 for installation of traffic control devices, and placement of concrete curbs and gutters.

The tasks included in this service will include the Field Review Forms, Preliminary Environmental Study (PES) form, and reviews with the City Environmental Manager.

Technical reports supporting the environmental findings are not included in the DEA scope of work. If the PES report requires preparation of supporting technical reports, this work will be provided by the Client or as additional services by DEA.

Deliverables: Caltrans PES Form/CEQA Cat Ex Documents and NEPA Environmental Documents

Phase 4 Final Design PS&E

Task 1. Final Street Rehabilitation Plans

The DEA Team will complete the construction plans to 90%, 100% and final construction level documents based on all previous correspondence and plan check comments received from the City, permitting agencies, and public utility companies. Improvement plans will be prepared at 1" =20' scale in plan and profile format for intersections where curbs are being replaced. Plan layout will reflect proposed street improvements, including removals, new construction and modification of existing site facilities, pavement rehabilitation methods, construction details, notes and typical sections showing the proposed work required for the projects.

Final design will include locations of concrete construction, limits of existing pavement replacement areas, pavement grinding, overlays, and new pavement structural replacement areas. Drainage improvements will include installation of pipe culverts to allow intersection drainage to continue along existing drainage flow paths. Pavement replacement section will be provided by the City or based on record plans for the representative project location.

***Deliverables**: Street Rehabilitation Plans and Construction Details*

Task 2. Curb Ramp Layout

Curb Ramp design will be completed for the ramps found non-compliant with the CBC Title 24 Requirements during the field investigation phase. The ramp design shall include layout controls including dimensional limits, elevations and slope gradients to depict the limits of work and type of ramp to be constructed. Ramp designs will include the use of directional and perpendicular ramps for access from the pedestrian sidewalk and landing areas to the street crosswalk locations.

Deliverables: Curb Ramp Details

Task 3. Pavement Signing and Striping Plans

DEA will prepare and process the signing and striping plans for the projects. The plans will include necessary details for the replacement of the roadway striping, and new signage installation. The plans will be prepared in accordance with City of San Fernando requirements, California Manual of Uniform Traffic Control Devices (CAMUCTD) and Caltrans striping standards. The plans will be prepared for the SRTS projects, and will be processed for approval with the submittal of 70%, 90%, and 100% City reviews. This will allow for City input in the design and review of the plans. Striping and signing plans will be prepared at a plan scale of 1" = 40'.

Deliverables: Pavement Signing and Striping Plans

Task 4. Traffic Signal Modifications

DEA will prepare traffic signal modification exhibits for the existing traffic signal intersections located at:

Cycle 1 Project Locations:

- Maclay Ave and Fifth St (Countdown Signal, Ped Button Relocation)
- San Fernando Mission Blvd and Mott St (Countdown Signal, Ped Button Relocation)
- San Fernando Mission Blvd and O'Melveny St (Countdown Signal, Ped Button Relocation)
- Brand Blvd and Third St (Ped Button Relocation)
- Brand Blvd and Fourth St (Ped Button Relocation)
- Mission City Trail crossing at Brand Blvd (Pedestrian Activated Flashers)

The work for these intersections will include the relocation of the existing pedestrian push buttons from the existing traffic signal poles to a location near the new Curb Ramps, and the addition of countdown signals to cross the intersection. Work at some intersections will include the addition Solar Powered Pedestrian activated flashers.

This work does not include preparation of a complete traffic signal plan for the work. Plan exhibits will be prepared for use by the Contractor to replace and modify existing signal equipment and cabling to conform with the SRTS proposed improvements.

Deliverables: Traffic Signal Modification Exhibits

Task 5. Encroachment Permits

Cycle 1 Project

DEA shall prepare an Encroachment Permit Application for submittal to Metro Link/UPRR for work within and adjacent to the Mission City Trail crossing at Jesse St and Brand Blvd. Upon completion of the permit application, DEA shall process the Encroachment Permit. Included in this task will be the response to comments during the permit review/processing, and any necessary meetings with the Railroad Agencies for the processing and approval of the plans and permit. Based on our experience, the project will require at least two reviews and resubmittals of the plans for approval of the permit.

Deliverables: Encroachment Permit

Task 6 – Construction Cost and Quantity Estimates

During the course of the project, the DEA Team will prepare three (3) construction cost estimates (70%, 90%, and 100%) for the project. Construction items and quantities will match those items from the Bid Schedule and final contract documents.

Deliverables: Construction Cost and Quantity Estimates

Task 7. Construction Specifications

The DEA Team will prepare the technical specifications and bid schedules required for inclusion in the City's standard contract documents. Technical specifications will encompass the work and material required for construction of all proposed project segments. Bid schedules will be developed and reviewed with the City's Project Manager to obtain a consensus on the type, detail, and listing of the work to be completed. Submitted documents will be based on the City's standard documents, edited for application to this project utilizing the latest edition Caltrans Special Provisions boiler plate and the most current Standard Specifications for Public Works Construction (2015) and all amendments.

Deliverables: Project Special Provisions and Bid Schedules

Task 8. Construction Authorization (E-76 Forms)

DEA Engineers will prepare and process the Request for Construction Authorization forms for the SRTS program in accordance with the Caltrans Local Assistance Procedures Manual. The forms to be completed by DEA will include the following Caltrans Exhibits and forms:

- 3D - Request for Authorization to Proceed with Construction
- 3O – Finance Letter
- 3E – Request to Proceed Data Sheets
- 3R – PS&E Package
- 7B – Field Review Form
- 12C – PS&E Certificate
- 12D – PS&E Checklist
- 13A – Right-of-Way Certification
- 15A – Local Agency Construction Check List
- DBE Annual Goal Certifications (Caltrans Chapter 9, LAPM)

The completion of these forms will be reviewed with the City and will be combined with all City completed forms for submittal to the City Local Agency Representative for processing the funding authorization.

Deliverables: Construction Authorization Exhibits and Forms

Phase 5 Construction Services

Task 1. Construction Support Services

The DEA Team will provide the following services in support of the project construction plans during the Construction phase:

- Attend Pre-construction conference
- Review Contractor Issued RFI's
- Review and respond to construction issues
- Revise Plans at no cost to City for plan discrepancies, missing information, oversights, and errors
- Prepare as-built drawings

Deliverables: Technical Bulletins/Addendums/Bid Support Services

Task 2. Bid Award Package

Upon the bid award of the project by the City, DEA will prepare and process the Bid Award Package with Caltrans Local Assistance.

The Bid Award Package to Caltrans includes but not limited to:

- 15A Cover Page/Construction Contract Administration Checklist
- Local Agency Bid Opening Checklist
- 3O Updated Finance Letter
- 15M Detailed Estimate and Detail Estimate Summary
- 15G DBE Certifications (from Contractors)
- 15L Contract Award Check List
- RE's Checklist

Task 3. Caltrans Invoicing

DEA will prepare and process the Caltrans Invoices with Caltrans Local Assistance. The Caltrans invoicing will be prepared as needed and will be based on the City provided paid contractor invoicing. This task estimates invoicing to Caltrans will occur on a monthly basis.

Task 4. Project Completion Package

After the construction of the project is complete and accepted by the City, DEA will prepare and process the Project Completion Forms with Caltrans Local Assistance

The Final Completion Package to Caltrans includes but is not limited to:

San Fernando SRTS – Cycle 1

- 17A Cover Page/Expenditure Checklist
- 17B Final Inspection of Federal Aid Project
- Final Detailed Estimate
- 17D Final Invoice
- 17E Change Order Summary
- 17F Final DBE Certifications (from Contractors)
- 17G Material Certifications
- 17C Final Inspection Form

CITY OF SAN FERNANDO
CONSULTING ENGINEERING SERIVCES
Safe Routes to School, Cycle 1

Task Description	July 30, 2017 Fee Ammount	5 % Discount	August 22, 2017 Revised Fee Amount	Comments
Phase 1 -Project Adminstration				
1. Project Management	$ 4,180	$ 190	$ 3,990	
2. Project Meetings	$ 3,880	$ 190	$ 3,690	
3. Quality Control	$ 1,140	$ -	$ 1,140	
Phase 1 Subtotal	$ 9,200	$ 380	$ 8,820	
Phase 2 - Preliminary Field Investigation				
1. Topographic Field Survey and Ground Control	$ 38,960	$ 2,120	$ 36,840	
2. Field Investigation	$ 3,100	$ 160	$ 2,940	
3. As-Built Data Collection & Utility Research	$ 6,600	$ 285	$ 6,315	
Phase 2 Subtotal	$ 48,660	$ 2,565	$ 46,095	
Phase 3 - Preliminary Design				
1. Base Construction Drawings	$ 5,500	$ 235	$ 5,265	
2. Preliminary Design	$ 9,270	$ 380	$ 8,890	
3. Environmental Assessment	$ 6,140	$ 320	$ 5,820	
Phase 3 Subtotal	$ 20,910	$ 935	$ 19,975	
Phase 4 - Final Design				
1. Final Street Rehabilitation Plans	$ 24,900	$ 720	$ 24,180	
2. Curb Ramp Layout Plans & Details	$ 7,780	$ 375	$ 7,405	
3. Pavement Striping & Signing	$ 7,980	$ 500	$ 7,480	
4. Traffic Signal Modifications	$ 12,060	$ 640	$ 11,420	
5. Encroachment Permits	$ 5,120	$ 500	$ 4,620	
6. Cost and Quantity Estimates	$ 7,880	$ 410	$ 7,470	
7. Specifications	$ 5,260	$ 160	$ 5,100	
8. Construction Authorization Forms & Processing	$ 4,140	$ 190	$ 3,950	
Phase 4 Subtotal	$ 75,120	$ 3,495	$ 71,625	
Phase 5 - Construction Support				
1. Bidding Assistance	$ 3,300	$ 160	$ 3,140	
2. Construction Support	$ 4,940	$ 250	$ 4,690	
3. Caltrans Project Administration	N/A		$ 7,110	New task as requested by City
Phase 5 Subtotal	$ 8,240	$ 410	$ 14,940	
Deliverables/Reimbursable Expense	$ 2,500	$ 500	$ 2,000	
Project Total	$ 164,630	$ 8,285	$ 163,455	

Summary

Original Fee Amount	$	164,630
5% Discount	$	8,285
	$	156,345

Multiple Project Award

New Task Request	$	7,110
Revised Fee Ammount	$	163,455

Phase 5 - Construction Support, Caltrans Project Administation

ATTACHMENT "B"

RESOLUTION NO. 7819

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017-18 ADOPTED ON JUNE 19, 2017

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2017-18, commencing July 1, 2017, and ending June 30, 2018; and

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

WHEREAS, the City's Safe Routes to School Cycle 1 Project is funded by both Federal Safe Routes to School Cycle 1 Grant and Measure R funds; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018, a copy of which is on file in the City Clerk's Office, and was adopted on June 19, 2017.

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

Section 1. The following adjustments are made to the City Budget:

Capital Grants: Federal Safe Routes to School Cycle 1 Grant Fund (010)

Increase in Expenditures: 010-311-XXXX-4600	$994,124
Increase in Revenues: 010-3686-XXXX	$994,124

Special Funds: Measure R Fund (012)

Increase in Expenditures: 012-311-XXXX-4600	$525,758

PASSED, APPROVED, AND ADOPTED this 18th day of September, 2017.

_____

Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of September, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk

This Page Intentionally Left Blank

10

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Kenneth Jones, Management Analyst

Date: September 18, 2017

Subject: Consideration to Approve Contract with David Evans and Associates, Inc., for Design Services for the Safe Routes to School Cycle 2 Project

RECOMMENDATION:

It is recommended that the City Council:

a. Award a Professional Services Contract (Attachment "A" - Contract No. 1668) to David Evans and Associates, Inc., for design service in an amount not-to-exceed $143,730;

b. Authorize City Manager to execute contract and all related documents; and

c. Adopt Resolution No. 7820 (Attachment "B") amending the Fiscal Year budget to appropriate $999,850 from Safe Routes to School (SRTS) Cycle 2 Grant, $276,260 for local match, $191,417 for 15% construction contingency and $143,730 for design services totaling an amount not-to-exceed $1,611,257.

BACKGROUND:

1. The Safe Routes to School Cycle 2 Project consists of safety improvements around the vicinities of five elementary schools and one daycare center. The proposed improvements include perpendicular curb ramps, raised crosswalks, parkways, chicanes, pedestrian refuge islands, bulb outs, high visibility crosswalks, advanced stop bars and legends, overhead task lighting to illuminate crosswalk, solar flashers, countdown signals and signage (see Exhibit "A" for improvement locations)

2. In February 2009, the City was awarded a Federal grant, based on its grant application for the Federal Cycle 2 SRTS Program. The City was awarded $999,850 in Federal grant funds for the project; grant required a local match of $276,260.

3. In June 2017, the City advertised the Request for Proposals (RFP) for design services of this project.

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

ANALYSIS:

On July 20, 2017, the City received three proposals for the Safe Routes to School Cycle 2 design project. The following table summarizes the submittals received for the project:

Company	City	Amount
CEJ Engineers, Inc.	Irwindale , CA	$89,180
Willdan	Industry, CA	$173,074
David Evans and Associates, Inc.	Ontario, CA	$143,730

A selection committee made up of qualified Public Works staff was convened to review submitted proposals. After careful review and analysis by the committee, the proposals ranked as shown below.

Ranking	Company	Amount
1	David Evans and Associates, Inc.	$143,730
2	Willdan	$173,074
3	CEJ Engineers, Inc.	$89,180

The selection committee conducted an interview with David Evans and Associates, Inc. (DEA). After the interview, the selection committee unanimously concluded DEA, was the most qualified for the design project based on their clear understanding of the scope of work and extensive knowledge to integrate key design components into the project; including Caltrans and Metro requirements and coordination. DEA has a good understanding of the vision portrayed in the original conceptual plan of the grant.

Willdan and CEJ were not interviewed by selection committee for the following reasons:

- Willdan did not provide project timeline (two other firms did) and they proposed the highest fee for services.
- Though CEJ Engineer's Inc. had a lower proposed fee, they did not have the Caltrans or Metro reporting experience required for this project.

Referenced below is a brief overview of the project schedule for the final design and construction of the project:

- Award Contract to Architectural Design Firm September 18, 2017
- Final Construction Drawings & Specifications January 2018

- Receive Metro and Caltrans Final Approval — July 2018
- Advertise Construction Contract — August 2018
- Award Construction Contract — September 2018
- Begin Construction — October 2018
- Project Completion — April 2019

BUDGET IMPACT:

The City has been approved for a Safe Routes to School Grant in the amount of $999,850. The City has committed $611,407 from Measure R for construction local match requirement plus design costs.

The following table summarizes the status of the project funding and proposed expenditures:

PROJECT FUNDING		
Federal Safe Routes to School Grant (Caltrans)	$999,850	
Measure R Local Return Program (Metro)	$611,407	
Total Project Funds		**$1,611,257**
PROPOSED EXPENDITURES		
Design	$143,730	
Total Proposed Expenditures		**$143,730**
ANTICIPATED CONSTRUCTION FUNDS		**$1,467,527**

CONCLUSION:

Staff recommends that City Council award contract to David Evans and Associates, Inc., for design services in an amount not-to-exceed $143,730. Staff is prepared to begin oversight of this project's design progress.

ATTACHMENTS:

A. Contract No. 1668
B. Resolution No. 7820

THE CITY OF SAN FERNANDO

ATTACHMENT "A"
CONTRACT NO. 1668

PROFESSIONAL SERVICES AGREEMENT

DAVID EVANS AND ASSOCIATES, INC.

Design Services for Safe Routes to School Cycle 2

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of September 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and **DAVID EVANS AND ASSOCIATES, INC.** (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 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Work"**). 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 Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

1.2 PROSECUTION OF WORK: The Parties agrees as follows:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within five (5) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than **two hundred fifty-nine (259)** calendar days from the issuance of the Notice to Proceed (the "Completion Date");

B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND

E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation fee schedule revised August 22, 2017 noted in Exhibit "A" (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of ONE HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED THIRTY DOLLARS ($ 143,730) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed 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 days 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 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years

after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Civil Engineering Assistant II (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager 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 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates DAVID STUETZEL, PE, PROJECT MANAGER 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 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for 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 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

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

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the 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 DUTY TO PROCURE AND MAINTAIN INSURANCE: 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. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or 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. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: 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.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: 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 REQUIRED CARRIER RATING: 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 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding 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 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 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 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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 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 5.2B 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 5.2B.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 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 Work; (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.

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 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, 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 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as 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 FALSE CLAIMS ACT: 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 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
David Evans and Associates Inc.
17782 17th Street, Cuite 200
Tustin, CA 92780
Attn: David Stuetzel, PE, Project Manager
Phone: (714) 665-4500
Fax: (714) 665-4501
Email: DStuetzel@deainc.com

CITY:
City of San Fernando
Public Works/Engineering
117 Macneil Street
San Fernando, CA 91340
Attn: Civil Engineering Assistant II
Phone: (818) 898-1222
Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or 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 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: 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 TIME IS OF THE ESSENCE: 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 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments,

modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party 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 6.16, above.

6.20 COUNTERPARTS: 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)

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

By: _____

Alexander P. Meyerhoff, City Manager

DAVID EVANS AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Rick R. Olivarez, City Attorney

EXHIBIT "A"

San Fernando SRTS – Cycle 2

Project Understanding (CYCLE 2)

David Evans and Associates (DEA) has reviewed the City of San Fernando (City) scope of work for the Safe Routes to School Cycle 2 Projects (SRTS), and is prepared to provide the required engineering design, reports and field investigations to complete the improvement plan and specification documents. The services provided to the City will include completion and processing the certifications and checklists for the E-76 Construction Authorization and Construction Support in accordance with the Caltrans Local Assistance Procedures Manual.

