



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA  
AUGUST 20, 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 Deputy City Manager/Director of Finance Nick Kimball

**APPROVAL OF AGENDA**

**PRESENTATIONS**

- a) CERTIFICATES TO THE SPONSORS AND KEY PARTICIPANTS FOR NATIONAL NIGHT OUT EVENT  
Police Chief Anthony Vairo
- b) PRESENTATION BY TREVOR M. RICHMOND, DEPUTY CHIEF BUREAU COMMANDER,  
LOS ANGELES FIRE DEPARTMENT OPERATIONS VALLEY BUREAU  
Councilmember Jaime Soto

**DECORUM AND ORDER**

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

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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 MINUTES OF:**

- a. JULY 2, 2018 – REGULAR MEETING**
- b. AUGUST 6, 2018 – SPECIAL MEETING**

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

Recommend that the City Council adopt Resolution No. 18-082 approving the Warrant Register.

**3) CONSIDERATION TO ACCEPT THE HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 8 TRAFFIC SIGNAL IMPROVEMENTS GRANT AND AWARD A CONTRACT TO WILL DAN ENGINEERING TO DESIGN THE PROJECT, FEDERAL PROJECT NO. H8-07-046**

Recommend that the City Council:

- a. Accept the Highway Safety Improvement Program grant from the California Department of Transportation in the amount of \$1,096,000.**
- b. Adopt Resolution No. 7875 authorizing the execution of a Highway Safety Improvement Program Agreement (HSIP) with the California Department of Transportation for the HSIP Cycle 8 Traffic Signal Improvements Project;**

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- c. Adopt Resolution No. 7880 amending the Fiscal Year 2018-2019 adopted budget appropriating the grant expenditures and revenues as well as the local matching funds for the HSIP Cycle 8 Traffic Signal Improvements Project; and
- d. Approve Contract No. 1893 with Willdan Engineering for the Design Phase of the HSIP Cycle 8 Traffic Signal Improvements Project in the amount of \$111,571.00, and authorize a 10 percent contingency (\$11,157) for a total contract amount of \$122,728.

**4) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE CITY OF SAN FERNANDO CAFETERIA PLAN AND SUMMARY PLAN DESCRIPTION DOCUMENTS**

Recommend that the City Council:

- a. Adopt Resolution No. 7879 approving the Cafeteria Plan and Summary Plan Description; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

**5) CONSIDERATION TO APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE FOR AND ON BEHALF OF THE CITY OF SAN FERNANDO AN APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE**

Recommend that the City Council:

- a. Adopt Resolution No. 7881 authorizing the City Manager to execute for and on behalf of the City of San Fernando, a public entity established under the laws of the State of California, a Hazard Mitigation Grant application and to file it with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1998, and/or state financial assistance under the California Disaster Assistance Act;
- b. Authorize City Manager to execute and submit supplemental Designation of Sub-recipient's Agent Resolution; and
- c. Authorize City Manager to submit Local Match Fund Commitment letter and Project Maintenance letter once the project is approved by the California Governor's Office of Emergency Services.

**6) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR SAN FERNANDO ROAD STREET IMPROVEMENTS BETWEEN WEST CITY LIMIT AND SOUTH HUNTINGTON STREET, CDBG PROJECT NO. 601882-17 JOB NO. 7599, PLAN NO. P-724**

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Recommend that the City Council:

- a. Accept the improvements as constructed by Toro Enterprises, Inc. and consider the work complete;
- b. Authorize the issuance and filing of the “Notice of Completion” with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention (\$11,317.65) after a 35-day lien period from the date the Notice of Completion is recorded.

**7) CONSIDERATION TO ADOPT RESOLUTION NO. 7883 RESCINDING PRIOR RESOLUTION NO. 7346 AND FURTHER AMEND THE PROCEDURAL MANUAL REGARDING CITY COUNCIL MEETINGS IN DECEMBER**

Recommend that the City Council adopt Resolution No. 7883 rescinding prior Resolution No. 7346 and further amend the Procedural Manual regarding City Council meetings in December.

**ADMINISTRATIVE REPORTS**

**8) CONSIDERATION TO DETERMINE A CITY POSITION ON THE 2018 LEAGUE OF CALIFORNIA CITIES RESOLUTIONS**

Recommend that the City Council discuss the two resolutions to be presented at the 2018 League of California Cities Annual Business Meeting and provide direction to the Voting Delegate regarding the City of San Fernando’s position on each resolution.

**9) REVIEW AND DISCUSS THE CITY’S UNFUNDED PENSION AND RETIREE HEALTH BENEFIT LIABILITIES AND STRATEGIES TO IMPROVE FUNDING LEVELS**

Recommend that the City Council:

- a. Receive a report from staff;
- b. Direct staff to establish an Internal Revenue Code Section 115 Irrevocable Trust for Pension and Other Post-Employment Benefits (OPEB) costs;
- c. Analyze the financial benefit of refinancing a portion of the City’s unfunded pension liability;
- d. Research pension and OPEB forecasting software applications; and
- e. Provide additional direction as appropriate.

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**10) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE PROPERTY TAX RATE REQUIRED TO MEET THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2018-2019**

Recommend that the City Council adopt Resolution No. 7882 establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System; fixing the property tax rate for Fiscal Year 2018-2019 at \$0.227340 per \$100 of assessed valuation; and levying that tax rate upon all taxable property in the City.

**11) CONSIDERATION TO DIRECT STAFF TO PREPARE A LETTER TO METRO REQUESTING CERTAIN SPECIFICATIONS TO BE INCLUDED IN THE DESIGN OF THE MACLAY LIGHT RAIL STATION**

This item is placed on the agenda by Vice Mayor Antonio Lopez.

**12) DISCUSSION REGARDING CITY COUNCIL AD HOC COMMITTEES**

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

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES****GENERAL COUNCIL COMMENTS****ADJOURNMENT**

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

Elena G. Chávez, CMC

City Clerk

Signed and Posted: August 16, 2018 (5:00 p.m.)

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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](http://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](http://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.

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# **Regular Meeting**

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**JULY 2, 2018 – 6:00 P.M.  
REGULAR MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 6:20 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers Joel Fajardo and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Councilmember Jaime Soto (notified staff that he would be at a rally in downtown Los Angeles for Keeping Families Together)

**PLEDGE OF ALLEGIANCE**

Led by Police Chief Anthony Vairo and he requested that the meeting adjourn in memory of Captain David Rosa from Long Beach who was killed in the line of duty.

**APPROVAL OF AGENDA**

Councilmember Fajardo requested to move up Item No. 6 (he has to leave the meeting at approximately 8:00 p.m.)

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

**PRESENTATIONS**

The following presentations were made:

- a) CERTIFICATES OF RECOGNITION - GRADUATES OF THE PROGRAM AT PLAZA COMUNITARIA SINALOA, INC.

**SAN FERNANDO CITY COUNCIL****MINUTES – July 2, 2018****Page 2****c) PARKS & RECREATION MONTH – JULY**

*This following item from Councilmember Soto, was removed from the agenda.*

**b) PRESENTATION BY TREVOR M. RICHMOND, DEPUTY CHIEF BUREAU COMMANDER, LOS ANGELES FIRE DEPARTMENT OPERATIONS VALLEY BUREAU****DECORUM AND ORDER**

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

**PUBLIC STATEMENTS – WRITTEN/ORAL**

Darryl Roberts asked what is being done for the veterans and said there's a big push for the federal government to finally decriminalize marijuana.

Pastor Sandie Richards reported that the First United Methodist Church was in support of Item No. 7.

Michelle Guijarro talked about the suspicious behavior at the halfway house on Seventh St. and is upset that the City will not permit her to build a six-foot fence to keep the criminals out.

Dee Akemon talked about a petition circulating against the massive development from Seventh to Eighth Streets east of Maclay Ave. and said that she is against more halfway houses in the City.

**CITY COUNCIL - LIAISON UPDATES**

Councilmember Fajardo provided updates regarding the various Ad Hoc Committees that he serves on.

Councilmember Gonzales also provided updates on the Ad Hoc Committees as well the Metro Service Council.

Vice Mayor Lopez gave an update regarding a meeting that the Ad Hoc Committee had with Code Enforcement staff.

Mayor Ballin briefly talked about the upcoming Metropolitan Water District Board meeting and a revote on the California Waterfix item, and said that everyone had a wonderful time at the Foster Care Fun Day picnic.

**SAN FERNANDO CITY COUNCIL****MINUTES – July 2, 2018****Page 3****CONSENT CALENDAR**

Mayor Ballin pulled Item No. 3 for further discussion and Councilmember Fajardo asked if Item No.s 6 and 7 could be moved up on the agenda.

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

- 1) REQUEST TO APPROVE THE MINUTES OF JUNE 18, 2018 – SPECIAL MEETING
- 1a) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR THE LAYNE PARK IMPROVEMENT PROJECT AND THE LAYNE PARK PLAY-LOT RESURFACING PROJECT

By consensus, the motion carried.

*The following items were moved up on the agenda.*

**ADMINISTRATIVE REPORTS**

- 7) CONSIDERATION TO ADOPT A RESOLUTION CONDEMNING THE TRUMP ADMINISTRATION'S IMMIGRATION POLICIES; CALLING ON ALL MEMBERS OF CONGRESS ON BOTH SIDES OF THE AISLE TO REPUDIATE THE TRUMP ADMINISTRATION'S INCOMPETENT CALLOUS AND CRUEL APPROACH TO IMMIGRATION; AND DEMANDING THAT CONGRESS ACT IMMEDIATELY TO ENACT FAIR AND HUMANE COMPREHENSIVE IMMIGRATION REFORM

Mayor Ballin gave a brief presentation and each Councilmember provided input regarding their support.

Motion by Vice Mayor Lopez, seconded by Councilmember Fajardo, to adopt Resolution No. 7871 condemning the Trump Administration's immigration policies; calling on all Members of Congress on both sides of the aisle to repudiate the Trump Administration's incompetent callous and cruel approach to immigration; and demanding that Congress act immediately to enact fair and humane comprehensive immigration reform. By consensus, the motion carried.

- 5) CONSIDERATION TO DESIGNATE A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2018 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

City Manager Meyerhoff presented the staff report.

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

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- a. Designate Vice Mayor Lopez as the Voting Delegate for the 2018 League of California Cities Annual Conference;
- b. Designate Councilmember Fajardo as the Alternate Voting Delegate (in the event that the designated Delegate is unable to serve in that capacity);
- c. Authorize the City Clerk to execute and submit the 2018 Annual Conference Voting Delegate/Alternate Form; and
- d. Direct the City Manager to bring back the League of California Cities resolutions that will be voted on for further discussion and input from the City Council

By consensus, the motion carried.

**6) DISCUSSION OF RECOMMENDATIONS FROM THE CANNABIS AD HOC COMMITTEE AND DIRECTION REGARDING DEVELOPMENT OF A COMMERCIAL CANNABIS REGULATION AND PERMITTING PROGRAM**

The City Council received a comprehensive report and presentation from the Cannabis Ad Hoc Committee (Mayor Ballin and Vice Mayor Lopez), City staff, Deputy City Attorney Joaquin Vazquez and Matt Eaton (HdL Consultant) regarding development of a commercial cannabis regulation and permitting program in the City.

*At this time (8:15 p.m.) Councilmember Fajardo left the Council Chambers.*

Discussion ensued and Deputy City Attorney Vazquez and Mr. Eaton replied to various questions from Councilmembers.

Mayor Ballin announced that the item would be continued pending additional information to be provided by staff. No action was taken.

**CONSENT CALENDAR (CONTINUED)**

**Items Pulled for Further Discussion:**

- 3) CONSIDERATION TO ADOPT A RESOLUTION REGARDING THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2018

Mayor Ballin requested a presentation and City Clerk Chávez provide a brief report.

Motion by Councilmember Gonzales, seconded by Vice Mayor Lopez, to adopt Resolution No. 7870 calling and giving notice of the General Municipal Election to be held on Tuesday, November 6, 2018, for the election of three City Councilmembers; requesting consolidation with the Statewide General Election; requesting that the Board of Supervisors of the County of Los Angeles to issue instructions to the Registrar-Recorder/County Clerk to take any and all steps

**SAN FERNANDO CITY COUNCIL****MINUTES – July 2, 2018****Page 5**

necessary for the holding of the consolidated election; and adopting regulations pertaining to candidates statements. By consensus, the motion carried.

**PUBLIC HEARING**

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

Mayor Ballin announced that this item was pulled.

**DEPARTMENT HEADS - COMMISSION UPDATES**

City Clerk Chávez gave an update regarding activities of the Education Commission and reported that the nomination period regarding candidacy documents for a City Council seat begins on July 16.

Director of Recreation and Community Services Julian Venegas gave commission updates as well.

Director of Community Development Tim Hou reported that the Planning and Preservation Commission is accepting nominations on the chairmanship.

Police Chief Vairo gave an update regarding the Homeless Connect Day and invited all to attend.

**GENERAL COUNCIL COMMENTS**

Councilmember Gonzales talked about the Homeless Connect Day and said that he was disappointed regarding Councilmember Fajardo's comments pertaining to a Political Action Committee.

Vice Mayor Lopez thanked staff for great work wished everyone a happy and safe Fourth of July.

Mayor Ballin thanked staff and others that attended the meeting and said it was unfortunate that there are important items that need to be discussed.

**STAFF COMMUNICATION**

None.

**SAN FERNANDO CITY COUNCIL****MINUTES – July 2, 2018****Page 6****ADJOURNMENT (8:32 P.M.)**

Police Chief Vairo requested that the meeting close in memory of Long Beach Fire Capt. Dave Rosa who was fatally shot while on duty and Mayor Ballin called for a moment of silence.

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

*I do hereby certify that the foregoing is a true and correct copy of the minutes of July 2, 2018, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez, CMC*  
*City Clerk*

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**AUGUST 6, 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 5:03 p.m.

Present:

Council: Mayor Sylvia Ballin, and Councilmembers Joel Fajardo and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Vice Mayor Antonio Lopez and Councilmember Jaime Soto

**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 (5:03 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

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

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – August 6, 2018**

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San Fernando Management Group (SEIU, Local 721)  
 San Fernando Public Employees' Association (SEIU, Local 721)  
 San Fernando Police Officers Association  
 San Fernando Police Officers Association Police Management Unit  
 San Fernando Police Civilian Association  
 San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)  
 All Unrepresented Employees

**B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive,  
 City of San Fernando

Agency Negotiator: 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: Mission Community Hospital and Deanco Healthcare, LLC

- Craig B. Garner, Garner Health Law Corporation
- James K. Theiring, Chief Executive Officer

San Fernando Community Health Center

- Audrey Simons, Chief Executive Officer

Partners in Care Foundation

- June Simmons, President/Chief Executive Officer

Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real Property

**C) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND  
CIRCUMSTANCES WHICH MAY FORM THE BASIS FOR INITIATING LITIGATION**

G.C. §54956.9(d)(4)

One (1) Matter

**D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles

Agency Negotiator: City Manager Alexander P. Meyerhoff, Lead Negotiator  
 Director of Public Works/City Engineer Yazdan (Yaz) Emrani  
 City Attorney Rick Olivarez  
 Assistant City Attorney Richard Padilla

Negotiating Parties: Christina Garay, LA Homes 4 U, on behalf of owner Richard C.  
 Patterson

Under Discussion: Price and Terms of Payment Regarding Acquisition of Real Property

**E) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: City owned parcels at Assessor Parcel Numbers 2521-031-901, 902 &  
 903 (San Fernando Mission Blvd., between Celis St. and Pico St.),  
 City of San Fernando

City Negotiators: City Manager Alexander P. Meyerhoff

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – August 6, 2018**

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Negotiating Parties: City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Aszkenazy Development, Inc.  
c/o Aaron Aszkenazy  
Under Negotiation: Price and Terms of Payment as it Relates to Leasing or Purchasing of  
Real Property

**F) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS A MATTER OF EXISTING  
LITIGATION**

G.C. §54956.9(d)(1)

Name of Case: Bayardo v. City of San Fernando

LASC Case No: BS174349

**RECONVENE /REPORT OUT FROM CLOSED SESSION (6:17 P.M.)**

Assistant City Attorney Padilla reported the following:

Item A – An update was provided by special counsel and by the Director of Finance Nick Kimball, direction given by the City Council but no final action was taken.

Item B – An update was provided by Community Development Director Tim Hou, general direction given by the City Council as to the status of the negotiation, but no final action was taken.

Item C – City staff laid out facts and circumstances which informed the City's potential ability to initiate litigation with respect to a particular contract matter. Feedback was given by the City Council but no final action was taken.

Item D – A general update was given by the Director of Public Works Yaz Emrani, feedback given by the City Council but no final action was taken.

Item E – An update was provided by City staff but no final action was taken.

Item F – A general update was provided by the Assistant City Attorney Padilla but no final action was taken.

**ADJOURNMENT (6:19 P.M.)**

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

*I do hereby certify that the foregoing is a true and correct copy of the minutes of August 6, 2018, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez, CMC  
City Clerk*





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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** August 20, 2018

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

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 18-082 (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. 18-082

**ATTACHMENT "A"****RESOLUTION NO. 18-082****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-082****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 20<sup>th</sup> day of August, 2018.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 20<sup>th</sup> day of August, 2018, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

**vchlist**  
**08/15/2018 10:44:35AM**

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211280	8/20/2018	100031 A-1 LAWNMOWER INC.	77212		VEHICLE MAINT-PK083 041-320-0390-4400	273.43 <b>273.43</b>
211281	8/20/2018	890104 ABBA TERMITE & PEST CONTROL	36168		PARKWAY TREE BEE REMOVAL-225 OF 001-346-0000-4300	95.00
			36311		PARKWAY TREE BEE REMOVAL-552 CH 001-346-0000-4300	95.00
			36315		TREATED BEES-1000 LUCAS ALLEY 001-346-0000-4300	95.00
					<b>Total :</b>	<b>285.00</b>
211282	8/20/2018	891587 ABLE MAILING INC.	28388	11802	MAILING & FULFILLMENT SERVICES-AI 072-360-0000-4300	78.33
			28389	11802	070-382-0000-4300 WATER ENV STORAGE FEE-JULY 2018	78.32
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					<b>Total :</b>	<b>181.65</b>
211283	8/20/2018	892930 ADVANTIDGE	72426	11805	ID CARD PRINTER 001-106-0000-4300	3,170.03
					<b>Total :</b>	<b>3,170.03</b>
211284	8/20/2018	887377 AKEMON, DOLORES	AUG 2018		COMMISSIONER'S STIPEND 001-310-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
211285	8/20/2018	892968 ALCANTAR, JAVIER	43-1440-09		WATER ACCT REFUND-464 FAYECROF 070-2010	22.29
					<b>Total :</b>	<b>22.29</b>
211286	8/20/2018	891442 ALEX AUTO DETAILING	0458		VEHICLE DETAILING 001-222-0000-4320	140.00
					<b>Total :</b>	<b>140.00</b>

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vchlist  
08/15/2018 10:44:35AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211287	8/20/2018	100143 ALONSO, SERGIO	JULY 2018		MMAP INSTRUCTOR 004-2359 001-424-0000-4430	2,000.00 3,070.00 <b>Total : 5,070.00</b>
211288	8/20/2018	887695 AL'S KUBOTA TRACTOR	125816		VEHICLE MAINT-PK0083 041-320-0390-4400	77.45 <b>Total : 77.45</b>
211289	8/20/2018	892975 ALTA LANGUAGE SERVICES INC	IS395020		(2) LISTENING & SPEAKING TEST 001-106-0000-4270	100.00 <b>Total : 100.00</b>
211290	8/20/2018	100165 AMERICAN WATER WORKS, INC.	26174	11793	PRESSURE WASHER 001-341-0000-4500	10,990.50 <b>Total : 10,990.50</b>
211291	8/20/2018	892976 APA LOS ANGELES	071218		LEADERSHIP PROGRAM 001-105-0000-4360	50.00 <b>Total : 50.00</b>
211292	8/20/2018	892961 ARIAS, ALEJANDRA	60-3020-08		WATER ACCT REFUND-1018 DE HAVEN 070-2010	69.44 <b>Total : 69.44</b>
211293	8/20/2018	888321 ARRIZON, FRANCISCO	AUG 2018		COMMISSIONER'S STIPEND 001-310-0000-4111	50.00 <b>Total : 50.00</b>
211294	8/20/2018	892762 ATLANTIS PROPERTIES LLC	35-2595-01 35-2595-02		WATER ACCT REFUND-1705 TRUMAN 070-2010 WATER ACCT RFUND-1705 TRUMAN 070-2010	1.21 79.90 <b>Total : 81.11</b>
211295	8/20/2018	890546 BARAJAS, CRYSTAL	JULY 2018		MMAP MENTOR INSTRUCTOR 109-424-3678-4260	204.00

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211295	8/20/2018	890546 890546 BARAJAS, CRYSTAL	(Continued)		<b>Total :</b>	<b>204.00</b>
211296	8/20/2018	892784 BARAJAS, MARIA BERENICE	06/30/18-08/03/18		CYCLING INSTRUCTOR 017-420-1337-4260	100.00
			06/30/18-08/03/18		TOTALY BODY CONDITIONING INSTRU 017-420-1337-4260	100.00
			06/30/18-08/03/18		CROSSFIT/CARDIO INSTRUCTOR 017-420-1337-4260	225.00
					<b>Total :</b>	<b>425.00</b>
211297	8/20/2018	892426 BEARCOM	4714653	11825	VEHICLE COMPUTERS FOR PATROL, C 001-225-0000-4500	11,574.10
					<b>Total :</b>	<b>11,574.10</b>
211298	8/20/2018	892967 BELEN MARTINEZ, CARMEN	60-2050-05		WATER ACCT REFUND-432 MACNEIL 070-2010	32.23
					<b>Total :</b>	<b>32.23</b>
211299	8/20/2018	891301 BERNARDEZ, RENATE Z.	463		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	310.00
					<b>Total :</b>	<b>310.00</b>
211300	8/20/2018	892964 BOKHCHALIAN, HAIK	54-3560-05		WATER ACCT REFUND-906 NEWTON 070-2010	17.59
					<b>Total :</b>	<b>17.59</b>
211301	8/20/2018	888800 BUSINESS CARD	070218		LODGING-PC832 CERT CONFERENCE 001-152-0000-4370	728.85
			070918		LODGING-ESRI CONFERENCE 001-310-0000-4370	488.01
					072-360-0000-4360	75.00
					070-381-0000-4370	160.86
			071118		ART CLASS SUPPLIES 017-420-1343-4300	28.52
			071118		RGSTR-ICA SUMMER SEMINAR 001-105-0000-4370	650.00
			071618		LODGING REFUND-ESRI CONF 001-310-0000-4370	-241.29

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211301	8/20/2018	888800 BUSINESS CARD	(Continued)			
			071718		LODGING-ICA ANNUAL CONFERENCE 001-101-0109-4370	1,523.92
			071718		LODGING-MMAP 109-424-3678-4260	3,148.60
			071718		LODGING-MMAP 109-424-3678-4260	359.84
			071718		DOORKNOB BAGS 001-420-0000-4300	334.78
			071818		CC & STAFF DINNER-CC MTG 07/16/18 001-101-0000-4300	35.96
			072018		AIRFARE-MMAP 004-2359	355.96
			072018		TICKETS-DAY CAMP FIELD TRIP 017-420-1399-4300	2,705.37
			072718		MATNEE MOVIES 004-2346	7.69
			073118		FINANCE CHARGES 001-190-0000-4435	260.63
			080218		FLASH DRIVES 001-150-0000-4300	514.75
			080218		RGSTR-LUNCHEON 001-105-0000-4370	40.00
			080318		STAGE SKIRT 004-2380	515.66
			080318		CAR WASH 001-105-0000-4390	18.99
			080318		ANNUAL MEMBERSHIP 001-105-0000-4380	225.00
			080318		SURFACE EQUIPMENT 001-130-0000-4300	93.99
			080618		2017 CITY OF LA BUILDING CODE 001-140-0000-4300	417.88
			080618		OFFICE SUPPLIES 001-105-0000-4300	33.90
			080718		OFFICE SUPPLIES 001-105-0000-4300	18.27

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211301	8/20/2018	888800 BUSINESS CARD	(Continued) 080818		CC & STAFF DINNER-CC MTG 08/06/18 001-101-0000-4300	61.70
					<b>Total :</b>	<b>12,562.84</b>
211302	8/20/2018	888800 BUSINESS CARD	071918		RGSTR-ARMORER COURSE IN BURBA 001-225-0000-4370	550.00
			072518		AIRFARE-SBSLI POST TRAINING IN 001-225-0000-4370	141.96
					<b>Total :</b>	<b>691.96</b>
211303	8/20/2018	888800 BUSINESS CARD	071318		RGSTR-CHAPTER MEETING ON 07/18/ 001-130-0000-4370	40.00
			073118		FINANCE CHARGES 001-190-0000-4435	1.09
					<b>Total :</b>	<b>41.09</b>
211304	8/20/2018	891964 CALIFORNIA CONSULTING, LLC	2604	11723	CONTRACTUAL SERVICES FOR GRAN 001-190-0000-4270	3,145.05
					<b>Total :</b>	<b>3,145.05</b>
211305	8/20/2018	100562 CALIFORNIA PARK & RECREATION	127560		CPRS MEMBERSHIP RENEWAL 001-420-0000-4380	145.00
					<b>Total :</b>	<b>145.00</b>
211306	8/20/2018	892621 CALIFORNIA TRAINING INSTITUTE	1599		RGSTR-FORCE ENCOUNTER ANALYSIS 001-222-0000-4360	350.00
					<b>Total :</b>	<b>350.00</b>
211307	8/20/2018	891767 CHAVEZ, ELIZABETH	06/30/18-08/03/18		ZUMBA INSTRUCTOR 017-420-1337-4260	100.00
					<b>Total :</b>	<b>100.00</b>
211308	8/20/2018	887917 CHIASSON, COURTNEY JAMES	TRAVEL		PER DIEM-POST SBSLI CLASS 418 001-225-0000-4370	125.00
					<b>Total :</b>	<b>125.00</b>
211309	8/20/2018	891460 CISNEROS, RAMIRO	39-3560-02		WATER ACCT REFUND-813 KALISHER	

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211309	8/20/2018	891460 CISNEROS, RAMIRO	(Continued)		070-2010	22.64
					<b>Total :</b>	<b>22.64</b>
211310	8/20/2018	100713 CITY OF GLENDALE	GLN0000007841		WATERMASTER COST SHARE AGREEM 070-381-0000-4270	4,916.50
					<b>Total :</b>	<b>4,916.50</b>
211311	8/20/2018	101957 CITY OF LOS ANGELES	38SF180000012		FIRE SERVICES-JULY 2018 001-500-0000-4260	233,762.75
			38SF190000001		FIRE SERVICES-AUG 2018 001-500-0000-4260	233,762.75
					<b>Total :</b>	<b>467,525.50</b>
211312	8/20/2018	889447 CMTA	80818		INVESTMENT POLICY CERTIFICATION 001-130-0000-4380	175.00
					<b>Total :</b>	<b>175.00</b>
211313	8/20/2018	892937 CORONA, AIDEE	07/19/18-08/23/18		CARDIO DANCE & PUMP INSTRUCTOR 017-420-1322-4260	180.00
					<b>Total :</b>	<b>180.00</b>
211314	8/20/2018	101982 COUNTY OF LOS ANGELES	FY2018-2019		SFVCOG FY2018/2019 DUES 001-190-0000-4380	12,500.00
					<b>Total :</b>	<b>12,500.00</b>
211315	8/20/2018	890559 CRESCENTA VALLEY WATER DISTRIC	SF21		ULARA SPECIAL COUNSEL COST SHAF 070-381-0000-4270	57.54
					<b>Total :</b>	<b>57.54</b>
211316	8/20/2018	892232 CULVER COMPANY	54248		PUBLIC OUTREACH WATER GIVEAWA 070-384-0000-4430	1,500.00
					070-381-0000-4260	5.23
					<b>Total :</b>	<b>1,505.23</b>
211317	8/20/2018	891533 DEXYP	610038095796		DOMAIN REGISTRATION & EMAIL 001-190-0000-4220	56.73

