

San Fernando City Council Regular Meeting Notice and Agenda June 4, 2018 – 6:00 PM

CITY HALL 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 Director of Community Development Timothy Hou

APPROVAL OF AGENDA

PRESENTATIONS

- a) RECOGNITION OF SAN FERNANDO HIGH SCHOOL WOMEN'S WRESTLING CHAMPIONS Mayor Sylvia Ballin
- b) PRESENTATION BY L.A. TREE PEOPLE ON THE CALLES VERDES PROJECT Director of Public Works/City Engineer Yazdan (Yaz) Emrani

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

Regular Meeting Notice and Agenda – June 4, 2018 Page 2 of 5

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 MAY 21, 2018 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 18-061 approving the Warrant Register.

3) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING THE CITY CODE BY ADDING A NEW DIVISION 9 (ELECTRIC VEHICLE CHARGING STATIONS) TO REGULATE THE PARKING IN DESIGNATED ELECTRIC VEHICLE CHARGING STATION PARKING STALLS

Recommend that the City Council waive full reading of Ordinance No. 1676 and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, California, Amending Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code by the Addition of a New Division 9 (Electric Vehicle Charging Stations) to Regulate the Parking in Designated Electric Vehicle Charging Station Parking Stalls;"



Regular Meeting Notice and Agenda – June 4, 2018 Page 3 of 5

4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING AND DIRECTING THE CITY CLERK TO DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

Recommend that the City Council adopt Resolution No. 7861 Authorizing and Directing the City Clerk to Destroy Certain Records and Documents Pursuant to Section 34090 of the Government Code of the State of California.

5) CONSIDERATION TO ADOPT A RESOLUTION SETTING A PUBLIC HEARING DATE TO CONSIDER THE PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS

Recommend that the City Council adopt Resolution No. 7860 declaring the City Council's intention to place liens on real property for non-payment of residential and commercial solid waste collection services billings and setting the date for the Public Hearing on July 16, 2018.

6) CONSIDERATION TO AUTHORIZE SUBMITTAL OF GRANT APPLICATION TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE METRO OPEN STREETS PROGRAM GRANT CYCLE THREE TO FUND THE HEALTHY SAN FERNANDO OPEN STREETS FESTIVAL

Recommend that the City Council:

- Authorize the preparation and submittal of a grant application to the Metro Open Streets Grant Program Cycle Three in the amount of \$225,000 to fund the Healthy San Fernando Open Streets Festival;
- b. Authorize the City Manager to accept the grants, if awarded;
- c. Authorize the City Manager to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- d. Upon full execution of all grant related documents, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds.

7) DISASTER COUNCIL APPOINTMENTS

Recommend that the City Council:

a. Approve the re-appointment of Diane Shepherd as representative of the California Emergency Mobile Patrol; and



Regular Meeting Notice and Agenda – June 4, 2018 Page 4 of 5

- b. Approve the appointment of Barbara Mariscal as representative of the American Red Cross to the Disaster Council for a two-year term.
- 8) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH THE WILD HORSE CHILDREN'S FOUNDATION TO GRANT ACCESS TO USE PARK FACILITIES AT PIONEER PARK

Recommend that the City Council authorize the City Manager to execute a Baseball Fields and Concession Stand Non-Exclusive License Agreement (Contract No. 1886) with the Wild Horse Children's Foundation to grant access to use park facilities at Pioneer Park.

9) CONSIDERATION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. TO INCLUDE ADDITIONAL COSTS ASSOCIATED WITH THE PARK MASTER PLAN

Recommend that the City Council:

- a. Approve an amendment to the Professional Service Agreement (Contract No. 1826(a)) with RJM Design, Inc. to include additional costs associated with the Park Master Plan; and
- b. Authorize the City Manager to execute payment for the additional cost.

PUBLIC HEARING

10) CONSIDERATION TO ADOPT A RESOLUTION AND ORDINANCE TO PLACE A MEASURE ON THE NOVEMBER BALLOT TO EXTEND THE EXISTING HALF-CENT LOCAL SALES TAX

Recommend that the City Council conduct a Public Hearing and pending public testimony:

- a. Adopt Resolution No. 7852:
 - Calling and giving notice of a General Municipal Election to be held November 6, 2018 to submit to the City a question relating to the extension of the City's existing Half-cent Transactions and Use Tax;
 - ii. Requesting consolidation of such election with the County General Election to be held on the same day;
 - iii. Requesting the County of Los Angeles to provide specific election services; and



Regular Meeting Notice and Agenda – June 4, 2018 Page 5 of 5

- iv. Setting priorities for filing written arguments and rebuttals regarding City measures and directing the City Attorney to prepare an impartial analysis; and
- b. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1678, "An Ordinance of the City Council of the City of San Fernando, California, extending indefinitely, subject to voter approval, the General Purpose Transactions and Use Tax administered by the California Department of Tax and Fee Administration and codified under Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code pursuant to Revenue & Taxation Code Sections 7251 et seq."

ADMINISTRATIVE REPORTS

11) FISCAL YEAR (FY) 2018-2019 BUDGET STUDY SESSION NO. 2

Recommend that the City Council review and discuss the FY 2018-2019 Proposed Budget.

DEPARTMENT HEADS - COMMISSION UPDATES

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

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

Elena G. Chávez, CMC

City Clerk

Signed and Posted: May 31, 2018 (5:00 p.m.)

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



Regular Meeting San Fernando City Council



SAN FERNANDO CITY COUNCIL MINUTES

MAY 21, 2018 – 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 5:05 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez (arrived at 5:16 p.m.),

and Councilmembers Jaime Soto, Joel Fajardo and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard

Padilla and City Clerk Elena G. Chávez

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 (5:06 P.M.)

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

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

Designated City Negotiators:

City Manager Alexander P. Meyerhoff Deputy City Manager/Director of Finance Nick Kimball City Attorney Rick Olivarez Assistant City Attorney Richard Padilla

SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – May 21, 2018 Page 2

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

San Fernando Management Group (SEIU, Local 721)

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

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

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

All Unrepresented Employees

B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Clerk

C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 543, 553, and 563 Glenoaks Boulevard, City of San Fernando

Agency Negotiators: City Manager Alexander P. Meyerhoff, Lead Negotiator

Deputy City Manager/Director of Finance Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Negotiating Parties: John Manavian, Robertson Properties Group

Under Negotiation: Price and Terms as it Relates to Proposed Development Agreement

RECONVENE/REPORT OUT FROM CLOSED SESSION (6:02 P.M.)

Assistant City Attorney Padilla reported the following:

Items A, B, and C – An update was provided by staff, feedback was given by the City Council, but no final action taken.

ADJOURNMENT (6:02 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 21, 2018, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC

City Clerk





AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Nick Kimball, Deputy City Manager/Director of Finance

Date: June 4, 2018

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 18-061 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special 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. Special 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 Deputy City Manager/Director of Finance 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 Deputy City Manager/Director of Finance 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. 18-061

FINANCE DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SECITY.ORG

ATTACHMENT "A"

RESOLUTION NO. 18-061

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-061

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

- 1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
- 2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2018.

ATTEST:	Sylvia Ballin, Mayor
Elena G. Chávez, City Clerk	
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO)) ss)
	at the foregoing Resolution was approved and adopted at a l held on the 4 th day of June, 2018, by the following vote to
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	_

EXHIBIT "A"

vchlist		Voucher List	Page:	1
05/30/2018	1:35:29PM	CITY OF SAN FERNANDO		

Bank code :	bank3					
oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amount
210340	6/4/2018	890104 ABBA TERMITE & PEST CONTROL	35423		REMOVAL OF BEES-PARKWAY TREE	
					001-346-0000-4260	95.00
					Total :	95.00
210341	6/4/2018	891587 ABLE MAILING INC.	27930		MAY-MAILING AND FULFILLMENT SERV	
				11607	072-360-0000-4300	87.97
				11607	070-382-0000-4300	87.98
			27931		WATER ENV STORAGE FEE-APR 2018	
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
					Total:	200.95
210342	6/4/2018	100050 ACE INDUSTRIAL SUPPLY	1703766		CABLE TIES, HOLE SAW & MANDRELS,	
					041-1215	60.00
					041-320-0000-4300	85.00
					041-320-0000-4340	57.15
					Total:	202.15
210343 6/4/2	6/4/2018	100066 ADS ENVIRONMENTAL SERVICES.INC	22206.52-0418		SEVEN (7) ADS D-SITE OVERFLOW MO	
				11720	072-360-0000-4260	903.00
					Total:	903.00
210344	6/4/2018	888356 ADVANCED AUTO REPAIR	1231		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0390-4400	880.65
			1237		VEHICLE REPAIRS AND BODY WORK-F	
					041-320-0221-4400	181.05
			1239		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0224-4400	2,000.00
			1241		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0225-4400	60.00
			1242		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0225-4400	1,501.50
					Total:	4,623.20
210345	6/4/2018	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0618		DRINKING WATER	
					001-222-0000-4300	102.20
	6/4/2018	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0618		001-222-0000-4300	102.20

vchlist 05/30/2018	1:35:29P	М			Voucher List F SAN FERNANDO)		P	Page: 2
Bank code :	bank3								
Voucher	Date	Vendor		Invoice		PO #	Description/Account		Amount
210345	6/4/2018	891969	891969 ADVANCED PURE WATER SOI	LUTIONS	(Continued)			Total :	102.20
210346	6/4/2018	892493 A	G PRINTING & TROPHIES	032318			SOFTBALL TROPHY 017-420-1334-4300	Total :	55.00 55.00
210347	6/4/2018	892895 A	GUIRRE, ADALBERTO	REIMB.			SAFETY BOOTS REIMB 001-346-0000-4310	Total :	100.00 100.00
210348	6/4/2018	891442 AI	LEX AUTO DETAILING	0248			AUTO DETAIL SERVICE 001-222-0000-4320	Total :	140.00 140.00
210349	6/4/2018	890411 AF	RC DOCUMENT SOLUTIONS, LLC	9678522 9681056			WATER DIV BLUEPRINTS-RESTOR 070-384-0000-4310 SRTS CYCLE 1 PLANS 012-311-0552-4600	RE PE	141.17 82.97 224.14
210350	6/4/2018	102530 A	T&T	818-270	-2203		PD NETWORK LINE-APRIL 2018 001-222-0000-4220	Total :	121.08 121.08
210351	6/4/2018	889037 A	T&T MOBILITY	2872779	903027X0408201		MODEM FOR ELECTRONIC MESS 001-310-0000-4220	AGE	145.10 145.10
210352	6/4/2018	889942 A	THENS SERVICES	4991925	5	11639 11639	STREET SWEEPER SERVICES-MA 011-311-0000-4260 001-343-0000-4260	AY 20	12,249.91 2,299.39 14,549.30
210353	6/4/2018	891209 AI	UTONATION SSC	267226 267238			FLEET BRAKE PADS 041-1215 COOLANT GALLONS		259.91
							041-1215		181.07

 vchlist
 Voucher List
 Page:
 3

 05/30/2018
 1:35:29PM
 CITY OF SAN FERNANDO
 3

ank code :	bank3					
oucher	Date	Vendor	Invoice	PO #	Description/Account	Amour
210353	6/4/2018	891209 AUTONATION SSC	(Continued)		Total :	440.9
10354	6/4/2018	891301 BERNARDEZ, RENATE Z.	447		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	50.0
			452		INTERPRETATION SERVICES-CC MTG	250.00
					001-101-0000-4270 Total :	300.0
						000.0
10355	6/4/2018	892013 BERNSTEIN, DIANA	MAY 2018		ALL ABILITIES ART CLASS INSTRUCTO	
					017-420-1343-4260	400.00
					Total :	400.0
0356	6/4/2018	892847 B-LINE INVESTIGATIONS, INC	1003		IA 18-01	
				11777	001-112-0000-4270	7,626.3
					Total:	7,626.3
0357	6/4/2018	890838 BLUE TARP CREDIT SERVICES	40116918		VEHICLE MAINTENANCE AND REPAIR I	
				11686	043-390-0000-4330	2,024.8
					Total :	2,024.8
0358	6/4/2018	888800 BUSINESS CARD	051418		AIR FARE-POST TRAINING SBSLI IN FC	
					001-225-0000-4370	141.9
			051618		SHOT GUN SHELL HOLDERS	
					001-222-0000-4300	280.00
			051618		MEAL-TEAM BUILDING WORKSHOP 001-225-0000-4370	46.24
					001-222-0000-4370	69.3
					001-224-0000-4370	46.2
			051618		MEAL-TEAM BUILDING WORKSHOP	
					001-222-0000-4370	111.18
					001-224-0000-4370	55.60
					001-225-0000-4370	55.60
			051718		LODGING-TEAM BUILDING WORKSHOP	450.0
					001-225-0000-4370 001-105-0000-4270	450.80 154.70
					001-105-0000-4270	760.20
					001-224-0000-4370	534.8

 vchlist
 Voucher List
 Page:
 4

 05/30/2018
 1:35:29PM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210358	6/4/2018	888800 BUSINESS CARD	(Continued)			
			051718		MEAL-TEAM BUILDING WORKSHOP	
					001-222-0000-4370	80.64
					001-224-0000-4370	40.32
					001-225-0000-4370	40.32
			051818		MEAL-TEAM BUILDING WORKSHOP	
					001-222-0000-4370	44.31
					001-224-0000-4370	29.54
					001-225-0000-4370	29.52
			052518		MEAL-TEAM BUILDING WORKSHOP	
					001-222-0000-4370	71.48
					001-224-0000-4370	35.74
					001-225-0000-4370	35.74
			052518		LODGING-POST RANGE MASTER SCHO	
					001-225-0000-4370	1,450.00
					Total :	4,564.30
210359	10359 6/4/2018 890	8 890368 C & M TOPSOIL, INC	66279		TOPSOIL-LAYNE PARK	
					043-390-0000-4330	82.13
			66291		TOPSOIL-LAYNE PARK	
					043-390-0000-4330	82.13
			66294		TOPSOIL-LAYNE PARK	
					043-390-0000-4330	54.75
					Total:	219.01
210360	6/4/2018	892464 CANON FINANCIAL SERVICES, INC	18645421		CANON COPIERS LEASE PAYMENT-MA	
				11620	001-135-0000-4260	649.93
					Total:	649.93
210361	6/4/2018	103619 CARL WARREN & CO.	1844209		LEGAL SERVICES	
					006-190-0000-4800	750.00
			1844210		LEGAL SERVICES	
					006-190-0000-4800	750.00
			1844211		LEGAL SERVICES	
					006-190-0000-4800	375.00
			1844212		LEGAL SERVICES	
					006-190-0000-4800	750.00

3

vchlist 05/30/2018	1:35:29P	м	Voucher List CITY OF SAN FERNA	NDO		Page:
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
210361	6/4/2018	103619 CARL WARREN & CO.	(Continued) 1844213		LEGAL SERVICES 006-190-0000-4800 Total :	750.0 3,375.0
210362	6/4/2018	887917 CHIASSON, COURTNEY JAMES	TRAVEL		PER DIEM-POST SBSLI CLASS 418 TR 001-225-0000-4370	125.0 125.0
210363	6/4/2018	888296 CHIEF SUPPLY CORPORATION	337		SAFETY VESTS FOR PATROL 001-222-0000-4300 Total:	1,221.5 1,221.5
210364	6/4/2018	100731 CITY OF LOS ANGELES	74WP180000084 74WP180000085		O&M PORTION OF ASSSC-FY16/17 072-365-0629-4600 CAPITAL PORTION OF ASSSC-FY16-17	84,182.0
					072-360-0629-4260 Total :	65,855.0 150,037.0
210365	6/4/2018	103029 CITY OF SAN FERNANDO	17974-18009		REIMB TO WORKER'S COMP 006-1035 Total :	6,834.6 6,834.6
210366	6/4/2018	100715 CITY-WIDE FIRE PROTECTION CO.	71000		ANNUAL FIRE EQUIPMENT CERT TEST	
			71002		043-390-0000-4260 ANNUAL FIRE EQUIPMENT CERT TEST	412.0
					043-390-0000-4330 Total :	412.0 824.0
210367	6/4/2018	892480 CLEAN ENERGY	10	11552 11552	CNG FUELING STATION IMPROVEMEN' 010-310-3661-4600 010-320-3697-4600 010-2037	209,059.2 52,264.8 -13,066.2
			13	11552 11552	010-2037 CNG FUELING STATION IMPROVEMEN 010-310-3661-4600 010-320-3697-4600 010-2037	197,263.2 49,315.8 -12,328.9

vchlist 05/30/2018	1:35:29P	м	Voucher List CITY OF SAN FERNAN	IDO		Page: 6
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
210367	6/4/2018	892480 CLEAN ENERGY	(Continued)		Total :	482,507.85
210368	6/4/2018	100805 COOPER HARDWARE INC.	111112		DUPLICATE KEYS	
					043-390-0000-4300	2.18
			111216		MISC SUPPLIES FOR PW OPERATIONS	
				11672	070-384-0301-4300	55.71
					Total :	57.89
210369	6/4/2018	103794 CSUN/ CENTER FOR	101SFV		GIS SERVICES	
				11542	072-360-0000-4270	2,356.00
					Total :	2,356.00
210370	6/4/2018	892472 DE NORA WATER TECHNOLOGIE	ES 1132595		REPLACE (2) CT75 CELL ASSEMBLIES	
				11770	070-385-0000-4320	23,450.00
				11770	070-384-0000-4320	1,500.00
					Total :	24,950.00
210371	6/4/2018	892891 DELGADO, MAGDALENA	2000094.003		SENIOR DANCE TICKET REFUND	
					004-2383	8.00
					Total:	8.00
210372	6/4/2018	100989 DOOLEY ENTERPRISES INC.	55267		AMMUNITION	
2.00.2	0/ 1/2010	100000 BOOLET EITTERN MOLO ING.	5525.	11765	001-222-0000-4300	5,760.00
					001-222-0000-4300	446.40
					Total :	6,206.40
210373	6/4/2018	890879 EUROFINS EATON ANALYTICAL,	INC L0380764		WATER ANALYSIS-F726683	
210070	0/ 1/2010	coord contained an on the land.	2000701		070-384-0000-4260	139.60
			L0381312		WATER ANALYSIS-F727042	
					070-384-0000-4260	139.60
			L0381492		WATER ANALYSIS-F727697	
			1,0202474		070-384-0000-4260	139.60
			L0382471		WATER ANALYSIS-F726217 070-384-0000-4260	675.00
			L0382473		WATER ANALYSIS-F728535	0.0.00
					070-384-0000-4260	139.60
			L0382724		WATER ANALYSIS-F728548	
					070-384-0000-4260	164.00

5

 vchlist
 Voucher List
 Page:
 7

 05/30/2018
 1:35:29PM
 CITY OF SAN FERNANDO
 TOTAL CONTROLL OF SAN FERNANDO

ank code :	bank3					
oucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10373	6/4/2018	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0384962		WATER ANALYSIS-F730181	
					070-384-0000-4260	164.00
			L0385455		WATER ANALYSIS-F731823	
					070-384-0000-4260	164.00
			L0387221		WATER ANALYSIS-F733336	
					070-384-0000-4260	164.0
			L0388502		WATER ANALYSIS-F734095	
					070-384-0000-4260	264.60
			L0389152		WATER ANALYSIS-F734739	
					070-384-0000-4260	164.00
					Total :	2,318.00
210374	6/4/2018	890897 EVAN BROOKS ASSOCIATES, INC	18005-13		MGMT SERVS RELATED TO HEALTHY S	
				11655	010-420-3711-4260	3,430.00
					Total :	3,430.00
10375	6/4/2018 888122 FABIAN, MANUEL	2 FABIAN, MANUEL TRAVEL		MILEAGE REIMB-SAFE, CLEAN WATER		
					001-310-0000-4390	46.44
					Total :	46.44
10376	6/4/2018	101147 FEDEX	6-178-29826		COURIER SERVICES	
	0/ 1/2010	TOTTI TEBEX	0 110 20020		001-190-0000-4280	61.15
					Total :	61.15
10077	0/4/0040	ACCOUNT FIRM ON EXPERTA I I O	4000		457 DI ANI FIDUOIADVI OFDIVO ADMINI	
10377	6/4/2018	892298 FIDUCIARY EXPERTS LLC	1083		457 PLAN FIDUCIARY SERVS., ADMIN.	
				11409	001-190-0000-4270	1,250.00
					Total :	1,250.00
10378	6/4/2018	892892 FISS, ROSA	2000095.003		SENIOR DANCE TICKET REFUND	
					004-2383	35.00
					Total :	35.00
10379	6/4/2018	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191-		CITY YARD AUTO DIALER	
					070-384-0000-4220	54.98
			818-361-2385-012309		MTA PHONE LINE & CREDIT CARD LINE	
					007-440-0441-4220	108.76

 vchlist
 Voucher List
 Page:
 8

 05/30/2018
 1:35:29PM
 CITY OF SAN FERNANDO
 8

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
210379	6/4/2018	892198 FRONTIER COMMUNICATIONS	(Continued)			
					001-190-0000-4220	54.3
			818-361-2472-031415		PW PHONE LINE	
					070-384-0000-4220	319.9
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM	
					001-420-0000-4220	60.40
			818-831-5002-2052096		PD ACTIVITIES PHONE LINE	
					001-222-0000-4270	54.20
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	313.3
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE	
					001-222-0000-4220	33.2
			818-898-7385-033105		LP FAX NUMBER	
					001-420-0000-4220	37.4
					Total:	1,036.6
210380	6/4/2018	892587 GARCIA SUAREZ, LENIN	050918		MUSIC-SENIOR CLUB FATHER'S DAY D	
					004-2380	500.00
					Total :	500.0
210381	6/4/2018	101376 GRAINGER, INC.	9750083512		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	536.9
			9759857411		SUPPLIES FOR BLDG AND LANDSCAPE	
				11658	043-390-0000-4300	24.14
			9777797383		SUPPLIES FOR BLDG AND LANDSCAP!	
				11658	043-390-0000-4300	18.2
			9778103193		SUPPLIES FOR BLDG AND LANDSCAP!	
				11658	043-390-0000-4300	280.30
			9778103201		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	12.18
			9778103219		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	30.1
			9778330606		SUPPLIES FOR BLDG AND LANDSCAP!	
				11658	043-390-0000-4300	53.89
			9778472184		SUPPLIES FOR BLDG AND LANDSCAP!	
				11658	043-390-0000-4300	4.00
			9782956008		SUPPLIES FOR BLDG AND LANDSCAPI	

rchlist 05/30/2018	1:35:29PI	м	Voucher List CITY OF SAN FERN		,	Page:
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
210381	6/4/2018	101376 GRAINGER, INC.	(Continued)			
				11658	043-390-0000-4300	58.6
			9783608673	44050	SUPPLIES FOR BLDG AND LANDSCAPI	44.7
			9784492671	11658	043-390-0000-4300 SUPPLIES FOR BLDG AND LANDSCAPI	41.7
			9704492071	11658	043-390-0000-4300	7.7
				11000	Total :	1,068.1
						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
210382	6/4/2018	101435 HAAKER EQUIPMENT COMPANY	W50331		MOUNT WATER METERS ON TWO CITY	
				11750	072-360-0000-4300	1,701.0
				11750	070-383-0000-4300	1,701.0
					Total :	3,402.10
210383	6/4/2018	890594 HEALTH AND HUMAN RESOURCE	183655		EAP-JUNE 2018	
					001-106-0000-4260	235.3
					Total :	235.3
210384	6/4/2018	101511 HINDERLITER DE LLAMAS & ASSOC.	0029122-IN		CONTRACTUAL SERVICES-SALES TAX	
210004	0/4/2010	101011 TIMBEREITER DE ELAWAO WAGGOO.	0020122-114		001-130-0000-4270	6,359.0
					Total:	6,359.0
210385	6/4/2018	892864 HOU, TIMOTHY	REIMB.		WELLNESS BENEFIT REIMB, FY17-18	
210365	0/4/2010	692804 HOO, HWOTH	REIIVID.		001-150-0000-4140	300.0
					001-152-0000-4140	150.0
					001-140-0000-4140	150.0
					Total :	600.0
210386	6/4/2018	891170 HRDIRECT	INV6407504		RENEWAL-POSTER GUARD COMPL PF	
					001-106-0000-4300	96.79
			INV6407505		RENEWAL-POSTER GUARD COMPL PF	
					001-106-0000-4300	96.79
			INV6407506		RENEWAL-POSTER GUARD COMPL PF	
					001-106-0000-4300	96.79
			INV6407507		RENEWAL-POSTER GUARD COMPL PF 001-106-0000-4300	96.79
					Total :	387.1
					iotai .	307.11
						Page: 9

vchlist 05/30/2018	1:35:29PI	Voucher List P 1:35:29PM CITY OF SAN FERNANDO				
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
210387	6/4/2018	887740 INDUSTRIAL SHOE COMPANY	1100-1140382		SAFETY SHOES 001-152-0000-4300 Total :	207.90 207.9 0
210388	6/4/2018	891570 INNOVATIVE TELECOM. SYSTEMS	2323		INSTALL & PROG TELEPHONES;ADD LI 001-190-0000-4260 001-190-0000-4220 Total :	230.00 191.11 421.1 1
210389	6/4/2018	891777 IRRIGATION EXPRESS	15115162-00	11659	MISC. IRRIGATION SUPPLIES FOR REF 043-390-0000-4300	133.4
			15115177-00	11659	MISC. IRRIGATION SUPPLIES FOR REF 043-390-0000-4300	73.10
			15115337-00	11659	MISC. IRRIGATION SUPPLIES FOR REF 043-390-0000-4300	28.5
			15115707-00	11659	MISC. IRRIGATION SUPPLIES FOR REF 043-390-0000-4300	55.3
			15115827-00	11659	MISC. IRRIGATION SUPPLIES FOR REF 043-390-0000-4300	8.30
			15115862-00	11659	MISC. IRRIGATION SUPPLIES FOR REF 043-390-0000-4300	49.4
210390	6/4/2018	887952 J. Z. LAWNMOWER SHOP	18946		Total : SMALL EQUIPMENT REPAIR	348.1
210000	0/4/2010	0.7502 U. Z. ENWINOWER OHOL	10040	11690	043-390-0000-4300 Total :	74.3
210391	6/4/2018	101768 KIMBALL-MIDWEST	6349239		MISC NUTS	
			6353071		041-1215 MISC SUPPLIES	18.9
					041-1215 Total :	302.29 321.2 3
210392	6/4/2018	101990 L.A. COUNTY METROPOLITAN	102058		TAP-APRIL 2018 007-440-0441-4260	1,268.0
					Total :	1,268.0

Voucher List

vchlist

vchlist

05/30/2018	1:35:29P	M	CITY OF SAN FERNA	NDO		
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210393	6/4/2018	102007 L.A. COUNTY SHERIFFS DEPT.	183627LA		INMATE MEALS-APRIL 2018	
					001-225-0000-4350	849.32
					Total :	849.32
210394	6/4/2018	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN	
					070-384-0000-4210	638.63
			494-750-1000		WATER-12900 DRONFIELD	
					070-384-0000-4210	15.91
			594-750-1000		ELECTRIC-12900 DRONFIELD	
					070-384-0000-4210	5,011.62
		657-750-1000		ELECTRIC-14060 SAYRE		
					070-384-0000-4210	11,303.54
			757-750-1000		WATER-14060 SAYRE	
					070-384-0000-4210	77.00
					Total :	17,046.70
210395	6/4/2018	101848 LANGUAGE LINE SERVICES	4299323		TRANSLATION SERVICES	
					001-222-0000-4260	9.53
					Total :	9.53
210396	6/4/2018	101852 LARRY & JOE'S PLUMBING	2052063-0001-02		SUPPLIES & HAND TOOLS FOR FAC SU	
					043-390-0000-4300	61.21
					Total :	61.21
210397	6/4/2018	101920 LIEBERT CASSIDY WHITMORE	041118		ERC WORKSHOP ON 04/02/18	
					001-106-0000-4360	40.00
					001-420-0000-4360	40.00
					001-371-0000-4360	40.00
					001-105-0000-4360	40.00
					001-225-0000-4360	80.00
					070-381-0000-4360	40.00
					041-320-0000-4360	80.00
					001-310-0000-4360	40.00
					Total :	400.00
210398	6/4/2018	101974 LOS ANGELES COUNTY	APR 2018		ANIMAL CARE & CONTROL SERVICES-	
				11597	001-190-0000-4260	6,497.90

5/30/2018	1:35:29P	M	CITY OF SAN FERNAN	DO		
Bank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
210398	6/4/2018	101974 101974 LOS ANGELES COUNTY	(Continued)		Total :	6,497.90
210399	6/4/2018	102003 LOS ANGELES COUNTY	RE-PW-18050706397		INDUSTRIAL WASTE CHARGES-APRIL:	
				11654	072-360-0000-4450	1,325.84
					Total :	1,325.84
210400	6/4/2018	102023 LOS ANGELES TIMES	10005456710		1 YEAR SUBSCRIPTION	
					001-225-0000-4350	285.42
					Total :	285.42
210401	6/4/2018	888468 MAJOR METROPOLITAN SECURITY	1087850		ALARM MONITORING ALL FAC-JUNE 2	
				11660	043-390-0000-4260	25.00
			1087851		ALARM MONITORING ALL FAC-JUNE 2	
				11660	043-390-0000-4260	15.00
			1087852		ALARM MONITORING ALL FAC-JUNE 2	
				11660	043-390-0000-4260	15.00
			1087853		ALARM MONITORING ALL FAC-JUNE 2	
				11660	043-390-0000-4260	15.00
			1087854	44000	ALARM MONITORING ALL FAC-JUNE 2	45.00
				11660	043-390-0000-4260	15.00
			1087855	44000	ALARM MONITORING ALL FAC-JUNE 2	45.00
			1087856	11660	043-390-0000-4260 ALARM MONITORING ALL FAC-JUNE 2	15.00
			1087856	11660	043-390-0000-4260	15.00
			1087857	11000	ALARM MONITORING ALL FAC-JUNE 2	15.00
			1067657	11660	043-390-0000-4260	15.00
			1087858	11000	ALARM MONITORING ALL FAC-JUNE 2	15.00
			1007000	11660	043-390-0000-4260	15.00
			1087859	11000	ALARM MONITORING ALL FAC-JUNE 2	10.01
				11660	043-390-0000-4260	15.00
			1087860		ALARM MONITORING ALL FAC-JUNE 2	
				11660	043-390-0000-4260	15.00
			1087861		ALARM MONITORING ALL FAC-JUNE 2	
				11660	070-384-0000-4260	23.00
			1087862		ALARM MONITORING ALL FAC-JUNE 2	
				11660	070-384-0000-4260	23.00
			1087863		ALARM MONITORING ALL FAC-JUNE 2	

Voucher List

11

11

12

Page:

