



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
TUESDAY, SEPTEMBER 5, 2017 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Police Chief Anthony Vairo

APPROVAL OF AGENDA

PRESENTATIONS

- a) FREEDOM FROM WORKPLACE BULLIES WEEK – OCTOBER 15-21
Mayor Sylvia Ballin
- b) CERTIFICATE OF RECOGNITION – CASSELL’S MUSIC
Mayor Sylvia Ballin

DECORUM AND ORDER

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

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

PUBLIC STATEMENTS – WRITTEN/ORAL

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

CITY COUNCIL - LIAISON UPDATES**CONSENT CALENDAR**

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

- 1) REQUEST TO APPROVE THE MINUTES OF AUGUST 21, 2017 – SPECIAL MEETING**
- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 17-091 APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 17-091 approving the Warrant Register.

- 3) UPDATE 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:

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- 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 Interim 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 Interim City Manager, or designee, to execute all related documents.

ADMINISTRATIVE REPORTS**6) 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.

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

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

DEPARTMENT HEADS - COMMISSION UPDATES**GENERAL COUNCIL COMMENTS****STAFF COMMUNICATION**

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ADJOURNMENT

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

Elena G. Chávez, CMC

City Clerk

Signed and Posted: August 31, 2017 (4:30 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.

Regular Meeting

San Fernando City Council

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**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

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SPECIAL MEETING MINUTES – August 21, 2017**

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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 Mayo 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*

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: September 5, 2017

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 17-091 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

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

ATTACHMENT:

A. Resolution No. 17-091

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 5th 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 5th day of September, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist

08/30/2017

3:18:41PM

Voucher List

CITY OF SAN FERNANDO

Page:

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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

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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			
			082517		001-424-0000-4260	73.50		
					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			

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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 TR	565.41
			081817		001-225-0000-4360	
					LODGING-TRAFFIC ACCIDENT INVEST	538.20
					001-225-0000-4360	
					Total :	1,103.61
207224	9/5/2017	888800 BUSINESS CARD	080917		SPECIAL COUNCIL MEETING DINNER	
			081017		001-101-0000-4300	64.89
					AIRFARE-CAJPA CONF ON 09/12-09/15	
			081017		001-105-0000-4370	172.95
					LODGING DEP--CAJPA CONF ON 09/12-	
			081417		001-105-0000-4370	124.26
					MULTI CARD READER	
			081617		001-105-0000-4300	19.43
					ROLLER CLEANER SHEETS	
			081617		001-106-0000-4300	32.99
					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	11620	CANON COPIERS LEASE PAYMENT-AU	648.46
					001-135-0000-4260	
					Total :	648.46
207226	9/5/2017	892465 CANON SOLUTIONS AMERICA, INC.	4023433740	11619	COPIER MONTHLY RATES & OVERAGE	1,062.72
					001-135-0000-4260	
					Total :	1,062.72

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207227	9/5/2017	103814 CERVANTES, JORGE	TRAVEL		PER DIEM-LEADERSHIP & ACCOUNTA	
					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	11640	O&M PORTION OF ASSSC-JULY PYMN	196,522.00
			74WP170000143	11641	072-365-0629-4600	
					ASSSC CAPITAL PORTION-JULY PYMN	147,704.00
					072-360-0629-4260	
					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	11552	CNG FUELING STATION IMPROVEMEN	7,532.00
				11552	010-310-3661-4600	1,883.00
					010-320-3697-4600	-470.75
					010-2037	
					Total :	8,944.25
207233	9/5/2017	100735 COASTAL AIR	16330		A/C MAINT-LP PARK	
			16344		043-390-0000-4330	635.00
			16352		A/C MAINT-505 S HUNTINGTON	185.00
			16362		043-390-0000-4330	565.00
					A/C MAINT-120 MACNEIL	
					043-390-0000-4330	785.00
					A/C MAINT-LP PARK	
					043-390-0000-4330	
					Total :	2,170.00