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211317	8/20/2018	891533 891533 DEXYP	(Continued)			Total : 56.73
211318	8/20/2018	100979 DOCTOR DIESEL	18-253		DIESEL FUEL MAINT 041-320-0000-4260	675.00 Total : 675.00
211319	8/20/2018	887380 DUENAS, MARIA CONCEPCION	AUG 2018 JULY 2018		MMAP PROJECT ASSISTANT 004-2359 MMAP PROJECT ASSISTANT 001-424-0000-4430	200.00 737.50 Total : 937.50
211320	8/20/2018	889121 EDGESOFT, INC.	3050	11821	EDGESOFT MAINTENANCE CONTRAC 055-135-0000-4260	8,750.00 Total : 8,750.00
211321	8/20/2018	892970 ELIAS, ANA CECILIA	33-2035-09		WATER ACCT REFUND-1110 SFRD 070-2010	73.81 Total : 73.81
211322	8/20/2018	892887 ENGINEERING SOLUTIONS SERVICES	1805-82A	11781	GRANT ASSISTANCE SERVICES 001-310-0000-4270	2,197.50 Total : 2,197.50
211323	8/20/2018	890879 EUROFINS EATON ANALYTICAL, INC	L04000622 L0401179 L0402068 L0403439		WATER ANALYSIS-F747475 070-381-0000-4260 WATER ANALYSIS-F748347 070-384-0000-4260 WATER ANALYSIS-F750078 070-384-0000-4260 WATER ANALYSIS-F751516 070-384-0000-4260	164.00 164.00 164.00 164.00 Total : 656.00
211324	8/20/2018	892974 EVANS, LYNN M.	2018-43		PRELIMINARY HEARING COPIES-IA#18 001-112-0000-4270	23.00 Total : 23.00
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211325	8/20/2018	890981 FAJARDO, JOEL	REIMB.		WELLNESS BENEFIT REIMB. FY18/19 001-101-0103-4140	225.50 Total : 225.50
211326	8/20/2018	891622 FARMER BROTHERS	68137559		BREAK ROOM SUPPLIES 001-222-0000-4300	301.01 Total : 301.01
211327	8/20/2018	101147 FEDEX	6-257-14008 6-264-18225		COURIER SERVICE 001-190-0000-4280 COURIER SERVICE 001-190-0000-4280	61.29 61.29 Total : 122.58
211328	8/20/2018	101152 FERNANDEZ, JULIE	REIMB.		FRAMES PURCHASED FOR CERTIFICA 001-101-0000-4300	78.80 Total : 78.80
211329	8/20/2018	101224 FRIENDS OF THE S.F. LIBRARY	FY18-19		CIF-REFRESHMENTS FOR MONTHLY M 053-101-0109-4430	500.00 Total : 500.00
211330	8/20/2018	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598 209-150-5250-081292 209-150-5251-040172 209-151-4939-102990 209-151-4941-102990 209-151-4943-081292 209-188-4361-031792 209-188-4362-031792		PAC 50 SHERIFFS 001-222-0000-4220 RADIO REPEATER-PD 001-222-0000-4220 MWD METER-PW 070-384-0000-4220 MUSIC CHANNEL 001-190-0000-4220 POLICE PAGING 001-222-0000-4220 RADIO REPEATER-PD 001-222-0000-4220 RCS PHONE LINES 001-420-0000-4220 POLICE MAJOR PHONE LINES	569.82 45.95 45.95 41.82 50.85 45.95 104.85
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211330	8/20/2018	892198 FRONTIER COMMUNICATIONS	(Continued)		001-222-0000-4220	576.88
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	73.80
					070-384-0000-4220	220.40
					001-420-0000-4220	250.34
			818-361-0901-051499		SEWER FLOW MONITORING	
					072-360-0000-4220	50.13
			818-361-3958-091407		CNG STATION PHONE LINE	
					074-320-0000-4220	19.54
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE	
					001-222-0000-4220	24.59
			818-838-1841-112596		ENGINEERING FAX MODEM	
					001-310-0000-4220	25.35
					<b>Total :</b>	<b>2,146.22</b>
211331	8/20/2018	887249 GALLS, LLC	010350179		CADET UNIFORM	
					001-222-0000-4300	80.76
			010350183		CADET UNIFORM	
					001-222-0000-4300	36.98
					<b>Total :</b>	<b>117.74</b>
211332	8/20/2018	101344 GOLDEN BELL PRODUCTS, INC.	16402	11790	SEWER MANHOLE COCKROACH SPRA	16,275.00
					072-360-0000-4260	
					<b>Total :</b>	<b>16,275.00</b>
211333	8/20/2018	890982 GONZALES, ROBERT C.	REIMB.		PARKING REIMB-NALEO ANNUAL CONI	
					001-101-0111-4380	96.00
					<b>Total :</b>	<b>96.00</b>
211334	8/20/2018	892550 GOVEA, DAVID	JULY 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
211335	8/20/2018	892972 GRANT WRITING USA	110116073		RGSTR-GRANT WRITING TRAINING IN	
					001-222-0000-4360	455.00
					<b>Total :</b>	<b>455.00</b>

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211336	8/20/2018	892940 GUTIERREZ, BRYANNA M.	07/28/18-09/14/18		CHEER PROGRAM COACH	
					017-420-1328-4260	200.00
					<b>Total :</b>	<b>200.00</b>
211337	8/20/2018	101434 GUZMAN, JESUS ALBERTO	JULY 2018		MMAP INSTRUCTOR	
					109-424-3678-4260	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
211338	8/20/2018	101512 HDL, COREN & CONE	0025427-IN		CONTRACT SERVICES PROPERTY	
					001-130-0000-4270	1,465.75
					<b>Total :</b>	<b>1,465.75</b>
211339	8/20/2018	890594 HEALTH AND HUMAN RESOURCE	E0185205		EAP-JULY 2018	
					001-106-0000-4260	235.30
					<b>Total :</b>	<b>235.30</b>
211340	8/20/2018	888309 HI 2 LO VOLTAGE WIRING CO, INC	18346		MONITORING SERVICES 07/01/18-09/30	
					001-222-0000-4260	75.00
					<b>Total :</b>	<b>75.00</b>
211341	8/20/2018	892962 HUAMAN, JUAN	43-3170-04		WATER ACCT RFUND-1723 SECOND	
					070-2010	104.08
					<b>Total :</b>	<b>104.08</b>
211342	8/20/2018	101599 IMAGE 2000 CORPORATION	217583		VARIOUS COPIER MAINT CONTRACT 0	
					001-135-0000-4260	735.50
					072-360-0000-4450	35.78
					001-135-0000-4260	146.68
			221443		FREIGHT COST FOR TONER	
					001-420-0000-4260	8.50
					<b>Total :</b>	<b>926.46</b>
211343	8/20/2018	891625 IMAGINATION WORKS.ORG	5241		VEHICLE MAGNETS	
					001-222-0000-4300	143.00
					<b>Total :</b>	<b>143.00</b>
211344	8/20/2018	887740 INDUSTRIAL SHOE COMPANY	I100-1146929		SAFETY BOOTS	
					070-383-0000-4310	132.00

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211357	8/20/2018	892654 892654 MONTEBELLO SPEAKER REPAIR	(Continued)			Total : 175.00
211358	8/20/2018	892535 MORAN, YOVANNI	06/30/18-08/03/18		YOGA INSTRUCTOR 017-420-1337-4260	100.00 Total : 100.00
211359	8/20/2018	892933 MORGAN PICKS TWO LLC	39-0595-01		WATER ACCT REFUND-1343 HEWITT 070-2010	37.29 Total : 37.29
211360	8/20/2018	102325 NAPA AUTO PARTS	5478-967224		LIGHT & FUEL FILTER-ME5213	
			5478-967868		041-320-0311-4400 BELTS-PK1169	134.39
			5478-967917		041-320-0390-4400 BELTS-PK1169	30.71
			5478-968948		041-320-0390-4400 BATTERY BRUSHES	30.71
					041-320-0000-4340	32.88 Total : 228.69
211361	8/20/2018	891355 NAREZ, FABIAN	JULY 2018		MMAP MENTOR INSTRUCTOR 109-424-3678-4260	204.00 Total : 204.00
211362	8/20/2018	892960 NATIONAL DATA & SURVEYING	18-5496		PED & BIKE COUNTS FOR 1 DAY @ 3 L 001-310-0000-4270	837.00 Total : 837.00
211363	8/20/2018	102410 NORTHRIDGE HOSPITAL MEDICAL	072318		SART EXAM-30151054381 001-224-0000-4270	730.00 Total : 730.00
211364	8/20/2018	892861 NSP3	IN-1800376		LAYNE PARK PLAYGROUND EQUIP 001-420-0000-4320	431.98 Total : 431.98
211365	8/20/2018	102432 OFFICE DEPOT	111293383001		OFFICE SUPPLIES 070-384-0000-4300	20.89

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211365	8/20/2018	102432 OFFICE DEPOT	(Continued)			
			1429819303001		OFFICE SUPPLIES 043-390-0000-4300	16.45
			145465902001		OFFICE SUPPLIES 043-390-0000-4300	-16.45
			164271950001		OFFICE SUPPLIES 001-310-0000-4300	18.12
					001-106-0000-4300	40.91
					001-105-0000-4300	15.97
			170859860001		OFFICE SUPPLIES 001-222-0000-4300	276.18
			170874818001		OFFICE SUPPLIES 001-222-0000-4300	17.14
			170874821001		OFFICE SUPPLIES 001-222-0000-4300	5.50
			170874822001		OFFICE SUPPLIES 001-222-0000-4300	55.65
			171341658001		OFFICE SUPPLIES 001-222-0000-4300	-105.57
			172037240001		OFFICE SUPPLIES 001-310-0000-4300	57.65
			172040459001		OFFICE SUPPLIES 001-310-0000-4300	26.28
			172888158001		OFFICE SUPPLIES 001-424-0000-4300	212.38
			175292176001		OFFICE SUPPLIES 001-422-0000-4300	177.38
			175292178001		OFFICE SUPPLIES 001-422-0000-4300	23.87
			176156795001		OFFICE SUPPLIES 001-130-0000-4300	66.41
			176160580001		OFFICE SUPPLIES 001-130-0000-4300	3.51
			2199912391		OFFICE SUPPLIES 043-390-0000-4300	-21.90
			2207073558		OFFICE SUPPLIES 043-390-0000-4300	25.04

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211365	8/20/2018	102432 OFFICE DEPOT	(Continued) 2207077016		OFFICE SUPPLIES 043-390-0000-4300	17.29
			2208102889		OFFICE SUPPLIES 001-420-0000-4300	27.88
			220893.4665		OFFICE SUPPLIES 017-420-1399-4300	131.15
			2211635461		OFFICE SUPPLIES 001-422-0000-4300	51.42
					<b>Total :</b>	<b>1,143.15</b>
211366	8/20/2018	892572 OLIVAREZ MADRUGA	4101		LEGAL SERVICES 001-110-0000-4270	16,156.44
			4389		LEGAL SERVICES 001-110-0000-4270	20,466.12
					072-360-0000-4270	240.00
					070-110-0000-4270	40.00
					<b>Total :</b>	<b>36,902.56</b>
211367	8/20/2018	892965 OSORNIA, AVELINA	54-3062-00		WATER ACCT REFUND-812 N BRAND 070-2010	7.27
					<b>Total :</b>	<b>7.27</b>
211368	8/20/2018	892749 PACHECO, VERONICA	JULY 2018		COMMISSIONER'S STIPEND 001-115-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
211369	8/20/2018	890004 PACIFIC TELEMAGEMENT SERVICE	100143		PD PAYPHONE-SEPT 2018 001-190-0000-4220	62.64
					<b>Total :</b>	<b>62.64</b>
211370	8/20/2018	892958 PADILLA'S AUTO CENTER	180723		VEHICLE MAINT-PK8230 041-320-0390-4400	745.33
					<b>Total :</b>	<b>745.33</b>
211371	8/20/2018	892360 PARKING COMPANY OF AMERICA	INVM0012551	11731	DIAL A RIDE AND TROLLEY SERVICES 008-313-0000-4260	22,184.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211371	8/20/2018	892360 PARKING COMPANY OF AMERICA	(Continued)			
				11731	007-313-0000-4260	17,457.00
				11731	007-440-0442-4260	6,200.29
					<b>Total :</b>	<b>45,841.77</b>
211372	8/20/2018	102577 PASADENA POLICE DEPARTMENT	070718		RGSTR-SPECIAL EVENT PLANNING SE 001-222-0000-4360	153.00
					<b>Total :</b>	<b>153.00</b>
211373	8/20/2018	892963 PEREZ, ALMA	54-4072-03		WATER ACCT REFUND-1711 GLENOAK 070-2010	87.65
					<b>Total :</b>	<b>87.65</b>
211374	8/20/2018	890324 PEREZ, JUAN	INV0024	11809	REFEREE & SCORE KEEPER SVS FOR 017-420-1328-4260	2,066.00
					<b>Total :</b>	<b>2,066.00</b>
211375	8/20/2018	892957 PIONEER FIRE PROFESSIONALS INC	359754		RECHARGE VEHICLE EXTINGUISHERS 041-320-0225-4400	100.40
					<b>Total :</b>	<b>100.40</b>
211376	8/20/2018	102779 RAMIREZ, THOMAS	JULY 2018		KARATE INSTRUCTOR 017-420-1326-4260	390.00
					<b>Total :</b>	<b>390.00</b>
211377	8/20/2018	102781 RAMOS, RICHARD	JULY 2018		MMAP INSTRUCTOR 109-424-3678-4260	2,700.00
					<b>Total :</b>	<b>2,700.00</b>
211378	8/20/2018	892854 RELIANT HIRING SOLUTIONS	070918		RGSTR-LAW ENFORCEMENT JOB FAIR 001-222-0000-4270	150.00
					<b>Total :</b>	<b>150.00</b>
211379	8/20/2018	891881 REMENIH, MICHAEL	JULY 2018		COMMISSIONER'S STIPEND 001-115-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
211380	8/20/2018	887296 ROBLEDO, OLIVIA	JULY 2018		COMMISSIONER'S STIPEND	

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211380	8/20/2018	887296 ROBLEDO, OLIVIA	(Continued)		001-115-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
211381	8/20/2018	890362 RTB BUS LINE	18405		BUS-DAY CAMP FIELD TRIP TO PACIFK 007-440-0443-4260	796.00
					<b>Total :</b>	<b>796.00</b>
211382	8/20/2018	102988 SAFETY-KLEEN CORP.	77141037		HYDRAULIC OIL 041-1215	79.27
					<b>Total :</b>	<b>79.27</b>
211383	8/20/2018	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		REIMB-VARIOUS EXPENSES 001-226-0230-4430	165.94
					<b>Total :</b>	<b>165.94</b>
211384	8/20/2018	103051 SAN FERNANDO POLICE	FY18/19		CIF- 2018 NATIONAL NIGHT OUT EVEN' 053-101-0109-4430 053-101-0101-4430	500.00 500.00
					<b>Total :</b>	<b>1,000.00</b>
211385	8/20/2018	892416 SANCHEZ, KARLA	06/30/18-08/03/18		ZUMBA INSTRUCTOR 017-420-1337-4260	375.00
					<b>Total :</b>	<b>375.00</b>
211386	8/20/2018	103184 SMART & FINAL	27773		TBC SUPPLIES 004-2391	31.76
			27774		SUPPLIES FOR SENIOR CLUB TRIP 004-2383	22.99
					004-2346	32.43
			41702		NATIONAL NIGHT OUT EVENT-WATER I 070-381-0000-4430	31.05
			42177		WATER & ICE 001-424-0000-4300	13.91
			42490		DAY CAMP ACTIVITIES SUPPLIES 017-420-1399-4300	197.55
			54699		DAY CAMP ACTIVITIES SUPPLIES	
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211386	8/20/2018	103184 SMART & FINAL	(Continued)		017-420-1399-4300	121.07
			55358		DAY CAMP ACTIVITIES SUPPLIES 017-420-1399-4300	66.90
			57032		DAY CAMP ACTIVITIES SUPPLIES 017-420-1399-4300	151.51
			57344		TBC MOVIE NIGHT SUPPLIES 004-2391	91.01
			57352		MISC SUPPLIES 004-2346	5.71
			57353		SUPPLIES-SENIOR CLUB MEETING 004-2380	106.44
			57816		ICE FOR MOVIE NIGHT 004-2391	21.95
			59097		ICE 001-424-0000-4300	3.08
					<b>Total :</b>	<b>897.36</b>
211387	8/20/2018	103193 SNAP-ON INDUSTRIAL	ARV/36788081		AIR IMPACT GUN 041-320-0000-4310	409.87
					<b>Total :</b>	<b>409.87</b>
211388	8/20/2018	892367 SOLIS, MARGARITA	30		L P SENIOR PETTY CASH REIMB. 004-2380	28.25
					<b>Total :</b>	<b>28.25</b>
211389	8/20/2018	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC- 910 FIRST 043-390-0000-4210	9,708.25
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS 027-344-0000-4210	15,002.34
					029-335-0000-4210	2,325.31
					070-384-0000-4210	1,478.54
					043-390-0000-4210	13,064.13
			2-33-746-5215		ELECTRIC-190 PARK 027-344-0000-4210	541.88
			2-39-084-2581		ELECTRIC-1117 SECOND 043-390-0000-4210	26.14
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211389	8/20/2018	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued) 2-39-717-6769		ELECTRIC-801 EIGHTH 043-390-0000-4210	29.05
					<b>Total :</b>	<b>42,175.64</b>
211390	8/20/2018	102974 SOUTHERN CALIFORNIA PUBLIC	FY18-19		FY 2018/2019 MEMBERSHIP DUES 001-106-0000-4380	150.00
					<b>Total :</b>	<b>150.00</b>
211391	8/20/2018	890834 SPARKLING IMAGE CORP	81589		CAR WASHES-JUNE 2018 001-222-0000-4320	164.00
					<b>Total :</b>	<b>164.00</b>
211392	8/20/2018	889149 STAPLES BUSINESS ADVANTAGE	8050727324		BREAKROOM SUPPLIES 001-190-0000-4300	67.53
					<b>Total :</b>	<b>67.53</b>
211393	8/20/2018	892959 STRAIGHTLINE EQUIPMENT	4390		REPAIR AIR LEAK ON TIRE MOUNTER 041-320-0000-4320	1,118.51
					<b>Total :</b>	<b>1,118.51</b>
211394	8/20/2018	888263 SUNBELT RENTALS, INC	80937839-0001		RENTAL OF EQUIP-BIKEWAY CLEAN UP 043-390-0000-4250	349.35
					<b>Total :</b>	<b>349.35</b>
211395	8/20/2018	888946 TEKWERKS	21391		2-YEAR WEBSITE SECURITY (GO DADI 001-135-0000-4260	434.50
					<b>Total :</b>	<b>434.50</b>
211396	8/20/2018	103205 THE GAS COMPANY	042-+320-6900-7 088-520-6400-8 090-620-6400-2 143-287-8131-6		GAS-910 FIRST 043-390-0000-4210 GAS-117 MACNEIL 043-390-0000-4210 GAS-120 MACNEIL 070-381-0000-4210 072-360-0000-4210 043-390-0000-4210 GAS-208 PARK	91.20 39.04 7.57 7.57 15.15
					<b>Total :</b>	<b>19</b>

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211396	8/20/2018	103205 THE GAS COMPANY	(Continued)		043-390-0000-4210	36.70
					<b>Total :</b>	<b>197.23</b>
211397	8/20/2018	101528 THE HOME DEPOT CRC, ACCT#603532202490	7591194 7973135 8581260 9574500		MISC ITEMS 043-390-0000-4300 SALT & PALLET FEE 070-384-0301-4300 SMALL TOOLS 041-320-0000-4340 MISC SUPPLIES 001-311-0000-4300	45.00 1,692.33 283.68 39.49
					<b>Total :</b>	<b>2,060.50</b>
211398	8/20/2018	102431 THE ODYSSEY RESTAURANT	071918		DEP-LP CLUB ANNUAL HOLIDAY PARTY 004-2380	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
211399	8/20/2018	101024 THE VALLEY ECONOMIC ALLIANCE	4059		ANNUAL MEMBERSHIP DUES-FY 18/19 001-190-0000-4380	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
211400	8/20/2018	103903 TIME WARNER CABLE	10328062718 10518072118 222204062018		CABLE- CITY HALL 08/05/18-09/04/18 001-190-0000-4220 CABLE REC PARK-07/29-08/28 (INCLUD 001-420-0000-4260 CABLE-PW 07/29/18-08/28/18 043-390-0000-4260	128.33 443.90 105.22
					<b>Total :</b>	<b>677.45</b>
211401	8/20/2018	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION 001-420-0000-4220	79.69
					<b>Total :</b>	<b>79.69</b>
211402	8/20/2018	103413 TRANS UNION LLC	7806352		CREDIT CHECK 001-222-0000-4260	65.00
					<b>Total :</b>	<b>65.00</b>
					<b>Total :</b>	<b>20</b>

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211403	8/20/2018	892738 TRANSIT SYSTEMS UNLIMITED, INC	63054		CNG FUEL FOR CITY FLEET 041-320-0152-4402	669.91
					Total :	669.91
211404	8/20/2018	890998 TRUJILLO, RODOLFO	AUG 2018		COMMISSIONER'S STIPEND 001-310-0000-4111	50.00
					Total :	50.00
211405	8/20/2018	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (	15122187		REIMB. OF POSTAGE MACHINE 001-190-0000-4280	1,500.00
					Total :	1,500.00
211406	8/20/2018	103463 U.S. POSTMASTER	AUG 2018		POSTAGE-AUG WATER BILLS 072-360-0000-4300 070-382-0000-4300	534.26 534.25
					Total :	1,068.51
211407	8/20/2018	103445 UNDERGROUND SERVICE ALERT	720180679		(85) USA DIGALERT TICKETS & MAINT I 070-381-0000-4260	150.25
					Total :	150.25
211408	8/20/2018	103439 UPS	831954318		COURIER SERVICE 001-190-0000-4280	122.62
					Total :	122.62
211409	8/20/2018	892971 VALDIVIA, RIGOBERTO	2000377.001		FACILITY RENTAL REFUND 001-3777-0000	100.00
					Total :	100.00
211410	8/20/2018	889627 VERIZON CONFERENCING	Z6416929		CONFERENCE CALLS-JULY 2018 001-190-0000-4220	7.53
					Total :	7.53
211411	8/20/2018	100101 VERIZON WIRELESS-LA	9809771984		PD CELL PHONE PLANS 001-222-0000-4220	159.89
			9811082318		MDT MODEMS-PD UNITS 001-222-0000-4220	1,191.75
			9811338692		BLDG & SAFETY SUPERVISOR CELL PI	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211411	8/20/2018	100101 VERIZON WIRELESS-LA	(Continued)		001-140-0000-4220	5.36
			9811388607		VARIOUS CELL PHONE PLANS 001-222-0000-4220	279.12
			9811630591		001-152-0000-4220 PD CELL PHONE PLANS 001-222-0000-4220	114.03 149.05
			9811640740		CITY YARD CELL PHONE PLANS 070-384-0000-4220	135.04
					043-390-0000-4220	21.09
					041-320-0000-4220	21.09
					072-360-0000-4220	31.58
			98116594		VARIOUS CELL PHONE PLAN 001-106-0000-4220	41.24
					070-384-0000-4220	51.24
					001-310-0000-4220	33.55
					Total :	2,234.03
211412	8/20/2018	892551 VFW POST 3834	FY 18-19		CIF-FLAG & POST 053-101-0101-4430	773.95
					Total :	773.95
211413	8/20/2018	887212 VILLAFANA, REBEKAH	JULY/AUG 2018		GRANT ASSISTANT 109-424-3678-4260	1,200.00
					Total :	1,200.00
211414	8/20/2018	103603 VULCAN MATERIALS COMPANY	71907625		FILL SAND 072-360-0000-4300	430.49
			71907626		AGG BASE 072-360-0000-4300	618.80
					Total :	1,049.29
211415	8/20/2018	890970 WEX BANK	55235136		FULE FOR FLEET 041-320-0152-4402	386.36
					041-320-0221-4402	284.02
					041-320-0222-4402	156.56
					041-320-0224-4402	308.41
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211415	8/20/2018	890970 WEX BANK	(Continued)			
					041-320-0225-4402	4,263.33
					041-320-0226-4402	2.00
					041-320-0228-4402	516.41
					041-320-0311-4402	346.57
					041-320-0312-4402	2.00
					041-320-0320-4402	48.60
					041-320-0346-4402	4.00
					041-320-0370-4402	369.50
					041-320-0390-4402	956.14
					041-320-0420-4402	2.00
					007-313-3630-4402	218.27
					029-335-0000-4402	132.85
					072-360-0000-4402	366.26
					070-383-0000-4402	1,801.69
					<b>Total :</b>	<b>10,164.97</b>
211416	8/20/2018	889138 WIEDER, CAROL	080618		INTERPRETATION SERVICES -CC MTG	
					001-101-0000-4270	310.00
					<b>Total :</b>	<b>310.00</b>
211417	8/20/2018	891531 WILLDAN ENGINEERING	00327128	11662	NPDES COMPLIANCE & LA EWMG	
					001-310-0000-4260	4,486.50
					<b>Total :</b>	<b>4,486.50</b>
211418	8/20/2018	892785 WONG, MICHELLE	06/30/18-08/03/18		YOGA INSTRUCTOR	
					017-420-1337-4260	150.00
					<b>Total :</b>	<b>150.00</b>
211419	8/20/2018	103716 WORKBOOT WAREHOUSE	4-29682		SAFETY BOOTS	
					043-390-0000-4310	202.58
					<b>Total :</b>	<b>202.58</b>
211420	8/20/2018	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	JULY 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211421	8/20/2018	103752 ZUMAR INDUSTRIES, INC.	0177821		SIGN FOR LAYNE PARK	
					017-420-3708-4600	387.36
					019-423-3708-4600	529.00
					<b>Total :</b>	<b>916.36</b>
142	Vouchers for bank code :		bank3		<b>Bank total :</b>	<b>794,309.97</b>
142	Vouchers in this report				<b>Total vouchers :</b>	<b>794,309.97</b>

Voucher Registers are not final until approved by Council.

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**SPECIAL CHECKS**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211272	8/2/2018	102519 P.E.R.S.	AUG 2018		HEALTH INS. BENEFITS-AUG 2018 001-1160	139,916.73
Total :						139,916.73
1 Vouchers for bank code : bank3						Bank total : 139,916.73
1 Vouchers in this report						Total vouchers : 139,916.73

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## SPECIAL CHECKS

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210900	7/2/2018	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INSURANCE BENEFITS - JULY 2018 001-1160	2,449.62
					<b>Total :</b>	<b>2,449.62</b>
210901	7/2/2018	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS - JULY 2018 001-1160	234.96
					<b>Total :</b>	<b>234.96</b>
210902	7/2/2018	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - JULY 2018 001-1160	11,814.76
					<b>Total :</b>	<b>11,814.76</b>
211013	7/12/2018	103648 CITY OF SAN FERNANDO	PR 7-13-18		REIMB FOR PAYROLL W/E 7-6-18 001-1003 007-1003 008-1003 017-1003 018-1003 027-1003 029-1003 041-1003 043-1003 070-1003 072-1003 119-1003 120-1003	362,291.93 733.01 1,638.69 18,340.37 63,426.06 4,048.70 1,914.95 9,498.39 15,396.14 33,320.30 22,608.44 1,501.78 1,040.11
					<b>Total :</b>	<b>535,758.87</b>
211014	7/16/2018	887627 STANDARD INSURANCE	JULY 2018		LIFE/AD&D INS. BENEFITS-JULY 2018 001-1160	3,569.31
					<b>Total :</b>	<b>3,569.31</b>
211015	7/19/2018	103825 CONTROLLER-STATE OF CALIFORNIA	NONPO		FY17/18 AUDIT CONFIRMATION OF 001-130-0000-4270	150.00
					<b>Total :</b>	<b>150.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211017	7/26/2018	103648 CITY OF SAN FERNANDO	PR 7-27-18		REIMB FOR PAYROLL W/E 7-20-18 029-1003 041-1003 043-1003 070-1003 072-1003 119-1003 120-1003 001-1003 007-1003 008-1003 017-1003 018-1003 027-1003	2,336.04 9,334.86 18,794.32 33,998.00 22,333.96 1,476.48 361.70 325,144.58 813.22 2,061.10 20,791.51 66,549.00 3,176.17
					<b>Total :</b>	<b>507,170.94</b>
7 Vouchers for bank code : bank3						<b>Bank total : 1,061,148.46</b>
7 Vouchers in this report						<b>Total vouchers : 1,061,148.46</b>

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## 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:** August 20, 2018

**Subject:** Consideration to Accept the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvements Grant and Award a Contract to Willdan Engineering to Design the Project, Federal Project No. H8-07-046

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the Highway Safety Improvement Program grant from the California Department of Transportation in the amount of \$1,096,000.
- b. Adopt Resolution No. 7875 (Attachment "A"), authorizing the execution of a Highway Safety Improvement Program Agreement with the California Department of Transportation for the HSIP Cycle 8 Traffic Signal Improvements Project;
- c. Adopt Resolution No. 7880 (Attachment "B") amending the Fiscal Year (FY) 2018-2019 adopted budget appropriating the grant expenditures and revenues as well as the local matching funds for the HSIP Cycle 8 Traffic Signal Improvements Project; and
- d. Approve Contract No. 1893 (Attachment "C"), with Willdan Engineering for the Design Phase of the HSIP Cycle 8 Traffic Signal Improvements Project in the amount of \$111,571.00, and authorize a 10 percent contingency (\$11,157) for a total contract amount of \$122,728.

### BACKGROUND:

1. In August 2016, the City hired Evan Brooks Associates to prepare and submit a 2016 California Department of Transportation (Caltrans) HSIP Cycle 8 Grant Application.
2. In November 2016, the California Department of Transportation (Caltrans) awarded the City a grant in the amount of \$1,096,000.

**Consideration to Award a Contract to Willdan Engineering for the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvements Project, Federal Project No. H8-07-046**

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3. On January 25, 2018, a Request for Proposals (RFP) for the Traffic Signal Improvements was published on City's Website and *San Fernando Valley Sun Newspaper*.
4. On March 1, 2018, the City Clerk's office received one bid proposal from Willdan.

**ANALYSIS:**

As part of the City's FY 2018-2019 Budget, the City Council approved a project titled "Highway Safety Improvement Program, Traffic Signal Improvements," which involves the installation of larger signal heads, modification of traffic signals and installation of protected left-turn phase signals at nine intersections. The bulk of this project is funded through the State of California Highway Safety Improvement Program.

Based on a review of traffic safety concerns, traffic studies, and history of accidents, the Metrolink Corridor was identified for improvements. These improvements will help to improve traffic and pedestrian safety.

**Project Details.**

The work for this project includes the installation of larger signal heads, additional street lighting and protected left turn signal phases where left turns currently exist in addition to preparation of environmental documents and technical studies. A total of nine intersection form part of this project. The intersections include:

- First Street at Hubbard Avenue
- First Street at N. Maclay Avenue
- San Fernando Road at N, Brand Boulevard
- San Fernando Road at N, Maclay Avenue
- San Fernando Road at Hubbard Avenue
- Truman Street at Wolfskill Street
- Truman Street at N, Brand Boulevard
- Truman Street at N, Maclay Avenue
- Truman Street at Hubbard Avenue

As part of the design, the Consultant will also be required to establish the requirements to connect the traffic signals to a future Traffic Signal Synchronization system with the City of Los Angeles Department of Transportation.

On March 1, 2018, at 11:00 a.m., the City Clerk received and opened one bid for design of these improvements. Staff analyzed the bid and determined the sole bid from Willdan to be a responsive bid. The table below summarizes the bids received for project construction:

**Consideration to Award a Contract to Willdan Engineering for the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvements Project, Federal Project No. H8-07-046**

Page 3 of 4

<b>RANK</b>	<b>BIDDER</b>	<b>BID AMOUNT</b>
1	Willdan	\$111,571.00

Willdan has successfully designed similar projects for the cities of La Puente, West Covina, Pico Rivera and Inglewood.