The City's SRTS Cycle 2 project encompasses 18 specific locations throughout the City in and adjacent to local school properties. The improvements at each location differ but in general will include construction of raised curb bulb-outs, curb ramps, crosswalk enhancements, signage, traffic signal modifications, culvert drainage, and narrowing of the street sections at the intersection.

The Cycle 1 project Locations include:

1. Orange Grove Ave from 8th St to Glenoaks Blvd
    a. Add chicanes to slow traffic
2. 8th St from Orange Grove Ave to Fremont St
    a. Move curb and gutter over to add parkway buffer for students to slow cars, add safety and make driveway crossings flat
3. Orange Grove Ave at 7th St
    a. Add bulb outs to 6 crossings, all except NE an SE corners on 7th St where bus stops exist
    b. Add double perpendicular curb ramps to bulb outs
4. Glenoaks Blvd at Orange Grove Ave – **No Work This Intersection (Removed by City)**
5. Glenoaks Blvd at Huntington St
    a. Add bulb outs to cross Huntington St on both sides
    b. Add double perpendicular ramps to all bulb outs
6. Glenoaks at Fermoore St
    a. Add high visibility crosswalks to cross Fermoore St on north side
    b. Add bulb outs to cross Fermoore St on north side
    c. Add double perpendicular curb ramps to all north side
7. Glenoaks Blvd at Workman St
    a. Add high visibility crosswalks to cross Workman St on both sides
    b. Add bulb out to cross Workman St on both sides
    c. Add double perpendicular curb ramps to all bulb outs
8. Glenoaks Blvd at Harps St
    a. Add high visibility crosswalks to cross Harps St on both sides
    b. Add bulb outs to cross Harps St on both sides
    c. Add double perpendicular curb ramps to all bulb outs
9. Glenoaks Blvd at Alexander St
    a. Add high visibility crosswalks to cross Alexander St on both sides
    b. Add advanced yield bars to cross Glenoaks Blvd
    c. Add overhead task lighting to illuminate crosswalk of Glenoaks Blvd
    d. Add double perpendicular curb ramps to Alexander St bulb outs.
10. Glenoaks Blvd at Hagar St
    a. Add high visibility crosswalks to cross Hagar St on both sides
    b. Add double perpendicular curb ramps to all bulb outs
    c. Add Single perpendicular curb ramps to bulb outs to cross Fermore (both sides)
11. Brand Blvd from Glenoaks Blvd to 4th St

a. Add chicanes to slow traffic

12. Maclay Ave at Hewett St
    a. Add high visibility crosswalks on all 4 crossings
    b. Add bulb outs on all 8 corners
    c. Add double perpendicular curb ramps to all bulb outs
13. Maclay Ave at Hollister St
    a. Add high visibility crosswalks on all 4 crossings
    b. Add bulb outs on all 8 corners
    c. Add double perpendicular curb ramps to all bulb outs
14. Workman St at O'Melveny St
    a. Add high visibility crosswalks on all 2 crossings
    b. Add bulb out to cross O'Melveny St from South side
    c. Add double perpendicular curb ramps to north side bulb outs (East side)
    d. Add bulb out to cross Workman from West side
15. Workman St at Woodworth St
    a. Add high visibility crosswalks to cross Woodworth St
    b. Add bulb outs to cross Woodworth St
    c. Add double perpendicular curb ramps to all bulb outs
16. Workman St at Mott St
    a. Add high visibility crosswalks on all 4 crossings
    b. Add raised crosswalk to cross Mott St on north side
    c. Add center pedestrian sign on raised crosswalk
    d. Add bulb outs on all 8 corners
    e. Add double perpendicular curb ramps to all bulb outs
17. Workman St at Griffith St
    a. Add high visibility crosswalks on all 4 crossings
    b. Add raised crosswalk to cross Workman St on south side
    c. Add raised crosswalk to cross Griffith St on east side
    d. Add center pedestrian sign on all 4 crossings
    e. Add bulb outs on 4 corners without raised crosswalks
    f. Add double perpendicular curb ramps to all bulb outs
18. 5th St from Alexander to Orange Grove Ave
    a. Add chicanes to slow traffic.

All Pedestrian Activated Flashers shall be solar powered. City will provide preferred manufacturer.

Minimum 25 feet of red curb shall be placed at all legs on intersection where center pedestrian signs (R1-6) are placed.

The project design services will include a comprehensive field survey drawing to establish a comprehensive digital base map for use in completing the intersection design for streets with intersection cub bulb outs or street width reduction. Intersection improvements requiring striping modifications will utilize aerial imaging for plan design. The project design will include a coordinated field review by the design team to verify and evaluate the site conditions, drainage patterns, curb ramps and walks within the project limits.

The final design will include civil engineering plans, signing and striping plans, construction specifications, bid documents, engineers cost and quantity estimates, and traffic signal plan modifications where required.

DEA will follow the Caltrans Local Assistance Procedures Manual to prepare the require engineering forms and supporting documents including the Finance Letter, Field Review form, PS&E Certificate and Checklist, Right of Way Certification, and Environmental compliance forms. (CEQA and NEPA).

After receipt of construction bids, DEA will prepare the City's Bid Award Package for submittal to Caltrans. DEA will also prepare the monthly project reimbursement invoices to Caltrans during the construction phase, and upon final acceptance of the work by the City, DEA will prepare the Caltrans Project Completion package for submittal and project close out to the Caltrans Local Agency Representative.

Project Approach

DEA will engage and work seamlessly with the City Project Management Team to deliver the Projects in a timely and cost effective manner. We begin this relationship at the start with our first kick-off meeting with your staff. The key objectives of DEA's technical approach are to develop PS&E documents in a manner that achieves value, provides detailed information to the contractor, facilitates the construction schedule, and is in strict accordance with City Standards. Our specific approach to delivering the scope of services is described in the following paragraphs.

Scope of Services

Phase 1 Project Administration

Task 1. Project Management

The Project Manager will be the main point of contact for the duration of the contract providing project controls, coordination and scheduling of the team. This will include tracking of the project progress, permitting requirements, advising the City of the schedule status and coordination with outside Agencies. This work will include technical and cursory reviews of deliverable documents prepared by DEA's Team.

The Project Manager will provide periodic project updates through phone calls, e-mails and project transmittals to the City for general coordination, project updates, response to design inquiries and requests for clarification on City Standards and procedures.

***Deliverables**: Monthly Progress Reports/Project Schedule Updates*

Task 2. Project Meetings

During the course of the field review and project design, monthly meetings will be established to provide time for DEA's Team and the City to meet and review the roadway investigation process, specific project designs and presentation of critical information. Meetings will be held at the City Offices or in the field as necessary to discuss and resolve the project designs and issues. DEA engineers and staff will attend a kick-off meeting with the City and four (4) design meetings to review progress of the work, and obtain additional input from City staff.

***Deliverables**: Meeting Minutes*

Task 3. Quality Control

The project design segments will be reviewed by a DEA construction engineer with relevant project experience in street rehabilitation and construction operations. The DEA construction engineer will meet with the project team on a monthly basis to review plan design, and discuss quality reviews on plan preparation, utility information, details, and accuracy of the design. Comments received from the Quality Control process will be reviewed with the City, and included in the final PS&E preparation

Deliverables: QA/QC Memorandums

Phase 2 Preliminary Field Investigations

Task 1. Topographic Survey

DEA's Team will utilize the City's most recent bench mark elevations as shown in the NAVD 88 for vertical design control. Horizontal control for the survey will be tied into found survey monuments and centerline control within the project limits.

Perform research at the City of San Fernando and County of Los Angeles for the latest available Vertical and Horizontal Bench mark control (NAVD 88). Provide GPS field topographic services for bench mark and ground control for the topographic ground survey for the project. Survey control includes establishing benchmark control, and coordinate control based on the County of Los Angeles State Plane Geodetic Control Database.

The field topographic survey at the project intersections will be completed for each intersection and street segment. Survey of the intersection will be extended on each intersecting side street to 50 ft beyond the BCR/ECR. This topo will be obtained through a Laser 3D scanning process and conventional Total Station survey equipment to obtain the elevation controls and street features along the sidewalk areas for use in curb ramp design and curb profile design. Elevations will be obtained for top of curb, flow line, crown line, back of walk, lip of gutter, grade breaks in the sidewalk areas. A survey of the pavement intersection will be included to locate all at grade utility structures for inclusion on the base maps. All topographic data will be obtained digitally and converted for use in AutoCad design software.

Deliverables: Digital Topographic Survey/Horizontal and Vertical Survey Control

Task 2. Field Investigation

DEA's Team will perform site investigations to conduct a thorough site inspection of the project area to verify the completeness of the topographic survey and to investigate and appraise the condition of all existing street facilities including utilities, traffic, drainage, pavement, and accessibility. The investigation will include a site evaluation and verifications of street widths, project length, and the visible condition of the intersection improvements and drainage patterns.

Deliverables: Field Investigation Report

Task 3. Data Collection Review and Utility Research

DEA's Team will compile a comprehensive project data base, starting with the documents referenced in the RFP. These will be reviewed and catalogued, and then supplemented with record drawings for streets, drains, sewer, and water, traffic signal plans and record right-of-way maps and tract maps for the project areas. DEA will submit a notification request to Electric, Telephone, CATV, and Gas facilities and coordinate utility research with the Utility Company records to notify the agencies of proposed street rehabilitation work.

Utility information obtained from the research activities will be documented and provided to the City for their project records. The utility contact information will be included on the plans for reference. At grade utility structures including manholes, vaults, valve covers, and other utility structures located within the street pavement rehabilitation areas and sidewalk improvement areas will be shown on the plans. Plotting of the utility underground conduits and pipelines located during the research phase of the project will not be shown on the final plan sheets.

Deliverables: Record Plans, Utility Correspondence Log

Phase 3 Preliminary Design

Task 1. Prepare Project Base Plans

DEA's Team will utilize existing City maps, GIS files and the DEA topographic survey to prepare street improvement base plans for proposed street improvements. The plans will be prepared at a plan scale (1" =20') to show proposed street improvements. Composite project title sheet will be developed for project listing, project locations, Capital Project Information and General Construction Notes. Special construction details sheets will be prepared to show street sections, construction details, accessibility ramps, and other project related construction notes and general contractor information.

Project improvement areas where civil design grade control and layout is not required, will utilize City base maps and Google imagery for layout of plan base sheets. Google image will be field verified in field for dimension control and include supplemental field improvements as located during field investigation.

Deliverables: Project Base Plans

Task 2. Preliminary Design Layout

DEA's Team will prepare preliminary street improvement plans and 70% design level plan and profile plans for each project location based on the City's conceptual plan exhibits. The plans will show curb alignments, curb ramps, striping improvements, and drainage construction for the specified intersections. Plans will be developed to a conceptual level to allow the street improvements to show limits of work, and impacts to existing street facilities. DEA will provide preliminary cost estimates for each project location.

Deliverables: Preliminary Designs

Task 3 Environmental Assessment

DEA will prepare a Preliminary Environmental Study (PES) form for the projects in accordance with Caltrans Local Assistance Procedures Manual, Chapter 6 and City Requirements. Caltrans PES Forms will be reviewed and completed for the project. DEA will prepare and submit to the City for approval. DEA Engineers will prepare a Categorical Exemption for the street projects in accordance with CEQA Section 15301, Class 1 for installation of traffic control devices, and placement of concrete curbs and gutters.

The tasks included in this service will include the Field Review Forms, Preliminary Environmental Study (PES) form, and reviews with the City Environmental Manager.

Technical reports supporting the environmental findings are not included in the DEA scope of work. If the PES report requires preparation of supporting technical reports, this work will be provided by the Client or as additional services by DEA.

Deliverables: Caltrans PES Form/CEQA Cat Ex Documents and NEPA Environmental Documents

Phase 4 Final Design PS&E

Task 1. Final Street Rehabilitation Plans

The DEA Team will complete the construction plans to 90%, 100% and final construction level documents based on all previous correspondence and plan check comments received from the City, permitting agencies, and public utility companies. Improvement plans will be prepared at 1" =20' scale in plan and profile format for intersections where curbs are being replaced. Plan layout will reflect proposed street improvements, including removals, new construction and modification of existing site facilities, pavement rehabilitation methods, construction details, notes and typical sections showing the proposed work required for the projects.

Final design will include locations of concrete construction, limits of existing pavement replacement areas, pavement grinding, overlays, and new pavement structural replacement areas. Drainage improvements will include installation of pipe culverts to allow intersection drainage to continue along existing drainage flow paths. Pavement replacement section will be provided by the City or based on record plans for the representative project location.

Deliverables: *Street Rehabilitation Plans and Construction Details*

Task 2. Curb Ramp Layout

Curb Ramp design will be completed for the ramps found non-compliant with the CBC Title 24 Requirements during the field investigation phase. The ramp design shall include layout controls including dimensional limits, elevations and slope gradients to depict the limits of work and type of ramp to be constructed. Ramp designs will include the use of directional and perpendicular ramps for access from the pedestrian sidewalk and landing areas to the street crosswalk locations.

Deliverables: Curb Ramp Details

Task 3. Pavement Signing and Striping Plans

DEA will prepare and process the signing and striping plans for the projects. The plans will include necessary details for the replacement of the roadway striping, and new signage installation. The plans will be prepared in accordance with City of San Fernando requirements, California Manual of Uniform Traffic Control Devices (CAMUCTD) and Caltrans striping standards. The plans will be prepared for the SRTS projects, and will be processed for approval with the submittal of 70%, 90%, and 100% City reviews. This will allow for City input in the design and review of the plans. Striping and signing plans will be prepared at a plan scale of 1" = 40'.

Deliverables: Pavement Signing and Striping Plans

Task 4. Traffic Signal Modifications

DEA will prepare traffic signal modification exhibits for the existing traffic signal intersections located at:

Cycle 2 Project Locations:

- Glenoaks Blvd and Orange Grove Ave (Countdown Signal, Audible Ped Signals, Ped Button Relocation)
- Glenoaks Blvd and Fermoore St (Pedestrian Activated Flashers)
- Glenoaks Blvd and Alexander St (Pedestrian Activated Flashers)
- Maclay Ave and Hewett St (Ped Button Relocation)

The work for these intersections will include the relocation of the existing pedestrian push buttons from the existing traffic signal poles to a location near the new Curb Ramps, and the addition of countdown signals to cross the intersection. Work at some intersections will include the addition Solar Powered Pedestrian activated flashers.

This work does not include preparation of a complete traffic signal plan for the work. Plan exhibits will be prepared for use by the Contractor to replace and modify existing signal equipment and cabling to conform with the SRTS proposed improvements.

Deliverables: Traffic Signal Modification Exhibits

Task 5. Encroachment Permits

Cycle 2 Project

The Cycle 2 project improvements are located within existing City owned right of way, and the project will not require construction permits from Caltrans, Metrolink, or other regulatory agency. The encroachment permit task will not be completed for the Cycle 2 project design.

Deliverables: Encroachment Permit

Task 6 – Construction Cost and Quantity Estimates

During the course of the project, the DEA Team will prepare three (3) construction cost estimates (70%, 90%, and 100%) for the project. Construction items and quantities will match those items from the Bid Schedule and final contract documents.

Deliverables: Construction Cost and Quantity Estimates

Task 7. Construction Specifications

The DEA Team will prepare the technical specifications and bid schedules required for inclusion in the City's standard contract documents. Technical specifications will encompass the work and material required for construction of all proposed project segments. Bid schedules will be developed and reviewed with the City's Project Manager to obtain a consensus on the type, detail, and listing of the work to be completed. Submitted documents will be based on the City's standard documents, edited for application to this project utilizing the latest edition Caltrans Special Provisions boiler plate and the most current Standard Specifications for Public Works Construction (2015) and all amendments.

Deliverables: Project Special Provisions and Bid Schedules

Task 8. Construction Authorization (E-76 Forms)

DEA Engineers will prepare and process the Request for Construction Authorization forms for the SRTS program in accordance with the Caltrans Local Assistance Procedures Manual. The forms completed by DEA will include the following Caltrans Exhibits and forms:

- 3D - Request for Authorization to Proceed with Construction
- 3O – Finance Letter
- 3E – Request to Proceed Data Sheets
- 3R – PS&E Package
- 7B – Field Review Form
- 12C – PS&E Certificate
- 12D – PS&E Checklist
- 13A – Right-of-Way Certification
- 15A – Local Agency Construction Check List
- DBE Annual Goal Certifications (Caltrans Chapter 9, LAPM)

The completion of these forms will be reviewed with the City and will be combined with all City completed forms for submittal to the City Local Agency Representative for processing the funding authorization.

Deliverables: Construction Authorization Exhibits and Forms

Phase 5 Construction Services

Task 1. Construction Support Services

The DEA Team will provide the following services in support of the project construction plans during the Construction phase:

- Attend Pre-construction conference

- Review Contractor Issued RFI's
- Review and respond to construction issues
- Revise Plans at no cost to City for plan discrepancies, missing information, oversights, and errors
- Prepare as-built drawings

Deliverables: Technical Bulletins/Addendums/Bid Support Services

Task 2. Bid Award Package

Upon the bid award of the project by the City, DEA will prepare and process the Bid Award Package with Caltrans Local Assistance.

The Bid Award Package to Caltrans includes but not limited to:

- 15A Cover Page/Construction Contract Administration Checklist
- Local Agency Bid Opening Checklist
- 3O Updated Finance Letter
- 15M Detailed Estimate and Detail Estimate Summary
- 15G DBE Certifications (from Contractors)
- 15L Contract Award Check List
- RE's Checklist

Task 3. Caltrans Invoicing

DEA will prepare and process the Caltrans Invoices with Caltrans Local Assistance. The Caltrans invoicing will be prepared as needed and will be based on the City provided paid contractor invoicing. This task estimates invoicing to Caltrans will occur on a monthly basis.