18	1:35:29PI	м	Voucher List CITY OF SAN FERNAN	DO		Page:	1
le :	bank3						
	Date	Vendor	Invoice	PO #	Description/Account	An	moun
	6/4/2018	888468 MAJOR METROPOLITAN SECURITY	(Continued)				
			1087864	11660	070-384-0000-4260 ALARM MONITORING ALL FAC-JUNE 2	:	23.0
			1087864	11660	070-384-0000-4260		23.00
				11000	Total :		267.0
	6/4/2018	892471 MATHESON TRI-GAS INC	17470338		CARBON DIOXIDE GAS		
	0/ 1/2010	302 17 1 100 111 20 31 17 11 20 10 11 10			041-320-0000-4300	1	118.8
					Total:	1	118.8
210403 6/4/2018	6/4/2018	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO		
					001-420-0000-4220	:	33.03
					Total :		33.03
210404 6/4/2	6/4/2018	102226 MISSION LINEN SUPPLY	507353147		LAUNDRY		
					001-225-0000-4350	1;	136.92
			507380188		LAUNDRY 001-225-0000-4350		54.30
			507408148		LAUNDRY	;	54.30
			007400140		001-225-0000-4350	10	123.78
			507437107		LAUNDRY		
					001-225-0000-4350		96.69
					Total :	4	411.69
	6/4/2018	102325 NAPA AUTO PARTS	5478-961988		MAT'LS FOR DRONFIELD GATE REPAIF		
					043-390-0000-4300	:	21.27
			5478-962124		HYBRID AIR HOSE 041-320-0000-4320		33.08
					Total :		54.3
	0/4/0040	400004 NEODETE CONNIE	DEME				
	6/4/2018	102324 NEGRETE, CONNIE	REIMB.		REIMB OF ITEMS PURCHASED FOR EN 001-222-0000-4300		73.97
					Total :		73.97
	6/4/2018	102403 NOW IMAGE PRINTING	2018072		3-PART TREASURER RECEPTS		
			23.0012		001-131-0000-4300	1	173.80
					Total:	1	173.80

age: 1	Pa	Voucher List 1:35:29PM CITY OF SAN FERNANDO					
						bank3	Bank code :
Amou	Description/Account		PO #	Invoice	Vendor	Date	Voucher
598.5 598. 5	EMPLOYMENT PHYSICALS 001-106-0000-4270			0418901	102423 OCCU-MED, INC.	6/4/2018	210408
155.6	OFFICE SUPPLIES 001-310-0000-4300			133334725001	102432 OFFICE DEPOT	6/4/2018	210409
219.8	OFFICE SUPPLIES 001-310-0000-4300			133335311001			
103.7	OFFICE SUPPLIES 001-310-0000-4300 OFFICE SUPPLIES			133335312001 133335313001			
18.0	001-310-0000-4300 DFFICE SUPPLIES 001-310-0000-4300			133335315001			
123.4	OFFICE SUPPLIES 001-222-0000-4300			135303229001			
6.2	OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES			135307491001 135735530001			
50.6	001-150-0000-4300 DFFICE SUPPLIES			135735696001			
9.5 82.4	001-150-0000-4300 DFFICE SUPPLIES 001-310-0000-4300			135779953001			
83.5	OFFICE SUPPLIES 001-222-0000-4300			136727633001			
54.8	OFFICE SUPPLIES 001-222-0000-4300 COPIER TONERS			136727718001 140119198001			
130.8 130.8 130.8	001-130-0000-4300 072-360-0000-4300 070-382-0000-4300			140110100001			
28.8	OFFICE SUPPLIES 001-420-0000-4300			2185681450			
14.5	OFFICE SUPPLIES 001-420-0000-4300			2186346545			

 vchlist
 Voucher List
 Page:
 15

 05/30/2018
 1:35:29PM
 CITY OF SAN FERNANDO
 5

Invoice	PO #	Description/Account	Amour
32 OFFICE DEPOT (Continue		Total :	1,348.4
•	-,		.,
AUTOMOTIVE STORES INC 4605-285392	44000	VEHICLE MAINTENANCE & REPAIRS	040 7
4005 205504	11666	041-320-0224-4400	816.7
4605-285504	11666	VEHICLE MAINTENANCE & REPAIRS 041-320-0224-4400	523.5
4605-286424	11000	VEHICLE MAINTENANCE & REPAIRS	523.5
4003-200424	11666	041-320-0224-4400	-247.5
4605-286454	11000	VEHICLE MAINTENANCE & REPAIRS	-247.5
4000 200404	11666	041-320-0390-4400	90.1
4605-286455	11000	VEHICLE MAINTENANCE & REPAIRS	00.11
1000 200 100	11666	041-320-0320-4400	31.8
4605-286463		VEHICLE MAINTENANCE & REPAIRS	
	11666	041-320-0225-4400	16.52
4605-286483		VEHICLE MAINTENANCE & REPAIRS	
	11666	041-1215	332.55
4605-286911		VEHICLE MAINTENANCE & REPAIRS	
	11666	041-1215	185.72
4605-287146		VEHICLE MAINTENANCE & REPAIRS	
	11666	041-320-0224-4400	-772.18
4605-287585		VEHICLE MAINTENANCE & REPAIRS	
	11666	041-320-0370-4400	25.23
4605-287845		VEHICLE MAINTENANCE & REPAIRS	
	11666	041-320-0224-4400	-41.35
		Total :	961.37
ELEMANAGEMENT SERVICE 985728		PD PAYPHONE-JUNE 2018	
		001-190-0000-4220	62.64
		Total:	62.64
COMPANY OF AMERICA INVM0012202		DIAL A RIDE AND TROLLEY SERVICES-	
	11731	008-313-0000-4260	46,284,26
		Total:	46,284.26
DIMES 1007271160		MAINT FOR FOI DING MACHINE	
JWES 1007271100			407.25
			407.25
		072 000 0000 4000	407.20
OWES	1007271160	1007271160	1007271160 MAINT FOR FOLDING MACHINE 070-382-0000-4300 072-360-0000-4300

vchlist 05/30/2018	1:35:29P	м	Voucher List CITY OF SAN FERNAM	Voucher List CITY OF SAN FERNANDO				
Bank code :	bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
210413	6/4/2018	102624 102624 PITNEY BOWES	(Continued)		Total :	814.50		
210414	6/4/2018	892889 POLYMENDERS	45942		REPAIR OF (2) REC PARK SLIDES 043-390-0000-4330 Total :	2,052.50 2,052.50		
210415	6/4/2018	889602 RESPOND SYSTEMS	102843		SAFETY GEAR 070-384-0000-4310 Total :	59.24 59.24		
210416	6/4/2018	892900 ROSALES, WILBER	TRAVEL		PER DIEM-CRIMINAL JUSTICE COURS! 001-152-0000-4370 Total :	225.00 225.00		
210417	6/4/2018	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-760003 8901-760418	11752 11752	STREET LIGHTING, PARKING LOT EQU 029-335-0000-4320 STREET LIGHTING, PARKING LOT EQU 029-335-0000-4320 Total :	174.25 721.21 895.46		
210418	6/4/2018	892856 SALAS, JUAN	REIMB.		REIMB OF ITEMS PURCHASED FOR LP 004-2380 Total :	153.86 153.86		
210419	6/4/2018	887575 SAN FERNANDO EXPLORER POST 521	REIMB		REIMB FOR ADMISSION TICKETS TO U 001-226-0230-4430 Total :	409.20 409.20		
210420	6/4/2018	891064 SIEMENS INDUSTRY INC	5620017823	11624	ON CALL TRAFFIC SIGNAL MAINTENAN 001-371-0301-4300 Total :	387.50 387.50		
210421	6/4/2018	103184 SMART & FINAL	34299 43628		MISC CLEANING SUPPLIES 001-423-0000-4300 SUPPLIES FOR DRONFIELD WELL CLE 001-370-0301-4300	82.73 5.48		
			43946		SUPPLIES-SENIOR EXPO & ENP 004-2346	139.34		

vchlist 05/30/2018	1:35:29P	м	Voucher List CITY OF SAN FERNANDO	•		Page: 1
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amou
210421	6/4/2018	103184 SMART & FINAL	(Continued)			
			45717		BREAK ROOM SUPPLIES	
					001-225-0000-4350	23.9
			54299		SUPPLIES-SENIORS 5 DE MAYO DANC	
					004-2346	52.9
			59572		SUPPLIES-SENIORS' MOTHER'S DAY D 004-2380	166.4
					004-2380 Total :	470.9
					iotai.	470.5
210422	6/4/2018	892893 SOLANO, SONIA	051918		MUSIC-SENIOR CLUB FATHER'S DAY D	
					004-2380	1,100.0
					Total :	1,100.0
210423 6	6/4/2018	892367 SOLIS, MARGARITA	023		L P SENIOR PETTY CASH REIMB.	
					004-2380	39.3
					Total :	39.3
210424	6/4/2018	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST	
					043-390-0000-4210	4,321.3
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	14,962.3
					029-335-0000-4210	1,495.9
					074-320-0000-4210	806.5
					070-384-0000-4210	466.5
			2-33-746-5215		043-390-0000-4210 ELECTRIC-190 PARK	9,500.9
			2-33-740-3213		027-344-0000-4210	451.5
			2-39-084-2581		ELECTRIC-1117 2ND	.01.0
					043-390-0000-4210	24.9
			2-39-717-6769		ELECTRIC-801 8TH	
					043-390-0000-4210	27.7
					Total :	32,057.8
210425	6/4/2018	890834 SPARKLING IMAGE CORP	80617		CAR WASHES-APR 2018	
					001-222-0000-4320	148.0
					Total :	148.0

vchlist 05/30/2018	1:35:29PI	М	Voucher List CITY OF SAN FERNAM	NDO		Page:	18
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
210426	6/4/2018	889149 STAPLES BUSINESS ADVANTAGE	8049891597		BREAK ROOM SUPPLIES 001-190-0000-4300 Total :		391.07 391.07
210427	6/4/2018	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	£ 301191		FINGERPRINTS - APRIL 2018 001-106-0000-4270 Total :		160.00 160.00
210428	6/4/2018	892890 TAORRESCANO, ROCIO	2000352.001		ART CLASS REFUND 017-3770-1343 Total :		45.00 45.00
210429	6/4/2018	888946 TEKWERKS	888946	11592	WEBSITE HOSTING & MAINT-JUNE 201 001-135-0000-4260		800.00 800.00
210430	6/4/2018	103205 THE GAS COMPANY	042-320-6900 084-220-3249		GAS-910 FIRST 043-390-0000-4210 GAS-505 S HUNTINGTON		84.15
			088-520-6400		043-390-0000-4210 GAS-117 MACNEIL 043-390-0000-4210		51.78 63.21
			090-620-6400		GAS-VARIOUS LOCATIONS 070-381-0000-4210 072-360-0000-4210		11.69
			143-287-8131		043-390-0000-4210 GAS-208 PARK 043-390-0000-4210		72.28
					Total :		318.19
210431	6/4/2018	101528 THE HOME DEPOT CRC, ACCT#60353220249	2242926		TOOLS FOR PD REPAIRS 043-390-0000-4300 MAT'LS FOR SENIOR EXPO VOLUNTEE		269.36
			2424942		004-2346 SHELVING FOR OLD JAIL CELLS 043-390-0000-4300		38.61 2,393.58
			3193268		EMERGENCY VENTILATION FANS		2,000.00

17

vchlist 05/30/2018	1:35:29PM	Voucher List CITY OF SAN FERNANDO	Page:	19
Bank code :	bank3			

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210431	6/4/2018	101528 THE HOME DEPOT CRC, ACCT#60	03532202490 (Continued)			
					043-390-0000-4300	415.80
			4021405		LP PARK BEAUTIFICATION PROJ	
					043-390-0000-4300	512.40
			4065231		SMALL TOOLS	
					043-390-0000-4300	456.43
			4065232		SMALL TOOLS	
					043-390-0000-4300	879.84
			4904309		ELECTRIC DRYER-PW OPS SHOP TOW	
					043-390-0000-4300	442.20
			5065088		SUPPLIES AND SAFETY TOOLS	
					043-390-0000-4300	510.96
			560310		SAFETY SUPPLIES AND HAND TOOLS	
					043-390-0000-4300	270.40
			9034865		MATL'S FOR LOWER RES'R PUMP HOU	
					070-384-0000-4310	262.82
			9034866		50FT RUBBER HOSE	
					070-383-0301-4300	65.92
			9071447		MATL'S FOR PAINTING & PREP-SENIOF	
					043-390-0000-4300	1,294.57
			9242365		PLANTS FOR POT-LP PARK	
					043-390-0000-4300	126.80
					Total :	7,939.69
210432	6/4/2018	103369 TIFCO INDUSTRIES	71358083		MISC NUTS & BOLTS	
					041-1215	77.71
					Total:	77.71
210433	6/4/2018	103903 TIME WARNER CABLE	10369051018		CABLE-PD 05/18-06/17	
					001-222-0000-4260	461.58
			196309051318		INTERNET SERVICES 05/23-06/22	101.00
			10000001010		001-190-0000-4220	1,299.00
			288882050518		CABLE-LP PARK 05/13-06/12	1,200.00
			20002300010		001-420-0000-4260	185.22
					Total :	1,945.80
210434	6/4/2018	892894 TORREZ, EDDIE	REIMB.		SAFETY BOOTS REIMB	
210707	0/4/2010	002004 TOTALE, EDDIE	INCIMID.		ON ETT BOOTO REIWID	

vchlist 05/30/2018	1:35:29PI	м	Voucher Lis CITY OF SAN FERN			Page:	20
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Am	noun
210434	6/4/2018	892894 TORREZ, EDDIE	(Continued)				
					001-346-0000-4310 Total :		00.0 00.0
210435	6/4/2018	892738 TRANSIT SYSTEMS UNLIMITED, INC	62482		CNG FUEL		
					041-320-0152-4402 Total:		09.3 09.3
210436	6/4/2018	888076 TRUJILLO GRADING & PAVING CO.	62232		EV CHARGING STATION - STRIPING, CI		
				11761	010-335-3699-4600		75.00
				11761	029-335-3699-4600 Total :		75.00 50.0 0
210437 6/4/2018	6/4/2018	103463 U.S. POSTMASTER	MAY 2018		POSTAGE-MAY WATER BILLS		
					072-360-0000-4300		22.65
					070-382-0000-4300		22.65
					Total :	1,24	45.30
210438	6/4/2018	888241 UNITED SITE SERVICES OF CA INC	114-6704883		PORTABLE TOILET RENTAL-501 FIRST		68.96
			114-6737788		043-390-0000-4260 PORTABLE TOILET RENTAL-LAYNE PAF	00	30.90
					043-390-0000-4260	46	61.69
					Total :	1,13	30.6
210439	6/4/2018	103439 UPS	831954188		COURIER SERVICE		
					001-190-0000-4280		81.97
					Total :	18	81.97
210440	6/4/2018	889644 VERIZON BUSINESS	63764160		CITY YARD LONG DIST		
			63793617		001-310-0000-4220 CITY HALL LONG DIST		5.05
			00700017		001-190-0000-4220	4	49.72
			63793618		CITY YARD LONG DISTANCE		440
			63793619		070-384-0000-4220 CITY HALL LONG DIST	1	14.92
					001-190-0000-4220	2	24.96
			63793621		CITY YARD LONG DISTANCE		

19

rchlist 05/30/2018	1:35:29P	М	Voucher List CITY OF SAN FERNANDO)		Page: 2
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
210440	6/4/2018	889644 VERIZON BUSINESS	(Continued)			
			63793622		070-384-0000-4220 PARK LONG DISTANCE	9.98
			63793670		001-420-0000-4220 POLICE LONG DISTANCE 001-222-0000-4220	15.18
			63794171		CITY HALL LINES 001-190-0000-4220	59.59
					Total :	293.3
210441	6/4/2018	892081 VERIZON BUSINESS SERVICES	70789925		MPLS PORT ACCESS & ROUTERS-PD	
					001-222-0000-4220 Total :	1,040.43 1,040.4 3
210442	6/4/2018	100101 VERIZON WIRELESS-LA	9806910860		VARIOUS CELL PHONE PLANS 001-105-0000-4220 072-360-0000-4220 001-101-0109-4220 001-101-0111-4220 001-101-0107-4220 001-101-0103-4220	110.19 60.99 32.20 32.20 34.62 54.00
210443	6/4/2018	103603 VULCAN MATERIALS COMPANY	71803355	11710	UTILITY TRENCH & POTHOLE REPAIR	4 000 0
			71803356	11710	072-360-0000-4300 COLD MIX 072-360-0000-4310	1,200.29
					Total :	2,667.11
210444	6/4/2018	888390 WEST COAST ARBORISTS, INC.	133885	11780	ARBORISTS SERVICES 022-311-0560-4600	1,980.00
			133888	11780	ARBORISTS SERVICES 022-311-0560-4600	732.00
			136232	11613	ANNUAL CITY TREE TRIMMING CONTR 011-311-0000-4260	513.50
			136641	11613	ANNUAL CITY TREE TRIMMING CONTR 043-390-0000-4260	1,944.00

vchlist 05/30/2018	1:35:29P	Voucher List CITY OF SAN FERNANDO			Page: 22	
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210444	6/4/2018	888390	INC. (Continued)		Total :	5,169.50
210445	6/4/2018	888442 WESTERN EXTERMINATOR COMPANY	6008673		PEST CONTROL-LP PARK 043-390-0000-4260	54.50
			6008674 6008675		BAIT MONITORING-LP PARK 043-390-0000-4260 PEST CONTROL-CITY HALL	162.50
			6008676		043-390-0000-4260 EXT PEST CONTROL-REC PARK	86.00
			6008677		043-390-0000-4260 BAIT MONITORING-REC PARK 043-390-0000-4260	79.00 68.50
			6008678		PEST CONTROL-RUDY ORTEGA PARK 043-390-0000-4260	53.00
					Total :	503.50
210446	6/4/2018	889138 WIEDER, CAROL	031918		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	50.00
			050718		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
					Total :	300.00
1	07 Vouchers for	or bank code : bank3			Bank total :	881,629.68
1	07 Vouchers in	n this report			Total vouchers :	881,629.68

Voucher Registers are not final until approved by Council.



ORDINANCE NO. 1676

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING ARTICLE IV (STOPPING, STANDING AND PARKING) OF CHAPTER 90 (TRAFFIC AND VEHICLES) OF THE SAN FERNANDO MUNICIPAL CODE BY THE ADDITION OF A NEW DIVISION 9 (ELECTRIC VEHICLE CHARGING STATIONS) TO REGULATE THE PARKING IN DESIGNATED ELECTRIC VEHICLE CHARGING STATION PARKING STALLS

RECITALS

WHEREAS, the City of San Fernando ("City") wishes to advance the use of electric vehicle charging stations by all of its citizens, businesses and industries;

WHEREAS, Section 22511 of the California Vehicle Code provides, among other things, that a municipality may adopt an ordinance or resolution providing for the designation of stalls or spaces in an off-street parking facility owned or operated by a municipality for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes;

WHEREAS, the City does not currently have an ordinance or resolution which grants the City the authority to designate stalls or spaces for electric charging purposes or to prohibit nonelectric vehicles from occupying stalls or spaces intended for electric vehicles to charge, pursuant to Section 22511 of the California Vehicle Code; and

WHEREAS, the City desires to amend the San Fernando Municipal Code ("City Code") to include regulations governing parking and charging of electric vehicles.

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

SECTION 1. The Recitals set forth above are true and correct and incorporated into this Ordinance.

SECTION 2. Reserved Sections 90-460 through 90-485 found under Division 8 (Permit Parking Program) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando City Code are hereby deleted in their entirety entirety.

SECTION 3. Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando City Code is amended by the addition of a new Division 9 (Electric Vehicle Charging Stations), which shall read as follows:

DIVISION 9. ELECTRIC VEHICLE CHARGING STATIONS

Sec. 90-460. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this division, except where the context clearly indicates a different meaning:

"Charging" means an electric vehicle parked at an electric vehicle charging station and is electrically connected to the charging station equipment.

"Electric vehicle" means a "motor vehicle" as defined in the California Vehicle Code, and (i) which displays the State of California Air Board ZEV (Zero Emission Vehicle) sticker or (ii) any vehicle defined by the Air Resources Board as "off-vehicle charge capable" meaning a vehicle having the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.

"Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this division, and delivers electricity from a source outside of an electric vehicle into a plug-in electric vehicle.

Sec. 90-461. Designation of electric vehicle parking spaces.

- (a) <u>Designation of parking spaces</u>. The public works director, or designee, is authorized in accordance with the purposes of this division to designate spaces in off-street public parking facilities for the exclusive parking of electric vehicles that are connected to electric vehicle charging stations for the purpose of transfer of electricity to the battery or other energy storage device of an electric vehicle.
- (b) <u>Signs or markings</u>. Upon designation of a parking space or spaces for the exclusive use of electric vehicles pursuant to subsection (a) of this section, above, the public works department shall place signs or markings giving adequate notice that the parking space or spaces are restricted and to be used only for such electric vehicles. The signs or markings shall be in compliance with Section 22511 of the California Vehicle Code indicating that vehicles left standing in violation of the restriction may be removed. The parking restriction shall not apply to the designated parking spaces until the sign or markings have been placed.

Sec. 90-462. Electric vehicle parking restriction.

- (a) Where a sign designating a parking space for the exclusive use of charging electric vehicles is posted, no person shall park in that space:
 - (i) any nonelectric motor vehicle;
 - (ii) any electric vehicle that is not connected to the electric vehicle charging station;

- (iii) any electric vehicle that is not charging; or
- (iv) any electric vehicle that has been charging for a period of time that exceeds the posted maximum allowable time limit for parking for all vehicles in the parking lot where the electric vehicle charging station is located; or if the parking lot or other location where the electric vehicle charging station is located does not have a maximum allowable time limit for parking, a period in excess of four (4) hours.
- (b) The police department and such other parking enforcement personnel as the City may designate are authorized to cite and/or remove or cause the removal of vehicles parked in violation of this section in accordance with Section 22511 of the California Vehicle Code.

Sec. 90-463. Usage Fees.

The City Council may, by resolution, establish and from time to time amend a schedule of fees which the City may charge members of the public for each electric vehicle charging session.

Sec. 90-464. Violations.

Any person violating any of the provisions of this Division shall be, for every such offense, guilty of an infraction. The City Council may, by resolution, establish and from time to time amend a schedule of fines for any violation of this Division.

SECTION 4. CEQA. The City Council finds that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. <u>Effective Date</u>. In accordance with Government Code section 36937, this ordinance shall take effect and be in force thirty (30) days from passage and adoption.

certify to the passage of this Ordina posted as required by law. PASSED, APPROVED, A	ion. The City Clerk is hereby authorized and directed to cance by the City Council and shall cause it to be published or AND ADOPTED by the City Council of the City of San day of, 2018.						
	Sylvia Ballin, Mayor						
ATTEST:							
Elena G. Chávez, City Clerk							
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO)) ss)						
I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 21st day of May, 2018 and was carried by the following roll call vote:							
AYES:							
NOES:							
ABSENT:							
ABSTAIN:							
Elena G. Chávez, City Clerk							





AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Elena G. Chávez, City Clerk

Date: June 4, 2018

Subject: Consideration to Adopt a Resolution Authorizing and Directing the City Clerk to

Destroy Certain City Records and Documents Pursuant to the Government Code

of the State of California

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7861 (Attachment "A") Authorizing and Directing the City Clerk to Destroy Certain Records and Documents Pursuant to Section 34090 of the Government Code of the State of California.

BACKGROUND:

On November 5, 2001, the City Council adopted Resolution No. 6806 (Attachment "B") that approved a Retention Schedule for the Maintenance and Disposition of Records in the City of San Fernando. The Resolution states that upon written consent of the City Clerk and City Attorney, and with the approval of the City Council, "the City Clerk may destroy any City record, document, instrument, book or paper, under her charge, without making a copy thereof, after the same is no longer required." The Schedule is used to assign a retention timeframe for records in the custody of each City department.

Over the years, Departments have requested authorization to destroy certain records and, again, there is a need to schedule an annual City records destruction event.

ANALYSIS/CONCLUSION:

In an effort to clear out space at various City facilities, the following Departments have identified records (Attachment "A" - Exhibit "A") that qualify for destruction:

CITY CLERK DEPARTMENT

REVIEW:

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1204

WWW.SECITY.ORG

Destruction of Records – Various Departments

Page 2 of 2

City Clerk	10	Boxes
Community Development	12	Boxes
Finance	32	Boxes
Police	70	Boxes
Public Works	5	Boxes
Recreation & Community Services	17	Boxes
Total:	146	Boxes

Staff requests City Council approval for the disposition and destruction of approximately 146 boxes of records that are no longer required to be retained. Pursuant to California Government Code Section 34090, these records are eligible for destruction and the removal of these boxes will assist in creating storage space for new records.

BUDGET IMPACT:

The anticipated cost to destroy these records is approximately \$3.00 per box and is included in the Fiscal Year 2017-2018 City Budget (cost will be apportioned to each Department based on the number of boxes to be destroyed).

ATTACHMENTS:

- A. Resolution No. 7861
- B. Resolution No. 6806

ATTACHMENT "A"

RESOLUTION NO. 7861

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AUTHORIZING AND DIRECTING THE CITY CLERK TO DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

WHEREAS, Section 34090 of the Government Code of the State of California provides for the destruction of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney; and

WHEREAS, a list of City records and documents recommended for destruction has been prepared (attached hereto as Exhibits "A" and "E") Request for Destruction of Records and Destruction List for Duplicates and Other Documents; and in the opinion of the Department Head concerned, said City records and documents are no longer required; and

WHEREAS, the City Clerk and City Attorney have consented to the destruction of such documents and records Destruction List Approval (Exhibit "B").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1: The City Clerk is hereby authorized and directed to destroy those items listed in Exhibit "A" pursuant to procedures established in the Records Program for the City of San Fernando. When the records are destroyed, the Certificate of Destruction (Exhibit "C") must be completed and original form must be filed with the City Clerk to be maintained as a permanent record attached to this Resolution.

SECTION 2: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 4th day of June, 2018.

	Sylvia Ballin, Mayor		
ATTEST:			
Elena G. Chávez, City Clerk	_		

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)SS
CITY OF SAN FERNANDO	
	erk of the City of San Fernando, do hereby certify that the oted at a regular meeting of the Council of the City of San
Fernando held on the 4 th day of June,	, 2018; and was carried by the following vote:
AYES:	
NOES:	
ABSENT:	
	Elena G. Chávez, City Clerk

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: FINANCE (CITY TREASURER)

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	General and Payroll Bank Statements	14	2010 & 2011	5 years	May 2018
2	General and Payroll Bank Statements	14	2012	5 years	May 2018
3	Deposit Slips	14	2010	5 years	May 2018
4	Deposit Slips	14	2011	5 years	May 2018
5	Deposit Slips	14	2012	5 years	May 2018

Department Head Signature

Finance (City Treasurer)
Department

Da

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: CITY CLERK

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Council Agendas – Sworn Originals	2	1997 – 2003	7	June 2018
1	Council Meeting Notices – City Council Special Meetings Council Meeting Notices – Adjourned Meetings Council Meeting Notices – Cancelled Meetings	2	1995 – 2003 1993 – 2002 1983,1985,1998, 2000-2001	7	
1	Redevelopment Agency Agendas – Sworn Originals	5	1994–2004	7	
1	Public Hearing: Notices	5	2001–2006	7	
2	Correspondence	2	1994-1995	2 & 6	
2	Parking Authority Agendas	7	1984-1990 1991-1997	4	
2	General Correspondence	2	1981-1984, 1991-1995, 1997, 1999	2 & 6	
2	Council Meeting Notices: Special Meetings	2	2005	2	
2	Correspondence: Agenda Reports - Administration	2	1996, 1997, 2000	2 & 6	
2	Correspondence: Agenda Reports - City Attorney	2	1987-1992 1999 2009	2	+

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
2	Correspondence: Agenda Reports - Community Development	2	1992 – 1996 1998 – 1999 2002	2 & 6	June 2018
2	Correspondence: Agenda Reports - Recreation & Community Agenda Reports - Public Works	2	2002-2003 2009 2003 2008, 2009	2 & 6	
2	Correspondence: Agenda Reports – Parking General	2	1992-1999	2 & 6	
3	Election Materials: Roster of Voters, Ballots	3	2011 2015	CL+5 6 Months	
4	Correspondence: Agenda Reports - Finance Department	2	2007 – 2010	2 & 6	
5	Claim Files	20	Pre 1980	C+5	
6 - 8	Claim Files	20	1981-1994	C+5	*

Department Head Signature

City Clerk Department

5/31/18

Date

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: FINANCE

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule	Date(s) of Records	Retention Requirements	Destruction Date
1-9 A-Z	Warrants (Paid) 14 2010-2011		2010-2011	A+5	June 2018
10-18 A-Z	Warrants (Paid) (A/P)	14	2011-2012	A+5	İ
19-20	GL, TB, Rev & Exp. Report	12	2006-2007	A+10	
21	BL Cash Registers: BL Apps: Film Permits	16	Jan-Dec 2010 T+4 Jan-Dec 2010 2009,2010,2011		
22	BL Apps: Swapmeet & Garage Sales	16	1995	T-4	
23	Correspondence: Water Receipts	12	Jul-Sep 2014	A+2	
24	Correspondence: Water Receipts	12	Dec 2014 Jan-Feb 2015	A+2	
25	Correspondence: Water Receipts	12	Feb-Apr 2015 A+2		
26	Correspondence: Water Receipts	12	May-Jun 2015	A+2	
27	1098 & 1099 Forms	13	YRS 2002-2012	5	

Department Head Signature

Finance
Department

5/8/2018 Date

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: POLICE

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Expired Restraining Orders	24	2008-2010	C	June 2018
2	Expired Restraining Orders	24	2011-2013	C	June 2018
3	Incident Reports Impound Reports	22 22	2005 2005	3 Years	June 2018
4	Incident Reports Impound Reports	22 22	2004 2004	3 Years	June 2018
5	Incident Reports Impound Reports	22 22	2004 2004	3 Years	June 2018
6	Incident Reports Impound Reports	22 22	2004 2004	3 Years	June 2018
7	Incident Reports Impound Reports	22 22	2003 2003	3 Years	June 2018
8	Incident Reports Impound Reports	22 22	2003 2003	3 Years	June 2018
9	Incident Reports Impound Reports	22 22	2003 2003	3 Years	June 2018
10	Incident Reports Impound Reports	22 22	2003 2003	3 Years	June 2018
11	Incident Reports Impound Reports	22 22 22	2006 2006	3 Years	June 2018
12	Incident Reports Impound Reports	22 22 22	2006 2006	3 Years	June 2018
13	Incident Reports Impound Reports	22 22	2006 2006	3 Years	June 2018
14	Incident Reports Impound Reports	22 22	2006-2007 2006-2007	3 Years	June 2018
15	Incident Reports Arrest Reports: DA Rejected Impound Reports	22 21 22	2002 2002 2002 2002	3 Years 4 Years 3 Years	June 2018
16	Incident Reports Impound Reports	22 22 22	2003 2003	3 Years	June 2018