**BUDGET IMPACT:**

The proposed budget for the Planning/Design Phase of the project includes several funding sources. The HSIP grant covers \$65,600 of the cost for design which includes environmental and Plans, Specifications and Estimates.

Additional funding from 025-311-XXXX-4600 is necessary to cover the \$60,000 difference for preliminary design engineering and contingency.

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
HSIP Grant	010-3686-0562	\$ 1,096,000.00
Measure R Funds (City Match)	012-3210-0000	\$ 60,000.00
<b>Total Sources:</b>		<b>\$ 1,156,000.00</b>

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
DESIGN		
Preliminary Engineering (Environmental/Design)	010-311-0562-4600 012-311-0562-4600	\$ 122,728.00
<b>Subtotal</b>		<b>\$ 122,728.00</b>
CONSTRUCTION		
Construction	010-311-0562-4600	\$ 1,033,272.00
<b>Total Uses:</b>		<b>\$ 1,156,000.00</b>

**CONCLUSION:**

Completing the planning and design phase for the HSIP Traffic Signal Improvements Project will continue the City's proactive efforts related traffic and pedestrian safety. This project is a

**Consideration to Award a Contract to Willdan Engineering for the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvements Project, Federal Project No. H8-07-046**Page 4 of 4

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prelude to future traffic safety projects in the City of San Fernando. Based on these factors, it is recommended that the City Council authorize the City Manager to execute contract with Willdan Engineering and approve any change orders or additional scope of work deemed necessary up to the approved project budget of \$122,728.

**ATTACHMENTS:**

- A. Resolution No. 7875
- B. Resolution No. 7880
- C. Contract No. 1893

**ATTACHMENT “A”****RESOLUTION NO. 7875****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE EXECUTION OF A HIGHWAY SAFETY IMPROVEMENT PROGRAM AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE SAN FERNANDO TRAFFIC SIGNAL IMPROVEMENT PROJECT**

**WHEREAS**, funding for the Highway Safety Improvement Program (HSIP) comes from a variety of local, state, and federal sources;

**WHEREAS**, the City of San Fernando submitted an application for HSIP Cycle 8 Grant funding to complete both the design and construction phases of the San Fernando Traffic Signal Improvements Project;

**WHEREAS**, the California Department of Transportation (Caltrans), authorized a grant in the amount of \$1,096,000 for the San Fernando Traffic Signal Improvements Project;

**WHEREAS**, Caltrans is responsible for the administration of the HSIP Cycle 8 grant and has approved the City of San Fernando’s submitted application under this grant program.

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

**SECTION 1.** The City Manager (“the Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the City of San Fernando, a funding agreement from Caltrans for the design and construction of the San Fernando Traffic Signal Improvements Project.

**SECTION 2.** This Authorized Representative, or his/her designee, is designated to represent the City of San Fernando in carrying out the City’s responsibilities under the funding agreement, including certifying disbursement requests on behalf of the City and maintaining compliance with applicable requirements.

**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of August, 2018.

---

Sylvia Ballin, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 20<sup>th</sup> day of August, 2018, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

**ATTACHMENT "B"****RESOLUTION NO. 7880****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET  
FOR THE FISCAL YEAR 2018-2019 ADOPTED ON JUNE 18, 2018**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2018-2019, commencing July 1, 2018, and ending June 30, 2019; and

**WHEREAS**, the City Council has determined that it is necessary to amend the expenditures of the current City budget; and

**WHEREAS**, the City's requires funding for the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvements Projects; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019, a copy of which is on file in the City Clerk's Office, was adopted on June 18, 2018.

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

**Section 1.** The following adjustments are made to the City Budget:

CAPITAL GRANTS: HSIP Cycle 8- Traffic Signal Improvements Project

Increase in Expenditures

010-311-0562-4600

\$1,096,000

012-311-0562-4600

\$60,000

Increase in Revenues

\$1,096,000

010-3686-0562

**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of August, 2018.

---

Sylvia Ballin, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 20<sup>th</sup> day of August, 2018, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk



## PROFESSIONAL SERVICES AGREEMENT

### Willdan Engineering

#### San Fernando Traffic Signal Improvements Project

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of August 2018 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Willdan Engineering, a California corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

### **I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
  - 1.2 **TERM:** This Agreement shall have a term of 16 Months commencing on August 22, 2018 and concluding December 31, 2019. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
  - 1.3 **COMPENSATION:**
    - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is Table 6.1. "Fee Proposal for Feasibility and Preliminary Design" set forth in **Exhibit "B"** (hereinafter, the "Approved Rate Schedule").
    - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted
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## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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aggregate sum of **ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED SEVENTY-ONE DOLLARS** (\$111,571) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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## II. PERFORMANCE OF AGREEMENT

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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

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

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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

### III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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

#### IV. INDEMNIFICATION

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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

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

## V. TERMINATION

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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

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

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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

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

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### San Fernando Traffic Signal Improvements Project

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

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

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## VI. MISCELLANEOUS PROVISIONS

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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**CONSULTANT:**

Willdan Engineering  
13191 Crossroads Parkway North,  
Suite 405  
Industry, CA 91746  
Attn: Vanessa Munoz, Director of  
Engineering  
Phone: 562 368-4848  
Fax: 562.695-2120

**CITY:**

City of San Fernando  
Public Works Department  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Yazdan T. Emrani, Director of Public  
Works/City Engineer  
Phone: 818-898-1222  
Fax: 818-361-6728

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

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

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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

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

**(SIGNATURE PAGE TO FOLLOW)**

**PROFESSIONAL SERVICES AGREEMENT****San Fernando Traffic Signal Improvements Project**Page 17 of 17

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

**CITY OF SAN FERNANDO****Willdan Engineering**

By: \_\_\_\_\_  
Alexander P. Meyerhoff, City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Rick R. Olivarez, City Attorney

## City of San Fernando

### Revised Project Scope of Services ( July 26, 2018)

#### Task 1 – General

The day-to-day management of the HSIP Cycle 8 Traffic Signal Improvement project will lie with Mr. Lau. He will be responsible for overseeing all services provided, maintaining a beneficial relationship with City staff and other stakeholders, planning and guiding the work plan, and coordinating with the project team – including our two subconsultants. Mr. Lau will ensure that project requirements are clearly understood and reinforced through frequent communications with the entire project team and careful review of deliverables. Ms. Vanessa Muñoz, PE, TE, PTOE, our Principal-in-Charge, will be accessible to City staff throughout the project's duration.

**Task 1.1 – Meetings.** Upon project award, Mr. Lau, will hold a kick-off meeting with City project staff, stakeholders, and Willdan's task leaders and subconsultant to develop a common understanding of the project's goals, timelines, and deliverables to finalize a detailed scope for the City's approval. Willdan's approach to, and execution of, the project tasks will be to the point with appropriate levels of effort planned and maintained throughout the project's duration. This will be achieved by implementing these project management tasks:

- ⇒ *Task 1.1 Deliverables*
- ✓ Meeting agendas
  - ✓ Meeting minutes
  - ✓ Meeting attendance rosters

- Project work plan
- Draft project schedule
- Monthly status reports and invoices
- Issue/action item/decision log
- Project coordination with City
- Schedule and budget management

Willdan will report progress to the City on a regular basis and as necessary to keep the project schedule up-to-date and the project team on the same page. Willdan will submit a monthly progress report to accompany invoices. The reports will generally include a narrative of work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues. The report can be customized and formatted to best suit the needs of the City.

#### Task 1.2 – Coordinate with Los Angeles Department of Transportation Traffic Signal Synchronization System.

Willdan will coordinate with Los Angeles Department of Transportation (LADOT) to connect seven project intersections along San Fernando Road and Truman Street to LADOT's Automated Traffic Surveillance and Control (ATSAC) signal system. Willdan's design plans will feature signal controller and software systems and interconnect communications that can be directly integrated with the ATSAC signal system.

**Task 1.3 – Schedule.** We understand the importance of completing the project in a timely manner and Willdan is committed to working closely with the City to finalize a schedule to meet the City's project timing requirements. A preliminary project schedule for the tasks outlined in this Project Scope of Services is included immediately following this paragraph. The draft project schedule was developed utilizing a critical path method to address approvals and deliverables required for processing the project. The schedule includes major activities, milestones, deliverables, internal quality control processes, and designated City review of submitted documents. The schedule will be updated monthly to reflect actual and forecasted completions. Mr. Lau can, then, anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. If a project is falling behind schedule, the project manager will meet with team members, identify the problem, and ensure extra support and effort are expended to bring the project back on track. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain within the agreed-upon scheduling.

- ⇒ *Task 1.3 Deliverables*
- ✓ Project schedule with updates as necessary

## City of San Fernando

### Task 2 – Planning, Environmental, and Conceptual Design

#### Task 2.1 – Traffic Counts and LT Warrant Analysis.

Willdan will utilize the services of City Traffic Counters to collect AM and PM peak-hour turning movement counts for one weekday for the nine intersections. Upon completion of the traffic data collection, Willdan will prepare a. A left-turn phasing analysis will be performed for all nine intersections to determine which locations meet the 2014 California Manual on Uniform Traffic Control Devices requirements for installation of protected left-turn phasing.

##### ⇒ Task 2.1 Deliverables

- ✓ Traffic Count Collection Traffic count files
- ✓ Left-turn phasing analysis

**Task 2.2 – Research of Record Information.** Willdan will obtain available as-built drawings, survey data, HSIP grant application, and utility contact information from the City. The research may include assessor parcel maps, tract maps, recently completed or planned improvement drawings, as-built drawings for street, traffic signals, signing, striping, and storm drain, as well as municipal improvements such as water and sewer as-builts, atlases, and/or GIS information. Willdan will verify known underground utilities to avoid conflicts with the proposed traffic signal improvements.

**Task 2.3 – Environmental.** Willdan assumes this project will require a Categorical Exemption for CEQA compliance and a Categorical Exclusion without technical studies for NEPA compliance and excludes preparation of technical studies or acquiring permits and/or cooperative/maintenance agreements. Willdan can amend this proposal to provide additional scope and corresponding fee if Caltrans requires technical studies for NEPA compliance or a system engineering management plan for ITS projects. Willdan will:

##### ⇒ Task 2.3 Deliverables

- ✓ LAPM Exhibit 7-B Field Review
- ✓ LAPM Exhibit 7-C Roadway Data
- ✓ LAPM Exhibit 7-G Field Review Attendance Roster
- ✓ LAPM Exhibit 6-A Preliminary Environmental Study
- ✓ LAPM Exhibit 6-E Categorical Exemption/Programmatic Categorical Exclusion Determination

- Prepare LAPM Exhibits 7-B Field Review, 7-C Roadway Data, and 7-G Field Review Attendance Roster
- Prepare LAPM Exhibit 7-I Systems Engineering Review Form if required for ITS project and not previously prepared by the City and submitted to Caltrans with the RFA for PE package
- Prepare Notice of Exemption
- Prepare LAPM Exhibits 6-A Preliminary Environmental Study and 6-E Categorical Exemption/Programmatic Categorical Exclusion Determination Form
- Submit package to Caltrans along with applicable attachments such as typical sections, project footprint map, FTIP sheet, and approved HSIP project list
- 

**Task 2.4 – Utilities Coordination.** Willdan will mail notices to the utility companies in accordance with the City's procedures. Documentation of contacts and responses will be copied to the City. Willdan will prepare the utility notices and deliver them to the City for mailing under City letterhead. If so desired by the City, Willdan can transmit these notices under Willdan's letterhead; however, the City will be responsible for any fees assessed to Willdan by the utility companies. In either case, all responses, questions, and correspondence from the utility companies will be addressed to Willdan's utility coordinator. Willdan will also provide utility dispositions identifying existing utility locations above and below ground. Willdan will:

##### ⇒ Task 2.4 Deliverables

- ✓ Copies of transmittals, submittals, and letters sent to utilities and agencies
- ✓ A summary of utility coordination status upon delivery of final construction contract documents

- Notify and coordinate with utility agencies regarding project-related modifications to their facilities; determine special requirements for utility facilities, including protection, right-of-way, and construction methods within the utility vicinity

## City of San Fernando

- Provide second utility notification letter (prepare to relocate) and third utility notification letter (notice to relocate)
- If necessary, provide fourth utility notification letter (notice to relocate immediately)
- Submit preliminary and final set of plans to each utility company with clouded demarcations to illustrate areas that conflict
- Verify that project's final design is compatible with known utilities to be installed, relocated, adjusted, or otherwise modified, including adding utility relocation windows into construction schedule as necessary
- Coordinate service feed point, if necessary, with PG&E and prepare application

**Task 2.5 – Utility Potholing.** Willdan will utilize the services of Bess Testlab, Inc. to provide potholing of underground utilities to determine the depth for clearance or conflicts with any underground utility lines. Utility potholing will be performed for each large traffic signal pole with a mast arm that is to be installed as part of the project to ensure there are no utility conflicts with the proposed placement locations. Utility potholing will be conducted during the design phase following the City's approval of 65% design plans. For the purposes of this proposal, 18 utility potholes will be included and any additional utility potholes will be performed for an additional fee.

### ⇒ Task 2.5 Deliverables

- ✓ Utility pothole reports

**Task 2.6 – Preliminary Design.** Willdan will prepare conceptual traffic signal plans showing tentative equipment locations; signing and striping changes, if needed; ADA-compliant curb ramps; and other proposed equipment. Conceptual layout plans will be computer-drafted in AutoCAD 2015 for standard 24-inch by 36-inch plan size.

### ⇒ Task 2.6 Deliverables

- ✓ Two full-size, hard-copy plan sets and one electronic PDF set at 35% conceptual completion

## Task 3 – Engineering Design – Plans, Specifications, and Estimates (PS&E)

Willdan will prepare engineering plans, construction specifications, and engineers estimate of construction costs (PS&E). Design plans will be prepared in accordance with the City's drafting standards, formats, and conventions. Plans will be computer-drafted in AutoCAD 2015 for standard 24-inch by 36-inch plans and comply with City of San Fernando's and Caltrans' latest standard plans and specifications and the California Manual on Uniform Traffic Control Devices (CA MUTCD). Design plans will be submitted full-size on bond at the 65-percent, 100-percent, and final submittals for the City's review and comment. Final approved drawings will be plotted on Mylar and shall be wet-stamped and signed by a state-registered civil engineer.

**Task 3.1 – Improvement Plan Preparation.** The traffic signal modification plans will be prepared at a scale of 1" = 20' for all nine project intersections and will include all utilities and existing above-ground features, inclusive of overhead utilities. The design plans will address installation of proposed signal heads, street lighting, and protected left-turn phasing. Other relevant features of the traffic signal design include installing new signal poles, providing for emergency vehicle pre-emption, protecting existing communication facilities, and evaluating existing battery back-up system in the service pedestal and pedestrian countdown heads. Minor signing and striping improvements and upgrading existing non-complaint pedestrian curb ramps to ADA compliance at the intersections will be shown on the traffic signal modification plans.

### ⇒ Task 3.1 Deliverables

- ✓ Two full-size, hard-copy plan sets and one electronic PDF set at 65%, 100%, and final design completion

The intent of the traffic signal modification plans is to satisfy the objective of the HSIP grant application. Willdan will evaluate all traffic signal equipment against current CA MUTCD guidelines and Caltrans standard plans and specifications. Willdan will identify any deficiencies of the existing traffic signal control equipment and provide recommendations toward simple, low-cost mitigations or solutions that may be implemented to correct the deficiencies; however, we will evaluate if they can be implemented within the grant budget and present our findings to the City at the 65-percent submittal for review and approval.



## City of San Fernando

Willdan will prepare design plans for to install 10,400 linear feet of interconnect communication cables along San Fernando Road between Hubbard Street and Brand Boulevard and on Truman Street between Hubbard Street and Brand Boulevard. The communication plans will be prepared at a scale of 1" = 40' and will include details for conduits, splice vaults, pull boxes, and communication field elements utilizing LADOT equipment standards that can be directly integrated into LADOT's ATSAC signal system.

**Task 3.2 – Project Specifications.** Utilizing the City-provided boilerplate, Willdan will prepare the project's construction specifications in Microsoft Word 2010 format. Willdan will provide a write-up for the project-specific scope of work in the

technical specifications and provide special technical provisions beyond the City's standard technical provisions that support the specified traffic signal improvements. Willdan will be responsible for compiling specifications that are complete, ready for bidding purposes, and signed by a state-registered civil engineer.

### ⇒ Task 3.2 Deliverables

- ✓ Two hard-copy and one electronic Word file of complete specifications at 100% and final design completions

**Task 3.3 – Construction Cost Estimate.** Willdan will prepare a detailed engineer's estimate of probable costs in a Microsoft Excel 2010 spreadsheet. The items will be arranged in chronological order of construction and will identify the bid items to be included in the contractors' bid forms. The estimate will be based upon recent bid prices for similar traffic signal projects in the vicinity. Backup quantity calculations will be provided showing detailed computations for accuracy of the quantities upon request. The engineer's construction cost estimate will be based upon plan sheet quantities and will be furnished at 65-, 95-, and 100-percent (final) design milestones.

### ⇒ Task 3.3 Deliverables

- ✓ Two hard-copy and one electronic Excel file of estimated quantities and engineer's estimate of probable costs at 65%, 100%, and final design completion

**Task 3.4 – Right-of-Way Certification.** Following CEQA and NEPA clearances and completion of the final PS&E, Willdan will prepare the right-of-way certification package in accordance with Caltrans requirements. Willdan will:

### ⇒ Task 3.4 Deliverables

- ✓ LAPM Exhibit 13-A Short Form Right-of-Way Certification

- Prepare LAPM Exhibit 13-A Short Form Right-of-Way Certification Off State Highway System and Project Engineer's Certification of Utilities
- Submit package to Caltrans along with final signed plans, required backup documentation from utilities and other agencies, copy of City's resolution authorizing a City official to execute right-of-way certifications, and copy of approved NEPA and CEQA documents

**Task 3.5 - Authorization-to-Proceed (E-76) with Construction Package.** Upon receiving right-of-way certification, Willdan will prepare a request for authorization (RFA) to proceed with construction package to initiate obligation of federal funds by Caltrans for construction. Willdan will t:

### ⇒ Task 3.5 Deliverables

- ✓ LAPM Exhibit 3-O Finance Letter
- ✓ LAPM Exhibit 12-C PS&E Certification
- ✓ LAPM Exhibit 12-D PS&E Checklist
- ✓ LAPM Exhibit 15-M Detail Estimate
- ✓ LAPM Exhibit 15-A Local Agency Construction Contract Administration Checklist
- ✓ LAPM Exhibit 9-D DBE Contract Goal Methodology

- Prepare LAPM Exhibits 3-D Request for Authorization, 3-E Data Sheets, 12-A Preliminary Estimate of Cost, 3-O Finance Letter, 12-C PS&E Certification, 12-D PS&E Checklist, and 15-A Local Agency Construction Contract Administration Checklist
- Calculate DBE project goals for construction and construction engineering using LAPM Exhibit 9-D DBE Contract Goal Methodology
- Submit package to Caltrans along with final signed plans and specifications, approved NEPA and right-of-way certification documents, and FTIP sheet



## City of San Fernando

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**Task 3.6 – Bidding Assistance.** Willdan will provide engineering support during bidding and be available to answer questions regarding the technical provisions of the contract special provisions, design drawings, or design issues raised during bidding.

Necessary addenda clarifying actual design oversight or conflicts will be prepared at no charge. If a pre-bid conference is needed, Willdan will attend to answer bidders' questions.

### ⇒ Task 3.6 Deliverables

- ✓ Up to three requests for information (RFI) responses per bid package
- ✓ Up to two addenda issued as outlined

## Task 4 – Construction Support

Willdan will assist the City during the construction support phase by reviewing and approving material submittals, responding to requests for information (RFIs), and assisting with contract change orders as necessary. If a design oversight is identified in the design plans or specifications, we will make the appropriate design correction at no cost.

**Task 4.1 – Preconstruction Meeting.** Willdan will attend the preconstruction meeting and answer any questions regarding the technical provisions or the design drawings during the meeting.

**Task 4.2 – Construction Support.** During construction, Willdan will draft responses to contractor inquiries and RFIs as requested by the City. Willdan will review proposed change orders and draft change order language as requested by the City. If changes are necessary as a direct result of design oversights, Willdan will prepare and/or

### ⇒ Task 4.2 Deliverables

- ✓ Material submittal reviews
- ✓ Change order reviews
- ✓ One copy of each RFI response
- ✓ One full-size Mylar set and one electronic PDF of as-built record drawings

review contract change orders at no additional cost. Willdan will review all submittals and shop drawings. Upon completion of project construction, Willdan will incorporate the redline as-built comments prepared by the contractor and project inspector on their copies of the signed design plans into a set of Mylar record drawings that will be provided to the City. Revision will be solely based upon redlines provided by the City's construction inspector and contractor.



CITY OF SAN FERNANDO

HSIP CYCLE 8 TRAFFIC SIGNAL IMPROVEMENTS, FEDERAL PROJECT NO. H8-07-046

ESTIMATED FEE

Thursday, July 26, 2018

SUMMARY TASK	WILLDAN ENGINEERING														Estimated Hours	Expenses	Subconsultant	Estimated Cost
	Director of Engineering	Deputy Director of Engineering	City Engineer I	Traffic Engineer II	Principal Project Manager	Senior Design Manager	Assistant Engineer III	Technical Aide II	Utility Coordinator	Administrative Assistant II	Senior Survey Analyst	2-Man Survey Crew	Labor Compliance Manager					
	\$200	\$190	\$190	\$190	\$190	\$156	\$125	\$80	\$138	\$83	\$143	\$225	\$131					
Task 1 - General																		
1.1 - Meetings	2.0	6.0												8.0	\$ 100.00	\$ -	\$ 1,640.00	
1.2 - Coordinate with LADOT Traffic Signal Synchronization				4.0		4.0								8.0	\$ -	\$ -	\$ 1,384.00	
1.3 - Schedule		2.0												2.0	\$ -	\$ -	\$ 380.00	
Subtotal	2.0	8.0	0.0	4.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	\$ 100.00	\$ -	\$ 3,404.00	
Task 2 - Planning, Environmental, and Conceptual Design																		
2.1 - Traffic Counts and Warrant							14.0	20.0						34.0	\$ -	\$ 2,079.00	\$ 5,429.00	
2.2 - Research of Record Information								10.0						10.0	\$ -	\$ -	\$ 800.00	
2.3 - Environmental			36.0							1.0				37.0	\$ -	\$ -	\$ 6,923.00	
2.4 - Utilities Coordination									8.0	4.0				12.0	\$ 50.00	\$ -	\$ 1,486.00	
2.5 - Utility Potholing (18 Potholes)									2.0					2.0	\$ -	\$ 15,840.00	\$ 16,116.00	
2.6 - Preliminary Design						8.0	20.0	20.0						48.0	\$ 100.00	\$ -	\$ 5,448.00	
Subtotal	0.0	0.0	36.0	0.0	0.0	8.0	34.0	50.0	10.0	5.0	0.0	0.0	0.0	143.0	\$ 150.00	\$ 17,919.00	\$ 36,202.00	
Task 3 - Engineering Design - Plans, Specifications, and Estimate (PS&E)																		
3.1 - Improvement Plan Preparation														0.0	\$ -	\$ -	\$ -	
Traffic Signal Plans (9 Sheets)		8.0		8.0		50.0	180.0	190.0						436.0	\$ 50.00	\$ -	\$ 48,590.00	
Interconnect Plans (5 Sheets)		2.0		4.0		8.0	20.0	80.0						114.0	\$ 50.00	\$ -	\$ 11,338.00	
3.2 - Project Specification		1.0		2.0		4.0	8.0			1.0			1.0	17.0	\$ -	\$ -	\$ 2,408.00	
3.3 - Construction Cost Estimate		1.0		1.0			4.0	5.0		1.0				12.0	\$ -	\$ -	\$ 1,363.00	
3.4 - Right-of-Way Certification			14.0							1.0			1.0	16.0	\$ 50.00	\$ -	\$ 2,924.00	
3.5 - Authorization-to-Proceed (E-76) with Construction Package			12.0							1.0			1.0	14.0	\$ 50.00	\$ -	\$ 2,544.00	
3.6 - Bidding Assistance						2.0	2.0							4.0	\$ -	\$ -	\$ 562.00	
Subtotal	0.0	12.0	26.0	15.0	0.0	64.0	214.0	275.0	0.0	4.0	0.0	0.0	3.0	613.0	\$ 200.00	\$ -	\$ 69,729.00	
Task 4 - Construction Support																		
4.1 - Pre-construction Meeting						2.0	2.0							4.0	\$ 50.00	\$ -	\$ 612.00	
4.2 - Construction Support						4.0	8.0							12.0	\$ -	\$ -	\$ 1,624.00	
Subtotal	0.0	0.0	0.0	0.0	0.0	6.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	\$ 50.00	\$ -	\$ 2,236.00	
TOTAL	2.0	20.0	62.0	19.0	0.0	82.0	258.0	325.0	10.0	9.0	0.0	0.0	3.0	790.0	\$ 500.00	\$ 17,919.00	\$ 111,571.00	





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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance  
Michael E. Okafor, Personnel Manager

**Date:** August 20, 2018

**Subject:** Consideration to Adopt a Resolution Approving the City of San Fernando Cafeteria Plan and Summary Plan Description Documents

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7879 (Attachment "A"), approving the Cafeteria Plan and Summary Plan Description; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. On August 3, 2015, the City Council approved Resolution No. 7692 that established the salary and benefits for Department Heads, and authorized, among other things, the implementation of a full flex cafeteria plan in accordance with Internal Revenue Code (IRC) Section 125.
2. On August 17, 2015, the City Council approved a Memorandum of Understanding (MOU) with the San Fernando Police Civilians' Association (Contract No. 1794) that authorized, among other things, the implementation of a full flex cafeteria plan in accordance with IRC Section 125.
3. On September 21, 2015, the City Council approved an MOU with the San Fernando Management Group (Contract No. 1796) that authorized, among other things, the implementation of a full flex cafeteria plan in accordance with IRC Section 125.

**Consideration to Adopt a Resolution Approving the City of San Fernando Cafeteria Plan and Summary Plan Description Documents**Page 2 of 3

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4. On December 7, 2015, the City Council approved Contract No. 1804 that established the salary and benefits for the City Clerk, and authorized, among other things, the implementation of a full flex cafeteria plan in accordance with IRC Section 125.
5. On December 7, 2015, the City Council approved Resolution No. 7716 that established the benefits for Councilmembers, and authorized, among other things, the implementation of a full flex cafeteria plan in accordance with IRC Section 125.
6. On November 21, 2016, the City Council approved an MOU with the San Fernando Part-time Employees' Bargaining Unit (Contract No. 1838) that authorized, among other things, the implementation of a full flex cafeteria plan in accordance with IRC Section 125.
7. On August 21, 2017, the City Council approved Contract No. 1804 that established the salary and benefits for the City Manager, and authorized, among other things, the implementation of a full flex cafeteria plan in accordance with IRC Section 125.
8. On June 18, 2018, the City Council approved an MOU with the San Fernando Public Employees' Association (Contract No. 1887) that authorized, among other things, the implementation of a full flex cafeteria plan for new hires in accordance with IRC Section 125.

**ANALYSIS:**

The City implemented a full flex Cafeteria Plan for certain groups of employees and City officials beginning January 2016 as a mechanism to help in managing future medical costs. However, in order to fully comply with IRS requirements under the IRC Section 125, Cafeteria Plan and Summary Plan Description documents should be adopted by the Governing Body of the City (the City Council).

Under the Cafeteria Plan, eligible employees and City officials are given flex dollars to spend on certain qualified benefits, which include medical, dental, and vision insurance. The Plan allows employees and City officials to pay for those qualified expenses on a pre-tax basis, and may opt out of medical coverage only if they can provide proof of other coverage.

**BUDGET IMPACT:**

There is no budget impact with the adoption of the Cafeteria Plan and Summary Plan Description documents. Funding for existing benefits are already accounted for in the Fiscal Year 2018-2019 Budget.

**Consideration to Adopt a Resolution Approving the City of San Fernando Cafeteria Plan and Summary Plan Description Documents**Page 3 of 3

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**CONCLUSION:**

Adoption of the Cafeteria Plan and Summary Plan Description documents will help to bring the City in full compliance with IRC requirements under Section 125, as well as help to maintain the City's medical benefits consistent with contractual obligations set forth in the terms of the existing labor agreements.

**ATTACHMENT:**

A. Resolution No. 7879 w/ Exhibits 1 and 2

**ATTACHMENT "A"****RESOLUTION NO. 7879****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, ADOPTING THE CITY OF SAN  
FERNANDO CAFETERIA PLAN AND SUMMARY PLAN  
DESCRIPTION DOCUMENTS**

**WHEREAS**, the City Council of the City of San Fernando is desirous of offering Cafeteria Plan benefits to employees and elected officials as authorized under the Internal Revenue Code (IRC) Section 125; and

**WHEREAS**, the Cafeteria Plan and Summary Plan Description Documents (referred to as the "Plan") should be approved by the Governing Body.

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

**SECTION 1:** That the form of Cafeteria Plan and Summary Plan Description as authorized under Section 125 of the Internal Revenue Code, which are attached hereto as Exhibits "1" and "2" respectively, are hereby approved and adopted.

**SECTION 2:** That the proper officers of the City are hereby authorized and directed to execute said documents.

**SECTION 3:** That the Plan Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and set up adequate accounting and administrative procedures to provide benefits under the Plan.

**SECTION 4:** That the proper officers of the City shall act as soon as possible to notify employees of the adoption of the Cafeteria Plan by delivering to them a copy of the Summary Plan Description presented to this meeting, which form is hereby approved.

**SECTION 5:** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of August, 2018.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 20<sup>th</sup> day of August, 2018, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

# CITY OF SAN FERNANDO

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## CAFETERIA PLAN

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CITY OF SAN FERNANDO CAFETERIA PLAN BENEFIT OPTIONS		

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City of San Fernando (the “Employer”) hereby sets forth the City of San Fernando Cafeteria Plan, as in effect July 01, 2018.