Task 4. Project Completion Package

After the construction of the project is complete and accepted by the City, DEA will prepare and process the Project Completion Forms with Caltrans Local Assistance

The Final Completion Package to Caltrans includes but is not limited to:

- 17A Cover Page/Expenditure Checklist
- 17B Final Inspection of Federal Aid Project
- 17D Final Invoice
- 17E Change Order Summary
- 17F Final DBE Certifications (from Contractors)
- 17G Material Certifications
- 17C Final Inspection Form
- Final Detailed Estimate

CITY OF SAN FERNANDO
CONSULTING ENGINEERING SERIVCES
Safe Routes to School, Cycle 2

Task Description	July 30, 2017 Fee Ammount	5 % Discount	August 22, 2017 Revised Fee Amount	Comments
Phase 1 -Project Adminstration				
1. Project Management	$ 4,180	$ 190	$ 3,990	
2. Project Meetings	$ 3,880	$ 190	$ 3,690	
3. Quality Control	$ 1,140	$ -	$ 1,140	
Phase 1 Subtotal	$ 9,200	$ 380	$ 8,820	
Phase 2 - Preliminary Field Investigation				
1. Topographic Field Survey and Ground Control	$ 27,400	$ 1,060	$ 26,340	
2. Field Investigation	$ 3,100	$ 125	$ 2,975	
3. As-Built Data Collection & Utility Research	$ 6,600	$ 250	$ 6,350	
Phase 2 Subtotal	$ 37,100	$ 1,435	$ 35,665	
Phase 3 - Preliminary Design				
1. Base Construction Drawings	$ 4,920	$ 250	$ 4,670	
2. Preliminary Design	$ 8,550	$ 500	$ 8,050	
3. Environmental Assessment	$ 7,220	$ 380	$ 6,840	
Phase 3 Subtotal	$ 20,690	$ 1,130	$ 19,560	
Phase 4 - Final Design				
1. Final Street Rehabilitation Plans	$ 22,380	$ 1,100	$ 21,280	
2. Curb Ramp Layout Plans & Details	$ 7,250	$ 345	$ 6,905	
3. Pavement Striping & Signing	$ 9,150	$ 440	$ 8,710	
4. Traffic Signal Modifications	$ 9,880	$ 500	$ 9,380	
5. Encroachment Permits	$ -	$ -	$ -	
6. Cost and Quantity Estimates	$ 7,060	$ 500	$ 6,560	
7. Specifications	$ 5,960	$ 320	$ 5,640	
8. Construction Authorization Forms & Processing	$ 4,200	$ 190	$ 4,010	
Phase 4 Subtotal	$ 65,880	$ 3,395	$ 62,485	
Phase 5 - Construction Support				
1. Bidding Assistance	$ 3,680	$ 160	$ 3,520	
2. Construction Support	$ 5,320	$ 250	$ 5,070	
3. Caltrans Project Administration	N/A		$ 7,110	New task as requested by City
Phase 5 Subtotal	$ 9,000	$ 410	$ 15,700	
Deliverables/Reimbursable Expense	$ 2,000	$ 500	$ 1,500	500
Project Total	$ 143,870	$ 7,250	$ 143,730	

Summary

Original Fee Amount	$	143,870
5% Discount	$	7,250
	$	136,620

Multiple Project Award

New Task Request	$	7,110
Revised Fee Ammount	$	143,730

Phase 5 - Construction Support, Caltrans Project Administation

ATTACHMENT "B"

RESOLUTION NO. 7820

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017-18 ADOPTED ON JUNE 19, 2017

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2017-18, commencing July 1, 2017, and ending June 30, 2018; and

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

WHEREAS, the City's Safe Routes to School Cycle 2 Project is funded by both Federal Safe Routes to School Cycle 2 Grant and Measure R funds; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018, a copy of which is on file in the City Clerk's Office, and was adopted on June 19, 2017.

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

Section 1. The following adjustments are made to the City Budget:

Capital Grants: Federal Safe Routes to School Cycle 2 Grant Fund (010):

Increase in Expenditures: 010-311-XXXX-4600	$999,850
Increase in Revenues: 010-3686-XXXX	$999,850

Special Funds: Measure R Fund (012)

Increase in Expenditures: 012-311-XXXX-4600	$611,407

PASSED, APPROVED, AND ADOPTED this 18th day of September, 2017.

_____

Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of September, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk

This Page Intentionally Left Blank

11

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Finance Director

Date: September 18, 2017

Subject: Consideration to Take a Position to Oppose Senate Bill 649 (Hueso) Related to Wireless Telecommunications Facilities

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a letter opposing Senate Bill 649 (Hueso) (Attachment "A") that would reduce local control over wireless telecommunications facilities placed in the public right of way;

b. Authorize the City Manager to make additional edits to the letter, as appropriate; and

c. Authorize the Mayor to sign the letter on behalf of the City Council.

BACKGROUND:

1. Senate Bill (SB) 649 was introduced by Senator Benjamin Hueso (D) on February 17, 2017.

2. On March 2, 2017, SB 649 was sent to the Senate Committee on Appropriations and the Senate Committee on Governance and Finance.

3. On April 4, 2017, SB 649 was passed by the Senate Committee on Governance and Finance, as amended.

4. On April 26, 2017, SB 649 was passed by the Senate Committee on Appropriations, as amended.

5. On May 31, 2017, SB 649 was passed by the Senate and referred to the Assembly.

6. On June 28, 2017, SB 649 was passed by the Assembly Committee on Communications and Conveyance.

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

7. On July 12, 2017, SB 649 was passed by the Assembly Committee on Appropriations.

8. On September 1, 2017, SB 649 passed a second reading on the Assembly floor and was ordered to a third reading.

ANALYSIS:

SB 649 (Hueso), which makes changes to state law regarding wireless telecommunications facilities, would:

1. Require local governments to lease out public property (particularly street light poles, traffic signal poles, and certain areas of sidewalk) to private wireless companies.

2. Eliminate the ability for cities to negotiate a fair market rate lease for installation of wireless equipment, capping the charge at $250.

3. Require a ministerial rather than discretionary review process for all equipment defined as "small cell." In a ministerial review process, as long as the applicant meets the minimum requirements of the state law, the City must approve the installation.

SB 649 is strongly opposed by the League of California Cities, the California State Association of Counties, Urban Counties of California, the Rural County Representatives of California, and over 250 local jurisdictions.

BUDGET IMPACT:

There is no budget impact associated with sending a letter of opposition to SB 649. However, SB 649 would impede the City's ability negotiate a public benefit or lease rate with private companies wishing to use the public right-of-way for their equipment.

CONCLUSION:

SB 649 significantly reduces the City's local control over the best use of public resources (such as street light poles and sidewalks) by requiring "small cell" technology be approved through a ministerial, rather than a discretionary, review process and capping the annual rate that can be charged for use of that public resource. For those reasons, staff recommends opposing SB 649.

ATTACHMENTS:

A. Proposed Letter
B. Text of the proposed legislation, as amended on September 6, 2017

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
SYLVIA BALLIN

VICE MAYOR
ANTONIO LOPEZ

COUNCILMEMBER
ROBERT C. GONZALES

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
JAIME SOTO

September 18, 2017

Assembly Member Raul Bocanegra
State Assemblymember, 39th District
302 South Brand Boulevard, Suite #212
San Fernando, CA 91340

SUBJECT: Oppose SB 649 (Hueso). Wireless Telecommunications Facilities

Honorable Assembly Member Bocanegra:

I am writing on behalf of the City Council of the City of San Fernando to **oppose** to SB 649, which would represent a major shift in telecommunications policy and law by requiring local governments to lease out the public's property, cap how much cities can lease this space out for, eliminate the ability for cities to negotiate public benefits, and eliminate the public's input and full discretionary review in all communities of the state except for areas in coastal zones and historic districts, for the installation of "small cell" wireless equipment.

Despite characterizing the equipment as "small" in an attempt to justify this special permitting and price arrangement solely for the wireless industry, the bill would allow antennas as large as six cubic feet, equipment boxes totaling 35 cubic feet (larger than previous bill version of 21 cubic feet), with no size or quantity limitations for the following equipment: electric meters, pedestals, concealment elements, demarcation boxes, grounding equipment, power transfer switches, and cutoff switches.

Additionally, by designating the permitting process as ministerial (also known as over-the-counter or check-the-box permitting), cities would have to live with the size parameters established by the bill for "small cells." Cities would be unable to impose any meaningful maintenance requirements for the industry's small cells and are limited to requiring building and encroachment permits confined to the bill's parameters. True local discretion exists only through the use of discretionary permits, not through building or encroachment permits, especially since the public has no say in the issuance of the latter.

Furthermore, the ability for cities to negotiate any public benefit (typically negotiated because of the level of discretion cities currently have) would be eliminated by this bill. Benefits, such as network access for police, fire, libraries, and parks, negotiated lease agreements for the city general fund to pay for such services, or the ability to

OFFICE OF THE
CITY COUNCIL

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1201

WWW.SFCITY.ORG

use pole space for public safety and/or energy efficiency measures are effectively stripped down or taken away entirely. Even if every single city resident complained about a particular "small cell" and its visual blight, cities and their councils would have no recourse to take them down, move them, or improve their appearance or any other community impacts under SB 649.

As amended, the bill is no longer limited to just "small cells." It now applies broadly to all telecommunications providers and the equipment they use from "micro-wireless" to "small cell" to "macro-towers." It's clear from the direction of this bill, that this is not about 5G wireless deployment, but more about local deregulation of the entire telecommunications industry. This latest version places a new ban on city/county regulation of placement or operation of "communication facilities" within and outside the public right of way far beyond "small cells." This new language would extend local preemption of regulation to any "provider authorized by state law to operate in the rights of way," which can include communications facilities installed for services such as gas, electric, and water, leaving cities and counties with limited oversight only over "small cells."

Ultimately, cities and local governments recognize that the wireless industry offers many benefits in our growing economy, but a balance with community impacts must also be preserved. SB 649, however, undermines our ability to ensure our residents have a voice and get a fair return for any use of public infrastructure.

Residents in communities like San Fernando that don't happen to live in a coastal zone or in a historic district will have to wonder why their communities deserve such second-tier status. Furthermore, this bill is no longer about small cells; instead it's about all telecommunications regulation. Such a massive shift in law and policy is unprecedented and warrants statewide stakeholder meetings before even considering such a shift.

For these reasons, the City of San Fernando is **opposed** to SB 649.

Sincerely,

Sylvia Ballin, Mayor
City of San Fernando

cc: Senator Robert Hertzberg
Jennifer Quan, League of California Cities (via email)
Meg Desmond, League of California Cities mdesond@cacities.org

ATTACHMENT "B"

AMENDED IN ASSEMBLY SEPTEMBER 06, 2017
AMENDED IN ASSEMBLY JULY 18, 2017
AMENDED IN ASSEMBLY JULY 03, 2017
AMENDED IN ASSEMBLY JUNE 20, 2017
AMENDED IN SENATE MAY 02, 2017
AMENDED IN SENATE MARCH 28, 2017

CALIFORNIA LEGISLATURE— 2017–2018 REGULAR SESSION

SENATE BILL **No. 649**

Introduced by Senator Hueso
(Principal coauthor: Assembly Member Quirk)
(Coauthor: Senator Dodd)
(Coauthor: Assembly Member Dababneh)

February 17, 2017

An act to add Sections 65964.2 and 65964.5 to the Government Code, relating to telecommunications.

LEGISLATIVE COUNSEL'S DIGEST

SB 649, as amended, Hueso. Wireless telecommunications facilities.

(1) Existing federal law prohibits a state or local statute, regulation, or legal requirement from prohibiting an interstate or intrastate telecommunications service, but recognizes the ability of a state to impose, on a competitively neutral basis, requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers. If the Federal Communications Commission (FCC) determines that this prohibition has been violated, existing federal law requires the FCC to preempt the enforcement of the offending statute, regulation, or legal requirement to the extent necessary to correct the violation. Existing federal law additionally recognizes the authority of a state or local government to manage public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for the use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by that government. Existing federal law provides that no state or local government has the authority to regulate the entry of, or the rates charged by, a commercial mobile service, but permits a state to regulate the other terms and conditions of commercial mobile services.

Under existing law, ~~a wireless telecommunications collocation facility, as specified, is subject to a city or county discretionary permit and is required to comply with specified criteria, but a collocation~~

~~facility, which is~~ the placement or installation of *certain* wireless facilities, including antennas and related equipment, on or immediately adjacent to ~~that~~ *a* wireless telecommunications ~~collocation facility,~~ *facility, as specified,* is a permitted use not subject to a city or county discretionary ~~permit.~~ *permit, but certain other wireless telecommunications facilities are subject to city or county discretionary permitting and are required to comply with specified criteria.*

This bill would provide that a small ~~cell~~ *cell, as defined,* is a permitted use, subject only to a specified permitting process adopted by a city or county, if the small cell meets specified requirements. By imposing new duties on local agencies, this bill would impose a state-mandated local program. The bill would authorize a city or county to require an encroachment permit or a building permit, and any additional ministerial permits, for a small cell, as specified. The bill would authorize a city or county to charge 3 types of ~~fees:~~ *fees relating to these small cells:* an annual charge for each small cell attached to city or county vertical infrastructure, an annual attachment rate, ~~or~~ *and* a one-time reimbursement fee. The bill would require the city or county to comply with notice and hearing requirements before imposing the annual attachment rate. The bill would require an action or proceeding to challenge a fee imposed under the provisions of this bill to be commenced within 120 days of the effective date of the ordinance or resolution. ~~The bill would define the term "small cell" for these purposes.~~ *This bill would require each wireless service provider, on or before July 1, 2019, and again on or before December 31, 2020, to submit a report to the Legislature specifying the number of, and geographical location by ZIP Code of, the small cells that the wireless service provider has commenced operating within the state during the 18 months preceding the date of each report.*

(2) Existing law requires a local publicly owned electric utility, as defined, to make available appropriate space and capacity on and in certain utility poles and related structures. Existing law requires fees adopted to cover the costs to provide this use, and the terms and conditions of access, to meet specified requirements, and specifies the manner in which these fees and terms and conditions of access may be challenged.

This bill would provide that it does not authorize or impose an obligation to charge a different use fee on a local publicly owned electric utility, and does not change or remove any obligation by the owner or operator of a small cell to comply with a local publicly owned electric utility's reasonable and feasible safety, reliability, and engineering policies.

~~The~~

(3) The Digital Infrastructure and Video Competition Act of 2006 establishes a procedure for the issuance of state franchises for the provision of video service and cable service and designates the Public Utilities Commission as the sole franchising authority for a state franchise under the act. The act requires the holder of a state franchise to pay franchise fees, as specified. The act ~~prescribe~~ *prescribes* the extent of the obligation of a holder of a state franchise to provide public, educational, and governmental access (PEG) channels, but authorizes a local entity, as defined, to establish a fee to support the costs of PEG channel facilities, in the amount of 1% of gross revenues, or more in specified circumstances.

This bill would prohibit a city or county from requiring a provider of video ~~service~~ or cable service to obtain any *additional* authorization or permit not described above to provide any communications ~~service~~ *services* that ~~is~~ *are* provided by a ~~holder of a state~~ *provider that holds a* franchise pursuant to the act. The bill would prohibit a city or county from requiring the ~~holder of a state franchise~~ *provider*

of video or cable service to pay any tax, fee, assessment, or other charge not authorized by the act, this bill, or other state laws.

~~The~~

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

---

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. *(a)* The Legislature finds and declares that, to ensure that communities across the state have access to the most advanced communications technologies and the transformative solutions that robust wireless and wireline connectivity enables, such as Smart Communities and the Internet of Things, California should work in coordination with federal, state, and local officials to create a statewide framework for the deployment of advanced wireless communications infrastructure in California that does all of the following:

~~(a)~~

(1) Reaffirms local governments' historic role and authority with respect to communications infrastructure siting and construction generally.

~~(b)~~

(2) Reaffirms that deployment of telecommunications facilities in ~~the~~ *public* rights-of-way is a matter of statewide concern, subject to a statewide franchise, and that expeditious deployment of telecommunications networks generally is a matter of both statewide and national concern.

~~(c)~~

(3) Recognizes that the impact on local interests from individual small ~~wireless facilities~~ *cells* will be sufficiently minor and that such deployments should be a permitted use statewide and should ~~not~~ be subject *only* to ~~discretionary zoning review.~~ *encroachment or building permits, or their functioning equivalents, while requiring providers to comply with all applicable federal, state, and local health and safety regulations, including the federal Americans with Disabilities Act of 1990 and the California Public Utilities Commission's General Order 95.*

~~(d)Requires expiring permits for these facilities to be renewed so long as the site maintains compliance with use conditions adopted at the time the site was originally approved.~~

~~(e)Requires providers to obtain all applicable building or encroachment permits and comply with all related health, safety, and objective aesthetic requirements for small wireless facility deployments on a ministerial basis.~~

(4) Makes small cell installations on vertical infrastructure, and on property outside a public right-of-way, subject to feasible design and collocation standards, including reasonable and objective specifications regarding the appearance and location of the small cell installation.

~~(f)~~

(5) Grants providers ~~fair, reasonable, nondiscriminatory, and nonexclusive~~ access to locally owned ~~utility poles, streetlights, and other suitable host~~ *vertical* infrastructure located within ~~the~~ public rights-of-way ~~and in other local public places such as stadiums, parks, campuses, hospitals, transit stations, and public buildings consistent with all applicable health and safety requirements, including Public Utilities Commission General Order 95.~~ *under reasonable terms and conditions.*

(6) Grants providers nondiscriminatory access to property owned or controlled by a local jurisdiction that is not in a public right-of-way and is already being used for comparable purposes under similar terms and conditions.

~~(g)~~

(7) Provides for full recovery by local governments of the costs of attaching communications facilities to utility poles, streetlights, and other suitable host infrastructure in a manner that is consistent with existing federal and state laws governing utility pole attachments ~~generally.~~ *generally, and of an additional charge of up to two hundred fifty dollars ($250) for small cell attachments to vertical infrastructure owned or controlled by a city or county.*

~~(h)~~

(8) Permits local governments to charge permit fees that are fair, reasonable, nondiscriminatory, and cost based.