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
	Incident Reports	22	2003	3 Years	
17	Arrest Reports: DA Rejected	21	2003	4 Years	June 2018
1.7	Impound Reports	22	2003	3 Years	Julie 2018
	Incident Reports	22		5 Tears	
18			2003	3 Years	June 2018
	Impound Reports	22	2003	70007 77 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
10	Arrest Records: DA Rejected	21	1998-2003	4 Years	
19	Incident Reports	22	1998-2003	3 Years	June 2018
	Impound Reports	22	1998-2003	3 Years	
	Arrest Records: DA Rejected	21	2004	4 Years	
20	Incident Reports	22	2004	3 Years	June 2018
	Impound Reports	22	2004	3 Years	
21	Incident Reports	22	2004		
21	Impound Reports	22	2004	3 Years	June 2018
	Incident Reports	22	2008	3 Years	
22	Impound Reports	22	2008	3 Years	June 2018
	Traffic Collision Reports - Injury	24	2008	5 Years	June 2018
-	Incident Reports	22			
23	Impound Reports	22	2008	3 Years	T 20:0
23			2008	3 Years	June 2018
	Traffic Collision Reports - Injury	24	2008	5 Years	
	Incident Reports	22	2008	3 Years	
24	Impound Reports	22	2008	3 Years	June 2018
	Traffic Collision Reports - Injury	24	2008	5 Years	
	Incident Reports	22	2008	3 Years	
25	Impound Reports	22	2008	3 Years	June 2018
	Traffic Collision Reports - Injury	24	2008	5 Years	
	Incident Reports	22	2008	3 Years	June 2018
26	Impound Reports	22	2008	3 Years	
	Traffic Collision Reports - Injury	24	2008	5 Years	June 2016
	Incident Reports	22	2008	3 Years	
27	Impound Reports	22	A38/AVC-2650-77		
21			2008	3 Years	June 2018
	Traffic Collision Reports - Injury	24	2008	5 Years	
0.0	Incident Reports	22	2008	3 Years	
28	Impound Reports	22	2008	3 Years	June 2018
	Traffic Collision Reports - Injury	24	2008	5 Years	
	Incident Reports	22	2008	3 Years	
29	Impound Reports	22	2008	3 Years	June 2018
	Traffic Collision Reports - Injury	24	2008	5 Years	
30	Incident Reports: Missing Persons	22	2008-2009	Locate + 3 Years	June 2018
	Impound Reports	22	2008	3 Years	
31	Traffic Collision Reports - Injury	24	2008	5 Years	June 2018
	Impound Reports	22	2009	3 Years	
32	Traffic Collision Reports	24	2009	3 Years	June 2018
	Impound Reports	22	2009-2010		
33	Traffic Collision Reports	24		3 Years	June 2018
			2009-2010	3 Years	
34	Impound Reports	22	2010-2012	3 Years	June 2018
	Traffic Collision Reports	24	2010-2012	3 Years	2010
	Incident Reports	22	2005-2012	3 Years	
35	Impound Reports	22	2005-2012	3 Years	June 2018
	Traffic Collision Reports - Injury	24	2005-2012	5 Years	
	Incident Reports	22	2011	3 Years	
36	Impound Reports	22	2011	3 Years	June 2018
	Traffic Collision Reports	24	2011	5 Years	2010
	Incident Reports	22	2008/2011	3 Years	
37	Impound Reports	22	2008/2011	3 Years	June 2018
Traffic Collision Reports 24	2008/2011	5 Years	Julie 2018		
	Impound Reports	22	2008/2011	3 Years	
			711/12	1 Vegre	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
39	Impound Reports	22	2010	3 Years	June 2018
40	Traffic Collision Reports	24	2010	5 Years	Value of the same and the same and
40	911 Teletype Print Outs	22	2011	3 Years	June 2018
	Incident Reports Impound Reports	22 22	2004-2007	3 Years	
41	Traffic Collision Reports	24	2004-2007 2004-2007	3 Years 5 Years	June 2018
	Arrest Reports: DA Rejected	21	2004-2007	4 Years	
	Incident Reports	22	2007	3 Years	
	Impound Reports	22	2007	3 Years	
42	Traffic Collision Reports	24	2007	3 Years	June 2018
	Arrest Reports: DA Rejected	21	2007	4 Years	
43	Incident Reports: Missing Persons	22	2010-2012	Locate + 3 Years	June 2018
	Incident Reports	22	2007	3 Years	
44	Impound Reports	22	2007	3 Years	June 2018
	Traffic Collision Reports	24	2007	5 Years	
0790.00	Incident Reports	22	2007/2009	3 Years	
45	Impound Reports	22	2007/2009	3 Years	June 2018
	Traffic Collision Reports	24	2007/2009	3 Years	
46	Impound Reports	22	2009	3 Years	June 2018
10	Traffic Collision Reports	24	2009	5 Years	June 2018
47	Impound Reports	22	2009	3 Years	June 2018
1.7.	Traffic Collision Reports	24	2009	5 Years	June 2018
10000	Incident Reports	22	2012	3 Years	
48	Impound Reports	22	2012	3 Years	June 2018
	Traffic Collision Reports	24	2012	5 Years	
	Incident Reports	22	2008-2009	3 Years	
49	Impound Reports	22	2008-2009	3 Years	June 2018
	Traffic Collision Reports	24	2008-2009	5 Years	
50	Incident Reports	22	2011	3 Years	
50	Impound Reports	22	2011	3 Years	June 2018
	Traffic Collision Reports Incident Reports	24 22	2011	3 Years	
51	Impound Reports	22	2011	3 Years	1 2010
31	Traffic Collision Reports	24	2011 2011	3 Years 5 Years	June 2018
	Incident Reports	22	2001-2010	3 Years	
	Impound Reports	22	2001-2010	3 Years	
52	Traffic Collision Reports	24	2001-2010	5 Years	June 2018
	Arrest Reports: DA Rejected	21	2001-2010	4 Years	
	Impound Reports	22	2010	3 Years	
53	Traffic Collision Reports	24	2010	5 Years	June 2018
	Voided Moving Citations	21	2010	2 Years	2010
	Incident Reports	22	2009	3 Years	
54	Impound Reports	22	2009	3 Years	June 2018
	Traffic Collision Reports	24	2009	5 Years	amenales consecution (Consecution Consecution Consecut
	Incident Reports	22	2010-2011	3 Years	
55	Impound Reports	22	2010-2011	3 Years	June 2018
The state of the s	Traffic Collision Reports	24	2010-2011	5 Years	
56	Incident Reports	22	2010	3 Years	
	Impound Reports	22	2010	3 Years	June 2018
	Traffic Collision Reports	24	2010	5 Years	
57	Court Ordered Sealed Records	23	2010-2017	5 Years	June 2018
50	Incident Reports	22	2010-2012	3 Years	540 24 400 40
58	Impound Reports	22	2010-2012	3 Years	June 2018
	Traffic Collision Reports	24	2010-2012	5 Years	
59	Incident Reports Impound Reports	22 22	2009	3 Years	
	Immound Honoute	1 77	2009	3 Years	June 2018

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
60	Pawns	23	2010	C + 2	June 2018
61	Pawns	23	2001-2012	C + 2	June 2018
62	Pawns	23	2013	C+2	June 2018
63	Personnel Files – Terminated Employees Background Files	24 22	1993-2010	5 Years 5 Years	June 2018
64	Payroll/Timekeeping Records	24	2011-2012	C + 2	June 2018
65	Refer to Exhibit & E" (Vehicle	Release Form	ns) Destru	ction List Faci	Duplicates
66	Pawns	23	2014-2015	C+2	June 2018
67	Payroll/Timekeeping Records	24	2013	C + 2	June 2018
68	Payroll/Timekeeping Records	24	2014	C + 2	June 2018
69	Payroll/Timekeeping Records	24	2015	C + 2	June 2018
70	Incident Reports Impound Reports	22 22	2009-2010 2009-2010	3 Years 3 Years	June 2018
	Traffic Collision Reports	24	2009-2010	5 Years	

Department Head Signature

Police Department

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: PUBLIC WORKS (CITY HALL)

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
	Meeting Audio Tapes: Tree Commission T&S Commission Disaster Council	10	2006-09 1996-98, 2005-09	1 yr	June 2018
1	Consultant/Supplier/Vendor Information: MWD Board Reports Videos Water Conservation Videos (Spanish-VHS Tapes)	2006-08	AR		
2	Consultant/Supplier/Vendor Information: Water Conservation Videos (VHS Tapes) Tree Commission Straight from the TAP	29	96-97 2010 2004	AR	
3	Correspondence & Supporting Data: Budget Materials Budget Books	28	1999-2005	2 yrs	
4	Correspondence & Supporting Data: Budget Materials	28	1999-2001	2 yrs	
5	Purchasing Records: Purchase Orders	5	2005-2007	2 yrs	*

Department Head Signature

Public Works
Department

Date

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: RECREATION AND COMMUNITY SERVICES

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Program Files- Participation and Sponsored	30	07/03-07/04	C+4, C+5 years	June 2018
2	Program Registration	30	07/92, 01/98, 08/99, 07/02	5 years	
3	Program Files- Participation	30	07/10-06/10	4 years	
4	Program Files- Sponsored, Program Registration	Program Files- Sponsored, Program 30 07/04, 07/10- C+5 years,		C+5 years, 5 years,	
5	Program Evaluations	30	03/01-09/01, 01/11-06/11	2 Years	
6	Program Registration	30	07/02, 09/10- 04/11, 07/04	5 Years	
7	Program Files- Participation	30	01/10-12/10	C+4 years	
8	Program Files- Participation	30	05/98-06/00	C+4	
9	Program Files- Participation and Sponsored	30	03/05, 02/03- 08/06	C+4, C+5 years	
10	Program Files- Participation and Sponsored	30	05/05-09/06, 11/06-06/07	C+4, C+5 years	
11	Program Files- Participation and Sponsored	30	08/09-01/11, 03/10-12/10, 07/09-12/09, 10/08-06/09, 01/10-07/10, 06/09-12/10, 10/08-04/10, 06/09-06/11,	C+4 years, C+5 years	4

Box No.	Record Series Title & Contents			Retention Requirements	Destruction Date	
			06/10-10/10		June 2018	
12	Deposit Slips/Receipts	14	2012	5 years		
13	Deposit Slips/Receipts	14	2013	5 years		
14	Facility Reservation Forms	30	2014	2 years		
15	RCS Reservation Forms	30	2013-2014	2 years		
15	Accounts Payable	13	2010-2012	A+5years		
15	Program Registration/Waiver of liability	30	2012	5 years		
15	Time Cards/ Sheets	16	2012	5 years		
15	Special Event Files	31	2012	C+5 years		
15	Petty Cash Vouchers	12	2010	7 years		
16	Program Registrations/Waivers of Liability	30	2008-2011	5 years		
16	Special Event Files	31	2010-2012	C+5		
16	Program Files (City Participation)	30	2009-2012	C-4		
16	General Plan & Amendments	4	1997-2008	7 years		
16	Accounts Payable	13	1009-2011	A+5 years		
16	Deposit Slips/Receipts 14 2011 5 years		5 years			
16	Time Cards/Sheets	16	16 2011 5 years			
17	Program Registration	30	2012-2013	5 years	-	

Department Head Signature

Recreation & Community Services
Department

DESTRUCTION LIST APPROVAL

Attached is a Request for Destruction of Records submitted by Elena G. Chávez, City Clerk, requesting authorization to destroy the records described in the detailed list which is included with the attached request.

Pursuant to San Fernando City Council Resolution No. 6806, the types of records listed in the City's current records retention schedule are authorized for disposition as outlined in that schedule upon the written consent of the City Clerk and the City Attorney and approval by the City Council. The review by the City Clerk and the City Attorney must include the determination that the records requested for destruction no longer have any administrative value, legal value, evidential value, fiscal value, or research and historical value. The resolution also provides that the destruction of any record shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature must be shredded, under the direct supervision of the City Clerk.

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with the established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction and to the department-proposed method of destruction unless otherwise noted below.

Mena of Charly	5/31/18	
City Clerk	Date	

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical yalue. I hereby consent to their destruction.

City Attorney Date

CERTIFICATE OF DESTRUCTION

I hereby certify that the destruction of the San Fernando City Clerk and City provided by San Fernando City Cour destruction for these records is shredding	Attorney on May	y 31, 2018, pursu	uant to the authority
City Clerk	Date		
I hereby certify that, pursuant to the forg as requested by thewere destrof destruction used was shredding and records.	royed on:	I further ce	ertify that the method
Signature	Title		Date

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.

DESTRUCTION LIST FOR DUPLICATES AND OTHER DOCUMENTS NOT REQUIRING CITY COUNCIL RESOLUTION OR APPROVAL

Type of Item or Name of File or File Series

Inclusive Dates or Date of Last Item

Vehicle Release Receipts

2009-2013

Refer to Exhibit 1'A" - Police Dept (Box \$65)

APPROVED:

Department Head

City Clerk (1)

City Attorney

Date

5/21

Date

5/31/18

Date

FORM- EXHIBIT "E"

DESTRUCTION LIST FOR DUPLICATES AND OTHER DOCUMENTS NOT REQUIRING CITY COUNCIL RESOLUTION OR APPROVAL

Type of Item or Name of File or File Series	Inclusive Dates or Date of Last Item
1. Public Records Request	2009 - 2014
2. "	
APPROVED:	
Department Head	5 31 18 Date
CityClerk Claus	5/31/18 Date
VIIIIIII	5/31/18
City Attorney	Date

DESTRUCTION LIST FOR DUPLICATES AND OTHER DOCUMENTS NOT REQUIRING CITY COUNCIL RESOLUTION OR APPROVAL

Type of Item or Name of File or File Series

Inclusive Date or Date of Last Item

		Date(s) of Records
Box No.	Record Series Title & Contents	07/24/15 10/21/17
CDD #1	Timesheet Copies	07/24/15 -10/31/17
	A-D Copies of Paid Invoices	2011 and Older
	Banner Permits	2009-2016
CDD #2	Garage Sale Permits	2015, 2016, and 2017
	Sign in and Sign out Sheets	Jan 7, 2011 - Sept 24, 2017
CDD #3	Draft Design Guideline for Single Family Residential, Manufacturer, and Commercial	2008
	Draft EIR for SP-5 (3 copies)	2017
	1957 Municipal Code Books	1957
CDD #4	1957 Municipal Code Books (7)	1957
CDD #5	Zoning Ordinance sections	1987
CDD 113	Blue Book	2014
	Draft E"IR SF Parking Lot	2008
	Using Word Manual	1997
	Deering California Civil Practice Code (3)	1994
CDD #6	D-Z Copies of Paid Invoices	2011 and Older
CDD #7	Draft Environmental Report SP-5	2017
CDD #1	Approved Budget	FY 2016-2017
	SF Corridor Specific Plan Initial Study	2004
	Lopez Adobe Structure Report (copy)	2004
	Rental Property Program Guideline	1999
	FTHB Rules, Policies, and Procedures	1999
	Notice of Availability for Parking Lots	2008
CDD #8	Notes from Jack's Attendance to Council meetings	Sept – Nov 2017
CDD #6	SCAG GIS Services handout	3.5
	SP-5 Notes and research	
	Draft Sewer Master Plan	2014
CDD #9	Background RDA Document	July 2007
CDD #9	San Luis Obispo Climate Action Plan	2012
	SF City Financial Report	2012 and 2014
	RDA Supplemental Report	June 2010
	RDA Supplemental Report RDA Relocation Plan and Real Property Acquisition Plan	1984
	Draft Initial Study RDA	1984
	Title Ten Animal Care and Control	1998
	RDA Plans 1,2,3,4	2001
		2008
	SF Parking Lot Revised EIR	May 2010
	SF RDA Council Report	Wiay 2010
	Zoning Code	
ODD #10	SF City Policy and Procedure Handbook	
CDD #10	Don't Spread Lead Handouts Eng/Sp	
CDD #11	Guide to Healthy and Lead Safe handouts	
CDD #12	1: And	L

Approved

City Clerk

5|31|18 Date

5/31/18

City Attorney

CITY OF SAN FERNANDO CITY COUNCIL RESOLUTION NO. __6806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A RETENTION SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF RECORDS.

The City Council of the City of San Fernando hereby finds and resolves:

WHEREAS, the retention of numerous records is unnecessary after a certain period of time for the effective and efficient operation of the government of the City of San Fernando.

WHEREAS, the approval of guidelines for the ongoing disposition of obsolete City records will assist the City in the effective management of records, as well as provide for the efficient review of records proposed for disposal.

WHEREAS, Section 34090, et seq. of the Government Code of the State of California provides the parameters whereby any City record which has served its purpose and is no longer required may be destroyed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Fernando as follows:

Section 1. The attached Records Retention Schedule, which is attached hereto as Appendix I and incorporated herein by this reference, is hereby approved.

Section 2. The types of records identified in the Records Retention Schedule, generated or received by the City are hereby authorized for disposition as outlined in that schedule in accordance with Section 34090, et seq. of the Government Code of the State of California, upon the written consent of the City Clerk and the City Attorney, and with the approval of the City Council of the City.

Section 3. Upon such written consent and approval, the City Clerk may destroy any City record, document, instrument, book or paper, under his or her charge, without making a copy thereof, after the same is no longer required. This resolution does not authorize the destruction of permanent records set forth in Government Code Section 34090, which include: (a) records affecting the title of real property or liens thereon; (b) court records on any subject where litigation is pending; (c) records required to be kept by statute; (d) records less than two years old; (e) the minutes, ordinances or resolutions of the legislative body or of a City Board or Commission. The review by the City Clerk and the City Attorney shall include the determination that the subject records no longer have any administrative value, legal value, evidential value, fiscal value or research and historical value.

Section 4. The destruction of any record as provided for herein shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature shall be shredded, under the direct supervision of the City Clerk.

Section 5. The term "record" or "records," as defined in Government Code Section 14741 and as used herein, shall mean all papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, punched cards, and other documents produced, received, owned or used by the City, regardless of physical form or characteristics; that the term "public records," as defined in Government Code Section 6252 and used herein, shall include any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by the City regardless of physical form or characteristics; and that the term "writing," as defined in Government Code Section 6252 and as used herein, shall mean handwriting, typewriting, printing, photostating, photographing and every other means of recording upon any form of communication or representation, including letters, words, pictures, sounds, or symbol, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums and other documents.

Section 6. Any records not specified in the Records Retention Schedule shall not be destroyed without the express approval of the City Attorney and a resolution acted upon by the City Council.

Section 7. On each occasion that a Department Head requests the destruction of records, such request shall be made on a "Request for Destruction of Records" form (see attached sample identified as Exhibit "A"). This form shall include the finding that all of the records are more than two years old and/or have been retained for the minimum retention period as specified in this resolution. This form shall include the determination that the records no longer have any administrative, legal, evidential, fiscal or research and historical value. This form shall also indicate that it includes or has attached to it a detailed list of all of the records with a description sufficient for identification, including the year of the record, the category from the Records Retention Schedule, and a specific description of the record. The City Clerk and the City Attorney shall authorize the destruction of records on a "Destruction List Approval" form (see attached sample identified as Exhibit "B"). This form shall include the determination that the records no longer have any administrative, legal, evidential, fiscal, research or historical value. This form shall also indicate that attached to it is the "Request for Destruction of Records" form and a detailed list of records submitted by the Department Head. A "Certificate of Destruction" form (see attached sample form identified as Exhibit "C") shall be completed when the records have been destroyed. This form shall stipulate the date of the destruction, the destruction method used and who supervised the destruction. If the Department Head designates the records for microfilming, a "Request for Microfilming" form should be submitted to the City Clerk for processing (see attached sample form identified as Exhibit "D"). All four forms shall be maintained as permanent City records in the City Clerk's office. While the attached sample forms may be changed periodically and may even be consolidated, each of them shall retain the titles shown and shall contain the required information specified in this section.

Section 8. Pursuant to Section 34090.7 of the Government Code of the State of California, notwithstanding the provisions of Section 34090, the City Council may prescribe a procedure under which duplicates of City records less than two years old may be destroyed if they are no longer required.

Section 9. The City Council hereby authorizes destruction of duplicate records, utilizing Exhibit "E," attached hereto, with the approval of the Department Head, the City Clerk and the City Attorney.

Section 10. The Records Retention Schedule shall be reviewed on an annual basis by the City Clerk. The review process shall include a legal analysis with regard to any changes in the various statutes. Following a thorough review, the City Clerk shall present the entire Records Retention Schedule with any recommended changes to the City Council for approval.

Section 11. Pursuant to Government Code Section 6200 relating to offenses by an official custodian, every officer having the custody of any record, map or book, or of any paper or proceeding of any court, filed or deposited in any public office, or placed in his or her hands for any purpose, is punishable by imprisonment in the state prison for two, three or four years if, as to the whole or any part of the record, map, book, paper or proceeding, the officer willfully does or permits any other person to do any of the following: (a) steal, remove or secrete; (b) destroy, mutilate or deface; or (c) alter or falsify. Pursuant to Section 6201, relating to offenses by persons other than custodial officers, every person not an officer referred to in Section 6200, who is guilty of any of the acts specified in that section, is punishable by imprisonment in the state prison, or in a county jail not exceeding one year, or by a fine not exceeding one thousand dollars (\$1,000), or by both such fine and imprisonment.

Section 12. Resolution No. 6156 is hereby rescinded.

Section 13. This resolution shall be in full force and effect immediately upon its passage and adoption thereof.

PASSED, APPROVED and ADOPTED this $\underline{^{5th}}$ day of $\underline{^{Nov}_{\, \circ}}$, 2001.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

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 resolution was duly adopted at a regular meeting of the City Council of the City of San Fernando held on the 5th day of October, 2001, and was carried by the following roll call vote:

AYES:

Montanez, Hernandez, De La Torre, Di Tomaso, Ramos - 5

NOES:

None - 0

ABSENT:

None - 0

Wilna E. Miller City Clerk

SAMPLE FORM - EXHIBIT A

REQUEST FOR DESTRUCTION OF RECORDS

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is					
have bee certify the and historecords, ordinand required	certify that the recorden retained for the minat the records listed oric value and do not are not, to my known the certain of the control of	nimum retent no longer hat affect the tit ledge, require the City Counts st authority	ation period specture any administ the to real prope red to be kept funcil or any City	cified in Resolution rative, legal, evider rty or liens thereon arther by a statute, a board or committe	No I further ntial, fiscal or research, are not court are not the minutes, e, and are no longer
	Record	Retention			
	Series	Schedule	Date(s) of	Retention	Destruction
Box No.	Title & Contents	Page No.	Records	Requirements	<u>Date</u>
1	Fin Correspondence	1	1991-1992	3 years	1995
			(FOR EXAMPLE)		

Departm	nent Head Signature	Der	oartment	Date	

SAMPLE FORM - EXHIBIT "B"

DESTRUCTION LIST APPROVAL

Attached is a Request for Destruction of Records (Department Head) of the requesting authorization to destroy the records destroy the (attached) request.	Department, dated
Pursuant to San Fernando City Council Resolution the City's current records retention schedule are as schedule upon the written consent of the City Clerk City Council. The review by the City Clerk and the that the records requested for destruction no longe evidential value, fiscal value, or research and histor the destruction of any record shall be by disposal, of destruction, as approved by the City Clerk. All must be shredded, under the direct supervision of the city Clerk.	athorized for disposition as outlined in that the hand the City Attorney and approval by the ac City Attorney must include the determination or have any administrative value, legal value, rical value. The resolution also provides that recycling, shredding or other effective method records of a sensitive or confidential nature
I have reviewed the list of records described in the found the listed records to be in compliance with t also determined that the subject records no longer or research and historical value. I hereby consent proposed method of destruction unless otherwise in	he established retention requirements. I have have any administrative, legal, evidential, fiscal, to their destruction and to the department-
City Clerk	Date
I have reviewed the list of records described in the found the listed records to be in compliance with the also determined that the subject records no longer or research and historical value. I hereby consent	he established retention requirements. I have have any administrative, legal, evidential, fiscal,
City Attorney	Date

SAMPLE FORM - EXHIBIT "C"

CERTIFICATE OF DESTRUCTION

	ction of the records described in the	
the San Fernando City Clerk on	n (date) and by	the City Attorney on (date)
pursuant to	o the authority provided by San F	ernando City Council Resolution
No. 01 The approved me	thod of destruction for these reco	rds is
	•	
City Clerk		Date
	o the foregoing authority, the reco	
as requested by the	Department were destroy	yed on (date)
I further certify that the method	d of destruction used was	and
that I,, as t	the Department Head or his/her de	esignee, supervised the
destruction of said records.		
Signature	Title	Date
<i>U</i>		

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.

DEPARTMENT

ORIGINAL - TO CITY CLERK COPY FOR FILE

'II "D"

H

REQUEST FOR MICROFILMING

	DISPOSITION OF FILES	DESTROY	
6.	DISPOS OF F	RETURN DESTROY	
6	TAI T	O E M	
5.	FORMAI	- 1-1-	
4.	SIZE OF ITEMS	TO BE FILMED	
3.	APPROXIMATE	QUANTIITY	
2.	NAME OR TYPE OF FILE OR ITEM		
-	PAGE NO. ON RETENTION	SCHEDULE	

ORIGINAL FILM WILL BE RETAINED BY CITY CLERK'S OFFICE FOR ARCHIVAL STORAGE. ONE COPY WILL BE MADE FOR DEPARTMENT'S USE.

<u>IF MORE THAN ONE COPY IS NEEDED, NOTE HERE</u>

DATE	
RECORD COORDINATOR	DEPARTMENT HEAD

CITY CLERK'S OFFICE	RECEIVED	FILMING COMPLETED	ROLL NUMBERS
---------------------	----------	-------------------	--------------

FORM D

SAMPLE FORM - EXHIBIT "E"

DESTRUCTION LIST FOR DUPLICATES AND OTHER DOCUMENTS NOT REQUIRING CITY COUNCIL RESOLUTION OR APPROVAL

	Inclusive Dates o
Type of Item or Name of File or File Series	Date of Last Item

APPROVED	•	Date	
	Department Head		
	City Clerk	Date	***************************************
	City Attorney		***************************************

Page 1 of 31

CITY OF SAN FERNANDO - R ORDS RETENTION SCHEDULE

	06/04/2	2018		CC Meeting Agenda	3	Page 66 of 21
	Comments/Statutory Citation	Microfilm or permanent. (Duplicate copies of contract documents are in project files and bid files.) (CCP 337.15)	Microfilm or permanent . (GC34090)	(GC34090) Duplicate series, official is in Finance. (GC34090) (Bid file may include duplicate copy of performance bond and certificate of insurance.) (GC34090; CCP 337.15)	(GC34090)	Duplicate series, official is in Finance. (GC34090) Duplicate series, official is in Finance. (GC34090) Microfilm or permanent (GC34090)
No	Total	Ā	Ф	5 C+3 A+10	8	E+2 2 P
RETENTION DISPOSITION	Microfilm	Yes	Yes	2 2 2 2 2	°Z	No Yes
RETENTION	Inactive	2	ı	ı m ∞	w	1 1 1
F	Office	Ü	Q.	5 C A+2	2	E+2 2 P
	Records Description ADMINISTRATION/CITY CLERK	Agreements, Contracts & Leases	Contract Documents Performance Bonds/ Contract Bonds Certificates of Insurance Correspondence Annexation Files Secretary of State Acceptance Certificate	Council Approval Other Documentation Appointments List Assessment District Files Bid Files - Successful Bidder Request for Proposal Invitation to Bid Notice Inviting Bids Proof of Publication	List of Bidders Proposal / Bid Letter Awarding Bid Bid Files – Unsuccessful Bidders Request for Proposal Invitation to Bid	List of Didders Proposal / Bid Letter of Notification Bond Files Budget Files (City) City History Files News clippings Photographs
Office of	Record	သ				SS

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

31
of
e 2
Pag

Page 67 of 213

	Comments/Statutory Citation				Permanent (GC34090)	Note: Must pass review by City Attorney before final disposition occurs.	(GC34090)	Microfilm or permanent (GC34090)		Duplicate series, official is in Risk Management. (GC34090)	(GC34090)	Note: Must pass review by City Attorney before final disposition occurs.	(GC34090)	Note: Must pass review by City Attorney before final disposition occurs.	(GC34090)		Permanent (GC34090)			Permanent (GC34090)	Permanent (GC34090)	Deeds are in Real Property files.	Microfilm or permanent (GC34090a)				Microfilm or permanent (GC34090; GC81009)										(GC34090; GC81009)	
		Total		ı	Д,	7		Д		7	7	7		7			Д	S		Ь	പ	S	ď				<u>م</u>										7	
	* _	ofilm			Yes	0		Se			.0	No		0			Yes	No		Yes	Yes	0	Se				S										No	
	NUSF	Microfilm		1	ў —	% N		Yes		%	No	Z	~~~	°Z			Ä	Z		<i>></i>	× —	Z	Yes				Yes					-12000					z 	
	RETENTION DISPOSIT	Inactive			1	2		ı		1	1	S		4			1	1		ı	1	,	7				7				-							
ļ	-	Office			Ф	7		Д.		2	2	2		m			Ь	S		Ь	Д	S	C				L										7	
	Doords Description	ADMINISTRATION/CITY CLERK	Proclamations	City Newsletters	City Incorporation Documents	Civil Service Commission	Agendas – Sworn Originals	Civil Service Commission	Minutes & Resolutions	Claims	Correspondence	Council Agendas - Sworn	Originals	Council Meetings Notices	Special Meetings	Adjourned Meetings	Council Minutes	Council Minutes, Resolutions &	Ordinances Index	Council Ordinances	Council Resolutions	Deeds Index	Deeds Transaction Files	Correspondence	Transmittals	Bills of Sale	Election Candidate Materials -	Candidates Elected	Candidate Statement	Nomination Papers &	Petitions	Campaign Statement (FPPC	400 Series)	Statement of Economic	Interest (FPPC Form 721)	Oath of Office	Election Candidate Materials -	
	Office of Degree	n inge									-		_	_	_	_																					22	

CC Meeting Agenda

06/04/2018

<u>Keys</u>: A = Audit; AR = Annual Review; C = Current; CL = Closed; E = Expiration; P = Permanent; S = Superseded; T = Termination APPENDIX I

31
of
ŝ
age
Δ.