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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	11632	INSTALLATION OF SPEED HUMPS - VIS 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		ADD'TL 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	11646	SOFTWARE MAINTENANCE AGREEME 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
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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	11605	CONTRACT PLANNER SERVICES-JULY 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
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08/30/2017 3:18:41PM		CITY OF SAN FERNANDO					
Bank code : bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
207247	9/5/2017	892298 FIDUCIARY EXPERTS LLC	1058	11409	457 PLAN FIDUCIARY SERVS. ADMIN. &		
					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		
			818361-2385-012309		070-384-0000-4220	54.73	
					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	11608	JULY-JANITORIAL SERVICES CONTRA(
					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		
			9508905156		010-320-3697-4600	195.12	
					DIGITAL KEY PAD - 120 MACNEIL BACK		
					043-390-0000-4300	77.35	
			9515022839		MATL'S FOR FAUCET REPAIR-REC PAR		
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08/30/2017 3:18:41PM		CITY OF SAN FERNANDO					
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 TRAIL		
			9520216517		GATE KEY PAD BOXES-501 1ST	15.07	
					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	11628	EMERGENCY WATER MAIN & SERVICE		
			H519010	11628	070-383-0301-4300	437.68	
			H520367	11628	EMERGENCY WATER MAIN & SERVICE		
			H527678	11628	070-383-0301-4300	209.21	
				11628	EMERGENCY WATER MAIN & SERVICE		
					070-383-0301-4300	421.83	
					Total :	713.22	
						1,781.94	
207256	9/5/2017	888647 HDL SOFTWARE, LLC	0011397-IN	11634	JULY-BUSINESS LICENSE ADMIN SERV		
					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	

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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	11597	ANIMAL CARE & CONTROL SERVICES- 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 RE 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	
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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
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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	11551 11551	CONTRACT ADMINISTRATION, PROJE 001-150-0000-4270 026-311-0127-4270	450.00 240.00
					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	
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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 FL 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	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207291	9/5/2017	102432 OFFICE DEPOT	(Continued)			
			952076642001		001-130-0000-4300 OFFICE SUPPLIES	45.96
			954048947001		001-130-0000-4300 OFFICE SUPPLIES	15.08
			954049186001		001-310-0000-4300 OFFICE SUPPLIES	38.93
					001-310-0000-4300	25.56
					Total :	808.03
207292	9/5/2017	890095 O'REILLY AUTOMOTIVE STORES INC	4605-252685		BATTERY-PD	
			4605-253764		041-320-0225-4400 COMBO TURN SIGNAL SWITCH-PW272	120.56
			4605-253857		072-360-0000-4400 BRAKE SWITCH-PW2721	142.53
			4605-253970		072-360-0000-4400 DIESEL EXHAUST FLUID-PW3464	10.68
			4605-254785		072-360-0000-4400 WELL SITE SUPPLIES	71.05
					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	11643	JULY TRANSIT SERVICES-DIAL A RIDE	
					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

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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	
			PD-35611		072-360-0000-4310 HOSE FOR NEW SEWER JETTER	1,613.33
			PD-35712		072-360-0000-4310 SEWER NOZZLE SKIDS	203.53
					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	
			0902-007210978		073-350-0000-4260 SF MALL AREA REFUSE SERVICES-AU	910.80
					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 & ACCOUNTABILI	
					001-224-0000-4360	226.00
					Total :	226.00
207301	9/5/2017	887872 ROSENBERG, IRWIN	REIMB.		REIMB-TRANSPORTATION FROM AIRPI	
			TRAVEL		001-222-0000-4360 PER DIEM-SBSLI POST TRAINING IN	34.93
					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

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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	
			9932		001-115-0000-4230	43.75
					LEGAL PUBLICATION-DRAFT NOA REP	
					001-150-3673-4270	481.54
					Total :	525.29
207308	9/5/2017	103184 SMART & FINAL	33211		MISC SUPPLIES	
			43775		004-2359	46.54
			51228		SENIOR CLUB DANCE SUPPLIES	44.45
			52596		004-2380	138.62
					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

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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	11592	WEBSITE HOSTING & MAINT-SEPT 201	
					001-135-0000-4260	800.00
					Total :	800.00
207316	9/5/2017	890898 TETRA MECHANICAL SERVICE INC	1003-350	11623	EMERG. A/C & WATER HEATER REPAIR	
			1003-352	11623	043-390-0000-4330	1,348.20
			1003-353	11623	EMERG. A/C & WATER HEATER REPAIR	1,460.00
			1003-354	11623	043-390-0000-4330	1,110.00
			1003-355	11623	EMERG. A/C & WATER HEATER REPAIR	1,715.00
					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

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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 PA 043-390-0000-4300	38.73
			4063809		MATL' FOR 501 1ST PROJECT 043-390-0000-4300	306.82
			5022185		MATLS TO REPAIR SECURITY BEAM-50 043-390-0000-4300	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		ADD'TL 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
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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 PA 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
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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	11627	CITY'S ANNUAL AUDIT SERVICES 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 COURT 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 VERIZON 001-222-0000-4220	1,034.12
					Total :	1,034.12
207333	9/5/2017	100101 VERIZON WIRELESS-LA	9790703762		VARIOUS CELL PHONE PLANS	
						Page: 21

vchlist 08/30/2017 3:18:41PM		Voucher List CITY OF SAN FERNANDO				Page: 22
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	11613	ANNUAL CITY TREE TRIMMING CONTR 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 INSPECTION 001-310-0000-4260	906.00
			00324449	11599	PROVIDE GRANT ADMINISTRATION SERVICES 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	11644	ANNUAL DISTRICT ADMINISTRATION-F 027-344-0000-4260	2,537.39
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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.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher Registers are not final until approved by Council.