(9) Preserves existing agreements between wireless service providers and local governments for the leasing or licensing of vertical infrastructure for small cell attachments.

~~(i)~~

(10) Advances technological and competitive neutrality while not adding new requirements on competing providers that do not exist today.

~~(j)~~

(11) Limits the creation or erection of ~~any~~ unreasonable ~~requirement~~ *requirements* for access to ~~the~~ public rights-of-way by communications providers, including excessive delays in negotiations and approvals for communications facilities.

(b) The Legislature further finds and declares that wireless service providers deploy small cells to areas based on demand for services regardless of the income characteristics of the areas, that this act will complement efforts to close the digital divide by creating a framework that will incentivize private industry to invest or accelerate investment in the deployment of small cells, and that this act will complement current state and federal government efforts to subsidize the deployment of broadband, including all of the following:

(1) The Federal Communications Commission's Mobility Fund II Program, a program to help expand mobile coverage across rural America and tribal lands by providing $4.5 billion in subsidies within the next 10 years.

(2) The Connect America Fund, a Federal Communications Commission program that expands access to voice and broadband services to unserved locations across the country.

(3) The California Advanced Services Fund, a program promoting, on a technologically neutral basis, the deployment of broadband infrastructure to unserved and underserved areas with a goal of providing broadband access to 98 percent of Californian households.

SEC. 2. Section 65964.2 is added to the Government Code, to read:

65964.2. (a) A small cell shall be a permitted use subject only to a permitting process adopted by a city or county pursuant to subdivision (b) if it satisfies the following requirements:

(1) The small cell is located in ~~the~~ *a* public ~~rights-of-way~~ *right-of-way* in any zone or in any zone that includes a commercial or industrial use.

(2) The small cell complies with all applicable federal, state, and local health and safety regulations, including the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.).

(3) The small cell is not located on a fire department facility.

(b) (1) A city or county may require that ~~the~~ *a* small cell be approved pursuant to a building permit or its functional equivalent in connection with placement outside of ~~the~~ public rights-of-way or an encroachment permit or its functional equivalent issued consistent with Sections 7901 and 7901.1 of the Public Utilities Code for ~~the~~ placement in public rights-of-way, and any additional ministerial permits, provided that all permits are issued within the timeframes required by state and federal law.

(2) Permits issued pursuant to this subdivision may be subject to the following:

(A) The same permit requirements as for similar construction projects and applied in a nondiscriminatory manner.

(B) A requirement to submit additional information showing that the small cell complies with the Federal Communications Commission's regulations concerning radio frequency emissions referenced in Section 332(c)(7)(B)(iv) of Title 47 of the United States Code.

(C) A condition that the applicable permit may be rescinded if construction is not substantially commenced within one year. Absent a showing of good cause, an applicant under this section may not renew the permit or resubmit an application to develop a small cell at the same location within six months of rescission.

(D) A condition that small cells no longer used to provide service shall be removed at no cost to the city or county.

(E) Compliance with building codes, including building code structural requirements.

(F) A condition that the applicant pay all electricity costs associated with the operation of the small cell.

(G) A condition ~~to comply~~ *requiring compliance* with feasible design and collocation standards on a small cell to be installed on property not in ~~the~~ *public* rights-of-way.

(H) A condition to indemnify a city, county, or city and county, against claims brought by third parties against the city, county, or city and county, associated with the installation of a small cell.

(3) Permits issued pursuant to this subdivision shall not be subject ~~to:~~ *to any of the following conditions:*

(A) Requirements to provide additional services, directly or indirectly, including, but not limited to, in-kind contributions from the applicant such as reserving fiber, conduit, or pole space.

(B) The submission of any additional information other than that required of similar construction projects, except as specifically provided in this section.

(C) Limitations on routine maintenance or the replacement of small cells with small cells that are substantially similar, the same size or smaller.

(4) A city or county shall not impose permitting requirements or fees on the installation, placement, maintenance, or replacement of micro wireless facilities that are suspended, whether embedded or attached, on communication cables strung between utility poles in compliance with state safety codes.

(c) A city or county shall not preclude the leasing or licensing of its vertical infrastructure located in public rights-of-way or public utility easements under the terms set forth in this subdivision. Vertical infrastructure shall be made available for the placement of small cells under fair and reasonable fees, subject to the requirements in subdivision (d), terms, and conditions, which may include feasible design and collocation standards. A city or county may reserve capacity on vertical infrastructure if the city or county adopts a resolution finding, based on substantial evidence in the record, that the capacity is needed for projected city or county uses.

(d) (1) A city or county may charge the following fees:

(A) An annual charge not to exceed two hundred fifty dollars ($250) for each small cell attached to city or county vertical infrastructure.

(B) An annual attachment rate that does not exceed an amount resulting from the following requirements:

(i) The city or county shall calculate the rate by multiplying the percentage of the total usable space that would be occupied by the attachment by the annual costs of ownership of the vertical infrastructure and its anchor, if any.

(ii) The city or county shall not levy a rate that exceeds the estimated amount required to provide use of the vertical infrastructure for which the annual recurring rate is levied. If the rate creates revenues in excess of actual costs, the city or county shall use those revenues to reduce the rate.

(iii) For purposes of this subparagraph:

(I) "Annual costs of ownership" means the annual capital costs and annual operating costs of the vertical infrastructure, which shall be the average costs of all similar vertical infrastructure owned or controlled by the city or county. The basis for the computation of annual capital costs shall be historical capital costs less depreciation. The accounting upon which the historical capital costs are determined shall include a credit for all reimbursed capital costs. Depreciation shall be based upon the average service life of the vertical infrastructure. Annual cost of ownership does not include costs for any property not necessary for use by the small cell.

(II) "Usable space" means the space above the minimum grade that can be used for the attachment of antennas and associated ancillary equipment.

(C) A one-time reimbursement fee for actual costs incurred by the city or county for rearrangements performed at the request of the small cell provider.

(2) A city or county shall comply with the following before adopting or increasing the rate described in subparagraph (B) of paragraph (1):

(A) At least 14 days before the hearing described in subparagraph (C), the city or county shall provide notice of the time and place of the meeting, including a general explanation of the matter to be considered.

(B) At least 10 days before the hearing described in subparagraph (C), the city or county shall make available to the public data indicating the cost, or estimated cost, to make vertical structures available for use under this section if the city or county adopts or increases the proposed rate.

(C) The city or county shall, as a part of a regularly scheduled public meeting, hold at least one open and public hearing at which time the city or county shall permit the public to make oral or written presentations relating to the rate. The city or county shall include a description of the rate in the notice and agenda of the public meeting in accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section ~~54950.5)~~ *54950)* of Part 1 of Division 2 of Title 5).

(D) The city or county may approve the ordinance or resolution to adopt or increase the rate at a regularly scheduled open meeting that occurs at least 30 days after the initial public meeting described in subparagraph (C).

(3) A judicial action or proceeding to attack, review, set aside, void, or annul an ordinance or resolution adopting, or increasing, a fee described in this subdivision, shall be commenced within 120 days of the effective date of the ordinance or resolution adopting or increasing the fee. A city or county or interested person shall bring an action described in this paragraph pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure in a court of competent jurisdiction.

(4) This subdivision does not prohibit a wireless service provider and a city or county from mutually agreeing to ~~an annual charge or attachment rate~~ *a rate, charge, term, or condition* that is different

from ~~the fees or rates~~ *that* established ~~above.~~ *pursuant to the procedures in this subdivision, provided that either party may withdraw from negotiations seeking such an agreement by written notice.*

(e) A city or county shall not discriminate against the deployment of a small cell on property owned by the city or county and shall make space available on property not located in ~~the~~ public rights-of-way under terms and conditions that are no less favorable than the terms and conditions under which the space is made available for comparable commercial projects or uses. These installations shall be subject to reasonable and nondiscriminatory rates, terms, and conditions, which may include feasible design and collocation standards.

(f) This section does not alter, modify, or amend any franchise or franchise requirements under state or federal law, including Section 65964.5.

(g) For purposes of this section, the following terms have the following meanings:

(1) "Feasible design and collocation standards" means reasonable and objective specifications concerning the physical structure, construction, location, and appearance of a small cell, provided that those specifications facilitate the installation of the small cell and may be waived by the city or county on a nondiscriminatory basis.

~~(1)~~

(2) "Micro wireless facility" means a small cell that is no larger than 24 inches ~~long,~~ *in length,* 15 inches in width, 12 inches in height, and that has an exterior antenna, if any, no longer than 11 inches.

~~(2)~~

(3) (A) "Small cell" means a wireless telecommunications facility, as defined in paragraph (2) of subdivision (d) of Section 65850.6, or a wireless facility that uses licensed or unlicensed spectrum and that meets the following qualifications:

(i) The small cell antennas on the structure, excluding the associated equipment, total no more than six cubic feet in volume, whether an array or separate.

(ii) Any individual piece of associated equipment on pole structures does not exceed nine cubic feet.

(iii) The cumulative total of associated equipment on pole structures does not exceed 21 cubic feet.

(iv) The cumulative total of any ground-mounted equipment along with the associated equipment on any pole or nonpole structure does not exceed 35 cubic feet.

(v) The following types of associated ancillary equipment are not included in the calculation of equipment volume:

(I) Electric meters and any required pedestal.

(II) Concealment elements.

(III) Any telecommunications demarcation box.

(IV) Grounding equipment.

(V) Power transfer switch.

(VI) Cutoff switch.

(VII) Vertical cable runs for the connection of power and other services.

(VIII) Equipment concealed within an existing building or structure.

(B) "Small cell" includes a micro wireless facility.

(C) "Small cell" does not include the following:

(i) ~~Wireline~~ *A wireline* backhaul facility, which is defined to mean a facility used for the transport of communications data by wire from wireless facilities to a network.

(ii) Coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna or collocation.

(iii) Wireless facilities placed in any historic district listed in the National Park Service Certified State or Local Historic Districts or in any historical district listed on the California Register of Historical Resources or placed in coastal zones subject to the jurisdiction of the California Coastal Commission.

(iv) The underlying vertical infrastructure.

~~(3)~~

(4) (A) "Vertical infrastructure" means all poles or similar facilities owned or controlled by a city or county that are in ~~the~~ public rights-of-way or public utility easements and meant for, or used in whole or in part for, communications service, electric service, lighting, traffic control, or similar functions.

(B) For purposes of this paragraph, ~~the term~~ *facilities are* "controlled" ~~means having~~ *by a city or county if the city or county has* the right to allow subleases or sublicensing. A city or county may impose feasible design or collocation standards for small cells placed on vertical infrastructure, including the placement of associated equipment on the vertical infrastructure or the ground.

(5) "Wireless service provider" means a provider of "commercial mobile radio service" or "commercial mobile data service," as those terms are defined in Section 20.3 of Title 47 of the Code of Federal Regulations, using spectrum radio frequencies licensed to it by the Federal Communications Commission or any successor agency.

(h) Existing agreements *with a wireless provider or its agent* regarding the leasing or licensing of vertical infrastructure entered into before the operative date of this section remain in effect, subject to applicable termination provisions. The operator of a small cell may accept the rates of this section for small cells that are the subject of an application submitted after the agreement is terminated pursuant to the terms of the agreement.

(i) Nothing in this section shall be construed to authorize or impose an obligation to charge a use fee different than that authorized by Part 2 (commencing with Section 9510) of Division 4.8 of the Public Utilities Code on a local publicly owned electric utility.

(j) This section does not change or remove any obligation by the owner or operator of a small cell to comply with a local publicly owned electric utility's reasonable and feasible safety, reliability, and engineering policies.

(k) A city or county shall consult with the utility director of a local publicly owned electric utility when adopting an ordinance or establishing permitting processes consistent with this section that impact the local publicly owned electric utility.

(l) ~~Nothing in this~~ *This* section shall *not* be construed to modify the rules and compensation structure that have been adopted for an attachment to a utility pole owned by an electrical corporation or telephone corporation, as those terms are defined in Section 216 of the Public Utilities Code pursuant to state and federal law, including, but not limited to, decisions of the Public Utilities Commission adopting rules and a compensation structure for an attachment to a utility pole owned by an electrical corporation or telephone corporation, as those terms are defined in Section 216 of the Public Utilities Code.

(m) ~~Nothing in this~~ *This* section shall *not* be construed to modify any applicable rules adopted by the Public Utilities Commission, including General Order 95 requirements, regarding the attachment of wireless facilities to a utility pole owned by an electrical corporation or telephone corporation, as those terms are defined in Section 216 of the Public Utilities ~~Code~~ *Code, and shall not preclude a city or county from exercising authority granted to a local government to enforce state safety regulations.*

(n) The Legislature finds and declares that small cells, as defined in this section, have a significant economic impact in California and are not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution, but are a matter of statewide concern.

(o) On or before July 1, 2019, and again on or before December 31, 2020, each wireless service provider shall submit a report to the Legislature specifying the number of, and geographical location by ZIP Code of, the small cells that the wireless service provider has commenced operating within the state during the 18 months preceding the date of each report. In order to protect competitively sensitive information, the wireless service provider may aggregate and submit that information through a third party.

SEC. 3. Section 65964.5 is added to the Government Code, to read:

65964.5. Except as provided in Sections 65964, 65964.2, and 65850.6, or as specifically required by state law, a city or county may not require a provider of video ~~service~~ or cable service to obtain any *additional* authorization or permit to provide any communications ~~service~~ *services* that ~~is~~ *are* provided by a ~~holder of a state~~ *provider that holds a* franchise pursuant to the Digital Infrastructure and Video Competition Act of 2006 (Division 2.5 (commencing with Section 5800) of the Public Utilities Code), nor may a city or county require ~~the holder of a state franchise~~ *such a provider of video or cable service* to pay any tax, fee, assessment, or other charge not authorized by the Digital Infrastructure and Video Competition Act of 2006.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

12

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Anthony Vairo, Police Chief

Date: September 18, 2017

Subject: Consideration to Approve a Co-sponsorship and Use of the City Seal for a Homeless Connect Day Event on November 16, 2017

RECOMMENDATION:

It is recommended that the City Council:

a. Approve Co-sponsorship of a Homeless Connect Day event to be held at Recreation Park in San Fernando with the County of Los Angeles and State of California; and

b. Approve the use of the City seal on print material pursuant to City Council Resolution No. 6904 (Attachment "A").

BACKGROUND:

1. Similar to other jurisdictions in Southern California, San Fernando has seen a slow, yet steady, increase in the population of homeless persons residing on City streets and other public and private property in the City.

2. The Police Department has engaged in appropriate enforcement activities to discourage violations of the City Code and Public Health ordinances as well as connect homeless persons with available resources. Officers have encouraged members of the homeless community to participate in local Homeless Connect Days that have been held at El Cariso Park in Sylmar and areas in Van Nuys. However, very few have participated in events outside the City even when offered transportation. A Homeless Connect Day has not yet been held in San Fernando.

3. In March 2017, Police Department staff met with the Field Deputy for Supervisor Sheila Kuehl to discuss the feasibility of hosting a Homeless Connect Day in the City of San Fernando. Staff has also engaged staff from the offices of Senator Robert Hertzberg and Assembly Member Raul Bocanegra to solicit their interest in co-sponsoring such an event.

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

4. Senator Hertzberg, Assembly Member Bocanegra, and Supervisor Kuehl all agreed to co-host a Homeless Connect Day on November 16, 2017 in San Fernando.

ANALYSIS:

The goal of a Homeless Connect Day event is to link individuals and families experiencing homelessness with long-term services and housing to assist them with transitioning to permanent housing. To accomplish this, Homeless Connect Days include: 1) homeless services providers; 2) immediate assistance with critical needs; and 3) incentives to connect to services.

Homeless service providers that typically attend these events include government and non-profit homeless service agencies, housing providers, health providers, mental health providers, substance abuse treatment agencies, employment assistance, veterans' assistance agencies, and agencies serving transition age youth.

The proposed event would be sponsored by the City of San Fernando, Senator Hertzberg, Assembly Member Bocanegra and Supervisor Kuehl. The concept is to provide a one-stop approach for homeless persons to be assessed and intake processed for essential services including mental health services, housing, hygiene needs, public assistance and other important available resources.

As the host, the City would be responsible to provide the following:

- The event location (Recreation Park Gym) and waiving rental fees.
- Tables, chairs, and shade tents (if applicable).
- Marketing material for the event using a template that has already been created.
- Advertising in the community, particularly to Neighborhood Watch and other interested civic groups.
- Water and lunch (staff will secure donations).
- Staff time to set-up/break down the event.
- Securing any additional service providers (if desired) such as pet grooming, haircuts, etc.
- Providing "passports" to encourage participants to visit service providers.
- Inviting the media through press releases and social media postings.

Example of Homeless services to be available:

- Los Angeles Homeless Services Authority (LAHSA) – Assessment and referral
- Northeast Valley Health Corporation
- Department of Public Social Services
- Homeless Court (City Attorney Office Citation Project, also serve county homeless)
- Operation Healthy Homecoming

- Tarzana Treatment Center
- Olive View Community Mental Health Urgent Care
- The Salvation Army
- LA Family Housing
- The Village Family Services
- Hope Mill
- Shower trucks (water connection needed as well as space for parking/set up)

BUDGET IMPACT:

The budget impact is minimal: 30 rental tables and 100 rental chairs are required to provide tables for the vendors to offer information and conduct intake services. The chairs would also be used for participants to sit in and eat lunch. The cost is approximately $250 for these items and can be paid for from the Police Department budget.

Set-up and breakdown activities will occur during regular facility hours and will be handled primarily by regularly scheduled City staff.

CONCLUSION:

It is recommended that the City Council approve the co-sponsorship of a Homeless Connect Day event in San Fernando to be held on November 16, 2017.