Page 68 of 213

06	/04/2018	CC Meeting A	genda	Page 68 of 21
Comments/Statutory Citation	(GC81009)	For consolidated elections, Los Angeles County Registrar is the Office of Record for this series. (EC17300) For consolidated elections, Los Angeles County Registrar is the Office of Record for this series. (California Constitution Art. XIII)	(EC17200)	(GC34090) Microfilm or permanent (GC34090)
. A. Total	CL+5	CL+5 6 months	8 months	δ P
DISPOSIT. Microfilm	N	°Z '	1	No Yes
RETENTION Inactive	4	4 1	ı	, д,
БОПСС	CL+1	CL+1 6 months	8 months	5 25
Records Description ADMINISTRATION/CITY CLERK	Candidates Not Elected Candidate Statement Nomination Papers Campaign Statement (FPPC 400 Series) Statement of Economic Interest (FPPC Form 721) Election Files	Legal Notices Proof of Publication Certified List of Candidates Election Materials - Roster of Voters (Special Elections) Election Materials - Special Elections Ballots Envelope #4 (Tally Sheets, Copies of Index, Challenge	Inspectors Receipts for Ballots Precinct Officers Appointment Forms Absentee Applications Absentee I.D. Envelopes Code of Fair Campaign Practices Election Petitions Initiatives Referendums Charter Amendments	Recalls Election - Precinct Maps Environmental Impact Reports
Office of Record				

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

Page 69 of 213

	,					2 2 MOO	9 / 1	3							_
	Comments/Statutory Citation	(GC34090)	(GC34090)	Microfilm or permanent (GC34090)	Duplicate Series. Official is in Planning. (GC34090)	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)	Microfilm or permanent (GC34090) Microfilm or permanent (GC34090)	Microfilm or permanent Excludes Certificate of Insurance for contractors working for the city. (See Agreements, Contracts & Leases.) Excludes Certificates of Insurance for permit-holders (kept by Building Dept.).	(GC34090)	Microfilm or permanent (GC34090)	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)	Microfilm or permanent (GC34090)	Microllin of permanen (UC34090) Note: Must pass review by City Attorney before final disposition occurs.	(GC34090) Duplicate series, originals are in Planning. (GC34090)	
J	Total	T+2	E+5	۵۰	7	7	ል ወ	, Δ,	S+5	ď	7	ሷ ያ	ν <i>Γ</i> -	'n	
ON DISPOSIT.	Microfilm	No	°Z	Yes	N _o	Š	Yes	Yes	Š	Yes	N _o	Yes	ves No	Ñ	
RETENTION	Inactive	ı	4	2	2	۶.	1 1	ı	1	ſ	5	ı	. 2	ı	
F	Office	T+2	E + 1	ij	٧.	2	ል ል	, Δ,	S+5	<u>A</u>	7	Д, Г	7 Z	5	
	Records Description ADMINISTRATION/CITY CLERK	Equipment Ownership Records Pink Slips	Manuals Fidelity Bonds - Designated City Employees Fidelity Bond - City	Treasurer Fidelity Bond - City Clerk Franchise Files Agreements Correspondence	Reports General Plan & Amendments General Plan	General Plan Elements Housing Authority Agendas - Sworn Originals	Housing Authority Minutes Housing Authority Resolutions	Insurance Policies & Certificates City-owned policies	Manuals, Policies, Procedures & Bulletins	Municipal Code & Amendments	Parking Authority Agendas - Sworn Originals	Parking Authority Minutes	Parking Authority Resolutions Planning Commission	Agendas – Sworn Originals Planning Commission Minutes & Resolutions	
Office of	Record	22													•

CC Meeting Agenda

06/04/2018

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

06/	****	CC Meeting Agenda												Page 70 of 213						213										
Comments/Statutory Citation	(GC34090)	(GC34090)				Duplicate series, official is in Finance. (GC34090)			Microfilm or permanent (GC34090)					Microfilm or permanent (GC34090)					Note: Must pass review by City Attorney before final disposition occurs.	(GC34090)	Microfilm or permanent (GC34090)		Microfilm or permanent (GC34090)		(Note: Nonrecord)	Microfilm or permanent (GC81009)				
A Total	CL+5	CL+7				2			വ					ط					7		Ь		Ь		S	Ь				
DISPOSIT. Microfilm	oN N	°Z				N _o			Yes			····		Yes					No		Yes		Yes		°Ž	Yes	****			
RETENTION Inactive	4	9				1			ı					1					5		ı		ı		ı	Q,				
R	CL+1	CL+1				7			വ					Δ.	·				7		Ф		Ъ		S	8				
Records Description ADMINISTRATION/CITY CLERK	Project Files	Public Hearings Files	Notice Proof of Publication	Transmittal Letter from	Department Returned Certified Mail	Purchasing Records	Request for Payment	Requisitions	Real Property Files	Deeds	Easements	Liens	Condemnations	Title Insurance Records	Documents	Refention Schedules	Destroyed Records Lists	Stored Records Lists	Redevelopment Agency	Agendas - Sworn Originals	Redevelopment Agency	Minutes	Redevelopment Agency	Resolutions	Software & Documentation	Statement of Economic	Interest - Designated City	Employees, Officeholders &	Appointees	
Office of Record		သ																						-						

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

	0	6/04/2018	
	tory Citation		
	Comments/Statutory Citation	(GC34090) (GC34090) Microfilm or permanent (GC34090)	
	Total	P 2 2	
DISPOSIT	Microfilm	No No Yes	
RETENTION	Inactive	1 1	
H	Office	777	
	Records Description ADMINISTRATION/CITY CLERK	FPPC Form 730 - City Employees FPPC Form 721 - Officeholders & Appointees Studies & Reports Subject & Correspondence Files Uniform Codes Building Code Mechanical Code	National Electrical Code Plumbing Code
Office of	Record	SS	

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

ı		06/04/20	118	T	Γ				1	сс м	eeting A	igenda					
		Comments/Statutory Citation			7 CFR 3016.42	7 CFR 3016.42	7 CFR 3016.42		Microfilm or permanent (GC34090)	Microfilm or permanent (GC34090)	(GC34090)		(GC34090)			(GC 34090)	
~	NC	Total			C+4	C+4	C+4		Ь	ď	S		S+2			C+5	
	N DISPOSITION	Microfilm			No	No	No		Yes	Yes	No		N _o			No	
	RETENTION	Inactive			4	4	4		l .	1	ı		2			S	
	R	Office			C	O	O		Ъ	ď	S		S			C	
		Records Description COMMUNITY DEVELOPMENT		Block Grants	Grants - CDBG Program Administration Files	Grants - CDBG Project Administration Files	Grants - Grant Administration & Implementation Files	Building & Safety	Building & Safety - Address Files	Building & Safety - Building Numbering Maps	Building & Safety - Counter Manual:	Fee Schedules Procedures & Instructions	Building & Safety - Disaster Response Program Files	Disaster Response Plan	Resources/Contacts Lists	Building & Safety -	Earthquake Records - Inspections/Address Log
		Office of Record			Plan				B&S	***************************************							

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

	Comments/Statutory Citation	Microfilm or permanent (GC 34090)															(H&S 19850)			(H&S 19850)		(GC 34090)		Note: This record is for files documentary disaster incidents damages and	claims for reimbursement from agencies such as FEMA an DES	(GC 34090)	Microfilm or permanent (GC 34090)	Microfilm or permanent (GC 34090)
	Total												Gallette Gallette											A+5				•
δ.—√ISO	Microfilm	Yes P							***************************************		••••••						<u> </u>					Yes P		No A			Yes P	Yes P
ON DISP				***************************************	·												······································	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,										
RETENTION DISPOSIA	Inactive	1			<u>, , , , , , , , , , , , , , , , , , , </u>						***************************************			***************************************						1		ı		2			1	
4	Office	P															T			[-	!	Д		А			Ь	Ь
	Records Description COMMUNITY DEVELOPMENT	Building & Safety - Plan	Review Files:	Building Permits	Plumbing Permits	Electrical Permits	Heating/Ventilation/A.C.	Permits	Sign permits	Inspections Record Sheets	Drawings	Certificates of Occupancy	Substandard Housing	Abatement	Correspondence & Backup	Data	Building & Safety - Plans &	Drawings (Commercial	Structures)	Building & Safety - Plans &	Drawings (Residential)	Building & Safety - Sewer	Maps & Indexes	Disaster Incidents Files:	Damage Reports/Assessments	& Supporting Data	Engineering - Grading Bonds & Releases	Engineering – Grading Permits
	Office of Record	B&S																										

Keys: A = Audit; AR = Annual Review; C = Current; CL = Closed; E = Expiration; P = Permanent; S = Superseded; T = Termination APPENDIX I

Page 74 of 213

Office of Record	Records Description COMMUNITY DEVELOPMENT Lot Line Adjustments Minor Development Permits: Parcel Maps Planning Commission Agendas: Original Agendas; Declarations of Posting Planning Commission Meetings - Audio Tapes Planning Commission Minutes Planning Commission Packets Planning Commission Reference Collection: Reports & Studies from Outside Sources; Planning Texts (Guides, Procedures, Reference); Planning Publications/	R Office P P P P P P P P P P P P P P P P P P P	Inactive Microfilm - Yes - Yes - Yes - Yes - Yes - Yes - Yoo - No - No - No	Microfilm Yes No Yes Yes Yes No No No No No No No No No	C+5 P P C +5 P A A A A A A A A A A A A A A A A A A	Comments/Statutory Citation Microfilm or permanent (GC 34090) (GC 34090) (GC 34090) (GC 34090)
	Periodicals; Legislation				<i>at-</i> .	
	Planning Commission Resolutions	Д	ı	Yes	Q,	Microfilm or permanent (GC 34090)

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

															9	. 19								
	Comments/Statutory Citation		Microfilm or permanent (GC 34090)					(GC 34090.7)								Microfilm or permanent (GC 34090)	Microfilm or permanent (GC 34090)	Microfilm or permanent (GC 34090)	(GC 34090)	Microfilm or permanent (GC 34090)	Microfilm or permanent (GC 34090)	Microfilm or permanent (GC 34090)	Microfilm or permanent (GC 34090)	
NO		Total	Ъ					AR+2								Ъ	Ъ	ď	C+3	<u>a</u>	Д	Q,	d	
DISPOSITI		Microfilm	Yes					No								Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	
RETENTION DISPOSITION		Inactive	1					7								1	ı	1	33	1	ı	4	1	
R		Office	Ь					AR				,			************	Ъ	А	Д	O	d	Д	Ъ	ď	
	Records Description COMMUNITY	DEVELOPMENT	Planning - Project Files	(Unclassified Use Permits):	Environmental Documents	Correspondence	Applications & Supporting Data	Planning - Public Information Materials (Front Counter):	Zoning Standards	Applications & Checklists	Procedures & Guidelines	Consultants Lists	Fees Schedules	Maps, Plans & Drawings	(Public Viewing Copies)	Sign Permits	Site Plan Review	Specific Projects	Temporary Use Permits	Tract Maps	Unclassified Use Permits	Variances	Zoning Changes/General Plan	Amendments
Office of	Record		Plan																					

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

"
J
4
-
_
_
0
-
_
Q.
ų,
b
~
α
\sim

Page 77 of 213

ı		06/04	1/201	18								—с	C N	/lee	ting	Age	nda		** ** * **									- F
	Comments/Statutory Citation				Microfilm or Permanent, includes State Controller, Street Annual Gas Tax (GC34090)	Microfilm or permanent; file successful bids with contract in City Clerk's	office (CCP 337) (GC34090)		Microfilm or permanent (GC34090)	Microfilm or permanent (GC34090)	(GC34090)	Microfilm or permanent (GC34090)	(GC34090, CCP 337)	(GC34090)	(GC34090)	(GC34090) (GC34090)	(GC34090)	(GC34090; CCP 337)		Microfilm or permanent (GC34090)	(GC34090; 7CFR 3016.42)	(GC34090; CFR 3016.42)		(GC34090)	(GC34090; CCP 337)	(GC34090)	(GC34090)	
		Total			Q.	Д	m		Ь	Ь	7	Ь	ሃን ፡	m	L 4	0 1		A+10		ሷ	CL+7	CL+7		m	A+10	7	S+10	_
	V DISPOSITA	Microfilm			Yes	Yes	No		Yes	Yes	No	Yes	°Z	S S	% Z	2 Z	2 S	No		Yes	Š.	o _N		S _o	S Z	°N	Yes	•
	RETENTION	Inactive			Д	Ъ	1		Ь	Ь	5	Ъ	ς,		5	ı V	3.0	8		ď	5	5			7	5	1	_
		Office			7	Ö	2		2	2	7	7	7	7	7 4	0 0	1 7	7		7	7	7		7	m	7	w	_
		Records Description FINANCE/TREASURER		Accounting/Administrative	Annual Reports	Audit Proposals - Successful	with Related Documents Audit Proposals -	Unsuccessful/Rejected with	Related Documents Annual Audit Reports	Audit Reports, Grants	Cash Statements	Chart of Accounts	Check Registers	Correspondence	Fiscal Analysis	Fixed Assets Inventories Find Advances	Fund Transfers	General Ledgers, Trial Bal,	Rev and Exp	Grant Audit Reports	Grant Financial Records	Grants, Successful, w/Related	Documents	Grants, Unsuccessful	Journal Entries/Vouchers	Petty Cash Vouchers	Policies & Procedures, Finance Dept.	1
		Office of Record			Fin								Treas	Fin														

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

		06/04/201	3			_ сс м	eeting Agenda	1			Page 7 8 of 213
	Comments/Statutory Citation		(GC34090) (GC34090) Microfilm or permanent for research/historic value (GC34090)	(GC34090) Microfilm or permanent (GC34090; CCP 337.5) Microfilm or permanent (GC34090) (GC34090)		(GC34090) (GC34090) Microfilm or permanent (GC34090)	(GC34090) (File successful bids with contracts in City Clerk's office (GC34090; CCP 337)	(GC34090) Audit +4 years after disposition of equipment (GC34090)	Current + 10 years after disposition of equipment (original contract with City	If grant-related, 3 years after disposal or per specific grant requirements; may wish to keep equipment P.O.'s until disposal of equipment (GC34090; CCP 337)	
	NC	Total	7 C+2 P	A+7 P P 2		5 A+5 P	3 A+5	3 A +4	C+10	A+5	
	RETENTION DISPOSITION	Microfilm	No No Yes	No Yes Yes No		No No Yes	o N O N	° ° Z	No	o N	
	ETENTION	Inactive	5 2 P	5 P		ъ с с Д	- v	L 4		m	
	R	Office	2 C	2 P 2		2 A+2 C	A 2	7 A	U	A+2	
		Records Description FINANCE/TREASURER	Refundable Deposits Regulations & Policy, City Reports & Studies (Special	Reports, Accounting Reports, Treasurer's Warrant Registers, A/P Worksheets & Back-up data	Accounts Payable & Purchasing	1099 Forms Accounts Payable Bid Notices/Affidavits of	Fublication Bids for Equipment/ Supplies Cancelled Successful with Related	Unsuccessful/Rejected with Related Documents Bids for Services Equipment Disposition;	Auction Lists, Reports, Bills of Sale Equipment Purchase	Agreements Purchase Requisitions	
1		Office of Record	Fin	Treas Fin		Fin					

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

ı		06/04/	201	8	1						-c e	: Me	eting	g Ag	end	а							
	Comments/Statutory Citation				Microfilm or permanent (GC34090)	(GC34090)	(GC34090)		(GC34090)	(GC34090)	(GC34090)	Includes Payroll & Housing (GC34090)				(GC34090)	(GC34090)	(GC34090)		(GC34090; 26 CFR 31.6001-1)	(GC34090)	(GC34090)	
	NC	Total			Ъ	C + 3	C+3		£+1	2	2	V	'n		2	v v) V	A+5		v v	A+5	5	
	N DISPOSITION	Microfilm			Yes	No	No		No	Š	o N	Ž	2 %		°Z	o N	2. 7	No		2 2	S oN	No	
	RETENTION	Inactive			P	m	m		3	ı	ι,	cr) 		m	m n	n (r	. v		m r	ი ო	ю	
	R	Office			C	O	O		T	2	7	·	1 7		7	7 10	1 0	1 K		7 7	2 A+2	7	
·		Records Description FINANCE/TREASURER		Assessment District Financial Records	Assessment District – Financial	Records (Assessed Valuations Correspondence) Assessment Proceedings	Financing Programs – Reference	Banking	Agreements, Banking (Copy)	Armored Transport Receipts	Checks & Credit Card Slips,	Keturned Choolee Canonal	Checks, Stale-Dated,	Checks Unused	Debit/Credit Memos	Deposit Corrections	Denorte Benking	Signature Authorization Cards,	Faxes	Statements & Reconciliations	Stop Payments Warrants (Paid) (A/P)	Wire Transfers	
		Office of Record			Fin				Fin	Treas					Fin		Ireas	Treas		Fin			

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

06/04/201	8	CC Meeting Agenda	Page 80 of 213
Comments/Statutory Citation	Microfilm or permanent (GC34090; CCP 337.5) (GC34090) Microfilm or permanent (GC34090; CCP 337.5) (GC34090; GC53921)	Microfilm or permanent (GC34090) Microfilm or permanent (GC34090) (GC34090) (GC34090) (GC34090) (GC34090) Microfilm or permanent (GC34090) (GC34090) (GC34090) (GC34090) (GC34090) (GC34090) (GC34090) (GC34090)	(GC34090) Microfilm or permanent (GC34090; CCP 337.5; GC53607)
ON Total	P 3 P CL +3	P P P P P P P P P P P P P P P P P P P	N D
DISPOSITION Microfilm	Yes No Yes No	Yes Yes Xo No No No No No No No No No N	No Yes
RETENTION Inactive	а — а <i>с</i>	d	w #
R	CL CL	CC	7 U
Records Description FINANCE/TREASURER	Bond Authorization & Related Public Hearing Records, Investor Lists, Prospectus, Accepted Proposals, Certificates, Notices, Correspondence Bond Bids/Proposals, Rejected Bond Registers Bonds & Coupons, Paid/Canceled (Revenue Bonds)	Budget, Annual City Budget, Capital Improvements Budget, Capital Improvements Budget Manual & Calendar Budget Requests, Departmental Budget Revenue Sharing Revenue Estimates Funding/Grants HIDTA OCJP Prop A Prop A Prop C State Gas Tax	Investments Certificates of Deposit Investment Portfolio; Statements & Related documents
Office of Record	Fin	Fin	Fin

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

06/04/2018	ce	Meeting Agenda	Page 81 of 213
Comments/Statutory Citation	Including leave slip, W-2 forms (GC34090; 29 CFR 516.2) (GC34090) Microfilm or permanent (GC34090) (29 CFR 31.6001-1) Microfilm or permanent (GC34090) (29 USC 436) (29 CFR 516.2-516.6) (29 CFR 516.2-516.6)	Microfilm or permanent (GC34090) Microfilm or permanent; file original contracts with City Clerk (GC34090) Microfilm or permanent (GC34090)	(GC34090) (GC34090) (GC34090; CCP 337) (GC34090; CCP 337) (GC34090; CCP 337) Microfilm or permanent (GC34090) (GC34090) Retain in department while current (GC34090)
Total	T + 4 D P P P P P P P P P P P P P P P P P P P	G G G	A +5 T+3 T+4 T+4 T+4 P P S
i DISPOSITION Microfilm	No Xo	Yes Yes	N N N N N N N N N N N N N N N N N N N
RETENTION D Inactive M	4 · C C C A C A A C A A	C. C. C.	ww444 · ww
Office	F w F w F F F & - 2 F &	U U U	7 H H H H A C C C C C C C C C C C C C C C
Records Description FINANCE/TREASURER Pavroll	Deductions/Authorizations Employee Salary Verifications Individual Employee Payroll Payroll Master Payroll Registers Payroll Reports Retirement Reports (PERS, PARS) Tax Records Time Cards/Sheets Travel/Mileage Expenses Vacation/Sick Leave Reports W-2 Forms/Reports	Pension & Retirement Funds Report Deferred Compensation Reports Retirement Plan Agreements (including PERS, PARS), Amendments, Related Records Retirement Plan Reports	Revenues & Taxation Accounts Receivable Alarm Permits Business License Applications Business License - Revocations Business Licenses/Renewals Census Records Excise Tax False Alarms
Office of Record	Fin	Fin	Treas Fin BL Fin

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

		R	RETENTION DI	DISPOSITION		Comments/Statutory Citation
Office of Record	Records Description		7			
	FINANCE/TREASURER	Office	Inactive	Microfilm	Total	0/04/
Fin	Fee Schedules	S	Ъ	Yes	Ь	Microfilm or permanent (City Clerk should append to Resolution of adoption)
	Fee Studies	ن ت	<u> </u>	Yes	Ъ	Microfilm or permanent (GC34090)
	Fee Waiver Requests		m	S _o	T+3	(GC34090)
	Funding Applications (Includes	7	m	°N N	A +5	(GC34090)
	State & Local Sources)					
Treas	Property Tax	7	m	No	3	(GC34090)
Fin	Revenue Receipts/Reports	7	т	No	A+5	(GC34090)
	Sales and Use Tax	7	m	°N	5	(GC34090)
Treas	T.O.T.	2	m	No No	5	(GC34090)
	Treasurer Bank Statements	A+2	1	°Z	A+2	(FC3368, FC30210; GC43900, et seq.)
	U.U.T.	7	m	No	5	(GC34090)

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

RETENTION DISPOSITION
Total P Microfilm or permanent (GC34090) C+4 (CCP 583.320(a)(3); GC34090) P Microfilm or permanent (GC34090)
Microfilm or permane (CCP 583.320(a)(3); C Microfilm or permane Microfilm or permane (GC34090) Microfilm or permane Microfilm or permane Microfilm or permane Microfilm or permane
Microfilm or permane (CCP 583.320(a)(3); C Microfilm or permane Microfilm or permane (GC34090) Microfilm or permane Microfilm or permane Microfilm or permane Microfilm or permane
Microfilm or permane (CCP 583.320(a)(3); C Microfilm or permane (GC34090) Microfilm or permane Microfilm or permane Microfilm or permane
Microfilm or permane (CCP 583.320(a)(3); C Microfilm or permane Microfilm or permane (GC34090) Microfilm or permane Microfilm or permane
Microfilm or permane (CCP 583.320(a)(3); C Microfilm or permane Microfilm or permane (GC34090) Microfilm or permane
Microfilm or permane (CCP 583.320(a)(3); C Microfilm or permane Microfilm or permane (GC34090)
Microfilm or permane (CCP 583.320(a)(3); C Microfilm or permane Microfilm or permane
Microfilm or permane (CCP 583.320(a)(3); C
Microfilm or permane (CCP 583.320(a)(3); C
Microfilm or permane

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

Page 84 of 213

CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

06/04/2018

	Comments/Statutory Citation	Microfilm or permanent (29 USC 1113)	(GC12946, 29 USC 211, 203, 207)	(GC 12946; 29 CFR 1627.3)	Microfilm or permanent (29 USC 211, 203, 207)	Microfilm or permanent (29 CFR 1627.3; GC12946, GC34090)	Microfilm or permanent (GC34090)	(GC34090)		Microfilm or permanent (GC34090)	(29 USC 1113, GC12946)		(29 CFR 1627 3)		
NO.	Total	ď	T+2	9+L	Ь	Ъ	ď	7	I	<u>α</u> ,	T+6		+;;)	
DISPOSITIC	Microfilm	Yes	N N		Yes	Yes	Yes	No	1	Yes	No No		Ž	2	
RETENTION DISPOSITION	Inactive		7	9	1	ı	i i	ī		ı	9		ĸ)	
R	Office	ď	H	T	Д	Д	Д	7	ŀ	<u></u>	[ن)	-
	Records Description PERSONNEL	Employee Benefits Administration Records: Plan Documents; Enrollment Forms; Correspondence and Backup	Employee Rights (Non-Sworn Employees): Arbitration, Grievances, Union Requests, Complaints, Disciplinary Actions	Hourly Employees	Negotiation	PERS, Social Security, SSI	Personnel – Employee Handbook	Personnel – Employee Incentive Award Program Files: Suggestion Forms; Correspondence and Backup	Data	Personnel Files: Former Employees Receiving	Personnel Files: (Safety and Non-Safety) Resumes;	Applications; Personnel Action Forms; Performance	Evaluations; Correspondence; Direct Deposit Authorizations Recruitment Files: Toh Position	Announcements; Applicant Responses & Resumes;	Correspondence and Backup
	Office of Record	Pers													

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

20000000000			- ne#	04/20 1	1 2										22	N/o	atir	-a-l	\ge ı	مامد		
	Comments/Statutory Citation		(GC34090)	Microfilm or permanent (GC34090)		(GC34090)	(GC34090, PC832.5)			(GC34090, PC832.5)		(GC34090)	Microfilm or permanent (GC34090)			(GC34090)			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Microfilm or permanent (GC34090)	
2	117	Total	2	ď		5	C+5			5		2	Ъ			5					Ъ	
N DISPOST		Microfilm	No	Yes		No	No			No	• • • • •	No	Yes			°Ž					Yes	***************************************
PETENTION		Inactive	ı	ı		Į	Ŋ			1		ı	1			ı					1	
a.		Office	2	Д		5	C			ν,		2	Ъ	***************************************		Ŋ					Ъ	
	D. 1. D. 1. C. 1.	Records Description PERSONNEL	Resumes (Unsolicited)	Rules & Regulations	Risk Management	Accident Reports/Incident	Reports Claim Files (against the City or	City Personnel); Claim Letters,	Forms, Correspondence, Court	I ranscripts, Backup Data Claims Loss Runs (Fiscal Year	End)	Claims Loss Runs (Monthly)	SCJPIA Certificates of	Liability: Certificates and	Backup Data	Workers' Compensation	Insurance Administration	Records: Loss Analyses;	Statements; Correspondence	and Backup Data	Workers' Compensation	Insurance Policies
	Office of	Record	Pers	-		Pers																

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

Page 20 of 31

Page 86 of 213

CITY OF SAN FERNANDO

٠,	ď
_	J
-	ζ'
-	J
-	1
r-	٦
	4
	4
)—	4
τ)
~	•
•	•
7	•
r_	4
$\overline{}$	١
_	•
-	4
	4
	7
7	•
Ē	4
Œ]
<u></u>	3
_	4
r-	٦
-	4
~	¢
-	4
- 4	
U,	2
	١
-	١
~	٠
-	4
	١
C	CTT TTTTTTT
)
)
)
)
)
)
)
)
)
)
)
)
)
)

06/04/2018

Comments/Statutory Citation																			C799)					(ulates)	(ulates)					
Сош			(GC34090)		(GC34090)		(GC34090)	(GC34090)	(GC34090)			(GC34090)	100 days; (GC34090.6)	,		(GC34090)	(GC34090)		Microfilm or permanent (PC799)		(GC34090)		(GC34090)	(Department of Justice Regulates)	(Department of Justice Regulates)	(GC34090)	(H&S 11361.5)	(GC34090)	(GC34090)	(GC34090)
NO		Total	2		2		5	4	2			2	100 days	•	(7	33		Ъ		CL+2		CL+25	10		2	2	2	2	8
RETENTION DISPOSITION		Microfilm	No		No		No	No	No			No	°Z		,	°Z	No No		Yes		No		N _o	%		No	No	No	No	S _o
STENTION		Inactive	ı		,			ı	1			ı	ı			1	1	1	ı		7		25	1		ı	1	ı	1	1
RI		Office	2		2		5	4	2			2	100 days		(7	co		ď		CT		CL	10		2	2	2	2	<u>~</u>
	Records Description	POLICE	Alarm Records	Arrest Records	Drunk (Not	Prosecuted)	Registers	Rejected by D.A.	Traffic Warrants	(for Local or Foreign	Agency)	Auction Receipts and Records	Audio Recordings of	Telephone and Radio	Communications (Disparcal)	Bail Receipts	Bicycle Licenses	Case Files	Homicide -	Investigator's File	Narcotics (no arrest	cases)	Officer Involved Shootings	Child Abuse Reports – Felony	Citations	Animal Control	Marijuana	Parking	Traffic	Concealed Weapons Permits
	Office of Record	Pionosi	Pol								_																			

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

			dio Cuota		
	2	KETENTION	ON DISPOSIA	Z. \	Comments/Statutory Citation
Records Description					
POLICE	Office	Inactive	Microfilm	Total	
	2	1	No	2	(GC34090)
	• • • • •	riikolaikuun kuttus		· · · · · · · · · · · · · · · · · · ·	
Daily Schedule (Duplicates)	O	year-of	°Z	C+1	(GC34090.7)
Sign-in Logs	O	7	%	C+2	(GC34090)
Tracking System Records	O	7	No	C+2	(GC34090)
	ς,	1	°N	0	(Department of Justice Regulates)
Criminal Arrest Files***	10	ı	No	10	(Department of Justice Regulates)
Daily Activity Records and Logs (i.e., NOT reports)	m	1	No	ες.	(GC34090)
	m	1	No	3	(Department of Justice Regulates)
Deceased Criminal Arrest Files	ss 10	ı	No	10	(Department of Justice Regulates)
Employment Applications	5	1	No	5	EEOC Complaint can be filed within 49 mos.; (GC12946)
Background					
77	2	į	%	5	EEOC Complaint can be filed within 49 mos.; (GC12946)
Unprocessed "Factual Innocence" (Sealed		ı	Ž	~~~	Destroy 3 years from sealing (PC8518)
Felony Crime Reports: Capital	d I	l	Yes	Д	Microfilm or permanent (PC799)
Death, Life Imprisonment			~		

Applicants' Files	-	71	ı	T+2	(GC34090)
Inked/Palm Cards	O	20	ı	C+20	Persons booked into detention facility; copies distributed to County, State and Federal agencies
Immigration Letters	2	1	No	2	1-9's
Incident Reports**	m		No	3	(Department of Justice Regulates)

CC Meeting Agenda

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

-Page 88 of 213

	007	7	201	J											00	IVIC	surig	лy	onuc	•							
Comments/Statutory Citation				(GC34090)	(GC34090)			(GC34090)	(Department of Justice Regulates)			Upon Notification from Juvenile Court Judge	Destroy 5 years from sealing; Welfare & Institutions Code 781(d)	(GC34090)		(35734000)	(GC34090)	(Denartment of Instice Regulates)	(Coparation of sustained)	(GC34090)	(GC34090)	(GC34090)	(GC34090)	Originals to licensee; (blue) copies to DOJ; (pink) copies retained by City.	Kenewals issued annually; (GC34090)		(GC34090)
A. C.	11111	Lotai		5	2			2	10				5	3		V	2 2	· rr)	2	C+2	CL + 25	CL + 2	C+2			2
ON DISPOSITA	T. C.	Micronim		°Z	No			No	No			No	No	Š		Ž	2 S	Z	2	No	No	No	No	%			No
RETENTION		паспуе		ı	ı			ı	1			ŀ	1	ı		ı	ı	ı		1	7	25	7	2			ı
R	-0.330	ОШС		5	2			2	10				5	3		v	0 7	m	ì	2	C	CL	CL	C			7
	Records Description	FOLICE	Index Cards	Field Interview	Police Dispatch	:	Jail	Inspections	Register (Daily	Record of Persons	Booked)	Juvenile Arrest Files, Reports	Juvenile - Sealed Records	Licenses and Permits - Records	of Expired Licenses and Permits	I oct and Found Records	Miscellaneous Reports	Misdemeanor/Infractions	Reports**	Money Transmittals	Non-Criminal Occurrences	Officer Involved Shootings	Parades & Special Events	Pawnbrokers, Secondhand	Dealers (Duplicates, 1.e., Pink Conjes)	Permits	Alcoholic Beverage Control License
	Office of Record																					Pol					

CC Meeting Agenda

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

~~
J
~
$^{\circ}$
0
ď
C/
Ω

Page 89 of 213

		00/0-	/201	10											C,	C IVI	iee ii	ng /	-ye	iiua	1										ıa	ge c	9 01 2
Comments/Statutory Citation				(PC832.5)					EEOC Complaint can be filed within 49 months; (GC12946)	By prisoner number	(GC34090)	(GC34090)	(GC34090)	(GC34090.7)	Destroy after law enforcement actions and effective date of restraining	order has expired					(GC34090)	(GC34090)		Microfilm or permanent (GC34090)	Originals sent to FBI, DOJ; Microfilm or permanent (GC34090)			(GC34090)	(GC34090)			(GC34090)	(GC34090)
		Total		S					5	C + 20	C+2	C+2	CL + 2	6 mos.	C						C+2	C+2		Ъ	Д.			C+2	2			m	2
ON DISPOSITA		Microfilm		No					°N	No	Ŷ	ŝ	ŝ	%	°Z						ı	ı		Yes	Yes			°N	N _o			%	o N
RETENTION		Inactive		ı					ı	20	7	2	7	t	I						2	2		F	ŧ			2	ŧ			ı	1
R		Office		5					5	C	C	C	CL	6 mos.	O						C	C		Ъ	Ъ			C	2			co.	5
	Records Description	POLICE	Personnel Files	Internal Affairs	Investigations	(including Citizen's	Complaints and	Pitchess Motions)	Terminated Employees	Photo Negatives (Inmates)	Press Releases	Property Control Files	Rap Sheets	Reports – Duplicates	Restraining Orders, Emergency	Protective Orders, Temporary	Restraining Orders, Legal	Stipulations, Orders After	Hearing (Duplicates)	Schedules	Daily	Watch Assignments/	Timekeeping Records	Statistical (Crime Analysis)	Statistical (UCR), Uniform	Crime Reports Mandatory to	DOJ (LEIC)	Subpoenas	Swap Meet Merchant Control	Sheets	Traffic Collisions	Non Injury	One or More Injuries
	Office of	Record																													Pol		

CC Meeting Agenda

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

of 3
25
age
പ്പ

ition																
Comments/Statutory Citation				Microfilm or permanent (GC34090)	(GC34090)		(GC34090)			(GC34090)	(GC34090.6)		(GC34090)			
		Total		Ъ	C+2		3			S	13 mos.		2			
ION DISPOSIT		Microfilm		Yes	No		No			No	No	1	°Z			
RETENTION		Inactive		1	7		1				ı		ı			
R		Office		Ъ	C		ς,			5	13 mos.	(2			
	Records Description	POLICE	Training	Bulletins	Event Files	Vehicles	Impounded/Stored/	Repossessed/	Recovered	Stolen	Video Surveillance/Security	(Jail)	warrant Kecall Sheets			
	Office of	n ioaan														

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

Comments/Statutory Citation		(Recommended by the California Law Enforcement Warrant Officer's Association)	(Recommended by the California Law Enforcement Warrant Officer's Association)	(Recommended by the California Law Enforcement Warrant Officer's Association)	(Recommended by the California Law Enforcement Warrant Officer's Association)	Microfilm or permanent (Recommended by the California Law Enforcement Warrant Officer's Association)
	Total	Recall after 10 yrs.; Exception: Murder/ Escape	Recall after 5 yrs;	Recall after 1 yr.	Recall after 5 yrs.	Ь
ION DISPOSIT	Microfilm	No	No	No	No	Yes
RETENTION	Inactive	ı	1	1	1	ı
RI	Office	Recall after 10 yrs.; Exception: Murder/ Escape	Recall after 5 yrs;	Recall after 1 yr.	Recall after 5 yrs.	Ъ
	Records Description POLICE	Warrants Felony	Misdemeanor Criminal	Parking	Traffic	Traffic Collision Fatalities
	Office of Record	Pol				

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

ation, they shall be preserved until pending litigation is resolved.

went that the recordings are evidence in any claim filed or any pending

The case files should be destroyed according to "Crime Reports," "Daily Reports," "Incident Reports," and "Misdemeanor Reports" refer to daily blotters, incident summaries or investigative reports that do not involve felonies. The reports can be destroyed after three years, provided that a copy of said report has been placed with the case file. guidelines set forth for individual case files.

You can legally retain the records for two years; however, you should notify the Department of Justice that you are purging source documents before you destroy them.