## ARTICLE I

### Purpose

The purpose of this Plan is to enable Eligible Employees to elect to receive part of their compensation in the form of pre-tax benefits. The Plan is intended to be a “cafeteria plan” as described in Section 125 of the Code, as amended, as well as any rulings and regulations promulgated thereunder.

This Plan is a “Welfare Program” offered under City of San Fernando Cafeteria Plan (the “Welfare Plan”), and is incorporated therein by reference.

## ARTICLE II

### Definitions

- 2.1 “Beneficiary” means a beneficiary as defined under a Benefit Option.
- 2.2 “Benefit Contributions” means credits to the Benefits Account on behalf of a Participant pursuant to the Participant’s Participation Agreement.
- 2.3 “Benefit Option” means any benefit listed in Exhibit A and for which an Eligible Employee may elect to make pre-tax contributions pursuant to Article VI and Article XII of the Plan.
- 2.4 “Benefits Account” means an account maintained on the books of the Employer for each Participant in accordance with Article VII for the purpose of recording the Participant’s Benefit Contributions. A subaccount shall be established hereunder with respect to each Benefit Option elected by a Participant.
- 2.5 “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- 2.6 “Dependent” means a dependent as defined under a Benefit Option. However, for purposes of any Benefit Option that provides medical benefits, Dependent shall also include a Participant’s children who have not attained age 26 (or such later age as determined by the Plan Administrator).
- 2.7 “Eligible Employee” means an Employee described in Section 3.1.

2.8 “Employee” means any person providing services to the Employer or Participating Employer as a common-law employee. Non-resident aliens, independent contractors and individuals designated by the Employer as temporary employees shall not be Employees for purposes of this Plan. Leased employees within the meaning of Sections 414(n)(2) and 414(o)(2) of the Code, and employees subject to collective bargaining agreements may be included in the definition of Employee only at the discretion of the Employer.

2.9 “Employer” means City of San Fernando, and any entity which succeeds to the business and assumes the obligations of the Employer hereunder.

2.10 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

2.11 “Participant” means an Eligible Employee who has satisfied the requirements of Article III, entered into a Participation Agreement in accordance with Article IV, and whose participation has not terminated in accordance with Section 4.5.

2.12 “Participating Employer” means the term as defined in the Welfare Plan.

2.13 “Participation Agreement” means an electronic or written agreement entered into pursuant to Article IV, whereby an Eligible Employee agrees to reduce his or her cash compensation for the applicable Period of Coverage in consideration for the provision of a Benefit Option selected by the Eligible Employee.

2.14 “Period of Coverage” means the Plan Year; provided, however, that with respect to a Participant who commences participation after the beginning of the Plan Year, the initial Period of Coverage shall run from the effective date of the Participant’s properly completed and executed Participation Agreement to the end of that Plan Year, and all subsequent Periods of Coverage shall be on the Plan Year basis; provided, further, that if a Participant modifies or revokes his or her Participation Agreement as permitted in Article VIII, a new Period of Coverage begins as of the effective date of such modification or revocation and shall run until the end of the Plan Year.

2.15 “Plan” means the City of San Fernando Cafeteria Plan as set forth herein and as amended from time to time.

2.16 “Plan Administrator” means the Employer or such other individual, committee or firm as the Employer shall designate from time to time.

2.17 “Plan Year” means the twelve consecutive month period ending on June 30.

2.18 “Spouse” means the individual who is legally married to an Eligible Employee under applicable law. Notwithstanding anything to the contrary contained herein, the term “Spouse” shall include a same-sex spouse who is legally married under applicable law.

### Eligibility

3.1 Service Required to Become an Eligible Employee. Subject to Section 3.2, an Employee is eligible to participate in the Plan if he or she is eligible for coverage under a Benefit Option and meets any additional requirements under the provisions of Section 3.2.

3.2 Eligible Classification. Notwithstanding Section 3.1, an Employee shall not be an Eligible Employee while he or she is a member of a classification of Employees which the Plan Administrator has designated as not currently eligible to participate in the Plan. The Plan Administrator may at any time and from time to time remove any one or more Employees or group(s) or class(es) of Employees from eligibility for participation in this Plan, provided that in no event shall any such removal reduce the amount theretofore credited to the Benefits Account of any Participant.

3.3 Determination of Eligibility by Plan Administrator. The determination of an Employee's eligibility to become and continue as a Participant in the Plan shall be made by the Plan Administrator from the Employer's or Participating Employer's records, and the Plan Administrator's determination shall be binding and conclusive upon all persons.

## ARTICLE IV

### Participation

4.1 Election to Participate. If an initial Participation Agreement is required by the Plan Administrator, an Eligible Employee, who files a properly completed and executed Participation Agreement with the Plan Administrator, shall have elected to participate in the Plan and to reduce his compensation by the amount necessary to provide the elected Benefit Option(s). An Eligible Employee entitled to participate in the Plan pursuant to Section 3.1 must file a properly completed and executed Participation Agreement with the Plan Administrator within 30 days of his or her date of hire, within 30 days of his or her otherwise becoming an Eligible Employee or within such other time period as determined by the Plan Administrator. Such Participation Agreement shall be binding for the Period of Coverage to which it applies and may not be modified or revoked by the Participant or by the Employer or Participating Employer, except as provided in Article VIII or Article X.

If an initial Participation Agreement is required by the Plan Administrator and an Eligible Employee does not enroll in the Plan when initially eligible, then he or she may enroll in the Plan as of the first day of a succeeding Plan Year by filing a properly completed and executed Participation Agreement with the Plan Administrator during an open enrollment period preceding such Plan Year. After initially eligible, an Eligible Employee may timely file a new properly completed and executed Participation Agreement with the Plan Administrator to enter the Plan during a Plan Year only in accordance with Article VIII.

4.2 Elections for Subsequent Plan Years. If an initial Participation Agreement is required by the Plan Administrator and a Participant fails to file a new properly completed and executed Participation Agreement for a subsequent Plan Year, the existing Participation Agreement shall remain in effect for such subsequent Plan Year. The Plan Administrator may, at its discretion, require Eligible Employees to file new properly completed and executed Participation Agreements during an open enrollment period in order to continue benefits under the Plan.

4.3 Elections for Rehires. If a terminated Eligible Employee is rehired by the Employer or Participating Employer as an Eligible Employee within 30 days of his or her termination date, the Eligible Employee's Participation Agreement (if required) that was in effect on the day he or she terminated shall be reinstated. An Eligible Employee who is rehired as an Eligible Employee more than 30 days following termination of employment may file a new Participation Agreement (if required) with the Plan Administrator in accordance with Section 4.1.

4.4 Effective Date for Participation Agreements. If an initial Participation Agreement is required by the Plan Administrator, a Participation Agreement shall be effective as of the first day of the payroll period after the Eligible Employee files such properly completed and executed Participation Agreement with the Plan Administrator, or such later date as the Plan Administrator may prescribe, provided, however, that the effective date complies with applicable law.

4.5 Termination of a Participation Agreement. A Participation Agreement terminates on the earlier of:

- (a) the end of the Plan Year, unless automatically reinstated in accordance with Section 4.2,
- (b) the date the Participant revokes his or her Participation Agreement in accordance with Article VIII,
- (c) the date the Participant terminates employment with the Employer or Participating Employer,
- (d) the date the Participant ceases to be an Eligible Employee, or
- (e) the date the Plan terminates in accordance with Article X.

## ARTICLE V

### Funding

The Employer shall contribute to the cost of the Benefit Option(s) provided under the Plan to the extent of, and pursuant to, each Participant's Participation Agreement.

### Benefit Options

6.1 Benefit Options. The Benefit Option(s) available under the Plan for which an Eligible Employee may choose pre-tax contributions in lieu of cash compensation may include any or all of the plans or programs listed in Exhibit A which are Welfare Programs under the Welfare Plan which the Employer, in its sole discretion, may make available from time to time.

6.2 Controlling Documents. While the Participant's election to make pre-tax contributions to pay for one or more Benefit Options may be made pursuant to this Plan, the Benefit Options will be provided not by this Plan but instead by the respective benefit plans or programs constituting the Benefit Option. Such benefit plans or programs, if and as implemented and in effect from time to time, shall be set forth in written instruments or in insurance policies or contracts which shall be filed with or attached as appendices or schedules to the Welfare Plan. The types and amounts of benefits available under each available Benefit Option, the requirements for coverage and receiving benefits under the Benefit Option, and the other terms and conditions pertaining thereto, shall be as set forth in the written instruments or in the insurance policies or contracts comprising the respective plans or programs.

## ARTICLE VII

### Contributions Towards Benefit Options

7.1 Benefit Contributions for Benefit Options. If a Participant elects a Benefit Option as identified in Exhibit A, the Participant's cash compensation will be reduced by the amount the Participant specifies (subject to any applicable limits imposed by the Plan Administrator or otherwise), or by the amount the Plan Administrator specifies as the Participant's cost of the Benefit Option, and an amount equal to the reduction will be credited to the appropriate subaccount established under the Participant's Benefits Account. Amounts allocated to each such subaccount shall remain segregated in such subaccount and may not be commingled with or transferred to any other subaccount under any circumstances. Amounts credited to each subaccount shall be applied to the next premium, payment, or expense, or shall be reimbursed to the Participant, as specified under the relevant Benefit Option. The subaccount shall thereupon be debited and reduced to its new balance.

7.2 Payment for Benefits with After-Tax Contributions. Notwithstanding any other provision of this Plan, the Employer may maintain and offer to its Eligible Employees the opportunity to obtain coverage under any employee benefit plan, including, without limitation, Benefit Options, pursuant to the Eligible Employee's agreement to pay for such coverage with after-tax employee contributions. If any Benefit Option covers domestic partners, the Participant shall pay for the cost of such Benefit Option elected on behalf of a domestic partner with after-tax contributions, unless permitted to use pre-tax dollars in accordance with applicable federal or state law.

7.3 Medical Care Plan Continuation Coverage. Nothing contained in this Plan is intended to limit or affect the rights, if any, of a Participant or his or her covered Spouse or Dependents to continuation of coverage under any group health plan sponsored by the Employer. Such rights to continuation of coverage shall be governed by the terms of such Benefit Option(s) and by applicable law.

## ARTICLE VIII

### Modification or Revocation of Participation Agreement

8.1 Limitations. A Participation Agreement shall remain in effect unless modified or revoked by a Participant as provided in this Article. An Eligible Employee may modify or revoke a Participation Agreement with respect to the current Period of Coverage only in accordance with Section 8.2 or, if applicable, Sections 8.3 to 8.5. For purposes of this Article, Spouse does not include domestic partners, unless recognized as such under federal law.

8.2 Modification or Revocation of Participation Agreement. If permitted under a particular Benefit Option, an Eligible Employee may modify or revoke a Participation Agreement during a Plan Year within thirty days after the occurrence of one of the events described in this Section or, if longer, within the period required by applicable law, as follows:

(a) An Eligible Employee may modify or revoke a Participation Agreement during a Plan Year with respect to the Benefit Option(s) under the Plan if one of the following “change in status events” occurs and the modification or revocation satisfies the consistency requirement of paragraph (b) below:

(i) a change in the Eligible Employee’s legal marital status, including marriage, death of a Spouse, divorce, legal separation or annulment;

(ii) a change in the number of the Eligible Employee’s Dependents, including due to the birth, adoption, placement for adoption, or death of a Dependent;

(iii) a change in employment status of the Eligible Employee, his or her Spouse, or a Dependent, including a termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; and a change in worksite;

(iv) a Dependent satisfies or ceases to satisfy the requirements for coverage due to attainment of a specified age, student status, or any similar circumstance as provided in the applicable Benefit Option;

(v) the Eligible Employee, his or her Spouse or a Dependent changes his or her place of residence, but only if such change affects the person’s eligibility for coverage under a Benefit Option; or

(vi) Any other event that the Plan Administrator may determine will permit a change or revocation of an election in accordance with the rulings and regulations under Code Section 125.

(b) With respect to the Benefit Option(s) under the Plan, an Eligible Employee's modification or revocation of his or her Participation Agreement during the Plan Year is consistent with the change in status event, and thus permissible, only if the election change is on account of and corresponds with a change in status event that affects eligibility for coverage under one of the Benefit Options or under a plan maintained by the Spouse's or Dependent's employer. A change in status event that affects eligibility under a Benefit Option or a plan maintained by the Spouse's or Dependent's employer shall include a change in status event that results in an increase or decrease in the number of an Eligible Employee's family members or Dependents who may benefit from coverage under the Benefit Option(s). With respect to any group term life insurance or group disability insurance identified in Exhibit A, an election by an Eligible Employee to either increase or decrease coverage in response to a change in status event is deemed to correspond with that change in status.

(c) An Eligible Employee may modify or revoke his or her Participation Agreement with respect to the group health plans identified in Exhibit A if the modification or revocation results from and is consistent with a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order, as defined in Section 609(a) of ERISA) that requires group health plan coverage for the Eligible Employee's child or foster child who is a dependent of the Eligible Employee. The Eligible Employee may modify or revoke his Participation Agreement during the Plan Year in order to:

(i) provide group health coverage for the child if the order requires coverage for the child under the Eligible Employee's plan; or

(ii) cancel group health plan coverage for the child if the order requires the Spouse, former Spouse, or other individual to provide coverage for the child, and the coverage is, in fact, provided.

(d) If the Participant, his or her Spouse or Dependent becomes enrolled under Part A or Part B of Title XVIII of the Social Security Act ("Medicare") or Title XIX of the Social Security Act ("Medicaid") (other than coverage only for pediatric vaccines), the Participant may modify or revoke his or her Participation Agreement with respect to group health plan coverage to cancel coverage of the individual who becomes enrolled under Medicare or Medicaid. If an Eligible Employee, his or her Spouse or Dependent loses coverage described in the preceding sentence, the Eligible Employee may file a new Participation Agreement with respect to group health plan coverage in order to begin or increase coverage of that individual who lost coverage under Medicare or Medicaid.

(e) The Participant may modify or revoke his or her Participation Agreement with respect to a Benefit Option listed in Exhibit A (other than a health care flexible spending account plan), if there are significant cost increases or decreases charged to the Participant for

such Benefit Option. Permitted changes include: commencing participation in the Plan for a Benefit Option that decreases in cost, or, in the case of a Benefit Option that increases in cost, revoking an election for coverage and instead receiving, on a prospective basis, coverage under another Benefit Option providing similar coverage or dropping coverage if no such other Benefit Option providing similar coverage is available.

(f) If a Participant or a Participant's Spouse or Dependent has a significant curtailment of coverage under a Benefit Option (other than a health care flexible spending account plan) during a Period of Coverage that is not a loss in coverage (*e.g.*, a significant increase in the deductible, the required co-payments, or the out-of-pocket cost sharing limit under a group health plan), any Participant who had elected that Benefit Option may modify or revoke his or her election for that coverage and instead elect to receive, on a prospective basis, coverage under another Benefit Option providing similar coverage. Coverage under a Benefit Option is significantly curtailed only if there is an overall reduction in coverage provided under the Benefit Option so as to constitute reduced coverage generally. The loss of one particular physician in a health network is not a significant curtailment.

(g) If a Participant or a Participant's Spouse or Dependent has a significant curtailment of coverage under a Benefit Option (other than a health care flexible spending account plan) during a Period of Coverage that is a loss in coverage, the Participant may modify or revoke his or her Participation Agreement under the Plan and instead elect either to receive on a prospective basis coverage under another Benefit Option providing similar coverage or to drop coverage if no similar Benefit Option is available. A loss of coverage means a complete loss of coverage under a Benefit Option, including the elimination of the Benefit Option or an HMO ceasing to be available in the area where the individual resides. For purposes of this paragraph, a loss of coverage also includes:

(i) a substantial decrease in medical care providers available under the Benefit Option;

(ii) a reduction in the benefits for a specific type of medical condition or treatment with respect to which the Participant, Spouse or Dependent is currently undergoing a course of treatment; or

(iii) any other similar fundamental loss of coverage.

(h) If the Plan adds a new Benefit Option (other than a health care flexible spending account plan) or if coverage under an existing Benefit Option (other than a health care flexible spending account plan) is significantly improved during a Period of Coverage, an Eligible Employee may modify or revoke his or her Participation Agreement with respect to that Benefit Option and, on a prospective basis, elect coverage under the new or improved Benefit Option.

(i) If an Eligible Employee's Spouse or Dependent makes an election change under an applicable welfare plan or Section 125 plan maintained by such individual's employer, the Eligible Employee may modify or revoke his or her Participation Agreement if the change is

on account of and corresponds with the election change made by the Eligible Employee's Spouse or Dependent, provided that the Spouse or Dependent's election change satisfies the regulations and rulings under Section 125 of the Code or the period of coverage under the other employer's applicable welfare plan or Section 125 plan does not correspond to the Period of Coverage under this Plan.

(j) In the event that an Eligible Employee, his or her Spouse or Dependent loses group health coverage sponsored by a governmental or educational institution, the Eligible Employee may elect health coverage identified in Exhibit A for the balance of the Plan Year for the Eligible Employee, his or her Spouse or Dependent.

(k) An Eligible Employee may elect group health plan coverage listed in Exhibit A for the balance of the Plan Year for the Eligible Employee, his or her Spouse and/or Dependent if:

(i) The Employee's, Spouse's or Dependent's Medicaid or Children's Health Insurance Program ("CHIP") coverage is terminated as a result of loss of eligibility and the Eligible Employee requests coverage under the group health plan listed in Exhibit A within 60 days after the termination, or

(ii) The Employee, Spouse or Dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP and the Eligible Employee requests coverage under the group health plan listed in Exhibit A within 60 days after eligibility is determined.

(l) The Participant may revoke his or her Participation Agreement, with respect to a group health plan identified in Exhibit A that provides minimum essential coverage as defined under the Patient Protection and Affordable Care Act of 2010, if the Participant has been in an employment status under which he or she was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that he or she will reasonably be expected to average less than 30 hours of service per week after the change (regardless of whether this results in the loss of eligibility for the current group health plan), provided that the revocation of the election of coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

(m) The Participant may revoke his or her Participation Agreement, with respect to a group health plan identified in Exhibit A that provides minimum essential coverage, if the Participant is eligible for a special enrollment period to enroll in a qualified health plan through a Health Insurance Marketplace pursuant to guidance issued by the U.S. Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a qualified health plan through a Health Insurance Marketplace during the Marketplace's annual open enrollment period, provided that the revocation of the election of coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in a qualified health plan through a Health Insurance

Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

(n) An Eligible Employee who otherwise is entitled to modify or revoke his or her Participation Agreement under (e) through (h) must do so within 30 days of receipt of written notice, from the Plan Administrator, of the significant change in cost or composition of the benefit originally elected. Accordingly, the Plan Administrator shall have the affirmative duty of providing Eligible Employees with written notification of such changes as soon as administratively feasible.

(o) Any modification or revocation of a Participation Agreement under this Section shall be effective at such time as the Plan Administrator shall prescribe, unless otherwise required by law.

8.3 Continuation Health Coverage. If the Employer so permits and the Participant, Spouse or Dependent becomes eligible for continuation coverage under a Benefit Option that is a group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") or any similar state law, the Participant may elect to increase payments under such group health plan(s) to pay for continuation coverage.

8.4 Family and Medical Leave Act of 1993 ("FMLA"). A Participant who takes an unpaid leave of absence under FMLA may revoke his or her Participation Agreement at the beginning of or during the leave. Such a revocation is binding on the Participant for the balance of the Plan Year and may not be changed until the next Period of Coverage, except for a revoked election under a group health plan which the Participant shall have the right to reinstate at the end of the FMLA leave period.

If a Participant chooses to continue coverage under the Employer's group health plan during an unpaid leave of absence under FMLA, the Plan Administrator shall select among the following options for required payments during the leave of absence:

(a) Pre-payment by the Participant before the commencement of the leave through pre-tax or after-tax payments under a Participation Agreement, from any taxable compensation, including cashing out of unused sick or vacation days, provided all other Plan requirements are met; provided, however, that pre-payment shall not be the sole option offered to a Participant on FMLA leave;

(b) Payment by the Participant of required payments during the leave on the same schedule as payments would be made if the Participant were not on leave, or under another schedule permitted under Department of Labor regulations. The Employer shall not be required to continue group health plan coverage of a Participant who fails to make required payments while on FMLA leave. However, if the Employer chooses to continue such coverage of a Participant who fails to make required payments while on FMLA leave, the Employer is entitled to recover those payments after the Participant returns from FMLA leave by payroll deduction;  
or

(c) Advancement by the Employer of the Participant's required payments while the Participant is on FMLA leave. The Employer shall be entitled to recover such advanced amounts when the Participant returns from FMLA leave by payroll deduction.

8.5 Military Leave. (a) If a Participant's absence for military duty is less than 31 days, the Participant will be required to pay the regular employee share of the cost for group health plan coverage in accordance with Section 8.4.

(b) Participants returning from military leave shall be reinstated upon re-employment.

(c) In no event shall benefits available under this Plan during a period of qualified military leave be less generous than those benefits available during other comparable employer-approved leave periods (*e.g.*, family and medical leave).

## ARTICLE IX

### Claims Procedure

9.1 Written Claim for Benefits. If a Participant asserts a right to any benefit under the Plan which he or she has not received, the Participant must file a written claim for such benefit with the Plan Administrator. If the Plan Administrator wholly or partially denies such claim, it shall provide written notice to the claimant within 90 days (or longer if the situation so requires but not longer than 180 days) of the receipt by the Plan Administrator of the application. The Plan Administrator shall set forth in the notice:

- (a) the specific reason(s) for the denial of the claim,
- (b) the specific reference to pertinent provisions of the Plan on which the denial is based,
- (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and
- (d) an explanation of the Plan's claims review procedure.

9.2 Review of Denied Claim. A Participant whose application for benefits is denied, in whole or in part, may request a full and fair review of the decision denying the claim within 60 days after receipt of the notice of the denial from the Plan Administrator. The Participant may:

- (a) request a hearing by the Plan Administrator upon written application to the Plan Administrator,
- (b) review pertinent documents in the possession of the Plan Administrator, or

(c) submit issues and comments in writing to the Plan Administrator for review.

A decision on review by the Plan Administrator shall be made promptly but not later than 60 days after the receipt by the Plan Administrator of a request for review, unless special circumstances (such as the need to hold a hearing) require an extension of time for processing, in which case the claimant will be so notified of the extension, and a decision shall be rendered as soon as possible but not later than 120 days after the receipt of the request for review. The decision shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the Participant and specific reference to the pertinent provisions of the Plan on which the decision is based. The Plan Administrator's decision shall be final and binding upon all parties.

9.3 Claims Under Benefit Options. The foregoing provisions of this Article describe the procedures for claiming the entitlements offered under this Plan, that is, salary reduction to enable Participants to pay their cost of Benefit Options with pre-tax income. A Participant or any Spouse, Dependent or Beneficiary shall make claims for actual benefits under the specific terms and claims review procedures of the Employer's benefit plans or programs which form the Benefit Option.

## ARTICLE X

### Amendment and Termination

10.1 Amendment. The Employer has the right to amend the Plan at any time to the extent that it may deem advisable, including the right to amend any of the Benefit Options or to transfer any Benefit Option(s) from the Plan into a separate, related plan. Any amendment shall be at the direction of an authorized officer of the Employer or an authorized designee.

10.2 Termination. The Employer has established the Plan with the bona fide intention and expectation that it will be continued indefinitely, but the Employer is not and shall not be under any obligation or liability whatsoever to maintain the Plan for any given length of time and may, in its sole and absolute discretion, discontinue or terminate the Plan, in whole or in part, at any time, including termination of any one or more of the Benefits Options, at the direction of an authorized officer of the Employer or an authorized designee.

## ARTICLE XI

### Spendthrift Provision

A Participant's rights to pay for Benefit Options under the Plan with pre-tax compensation shall not be assignable or subject to attachment or receivership, nor shall they pass to any trustee in bankruptcy or be reached or applied by any legal process for the payment of any obligations of the Participant.

## ARTICLE XII

### Responsibilities of Participants

Each Participant shall be responsible for accurately reporting for tax purposes all taxable compensation received by him or her during each Plan Year. The Participant shall also be responsible for his or her portion of any additional income or Social Security taxes and for interest and penalties for the late payment of any taxes that may be owing in connection with any benefits paid under the Plan, and shall reimburse the Employer or Participating Employer for his or her portion of Social Security taxes and withholding taxes and for such interest and penalties, upon demand. Each Participant is responsible for the accuracy of all information and representations contained in any claim for benefits.

## ARTICLE XIII

### Administration and Fiduciary Provisions

#### 13.1 Named Fiduciary. [Not used.]

#### 13.2 Plan Administration.

(a) The Plan Administrator shall have sole discretion and authority to control and manage the operation and administration of the Plan.

(b) The Plan Administrator shall have complete discretion to interpret the provisions of the Plan, make findings of fact, correct errors, and supply omissions. All decisions and interpretations of the Plan Administrator made in good faith pursuant to the Plan shall be final, conclusive and binding on all persons, subject only to the claims procedure, and may not be overturned unless found by a court to be arbitrary and capricious.

(c) The Plan Administrator shall have all other powers necessary to administer the Plan, including, but not limited to, the following:

(i) To prescribe procedures to be followed by Participants in making elections under the Plan and in filing claims under the Plan;

(ii) To prepare and distribute information explaining the Plan to Participants;

(iii) To receive from the Employer (or Participating Employer) and Participants, Spouses, Dependents and Beneficiaries such information as shall be necessary or desirable for the proper administration of the Plan;

(iv) To keep records of elections, claims and disbursements for claims under the Plan, and such other information as may be required by the Code;

(v) To appoint individuals or committees to assist in the administration of the Plan and to engage any other agents it deems advisable;

(vi) To purchase any insurance deemed necessary for providing benefits under the Plan;

(vii) To accept, modify or reject Participant elections under the Plan;

(viii) To promulgate election forms and claims forms to be used by Participants;

(ix) To prepare and file any reports or returns with respect to the Plan required by the Code or any other laws;

(x) To determine and announce any Benefit Contributions required hereunder;

(xi) To determine and enforce any limits on benefits elected hereunder;

(xii) To take such action as may be necessary to effect any required payroll deduction of any Benefit Contributions required hereunder; and

(xiii) To correct errors and make equitable adjustments for mistakes made in the administration of the Plan; specifically, and without limitation, to recover erroneous overpayments made from the Plan to a Participant, Spouse, Dependent or Beneficiary, in whatever manner the Plan Administrator determines is appropriate, including suspensions or recoupment of, or offsets against, future payments due that Participant, Spouse, Dependent or Beneficiary.

13.3 Delegation of Duties. The Plan Administrator may delegate responsibilities for the operation and administration of the Plan, may designate fiduciaries other than those named in the Plan, and may allocate or reallocate fiduciary responsibilities under the Plan.

13.4 Indemnification. The Plan Administrator and any delegate who is an employee of the Employer or Participating Employer shall be fully indemnified by the Employer or Participating Employer against all liabilities, costs and expenses (including defense costs, but excluding any amount representing a settlement unless such settlement is approved by the Employer or Participating Employer) imposed upon it in connection with any action, suit, or proceeding to which it may be a party by reason of being the Plan Administrator or having been assigned or delegated any of the powers or duties of the Plan Administrator, and arising out of any act, or failure to act, that constitutes or is alleged to constitute a breach of such person's responsibilities in connection with the Plan, unless such act or failure to act is determined to be due to gross negligence or willful misconduct.

13.5 Fiduciary Duties and Responsibilities. [Not used.]

13.6 Nondiscrimination Rules. If the Plan Administrator determines that there is non-compliance with any nondiscrimination rules required by the Internal Revenue Service, the Plan Administrator may take action to ensure compliance. These actions may include modification of elections by highly compensated employees, key employees, or other participants, or modifications of Employer contribution amounts.

ARTICLE XIV

Miscellaneous

14.1 Limitation of Rights. Neither the establishment nor the existence of the Plan, nor any modification thereof, shall operate or be construed as to:

(a) give any person any legal or equitable right against the Employer or Participating Employer except as expressly provided herein or required by law, or

(b) create a contract of employment with any Employee, obligate the Employer or Participating Employer to continue the service of any Employee, or affect or modify the terms of an Employee's employment in any way.

14.2 Communication to Employees. The Employer or Participating Employer will from time to time notify all Employees of the availability and terms of the Plan.

14.3 Benefits Solely from General Assets. The benefits provided hereunder will be paid solely from the general assets of the Employer or Participating Employer. Nothing herein will be construed to require the Employer, Participating Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer or Participating Employer from which any payment under the Plan may be made.

14.4 Governing Laws and Jurisdiction and Venue. The Plan shall be construed and enforced according to the laws of the state of California, to the extent not preempted by federal law which shall otherwise control. Exclusive jurisdiction and venue of all disputes arising out of or relating to this Plan shall be in any court of appropriate jurisdiction in the state of California.

14.5 Severability. If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such invalid or unenforceable provision had not been included herein.

14.6 Construction. The captions contained herein are inserted only as a matter of convenience and reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof. Any terms expressed in the singular form shall be construed as though they also include the plural, where applicable, and references to the masculine, feminine, and the neuter are interchangeable.

14.7 Titles. The titles of the Articles and Sections hereof are included for convenience only and shall not be construed as part of this Plan or in any respect affecting or modifying its provisions. Such words in this Plan as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this instrument as a whole and not merely to the subdivision in which said words appear.

14.8 Expenses. All expenses incurred in establishing and operating the Plan, including, without limiting the generality of the foregoing, legal fees, accounting fees, administrative expenses and the like, shall be paid by the Employer or Participating Employer.

## ARTICLE XV

### Participating Employers

15.1 Adoption of the Plan. This Plan may be adopted by a Participating Employer, provided that such adoption is with the approval of the Employer. Such adoption shall be by resolution of the Participating Employer’s governing body.

15.2 Administration. As a condition to adopting the Plan, and except as otherwise provided herein, each Participating Employer shall be deemed to have authorized the Plan Administrator to act for it in all matters arising under or with respect to the Plan and shall comply with such other terms arising under or with respect to the Plan and shall comply with such other terms and conditions as may be imposed by the Plan Administrator.