ATTACHMENT:

A. Resolution No. 6904
B. Homeless Connect Day 2017 Calendar
C. Sample Homeless Connect Day Flyer

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.

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

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

ATTEST:

Elena G Chávez
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada, City Attorney

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

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

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

NOES: None

ABSENT: None

Elena G Chávez
Elena G. Chávez, City Clerk

ATTACHMENT "B"

2017 CALENDAR

HOMELESS CONNECT DAY



Location Sites

3rd Thursday each month

- ✓ **February 16th** - Sunland/Tujunga (LAFH)
- ✓ **March 16th** - Sylmar (BOS 3rd District, CD7 & Hertzberg)

April 20th - Sepulveda Basin/Encino (Mayor)

May 18th - Winnetka (LAFH & CD3)

June 15th - Van Nuys (CD2 & BOS 3rd District)

July 20th - North Hills (CD6)

August 17th - North Hollywood (CD2 & CD4)

***September 28st** - Santa Clarita Valley

October 19th - Woodland Hills (CD3)

November 16th – San Fernando (BOS 3rd District & City of San Fernando)

****December 14th** - Sylmar (BOS 3rd District)

***4th Thursday of the month**

****2nd Thursday of the month**

ATTACHMENT "C"

Sepulveda Basin Homeless Connect Day



WHEN:

Thursday, April 20, 2017

10 am—1 pm

WHERE:

Woodley Park

(near the archery area)

6100 Woodley Ave.

Van Nuys, CA 91406

This event is a collaboration between the Los Angeles County, City of Los Angeles, the State of California and non-profit agencies that will provide free services to homeless individuals in need of assistance.

Veterans are welcome and encouraged to participate

Lunch will be provided to participants on a first come, first served basis. For more information, please contact Kevin Taylor at kevin.taylor@lacity.org

LA FAMILY HOUSING

Eric Garcetti #lamayor

NURY MARTINEZ
CITY OF LOS ANGELES COUNCILWOMAN, 6TH DISTRICT

Supervisor Sheila Kuehl

Encino Neighborhood Council

This Page Intentionally Left Blank

13

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Jack Wong, Interim Community Development Director

Date: September 18, 2017

Subject: Consideration to Adopt an Urgency Ordinance To Expressly Prohibit All Medicinal and Adult-Use Commercial Cannabis Activities Throughout the City of San Fernando, Excluding Medicinal-Only Cannabis Deliveries Originating from Qualified Licensed Retailers Located Outside of the City

RECOMMENDATION:

It is recommended that the City Council:

a. Conduct a Public Hearing; and

b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. 1669 (Attachment "A") by title, "An Urgency Ordinance of the City Council of the City of San Fernando, California, Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit All Medicinal and Adult-Use Commercial Cannabis Activities Throughout the City, Excluding Medicinal-Only Cannabis Deliveries Originating from Qualified Licensed Retailers Located Outside of the City's Boundaries, and Declaring the Urgency Thereof, in Accordance with Government Code Sections 36934 and 36937." This Ordinance is introduced pursuant to Government Code Sections 36934 and 36937 and requires a four-fifths (4/5ths) vote for adoption.

BACKGROUND:

1. In 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the "CUA"), which was codified under Health and Safety Code Section 11262.5 et sec. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.";

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

2. In 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.)(the "MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

3. California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes.

4. In 2013, the California Supreme Court in the case of *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, found the CUA and MMP do not preempt a city's local regulatory authority and confirmed a city's ability to prohibit medical marijuana dispensaries within its boundaries. In 2013, the California Third District Appellate Court further held that state law does "not preempt a city's police power to prohibit the cultivation of all marijuana within the city."

5. The Federal Controlled Substances Act (21 U.S. C., § 801 et seq.) makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute, or dispense marijuana. Despite such federal prohibition, on August 29, 2013, the United States Department of Justice issued a memorandum (the "Cole Memo") stating that, notwithstanding the federal classification of marijuana as a schedule 1 controlled substance, jurisdictions that have legalized marijuana in some form are less likely to be subject to federal enforcement under the Controlled Substances Act if they have implemented strong and effective regulatory and enforcement systems to follow eight guiding principles: (1) preventing the distribution of marijuana to minors; (2) preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels; (3) preventing the diversion of marijuana from states where it is legal under state law in some form to other states; (4) preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; (5) preventing violence and the use of firearms in the cultivation and distribution of marijuana; (6) preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; (7) preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and (8) preventing marijuana possession or use on federal property.

6. In September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the "MMRSA"). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis. Pursuant to the MMRSA, on May 16, 2016, the City Council adopted Ordinance No. 2889 to prohibit medical commercial cannabis activities throughout the City, with the exception of medical cannabis deliveries to qualified patients or primary caregivers within the City by licensed dispensaries. The MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the "MCRSA"), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees.

7. On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was approved California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a).). Proposition 64 would legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants. On November 7, 2016, the City Council adopted Ordinance No. 1659 to prohibit outdoor personal marijuana cultivation and establish regulations and a permitting process for indoor personal marijuana cultivation. AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products.

8. On January 17, 2017 and February 6, 2017, City staff and consultants from HdL presented regulatory and prohibition options concerning medical and nonmedical commercial cannabis activities, the City Council established an Ad Hoc Committee of Mayor Sylvia Ballin and Councilmember Antonio Lopez to study such options and make recommendations to the full City Council. The City Council further directed City staff to submit a request for qualifications (RFQ) to obtain a consultant to advise on such options. HdL was subsequently engaged to provide expert advise regarding regulatory and prohibition options related to commercial cannabis activities.

9. On June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The new consolidated provisions under SB 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as "medicinal cannabis" and nonmedical/recreational cannabis as "adult-use cannabis."

10. MAUCRSA allows local jurisdictions to wholly or partially ban or regulate adult-use or medicinal commercial cannabis activities within its jurisdiction. Subdivision (a) of Business and Professions Code Section 26200 observes that state law "shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction."

11. Under er MAUCRSA, "commercial cannabis activity" includes "the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products." (Bus. & Prof. Code, § 26001, subd. (k).

ANALYSIS:

Pursuant to California Constitution Article XI, Section 7, the City has the authority to enact local planning and land use regulations to protect the public health, safety, and welfare of the City's residents through its police power. The attached Urgency Ordinance implements a broad ban on both adult-use and medicinal commercial cannabis activities while preserving the City's existing limited allowance of certain medicinal-only commercial cannabis deliveries to locations within the City provided such deliveries originate from licensed cannabis retailers located outside the territorial boundaries of the City.

Approval of the attached Urgency Ordinance does not prevent the City's Ad Hoc Committee from continuing to study different regulatory and prohibition options under MAUCRSA and would not preclude the City Council from adopting different regulations at a later time based on additional input from the Ad Hoc Committee and the community at large.

It should be observed that MAUCRSA limits local bans on cannabis transportation such that the City cannot "prevent the transportation of cannabis or cannabis products on public roads by a licensee transporting cannabis or cannabis products in compliance" with state law, and this limit is designed to allow the free flow of commerce on City roads despite a City ban on the conduct of such business within the City. That said, adoption of this Urgency Ordinance would bar cannabis delivery operations illegally headquartered in, or otherwise originating from within the City.

Government Code Sections 36934 and 36937 authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety, provided the

City Council approves the Urgency Ordinance by 4/5ths vote of its members (i.e., 4 votes are required to approve the Urgency Ordinance). As part of the approval, the City Council must also make urgency findings. In that regard, it is the recommendation of City staff that the City Council approve the Urgency Ordinance since the Urgency Ordinance is necessary for the immediate preservation of the public peace, health, or safety because (i) the City's only prohibitions on adult-use cannabis businesses are limited to those implicit through permissive zoning. In light of AUMA and MAUCRSA; and (ii) it is necessary to expeditiously and expressly prohibit such activities in order to prevent the establishment of such businesses within the City, which can engender nuisances in the City and facilitate criminal activity. Further, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that certain cannabis-related activities can create adverse impacts to the public peace, safety, and health. Accordingly, it is also necessary for the City to update its prohibitions on medicinal cannabis businesses as its previously codified bans are outdated in light of the adoption of MAUCRSA. Without updated prohibitions, bad actors could attempt to establish unwanted and unregulated businesses in the City, which would be detrimental to the public peace, safety, and health.

BUDGET IMPACT:

Approval of this Urgency Ordinance does not have any direct impact on the City's General Fund budget. City staff time and the legal fees from the City Attorney's Office for work on a permanent ordinance amendment and any related measures would be covered under the FY 2017-2018 adopted budget.

CONCLUSION:

It is recommended that the City Council approve the attached Urgency Ordinance by 4/5ths vote (or a minimum of 4 affirmative "Yes" votes) of the City Council and make the findings indicated above.

ATTACHMENT:

A. Urgency Ordinance No. 1669

ATTACHMENT "A"

URGENCY ORDINANCE NO. 1669

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING CHAPTER 22 (BUSINESSES) AND CHAPTER 106 (ZONING) TO EXPRESSLY PROHIBIT ALL MEDICINAL AND ADULT-USE COMMERCIAL CANNABIS ACTIVITIES THROUGHOUT THE CITY, EXCLUDING MEDICINAL-ONLY CANNABIS DELIVERIES ORIGINATING FROM QUALIFIED LICENSED RETAILERS LOCATED OUTSIDE OF THE CITY'S BOUNDARIES, AND DECLARING THE URGENCY THEREOF, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937

WHEREAS, pursuant to California Constitution Article XI, Section 7, the City of San Fernando (the "City") has the authority to enact local planning and land use regulations to protect the public health, safety, and welfare of the City's residents through its police power;

WHEREAS, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the "CUA"), which was codified under Health and Safety Code Section 11262.5 et sec. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.";

WHEREAS, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.)(the "MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances;

WHEREAS, California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes;

WHEREAS, in 2013, the California Supreme Court in the case of *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, found the CUA and MMP do not preempt a city's local regulatory authority and confirmed a city's ability to prohibit medical marijuana dispensaries within its boundaries. In 2013, the California Third District Appellate Court further held that state law does "not preempt a city's police power to prohibit the cultivation of all marijuana within the city.";

WHEREAS, the Federal Controlled Substances Act (21 U.S. C., § 801 et seq.) makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute, or dispense marijuana. Despite such federal prohibition, on August 29, 2013, the United States Department of Justice issued a memorandum (the "Cole Memo") stating that, notwithstanding the federal classification of marijuana as a schedule 1 controlled substance, jurisdictions that have legalized marijuana in some form are less likely to be subject to federal enforcement under the Controlled Substances Act if they have implemented strong and effective regulatory and enforcement systems to follow eight guiding principles: (1) preventing the distribution of marijuana to minors; (2) preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels; (3) preventing the diversion of marijuana from states where it is legal under state law in some form to other states; (4) preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; (5) preventing violence and the use of firearms in the cultivation and distribution of marijuana; (6) preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; (7) preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and (8) preventing marijuana possession or use on federal property;

WHEREAS, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the "MMRSA"). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis;

WHEREAS, pursuant to the MMRSA, on May 16, 2016 the City Council of the City of San Fernando (the "City Council" of the "City") adopted Ordinance No. 2889 to prohibit medical commercial cannabis activities throughout the City, with the exception of medical cannabis deliveries to qualified patients or primary caregivers within the City by licensed dispensaries;

WHEREAS, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the "MCRSA"), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees;

WHEREAS, On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was approved California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a).). Proposition 64 would legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants. On November 7, 2016, the City Council adopted Ordinance No. 1659 to prohibit outdoor personal marijuana cultivation and establish regulations and a permitting process for indoor personal marijuana cultivation;

WHEREAS, AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products;

WHEREAS, on January 17, 2017 and February 6, 2017, City staff and consultants from HdL presented regulatory and prohibition options concerning medical and nonmedical commercial cannabis activities, the City Council established an ad hoc committee of Mayor Sylvia Ballin and Councilman Antonio Lopez to study such options and make recommendations to the full City Council, and the City Council further directed City staff to submit a request for qualifications (RFQ) to obtain a consultant to advise on such options;

WHEREAS, on May 1, 2017, HdL was engaged through the RFQ and interview processes to provide expert advise regarding regulatory and prohibition options related to commercial cannabis activities;

WHEREAS, on June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The new consolidated provisions under SB 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as "medicinal cannabis" and nonmedical/recreational cannabis as "adult-use cannabis";

WHEREAS, MAUCRSA allows local jurisdictions to wholly or partially ban or regulate adult-use or medicinal commercial cannabis activities within its jurisdiction. Subdivision (a) of Business and Professions Code Section 26200 observes that state law "shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction.";

WHEREAS, under MAUCRSA, "commercial cannabis activity" includes "the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products." (Bus. & Prof. Code, § 26001, subd. (k).);

WHEREAS, the City Council seeks to implement a broad ban on both adult-use and medicinal commercial cannabis activities while preserving its existing limited allowance of certain medicinal-only commercial cannabis deliveries to locations within the City provided such deliveries originate from licensed cannabis retailers located outside the territorial boundaries of the City;

WHEREAS, the City Council seeks to implement such ban while it studies regulatory and prohibition options under MAUCRSA through its appointed ad hoc committee and engaged expert consultants;

WHEREAS, the broad ban on adult-use and medicinal commercial cannabis activities employed though this Ordinance would not preclude the Council from adopting future regulations as to any adult-use and medicinal commercial cannabis, e.g. allowance for medicinal-only cannabis manufacturing businesses;

WHEREAS, MAUCRSA, limits local bans on cannabis transportation such that the City cannot "prevent the transportation of cannabis or cannabis products on public roads by a licensee transporting cannabis or cannabis products in compliance" with state law, and this limit is designed to allow the free flow of commerce on City roads despite a City ban on the conduct of such business within the City;

WHEREAS, adoption of this Ordinance would bar cannabis delivery operations illegally headquartered in, or otherwise originating from within the City;

WHEREAS, Government Code Sections 36934 and 36937 authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety.

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

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

SECTION 2. Urgency Findings. The immediate passage of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, or safety because the City's only prohibitions on adult-use cannabis businesses are limited to those implicit through permissive zoning. In light of AUMA and MAUCRSA, it is necessary to expeditiously and expressly prohibit such activities in order to prevent the establishment of such businesses within the City, which can engender nuisances in the City and facilitate criminal activity. Further, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that certain cannabis-related activities can create adverse impacts to the public peace, safety, and health. It is also necessary for the City to update its prohibitions on medicinal cannabis businesses as its previously codified bans are outdated in light of the adoption of MAUCRSA. Without updated prohibitions, bad actors could attempt to establish unwanted and unregulated businesses in the City, which would be detrimental to the public peace, safety, and health.

SECTION 3. Section 22-64 (Unlawful business not authorized) of Division 1 (Generally) of Article II (Licensing) of Chapter 22 (Businesses) of the San Fernando Municipal Code is amended in its entirety to read as follows:

"Sec. 22-64 Unlawful business not authorized.

(a) No license issued under this article shall be construed as authorizing the conduct or continuance of any illegal or unlawful business or the provision or sale of any service or product that is illegal under the laws of the United States or the State of California, or any ordinance of the city. Notwithstanding any provision of this Code to the contrary, no business license shall be issued for any use of land, operation, or business in all planning areas, districts, or zones within the city that is in violation of local, state and/or federal law.

(b) No license shall be issued under this article relating to the establishment and/or operation of any business or the provision or sale of any service or product relating to adult-use or medicinal "commercial cannabis activities," as such term is defined in Subdivision (k) of California Business and Professions Code Section 26001 and as the same may be amended from time to time."

SECTION 4. Division 18 (Medical Marijuana/Cannabis Prohibitions) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended in its entirety to read as follows:

"Division 18 – Prohibition on Commercial Cannabis Activities

Sec. 106-1411 Definitions.

"Cannabis" shall have the same meaning as set forth in subdivision (f) of California Business and Professions Code Section 26001, as the same may be amended from time to time.

"Cannabis products" shall have the same meaning as set forth in California Health and Safety Code Section 11018.1, as the same may be amended from time to time.

"Caregiver" or "primary caregiver" shall have the same meaning as set forth in California subdivision (d) of Business and Professions Code Section 11362.7, as may be amended from time to time.

"Commercial cannabis activity" shall have the same meaning as set forth in subdivision (k) of California Business and Professions Code Section 26001, as the same may be amended from time to time, and shall include, and not be limited to the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products.

"Cultivation" or "Cultivate" shall have the same meaning as set forth in subdivision (l) of California Business and Professions Code Section 26001, as the same may be amended from time to time.

"Delivery" shall have the same meaning as set forth in subdivision (p) of California Business and Professions Code Section 26001, as the same may be amended from time to time.

"Distribution" shall have the same meaning as set forth in subdivision (r) of California Business and Professions Code Section 26001, as the same may be amended from time to time.

"Manufacture" shall mean and refer to the activities as set forth in subdivision (ag) of California Business and Professions Code Section 26001, as the same may be amended from time to time.

"Medicinal cannabis" or "medicinal cannabis product" shall have the same meaning as set forth in subdivision (ai) of California Business and Professions Code Section 26001, as the same may be amended from time to time.

"Medicinal and Adult-Use Cannabis Regulation and Safety Act" or "MAUCRSA" shall mean and refer to California Senate Bill 94, as may be amended from time to time.

"Qualifying patient" or "qualified patient" shall have the same meaning as set forth in California Business and Professions Code Section 11362.7, as may be amended from time to time.

Sec. 106-1511 Prohibitions.

(a) All adult-use and medicinal commercial cannabis activities, including, but not limited, to the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products, are expressly prohibited in all zones throughout the City.

(b) The prohibitions set forth in this Section 106-1511 shall apply to all activities for which a commercial cannabis activity license is required by the State of California under MAUCRSA so that no local approval shall be given to any proposed state license issuance of any license listed under California Business and Professions Code Section 26050, as may be amended from time to time.

Sec. 106-1513 Limited Medicinal-Only Cannabis Deliveries Permitted to Qualified Patients or Primary Caregivers.