* * A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I Keys:

Page 27 of 31

2011/6472412

Page 93 of 213

CC Meeting Agenda

06/04/2018

ΡW

	06/0	04/2018						****	—с	C M	leeti	ng A	\genda					····
Comments/Statutory Citation		(GC 34090)		(CCP 337.15)	Microfilm or permanent (GC 34090)				(GC 34090)	(GC 34090)	(GC 34090)	Microfilm or permanent (GC 34090)	Microfilm or permanent (GC 34090)	(GC 34090)	Microfilm or permanent (GC 34090)	•		(GC 34090)
N. Carlotte and A. Carlotte an	Total	C+2		C+10	<u>α</u>				AR	A+5	5	ď	ď	7	ፈ			S + 10
DISPOSIA	Microfilm	No		No	Yes				S.	No	No	Yes	Yes	No	Yes			No
RETENTION DISPOSI	Inactive	2		10	1				1	'n	ı	,	ı	1	ţ			10
R	Office	O .		O	<u>α</u>				AR	А	5	Ъ	Д	2	Ь			S
	Records Description PUBLIC WORKS	Public Works - Performance Bonds/Labor & Materials Bonds	Engineering	Capital Improvement Project (CIP) Files	Capital Improvement Projects (CIP) Right-of-Way Documentation:	Deeds	Quitclaims	Easements	Consultants/Suppliers/Vendors Information	Disaster Incidents Files	Encroachment Permits Log	Grading Permits	Land Development Projects Files	Organizations Files	Permits:	Encroachment Permits	Excavation Permits	Policies & Procedures for Engineering Operations
Office of	Record	PW		Eng														

<u>Keys</u>: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

					.,_\															ig /	.5011					
Self-Controlled to the controlled to the control		Comments/Statutory Citation			(GC 34090)	(GC 34090)	(GC 34090)	Microfilm or permanent (GC 34090)				(GC 34090)				Microfilm or permanent (GC 34090)				(GC 337.15)	(GC 34090)	(GC 34090)	(GC 34090)	(GC 34090)	(GC 34090)	(GC 34090)
	NC			Total	2	C+2	2	ď				2				Q,				C+10	E+2	2	2	5	C+4	C+5
	NON DISPOSITION			Microfilm	No	No	No	Yes				No				Yes				N _o	No	No	No	No	No	°Z
	RETENTION			Inactive	ı	2	1	ı				ı				1				10	2	ı	1	ı	4	v
	4			Office	7	C	7	Ъ				2				Ъ				Ö	Щ	7	2	Ŋ	O	C
		Records Description	RECKEATION AND	COMMUNITY SERVICES	Brochures Advertisers Files	Brochures Artwork	Facilities Reservation Forms	History Files:	Publicity Binders	Photos Binders	Department Publications	History Files:	Flyers	Brochures	Press Releases	Park Master Plans Files:	Environmental Documents	Correspondence &	Supporting Data	Parks/Facilities Construction Projects	Personnel - Instructor Contracts	Program Evaluations	Program Proposals Files	Program Registrations/Waivers of Liability	Programs Files (City-Participation)	Programs Files (City-Sponsored):
		3	Omce of	Record	Rec																					

CC Meeting Agenda

06/04/2018

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

Comments/Statutory Citation)6/04/2	018								
		(GC 34090)				(GC 34090)					
X	Total	2				C+5					
RETENTION DISPOSIA	Microfilm	No				°N					
(ETENTION	Inactive	1				S					
R	Office	2			4	ပ					
Records Description	RECREATION AND COMMUNITY SERVICES	Recreation Registration Database Records:	Registrant Data (Active)	Flogram Data (Acuve) Program	Data(Inactive/Historical)	Special Events Files:	Requests	Maps, Plans & Drawings	Correspondence &	Supporting Data	Permits/Applications
	Office of Record	Rec									

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination APPENDIX I

This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

Date: June 4, 2018

Subject: Consideration to Adopt a Resolution Setting a Public Hearing Date to Consider

the Placement of Liens on Real Property for Non-Payment of Residential and

Commercial Solid Waste Collection Services Billings

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7860 (Attachment "A") declaring the City Council's intention to place liens on real property for non-payment of residential and commercial solid waste collection services billings and setting the date for the Public Hearing on July 16, 2018.

BACKGROUND:

- 1. On May 16, 2016, the City Council adopted Ordinance No. 1655 (Attachment "B"), authorizing the placement of liens on real property for non-payment of residential solid waste collection billings. The City's ability to place delinquent sums on the tax roll is conditioned upon the local solid waste hauler having made multiple attempts to collect the invoice on their own by sending notice to the customer and later to both the customer and the owner of the property served by the solid waste account (in those instances where the customer and the property owner are different). After following the process prescribed by Government Code Sections 5473, 5473a and related statutes, the City Council, by resolution, may approve the placement of certain delinquent sums on the tax roll by 2/3 vote.
- 2. Pursuant to City Council direction, both customer and property owner were notified each time notices were sent out regarding delinquent accounts.
- 3. The attached Resolution will set a Public Hearing date to consider an annual report of delinquent accounts for July 16, 2018. If approved, this timeline will provide account holders with approximately 40 days prior to this meeting date to bring accounts current prior to the Public Hearing date.

PUBLIC WORKS DEPARTMENT

Consideration to Adopt a Resolution Setting a Public Hearing Date to Consider the Placement of Liens on Real Property for Non-Payment of Residential Solid Waste Collection Services Billings
Page 2 of 4

ANALYSIS:

As part of the City's franchise agreement, Article 10, the contractor is responsible for the billing and collection of payments for all solid waste collection services. Rates are set according to the Maximum Service Rates that are established as part of the franchise agreement. Article 10 specifies other billing terms, including partial month service, production of invoices, billing inserts, methods of payment and delinquent service accounts, among others.

Article 10, Section 10.01.7 of the City's franchise agreement includes provisions relative to delinquent service accounts. In accordance with this section, the contractor may report delinquent accounts to the City on a monthly basis. The City is not responsible for the collection of delinquent accounts or compensation of the contractor for lost revenue. Additionally, the City does not realize direct revenue related to these unpaid accounts. A franchise fee is provided by the contractor under the franchise agreement to fund the cost of administering the solid waste/recycling program and vehicle impacts to City streets, among others.

Lien Process for Delinquent Accounts

After following the process prescribed by Government Code Sections 5473, 5473a and related statutes, the City Council, by resolution, may approve the placement of certain delinquent sums on the tax roll by 2/3 vote.

The following are some of the more salient aspects of the annual tax roll collection process:

- Annual Report: Annually, the City must prepare and file a report with the City Clerk
 describing each delinquent account and the real property parcel to which the account
 corresponds so that the delinquent sums may be placed on the annual tax roll. (Health &
 Safety Code § 5473 and § 5473a).
- <u>Publication</u>: The City Clerk must also cause notice of the time and place for a Public Hearing wherein the report is to be considered and approved by the City Council before the delinquent accounts identified in the report and the sums owed may be placed on the tax roll. The notice must be published once a week for two consecutive weeks, with at least five days between publication dates. The notice must be published in a newspaper of general circulation (§ 5473.1).
- Mail Notice: The City will also be required to undertake mailed notice of the hearing to each real property parcel tied to a delinquent service account (§ 5473.1).

Property owners will be given one last opportunity to pay the delinquent sums prior to the placement on the tax roll. Also, at the Public Hearing, the City Council will be able to make modifications to the report in so far as delinquencies are cured either in full or partially or in so

Consideration to Adopt a Resolution Setting a Public Hearing Date to Consider the Placement of Liens on Real Property for Non-Payment of Residential Solid Waste Collection Services Billings
Page 3 of 4

far as a customer or property owner are able to prove to the reasonable satisfaction of the City Council that the account was never delinquent or that there is some other error in the report for which correction is justified.

The following timeline is proposed for placing delinquent sums on the property tax roll:

June 4, 2018

- Set Public Hearing Date for July 16, 2018
- o Establish Final Payment Due Date of July 5, 2018

June 11, 2018

 Mail Notice to Account Holders/Property Owners (Paid/Coordinated by Solid Waste Hauler) (Attachment "C")

• June 21 and 28, 2018

o Publication of Public Hearing (Paid by Solid Waste Hauler)

July 9, 2018

o Annual Report/Listing of Delinquent Accounts Provided to City

July 16, 2018

 Public Hearing (Account Holders/Property Owners will have until August 5, 2018 to bring account current)

August 8, 2018

o Updated Delinquent Account List Forwarded to LA County for Inclusion on Tax Roll

BUDGET IMPACT:

The City will incur administrative costs associated with the preparation of the annual report, complying with noticing requirements and payment of sums to the County of Los Angeles for their role in collecting delinquent sums on the tax roll. To offset these costs, the City's Ordinance authorizes a five percent (5%) administration fee to recover such costs which will be deducted from sums actually collected on the tax roll before sums owed to the solid waste hauler are remitted to the hauler by the City.

Consideration to Adopt a Resolution Setting a Public Hearing Date to Consider the Placement of Liens on Real Property for Non-Payment of Residential Solid Waste Collection Services Billings
Page 4 of 4

CONCLUSION:

It is recommended that the City Council approve the attached Resolution setting a Public Hearing date of July 16, 2018, to consider the placement of liens on real property for non-payment of solid waste collection services billings.

ATTACHMENTS:

- A. Resolution No. 7860
- B. Ordinance No. 1655
- C. Draft Tax Lien Letter

RESOLUTION NO. 7860

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DECLARING ITS INTENTION TO CONSIDER THE PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

WHEREAS, on the 16th day of May, 2016, the City Council adopted Ordinance No. 1655 declaring that periodically the City shall, by resolution, order that liens be placed on real property for the collection of solid waste fees reported delinquent pursuant to delinquent solid waste account reports; and

WHEREAS, the City will provide notice more than fourteen (14) days prior to the public hearing to all property owners and account holders by United States mail, that on July 16, 2018 at 6:00 p.m., a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. In addition, a list of delinquent service addresses and outstanding balances will be published in a newspaper of general circulation on two (2) dates prior to the public hearing, as required by California Health and Safety Code Section 5470-5474.10;

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

SECTION 1: GENERAL

That the above recitals are all true and correct.

SECTION 2: PUBLIC INTEREST

That it is the intention of the City Council, consistent with the public interest and convenience, to consider the placement of liens on real property for non-payment of residential and commercial solid waste collection services billings.

SECTION 3: FINAL PAYMENT DUE DATE

That account holders or property owners shall be allowed to resolve outstanding fees owed through July 5, 2018, to bring accounts current.

SECTION 4: PUBLIC HEARING

Notice is hereby given that July 16, 2018, at the hour of 6:00 p.m., in the Council Chambers of the City Council of the City of San Fernando, 117 Macneil Street, San Fernando, California, being the regular meeting place of said City Council is the time and place fixed by this City Council for the hearing of protests, comments or objections in reference to the placement of liens on real property for non-payment of residential and commercial solid waste collection services billings.

Any interested person who wishes to object to the placement of liens may file a written protest with the City Clerk prior to the conclusion of the public hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection, and a protest by a property owner shall contain a description sufficient to identify the property owned by the property owner. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard, and the City Council shall consider all oral statements and all written protests made or filed by any interested person.

SECTION 5: PUBLICATION OF NOTICE

The City Clerk is hereby authorized and directed to publish a copy of this Resolution in The San Fernando Valley Sun newspaper, a newspaper of general circulation in said City; said publication shall be published once a week for two consecutive weeks, with at least five days between publication dates before the date of said Public Hearing.

SECTION 6: MAIL NOTICE

The City Clerk is hereby authorized and directed to mail written notice to all property owners and account holders by United States mail, with postage properly affixed, information them that on July 16, 2018, at 6:00 p.m., in the Council Chambers of the City Council of the City of San Fernando, 117 Macneil Street, San Fernando, California, a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. Said notice shall be mailed more than fourteen (14) days prior to the hearing.

SECTION 13: PROCEEDINGS INQUIRIES

For any and all information relating to the procedures, protest procedure, documentation, and/or information of a procedural or technical nature, your attention is directed to the office listed below as designated:

DEPARTMENT OF PUBLIC WORKS (818) 898-1222

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2018.

	Sylvia Ballin, Mayor	
ATTEST:		
Elena G. Chávez, City Clerk		

APPROVED AS TO FORM:	
Rick R. Olivarez, City Attorney	_
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO)) ss)
	nat the foregoing resolution was approved and adopted at a ill held on the 4 th day of June, 2018, by the following vote to
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	_
Licha G. Chavez, City Cicik	

ORDINANCE NO. 1655

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 70 (SOLID WASTE AND RECYCLABLES COLLECTION SERVICES) OF THE SAN FERNANDO MUNICPAL CODE

WHEREAS, pursuant to sections 5473 and 5473a of the California Health and Safety Code, municipalities may elect to have delinquent charges for trash service collected on the tax roll together with the general property tax paid by real property owners who are also residential trash service customers; and

WHEREAS, sections 5473 and 5473a of the California Health and Safety Code and related statutes set forth the procedures that must be followed by the City in order to collect delinquent solid waste fees and charges on the tax roll; and

WHEREAS, this ordinance is intended to establish procedures for the collection of such delinquent fees and charges in accordance with applicable law referenced above.

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

SECTION 1. The foregoing recitals are true and correct and made a part of this Ordinance.

SECTION 2. Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Container":

Customer means any person or entity maintaining a service account with a Collector for the performance of Solid Waste and Recyclables Collection Services authorized under this Chapter. The term Customer is inclusive of persons or entities who are not the Owners of the real property parcel or portion thereof to which the service account corresponds and which is receiving the benefit of the Solid Waste and Recyclables Collection Services provided by the Collector.

SECTION 3. Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Multi-family residence":

Owner shall mean the person or other legal entity listed on the last equalized assessment roll for the County of Los Angeles as the owner of a lot or parcel of real property within the territorial boundaries of the City of San Fernando.

SECTION 4. Section 70-32 (Billing and collection of fees) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby amended by the addition of the following sentence at the end of the paragraph that currently comprises Section 70-32:

"The foregoing notwithstanding, the City Council, in its sole and absolute discretion, reserves the right, but does not assume the obligation, to avail the City of the provisions and procedures of Health and Safety Code Sections 5473 and 5473a relating to the collection of delinquent solid waste service charges on the tax roll."

<u>SECTION 5</u>. The current text of subsection (c) of Section 70-33 (Rates, billing and collection of fees for standard residential collection service) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby repealed and replaced with a new subsection (c) which shall state the following:

(c) Collection of Delinquent Charges.

- 1. Pursuant to, and to the extent authorized by, Health and Safety Code Sections 5473 and 5473a, the City may collect delinquent fees or charges for solid waste and recyclables collection services incurred by a Customer on the tax roll for collection by the Los Angeles County Assessor's Office.
- 2. The Owner of any real property parcel or portion thereof located within the City of San Fernando and a Customer whose service account provides for the performance of solid waste and recyclables collection services at the subject real property parcel are jointly and severally liable for the payment of all fees and charges imposed by the Collector for the performance of such services. Owners and Customers shall also be liable for compliance with all provisions of this Chapter as relates to the subject real property parcel or portion thereof receiving solid waste and recyclables collection services.
- 3. A solid waste and recyclables collection services bill lawfully issued by a Collector to a Customer shall be considered past due if not paid by a Customer within thirty (30) calendar days from the date payment is due or such longer grace period as may be authorized by written agreement between the Customer and the Collector. If such a bill becomes past due, the Collector shall be required to issue notice to the Customer that the bill is delinquent. If the bill is not paid in full within thirty (30) calendar days from the date the service bill is deemed past due, the Collector shall issue a second notice of delinquency to the Customer and shall also send a copy of the second notice of delinquency to the Owner, if different from the Customer. Each delinquency notice shall include the following information at a minimum:
 - (i) A statement advising the customer that the service bill is past due;
 - (ii) Information as to the service period to which the past due sums relate; and
 - (iii) Information as to where the Customer may remit any and all past due sums;
 - (iv) Information as to the proper procedures for disputing any sums set forth

- in a service bill; and
- (v) Notice in bold print and capital letters that the matter will be submitted to the City for collection pursuant to the tax lien procedures established under this section, if the bill is not paid within thirty (30) calendar days from the date a second notice of delinquency is dated.

No later than the close of business on May 1st of each calendar year, a Collector may submit to the City a schedule of all unpaid delinquent billings from May 1st of the preceding year to May 1st of the present year accompanied by the corresponding parcel number for the real property parcel or portion thereof in question, as established or otherwise utilized by the Los Angeles County Assessor. The schedule shall also state the amount due for each delinquent Customer account for inclusion of said amount upon the property tax roll for collection by the Los Angeles County Assessor's Office. No delinquent billing shall be eligible for submission to the City on or before the 30th calendar day following the issuance of the Collector's second past due billing notice. No delinquent billing shall remain eligible for submission to the City after one year from the date the delinquent billing first becomes eligible for submission to the City.

- 4. In addition to any other requirements set forth under Health and Safety Code Sections 5473 and 5473a, the City shall adhere to the following procedures before submitting delinquent fees and charges to the Los Angeles County Assessor's Office for placement on the tax roll:
 - (i) The City will fix a time, date and place for a public hearing regarding the report of delinquencies submitted by the Collector and any objections and protests to the report. Notice of the hearing shall be mailed to the Owner of every real property parcel listed on the report not less than ten (10) days prior to the date of the hearing. At the hearing, City shall hear any objections or protests of Owners liable to be assessed for delinquent fees or charges. The City may make revisions or corrections to the report as it deems appropriate, after which, by resolution, the report shall be confirmed.
 - (ii) The delinquent fees and charges set forth in the report as confirmed shall constitute special assessments against the real property parcels listed in the report and are a lien on said real property for the amount of the delinquent fees and charges. A certified copy of the confirmed report shall be filed with the Los Angeles County Assessor's Office for the amounts of the respective assessments against the respective real property parcel as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Los Angeles County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be

- subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.
- (iii) City shall remit to the Collector amounts collected pursuant to this process within thirty (30) days of receipt from the Los Angeles County Assessor, less any outstanding sums owed by the Collector to the City. In order to reimburse the City for any and all administrative costs associated with placing delinquent fees and charges on the tax roll and except as otherwise provided in any Collection Agreement between the City and a Collector, the City may deduct from the sums remitted by the Los Angeles County Assessor for a given tax year an amount equal to the lesser of the following: (a) the City's actual costs incurred to undertake the placement delinquent fees and charges on the tax roll, including but not limited to any and all fees or charges imposed by the Los Angeles County Assessor associated with the placement of the delinquent fees or charges on the tax roll as well as costs associated with all publication and noticing efforts; or (b) five percent (5%) of the total delinquent sums placed on the tax roll on behalf of an individual Collector.
- <u>SECTION 6</u>. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") as the ordinance amendments contemplated herein will have no impact on the environment.
- SECTION 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.
- **SECTION 8**. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force 30 days after passage and adoption.
- **SECTION 9**. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.
- **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on the 16th day of May, 2016.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, hereby certify that the foregoing Ordinance No. 1655 of the City Council of the City of San Fernando was approved and adopted by said City Council at its regular meeting held on the 16th day of May, 2016 by the following vote, to-wit:

AYES:

Ballin, Fajardo, Lopez – 3

NOES:

None

ABSTAIN:

Soto - 1

ABSENT:

Gonzales – 1

Elena G. Chávez, City Clerk

ATTACHMENT "C"

[DATE]

[NAME] [ADDRESS] [ADDRESS]

Re: Address: , SAN FERNANDO

Account No.:
Parcel #: «PARCEL»

Dear Property Owner(s):

Pursuant to Chapter 70 (Sections 5473 & 5473A) of the San Fernando Municipal Code, the City shall place a lien for unpaid refuse collection charges on real property if the owner(s) of the property served does not make a payment directly to Consolidated Disposal Service, LLC. Consolidated's records indicate that the owner(s) of the property referenced above is delinquent in the payment for rubbish charges for the period of April 1, 2017 through March 31, 2018.

Amount Due: \$ «Total__Tax_lien_letter»

To avoid having a lien placed against your property for rubbish charges and collection costs, you must make payment directly to the City's Contractor (Consolidated) by July 5, 2018. When making payment please mark "LIEN" on your payment envelope, as well as, your check/money order to help identify and record the payment. The contractor's address is as follows:

CONSOLIDATED DISPOSAL SERVICE, LLC. 12949 TELEGRAPH ROAD SANTA FE SPRINGS, CA 90610 Phone: (562) 347-4016 FAX: (562) 347-4092

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that if you wish to protest the charges, you may attend a Public Hearing to be held at City of San Fernando City Hall, City Council Chambers, 117 Macneil Street., San Fernando, **on July 16, 2018 at 6:00 pm.** All interested persons may attend and be heard at that time.

Sincerely,	
Alexander P. Meyerhoff City Manager	
PLEASE TEAR ALONG DOTTED LINE ABOVE AND MAIL THIS POR	TION WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE
Subject Property/Service Address:	TOOK THIND IN THE ENCLOSED EXVELOSE
Dollar Amount of Delinquent fees and Penalty:	\$ «Total Tax lien letter»
Name and Phone Number of Company:	Consolidated Disposal Service
Providing Trash Collection Services:	(562) 347-4016
Account Number:	` '
Dareal Number	"DADCEL"

IF PAYING BY CREDIT CARD OR DEBIT CARD, PLEASE FILL OUT BELOW. WE ALSO ACCEPT CHECKS BY PHONE

□ MASTERCARD □	VISA	XPRESS	Security code on the back of Credit card
** WE WILL PROCESS YOU	JR PAYMENT OVER THE F	PHONE AT NO CHARGE BY CAL	LING 562 347 4016**
CARDHOLDER NAME:			
CARDHOLDER ADDRESS:			ZIP:
CARD NUMBER:			EXPIRES:
SIGNATURE			
AMOUNT PAID: \$			

CONSOLIDATED DISPOSAL SERVICE

12949 TELEGRAPH ROAD, SANTA FE SPRINGS, CA 90670 - TELEPHONE (800) 298-4898 FAX (562) 347-4092

June 11, 2018

«O_NAME»
«O_ADD»
«O CITY», «O STATE», «O ZIP»

PROPERTY OWNER NOTICE

Account #: 902 - «CUST»

Service Address: «S_ADD», «S_CITY»

Balance Due: \$ «TOTAL»
Parcel: «PARCEL»

Dear Customer,

The service address listed above has been identified as having an unpaid balance. This letter is a friendly reminder regarding the balance. Please bring the account current to avoid further collection action or additional charges that may be assessed against your property.

If your property is a rental, this letter may indicate that your tenant has a balance due for trash services. You may want to ask the tenant to bring the trash account current. The property owner may be held responsible for any unpaid trash service. In addition, unpaid balances may be placed on the property tax lien for the service location.

If you are a new property owner please fax or mail a copy of this letter including your escrow papers, grant deed and a phone number where you can be reached to (562) 347-4092 or 12949 Telegraph Rd, Santa Fe Spring, CA 90670.

If you have any questions regarding your account, please contact the Collection Department within the next Ten (10) days, by calling (562) 347-4016: or by mail to 12949 Telegraph Rd, Santa Fe Spring, CA 90670

"Se Habla Español".

If you have already made arrangements for this balance to be paid, please disregard this notice.

Thank you for your prompt attention. Respectfully, Collection Department

For your convenience we now accept Visa, Master card, and checks over the phone.

This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Julian J. Venegas, Director of Recreation and Community Services

Date: June 4, 2018

Subject: Consideration to Authorize Submittal of Grant Application to the Los Angeles

County Metropolitan Transportation Authority for the Metro Open Streets Program Grant Cycle Three to Fund the Healthy San Fernando Open Streets

Festival

RECOMMENDATION:

It is recommended that the City Council:

- Authorize the preparation and submittal of a grant application to the Metro Open Streets
 Grant Program Cycle Three in the amount of \$225,000 to fund the Healthy San Fernando
 Open Streets Festival;
- b. Authorize the City Manager to accept the grants, if awarded;
- c. Authorize the City Manager to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- d. Upon full execution of all grant related documents, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds.

BACKGROUND:

- 1. In 2013, the Los Angeles County Metropolitan Authority (LACMTA) Board approved \$3.7 million in grants for "Open Streets" events throughout Los Angeles County.
- 2. On March 16, 2016, LACMTA approved to award up to \$2 million in grants for Metro Open Streets Cycle Two events.
- 3. On May 12, 2016, the City of San Fernando submitted an application for funding the Healthy San Fernando Open Streets event.

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE. SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

Consideration to Authorize Submittal of Grant Application to the Los Angeles County Metropolitan Transportation Authority for the Metro Open Streets Program Grant Cycle Three to Fund the Healthy San Fernando Open Streets Festival

Page 2 of 4

- 4. On September 22, 2016, LACMTA awarded funding for 17 new Open Streets events, which included the City of San Fernando.
- 5. On March 31, 2018, the City successfully implemented the San Fernando Open Streets Festival where thousands of people filled over 3 miles of City streets.
- 6. On April 25, 2018, LACMTA announced the Metro Open Streets Grant Program Cycle Three applicant process was open.

ANALYSIS:

"Open Streets"

Open Streets initiatives temporarily close streets to automobile traffic and open them to cyclists, pedestrians and other modes of non-motorized transportation. Open Streets Events have quickly become one of the most innovative advancements in the livable cities movement. They are increasingly common strategy in regions that are seeking innovative ways to encourage mode shift to sustainable modes of transportation, reduce traffic congestion, achieve economic and public health improvement. Many North American Open Streets initiatives draw inspiration from those held in Central and South America, where they are called "ciclovías." The term, which translates to English as "bike path," was coined in Bogotá, Colombia, and a city that began experimenting with its model Ciclovía initiative in 1974. CiclAvia in the City of Los Angeles is a local example of an Open Streets event that has been ongoing since 2010.

Metro Open Streets Program Grant

In September 2013, the LACMTA approved \$3.7 million for the Open Streets Competitive Grant Program framework to fund a series of regional car-free events in response to a June 2013 Board Motion. The goals of the Open Streets Grant Program is to provide opportunities for: 1) riding transit, walking and riding a bike, possibly for the first time, 2) to encourage future mode shift to more sustainable transportation modes, and for 3) civic engagement to foster the development of multi-modal policies and infrastructure at the city/community level. A total of 21 project applications were received, and 12 events were selected for Cycle 1 funding based upon a scoring process that considered the events in terms of regional diversity, connection to transit stations, regional bikeways and major activity centers. The cities that received funding in Cycle 1 include Carson, Culver City, Downey, El Monte Huntington Park, Lawndale, Long Beach, Los Angeles, Los Angeles County, Pasadena, Santa Monica and South Pasadena. On September 22, 2016, the LACMTA awarded Cycle 2 funding for 17 new Open Streets events, including Burbank, Los Angeles, Glendale, Baldwin Park, Downey, Culver City, Long Beach, San Dimas, and the City of San Fernando.

Consideration to Authorize Submittal of Grant Application to the Los Angeles County Metropolitan Transportation Authority for the Metro Open Streets Program Grant Cycle Three to Fund the Healthy San Fernando Open Streets Festival

Page 3 of 4

According to an evaluation conducted by Metro, data collected at events establishes that the Open Streets events benefit both Metro and the host city. The event data shows:

- System wide rail boarding increase an average of 8% on the day of the event;
- Lines directly adjacent to events saw the largest increase;
- Overall sales of TAP Cards increased an average of 11% system wide on the day of the events indicating introduction of new riders to the system;, and
- Event-day sales for commercial stores along Open Street event routes increased an average of 10% on the day of events.

Healthy San Fernando Open Streets Festival (HSFOSF)

The event will turn approximately six miles of public streets into an urban playground by closing streets to allow for the community to walk or ride bikes. The HSFOSF will capitalize on the success of the 5K Relay and include five (5) zones or destination "legs"; including bike and pedestrian safety training, physical activity challenges, an art walk and parade, Refuel Right nutrition demos, and active transportation awareness. It will include local merchants, non-profit/faith-based organizations, private corporations, and collaboration with the City of Los Angeles to include the communities of Mission Hills and Pacoima.

The proposed route will extend as far south to the San Fernando Mission and North to the San Fernando Metrolink Station. The route also allows for participants to enter/exit from all four corners of the City, effectively connecting Pacoima and Mission Hills. In addition, the San Fernando Downtown Mall District shall serve as the central point of connectivity and activity.

BUDGET IMPACT:

There will be no budget impact to the Fiscal Year 2017-2018 General Fund to submit the grant application and there is no need to appropriate funds at this time. Should the City be awarded the grant, staff is requesting authorization for the City Manager to appropriate revenue and expenditures equal to the grant award in the Capital Grants Fund - Recreation and Community Service Grants (Fund 010). The grant does require a 20% match of the awarded funds, which means a \$225,000 grant award would be comprised of \$200,000 in grant funds and \$45,000 in City funds. The local match may consist of in-kind staff costs, permit fee waivers, and City equipment rental waivers; however, an appropriation will most likely be needed cover additional out of pocket expenses. For reference, approximately \$15,000 was paid out of pocket for additional traffic control services and printing/marketing materials.

Consideration to Authorize Submittal of Grant Application to the Los Angeles County Metropolitan Transportation Authority for the Metro Open Streets Program Grant Cycle Three to Fund the Healthy San Fernando Open Streets Festival

Page 4 of 4

CONCLUSION:

It is recommended that the City Council authorize staff to prepare and submit a grant application to LACMTA for the Metro Open Streets Program Grant Cycle Three. This will allow the City to host the second Healthy San Fernando Open Streets Festival.



This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Yazdan T. Emrani, Director of Public Works/City Engineer

Date: June 4, 2018

Subject: **Disaster Council Appointments**

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the re-appointment of Diane Shepherd as representative of the California Emergency Mobile Patrol; and
- b. Approve the appointment of Barbara Mariscal as representative of the American Red Cross to the Disaster Council for a two-year term.

BACKGROUND:

- 1. The Disaster Council was established to develop and recommend for adoption by the City Council, emergency and mutual aid plans and agreements and such ordinances and resolutions as are necessary to implement such plans and agreements.
- 2. The Disaster Council in comprised of the following members: Mayor, Councilperson Appointed by Mayor, Assistant Director of Emergency Services (Director of Public Works), Coordinator of Emergency Services (Police Department representative), Disaster Communications Representative (San Fernando Communications Emergency Response Team [CERT] representative), Representative of the Los Angeles Fire Department, Representative of the American Red Cross, Representative of the Los Angeles Unified School District (LAUSD), and Representative of the California Emergency Mobile Patrol or other similar Trained Volunteer Organization.
- 3. In May 2018, it was determined that the term for Diane Shepherd had expired and a reappointment was necessary.
- 4. On May 22, 2018, staff was notified that Jon Brown was no longer with the American Red Cross.

PUBLIC WORKS DEPARTMENT

□ City Manager

Disaster Council Appointments

Page 2 of 2

5. On May 23, 2018, staff contacted Barbara Mariscal with the American Red Cross. Ms. Mariscal expressed her interest in being appointed as the representative of the American Red Cross to the Disaster Council.

ANALYSIS:

Sec. 26-92. - Powers and duties; meetings.

It shall be the duty of the disaster council and it is empowered to develop and recommend for adoption by the city council emergency and mutual aid plans and agreements and such ordinances and resolutions as are necessary to implement such plans and agreements. The disaster council shall meet at least quarterly and upon call of the chairman or, in his absence from the city or inability to call such meeting, upon call of the vice-chairman.

(Code 1957, § 7.4)

The Disaster Council has been especially active in developing disaster preparedness and emergency plans. The Council has had good attendance by other agencies including Los Angeles Fire Department, American Red Cross, Providence Holy Cross Hospital, and Los Angeles Search and Rescue. The Disaster Council provides an opportunity to maintain relations with these important agencies and others serving the City of San Fernando. The Public Works Department and the Police Department work together to facilitate the meetings.

BUDGET IMPACT:

There is no budget impact associated with this item.

CONCLUSION:

The appointments of Disaster Council members are important towards achieving a quorum to hold meetings.

Staff recommends the re-appointment of Diane Shepherd as representative of the California Emergency Mobile Patrol and appointment of Barbara Mariscal as representative of the American Red Cross to the Disaster Council for a two-year.