15.3 Termination of Participation. Each Participating Employer may cease to participate in the Plan or in any flexible benefits program with respect to its Employees or former employees by resolution of its governing body.

ARTICLE XVI

Effective Date

This plan document sets forth the terms of the Plan as in effect July 01, 2018.

IN WITNESS WHEREOF, the Employer has caused this document to be duly executed in its name and on its behalf as of the date set forth below.

City of San Fernando

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT A****CITY OF SAN FERNANDO CAFETERIA PLAN BENEFIT OPTIONS**

The following Benefit Options are Welfare Programs which shall be treated as part of the Plan pursuant to Section 6.1 and as defined in Section 2.3:

**Welfare Programs****Medical Plan**

Carrier's or Benefit Option Administrator's Name: CalPERS Medical Plans  
Address: PO Box 942715  
Sacramento, California 94229  
(888) 225-7377  
<http://www.calpers.ca.gov>

- Such other contracts as may, from time to time, replace any or all of the contracts listed above.

**Dental Plan**

Carrier's or Benefit Option Administrator's Name: Delta Dental of California  
Address: 17871 Park Plaza Drive, Suite 200  
Cerritos, California 90703  
(888) 335-8227  
<http://www.deltadentalins.com>

- Such other contracts as may, from time to time, replace any or all of the contracts listed above.

**Vision Plan**

Carrier's or Benefit Option Administrator's Name: Vision Service Plan  
Contract Number: 5000 Airport Plaza Drive, Suite 250  
Address: Long Beach, California 90815  
(800) 877-7195  
<http://www.vsp.com>

- Such other contracts as may, from time to time, replace any or all of the contracts listed above.

Any other Benefit Option(s) which the Employer may make available hereunder in accordance with Section 125(f) of the Code.

# CITY OF SAN FERNANDO

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## CAFETERIA PLAN

### SUMMARY PLAN DESCRIPTION

City of San Fernando  
117 Macneil Street  
San Fernando, California 91340

V09152015

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## SUMMARY PLAN DESCRIPTION

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## SUMMARY PLAN DESCRIPTION

This summary plan description (“SPD”) describes the City of San Fernando Cafeteria Plan (the “Plan”). City of San Fernando (the “Employer”) established the Plan to enable its employees to elect to reduce their compensation and make certain employee contributions on a pre-tax basis. This SPD explains how the Plan works, who administers it and the eligibility requirements. However, it is not the actual Plan. The actual Plan is a legal document which any employee may review and receive a copy upon request to the Plan Administrator. In the event of any conflict between any statements in this SPD and the provisions of the Plan, the provisions of the Plan will govern.

Plan records are maintained on the basis of the twelve-month period ending on June 30, which is called the "Plan Year."

### Section 1. Purpose.

If you choose to participate in the Plan, you may elect to pay for one or more of the available “Benefit Options” (see Section 6 below) through pre-tax deductions from your compensation. Generally, the amount of your earnings that you elect to use to pay for your Benefit Options will not be subject to federal or state income tax or Social Security tax (“FICA”).

The Plan is called a “Section 125 Plan” because, under Internal Revenue Code Section 125, it enables you to choose between cash compensation which is currently taxable to you and pre-tax contributions (within the limits permitted under the tax laws). You can decide which Benefit Options to choose. The Plan may also be referred to as a “cafeteria plan,” which means that it is operated to give you a choice among pre-tax contributions (*e.g.*, for health care coverage) and after-tax cash compensation.

### Section 2. How the Plan Works.

The Plan permits you to make pre-tax contributions to pay for certain “Benefit Options” for yourself and, if applicable, your spouse and eligible children. To use part of your cash compensation to purchase a Benefit Option under the Plan, you must complete and submit an election form required by the Plan Administrator, if you are not automatically enrolled. If required, the election form will indicate the Benefit Option or Benefit Options that you selected and the amount of money that will be deducted from your compensation to pay your share for those Benefit Options. The Employer deducts a pro-rated amount from each of your paychecks during the Plan Year.

your name. Whenever you incur an expense which is covered by a Benefit Option you have elected, you must file a claim form in accordance with the procedures that apply to that Benefit Option.

Under current tax laws, amounts deducted from your cash compensation to purchase Benefit Options are generally not treated as taxable income. Therefore, when you use the Plan to pay for Benefit Options on a pre-tax, rather than on an after-tax basis, you should end up with more after-tax income to spend.

Contributions for coverage of eligible domestic partners are generally made on an after-tax basis.

### Section 3. Eligible Employees.

All employees who are eligible for coverage under a Benefit Option are immediately eligible to participate in this Plan.

### Section 4. How to Enroll in the Plan.

If you are not automatically enrolled in the Plan, you can enroll in the Plan by completing an election form for the Benefit Option(s) you have selected and filing the completed forms with the Plan Administrator on the date you first become eligible to enroll or during an open enrollment period before the beginning of the Plan Year. Coverage generally runs from the beginning of the Plan Year (or your date of initial eligibility) through the end of the Plan Year and cannot be changed or revoked unless you experience a "Change in Status" Event (described in Section 5 below).

Except for the Change in Status Events rule, there is no provision for stopping or starting payroll deductions or changing the amount of deductions at different times throughout the year. It is an IRS requirement that a pro-rated amount be deducted throughout the entire Plan Year.

Once you have enrolled in the Plan, you will not need to complete another election form for any subsequent Plan Year to continue participation unless you want to revoke or modify your election.

If you cease to be a participant due to termination of employment and are rehired within 30 days, then your election that was in effect prior to your termination of employment shall be reinstated. If you are rehired more than 30 days following termination of employment, then you shall be treated as a new employee.

### Section 5. Change in Status Events.

As explained in Section 4 above, your election must remain in effect from the beginning of the Plan Year (or your date of initial eligibility) through the end of the Plan Year, unless you revoke or change your election due to a Change in Status Event. In accordance with IRS rules,

when you experience a significant change in your status or your personal circumstances during a Plan Year that affects your need or eligibility for a Benefit Option, you can change your election by increasing or decreasing the amount you have deducted from your salary, or you may elect a Benefit Option or discontinue one. Any change you make must be consistent with the Change in Status Event. Examples of a Change in Status Event include the following:

- (i) a change in your legal marital status, including marriage, death of a spouse, divorce, legal separation or annulment;
- (ii) a change in the number of your children, including due to the birth, adoption, placement for adoption, or death of a child;
- (iii) a change in your employment status or your spouse's or covered child's change in employment, including a termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; and a change in worksite;
- (iv) your child satisfies or ceases to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance as provided in the plan under which you receive coverage;
- (v) you and/or your spouse or covered child has a change of residence; or
- (vi) your spouse or covered child makes an election change during an open enrollment period under his or her employer's cafeteria plan, but only if the change under this Plan is consistent with and on account of your spouse's or covered child's change.

These are just some examples of Change in Status Events that may entitle you to make a change in your election during a Plan Year. Please consult the Plan Administrator for other circumstances that may be permissible Change in Status Events.

You must inform the Plan Administrator and make the change in your election within 30 days after the event that results in a Change in Status Event. If the Change in Status Event is the birth, adoption or placement for adoption of a child, then the effective date of the enrollment or change in election is the date of the child's birth, adoption or placement for adoption. If you do not inform the Plan Administrator of your need to make such a change within that 30-day period, you will then have to wait until the next open enrollment period to make a change in your election.

Please consult the Plan Administrator for additional information or if you have questions about Change in Status Events.

#### Section 6. Benefit Options Available Under the Plan.

Under the terms of the Plan, the Employer is authorized to offer you a salary reduction to pay for certain “Benefit Options” with pre-tax income as an alternative to cash compensation. These “Benefit Options” may change from time to time, depending on changes in the tax laws and other factors. The Benefit Options currently available to you under the Plan are as follows:

Medical Plan  
Dental Plan  
Vision Plan

Other Plans – Other benefit plans may be added as Benefit Options in the future. If any other plans are added, you will receive written notice of the terms for participation in these plans.

#### Section 7. Procedures for Claiming Benefits.

If you believe that you are not receiving credit for the proper contribution amount, you must file a written claim with the Plan Administrator setting forth the nature of the claim and the relief or correction sought. The Plan Administrator will respond to the claim within 90 days of its receipt (unless special circumstances require an extension). This procedure does not apply to Benefit Options available under the Plan. To file a written claim for benefits under one of the Benefit Options, you should refer to the summary plan description for such Benefit Option or contact the Plan Administrator.

If your claim is denied in whole or in part, you will receive a written notice from the Plan Administrator setting forth the specific reasons for the denial, specific reference to the pertinent provisions of the Plan on which the denial is based, a description of any additional material or information necessary for the claim to be approved, and a description of the claims review procedure under the Plan.

You are entitled to have the denial reviewed again by the Plan Administrator and, in connection with that review, you or your representative is entitled to examine all Plan documents and submit issues and comments in writing. If you want the Plan Administrator to review the denial, you must inform the Plan Administrator in writing within 60 days after you receive the Plan Administrator's notice of denial. The Plan Administrator will inform you in writing of the final decision and the specific reasons for that decision within 60 days of your request for review (unless special circumstances justify a delay).

#### Section 8. Plan Amendment or Termination.

The Employer expects to maintain the Plan indefinitely but reserves the right to amend or terminate the Plan if the Employer believes the situation so requires. If you have elected to participate in the Plan, you will be notified in writing if there is any significant amendment or if the Plan is terminated. If the Plan is terminated, the Employer will cease deducting contributions

from your salary to pay for Benefit Options. However, all previous salary deductions will be used to pay for Benefit Options.

Section 9. Miscellaneous Information.

<u>Type of Plan:</u>	The Plan is a cafeteria plan intended to qualify under Section 125 of the Internal Revenue Code.
<u>Plan Year:</u>	The Plan Year is the twelve-month period ending June 30.
<u>Plan Sponsor:</u>	City of San Fernando 117 Macneil Street San Fernando, California 91340 (818) 898-1239
<u>Plan Sponsor's Identification Number:</u>	95-6000777
<u>Plan Administrator:</u>	City of San Fernando 117 Macneil Street San Fernando, California 91340 (818) 898-1239
<u>Agent for Service of Legal Process:</u>	City of San Fernando 117 Macneil Street San Fernando, California 91340 (818) 898-1239  Service of legal process may also be made upon the Plan Administrator.
<u>For Questions Please Call:</u>	City of San Fernando 117 Macneil Street San Fernando, California 91340 (818) 898-1239



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## AGENDA REPORT

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**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:** August 20, 2018

**Subject:** Consideration to Approve a Resolution Authorizing the City Manager to Execute for and on Behalf of the City of San Fernando an Application for Federal Financial Assistance

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7881 (Attachment "A") authorizing the City Manager to execute for and on behalf of the City of San Fernando, a public entity established under the laws of the State of California, a Hazard Mitigation Grant application and to file it with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1998, and/or state financial assistance under the California Disaster Assistance Act;
- b. Authorize City Manager to execute and submit supplemental Designation of Sub-recipient's Agent Resolution (Attachment "B"); and
- c. Authorize City Manager to submit Local Match Fund Commitment letter (Attachment "C") and Project Maintenance letter (Attachment "D") once the project is approved by the California Governor's Office of Emergency Services (Cal OES).

### BACKGROUND:

1. On June 15, 2018, the City submitted a Notice of Interest (NOI) to Cal OES for participation in the Federal Emergency Management Agency (FEMA) funded Hazard Mitigation Grant Program.
2. On July 9, 2018, the City received notification from Cal OES regarding the approval of City's NOI and an invitation for the City to submit a full sub-application for Hazard Mitigation Grant Program (HMGP).

**Consideration to Approve a Resolution Authorizing the City Manager to Execute for and on Behalf of the City of San Fernando an Application for Federal Financial Assistance**Page 2 of 2

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**ANALYSIS:**

The City's NOI has been approved and the retrofit work on Reservoir Number 4 has been deemed an eligible HMGP activity by Cal OES.

**Hazard Mitigation Grant Program (HMGP).**

Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters by taking action before the next disaster to reduce human and financial consequences later. Effective mitigation requires that local risks are understood, address the hard choices and invest in long-term community well-being and resilience. Without mitigation actions, safety and financial security of a City are at risk.

As the result of a Presidential Disaster Declaration, FEMA's HMGP - funds plans and projects that reduce the effects of future natural disasters. In California, these funds are administered by the Cal OES HMGP Unit. Eligible sub-applicants include state agencies, local governments, special districts, and some private non-profits. The City will use funds awarded through this program towards improving its Upper Reservoir.

**BUDGET IMPACT:**

The \$5,000,000 Cal OES grant requires a minimum local match of 25% (\$1,250,000), which will be funded through the Water Enterprise Fund Capital Improvement Program. Upon award and acceptance of the grant, a budget amendment will be required to appropriate the grant funds and local match funds.

**CONCLUSION:**

It is recommended that the City Council approve Resolution No. 7881.

**ATTACHMENTS:**

- A. Resolution No. 7881
- B. Designation of Sub-recipient's Agent Resolution
- C. Local Match Fund Commitment Letter
- D. Project Maintenance Letter

**ATTACHMENT "A"****RESOLUTION NO. 7881**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE FOR AND ON BEHALF OF THE CITY OF SAN FERNANDO, A PUBLIC ENTITIY ESTABLISHED UNDER THE LAWS OF THE STATE OF CALIFORNIA, A HAZARD MITIGATION GRANT APPLICATION AND TO FILE IT WITH THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICE FOR THE PURPOSE OF OBTAINING CERTAIN FEDERAL FINANCIAL ASSISTANCE UNDER PUBLIC LAW 93-288 AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT OF 1998, AND/OR STATE FINANCIAL ASSISTANCE UNDER THE CALIFORNIA DISASTER ACT**

**WHEREAS**, as a result of the declarations of major federal disasters DR-4301, DR-4305, and DR-4308 due to severe winter storms, flooding, and mudslides, the State of California is eligible for Hazard Mitigation Grant Program (HMGP) funding aimed at reducing the risk of loss of life and property from future disasters; and

**WHEREAS**, federal funding is provided under the Robert T. Stafford Emergency Assistance and Disaster Relief Act (Stafford Act) through FEMA and the California Governor's Office of Emergency Services (Cal OES); Cal OES is responsible for identifying program priorities, reviewing applications and forwarding recommendations for funding to FEMA; FEMA has final approval for activity eligibility and funding; and

**WHEREAS**, the federal regulations governing the HMGP are found in Title 44 of the Code of Federal Regulations (44CFR) Parts 201, 206, and 13; and

**WHEREAS**, a Notice of Interest (NOI) was submitted by the City of San Fernando for \$5 million of HMGP funding on June 15, 2018; and

**WHEREAS**, The City's NOI was approved on July 9, 2018 and the retrofit work on Reservoir Number 4 has been deemed an eligible HMGP activity by Cal OES.

**WHEREAS**, a letter committing at least 25% matching funds is required as part of the grant application; the matching funds must be from non-federal source and must be in place at the time of application submittal; and

**WHEREAS**, the \$5 million grant, once approved by Cal OES, will be used to seismically retrofit City of San Fernando's Upper Reservoir.

**WHEREAS**, a letter committing to perform the necessary maintenance for the entire useful life of this project, once completed, is required and the City will be allocating an annual

budget which will allow maintenance to occur as needed to ensure Reservoir Number 4 remains in good repair and operational.

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

**SECTION 1.** The City Manager or Deputy City Manager is authorized to execute a Hazard Mitigation Grant application and file it with the California Governor's Office of Emergency Service for the purpose of obtaining \$5 million in Federal Financial Assistance for the seismic retrofit of the City of San Fernando Reservoir Number 4.

**SECTION 2.** The City Manager or Deputy City Manager is authorized to provide to the California Governor's Office of Emergency Services for all matters pertaining to such state disaster assurances and agreements required.

**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
Sylvia Ballin, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 20<sup>th</sup> day of August, 2018, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

Cal OES ID No:

STATE OF CALIFORNIA  
CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SERVICE  
CAL OES 130 - INSTRUCTIONS

## **Cal OES Form 130**

### **Instructions**

**A new Designation of Applicant's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.**

When completing the Cal OES Form 130, Subrecipients should fill in the blanks on page 1. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body:** This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

**Name of Subrecipient:** This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Service regarding grants applied for by the subrecipient. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.; City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative:** These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

#### **Certification Section:**

**Name and Title:** This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."



# THE CITY OF SAN FERNANDO

ATTACHMENT "C"

## LOCAL MATCH FUND COMMITMENT LETTER

August 20, 2018

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

RE: DR-4305 Subapplication Funding Match Commitment Letter

Dear State Hazard Mitigation Officer:

As part of the Hazard Mitigation Grant Program process, a local funding match of at least 25% is required. This letter serves as City of San Fernando's commitment to meet the local match fund requirements for the Hazard Mitigation Grant Program.

**SOURCE OF NON-FEDERAL FUNDS:**

LOCAL  
AGENCY  
FUNDING  
☒

OTHER  
AGENCY  
FUNDING  
☐

PRIVATE  
NON-PROFIT  
FUNDING  
☐

STATE  
AGENCY  
FUNDING  
☐

**NAME OF FUNDING SOURCE:****City of San Fernando Enterprise Funds****FUNDS AVAILABILITY DATE:****July 1, 2018**

PROVIDE EXACT MONTH/DATE/YEAR OF AVAILABILITY OF FUNDS

**FEDERAL SHARE AMOUNT REQUESTED:****\$5,000,000**

MUST MATCH \$ AMOUNT PROVIDED IN SUBAPPLICATION

**LOCAL SHARE AMOUNT MATCH:****\$1,250,000**

MUST EQUAL A MINIMUM OF THE 25% FEDERAL SHARE REQUESTED

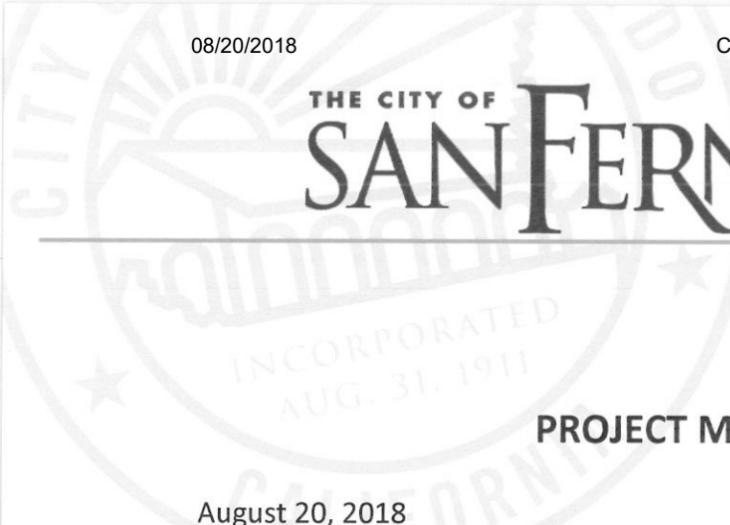
**FUNDING TYPE:****Water Enterprise Funds, Personnel In-Kind  
Services**EXAMPLES: ADMINISTRATION, CASH, CONSULTING FEES, ENGINEERING FEES,  
FORCE ACCOUNT LABOR, AGENCY PERSONNEL, PROGRAM INCOME, ETC.

If additional federal funds are requested, an additional local match fund commitment letter will be required.

Please contact Yazdan Emrani, Director of Public Works/City Engineer at 818-898-1222 or [yemrani@sfcity.org](mailto:yemrani@sfcity.org), with any questions.

Sincerely,

Alexander P. Meyerhoff  
City Manager  
818-898-1202  
[AMeyerhoff@sfcity.org](mailto:AMeyerhoff@sfcity.org)



THE CITY OF  
**SAN FERNANDO**

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ATTACHMENT "D"

**PROJECT MAINTENANCE LETTER**

August 20, 2018

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

RE: DR-4305 Project Subapplication

Dear State Hazard Mitigation Officer:

This is to confirm that the City of San Fernando is committed to perform the necessary maintenance for the entire useful life of this project of 40 years once completed. The City of San Fernando is allocating an annual budget of \$5,000 which will allow maintenance to occur as needed to ensure the Reservoir No. 4 remains in good repair and operational.

**ENTITY RESPONSIBLE FOR THE MAINTENANCE:**

City of San Fernando

Example: City of Townsville

**PAST MAINTENANCE TASKS INVOLVED:**

Approximately \$10,000 yearly: the cost is associated with hiring divers to investigate reservoir internally for structural cracks and perform needed patching of cracks, mineral settlement and for City staff to conduct external investigation.

Explain the maintenance cost before mitigation and explain what the maintenance activities included in the past.

**FUTURE MAINTENANCE TASKS INVOLVED:**

Continue annual internal inspection of Reservoir for structural cracks and mineral buildup. Continue City staff inspection of external aspect of structure.

Explain the maintenance cost after mitigation and explain what the maintenance activities will include in the future.

**FUTURE MAINTENANCE SCHEDULE:**

Annually

Example: Annually

**FUTURE COST OF MAINTENANCE:**

\$5,000 annually

Example: \$10,000.00

**SOURCE OF FUTURE MAINTENANCE FUNDS:**

City of San Fernando's Water Enterprise Fund

Example: Flood Control Funds

Please contact Yazdan Emrani, Director of Public Works/City Engineer at 818-898-1222 or [yemrani@sfcity.org](mailto:yemrani@sfcity.org), with any questions.

Sincerely,

Alexander P. Meyerhoff  
City Manager  
818-898-1202  
FAX: 818-361-7631  
AMeyerhoff@sfcity.org



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## 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:** August 20, 2018

**Subject:** Consideration to Authorize a Notice of Completion for San Fernando Road Street Improvements between West City Limit and South Huntington Street, CDBG Project No. 601882-17 Job No. 7599, Plan No. P-724

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the improvements as constructed by Toro Enterprises, Inc. and consider the work complete;
- b. Authorize the issuance and filing of the "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention (\$11,317.65) after a 35-day lien period from the date the Notice of Completion is recorded.

### BACKGROUND:

1. On March 1, 2018, the City Clerk received and opened six bids from contractors to make improvements on San Fernando Road between West City Limit and South Huntington Street.
2. On March 19, 2018, the City Council awarded Contract No. 1881 to Toro Enterprises, Inc. (Contractor) in the amount of \$231,190.00 and authorized the City Manager to approve change orders not to exceed 20% of contract amount.
3. On April 30, 2018, a Notice to Proceed was issued to the Contractor.
4. On June 13, 2018, work was completed by the Contractor.

**Consideration to Authorize a Notice of Completion for San Fernando Road Street Improvements between West City Limit and South Huntington Street, CDBG Project No. 601882-17 Job No. 7599, Plan No. P-724**

Page 2 of 2

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**ANALYSIS:**

The scope of work for the San Fernando Road Street Project included street repaving on San Fernando Road between West City Limit and S. Huntington Street, the installation of new access ramps, removal and replacement of sidewalk and curb and gutter, and striping. A second phase for Fiscal Year 2018-2019 is scheduled to continue paving on San Fernando Road between S. Huntington Street and San Fernando Mission Boulevard.

**BUDGET IMPACT:**

The project was funded through Community Development Block Grant funds (CDBG). The total construction cost was \$226,353, including two change orders in the amount of \$7,755.85. The total construction cost was within the total budget appropriation of \$277,428 for the project.

**CONCLUSION:**

The San Fernando Road Street Improvements Project is complete and all work done to staff's satisfaction and is in conformance with the approved plans and specifications. Project acceptance and filing the Notice of Completion allows for the project to be closed out.

**ATTACHMENT:**

A. Notice of Completion

EXEMPT FROM RECORDING FEES PER GOVT  
CODE SECTION 6103

## ATTACHMENT "A"

### RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

#### City of San Fernando

Elena G. Chávez, City Clerk  
San Fernando City Hall  
117 Macneil Street  
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

# NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. **NOTICE IS HEREBY GIVEN THAT:** work on the subject project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Construction of the San Fernando Road Street Improvements consisted of the repavement of San Fernando Road between West City Limit and S. Huntington Street, removal and replacement of curb and gutter, installation of access ramps and striping
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: San Fernando Road between West City Limit and S. Huntington Street
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on June 13, 2018
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** Toro Enterprises, Inc, P.O. Box 6285, Oxnard, CA 93031
8. **DECLARATION:** I, Yazdan T. Emrani, duly appointed Director of Public Works/City Engineer of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Yazdan T. Emrani, Director of Public Works/ City Engineer  
City of San Fernando, California  
(City Seal)

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES SS.

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Yazdan T. Emrani, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_  
Julie M. Fernandez, Notary Public





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## AGENDA REPORT

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**To:** Vice Mayor Antonio Lopez and Councilmembers

**From:** Mayor Sylvia Ballin

**Date:** August 20, 2018

**Subject:** Consideration to Adopt Resolution No. 7883 Rescinding Prior Resolution No. 7346 Approved December 7, 2009

### RECOMMENDATION:

I have placed this item on the agenda for consideration and recommend that the City Council adopt Resolution No. 7883 (Attachment "A") rescinding prior Resolution No. 7346 approved December 7, 2009 further amending Section 1.1 of the Procedural Manual regarding the conduct of City Council meetings to provide that certain regularly scheduled meetings will not be held.

### BUDGET IMPACT:

There is no budget impact associated with approving the attached resolution amending Section 1.1 of the City Council Procedural Manual.

### ATTACHMENT:

A. Resolution No. 7883

**ATTACHMENT "A"****RESOLUTION NO. 7883****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA RESCINDING PRIOR RESOLUTION NO. 7346 APPROVED DECEMBER 7, 2009 FURTHER AMENDING SECTION 1.1 OF THE PROCEDURAL MANUAL REGARDING THE CONDUCT OF CITY COUNCIL MEETINGS TO PROVIDE THAT CERTAIN REGULARLY SCHEDULED MEETINGS WILL NOT BE HELD**

**WHEREAS**, the City Council adopted its Procedural Manual for the Conduct of City Council Meetings in the City of San Fernando on July 3, 1995 by Resolution No. 6434, and amended the Council Procedural Manual on March 16, 1998, by Resolution No. 6604, on August 7, 2000 by Resolution No. 6743, on July 21, 2003, by Ordinance No. 1543, on July 20, 2009 by Resolution No. 7328 and on December 7, 2009 by Resolution No. 7346, on May, 3, 2010 by Resolution No. 7376, on September 19, 2011 by Resolution No. 7454, on May 4, 2015 by Resolution No. 7664, on October 19, 2015 by Resolution No. 7704, on May 7, 2018 by Resolution No. 7850 and August 20, 2018 by Resolution No. 7883 (as amended, the "Council Procedural Manual"); and

**WHEREAS**, the Council Procedural Manual sets forth procedures regarding the conduct of City business, including, but not limited to, regular meetings, special meetings, agendas, noticing, decorum, voting, adoption of resolutions and ordinances, minutes and reorganization; and

**WHEREAS**, Section 2-61 (Regular Meetings) of the San Fernando Municipal Code and Council Procedural Manual set forth when regularly scheduled meetings of the San Fernando City Council are to be held; and

**WHEREAS**, the Council Procedural Manual also allows for the cancellation of Regular Meetings of the City Council on dates in which it is desirable to cancel such meetings to accommodate holiday schedules; and

**WHEREAS**, the City Council desires to further amend Section 1.1 of the Council Procedural Manual to provide that the City Council will not convene for Regular City Council meetings that would otherwise occur on the 2<sup>nd</sup> Monday of December in light of the winter holidays.

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

**SECTION 1.** The City Council finds that all of the facts set forth in this Resolution are true and correct. In the event of any conflict or inconsistency between the provisions of this Resolution No. 7883 and any prior resolutions referenced in the first Recital to this Resolution, above, the provisions of this Resolution No. 7883 shall govern and control but only to the extent of the conflict or inconsistency and no further.

**SECTION 2.** Section 1.1 of the Council Procedural Manual shall be amended to read as follows:

“1.1 REGULAR MEETINGS:

“Consistent with Section 2-61 (Regular Meetings) of the San Fernando Municipal Code, Regular Meetings of the City Council of the City of San Fernando are held in the City Council Chambers of the City Hall, 117 Macneil Street, San Fernando, California, on the first and third Mondays of each month at 6:00 p.m. When the day of the regular Council meeting falls on a legal holiday, the meeting will be held at the same hour on the next succeeding day that is not a holiday. The foregoing notwithstanding, the City Council will not convene for Regular City Council meetings that would otherwise occur on the third Monday in December, unless the City Council, by majority vote of the body, determines in any given year that such meeting should be held. Nothing in this section shall prevent the City Council from calling any special meeting, adjourned special meeting, adjourned regular meeting or emergency meeting in the month of December that may be deemed necessary for the conduct of City business.”

**SECTION 3.** 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 20th day of August 2018.

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Sylvia Ballin

Mayor  
ATTEST:

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Elena G. Chávez  
City Clerk

APPROVED AS TO FORM:

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Richard Padilla  
Assistant City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20<sup>th</sup> day of August, 2018 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Elena G. Chávez  
City Clerk



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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander Meyerhoff, City Manager

**Date:** August 20, 2018

**Subject:** Consideration to Determine a City Position on the 2018 League of California Cities Resolutions

### RECOMMENDATION:

It is recommended that the City Council discuss the two resolutions to be presented at the 2018 League of California Cities ("League") Annual Business Meeting and provide direction to the Voting Delegate regarding the City of San Fernando's position on each resolution.

### BACKGROUND:

1. The League 2018 Annual Conference is scheduled for September 12-13, 2018, in Long Beach, California. An important part of the Annual Conference is the Annual Business Meeting; at this meeting, the League membership considers and takes action on resolutions that establish League policy.
2. On July 2, 2018, the City Council designated Vice Mayor Antonio Lopez as the Voting Delegate and Councilmember Joel Fajardo as the Alternate Voting Delegate for the League's General Assembly meeting on September 13, 2018.
3. In July 2018, staff received the 2018 Annual Conference Resolutions Packet (Attachment "A") to be considered during the business meeting at the Annual Conference. Resolutions submitted to the General Assembly must be concurred by five cities or by city officials from at least five or more cities.

### ANALYSIS:

The League encourages each City Council to consider the resolutions and determine the City position on each. There are two resolutions that will be considered during the League's General Assembly meeting:

**Consideration to Determine a City Position on the 2018 League of California Cities Resolutions**Page 2 of 4

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1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE LEAGUE TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE AND EXPLORE THE PREPARATION OF A BALLOT MEASURE AND/OR CONSTITUTIONAL AMENDMENT THAT WOULD FURTHER STRENGTHEN LOCAL DEMOCRACY AND AUTHORITY

*Summary:* This Resolution states that the League of California Cities should assess the vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

*Background:* The City of Beverly Hills is sponsoring this resolution in reaction to their concerns over measures coming from the Legislature and the initiative process attempting to roll back local control and hinder cities from providing optimal services to their residents.

As examples, the city cites the 2017-2018 legislative cycle, the Legislature introduced bills such as Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, and AB 252 (Ridley Thomas) proposing to prohibit taxes on video streaming services, and more recently Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing. SB 649 was vetoed by the Governor and SB 827 died in policy committee, however if these measures had been signed into law they would have impinged on the ability of a local government to be responsive to the needs of their constituents.

The city maintains that "local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state's voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic."

*Fiscal Impact:* By requesting the League to "assess" vulnerabilities and "explore" the preparation of a ballot measure that would further protect local authority, there are no proposals to be quantified. But it is presumed that the League would not pursue a measure that did not have positive impacts of further protecting local authority.

For the League as an organization, however, the fiscal impact of sponsoring a ballot measure can be very expensive. It can take several million dollars to qualify a measure via signature gathering, and much more to fund an effective campaign and overcome organized opposition.

**Consideration to Determine a City Position on the 2018 League of California Cities Resolutions**Page 3 of 4

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**2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES**

Summary: This resolution seeks to have the state and the League study the negative impacts of anticoagulant rodenticides and address the inability of cities to regulate the use of rodenticides and pesticides.

Specifically related to anticoagulant rodenticides, the resolution would encourage the state to fund research into the negative impacts and a potential restriction or ban; direct the League to consider creating a task force to study and report on the unintended negative consequences; encourage cities and property owners to eliminate use; and encourage cities to join advocacy efforts. In addition, the resolution would direct the League to endorse repeal of a statute that preempts local regulation of pesticides.

Background: The City of Malibu is sponsoring this resolution out of concern about the effect of a certain type of rodent control (anticoagulant rodenticides) has on other wildlife. According to the City, anticoagulant rodenticides disrupt the blood clotting process and therefore cause rodents to die from bleeding or hemorrhaging. This rodenticide is commonly used on rats, mice, gophers, and squirrels. Predator animals that eat rodents can be exposed to anticoagulant rodenticides if they consume animals that have eaten the bait. These animals include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. Furthermore, pets can also be exposed to anticoagulant rodenticides if they eat the bait or consume animals that have eaten the bait.

Some cities have passed “ceremonial resolutions” locally. For example, the City of Malibu has two ordinances in place to discontinue use of rodenticides and traps in city-owned parks, roads, and facilities, as well as encourage businesses and property owners not to use anticoagulant rodenticides on their property.

*Fiscal Impact:* Costs to cities would include using alternative methods of rodent control and studying the efficacy. Since the resolution encourages, but does not mandate action by cities, city costs would be taken on voluntarily.

**BUDGET IMPACT:**

There is no fiscal impact associated with taking a position on each resolution. The intended outcomes of the proposed resolutions are to increase local control and protect public health, respectively.

**Consideration to Determine a City Position on the 2018 League of California Cities Resolutions**Page 4 of 4

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**CONCLUSION:**

Staff recommends that the City Council discuss the proposed resolutions and provide direction to the Voting Delegate regarding the City's position on each resolution.

**ATTACHMENT:**

A. 2018 League Annual Conference Resolutions Packet



## *Annual Conference Resolutions Packet*

### *2018 Annual Conference Resolutions*



*Long Beach, California  
September 12 – 14, 2018*

## INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

**POLICY COMMITTEES:** Five policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality, Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works. The committees will meet from 9:00 – 11:00 a.m. on Wednesday, September 12, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 1:00 p.m. on Thursday, September 13, at the Hyatt Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY:** This meeting will be held at 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 13. Resolutions can be viewed on the League's Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: [mdesmond@cacities.org](mailto:mdesmond@cacities.org) or (916) 658-8224

## **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

## LOCATION OF MEETINGS

### **Policy Committee Meetings**

Wednesday, September 12, 9:00 – 11:00 a.m.

Hyatt Regency Long Beach

200 South Pine Avenue, Long Beach

### **The following committees will be meeting:**

1. Environmental Quality
2. Governance, Transparency & Labor Relations
3. Housing, Community & Economic Development
4. Revenue & Taxation
5. Transportation, Communication & Public Works

### **General Resolutions Committee**

Thursday, September 13, 1:00 p.m.

Hyatt Regency Long Beach

200 South Pine Avenue, Long Beach

### **Annual Business Meeting and General Assembly Luncheon**

Friday, September 14, 12:30 p.m.

Long Beach Convention Center

300 East Ocean Boulevard, Long Beach

## KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

### ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
2	Repeal Preemption of Regulating Pesticides			

### GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

### HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

### REVENUE & TAXATION POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

### TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: [www.cacities.org](http://www.cacities.org). The entire Resolutions Packet will be posted at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

### **KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)***

Resolutions have been grouped by policy committees to which they have been assigned.

#### **KEY TO REVIEWING BODIES**

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

#### **KEY TO ACTIONS TAKEN**

- |     |   |
|-----|---|
| A   | Approve   |
| D   | Disapprove  |
| N   | No Action   |
| R   | Refer to appropriate policy committee for study             |
| a   | Amend+  |
| Aa  | Approve as amended+   |
| Aaa | Approve with additional amendment(s)+                       |
| Ra  | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+                            |
| Da  | Amend (for clarity or brevity) and Disapprove+              |
| Na  | Amend (for clarity or brevity) and take No Action+          |
| W   | Withdrawn by Sponsor  |

#### **ACTION FOOTNOTES**

- \* Subject matter covered in another resolution
- \*\* Existing League policy
- \*\*\* Local authority presently exists

#### **Procedural Note:**

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

**1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE LEAGUE TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE AND EXPLORE THE PREPARATION OF A BALLOT MEASURE AND/OR CONSTITUTIONAL AMENDMENT THAT WOULD FURTHER STRENGTHEN LOCAL DEMOCRACY AND AUTHORITY**

Source: City of Beverly Hills

Concurrence of five or more cities/city officials: Cities: Arcadia, Burbank, Cupertino; Duarte; Oceanside; Ontario; Palo Alto; Redondo Beach; Santa Cruz; Sunnyvale; Torrance; West Hollywood

Referred to: Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works Policy Committees

**WHEREAS**, the State of California is comprised of diverse communities that are home to persons of differing backgrounds, needs, and aspirations; yet united by the vision that the most accessible, responsive, effective, and transparent form of democratic government is found at the local level and in their own communities; and

**WHEREAS**, subsidiarity is the principle that democratic decisions are best made at the most local level best suited to address the needs of the People, and suggests that local governments should be allowed to find solutions at the local level before the California Legislature imposes uniform and overreaching measures throughout the State; and

**WHEREAS**, the California Constitution recognizes that local self-government is the cornerstone of democracy by empowering cities to enact local laws and policies designed to protect the local public health, safety and welfare of their residents and govern the municipal affairs of charter cities; and

**WHEREAS**, over recent years there have been an increasing number of measures introduced within the Legislature or proposed for the state ballot, often sponsored by powerful interest groups and corporations, aimed at undermining the authority, control and revenue options for local governments and their residents; and

**WHEREAS**, powerful interest groups and corporations are willing to spend millions in political contributions to legislators to advance legislation, or to hire paid signature gatherers to qualify deceptive ballot proposals attempting to overrule or silence the voices of local residents and their democratically-elected local governments affected by their proposed policies; and

**WHEREAS**, powerful interest groups and corporations propose and advance such measures because they view local democracy as an obstacle that disrupts the efficiency of implementing corporate plans and increasing profits and therefore object when local residents—either through their elected city councils, boards of supervisors, special district boards, or by action of local voters—enact local ordinances and policies tailored to fit the needs of their individual communities; and

**WHEREAS**, public polling repeatedly demonstrates that local residents and voters have the highest levels of confidence in levels of government that are closest to the people, and thus would be likely to strongly support a ballot measure that would further strengthen the ability of communities to govern themselves without micromanagement from the state or having their authority undermined by deep-pocketed and powerful interests and corporations.

**RESOLVED** that the League of California Cities should assess the increasing vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and/or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy to best preserve their local quality of life.

## **Background Information on Resolution No. 1**

**Source:** City of Beverly Hills

### **Background:**

The relationship between the state and cities functions best as a partnership where major policy issues are approached by the state with careful consideration of the varied conditions among the state's 482 cities and 58 counties. There should be an appreciation of the importance of retaining local flexibility to tailor policies to reflect the needs and circumstances of the local community. Still, cities have had to respond to state legislation that undermines the principle of "local control" over important issues such as land use, housing, finance, infrastructure, elections, labor relations and other issues directly affecting cities.

Alexis de Tocqueville's "Democracy in America" examined the operation of the principle of subsidiarity in the early 19<sup>th</sup> century. Subsidiarity is an organizing principle that states matters should be handled by the smallest, lowest or least centralized competent authority. Tocqueville wrote that "Decentralization has not only an administrative value, but also a civic dimension, since it increases the opportunities for citizens to take interest in public affairs; it makes them get accustomed to using freedom." Tocqueville's works were first published in 1835 with a second volume published in 1840. The United States had a population of just 17 million people in 1840, less than 50% of the population of California today and yet there was value found in decentralization.

Another consideration is to examine how the European Union ("EU") operates. There are two prime guiding principles for the EU. The first is principle of conferral, which states that the EU should act only within the limits of the competences conferred on it by the treaties. The second, which is relevant to this resolution, is the principle of subsidiarity, which states that the EU should act only where an objective cannot be sufficiently achieved by the member states acting alone. Sacramento should operate in a similar manner and only govern when objectives need to be achieved at a much larger level than a local government.

For years, Governor Jerry Brown himself has spoken on the principle of "subsidiarity." Governor Brown has asserted for numerous years that local officials should have the flexibility to act without micromanagement from Sacramento.

Legislation introduced in both 2017 and 2018 by the state legislature has continually threatened local control in flagrant opposition to the principle of subsidiarity. This has included, but not been limited to, Senate Bill 649 (Hueso) Wireless Telecommunications Facilities ("SB 649") in 2017; AB 252 (Ridley-Thomas) Local government: taxation: prohibition: video streaming services ("AB 252") in 2017; and Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus ("SB 827") in 2018.

SB 649 would have applied to all telecommunications providers and the equipment they use, including "micro-wireless," "small cell," and "macro-towers," as well as a range of video and cable services. The bill would have allowed the use of "small cell" wireless

antennas and related equipment without a local discretionary permit in all zoning districts as a use by-right, subject only to an administrative permit. Additionally, SB 649 provided a de facto CEQA exemption for the installation of such facilities and precluded consideration by the public for the aesthetic, nuisance, and environmental impacts of these facilities. SB 649 would have also removed the ability for cities to obtain fair and reasonable compensation when authorizing the use of public property and rights of way from a “for profit” company for this type of use.

SB 649 passed out of the State Assembly by a vote of 46-16-17 and out of the State Senate by a vote of 22-10-8 despite over 300 cities and 47 counties in California providing letters of opposition. Ultimately, Governor Brown vetoed the bill as he believed “that the interest which localities have in managing rights of way requires a more balanced solution than the one achieved in this bill.” It is strongly believed that the issue of wireless telecommunications facilities is not over and it is anticipated that legislation will be introduced on this topic in January 2019.

Another example of an incursion into local control was AB 252, which would have prohibited any tax on the sale or use of video streaming services, including sales and use taxes and utility user taxes. Over the last two decades, voters in 107 cities and 3 counties have adopted measures to modernize their Utility User Tax (“UUT”) ordinances. Of these jurisdictions, 87 cities and 1 county approved ordinances to allow a UUT on video providers. Prior to its first Committee hearing, AB 252 received opposition letters from 37 cities, the League of California Cities, South Bay Council of Governments, California Contract Cities Association, and nine other organizations. This bill failed in the Assembly Revenue and Taxation Committee 8-0-2, which the author of the Committee chaired.

More recently, SB 827 would have overridden local control on housing development that was within ½ mile of a major transit stop or ¼ mile from a high-quality bus corridor as defined by the legislation with some limitations. On April 17, 2018, SB 827 failed in the Senate Transportation and Housing Committee 4-6-3 but was granted reconsideration. State legislators have indicated they will continue to introduce legislation that will override local zoning ordinances for the development of affordable housing in conjunction with mixed use and/or luxury condominium/apartment housing.

These are just three examples of the increasing attempts by Sacramento to supersede local control. Presently, there are discussions occurring in Sacramento to ban cities from creating their own municipal broadband or to prohibit local ordinances over the regulation of shared mobility devices such as dockless electric scooters. These decisions should remain with each individual jurisdiction to decide based on the uniqueness of their community and the constituents that live in each city.

Often fueled by the actions of special interest groups, Sacramento is continually attempting to overreach their authority with various incursions on local control. The desire in Sacramento to strip communities of their ability to make decisions over issues which should remain at the local level seems to intensify each state legislative cycle. Increasingly, legislation is being introduced with a “one-size-fits-all” approach which is detrimental in a

state with over 40 million residents that have extremely diverse communities from the desert to the sea, from the southern to the northern borders.

Loren King in the book “Cities, Subsidiarity and Federalism” states, “Decisions should be made at the lowest feasible scale possible”. The proposed resolution directs the League of California Cities to assess the increasing vulnerabilities to local authority, control and revenue. It also directs the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment which would aim to ensure that decisions are made as close to home as possible.

Local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state’s voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic. Any ballot measure and/or constitutional amendment should institutionalize the principle of subsidiarity, while encouraging inclusive regional cooperation that recognizes the diversity of California’s many individual communities. The time has come to allow the residents of California’s voters to decide if they prefer top down governance from Sacramento or bottom up governing from their own locally elected officials.

## **League of California Cities Staff Analysis on Resolution No. 1**

Staff: Dan Carrigg, Johnnie Pina  
Committees: Governance, Transparency and Labor Relations  
Housing, Community & Economic Development  
Revenue & Taxation  
Transportation, Communication and Public Works

### **Summary:**

This Resolution states that the League of California Cities should assess the vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

### **Background:**

The City of Beverly Hills is sponsoring this resolution in reaction to their concerns over measures coming from the Legislature and the initiative process attempting to roll back local control and hinder cities from providing optimal services to their residents.

As examples, the city cites the 2017-2018 legislative cycle, the Legislature introduced bills such as Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, and AB 252 (Ridley-Thomas) proposing to prohibit taxes on video streaming services, and more recently Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing. SB 649 was vetoed by the Governor and SB 827 died in policy committee, however if these measures had been signed into law they would have impinged on the ability of a local government to be responsive to the needs of their constituents.

The city maintains that "local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state's voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic."

### **Fiscal Impact:**

By requesting the League to "assess" vulnerabilities and "explore" the preparation of a ballot measure that would further protect local authority, there are no proposals to be quantified. But it is presumed that the League would not pursue a measure that did not have positive impacts of further protecting local authority.

For the League as an organization, however, the fiscal impact of sponsoring a ballot measure can be very expensive. It can take several million dollars to qualify a measure via signature gathering, and much more to fund an effective campaign and overcome organized opposition.

### **Comments:**

- 1) Ballot measure advocacy is a settled aspect of California's political process. This year's November ballot is an example of that, with proposals ranging from dividing California

into three states, restoring rent control, repealing transportation funding, to funding housing and water bonds. Three other measures are not on the November ballot after their sponsors spent millions gathering signatures to qualify measures, then leveraged last-minute legislative deals in exchange for pulling them from the ballot.

- 2) Most major stakeholder organizations in Sacramento have realized that they cannot rely on legislative advocacy alone to protect their interests, but must develop and maintain the capacity to protect their interests in the ballot process as well.
- 3) The League has been engaged in ballot advocacy for nearly 20 years. In the early 2000's, city officials were angered by repeated state raids of local revenues. These concerns led to the League --for the first time in its then 100-year history--developing a ballot advocacy infrastructure that included forming and fundraising for an issues political action committee (PAC), establishing a network of regional managers, and building a coalition with other organizations that ultimately led to the passage of Prop. 1A of 2004. Over the years, the League's successful campaigns include the passage of Proposition 1A and Proposition 99 and the defeat of Propositions 90 and 98.

**a. Yes on Proposition 1A (2004)**

As a result of the passage of Prop 1A, local government revenues that otherwise would have been raided by the state legislature were kept in local coffers. This resulted in increased funding for public safety, health, libraries, parks and other locally delivered services. Proposition 1A PASSED WITH 83.7% OF THE VOTE.

**b. No on Proposition 90 (2006)**

Prop. 90 was a well-financed special interest-backed initiative that sought to eliminate most of local governments' land use decision making authority. Led by the League, the opposition educated voters on how this measure's far reaching provisions would have cost taxpayers billions of dollars by driving up the cost of infrastructure projects, prevented voters and state and local agencies from enacting environmental protections, jeopardized public safety services and more. Proposition 90 FAILED WITH 52.4% OF THE VOTERS VOTING NO.

**c. No on Proposition 98 Yes on Proposition 99 (2008)**

Given the hidden agendas within Prop 98, our message was not always an easy one to communicate to the electorate. The No on 98/ Yes on 99 campaign was able to educate voters on the important differences between both measures. As a result, important eminent domain reforms were enacted and both land use decision making and rent control were preserved within our communities. Proposition 98 FAILED WITH 61.6% OF THE VOTERS VOTING NO. Proposition 99 PASSED BY 61% OF THE VOTE.

**d. Yes on Proposition 22 (2010)**

As a result of the passage, local governments have been able to pay for infrastructure investment, create local jobs and avoid devastating cuts in our communities. Proposition 22 APPROVED BY 60.7% OF VOTERS.

- 4) While the League has been able to recently defeat several major legislative proposals aimed at undermining local authority, and avoid a battle over the Business Roundtable's measure in November due to the "soda tax" deal, the threats to local authority and revenue remain a constant concern. Other interest groups may be emboldened by some of the recent "deals" cut by ballot proponents and seek to implement similar strategies for the 2020 ballot. The next Governor may also have different philosophies than Governor Jerry Brown on "subsidiarity."
- 5) The League's President opted to send this resolution to four policy committees for several reasons: (a) the recent major threats to local control covered broad policy areas: telecom, land use, contracting, and revenue; and (b) having this issue vetted broadly within the League policy process will provide a better assessment of the depth of concern for the vulnerability to local control within the membership
- 6) If the membership chooses to approve this measure, it is strongly advisable to retain continued flexibility for the League to "assess" vulnerabilities and "explore" options. Any ballot initiative consideration must be approached very carefully by the organization. It is a difficult and very expensive endeavor that can have additional political ramifications. For 120 years the League's core mission has been to protect local control - and it has gone to the ballot successfully before to do so -- but any such effort must be approached thoughtfully, prudently and cautiously.

### **Existing League Policy:**

Related to this Resolution, existing policy provides:

- The League of California Cities' Mission Statement is, "To expand and protect local control for cities through education and advocacy. To enhance the quality of life for all Californians"
- The League of California Cities' Summary of Existing Policy and Guidelines states, "We Believe
  - Local self-governance is the cornerstone of democracy.
  - Our strength lies in the unity of our diverse communities of interest.
  - In the involvement of all stakeholders in establishing goals and in solving problems.
  - In conducting the business of government with openness, respect, and civility.
  - The spirit of public service is what builds communities.
  - Open decision-making that is of the highest ethical standards honors the public trust.
  - Cities are the economic engine of California.
  - The vitality of cities is dependent upon their fiscal stability and local autonomy.
  - The active participation of all city officials increases the League's effectiveness.
  - Focused advocacy and lobbying is most effective through partnerships and collaboration.
  - Well-informed city officials mean responsive, visionary leadership, and effective and efficient
  - city operations."
- Click here to view the [Summary of Existing Policy and Guiding Principles 2018](#).

**Support:**

The following letters of concurrence were received: Steven Scharf, Cupertino City Council Member; Michael S. Goldman, Sunnyvale City Council; Lydia Kou, Palo Alto City Council Member; David Terrazas, Mayor of Santa Cruz; Peter Weiss, Mayor of Oceanside; Alan D. Wapner, Mayor pro Tem of Ontario; Patrick Furey, Mayor of Torrance; Lauren Meister, West Hollywood Council Member; Liz Reilly, Duarte Mayor Pro Tem; Bill Brand, Mayor of Redondo Beach; Sho Tay, Mayor of Arcadia; Emily Gabel-Luddy, Mayor of Burbank.

**2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES**

Source: City of Malibu

Concurrence of five or more cities/city officials: Cities: Agoura Hills; Calabasas; Davis; Menlo Park; Moorpark; Ojai; Oxnard; Richmond; West Hollywood

Referred to: Environmental Quality

**WHEREAS**, anticoagulant rodenticides are poisonous bait products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals, including pets, that accidentally ingest the products. Approximately 10,000 children under the age of six are accidentally poisoned by anticoagulant rodenticides each year nationwide; and

**WHEREAS**, in response to these harms, the California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides; and

**WHEREAS**, the state of California currently only recognizes the harm posed by second-generation anticoagulant rodenticides, which are prohibited in state wildlife habitat areas but are still available for agricultural purposes and by certified applicators throughout the state of California; and

**WHEREAS**, first-generation anticoagulant rodenticides are still available to the public and used throughout California without limitation; and

**WHEREAS**, nonpoisonous rodent control methods, such as controlling trash, sealing buildings, setting traps, erecting raptor poles and owl boxes, and removing rodent nesting areas are also effective rodent control methods; and

**WHEREAS**, the state of California preempts cities from regulating pesticides; and

**WHEREAS**, many cities across California have passed resolutions restricting pesticide use on city property and have expressed the desire to ban the use of pesticides within their jurisdictions.

**NOW, THEREFORE, BE IT RESOLVED** by the General Assembly of the League of California Cities, assembled in Long Beach, California on September 14, 2018, to do as follows:

1. Encourage the state of California to fund and sponsor further research into the negative impacts of anticoagulant rodenticides to determine whether the use of these products should be further restricted or banned statewide.

2. Direct the League of California Cities staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impact of anticoagulant rodenticides;
3. Encourage cities throughout California to eliminate use of anticoagulant rodenticides as part of their maintenance program in city-owned parks, lands, and facilities and to report on the effectiveness of other rodent control methods used in in their maintenance program;
4. Encourage property owners throughout California to eliminate use of anticoagulant rodenticides on their properties;
5. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of anticoagulant rodenticides;
6. Endorse a repeal of California Food and Agriculture Code § 11501.1 to end local preemption of regulating pesticides; and
7. Call for the Governor and the Legislature to work with the League of California Cities and other stakeholders to consider and implement this reform.

### **Background Information on Resolution**

Source: City of Malibu

Background:

#### **A. Anticoagulant rodenticides are unnecessarily destructive and dangerous**

Anticoagulant rodenticides contain lethal agents that disrupt the normal blood clotting or coagulation process causing dosed rodents to die from uncontrolled bleeding or hemorrhaging. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait. Animals commonly targeted by anticoagulant rodenticides include rats, mice, gophers and squirrels. Non-target predator wildlife victims, which are exposed to an 80-90% risk of poisoning, include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. The endangered species at risk of poisoning include fishers, spotted owls, and San Joaquin foxes. The use of anticoagulant rodenticides not only harms rodents, but it commonly harms pets, such as dogs, cats, and bunnies, and other wildlife that mistakenly eat the bait through primary poisoning or that unknowingly consume animals that have ingested the anticoagulant rodenticide through secondary poisoning. Children also suffer poisoning by mistakenly ingesting anticoagulant rodenticides.

California recognizes the grave harm that can be caused by anticoagulant rodenticides and has partially restricted access to second-generation anticoagulant rodenticides by the public:

Because of documented hazards to wildlife, pets and children, the California Department of Pesticide Regulation has restricted public access to some of these materials in California. As of July 1, 2014, rodenticide products containing the active ingredients brodifacoum, bromadiolone, difethialone and difenacoum are only to be used by licensed applicators (professional exterminators).<sup>1</sup>

California has also prohibited the use of these ingredients in any “wildlife habitat area,” which is defined as “any state park, state wildlife refuge, or state conservancy.”<sup>2</sup>

The United State Environmental Protection Agency<sup>3</sup> and the California Department of Pesticide Regulation<sup>4</sup> have both documented in detail the damage to wildlife from second-generation anticoagulant rodenticides in support of the 2014 consumer ban on the purchase and use of the products. While first-generation anticoagulant rodenticides are less toxic, they are far more abundant due to their continued availability to all members of public.<sup>4</sup> The California Department of Fish & Wildlife was tasked with collecting data on poisoning incidents to ascertain the effectiveness of the restrictions on second-generation anticoagulant rodenticides. After almost four years of collecting data, there was no evidence supporting a reduction in the number of poisonings.

<sup>1</sup> <https://www.wildlife.ca.gov/living-with-wildlife/rodenticides>.

<sup>2</sup> Cal. Food and Agric. Code § 12978.7.

<sup>3</sup> <https://www.epa.gov/rodenticides/restrictions-rodenticide-products>

<sup>4</sup> [https://www.cdpr.ca.gov/docs/registration/reevaluation/chemicals/brodifacoum\\_final\\_assess.pdf](https://www.cdpr.ca.gov/docs/registration/reevaluation/chemicals/brodifacoum_final_assess.pdf)

Recent studies by the University of California, Los Angeles and the National Park Service on bobcats have shown that first-generation anticoagulant rodenticide poisoning levels similar to the second-generation anticoagulant rodenticides poisoning levels.<sup>5</sup> A comprehensive study of 111 mountain lions in 37 California counties found first-generation anticoagulant rodenticides in the liver tissue of 81 mountain lions (73% of those studied) across 33 of the 37 counties, and second-generation anticoagulant rodenticides in 102 mountain lions (92% of those studied) across 35 of the 37 counties.<sup>6</sup> First-generation anticoagulant rodenticides were identified as contributing to the poisoning of Griffith Park mountain lion, P-22, (who was rescued), and the deaths of Newbury Park mountain lion, P-34, and Verdugo Hills mountain lion, P-41.

This data demonstrates the inadequacy of current legislative measures to ameliorate the documented problem caused by both second-generation and first-generation anticoagulant rodenticides.

**B. State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides**

A general law city may not enact local laws that conflict with general state law.<sup>7</sup> Local legislation that conflicts with state law is void.<sup>8</sup> A local law conflicts with state law if it (1) duplicates, (2) contradicts, or (3) enters a field that has been fully occupied by state law, whether expressly or by implication. A local law falling into any of these categories is “preempted” and is unenforceable.

State law expressly bars local governments from regulating or prohibiting pesticide use. This bar is codified in the California Food and Agricultural Code § 11501.1(a):

This division and Division 7 . . . are of statewide concern and occupy the whole field of regulation regarding the registration, sale, transportation, or use of pesticides to the exclusion of all local regulation. Except as otherwise specifically provided in this code, no ordinance or regulation of local government, including, but not limited to, an action by a local governmental agency or department, a county board of supervisors, or a city council, or a local regulation adopted by the use of an initiative measure, may prohibit or in any way attempt to regulate any matter relating to the registration, transportation, or use of pesticides, and any of these ordinances, laws or regulations are void and of no force or effect.

State law also authorizes the state to take action against any local entity that promulgates an ordinance or regulation that violates § 11501.1(a).<sup>9</sup> The statute was specifically adopted to overrule a 30 year old court decision in *People v. County of Mendocino*,<sup>10</sup> which had held that a

<sup>5</sup> L. E. K. Serieys, et al, “Anticoagulant rodenticides in urban bobcats: exposure, risk factors and potential effects based on a 16-year study,” *Ecotoxicology* (2015) 24:844–862.

<sup>6</sup> J. Rudd, et al, “Prevalence of First-Generation and Second-Generation Rodenticide Exposure in California Mountain Lions,” Proceeding of the 28<sup>th</sup> Vertebrate Pest Conference, February 2018.

<sup>7</sup> Cal. Const. art. XI § 7.

<sup>8</sup> *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, 743.

<sup>9</sup> Cal. Food and Agric. Code § 11501.1, subd. (b).

<sup>10</sup> *People ex rel. Deukmejian v. County of Mendocino* (1984) 36 Cal. 3d 476.

local regulation prohibiting aerial application of phenoxy herbicides was not then preempted by state or federal law.<sup>11</sup>

The use of pesticides is broadly regulated by state law. In the language of preemption law, the state “occupies the field,” leaving no room for additional local law on the subject. Accordingly, a city’s ban on the use of anticoagulant rodenticides would be unenforceable.

**C. California should repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to decide how to regulate pesticides within their own jurisdictions based on local concerns**

The state of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Recognizing that cities’ power to “make and enforce within its limits all local, police, sanitary, and other ordinances and regulations” is presently preempted by the general laws of the state, cities throughout California request that the state provide cities with the authority to decide how to deal with rodents based on their land use.

Depending on such land use, cities may decide to allow the use of nonpoisonous control methods, non-anticoagulant rodenticides, or anticoagulant rodenticides, if necessary. Nonpoisonous methods to control rodent pests, include sealing entrances to buildings, sanitizing property, removing rodent habitats, such as ivy or wood piles, setting traps, and erecting raptor poles or owl boxes. For example, a recent landmark study by Ventura County established that installing raptor poles for hawks and owls was more effective than anticoagulant rodenticides in reducing the damage to water control levees caused by ground squirrel burrows. Burrows decreased by 66% with the change.<sup>12</sup>

The ultimate goal is to allow cities to address their local concerns with the input of community members at open and public meetings. Presently, cities are unable to adequately address local concerns; they are limited to encouraging or discouraging behavior.

**D. Conclusion**

The negative effects from the use of anticoagulant rodenticides across California has garnered the interest of cities and community members to remedy the problem. By presenting this resolution to the League of California Cities, the City of Malibu hopes to organize support and gain interest at the state level to repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to regulate pesticides based on individual, local concerns.

<sup>11</sup> *IT Corp. v. Solano County Bd. Of Supervisors* (1991) 1 Cal. 4th 81, fn. 9; *Turner v. Chevron USA Inc.*, 2006 WL 1314013, fn. 14 (unpublished).

<sup>12</sup> <http://vcportal.ventura.org/BOS/District2/RaptorPilotStudy.pdf>

## **League of California Cities Staff Analysis on Resolution No. 2**

Staff: Erin Evans-Fudem  
Committee: Environmental Quality

### **Summary:**

This resolution seeks to have the state and the League study the negative impacts of anticoagulant rodenticides and address the inability of cities to regulate the use of rodenticides and pesticides.

Specifically related to anticoagulant rodenticides, the resolution would encourage the state to fund research into the negative impacts and a potential restriction or ban; direct the League to consider creating a task force to study and report on the unintended negative consequences; encourage cities and property owners to eliminate use; and encourage cities to join advocacy efforts. In addition, the resolution would direct the League to endorse repeal of a statute that preempts local regulation of pesticides.

### **Background:**

The City of Malibu is sponsoring this resolution out of concern about the effect of a certain type of rodent control (anticoagulant rodenticides) has on other wildlife. According to the City, anticoagulant rodenticides disrupt the blood clotting process and therefore cause rodents to die from bleeding or hemorrhaging. This rodenticide is commonly used on rats, mice, gophers, and squirrels. Predator animals that eat rodents can be exposed to anticoagulant rodenticides if they consume animals that have eaten the bait. These animals include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. Furthermore, pets can also be exposed to anticoagulant rodenticides if they eat the bait or consume animals that have eaten the bait.

Some cities have passed “ceremonial resolutions” locally. For example, the City of Malibu has two ordinances in place to discontinue use of rodenticides and traps in city-owned parks, roads, and facilities, as well as encourage businesses and property owners not to use anticoagulant rodenticides on their property.

### **Fiscal Impact:**

Costs to cities would include using alternative methods of rodent control and studying the efficacy. Since the resolution encourages, but does not mandate action by cities, city costs would be taken on voluntarily.

Fiscal impact to the League would include costs associated with the task force, scientific research, and educating League staff and members. For the task force, the League may incur costs associated with staffing, convening, and educating a task force to study anticoagulant rodenticides, as well as the cost of writing a report. This could include a need for outside experts with knowledge of pesticides and their ecological impacts. League resources would also be utilized to support proposals to repeal the statute preempting local regulation of pesticides; however, this cost may be absorbed with existing staff resources.

**Comments:**

*Pesticides are regulated by federal and state governments.* The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) reserves for the federal government authority over pesticide labeling. States can adopt stricter labeling requirements and can effectively ban sale and use of pesticides that do not meet state health or safety standards.<sup>1</sup> For 51 years, California has reserved regulation of pesticides for the state only, preempting local regulation.<sup>2</sup> This preemption has been ratified and confirmed in subsequent court decisions and legislation. However, County Agricultural Commissioners work to enforce the state laws. Local governments may regulate or restrict pesticide use in their own operations, including use in municipal buildings or parks.<sup>34</sup>

*Broad direction.* This resolution would direct the League to take a position allowing broad local discretion over pesticide regulation in general. Because the regulation of anticoagulant rodenticides is largely based in science, additional or outside expertise may be needed to ensure full understanding of the science behind rodent control methods. The resolution itself is not limited to allowing local governments to regulate anticoagulant rodenticides, which this resolution otherwise targets.

*Rodent control methods.* There are numerous methods of controlling rodents, including lethal traps, live traps, and poison baits. There are two generations of rodenticide poisons because after rodents became resistant to the first generation, the second was developed. The U.S. Environmental Protection Agency (U.S. EPA) provides the following information below related to the science and use of anticoagulant rodenticides:

Most of the rodenticides used today are anticoagulant compounds that interfere with blood clotting and cause death from excessive bleeding. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait.

First-generation anticoagulants include the anticoagulants that were developed as rodenticides before 1970. These compounds are much more toxic when feeding occurs on several successive days rather than on one day only. Chlorpophacinone, diphacinone and warfarin are first-generation anticoagulants that are registered to control rats and mice in the United States.

Second-generation anticoagulants were developed beginning in the 1970s to control rodents that are resistant to first-generation anticoagulants. Second-generation anticoagulants also are more likely than first-generation anticoagulants to be able to kill after a single night's feeding. These compounds kill over a similar course of time but tend to remain in animal tissues longer than do first-generation ones. These properties mean that second-generation products pose greater risks to nontarget species that might feed on bait only once or that might feed upon animals that have eaten the bait. Due to these

<sup>1</sup> California Department of Pesticide Regulation (CDPR), *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

<sup>2</sup> California Food and Agriculture Code § 11501.1 (1967).

<sup>3</sup> CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

<sup>4</sup> County Agricultural Commissioners work with CDPR to enforce state laws. CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 13, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

risks, second-generation anticoagulant rodenticides no longer are registered for use in products geared toward consumers and are registered only for the commercial pest control and structural pest control markets. Second-generation anticoagulants registered in the United States include brodifacoum, bromadiolone, difenacoum, and difethialone.

Other rodenticides that currently are registered to control mice include bromethalin, cholecalciferol and zinc phosphide. These compounds are not anticoagulants. Each is toxic in other ways.<sup>5</sup>

*Legislative attempts to ban.* Several legislative measures have been introduced to ban the use of certain anticoagulant rodenticides (AB 1687, Bloom, 2017. AB 2596, Bloom, 2016). However, neither of these measures were heard and failed to pass key legislative deadlines.

### **Existing League Policy:**

The League does not have policy related to pesticides or rodenticides.

Related to federal regulation, League policy states:

- The League supports flexibility for state and local government to enact environmental and other standard or mandates that are stronger than the federal standards. However, the League reserves the right to question or oppose stronger standards on the merits. The League also opposes legislation that prohibits state and local governments from enacting stricter standards.

### **Support:**

The following letters of concurrence were received: William Koehler, Mayor of Agoura Hills; Fred Gaines, Mayor of Calabasas; Brett Lee, Mayor Pro Tem of Davis; Catherine Carlton, Menlo Park City Council Member; Janice Parvin, Mayor of Moorpark; Suza Francina, Ojai City Council Member; Carmen Ramirez, Oxnard City Council Member; Tom Butt, Mayor of Richmond; Lindsey Horvath, West Hollywood City Council Member

<sup>5</sup> U.S. EPA, Restrictions on Rodenticide Products, <https://www.epa.gov/rodenticides/restrictions-rodenticide-products>

# **LETTERS OF CONCURRENCE**

## **Resolution No. 1**

**Local Municipal Authority, Control and Revenue**



# City of Arcadia

## Office of the City Council

Sho Tay  
*Mayor*

April A. Verlato  
*Mayor Pro Tem*

Peter M. Amundson  
*Council Member*

Tom Beck  
*Council Member*

Roger Chandler  
*Council Member*

July 10, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As the Mayor of the City of Arcadia, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

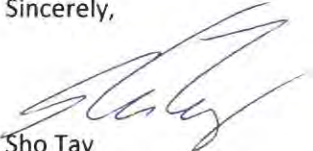
State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that prohibits constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,



Sho Tay  
Mayor, City of Arcadia

cc: City of Arcadia City Council  
Vice Mayor John Mirisch, City of Beverly Hills

CITY OF BURBANK  
  
OFFICE OF THE MAYOR

July 11, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As the Mayor of the City of Burbank, on my own behalf, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

A handwritten signature in black ink that reads "Emily Gabel-Luddy". The signature is written in a cursive, flowing style.

Emily Gabel-Luddy  
Mayor, City of Burbank

cc: Vice Mayor John Mirisch, City of Beverly Hills  
Jennifer Quan, League Regional Public Affairs Manager (via email)

From: Steven Scharf <scharf.steven@gmail.com>  
Sent: Sunday, July 08, 2018 8:34 PM  
To: Cindy Owens  
Subject: Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking only for myself, and not on behalf of the City of Cupertino or other Cupertino City Council Members, I hereby give my support for such a measure. You may use my name as a supporter.

Sincerely,  
Steven Scharf  
Cupertino City Council Member



# City of Duarte

1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | [www.accessduarte.com](http://www.accessduarte.com)

July 10, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**Mayor**  
John Fasana

**Mayor Pro Tem**  
Liz Reilly

**Councilmembers**  
Margaret E. Finlay  
Samuel Kang  
Tzeitel Paras-Caracci

## **2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL, AND REVENUE**

**City Manager**  
Darrell J. George

Dear Committee:

The City of Duarte supports the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) (Wireless Telecommunications Facilities) or the more recently introduced Senate Bill 827 (Wiener) (Planning and Zoning: Transit-Rich Housing Bonus) that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result of the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the State legislature and powerful interest groups should be prohibited in areas where it is unwarranted, and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, the City of Duarte strongly supports this resolution.

Sincerely,

Liz Reilly  
Mayor Pro Tem

cc: Vice Mayor John Mirisch, City of Beverly Hills



# CITY OF OCEANSIDE

MAYOR  
PETER WEISS

July 10, 2018

COUNCIL MEMBERS  
JACK FELLER  
JEROME KERN  
CHARLES "CHUCK" LOWERY  
ESTHER SANCHEZ

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE  
INCREASING VULNERABILITIES TO LOCAL MUNICIPAL  
AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

I'm writing on behalf of the City of Oceanside to support the League of California Cities' ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Weiss".

Peter Weiss  
MAYOR

cc: Vice Mayor John Mirisch, City of Beverly Hills

**CITY OF**

303 EAST "B" STREET, CIVIC CENTER

ONTARIO

**ONTARIO**

CALIFORNIA 91764-4105

(909) 395-2000  
FAX (909) 395-2070PAUL S. LEON  
MAYORALAN D. WAPNER  
MAYOR PRO TEMJIM W. BOWMAN  
DEBRA DORST-PORADA  
RUBEN VALENCIA  
COUNCIL MEMBERSSCOTT OCHOA  
CITY MANAGERSHEILA MAUTZ  
CITY CLERKJAMES R. MILHISER  
TREASURER

July 10, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**Re: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND  
REVENUE**

Dear Committee Members,

As Mayor pro Tem for the City of Ontario, I support the Annual Conference Resolution proposed by the City of Beverly Hills calling for the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

In recent years, the state legislature has aggressively ramped up its efforts to wrestle authority away from local government. In the past session alone, we saw egregious and unprecedented attacks on local control with several bills that strike at the heart of local government. These bills, including Senate Bill 649 (Hueso – Wireless Telecommunications Facilities) and Senate Bill 827 (Wiener – Planning and Zoning: Transit-Rich Housing Bonus) show a blatant contempt for the ability of local governments to meet the needs of the local community.

Unfortunately, these bills are likely only the beginning. As such, there is a need for a ballot measure and/or constitutional amendment to clearly enshrine the role of local government in regulating local issues. The passage of the proposed resolution by the City of Beverly Hills recognizes that it is local government, not the state legislature, that best understands the local community and is therefore best-situated to regulate and respond to local issues. For these reasons, I strongly support this resolution.

Sincerely,

Alan D. Wapner  
Mayor pro Tem – City of Ontario

cc: Vice Mayor John Mirisch, City of Beverly Hills

**City of Palo Alto**  
*Office of the Mayor and City Council*

July 11, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**Re: EXPLORING A RESOLUTION TO RESPOND TO INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY**

Dear Committee Members:

As one Councilmember of the City of Palo Alto, and in my individual capacity and not on behalf of the Council as a body, or the City, I write to support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills. This resolution asks the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide voters an opportunity to further strengthen local authority and preserve the role of local democracy. If the resolution passes, I encourage the League to ensure any potential measure includes both charter and general law cities.

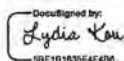
State legislation introduced in both 2017 and 2018 has continually threatened to erode local control. Whether this was SB 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I support this resolution.

Sincerely,

DocuSigned by:  
  
50E161A3D54F4306

Lydia Kou  
Councilmember, City of Palo Alto

cc:  
Palo Alto City Council  
Mayor John Mirisch, City of Beverly Hills  
James Keene, Palo Alto City Manager

P.O. Box 10250  
Palo Alto, CA 94303  
650.329.2477  
650.328.3631 fax



---

**Bill Brand**

Mayor

415 Diamond Street, P.O. BOX 270  
Redondo Beach, California 90277-0270  
[www.redondo.org](http://www.redondo.org)tel 310 372-1171  
ext. 2260  
fax 310 374-2039

July 9, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES  
TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As Mayor of Redondo Beach, I support the League of California Cities Annual Conference Resolution proposed by the City of Beverly Hills calling for the LCC to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, The State Legislature is continuing to introduce proposals that impinge on the ability of local governments to institute discretionary legislation that is responsive to the needs of their communities.

These continual incursions into local control by the State Legislature, and powerful special interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Bill Brand

cc: Vice Mayor John Mirisch, City of Beverly Hills



## MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • [citycouncil@cityofsantacruz.com](mailto:citycouncil@cityofsantacruz.com)

July 9, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL, AND REVENUE**

Dear General Resolutions Committee Members:

As Mayor of the City of Santa Cruz, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents of local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 Ballot.

These continual incursions into local control by the State Legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

David Terrazas  
Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills

**From:** Michael Goldman <miklg@yahoo.com>  
**Sent:** Saturday, July 07, 2018 4:37 PM  
**To:** Cindy Owens  
**Subject:** Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking solely on my own behalf, I hereby give my whole-hearted support for such a measure. The essence of democracy is the control by the people of their community. As public servants, we elected officials serve the democratically expressed will of the public.

Sincerely,

Michael S. Goldman

Sunnyvale City Council, Seat 7



# CITY OF TORRANCE

PATRICK J. FUREY  
MAYOR

July 5, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND  
REVENUE**

Dear Committee:

As Mayor of the City of Torrance, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continually incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely

Patrick J. Furey  
Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills



# CITY OF WEST HOLLYWOOD

CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6460  
FAX: (323) 848-6562

TTY: For hearing impaired  
(323) 848-6496

## CITY COUNCIL

JOHN J. DURAN  
*Mayor*

JOHN D'AMICO  
*Mayor Pro Tempore*

JOHN HEILMAN  
*Councilmember*

LINDSEY P. HORVATH  
*Councilmember*

LAUREN MEISTER  
*Councilmember*

July 11, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE  
INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY,  
CONTROL AND REVENUE**

Dear Committee:

As a Councilmember of the City of West Hollywood, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

During the current 2017-2018 regular session of the California Legislature, legislators introduced several pieces of legislation that have attempted to erode local control. Whether this was Senate Bill (SB) 649 (Hueso) Wireless Telecommunications Facilities, or more recently SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus, which was defeated in Committee, legislators continue to introduce proposals that impinge on the ability of local governments to self-determine.

Another good example of how the Legislature takes actions that are detrimental to local governments' control is the legislative compromise between the Legislature and beverages' manufacturers who agreed to withdraw their ballot initiative in exchange for the approval of Assembly Bill (AB) 1838 (Committee on Budget): Local government: taxation: prohibition: groceries, (Chapter 61, Statutes of 2016). As you know, AB 1838 basically prohibited the adoption of a local "soda tax" by any municipality for the next twelve years.



CITY OF  
WEST HOLLYWOOD

General Resolutions Committee  
League of California Cities  
July 11, 2018  
Page two of two

These incursions into local control by the Legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Lauren Meister,  
Councilmember

cc: Vice Mayor John Mirisch, City of Beverly Hills

## **LETTERS OF CONCURRENCE**

### Resolution No. 2

Repeal Preemption of Regulating Pesticides



*"Gateway to the Santa Monica Mountains National Recreation Area"*

July 10, 2018

The Honorable Rich Garbarino  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

Re: RESOLUTION OF LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
CONTRACT TO SUPPORT THE REPEAL OF PREEMPTION IN  
CALIFORNIA FOOD AND AGRICULTURE CODE §11501.1 THAT  
PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Agoura Hills supports the proposed above referenced resolution that supports the repeal of preemption in California Food and Agriculture Code §11501.1 that prevents local Governments from regulating pesticides.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

As the gateway to the Santa Monica Mountains we have been witness to the harmful effects of anticoagulant rodenticides on wildlife in our community, and surrounding areas.

For this reason, the City of Agoura Hills is supportive of this resolution, and requests the league's support.

Sincerely,

A handwritten signature in blue ink, appearing to read "William D. Koehler".

WILLIAM D. KOEHLER  
Mayor - City of Agoura Hills

cc: Ms. Meg Desmond - [mdesmond@cacities.org](mailto:mdesmond@cacities.org)  
Ms. Mary Linden - [mlinden@malibucity.org](mailto:mlinden@malibucity.org)  
Mr. Greg Ramirez - [gramirez@ci.agoura-hills.ca.us](mailto:gramirez@ci.agoura-hills.ca.us)



CITY of CALABASAS

FRED GAINES

Mayor

July 9, 2018

**ORIGINAL BY U.S. MAIL**

**VIA EMAIL [mdesmond@cacities.org](mailto:mdesmond@cacities.org)**

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

Re: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Calabasas supports the proposed resolution to support the repeal of the preemption clause in California Food and Agriculture Code Section 11501.1 regarding pesticide use and regulation so that each city in the State of California is able to decide how to regulate pesticides within their own jurisdiction to adequately address local concerns.

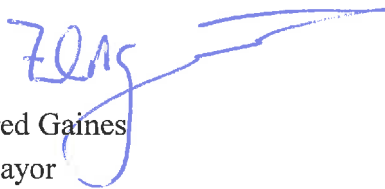
Accordingly, we concur in the submission by the City of Malibu of the above-referenced resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

The City of Calabasas has identified the devastating effect of anticoagulant rodenticides on wildlife in our community and on the ecosystem in our native Santa Monica Mountains. While our City has adopted resolutions and implemented programs to discourage the use of the pesticides by our residents and businesses, we are limited by State law from taking more effective actions.

The Honorable Rich Garbarino, President  
League of California Cities  
July 9, 2018  
Page 2

The City of Calabasas is in strong support of providing cities across the State of California with the authority to regulate pesticides based on local concerns in the communities and supports the proposed Resolution.

Sincerely,



Fred Gaines  
Mayor

cc: Mary Linden (MLinden@malibucity.org)



July 13, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: A Resolution of the League of California Cities Declaring Its Commitment to Support the  
Repeal of Preemption in California Food and Agriculture Code § 11501.1 That Prevents  
Local Governments from Regulating Pesticides

Dear President Garbarino:

Anticoagulant rodenticides poison unintended targets, including predator wildlife in California and pets that ingest the products. These poisons cause painful, internal hemorrhaging in non-target animals. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Brett Lee  
Mayor Pro Tem

July 5, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO  
SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §  
11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80% to 90% of predator wildlife in our cities and throughout California. These poisons cause painful, internal hemorrhaging in non-target animals - including pets - that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

My own mother lost a dearly loved pet dog, who was poisoned when it ate a poisoned rat!

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

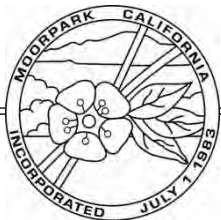
State law now preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Catherine Carlton

Environmental Committee Vice Chair for the League of California Cities



# CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021

Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 12, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

**RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES**

Dear President Garbarino:

The City of Moorpark supports the above referenced resolution being brought to a vote at the upcoming League of California Cities Conference on September 14, 2018.

As a community surrounded by the beauty of the Santa Monica Mountains and its wildlife, the City adopted a resolution in 2013 urging Moorpark residents and businesses to not use anticoagulant rodenticides in Moorpark. In 2014, the City applauded passage of AB 2657, which removed many second generation anticoagulant rodenticides from the state.

However, as we are all unfortunately aware, scientific research continues to find anticoagulant rodenticides in non-target animals, including the natural predators that help regulate rodent populations and endangered species throughout California. Accordingly, the City has supported subsequent legislative proposals to ban all anticoagulant rodenticides statewide, including AB 2422, which is currently stalled in the state legislature.

The City further believes that local governments should have the opportunity to regulate pesticide usage within their jurisdictions if the communities they represent desire to do so. Therefore, the City supports the above referenced resolution being brought to a vote.

Yours truly,

Janice Parvin  
Mayor

Resolution of the League of California Cities re: Anticoagulant Rodenticides  
Page 2

cc: City Council  
City Manager  
Assistant City Manager  
Assistant to the City Manager  
League of California Cities, Meg Desmond ([mdesmond@cacities.org](mailto:mdesmond@cacities.org))  
City of Malibu, Mary Linden ([MLinden@malibucity.org](mailto:MLinden@malibucity.org))

Councilmember Suza Francina  
City of Ojai  
401 South Ventura Street, Ojai, CA 93023  
Email: [Suzaojaicitycouncil@gmail.com](mailto:Suzaojaicitycouncil@gmail.com)  
Cell: 805 603 8635

July 9, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,  
Suza Francina  
Councilmember, City of Ojai

July 12, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

I write as one council member of the City of Oxnard regarding the state law that preempts general law cities such as ours from regulating the use of pesticides. Our city is heavily impacted with environmental burdens associated with pesticide use as well as other industrial toxins, which affect the health of the people, wildlife and our environment. Oxnard residents are requesting that the use of pesticides in our public spaces be curtailed and restricted. This would include anticoagulant rodenticides, products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Letter to President Garbarino  
July 12, 2018  
Page two

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018. Thank you very much for your attention to this.

Sincerely,

A handwritten signature in black ink that reads "Carmen Ramirez". The signature is written in a cursive, flowing style with a large initial 'C' and a stylized 'R'.

Carmen Ramirez



*Bay Front. Home Front. Out Front.*

July 6, 2018

The Honorable Rich Garbarino  
President, League of California Cities  
1400 K Street  
Sacramento, California 95814

Re: In Support to Repeal the Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from regulating pesticides

Dear President Garbarino,

Anticoagulant rodenticides poison 80% to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides, which has minimized the impact of the State's ban. Despite collecting data for almost four years, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to the partial restriction of the supply.

As a member of the League of California Cities' Environmental Quality Policy Committee, I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Butt', with a stylized flourish at the end.

Mayor Tom Butt  
Richmond, California



# CITY OF WEST HOLLYWOOD

CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6460  
FAX: (323) 848-6562

TTY: For hearing impaired  
(323) 848-6496

## CITY COUNCIL

JOHN J. DURAN  
*Mayor*

JOHN D'AMICO  
*Mayor Pro Tempore*

JOHN HEILMAN  
*Councilmember*

LINDSEY P. HORVATH  
*Councilmember*

LAUREN MEISTER  
*Councilmember*

July 13, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

RE: A Resolution of the League of California Cities Declaring its Commitment to Support the Repeal of Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from Regulating Pesticides

Dear President Garbarino,

I am writing to express my support for the above-mentioned resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 in order to give cities across California the authority to regulate and/or prohibit the use of pesticides in their local communities. I concur with the submission of the proposed resolution to the League of California Cities General Assembly annual meeting on September 14, 2018.

Granting local governments the ability to self-regulate pesticide use better enables cities to protect the health and safety of the public, animals, and the environment. Given that no two cities are identical, local governments must have the power to take a systematic approach to pesticide use and regulation that fits the specific needs of their city. Repealing this section of the code will provide cities the opportunity to act in the best interest of their jurisdiction to set a standard of regulation that offers comprehensive protection, better formulated to protect a community's individual needs.

The City of West Hollywood is in strong support of environmentally-sensitive pest management practices that minimize risk to people, companion and wild animals, resources, and the environment. As the proposed resolution explains, anticoagulant rodenticides have devastating effects on wildlife. The City of West Hollywood has implemented an Integrated Pest Management Program that supports environmentally-sensitive pest management while protecting the health and safety of the public. This policy is in compliance with the State and Federal regulations while catering to and prioritizing the needs of the City of West Hollywood.

Sincerely,

Lindsey Horvath  
Councilmember

cc: Meg Desmond, League of CA Cities  
Councilmember Laura Z. Rosenthal, City of Malibu  
Elizabeth Shavelson, Assistant to the City Manager, City of Malibu  
Mary Linden, Executive Assistant, City of Malibu



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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** August 20, 2018

**Subject:** Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels

### RECOMMENDATION:

It is recommended that the City Council:

- a. Receive a report from staff;
- b. Direct staff to establish an Internal Revenue Code (IRC) Section 115 Irrevocable Trust for Pension and OPEB costs;
- c. Analyze the financial benefit of refinancing a portion of the City's unfunded pension liability;
- d. Research pension and OPEB forecasting software applications; and
- e. Provide additional direction as appropriate.

### BACKGROUND:

#### Pension Benefits.

1. The City of San Fernando provides a defined benefit pension plan to all full-time employees through the California Public Employees Retirement System (CalPERS). CalPERS defines "full-time" as working more than 1,000 hours per year for at least five years.
2. CalPERS serves the majority of California cities, counties, and special districts and manages an investment portfolio of more than \$351 billion (as of June 30, 2018).
3. San Fernando joined CalPERS in October 1946 and provides various levels of retirement benefits depending on bargaining unit. Benefit provisions under each plan are set by state statute.

## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels

Page 2 of 12

4. The Plans are funded by a combination of employer (City) and employee contributions. The employee contribution is a fixed percentage of income that varies based on the specific Plan the employee is enrolled in. The employer contribution, called the **Annual Required Contribution** (ARC) is equal to the **Normal Cost**, which is the benefit earned each year based on payroll and assumed rate of investment return by CalPERS, **plus** the **Unfunded Accrued Liability** (UAL), which is the gap between the value of prior contributions and cost of future payments. The UAL is calculated each year based on a number of factors, including actual rate of investment return, changes in life expectancy, and changes in payroll. The gain or loss from the UAL is then amortized over 30 years to avoid drastic annual increases and decreases in the employer contributions.
5. A summary of the various benefit levels provided by the City follows:

	Miscellaneous			Sworn Police Officers		
	Rate	Income	Retirement Age	Rate	Income	Retirement Age
<b>Tier I*</b>	3.0%	Single Highest Year	60	3.0%	Single Highest Year	50
<b>Tier II**</b>	2.0%	36 month average	55	3.0%	36 month average	50
<b>Tier III***</b>	N/A	N/A	N/A	3.0%	36 month average	55
<b>PEPRA****</b>	2.0%	36 month average	62	2.7%	36 month average	57

\*Misc. hired before 11/12/2005; Sworn hired before 1/6/1994

\*\* Misc. hired before 1/1/2013; Sworn hired before 9/8/2012

\*\*\* Sworn hired before 1/1/2013

\*\*\*\* Per the Public Employees Pension Reform Act, applies to all employees hired after 1/1/2013

6. According to a 1955 State Supreme Court ruling, public employee benefits, once granted, cannot be modified, even for future work. This is called the "California Rule" and is currently under review in various court cases.

### Pension Tax.

7. In 1946, the voters of San Fernando approved a ballot measure levying an ad valorem property tax necessary to raise the funds necessary to pay the City's annual obligation to CalPERS.
8. In 1978, California voters approved an amendment to the state Constitution, commonly known as Proposition 13, that, among other things, limited the ad valorem property tax to one-percent (1%) of assessed value. The only exceptions were those ad valorem property taxes that were approved by voters prior to July 1, 1978.
9. In 1985, the state Legislature adopted Revenue and Taxation Code Section 96.31 that effectively capped pre-Proposition 13 ad valorem property taxes to the highest rate levied

## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels

Page 3 of 12

in Fiscal Year (FY) 1982-1983 or FY 1983-1984. In August 1983, San Fernando levied a rate of \$0.28420 per \$100 of assessed value, which became the maximum rate the City can levy in any one year.

10. San Fernando's ad valorem property tax to fund annual CalPERS costs ("Pension Tax") is a special tax that can only be used for the intended purpose and cannot be used for general revenue purposes.
11. The Pension Tax is currently \$0.232381 per \$100 of assessed value, or \$232.38 per \$100,000 of assessed value. The City Council may set this rate anywhere between \$0.00000 per \$100 of AV and \$0.28420 per \$100 of AV. If the Pension Tax does not generate sufficient revenue to cover the City's annual CalPERS cost, the remaining amount must be paid from the General Fund.

### Retiree Health Benefits.

12. In addition to a defined benefit pension plan, the City provides other post-employment benefits (OPEB), specifically, retiree health benefits. Employees that service retire or disability retire directly from the City of San Fernando receive some level of lifetime paid healthcare benefit.
13. A summary of the various benefit levels provided by the City follows:

Miscellaneous				Sworn			
	Benefit	Max. Payment	Covered Parties	Benefit	Max. Payment	Covered Parties	
Tier I*	100% Paid	None	Employee and eligible dependents	100% Paid	None	Employee and eligible dependents	
Tier II**	100% Paid	Excludes PERSCare	Employee and eligible dependents	100% Paid	Excludes PERSCare	Employee and eligible dependents	
Tier III***	State min.	\$133/month	Not applicable.	State min.	\$133/month	Not applicable.	

\*Misc. hired before 12/31/2012; Sworn hired before 6/30/2008

\*\* All employees hired before 6/30/2015

\*\*\* All employees hired after 7/1/2015

14. Financial reporting requirements for Retiree Health Benefits have changed drastically over the last five (5) years. The Government Accounting Standards Board (GASB), which sets financial reporting requirements, designed standards for reporting promised retiree benefits for decision-making and accountability purposes, comparability across governments, and financial transparency.
15. GASB Statement No. 74 (GASB 74) requires reporting long-term Retiree Health liability, which will significantly decrease the City's Net Position on 2018 financials. Similar to Pension reporting, GASB 74 requires governments to prepare an actuarial report that

**Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels**Page 4 of 12

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identifies the full long-term cost to provide Retiree Health benefits and record the liability on the City's financial statements.

16. There is no dedicated funding source for Retiree Health benefits. Therefore, they are paid directly from the City's General Fund on a "pay-as-you-go" basis. The City does not currently set aside any money to fund future benefits.

**ANALYSIS:**

The cost of public pensions and sustainability of the current defined benefit system has been part of the national public policy conversation since the "Great Recession" shone a light on how vulnerable pension systems are to economic downturns. In 2007, the value of the CalPERS portfolio was 101% of outstanding liability. By 2009, CalPERS only had enough assets to fund 61% of the long-term liability. This drastic decrease in funded status resulted in a number of changes to CalPERS. First and foremost, the California legislature worked to improve the long-term sustainability of the CalPERS system by passing significant pension reform. The Public Employee Pension Reform Act (PEPRA) significantly reduced benefits for public employees hired after January 1, 2013 and limited member agencies' ability to increase existing pension benefits.

In addition to the legislated efforts to make the system more sustainable, the CalPERS Board has taken a number of actions to decrease the system's vulnerability to economic downturns. One of the most significant changes was to decrease the discount rate (i.e., assumed rate of investment return) from 7.5% to 7.0% incrementally by FY 2020-21. Additionally, the Board will reduce the amortization period (i.e., the period that annual gains/losses are spread over) from 30 years to 20 years by June 30, 2019.

While these actions are important to solidify the long-term sustainability of the system, it also increases costs for member agencies. CalPERS only has two sources of income: 1) earnings on invested assets, and 2) annual charges to member agencies. Since CalPERS will be expecting less revenue from investments and investment losses will be collected over 20 years rather than 30 years, member agencies will have to pay more on an annual basis to make up that difference. Consequently, increasing pension costs have become one of the most significant stressors on municipal budgets nationwide.

Every municipal government is funded by a different mix of revenue sources, which typically include Sales Tax, Property Tax, Business Tax, Utility Tax, Hotel Tax, Franchise Fees, and User Fees. These taxes and fees are used to fund public safety, infrastructure maintenance, recreation and cultural programming, economic development, and general administration (including pension costs).

## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels

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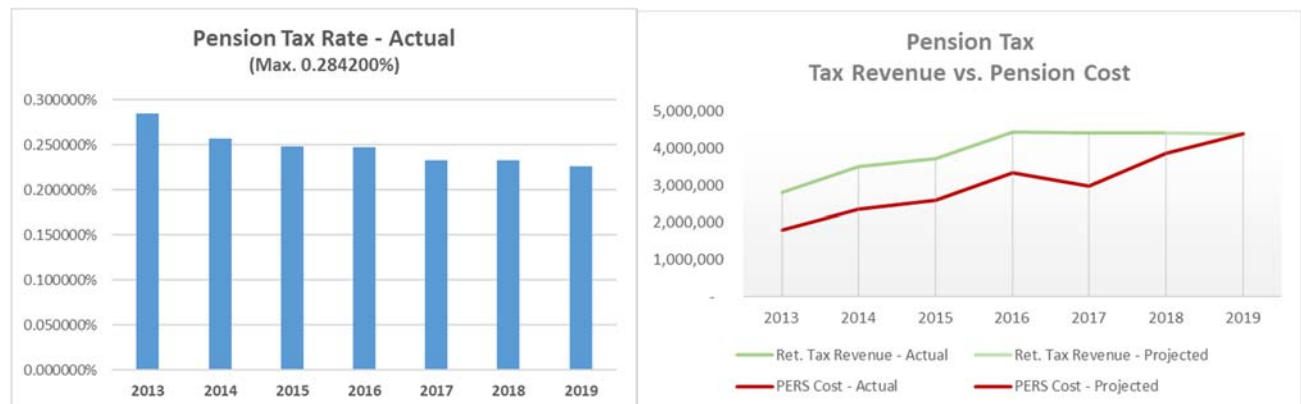
The City of San Fernando is somewhat unique in California as it does not have a Utility Tax or a Hotel Tax; however, as previously discussed, the City has a special property tax specifically earmarked to pay employee pensions. As a result, the City does not currently use General Fund revenue to pay employee pensions. Instead, more General Fund revenue can be toward the operations identified above. The financial data below illustrates how critical the Pension Tax is to continuing to provide a high level of service to the community.

### Historical Data.

Since 2013, the City Council has been able to gradually decrease the Tax Rate from \$0.28 per \$1,000 of Assessed Value in 2013 to \$0.23 per \$1,000 of Assessed Value in 2018. The rate necessary to cover projected costs for FY 2018-2019 is \$0.22 per \$1,000 of Assessed Value. This has been possible because annual increases in assessed value has exceeded annual increases in CalPERS costs.

Additionally, due the elimination of redevelopment in California, the City began receiving Pension Tax revenue from all of the former redevelopment project areas in FY 2015-2016. Prior to 2015, Pension Tax revenues were giving to the Redevelopment Agency as tax increment.

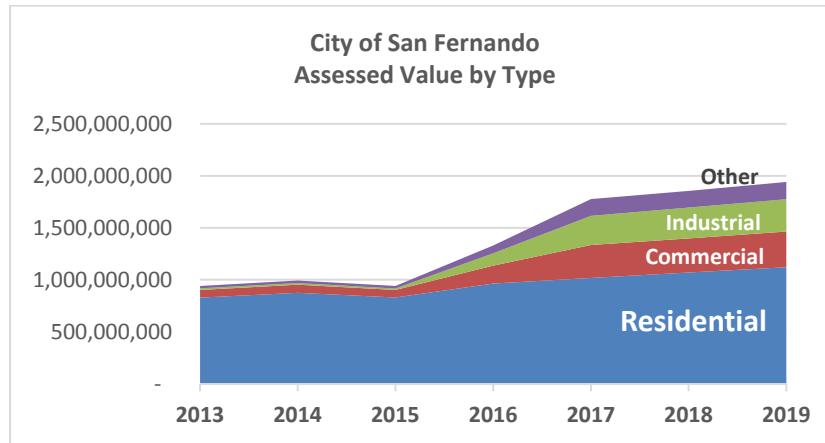
The illustrations below show the historical Pension Tax Rate and the annual revenue compared to the annual cost:



Residential accounts for the most significant portion of assessed values. Prior to the elimination of redevelopment, residential values accounted for more than 85% of the total Pension Tax revenue (commercial properties still paid the tax, it was just provided to the RDA as tax increment rather than the City to pay pensions). Currently, residential values account for approximately 57% of Pension Tax revenue:

## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels

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Staff will continue to research whether the current ad valorem pension tax must be levied equally on all property types (i.e. residential, commercial, industrial, etc.) or if the levy can differ based on type of property.

### Projected Data.

Using data provided in the City's most recent annual CalPERS Actuarial Valuation Report, staff developed a seven-year projection of pension costs, which is provided in the table below:

	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025
<b>Assessed Value*</b>	1,942,268,208	1,981,113,572	2,020,735,844	2,061,150,560	2,102,373,572	2,144,421,043	2,187,309,464
<b>Tax Rate (Max. 0.284200%)</b>	0.225788%	0.233699%	0.251850%	0.268825%	0.282653%	0.284200%	0.284200%
<b>Ret. Tax Revenue - Projected</b>	4,385,408	4,629,844	5,089,225	5,540,890	5,942,430	6,094,445	6,216,333
<b>Normal Cost</b>	1,724,227	1,804,714	1,938,225	1,976,990	2,016,530	2,056,860	2,097,997
<b>Unfunded Liability</b>	2,661,181	2,825,130	3,151,000	3,563,900	3,925,900	4,180,200	4,402,800
<b>Total PERS Cost - Projected**</b>	4,385,408	4,629,844	5,089,225	5,540,890	5,942,430	6,237,060	6,500,797
<b>Projected Surplus(Shortfall)</b>	-	-	-	-	-	(142,616)	(284,464)
<b>Fund Cash Balance</b>	5,287,196	5,287,196	5,287,196	5,287,196	5,287,196	5,144,580	4,860,117
<b>Cost of 1 basis point reduction</b>	194,227	198,111	202,074	206,115	210,237	214,442	218,731

\*Projected annual 2% increase.

\*\*Per CalPERS Actuarial Reports for Required Contribution for 2018-2019 fiscal year

### Key Assumptions.

Assessed Value is conservatively projected to increase by 2% per year, City payroll is projected to increase by 3% (to be consistent with CalPERS projections), and the Pension Tax Rate is set at a rate to fully cover projected PERS costs without exceeding the statutory cap of 0.284200%.

## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels

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The table also provides the Pension Tax funds current reserve balance, which can be invested to generate investment income or used to buy down the Pension Tax rate levied on property values. The cost of buying down the Pension Tax rate is approximately \$200,000 per one (1) basis point (i.e. 0.01%). More information on drawing down the stabilization reserve is provided in following sections.



The graph to the left illustrates the projected Pension Tax rate required over the next seven years to fully cover the City's annual cost. According to the projection, CalPERS costs will exceed the statutory maximum rate in FY 2023-2024. It should be noted that this projection model is conservative as it assumes assessed value growth that is less than the City's historical average and a payroll projection that is slightly

higher than is agreed to in current MOU's with the City's bargaining units.

Despite the projected increases over the next few years, as a result of prudent financial planning, the City is in a good position to take steps now to mitigate future increases and stabilize the Pension Tax rate for property owners. The following actions can be taken to stabilize the Pension Tax rate.

### 1) Establish an Internal Revenue Code (IRC) Section 115 Irrevocable Trust for Pension Costs.

Due to a number of factors, including strong assessed value growth and additional revenues from the elimination of redevelopment in California, the Pension Tax fund has a reserve balance of almost \$5.3 million. The City can establish a Section 115 Trust for Pension costs and deposit these reserve funds in the Trust. Funds deposited in a 115 Trust are invested in professionally managed investment portfolios. Depending on the strategy selected by the City, investment returns historically exceed the City's investment return by 2% - 4% per year. The additional investment income can be used to pay future pension costs. Savings from investment income can be passed on to property owners by keeping the Pension Tax rate stable.

### 2) Draw Down on Rate Stabilization Reserves.

The Stabilization Reserve balance can be used to buy down the Pension Tax rate to avoid increases or implement increases over a number of years. As previously mentioned, the cost to buy down the rate is approximately \$200,000 per one basis point. For example, if a

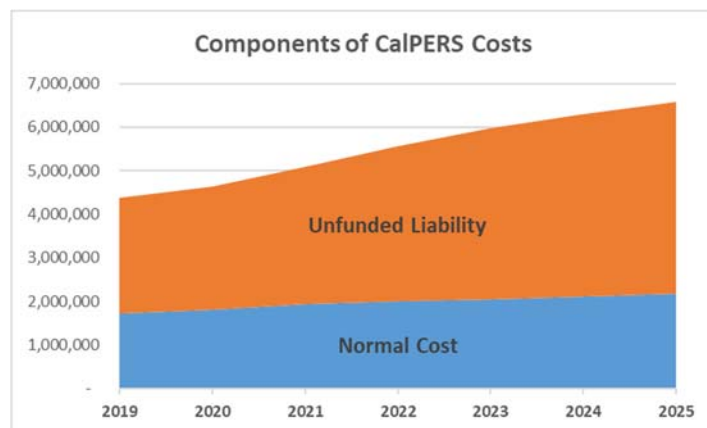
## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels

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tax rate of 0.23% is required to cover the annual CalPERS costs, the City Council may wish to draw down \$200,000 from the Pension Tax fund balance and only levy a tax rate of 0.22%, or draw down \$400,000 and levy a rate of 0.21%, and so-on. This strategy is not recommended at this time as it is a short term strategy.

### 3) Refinance the Unfunded Liability Tail.

The illustration below shows that the Unfunded Liability is projected to increase much faster than normal cost over the next few years. This is due primarily to the following changes to CalPERS' liability calculation methodology: 1) the discount rate (i.e., expected rate of investment return) is being reduced from 7.5% to 7.0% by 2021, and 2) the amortization period for annual gains/losses is being reduced from 30 years to 20 years by 2020. Although these changes are positive for long-term sustainability of the CalPERS system, it is very costly for member agencies in the short-term.



Since the Unfunded Liability is the largest component of the annual cost, the City may issue bonds secured by Pension Tax revenues to pay down the unfunded liability. The City is currently paying more than 7.0% interest on the outstanding unfunded liability balance. The City can save a significant amount of money over the long-term by refinancing at the current rates (approximately 5.0%). This savings can be passed on to property owners by

keeping the Pension Tax rate stable.

### 4) Pre-pay annual CalPERS costs at the beginning of the Fiscal Year.

CalPERS allows member agencies to pre-pay the annual unfunded liability in July rather than paying in 12 monthly installments. The City has done this for the last few years, which has saved approximately \$200,000 in interest costs. This was only possible because there has been a cash balance in the Pension Tax fund and there was sufficient cash in the fund to make the payment. Staff recommends retaining sufficient cash in the fund to continue this practice.

### 5) Negotiate employee cost sharing if Pension Tax revenues do not cover CalPERS costs.

The City may negotiate a cap on pension costs with the various bargaining units. If cost exceed the agreed upon cap, then employees would be required pay the additional costs.

**Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels**Page 9 of 12

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Implementing cost sharing requires agreeing to contract terms with the City's bargaining unit.

6) Research pension and OPEB forecasting software.

To assist with long-term policy decisions, many cities are implementing forecasting software that provides flexibility to change multiple variables and assess the impact on long-term costs. Staff has developed a very limited forecast that has been presented in this report. However, there are some very good forecasting applications, the most widely used is currently developed by GovInvest.

As with any software application, there are pros and cons to implementing a new tool. Aside from cost (forecasting applications start at approximately \$5,000 per year depending on the number of modules implemented), the biggest obstacle is maintaining up-to-date data with current staff resources. Staff will research current options and provide a recommendation at an upcoming City Council meeting.

Retiree Health Costs.

Another significant stressor on municipal budgets nationwide is health insurance for both active and retired employees. In response to rising healthcare costs, the Obama Administration was able to sign the Affordable Care Act (ACA) into law. Since implementation of the ACA, healthcare costs have been volatile. Traditionally, Preferred Provider Organization (PPO) plans offered more coverage and more treatment choices, which was offset by higher premiums and co-pays. Health Maintenance Organizations (HMO) plans had more narrow coverage and required referrals from a primary care physician, but had lower premiums and co-pays.

The ACA set minimum coverage requirements, which forced many HMO plans to cover medical treatments and patients that were not covered prior to the ACA. Consequently, many plans adjusted premiums to recover the additional costs. This has impacted both public and private sector entities.

San Fernando contracts with CalPERS to provide medical insurance to active and retired employees. This allows the City to take advantage of statewide negotiated group premiums for active and qualifying retired employees. The City has negotiated a cap on healthcare cost exposure with a number of bargaining units by implementing a cafeteria plan or maximum amount the City will pay toward healthcare. If the cost of an employee's selected healthcare premium exceeds their negotiated allowance, then the employee is responsible to pay the difference. There is currently one bargaining unit that receives fully paid medical coverage.

In 2015, the City negotiated a reduction in retiree health care costs with all bargaining units for employees hired after July 1, 2015. Employees hired before July 1, 2015 that retire from the

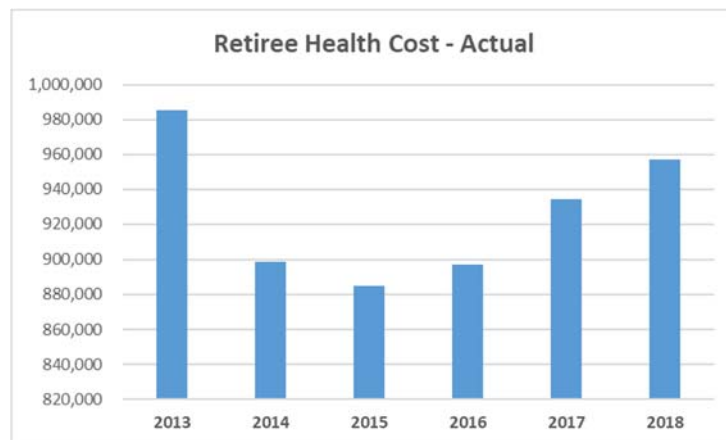
## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels

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City will continue to receive fully paid retiree medical insurance. Employees hired after July 1, 2015 and retire from the City will receive the state statutory minimum to be paid toward retiree medical insurance, which is currently \$133 per month. Of the 99 active employees that would qualify for retiree health benefits if they retire from the City, 20 receive the reduced benefit and all new employees will receive the reduced benefit.

As previously mentioned, new government financial reporting requirements (GASB 74/75) will require the entire unfunded liability for OPEB, currently valued at \$42.8 million, be included on the City's Statement of Net Position (i.e., net worth). This will have a significant impact as it will effectively decrease the City's Net Position to less than zero. It is important to note that this is not a new liability. In fact, City Council actions over the last few years have served to reduce the liability. Rather, it is a new financial reporting requirement to calculate and include an existing unfunded liability on the City's balance sheet.

The City currently funds retiree health on a "pay-as-you-go" basis, which means the City only pays the monthly premium for the 94 retired employees and surviving spouses. The City is not currently pre-funding the cost of retiree health benefits for the 99 current active employees that may qualify for retiree health benefits. According to the most recent actuarial valuation, the City should be setting aside approximately \$2 million per year to fully fund future retiree health benefits.



The annual "pay-as-you-go" retiree health cost is approximately \$1 million per year, which, unlike pension costs, does not have a dedicated funding source and is paid from the General Fund and Enterprise Funds. Although the annual cost of retiree health is much less than pensions, the unfunded liability is almost \$10 million greater because, unlike pensions, the City is not pre-funding this liability.

The City Council has already taken significant steps to addressing this liability by reducing the benefit to the statutory minimum for employees hired after July 1, 2015.

**Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels**Page 11 of 12

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The following actions can be taken to stabilize the Pension Tax rate.

1) Establish an IRC Section 115 Irrevocable Trust for OPEB Costs.

Government Accounting Standards Board (GASB) best practices recommend pre-funding future OPEB liabilities through an irrevocable trust. Funds deposited into such a Trust are protected and can only be used for OPEB related payments. Creation of an irrevocable trust, even if not fully funded, will demonstrate the City's commitment to a long-term strategy to fund this liability. Staff will be presenting a plan to establish a Section 115 Irrevocable Trust, and related funding strategies, for both pension and OPEB benefits at a future City Council meeting.

2) Continue to work toward cost sharing for healthcare benefits for active employees.

The City has already capped exposure to increasing healthcare premiums for most bargaining units. As employees start to share the cost of healthcare benefits, the savings can be used to pre-fund retiree medical benefits.

3) Research pension and OPEB forecasting software.

As previously discussed, implementing forecasting software that provides flexibility to change multiple variables and assess the impact on long term costs will assist staff and City Council with responsible long-term decision making.

**BUDGET IMPACT:**

The cost of pension and other post-employment benefits, such as retiree healthcare, are the two of the most significant stressors on the long-term fiscal health of most government agencies. San Fernando has a voter-approved special tax that can only be used to fund CalPERS costs. The Pension Tax fund currently has a cash balance of approximately \$5.3 million that can be invested to earn additional investment income or drawn down to stabilize rates for taxpayers.

Retiree healthcare is currently funded on a "pay-as-you-go" basis from the General Fund and Enterprise Funds. There is \$925,000 appropriated in the FY 2018-2019 General Fund budget to pay retiree healthcare costs.

**Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Strategies to Improve Funding Levels**Page 12 of 12

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**CONCLUSION:**

Despite the rising costs of pensions and retiree healthcare, San Fernando is well positioned to take steps to stabilize long-term costs. Although a number of strategies have been included in this report, the two strategies that can be implemented fairly quickly and have the greatest impact are: 1) establishing an IRC Section 115 Irrevocable Trust for pension and OPEB costs, and 2) explore the savings to refinance the City's unfunded pension liability tail.



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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** August 20, 2018

**Subject:** Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2018-2019

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7882 establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System; fixing the property tax rate for Fiscal Year (FY) 2018-2019 at \$0.227340 per \$100 of assessed valuation; and levying that tax rate upon all taxable property in the City.

### BACKGROUND:

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

**Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2018-2019**Page 2 of 3

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5. In 1985, the Legislature adopted Revenue and Taxation Code Section 96.31, which authorized a jurisdiction to continue to impose an ad valorem property tax levy to make payments in support of pension programs, provided: 1) it was approved by voters prior to July 1, 1978, and 2) the jurisdiction imposed the property tax levy in either FY 1982-1983 or FY 1983-1984.
6. Section 96.31 further provided a cap on the tax rate that a jurisdiction may levy; specifically, the tax rate may not exceed the rate imposed by that jurisdiction in the 1982-1983 or 1983-1984 fiscal years, pursuant to a budget resolution adopted on or before July 1, 1983. Therefore, because the City of San Fernando adopted its FY 1983-1984 Resolution on August 15, 1983, the maximum rate it can levy is \$0.28420 for each \$100 of assessed property value, which rate was established in FY 1982-1983.
7. The ad valorem property tax rate levied on all taxable property to fund the City's CalPERS obligation in FY 2017-2018 was \$0.232381 per \$100 of assessed valuation.

**ANALYSIS:**

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

Pursuant to California Revenue and Taxation Code Section 96.31, the City is authorized to impose a maximum tax rate of \$0.28420 per \$100 of assessed valuation of all taxable property in the City, which was the property tax rate imposed by the City in FY 1982-1983. The Los Angeles County Assessor has recently released their Statement of Values for FY 2018-2019. The total preliminary Assessed Value for San Fernando is \$1,942,294,308 (4.7% increase from FY 2017-2018). Of that, an estimated \$1,134,933,214 in assessed value is residential (6.1% increase from prior year), \$341,339,174 in assessed value is commercial (3.9% increase from prior year), and \$306,565,163 in assessed value is industrial (3.3% increase from prior year).

In FY 2017-2018, the average residential property paid \$583, commercial property paid \$1,938 and Industrial property paid \$3,964 in Pension Tax. Based on the new FY 2018-2019 preliminary assessed values and proposed rate, the average residential property will pay \$605, commercial property will pay \$1,955, and industrial property will pay \$4,029 in Pension Tax.

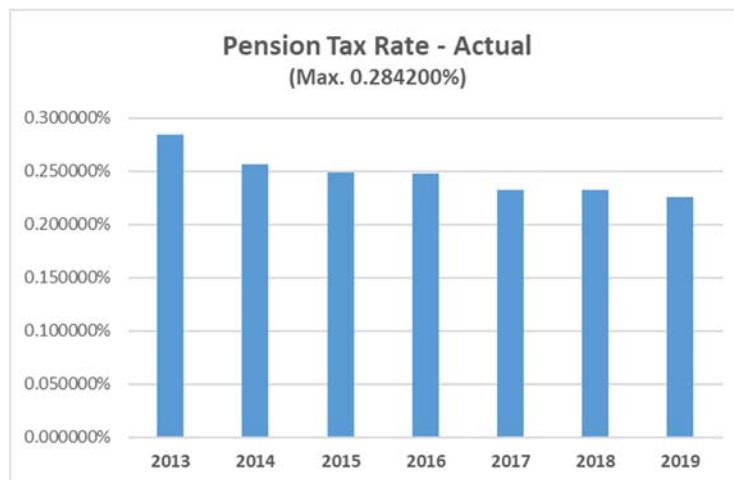
**Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2018-2019**

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**BUDGET IMPACT:**

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

Due to the strong growth in assessed values in San Fernando in FY 2018-2019, the City Council can decrease the Pension Tax by 2.2% from last year's levy. This will raise approximately \$4.4 million to cover the City's projected CalPERS costs for FY 2018-2019 (see Exhibit "1" to the attached Resolution for additional detail).

**CONCLUSION:**

The Los Angeles County Auditor Controller requires the City Council to approve a Resolution establishing the tax rate on an annual basis. This information must be submitted before August 24, 2018, to allow the levy to be placed on the current tax bills.

Adoption of the attached Resolution will fix the property tax rate at \$0.227340 per \$100 of assessed value and will be used to fund the City's annual CalPERS obligation, which is estimated at \$4.4 million for FY 2018-2019.

**ATTACHMENT:**

- A. Resolution No. 7882 with Exhibit 1

**ATTACHMENT "A"****RESOLUTION NO. 7882**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, FIXING A TAX RATE AND LEVYING TAXES FOR FISCAL YEAR (FY) 2018-2019 ON PROPERTY WITHIN THE CITY FOR THE OBLIGATION OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR THE RETIREMENT BENEFITS OF CITY EMPLOYEES, AUTHORIZED AT AN ELECTION HELD ON APRIL 9, 1946**

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

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

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

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

**SECTION 4:** As set forth in Exhibit "1" to this Resolution, which is attached hereto and incorporated herein by this reference, the City Council has determined and fixed the sum of \$4,385,413 as the amount of revenue from property taxes necessary to pay the City's PERS obligation for FY 2018-2019.

**SECTION 5:** Pursuant to Exhibit "1" to this Resolution, the City Council hereby fixes the tax rate of the City of San Fernando for FY 2018-2019 at \$0.227340 and hereby levies such tax in that amount upon each one hundred dollars (\$100.00) of property value of all property in

the City subject to taxation, using as a basis the value of such property as assessed and equalized in a manner prescribed by law.

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

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

**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of August, 2018.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 20<sup>th</sup> day of August, 2018, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**RECUSE:**

---

Elena G. Chávez, City Clerk

**EXHIBIT "1"****City of San Fernando****FY 2018-2019 Calculation of Property Tax for City's Obligation  
to the California Public Employee's Retirement System**

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

Assessed Valuation General City Area (240.01)	\$1,152,276,722
Assessed Valuation RP Area #1 (240.02)	\$67,436,790
Assessed Valuation RP Area #2 (240.03)	\$55,224,350
Assessed Valuation Civic Center (240.04)	\$142,013,941
Assessed Valuation Civic Center '84 Annex (240.05)	\$350,352,064
Assessed Valuation RP #1 '89 Annex (240.06)	\$78,823,779
Assessed Valuation RP Area #4 '95 Annex (240.07)	\$82,880,662
<b>Total Retirement Assessed Valuation</b>	<b>\$1,929,008,308</b>
Estimated Retirement Cost (FY 2018-19 Budget)	\$4,385,413
Plus Prior Year Shortfall	\$0
Plus Additional Payment to Side Fund Loan	\$0
<b>Funding Required (FY 2018-2019)</b>	<b>\$4,385,413</b>
<b>Funding Rate per \$100 of Assessed Value (Funding Required/Total Retirement AV)*100</b>	<b>\$0.227340</b>
Maximum Funding Rate Allowed*	\$0.284200

\*The Funding Rate required is **\$0.227340**; The City is authorized to impose a maximum amount of \$0.284200 per Revenue and Taxation Code Section 96.31.

Prior Year Levy	0.232381
Percent change from prior year	-2.2%
Change per \$100,000 of AV	-\$5.04



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## AGENDA REPORT

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**To:** Mayor Ballin and Councilmembers

**From:** Vice Mayor Antonio G. Lopez

**Date:** August 20, 2018

**Subject:** Consideration to Direct Staff to Prepare a Letter to Metro Requesting Certain Specifications to be Included in the Design of the Maclay Light Rail Station

### RECOMMENDATION:

I recommend that the City Council direct staff to prepare and submit a letter to the Project Manager for the East San Fernando Valley Transit Corridor (ESFVTC) Project regarding certain specifications San Fernando would like included in the Request for Proposal for Engineering and Design Services.

### ANALYSIS:

The recommended specifications may include, but are not limited to:

1. Multiple community outreach meetings regarding the design of the new station.
2. Publicly available restroom facilities.
3. Drought tolerant, low maintenance, colorful landscaping.
4. Culturally compatible murals throughout the rail corridor in the City.
5. High efficiency, low cost and low maintenance safety lighting throughout the rail corridor in the City.
6. Metro to provide ongoing maintenance of the station.

### BUDGET IMPACT:

There is minimal budget impact associated with preparing and submitting a letter to Metro.

### CONCLUSION:

Due to the impending release of the RFP for engineering and design services for the ESFVTC, I recommend staff finalize and submit the letter prior to September 1, 2018.





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## AGENDA REPORT

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**To:** Vice Mayor Lopez and Councilmembers

**From:** Mayor Sylvia Ballin

**Date:** August 20, 2018

**Subject:** Discussion of City Council Ad Hoc Committees

**RECOMMENDATION:**

I have placed this matter on the agenda for City Council discussion and consideration.

**ATTACHMENT:**

A. List of City Council Ad Hoc Committees



AD HOC COMMITTEES				
DATE CREATED		DATE CLOSED OUT /PROJECT ENDS	AD HOC	MEMBERS
1	4/2/2013		East San Fernando Valley Transit Corridor	Lopez Gonzales
2	5/1/2017		Transit Oriented Development Overlay Zone Ad Hoc Committee (11 members including two Councilmembers)	Lopez Soto
3	1/17/2017		Los Angeles Unified School District Committee Regarding Vista Del Valley Dual Language Academy <b>Motion:</b> Continue with the existing Ad Hoc committee (with the redefined scope), add the Interim City Manager (thereafter the permanent City Manager), and appoint Dee Akemon provided that there is no conflict of interest).	Ballin Fajardo City Manager Dee Akemon
4	2/6/2017		Commercial Cannabis Alternatives (Discussion re associated application processes to facilitate medical and/or non-medical commercial cannabis activities, selecting and securing a consultant to undertake certain activities, necessary follow-up items)	Lopez Ballin
5	5/1/2017		Accessory Dwelling Units	Fajardo Soto
6	8/21/2017		Organize a Veterans' Recognition Event Committee in the City	Soto Gonzales
7	10/2/2017		Disaster Relief Fund	Soto Ballin
8	10/16/2017		Code Enforcement	Fajardo Lopez
9	12/4/2017		Transaction Tax Extension (Measure "A")	Lopez Gonzales
10	2/5/2018		Policy Regarding Art Murals	Soto Fajardo
11	5/7/2018		Wild Horse Children's Foundation regarding the use of Pioneer Park	Lopez Gonzales
12	5/21/2018		Serving & Consumption of Alcoholic Beverages at City Recreational Facilities Subject to Regulations & Permit Conditions	Fajardo Gonzales



AD HOC COMMITTEES				
DATE CREATED		DATE CLOSED OUT /PROJECT ENDS	AD HOC	MEMBERS
13	5/21/2018		Ice Cream Truck Vendor Operations Regulations	Soto Fajardo
14	6/4/2018		L.A. City Fire Station in S.F.	Soto Lopez
15	6/4/2018		Ballot Argument in Favor of New Measure	Gonzales Fajardo
16	6/18/18		Parking Meters	Gonzales Fajardo