(a) Notwithstanding the prohibitions set forth in Section 106-1511, medicinal-only cannabis deliveries may be permitted only to a qualified patient or primary caregiver in possession of a valid physician's recommendation or county-issued identification card, issued pursuant to Health and Safety Code Section 11362.712, by a legally operating, retailer possessing a valid state-issued M-Type 10 license that is located outside of the City of San Fernando. Such retailers must possess a current and valid City permit issued in accordance with this Section 106-1513, as specified below.

(b) Deliveries of adult-use cannabis is strictly prohibited.

(c) Application. The form and content of the application for a permit shall be approved by the Chief of Police. The application shall be signed under penalty of perjury, and the following standards constitute the minimum application standards to qualify for a permit to deliver medicinal cannabis pursuant to this Section 106-1513:

(1) Name, address, and contact information of the applicant; if the applicant is a corporation, the names and addresses of its directors;

(2) Name, address, and contact information of the applicant's business;

(3) Current and valid proof of their license(s) or permit(s) to conduct medicinal commercial cannabis deliveries from the outside licensing city and/or county in which such dispensary is located;

(4) Upon commencement of the State of California's issuance of licenses under the California Medicinal and Adult-Use Cannabis Regulation and Safety Act, current and valid state-issued M-Type 10 license;

(5) Acord insurance forms indicating applicant's ability to comply with the insurance requirements set forth in this Section 106-1513;

(6) Listing of all vehicles, devices, and platforms used by the applicant for delivery of medicinal cannabis, pursuant to this Section 106-1513, including the vehicle's make, model, year, license plate number and vehicle identification number;

(7) Proof of current and valid California Department of Vehicle registration for all vehicles applicant shall use for delivery of medicinal cannabis, pursuant to this Section 106-1513;

(8) Copies of a valid physician's recommendation or county-issued identification card, issued pursuant to Health and Safety Code Section 11362.712, for all persons that the applicant will use to delivery medicinal cannabis pursuant to this Section 106-1513. All such persons much be at least 21 years of age at the time of submittal of the application for medicinal cannabis delivery.

(d) Review of the Application. The Chief of Police shall consider the application, as well as the criminal records, if any, and personal references, if demanded by the Chief of Police, of individuals identified in the application, and any other results from investigation into the application, as deemed necessary by the Chief of Police.

(e) Disapproval of the Application. If the Chief of Police disapproves of an application sought under this Section 106-1513, he or she shall notify the applicant in writing, stating the reasons for the disapproval. Notification of the disapproval shall be delivered by first class mail to the applicant.

(f) Appeal of Disapproval.

(1) Within fifteen (15) calendar days of transmittal of the Chief of Police's notice of disapproval of an application, the applicant denied approval may appeal the disapproval by notifying the City Clerk in writing of the appeal, the reasons for the appeal, and payment of any accompanying fees.

(2) The City Clerk shall set a hearing on the appeal and shall fix a date and time certain, within thirty (30) calendar days after the receipt of the applicant's appeal, unless the City and the applicant agree to a longer period of time to consider the appeal. The

City Clerk shall provide notice of the date, time, and place of the hearing, at least seven (7) calendar days prior to the date of the hearing.

(3) The City Manager shall appoint a hearing officer to hear the appeal and determine the order of procedure, and rule on objections to the admissibility of evidence. The applicant and the Chief of Police shall each have the right to submit documents, call and examine witnesses, cross-examine witnesses, and argue their respective positions. The proceedings shall be informal, free of application of the strict rules of evidence. All evidence shall be admissible if it is of the and that a reasonably prudent person would rely upon in making a determination on the matter.

(4) The hearing officer shall issue a written decision within fifteen (15) days after the close of the hearing. The decision of the hearing officer shall be final.

(g) Grounds for Denial, Revocation, or Suspension of Permit. The granting of a permit or a renewal thereof may be denied and an existing permit revoked or suspended if the applicant, permittee, or any individual employed or acting as an agent for an applicant or permittee to deliver cannabis in the City does any of the following:

(1) Knowingly makes a false statement in the application or in any other reports or other documentation furnished to the City;

(2) Engages vehicles for delivery that are not maintained or operated in a manner and in a condition required by law and applicable regulations;

(3) Has been convicted of any offense relating to the use, sale, possession, or transportation of a controlled substance;

(4) Has been convicted of any felony, convicted of any offense involving moral turpitude, convicted of driving under the influence of alcohol or drugs, or does not possess a driver’s license;

(5) Has been involved in three (3) or more motor vehicle collisions within the year preceding the application;

(6) Utilizes vehicles or delivery personnel for deliveries, which are not identified to the City in its application;

(7) Fails to pay required City fees and taxes; or

(8) Violates any provision of this Section 106-1513.

(h) Suspension and Revocation.

(1) If the Chief of Police determines that the activities of a holder of a permit issued under this Section 106-1513 are constituting a significant threat to the public health, safety, and/or welfare, the Chief of Police may suspend such permit and the rights and

privileges thereunder until a hearing officer renders a written decision on the revocation of such permit.

(2) The Chief of Police shall give notice of his or her intent to revoke a permit in the same manner as a notice of disapproval and provide the City Clerk with a copy of such notice.

(3) The hearing for the revocation of the permit shall be set and conducted in the same manner as an appeal of disapproval. The decision of the hearing officer shall be final.

(i) Permittee Obligations. Individuals issued permits under this Section 106-1513 shall have all of the following duties and obligations:

(1) Comply with all applicable federal, state, and local laws;

(2) Obtain and maintain a business license from the City;

(3) Maintain, at all times, all licenses and permits required by state and local laws and provide immediate notification to the Chief of Police if any such state and/or local license and/or permit is revoked or suspended;

(4) All deliveries must be packaged in compliance with state law;

(5) Any person who delivers cannabis pursuant to a permit issued under this Section 106-1513 shall keep a copy of such permit in his or her possession while effectuating any and all deliveries pursuant to such permit and shall make such permit copy available to law enforcement, upon request;

(6) Deliveries shall not advertise cannabis, the name of the permittee, nor any other commercial cannabis activities;

(7) Deliveries shall be made directly to the residence or business address of the qualified patient or the qualified patient's primary caregiver, upon proof of a valid physician's recommendation or county-issued identification card, issued pursuant to Health and Safety Code Section 11362.712. All other deliveries are prohibited;

(8) Deliveries shall occur only between the hours of 6:00 a.m. and 6:00 p.m.;

(9) No permittee shall transport or cause to be transported cannabis in excess of the limits established by the state. Until such limits are established, the limit shall be two (2) pounds of dried marijuana or its cannabis product equivalent;

(10) All orders to be delivered shall be packaged by the name of the qualified patient or qualified patient if the delivery is made directly to him or her or by the name of both the qualified patient and primary caregiver if the delivery is made to the primary caregiver. All orders shall include a copy of the request for delivery with each package;

(11) Maintain at all times Comprehensive Automobile Liability (owned, non-owned, hired) providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than One Million Dollars ($1,000,000). Failure to maintain such insurance shall be a ground for denial of an application, suspension of a permit, and or revocation of a permit; and

(12) By accepting a permit issued under this Section 106-1513, each permittee agrees to indemnify, defend and hold harmless to the fullest extent permitted by law, the City, its officers, agents and employees from and against any all actual and alleged damages, claims, liabilities, costs (including attorney's fees), suits or other expenses resulting from and arising out of or in connection with permittee's operations, except such liability causes by the active negligence, sole negligence of willful misconduct of City, its officers, agents and employees.

(j) Fees. Applicants and permittees shall pay all applicable fees as set forth by resolution of the City Council. Applicants and permittees shall also pay the amount as prescribed by the Department of Justice of the State of California for the processing of fingerprinting. None of the above fees shall be prorated or refunded in the event of a denial, suspension, or revocation of the application or permit.

(k) Term. All permits issued pursuant to this Section 106-1513 shall only be valid from the date of issuance through December 31 of the calendar year in which they are issued. The renewal process for the permit shall be processed in the same manner as the initial application.

(l) Chief of Police or Designee. Any action required by the Chief of Police under this Section 106-1513 may be fulfilled by the Chief of Police's specified designee.

Sec. 106-1514 Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Division 18 shall be, and is hereby declared to be, a public nuisance and may be summarily abated by the City pursuant to California Code of Civil Procedure Section 731, Article V (Nuisances) of Chapter 1 (General Provisions and Penalties) of the San Fernando City Code, and/or any other remedy available at law.

Sec. 106-1515 Civil Penalties.

In addition to any other enforcement remedies available under the San Fernando Municipal Code, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person who violates any provision of this Division 18. In any civil action that is brought pursuant to this Division 18, a court of competent jurisdiction may award civil penalties and costs to the prevailing party."

SECTION 5. CEQA. This Urgency Ordinance is not subject to CEQA under the general rule set forth in Section 15601(b)(3) of the CEQA Guidelines that CEQA only applies to

projects which have the potential for causing a significant effect on the environment. This Urgency Ordinance merely establishes prohibitions on commercial cannabis activities in the City.

SECTION 6. Inconsistent Provisions. 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 7. 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 8. Construction. The City Council intends this Urgency Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Urgency Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Urgency Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Urgency Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments

SECTION 9. Effective Date. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of San Fernando by Government Code Sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 18th day of September, 2017.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena Chavez, City Clerk

APPROVE AS TO FORM:

_____
Richard Padilla, Assistant City Attorney

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

I, Elena Chavez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Urgency Ordinance No. 1669 was passed and adopted by the City Council at its regular meeting duly held on the 18th day of September 2017 by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Elena Chavez, City Clerk

This Page Intentionally Left Blank

14

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Finance Director

Date: September 18, 2017

Subject: Discussion Regarding the San Fernando Green Streets - Calles Verdes Project

RECOMMENDATION:

It is recommended that the City Council receive a presentation from TreePeople regarding the San Fernando Calles Verdes Project and provide direction, as appropriate.

BACKGROUND:

1. In 2016, staff was contacted by TreePeople regarding the City's interest in participating in a grant project to fund storm water capture features in the public right-of-way (e.g., parking lots, parks, street curbs, etc.) and planting trees throughout the City. Since this met the City Council's Strategic Goal of increasing water conservation efforts through grant funding with very little financial impact on the City, staff agree to partner with TreePeople to pursue the opportunity.

2. TreePeople submitted an application for the *San Fernando Green Streets – Calles Verdes Project* (Attachment "A") and subsequently received a planning grant from the State Coastal Conservancy for $125,000 to design storm water capture features on City streets, parking lot, and pocket park as well as engage in community outreach and education.

3. Phase Two of the project includes approximately $1 million from the State Coastal Conservancy to fund construction of the storm water capture features and planting of 750 trees throughout the City.

ANALYSIS:

The stated goals of the Project are as follows:

REVIEW: ☒ Finance Director ☐ Deputy City Manager ☒ City Manager

1. Increase groundwater recharge and reduce storm water runoff by removing asphalt, installing curb inlets, constructing rain gardens and bioswales, and planting trees and native vegetation.

2. Improve the health and permeability of soil by introducing native flora to existing soil and by replacing asphalt on streets with trees and native plants.

3. Mitigate the Urban Heat Island (UHI) effect and improve air quality by expanding the urban forest in parks, on city streets, and in a parking lot.

4. Increase public green space by building pocket parks.

5. Raise local understanding of and commitment to caring for the urban forest by engaging community members, training City leaders, and offering hands-on workshops.

6. Improve public health and quality of life by encouraging walking and biking, with the help of increased tree canopy, lower temperatures, and safer streets.

Staff has been working with TreePeople to identify potential sites best suited for storm water capture features that meet the goals stated above. Based on those discussions, the following locations have been preliminarily identified as sites of interest for storm water capture features:

- Maclay Avenue between Pico Street and Truman Street
- Brand Boulevard between Pico Street and Truman Street
- Pico Street between Maclay Avenue and Brand Boulevard
- Celis Street between Maclay Avenue and Brand Boulevard
- Parking Lot 5

These sites historically have drainage issues during storm events and these areas has very little tree canopy, which makes these sites ideal for these type of improvements.

BUDGET IMPACT:

The cost of the design phase is being funded by the grant received by TreePeople from the State Coastal Conservancy. TreePeople is managing the project with input from the City on sites and types of improvements. The cost of the construction phase will be funded by a future grant from the State Coastal Conservancy. Construction will also be managed by TreePeople with general oversight by the City.

Since the grant was awarded to TreePeople and they are managing the project, the only City costs are staff time related to working with TreePeople to identify sites of interest and review/approve engineering and construction plans in the public right-of-way. The minimal staff cost is being leveraged for more than $1 million in storm water related improvements to the City's right-of-way.

CONCLUSION:

The partnership between the City and TreePeople leverages grant funds to make more than $1 million in storm water recapture and storm water related improvements with no matching funds required of the City. The physical improvements, tree planting, and related public outreach/education effort will increase overall public health and quality of life by encouraging walking and biking, with the help of increased tree canopy, lower temperatures, and safer streets.

ATTACHMENT:

A. San Fernando Green Streets – Calles Verdes Project Description

San Fernando Green Streets - Calles Verdes

PROJECT DESCRIPTION

1. **Need for Project**

The City of San Fernando is a tight-knit 2.4 square mile working-class California Mission town with Latinos accounting for 93% of the total population and at least 18% living below the federal poverty level, exceeding the state average. The California Environmental Protection Agency's CalEnviroScreen has determined that the City of San Fernando is located in one of the most disadvantaged areas in the state. The City is in the 91st-95th percentile for poverty, unemployment, exposure to environmental health hazards such as toxic sites, poor air quality, groundwater contamination threats and other pollution burdens.

Five years of drought has taken a heavy toll on the City's water supply, which is locally sourced from groundwater. The City is facing threats to its independence from imported water because of the drought, climate change, water quality and increasing pressures on water-supply; therefore, the City's need to maintain a healthy watershed and capture more stormwater is key to maintaining local water-reliability and independence from imported water as our climate shifts.

The City of San Fernando is also ground-zero for the urban heat island impact. As of today, the City already experiences an annual average of 54 extreme heat days per year (95°F or above). If today's greenhouse gas emissions are not curtailed and the city is not cooled, that number is expected to nearly double to 92 days by mid-century, and to 126 days by the end of the century -- four full months of extreme heat per year. If we mitigate emissions, San Fernando will still experience some increase in extreme heat days, but will top out 79 days per year. (Source: Dr. Alex Hall, "Climate Change in the Los Angeles Region: Temperature Results," UCLA Department of Atmospheric and Oceanic Sciences, 2013.)

For many years, the Northeast San Fernando Valley failed to receive adequate social, economic, environmental health and human investments to properly address the needs of a working-class community. The County of Los Angeles ranked the City of San Fernando 90th out of 103 cities for life expectancy as cited in the last "Life Expectancy and Economic Hardship" study conducted by the County. The City is confronting a number of environmental health challenges, including respiratory illness, cancer and rising rates of overweight and obesity among San Fernando families which has led to an increase in diabetes and other chronic illnesses, especially among school-age Latino kids. The City of San Fernando has established strategic partnerships with TreePeople, local health providers, community-based organizations and other stakeholders in a concerted effort to make the City greener, healthier, and more climate-resilient and water-secure. By working with TreePeople, the City is well-prepared for a major investment from the California State Coastal Conservancy to create a more climate-resilient community and implement viable and scalable solutions that can be used in other communities throughout the state.

2. **Goals and Objectives**

The California Coastal Conservancy, TreePeople, and the City of San Fernando share many of the same goals to advance water security, water self-reliance, integrated water management, better air quality, urban cooling, and climate change resilience. By greening and capturing stormwater in urban streets and parks, this project will help the City of San Fernando achieve each of these conditions; furthermore, TreePeople is working with the City of San Fernando, local elected officials, schools, churches, businesses, other nonprofits and the community on climate-adaptation strategies to make the City of San Fernando a model for a climate-resilient city.

The *San Fernando Green Streets - Calless Verdes* project will be leveraged with current funding the City has received from the California Transportation Authority (CalTrans) and the Los Angeles County Public Health Livable, Active Community Environments (PLACE) program to develop and implement an Active Transportation Plan and *Safe Routes to School* Plan. In addition, the City has also received funding from the Metropolitan Transit Authority (Metro) for a Transit-

Oriented Development Specific Plan that will enable redevelopment towards a more sustainable community and prepare the city for greater investment from a proposed light-rail project and new housing.

Goal 1: Increase groundwater recharge and reduce stormwater runoff by removing asphalt, installing curb inlets, constructing rain gardens and bioswales, and planting trees and native vegetation.

Goal 2: Improve the health and permeability of soil by introducing native flora to existing soil and by replacing asphalt on streets with trees and native plants.

Goal 3: Mitigate the Urban Heat Island (UHI) effect and improve air quality by expanding the urban forest in parks, on city streets, and in a parking lot.

Goal 4: Increase public green space by building pocket parks.

Goal 5: Raise local understanding of and commitment to caring for the urban forest by engaging community members, training city leaders, and offering hands-on workshops.

Goal 6: Improve public health and quality of life by encouraging walking and biking, with the help of increased tree canopy, lower temperatures, and safer streets.

These goals will be accomplished through the following activities.

A. Lead a robust planning process involving TreePeople, the City of San Fernando and community members to support the city's plans to combine environmental, social, and economic goals.

B. Work with the LA Conservation Corps to remove asphalt on 7 or more streets that offer optimal water catchment opportunities.

C. Plant 750 trees on commercial and residential streets, in parks, and in a parking lot, with an emphasis on the *Safe Routes to School* sites.

D. Create pocket parks in the town center area.

E. Overhaul a parking lot with trees and bioswales.

F. Install rain gardens and bioswales on residential and commercial streets with potential high water flow.

G. Train city leaders on BMPs for installing and maintaining green space and on how to engage community members.

H. Lead a community engagement process with bilingual outreach utilizing existing networks at community organizations, churches and schools to inspire action. Host a series of Spanish bilingual meetings and hands-on workshops covering urban greening elements, such as tree planting, tree care, and residential stormwater capture.