This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Julian J. Venegas, Director of Recreation and Community Services

Date: June 4, 2018

Subject: Consideration to Approve Baseball Fields and Concession Stand Non-Exclusive

License Agreements for the Wild Horse Children's Foundation

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a Baseball Fields and Concession Stand Non-Exclusive License Agreement (Attachment "A" – Contract No. 1886) with the Wild Horse Children's Foundation to grant access to use park facilities at Pioneer Park.

BACKGROUND:

- 1. Since 1948, the City has provided youth organizations access to local public parks and fields so that children may benefit from recreational sports activities, which included informal partnerships with various youth baseball leagues for use of recreational and athletic facilities to host youth baseball operations.
- 2. Since March 9, 2018, City staff has been working closely with the Wild Horse Children's Foundation (Foundation) to possibly establish a collaboration which would focus on youth health, wellness, nutrition and sports programs at Pioneer Park, located at 828 Harding Street, San Fernando.
- 3. The Foundation is a non-profit organization dedicated to providing youth comprehensive health and wellness services to children involved in sporting activities.
- 4. On April 16, 2018, the City Council formally approved a partnership with the Foundation related to program enhancements and capital improvements at Pioneer Park.
- 5. The proposed non-exclusive license agreement for baseball fields and concession stand use is the initial phase of the program enhancements the Wild Horse Children's Foundation will implement. City staff has been working closely with Foundation representatives to identify and secure funding opportunities for facility improvements.

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE. SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

Consideration to Approve Baseball Fields and Concession Stand Non-Exclusive License Agreements for Wild Horse Children's Foundation

Page 2 of 3

ANALYSIS:

Youth Baseball Leagues (Leagues)

For over 40 years, the City has partnered with the local youth baseball leagues by providing athletic facilities (including baseball fields and concession stands) to host League operations. The City is currently home to two leagues that provide services to approximately 300 youth in the Northeast San Fernando Valley, including the cities of Pacoima, Arleta, Sylmar, and the City of San Fernando. The Leagues include the following:

- Santa Rosa Baseball League
 - Field use: Las Palmas Park, located at 505 South Huntington Street, which includes four baseball fields, one concession stand, and occasional meeting rooms.
 - o Months of Activity: January June, December.
- San Fernando National Little League
 - Field use: Pioneer Park, located at 828 Harding Avenue, which includes two baseball fields and one concession stand; and Recreation Park located at 208 Park Avenue, which includes one baseball field.
 - o Months of Activity: January June, September December.

Proposed Non-Exclusive License Agreements

The proposed Non-Exclusive License Agreement with the Wild Horse Children's Foundation includes use of:

- Field use: Pioneer Park, located at 828 Harding Street, which includes two baseball fields and one concession stand.
- Months of Activity: January September.
 - o Field and concession stand use shall be shared between the San Fernando Little League and the Wild Horse Children's Foundation.

The proposed Non-Exclusive License Agreements will continue to provide key points that outline the facility usage of Pioneer Park's fields, concession stands, rules/procedures, fees, insurance requirements, and liability/indemnification provisions. However, staff recommends that the following modifications are included:

- Extend the Agreements to a duration of 3 years: This will allow the Foundation to apply for grant opportunities as a non-profit organization to secure funding for capital improvements for Pioneer Park.
- Include a Financial Reporting component (Section 4.1-4.3 of Attachment "A" and "B"): This will allow City staff to ensure the Foundation is and continues to be a financial viable partner.

Consideration to Approve Baseball Fields and Concession Stand Non-Exclusive License Agreements for Wild Horse Children's Foundation

Page 3 of 3

BUDGET IMPACT:

Per the Agreement, the Wild Horse Foundation will pay a Facility impact fee of \$15 per youth enrolled in the baseball program and \$15 per each youth on all teams participating in a tournament. Impact fees are determined by City Council and subject to change. This fee is in line with the fees paid by the other Non-exclusive License Agreements.

CONCLUSION:

Since 1948, the City has provided youth organizations access to local public parks and fields so that children may benefit from recreational sport activities. The City is committed to this tradition by continuing to collaborate with the youth Leagues and community based organizations. The proposed Agreement for the corresponding City ball fields and concession stands are intended to continue to provide greater clarity and assurance to both the City and the Foundation on the roles and responsibilities of both parties under which the City is providing the Foundation with continued access to said City facilities. In addition, new sections to the Agreement will allow for the Foundation to secure funding for future capital improvements and ensure the Foundation is a financially viable partner. Therefore, it is staff's recommendation that the City Council authorize the City Manager to execute a Baseball Fields and Concession Stand Non-Exclusive License Agreement with the Wild Horse Children's Foundation to grant access to use baseball fields and the concession stand at Pioneer Park.

ATTACHMENT:

A. Contract No. 1886 - License Agreement with Wild Horse Children's Foundation

NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF CITY OF SAN FERNANDO PIONEER PARK BASEBALL FIELDS

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF PIONEER PARK (this "**Agreement**") is made and entered into as of June 4, 2018, by and between the CITY OF SAN FERNANDO, a California municipal corporation ("**City**"), and the WILD HORSE FUNDATION, a non-profit organization ("**Foundation**"), and with respect to the following:

RECITALS:

WHEREAS, City and Foundation have common goals to promote and provide a comprehensive health and wellness within a community recreation and education programs that contribute to the general welfare of the San Fernando community, and otherwise encourage the development of good citizenship and enhance the quality of life, of the residents of the City;

WHEREAS, Foundation is a youth service organization that operates within the City of San Fernando; and

WHEREAS, City owns and operates the Pioneer Park (the "Facility"), located at 828 Harding Avenue in the City of San Fernando; and

WHEREAS, Foundation desires to use the Facility for health and wellness services that revolve around sport activities, specifically, for practices and games for the Foundation's youth participants; and

WHEREAS, Foundation has requested the use of two baseball fields, south end grass area, and

WHEREAS, City is willing to provide access to the requested Facility, upon the terms, provisions and conditions hereinafter set forth; and

WHEREAS, the terms of this Agreement were approved by the City Council of the City of San Fernando at its meeting of June 4, 2018 as part of the conditions of approval for the Foundation's use of the Facility.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and the Foundation hereby agree as follows:

1. FACILITY.

- Availability for Wild Horse Foundation Use. Except as otherwise provided 1.1. herein, the Foundation shall have a non-exclusive license to use the Facility for purpose of conducting seasonal youth sports games and practice. Conduct of such youth sports games for a period of time commencing on June 5, April 16, 2018 and through July 31, 2026. Such activities include the conduct of the nutritional assistance, tutoring, psychological, and emotional assistance, parenting and financial classes'. Any additional activities of any kind, including tournaments involving other organizations or entities such as inter Foundation games or tournaments, and traveling team games or tournaments are prohibited without City's prior written permission. Any such written permission by the City for unauthorized use of the Facility will subject to regular resident facility use fee rates." In addition, under no circumstances shall the Foundation sublease the use of the Facility or otherwise allow any other persons or organization to use the Facility for any Violation of the foregoing shall constitute an immediate breach of this Agreement and the City shall be authorized to immediately terminate or suspend this Agreement without the need to first issue a Default Notice or allow for any cure period.
- 1.2. The City shall provide the Foundation, on a non-exclusive basis, access to two baseball fields and south end grass area at the Facility for Foundation sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. Foundations right of access and use to the Facility shall be non-exclusive and shall at all times be subordinate and subject to City's ownership rights in the Facility and the underlying real property where the Facility is located.
- 1.3. The Foundation shall comply with all terms of the Rental and Usage Terms set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 1.4. The Foundation will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit "B".
- 1.5. The Foundation will provide the City with a practice and game schedule as soon as reasonably possible but in no event later than seven (7) days prior to opening day or a giving sport activity.
- 1.6. Foundation shall be permitted to hang up Foundation banners and advertisement banners at the Facility for Foundation purposes as set forth in Banner Program Guidelines in Exhibit C, attached hereto and incorporated herein by this reference.
- 1.7. Foundation shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule Exhibit "D", attached hereto and incorporated herein by this reference.

- 1.8. City shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule as set forth in Exhibit "D", attached hereto and incorporated herein by this reference.
- 1.9. Right of Entry If the Foundation would like to perform any modifications and improvements to the Facility, it may request a Right of Entry Permit (ROE). A ROE permit will be required if Foundation desires to make any modifications and/or improvements to the Facility. A ROE will require a license agreement between the City and Foundation prior to commencement of any modifications and/or improvements to the Facility. To initiate meetings regarding a ROE, please write a request in writing to the City of San Fernando and address the City Manager and copy Julian Venegas, Director of Recreation and Community Services.

2. LIABILITY & INDEMNIFICATION.

- 2.1 Foundation agrees to be financially responsible for all destruction of, damage to, or unnecessary abuse of City buildings, grounds or equipment in any way arising out of the use of occupancy thereof by the Foundation.
- 2.2 The Foundation agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of the Foundation, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.
- 2.3 Prior to the beginning of each season, the Foundation shall also require all of its players and coaches to submit properly executed individual waivers containing similarly indemnifications listed in 2.1 holding the City and its officials and employees harmless from any liability associated with their use of the Park or any City-owned practice facilities used by Foundation. Refer to Exhibit "E" for liability sample.
- 2.4 The provisions of this Section, shall survive the expiration or termination of this Agreement, for a period of three years.

3. INSURANCE.

- 3.1 <u>Coverage</u>. Foundation shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the insurance listed below:
 - A. Foundation shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the

Facility that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name City as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of City.

- B. Foundation agrees that if it does not keep the insurance required in this Agreement in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to Foundation, City may take out the necessary insurance and pay, at Foundation expense, the premium thereon.
- 3.2 <u>Certificate</u>. Foundation shall supply City with a Certificate of Insurance as a precondition to commencing any activities at the Facility.
- 3.3 <u>Waiver</u>. Foundation waives any and all rights of recovery against City for loss of, or damage to, Foundation's property or the property of others under Foundation's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Foundation shall, upon obtaining any policies of insurance affecting the Facility, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

4. FINANCIAL REPORTING.

- 4.1 Upon request, the Foundation shall submit to the City the following fiscal documents within 45 days:
 - i. Annual Form 990 or Form 990-EZ (if gross receipts are over \$50,000) or Form 990-N (if gross receipts are less than \$50,000) every year as required by the IRS.
 - ii. Annual budget (prepared by Foundation's Treasurer or Certified Public Accountant).
 - iii. Proof of Employer Identification number (EIN).
 - iv. Tax except Letters from IRS.
 - v. California Franchise Tax Board Verification Letter.
 - vi. Copy of Form 1013.
 - vii. Organizations by-laws, including mission, rules for board meetings, fiscal responsibilities, and code of ethics.
 - viii. List of all active board members (proof of activity).
- 4.2 Foundation can be subject to an independent audit (at the cost of the Foundation) as requested by the City of San Fernando.

- 4.3 Foundation shall maintain annual membership of the California Association of Non-profits and/or National Association of Non-profits.
 - **5. TERM OF AGREEMENT**. The term of this Agreement and the license rights sent forth herein shall commence June 5, 2018 and end July 31, 2021, unless earlier terminated in accordance with this Agreement.

6. TERMINATION OF AGREEMENT.

- 6.1 <u>TERMINATION WITHOUT CAUSE.</u> Either party may terminate this Agreement without cause by providing thirty (30) days prior notice to the other party.
- 6.2 TERMINATION WITH CAUSE; EVENTS OF DEFAULT; BREACH OF AGREEMENT:
 - A. In the event either Party fails to adhere to any term or condition set forth under this Agreement, including Exhibits "A", "B", "C" and "D" (or fails to timely perform or properly perform any such duty, obligation, 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 6.2(B) and 6.2(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
 - B. The Foundation 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 the Foundation to timely provide CITY or CITY's employees or agents with copies of necessary permits or other documentation required under this Agreement. Prior to the expiration of the 3-day cure period, the Foundation may submit a written request for additional time to cure the Event of Default upon a showing that the Foundation 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 6.2(B)(i) that exceeds three (3) 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, the Foundation may submit a written request for additional time to cure the Event of Default upon a showing that the Foundation 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 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
- iii. In addition to any other failure on the part of the Foundation to adhere to any term or condition set forth under this Agreement and its Exhibits (or where the Foundation fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an Event of Default on the part of the Foundation shall include, but shall not be limited to the following: (i) the Foundation'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; (ii) the Foundation's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation, including but not limited to the conditions, restrictions or prohibitions set forth in any permit issued to the Foundation by the City of San Fernando; (iii) the Foundation's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (iv) CITY's discovery that a statement representation or warranty by the Foundation relating to this Agreement is false, misleading or erroneous in any material respect.
- C. CITY shall cure any Event of Default asserted by the Foundation within forty-five (45) calendar days of the Foundation'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.
- D. CITY, in its sole and absolute discretion, may also immediately suspend the Foundation's access and use of the Facility under this Agreement pending the Foundation 's cure of any Event of Default by giving the Foundation written notice of CITY's intent to suspend the Foundation's access and use of the Facility (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, the City reserves the right to restrict the Foundation's access to portions of the Facility that the Foundation would otherwise be permitted to use under this Agreement, including the use of the concession stand.

- 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 terms and conditions 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 the Foundation, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to the Foundation, the CITY may suspend or terminate the Foundation's access and use of a portion of the Facility that the City has determined has not been used in compliance with the terms and conditions of this Agreement, for a period of time up to or including the remainder of the Term of this Agreement;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for the Foundation's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy. The Foundation 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, the Foundation's sole remedy shall be the suspension or termination of this Agreement.
- 6.3 <u>SCOPE OF WAIVER</u>. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- **7. NONDISCRIMINATION**. Foundation shall not discriminate on the basis of race, color, sex, age, religion, national origin or any other basis prohibited by law in its use of the Facility. A copy of the Foundation's non-discrimination policy will be provided prior to opening day.

8. FEES AND CHARGES.

8.1 Fees.

- A. For each Foundation season, the CITY will charge the Foundation for use of the Facility an impact fee of \$15.00 per youth enrolled in the Foundations program. Impact fees are determined by City Council and are subject to change at their discretion. The Foundation shall submit an initial roster no later than 10 days prior to the start of the season and a final roster no later than 45 days from start of season.
- B. Foundation shall obtain and maintain, at its sole cost and expense a non-profit status as required by State and Federal law. Foundation shall provide the most recent filed Federal and State financial statements.
- C. Foundation shall ensure that a minimum of Ten Percent (10%) of the youth participating in the Foundation are residents of the CITY. Proof of residency must be available upon 45 days of request.
- D. The Foundation shall annually disclose the cost of registration for the Foundation participants to the CITY each prior to the beginning of each season.
- E. The Foundation agrees to submit to the CITY a map showing the geographical area that comprises its district. CITY shall provide, upon the Foundation's request, a current street map index in order to allow verification of CITY residency.
- F. The Foundation will submit a report to the CITY no later than 45 days from start of season containing the following information: the number of children registered, their ages, the number of teams, any special honors earned, special programs, camps or clinics held, the number of CITY residents registered, and the cost of registration.
- G. Foundation agrees to compensate the CITY for the use of the Facility provided under this Agreement, and Foundations agrees to accept in full satisfaction for use of such facility.
- 8.2 <u>Billing</u>. City shall submit to the Foundation an initial invoice, at the beginning of the each season, tournament or special event for the use of the Facility provided pursuant to this Agreement. Any invoice dispute for facilities/services provided shall be submitted within ten (10) business days of receipt of the invoice. After receiving a final roster in accordance with section 8.1(A) of this agreement, the City will submit final invoice, or issue a refund, for any difference in players from the initial invoice.

- 8.3 <u>Method of Payment</u>. Impact Fees shall be paid thirty (30) calendar days from the date of invoice. Payment for tournament and special event use shall be paid no more than ten (10) days after date of event.
- 9. **APPLICABLE LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 10. **NOTICE**. Any notice, request, direction, instruction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

Organization: The Wild Horse Foundation

11767 South Dixie Highway Suite 327

Miami, Florida 33156 Attention: Lisette Carnet

Email: lisettecarnet@gmail.com

City: City of San Fernando

117 Mcneil Street

San Fernando, California 91340

Attention: Julian Venegas, RCS Director

Telephone: (818) 898-7381 email: jvenegas@sfcity.org

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

11. **ATTORNEYS' FEES**. In the event that legal action is necessary to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to recover attorney's fees from the opposing party in any amount determined by the court to be reasonable.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.			
APPROVED AND ADOPTED this	day of, 2018.		
CITY OF SAN FERNANDO	The Wild Horse Children's Foundation		
Alexander P. Meyerhoff City Manager	Lissette Carnet Executive Director		
ATTEST:			
Elena G. Chavez City Clerk			
APPROVED AS TO FORM:			
Rick R. Olivarez			

City Attorney

--- EXHIBITS FOR FOUNDATIONS FACILITY USE AGREEMENTS ---

EXHIBIT "A"

Usage Hours of Operation

Usage Hours of Operation				
Baseball fields (Pre-Season) Dates to				
Event	Date ((s)	Description/Notes	
Field #1			•	
Field #2				
Baseball fields	(Regular Seas	on)	to	
Event	Date (Description/Notes	
Field #1				
Field #2				
Concession Stand				
Tournaments/Clinic				
Event	Date ((s)	Description/Notes	
Keys Events				
Event	Date (s)	Description/Notes		
Opening Day	TBD	• Event gathers high volume of participants.		
		_	ecial Event Application required and due	
		<u>45</u>	days prior to event.	
Closing Ceremony	TBD	• Event gathers high volume of participants.		
		• <u>Spe</u>	ecial Event Application required and due	
		45	days prior to event.	
Tournaments	TBD	Special Event Application required and due		
		<u>45</u>	days prior to event.	

EXHIBIT "B"

RENTAL AND USAGE TERMS

- 1. The Foundation further states that, to the best of his/her knowledge, the CITY property, for use of which application is herby made, will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
- 2. Agreement is only good for activities and times stated. Any additional activities and/or hours will require submission of appropriate application.
- 3. The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in CITY facilities. **NO SMOKING** is allowed on or in CITY facilities. Betting and/or other forms of gambling is **NOT ALLOWED**.
- 4. Responsible adults (21 years or older) must be present AT ALL TIMES when a group of minors are using the facilities.
- 5. The Foundation shall have a copy of this agreement available on site at all times.
- 6. Arrival of set party **shall not** be earlier than set time on the application. Departure of set party **shall not exceed** set time on application. Set-up/Clean-up time <u>MUST</u> be accounted for in the set time of the contract. A penalty charge **will be assessed** if arrival is earlier or if departure is later than set time.
- 7. Persons in attendance shall restrict their activities to those facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
- 8. There will be **no storage provided**. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, etc.). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
- 9. Upon the conclusion of the event, the agent and/or the organization must leave the facilities in the **same condition** as found. Such condition to be determined by an authorized representative. The Foundation shall be financially responsible for damages and/or cleaning needs required to restore concession stand back to its pre-occupied condition. If the Foundation leaves the facilities in same conditions as found a \$250 credit will be applied to the yearly impact fee invoice.
- 10. The CITY's Public Works Department will schedule a mandatory maintenance training for the Foundation if time permits. A minimum of 50% of coaching staff and Foundation representatives are required to attend. If Foundation complies with mandatory maintenance training a \$250 credit will be applied to the yearly impact invoice.

- 11. Keys can only be used during permit hours. All keys shall be returned upon expiration of permits. Failure to return keys shall result in a fee for key replacement and may result in a fee for re-keying of facilities.
- 12. The Foundation and/or their representatives shall maintain a civil attitude, mutual respect and team cooperation at all times. Failure to do so may result in revocation of permit.
- 13. The Foundation and/or their representatives shall promptly report any deficiencies of facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
- 14. The Foundation and/or their representatives shall arrive with sufficient amount of time to inspect facilities and allow for repairs.
- 15. The Foundation and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field and filling small divots. The CITY shall provide materials and secure means for storage on site. Public Works will host a Maintenance Workshop at Pioneer Park at a later date to be determined. Refer to Exhibit "D" for further details. In addition, the Foundation shall maintain and/or "clean" the Facility's concession stand/storage room at all times during this agreement and/or during use of the Facility.
- 16. Use of snack bar requires compliance of all local and state regulations and permits, which includes a Los Angeles County Health Department Public Health Permit that is to be posted at the snack bar at all times during operation.
- 17. The snack bar is to be used to sell/serve prepackaged and pre-made foods only and in the manner prescribed by the California Retail Food Code and the Los Angeles County Department of Public Health/Environmental Health. The Foundation may not prepare food onsite, however, the City may on limited a case-by-case basis grant limited authorization for onsite food preparation which authorization may be granted, denied or conditionally granted by the City in writing in the City's sole and absolute discretion. Any proposal for onsite preparation of food shall require a minimum of 30 days prior written notice of such request to the City and the City reserves the right to impose such conditions as it deems reasonable and necessary, including the presentation of written documentation that proves to the reasonable satisfaction of the City that the Foundation has obtained valid license from the County of Los Angeles authorizing the preparation of food in the manner contemplated by the Foundation. Under no circumstances may the Foundation store food preparation equipment or other cooking supplies on any part of the Facility, with the prior written consent of the City which consent may be granted, denied or conditionally granted in the City's sole and absolute discretion.
- 18. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 1:00 p.m. and will be forwarded to the CITYS Public Works Department that same day. The following is the contact information for the main office: (818) 898-1290 Monday through Thursday 9:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m. Friday Closed

Any repair inquiries placed after 1:00 p.m. will be addressed the following business day.

Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies dial 911.

EXHIBIT "C"

Banner Program Guidelines

- Subject to the terms and conditions set forth in this Agreement, the Foundation shall be
 permitted to operate a banner program that will include managing the sales, ordering (if
 necessary), installation, maintenance, removal and disposal of banners in specified locations
 in baseball fields or on Facility (the "banner advertising program"), as more particularly
 described below.
- Except as otherwise authorized by CITY in writing, the Foundation shall, at its sole cost and expense, furnish all materials and equipment, excluding CITY park equipment, that may be required for Banner Program under to this Agreement.
- This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.
- Foundation shall make all documents, invoices and other records maintained by the Foundation in connection with this Agreement available to CITY for review and audit upon twenty-four (24) advance notice. CITY may conduct such review and audit at any time during Foundation's regular working hours.
- CITY shall provide the Foundation with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Foundation services.
- At completion of the season, the Foundation shall provide the CITY a summary report of revenues generated from Banner Program.
- In the event any claim or action is brought against the CITY relating to the Foundation's performance in connection with this Agreement, the Foundation shall render any reasonable assistance that the CITY may require.
- Foundation shall remove and dispose of all banner advertisements, excluding Foundation banner advertisements, placed in baseball fields or on the Facility within ten (10) calendar days of the effective date of termination.

ADVERTISING GUIDELINES. CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facility are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. Foundation shall not accept and/or display advertisements:

1.1.1. That involve tobacco or tobacco related products;

- 1.1.2. That involve alcohol or alcohol related products;
- 1.1.3. That involve unlawful or illegal goods (including drugs), services or activities;
- 1.1.4. That involve "junk food" products (for purposes of these guidelines "junk food" means food that is high in calories, fat and/or salt and with low nutritional values);
- 1.1.5. That relate to an adult business (for purposes of these guidelines "adult business" shall have the meaning set forth in Section 106-1022 of Division 2 of Article VI or Chapter 106 of the San Fernando City Code);
 - 1.1.6. That relate to political campaigns or political issues;
 - 1.1.7. That relate to religious issues;
 - 1.1.8. That imply endorsement of any goods, services, or activities by CITY; or
 - 1.1.9. That infringe on any copyright, trade or service mark, title or slogan.

Violation of Advertising. Foundation shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by CITY.

Advertising Guidelines. CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to the Foundation.

ADVERTISING SPACE. Foundation shall be responsible for the installation, removal and off-site disposal of banner advertisements. CITY reserves the right to approve all materials, dimensions and locations of banner advertising to be placed in the locations identified in Section 2.1 below.

Banner Advertisement Placement. Foundation may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Pioneer Park	1, 2	outfield fences
Pioneer Park	1, 2	dugouts, backstops
Pioneer Park	1, 2	bleachers

Foundation, at no cost to the CITY, shall provide additional hardware as needed to prepare the locations identified above for the installation of banner advertisements. All additional hardware, once installed, shall become the CITY's property and shall not be removed by Foundation, unless requested by the CITY. Foundation shall provide the City Representative

with photographic record of installed banner advertisements within three (3) business days of installation.

Banner Advertisement Dimensions. Excluding CITY banner advertisements, all banner advertisements shall meet the following dimension requirements:

Park	Location	Maximum Dimensions
Pioneer Park	Outfield fences	12ft x 3.5ft
	Dugouts	12ft x 3.5ft
	Bleachers	12ft x 3.5ft
	Tennis court	12ft x 3.5ft

City Use of Banner Advertisement Locations. CITY may advertise or promote CITY programs and events at one (1) or more of the advertising locations identified above at no cost to the CITY. CITY shall provide Foundation with a minimum fifteen (15) day advance notice, specifying the program or event and the dates for posting, prior to the installation date of the CITY's banner advertisement.

BANNER ADVERTISING MATERIALS. All banner advertising materials shall be of the highest industry standards. All banner advertisements shall be affixed using short-term removable material.

<u>CHANGE OF BANNER ADVERTISEMENT</u>. The change out of banner advertisements is Foundation's sole responsibility and shall be performed Mondays through Sunday (when fields are not in use) during the hours of 8 a.m. and 6:00 p.m.

BANNER ADVERTISEMENT MAINTENANCE. Foundation shall maintain banner advertisements in a clean condition free from dirt or residue.

DAMAGE TO BANNER ADVERTISEMENTS. CITY assumes no liability for damages to banner advertisements as a result of causes beyond the control, and without the fault or negligence of the CITY. Foundation shall advise advertisers that vinyl banner advertisements have a limited life span due to sun fading, possible wind damage or vandalism. If a damaged banner advertisement needs to be removed, the CITY shall make its best effort to notify Foundation via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

Foundation shall remove a banner advertisement, or portion thereof, that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, at no

cost to CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to Foundation.

If the deficiencies are not corrected within three (3) business days from the date of the CITY's written notice, the CITY may remove the material and bill Foundation accordingly for labor. CITY shall charge Foundation the standard hourly wage for a CITY Maintenance Worker to remove the material. Foundation shall remit payment to CITY within thirty (30) business days of receipt of the CITY's invoice.

If Foundation fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

GRAFFITI. In the event that any banner advertising is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to Foundation and request Foundation's replacement of the advertisement at no cost to the CITY. Foundation shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. Foundation, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.

REMOVAL OF DATED MATERIALS. Foundation shall apply an expiration date to the advertising terms for all banner advertisements with dated content. Foundation shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

EXHIBIT "D"

Maintenance Schedule

CITY shall ensure that Facility is properly maintained daily as set forth in this Maintenance Schedule.

Activity Description	Performed	Notes
Inspect fields/dugouts/etc.	2x per year (pre, mid season)	To be conducted with city and
		Foundation representatives.
Inspect concession stands	2x per year (pre, mid season)	To be conducted with city and
		Foundation representatives.
Maintenance and repair of	1x per year (extensive)	Any inquiries regarding
field secured equipment	As needed throughout the	maintenance/repairs, please
(fences, base anchors)	season.	refer to Exhibit "B."
		Note: all inquiries will be
		reviewed by staff and
		prioritized based on urgency,
		safety, and budgetary
A (C' 11 (' C' 11 0	1 ()	restraints.
Aerate fields (infield & outfields)	1x per year (post season)	
Diamond dragging/leveling	Yearly (pre season)	
Mowing	During season: 1 x week	
	Playoffs/tournaments: 2x week	
Edging (infields)	As needed	
Herbicide –	1-2 times/year	
broadgrass/crapgrass		
Irrigation times and	As needed	
maintenance.		
Seeding and/or sod cut	1x/year (pre/post season)	Requires 12-16 weeks to
		mature (Mid October-Mid
		January)
Compost (infields)	1x/year (pre season)	
50/50 (infields)	1x/year (pre season)	
Top dress (infields)	1x/year (pre season)	
Verti-cut/Dethatch/Scalp	1x/year (post season)	

Foundation shall ensure that fifty percent (50%) of coaches/Foundation representatives attend one Maintenance Workshop (dates TBD) prior to each season that shall be conducted by the CITY's Public Works Department. The Foundation shall ensure that the Facility is properly maintained daily as set forth in the workshop. This shall also include minor repairs such as dragging of fields and filling of small divots. Refer to Exhibit "B" #15.

1

S7130-0001\1423452v1.doc

EXHIBIT "E"

Liability Sample

City of San Fernando

Release, Waiver of Liability, Assumption of Risk and Hold Harmless Indemnification Agreement (Please Read Carefully Before Signing)

In consideration my participation with the San Fernando National Little Foundation, "the Foundation", I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of San Fernando as a result of my participation in the Foundation. This release is intended to discharge the City of San Fernando, its officers, officials, employees, and volunteers from and against any and all liability arising out of or connected in any way with my participation in the Foundation, even though that liability may arise out of the negligence or carelessness on the part of persons or Entities mentioned above. I further understand that accidents and injuries can arise out of the Foundation; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to indemnify and holds harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me, or my heirs or assigns, for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

Participant's	Signature	Date	
Participant's	Printed Name		
FOR MINOR	S (UNDER 18 AT THE TIME OF RE	GISTRATION)	
have read and LIABILITY,	understand the significance of this RE	HOLD HARMLESS INDEMNIFICATION	
Parent/Legal	Guardians Signature	Date	
Parent/Legal	Guardians Printed Name		

2

S7130-0001\1423452v1.doc

This Page
Intentionally
Left Blank



This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Julian J. Venegas, Director of Recreation and Community Services

Date: June 4, 2018

Subject: Consideration to Approve an Amendment to the Professional Service Agreement

with RJM Design Group, Inc. to Include Additional Costs Associated with the Park

Master Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an amendment to the Professional Service Agreement (Attachment "A"- Contact No. 1826(a)) with RJM Design, Inc (RJM) to include additional costs associated with the Park Master Plan (PMP); and
- b. Authorize the City Manager to execute payment for the additional coast.

BACKGROUND:

- 1. On June 20, 2016, the City Council awarded Contract No. 1826 (Attachment "B") to RJM Design, Inc in the amount of \$70,860 for Park Master Plan Development Services.
- 2. On January 18, 2017, RJM followed up with the Director of Recreation and Community Services (RCS) in regards to a \$5,000 contract amendment for reimbursable expenses.
- 3. Due to staff turnover, the amendment was not completed.

ANALYSIS:

Park Master Plan (PMP)

The purpose of a Park Master Plan is to develop a comprehensive vision for the park and recreation programs in context with their location, resources, and visions of the community. In cooperation with City Council, staff, partners, and community members, a plan was developed that contains tangible and often visible statements of where the park is now, what it should be

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE, SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

Consideration to Approve an Amendment to the Professional Service Agreement with RJM Design Group, Inc. to Include Additional Costs Associated with the Park Master Plan Page 2 of 2

in the future and what is required to get there. The ultimate goal is to build a framework for park and recreation programs for the next 15 to 30 years.

In order to develop the Park Master Plan, the City released a Request for Proposal for PMP development services. City staff received proposals from five firms from which RJM Design Group was selected. The Professional Service Agreement was taken to City Council for approval on June 20, 2016. The contract was awarded and work began shortly thereafter in August 2016.

Upon completion of the PMP in February 2018, City staff received a final invoice for reimbursable expenses that were not included in the original contract amount, but were outlined in the Revised Proposal provided by RJM on June 12, 2016. After further discussion it was understood that a contract amendment was to have been completed during mid-year in February 2017 and to have included a \$5,000 increase to the original contract amount for reimbursable expenses (Attachment "C"- Email Communication). Due to staff turnover, the amendment was not completed and work continued on the PMP.

BUDGET IMPACT:

There is no budget impact to the Fiscal Year 2017-2018 General Fund. The monies to account for the additional contract cost have been identified within the Recreation and Community Services Department adopted budget.

CONCLUSION:

Approval of an amendment to the Professional Service Agreement with RJM Design, Inc. allows for the final invoice to be processed and bring the City's contractual agreement with RJM Design, Inc. to its conclusion.