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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
						Page: 3

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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 001-2110	1,223.96 -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
						Page: 4

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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 001-2110	1,019.78 -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
						Page: 7

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

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: September 5, 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. Under the Ordinance, 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.

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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

Update Living Wage OrdinancePage 3 of 3

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
Silverio Robledo, Mayor

ATTEST:

Wilma Miller
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 Employee	\$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.



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

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: September 5, 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;

Consideration to Approve Amendments to Contracts with JWA Urban Consultants, Inc. and Evan Brooks Associates, Inc. to Provide Community Development ServicesPage 2 of 3

- 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:JWA Urban Consultants, Inc.

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

Consideration to Approve Amendments to Contracts with JWA Urban Consultants, Inc. and Evan Brooks Associates, Inc. to Provide Community Development ServicesPage 3 of 3

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



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

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Community Development Project Management Services

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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.

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Community Development Project Management Services

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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;

PROFESSIONAL SERVICES AGREEMENT**Community Development Project Management Services**Page 4 of 19

- 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 to 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) calendar 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.

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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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,

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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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

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(\$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 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

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Community Development Project Management Services

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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,

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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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

PROFESSIONAL SERVICES AGREEMENT**Community Development Project Management Services**Page 10 of 19

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

PROFESSIONAL SERVICES AGREEMENT**Community Development Project Management Services**Page 11 of 19

bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or 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;

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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- 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

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

Page 13 of 19

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.

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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- 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,

PROFESSIONAL SERVICES AGREEMENT**Community Development Project Management Services**Page 15 of 19

- 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,

PROFESSIONAL SERVICES AGREEMENT**Community Development Project Management Services**Page 16 of 19

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

Page 17 of 19

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 FERNANDOBy: _____
Nick Kimball, Interim City Manager**JWA Urban Consultants, Inc.**By: _____
Name: Jack Wong_____
Title: President

PROFESSIONAL SERVICES AGREEMENT**Community Development Project Management Services**Page 18 of 19

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.

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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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.



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 BB&T INSURANCE SERVICES INC OF ORANGE COUNTY PO BOX 61053 ANAHEIM, CA 928036153 (888) 661-3938	CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 552-6091 E-MAIL: ADDRESS: Service.center@travelers.com														
INSURED JWA URBAN CONSULTANTS INC PO BOX 9493 MARINA DEL REY, CA 90295	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		680-9124H099-17	03/23/2017	03/23/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	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		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$</td></tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$		
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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

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 COMPENSATION AND COMPENSATION CONTROLS:

- 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 CONSULTANT'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 SAEKITitle: CITY MANAGER

APPROVED AS TO FORM:

By: _____

City Attorney

CONSULTANT:By: _____Print: Hsu SubtsuguTitle: PRESIDENT - MANAGING PARTNER

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Anthony Vairo, Police Chief

Date: September 5, 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 Interim 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.

Consideration to Accept a Donation for the Purchase of a Bullet Proof Vest for the Police CaninePage 2 of 2

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

1 MICHAEL BILSON, 31627
Attorney at Law
2 4640 Lankershim Boulevard
Suite 512
3 North Hollywood, CA 91602-1841
Telephone: (818) 980-8393
4 Fax: (818) 980-7021

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

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7

8 In the matter of:

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JUDY GUTH 2016 TRUST

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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:

ANTHONY VAIRO

Print title:

RECEIPT

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: September 5, 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 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:

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.

Discussion Regarding the San Fernando Green Streets - Calles Verdes ProjectPage 2 of 3

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 the area has very little tree canopy, which makes it 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.

Discussion Regarding the San Fernando Green Streets - Calles Verdes ProjectPage 3 of 3

CONCLUSION:

The partnership between the City and TreePeople leverages grant funds to make more than \$1 million in 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 - Calles 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 begun 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

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Jaime Soto

Date: September 5, 2017

Subject: Request to Issue a Press Release Regarding the Yolanda Haro Settlement Agreement

RECOMMENDATION:

I would like to recommend approval to issue a press release regarding this matter.

BUDGET IMPACT:

To be determined based on City Council direction.