This innovative project will produce or support multiple environmental, public health, social, and economic benefits, including: a lower the Urban Heat Island (UHI) effect; an increased water supply and improved water quality; a reduction of water importation; improved soil health; enhanced resilience against drought and climate change; a higher city walkability index; and economic revitalization.

3. **Project Description**

The *San Fernando Green Streets - Calles Verdes* project will create a 21st Century cool, climate-resilient global city that can be used widely as a model for other urban centers facing the impacts of climate change.

Working with community members and with the leadership of the City of San Fernando, TreePeople will plan, design, and implement a green infrastructure project covering 7 or more city streets, a parking lot, pocket parks and a larger city park as part of a larger effort to create a model climate-resilient and water-secure community. The project will complement the City's upcoming *Safe Routes to School* project which is designed to encourage children to walk and bike to school on safer streets, in an effort to improve public health. Increasing tree canopy along these routes will reduce

street temperatures and will keep children protected from direct sun. Children will also be exposed to interpretive signage, beautiful, climate-appropriate landscaping and rainwater harvesting sites on the *Safe Routes to School.*

The planning process covers Year 1 of the project and will establish a task force leadership team, will determine specific project sites, will create a project design that emphasizes maximum environmental benefits, will determine specific project sites, will develop community engagement strategies, will include hydrologic engineering, will perform a CEQA review, and will create a 20-year maintenance plan. A solid design for trees, native flora, curb cuts, bioswales and rain gardens, emphasizing optimal canopy and maximum water infiltration, will be produced. Baseline measurements for surface permeability, infiltration, and UHI will be performed. A 20-year maintenance plan will be developed, with TreePeople staying involved for the first few years and the city taking over in subsequent years.

The timeline for the *San Fernando Green Streets - Calless Verdes* project is:

Year 1 – Planning, Design, Initial Community Engagement (then ongoing), Initial Corporate Cultivation (then ongoing)
Year 2 - Implementation at project sites – plant 250 trees, construct water capture features
Year 3 – Continue implementation – plant 250 trees, construct water capture features, parking lot project
Year 4 – Continue implementation – plant 250 trees, construct water capture features, pocket parks
Year 5 - Ensure ongoing maintenance and community stewardship, do final analysis and reporting

The project will involve TreePeople's core expertise inspiring and training community members to plant and care for the trees, native plants, and stormwater features. Training will also be provided to City Public Works crews as needed in the care of vegetated swales and rain gardens. The LA Conservation Corps will remove asphalt for tree wells, construct bioswales hardscapes including curb cuts and may help with latter-stage tree planting. Community members and TreePeople will plant trees, install rain gardens and bioswales, and plant native vegetation.

Training the city and community members has a positive effect on long-term stewardship and aligns with TreePeople's mission, which is to inspire, engage and support people to take personal responsibility for the urban environment, making it safe, health, fun and sustainable and to share the results as a model for the world.

4. **Future Phases**

TreePeople is applying for both a planning (Year 1) and implementation (Years 2-5) grant to ensure that funding will be available for implementation immediately following the planning stage. Community members in the Northeast San Fernando Valley have participated in – and had their hopes raised by – various planning processes by well-intentioned groups over the years but few of these plans were implemented, most often because of a lack of funds. The City has performed outreach and has surveyed focus groups in the community which indicate residents are most enthusiastic about greening their town and creating a sustainable, healthy community. The City has a stellar track-record of maximizing state and local grants it has received to develop state-of-the-art, creative and transformative projects in the community. With funding from the State Coastal Conservancy to support implementation, community members will be even more open and enthusiastic to participating in the process, creating an even greater ability for TreePeople and the City of San Fernando to leverage this investment for even deeper impact.

Beyond the implementation phases, TreePeople and the City will build on existing relationships with local businesses in Year 1 of the project and will continue to cultivate and engage relationships with new businesses during the project. TreePeople has began to attract investment from the local corporate sector and major donors so that the City can continue to expand its urban forest and become greener and more climate-resilient over time. There are several large businesses in the area with whom TreePeople has deep relationships and who are likely to invest in further greening beyond the scope of this project. Also critical to the long-term success of the program is TreePeople's CEO, Cindy Montanez, who has deep roots in the community, having served on City Council, then as the mayor and Assemblymember for the area. She has a deep connection to the area and has strong relationships with many corporate, community, and philanthropic groups that are interested in investing more significantly in this disadvantaged community.

Additionally, TreePeople will stay engaged with the maintenance of the project for 2-3 years post-project and the City will take responsibility for monitoring the green infrastructure elements for at least 20 years after project completion. TreePeople's expert staff will ensure the City is well-trained so that trees grow to maturity, vegetation is watered, water capture elements remain in good working condition, and the community is empowered with the tools and training to help support the green infrastructure. TreePeople will also create a training manual for the City Department of Public Works as a reference for city employees and the general public.

TreePeople is committed to working with the City of San Fernando and other key partners to increase its investments in green infrastructure making it a model of climate resilience and sustainability. TreePeople is fully committed to seeing this vision become reality and seeking additional financial resources to ensure the success of this goal. The City of San Fernando deserves nothing less.

With continued local investment, community engagement, and proper training, the City of San Fernando will, indeed, become a walkable, more water-secure and climate-resilient community that serves as an inspirational model for other cities.

5. **Site Description**

Located in the Northeast San Fernando Valley at the foot of the geologically complex San Gabriel Mountains, bounded by the east by the Pacoima Wash and the 118 Freeway, the 5 Interstate Freeway on the South, split by the Southern Pacific Railroad and on top of one of Los Angeles' most important groundwater aquifers, the City of San Fernando has important significance for local water-reliability, improved wildlife habitat and environmental sustainability in the region. While the city is independently incorporated, it is located in LA County and is surrounded on all sides by the City of Los Angeles. Covering 2.4 square miles or 1,561 acres, this small, charming city is home to 24,000 residents.

Unlike most cities in the Los Angeles region, San Fernando has its own water supply, sourced from groundwater. It imports from the Colorado River via Metropolitan Water District when dilution blending is needed to improve quality. Five years of drought has taken a heavy toll on the City's water supply. The City has a high level of impermeable surfaces (72.73%), mostly from asphalt and roofs, and would greatly benefit from increased permeability. With a total tree canopy (private and public space) of 17.6% (which is 6,500 trees), the area falls short of the recommended 25% canopy level for cities in the Western United States.

The specific streets for the City's *Safe Routes* program are expected to be determined in summer 2016 and will guide our final site selection. In the meantime, TreePeople and the City performed a field analysis resulting in identification of the following *potential* sites, all of which are indicated on the Site Map provided.:

Streets: Workman; Truman; Fox; Macneil; Fourth; Phillipi; Brand Blvd.; Glenoaks; Lucas; Alexander; Harding; First; San Fernando Mission Blvd; along Morningside School; the perimeter of First Baptist Church or others.

Parking Lot: next to Cesar Chavez Recreation Park pool; at the County building; or on Chatsworth Drive near the San Fernando Community Hospital.

Park: Cesar Chavez Recreation Park or Layne Park

6. Tasks

#	Task Name	Description
1	Establish Task Force	Establish task force with TreePeople, the City, and key partners. Includes community engagement (hold at least 2 meetings to introduce project, survey community focus groups to gauge interest levels and project preferences. Meeting will be bilingual Spanish.
2	Finalize Site Selection	Based on constituent and partner input
3	Engineering/Technical Analysis	Engineering/technical analysis & design for stormwater capture and infiltration and baseline measures for GHG reductions, UHI reduction, and increases in canopy and infiltration.

4	Design	Design plan for commercial and residential streets, pocket parks, a parking lot, and a larger city park
5	Environmental Review	Perform Environmental/CEQA Analysis
6	Ensure Local Base	Ensure a local satellite office, lease a truck, and find storage space for tools – all to increase efficiency and minimize GHG emissions
7	Engagement & Training	Hold workshops to inspire and train community members on tree planting, native plants, tree and flora care, irrigation, and overall watershed health (ongoing through project). Train City Dept. of Public Works on community engagement, care, irrigation, and maintenance (ongoing as needed).
8	Remove asphalt	Remove asphalt in parking lot and on commercial streets where needed
9	Plant Trees	Plant 750 trees over a 3-year span (years 2,3,4) on streets, at park and in parking lot
10	Installations	LA Conservation Corps to install 7-42 curb inlets, TreePeople to install bioswales and/or rain gardens on streets and in parking lot
11	Final Reports	Produce final evaluation reports for stakeholders and host 'ribbon-cutting' with State Coastal Conservancy, the community and key partners.
12	Maintenance	Maintenance oversight for 2-3 years before transferring to the City for remaining 18+ years

7. Work Products

- Product 1: An urban greening design plan incorporating 7 or more streets, a parking lot, pocket park(s), and a city park, complementing the city's project to capture stormwater, reduce urban water runoff, slow traffic, improve street safety, and encourage walking and biking to school and in community areas.
- Product 2: 750 trees planted on commercial and residential streets, in a parking lot, and in a park
- Product 3: 20 bioswales and/or rain gardens
- Product 4: Native vegetation on streets, in pocket parks, and in a park
- Product 5: A maintenance manual for the City
- Product 6: A final report on projected GHG reductions, increased groundwater recharge, reduced stormwater runoff, UHI reduction, and increases in canopy.

8. Measuring Success

Establish a baseline for monitoring – Canopy (TreePeople); Urban Heat Island (UHI) (TreePeople, with support from our research partner and Nobel Peace Prize recipient Dr. Laurence S. Kalkstein, climate scientist from the University of Miami Synoptic Lab); Infiltration (TreePeople)

Monitor/Evaluate – Stormwater infiltration rates and capture (City engineers or Engineering consultant); Canopy (TreePeople); UHI (TreePeople)

Report -- TreePeople and the City will collaborate to produce a final environmental evaluation report for all stakeholders.

Community engagement, in terms of the numbers of people trained, the degree to which they increase their knowledge of and commitment to planting and caring for trees, plants, and rain gardens, will be tracked and analyzed by TreePeople, using Community Based Social Marketing tactics. The City of San Fernando will be responsible, financially and physically, for maintenance on the project. TreePeople will partner with the City to cultivate corporate and philanthropic partners to support maintenance

15

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Finance Director

Date: September 18, 2017

Subject: Presentation of Measure "A" Annual Report

RECOMMENDATION:

It is recommended that the City Council receive and file the 2017 Annual Report on the collection, management, and expenditure of Measure "A" as required by the City Code.

BACKGROUND:

1. On June 4, 2013, San Fernando voters approved a temporary half cent Transaction and Use Tax (Measure "A"), effective October 1, 2013 and terminating October 1, 2020.

2. Chapter 82, Article V, Section 82-132 of the City Code requires an Annual Report on the collection, management, and expenditure of the Measure A funds prior to October 1st each year.

3. The San Fernando City Code also requires an overview of the Annual Report be presented to City Council at an open and public meeting and that the Annual Report be a public document.

ANALYSIS:

The City received $2,464,287 in Measure A funds in Fiscal Year (FY) 2016-2017, which is an increase of $252,300, or 11 percent, from FY 2015-2016. A full analysis can be found in Attachment "A" *Measure A: Half Cent Transaction and Use Tax – 2017 Annual Report*. The report will also be available on the City's website (www.sfcity.org) after September 18, 2017 under the Financial Documents section of the Finance Department page.

Measure A was approved as a temporary tax that is set to sunset on October 1, 2020. Therefore, the City has been using Measure A funds toward non-recurring expenditures and to fund a number of critical one-time needs, including, but not limited to: 1) establishing General

Fund, Self-Insurance, Equipment Replacement, and Facility Maintenance fund reserves; 2) paying off existing debt; 3) eliminating recurring deficit fund balances in Grant and other Special Revenue funds; 4) replacing and updating outdated computer hardware, software and telecommunications systems; and 5) funding capital projects to reduce the City's deferred maintenance backlog.

Since the October 1, 2013, Measure A has raised a total of $8,119,982 and is projected to raise another $7 million before it expires on October 1, 2020. The funds raised by Measure A have been used to implement the City's Deficit Elimination Plan. Consequently, the City's General Fund Deficit has decreased from ($5.7 million) at the close of FY 2013-2014 to an estimated deficit of ($1.5 million) at the close of FY 2016-2017.

As noted, Measure A was initially approved by voters to sunset in 2020. The City has been responsible and fiscally prudent with Measure A funds, as demonstrated through this Annual Report, and has been very transparent about the planned use of Measure A revenues each year through the budget process. Since FY 2014-2015, the City Manager's Budget Message in the Proposed and Adopted Budgets clearly identify how Measure A revenues will be spent each year.

The sunset of Measure A in 2020 will leave a significant gap in revenues just as the City is starts to build a solid financial base. In order to continue on the path toward true financial stability with a healthy General Fund reserve to weather financial downturns, dedicated resources in the Equipment Replacement Fund to replace public safety and Public Works vehicles when they have reached their useful life, reserves in the Self Insurance Fund to protect the General Fund from the impact of a large lawsuit, and funds to continue the annual residential street paving program, the City Council may want to consider asking San Fernando voters to extend Measure A in some form.

BUDGET IMPACT:

Measure A generated $2,464,287 in FY 2016-2017 and is projected to raise $2,500,000 in FY 2017-2018. It has provided the resources necessary to further the City's deficit elimination plan.

CONCLUSION:

Measure A has been critical to stabilizing the City's finances since its passage in 2013. Despite the progress that has been made in the past year, and the investments being funded in the upcoming fiscal year, the City is still facing a significant General Fund deficit and must continue to implement best financial management practices, protect revenues, and strategically appropriate funds based on sound cost-benefit analysis.

ATTACHMENTS:

A. Measure A: San Fernando's Half Cent Transaction and Use Tax – 2017 Annual Report
B. PowerPoint Presentation

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

MEMORANDUM

September 18, 2017

Measure A: Half Cent Transaction & Use Tax
2017 Annual Report

Chapter 82, Article V, Section 82-132 of the San Fernando City Code states:

On or before each anniversary of the operative date, the city shall complete a study and produce a report reviewing the collection, management and expenditure of revenue from the proposed tax and shall present a report explain[ing] and providing an overview of the same at an open and public meeting of the City Council. This report shall be a public document.

This report is being presented in accordance with the City Code.

Executive Summary:

The City received $2,464,287 in Measure A funds in Fiscal Year 2016-2017, which is an increase of $252,300, or 11%, from Fiscal Year 2015-2016.

Revenues raised through the Transaction Tax are necessary to fund a number of critical one-time needs, including, but not limited to: 1) establishing General Fund, Self-Insurance, Equipment Replacement, and Facility Maintenance fund reserves, 2) paying off existing debt, 3) eliminating recurring deficit fund balances in Grant and other Special Revenue funds, 4) replacing and updating outdated computer hardware, software and telecommunications systems, 5) funding capital projects to reduce the City's deferred maintenance backlog, and 6) establishing a trust to pre-fund Other Post-Employment Benefits (OPEB).

A preliminary review of the City's finances for Fiscal Year 2016-2017 suggests that there will be a surplus in the General Fund[1]. In accordance with the identified critical needs, the surplus will be used to reduce the General Fund deficit fund balance, which ended Fiscal Year 2015-2016 with a ($3,080,247) deficit fund balance. Continued annual surpluses will be necessary to eliminate all deficit fund balances, build healthy fund reserves, and address the City's many critical one-time needs.

[1] The estimated General Fund surplus is a preliminary, pre-audit estimate and is subject to change during the annual independent audit.

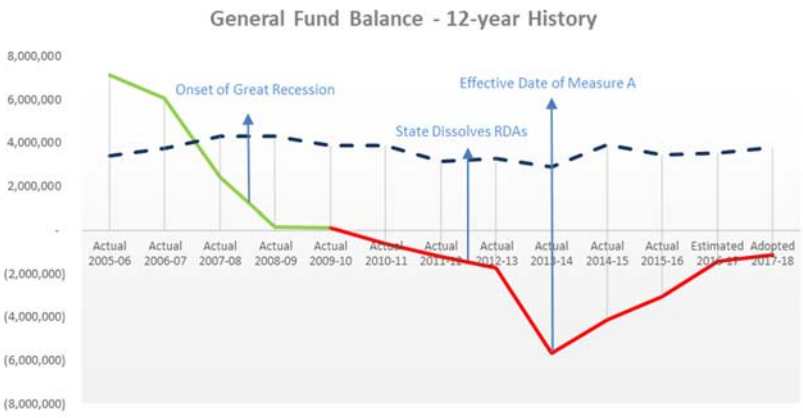
Voters insisted there be accountability for the use of these revenues by including a requirement for an Annual Report to be presented at a public meeting. As evidenced in this report, the City Council and City staff have worked diligently to ensure that Measure A revenues are being collected, managed, and expended responsibly and in a manner consistent with the communities' goals.

Revenues raised through Measure A have been critical to cover the short-term operating budget deficit, pay down debt, establish reserves, and fund key one-time enhancements. Since voter approval of Measure A in 2013, the deficit fund balance in the General Fund has decreased from ($5.7 million) in fiscal year 2013-2014 to a projected deficit of ($1.0 million) by the end of fiscal year 2017-2018. The City has also used Measure A to improve public safety through the purchase of new police vehicles and Mobile Data Terminals; fund key infrastructure improvements including the annual street paving program, Brand Boulevard Median project, and upcoming Glenoaks Blvd resurfacing project; replace the City's outdated IT network; and fund a number of park facility upgrades.

Unfortunately, Measure A will sunset in October 2020 and if it is not extended or replaced with another on-going revenue source, the City will be back on tenuous fiscal ground.