ATTACHMENTS:

- A. Contract No. 1826(a)
- B. Contract No. 1826
- C. Email Communication

ATEAGHMENT "A" CONTRACT NO. 1826(a)

06/20/2016

CC Meeting Agenda

31591 Camino Capistrano San Juan Capistrano, CA 92675 www.RJMdesigngroup.com [949] 493-2690 fax [949] 493-2600 phono



June 12, 2016

Mr. Ismael Aguila Recreation and Community Services Director City of San Fernando 117 Macneil St San Fernando, CA 91340

RE: San Fernando Park Master Plan Development Services

Dear Ismael:

It is with sincere interest that we present this revised proposal for professional consulting services for the development of San Fernando's Park and Recreation Master Plan.

Based upon our recent discussions, and our familiarity with the City's goals we have developed a Scope of Work which defines a timely and efficient approach to the preparation of Master Plan Document. Throughout our proposed activities, we anticipate close coordination with you and staff via virtual conferencing and staff training. This close coordination and review of our combined work on an ongoing basis will insure the projects evolution in the most efficient and expeditious manner.

We look forward to developing a close working relationship with you on this exciting project. If you have any questions or comments after reviewing this proposal, please do not hesitate to contact us.

Sincerely, **RJM Design Group, Inc.**

Zachary M. Mueting Associate Landscape Architect

CC Meeting Agenda

Page 704 of 767

The services that the Consultant Team shall perform under this scope of work include the following:

PHASE 1.0: PROJECT INITIATION

TASK 1.1 Conduct an initial kick-off meeting via GoToMeeting with the City to confirm and clarify the scope of work and project parameters, project background and objectives, determine public involvement strategies, work products, methodology, schedule, and roles and responsibilities.

TASK 1.2 Coordinate document review information. City staff to provide pertinent data including, but not limited to:

- San Fernando's General Plan
- Parks Action Program (1992)
- San Fernando Trails Plan
- Capital Improvement Project information on parks and facilities
- Park and amenity listing
- City parks, facilities and trails map
- Updated school site and amenity information
- Contact listing for park and recreation representatives, youth sports leagues, private/non-profit recreation services, etc.
- Recent demographic surveys
- Recent economic profile

(NOTE: It is assumed that text, charts, and maps from the City are available in a digital format.)

TASK 1.3 Review pertinent data provided by the City, and prepare data base information in a convenient recall format.

MEETINGS:

One (1) GoToMeeting with the City staff

PRODUCTS:

Project Time Schedule, Information Request

PHASE 2.0: COMMUNITY PROFILE

TASK 2.1 Base Map Preparation

Base mapping information provided by the City. We will prepare a base map of the planning area. This map will later be used to:

- A. Analyze the existing park system.
- B. Update the existing parks, open space and recreation facilities map.
- C. Develop a service radius map of existing parks.

TASK 2.2 Community Demographic Profile

A. Understanding the recreation needs and preferences of San Fernando residents first depends upon an understanding of the population and its demographic characteristics. Steps in this process involve a review of data regarding San Fernando's population base as defined in the 2000 and 2010 Censuses and updates provided by the City or derived from other sources such as the 2014 American Community Survey. Current year estimates of key variables can also be obtained from the California Department of Finance. As available, demographic data regarding age, household size, ethnic profile and income characteristics will be used in the analysis. Trends in these measures, which tend to be highly correlated with recreation patterns, will be examined.

CC Meeting Agenda

Page 705 of 767

Today's decisions regarding recreation facilities and programs need to accommodate both population growth as well as change in demography. The historic data will be analyzed and projections of future population will be prepared using information and input from other agencies and City staff.¹ This evaluation will provide estimates of the current population base and projections of future growth over the next 15 years.

Detailed demographic data regarding such variables as age, presence of children, ethnicity, household size, and income characteristics will be analyzed in order to identify special populations such as seniors, teens, preschoolers, etc. for use in the demand analysis. Special attention will be given to any sub-groups of the population which show unusual trends of change.

MEETINGS:

None

PRODUCTS:

Community Profile

Evaluation of parks, facilities, programs and services

PHASE 3.0: ANALYSIS OF THE PARKS, FACILITIES AND PROGRAMS

TASK 3.1 Inventory of Existing Facilities (City Developed Section)

- A. City to provide inventory of existing facilities including:
 - 1. Recreation element inventory for each facility.
 - 2. Digital aerials of each park & school site.
 - 3. City to prepare updated matrix of existing facilities which will include type of park, park location, park size, quantity of park amenities, usage, compliance with ADA requirements, and quality and condition of park.

Note: Private facilities, agencies, and Homeowner's Associations, parks, recreational facilities, and open space areas will not be visited by consultant. City to provide information on private facilities and agencies for discussion and consideration when evaluating the community's needs. However, these facilities will not be counted in the public recreation facility inventory nor needs assessment.

- B. City staff to prepare matrix of opportunity sites (proposed, planned or under construction) within the City of San Fernando.
- TASK 3.2 RJM to setup and conduct GoToMeeting with City Staff to review parks and facilities inventory, and opportunity sites.

MEETINGS:

One (1) GoToMeeting with the City staff

PRODUCTS:

Existing Recreation Facilities Matrix Existing Recreation Facilities Map

Service Area Radius Map

If needed, data can also be obtained from the Southern California Association of Governments and/or Los Angeles County. In addition, the Consultants will interview the City's Planning and Development Department staff and coordinate with the General Plan to define the extent and timing of future population growth.

CC Meeting Agenda

Page 706 of 767

PHASE 4.0 RECREATION NEEDS ASSESSMENT

TASK 4.1 Community Workshops

An integral component in the creation of a collaborative vision and mission for the Plan is our utilization of an innovative public workshop process. The community will be offered an opportunity to participate and will be informed of the Plan's process. The community feedback from the workshop will provide important input for the prioritization of future parks, and recreation, development in the City. RJM shall plan and conduct a community workshop to maximize community participation. This workshop process will clarify and augment the identified desires of the community developed through other public planning methods. Most importantly, our workshop method is designed to arrive at consensus regarding the priorities perceived by the public for improvements to the Park System.

The workshop is an up to three-hour session, for up to 50 participants. We propose to work closely with City Staff to organize and further define the approach to be used in this process. City staff will be responsible for the promotion of the workshops, facility and equipment coordination, provision of staff to assist with the workshops, and City Staff to assist with Spanish language translation, if necessary. RJM will provide staff training on how to work within groups as a scribe and/or facilitate individual groups. Number of staff needed is coordinated with consultant team no less than two (2) weeks prior to the workshop.

Our team will train City staff on how to conduct their own workshop should the City elect to have an additional workshop with the community. RJM will provide the handouts similar to the first workshop. We will collect the results from (1) one City Staff conducted workshop and include them in the summary document.

TASK 4.2 Stakeholder Interviews

One-on-one interviews with City-selected stakeholders such as City Councilmen, Parks and Recreation Commissioners, School District Supervisors, and City Staff. These one-on-one interviews provide the opportunity to seek insight into the City's values, strengths, weaknesses, and distinctive competencies as well as to identify any private sector and/or non-profit organizations and their capabilities to compete or collaborate with the City in delivery of services. These interviews lay the ground work for an engaging and active public planning process. Consultants will work with staff to identify interviewees. Estimate eight (8) interviews to be conducted during one day.

TASK 4.3 Sports Organization Questionnaire

Soliciting the attitudes and perceived needs of community stakeholders is an essential element in the process. This survey can not only achieve the objective of outreach to these community stakeholders, it further provides valuable information regarding facility usage, team size, recreation seasonality, player volume that is most important in the foundation of the facility needs calculation. The consultants will provide a survey form containing questions relevant to the usage of City recreation facilities by sports organizations in the City. It is expected that the City will take responsibility for distributing these forms to the organized sports groups within the City and following up to assure that each group returns a completed survey. The results will then be tabulated and used to verify and update the participation rates in these sports for use in the demand analysis.

CC Meeting Agenda

Page 707 of 767

TASK 4.4 Analysis of Demand for Parks and Recreation Services Within San Fernando.

In order to determine the current and forecast needs for parks and recreation facilities and programs within San Fernando, it is first necessary to define the recreation usage patterns and resulting park facility usage of the residents of the City. Several sources of information will be used to fully identify the needs and priorities for park facilities and related recreation programs in San Fernando.

Recreation Activity Participation Rates and Standards Over the last 30 years, a number of national and State base studies have been prepared to define population participation rates for a wide variety of recreation and park activities.² However, these rates have been determined to be inaccurate for use at the local level and are no longer recommended for such use. Their inadequacies are grounded in their inability, from a National or State perspective, to represent the population and recreation needs of a local jurisdiction.

The National Recreation and Park Association in their 1983 update to the publication Recreation, Park and Open Space Standards and Guidelines "Park and recreation services are community services. Ideally, the national standards should stand the test in communities of all sizes. However, the reality often makes it difficult or inadvisable to apply national standards without question to specific locales. The uniqueness of every community, due to differing geographical, cultural, climatic, and socioeconomic characteristics, makes it imperative that every community develop its own standards for recreation, parks and open space."

Techniques described below will generate participation rates which are specific to the current residents of San Fernando. These rates will then be used to determine the recreation needs which are unique to the City.

Community-Wide Survey

The Consultant recommends random sample telephone interviewing as the most effective and statistically reliable method to generate unbiased, detailed and accurate data regarding the true current demand for recreation facilities and programs specific to the City of San Fernando. All other survey methods (mail surveys, on-site interviews, web-based questionnaires, focus groups, and workshops, etc.) derive results that may be biased or not statistically representative of the entire City population.

The ability of the telephone survey to represent the current recreation needs of San Fernando's residents is the result of the design of a custom survey questionnaire for the City of San Fernando. The subject areas of this survey will be developed through conversations with Staff and/or community stakeholders. Questionnaire topics may include, but are not limited to, selected demography and attitudes regarding recreation and current usage patterns of community/ neighborhood parks and recreation facilities and programs. Profiles of users and non-users can also be developed and reasons for non-use explored. Most importantly, respondents can be questioned regarding how frequently they, and all members of their household, participate in the various activities which most commonly occur in local parks. The answers to this questioning will be used to develop current participation rates specific to the current residents of San Fernando.

One of the first of these was the Outdoor Recreation Resource Committee study completed in the early 1960s. Similar such studies have been prepared at the state level in California and in various other areas throughout the U.S. Standards developed by the National Recreation and Park Association (NRPA) and published in the 1980's were once used by cities in determining facility need.

CC Meeting Agenda

Page 708 of 767

For the telephone survey, we recommend completion of 200 questionnaires among a random sample of San Fernando resident households, yielding an error margin of \pm 7.1% at a 95% confidence level. The scope assumes a questionnaire length of approximately 9 minutes with a maximum of two questions containing open end/other specify opportunities. This scope assumes that the primary language of the survey will be English with up to 20% of the interviews conducted in Spanish as required by the respondents. This work effort will facilitate an understanding of the differences in recreation attitudes, patterns, and preferences of distinct population groups that comprise the City. Statistically reliable analysis of the results of the survey questions may be available for a menu of respondent and response variables (eg., ethnicity, presence of children, income, frequency of recreation facility or program use, etc.)

The integrity of the responses to the Community-wide survey will be assured through professional interview techniques. Data will be collected by supervised professional interviewers using the resources of a professional field research facility. Ten percent of the total interviews will be validated for accuracy by supervisory staff of the field research firm.

The Consultant will prepare a written summary of the findings of the survey research. These findings will include a detailed analysis of the results of each area of inquiry as well differences in attitudes or recreation patterns that are apparent when examined by distinct population groups that comprise the City.

TASK 4.5 Development of Facility Standards

The results of the Community-wide survey regarding the level of participation in a comprehensive variety of recreation activities by the residents of San Fernando will be calculated and arrayed as a starting point in the analysis. Using a statistical analysis technique which the Consultants have developed for similar studies done elsewhere, the participation rates will be converted into peak day demand estimates for each of the types of recreation activities. By applying design standards, which will be developed in conjunction with the City staff, an estimate of the number of facilities of each type required to satisfy the current and projected demand will be determined. These relationships can be converted into facility standards or "facility need ratios" which relate specifically to the City of San Fernando. They will take the format of one facility required for every X thousand population and will be specific to a menu of different types of recreation facilities. These measures of facility need will be used to determine how many of each type of facility (e.g., ball fields by type, playgrounds, picnic tables, etc.) are required both currently and projected into the future as the population of San Fernando grows and changes.

This analysis represents a unique methodology which has been tested by the Consultant in numerous other park and recreation needs studies and provides facility standards which are specific to the residents of the City of San Fernando. The approach used follows the most recent recommendations of National Recreation and Park Association as determined by their Standards Revision Task Force and utilizes participation data unique to the community being studied. Considerations such as seasonality, design day (or peak day usage), design capacity, and turnover rates are all incorporated into this advanced approach to determining facility need.

The facility standards based on the results of the analysis will be compared to those developed elsewhere and to other information collected during the course of the study to test for reasonableness and applicability to conditions in San Fernando. If indicated, adjustments will be made to the demand estimates.

TASK 4.6 Needs Analysis

The demand estimates described above will then be evaluated in light of the current inventory of recreation facilities to identify surpluses and deficiencies in the existing parks and recreation-related facilities to serve the population base as it exists now and with projections into the future. The degree of need will be used as one criteria to help

CC Meeting Agenda

Page 709 of 767

establish priorities in developing the capital improvements plan.

One of the primary advantages to this methodology for determining need is that it provides a quantitative, unbiased evaluation of the surpluses and deficits in the City's park and recreation facilities, both currently and in terms of future development. Thereby, special interest group needs are exhibited in a context of the entire spectrum of recreation needs and consensus is more readily obtained.

TASK 4.7 Conduct GoToMeeting with City Staff to review needs assessment summary reports, finalize inventory, and review demand & needs analysis.

MEETINGS:

One (1) GoToMeeting with City Staff

Conduct Community Workshops

PRODUCTS:

Community-wide Survey Summary Report Sports Organization Survey and Summary Workshop Summary & Questionnaires Facility Demand and Needs Analysis

PHASE 5.0 KEY ISSUES AND RECOMMENDATIONS

TASK 5.1 Prepare Park and Facility Evaluation and Recommendations

- A. Based on the community planning process, the Consultant shall develop priorities related to the type and number of facilities/amenities/elements recommended for the City of San Fernando Parks and Recreation Master Plan Update.
- B. Prepare recommendations for appropriate and compatible recreation uses.
- C. Identify opportunities and constraints based on current and future needs of the City for the renovation and retrofit of existing parks and facilities.
- D. Prepare preliminary concept diagrams consistent with recreational demands and programming needs identified and park land capacity to meet them.
- E. Prepare proposed Recreation Facility Opportunity Map.

TASK 5.2 Conduct GoToMeeting with City staff to review draft program needs and recommendations, draft facility recommendations and concept plans.

MEETING:

One (1) GoToMeeting with the City staff

PRODUCTS:

Park Concept Diagrams

Proposed Recreation Facilities Map Preliminary Concept Diagrams

Outline of Recommendations and Policies

Goals and Objectives

CC Meeting Agenda

Page 710 of 767

PHASE 6.0 MASTER PLAN DOCUMENT

TASK 6.1 Draft Master Plan

- A. Based on previously outlined tasks, RJM Design Group, Inc. shall develop a text only "screen" draft Master Plan Document and submit to City for review. The City will review the "screen" draft document and provide all refinements compiled on one copy.
- B. Conduct GoToMeeting with City staff to review and discuss refinements to "screen" draft document.
- C. Following City staff review, we will prepare a final draft version for general public distribution and consideration at formal public hearings. Final draft documents will include recommendations specific to parks, recreation and open space, and all summaries related to the development of the findings such as the workshop, community profile, inventories, and prioritization matrix, recently completed studies, phone survey, and questionnaires. (one digital and one hard copy)
- D. Prepare Power Point presentation of Master Plan process and findings.

TASK 6.2 Master Plan Presentation

- A. Meeting with City staff to preview PowerPoint Presentation and discuss Commission/Council joint work session logistics.
- B. After formal City Council action, RJM Design Group, Inc. shall prepare a finalized master plan document that incorporates all Council-directed changes.

MEETINGS:

One (1) Work Session Commission/City Council Meeting

PRODUCTS:

Power Point Presentation

One unbound hardcopy of the final plan and one (1) CD containing an electronic PDF file. The final Master Plan will include maps and text that provides the following information:

- Executive Summary
- Description of the planning process
- Summary of the community profile information
- Assessment of parks and programs currently offered
- Park and facility needs assessment
- Recommendations

CC Meeting Agenda

Page 711 of 767

III. PAYMENT

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of the San Fernando Parks Master Plan project. The following fees include all costs to be incurred by RJM Design Group, Inc. with the exception of reimbursable expenses. Fees for the identified scope of work are as follows:

Description of Work	Not-To-Exceed Fee
Phase 1: Project Initiation	\$ 3,335.00
Phase 2: Community Profile	\$ 7,150.00
Phase 3: Analysis of Parks, Facilities and Programs	\$ 2,410.00
Phase 4: Recreation Needs Assessment	\$ 42,420.00
Phase 5: Key Issues and Recommendations	\$ 5,885.00
Phase 6: Master Plan Document	\$ 9,660.00
Total*:	\$ 70,860.00
Additional Meetings (as requested)	\$ 1,000.00

^{*}Note: The scope of work and associated fees are subject to refinement at Client's request.

REIMBURSABLE EXPENSES (Estimated Allowance \$5,000.00)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above fee proposal:

- Printing, plotting, copying, scanning, photography, graphic expenses
- · Delivery and handling of documents, shipping
- Permits, plan check, and inspection fees
- · City business license

PAYMENTS

Payments are due and payable on a monthly basis following the completion of any substantial phase of work.

Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1.5% of the amount due, compounded monthly.

ADDITIONAL SERVICES

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at consultant's standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client's direction; changes subsequent to Client's approval; or changes in governmental codes or regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Engagement of other consultants not specifically identified below.

CC Meeting Agenda

Page 712 of 767

CONSULTANTS' HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates* below:

RIM DESIGN GROUP, INC.

Principal Landscape Architect	\$165 - \$185 per hour
Associate Landscape Architect	\$145 - \$155 per hour
Project Manager/Landscape Architect	\$130 - \$140 per hour
Job Captain / Landscape Designer	\$115 - \$125 per hour
CADD Technician	\$100 - \$110 per hour
Graphics	\$ 90 per hour
Word Processor	\$ 75 per hour

GALLAGHER CONSULTING

Senior Associate \$130 per hour

RESEARCH NETWORK

Senior Associate \$120 per hour

COMAN CONSULTING

Senior Associate \$110 per hour

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2016. Provisions for fee escalation pertain to all contract extensions and additional work.

Thank you for selecting us to prepare this proposal. During your review, we would be pleased to meet with you and discuss any items that need clarification.

Sincerely,

RJM Design Group, Inc.

Zachary M. Mueting Associate Landscape Architect

^{*}charges for subconsultant services are billed at cost plus a 15% coordination fee.

RJM DESIGN GROUP, INC.

Park Master Plan Development Services

291

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 8th day of February 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and RJM Design Group, Inc. (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

2.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Work"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

1.2 PROSECUTION OF WORK: The Parties agrees as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within FIFTEEN (15) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than TWELVE (12) calendar months from the issuance of the Notice to Proceed (the "Completion Date");
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

Park Master Plan Development Services Page 2 of 17

- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner:
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is on a monthly basis following the completion of any substantial phase of work as referenced on page two of RJM Design Group Cost Summary (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of SEVENTY THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$70,860) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 <u>ACCOUNTING RECORDS</u>: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years

Park Master Plan Development Services
Page 3 of 17

after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of 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 <u>CITY'S REPRESENTATIVES</u>: The CITY hereby designates the City Manager and Ismael Aguila, RCS Director (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 <u>CONSULTANT REPRESENTATIVE</u>: CONSULTANT hereby designates Zachary Mueting to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: CONSULTANT represents, acknowledges and agrees to the following:

Park Master Plan Development Services

Page 4 of 17

- A. CONSULTANT shall perform all Work skillfully, competently and to the standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

Park Master Plan Development Services
Page 5 of 17

- 2.5 <u>ASSIGNMENT</u>: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 <u>COMPLIANCE WITH LAWS</u>: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise

Park Master Plan Development Services

Page 6 of 17

- govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 <u>NON-DISCRIMINATION</u>: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

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

Park Master Plan Development Services

Page 7 of 17

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

Park Master Plan Development Services

Page 8 of 17

represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify and protect CITY as set forth herein.
- 4.2 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the City Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by CONSULTANT in the performance of design professional services under this Agreement. 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

Park Master Plan Development Services

Page 9 of 17

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 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. v expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 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 and hold harmless CITY and CITY's elected and appointed officials, officers, employees, agents and authorized 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 reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's

Park Master Plan Development Services
Page 10 of 17

subcontractors or any other person or entity involved by 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 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.8 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

Park Master Plan Development Services

Page 11 of 17

applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any

Park Master Plan Development Services

Page 12 of 17

bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

Park Master Plan Development Services

Page 13 of 17

- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants

Park Master Plan Development Services

Page 14 of 17

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. However, any use, reuse or modification of Documents and Data for any purpose other than that intended by this Agreement shall be at City's sole risk.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seg.
- 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:

RJM Design Group

Address: 31591 Camino Capistrano San Juan Capistrano, California 92675

Attn: Robert J. Mueting, Principal

Phone: 949-493-2600 Fax: 949-493-2690

Email: rjm@rjmdesigngroup.com

CITY:

City of San Fernando

117 Macneil St. San Fernando, CA 91340

Attn: Ismael Aguila, RCS Director

Phone: 818-898-1237 Fax: 818-361-6728

Email: iaguila@sfcity.org

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

Park Master Plan Development Services

Page 15 of 17

- 6.5 <u>COOPERATION; FURTHER ACTS</u>: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 <u>SUBCONTRACTING</u>: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 <u>ATTORNEYS' FEES</u>: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall be binding on the successors and assigns of the Parties.

Park Master Plan Development Services

Page 16 of 17

- 6.13 <u>NO THIRD PARTY BENEFIT</u>: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 <u>CONSTRUCTION OF AGREEMENT</u>: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 <u>SEVERABILITY</u>: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 <u>AMENDMENT; MODIFICATION</u>: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 <u>CAPTIONS</u>: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 <u>INCONSISTENCIES OR CONFLICTS</u>: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 <u>COUNTERPARTS</u>: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

Park Master Plan Development Services

Page 17 of 17

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

CITY OF SAN FERNANDO

RJM Design Group, Inc.

D.,,

Brian Saeki, City Manager

By:

Name:

Title:

APPROVED AS TO FORM

Bv:

Rick R. Olivarez, City Attorney

Maribel Perez

From:

Zachary Mueting <zach@rimdesigngroup.com>

Sent:

Tuesday, May 01, 2018 11:23 AM

To:

Maribel Perez

Cc:

: Lisa Delano; Anita Weaver

Subject:

Master Plan Billing San Fernando

Attachments:

FW: Master Plan: 32349 951.01.pdf

Follow Up Flag:

Follow up

Due By:

Wednesday, May 02, 2018 10:00 AM

Flag Status:

Flagged

Hello Maribel,

I hope all is well with you and the San Fernando Team. I wanted to circle back to our conversation on the billing discussion back in March.

When we initially entered into our agreement with the City of San Fernando, our proposal included a \$5000 reimbursable expense allowance. Ismael explained that the reimbursable expenses would be added as a separate contract amendment. I spoke briefly to Ismael to confirm this last month and have cc'd him here to correct me if I'm mistaken. It sounds like the contract addendum had fallen through the cracks.

Unfortunately RJM proceeded as though it was included per our conversations back in January 2017 (email attached). This reflects in our records as a total contract fee of \$75,860.

I may have been able to adjust some of the scope/meetings/reimbursables had we not had this confusion, unfortunately we are completed with the contract and I can no longer adjust any scheduling.

Please let me know how best to proceed with the final billing.

Thanks,

Zachary M. Mueting LLA, LEED AP (BD+C)



San Juan Capistrano, CA 92675 (949) 493-2600







Maribel Perez

From:

Anita Weaver <anita@rjmdesigngroup.com>

Sent:

Tuesday, March 13, 2018 9:33 AM

To: Subject: Anita Weaver FW: Master Plan

From: Ismael Aguila [mailto:IAguila@sfcity.org]
Sent: Wednesday, January 18, 2017 1:02 PM

To: Anita Weaver
Cc: Zachary Mueting
Subject: Re: Master Plan

Yes, I think we can have council to approve am mending the contract at mid-year so in February. Will that work? Less red flags. We also lost our city manager as he went to Covina last week.

Ismael

Get Outlook for Android

From: Anita Weaver sent: Wednesday, January 18, 2017 11:47:02 AM

To: Ismael Aguila Cc: Zachary Mueting Subject: Master Plan

Hi Ismael – I just wanted to follow-up with you regarding the \$5000 contract amendment you previously discussed to cover the project reimbursable expenses.

As we are beginning to invoice on this project, we will need to have that in place. Is this something in the works?

Thank you, Anita Weaver Chief Financial Officer



[949] 493-2690 fax [949] 493-2600 phone Parks Make Life Better



Please consider the environment before printing this email.

CONFIDENTIAL COMMUNICATION. This e-mail message is intended only for the personal and confidential use of the designated recipients. This message may contain sensitive, protected and/or confidential information. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, forwarding or copying of this message is strictly prohibited. Please notify us immediately by reply e-mail if you are not an intended recipient of this message, and delete the original message and all attachments from your system and from any electronic devices where the message is stored.

3159) Camino Capistrano San Juan Capistrano, CA 92675 www.RJMdesigngroup.com [949] 493-2690 fox [949] 493-2600 phone



INVOICE

32349

2/13/2018

CITY OF SAN FERNANDO

117 Macneil St. San Fernando, CA 91340 Attn: Maribel Perez

SAN FERNANDO PARK MASTER PLAN DEVELOPMENT SERVICES

951.01

For Services Rendered Through 1/31/2018

> Client authorization to bill labor against reimbursable allowance, email dated 2/12/2018

REIMBURSABLES

Contract Amount:

\$5,000.00

Previous Billings:

\$478.67

Current Billing:

\$4,521.33

Balance After This Invoice:

\$0.00

Professional Services

Job Title	Hours	Rate	Amount
Associate / Landscape Architect	31.25	\$145.00	\$4,531.25
Less Billing Adjustment		****	-\$9.92
Total Professional Services for Reimbursables			\$4,521.33

TOTAL INVOICE AMOUNT

\$4,521.33

This Page
Intentionally
Left Blank

This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Nick Kimball, Deputy City Manager/Director of Finance

Date: June 4, 2018

Subject: Consideration to Adopt a Resolution and Ordinance to Place a Measure on the

November Ballot to Extend the Existing Half-Cent Local Sales Tax

RECOMMENDATION:

It is recommended that the City Council conduct a Public Hearing and pending public testimony:

- a. Adopt Resolution No. 7852 (Attachment "A"):
 - Calling and giving notice of a General Municipal Election to be held November 6, 2018 to submit to the City a question relating to the extension of the City's existing Half-cent Transactions and Use Tax;
 - ii. Requesting consolidation of such election with the County General Election to be held on the same day;
 - iii. Requesting the County of Los Angeles to provide specific election services; and
 - iv. Setting priorities for filing written arguments and rebuttals regarding City measures and directing the City Attorney to prepare an impartial analysis; and
- b. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1678 (Attachment "A") "An Ordinance of the City Council of the City of San Fernando, California, extending indefinitely, subject to voter approval, the General Purpose Transactions and Use Tax administered by the California Department of Tax and Fee Administration and codified under Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code pursuant to Revenue & Taxation Code Sections 7251 et seq."

FINANCE DEPARTMENT

Page 2 of 7

BACKGROUND:

- 1. In Fiscal Year (FY) 2012-2013, the City declared a fiscal emergency and held a special election for the San Fernando electorate to decide on a temporary ½ cent Transaction and Use Tax (also referred to as a local Sales Tax).
- 2. On June 4, 2013, the "City Services Emergency Protection Measure" (Measure "A") was approved by sixty percent (60%) of voters. The Tax became effective on October 1, 2013 and will expire on October 1, 2020.
- 3. In accordance with the provisions of Measure A, the City provides an Annual Report each September detailing the collection, management, and expenditure of the local Sales Tax revenues in the prior fiscal year. Additionally, the City clearly identifies the planned use of local Sales Tax revenues through the annual budget process and in the City Manager's Budget Message.
- 4. On December 4, 2017, City Council appointed Vice Mayor Lopez and Councilmember Gonzales to an Ad Hoc Committee to work with staff to develop public information material to educate the public and key stakeholders on the critical role the local Sales Tax has played in saving the City's finances and make a recommendation to City Council regarding potential extension of the Transaction and Use Tax beyond October 2020.
- 5. The Ad Hoc worked with staff to identify key questions to be answered as part of a public education effort, including, in no particular order:
 - What is a local Sales Tax (Measure A) and why it was necessary.
 - How have the local Sales Tax funds have been used.
 - How local Sales Tax funds will be used if extended.
 - Likely consequences if the current local Sales Tax is not extended.
 - How much additional revenue the local Sales Tax has generated.

ANALYSIS:

Since 2005, the City's financial position has changed significantly. The General Fund, which pays for police, fire, recreation programs, cultural events, street maintenance, and public works services, experienced a dramatic decrease in the amount of money available to provide services. The City's reserves (i.e., rainy day savings) fell from \$7.1 million in 2006 to negative (\$5.7 million) in 2014.

The dramatic reduction was the result of a perfect storm as the City's expenditures on services began to increase (e.g., the San Fernando Regional Pool and other projects added significant

Page 3 of 7

ongoing operations and maintenance costs) just before the onset of the "Great Recession" in 2007. Additionally, the State of California eliminated local redevelopment funding in 2012, which was the City's primary funding source for infrastructure improvements, new development financing, and economic development programs.

To remain solvent, the City reduced employee benefits, discontinued retiree medical benefits for new employees, implemented layoffs and furloughs, eliminated vacant positions and reduced department budgets. The number of City employees was reduced from 160 in 2008 to 128 in 2017 (20% reduction). The number of sworn Police Officers was reduced from 38 in 2008 to 31 in 2017 (18% reduction).

In 2013, the City's financial auditors expressed their concern regarding the City's ability to continue to operate and carry out its financial commitments, obligations and objectives. Without the revenues generated by the local Sales Tax, the City would have struggled to stay out of bankruptcy.

Accountability.

To ensure that local Sales Tax funds were being used responsibly, Measure A included a requirement for an Annual Report to be presented at a public meeting. The Annual Report, provided at a City Council meeting each September, ensures local Sales Tax funds are collected, managed, and expended responsibly and consistent with City Council and community goals.

Additionally, the planned use of local Sales Tax funds is clearly identified through the annual budget process and in the City Manager's Budget Message. All current and prior Annual Reports and Budget documents are posted on the City's website (www.sfcity.org) under the Financial Documents section of the Finance Department page.

Ad Hoc Committee Recommendation.

The sunset of the current local Sales Tax in October 2020 will leave a significant gap in revenues just as the City is starts to build a solid financial base. In order to continue on the path toward financial stability with a healthy General Fund reserve to weather financial downturns and funds to continue the annual residential street paving program, park improvement program, public safety improvements, and enhancement of community and cultural programs, the Ad Hoc Committee recommends placing a measure on the November ballot to extend the current local half-cent Sales Tax beyond 2020.

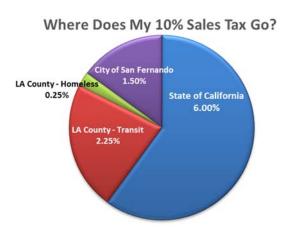
The information below is provided as a response to the key questions identified by the Ad Hoc Committee and is recommended to be made available to the public through the City's website (via creation of a Local Sales Tax Kiosk) and a PowerPoint presentation that may be provided by Councilmembers or staff upon request.

Page 4 of 7

What is a local Transaction and Use (Sales) Tax?

A Transaction and Use Tax, also referred to as Sales Tax, is a tax on the sale of merchandise and other tangible personal property, including vehicles. In Los Angeles County, the base Sales Tax is 9.5%, of which the City receives 1.0%. The remaining 8.5% goes to fund the State and County.

After declaring a fiscal emergency in June 2013, 60% of San Fernando voters approved an additional 0.50% local Sales Tax (Measure A), resulting in a 10% total Sales Tax in San



Fernando. Consequently, the City currently receives 1.5% of the 10% Transaction Tax. To put this into perspective, for every \$1.00 in Sales Tax paid in San Fernando, the City receives 15 cents and state/County agencies receive the remaining 85 cents.

How have the additional local Sales Tax funds (Measure A) been used?

Revenues raised through the local Sales Tax have been critical to cover the short-term operating budget deficit, pay down debt, establish reserves, and fund key projects.

Since voter approval of the local Sales Tax (Measure A) in 2013, funds have been used to:

- Decrease the General Fund deficit from (\$5.7 million) in 2014 to less than (\$1.0 million) by the end of 2018 (see graph in Budget Impact section).
- Improve public safety reliability and response time by replacing ten (10) police patrol vehicles and upgrading all in-car computers.
- Resurface 5+ miles of streets including: Alexander Street, Huntington Street, Library Street, San Fernando Road, and the upcoming reconstruction of Glenoaks Boulevard.
- Beautify Brand Boulevard to create a notable entrance into the City.
- Replace and repair more than 43,000 square feet of sidewalks and install 77 ADA compliant curb ramps with truncated domes.
- Construct "Safe Routes to School" measures to increase safety for children walking and biking to school.
- Support a number of special events, including Dia de los Muertos 5k run, San Fernando Open Streets Festival, and JAM sessions.
- Upgrade the tot lot and gymnasium at Recreation Park and facility improvements at Las Palmas Park, Pioneer Park and Layne Park.
- Create an award winning website and significantly increased social media presence to better inform the community.
- Replace the City's outdated network equipment and software to protect customer information and increase efficiency.

Page 5 of 7

Increase Citywide tree trimming.

How will local Sales Tax funds be used if the tax is extended?

If the local Sales Tax is extended, the City will use the revenues to continue to improve San Fernando:

- 1. Economic Development
 - Attract unique and top notch entertainment, retail, and restaurants.
 - Revitalize downtown with a movie theater, new restaurants, expanded entertainment and a parking structure.
- 2. Increase public safety and cleanliness
 - Increase the number of Police Officers patrolling the streets (the number of sworn Police Officers has been reduced from 38 to 31 since 2008).
 - Increase field staff to keep the City clean (the number of Public Works employees has been reduced from 47 to 34 since 2008).
- 3. Continue to repair City streets and sidewalks
 - Enhance the annual residential street paving program to pave or resurface every street in San Fernando on a 10-year cycle.
 - Implement a sidewalk repair and replacement program.
- 4. Continue to improve the City's parks
 - Repair, replace and maintain the City's playground and exercise equipment, tot lots, sports fields, and park lighting.
 - Upgrade house, bathrooms and fields at Pioneer Park.
 - Upgrade fields at Recreation Park.
- 5. Enhance cultural programming and special events
- 6. Increase the cultural programs for the community, including San Fernando Open Streets, Dia De Los Muertos 5k relay run, summer concerts and movies, and the 4th of July Fireworks show. Establish a "rainy day" fund to weather financial downturns and protect the General Fund from the impact of large unexpected costs.

What will happen if the local Sales Tax is not extended?

If the local Sales Tax is not extended, there will be a significant decrease in revenue just as the City is starting to build a solid financial base. Unless a comparable new revenue source is identified, the City will be living "paycheck-to-paycheck" and be financially vulnerable to slight economic downturns, adverse lawsuits, and long term pension liabilities. The City will also be

Page 6 of 7

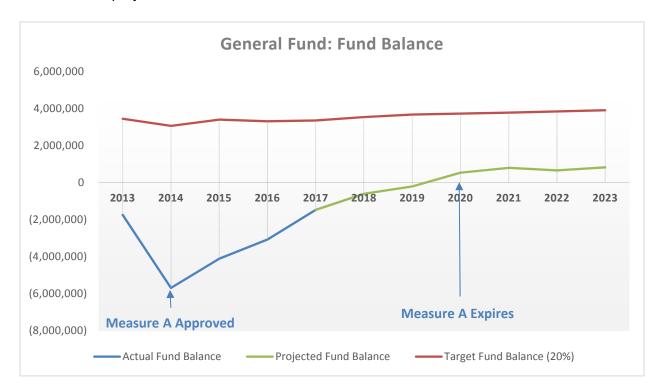
unable to pave streets, repair recreation facilities, or replace safety vehicles and equipment with any regularity.

Additional Information.

Additional baseline information to be addressed as part of a public education effort include: 1) why the local Sales Tax was necessary to save San Fernando, 2) information on the City's Deficit Elimination Plan, and 3) the larger effort to return the City to financial sustainability.

BUDGET IMPACT:

Through May 31, 2018, the local Sales Tax has generated \$9.9 million in revenue and is projected to generate an additional \$6 million before the Tax sunsets in October 2020. The Tax has been critical to saving the City from bankruptcy, reducing the City's deficit and paying down debt, replacing public safety equipment, and completing street resurfacing and park rehabilitation projects.



CONCLUSION:

The Ad Hoc Committee recommends placing a measure on the November ballot extending the current half-cent local Sales Tax beyond the current sunset date of October 2020.

Page 7 of 7

ATTACHMENTS:

- A. Resolution No. 7852
- B. Ordinance No. 1678

ATTACHMENT "A"

RESOLUTION NO. 7852

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, (1) CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD NOVEMBER 6, 2018 TO SUBMIT TO THE CITY A QUESTION RELATING TO THE EXTENSION OF THE CITY'S EXISTING HALF-CENT TRANSACTIONS AND USE TAX; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE COUNTY GENERAL ELECTION TO BE HELD ON THE SAME DAY; (3) REQUESTING THE COUNTY OF LOS ANGELES TO PROVIDE **ELECTION SERVICES**; **SPECIFIC AND (4) SETTING** PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS REGARDING CITY MEASURES AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL **ANALYSIS**

WHEREAS, the City of San Fernando has made strides in its effort to recover from the Great Recession of the late 2000's but still has some way to go in order to achieve full financial sustainability and recovery; and

WHEREAS, since 2005, the City's financial position has changed significantly in that the General Fund, which pays for police, fire, recreation programs, cultural events, street maintenance, and public works services and other general sevices experienced a dramatic decrease in the amount of money available to provide for these services; and

WHEREAS, the City's reserves fell from \$7.1 million in 2006 to negative (\$5.7 million) in 2014; and

WHEREAS, this dramatic reduction was the result of a perfect storm as the City's expenditures on services began to increase (e.g. the San Fernando Regional Pool and other projects added significant ongoing operations and maintenance costs) just before the onset of the "Great Recession" in 2007; and

WHEREAS, to remain solvent, the City reduced employee benefits, discontinued retiree medical benefits for new employees, implemented layoffs and furloughs, eliminated vacant positions and reduced department budgets; and

WHEREAS, the number of City employees was reduced from 160 in 2008 to 128 in 2017 (20% reduction); and

WHEREAS, the number of sworn Police Officers was reduced from 37 in 2008 to 31 in 2017 (16% reduction); and

- **WHEREAS**, in 2013, the City's financial auditors expressed their concern regarding the City's ability to continue operate and carry out its financial commitments, obligations and objectives; and
- **WHEREAS**, the City's general sales tax revenues remain below pre-Great Recession levels; and
- **WHEREAS**, the circumstances described, above, were further aggravated a succession of adverse economic and legislative developments, including, but not limited to, City sales tax reductions, rising costs for City pensions and health care, and state takeaways and new unfunded regulatory mandates; and
- **WHEREAS**, on December 29, 2011, the California Supreme Court issued a decision ordering the dissolution of community redevelopment agencies throughout the State of California, including the San Fernando Community Redevelopment Agency; and
- **WHEREAS**, the United States Congress has also implemented reductions in Federal Funding of the Community Develop Block Grant ("CDBG") Budget as well as the Home Program Budget; and
- **WHEREAS**, the loss of these vital funding sources has created short and long-term strains on the City's General Fund revenues and General Fund reserves; and
- WHEREAS, in response to these ongoing fiscal stresses, City Departments have worked diligently under the City Manager's Office and the City's Finance Department to reduce departmental expenditures and implement strategies for greater cost efficiency; and
- WHEREAS, against the financial backdrop described above, the voters of the City of San Fernando approved a half-cent (\$0.005) or half-percent (½%) transactions and use tax presented to the voters as Measure A at a Special Municipal Election held June 4, 2013; and
- **WHEREAS**, without the revenues generated by the transactions and use tax, the City would have struggled to stay out of bankruptcy; and
- **WHEREAS**, it is proposed that the existing half-cent transaction and use tax be extended by City voters beyond its current September 31, 2020 expiration (sunset) date until such time that the tax is repealed by vote of the City electors in order to keep the City on the path to full recovery; and
- **WHEREAS**, the proposed extension of the half-cent transactions and use tax does not constitute the establishment of a new tax or the increase in the rate of an existing tax within the meaning of Government Code Section 54954.6(a); and
- **WHEREAS**, it is desirable that the City's General Municipal Election of Tuesday, November 6, 2018 be consolidated with the County-administered General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the

two elections be the same, and that the Registrar-Recorder/County Clerk for the County of Los Angeles ("County Registrar") canvass the returns of the City's General Municipal Election and that it be held in all respects as if it were part and parcel of the County-administered General Election;

WHEREAS, it is necessary to secure the consent and order of the Board of Supervisors of the County of Los Angeles (the "Board of Supervisors") to effectuate such consolidation; and

WHEREAS, the City shall compensate the County of Los Angeles for all necessary expenses incurred by the County in performing election services for the City.

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

SECTION 1. The recitals above and findings therein are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. Pursuant to the requirements of the laws of the State of California relating to general law cities and Elections Code Section 9222 and 12001, the City Council hereby orders and calls a General Municipal Election to be held in the City of San Fernando, California on Tuesday, November 6, 2018, to be consolidated with the County-administered General Election to be held on the same day, for the purpose of submitting to the qualified electors a measure (hereinafter, the "Measure") seeking voter approval to make permanent the City's existing voter-approved half-cent (or ½%) transactions and use tax in the manner described in the Ordinance attached hereto as Exhibit "A". At present the City's existing transaction and use tax will expire on September 31, 2020. The proposed Measure would extend the term of the tax indefinitely until such time as it is later repealed by San Fernando voters by subsequent ballot measure.

SECTION 3. This Resolution is the first of two resolutions that will be submitted to the Board of Supervisors and the County Registrar by the City Council relating to the City's General Municipal Election of November 6, 2018. The second Resolution will also call for election contests for three (3) of the City Council's five City Council seats whose terms expire in November of 2018. It is anticipated that this second resolution will be approved by the City Council and submitted to the Board of Supervisors and the County Registrar in July of 2018. As with this Resolution, the resolution relating to the City Council seats will request consolidation with the County-administered General Election of the same date and will request that the County administer these elections subject to the City's reimbursement and payment of costs to the County.

SECTION 4. Pursuant to the requirements of Section 10403 of the Elections Code, it is respectfully requested that the Board of Supervisors consent and agree to the consolidation of the City of San Fernando's November 6, 2018 General Municipal Election with the County-administered General Election to be held on the same date.

SECTION 5. The ballot question for the Measure shall appear as follows:

San Fernando City Services Preservation Measure	
To preserve and stabilize funding for various essential City	
services such as fire and emergency services; police	Yes
staffing; street and sidewalk repair; park maintenance;	
cultural and recreational programs and other unrestricted	
general revenue purposes; and to restore the City's "rainy	
day" general fund reserves, shall the City's existing half	
percent (1/2%) transactions and use tax be extended until	No
such time as the tax is repealed by City voters.	No

SECTION 6. It is respectfully requested that the Board of Supervisors authorize and direct the County Registrar to canvass the returns of the consolidated General Municipal Election and that such election be held in all respects as if it were part and parcel of the County-administered General Election of the same date. It is also respectfully requested that the County Registrar give the above-subject measure the letter designation "A" such that the measure may be identified as Measure A on the ballot. If the letter designation "A" is no longer available, it is respectfully requested that the County Registrar give the Measure the following letter designations in order of preference from most preferred to least preferred: "AA" and "B".

SECTION 7. As of the date of this Resolution, the vote requirement for passage of the proposed Measure is a simple majority of the votes cast (50% plus 1). It is observed that as of the date of this Resolution, a Statewide ballot measure entitled the "Tax Fairness Transparency and Accountability Act of 2018" is being circulated statewide for signatures in order to qualify for the November 6, 2018 ballot. If this statewide measure qualifies for the Statewide November 2018 ballot and is approved by California voters, the Statewide measure by its terms will apply retroactively to any local general tax measure submitted to the voters on or after January 1, 2018 and will require that such measures be approved by 2/3's of votes cast instead of by a simple majority of votes casts. Local general tax ballot measures presented to local voters on or after January 1, 2018, including the local general tax measure contemplated under this Resolution, will be rendered invalid, unless such measures prevail by a 2/3's margin of victory.

SECTION 8. It is respectfully requested that the Board of Supervisors authorize and direct the County Registrar to:

- A. Print and supply ballots for the General Municipal Election;
- B. Mail the ballot question, ballot arguments, rebuttals, and the City Attorney's impartial analysis to the registered voters in the City of San Fernando.

SECTION 9. It is also respectfully requested that the Board of Supervisors issue instructions to the County Registrar to take any and all additional steps necessary for the holding of the consolidated election requested above.

SECTION 10. The City of San Fernando shall reimburse the Registrar for any additional costs attributable to the inclusion of the Measure on the ballot of the General

Municipal Election to be consolidated with the County-administered General Election of November 6, 2018.

SECTION 11. The complete text of the proposed Ordinance submitted to the voters is attached as **Exhibit "A"** to this Resolution.

SECTION 12. The ballots to be used at the election shall be in form and content as required by law.

Direct Arguments In Support Of and In Opposition To Measure: As SECTION 13. authorized under Elections Code Section 9282(b), the City Council reserves the right to file a written argument in favor of this Measure or authorize any member or members of the City Council to do the same. Pursuant to Elections Code Section 9282(b) written arguments for or against the Measure may also be submitted by any individual voter who is eligible to vote on the Measure; any bona fide association of citizens; any combination of voters and associations or such other persons or entities as may be authorized under Elections Code Section 9282(b). The foregoing notwithstanding, if more than one set of arguments "in favor of" or "in opposition to" the Measure is timely submitted to the City Clerk, the City Clerk shall select only one argument for and one argument against in accordance with the selection priority set forth under Elections Code Section 9287. That priority gives preference as follows: (a) The City Council or City Council-authorized members of the City Council; (b) The individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure; (c) A bona fide association of citizens; then (d) Individual voters who are eligible to vote on the measure. Pursuant to Elections Code Section 9283, a ballot argument will not be accepted unless accompanied by the printed name and signature or printed names and signatures of the author or authors submitting the argument, or if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers who is the author of the argument. Pursuant to Elections Code Section 9283, no more than five (5) signatures shall appear with any argument submitted and if any argument is signed by more than five authors, the signatures of the first five shall be printed but not the signatures in excess of the first five. Ballot arguments in support of or in opposition to the Measure may not exceed 300 words in length. Consistent with Elections Code Section 9287(b), ballot arguments in favor of or in opposition to the Measure must be submitted to and received by the City Clerk by or before 4:00 p.m. on Friday, August 17, 2018. Arguments that are received by the City Clerk after this deadline will not be accepted. The City Clerk's Office is located at San Fernando City Hall, 117 N. Macneil Street, San Fernando, California 91340.

SECTION 14. Rebuttals to Direct Arguments: Pursuant to Elections Code Section 9285, when the City Clerk receives an argument to the Measure that will be printed in the ballot pamphlet, the elections official shall send a copy of the argument in favor of the Measure to the authors of any argument against the Measure and a copy of the argument against the Measure to the authors of the argument in favor of the measure. To the extent permitted under Elections Code Section 9285(a)(2), the author or a majority of the authors of an argument (either in favor of or in opposition to) may prepare and submit a rebuttal argument or may authorize in writing any other person or person to prepare, submit or sign the rebuttal argument. No rebuttal

argument may exceed 250 words in length. Pursuant to Elections Code Section 9285(a)(5), a rebuttal argument relating to the Measure may not be signed by more than five persons and shall be printed in the same manner as a direct argument and shall immediately follow the direct argument which it seeks to rebut. Consistent Elections Code Sections 9285 and 9287(b), rebuttal arguments must be submitted to and received by the City Clerk by or before 4:00 pm on Monday, August 27, 2018. Rebuttals that are received by the City Clerk after this deadline will not be accepted. Again, the City Clerk's Office is located at San Fernando City Hall, 5220 Santa Ana Street, San Fernando, California 90201.

SECTION 15. City Attorney's Impartial Analysis. The City Council directs the City Clerk to transmit a copy of the Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure showing the effect of the Measure on existing law and the operation of the Measure. The impartial analysis shall be filed with the City Clerk by or before August 17, 2018.

SECTION 16. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 17. The City Clerk shall forward without delay, a copy of this Resolution to the appropriate public agency which shall be assisting the City of San Fernando with the conduct of its General Municipal Election.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2018.

	Sylvia Ballin, Mayor	
ATTEST:		
Elena G. Chávez, City Clerk		

COUN	E OF CALIFORNIA TY OF LOS ANGELES OF SAN FERNANDO)) ss)
		t the foregoing Resolution was approved and adopted at a held on the 4 th day of June, 2018, by the following vote to
	AYES:	
	NOES:	
	ABSENT:	
Elena (G. Chávez, City Clerk	_

EXHIBIT "A"

ORDINANCE NO. 1678

ATTACHMENT "B"

ORDINANCE NO. 1678

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, EXTENDING INDEFINITELY, SUBJECT TO VOTER APPROVAL, THE GENERAL PURPOSE TRANSACTIONS AND USE TAX ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION AND CODIFED UNDER ARTICLE V (TRANSACTIONS AND USE TAX) OF CHAPTER 82 (TAXATION) OF THE SAN FERNANDO MUNICIPAL CODE PURSUANT TO REVENUE & TAXATION CODE SECTIONS 7251 ET SEQ.

WHEREAS, the budget of the City of San Fernando ("City"), like the budgets of municipalities throughout the State of California, has continued along the path to full recovery from the strains and stresses of the Great Recession of the late 2000's; and

WHEREAS, since 2005, the City's financial position has changed significantly in that the General Fund, which pays for police, fire, recreation programs, cultural events, street maintenance, and public works services and other general sevices experienced a dramatic decrease in the amount of money available to provide for these services; and

WHEREAS, the City's reserves fell from \$7.1 million in 2006 to negative (\$5.7 million) in 2014; and

WHEREAS, this dramatic reduction was the result of a perfect storm as the City's expenditures on services began to increase (e.g. the San Fernando Regional Pool and other projects added significant ongoing operations and maintenance costs) just before the onset of the "Great Recession" in 2007; and

WHEREAS, to remain solvent, the City reduced employee benefits, discontinued retiree medical benefits for new employees, implemented layoffs and furloughs, eliminated vacant positions and reduced department budgets; and

WHEREAS, the number of City employees was reduced from 160 in 2008 to 128 in 2017 (20% reduction); and

WHEREAS, the number of sworn Police Officers was reduced from 37 in 2008 to 31 in 2017 (16% reduction); and

WHEREAS, in 2013, the City's financial auditors expressed their concern regarding the City's ability to continue operate and carry out its financial commitments, obligations and objectives; and

WHEREAS, the City's general sales tax revenues are still below pre-Great Recession levels; and

- **WHEREAS**, the circumstances described, above, were further aggravated a succession of adverse economic and legislative developments, including, but not limited to, City sales tax reductions, rising costs for City pensions and health care, and state takeaways and new unfunded regulatory mandates; and
- **WHEREAS**, on December 29, 2011, the California Supreme Court issued a decision ordering the dissolution of community redevelopment agencies throughout the State of California, including the San Fernando Community Redevelopment Agency; and
- **WHEREAS**, the United States Congress has also implemented reductions in Federal Funding of the Community Develop Block Grant ("CDBG") Budget as well as the Home Program Budget; and
- **WHEREAS**, the loss of these vital funding sources has created short and long-term strains on the City's General Fund revenues and General Fund reserves; and
- WHEREAS, in response to these ongoing fiscal stresses, City Departments have worked diligently under the City Manager's Office and the City's Finance Department to reduce departmental expenditures and implement strategies for greater cost efficiency; and
- WHEREAS, against the financial backdrop described above, the voters of the City of San Fernando approved a half-cent (\$0.005) or half-percent (½%) transactions and use tax presented to the voters as Measure A at a Special Municipal Election held June 4, 2013; and
- **WHEREAS**, without the revenues generated by the transactions and use tax, the City would have struggled to stay out of bankruptcy; and
- **WHEREAS**, it is proposed that the existing half-cent transaction and use tax be extended by City voters beyond its current September 31, 2020 expiration (sunset) date until such time that the tax is repealed by vote of the City electors in order to keep the City on the path to full recovery; and
- **WHEREAS**, the proposed extension of the half-cent transactions and use tax does not constitute the establishment of a new tax or the increase in the rate of an existing tax within the meaning of Government Code Section 54954.6(a); and
- WHEREAS, at its meeting of June _____, 2018, the City Council approved Resolution No. _____ calling the City's General Municipal Election of November 6, 2018 for election contests for three of the five City Council seats and for consideration of a ballot measure seeking approval of this Ordinance and the tax extension contemplated herein; and

WHEREAS, the ballot question for the ballot measure appeared as follows:

San Fernando City Services Preservation Measure	
To preserve and stabilize funding for various essential City	
services such as fire and emergency services; police	Yes
staffing; street and sidewalk repair; park maintenance;	
cultural and recreational programs and other unrestricted	
general revenue purposes; and to restore the City's "rainy	
day" general fund reserves, shall the City's existing half	
percent (1/2%) transactions and use tax be extended until	No
such time as the tax is repealed by City voters.	

WHEREAS, the City Council approved this Ordinance for first reading at a public hearing conduct as part of its Regular Meeting of June 4, 2018 and approved the Ordinance for second reading at its meeting of ______2018 following certification of the election results for the City's General Municipal Election of November 6, 2018; and

WHEREAS, the Ordinance, by its terms, shall only take effect if the ballot measure requesting its approval is approved by a majority of San Fernando voters at the General Municipal Election of November 6, 2018 or by such greater margin of victory as may be legally required for general tax ballot measures presented to the voters in the year 2018; and

WHEREAS, at the General Municipal Election of Tuesday, November 6, 2018, San
Fernando voters approved the measure requesting approval of this Ordinance by a margin of
% voting in favor ("Yes") and % voting in opposition ("No"); and
WHEREAS the election results were certified at the City Council's meeting of

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, ACTING WITH THE CONSENT OF THE VOTERS FOLLOWING A NOVEMBER 6, 2018 GENERAL MUNICIPAL ELECTION, HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The foregoing Recitals are true and correct.

2018 by way of Resolution No.; and

SECTION 2. Section 82-135 (Automatic expiration date) of Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal and the expiration (sunset) clause set forth therein are hereby repealed in their entirety and replaced with a new Section 82-135 entitled "Termination of Tax Upon Repeal by Voters" which shall state the following:

82-135 Termination of Tax Upon Repeal by Voters.

This article and the transactions and use tax established and codified hereunder shall have an indefinite term. The forgoing notwithstanding, this Article and the transactions and use tax established hereunder may be later terminated by the voters of the City of San Fernando by means of a ballot measure to repeal the same at a future general or special municipal election of the City.

[EDITOR'S NOTE: This Article and the transactions and use tax established and codified under this Article was first enacted by a vote of the people at a Special Municipal Election held on June 4, 2013. The tax was first approved as Measure A, the City of San Fernando Temporary Transactions and Use Tax. The operative date of the tax was October 1, 2013 and the expiration date of the tax was to be 7 years thereafter at midnight, September 31, 2020. With the passage of Ordinance No. _____ as Measure _____, the San Fernando City Services Preservation Measure at a General Municipal Election held on November 6, 2018, the September 31, 2020 expiration date for the transactions and use tax was repealed and the tax was extended indefinitely until such time as Article V (Transactions and Use Tax) of Chapter 82 (Taxation) is repealed in its entirety by the vote of the people of the City of San Fernando at a future general or special municipal election or by such other legal procedures as may be authorized by law for the repeal of taxes.]

SECTION 3. Section 82-119 (Title) of Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal is hereby amended in its entirety to now state the following:

82-119 Title.

This article shall be known as the "San Fernando City Services Preservation Measure" and is codified under the following San Fernando Municipal Code article heading: "Transactions and Use Tax."

SECTION 4. The first clause of the first sentence of Section 82-121 (Purpose) of Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal is modified by the addition and insertion of the word "first" between the word "was" and the word "adopted" such that the clause now reads as follows:

"The ordinance implementing this article was **first** adopted by a majority of San Fernando voters who cast votes at a June 4, 2013, special municipal election to achieve the following ..."

The remaining text of Section 82-121 (Purpose) that follows the first clause referenced above shall remain intact and unchanged.

SECTION 5. The title and text of Section 82-136 (Declaration) of Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal are hereby amended in their entirety to now state the following:

82-136 Declaration Regarding Use of Tax Revenues.

The revenues generated by the tax imposed under this article may be used for any lawful governmental purpose of the city, as authorized by ordinance, resolution or action of the city council or by ordinance adopted by the electorate of the city. The transactions and use tax established under this article does not meet the criteria established by California Constitution Article IIIC, section 1(d) for special taxes and said tax is instead a general tax within the meaning of California Constitution Article IIIC, section 1(a) whose revenues may be used for any unrestricted general revenue purpose.

SECTION 6. AUTHORIZED USE TAX PROCEEDS. The revenues generated by the transactions and use tax extended under this Ordinance may be used for any lawful governmental purpose of the City, as authorized by ordinance, resolution or action of the City Council or by ordinance adopted by the electorate of the city. Said transactions and use tax does not meet the criteria established by California Constitution Article IIIC, section 1(d) for special taxes, and is approved as a general tax within the meaning of California Constitution Article IIIC, section 1(a) whose proceeds may be used for any unrestricted general revenue purposes.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 8. EFFECTIVE DATE. This Ordinance relates an extension of the City's existing transactions and use tax and shall take effect and become operative only if approved by a majority of San Fernando voters (i.e., by more than 50% of votes cast) at the General Municipal Election held November 6, 2018 or by such greater margin of victory as may later be required by State law applicable to general tax ballot measures that are presented to voters at any time during the year 2018. If approved by the voters by the requisite margin of victory, the transaction and use tax codified under Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code will be extended indefinitely until such time as Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code is repealed by the voters at a later general or special municipal election. If the measure fails or fails to win by the legally mandated margin of victory applicable to the General Municipal Election of November 6, 2018, this Ordinance shall be rendered inoperative and void, however, the defeat of the measure shall not operate extinguish or amend the existing transaction and use tax as presently constituted and approved by the voters on June 4, 2013 which will not expire until midnight on September 31, 2020.

<u>SECTION 9.</u> <u>CEQA.</u> This Ordinance and the contemplated extension of the transactions and use tax referenced herein is not a "project" within the meaning of the California Environmental Quality Action codified as 21000 et seq. of the California Public Resources Code ("CEQA") because it will not result in a direct or reasonably foreseeable indirect physical change

in the environment nor does it involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 10. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be published pursuant to California Government Code Section 36933.

PASSED, APPROVED AND ADOPTED by Fernando at a regular meeting held on this day of	· · · · · · · · · · · · · · · · · · ·
ATTEST:	Sylvia Ballin, Mayor
Elena G. Chávez, City Clerk	
APPROVED AS TO FORM:	
Richard Padilla, City Attorney	
STATE OF CALIFORNIA) COUNTY OF LOS ANGELES) SS CITY OF SAN FERNANDO)	
I, ELENA CHAVEZ, City Clerk of the City of foregoing Ordinance Nowas introduced for, 2018 and approved for a second reading meeting held on the day of, 2018	r a first reading on the day of g and adopted by said Council at its regular
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Elena G. Chávez, City Clerk	

This Page
Intentionally
Left Blank



This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Nick Kimball, Deputy City Manager/Director of Finance

Date: June 4, 2018

Subject: Fiscal Year 2018-2019 Budget Study Session No. 2

RECOMMENDATION:

It is recommended that the City Council review and discuss the Fiscal Year (FY) 2018-2019 Proposed Budget.

BACKGROUND:

- 1. On March 5, 2018, the City Council received a presentation of the FY 2016-2017 final audited financials, FY 2017-2018 Mid-year Budget update, and FY 2018-2019 Budget Outlook. This marked the kick-off of the FY 2018-2019 Budget season.
- 2. On April 2, 2018, the City Council received a presentation of prior years' City-wide Strategic Goals and City Council Priorities and staff discussed the work program for FY 2018-2019.
- 3. During the months of March and April 2018, the City Manager and Deputy City Manager/Director of Finance met with each Department to develop the FY 2018-2019 Proposed Budget, which includes revenues and expenditures for the General Fund, Enterprise Funds, and all Special Revenue Funds.
- 4. On May 29, 2018, the City Council held Budget Study Session No. 1

ANALYSIS:

The FY 2018-2019 Proposed Budget is considered a Maintenance of Effort budget, which means it is based on providing the same level of service as FY 2017-2018. Departments were asked to continue to hold the line and develop their FY 2018-2019 operating budget requests assuming the same amount of funding as the current year. After initial review of the budget, the City Manager is recommending a \$151,675 in ongoing enhancements, which are offset by increased ongoing revenue, and \$172,500 in one-time enhancements for the General Fund.

FINANCE DEPARTMENT

REVIEW:

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SECITY.ORG

Fiscal Year 2018-2019 Budget Study Session No. 2

Page 2 of 3

Overall, the General Fund has a budget surplus (i.e., total revenue less total expenditures) of approximately \$176,000. Since the General Fund has an overall deficit, the budget surplus serves as the City's reserve to address unforeseen circumstances during the fiscal year.

The General Fund operating budget deficit (i.e., ongoing revenue less ongoing expenditures) is estimated to be a little more than \$1 million in FY 2018-2019. The operating budget deficit had been projected to be less than \$500,000 in FY 2018-2019; however, the loss of Sam's Club had a significant impact on ongoing revenue and the City had to include approximately \$120,000 in new on-going costs related to water consumption at City facilities, parks and medians.

Capital Improvements

The FY 2018-2019 includes funding for a number of critical capital improvements to address the large backlog of deferred maintenance. Funding for these capital improvements is provided primarily through Special Funds, Water Fund and Sewer Fund.

Category	Amount Budgeted		Funding Source(s)
Street and Sidewalk Improvements	\$	1,607,000	Multiple Special Funds
Water System & Street Improvements	\$	969,000	Water Fund
Sewer System & Street Improvements	\$	1,522,707	Sewer Fund
Total:	\$	4,098,707	•

More analysis of the FY 2018-2019 Proposed Budget can be found in the City Manager's Budget message included in the Proposed Budget document.

BUDGET IMPACT:

The total Proposed Budget for all funds is approximately \$42.4 million. The Proposed General Fund budget is \$19.343 million. In accordance with the City's Budget Policy, the FY 2018-2019 Proposed General Fund Budget represents a balance budget, with General Fund revenues of \$19.519 million and expenditures of \$19.343 million, estimating a surplus of \$176,000.

CONCLUSION:

The objective of the FY 2018-2019 Proposed Budget is three-fold: 1) address the operating budget deficit; 2) reduce the General Fund deficit fund balance; and 3) fund critical one-time needs to upgrade the City's infrastructure. With Measure A expiring in two (2) years, staff's focus is to reduce the General Fund's annual operating deficit and deficit fund balance as quickly as possible while balancing the need for critical infrastructure upgrades to the City's technology, streets, sewer system, and water system.

Fiscal Year 2018-2019 Budget Study Session No. 2

Page 3 of 3

ATTACHMENT:

A. FY 2018-2019 Proposed Budget is available on the City's website at the following link: http://ci.san-fernando.ca.us/finance/financial-documents/