Measure A: Half Cent Transaction & Use Tax – 2017 Annual Report

Background:



Over the past twelve years, the City's financial position has changed significantly. The General Fund, which is the City's primary operating fund, experienced a dramatic reduction in fund balance, from a positive $7.1 million fund balance in FY 2005-06 to a negative ($5.7 million) deficit fund balance at the end of FY 2013-14. The dramatic reduction was the result of the City over-extending expenditures at the same time as a prolonged reduction in revenues from the onset of the "Great Recession" and dissolution of redevelopment by the State of California[2].

In order to remain solvent, the City had to take a number of steps to reduce expenditures, including re-negotiating labor contracts, freezing vacant positions, and implementing employee layoffs and furloughs.

In FY 2012-2013, the City declared a fiscal emergency and held a special election on June 4, 2013 for the San Fernando electorate to vote on a temporary one-half (½) cent Transaction and Use Tax ("Tax"). The "City Services Emergency Protection Measure" (Measure A) was approved by sixty percent (60%) of voters. The increased Transaction Tax rate went into effect on October 1, 2013 and is set to expire on October 1, 2020.

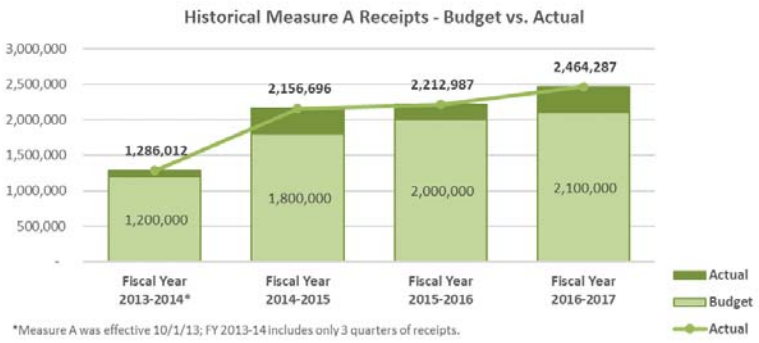
Since the Transaction Tax is temporary, it is prudent to use funds raised through the Tax on non-recurring expenditures. Consequently, Transaction Tax revenue has been earmarked to address the following needs: 1) establish General Fund, Self-Insurance, Equipment Replacement, and Facility Maintenance fund reserves, 2) pay off existing debt, 3) eliminate recurring deficit fund balances in Grant and other Special Revenue funds, 4) replace and updating outdated computer hardware, software and telecommunications systems, 5) funding capital projects to reduce the City's deferred maintenance backlog, and 6) establishing a trust to pre-fund Other Post-Employment Benefits (OPEB).

[2] Assembly Bill 26X1, effective February 1, 2012, dissolved redevelopment agencies throughout California and set forth a process for winding down the existing debts of redevelopment agencies. The San Fernando Redevelopment Agency was receiving approximately $6 million per year in additional property tax increment revenues to invest in the community. As a result of AB 26X1, those revenues have been diverted to other taxing entities and are no longer available to the City for community investment and redevelopment.

Measure A: Half Cent Transaction & Use Tax – 2017 Annual Report

Collection:

The City began collecting a ½ cent Transaction Tax on applicable transactions in San Fernando on October 1, 2013.



Below are a few key statistics related to the collection of the Tax:

- FY 2016-17 estimated Tax receipts were $2,100,000.
- FY 2016-17 actual Tax receipts were $2,464,287.
- Since October 1, 2013, Measure A has generated $8,119,982 in additional revenue.
- The Sales Tax to Transaction Tax ratio, a key metric for measuring local business compliance with the Tax, was 57.8% for Fiscal Year 2016-2017. Since the City Sales Tax is 1.0% and the Transaction tax is 0.5%, a Sales Tax to Transaction Tax ratio of 50% or greater indicates high compliance by local businesses with Measure A. Consequently, it appears that local businesses are complying with and collecting the Tax.

The Tax is collected and administered by the State Board of Equalization (BOE). The BOE then remits Measure A collections to the City Treasurer on a monthly basis. The BOE charges approximately $27,000 per year for tax administration services.

The City contracts with Hinderliter, de Llamas & Associates (HdL) to monitor Tax receipts to identify, correct, and recover allocation errors and prepare the necessary case submittal documents with the BOE. This ensures that the City is maximizing collections and receipts are properly allocated to the City by the BOE.

Management:

In order to track Measure A revenue, the City Treasurer records receipts in a special account number on the City's General Ledger. This allows the City staff to easily discern year-to-date receipts, update projections, and make budget adjustments, if necessary.

City staff also conducts quarterly meetings with HdL to review Sales and Transaction Tax receipts in detail. This provides staff with valuable information on the health of the local economy, various business sectors, and individual companies by reviewing their quarterly sales tax reports. It also gives staff an opportunity to make HdL aware of new businesses opening in the City so staff can ensure compliance with Measure A. A quarterly newsletter providing Sales

and Transaction Tax information pertinent to San Fernando is posted on the City's website (www.sfcity.org) under the Financial Documents section of the Finance Department page.

Expenditure:

Measure A was approved as a general tax, which means that it can be used for any general governmental purpose. However, since it is a temporary tax set to sunset in seven (7) years, the City will focus Measure A funds toward non-recurring expenditures.

Revenues raised through the transaction tax are necessary to fund a number of critical one-time needs, including, but not limited to: 1) establishing General Fund, Self-Insurance, Equipment Replacement, and Facility Maintenance fund reserves, 2) paying off existing debt, 3) eliminating recurring deficit fund balances in Grant and other Special Revenue funds, 4) replacing and updating outdated computer hardware, software and telecommunications systems, 5) funding capital projects to reduce the City's deferred maintenance backlog, and 6) establishing a trust to pre-fund Other Post-Employment Benefits (OPEB).

For FY 2016-2017, Measure A funds were used for the following:

Repayment of Debt		*One-Time Projects*	
To Retirement Fund	250,000	Implement City Council Priorities	31,250
To Sewer Fund	50,000	Replace Mobile Data Terminals	120,000
To Water Fund	50,000	Replace one (1) Police Unit	40,000
	350,000		**191,250**
Establish Reserves			
Self-Insurance Fund	581,356	Deficit reduction	1,022,385
Equipment Replacement Fund	165,565	Subsidize Street Lighting District	50,000
Facility Capital Funds	103,731		**1,072,385**
	850,652		
		Total Measure A funds:	**$2,464,287**

Deficit Elimination Plan:

Revenues raised through Measure A are critical to achieving the City's Deficit Elimination Plan. As previously noted, the City's General Fund has been in a deficit fund balance position since Fiscal Year 2010-2011. To address the deficit, the City took a number of steps to stabilize ongoing finances, including reducing programs and services, reducing professional development and membership opportunities for City staff, implementing layoffs and furloughs, and freezing vacant positions. Many of these actions were short-term fixes that were necessary to remain solvent, but were not sustainable in the long-term. Consequently, staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit, which includes a balance of ongoing revenue enhancements and targeted expenditure reductions.

In addition to short-term actions identified above, the City has taken a number of longer-term actions over the last three (3) years to address the City's deficit and improve long-term financial stability, including:

- Renegotiated the Fire and Emergency Services contract with the Los Angeles Fire Department to reduce the City's ongoing annual cost without reducing service;
- Transferred operational and financial responsibility of the San Fernando Regional Pool to the County of Los Angeles through a lease of up to 55 years;
- Developed a five-year General Fund projection of revenues and expenditures;
- Adopted a Development Agreement Ordinance to provide additional tools to increase economic development efforts;
- Sold surplus land and used the land sale proceeds to reduce the General Fund deficit;
- Repaid and retired debt from the outstanding California Housing Financing Agency (CHFA) and Section 108 Loans;
- Restructured future retiree health benefits to decrease the City's retiree health (OPEB) liability;
- Updated user fees, development fees, cost allocation calculations to ensure an appropriate cost recovery for City services;
- Re-established reserves for the Self-Insurance and Equipment Replacement Funds; and
- Updated the City's long term financial planning policies, including budget, purchasing, debt management, grant management, investment, and reserve policies, with an emphasis on creating long term fiscal sustainability.

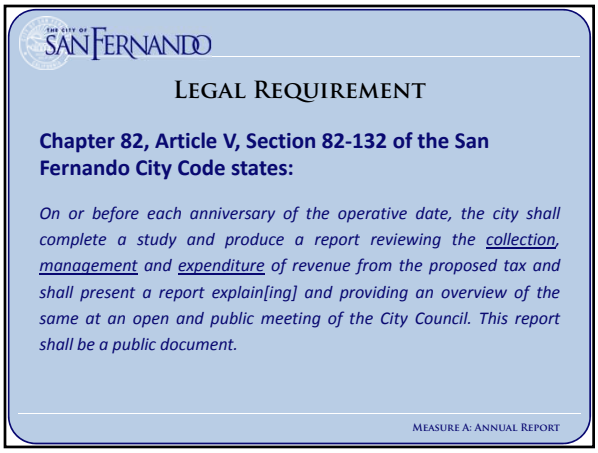
Despite the progress that has been made in the past year, and the investments being funded in the upcoming fiscal year, the City is still facing a significant General Fund deficit and must continue to implement best financial management practices, protect revenues, and strategically appropriate funds based on sound cost-benefit analysis.

9/18/17

ATTACHMENT "B"







Background

- **Dramatic reduction in Fund balance between FY 2005-06 and FY 2010-2011.**
  - City over-extended itself in expenditures.
  - Reduction in revenues due to "Great Recession."
  - Further reduction in revenues due to elimination of RDA.

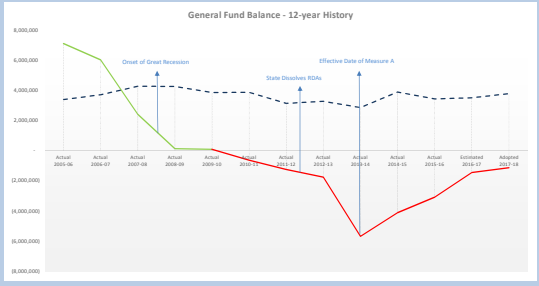
Measure A: Annual Report

Background

- **To reduce expenditures, reduced training and professional development, froze vacant positions, implemented layoffs and furloughs.**
- **Declared fiscal emergency in FY 2012-2013 and held a special election on June 4, 2013 to vote on ½ cent sales tax measure to raise revenue (approved by 60%).**
- **Tax is temporary and sunsets on October 1, 2020.**

Measure A: Annual Report

Background



Measure A: Annual Report

Collection

- **City began collecting ½ cent Transaction Tax on applicable transactions on October 1, 2013.**
- **FY 2016-2017 actual revenue was $2,464,287.**
  - 11% increase from FY 2015-2016.
- **Sales tax to Transaction tax ratio was 57.8%.**
  - Key metric to measure compliance.
  - >50% indicates high compliance by local businesses.

Measure A: Annual Report

Collection

- **Since October 1, 2013, Measure A has generated $8,119,982 in additional revenue.**
- **Projected to raise more than $7 million over the remaining 3 years.**

Measure A: Annual Report

Management

- **Measure A revenues are tracked in a separate account on the General Ledger.**
- **Quarterly meetings with private firm (HdL) that specializes in monitoring tax receipts.**
  - Assist in identifying, correcting, and recovering allocation errors and submit case documents with BOE.
- **Quarterly Sales Tax information available on City's website (www.sfcity.org).**
  - Under Financial Documents section on Finance Department Page.

Measure A: Annual Report

SAN FERNANDO

EXPENDITURE

- **Measure A is a temporary tax that will sunset on October 1, 2020.**
- **Prudent to treat Measure A funds as one-time funds used for non-recurring expenditures, including:**
  1. Establish General Fund, Self-insurance, Equipment Replacement, and Facility Maintenance reserves
  2. Pay off existing debt

MEASURE A: ANNUAL REPORT

SAN FERNANDO

EXPENDITURE

- **Prudent to treat Measure A funds as one-time funds used for non-recurring expenditures, including:**
  3. Eliminate negative Grant/Special Revenue fund balances
  4. Replace outdated technology/telecomm infrastructure
  5. Fund capital projects to address deferred maintenance to City streets and facilities

MEASURE A: ANNUAL REPORT

SAN FERNANDO

EXPENDITURE

In FY 2016-2017, Measure A funds were used for:

Repayment of Debt		*One-time Projects*	
Repay Retirement Fund	250,000	Replace Mobile Data Terminals	120,000
Repay Sewer Fund	50,000	Replace one Police Unit	40,000
Repay Water Fund	50,000	Implement City Council Priorities	31,250
	350,000		**191,250**
Establish Reserves			
Self Insurance Fund	581,356	Deficit reduction	1,022,385
Equipment Replacement	165,565	Subsidize Street Lighting District	50,000
Facility Capital Fund	103,731		**1,072,385**
	850,652		
		Total Measure A Uses	**2,464,287**

MEASURE A: ANNUAL REPORT

Deficit Reduction Plan

Staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit.

Over last 3 years, City has:

- Renegotiated the Fire Services contract with LAFD (saved more than $500,000/year).
- Transferred pool operations to LA County (saved more than $500,000/year)
- Retired CA Housing Financing Agency and Section 108 debt (saved $125,000/year)

Measure A: Annual Report

Deficit Reduction Plan

Staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit.

Over last 3 years, City has:

- Developed a five-year General Fund revenue/expenditure/fund balance projection to improve long term decision making
- Adopted a Development Agreement Ordinance to increase economic development tools

Measure A: Annual Report

Deficit Reduction Plan

Staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit.

Over last 3 years, City has:

- Sold surplus land to reduce the City's deficit ($1 million in proceeds)
- Restructured future retiree health benefits to decrease the City's liability (significant long-term savings)

Measure A: Annual Report

Deficit Reduction Plan

Staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit.

Over last 3 years, City has:

- Updating user fees, development fees and cost allocation plan (more than $500,000 per year in ongoing revenue projected)
- Re-established reserves for Self-insurance and Equipment replacement funds. Need to continue to accumulate reserves to meet reserve funding goal.

Measure A: Annual Report

Deficit Reduction Plan

FY 2017-2018 Budget includes funding for the following one-time deficit reduction items:

- Continue to repay internal debt ($300,000)
- Continue to accumulate Self Insurance, Equipment Maintenance, and Facility Maintenance reserves ($486,000)
- Further reduce General Fund deficit ($685,900)

Measure A: Annual Report

Deficit Reduction Plan

FY 2017-2018 Budget includes funding for the following one-time deficit reduction items:

- Additional Street Maintenance Resources ($70,000)
- Additional Public Safety Resources ($80,000)

Measure A: Annual Report


CITY OF SAN FERNANDO
INCORPORATED
AUG. 31 1911
CALIFORNIA
THE CITY OF
SAN FERNANDO

16

This Page Intentionally Left Blank

THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Vice Mayor Antonio Lopez and City Councilmembers

From: Mayor Sylvia Ballin

Date: September 18, 2017

Subject: Consideration to Adopt a Resolution Denouncing the Trump Administration's Decision to Rescind the Deferred Action for Childhood Arrivals (DACA) Program

RECOMMENDATION:

I have placed this item on the agenda for consideration and recommend that the City Council adopt Resolution No. 7821 (Attachment "A") in opposition of President Trump's recent action pertaining to the Deferred Action for Childhood Arrivals (DACA) Program.

BUDGET IMPACT:

To be determined based on City Council direction.

ATTACHMENT:

A. Resolution No. 7821

REVIEW: ☒ Finance Director ☒ City Manager

ATTACHMENT "A"

RESOLUTION NO. 7821

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DENOUNCING THE TRUMP ADMINISTRATION'S DECISION TO RESCIND THE DEFERRED ACTION FOR CHILDHOOD ARRIVALS ("DACA") PROGRAM AND AFFIRMING ITS COMMITMENT TO THE VALUES OF DIGNITY, INCLUSIVITY, AND RESPECT FOR ALL INDIVIDUALS, INCLUDING UNDOCUMENTED IMMIGRANTS

WHEREAS, on June 15, 2012, former President Barack Obama instituted the Deferred Action for Childhood Arrivals ("DACA") policy, an executive action that protects nearly 800,000 undocumented young people from deportation, provides access to a Social Security number and work authorization to undocumented young people; and

WHEREAS, immigrants contribute greatly to the social fabric of American society; and

WHEREAS, the DACA program allows immigrant youth to come out of the shadows and become productive members of American society – the only country many of them have ever truly known; and

WHEREAS, according to a study by the Center for American Progress, DACA recipients contribute significantly to a robust economy through their attainment of higher levels of education, increased wages, and large purchases, including homes; and

WHEREAS, should DACA be repealed, the Center for American Progress estimates a reduction by $433.4 billion to the national Gross Domestic Product, and a study by the Immigrant Legal Resource Center concludes that 685,195 young immigrants would become unemployed, resulting in $3.4 billion in both the loss of income to those employees as well as costs to businesses for recruitment, hiring and training new staff; and

WHEREAS, on September 5, 2017, Attorney General Jeff Sessions announced the rescission of the DACA program; and

WHEREAS, the Trump Administration's decision to rescind the DACA program puts lives in limbo and leaves families in disarray and in danger of being torn apart; and

WHEREAS, the Trump Administration's decision to rescind the DACA program has drawn criticism from all sides of the political aisle and is poorly reasoned; needlessly cruel; and ultimately counterproductive response to the need for fair and comprehensive immigration reform.

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

SECTION 1. The City Council of the City of San Fernando:

A. Affirms its support for the estimated 11 million undocumented immigrants who live in the United States and affirms its commitment to the values of dignity, inclusivity and respect for all individuals, including undocumented immigrants;

B. Condemns the decision of the Trump Administration to rescind the DACA program as a poorly reasoned and needlessly cruel response to the need for fair and comprehensive immigration reform;

C. Directs the City Manager to send a copy of this Resolution to San Fernando's state and federal representatives; to U.S. Attorney General Jeff Sessions; and such other officials and bodies and may be appropriate in the judgment of the City Manager.

SECTION 2. This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 18th day of September, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of September, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk