



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA

APRIL 2, 2019 – 6:00 PM

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Antonio Lopez
Councilmember Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by Director of Recreation and Community Services Julian J. Venegas

APPROVAL OF AGENDA

PRESENTATIONS

- a) RECOGNITION OF HOMELESS CONNECT DAY VOLUNTEERS AND VENDORS
Police Chief Anthony Vairo
- b) METRO'S ON THE MOVE RIDERS PROGRAM FOR OLDER ADULTS
Program Coordinator Lilly Ortiz
- c) SAN FERNANDO HIGH SCHOOL LADY TIGERS WRESTLING TEAM 2019 CIF GIRLS STATE CHAMPIONSHIP
City Manager Nick Kimball

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DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS – WRITTEN/ORAL

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

CITY COUNCIL - LIAISON UPDATES**CONSENT CALENDAR**

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

1) REQUEST TO APPROVE MINUTES OF:

- a. APRIL 2, 2018 – REGULAR MEETING**
- b. MARCH 18, 2019 – SPECIAL MEETING**
- c. MARCH 18, 2019 – REGULAR MEETING**

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 19-041 approving the Warrant Register.

3) CONSIDERATION TO ADOPT A RESOLUTION COMMEMORATING THE VICTIMS OF THE ARMENIAN GENOCIDE

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Recommend that the City Council adopt Resolution No. 7909 commemorating the victims of the Armenian Genocide.

4) CONSIDERATION TO AWARD A CONTRACT FOR PROFESSIONAL SERVICES FOR PUBLIC WATER SYSTEM LABORATORY QUALIFICATION SPECIFICATIONS

Recommend that the City Council:

- a. Award a Professional Services Contract (Contract No. 1910) to Eurofins Eaton Analytical, LLC, in an amount not-to-exceed \$55,000 per fiscal year, for public water system laboratory qualification specifications; and
- b. Authorize the City Manager to execute contract.

5) CONSIDERATION TO ACCEPT VEHICLE DONATIONS FROM PETRELLI ELECTRIC, INCORPORATED

Recommend that the City Council:

- a. Accept the donation of two (2) 2005 Ford F-350 Super Duty Extended Cab trucks (VIN Numbers 1FTWX31P25EC20625 and 1FTWX31P25ED35659) to the City's Public Works Facilities Maintenance Division from Petrelli Electric, Inc.; and
- b. Authorize the City Manager to direct staff to execute all related documents.

6) CONSIDERATION TO APPROVE A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH LIEBERT CASSIDY WHITMORE TO CONTINUE TO PROVIDE LABOR NEGOTIATOR SERVICES

Recommend that the City Council:

- a. Approve a Third Amendment (Contract No. 1873(c)) to the Professional Services Contract with Liebert Cassidy Whitmore to amend the total not-to-exceed amount to \$50,000 per fiscal year; and
- b. Authorize the City Manager to execute all related documents.

PUBLIC HEARING

7) CONSIDERATION TO ADOPT AN ORDINANCE APPROVING ZONE CHANGE 2018-002 AND TENTATIVE TRACT MAP 2018-002 LOCATED AT 1001 GLENOAKS BOULEVARD, SAN FERNANDO, CA 91340 (LOS ANGELES COUNTY ASSESSOR'S PARCEL NO. 2515-016-017)

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Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1686 “An Ordinance of the City Council of the City of San Fernando, California, approving a Zone Change 2018-002 and Tentative Tract Map 2018-002 for the development of a six-unit condominium project within the existing C-1 Limited Commercial Zone which is proposing to change to Multiple Family R-2 Residential Planned Development Zone located at 1001 Glenoaks Boulevard.”

ADMINISTRATIVE REPORTS**8) CONSIDERATION TO APPROVE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2018**

Recommend that the City Council:

- a. Consider and approve the General Plan Housing Element Annual Progress Report for the Calendar Year 2018; and
- b. Authorize staff to submit the 2018 Housing Element Annual Progress Report to the California Department of Housing and Community Development and the Governor’s Office of Planning and Research.

9) CONSIDERATION OF REGULATORY OPTIONS FOR RENT CONTROL, RENT STABILIZATION AND DISPUTE RESOLUTION

Recommend that the City Council:

- a. Receive and file the updated report; and
- b. Provide staff with direction regarding potential development of rent control, rent stabilization and dispute resolution regulations and programs.

10) CONSIDERATION TO REVIEW THE DIRECTOR OF PUBLIC WORKS JOB SPECIFICATION AND ADOPT A RESOLUTION APPROVING A REVISED JOB SPECIFICATION FOR THE DIRECTOR OF FINANCE

Recommend that the City Council:

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- a. Adopt Resolution No. 7910 approving a revised job specification for the Director of Finance;
- b. Review the existing job specification for the Director of Public Works; and
- c. Authorize the City Manager to make non-substantive edits and execute all related documents as necessary.

11) CONSIDERATION TO ADOPT A RESOLUTION DECLARING APRIL AS SEXUAL ASSAULT AWARENESS MONTH AND APRIL 24, 2019 AS DENIM DAY

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

12) DISCUSSION OF CITY COUNCIL PROCEDURAL MANUAL, POLICIES, AND PROCEDURES

This item is placed on the agenda by Mayor Joel Fajardo and Vice 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: March 28, 2019 (5:00 p.m.)

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

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

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

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

CALL TO ORDER/ROLL CALL

Vice Mayor Antonio Lopez called the meeting to order at 6:03 p.m.

Present:

Council: 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: Mayor Sylvia Ballin and Councilmember Jaime Soto

PLEDGE OF ALLEGIANCE

Led by Police Chief Anthony Vairo

APPROVAL OF AGENDA

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

PRESENTATIONS

The following presentation was made:

- a) DONATE LIFE CALIFORNIA MONTH – APRIL

DECORUM AND ORDER

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

SAN FERNANDO CITY COUNCIL**MINUTES – April 2, 2018****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Maria Miranda, Las Palmas (LP) Park Senior Club member, talked about their board meetings, “missing money”, and price increases regarding their mothers’ and fathers’ day events.

Martha Lucero. LP Park Senior Club member, said the Club is becoming more like a country club, and although the \$5 for events may not seem like a lot to some, but for others on a pension, it is. She thanked Councilmember Fajardo for donating \$1,500 for their Mothers’ Day dance.

Carmen Basore said that some of the members do not have food at home, come to the park to eat, and she talked about the lack of the quality of the food.

Marco Tulio Escobar said he used to be the treasurer for the LP Park Senior Club and (without evidence) was accused of stealing, and he talked about the issues with the membership.

Maritza Duarte, LP Park Senior Club member, talked about the price increases to attend their events and wants to know who is approving the changes and not seeking input from the seniors.

Fred Olivas said he, too, was accused of stealing and that City staff helped the Club’s board of directors kick him out. He asked what is the board doing with the money; they used to go on various trips for free but not anymore.

Benita Rivera said they started the Club with nothing and it brings her much sadness that things are becoming more expensive.

Cuauhtemoc Torres said they were having problems with money, etc., until the City stepped in and gave them rules to follow.

Michelle Guijarro is glad that signs are down on First Street offered to pay for five Club members/mothers to attend the dance.

City Clerk read an email from resident Humberto Quintana who provided comments regarding Item 6 and said that the purpose of his letter was not to oppose the zone text amendment in its entirety, but rather provided amendments that, he believes, would safeguard the community.

CITY COUNCIL - LIAISON UPDATES

Councilmember Fajardo gave an update regarding the San Fernando Valley Council of Governments.

Councilmember Gonzales provided updates regarding activities of the Independent Cities Association.

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

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

- 1) REQUEST TO APPROVE THE MINUTES OF MARCH 5, 2018 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NOS 18-032 AND 18-041 APPROVING THE WARRANT REGISTERS OF MARCH 19, 2018 AND APRIL 2, 2018, RESPECTIVELY
- 3) CONSIDERATION TO AWARD A CONTRACT 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
- 4) CONSIDERATION AND APPROVAL OF A SECOND AMENDMENT TO THE CITY CLERK EMPLOYMENT AGREEMENT TO BRING BENEFITS PACKAGE IN LINE WITH CITY DEPARTMENT HEADS
- 5) CONSIDERATION TO AWARD A PROFESSIONAL SERVICE AGREEMENT TO TERRA FORM, INC. FOR THE LAYNE PARK IMPROVEMENT PROJECT

By consensus, the motion carried.

PUBLIC HEARING

- 6) CONSIDERATION TO ADOPT A ZONE TEXT AMENDMENT AMENDING SECTION 106-6 (DEFINITIONS) OF ARTICLE I (IN GENERAL) OF CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE TO PROVIDE ADDED CLARIFICATION REGARDING THE METHODOLOGY FOR CALCULATING LOT AREA WITHIN R-1 RESIDENTIAL ZONES

Vice Mayor Lopez declared the Public Hearing open.

Director of Community Development Timothy T. Hou presented the staff report and replied to various questions from Councilmembers.

Vice Mayor Lopez called for public testimony; there were no public comments.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to close the Public Hearing. By consensus, the motion carried.

A brief discussion ensued amongst Councilmembers.

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Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to continue the public hearing to allow for additional vetting on the item as proposed in the public comments. By consensus, the motion carried.

ADMINISTRATIVE REPORTS

7) REVIEW OF PRIOR YEARS' CITY-WIDE STRATEGIC GOALS AND CITY COUNCIL PRIORITIES AND WORK PROGRAM DISCUSSION FOR FISCAL YEAR 2018-2019

Deputy City Manager/Finance Director Nick Kimball presented the staff report and replied to various questions from Councilmembers.

Discussion ensued amongst Councilmembers and each provided input.

By consensus, Councilmembers agreed to finalize the list (perhaps by the next meeting); each to forward to staff their list of items that had been previously discussed and approved but not included; and staff to incorporate all onto one list.

8) CONSIDERATION TO ADOPT A RESOLUTION COMMEMORATING THE VICTIMS OF THE ARMENIAN GENOCIDE

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adopt Resolution No. 7843 commemorating the victims of the Armenian Genocide, to continue to add this item annually as a Consent Calendar item. By consensus, the motion carried.

DEPARTMENT HEADS - COMMISSION UPDATES

City Clerk Chávez reminded all about tomorrow's Special Primary Assembly District 39 election and provided information regarding the polling places and City Hall check-in center.

Director of Community Development Tim Hou gave updates regarding the Planning and Preservation Commission activities.

GENERAL COUNCIL COMMENTS

Councilmember Fajardo thanked all who participated in the successful Open Streets Event. He suggested ideas to make people aware (including our seniors) of upcoming budget meetings so they could advocate for their interests.

Councilmember Gonzales also thanked everyone who assisted with the Open Streets Event, said it was an amazing event with 7,000-10,000 attendees, and hopes the City can do this again next year.

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Vice Mayor Lopez said he enjoyed the event as well, had not seen anything like this happen in the City, and he thanked all who participated put it together.

STAFF COMMUNICATION

Police Chief Vairo gave an update regarding the Baker to Vegas event and provided an update regarding recruitments.

Director of Recreation and Community Services Julian Venegas reported that staff will be meeting with the Santa Rosa League Board and the parents.

Deputy City Manager/Finance Director Kimball provided information regarding the upcoming budget study sessions/meetings and reported that Payroll Technician Monica Miramontes would be retiring and announced that part-time employee Adriana Alaniz would be her replacement.

Director of Public Works/City Engineer Yazdan T. Emrani gave an update regarding the American Society of Civil Engineers and the Board of Governors symposium he attended. He also reported that TreePeople would be holding a tree planting event on Saturday.

ADJOURNMENT (7:45 P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting in memory of Pomona Police Officer Gregg Casillas and Stephen Hawking. By consensus the motion carried.

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

Elena G. Chávez, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 18, 2019 – 5:30 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 5:30 p.m.

Present:

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

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

Absent: Councilmembers Antonio Lopez and Hector A. Pacheco (both notified staff that they would not make the meeting)

APPROVAL OF AGENDA

Motion by Vice Mayor Ballin, and Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:31 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 Nick Kimball

City Attorney Rick Olivarez

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SPECIAL MEETING MINUTES – March 18, 2019**

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Assistant City Attorney Richard Padilla
Employees and Employee Bargaining Units that are the Subject of Negotiation:
San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property:	City owned parcels at Assessor Parcel Numbers 2521-034-901 & 2522-004-904
Agency Negotiator:	City of San Fernando City Manager Nick Kimball Director of Community Development Timothy Hou City Attorney Rick Olivarez Assistant City Attorney Richard Padilla
Negotiating Parties:	Thomas Folan, Senior Project Developer Tesla, Inc.
Under Negotiation:	Price and Terms of Payment as it Relates to Leasing of Real Property

RECONVENE/REPORT OUT FROM CLOSED SESSION (5:58 P.M.)

Assistant City Attorney Padilla reported the following:

Items A & B – Updates provided by staff, feedback was given, but no final action was taken.

ADJOURNMENT (5:58 P.M.)

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, 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 March 18, 2019, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 18, 2019 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:09 p.m.

Present:

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

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

Absent: Councilmembers Antonio Lopez and Hector A. Pacheco (both previously notified staff that they would not make the meeting)

PLEDGE OF ALLEGIANCE

Led by Students of the Month Erica Ponce and Krystal Pacheco

APPROVAL OF AGENDA

Mayor Fajardo reported that Item No. 6 would be moved to after Presentations.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to approve the agenda as amended. By consensus, the motion carried.

PRESENTATIONS

The following presentations were made:

- a) CERTIFICATES OF RECOGNITION – STUDENTS OF THE MONTH
 - Erica Ponce – Santa Rosa De Lima
 - Krystal Pacheco – CCLA Technology Preparatory Academy

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- b) AIR QUALITY UPDATE - SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)
- c) SPECIAL OLYMPICS LAW ENFORCEMENT TORCH RUN

Removed under Approval of Agenda

- d) CERTIFICATES OF RECOGNITION
 - Police Officer Fernando Miranda
 - San Fernando Police Department Explorer POST

ADMINISTRATIVE REPORTS

Mayor Fajardo asked if there were audience members who wished to speak on the following item that was moved up on the agenda; there were no public comments.

- 6) CONSIDERATION TO APPROVE A PARTNERSHIP WITH THE FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS' EDUCATION AND CULTURAL LEARNING DEPARTMENT RELATED TO THE YOUTH REINVESTMENT GRANT THROUGH THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS

City Manager Kimball presented the agenda item and introduced Hector Perez-Pacheco, Fernandeno Tataviam Band of Mission Indians Education and Cultural Learning Department, who provided additional information.

Both replied to various questions from Councilmembers.

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

- a. Approve a partnership with the Fernandeno Tataviam Band of Mission Indians' Education and Cultural Learning Department (dba Pukúu Cultural Community Services) to provide youth diversion services;
- b. Serve as Applicant and Lead Public Agency for the Youth Reinvestment Grant through the California Board of State and Community Corrections;
- c. Authorize waiver of facility use fees and staff time as in-kind contributions to meet the required match;
- d. Authorize use of the City seal, logo and social media on digital and print material related to the program, pursuant to City Council Resolution No. 6904; and
- e. Authorize the City Manager to sign the grant application and execute all related documents.

SAN FERNANDO CITY COUNCIL**MINUTES – March 18, 2019****Page 3**

By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Christina Provencio said she is upset that schools are failing our students and that the charter schools are in violation of various issues.

(Female speaker – did not state name) talked about the parking issues at the schools, parents are being cited and it is a real problem for the community.

Arturo Garcia, field representative for Assemblymember Luz Rivas, provided district information and updates on their activities.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave an update regarding the Independent Cities Association and the Ad Hoc pertaining to the U.S. Census.

Vice Mayor Ballin announced that the Independent Cities Finance Authority would be holding their April meeting at San Fernando City Hall.

CONSENT CALENDAR

Motion by Vice Chair Ballin, seconded by Councilmember Gonzales, to approve the following Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. JANUARY 7, 2019 – REGULAR MEETING
 - b. JANUARY 22, 2019 – REGULAR MEETING
 - c. MARCH 4, 2019 – SPECIAL MEETING
 - d. MARCH 4, 2019 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH SPECIAL OLYMPICS SOUTHERN CALIFORNIA FOR USE OF PARK FACILITIES
- 4) CONSIDERATION TO AWARD A CONTRACT FOR GLENOAKS BOULEVARD AND HARDING AVENUE SEWER AND WATER IMPROVEMENTS PROJECT, JOB NO. 7608, PLAN NO. P-730

SAN FERNANDO CITY COUNCIL**MINUTES – March 18, 2019****Page 4**

By consensus, the motion carried.

PUBLIC HEARING

5) CONSIDERATION TO APPROVE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR (FY) 2019-2020

Mayor Fajardo declared the Public Hearing open.

Director of Public Works/City Engineer Yazdan Emrani presented the staff report and replied to questions from Councilmembers.

Mayor Fajardo called for public testimony.

(Female speaker – did not state name) asked that Council consider the needs of handicapped people because they use the streets and some areas have not had sidewalks in years.

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to close the Public Hearing. By consensus, the motion carried.

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

- b. Adopt Resolution No. 7906 approving the allocation of CDBG Funds for a Public Improvement Project in FY 2019-2020; and
- c. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission for approval.

The motion carried with the following vote:

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

ADMINISTRATIVE REPORTS (CONTINUED)

7) CRIME STATISTICS UPDATE

Police Chief Anthony Vairo presented the staff report (there were no comments from Councilmembers).

No action was taken.

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- 8) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY COUNCIL PROCEDURAL MANUAL BY THE ADDITION OF A NEW CHAPTER 16 ENTITLED “STATEMENTS OF ECONOMIC INTEREST”

Assistant City Attorney Padilla presented the staff report (there were no comments from Councilmembers).

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to adopt Resolution No. 7907 amending the City Council Procedural Manual by the addition of a New Chapter 16 entitled “Statements of Economic Interest”. By consensus, the motion carried.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Police Chief Anthony Vairo gave an update regarding the Baker to Vegas Run.

Director of Recreation and Community Services Julian Venegas said that the last park improvements meeting will be held at Recreation Park on March 27.

Director of Community Development Hou said he was pleased to announced second planning intern, a student from Cal State University, Northridge, and reported that former Public Works employee Brandon Lopez would be taking over graffiti abatement.

GENERAL COUNCIL COMMENTS

Councilmembers Gonzales commented that staff “keep up the good work”.

Vice Mayor Ballin said it’s important the Councilmembers do their jobs, show up, and at a minimum, there should be a quorum. She was saddened by the New Zealand shooting and said it was important to not to put down other cultures but instead embrace diversity.

Mayor Fajardo said that Vice Mayor Ballin touched on both his points.

ADJOURNMENT (7:36 P.M.)

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting in memory of the victims of the New Zealand shooting. By consensus the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 18, 2019, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: April 2, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-041 (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 City Manager 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 City Manager 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. 19-041

ATTACHMENT "A"**RESOLUTION NO. 19-041****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 19-041****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 2nd day of April, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 2nd day of April, 2019, by the following vote to it:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist

03/27/2019 9:43:53AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213893	4/2/2019	100020 A.G.O.P. SURPLUS STORES	4643		PARKA & PANTS 070-383-0000-4310	109.95
					Total :	109.95
213894	4/2/2019	100050 ACE INDUSTRIAL SUPPLY	1777417		SMALL TOOLS 041-320-0000-4340	206.52
					Total :	206.52
213895	4/2/2019	100066 ADS ENVIRONMENTAL SERVICES, INC	22291.22-0119	11718	JAN-WASTEWATER FLOW MONITC 072-360-0000-4260	935.00
			22291.22-0219	11718	FEB-WASTEWATER FLOW MONITC 072-360-0000-4260	935.00
			22291.22-1218	11718	DEC-WASTEWATER FLOW MONITC 072-360-0000-4260	935.00
					Total :	2,805.00
213896	4/2/2019	888356 ADVANCED AUTO REPAIR	1329	11838	VEHICLE MAINT., REPAIRS AND BC 041-320-0370-4400	359.63
			1330	11838	VEHICLE MAINT., REPAIRS AND BC 041-320-0390-4400	154.25
			1331	11838	VEHICLE MAINT., REPAIRS AND BC 041-320-0390-4400	70.95
					Total :	584.83
213897	4/2/2019	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0419		DRINKING WATER 001-222-0000-4300	101.82
					Total :	101.82
213898	4/2/2019	890006 AGUIRRE, PETER	TRAVEL		POST SBSLI CLASS 418 IN ORANG 001-225-0000-4370	165.00
					Total :	165.00
213899	4/2/2019	887462 AIRGAS USA, LLC	9086177740		SAFETY GLOVES 043-390-0000-4300	76.73
					Total :	76.73

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213900	4/2/2019	100165 AMERICAN WATER WORKS, INC.	27272		VEHICLE MAINTS-PW8086 041-320-0152-4400	43.69
			27346		PART FOR WATER PRESSURE 001-152-0000-4300	204.77
			27371		VEHICLE MAINT-PW8086 041-320-0311-4400	250.00
					Total :	498.46
213901	4/2/2019	890411 ARC DOCUMENT SOLUTIONS, LLC	10003678	11941	SCANNING OF PUBLIC WORK PLAI 043-390-0000-4330	685.50
				11941	072-360-0000-4290	685.50
				11941	001-310-0000-4270	685.50
				11941	070-381-0000-4320	685.49
					Total :	2,741.99
213902	4/2/2019	100222 ARROYO BUILDING MATERIALS, INC	224004	11936	MISC. HARDWARE PURCHASES 043-390-0000-4300	196.24
					Total :	196.24
213903	4/2/2019	102530 AT & T	818-270-2203		PD NETWORK LINE-MAR 2019 001-222-0000-4220	216.50
					Total :	216.50
213904	4/2/2019	889037 AT&T MOBILITY	287277903027		MODEM FOR ELECTRONIC MESSA 001-310-0000-4220	138.69
					Total :	138.69
213905	4/2/2019	889942 ATHENS SERVICES	5410902	11839	STREET SWEEPING SERVICES-AU 011-311-0000-4260	14,549.30
			6370892	11839	STREET SWEEPING SERVICES-MA 011-311-0000-4260	12,998.12
				11839	001-343-0000-4260	1,551.18
					Total :	29,098.60
213906	4/2/2019	891209 AUTONATION SSC	292089		WIPER BLADES FOR INVENTORY 041-1215	240.90
					Total :	240.90

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213907	4/2/2019	892426 BEARCOM	4793748	11807	COMPUTER MAINTENANCE CONTF 001-135-0000-4260	7,388.55 Total : 7,388.55
213908	4/2/2019	892013 BERNSTEIN, DIANA	MARCH 2019		INSTRUCTOR-ALL ABILITIES ART C 017-420-1343-4260	260.00 Total : 260.00
213909	4/2/2019	892847 B-LINE INVESTIGATIONS, INC	1036	11945	POLICE OFFICER BACKGROUND IN 001-222-0000-4270	1,300.00 Total : 1,300.00
213910	4/2/2019	890838 BLUE TARP CREDIT SERVICES	42018959 42133839		PALLET JACKET WHEELS-WA9503 070-382-0000-4400 LOW PROFILE SIDE BOXES-PK823 041-320-0390-4400	46.99 489.98 Total : 536.97
213911	4/2/2019	100409 BOTACH TACTICAL	6381176		FIREARM MAGAZINES 001-222-0000-4300	2,200.00 Total : 2,200.00
213912	4/2/2019	888800 BUSINESS CARD	030119 030119 030119 030519 030519 030519 030619		IPAD CABLE 001-101-0102-4220 BUSINESS CARDS 001-115-0000-4450 001-105-0000-4300 POSTS BOOSTS FEES 001-105-0000-4270 LODGING-CPRS CONFERENCE IN 001-420-0000-4370 CC & STAFF DINNER-CC MTG 03/04 001-101-0000-4300 RGSTR-CPRS CONFERENCE IN SA 001-420-0000-4360 OFFICE SUPPLIES 001-105-0000-4300	16.50 36.61 43.61 208.85 366.66 76.00 540.00 19.78

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213912	4/2/2019	888800 BUSINESS CARD	(Continued) 030619 030619 030719 030819 031119 031219 031319 031319 031419 031419		CC & STAFF DINNER-CC MTG 03/04 001-101-0000-4300 AIRFARE-CPRS CONFERENCE IN S 001-420-0000-4360 AIRFARE-2019 ANNUAL GSMD CON 001-105-0000-4370 LODGING-2019 ANNUAL GSMD CO 001-105-0000-4370 WORKBENCH EQUIPMENT 070-384-0000-4310 OFFICE SUPPLIES 001-105-0000-4300 IT SUPPLIES 001-135-0000-4300 LODGING-2019 SXSW CONF. 03/08 001-101-0102-4370 OFFICE SUPPLIES 001-105-0000-4300 SOCCER PROGRAM SUPPLIES 001-423-0000-4300 LUNCHEON REGISTRATION 070-381-0000-4370 001-130-0000-4370	38.77 228.60 310.60 626.39 61.30 32.98 79.50 897.00 10.43 105.60 40.00 20.00 Total : 3,759.18
213913	4/2/2019	888800 BUSINESS CARD	031519 031519-2		LODGING- CAL NENA 911 MISSION 010-220-3449-4370 LODGING-CAL NENA 911 MISSION 010-220-3449-4370	831.30 588.66 Total : 1,419.96
213914	4/2/2019	890368 C & M TOPSOIL, INC	75806		SOIL FOR BASEBALL FIELDS 043-390-0000-4300	1,040.25 Total : 1,040.25
213915	4/2/2019	100466 CACEO	TRAVEL		RGSTR-CODE ENFORCEMENT TRF	

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213915	4/2/2019	100466 CACEO	(Continued)		001-152-0000-4370	430.00
					Total :	430.00
213916	4/2/2019	892464 CANON FINANCIAL SERVICES, INC	19883277	11827	CANON COPIERS LEASE PAYMENT 001-135-0000-4260	649.93
					Total :	649.93
213917	4/2/2019	103619 CARL WARREN & CO.	1870187		LEGAL SERVICES 006-190-0000-4800	375.00
			1870188		LEGAL SERVICES 006-190-0000-4800	375.00
			1870189		LEGAL SERVICES 006-190-0000-4800	1,875.00
					Total :	2,625.00
213918	4/2/2019	890117 CASMANN UPHOLSTERY SERVICES	17612		SEAT REPAIR-PW3989 041-320-0311-4400	375.00
					Total :	375.00
213919	4/2/2019	890893 CITY OF SAN FERNANDO	FY18-19		ICFA CONTRIB-EDUCATION COMMI 053-2955	3,000.00
					Total :	3,000.00
213920	4/2/2019	100747 COASTLINE EQUIPMENT	569535		REPL BLADE HARDWARE & PADS-I 041-320-0311-4400	472.98
					Total :	472.98
213921	4/2/2019	100805 COOPER HARDWARE INC.	115129	11872	MISCELLANEOUS SUPPLIES 070-384-0301-4300	153.98
			115270	11872	MISCELLANEOUS SUPPLIES 070-383-0301-4300	65.54
			115326	11872	MISCELLANEOUS SUPPLIES 001-346-0000-4310	76.20
					Total :	295.72
213922	4/2/2019	892687 CORE & MAIN LP	K175927	11842	WATER & FIRE SERVICE MATERIAL 070-383-0301-4300	3,165.20

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213922	4/2/2019	892687 CORE & MAIN LP	(Continued)		Total :	3,165.20
213923	4/2/2019	103868 DAVID EVANS & ASSOCIATES, INC	438417	11727	DESIGN SERVICES FOR SRTS CYC 012-311-0552-4600	4,145.00
			438902	11728	DESIGN SERVICES FOR SRTS CYC 012-311-0553-4600	5,027.50
					Total :	9,172.50
213924	4/2/2019	892472 DE NORA WATER TECHNOLOGIES	1133582		FIELD SERVICE CALL-CHLORINE U 070-384-0000-4260	1,226.00
					Total :	1,226.00
213925	4/2/2019	893133 DELGADO, MIGUELA	031219		DEP-SENIOR CLUB NEW YEARS D 004-2380	200.00
					Total :	200.00
213926	4/2/2019	891425 DIAZ, MARISOL	REIMB.		SUPPLIES FOR SENIOR PROG 004-2346	135.66
					Total :	135.66
213927	4/2/2019	892872 DOUMANIAN & ASSOCIATES	28755		LEGAL SERVICES 001-112-0000-4270	3,125.00
					Total :	3,125.00
213928	4/2/2019	889121 EDGESOFT, INC.	3066	11795	UPGRADE EXISTING ENTERPRISE 001-135-0000-4500	20,000.00
					Total :	20,000.00
213929	4/2/2019	890879 EUROFINs EATON ANALYTICAL, INC	L0416666	11899	PROFESSIONAL SERVICES - LAB C 070-384-0000-4260	159.60
			L0418826	11899	PROFESSIONAL SERVICES - LAB C 070-384-0000-4260	159.60
			L0439092	11899	PROFESSIONAL SERVICES - LAB C 070-384-0000-4260	159.60
			L0439356	11899	PROFESSIONAL SERVICES - LAB C 070-384-0000-4260	373.00
			L0439365	11899	PROFESSIONAL SERVICES - LAB C 070-384-0000-4260	174.00

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213929	4/2/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued) L0439524	11899	PROFESSIONAL SERVICES - LAB C 070-384-0000-4260	159.60
			L0439628	11899	PROFESSIONAL SERVICES - LAB C 070-384-0000-4260	164.00
			L0439847	11899	PROFESSIONAL SERVICES - LAB C 070-384-0000-4260	159.60
			L0440350	11899	PROFESSIONAL SERVICES - LAB C 070-384-0000-4260	159.60
					Total :	1,668.60
213930	4/2/2019	103851 EVERSOFIT, INC.	R1915188		WATER SOFTENER RENTAL 070-384-0000-4260	80.88
			R1915189		WATER SOFTNER RENTAL 070-384-0000-4260	157.40
					Total :	238.28
213931	4/2/2019	891622 FARMER BROTHERS	68814822		BREAK ROOM SUPPLIES 001-222-0000-4300	165.38
					Total :	165.38
213932	4/2/2019	101147 FEDEX	6-490-30353		COURIER SERVICE 001-190-0000-4280	97.70
					Total :	97.70
213933	4/2/2019	893130 FRANCO, ANDREA	REIMB.		RGSTR-CPR CERT TRAINING ON D 001-420-0000-4360	95.00
					Total :	95.00
213934	4/2/2019	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS 001-222-0000-4220	568.25
			209-150-5250-081292		RADIO REPEATER-POLICE 001-222-0000-4220	45.82
			209-151-4941-102990		POLICE PAGING 001-222-0000-4220	50.73
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	54.85

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213934	4/2/2019	892198 FRONTIER COMMUNICATIONS	(Continued) 209-151-4943-081292		RADIO REPEATER (POLICE) 001-222-0000-4220	45.82
			818-361-0901-051499		SEWER FLOW MONITORING 072-360-0000-4220	62.71
			818-361-2385-012309		MTA PHONE LINE 007-440-0441-4220	108.71
					001-190-0000-4220	54.36
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	502.75
			818-361-3958-091407		CNG STATION 074-320-0000-4220	51.00
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	55.23
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHON 001-222-0000-4220	53.97
			818-837-7174-052096		POLICE SPECIAL ACTIVITIES PHON 001-222-0000-4220	34.97
			818-838-1841-112596		ENGINEERING FAX MODEM 001-310-0000-4220	35.78
			818-898-7385-033105		LP FAX LINE 001-420-0000-4220	30.19
					Total :	1,755.14
213935	4/2/2019	892660 G2 CONSTRUCTION, INC.	190305	11832	CITYWIDE CATCH BASIN MAINTEN 001-311-0000-4260	13,420.00
					Total :	13,420.00
213936	4/2/2019	889352 GOMEZ, ADRIANA	MARCH 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
213937	4/2/2019	101373 GOVERNMENT FINANCE	MEMBER 300237468		MEMBERSHIP RENEWAL 05/01/19- 001-130-0000-4380	225.00
					Total :	225.00
213938	4/2/2019	101376 GRAINGER, INC.	9093777960		MISC. SUPPLIES FOR BUILDING, E	

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213938	4/2/2019	101376 GRAINGER, INC.	(Continued)			
			9104969465	11853	001-370-0000-4310 MISC. SUPPLIES FOR BUILDING, E	281.91
			9106303614	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, E	622.44
			9108164410	11853	001-370-0000-4310 MISC. SUPPLIES FOR BUILDING, E	274.91
			9108914236	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, E	226.95
			9110016970	11853	001-370-0000-4310 MISC. SUPPLIES FOR BUILDING, E	113.92
			9111578119	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, E	211.91
			9111667573	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, E	156.63
			9114172027	11853	001-370-0000-4310 MISC. SUPPLIES FOR BUILDING, E	64.02
				11853	043-390-0000-4300 Total :	153.08 2,105.77
213939	4/2/2019	101428 H & H WHOLESALE PARTS	1CR0042882		FULL SERVICE FOR VEHICLE BATT	
			BST3IN6620	11859	041-1215 FULL SERVICE FOR VEHICLE BATT	-30.80
				11859	041-1215 Total :	206.55 175.75
213940	4/2/2019	101436 HACH COMPANY	11351293		SUPPLIES FOR WATER SAMPLING	
					070-384-0000-4310 Total :	643.84 643.84
213941	4/2/2019	101672 HANCHETT, NICHOLE	REIMB.		PER DIEM-VARIOUS TRAININGS	
					001-225-0000-4360 Total :	44.89 44.89
213942	4/2/2019	888647 HDL SOFTWARE, LLC	0013825-IN	11822	JAN-BUSINESS LICENSE ADMINIST	
					001-130-0000-4260	3,174.31

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213942	4/2/2019	888647 888647 HDL SOFTWARE, LLC	(Continued)			Total : 3,174.31
213943	4/2/2019	890594 HEALTH AND HUMAN RESOURCE	E0201227		EAP-APRIL 2019	
					001-133-0000-4260 Total :	243.10 243.10
213944	4/2/2019	890360 HERRERA, NINAMARIE JULIA	MARCH 2019		COMMISSIONER'S STIPEND	
					001-420-0000-4111 Total :	75.00 75.00
213945	4/2/2019	892864 HOU, TIMOTHY	TRAVEL		WELLNESS BENEFIT REIMB. FY18-	
					001-150-0000-4140 Total :	600.00 600.00
213946	4/2/2019	101599 IMAGE 2000 CORPORATION	270944		VARIOUS COPIER MAINT CONTRA	
					001-135-0000-4260 072-360-0000-4450 001-135-0000-4260 Total :	659.65 12.54 111.15 783.34
213947	4/2/2019	101605 INDEPENDENT CITIES ASSOCIATION	2019-03		FY19/20 MEMBERSHIP DUES	
					001-190-0000-4380 Total :	1,112.13 1,112.13
213948	4/2/2019	891570 INNOVATIVE TELECOM. SYSTEMS	2493		TELEPHONE EQUIPMENT MAINT-A	
					001-190-0000-4260 Total :	395.00 395.00
213949	4/2/2019	891081 INTERSTATE ALL BATTERY CENTER	1909399002701		BATTERIES FOR PARKING METER	
					029-335-0000-4320 Total :	573.07 573.07
213950	4/2/2019	892682 IPS GROUP, INC.	40637	11862	SMART METER MGMT & TRANSAC	
					001-190-0000-4300 Total :	745.97 745.97
213951	4/2/2019	891777 IRRIGATION EXPRESS	15139750-00	11879	IRRIGATION SUPPLIES FOR REPAI	
					070-383-0301-4300	49.90

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213951	4/2/2019	891777 IRRIGATION EXPRESS	(Continued) 15139955-00		IRRIGATION SUPPLIES FOR REPAIR 043-390-0000-4300	12.49
			15139975-00	11879	IRRIGATION SUPPLIES FOR REPAIR 070-383-0301-4300	75.51
			15140719-00	11879	IRRIGATION SUPPLIES FOR REPAIR 070-383-0301-4300	93.19
			15141917-00	11879	IRRIGATION SUPPLIES FOR REPAIR 043-390-0000-4300	107.66
					Total :	338.75
213952	4/2/2019	892833 KIM TURNER, LLC	1281		POST/STC CERT COURSE-SOVIET 001-225-3688-4360	500.00
					Total :	500.00
213953	4/2/2019	101795 KOSMONT & ASSOCIATES	18-0099 006	11893	FEB- REAL ESTATE ADVISORY SER 001-150-0000-4270	50.70
					Total :	50.70
213954	4/2/2019	892996 KS STATEBANK	9	11854	SMART METERS LOAN REPAYMENT 001-190-0000-4405	199.72
				11854	001-190-0000-4428	1,400.53
					Total :	1,600.25
213955	4/2/2019	101990 L.A. COUNTY METROPOLITAN	103484		MTA TAP CARDS-FEB 2019 007-440-0441-4260	912.00
					Total :	912.00
213956	4/2/2019	102007 L.A. COUNTY SHERIFFS DEPT.	192968BL 358790		INMATE MEAL SERVICE-FEB 2019 001-225-0000-4350	782.82
					DOJ LIVE SCAN FINGERPRINTING- 004-2386	4,395.00
					Total :	5,177.82
213957	4/2/2019	101971 L.A. MUNICIPAL SERVICES	004-750-1000 494-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210	376.93
					WATER-12900 DRONFIELD	

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213957	4/2/2019	101971 L.A. MUNICIPAL SERVICES	(Continued) 500-750-1000		070-384-0000-4210 ELECTRIC-13655 FOOTHILL	10.52
			594-750-1000		070-384-0000-4210 ELECTRIC-12900 DRONFIELD	183.98
			657-750-1000		070-384-0000-4210 ELECTRIC-14060 SAYRE	4,603.65
			757-750-1000		070-384-0000-4210 WATER-14060 SAYRE	9,278.66
					070-384-0000-4210	47.37
					Total :	14,501.11
213958	4/2/2019	101848 LANGUAGE LINE SERVICES	4503350		TRANSLATION SERVICES 001-222-0000-4260	18.80
					Total :	18.80
213959	4/2/2019	101852 LARRY & JOE'S PLUMBING	2088009-0001-02		SUPPLIES FOR REPAIRS 043-390-0000-4300	63.05
					Total :	63.05
213960	4/2/2019	892659 LECHOWICZ & TSENG MUNICIPAL	3	11648	WATER AND SEWER UTILITY RATE 072-360-0000-4260	4,680.00
				11648	070-381-0000-4260	4,680.00
					Total :	9,360.00
213961	4/2/2019	101974 LOS ANGELES COUNTY	FEB 2019	11816	ANIMAL CARE & CONTROL SERVICE 001-190-0000-4260	5,839.73
					Total :	5,839.73
213962	4/2/2019	102003 LOS ANGELES COUNTY	RE-PW-19031104126	11833	FY 18-19 INDUSTRIAL WASTE CHARGE 072-360-0000-4450	2,984.81
					Total :	2,984.81
213963	4/2/2019	892477 LOWES	1670		MATERIALS FOR ROOF REPAIRS-REC F 043-390-0000-4300	139.22
					Total :	139.22
213964	4/2/2019	890992 M & M PAPER COMPANY	INR901		(40) CASES OF COPY PAPER	

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213964	4/2/2019	890992 M & M PAPER COMPANY	(Continued)		001-190-0000-4300	1,403.60
					Total :	1,403.60
213965	4/2/2019	888468 MAJOR METROPOLITAN SECURITY	1092085		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	25.00
			1092086		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	15.00
			1092087		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	15.00
			1092088		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	15.00
			1092089		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	15.00
			1092090		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	15.00
			1092091		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	15.00
			1092092		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	15.00
			1092093		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	15.00
			1092094		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	15.00
			1092095		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	15.00
			1092096		ALARM MONITORING AT ALL CITY F	
				11844	070-384-0000-4260	23.00
			1092097		ALARM MONITORING AT ALL CITY F	
				11844	070-384-0000-4260	23.00
			1092098		ALARM MONITORING AT ALL CITY F	
				11844	070-384-0000-4260	23.00
			1092099		ALARM MONITORING AT ALL CITY F	
				11844	070-384-0000-4260	23.00
			2494		ALARM MONITORING AT ALL CITY F	
				11844	043-390-0000-4260	250.00

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213965	4/2/2019	888468 MAJOR METROPOLITAN SECURITY	(Continued)		Total :	517.00
213966	4/2/2019	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	33.36
					Total :	33.36
213967	4/2/2019	893131 MIKE AND NICK'S	1054		TIRES	
					041-1215	362.45
					Total :	362.45
213968	4/2/2019	102222 MISSION CITY GLASS & SCREEN	13016		GLASS REPAIR-PD CELL VANDALIS	
					043-390-0000-4300	275.00
					Total :	275.00
213969	4/2/2019	102226 MISSION LINEN SUPPLY	509418230		LAUNDRY	
					001-225-0000-4350	105.34
			509437234		LAUNDRY	
					001-225-0000-4350	97.11
			509457199		LAUNDRY	
					001-225-0000-4350	109.81
			509485631		LAUNDRY	
					001-225-0000-4350	102.01
					Total :	414.27
213970	4/2/2019	893136 MURO, ALFREDO	2000215.003		SENIOR TRIP REFUND	
					004-2383	30.00
					Total :	30.00
213971	4/2/2019	893135 MURO, CYNTHIA	2000214.003		SENIOR TRIP REFUND	
					004-2383	30.00
					Total :	30.00
213972	4/2/2019	102325 NAPA AUTO PARTS	5478-987521		VEHICLE MAINT-PK4569	
					041-320-0390-4400	62.13
			5478-987592		CREDIT	
					041-320-0390-4400	-36.84
			5478-987811		VEHICLE MAINT-PK4569	
					041-320-0390-4400	55.90

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213972	4/2/2019	102325 102325 NAPA AUTO PARTS	(Continued)		Total :	81.19
213973	4/2/2019	102423 OCCU-MED, INC.	0319901		PRE-EMPLOYMENT PHYSICALS 001-133-0000-4260	1,556.00
					Total :	1,556.00
213974	4/2/2019	102432 OFFICE DEPOT	2277896228		OFFICE SUPPLIES 001-422-0000-4300	25.16
			2279639291		OFFICE SUPPLIES 001-420-0000-4300	68.99
			2279643523		OFFICE SUPPLIES 001-420-0000-4300	49.28
			2281488749		COPIES OF PLANS 010-311-6673-4600	52.12
			2283727663		COPIES OF PLANS 012-311-0552-4600	151.15
			2283751931		COPIES OF PLANS 012-311-0552-4600	-65.15
			2284041094		OFFICE SUPPLIES 001-422-0000-4300	16.83
			280051646001		OFFICE SUPPLIES 001-222-0000-4300	105.85
			280129325001		HP TONERS 070-381-0000-4300	335.48
					070-384-0000-4300	330.00
			280147814001		BREAK ROOM SUPPLIES 070-381-0000-4300	94.66
			280858208001		HP CARTRIDGE & OFFICE SUPPLIE 001-152-0000-4300	263.31
					001-140-0000-4300	29.76
			280984207001		OFFICE SUPPLIES 001-310-0000-4300	27.48
			280984494001		OFFICE SUPPLIES 001-310-0000-4300	29.10
			281251471001		OFFICE SUPPLIES 001-130-0000-4300	119.41
			283593797001		OFFICE SUPPLIES	

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213974	4/2/2019	102432 OFFICE DEPOT	(Continued)		001-310-0000-4300	60.94
			284425176001		OFFICE SUPPLIES 001-150-0000-4300	90.84
			286147265001		OFFICE SUPPLIES 001-130-0000-4300	138.14
			286600706001		OFFICE SUPPLIES 001-105-0000-4300	7.80
			286601079001		OFFICE SUPPLIES 001-105-0000-4300	39.24
			286601080001		OFFICE SUPPLIES 001-105-0000-4300	8.79
			286864450001		PRINTER TONER 001-222-0000-4300	270.18
			287369269001		OFFICE SUPPLIES 001-222-0000-4300	115.91
					Total :	2,365.27
213975	4/2/2019	892572 OLIVAREZ MADRUGA	6491		LEGAL SERVICES 001-110-0000-4270	33,754.07
					072-110-0000-4270	40.00
					070-110-0000-4270	300.00
					Total :	34,094.07
213976	4/2/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-323569	11847	VEHICLE SERVICE MAINT. & REPAI 041-320-0225-4400	61.63
			4605-323799	11847	VEHICLE SERVICE MAINT. & REPAI 041-320-0390-4400	82.48
			4605-324474	11847	VEHICLE SERVICE MAINT. & REPAI 041-320-0390-4400	-27.49
					Total :	116.62
213977	4/2/2019	100221 ORTEGA, SYLVIA	REIMB.		LUNCH REIMB-EOC TRAINING IN L 001-222-0000-4360	10.45
			REIMB.		LUNCH REIMB-EOC TRAINING ON I 001-222-0000-4360	15.00

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213977	4/2/2019	100221 100221 ORTEGA, SYLVIA	(Continued)			Total : 25.45
213978	4/2/2019	892095 OSCAR SIGNS	03152019		RECRUITMENT BROCHURES 001-222-0000-4300	275.00 Total : 275.00
213979	4/2/2019	893115 P.E.R.S.	100000015613793		REPLACEMENT BENEFIT PLAN 018-101-0000-4450	11,266.85 Total : 11,266.85
213980	4/2/2019	892360 PARKING COMPANY OF AMERICA	INVM0013599	11834	DIAL A RIDE AND TROLLEY SERVIC 007-440-0442-4260	45,003.02 Total : 45,003.02
213981	4/2/2019	889545 PEREZ, MARIBEL	REIMB.		MILEAGE & PURCHASE REIMB 017-420-1328-4300 001-420-0000-4390	13.14 46.47 Total : 59.61
213982	4/2/2019	890994 PONCE, JOE	MARCH 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
213983	4/2/2019	890536 PRUDENTIAL OVERALL SUPPLY	171015858	11874	P.W. UNIFORM PURCHASE 001-310-0000-4310 001-311-0000-4310 001-341-0000-4310 001-370-0000-4310 070-383-0000-4310 070-384-0000-4310 072-360-0000-4310	300.00 290.00 150.00 384.00 1,440.00 1,344.00 2,078.43 Total : 5,986.43
213984	4/2/2019	890004 PTS	2014476		PD PAYPHONE-APRIL 2019 001-190-0000-4220	62.64 Total : 62.64
213985	4/2/2019	893134 RAMIREZ, JOSE A.	031319		MUSIC-SENIOR CLUB DANCE	

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213985	4/2/2019	893134 RAMIREZ, JOSE A.	(Continued)		004-2380	1,150.00 Total : 1,150.00
213986	4/2/2019	888322 RAMONA BOWL AMPHITHEATRE	122618-FINAL		FINAL PAYMENT-SENIOR TRIP ON (
					004-2383	1,141.00 Total : 1,141.00
213987	4/2/2019	888921 REGISTRAR-RECORDER/COUNTY CLER	19-2062		NOV 6, 2018 GUBERNATORIAL GEN	
					001-116-0000-4260	29,682.30 Total : 29,682.30
213988	4/2/2019	893143 RICHARDS, SANDRA	MARCH 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
213989	4/2/2019	892489 RIOS, CHRIS	REIMB.		LUNCH REIMB-EOC TRAINING IN L	
					001-224-0000-4360	13.13 Total : 13.13
213990	4/2/2019	887872 ROSENBERG, IRWIN	REIMB.		LUNCH REIMB-EOC TRAINING IN L	
					001-222-0000-4360	15.00 Total : 15.00
213991	4/2/2019	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-773646	11848	ELECTRICAL SUPPLIES 001-370-0301-4300	346.02 Total : 346.02
213992	4/2/2019	103057 SAN FERNANDO VALLEY SUN	10371		LEGAL PUBLICATION-NIB GLENOAI	
			10444		072-365-0000-4600 070-385-0000-4600 LEGAL PUBLICATION-RFP FOR WA 070-383-0000-4270	500.00 250.00 40.63 Total : 790.63
213993	4/2/2019	893132 SANDOVAL, JEANETTE	REIMB.		SPRING JAMBOREE SUPPLIES 001-424-0000-4300	132.60

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213993	4/2/2019	893132 SANDOVAL, JEANETTE	(Continued)		Total :	132.60
213994	4/2/2019	102967 SCOTT FAZEKAS & ASSOCIATES INC	20539		PLAN CHECK SERVICES-1661 SFR	
			20571		001-2698	884.93
					PLAN CHECK SERVICES-925 HARC	
					001-2698	595.60
					Total :	1,480.53
213995	4/2/2019	893107 SIEMENS MOBILITY INC	5610152513		FY 2018/19 ON-CALL TRAFFIC SIGN	
			5620010989	11946	001-371-0564-4300	10,987.44
			5620012167	11946	FY 2018/19 ON-CALL TRAFFIC SIGN	
			5620012168	11946	001-371-0301-4300	641.25
			5620012169	11946	FY 2018/19 ON-CALL TRAFFIC SIGN	
			5620013268	11946	001-371-0564-4300	155.00
			5620021489	11946	FY 2018/19 ON-CALL TRAFFIC SIGN	
			5620022447	11946	001-371-0564-4300	77.50
			5620022554	11946	FY 2018/19 ON-CALL TRAFFIC SIGN	
			5620023016	11946	001-371-0301-4300	77.50
			5620023101	11946	FY 2018/19 ON-CALL TRAFFIC SIGN	
			5620023106	11946	001-371-0564-4300	2,541.99
			5620023202	11946	FY 2018/19 ON-CALL TRAFFIC SIGN	
			5620023206	11946	001-371-0301-4300	2,541.99
			5620023430	11946	FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0564-4300	1,580.95
					FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0301-4300	1,509.90
					FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0564-4300	232.50
					FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0301-4300	1,738.70
					FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0564-4300	1,425.95
					FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0301-4300	319.06
					FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0564-4300	1,667.50
					FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0564-4300	4,101.52
					FY 2018/19 ON-CALL TRAFFIC SIGN	

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213995	4/2/2019	893107 SIEMENS MOBILITY INC	(Continued)			
			5620023455	11946	001-371-0564-4300	1,014.85
			5620023613	11946	FY 2018/19 ON-CALL TRAFFIC SIGN	
			5620023952	11946	001-371-0564-4300	7,467.51
			5620023975	11946	FY 2018/19 ON-CALL TRAFFIC SIGN	
			5620023980	11946	001-371-0301-4300	649.25
					FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0301-4300	155.00
					FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0301-4300	477.81
					FY 2018/19 ON-CALL TRAFFIC SIGN	
					001-371-0301-4300	350.76
					Total :	37,171.94
213996	4/2/2019	103184 SMART & FINAL	28294		SPRING JAMBOREE SUPPLIES	
			40075		001-424-0000-4300	167.82
			41393		MEETING SUPPLIES	
			50353		001-420-0000-4300	30.35
			50354		MISC SUPPLIES	
					001-222-0000-4300	25.96
					001-225-0000-4350	22.49
					SENIOR DANCE SUPPLIES	
					004-2380	300.16
					MISC SUPPLIES	
					001-422-0000-4300	4.92
					Total :	551.70
213997	4/2/2019	892367 SOLIS, MARGARITA	54-57		L P SENIOR PETTY CASH REIMB	
					004-2380	162.29
					Total :	162.29
213998	4/2/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST	
			2-21-082-3241		043-390-0000-4210	3,647.25
					ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	30,109.75
					029-335-0000-4210	1,596.94
					070-384-0000-4210	385.48

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213998	4/2/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			2-33-746-5215		043-390-0000-4210 ELECTRIC-190 PARK	17,730.41
			2-39-084-2581		027-344-0000-4210 ELECTRIC-1117 2ND	582.51
			2-39-717-6769		043-390-0000-4210 ELECTRIC-801 EIGHTH	25.84
					043-390-0000-4210	26.34
					Total :	54,104.52
213999	4/2/2019	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	3,687.35
					Total :	3,687.35
214000	4/2/2019	890834 SPARKLING IMAGE CORP	85157		CAR WASHES-FEB 2019	
					001-222-0000-4320	36.00
					Total :	36.00
214001	4/2/2019	103090 SUSAN SAXE-CLIFFORD, PH.D.	19-0305-5		PROFESSIONAL SERVICES	
					001-222-0000-4260	450.00
					Total :	450.00
214002	4/2/2019	103318 TAG/AMS, INC.	2747257		ANNUAL RENEWAL FEE	
					001-133-0000-4260	175.00
					Total :	175.00
214003	4/2/2019	888946 TEKWERKS	23284	11804	WEBSITE HOSTING & MAINT-APRIL	
					001-135-0000-4260	800.00
					Total :	800.00
214004	4/2/2019	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
			084-220-3249-3		043-390-0000-4210 GAS-505 S HUNTINGTON	660.98
			088-520-6400-8		043-390-0000-4210 GAS - 117 MACNEIL	362.15
			090-620-6400-2		043-390-0000-4210 GAS-120 MACNEIL	402.88

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214004	4/2/2019	103205 THE GAS COMPANY	(Continued)			
					070-381-0000-4210	80.57
					072-360-0000-4210	80.57
			143-287-81316		043-390-0000-4210 GAS-208 PARK	161.15
					043-390-0000-4210	531.49
					Total :	2,279.79
214005	4/2/2019	101528 THE HOME DEPOT CRC, ACCT#6035322	2222009		MISC SUPPLIES	
			4060405		043-390-0000-4300 WATER FILTER REPL-PD	59.06
			4565438		043-390-0000-4300 SHOWER SEAT-PD	190.08
			6014637		043-390-0000-4300 GRAFFITI ABATEMENT SUPPLIES	142.99
			6014638		001-152-0000-4300 MISC SUPPLIES FOR REPAIRS-LP I	244.73
			6243549		043-390-0000-4300 EQUIP COVER	58.32
			6243555		041-320-0311-4400 ENGINE COVER	112.13
			62613		041-320-0311-4400 MARKING PAINT-SFRD	47.28
			7034109		001-370-0301-4300 MISC SUPPLIES FOR REPAIRS-LP I	26.31
			7034111		043-390-0000-4300 MISC SUPPLIES	188.54
			8071630		070-383-0301-4300 MISC SUPPLIES FOR REPAIRS-PD	41.76
			8071631		043-390-0000-4300 MISC SUPPLIES FOR REPAIRS-PIO	47.95
			8071632		043-390-0000-4300 POWER TOOLS	77.58
					043-390-0000-4300	218.83
					Total :	1,455.56
214006	4/2/2019	890833 THOMSON REUTERS	839859565		DET INVESTIGATION TOOLS-FEB 2	

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214006	4/2/2019	890833 THOMSON REUTERS	(Continued)		001-135-0000-4260	192.12
					Total :	192.12
214007	4/2/2019	103369 TIFCO INDUSTRIES	71438062		MISC NUTS & BOLTS 041-1215	126.63
					Total :	126.63
214008	4/2/2019	103903 TIME WARNER CABLE	10328022819		CABLE- 03/05/19 - 04/04/19	134.70
			10369031019		001-190-0000-4220 CABLE-PD 03/18-04/17	234.80
			196309031319		001-222-0000-4260 INTERNET SERVICES-03/23-04/22	1,299.00
			28882030519		001-190-0000-4220 CABLE-LP PARK	390.83
					Total :	2,059.33
214009	4/2/2019	887591 TOM BROHARD & ASSOCIATES	2019-17	11882	ON CALL ENGINEERING SERVICES 001-310-0000-4270	4,950.00
					Total :	4,950.00
214010	4/2/2019	892830 TOUR COACH CHARTER & TOURS	36943		TRANSPORTATION TO FAMILY HIKE 007-440-0443-4260	719.29
					Total :	719.29
214011	4/2/2019	103413 TRANS UNION LLC	02905587		CREDIT CHECKS 001-222-0000-4260	95.88
					Total :	95.88
214012	4/2/2019	103503 U.S. POSTAL SERVICE, NEOPOST POST.	15122187		POSTAGE MACHINE REIMBURSEM 001-190-0000-4280	1,500.00
					Total :	1,500.00
214013	4/2/2019	888241 UNITED SITE SERVICES OF CA INC	114-8113861	11896	PORTABLE TOILET RENTAL AT CITY 070-384-0000-4260	13.66
			114-8141396	11896	PORTABLE TOILET RENTAL AT CITY 043-390-0000-4260	738.92

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214013	4/2/2019	888241 UNITED SITE SERVICES OF CA INC	(Continued) 114-8144226	11896	PORTABLE TOILET RENTAL AT CITY 043-390-0000-4260	509.93
					Total :	1,262.51
214014	4/2/2019	889287 UNITED TRUCK CENTERS	61443		VEHICLE MAINTS-PW3464 072-360-0000-4400	480.00
					Total :	480.00
214015	4/2/2019	103439 UPS	831954099		COURIER SERVICE 001-190-0000-4280	116.00
					Total :	116.00
214016	4/2/2019	103534 VALLEY LOCKSMITH	5952	11865	LOCKSMITH SERVICES FOR ALL F/	93.30
					043-390-0000-4330	93.30
					Total :	93.30
214017	4/2/2019	891220 VAN LANT & FANKHANEL, LLP	032019	11866	CITY'S ANNUAL AUDIT SERVICES	18,150.00
				11866	001-130-0000-4270	1,025.00
				11866	070-381-0000-4270	1,025.00
				11866	072-360-0000-4270	2,437.50
				11866	001-130-0000-4270	406.25
				11866	070-381-0000-4270	406.25
				11866	072-360-0000-4270	23,450.00
					Total :	23,450.00
214018	4/2/2019	889644 VERIZON BUSINESS	07637096		CITY HALL LONG DISTANCE 001-190-0000-4220	50.54
			07637097		CITY YARD LONG DISTANCE 070-384-0000-4220	15.17
			07637098		CITY HALL LONG DISTANCE & INTF 001-190-0000-4220	25.31
			07637099		POLICE LONG DISTANCE 001-222-0000-4220	113.54
			07637100		CITY YARD LONG DISTANCE 070-384-0000-4220	10.10
			07637101		PARK LONG DISTANCE	

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214018	4/2/2019	889644 VERIZON BUSINESS	(Continued)			
			07637639		001-420-0000-4220 ENGINEERING LONG DISTANCE	15.44
			07637650		001-310-0000-4220 CITY HALL LINES	5.11
					001-190-0000-4220	65.38
					Total :	300.59
214019	4/2/2019	889627 VERIZON CONFERENCING	Z6567859		CONFERENCE CALLS-JAN & FEB	
					001-190-0000-4220	21.36
					Total :	21.36
214020	4/2/2019	100101 VERIZON WIRELESS-LA	9813481930		PD CELL PHONE PLAN	
			9824943689		001-222-0000-4220 CITY YARD CELL PHONE PLANS	147.49
					070-384-0000-4220	115.26
					043-390-0000-4220	20.58
					041-320-0000-4220	20.58
					072-360-0000-4220	31.72
			9824954028		VARIOUS CELL PHONE PLANS	
					001-133-0000-4220	55.45
					070-384-0000-4220	43.30
					001-310-0000-4220	33.35
			9825830409		VARIOUS CELL PHONE PLANS	
					001-105-0000-4220	22.61
					072-360-0000-4220	61.08
					001-101-0111-4220	61.08
					001-101-0103-4220	54.09
					001-101-0102-4220	54.09
					Total :	720.68
214021	4/2/2019	103603 VULCAN MATERIALS COMPANY	72102983		MATERIALS FOR UTILITY TRENCH	
				11944	072-360-0000-4300	1,454.25
			72128981		MATERIALS FOR UTILITY TRENCH	
				11944	072-360-0000-4300	611.71
			72128982		MATERIALS FOR UTILITY TRENCH	
				11944	070-383-0301-4300	1,446.71

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214021	4/2/2019	103603 103603 VULCAN MATERIALS COMPANY	(Continued)			
					Total :	3,512.67
214022	4/2/2019	893012 WESTAIR GASES & EQUIPMENT	01156270-00		TEMPORARY FENCE REPAIR-LP P#	
					043-390-0000-4300	191.86
					Total :	191.86
214023	4/2/2019	889138 WIEDER, CAROL	030419		INTERPRETATION SERVICES-CC M	
					001-101-0000-4270	315.00
					Total :	315.00
214024	4/2/2019	891531 WILLDAN ENGINEERING	003-29015		GENERAL ENGINEERING SERVICE	
				11812	001-310-0000-4270	2,860.00
					Total :	2,860.00
214025	4/2/2019	889491 WILLDAN FINANCIAL SERVICES	010-40706		DEVELOPMENT OF AN IMPACT FEE	
				11325	001-222-0000-4270	133.33
				11325	072-360-0000-4270	133.33
				11325	070-381-0000-4270	133.34
					Total :	400.00
214026	4/2/2019	892023 WINDSTREAM	71126868		PHONE SERVICES-03/18/19-04/17/1	
					001-222-0000-4220	652.15
					001-420-0000-4220	961.08
					070-384-0000-4220	520.28
					001-190-0000-4220	1,650.11
					Total :	3,783.62
134 Vouchers for bank code : bank3						Bank total : 456,741.67
134 Vouchers in this report						Total vouchers : 456,741.67

Voucher Registers are not final until approved by Council.

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213889	3/14/2019	893115 P.E.R.S.	1001281474		EMPLOYER CONTRIB VARIANCE-PE 02 001-1160	3,033.13
Total :						3,033.13
1 Vouchers for bank code : bank3						Bank total : 3,033.13
1 Vouchers in this report						Total vouchers : 3,033.13

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Vice Mayor Sylvia Ballin and Councilmembers

From: Mayor Joel Fajardo

Date: April 2, 2019

Subject: Consideration to Adopt a Resolution Commemorating the Victims of the Armenian Genocide

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7909 (Attachment "A") commemorating the victims of the Armenian Genocide.

BACKGROUND:

1. Since 2016, I have requested that staff prepare an annual resolution commemorating the Armenian Genocide for the City Council to consider.
2. On April 2, 2018, City Council adopted Resolution No. 7843 commemorating the victims of the Armenian Genocide and approved a motion to include an annual resolution on the City Council Consent Agenda.

ANALYSIS:

Each year around the world, many governments commemorate an Armenian Genocide Remembrance Day on April 24th. In commemoration of this day, I would ask that the City Council approve the attached resolution and authorize staff to lower all flags to half-mast on April 24, 2019.

BUDGET IMPACT:

There is no budget impact associated by adopting this resolution.

ATTACHMENT:

- A. Resolution No. 7909

ATTACHMENT "A"**RESOLUTION NO. 7909****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, COMMEMORATING THE 101ST ANNIVERSARY OF THE ARMENIAN GENOCIDE**

WHEREAS, the Armenian people, living in their 3,000-year historic homeland in eastern Asia Minor and throughout the Ottoman Empire, were subjected to severe persecution and brutal injustice by the rulers of the Ottoman Empire before and after the turn of the Twentieth Century, including widespread massacres, usurpation of land and property, and acts of wanton destruction during the period from 1894 to 1896, inclusive, and again in 1909;

WHEREAS, the horrible experience of the Armenians at the hands of their oppressors culminated in the Armenian Genocide, beginning in 1915, in what is known by historians as the "First Genocide of the Twentieth Century," and as the prototype of modern day mass killing;

WHEREAS, the Armenian Genocide commenced on April 24, 1915 with the arrest, exile, and murder of hundreds of Armenian intellectuals, and business, political, and religious leaders, and thereafter rapidly spread throughout Anatolia;

WHEREAS, the regime then in control of the Ottoman Empire, known as the "Young Turks," planned and executed the unspeakable atrocities committed against the Armenian people from 1915 to 1923, inclusive, which included the torture, starvation, and murder of 1,500,000 Armenians, death marches into the Syrian Desert, the forced exile of more than 500,000 innocent people, and the loss of the traditional Armenian homelands;

WHEREAS, the Armenian Genocide is documented with overwhelming proof in the national archives of the United States, Austria, France, Germany, Great Britain, Russia, Turkey, the Vatican and many other countries;

WHEREAS, the Los Angeles area is the home of one of the largest population of survivors of the Armenian Genocide and their descendants in the world outside of Armenia, and those residents reasonably demand justice and appropriate recognition of the crimes committed against the Armenian people; and

WHEREAS, it is vital that the Government of the United States properly reaffirm the Armenian Genocide, not just because of the moral implications, but because such recognition can help to prevent future atrocities from occurring.

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

SECTION 1: The representations set forth in the Recitals above, are true and correct.

SECTION 2: That by the adoption of this Resolution, the City of San Fernando calls upon the President to ensure that the foreign policy of the United States reflects appropriate understanding and sensitivity concerning issues related to human rights, ethnic cleansing, and genocide documented in the United States record relating to the Armenian Genocide, and URGES the Republic of Turkey to end its decades-long campaign of Genocide denial.

SECTION 3: That by the adoption of this Resolution the City Council of the City of San Fernando hereby declares April 24, 2019 as a Day of Remembrance for the victims of the Armenian Genocide.

PASSED, APPROVED, AND ADOPTED this 2nd day of April, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 2nd day of April 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Yazdan T. Emrani, Director of Public Works/ City Engineer

Date: April 2, 2019

Subject: Consideration to Award a Contract for Professional Services for Public Water System Laboratory Qualification Specifications

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a professional services contract (Attachment "A" - Contract No. 1910) to Eurofins Eaton Analytical, LLC, in an amount not-to-exceed \$55,000 per fiscal year, for public water system laboratory qualification specifications; and
- b. Authorize the City Manager to execute contract.

BACKGROUND:

1. On February 14, 2019, a request for proposal (RFP) (Attachment "B") was published for professional services for public water system laboratory qualification specifications.
2. On March 6, 2019, which was the deadline to submit proposals, the City received one proposal to provide services from Eurofins Eaton Analytical, LLC (Eurofins) (Attachment "C").
3. On March 11, 2019, an internal panel consisting of three City staffmembers was established to review and rate the submitted proposal.
4. In late March 2019, the panel reviewed and rated Eurofins' proposal, and contacted Eurofins' references.

Consideration to Award a Contract for Professional Services for Public Water System Laboratory Qualification Specifications

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ANALYSIS:

The United States Environmental Protection Agency (EPA) establishes federal standards under the Safe Drinking Water Act for drinking water contaminants that each state must enforce. These standards determine the **Maximum Contaminant Levels (MCLs)** allowable for a specific contaminant in drinking water at the tap and associated compliance monitoring requirements.

These drinking water standards are set at levels necessary to protect the public from acute and chronic health risks associated with consuming contaminants in drinking water supplies such as lead, nitrates, and harmful bacteria. Water system operators are required to serve drinking water that meets all drinking water standards by conducting routine sampling and analysis of their drinking water supplies to certify compliance. States must comply with these standards but have the option to adopt more stringent standards, or develop standard regulations for contaminants that the federal government has not acted on. A state cannot set a drinking water standard that is less protective than the EPA.

Water Sampling and Testing.

The State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards (Regional Water Boards), collectively known as the California Water Boards (Water Boards) is responsible for regulating public water systems that provide drinking water across the State. As a water system operator, the State and Regional Water Board mandates that the City monitor the quality of its water in accordance with the federal Clean Water Act (CWA) and the state's Porter-Cologne Water Quality Control Act. To comply with these mandates, the City is required to take, at a minimum, approximately (200) water samples annually to be tested by a certified laboratory.

Award of Contract.

The Public Works Department initiated a competitive formal bid process in February 2019 to procure a three-year contract, with two one-year options to extend, for water testing and analysis services. By the due date of the RFP, Eurofins was the only water testing firm to submit a proposal to the City. Eurofins' proposal was reviewed and rated by a three-member panel. After the panel's thorough comparison of the experience, certifications and technical requirements within the RFP to Eurofins' proposal, the panel determined that Eurofins' proposal met or exceeded each of the stated requirements.

In addition to meeting all required qualifications necessary to provide water testing and analysis, Eurofins has a recent history of providing extensive laboratory testing for the City's water system. Also, their geographic proximity to the City ensures a quick response to any water testing needs.

The proposed award of contract to Eurofins will allow the City to meet the State Water Board's mandate for regular testing of the City's water supply.

Consideration to Award a Contract for Professional Services for Public Water System Laboratory Qualification SpecificationsPage 3 of 3

BUDGET IMPACT:

Staff is recommending a three-year contract with two one-year options to renew; annual cost for services is not-to-exceed \$55,000. Approving a contract for professional services for public water system laboratory qualification specifications will impact both the current fiscal year (2018-2019) and future fiscal years. For the remaining three months of the current fiscal year an estimated \$16,000 will be expended on water testing services.

There is sufficient funding currently appropriated in the Water Fund to cover the cost of services for the remaining three months of Fiscal Year (FY) 2018-2019 and continued funding through the Water Fund will be proposed during the FY 2019-2020 budget process.

CONCLUSION:

It is recommended that the City Council award a professional services contract to Eurofins Eaton Analytical, LLC for public water system laboratory qualification specifications and authorize the City Manager to execute the contract.

ATTACHMENTS:

- A. Contract No. 1910
- B. Request for Proposal
- C. Eurofins' Proposal



ATTACHMENT "A"
CONTRACT NO. 1910

PROFESSIONAL SERVICES AGREEMENT

EUROFINS EATON ANALYTICAL, LLC

Water Testing & Analysis Services

THIS THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of April 2019 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and EUROFINS EATON ANALYTICAL, LLC., 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 THREE (3) years commencing from April 2, 2019 and concluding April 1, 2022. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of TWO (2) ONE-YEAR extensions, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 COMPENSATION:
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule **Exhibit "B"** which is (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted

PROFESSIONAL SERVICES AGREEMENT

Water Testing & Analysis Services

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aggregate sum of FIFTY FIVE THOUSAND DOLLARS (hereinafter, the "Not-to-Exceed Sum") per contract term 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

Water Testing & Analysis Services

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Director of Public Works shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Rick Zimmer, Senior Account 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

Water Testing & Analysis Services

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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

Water Testing & Analysis Services

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

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

PROFESSIONAL SERVICES AGREEMENT

Water Testing & Analysis Services

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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

Water Testing & Analysis Services

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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**

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

IV. INDEMNIFICATION

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

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

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

V. TERMINATION

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

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

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

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

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Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary 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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- 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:

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CONSULTANT:

Eurofins Eaton Analytical, LLC
750 Royal Oaks Drive, Suite 100
Monrovia, CA 91016
Attn: Rick Zimmer, Senior Account
Manager
Phone: 626-386-1100
Fax: 626-386-1101
Email: RickZimmer@Eurofinsus.com

CITY:

City of San Fernando
Public Works Department/Water Division
120 Macneil Street
San Fernando, CA 91340
Attn: Tony Salazar, Public Works
Superintendent
Phone: 818-898-1293
Fax: 818-898-3221

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.

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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)

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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**EUROFINS EATON ANALYTICAL, LLC**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

EXHIBIT “A”**4. Scope of Services**

The Laboratory’s services may include, but are not limited to, the following:

- Detailed and addresses the minimum requirements
- Reasonableness of Proposed Service Approach
- May require 24 hour turn-around time for some cases / Commitment to Customer Service
- Full-service Environmental Drinking Water Testing based on guidelines established under the California Safe Drinking Water Act and/or the National Environmental Laboratory Accreditation Program.
- The successful Proposer/Team will be responsible for implementing all tasks associated with achieving the above goals and objectives.

EXHIBIT "B"**PROPOSAL FEES**

Eurofins is pleased to submit the following schedule of fees for analytical and other services. Our intent is to negotiate a mutually agreeable contract with the City. Therefore, all fees are subject to further modification based on your feedback and our input.

Item	Unit Price
Total/Fecal Coliform w/E.Coli (presence/absence)	\$10
Total Coliform (MPN)	\$12
Heterotrophic Plate Count	\$10
Nitrate as N	\$15
Nitrate as N (same day results)	\$25
Nitrite as N	\$15
Sulfate	\$15
Fluoride	\$15
Conductivity	\$15
General Mineral & Inorganics	\$400
General Physical	\$30
Perchlorate (2 ppb)	\$50
Perchlorate (1 ppb)	\$100
Hexavalent Chromium	\$50
Asbestos	\$300
Trihalomethanes	\$75
Haloacetic Acids	\$150
Gross Alpha	\$50
Volatile Organics (short list)	\$100
Volatile Organics (extended list)	\$150
1,2,3-Trichloropropane	\$125
Nitrosamines (NDMA only)	\$250
Nitrosamines (extended list)	\$400
Synthetic Organics (551, 525, 505, 515, 531, 547, 548, 549, 1613)	\$1750
UCMR4 – AM1	\$1400
UCMR4 – AM2 (TOC and Bromide)	\$100
UCMR4 – AM2 (Brominated HAAs)	\$200

Fees for non-analytical services are as follows:

Item	Unit Price
Sample Kit (containers, COC, gel packs, packing slip, cooler)	No Charge
Sample Kit Delivery (M-W-F)	No Charge
Sample Pick Up (M-W-F)	No Charge
Sample Pick Up (M-W-F expedited)	\$75
Level 2 QC (Lab Spikes, Matrix Spikes, Blanks, Surrogates)	No Charge
Hardcopy Reports (via PDF)	No Charge
Electronic Reports (via CSV or Excel)	No Charge
Electronic Data Transfer to CA Write-On (for Title 22)	No Charge
Electronic Data Transfer to EPA CDX (for UCMR4)	No Charge
Website Access, Data Retrieval, Archive & Reporting	No Charge

Item	Surcharge
Results within 15 working days	No Charge
Results for 10 th of the month samples rec'd in last week of the month	No Charge
Results within 5 working days	1.5 x listed unit price
Results within 2-3 working days	2.0 x listed unit price
Results within 1 working day	3.0 x listed unit price

Item	Hourly Rate
Senior Professional	\$300
Professional	\$200
Technician	\$150
Field Sampler Training (Contact Hours credit)	No Charge
Regulatory Training (Contact Hours credit)	No Charge

ATTACHMENT "B"



**Request for
Proposals
Professional Services
For Public Water System
Laboratory Qualification Specifications**

**City of San Fernando
DEPARTMENT of PUBLIC WORKS
117 MACNEIL STREET
SAN FERNANDO, CA 91340-2993**

All Proposals must be submitted in a sealed envelope
and received at San Fernando City Hall on or before
Monday, March 4, 2019 at 4:00 PM with the following notation:

Proposal for
Public Water System
Laboratory Qualification Specifications
City of San Fernando, California

Introduction

The City of San Fernando (hereinafter “City”) is seeking proposals from qualified commercial laboratories to provide “full-service” environmental drinking water testing based on guidelines established under the California Safe Drinking Water Act (CA SDWA) and/or the National Environmental Laboratory Accreditation Program (NELAP). A qualified commercial laboratory must, at a minimum, routinely analyze more than 200 individual water quality parameters for water and analyses according to 40 CFR 141 and 40 CFR 136 and other acceptable water quality test methodologies.

Background

The City of San Fernando (“City”) is located in the San Fernando Valley region of Los Angeles County and spans 2.4 square miles. The City incorporated on August 31, 1911 and today is home to around 25,000 residents. San Fernando is a general law city operating under the Council-Manager form of government. The City’s Department of Public Works oversees several City functions, including streets, public right-of-way areas, water services, sewer services, stormwater management, and transportation programs.

1. Submittal and Review Process

The City is seeking “**Full-Service**” **Environmental Water Testing Services** for a three (3) year initial term with an option to extend (at the City’s discretion) for two (2) additional one (1) year periods. The successful Laboratory shall enter into an agreement with the City for full-service environmental drinking water testing services which encompass the items listed in the Scope of Services (Section 4). The award of contract is anticipated in March 2019.

1.1. Proposal Submittal

Each prospective Laboratory must submit one (1) original signed copy, five (5) duplicate copies of the complete Proposal, as well as a complete digital version on a flash drive in a sealed envelope marked “**Proposal for Full-Service Environmental Drinking Water Testing Services.**” Proposal submissions must contain page numbers and are limited to a total of thirty-five (35) pages (excluding appendices) using letter sized paper and not less than 12 point font.

To be considered, all Proposals shall be completely responsive to the guidelines and requirements within the Request for Proposal (RFP) document. “Completely responsive” is hereby defined as meeting all requirements as outlined in Section 1.2, RFP Requirements. Proposals will be accepted by the City until Monday, March 4, 2019 at 4:00 PM.

If mailing, Proposal shall be sent to:

Elena Chávez, City Clerk
City of San Fernando
117 Macneil Street
San Fernando, California 91340-2993

The City does not recognize the US Postal Service, or any other organization, as its agent for purposes of accepting Proposals. All Proposals received after the deadline will be rejected and returned unopened.

No extensions will be granted. All Proposals will become the property of the City of San Fernando and will be made available for public inspection after an award is made or all Proposals are rejected.

Proposals must address the requirements of this Request for Proposals (RFP). Questions should be submitted in writing, on or before Thursday, February 21, 2019 to Tony Salazar, Public Works Superintendent, at tsalazar@sfcity.org. An addendum with answers to all questions received, will be published on Tuesday, February 26, 2019.

1.2. Proposal Requirements

The Proposal shall include the following:

CERTIFICATION

- The NELAC Institute (TNI) Licensure
- State of California ELAP Licensure for Specialized Methods – Hexavalent Chromium BY EPA 218.6 and EPA 218.7, 1,2,3-TCP BY SRL Method, TBA by EPA 524.2m, Volatiles by EPA 524.3, Perchlorate by EPA 331 and Cryptosporidium/Giardia by EPA 1623
- EPA Lab Approval for UCMR3 (List 1 and List 2)
- EPA Lab Approval for UCMR4
- Ninety-Five percent of all analyses listed in the RFP conducted in-house without subcontracting

CAPACITY

- At least 1 dedicated instrument for each analysis
- At least 2 dedicated instruments and 2 dedicated staff members for all major methods (Volatile Organics, Perchlorate, Nitrate, Hexavalent Chromium)
- At least 4 dedicated in-house Courier staff

CUSTOMER SERVICE

- Located within 50 miles of the requesting public water system
- Available for deliveries and pick-ups 5 days per week
- Web-based client access portal and data reporting system
- EDT to State Water Board (Write On, Geotracker)
- EDT to the EPS CDX systems
- EDD capability and example (SAMS, WaterTrax, HachWIMS)

1. Understanding of the Scope of Services

Describe your understanding of the services being requested as identified in the Scope of Services (Section 4).

2. Methodology and Work Plan

Provide a brief description of the proposed work program and techniques to complete the scope of services. The work program should demonstrate your Laboratory's ability to conduct these services in a professional and efficient manner.

3. Experience and Qualifications of Laboratory

List similar Full-Service Environmental Drinking Water Laboratory Testing Services successfully provided within the last three (3) years, with a particular emphasis on local public agencies of a similar size and range of services as the City of San Fernando based on guidelines established under the California Safe Drinking Water Act (CA SDWA) and/or the National Environmental Laboratory Accreditation Program (NELAP).

4. Key Personnel

Please provide the names, titles and qualifications of the key personnel assigned to this contract.

5. References

List the name, address, e-mail, and telephone number of references from at least three (3) agencies in which the Drinking Water Laboratory Testing Services or similar services were provided as described in this RFP. Include a brief description of the work provided for each reference. The references should include the date(s) the services were provided.

6. Fee Proposal

The fee proposal will be reviewed, but is not the sole factor in the selection process. Fees should include the following: Water Laboratory Testing Services – Hourly rate for each personnel category.

1.3. RFP Questions

Questions with regard to this RFP should be submitted by e-mail only to Tony Salazar, Public Works Superintendent, at tsalazar@sfcity.org by Thursday, February 21, 2019.

Responses to all questions and any addenda to RFP that may be released will be done via e-mail by Tuesday, February 26, 2019.

1.4. Bid Rejection

All Proposals will be reviewed to determine conformance with the RFP requirements. Any Proposal that the City deems incomplete, conditional, or non-responsive to the RFP requirements may be rejected. The City reserves the right to reject any and all Proposals.

1.5. Screening, Selection and Award

All proposals will be reviewed by City Staff. The various significant criteria that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor or criteria including price. The relative importance of those factors involves judgment on the part of City Staff and will include both objective and subjective analysis. A laboratory may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements.

The screening and selection process shall be as follows:

1. Background: Includes qualifications, meaningful experience providing said services, resources, experience and financial solvency
2. Personnel: Amount of work self-performed, qualifications of proposed team, and laboratory staff / management structure, verification of certification, if applicable, and ability to satisfy insurance requirements.
3. Past Experience and References: Reference checks and relevant past project experiences
4. Project Understanding & Approach: Understanding of project's critical

components and the Laboratory's approach to audits, project management, training, etc.

5. Response: Responsiveness and compliance with the requirements of the proposal.
6. Cost: Cost proposal to complete services, separated by service.
7. Other: Any other factors determined by the City to be relevant to the performance of these services.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP schedule described below. The City also makes no representations that any contract will be awarded to any Laboratory responding to this RFP. The City expressly reserves the right to reject any and all Proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any RFP or in the RFP procedure and to be the sole judge of responsiveness to this RFP.

1.6. Evaluation Criteria

After review for compliance with required qualifications, the City will evaluate Proposals based on the following criteria. Cost will not be the sole criteria for which an award of contract is made.

General Quality and Responsiveness of the Proposal

- Presentation, completeness, and thoroughness of the Proposal;
- Responsiveness to the terms, conditions, and items of performance; and
- Grasp of the scope and services to be performed

Qualifications and Experience of Laboratory and Key Personnel

- Qualification and experience of key personnel;
- Experience and past performance for similar scope and services; and
- Verification of references

Fee Proposal

- Each Laboratory should provide a schedule of fees depicting hourly rate for each Environmental Water Laboratory Testing Service described in Scope of Services.

1.7. Tentative Schedule

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this RFP process as follows:

Date	Activity
February 14, 2019	Publish Request for Proposals
March 4, 2019	Proposal Due to the City
March 18, 2019	City Council Consideration of Contract Award

2. **Contract Terms**

Professional Services Agreement

No agreement shall be binding upon the City until a Professional Services Agreement is completely executed by the Laboratory and the City. A sample agreement has been attached as a reference.

Minimum Insurance Requirements

The Laboratory shall, at its own expense, procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by the laboratory, its agents, representatives, employees, or subcontractors.

Conflict of Interest

It shall be the duty of the Laboratory to comply with all applicable State and Federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Laboratory shall disclose in writing, any financial, business, employment, or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and including, the date the Laboratory's response to this RFP is filed. In addition, the Laboratory shall disclose in writing any financial, business, employment or other relationships with any contractor or engineering Laboratory who may have a financial benefit in securing design and/or construction contracts for a City project. The Laboratory shall have a continuing obligation to keep the foregoing disclosures current and up-to-day during the term of this contract, and the Laboratory's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

Permits/Licenses

The Laboratory shall obtain and pay for a business license as necessitated for doing work within the City of San Fernando. Valid licensure shall be in place for the life of the contract as stipulated in the executed Professional Services Agreement.

3. Required Qualifications of Laboratory

Proposals for Full-Service Environmental Water Testing Services for the City of San Fernando will be evaluated by the City to determine whether or not they meet the following required qualifications. Proposals which fail to provide documentation responding to all of the required items set forth below may be considered non-responsive and will be rejected.

1. Experience

In order to be considered eligible and qualified under this RFP, the Laboratory must have a minimum of five (5) years of experience in the field of providing full-service environmental water testing services for cities of similar size to the City of San Fernando. A statement of qualification demonstrating the foregoing and listing the Laboratory's experience in providing testing services, together with the names, addresses and telephone numbers of other clients for whom similar services have been provided shall be furnished with the Proposal. Client references should be located within California.

2. Organization

The Laboratory should submit a description of its organizational structure, history, legal status (i.e. partnership, corporation, etc.), list of owners and officers, capabilities, experience, and management philosophy. The City is particularly interested in the laboratory's approach to providing water testing services.

3. Certifications

- The NELAC Institute (TNI) Licensure
- State of California ELAP (Accreditation Program) Licensure for Specialized Methods – Hexavalent Chromium BY EPA 218.6 and EPA 218.7, 1,2,3-TCP BY SRL Method, TBA by EPA 524.2m, Volatiles by EPA 524.3, Perchlorate by EPA 331 and Cryptosporidium/Giardia by EPA 1623
- EPA Lab Approval for UCMR3 (List 1 and List 2)
- EPA Lab Approval for UCMR4
- Ninety-Five percent of all analyses listed in the RFP conducted in-house without subcontracting

4. Capacity

- At least 1 dedicated instrument for each analysis
- At least 2 dedicated instruments and 2 dedicated staff members for all major

methods (Volatile Organics, Perchlorate, Nitrate, Hexavalent Chromium)

- At least 4 dedicated in-house Courier staff

5. Customer Service

- Located within 50 miles of the requesting public water system
- Available for deliveries and pick-ups 5 days per week (Possible weekends as-needed)
- Web-based client access portal and data reporting system
- EDT to State Water Board (Write On, Geotracker)
- EDT to the EPS CDX systems
- EDD capability and example (SAMS, WaterTrax, HachWIMS)
- Email all reports to City contact (TBD) with final analysis results and on State reporting forms
- Provide ice chests, blue ice, sample bottles, labels, security tape for bottles, packing material
- Dedicated Project Manager (familiar with State of California and Environmental Protection Agency (EPA) drinking water requirements) to coordinate with City to meet all State and EPA sampling requirements and deadlines & provide technical & professional assistance.

6. Resource Allocation

Laboratory's proposed allocation of contract resources must demonstrate an understanding of scope of services requirements as described in this RFQ and attachments.

7. Staffing

Laboratory shall include the resumes of the proposed key personnel showing relevant educating, training and experience. Please specifically address any technical resources and staff that will be available to assist the City.

8. Debarred, Suspended or Ineligible Contractors

Laboratory certifies by submission of a response to the RFP that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction with Federal, State or local regulatory bodies/agencies.

4. Scope of Services

The Laboratory's services may include, but are not limited to, the following:

- Detailed and addresses the minimum requirements
- Reasonableness of Proposed Service Approach
- May require 24 hour turn-around time for some cases / Commitment to Customer Service

- Full-service Environmental Drinking Water Testing based on guidelines established under the California Safe Drinking Water Act and/or the National Environmental Laboratory Accreditation Program.
- The successful Proposer/Team will be responsible for implementing all tasks associated with achieving the above goals and objectives.

ATTACHMENTS:

EXHIBIT A - Sample Professional Services Agreement

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**Eaton Analytical**

March 5, 2019

Ms. Elena Chavez
City of San Fernando
117 Macneil Street
San Fernando, CA 91340-2993

Dear Ms. Chavez & Members of the Selection Committee:

Eurofins Eaton Analytical, LLC (Eurofins) is pleased to submit the enclosed response to RFP-2019 to continue to serve as the City's contract laboratory for water system laboratory services. We have served and supporting the City's Water Department for more than 20 years. We have a long-standing and positive track record of service with Water Department staff.

Our successful partnership serving as your contract laboratory is predicated on the following 4 key areas:

- **Close Proximity**
Eurofins is located just 30 miles from the City Yard and water facilities, closer than any other laboratory services provided. Our close proximity affords us the ability to respond to pick up requests in as little as 1 hour and get samples immediate to our lab for processing within 1 hour of pick up.
- **Extensive & Available Instrumentation**
Eurofins is the largest water-only testing laboratory in the United States, with more than 2 staff and instruments dedicated all major methods running daily. This depth of testing capacity and frequency allows us to (for example) to process your Nitrate samples and provide verbal same-day results to support your operational planning, blending plans and water resource management
- **Institutional Knowledge**
Eurofins project management staff is "front-and-center" in the processing of your drinking water sample results. We already know (for example) which wells are high in Nitrates, which distribution locations have a potential propensity for Coliform positives, etc. This institutional knowledge affords you advanced notice of water system concerns to address in advance of final reporting to facilitate your expedited response to protecting public health.
- **Regulatory Insight**
Eurofins is engaged with California DDW, ELAP, Cal-Nevada, CWEA, ACWA and other regulators, industry advocates and stakeholders. Our knowledge of both existing and pending new drinking water regulations affords the City with a technical resource for advanced planning, budgeting and compliance with new regulations like the UCMR4 where we assisted the City update its CDX inventory prior to the 12-31-17 deadline.

In more than 20 years, we have not increased a single test price point. However, we recognize that this solicitation affords the opportunity to update our agreement fees, terms and conditions. Therefore, we remain ready and open to negotiate a new agreement with the City resulting from a mutually agreeable negotiation. We accept all terms and conditions included in the City's PSA. Your consideration of Eurofins and continued confidence in us is greatly appreciated.

Sincerely,
EUROFINS EATON ANALYTICAL, LLC



Rick Zimmer
Senior Account Manager

**Addendum No. 1****February 28, 2019**

**Project: Professional Services for Public Water System Laboratory
Qualification Specifications**

A. The following change to the **Request for Proposals** shall apply to this project.

1. Previously stated as:

Proposals will be accepted by the City until Monday, March 4, 2019 at 4:00 PM.

2. Changed to:

Proposals will be accepted by the City until Wednesday, March 6, 2019 at 4:00 PM.

Indicate the receipt of Addendum 1 by including in Contractor's Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Approved by:

A handwritten signature in blue ink, appearing to read "Yazdan Emrani", is written over a horizontal line.

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

2/28/19
Date

**Request for Information****February 28, 2019****Project: Professional Services for Public Water System Laboratory Qualification Specifications**

Answers to Questions Received Regarding the Request for Proposal

1. Total proposal page count must be 35 pages or less – Please confirm this excludes attachments such as Certifications, Resumes, Fee proposal, etc.
Yes that is correct.
2. For subcontracting, please confirm that subcontracting as defined as sending samples outside of the firm's lab network, correct? For example, we are not certified for 1623 but our South Bend location is and that would not constitute subcontracting
Yes, that is correct.
3. Will the City consider changes or additions to any of the PSA clauses, such as changes to indemnification?
No, we would not.
4. Do you have a form or list of tests to provide pricing for to allow for a standard review of fees received from each proposer and shall proposers submit pricing as a separate sealed document?
Each firm should provide their pricing based on the information provided in the RFP.
5. Are there any other forms required to be signed and returned with our proposal text?
Please refer to the RFP for any and all needed forms.
6. Provide a detailed Scope of Services indicating the frequency of courier pick-ups, locations, sampling schedules, numbers of samples, tests & methods required, etc.?
The City has provided an overview of the services required, in the RFP. This information should be sufficient in preparing your scope and cost.
7. Provide an excel spreadsheet or table with tests methods, frequencies and annual quantities?
The City has provided an overview of the services required, in the RFP. This information should be sufficient in preparing your scope and cost.
8. Name of current contract laboratory and rates?
The City has provided an overview of the services required, in the RFP. This information should be sufficient in preparing your scope and cost.

Indicate the receipt of Request for Information by including in Contractor's Proposal.
FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE

Approved by:



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

2/28/19

Date

EXPERIENCE

Eurofins Eaton Analytical LLC (Eurofins) is the largest potable water focused commercial laboratory in the United States, serving more than 500 clients across the U.S. and in more than 100 foreign countries. We are a full service environmental testing laboratory certified in 50 states and territories under the Safe Drinking Water Act and/or the National Environmental Laboratory Accreditation Program (TNL) with over 100,000 ft² of lab space and over 200 qualified staff in our Monrovia, California and South Bend, Indiana facilities. We routinely analyze over 200 individual water quality parameters for water and analyses according to 40CFR 141 and other acceptable test methodologies. Additionally, Eurofins provides assistance to clients on issues as varied as regulatory consulting, quality assurance, staff training, lab layout, design and database support. Our firm routinely spends up to \$1 million per year on lab equipment to remain the leader in water-quality related testing. Major clients include municipalities, multi-nationals, state governments, industry associations, and the EPA. Our strengths are regulatory knowledge, a strong quality assurance program, methods development, and a dedication to client service. Our staff is actively involved in regulatory program development and analytical methods. Eurofins has been in the commercial laboratory business for almost 50 years and is a financially stable lab capable of providing our clients with a reliable contract laboratory and regulatory information resource.



We have been in the commercial laboratory business for almost 50 years and are a financially stable lab capable of providing our clients with a reliable contract laboratory and regulatory information resource. Highlights include:

- EPA contractor for the National Pesticide Survey (1987-88)
- Information Collection Rule accredited laboratory (1997-99)
- EPA contractor for UCMR1 (2001-05) and UCMR2 (2008-10)
- EPA 314 method Co-Author for Perchlorate
- WaterRF 4167 (Methods for PPCP analysis) Co-Principal Investigator
- Contract laboratory for the USGS, USBR and all branches of the Armed Forces
- Contract laboratory for the States of AR, AZ, DE, MN, MS, NJ, NV, SC, UT
- Contract Lab for U.S. Territories in American Samoa, Guam and the CNMI

Eurofins is also routinely called upon by industry associations and instrumentation providers to provide technical expertise and input with new methods and to validate analytical alternatives to enhance existing EPA methods. Examples include:

- Ion Chromatography verification in both water & wastewater matrices (Dionex, 1984)
- Evaluation of Analytical Methods for Arsenic for Arsenic MCL (AWWARF, 1994)
- Gamma Spec analysis for Radium (Georgia Tech Research Institute, 2008)
- Luminescence technology for Assimilable Organic Carbon analysis (Suez, 2010)

- GC Triple Quad MS for Nitrosamines (Agilent, 2014)
- High Resolution Orbitrap Mass Spectrometry for PFCs and Hormones (Thermo, 2014)
- Evaluation of Radionuclide methods (AWWA, 2011 and 2015)

Locally, Eurofins is also the #1 contract laboratory of choice for virtually every public water agency in Southern California.

Antelope Valley-East Kern Water Agency	Las Virgenes MWD
Burbank DWP	Long Beach Water Department
California American Water Company	Los Angeles County DWP
California Domestic Water Company	Los Angeles CSD
Castaic Lake Water Agency	Los Angeles DWP
Chino Basin Watermaster	Mesa Consolidated Water Company
City of Anaheim	MWD of Southern California
City of Beaumont	Newhall County Water District
City of Chino	Olivenhain Water District
City of Corona	Orange County Water District
City of Monrovia	Padre Dam MWD
City of Redlands	Palmdale Water District
City of San Fernando	Pasadena DWP
City of Santa Monica	Riverside Public Utilities
City of South Pasadena	Santa Clarita Water Company
City of Upland	Santa Fe Irrigation District
Coachella Valley Water District	Sweetwater Authority
Cucamonga Valley Water District	Twin Oaks Valley Water
Elsinore Valley MWD	US Navy - Camp Pendleton
Fallbrook PUD	Valencia Water Company
Foothill MWD	Valley Sanitation District
Glendale DWP	Valley Water Company
Golden States Water Company	Water Facilities Authority
Helix Water District	Water Replenishment District
Indio Water Authority	West Basin MWD
Inland Empire Utilities Agency	Yucaipa Valley Water District

Our client list includes over 1600 large water system in the United States. Below are four clients demonstrating the experience and qualifications of Eurofins in providing these services for similar projects.

Santa Clarita Valley Water Agency

26521 Summit Circle

Santa Clarita, CA 91350-3049

Contact: Ryan Bye, rbye@scvwa.org, 661-259-2737

Experience: Drinking water compliance, treatment process and NPDES discharge testing for microbiology, disinfection-byproducts, lead and copper, volatile and synthetic organics, and UCMR since 2008.

Los Angeles County DPW

900 South Fremont Avenue, 9th Floor

Alhambra, CA 91803-1331

Contact: Jon King, jking@dpw.lacounty.gov, 626-300-3331

Experience: Drinking Water Compliance since 2017

California American Water - Southern Division

8657 East Grand Avenue

Rosemead, CA 91770-1220

Contact: Tim Miller, Tim.Miller@amwater.com, 619-446-4771

Experience: DW compliance work since 2009

City of Monterey Park

20 West Newmark Avenue

Monterey Park, CA 91754

Contact: Ralph Martinez, rmartinez@montereypark.ca.gov, 626-280-5552

Experience: Drinking water compliance, treatment process and NPDES discharge testing for microbiology, disinfection-byproducts, lead and copper, volatile and synthetic organics since 2008.

California Water Service Co

2632 W. 237th Street

Torrance, CA 90505

Contact: Anthony Zach, azach@calwater.com, 310-257-1482

Experience: Drinking water compliance since 2010.

ORGANIZATION

Eurofins Scientific was founded in 1987 in France and is currently listed as one of the fastest growing European companies. With over 40,000 staff, 650 laboratories across 45 countries and a portfolio of over 150,000 analytical tests, Eurofins Scientific is a leading international group of laboratories providing a unique range of analytical testing in support of the environmental, food, and pharmaceutical products industries. Eurofins Environmental Testing has a global presence consisting of 165 laboratories throughout out the United States, Canada, Europe, Australia, and beyond.

Within the United States, the Eurofins Environmental Testing network has two laboratories that offer comprehensive drinking water compliance testing in all 50 States, South Bend, IN and Monrovia, CA, three full-service environmental laboratories, five specialty laboratories, and 16 service centers. The combined capability of all of our U.S. laboratories allows Eurofins to support projects for waste water, ground water, surface water, sea water, and pore waters, soil, sediment, tissue, hazardous waste, vapor and air, and drinking water. The combined capabilities of all of our U.S. laboratories will allow Eurofins to support projects under virtually any regulatory environmental program in nearly every State. Our strict standards and quality systems ensure that we generate data and provide services that meet your specific requirements and sustain the rigors of regulatory review and legal scrutiny.

Monrovia, CA – Began by MWH, a global engineering firm, in 1969 with 50 years as a leading provider of water quality analytical services, Eurofins' Monrovia water testing laboratory is certified to perform **drinking water analyses** in over 45 states. The 34,000 square-foot state-of-the-art laboratory employs approximately 125 staff and generates revenues of over US \$20m.



Located in Monrovia, CA, the laboratory serves more than 500 state and local municipalities as well as bottlers, engineering firms, consultants and federal agencies such as the EPA and US Military. From comprehensive Safe Drinking Water Act (SDWA) compliance services to cutting-edge capabilities that analyze trace levels of emerging contaminants, Eurofins' water testing laboratory offers a comprehensive range of analytical testing services, including organics, inorganics, microbiology, chemistry and radiochemistry.

South Bend, IN - With nearly 40 years as a leading provider of water quality analytical services, Eurofins' South Bend water testing laboratory is certified to perform drinking water analyses in all 50 states. The 70,000 square-foot state-of-the-art laboratory employs 70 staff and generates revenues of over \$10m USD.



CERTIFICATIONS

Eurofins laboratories have been audited and accredited by EPA in support of special regulatory programs (ICR, UCMR and LT2) in the last 20 years. We strive to educate ourselves and obtain as much knowledge as our clients. We collaborate with EPA, the State water Board and ELAP on analytical methods, detection limit feasibility relative to proposed regulatory thresholds, best practices and acceptable precision & accuracy. This firsthand collaboration and interaction directly with regulators helps us know the priority for future regulations and our testing capabilities reflect that.

Eurofins is accredited by four primary organizations:

- California Environmental Laboratory Approval Program (ELAP)
- The National Environmental Accreditation Conference Institute (TNI)
- International Standards Organization (ISO)
- The U.S. Environmental Protection Agency (EPA)

Eurofins has held ELAP accreditation since the commencement of the program in 1988. Prior to that, we chaired the Association of California Testing (ACT) Laboratories group and worked closely with State regulators on laboratory approval standards, methods, training and quality systems. Presently, ELAP is working with Eurofins and other members of the Environmental Laboratory Technical Advisory Committee

(ELTAC) on finalizing quality standards for a new TNI-based program to be implemented statewide beginning as soon as 2019.

Eurofins is also a TNI-accredited laboratory, hence our involvement and assistance to ELTAC and ELAP with integrating the 2012 TNI standards into the new State accreditation program. Of course, Eurofins already meets these anticipated new State standards. More than 90% of California laboratories do not qualify for TNI accreditation at the present time.

Eurofins is ISO-accredited as well, according to the latest ISO quality standard (17025). As an ISO laboratory, Eurofins has established and maintains standard operating procedures for ethics, data integrity, health & safety, staff training & management, facilities integrity and the like. Less than 5% of California laboratories are ISO-accredited.

Finally, Eurofins is EPA-approved to perform testing both the Unregulated Contaminants Monitoring Rule (UCMR) 4 and the Long-Term 2 (LT2) Enhanced Water Treatment Rule. Both of these accreditations require extensive and ongoing documentation of instrumentation, staff qualifications & experience and quality-specific project plans to support both regulatory program. Eurofins is presently EPA-approved for all UCMR4 methods and all LT2 methods. No other California laboratory can claim such certification status and coverage.

Our extensive list of Federal and State accreditations reflects our commitment to quality, above and beyond the minimum requirements. These extensive accreditations and approvals also subject Eurofins to frequent on-site audits, blind proficiency testing and quality documentation through the year, in contrast to most laboratories that are audited or evaluated by the same regulatory agency every two or three years.

A final component of our comprehensive Certification program is our long-term, excellent performance on external **Proficiency Test (PT) studies**, QC checks, and research studies. Eurofins has scored more than 99% correct on EPA Water Supply PTs for over 15 years running. In addition to 3rd party PTs, we also use an internal blind performance evaluation sample program to monitor problems and to verify proficiency of all analysts.

Copies of our laboratory certifications are included with this proposal submission in Appendix A.

CAPACITY

The breadth and quantity of Eurofins Eaton Analytical instrumentation is unparalleled in a single location environmental laboratory in the US resulting in large capacity and redundancy. Year after year, a significant investment is made in acquiring new laboratory instrumentation, both to upgrade current capabilities and to add more, in order to be in the front edge of analytical chemistry. The great majority of Eurofins Eaton Analytical's instrumentation inventory is maintained under manufacturer's service contracts. This translates into minimal down time which means always meeting performance objectives.

We employ two analysts and more than four instruments for every major analytical method we offer. This unprecedented analytical resource affords us the capability of processing large sample batch sizes or providing rapid analysis turnaround times for special projects without major disruption to our operation and also in the event of emergency.

<u>Testing Category</u>	<u>Analysts</u>	<u>Instruments</u>	<u>Monthly Sample Capacity</u>
Bacteriology	9	5	11,000 samples
Asbestos	2	1	400 samples
General Chemistry	13	10	2,000 samples
Nutrients	4	4	1,000 samples
Metals	9	11	2,500 samples
Perchlorate	2	3	800 samples
Radiochemistry	5	8	720 samples
TOC/TOX/UV	3	5	1,300 samples
Disinfection By-Products	10	9	2,800 samples
Volatile Organics	7	13	2,500 samples
Synthetic Organics	13	14	1,900 samples
Nitrosamines	3	3	700 samples
Emerging Contaminants	6	6	300 samples
Semi-volatiles	4	7	1,500 samples

CUSTOMER SERVICE

Location

Eurofins operates from 8:00am-5:00pm Monday through Friday and maintain staff availability for courier, login and analytical services on weekends, holidays and after hours. We are located within 30 miles to provide same day courier, same day analysis and as-needed face-to-face meetings. Same day courier is available to accommodate last minute requests, public health concern or a customer request. Because we are literally minutes away, we afford you the luxury of obtaining supplies or providing us samples immediately. In similar fashion, Eurofins delivers your samples back to our facility right away, where we can initiate sample processing immediately.

Project Management

At Eurofins Eaton Analytical our success as the nation's leading Water-Quality-Testing Laboratory operation is our firm's commitment to retaining the most professional staff and employing them to an appropriate and desirable responsibility based on unique expertise. Eurofins has over 150 professionals and staff employed in its Monrovia Laboratory, with more than 100 staff assigned to serve and support the City's contract requirements.

Ms. Alejandra Gomez is the City's current Analytical Services Manager. She has 15 of environmental experience as a project manager, project manager assistance and login/sample management staff

member. As your ASM, Ms. Gomez is available "24-7" to answer technical questions, schedule orders, determine the status of work in progress and facilitate submission of hardcopy and electronic deliverables in the formats you require. Alejandra is familiar with City Water Department staff and each's distinct preference and forms for communication. She also possesses a wealth of institutional knowledge of the City's water system well sources, distribution locations and key compliance and operational triggers so that she can communicate rapidly and effectively in support of your water system operation.

In addition to her work for the City of San Fernando, Ms. Gomez also manages drinking water compliance programs for the following area water system customers:

- Santa Clarita Valley Water Agency – Castaic, Newhall, Santa Clarita, Valencia
- City of Upland + Water Facilities Authority
- California Domestic Water Company
- Foothill Municipal Water District
- City of South Pasadena
- Crescenta Valley Water District

RESOURCE ALLOCATIONS

Sample Transportation and Login

Once samples are obtained from your staff and chain of custody is verified, the City's samples are inspected to verify chain of custody and acceptable sample condition as discussed above under sample tracking. The City's staff will be notified immediately if there is any discrepancy between the documentation on the chain of custody and the contents of the sample cooler(s) received, or if we are unable to analyze samples due to unacceptable condition upon receipt.



After thorough inspection and coding, samples are scheduled for processing and analysis, and stored under appropriate conditions until analysis is complete. Your staff will receive email confirmation of successful sample receipt and login automatically generated by our LIMS before the end of the next business day to confirm that the laboratory staff has established a correct work order. Questions regarding any login anomalies will be directed to the City's Project Manager who will contact your staff for clarification.

Sample Container Provision



Bottles for all sampling events will be provided from Eurofins prior to the planned sampling event and stocks of bottles and/or preservation/bottle description information can be provided for on-call and emergency needs. This accommodates both bottles for these pre-scheduled sampling events and stocks of sample bottles,



Eaton Analytical

chain of custody forms, insulated coolers, etc. for easy delivery or on-hand stocks that allow us to accommodate emergency requests for supplies needed in less than twenty-four hours. The Project Manager will follow up directly with the appropriate staff member to verify timely receipt of sampling supplies. Pictured is a typical sample cooler and bottles. Included with each sample kit is a cooler, preserved sample bottles, packing material, bottle order request form, chain of custody form and sampling instructions.

Sample Tracking – Chain of Custody

Once samples are obtained from the City, the chain of custody is verified against the samples received by your analytical services manager, Shea Greiner. When received at one of our two laboratory facilities, the City's samples are inspected to verify chain of custody and acceptable sample condition. LIMS number is assigned at login when received at the laboratory. Samples are then placed in appropriate walk-in coolers unique to each test and properly stored. Each group of samples at this time is assigned a unique sample batch number which is associated with the QC batch. After analysis sample results and QC data are downloaded from the instruments to a DCU file and then to our LIMS where sample LIMS number, batch number and QC batch are all associated. Before release of reports to the client, Shea your project manager does a final review to help ensure that your sample ID and our LIMS tracking information agree.

Analytical Methods and Analysis

The analytical methods performed at Eurofins are based primarily on methods specified by various federal, state and local regulations. If more stringent standards or requirements are included in the mandated test method or by regulation, the laboratory guidance is that all SOPs meet such requirements even if the requirement is more stringent than the corresponding Colorado standard. If it is unclear which requirements are more stringent, the laboratory follows the standard from the method or regulation. **All analysts must follow the QC protocols and essential QC measures specified by the laboratory's method manual (SOPs).** The majority of methods come from the U.S. Environmental Protection Agency. Other common methods are from Standard Methods for the Examination of Water and Wastewater, approved regulatory editions.

It is our policy to be conservative when reporting ND (not detected) on a sample. Consequently, the laboratory has implemented **minimum reporting levels (MRLs)** that must be **at or above the lowest standard** associated with that analytical run rather than reporting to the MDL. This ensures that all data reported as "detected" will have some degree of analytical precision associated with them. Semi-quantitative data below the MRL are available on a client-specific Data Quality Objectives (DQO) basis. An MRL check sample is normally included with every run to verify sensitivity.

Time Required for Testing

Meeting compliance requirements and obtaining accurate information requires dependable reporting. Eurofins has the experience and know exactly the needs of Southern California DDW's reporting requirements. Selecting Eurofins will help ensure that the City and State receives the required data as requested.

Eurofins first goal is to help ensure that the City remains in compliance with regulatory requirements for reporting. Our standard turnaround time is 10-15 working days from receipt of samples. Results will be printed, reviewed, and signed off by Ms. Gomez who will also facilitate timely reporting in advance of your 10th of the month reporting deadline as well as any routine or required rush test requests. Electronic results are submitted via e-mail and/or web access to the City and to DDW. We can also provide data in formats downloadable into 3rd party database platforms such as WaterTrax, SAMS, HachWIMS, etc.

Reporting and Billing

Once Ms. Gomez signs off on a final report, an e-mail notification is sent to provide access to the PDF final report. Our LIMS also generates and posts to the Client Access Portal an EDD file of the sample results in a CSV or other designated format. Prior to report release, Ms. Gomez reviews each PDF and CSV deliverable to ensure correct and complete content. If any errors are found, Ms. Gomez corrects the file and re-generates the original file with the correct one on the CAP.

Final PDF report deliverables include all of the following:

- Signed Cover Page with Project Name and Title referenced
- Sample Acknowledgement
- Chain of Custody
- Hits Report Summary with comparison to regulatory limits
- Sample Results with collection, receipt and analysis dates
- Report Comments/Narrative
- Batch QC Report (lab control spikes, matrix spikes, MRL check, method blank, surrogates)
- Final Report (PDF)
- EDT (EPA CDX and/or DWB Write-On)
- EDD (Customized for your water quality database)

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Invoices include each of the following data elements:

- Project and Sample Group reference
- Sample Identification
- Test(s) Completed
- Unit and Extended Cost
- Total Cost
- Contract or Purchase Order reference

Client Access Portal (CAP)

Eurofins maintains a **secure, online account for your access** all project-related documents. Any designated representative may use project-specific or "master" ID and password to access our web site where PDF versions of the project documents can be accessed. All report documents are delivered electronically via PDF e-mail link. Presently, we maintain records of the City's water quality data dating back to 1990.

Any one of a number of your staff may be designated to receive COCs, acknowledgements, reports and/or invoices for specific projects. Our LIMS system organizes your data by project, allowing for **project-specific reporting & billing**. This also facilitates data mining for project-specific analyze histories or regulatory reports.

Eurofins' LIMS provides real time data queries by project, sample location, analytical parameter and/or data range. This feature is useful for **summary data reporting** and source/system trending. Project status can also be tracked in real time to determine the progress of logins, analysis and reporting.

STAFFING

Qualifications of the Eurofins Key Personnel: Project Management

Ms. Alejandra Gomez is an experienced Analytical Services Manager (ASM) and will continue to work for the City of San Fernando. She works in our Monrovia Laboratory and will be responsible for fulfilling all kit order requests, coordinating front end logistics (deliveries, pick-ups, drop offs) and ensuring reporting of analytical data, reports and invoices correctly and on time. Alejandra approves all logged orders, review all final results and sign off on all reports, EDDs and invoices.

As an added measure of management oversight, Ms. Gomez is supported by a Senior Analytical Service Manager, Yolanda Martin and an Assistant Analytical Services Manager Irene Trang. Ms. Martin supports Alejandra on a contingency basis and will provide management of the project and direct interface with each of our laboratory department supervisors when needed. Ms. Trang serves as a point of contact for courier scheduling, sample login and acknowledgement and field data entry. All 3 team members have a thorough understanding of the City's monitoring and reporting requirements. They are aware also of pending EPA and State Water Board regulations and successfully overseen compliance projects for several CA agencies.

Qualifications of the Eurofins' Key Personnel: Principle Management Team

Eurofins employs 135 permanent professional staff operating in a 34,000 square foot of analytical space. We have a \$750k per year capital budget to fund new testing equipment, support key staff hires, expand our emerging contaminants research, improve information systems and expedite data delivery.

Ms. Gomez and her ASM team are further supported by the following additional senior staff:

Mr. Rick Zimmer who serves as the City's Account Manager. He holds a Bachelor's degree from San Diego State University and Master's Degree from Long Beach State. He has over 20 years industry experience as an Account Manager and Project Manager, including over 25 years with Eurofins. Mr. Zimmer is also member of the American Water Works Association, WaterReuse Association, Groundwater Resources Association and the Association of California Water Agencies.

Mr. Bosco Ramirez, President, has a Bachelor's degree in Chemistry from San Jose State University and has a Master Degree in Analytical Chemistry from Governors State University. He has more than 30 years' experience in the analysis of water, wastewater, soil and food. As President, his ultimate responsibility is ensuring the operational efficiency and accuracy of laboratory procedures, cost analysis, overhead control, marketing, and project management across all lab facilities.

Mr. Fred Haley, Laboratory Director, responsible for overall laboratory operation and performance. He has over 30 years of experience as a Chemist, Field Chemist, Project Manager, Laboratory Director, and VP of Operations. Mr. Haley holds a BS degree in Chemistry from California Polytechnic State University Pomona.

Mr. William Lipps is the Chief Science Officer at Eurofins. He has over 30 years' experience as a chemist and manager of industrial and environmental laboratories, product specialist and product manager for automated chemistry and TOC products, and marketing of both laboratory services and instruments. William is the ASTM Committee D19 chair, the Standard Methods AWWA Joint Editorial Board representative, and a US delegate to ISO TC147. Mr. Lipps has a BS in Geology and Chemistry from Stephen F Austin State University.

Mr. David Tripp, Client Services Manager, has over 30 years of extensive experience in the field of analytical chemistry for the environmental laboratory. He has experience in both organic and inorganic analyses using EPA methods on a variety of analytical instruments. His experience includes installation, operation, maintenance and trouble-shooting of instruments, sample preparation, training analysts, validating data, and supervision of technical staff. Mr. Tripp is responsible for ensuring that the service needs of our clients are met through the supervision of our project management staff. Mr. Tripp has a BS in Business Management from Azusa Pacific University.

Mr. Walter Hsieh, Manager of Operations, has over 30 years' experience in environmental testing and has been with Eurofins for the past 13 years. He oversees all laboratory operations and coordinates staff activities for the laboratory. Mr. Hsieh holds a BS in Chemistry from Loma Linda University.

Ms. Nilda Cox, Laboratory QA Officer, has over 30 years of analytical experience, including 15 years as the QA Manager at Eurofins. She will help ensure that all water testing is conducted in strict adherence to Eurofins's Quality Assurance Plan, that Eurofins at all times meets Washington State certification and EPA requirements for analytical testing and that we maintain certification throughout each contract term. Ms. Cox currently serves on the Onsite Assessment Committee for TNI and is routinely involved with municipal & state agencies, assisting with analytical methods development and laboratory accreditation. Ms. Cox holds a BS in Chemistry from the University Of Santo Tomas Philippines.

Key analytical managers include:

- **Mr. Korus Vaziri**, Organics and Technical Manager, has a total of 28 years' experience environmental industry and oversees Semi-volatiles, Explosives and Endothall methods.
- **Mr. Ali Haghani**, HPLC/LCMS and Technical Manager, has a total of 22 years' experience in the environmental industry, 13 years with Eurofins and oversees methods that include Perchlorate, Bromate, Diquat, PPCPs.
- **Ms. Lisa Ramirez**, Inorganic Supervisor, has 25 years' experience in environmental chemistry, 10 years with Eurofins and oversees Metals, Anions, Wet Chemistry and Radiochemistry.
- **Ms. Polly Bowerman**, Microbiology Manager, has 14 years of experience in microbiology and 9 years with Eurofins. She oversees the Microbiology department.

DEBARRED, SUSPENDED or INELIGIBLE CONTRACTORS

Eurofins certifies by submission of our response to this solicitation that neither we nor our principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction with Federal, State or local regulatory bodies/agencies.

PROPOSAL FEES

Eurofins is pleased to submit the following schedule of fees for analytical and other services. Our intent is to negotiate a mutually agreeable contract with the City. Therefore, all fees are subject to further modification based on your feedback and our input.

Item	Unit Price
Total/Fecal Coliform w/E.Coli (presence/absence)	\$10
Total Coliform (MPN)	\$12
Heterotrophic Plate Count	\$10
Nitrate as N	\$15
Nitrate as N (same day results)	\$25
Nitrite as N	\$15
Sulfate	\$15
Fluoride	\$15
Conductivity	\$15
General Mineral & Inorganics	\$400
General Physical	\$30
Perchlorate (2 ppb)	\$50
Perchlorate (1 ppb)	\$100
Hexavalent Chromium	\$50
Asbestos	\$300
Trihalomethanes	\$75
Haloacetic Acids	\$150
Gross Alpha	\$50
Volatile Organics (short list)	\$100
Volatile Organics (extended list)	\$150
1,2,3-Trichloropropane	\$125
Nitrosamines (NDMA only)	\$250
Nitrosamines (extended list)	\$400
Synthetic Organics (551, 525, 505, 515, 531, 547, 548, 549, 1613)	\$1750
UCMR4 – AM1	\$1400
UCMR4 – AM2 (TOC and Bromide)	\$100
UCMR4 – AM2 (Brominated HAAs)	\$200

Fees for non-analytical services are as follows:

<u>Item</u>	<u>Unit Price</u>
Sample Kit (containers, COC, gel packs, packing slip, cooler)	No Charge
Sample Kit Delivery (M-W-F)	No Charge
Sample Pick Up (M-W-F)	No Charge
Sample Pick Up (M-W-F expedited)	\$75
Level 2 QC (Lab Spikes, Matrix Spikes, Blanks, Surrogates)	No Charge
Hardcopy Reports (via PDF)	No Charge
Electronic Reports (via CSV or Excel)	No Charge
Electronic Data Transfer to CA Write-On (for Title 22)	No Charge
Electronic Data Transfer to EPA CDX (for UCMR4)	No Charge
Website Access, Data Retrieval, Archive & Reporting	No Charge

<u>Item</u>	<u>Surcharge</u>
Results within 15 working days	No Charge
Results for 10 th of the month samples rec'd in last week of the month	No Charge
Results within 5 working days	1.5 x listed unit price
Results within 2-3 working days	2.0 x listed unit price
Results within 1 working day	3.0 x listed unit price

<u>Item</u>	<u>Hourly Rate</u>
Senior Professional	\$300
Professional	\$200
Technician	\$150
Field Sampler Training (Contact Hours credit)	No Charge
Regulatory Training (Contact Hours credit)	No Charge



Eaton Analytical



Appendix A: Certifications



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

CALIFORNIA STATE



ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

CERTIFICATE OF ENVIRONMENTAL ACCREDITATION

Is hereby granted to

Eurofins Eaton Analytical, LLC - Monrovia

750 Royal Oaks Drive, Suite 100

Monrovia, CA 91016

Scope of the certificate is limited to the
"Fields of Testing"
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection,
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2813**

Expiration Date: **2/1/2019**

Effective Date: **2/1/2017**

Sacramento, California
subject to forfeiture or revocation

A handwritten signature in cursive script, reading "Christine Sotelo".

Christine Sotelo, Chief
Environmental Laboratory Accreditation Program



**CALIFORNIA STATE
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM
Accredited Fields of Testing**


Eurofins Eaton Analytical, LLC - Monrovia

750 Royal Oaks Drive, Suite 100
Monrovia, CA 91016
Phone: (626) 386-1100

Certificate No. 2813
Expiration Date 2/1/2019

Field of Testing: 101 - Microbiology of Drinking Water

101.010	001	Heterotrophic Bacteria	SM9215 B
101.020	001	Total Coliform P/A	SM9221 B
101.020	002	Fecal Coliform P/A	SM9221 B,E
101.020	003	E. coli P/A	SM9221 B,F
101.020	004	Total Coliform (Enumeration)	SM9221 B,C
101.020	005	Fecal Coliform (Enumeration)	SM9221 B,E
101.020	006	E. coli (Enumeration)	SM9221 B,F
101.050	001	Total Coliform P/A	SM9223 B (Colilert)
101.050	002	E. coli P/A	SM9223 B (Colilert)
101.050	003	Total Coliform (Enumeration)	SM9223 B (Colilert)
101.050	004	E. coli (Enumeration)	SM9223 B (Colilert)
101.050	005	Total Coliform P/A	SM9223 (Colilert 18)
101.050	006	E. coli P/A	SM9223 (Colilert 18)
101.050	007	Total Coliform (Enumeration)	SM9223 (Colilert 18)
101.050	008	E. coli (Enumeration)	SM9223 (Colilert 18)
101.050	009	Total Coliform P/A	SM9223 B (Colisure)
101.050	010	E. coli P/A	SM9223 B (Colisure)
101.140	001	Enterococci	SM9230 B
101.170	001	Enterococci	Enterolert

Field of Testing: 102 - Inorganic Chemistry of Drinking Water

102.015	001	Hydrogen Ion (pH)	EPA 150.1
102.020	001	Turbidity	EPA 180.1
102.026	001	Calcium	EPA 200.7
102.026	002	Magnesium	EPA 200.7
102.026	003	Potassium	EPA 200.7
102.026	004	Silica	EPA 200.7
102.026	005	Sodium	EPA 200.7
102.026	006	Hardness (calculation)	EPA 200.7
102.030	001	Bromide	EPA 300.0
102.030	002	Chlorate	EPA 300.0
102.030	003	Chloride	EPA 300.0
102.030	004	Chlorite	EPA 300.0
102.030	006	Nitrate (as N)	EPA 300.0
102.030	007	Nitrite (as N)	EPA 300.0

As of 10/8/2018, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC - Monrovia**Certificate No.** 2813**Expiration Date** 2/1/2019

102.030	009	Sulfate	EPA 300.0
102.040	001	Bromide	EPA 300.1
102.040	002	Chlorite	EPA 300.1
102.040	003	Chlorate	EPA 300.1
102.040	004	Bromate	EPA 300.1
102.040	008	Nitrite (as N)	EPA 300.1
102.044	001	Bromate	EPA 317.0
102.045	001	Perchlorate	EPA 314.0
102.047	001	Perchlorate	EPA 331.0
102.050	001	Cyanide, Total	EPA 335.4
102.060	001	Nitrate (as N) (Calculation)	EPA 353.2
102.061	001	Nitrite	EPA 353.2
102.070	001	Phosphate, Ortho	EPA 365.1
102.090	001	Bromate	EPA 557
102.095	001	Turbidity	SM2130B-2001
102.100	001	Alkalinity	SM2320B-1997
102.120	001	Hardness (calculation)	SM2340B-1997
102.130	001	Conductivity	SM2510B-1997
102.140	001	Residue, Filterable TDS	SM2540C-1997
102.175	001	Chlorine, Free	SM4500-Cl G-2000
102.175	002	Chlorine, Total Residual	SM4500-Cl G-2000
102.180	001	Chlorine Dioxide	SM4500-ClO2 D
102.191	001	Cyanide, Total	SM4500-CN F
102.192	001	Cyanide, amenable	SM4500-CN G
102.200	001	Fluoride	SM4500-F C-2011
102.203	001	Hydrogen Ion (pH)	SM4500-H+ B-2000
102.240	001	Phosphate, Ortho (as P)	SM4500-P E-1999
102.242	001	Silica	SM4500-SiO2 C-1997
102.262	001	Total Organic Carbon TOC	SM5310C-2000
102.263	001	Dissolved Organic Carbon (DOC)	SM5310C-2000
102.270	001	Surfactants	SM5540 C-2000
102.280	001	UV254	SM5910 B-2011

Field of Testing: 103 - Toxic Chemical Elements of Drinking Water

103.130	001	Aluminum	EPA 200.7
103.130	003	Barium	EPA 200.7
103.130	004	Beryllium	EPA 200.7
103.130	005	Cadmium	EPA 200.7
103.130	007	Chromium	EPA 200.7
103.130	008	Copper	EPA 200.7
103.130	009	Iron	EPA 200.7
103.130	011	Manganese	EPA 200.7
103.130	012	Nickel	EPA 200.7

Eurofins Eaton Analytical, LLC - Monrovia**Certificate No.** 2813**Expiration Date** 2/1/2019

103.130	015	Silver	EPA 200.7
103.130	017	Zinc	EPA 200.7
103.130	018	Boron	EPA 200.7
103.140	001	Aluminum	EPA 200.8
103.140	002	Antimony	EPA 200.8
103.140	003	Arsenic	EPA 200.8
103.140	004	Barium	EPA 200.8
103.140	005	Beryllium	EPA 200.8
103.140	006	Cadmium	EPA 200.8
103.140	007	Chromium	EPA 200.8
103.140	008	Copper	EPA 200.8
103.140	009	Lead	EPA 200.8
103.140	010	Manganese	EPA 200.8
103.140	012	Nickel	EPA 200.8
103.140	013	Selenium	EPA 200.8
103.140	014	Silver	EPA 200.8
103.140	015	Thallium	EPA 200.8
103.140	016	Zinc	EPA 200.8
103.140	018	Vanadium	EPA 200.8
103.160	001	Mercury	EPA 245.1
103.301	001	Asbestos	EPA 100.2
103.310	001	Chromium (VI)	EPA 218.6
103.311	001	Chromium (VI)	EPA 218.7

Field of Testing: 104 - Volatile Organic Chemistry of Drinking Water

104.030	001	1,2-Dibromoethane (EDB, Ethylene Dibromide)	EPA 504.1
104.030	002	1,2-Dibromo-3-chloropropane (DBCP)	EPA 504.1
104.035	001	1,2,3-Trichloropropane (TCP)	SRL 524M-TCP
104.040	000	Volatile Organic Compounds	EPA 524.2
104.040	001	Benzene	EPA 524.2
104.040	007	n-Butylbenzene	EPA 524.2
104.040	008	sec-Butylbenzene	EPA 524.2
104.040	009	tert-Butylbenzene	EPA 524.2
104.040	010	Carbon Tetrachloride	EPA 524.2
104.040	011	Chlorobenzene	EPA 524.2
104.040	015	2-Chlorotoluene	EPA 524.2
104.040	016	4-Chlorotoluene	EPA 524.2
104.040	019	1,3-Dichlorobenzene	EPA 524.2
104.040	020	1,2-Dichlorobenzene	EPA 524.2
104.040	021	1,4-Dichlorobenzene	EPA 524.2
104.040	022	Dichlorodifluoromethane	EPA 524.2
104.040	023	1,1-Dichloroethane	EPA 524.2
104.040	024	1,2-Dichloroethane	EPA 524.2

As of 10/8/2018, this list supersedes all previous lists for this certificate number.
 Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC - Monrovia**Certificate No.** 2813**Expiration Date** 2/1/2019

104.040	025	1,1-Dichloroethene (1,1-Dichloroethylene)	EPA 524.2
104.040	026	cis-1,2-Dichloroethene	EPA 524.2
104.040	027	trans-1,2-Dichloroethene	EPA 524.2
104.040	028	Dichloromethane (Methylene Chloride)	EPA 524.2
104.040	029	1,2-Dichloropropane	EPA 524.2
104.040	033	cis-1,3-Dichloropropene	EPA 524.2
104.040	034	trans-1,3-Dichloropropene	EPA 524.2
104.040	035	Ethylbenzene	EPA 524.2
104.040	037	Isopropylbenzene	EPA 524.2
104.040	039	Naphthalene	EPA 524.2
104.040	041	N-propylbenzene	EPA 524.2
104.040	042	Styrene	EPA 524.2
104.040	043	TNI	EPA 524.2
104.040	044	1,1,2,2-Tetrachloroethane	EPA 524.2
104.040	045	Tetrachloroethylene (Perchloroethylene)	EPA 524.2
104.040	046	Toluene	EPA 524.2
104.040	047	1,2,3-Trichlorobenzene	EPA 524.2
104.040	048	1,2,4-Trichlorobenzene	EPA 524.2
104.040	049	1,1,1-Trichloroethane	EPA 524.2
104.040	050	1,1,2-Trichloroethane	EPA 524.2
104.040	051	Trichloroethene	EPA 524.2
104.040	052	Trichlorofluoromethane	EPA 524.2
104.040	054	1,2,4-Trimethylbenzene	EPA 524.2
104.040	055	1,3,5-Trimethylbenzene	EPA 524.2
104.040	056	Vinyl Chloride	EPA 524.2
104.040	057	Xylenes, Total	EPA 524.2
104.040	061	Carbon Disulfide	EPA 524.2
104.040	062	Methyl Isobutyl Ketone	EPA 524.2
104.045	000	Trihalomethanes, Total	EPA 524.2
104.045	001	Bromodichloromethane	EPA 524.2
104.045	002	Bromoform	EPA 524.2
104.045	003	Chloroform	EPA 524.2
104.045	004	Dibromochloromethane	EPA 524.2
104.050	000	Gasoline Additives	EPA 524.2
104.050	002	Methyl tert-butyl Ether (MTBE)	EPA 524.2
104.050	003	tert-Amyl Methyl Ether (TAME)	EPA 524.2
104.050	004	Ethyl tert-butyl Ether (ETBE)	EPA 524.2
104.050	005	Trichlorotrifluoroethane	EPA 524.2
104.050	006	tert-Butyl Alcohol (TBA)	EPA 524.2

Field of Testing: 105 - Semi-volatile Organic Chemistry of Drinking Water

105.010	000	Pesticides	EPA 505
105.010	002	Alachlor	EPA 505

Eurofins Eaton Analytical, LLC - Monrovia**Certificate No.** 2813**Expiration Date** 2/1/2019

105.010	004	Chlordane	EPA 505
105.010	006	Endrin	EPA 505
105.010	007	Heptachlor	EPA 505
105.010	008	Heptachlor Epoxide	EPA 505
105.010	011	Lindane	EPA 505
105.010	012	Methoxychlor	EPA 505
105.010	014	Toxaphene	EPA 505
105.010	015	PCBs as Aroclors (screen)	EPA 505
105.083	000	Chlorinated Acids	EPA 515.4
105.083	001	2,4-D	EPA 515.4
105.083	002	Dinoseb	EPA 515.4
105.083	003	Pentachlorophenol	EPA 515.4
105.083	004	Picloram	EPA 515.4
105.083	005	2,4,5-TP (Silvex)	EPA 515.4
105.083	006	Dalapon	EPA 515.4
105.083	007	Bentazon	EPA 515.4
105.083	008	Dicamba	EPA 515.4
105.090	000	Semi-volatile Organic Compounds	EPA 525.2
105.090	001	Alachlor	EPA 525.2
105.090	002	Aldrin	EPA 525.2
105.090	003	Atrazine	EPA 525.2
105.090	004	Benzo(a)pyrene	EPA 525.2
105.090	005	Butachlor	EPA 525.2
105.090	006	Chlordane	EPA 525.2
105.090	007	Dieldrin	EPA 525.2
105.090	008	Di(2-ethylhexyl) Adipate	EPA 525.2
105.090	009	Di(2-ethylhexyl) Phthalate	EPA 525.2
105.090	013	Endrin	EPA 525.2
105.090	014	Heptachlor	EPA 525.2
105.090	015	Heptachlor Epoxide	EPA 525.2
105.090	016	Hexachlorobenzene	EPA 525.2
105.090	017	Hexachlorocyclopentadiene	EPA 525.2
105.090	018	Lindane	EPA 525.2
105.090	019	Methoxychlor	EPA 525.2
105.090	022	Molinate	EPA 525.2
105.090	025	Simazine	EPA 525.2
105.101	000	Carbamates	EPA 531.2
105.101	001	Carbofuran	EPA 531.2
105.101	002	Oxamyl	EPA 531.2
105.101	003	Aldicarb	EPA 531.2
105.101	004	Aldicarb Sulfone	EPA 531.2
105.101	005	Aldicarb Sulfoxide	EPA 531.2

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105.101	006	Carbaryl	EPA 531.2
105.101	007	3-Hydroxycarbofuran	EPA 531.2
105.101	008	Methomyl	EPA 531.2
105.105	001	N-ethyl perfluorooctanesulfonamidoacetic Acid	EPA 537 Rev 1.1
105.105	002	N-methyl perfluorooctanesulfonamidoacetic Acid	EPA 537 Rev 1.1
105.105	003	Perfluorobutanesulfonic Acid (PFBS)	EPA 537 Rev 1.1
105.105	004	Perfluorodecanoic Acid (PFDA)	EPA 537 Rev 1.1
105.105	005	Perfluorododecanoic Acid (PFDoA)	EPA 537 Rev 1.1
105.105	006	Perfluoroheptanoic Acid (PFHpA)	EPA 537 Rev 1.1
105.105	007	Perfluorohexanesulfonic Acid (PFHxS)	EPA 537 Rev 1.1
105.105	008	Perfluorohexanoic Acid (PFHxA)	EPA 537 Rev 1.1
105.105	009	Perfluorononanoic Acid (PFNA)	EPA 537 Rev 1.1
105.105	010	Perfluorooctanoic Acid (PFOA)	EPA 537 Rev 1.1
105.105	011	Perfluorooctylsulfonic Acid (PFOS)	EPA 537 Rev 1.1
105.105	012	Perfluorotetradecanoic Acid (PFTA)	EPA 537 Rev 1.1
105.105	013	Perfluorotridecanoic Acid (PFTTrDA)	EPA 537 Rev 1.1
105.105	014	Perfluoroundecanoic Acid (PFUnA)	EPA 537 Rev 1.1
105.120	001	Glyphosate	EPA 547
105.140	001	Endothall	EPA 548.1
105.150	001	Diquat	EPA 549.2
105.170	010	1,2-Dibromo-3-chloropropane (DBCP)	EPA 551.1
105.170	011	1,2-Dibromoethane (EDB, Ethylene Dibromide)	EPA 551.1
105.175	001	Bromodichloromethane	EPA 551.1
105.175	002	Bromoform	EPA 551.1
105.175	003	Chloroform	EPA 551.1
105.175	004	Dibromochloromethane	EPA 551.1
105.175	005	Trihalomethanes	EPA 551.1
105.190	001	Bromoacetic Acid	SM6251B
105.190	003	Chloroacetic Acid	SM6251B
105.190	005	Dibromoacetic Acid	SM6251B
105.190	006	Dichloroacetic Acid	SM6251B
105.190	007	Trichloroacetic Acid	SM6251B
105.190	008	Haloacetic Acids (HAA5)	SM6251B
105.190	010	Chlorinated Herbicides	SM6251B
105.191	001	Haloacetic Acids (HAA5)	SM6251B (20th)
105.201	001	Haloacetic Acids (HAA5)	EPA 552.3 Interim
105.230	001	2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD)	EPA 1613B
105.230	002	2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD)	EPA 1613B
105.99		Thiobencarb	EPA 525.2

Field of Testing: 106 - Radiochemistry of Drinking Water

106.010	001	Gross Alpha and Beta Radiation	EPA 900.0
106.010	002	Gross Beta	EPA 900.0

Eurofins Eaton Analytical, LLC - Monrovia**Certificate No.** 2813**Expiration Date** 2/1/2019

106.092	001	Uranium	EPA 200.8
106.270	001	Gross Alpha by Coprecipitation	SM7110 C
106.610	001	Radon-222	SM7500-Rn
106.651	001	Radium-226	Georgia Inst. of Tech. rev 1.2
106.651	002	Radium-228	Georgia Inst. of Tech. rev 1.2

Field of Testing: 107 - Microbiology of Wastewater

107.010	001	Heterotrophic Bacteria	SM9215 B
107.020	002	Total Coliform (Enumeration)	SM9221 B,E-2006
107.030	002	Total Coliform with Chlorine Present	SM9221 B,C-2006
107.040	002	Fecal Coliform (Enumeration)	SM9221 C,E-2006
107.050	002	Fecal Coliform with Chlorine Present	SM9221 C,E-2006
107.100	002	Fecal Streptococci	SM9230 B-2007
107.242	001	Enterococci	Enterolert
107.245	001	E. coli (Enumeration)	SM9223 (Colilert 18)
107.245	002	E. coli (Enumeration)	SM9223 B (Colilert)
107.247	001	E. coli (Enumeration)	SM9221 B,F-2006

Field of Testing: 108 - Inorganic Chemistry of Wastewater

108.020	001	Conductivity	EPA 120.1
108.090	001	Residue, Volatile	EPA 160.4
108.110	001	Turbidity	EPA 180.1
108.112	001	Boron	EPA 200.7
108.112	002	Calcium	EPA 200.7
108.112	003	Hardness (calculation)	EPA 200.7
108.112	004	Magnesium	EPA 200.7
108.112	005	Potassium	EPA 200.7
108.112	006	Silica, Dissolved	EPA 200.7
108.112	007	Sodium	EPA 200.7
108.120	001	Bromide	EPA 300.0
108.120	002	Chloride	EPA 300.0
108.120	003	Fluoride	EPA 300.0
108.120	008	Sulfate	EPA 300.0
108.120	012	Nitrate (as N)	EPA 300.0
108.120	013	Nitrate-Nitrite (as N)	EPA 300.0
108.120	014	Nitrite (as N)	EPA 300.0
108.183	001	Cyanide, Total	EPA 335.4
108.209	001	Ammonia (as N)	EPA 350.1
108.211	002	Kjeldahl Nitrogen, Total (as N)	EPA 351.2
108.232	003	Nitrate-Nitrite (as N)	EPA 353.2
108.232	004	Nitrite (as N)	EPA 353.2
108.260	001	Phosphate, Ortho	EPA 365.1
108.261	001	Phosphorus, Total	EPA 365.1
108.323	001	Chemical Oxygen Demand	EPA 410.4

As of 10/8/2018, this list supersedes all previous lists for this certificate number.
 Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC - Monrovia**Certificate No.** 2813**Expiration Date** 2/1/2019

108.360	001	Phenols, Total	EPA 420.1
108.362	001	Phenols, Total	EPA 420.4
108.385	001	Color	SM2120B-2001
108.390	001	Turbidity	SM2130B-2001
108.410	001	Alkalinity	SM2320B-1997
108.420	001	Hardness (calculation)	SM2340B-1997
108.430	001	Conductivity	SM2510B-1997
108.439	001	Residue, Volatile	SM2540E-1997
108.440	001	Residue, Total	SM2540B-1997
108.441	001	Residue, Filterable TDS	SM2540C-1997
108.442	001	Residue, Non-filterable TSS	SM2540D-1997
108.443	001	Residue, Settleable	SM2540F-1997
108.465	001	Chlorine, Total Residual	SM4500-Cl G-2000
108.465	002	Chlorine, Free	SM4500-Cl G-2000
108.473	001	Cyanide, amenable	SM4500-CN G-1999
108.474	001	Cyanide, Total	SM4500-CN F-1999
108.490	001	Hydrogen Ion (pH)	SM4500-H+ B-2000
108.540	001	Phosphate, Ortho (as P)	SM4500-P E-1999
108.541	001	Phosphorus, Total	SM4500-P E-1999
108.552	001	Silica, Dissolved	SM4500-SiO ₂ C-1997
108.584	001	Sulfide (as S)	SM4500-S D-2000
108.592	001	Biochemical Oxygen Demand	SM5210B-2001
108.592	002	Carbonaceous BOD	SM5210B-2001
108.595	001	Chemical Oxygen Demand	SM5220D-1997
108.597	001	Organic Carbon-Total (TOC)	SM5310C-2000
108.605	001	Surfactants	SM5540 C-2000

Field of Testing: 109 - Toxic Chemical Elements of Wastewater

109.010	001	Aluminum	EPA 200.7
109.010	002	Antimony	EPA 200.7
109.010	004	Barium	EPA 200.7
109.010	005	Beryllium	EPA 200.7
109.010	006	Boron	EPA 200.7
109.010	007	Cadmium	EPA 200.7
109.010	009	Chromium	EPA 200.7
109.010	010	Cobalt	EPA 200.7
109.010	011	Copper	EPA 200.7
109.010	012	Iron	EPA 200.7
109.010	013	Lead	EPA 200.7
109.010	015	Manganese	EPA 200.7
109.010	016	Molybdenum	EPA 200.7
109.010	017	Nickel	EPA 200.7
109.010	021	Silver	EPA 200.7

Eurofins Eaton Analytical, LLC - Monrovia**Certificate No.** 2813**Expiration Date** 2/1/2019

109.010	023	Thallium	EPA 200.7
109.010	024	Tin	EPA 200.7
109.010	025	Titanium	EPA 200.7
109.010	026	Vanadium	EPA 200.7
109.010	027	Zinc	EPA 200.7
109.020	001	Aluminum	EPA 200.8
109.020	002	Antimony	EPA 200.8
109.020	003	Arsenic	EPA 200.8
109.020	004	Barium	EPA 200.8
109.020	005	Beryllium	EPA 200.8
109.020	006	Cadmium	EPA 200.8
109.020	007	Chromium	EPA 200.8
109.020	008	Cobalt	EPA 200.8
109.020	009	Copper	EPA 200.8
109.020	010	Lead	EPA 200.8
109.020	011	Manganese	EPA 200.8
109.020	012	Molybdenum	EPA 200.8
109.020	013	Nickel	EPA 200.8
109.020	014	Selenium	EPA 200.8
109.020	015	Silver	EPA 200.8
109.020	016	Thallium	EPA 200.8
109.020	017	Vanadium	EPA 200.8
109.020	018	Zinc	EPA 200.8
109.020	022	Tin	EPA 200.8
109.020	023	Titanium	EPA 200.8
109.104	001	Chromium (VI)	EPA 218.6
109.190	001	Mercury	EPA 245.1
109.445	002	Chromium (VI)	SM3500-Cr B-2009
109.446	001	Chromium (VI)	SM3500-Cr C-2009

Field of Testing: 112 - Radiochemistry of Wastewater

112.010	001	Gross Alpha and Beta Radiation	EPA 900.0
112.010	002	Gross Beta	EPA 900.0

Field of Testing: 114 - Inorganic Chemistry of Hazardous Waste

114.010	001	Antimony	EPA 6010B	Aqueous Only
114.010	003	Barium	EPA 6010B	Aqueous Only
114.010	004	Beryllium	EPA 6010B	Aqueous Only
114.010	005	Cadmium	EPA 6010B	Aqueous Only
114.010	006	Chromium	EPA 6010B	Aqueous Only
114.010	007	Cobalt	EPA 6010B	Aqueous Only
114.010	008	Copper	EPA 6010B	Aqueous Only
114.010	009	Lead	EPA 6010B	Aqueous Only
114.010	010	Molybdenum	EPA 6010B	Aqueous Only

As of 10/8/2018, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC - Monrovia**Certificate No.** 2813**Expiration Date** 2/1/2019

114.010	011	Nickel	EPA 6010B	Aqueous Only
114.010	013	Silver	EPA 6010B	Aqueous Only
114.010	014	Thallium	EPA 6010B	Aqueous Only
114.010	015	Vanadium	EPA 6010B	Aqueous Only
114.010	016	Zinc	EPA 6010B	Aqueous Only
114.020	001	Antimony	EPA 6020	Aqueous Only
114.020	002	Arsenic	EPA 6020	Aqueous Only
114.020	003	Barium	EPA 6020	Aqueous Only
114.020	004	Beryllium	EPA 6020	Aqueous Only
114.020	005	Cadmium	EPA 6020	Aqueous Only
114.020	006	Chromium	EPA 6020	Aqueous Only
114.020	007	Cobalt	EPA 6020	Aqueous Only
114.020	008	Copper	EPA 6020	Aqueous Only
114.020	009	Lead	EPA 6020	Aqueous Only
114.020	010	Molybdenum	EPA 6020	Aqueous Only
114.020	011	Nickel	EPA 6020	Aqueous Only
114.020	012	Selenium	EPA 6020	Aqueous Only
114.020	013	Silver	EPA 6020	Aqueous Only
114.020	014	Thallium	EPA 6020	Aqueous Only
114.020	015	Vanadium	EPA 6020	Aqueous Only
114.020	016	Zinc	EPA 6020	Aqueous Only
114.103	001	Chromium (VI)	EPA 7196A	Aqueous Only
114.106	001	Chromium (VI)	EPA 7199	Aqueous Only
114.140	001	Mercury	EPA 7470A	Aqueous Only
114.240	001	Corrosivity - pH Determination	EPA 9040B	Aqueous Only
114.270	001	Fluoride	EPA 9214	Aqueous Only

Field of Testing: 116 - Volatile Organic Chemistry of Hazardous Waste

116.010	000	EDB and DBCP	EPA 8011	Aqueous Only
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STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

CALIFORNIA STATE



ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

CERTIFICATE OF ENVIRONMENTAL ACCREDITATION

Is hereby granted to

Eurofin Eaton Analytical, LLC

110 South Hill Street

South Bend, IN 46617

Scope of the certificate is limited to the
"Fields of Testing"
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection,
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2920**

Expiration Date: **9/16/2019**

Effective Date: **9/17/2018**

Sacramento, California
subject to forfeiture or revocation

A handwritten signature in cursive script, reading "Christine Sotelo".

Christine Sotelo, Chief
Environmental Laboratory Accreditation Program

EDMUND G. BROWN JR.
GOVERNORMATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

January 15, 2019

Matthew Hartz
Eurofin Eaton Analytical, LLC
110 South Hill Street
South Bend, IN 46617

Dear Matthew Hartz:

Certificate No. 2920

This notice advises that the laboratory named above has been certified as an environmental testing laboratory pursuant to the provisions of the Health and Safety Code (HSC), Division 101, Part 1, Chapter 4, Section 100825, *et seq.*

The Fields of Testing for which this laboratory has been certified are indicated on the enclosed "Fields of Testing" list. The certificate shall remain in effect until **September 16, 2019** unless it is revoked. This certificate is subject to an annual fee as determined by HSC 100860.1(a).

The application for renewal of this certificate must be received 90 days prior to the expiration date to remain in force according to HSC 100845(a). You must submit annual Proficiency Testing results before the due date of your annual fee to remain in compliance.

Any change in laboratory location or alteration to laboratory structure that could adversely affect quality of analysis in certified methods require notification prior to the change. Notification is also required for a transfer in ownership or appointment of new laboratory director within 30 days of the change (HSC, Section 100845(b) and (d)).

Your continued cooperation with the above requirements is essential for maintaining the high quality of the data produced by environmental laboratories certified by the State of California.

Please contact our office at (916) 323-3431 or elapca@waterboards.ca.gov with questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christine Sotelo".

Christine Sotelo, Chief
Environmental Laboratory Accreditation Program

Enclosure



**CALIFORNIA STATE
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM
Accredited Fields of Testing**

**Eurofin Eaton Analytical, LLC**

110 South Hill Street
South Bend, IN 46617
Phone: (574) 233-4777

Certificate No. **2920**
Expiration Date **9/16/2019**

Field of Testing: 102 - Inorganic Chemistry of Drinking Water

102.015	001	Hydrogen Ion (pH)	EPA 150.1
102.020	001	Turbidity	EPA 180.1
102.026	001	Calcium	EPA 200.7
102.026	002	Magnesium	EPA 200.7
102.026	003	Potassium	EPA 200.7
102.026	004	Silica	EPA 200.7
102.026	005	Sodium	EPA 200.7
102.030	001	Bromide	EPA 300.0
102.030	002	Chlorate	EPA 300.0
102.030	003	Chloride	EPA 300.0
102.030	004	Chlorite	EPA 300.0
102.030	005	Fluoride	EPA 300.0
102.030	006	Nitrate (as N)	EPA 300.0
102.030	009	Sulfate (as SO ₄)	EPA 300.0
102.040	004	Bromate	EPA 300.1
102.044	001	Bromate	EPA 317.0
102.047	001	Perchlorate	EPA 331.0
102.050	001	Cyanide, Total	EPA 335.4
102.060	001	Nitrate (as N) (Calculation)	EPA 353.2
102.061	001	Nitrite	EPA 353.2
102.100	001	Alkalinity	SM 2320 B-1997
102.120	001	Hardness (Calculation)	SM 2340 B-1997
102.130	001	Specific Conductance	SM 2510 B-1997
102.140	001	Residue, Filterable TDS	SM 2540 C-1997
102.175	001	Chlorine, Free	SM 4500-Cl G-2000
102.175	002	Chlorine, Total Residual	SM 4500-Cl G-2000
102.200	001	Fluoride	SM 4500-F C-2011
102.240	001	Phosphate, Ortho (as P)	SM 4500-P E-1999
102.262	001	Total Organic Carbon TOC	SM 5310 C-2000
102.263	001	Dissolved Organic Carbon (DOC)	SM 5310 C-2000
102.280	001	UV254	SM 5910 B-2011

Field of Testing: 103 - Toxic Chemical Elements of Drinking Water

103.130	009	Iron	EPA 200.7
103.140	001	Aluminum	EPA 200.8
103.140	002	Antimony	EPA 200.8
103.140	003	Arsenic	EPA 200.8
103.140	004	Barium	EPA 200.8
103.140	005	Beryllium	EPA 200.8

As of 1/15/2019, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofin Eaton Analytical, LLC**Certificate No.:** 2920**Expiration Date:** 9/16/2019

103.140	006	Cadmium	EPA 200.8
103.140	007	Chromium	EPA 200.8
103.140	008	Copper	EPA 200.8
103.140	009	Lead	EPA 200.8
103.140	010	Manganese	EPA 200.8
103.140	012	Nickel	EPA 200.8
103.140	013	Selenium	EPA 200.8
103.140	014	Silver	EPA 200.8
103.140	015	Thallium	EPA 200.8
103.140	016	Zinc	EPA 200.8
103.140	017	Boron	EPA 200.8
103.140	018	Vanadium	EPA 200.8
103.160	001	Mercury	EPA 245.1
103.310	001	Chromium (VI)	EPA 218.6
103.311	001	Chromium (VI)	EPA 218.7

Field of Testing: 104 - Volatile Organic Chemistry of Drinking Water

104.030	001	1,2-Dibromoethane (EDB, Ethylene Dibromide)	EPA 504.1
104.030	002	1,2-Dibromo-3-chloropropane (DBCP)	EPA 504.1
104.040	000	Volatile Organic Compounds	EPA 524.2
104.040	001	Benzene	EPA 524.2
104.040	007	n-Butylbenzene	EPA 524.2
104.040	008	sec-Butylbenzene	EPA 524.2
104.040	009	tert-Butylbenzene	EPA 524.2
104.040	010	Carbon Tetrachloride	EPA 524.2
104.040	011	Chlorobenzene	EPA 524.2
104.040	015	2-Chlorotoluene	EPA 524.2
104.040	016	4-Chlorotoluene	EPA 524.2
104.040	019	1,3-Dichlorobenzene	EPA 524.2
104.040	020	1,2-Dichlorobenzene	EPA 524.2
104.040	021	1,4-Dichlorobenzene	EPA 524.2
104.040	022	Dichlorodifluoromethane	EPA 524.2
104.040	023	1,1-Dichloroethane	EPA 524.2
104.040	024	1,2-Dichloroethane	EPA 524.2
104.040	025	1,1-Dichloroethene (1,1-Dichloroethylene)	EPA 524.2
104.040	026	cis-1,2-Dichloroethene	EPA 524.2
104.040	027	trans-1,2-Dichloroethene	EPA 524.2
104.040	028	Dichloromethane (Methylene Chloride)	EPA 524.2
104.040	029	1,2-Dichloropropane	EPA 524.2
104.040	033	cis-1,3-Dichloropropene	EPA 524.2
104.040	034	trans-1,3-Dichloropropene	EPA 524.2
104.040	035	Ethylbenzene	EPA 524.2
104.040	037	Isopropylbenzene	EPA 524.2
104.040	039	Naphthalene	EPA 524.2
104.040	041	N-propylbenzene	EPA 524.2
104.040	042	Styrene	EPA 524.2
104.040	043	1,1,1,2-Tetrachloroethane	EPA 524.2
104.040	044	1,1,2,2-Tetrachloroethane	EPA 524.2

As of 1/15/2019, this list supersedes all previous lists for this certificate number.
 Customers: Please verify the current accreditation standing with the State.

Eurofin Eaton Analytical, LLC

Certificate No.: 2920
 Expiration Date: 9/16/2019

104.040	045	Tetrachloroethylene (Tetrachloroethene)	EPA 524.2
104.040	046	Toluene	EPA 524.2
104.040	047	1,2,3-Trichlorobenzene	EPA 524.2
104.040	048	1,2,4-Trichlorobenzene	EPA 524.2
104.040	049	1,1,1-Trichloroethane	EPA 524.2
104.040	050	1,1,2-Trichloroethane	EPA 524.2
104.040	051	Trichloroethene	EPA 524.2
104.040	052	Trichlorofluoromethane	EPA 524.2
104.040	054	1,2,4-Trimethylbenzene	EPA 524.2
104.040	055	1,3,5-Trimethylbenzene	EPA 524.2
104.040	056	Vinyl Chloride	EPA 524.2
104.040	057	Xylenes, Total	EPA 524.2
104.040	061	Carbon Disulfide	EPA 524.2
104.040	062	Methyl Isobutyl Ketone	EPA 524.2
104.045	000	Trihalomethanes, Total	EPA 524.2
104.045	001	Bromodichloromethane	EPA 524.2
104.045	002	Bromoform	EPA 524.2
104.045	003	Chloroform	EPA 524.2
104.045	004	Dibromochloromethane	EPA 524.2
104.050	000	Gasoline Additives	EPA 524.2
104.050	002	Methyl tert-butyl Ether (MTBE)	EPA 524.2
104.050	003	tert-Amyl Methyl Ether (TAME)	EPA 524.2
104.050	004	Ethyl tert-butyl Ether (ETBE)	EPA 524.2
104.050	005	Trichlorotrifluoroethane	EPA 524.2
104.050	006	tert-Butyl Alcohol (TBA)	EPA 524.2

Field of Testing: 105 - Semi-volatile Organic Chemistry of Drinking Water

105.010	004	Chlordane	EPA 505
105.010	014	Toxaphene	EPA 505
105.010	015	PCBs as Aroclors (screen)	EPA 505
105.082	000	Chlorinated Acids	EPA 515.3
105.082	001	2,4-D	EPA 515.3
105.082	002	Dinoseb	EPA 515.3
105.082	003	Pentachlorophenol	EPA 515.3
105.082	004	Picloram	EPA 515.3
105.082	005	2,4,5-TP (Silvex)	EPA 515.3
105.082	006	Bentazon	EPA 515.3
105.082	007	Dalapon	EPA 515.3
105.082	008	Dicamba	EPA 515.3
105.090	000	Semi-volatile Organic Compounds	EPA 525.2
105.090	001	Alachlor	EPA 525.2
105.090	002	Aldrin	EPA 525.2
105.090	003	Atrazine	EPA 525.2
105.090	004	Benzo(a)pyrene	EPA 525.2
105.090	005	Butachlor	EPA 525.2
105.090	007	Dieldrin	EPA 525.2
105.090	008	Di(2-ethylhexyl) Adipate	EPA 525.2
105.090	009	Di(2-ethylhexyl) Phthalate	EPA 525.2

As of 1/15/2019, this list supersedes all previous lists for this certificate number.
 Customers: Please verify the current accreditation standing with the State.

Eurofin Eaton Analytical, LLC

Certificate No.: 2920
 Expiration Date: 9/16/2019

105.090	013	Endrin	EPA 525.2
105.090	014	Heptachlor	EPA 525.2
105.090	015	Heptachlor Epoxide	EPA 525.2
105.090	016	Hexachlorobenzene	EPA 525.2
105.090	017	Hexachlorocyclopentadiene	EPA 525.2
105.090	018	Lindane (HCH-gamma)	EPA 525.2
105.090	019	Methoxychlor	EPA 525.2
105.090	022	Molinate	EPA 525.2
105.090	025	Simazine	EPA 525.2
105.101	000	Carbamates	EPA 531.2
105.101	001	Carbofuran	EPA 531.2
105.101	002	Oxamyl	EPA 531.2
105.101	003	Aldicarb	EPA 531.2
105.101	004	Aldicarb Sulfone	EPA 531.2
105.101	005	Aldicarb Sulfoxide	EPA 531.2
105.101	006	Carbaryl	EPA 531.2
105.101	007	3-Hydroxycarbofuran	EPA 531.2
105.101	008	Methomyl	EPA 531.2
105.105	001	N-ethyl perfluorooctanesulfonamidoacetic Acid (NEtFOSA)	EPA 537 Rev 1.1
105.105	002	N-methyl perfluorooctanesulfonamidoacetic Acid (NMeFO)	EPA 537 Rev 1.1
105.105	003	Perfluorobutanesulfonic Acid (PFBS)	EPA 537 Rev 1.1
105.105	004	Perfluorodecanoic Acid (PFDA)	EPA 537 Rev 1.1
105.105	005	Perfluorododecanoic Acid (PFDoA)	EPA 537 Rev 1.1
105.105	006	Perfluoroheptanoic Acid (PFHpA)	EPA 537 Rev 1.1
105.105	007	Perfluorohexanesulfonic Acid (PFHxS)	EPA 537 Rev 1.1
105.105	008	Perfluorohexanoic Acid (PFHxA)	EPA 537 Rev 1.1
105.105	009	Perfluorononanoic Acid (PFNA)	EPA 537 Rev 1.1
105.105	010	Perfluorooctanoic Acid (PFOA)	EPA 537 Rev 1.1
105.105	011	Perfluorooctylsulfonic Acid (PFOS)	EPA 537 Rev 1.1
105.105	012	Perfluorotetradecanoic Acid (PFTA)	EPA 537 Rev 1.1
105.105	013	Perfluorotridecanoic Acid (PFTTrDA)	EPA 537 Rev 1.1
105.105	014	Perfluoroundecanoic Acid (PFUnA)	EPA 537 Rev 1.1
105.120	001	Glyphosate	EPA 547
105.140	001	Endothall	EPA 548.1
105.150	001	Diquat	EPA 549.2
105.175	001	Bromodichloromethane	EPA 551.1
105.175	002	Bromoform	EPA 551.1
105.175	003	Chloroform	EPA 551.1
105.175	004	Dibromochloromethane	EPA 551.1
105.175	005	Trihalomethanes	EPA 551.1
105.200	001	Bromoacetic Acid	EPA 552.2
105.200	003	Chloroacetic Acid	EPA 552.2
105.200	005	Dibromoacetic Acid	EPA 552.2
105.200	006	Dichloroacetic Acid	EPA 552.2
105.200	007	Trichloroacetic Acid	EPA 552.2
105.200	008	Haloacetic Acids (HAA5)	EPA 552.2
105.201	001	Haloacetic Acids (HAA5)	EPA 552.3

As of 1/15/2019, this list supersedes all previous lists for this certificate number.
 Customers: Please verify the current accreditation standing with the State.

Eurofin Eaton Analytical, LLC

Certificate No.: 2920

Expiration Date: 9/16/2019

Field of Testing: 106 - Radiochemistry of Drinking Water

106.080	001	Tritium	EPA 906.0
106.092	001	Uranium	EPA 200.8
106.260	001	Gross Alpha	SM 7110 B
106.260	002	Gross Beta	SM 7110 B
106.270	001	Gross Alpha by Coprecipitation	SM 7110 C
106.340	002	Radium-226	SM 7500-Ra B
106.360	001	Radium-228	SM 7500-Ra D
106.610	001	Radon-222	SM 7500-Rn

Field of Testing: 129 - Cryptosporidium & Giardia

129.020	001	Cryptosporidium and Giardia	EPA 1623
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State of Utah

Department of Health

Environmental Laboratory Certification Program

Certification is hereby granted to

Eurofins Eaton Analytical, LLC - Monrovia

750 Royal Oaks Drive Ste 100
Monrovia, CA 91016

*Has conformed with the
2009 TNI Standard*

*Scope of accreditation is limited to the
State of Utah accredited fields that accompany
this Certificate*

EPA Number: CA000006

Expiration Date: 1/31/2020

Certificate Number: CA0000062019-14



Robyn M. Atkinson, Ph.D, HCCLD
Director, Utah Public Health Laboratory



Continued accredited status depends on successful ongoing participation in the program.



UTAH DEPARTMENT OF
HEALTH



04/02/2019

CC Meeting Agenda

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**Utah Department of Health**

Dr. Joseph K. Miner

*Executive Director***Division of Disease Control and Prevention**

Robyn M. Atkinson, Ph.D, HCLD

*Director, Utah Public Health Laboratory***State of Utah**

Gary R. Herbert

Governor

Spencer J. Cox

*Lieutenant Governor***EPA Number: CA00006****Attachment to Certificate Number: CA000062019-14**

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Eurofins Eaton Analytical, LLC - Monrovia**Start Date Expires AB****Program/Matrix: CWA (Non Potable Water)****Method Enterolert®**

Method	Start Date	Expires	AB
Enterococci	01/01/18	01/31/20	UT

Method Enzyme Substrate Coliform Test (Colilert®)

Escherichia coli	01/01/18	01/31/20	UT
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Total coliforms	01/01/18	01/31/20	UT
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Method Enzyme Substrate Coliform Test (Colisure®)

Escherichia coli	01/01/18	01/31/20	UT
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Total coliforms	01/01/18	01/31/20	UT
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Method EPA 100.2

Asbestos	01/01/18	01/31/20	UT
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Method EPA 120.1

Conductivity	01/01/18	01/31/20	UT
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Method EPA 160.4

Residue-volatile	01/01/18	01/31/20	UT
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Method EPA 180.1

Turbidity	01/01/18	01/31/20	UT
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Method EPA 200.7

Aluminum	01/01/18	01/31/20	UT
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Antimony	01/01/18	01/31/20	UT
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Barium	01/01/18	01/31/20	UT
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Beryllium	01/01/18	01/31/20	UT
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Boron	01/01/18	01/31/20	UT
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Cadmium	01/01/18	01/31/20	UT
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Calcium	01/01/18	01/31/20	UT
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Chromium	01/01/18	01/31/20	UT
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Cobalt	01/01/18	01/31/20	UT
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Copper	01/01/18	01/31/20	UT
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Iron	01/01/18	01/31/20	UT
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Lead	01/01/18	01/31/20	UT
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Magnesium	01/01/18	01/31/20	UT
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Manganese	01/01/18	01/31/20	UT
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Molybdenum	01/01/18	01/31/20	UT
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Nickel	01/01/18	01/31/20	UT
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Potassium	01/01/18	01/31/20	UT
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Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: CWA (Non Potable Water)

Silica as SiO ₂	01/01/18	01/31/20	UT
Silver	01/01/18	01/31/20	UT
Sodium	01/01/18	01/31/20	UT
Strontium	01/01/18	01/31/20	UT
Thallium	01/01/18	01/31/20	UT
Tin	01/01/18	01/31/20	UT
Titanium	01/01/18	01/31/20	UT
Total hardness as CaCO ₃	01/01/18	01/31/20	UT
Vanadium	01/01/18	01/31/20	UT
Zinc	01/01/18	01/31/20	UT

Method EPA 200.8

Aluminum	01/01/18	01/31/20	UT
Antimony	01/01/18	01/31/20	UT
Arsenic	01/01/18	01/31/20	UT
Barium	01/01/18	01/31/20	UT
Beryllium	01/01/18	01/31/20	UT
Cadmium	01/01/18	01/31/20	UT
Chromium	01/01/18	01/31/20	UT
Cobalt	01/01/18	01/31/20	UT
Copper	01/01/18	01/31/20	UT
Lead	01/01/18	01/31/20	UT
Manganese	01/01/18	01/31/20	UT
Molybdenum	01/01/18	01/31/20	UT
Nickel	01/01/18	01/31/20	UT
Selenium	01/01/18	01/31/20	UT
Silver	01/01/18	01/31/20	UT
Thallium	01/01/18	01/31/20	UT
Tin	01/01/18	01/31/20	UT
Titanium	01/01/18	01/31/20	UT
Vanadium	01/01/18	01/31/20	UT
Zinc	01/01/18	01/31/20	UT

Method EPA 218.6

Chromium VI	01/01/18	01/31/20	UT
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Method EPA 245.1

Mercury	01/01/18	01/31/20	UT
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Method EPA 300.0

Bromide	01/01/18	01/31/20	UT
Chloride	01/01/18	01/31/20	UT
Fluoride	01/01/18	01/31/20	UT
Nitrate as N	01/01/18	01/31/20	UT
Nitrate-nitrite	01/01/18	01/31/20	UT
Nitrite as N	01/01/18	01/31/20	UT
Sulfate	01/01/18	01/31/20	UT

Method EPA 314

Perchlorate	01/01/18	01/31/20	UT
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Method EPA 331.0

Eurofins Eaton Analytical, LLC - Monrovia

	Start Date	Expires	AB
Program/Matrix: CWA (Non Potable Water)			
Perchlorate	01/01/18	01/31/20	UT
Method EPA 335.4			
Total cyanide	01/01/18	01/31/20	UT
Method EPA 350.1			
Ammonia as N	01/01/18	01/31/20	UT
Method EPA 351.2			
Kjeldahl Nitrogen (Total Kjeldahl Nitrogen-TKN)	01/01/18	01/31/20	UT
Method EPA 353.2			
Nitrate as N	01/01/18	01/31/20	UT
Nitrate-nitrite	01/01/18	01/31/20	UT
Nitrite as N	01/01/18	01/31/20	UT
Method EPA 365.1			
Orthophosphate as P	01/01/18	01/31/20	UT
Phosphorus, total	01/01/18	01/31/20	UT
Method EPA 410.4			
Chemical oxygen demand	01/01/18	01/31/20	UT
Method EPA 420.1			
Total phenolics	01/01/18	01/31/20	UT
Method EPA 420.4			
Total phenolics	01/01/18	01/31/20	UT
Method EPA 522			
1,4-Dioxane (1,4- Diethyleneoxide)	01/01/18	01/31/20	UT
Method EPA 900.0 (GPC)			
Gross-alpha	01/01/18	01/31/20	UT
Gross-beta	01/01/18	01/31/20	UT
Method Legionella pneumophila in water			
Legionella pneumophila	09/04/18	01/31/20	UT
Method SM 2120 B-2011			
Color	01/01/18	01/31/20	UT
Method SM 2130 B-2011			
Turbidity	01/01/18	01/31/20	UT
Method SM 2150 B-1997			
Odor	01/01/18	01/31/20	UT
Method SM 2320 B-1997			
Alkalinity as CaCO ₃	01/01/18	01/31/20	UT
Method SM 2320 B-2011			
Alkalinity as CaCO ₃	01/01/18	01/31/20	UT
Method SM 2340 B-2011			
Total hardness as CaCO ₃	01/01/18	01/31/20	UT
Method SM 2510 B-2011			
Conductivity	01/01/18	01/31/20	UT
Method SM 2540 B-2011			
Residue-total	01/01/18	01/31/20	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: CWA (Non Potable Water)**Method SM 2540 C-2011**

Residue-filterable (TDS) 01/01/18 01/31/20 UT

Method SM 2540 D-2011

Residue-nonfilterable (TSS) 01/01/18 01/31/20 UT

Method SM 2540 E-2011

Residue-volatile 01/01/18 01/31/20 UT

Method SM 2540 F-1997

Residue-settleable 01/01/18 01/31/20 UT

Method SM 3500-Cr B-2011

Chromium VI 01/01/18 01/31/20 UT

Method SM 3500-Cr C-2011

Chromium VI 01/01/18 01/31/20 UT

Method SM 4500-Cl G-2011

Free chlorine 01/01/18 01/31/20 UT

Total chlorine 10/29/18 01/31/20 UT

Total residual chlorine 01/01/18 01/31/20 UT

Method SM 4500-CN⁻ C-2011

Total cyanide 01/01/18 01/31/20 UT

Method SM 4500-CN⁻ F-2011

Total cyanide 01/01/18 01/31/20 UT

Method SM 4500-CN⁻ G-2011

Amenable cyanide 01/01/18 01/31/20 UT

Method SM 4500-F⁻ B-2011

Fluoride 01/01/18 01/31/20 UT

Method SM 4500-F⁻ C-2011

Fluoride 01/01/18 01/31/20 UT

Method SM 4500-H⁺ B-2011

pH 01/01/18 01/31/20 UT

Method SM 4500-NH₃ H-2011

Ammonia as N 01/01/18 01/31/20 UT

Method SM 4500-O G-2011

Oxygen, dissolved 01/01/18 01/31/20 UT

Method SM 4500-P E-2011

Orthophosphate as P 01/01/18 01/31/20 UT

Phosphorus, total 01/01/18 01/31/20 UT

Method SM 4500-S₂⁻ D-2011

Sulfide 01/01/18 01/31/20 UT

Method SM 4500-SiO₂ C-2011Silica as SiO₂ 01/01/18 01/31/20 UT**Method SM 5210 B-2011**

Biochemical oxygen demand 01/01/18 01/31/20 UT

Carbonaceous BOD, CBOD 01/01/18 01/31/20 UT

Method SM 5220 D-2011

Eurofins Eaton Analytical, LLC - Monrovia

Start Date	Expires	AB
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Program/Matrix: CWA (Non Potable Water)

Chemical oxygen demand	01/01/18	01/31/20	UT
Method SM 5310 C-2011			
Dissolved organic carbon (DOC)	01/01/18	01/31/20	UT
Total organic carbon	01/01/18	01/31/20	UT
Method SM 5320 B			
Total organic halides (TOX)	01/01/18	01/31/20	UT
Method SM 5540 C-2011			
Surfactants - MBAS	01/01/18	01/31/20	UT
Method SM 9215 B (PCA)-2004			
Heterotrophic plate count	01/01/18	01/31/20	UT
Method SM 9221 B (LTB)-1994			
Total coliforms	01/01/18	01/31/20	UT
Method SM 9221 E (A1)-1994			
Fecal coliforms	01/01/18	01/31/20	UT
Method SM 9223 B (Colilert® Quanti-Tray®)			
Escherichia coli	01/01/18	01/31/20	UT
Total coliforms	01/01/18	01/31/20	UT
Method SM 9223 B (Colilert®-18 Quanti-Tray®)			
Escherichia coli	01/01/18	01/31/20	UT
Total coliforms	01/01/18	01/31/20	UT
Method SM 9230 B (NaCl)			
Enterococci	01/01/18	01/31/20	UT
Method SM 9230 B (PSE)			
Fecal streptococci	01/01/18	01/31/20	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: RCRA (Non Potable Water)**Method EPA 6010B**

Antimony	01/01/18	01/31/20	UT
Barium	01/01/18	01/31/20	UT
Beryllium	01/01/18	01/31/20	UT
Cadmium	01/01/18	01/31/20	UT
Chromium	01/01/18	01/31/20	UT
Cobalt	01/01/18	01/31/20	UT
Copper	01/01/18	01/31/20	UT
Lead	01/01/18	01/31/20	UT
Molybdenum	01/01/18	01/31/20	UT
Nickel	01/01/18	01/31/20	UT
Silver	01/01/18	01/31/20	UT
Thallium	01/01/18	01/31/20	UT
Vanadium	01/01/18	01/31/20	UT
Zinc	01/01/18	01/31/20	UT

Method EPA 6020

Antimony	01/01/18	01/31/20	UT
Arsenic	01/01/18	01/31/20	UT
Barium	01/01/18	01/31/20	UT
Beryllium	01/01/18	01/31/20	UT
Cadmium	01/01/18	01/31/20	UT
Chromium	01/01/18	01/31/20	UT
Cobalt	01/01/18	01/31/20	UT
Copper	01/01/18	01/31/20	UT
Lead	01/01/18	01/31/20	UT
Molybdenum	01/01/18	01/31/20	UT
Nickel	01/01/18	01/31/20	UT
Selenium	01/01/18	01/31/20	UT
Silver	01/01/18	01/31/20	UT
Thallium	01/01/18	01/31/20	UT
Vanadium	01/01/18	01/31/20	UT
Zinc	01/01/18	01/31/20	UT

Method EPA 7196A

Chromium VI	01/01/18	01/31/20	UT
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Method EPA 7199

Chromium VI	01/01/18	01/31/20	UT
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Method EPA 7470

Mercury	01/01/18	01/31/20	UT
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Method EPA 8011

1,2-Dibromo-3-chloropropane (DBCP)	01/01/18	01/31/20	UT
1,2-Dibromoethane (EDB, Ethylene dibromide)	01/01/18	01/31/20	UT

Method EPA 9040B

pH	01/01/18	01/31/20	UT
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Method EPA 9214

Fluoride	01/01/18	01/31/20	UT
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Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)**Method ChlordioX Plus**

Chlorine dioxide	09/04/18	01/31/20	UT
Chlorite	09/04/18	01/31/20	UT

Method Cylindrospermopsin Plate by ELISA Procedure

Microcystin-LA (MC-LA)	09/04/18	01/31/20	UT
Microcystin-LF (MC-LF)	09/04/18	01/31/20	UT
Microcystin-LR (MC-LR)	09/04/18	01/31/20	UT
Microcystin-YR (MC-LY)	09/04/18	01/31/20	UT
Microcystin-YR (MC-RR)	09/04/18	01/31/20	UT
Microcystin-YR (MC-YR)	09/04/18	01/31/20	UT
Nodularin-R (NOD)	09/04/18	01/31/20	UT

Method Disinfection By-Products Liquid/Liquid and GC/ECD

Total haloacetic acids	01/01/18	01/31/20	UT
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Method EEA-LCMS-2434

Perfluorobutane sulfonate (PFBS)	01/01/18	01/31/20	UT
Perfluorobutyric acid (PFBA)	01/01/18	01/31/20	UT
Perfluorodecane Sulfonate (PFDS)	01/01/18	01/31/20	UT
Perfluorodecanoic acid (PFDA)	01/01/18	01/31/20	UT
Perfluoroheptanoic acid (PFHPA)	01/01/18	01/31/20	UT
Perfluorohexane sulfonate (PFHXS)	01/01/18	01/31/20	UT
Perfluorohexanoic acid (PFHXA)	01/01/18	01/31/20	UT
Perfluorononanoic acid (PFNA)	01/01/18	01/31/20	UT
Perfluorooctane sulfonate (PFOS)	01/01/18	01/31/20	UT
Perfluorooctanoic acid (PFOA)	01/01/18	01/31/20	UT
Perfluoropentanoic acid (PFPEA)	01/01/18	01/31/20	UT
Perfluorotetradecanoic acid (PFTDA)	01/01/18	01/31/20	UT
Perfluorotridecanoic acid (PFTRIA)	01/01/18	01/31/20	UT
Perfluoroundecanoic acid (PFUDA)	01/01/18	01/31/20	UT

Method Enterolert®

Enterococci	01/01/18	01/31/20	UT
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Method EPA 100.2

Asbestos	01/01/18	01/31/20	UT
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Method EPA 150.1

pH	01/01/18	01/31/20	UT
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Method EPA 1613

2,3,7,8-Tetrachlorodibenzo- p-dioxin (2,3,7,8-TCDD)	01/01/18	01/31/20	UT
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Method EPA 1613B

2,3,7,8-Tetrachlorodibenzo- p-dioxin (2,3,7,8-TCDD)	01/01/18	01/31/20	UT
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Method EPA 180.1

Turbidity	01/01/18	01/31/20	UT
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Method EPA 200.7

Aluminum	01/01/18	01/31/20	UT
Barium	01/01/18	01/31/20	UT
Beryllium	01/01/18	01/31/20	UT
Boron	01/01/18	01/31/20	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

Cadmium	01/01/18	01/31/20	UT
Calcium	01/01/18	01/31/20	UT
Chromium	01/01/18	01/31/20	UT
Copper	01/01/18	01/31/20	UT
Iron	01/01/18	01/31/20	UT
Magnesium	01/01/18	01/31/20	UT
Manganese	01/01/18	01/31/20	UT
Molybdenum	01/01/18	01/31/20	UT
Nickel	01/01/18	01/31/20	UT
Potassium	01/01/18	01/31/20	UT
Silica as SiO ₂	01/01/18	01/31/20	UT
Silver	01/01/18	01/31/20	UT
Sodium	01/01/18	01/31/20	UT
Total hardness as CaCO ₃	01/01/18	01/31/20	UT
Vanadium	01/01/18	01/31/20	UT
Zinc	01/01/18	01/31/20	UT

Method EPA 200.8

Aluminum	01/01/18	01/31/20	UT
Antimony	01/01/18	01/31/20	UT
Arsenic	01/01/18	01/31/20	UT
Barium	01/01/18	01/31/20	UT
Beryllium	01/01/18	01/31/20	UT
Cadmium	01/01/18	01/31/20	UT
Chromium	01/01/18	01/31/20	UT
Copper	01/01/18	01/31/20	UT
Lead	01/01/18	01/31/20	UT
Manganese	01/01/18	01/31/20	UT
Mercury	12/20/18	01/31/20	UT
Molybdenum	01/01/18	01/31/20	UT
Nickel	01/01/18	01/31/20	UT
Selenium	01/01/18	01/31/20	UT
Silver	01/01/18	01/31/20	UT
Thallium	01/01/18	01/31/20	UT
Uranium	01/01/18	01/31/20	UT
Vanadium	01/01/18	01/31/20	UT
Zinc	01/01/18	01/31/20	UT

Method EPA 218.6

Chromium VI	01/01/18	01/31/20	UT
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Method EPA 218.7

Chromium VI	01/01/18	01/31/20	UT
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Method EPA 245.1

Mercury	01/01/18	01/31/20	UT
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Method EPA 300.0

Bromate	01/01/18	01/31/20	UT
Bromide	01/01/18	01/31/20	UT
Chlorate	01/01/18	01/31/20	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date	Expires	AB
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Program/Matrix: SDWA (Potable Water)

Chloride	01/01/18	01/31/20	UT
Chlorite	01/01/18	01/31/20	UT
Nitrate as N	01/01/18	01/31/20	UT
Nitrate-nitrite	01/01/18	01/31/20	UT
Nitrite	01/01/18	01/31/20	UT
Nitrite as N	01/01/18	01/31/20	UT
Sulfate	01/01/18	01/31/20	UT

Method EPA 300.1

Bromate	01/01/18	01/31/20	UT
Bromide	01/01/18	01/31/20	UT
Chlorate	01/01/18	01/31/20	UT
Chlorite	01/01/18	01/31/20	UT

Method EPA 314

Perchlorate	01/01/18	01/31/20	UT
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Method EPA 317.0

Bromate	01/01/18	01/31/20	UT
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Method EPA 331.0

Perchlorate	01/01/18	01/31/20	UT
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Method EPA 335.4

Total cyanide	01/01/18	01/31/20	UT
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Method EPA 353.2

Nitrate as N	01/01/18	01/31/20	UT
Nitrate-nitrite	01/01/18	01/31/20	UT
Nitrite as N	01/01/18	01/31/20	UT

Method EPA 365.1

Orthophosphate as P	01/01/18	01/31/20	UT
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Method EPA 504.1

1,2,3-Trichloropropane	01/01/18	01/31/20	UT
1,2-Dibromo-3-chloropropane (DBCP)	01/01/18	01/31/20	UT
1,2-Dibromoethane (EDB, Ethylene dibromide)	01/01/18	01/31/20	UT

Method EPA 505

Alachlor	01/01/18	01/31/20	UT
Aldrin	01/01/18	01/31/20	UT
Aroclor-1016 (PCB-1016)	01/01/18	01/31/20	UT
Aroclor-1221 (PCB-1221)	01/01/18	01/31/20	UT
Aroclor-1232 (PCB-1232)	01/01/18	01/31/20	UT
Aroclor-1242 (PCB-1242)	01/01/18	01/31/20	UT
Aroclor-1248 (PCB-1248)	01/01/18	01/31/20	UT
Aroclor-1254 (PCB-1254)	01/01/18	01/31/20	UT
Aroclor-1260 (PCB-1260)	01/01/18	01/31/20	UT
Chlordane (tech.)(N.O.S.)	01/01/18	01/31/20	UT
Dieldrin	01/01/18	01/31/20	UT
Endrin	01/01/18	01/31/20	UT
gamma-BHC (Lindane, gamma-HexachlorocyclohexanE)	01/01/18	01/31/20	UT
Heptachlor	01/01/18	01/31/20	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

Heptachlor epoxide	01/01/18	01/31/20	UT
Methoxychlor	01/01/18	01/31/20	UT
Toxaphene (Chlorinated camphene)	01/01/18	01/31/20	UT

Method EPA 515.4

2,4,5-T	01/01/18	01/31/20	UT
2,4-D	01/01/18	01/31/20	UT
2,4-DB	01/01/18	01/31/20	UT
3,5-Dichlorobenzoic acid	01/01/18	01/31/20	UT
Acifluorfen	01/01/18	01/31/20	UT
Bentazon	01/01/18	01/31/20	UT
Dacthal (DCPA)	01/01/18	01/31/20	UT
Dacthal Acid Metabolites	01/01/18	01/31/20	UT
Dalapon	01/01/18	01/31/20	UT
DCPA di acid degradate	01/01/18	01/31/20	UT
DCPA mono-acid	01/01/18	01/31/20	UT
Dicamba	01/01/18	01/31/20	UT
Dichloroprop (Dichlorprop)	01/01/18	01/31/20	UT
Dinoseb (2-sec-butyl-4,6-dinitrophenol, DNBP)	01/01/18	01/31/20	UT
Pentachlorophenol	01/01/18	01/31/20	UT
Picloram	01/01/18	01/31/20	UT
Silvex (2,4,5-TP)	01/01/18	01/31/20	UT

Method EPA 522

1,4-Dioxane (1,4- Diethyleneoxide)	01/01/18	01/31/20	UT
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Method EPA 524.2

1,1,1-Trichloro-2,2,2-trifluoroethane (Freon 113a)	01/01/18	01/31/20	UT
1,1,1,2-Tetrachloroethane	01/01/18	01/31/20	UT
1,1,1-Trichloroethane	01/01/18	01/31/20	UT
1,1,2,2-Tetrachloroethane	01/01/18	01/31/20	UT
1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)	01/01/18	01/31/20	UT
1,1,2-Trichloroethane	01/01/18	01/31/20	UT
1,1-Dichloroethane	01/01/18	01/31/20	UT
1,1-Dichloroethylene	01/01/18	01/31/20	UT
1,1-Dichloropropene	01/01/18	01/31/20	UT
1,2,3-Trichlorobenzene	01/01/18	01/31/20	UT
1,2,3-Trichloropropane	01/01/18	01/31/20	UT
1,2,4-Trichlorobenzene	01/01/18	01/31/20	UT
1,2,4-Trimethylbenzene	01/01/18	01/31/20	UT
1,2-Dichlorobenzene (o-Dichlorobenzene)	01/01/18	01/31/20	UT
1,2-Dichloroethane (Ethylene dichloride)	01/01/18	01/31/20	UT
1,2-Dichloropropane	01/01/18	01/31/20	UT
1,3,5-Trimethylbenzene	01/01/18	01/31/20	UT
1,3-Dichlorobenzene	01/01/18	01/31/20	UT
1,3-Dichloropropane	01/01/18	01/31/20	UT
1,4-Dichlorobenzene	01/01/18	01/31/20	UT
2,2-Dichloropropane	01/01/18	01/31/20	UT
2-Chlorotoluene	01/01/18	01/31/20	UT
4-Chlorotoluene	01/01/18	01/31/20	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

4-Isopropyltoluene (p-Cymene,p-Isopropyltoluene)	01/01/18	01/31/20	UT
Benzene	01/01/18	01/31/20	UT
Bromobenzene	01/01/18	01/31/20	UT
Bromochloromethane	01/01/18	01/31/20	UT
Bromodichloromethane	01/01/18	01/31/20	UT
Bromoform	01/01/18	01/31/20	UT
Carbon disulfide	01/01/18	01/31/20	UT
Carbon tetrachloride	01/01/18	01/31/20	UT
Chlorobenzene	01/01/18	01/31/20	UT
Chlorodibromomethane	01/01/18	01/31/20	UT
Chloroethane (Ethyl chloride)	01/01/18	01/31/20	UT
Chloroform	01/01/18	01/31/20	UT
cis-1,2-Dichloroethylene	01/01/18	01/31/20	UT
cis-1,3-Dichloropropene	01/01/18	01/31/20	UT
Dibromomethane (Methylene bromide)	01/01/18	01/31/20	UT
Dichlorodifluoromethane (Freon-12)	01/01/18	01/31/20	UT
Ethylbenzene	01/01/18	01/31/20	UT
Ethyl-t-butylether (ETBE) (2-Ethoxy-2-methylpropane)	01/01/18	01/31/20	UT
Hexachlorobutadiene	01/01/18	01/31/20	UT
Hexachloroethane	01/01/18	01/31/20	UT
Isopropylbenzene	01/01/18	01/31/20	UT
Methyl bromide (Bromomethane)	01/01/18	01/31/20	UT
Methyl chloride (Chloromethane)	01/01/18	01/31/20	UT
Methyl tert-butyl ether (MTBE)	01/01/18	01/31/20	UT
Methylene chloride (Dichloromethane)	01/01/18	01/31/20	UT
Naphthalene	01/01/18	01/31/20	UT
n-Butylbenzene	01/01/18	01/31/20	UT
Nitrobenzene	01/01/18	01/31/20	UT
n-Propylbenzene	01/01/18	01/31/20	UT
sec-Butylbenzene	01/01/18	01/31/20	UT
Styrene	01/01/18	01/31/20	UT
T-amylmethylether (TAME)	01/01/18	01/31/20	UT
tert-Butyl alcohol	01/01/18	01/31/20	UT
tert-Butylbenzene	01/01/18	01/31/20	UT
Tetrachloroethylene (Perchloroethylene)	01/01/18	01/31/20	UT
Toluene	01/01/18	01/31/20	UT
Total trihalomethanes	01/01/18	01/31/20	UT
trans-1,2-Dichloroethylene	01/01/18	01/31/20	UT
trans-1,3-Dichloropropylene	01/01/18	01/31/20	UT
Trichloroethene (Trichloroethylene)	01/01/18	01/31/20	UT
Trichlorofluoromethane (Fluorotrichloromethane, Freon 11)	01/01/18	01/31/20	UT
Vinyl chloride (chloroethene)	01/01/18	01/31/20	UT
Xylene (total)	01/01/18	01/31/20	UT

Method EPA 525.2

2,4-Dinitrotoluene (2,4-DNT)	01/01/18	01/31/20	UT
2,6-Dinitrotoluene (2,6-DNT)	01/01/18	01/31/20	UT
4,4'-DDD	01/01/18	01/31/20	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

4,4'-DDE	01/01/18	01/31/20	UT
4,4'-DDT	01/01/18	01/31/20	UT
Acenaphthene	01/01/18	01/31/20	UT
Acenaphthylene	01/01/18	01/31/20	UT
Alachlor	01/01/18	01/31/20	UT
Aldrin	01/01/18	01/31/20	UT
Anthracene	01/01/18	01/31/20	UT
Atrazine	01/01/18	01/31/20	UT
Benzo(a)anthracene	01/01/18	01/31/20	UT
Benzo(a)pyrene	01/01/18	01/31/20	UT
Benzo(b)fluoranthene	01/01/18	01/31/20	UT
Benzo(g,h,i)perylene	01/01/18	01/31/20	UT
Benzo(k)fluoranthene	01/01/18	01/31/20	UT
bis(2-Ethylhexyl)adipate (di(2-ethylhexyl)adipate)	01/01/18	01/31/20	UT
Bromacil	01/01/18	01/31/20	UT
Butachlor	01/01/18	01/31/20	UT
Butyl benzyl phthalate	01/01/18	01/31/20	UT
Chlordane (tech.)(N.O.S.)	01/01/18	01/31/20	UT
Chrysene	01/01/18	01/31/20	UT
Di(2-ethylhexyl) phthalate (bis(2-Ethylhexyl)phthalate, DEHP)	01/01/18	01/31/20	UT
Diazinon	01/01/18	01/31/20	UT
Dibenz(a,h) anthracene	01/01/18	01/31/20	UT
Dieldrin	01/01/18	01/31/20	UT
Diethyl phthalate	01/01/18	01/31/20	UT
Dimethyl phthalate	01/01/18	01/31/20	UT
Di-n-butyl phthalate	01/01/18	01/31/20	UT
Di-n-octyl phthalate	01/01/18	01/31/20	UT
Endrin	01/01/18	01/31/20	UT
EPTC (Eptam, s-ethyl-dipropyl thio carbamate)	09/04/18	01/31/20	UT
Fluoranthene	01/01/18	01/31/20	UT
Fluorene	01/01/18	01/31/20	UT
gamma-BHC (Lindane, gamma-HexachlorocyclohexanE)	01/01/18	01/31/20	UT
Heptachlor	01/01/18	01/31/20	UT
Heptachlor epoxide	01/01/18	01/31/20	UT
Hexachlorobenzene	01/01/18	01/31/20	UT
Hexachlorocyclopentadiene	01/01/18	01/31/20	UT
Indeno(1,2,3-cd) pyrene	01/01/18	01/31/20	UT
Methoxychlor	01/01/18	01/31/20	UT
Metolachlor	01/01/18	01/31/20	UT
Metribuzin	01/01/18	01/31/20	UT
Molinate	01/01/18	01/31/20	UT
Naphthalene	01/01/18	01/31/20	UT
Napropamide	01/01/18	01/31/20	UT
Phenanthrene	01/01/18	01/31/20	UT
Propachlor (Ramrod)	01/01/18	01/31/20	UT
Pyrene	01/01/18	01/31/20	UT
Simazine	01/01/18	01/31/20	UT
Terbacil	09/04/18	01/31/20	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

Thiobencarb	01/01/18	01/31/20	UT
Trifluralin (Treflan)	01/01/18	01/31/20	UT

Method EPA 531.2

3-Hydroxycarbofuran	01/01/18	01/31/20	UT
Aldicarb (Temik)	01/01/18	01/31/20	UT
Aldicarb sulfone	01/01/18	01/31/20	UT
Aldicarb sulfoxide	01/01/18	01/31/20	UT
Carbaryl (Sevin)	01/01/18	01/31/20	UT
Carbofuran (Furaden)	01/01/18	01/31/20	UT
Methiocarb (Mesurol)	01/01/18	01/31/20	UT
Methomyl (Lannate)	01/01/18	01/31/20	UT
Oxamyl	01/01/18	01/31/20	UT
Propoxur (Baygon)	01/01/18	01/31/20	UT

Method EPA 537

Perfluorobutane sulfonate (PFBS)	01/01/18	01/31/20	UT
Perfluorobutyric acid (PFBA)	01/01/18	01/31/20	UT
Perfluorodecanoic acid (PFDA)	01/01/18	01/31/20	UT
Perfluorododecanoic acid (PFDOA)	01/01/18	01/31/20	UT
Perfluoroheptanoic acid (PFHPA)	01/01/18	01/31/20	UT
Perfluorohexane sulfonate (PFHXS)	01/01/18	01/31/20	UT
Perfluorohexanoic acid (PFHXA)	01/01/18	01/31/20	UT
Perfluorononanoic acid (PFNA)	01/01/18	01/31/20	UT
Perfluorooctane sulfonate (PFOS)	01/01/18	01/31/20	UT
Perfluorooctanoic acid (PFOA)	01/01/18	01/31/20	UT
Perfluoropentanoic acid (PFPEA)	01/01/18	01/31/20	UT
Perfluorotetradecanoic acid (PFTDA)	01/01/18	01/31/20	UT
Perfluorotridecanoic acid (PFTRIA)	01/01/18	01/31/20	UT
Perfluoroundecanoic acid (PFUDA)	01/01/18	01/31/20	UT

Method EPA 545

Anatoxin-a	09/04/18	01/31/20	UT
Cylindrospermopsin	09/04/18	01/31/20	UT

Method EPA 547

Glyphosate	01/01/18	01/31/20	UT
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Method EPA 548.1

Endothall	01/01/18	01/31/20	UT
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Method EPA 549.2

Diquat	01/01/18	01/31/20	UT
Paraquat	01/01/18	01/31/20	UT

Method EPA 551.1

1,1,1-Trichloro-2-propanone	01/01/18	01/31/20	UT
1,1-Dichloro-2-propanone	01/01/18	01/31/20	UT
1,2-Dibromo-3-chloropropane (DBCP)	01/01/18	01/31/20	UT
1,2-Dibromoethane (EDB, Ethylene dibromide)	01/01/18	01/31/20	UT
Bromochloroacetonitrile	01/01/18	01/31/20	UT
Bromodichloromethane	01/01/18	01/31/20	UT
Bromoform	01/01/18	01/31/20	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

Chloral hydrate	01/01/18	01/31/20	UT
Chlorodibromomethane	01/01/18	01/31/20	UT
Chloroform	01/01/18	01/31/20	UT
Chloropicrin	01/01/18	01/31/20	UT
Dibromoacetonitrile	01/01/18	01/31/20	UT
Dichloroacetonitrile	01/01/18	01/31/20	UT
Total trihalomethanes	01/01/18	01/31/20	UT
Trichloroacetonitrile	01/01/18	01/31/20	UT

Method EPA 552.3

Bromoacetic acid	01/01/18	01/31/20	UT
Bromochloroacetic acid	01/01/18	01/31/20	UT
Bromodichloroacetic acid(BDCAA)	01/01/18	01/31/20	UT
Chloroacetic acid	01/01/18	01/31/20	UT
Chlorodibromoacetic acid(CDBAA)	01/01/18	01/31/20	UT
Dalapon	01/01/18	01/31/20	UT
Dibromoacetic acid	01/01/18	01/31/20	UT
Dichloroacetic acid	01/01/18	01/31/20	UT
Total haloacetic acids	01/01/18	01/31/20	UT
Tribromoacetic acid (TBAA)	01/01/18	01/31/20	UT
Trichloroacetic acid	01/01/18	01/31/20	UT

Method EPA 557

Bromate	06/06/18	01/31/20	UT
Bromoacetic acid	06/06/18	01/31/20	UT
Bromochloroacetic acid	06/06/18	01/31/20	UT
Bromodichloroacetic acid(BDCAA)	06/06/18	01/31/20	UT
Chloroacetic acid	06/06/18	01/31/20	UT
Chlorodibromoacetic acid(CDBAA)	06/06/18	01/31/20	UT
Dibromoacetic acid	06/06/18	01/31/20	UT
Dichloroacetic acid	06/06/18	01/31/20	UT
Tribromoacetic acid (TBAA)	06/06/18	01/31/20	UT
Trichloroacetic acid	06/06/18	01/31/20	UT

Method EPA 900.0

Gross-alpha	01/01/18	01/31/20	UT
Gross-beta	01/01/18	01/31/20	UT

Method GA Tech Ra-226/228

Radium-226	01/01/18	01/31/20	UT
Radium-228	01/01/18	01/31/20	UT

Method Legionella pneumophila in water

Legionella pneumophila	09/04/18	01/31/20	UT
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Method SM 2120 B-2011

Color	01/01/18	01/31/20	UT
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Method SM 2130 B-2011

Turbidity	01/01/18	01/31/20	UT
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Method SM 2150 B-2011

Odor	01/01/18	01/31/20	UT
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Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)**Method SM 2320 B-2011**Alkalinity as CaCO₃ 01/01/18 01/31/20 UT**Method SM 2330 B-2000**

Corrosivity 01/01/18 01/31/20 UT

Method SM 2340 B-2011Total hardness as CaCO₃ 01/01/18 01/31/20 UT**Method SM 2510 B-2011**

Conductivity 01/01/18 01/31/20 UT

Method SM 2540 C-2011

Residue-filterable (TDS) 01/01/18 01/31/20 UT

Method SM 4500-Cl G-2011

Free chlorine 01/01/18 01/31/20 UT

Total chlorine 10/29/18 01/31/20 UT

Total residual chlorine 01/01/18 01/31/20 UT

Method SM 4500-ClO₂ D

Chlorine dioxide 01/01/18 01/31/20 UT

Method SM 4500-CN⁻ C

Cyanide 01/01/18 01/31/20 UT

Method SM 4500-CN⁻ F

Cyanide 01/01/18 01/31/20 UT

Method SM 4500-CN⁻ G

Cyanide 01/01/18 01/31/20 UT

Method SM 4500-F⁻ C-2011

Fluoride 01/01/18 01/31/20 UT

Method SM 4500-H⁺ B

pH 01/01/18 01/31/20 UT

Method SM 4500-P E

Orthophosphate as P 01/01/18 01/31/20 UT

Method SM 4500-SiO₂ C-2011Silica as SiO₂ 01/01/18 01/31/20 UT**Method SM 5310 C-2011**

Dissolved organic carbon (DOC) 01/01/18 01/31/20 UT

Total organic carbon 01/01/18 01/31/20 UT

Method SM 5540 C

Surfactants - MBAS 01/01/18 01/31/20 UT

Method SM 5910 B

UV 254 01/01/18 01/31/20 UT

Method SM 6251 B

Bromoacetic acid 01/01/18 01/31/20 UT

Bromochloroacetic acid 01/01/18 01/31/20 UT

Chloroacetic acid 01/01/18 01/31/20 UT

Dibromoacetic acid 01/01/18 01/31/20 UT

Dichloroacetic acid 01/01/18 01/31/20 UT

Eurofins Eaton Analytical, LLC - Monrovia

	Start Date	Expires	AB
Program/Matrix: SDWA (Potable Water)			
Total haloacetic acids	01/01/18	01/31/20	UT
Trichloroacetic acid	01/01/18	01/31/20	UT
Method SM 7110 C (GPC)			
Gross-alpha	01/01/18	01/31/20	UT
Method SM 7500-Rn B			
Radon-222	01/01/18	01/31/20	UT
Method SM 9215 B (PCA)-1994			
Heterotrophic plate count	01/01/18	01/31/20	UT
Method SM 9215 B (PCA)-2004			
Heterotrophic plate count	01/01/18	01/31/20	UT
Method SM 9221 B (LTB) + C MPN			
Total coliforms	01/01/18	01/31/20	UT
Method SM 9221 B-2001			
Total coliforms	01/01/18	01/31/20	UT
Method SM 9221 E (EC)			
Fecal coliforms	01/01/18	01/31/20	UT
Method SM 9221 F (EC MUG)			
Escherichia coli	01/01/18	01/31/20	UT
Method SM 9223 B (Colilert® Quanti-Tray®)			
Escherichia coli	01/01/18	01/31/20	UT
Total coliforms	01/01/18	01/31/20	UT
Method SM 9223 B (Colilert®)			
Escherichia coli	01/01/18	01/31/20	UT
Total coliforms	01/01/18	01/31/20	UT
Method SM 9223 B (Colilert®-18 Quanti-Tray®)			
Escherichia coli	01/01/18	01/31/20	UT
Total coliforms	01/01/18	01/31/20	UT
Method SM 9223 B (Colilert®-18)			
Escherichia coli	01/01/18	01/31/20	UT
Total coliforms	01/01/18	01/31/20	UT
Method SM 9223 B (Colisure®)			
Escherichia coli	01/01/18	01/31/20	UT
Total coliforms	01/01/18	01/31/20	UT
Method SM 9223 B-1992			
Escherichia coli	01/01/18	01/31/20	UT
Total coliforms	01/01/18	01/31/20	UT
Method SM 9230 B (NaCl)			
Enterococci	01/01/18	01/31/20	UT
Method SM 9230 B (PSE)			
Fecal streptococci	01/01/18	01/31/20	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

The Utah Environmental Laboratory Certification Program (ELCP) encourages clients and data users to verify the most current certification letter for the authorized method.

The analytes by method which a laboratory is authorized to perform at any given time will be those indicated in the most recent certificate letter. The most recent certification letter supersedes all previous certification or authorization letters. It is the certified laboratory's responsibility to review this letter for discrepancies. The certified laboratory must document any discrepancies in this letter and send notice to this bureau within 15 days of receipt. This certificate letter will be recalled in the event your laboratory's certification is revoked.



OREGON

Environmental Laboratory Accreditation Program

Eurofins Eaton Analytical, LLC

4074

110 South Hill Street
South Bend, IN 46617



NELAP Recognized

IS GRANTED APPROVAL BY ORELAP UNDER THE 2009 TNI STANDARDS, TO PERFORM
ANALYSES ON ENVIRONMENTAL SAMPLES IN MATRICES AS LISTED BELOW :

<i>Air</i>	<i>Drinking Water</i>	<i>Non Potable Water</i>	<i>Solids and Chem. Waste</i>	<i>Tissue</i>
	Chemistry Microbiology Radiochemistry	Microbiology		

AND AS RECORDED IN THE LIST OF APPROVED ANALYTES, METHODS, ANALYTICAL
TECHNIQUES, AND FIELDS OF TESTING ISSUED CONCURRENTLY WITH THIS CERTIFICATE
AND REVISED AS NECESSARY.

ACCREDITED STATUS DEPENDS ON SUCCESSFUL ONGOING PARTICIPATION IN THE
PROGRAM AND CONTINUED COMPLIANCE WITH THE STANDARDS.

CUSTOMERS ARE URGED TO VERIFY THE LABORATORY'S CURRENT ACCREDITATION
STATUS IN OREGON.

Alia D. Servin, Ph.D.
Oregon State Public Health Laboratory
ORELAP Program Manager
7202 NE Evergreen Parkway, Suite 100
Hillsboro, OR 97124

EFFECTIVE DATE : 09/17/2018

EXPIRATION DATE : 09/16/2019

Certificate No : 4074 - 007





OREGON

Environmental Laboratory Accreditation Program

ORELAP Fields of Accreditation

ORELAP ID: 4074

EPA CODE: IN00035

Certificate: 4074 - 007

Eurofins Eaton Analytical, LLC

110 South Hill Street

South Bend, IN 46617

Issue Date: 9/17/2018 Expiration Date: 9/16/2019

As of 9/17/2018 this list supersedes all previous lists for this certificate number.



MATRIX	Reference	Code	Analyte	Code	Description
Drinking Water	EPA 150.1			10008409	pH - Electrometric Measurement
		1900	pH		
	EPA 1623			10236609	Filtration/IMS/FA: Cryptosporidium and Giardia
		2510	Cryptosporidia		
		2545	Giardia		
	EPA 180.1 2			10011800	Turbidity - Nephelometric
		2055	Turbidity		
	EPA 200.2			10013000	Sample Preparation Procedure for Spectrochemical Determination of Total Recoverable Elements - Revision 2.8
		8031	Extraction/Preparation		
	EPA 200.7 4.4			10013806	ICP - metals
		1035	Calcium		
		1070	Iron		
		1085	Magnesium		
		1125	Potassium		
		1990	Silica as SiO ₂		
		1155	Sodium		
	EPA 200.8 5.4			10014605	Metals by ICP-MS
		1000	Aluminum		
		1005	Antimony		
		1010	Arsenic		
		1015	Barium		
		1020	Beryllium		
		1030	Cadmium		
		1040	Chromium		
		1055	Copper		
		1075	Lead		
		1090	Manganese		
		1100	Molybdenum		
		1105	Nickel		
		1140	Selenium		
		1150	Silver		
		1165	Thallium		
		3035	Uranium		
		1185	Vanadium		
		1190	Zinc		



OREGON

Environmental Laboratory Accreditation Program

ORELAP Fields of Accreditation

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Drinking Water

EPA 218.6 3.3		10028009	Dissolved Hexavalent Chromium by Ion Chromatography
	1045 Chromium VI		
EPA 218.7 1		10268414	Determination of Hexavalent Chromium in Drinking Water by Ion Chromatography with Post-column Derivatization and UV-VIS Spectroscopic Determination
	1045 Chromium VI		
EPA 245.1 3		10036609	Mercury by Cold Vapor Atomic Absorption
	1095 Mercury		
EPA 300.0 2.1		10053200	Methods for the Determination of Inorganic Substances in Environmental Samples
	1540 Bromide		
	1570 Chlorate		
	1575 Chloride		
	1595 Chlorite		
	1730 Fluoride		
	1810 Nitrate as N		
	2000 Sulfate		
EPA 300.1 1.0		10275602	Determination of Inorganic Anions in Drinking Water by Ion Chromatography
	1535 Bromate		
EPA 317.0 EPA 317.0		10237602	Inorganic Oxyhalide Disinfection Byproducts in Drinking Water
	1535 Bromate		
EPA 331.0 1.0		10059708	Determination of Perchlorate in Drinking Water by Liquid Chromatography Electrospray Mass Spectrometry (LC/ESI/MS)
	1895 Perchlorate		
EPA 335.4 EPA 335.4		10061402	Methods for the Determination of Inorganic Substances in Environmental Samples
	1635 Cyanide		
EPA 353.2 2		10067604	Nitrate/Nitrite Nitrogen - Automated, Cadmium
	1810 Nitrate as N		
	1820 Nitrate-nitrite		
	1840 Nitrite as N		
EPA 504.1 1.1		10082801	EDB/DBCP/TCP micro-extraction, GC/ECD
	4570 1,2-Dibromo-3-chloropropane (DBCP)		
	4585 1,2-Dibromoethane (EDB, Ethylene dibromide)		



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Environmental Laboratory Accreditation Program

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EPA CODE: IN00035

Certificate: 4074 - 007

Eurofins Eaton Analytical, LLC

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Drinking Water

EPA 505.2.1	10083406	Organohalide pesticides/PCBs (Drinking Water)
8880	Aroclor-1016 (PCB-1016)	
8885	Aroclor-1221 (PCB-1221)	
8890	Aroclor-1232 (PCB-1232)	
8895	Aroclor-1242 (PCB-1242)	
8900	Aroclor-1248 (PCB-1248)	
8905	Aroclor-1254 (PCB-1254)	
8910	Aroclor-1260 (PCB-1260)	
7250	Chlordane (tech.)	
8870	PCBs	
8250	Toxaphene (Chlorinated camphene)	
EPA 515.3.1	10088401	Chlorinated acids Liquid/Solid and GC/ECD
8655	2,4,5-T	
8545	2,4-D	
8560	2,4-DB	
8600	3,5-Dichlorobenzoic acid	
8505	Acifluorfen	
8530	Bentazon	
8540	Chloramben	
8550	Dacthal (DCPA)	
8555	Dalapon	
8595	Dicamba	
8605	Dichloroprop (Dichloroprop)	
8620	Dinoseb (2-sec-butyl-4,6-dinitrophenol, DNBP)	
6605	Pentachlorophenol	
8645	Picloram	
8650	Silvex (2,4,5-TP)	
EPA 522.1	10088570	1,4-Dioxane in Drinking Water by SPE and GC/MS SIM
4735	1,4-Dioxane (1,4- Diethyleneoxide)	
EPA 524.2.4.1	10088809	Volatile Organic Compounds GC/MS Capillary Column
5105	1,1,1,2-Tetrachloroethane	
5160	1,1,1-Trichloroethane	
5110	1,1,2,2-Tetrachloroethane	
5165	1,1,2-Trichloroethane	
7450	1,1-Dichloro-2-propanone	
4630	1,1-Dichloroethane	
4640	1,1-Dichloroethylene	
4670	1,1-Dichloropropene	
5150	1,2,3-Trichlorobenzene	
5180	1,2,3-Trichloropropane	



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EPA 524.2 4.1	5155	1,2,4-Trichlorobenzene
	5210	1,2,4-Trimethylbenzene
	4610	1,2-Dichlorobenzene
	4635	1,2-Dichloroethane (Ethylene dichloride)
	4655	1,2-Dichloropropane
	5215	1,3,5-Trimethylbenzene
	4615	1,3-Dichlorobenzene
	4660	1,3-Dichloropropane
	4620	1,4-Dichlorobenzene
	4480	1-Chlorobutane
	4665	2,2-Dichloropropane
	4410	2-Butanone (Methyl ethyl ketone, MEK)
	4535	2-Chlorotoluene
	4860	2-Hexanone (MBK)
	5020	2-Nitropropane
	4540	4-Chlorotoluene
	4910	4-Isopropyltoluene (p-Cymene)
	4995	4-Methyl-2-pentanone (MIBK)
	4315	Acetone
	4340	Acrylonitrile
	4355	Allyl chloride (3-Chloropropene)
	4375	Benzene
	4385	Bromobenzene
	4390	Bromochloromethane
	4395	Bromodichloromethane
	4400	Bromoform
	4450	Carbon disulfide
	4455	Carbon tetrachloride
	4470	Chloroacetonitrile
	4475	Chlorobenzene
	4575	Chlorodibromomethane
	4485	Chloroethane (Ethyl chloride)
	4505	Chloroform
	4645	cis-1,2-Dichloroethylene
	4680	cis-1,3-Dichloropropene
	4595	Dibromomethane (Methylene bromide)
	4625	Dichlorodifluoromethane (Freon-12)
	4725	Diethyl ether
	4810	Ethyl methacrylate
	4765	Ethylbenzene
	4770	Ethyl-t-butylether (ETBE) (2-Ethoxy-2-methylpropane)
	4835	Hexachlorobutadiene
	4840	Hexachloroethane





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EPA 524.2 4.1	4870	Iodomethane (Methyl iodide)
	4900	Isopropylbenzene (Cumene)
	5240	m+p-xylene
	4925	Methacrylonitrile
	4945	Methyl acrylate
	4950	Methyl bromide (Bromomethane)
	4960	Methyl chloride (Chloromethane)
	4990	Methyl methacrylate
	5000	Methyl tert-butyl ether (MTBE)
	4975	Methylene chloride (Dichloromethane)
	5005	Naphthalene
	4435	n-Butylbenzene
	5015	Nitrobenzene
	5090	n-Propylbenzene
	5250	o-Xylene
	5035	Pentachloroethane
	5080	Propionitrile (Ethyl cyanide)
	4440	sec-Butylbenzene
	5100	Styrene
	4370	T-amylmethylether (TAME)
	4420	tert-Butyl alcohol
	4445	tert-Butylbenzene
	5115	Tetrachloroethylene (Perchloroethylene)
	5120	Tetrahydrofuran (THF)
	5140	Toluene
	5205	Total trihalomethanes
	4700	trans-1,2-Dichloroethylene
	4685	trans-1,3-Dichloropropylene
	4605	trans-1,4-Dichloro-2-butene
	5170	Trichloroethene (Trichloroethylene)
	5175	Trichlorofluoromethane (Fluorotrichloromethane, Freon 11)
	5235	Vinyl chloride
	5260	Xylene (total)

EPA 525.2 2

10090003

Semi-Volatile by SPE extraction and GC/MS

7355	4,4'-DDD
7360	4,4'-DDE
7365	4,4'-DDT
5500	Acenaphthene
5505	Acenaphthylene
7005	Alachlor
7025	Aldrin
5555	Anthracene



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EPA 525.2 2

7065 Atrazine
5575 Benzo(a)anthracene
5580 Benzo(a)pyrene
5590 Benzo(g,h,i)perylene
5600 Benzo(k)fluoranthene
5585 Benzo[b]fluoranthene
6062 bis(2-Ethylhexyl)adipate
7130 Bromacil
7160 Butachlor
5670 Butyl benzyl phthalate
7310 Chlorthalonil (Daconil)
5855 Chrysene
6065 Di(2-ethylhexyl) phthalate (bis(2-Ethylhexyl)phthalate, DEHP)
5895 Dibenz(a,h) anthracene
7470 Dieldrin
6070 Diethyl phthalate
6135 Dimethyl phthalate
5925 Di-n-butyl phthalate
7540 Endrin
7555 EPTC (Eptam, s-ethyl-dipropyl thio carbamate)
6270 Fluorene
7120 gamma-BHC (Lindane, gamma-HexachlorocyclohexanE)
7685 Heptachlor
7690 Heptachlor epoxide
6275 Hexachlorobenzene
6285 Hexachlorocyclopentadiene
6315 Indeno(1,2,3-cd) pyrene
7810 Methoxychlor
7835 Metolachlor
7845 Metribuzin
7875 Molinate
6615 Phenanthrene
8040 Prometryn
8045 Propachlor (Ramrod)
6665 Pyrene
8125 Simazine
8180 Terbacil
8220 Thiobencarb
8295 Trifluralin (Treflan)

EPA 531.2 1

10091302

Carbamate Pesticides by Post-column Derivatization HPLC/Fluorescence

7710 3-Hydroxycarbofuran



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Drinking Water

EPA 531.2 1	7010	Aldicarb (Temik)	
	7015	Aldicarb sulfone	
	7020	Aldicarb sulfoxide	
	7195	Carbaryl (Sevin)	
	7205	Carbofuran (Furaden)	
	7800	Methiocarb (Mesurol)	
	7805	Methomyl (Lannate)	
	7940	Oxamyl	
	8080	Propoxur (Baygon)	
EPA 537 1.1			10091675 Perfluorinated Alkyl Acids in Drinking Water by SPE and LC/MS/MS
	4846	2-(N-Ethyl-perfluorooctane sulfonamido) acetic acid (EtFOSAA)	
	4847	2-(N-Methyl-perfluorooctane sulfonamido) acetic acid (MeFOSAA)	
	6911	Perfluorobutane Sulfonate (PFBS)	
	6905	Perfluorodecanoic acid (PFDA)	
	6903	Perfluorododecanoic (PFDDA)	
	6908	Perfluoroheptanoic acid (PFHpA)	
	6910	Perfluorohexane Sulfonate (PFHS)	
	6913	Perfluorohexanoic acid (PFHXA)	
	6906	Perfluorononanoic acid (PFNA)	
	6912	Perfluorooctanoic acid	
	6909	Perfluorooctanoic Sulfonate (PFOS)	
	6902	Perfluorotetradecanoic acid (PFTDA)	
	9563	Perfluorotridecanoic (PFTRIA)	
	6904	Perfluoroundecanoic acid (PFUDA)	
EPA 547			10092009 Glyphosate by Direct Aqueous Injection by Post-column Derivatization and HPLC/Fluorescence
	9411	Glyphosate	
EPA 548.1 1			10092805 Endothall by Ion Exchange, Methylation and GC/MS
	7525	Endothall	
EPA 549.2 1			10093400 Diquat/Paraquat by Liquid/Liquid Extraction and HPLC/UV-VIS
	9390	Diquat	
	9528	Paraquat	
EPA 551.1 1			10094801 Chlorination Disinfection Byproducts, Liquid/Liquid Extraction and GC/ECD
	5190	1,1,1-Trichloro-2-propanone	
	7450	1,1-Dichloro-2-propanone	
	7140	Bromochloroacetonitrile	
	4395	Bromodichloromethane	
	4400	Bromoform	
	4460	Chloral hydrate	



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EPA 551.1 1	4575	Chlorodibromomethane	
	4505	Chloroform	
	7270	Chloropicrin	
	7420	Dibromoacetonitrile	
	7440	Dichloroacetonitrile	
	5205	Total trihalomethanes	
	8270	Trichloroacetonitrile	
EPA 552.2 1	10095804	Haloacetic Acid/Dalapon, Liquid/Liquid Extraction, Derivatization and GC/ECD	
	9312	Bromoacetic acid	
	9315	Bromochloroacetic acid	
	8535	Bromodichloroacetic acid(BDCAA)	
	9336	Chloroacetic acid	
	9339	Chlorodibromoacetic acid(CDBAA)	
	9357	Dibromoacetic acid	
	9360	Dichloroacetic acid	
	9414	Total haloacetic acids	
	9639	Tribromoacetic acid (TBAA)	
	9642	Trichloroacetic acid	
EPA 552.3 1	10239608	Haloacetic Acid/Dalapon, Microextraction, Derivatization and GC/ECD	
	9312	Bromoacetic acid	
	9315	Bromochloroacetic acid	
	8535	Bromodichloroacetic acid(BDCAA)	
	9336	Chloroacetic acid	
	9339	Chlorodibromoacetic acid(CDBAA)	
	9357	Dibromoacetic acid	
	9360	Dichloroacetic acid	
	9414	Total haloacetic acids	
	9639	Tribromoacetic acid (TBAA)	
	9642	Trichloroacetic acid	
EPA 556 1	10097004	Determination of Carbonyl Compounds in Drinking Water by Pentafluorobenzylhydroxylamine Derivatization and Capillary Gas Chromatography with Electron Capture Detection	
	4300	Acetaldehyde	
	5570	Benzaldehyde	
	4430	Butylaldehyde (Butanal)	
	4545	Crotonaldehyde	
	4560	Cyclohexanone	
	4565	Decanal	
	4815	Formaldehyde	
	9413	Glyoxal	



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EPA 556 1	4820	Heptanal		
	3825	Hexanaldehyde (Hexanal)		
	7266	Methyl glyoxal		
	9525	n-Octaldehyde (Octanal)		
	6575	Nonanal		
	6935	Propanal (Propionaldehyde)		
	4040	Valeraldehyde (Pentanal, Pentanaldehyde)		
EPA 906			10114008	Tritium
	3030	Tritium		
NJ ECLS-R-GA 8			90014394	NJ Environmental and Clinical Laboratory Services 48 Hour Rapid Gross Alpha Test
	2830	Gross-alpha		
SM 2120 B 22nd Ed			20039014	Color - Visual Comparison Method
	1605	Color		
SM 2320 B 22nd Ed			20045414	Alkalinity by Titration
	1505	Alkalinity as CaCO ₃		
	1615	Corrosivity		
SM 2330 B 22nd Ed			20003365	Calcium Carbonate Indices
	1615	Corrosivity		
SM 2340 B 22nd Ed			20046417	Hardness - Hardness by Calculation
	1760	Hardness (calc.)		
	1804	Magnesium Hardness		
SM 2340 C- 2011 22nd Ed			20047614	Hardness by EDTA Titration
	1550	Calcium hardness as CaCO ₃		
	1755	Total hardness as CaCO ₃		
SM 2510 B 22nd Ed			20048413	Conductivity by Probe
	1610	Conductivity		
SM 2540 C 22nd Ed			20050424	Total Dissolved Solids Dried at 180 deg C
	1955	Residue-filterable (TDS)		
SM 4500-CI G 22nd Ed			20081418	Chlorine (Residual) - DPD Colorimetric Method
	1945	Residual free chlorine		
	1940	Total residual chlorine		
SM 4500-F C 22nd Ed			20102210	Fluoride by Ion Selective Electrode
	1730	Fluoride		
SM 4500-P E 22nd Ed			20124010	Phosphorus - Ascorbic Acid Method
	1870	Orthophosphate as P		



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SM 5310 C 22nd Ed	20138618	Total Organic Carbon (TOC) - Persulfate-Ultraviolet or Heated- Persulfate Oxidation Method
1710 Dissolved organic carbon (DOC)		
2040 Total organic carbon		
SM 5910 B 22nd Ed	20146218	UV-Absorbing Organic Constituents - Ultraviolet Absorption Method
2060 UV 254		
SM 7110 B (GPC) 22nd Ed	20156814	Gross alpha/beta by Evaporation by Proportional Count
2830 Gross-alpha		
2840 Gross-beta		
SM 7110 C (GPC) 22nd Ed	20158810	Gross alpha by Coprecipitation
2830 Gross-alpha		
SM 7500-Ra B (GPC) 22nd Ed	20170416	Radium - Precipitation Method
2965 Radium-226		
SM 7500-Ra D 22nd Ed	20173415	Radium by Sequential Precipitation Method
2970 Radium-228		
SM 7500-RN B 22nd Ed	20173711	Radon by Liquid Scintillation Method
2985 Radon		
SM 9215 E SimPlate®	20185302	Fluorogenic Quantitative (SimPlate®): Heterotrophic Bacteria
2555 Heterotrophic plate count		
SM 9223 B (Colilert Quanti-Tray)-2004 22nd Ed	20211614	Enzyme Substrate Coliform Test (Colilert Quanti-Tray)
2525 Escherichia coli		
2500 Total coliforms		
SM 9223 B (Colilert) 22nd Ed	20212413	Enzyme Substrate Coliform Test (Colilert) P/A
2525 Escherichia coli		
2500 Total coliforms		
SM 9223 B (Colilert-18) 22nd Ed	20214419	Enzyme Substrate Coliform Test (Colilert-18)
2525 Escherichia coli		
2500 Total coliforms		
SM 9223 B (Colisure) 22nd Ed	20231612	Enzyme Substrate Coliform Test (Colisure)
2525 Escherichia coli		
2500 Total coliforms		

Non-Potable Water

EPA 1623	10236609	Filtration/IMS/FA: Cryptosporidium and Giardia
2510 Cryptosporidia		
2545 Giardia		



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CERTIFICATE OF ACCREDITATION

ANSI-ASQ National Accreditation Board

500 Montgomery Street, Suite 625, Alexandria, VA 22314, 877-344-3044

This is to certify that

Eurofins Eaton Analytical
750 Royal Oaks Drive, Suite 100
Monrovia, CA 91016

has been assessed by ANAB
and meets the requirements of international standard

ISO/IEC 17025:2005

while demonstrating technical competence in the field of

TESTING

Refer to the accompanying Scope of Accreditation for information regarding the types of tests to which this accreditation applies.

AT-1807
Certificate Number

ANAB Approval

Certificate Valid: 07/10/2018-09/26/2019
Version No. 004 Issued: 07/10/2018



This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated April 2017).



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Eurofins Eaton Analytical

750 Royal Oaks Drive, Suite 100

Monrovia, CA 91016

Nilda Cox

626-386-1100

TESTING

Valid to: **September 26, 2019**

Certificate Number: **AT-1807**

Environmental

Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
EDTA and NTA	In House Method (Wet Chemistry–SOP2454)	Drinking Water	IC
Inorganic Anions and DBPs by Ion Chromatography	EPA 300.0; EPA 300.1	Drinking Water	IC
Inorganic Anions and DBPs by Ion Chromatography	EPA 300.0	Wastewater	IC
Perchlorate (low and high levels)	EPA 314.0	Drinking Water	IC
Conductivity	EPA 120.1; SM 2510B	Wastewater	Conductivity Meter
Conductivity	SM 2510B	Drinking Water	Conductivity Meter
pH	EPA 150.1	Drinking Water	ISE
Cyanide (Free),	SM 4500CN F	Drinking Water, Wastewater	ISE
Fluoride	SM 4500F C	Drinking Water, Wastewater	ISE
Residue (Volatile)	EPA 160.4	Wastewater	Gravimetry
Residue (Total)	SM 2540B	Wastewater	Gravimetry
Residue (Filterable)	SM 2540C	Wastewater, Drinking Water	Gravimetry
Residue (Non-filterable)	SM 2540D	Wastewater	Gravimetry
Turbidity	EPA 180.1; SM 2130B	Drinking Water, Wastewater	Turbidimetry



Environmental

Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
Metals	EPA 200.7	Drinking Water, Wastewater	ICP-AES
Oxyhalides Disinfection Byproducts	EPA 317.0	Drinking Water	IC/PCR
Perchlorate	EPA 331.0	Drinking Water	LC-ESI-MS
Cyanide (Total)	EPA 335.4	Wastewater, Drinking Water	UV/VIS
Nitrate/Nitrite Nitrogen	EPA 353.2	Wastewater, Drinking Water	UV/VIS
Ortho Phosphate	EPA 365.1	Wastewater, Drinking Water	UV/VIS
Ortho Phosphorous	SM 4500P E	Drinking Water	UV/VIS
Total Phosphorous	SM 4500P E	Wastewater	UV/VIS
Chemical Oxygen Demand	EPA 410.4	Wastewater	UV/VIS
Total Phenols	EPA 420.1	Wastewater	UV/VIS
Total Phenols	EPA 420.4	Wastewater, Drinking Water	UV/VIS
Cyanide (amenable)	SM 4500-CN G	Wastewater, Drinking Water	UV/VIS
Sulfide	SM 4500-S ⁼ D	Wastewater	UV/VIS
Chemical Oxygen Demand	SM 5220D	Wastewater	UV/VIS
Surfactants	SM 5540C	Wastewater, Drinking Water	UV/VIS
Chlorine Dioxide	SM 4500-CLO ₂ D	Drinking Water	UV/VIS
Chlorine Dioxide	Palin Test ChlordioX Plus	Drinking Water	Chronoamperometric
UV 254 Organic Constituents	SM 5910B	Drinking Water	UV/VIS
Chlorine, Free, Combined, Total Residual, Chloramines (Colorimetric)	SM 4500-Cl G	Drinking Water, Wastewater	UV/VIS
Silica	SM 4500-Si D; SM 4500-SiO ₂ C	Drinking Water, Wastewater	UV/VIS
Ammonia	EPA 350.1; SM 4500-NH ₃ H	Wastewater	Rapid Flow
Kjeldahl Nitrogen	EPA 351.2	Wastewater	Rapid Flow



Environmental

Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
Total Phosphorous	SM 4500-PE	Wastewater	Rapid Flow
Cyanogen Chloride (screen)	In House Method 335 Mod (Wet Chemistry-SOP2470)	Drinking Water	Rapid Flow
Alkalinity	SM 2320B	Drinking Water, Wastewater	Titration
Sulfite	SM 4500-SO ³ B	Drinking Water, Wastewater	Titration
Corrosivity (Langelier Index), Carbonate as CO ₃ , Hydroxide as OH Calculated	SM 2330B	Drinking Water	Calculation
Carbonate as CO ₃	SM 2330B	Wastewater	Calculation
Bicarbonate Alkalinity as HCO ₃	SM 2320B	Drinking Water, Wastewater	Calculation
Hardness	SM 2340B	Drinking Water, Wastewater	Calculation
pH	SM 4500-H+ B	Drinking Water, Wastewater	POT
Dissolved Oxygen	SM 4500-O G	Wastewater	POT
Biochemical Oxygen Demand / Carbonaceous BOD	SM 5210B	Wastewater	POT-TITR
Dissolved Organic Carbon	SM 5310C	Drinking Water	IR/COUL
Total Organic Carbon	SM 5310C	Drinking Water, Wastewater	IR/COUL
Total Organic Halides	SM 5320B	Wastewater	COUL
<i>E. coli</i>	CFR 141.21(f)(6)(i) (MTF/EC+MUG) (Micro-SOP2347)	Drinking Water	MTF-MUG
Total Coliform / <i>E. coli</i>	SM 9223	Drinking Water	Colisure
Legionella	Legiolert ®	Drinking Water	IDEXX
Total Microcystins and Nodularins	EPA 546	Drinking Water	ELISA
<i>Pseudomonas</i> sp.	Micro-SOP2461	Drinking Water	Pseudalert
Heterotrophic Bacteria	SM 9215 B	Drinking Water	HPC
Total Coliform (P/A)	SM 9221 A, B	Drinking Water	MTF



Environmental

Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
Total Coliform (Enumeration)	SM 9221 A, B, C	Drinking Water	MTF
Fecal Coliform (P/A and Enumeration)	SM 9221 E (MTF/EC)	Drinking Water	MTF
Fecal Coliform	SM 9221C, E (MTF/EC)	Wastewater	MTF
Total Coliform, Total Coliform with Chlorine Present	SM 9221B	Wastewater	MTF
Fecal Coliform with Chlorine Present	SM 9221E	Wastewater	MTF
<i>E. coli</i> (Enumeration)	SM 9221B.1; SM 9221F	Drinking Water	MTF/EC+MUG
Fecal Streptococci, Enterococci	SM 9230B	Drinking Water, Wastewater	MTF
Total Coliform / <i>E. coli</i> (P/A and Enumeration)	SM 9223	Drinking Water	Colilert
<i>E. coli</i>	SM 9223	Wastewater	Colilert
Total Coliform / <i>E. coli</i> (P/A and Enumeration)	SM 9223	Drinking Water	ONPG
<i>E. coli</i> (Enumeration)	SM 9223B	Drinking Water	Colilert
Yeast and Mold	SM 9610	Drinking Water	Membrane Filter
Uranium by ICP/MS	EPA 200.8	Drinking Water	ICP-MS
Gross Alpha and Gross Beta	EPA 900.0	Drinking Water, Wastewater	GPC
Radium-226, Radium-228	GA Institute of Technology (Radiochemistry-SOP2374)	Drinking Water	GS
Gross Alpha Coprecipitation	SM 7110 C	Drinking Water, Wastewater	GPC
Radon-222	SM 7500RN	Drinking Water	LSC
2,3,7,8-TCDD	Modified EPA 1613B	Drinking Water	GC-MS-MS
NDMA	EPA 521	Drinking Water	GC-MS-MS
NDMA	In house method Mod EPA 521 (GCMS-SOP2425)	Drinking Water	GC-MS-TQ



Environmental

Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
Organohalide Pesticides and Commercial Polychlorinated Biphenyl (PCB)	EPA 505	Drinking Water	GC-ECD
Chlorinated Acids	EPA 515.4	Drinking Water	GC-ECD
EDB/DBCP and Disinfection Byproducts	EPA 551.1	Drinking Water	GC-ECD
Carbonyls	EPA 556	Drinking Water	GC-ECD
Disinfection By-Products and Halo Acetic Acids	SM 6251B	Drinking Water	GC-ECD
1,4-Dioxane	EPA 522	Drinking Water	GC-MS
Semi-Volatile Compounds	EPA 525.2	Drinking Water	GC-MS
Endothall	EPA 548.1	Drinking Water	GC-MS
Taste and Odor Analytes	SM 6040E	Drinking Water	GC-MS
N-methyl-carbamoyloximes and N-methylcarbamates	EPA 531.2	Drinking Water	HPLC-FLUOR
Glyphosate	EPA 547	Drinking Water	HPLC-FLUOR
Perfluorinated Alkyl Acids	EPA 537	Drinking Water	LCMS-MS
Perfluorinated Pollutants	In-house Method (LCMS-SOP2434)	Drinking Water	LCMS-MS
Endothall	In-house Method (LCMS-SOP2445)	Drinking Water	LCMS-MS
Algal Toxins/Microcystin	In-house Method (LCMS-SOP3570)	Drinking Water	LCMS-MS
Glyphosate & AMPA	In-house Method (LCMS-SOP3618)	Drinking Water	LCMS-MS
Acrylamide	In House Method (LCMS-SOP2440)	Drinking Water	LCMS
Bromate	In House Method (LCMS-SOP2447)	Drinking Water	LCMS
Phenylurea Pesticides / Herbicides	In House Method, based on EPA 532 (LCMS-SOP2448)	Drinking Water	LCMS
Halo Acetic Acids & Bromate	EPA 557	Drinking Water	LCMS



Environmental

Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
Triazine Pesticides and Their Degradates	In House Method, based on EPA 536 (LCMS-SOP3617)	Drinking Water	LC-ESI-MS-MS
Hormones	EPA 539	Drinking Water	LC-ESI-MS-MS
Diquat and Paraquat	EPA 549.2	Drinking Water	HPLC-UV
Chlorinated Acids	EPA 555	Drinking Water	HPLC-UV
Asbestos	EPA 100.2	Drinking Water, Wastewater	TEM
Metals	EPA 200.8	Drinking Water, Wastewater	ICP-MS
Hexavalent Chromium	EPA 218.6	Wastewater	IC
Hexavalent Chromium	EPA 218.7; EPA 218.6	Drinking Water	IC
Mercury	EPA 245.1	Drinking Water, Wastewater	CV-AAS
Hexavalent Chromium	SM 3500-Cr B	Wastewater	UV/VIS
EDB, DCBP	EPA 504.1	Drinking Water	GC-ECD
1,2,3-Trichloropropane (TCP) at 5 PPT	CA SRL 524M-TCP	Drinking Water	GC-MS-SIM
1,2,3-Trichloropropane (TCP) at 0.5 PPT.	CA SRL 524M-TCP	Drinking Water	GC-MS-SIM
Volatile Organic Compounds	EPA SW 846 8260; EPA 524.2; In House Method SRL (GCMS-SOP2411)	Drinking Water	GC-MS
Volatile Organic Compounds	EPA 624	Wastewater	GC-MS

Water as a Component of Food and Beverage/Bottled Water

Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
EDTA and NTA	In House Method (Wet Chemistry-SOP2454)		IC



Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
Turbidity	EPA 180.1		Turbidimetry
Inorganic Anions and DBPs by Ion Chromatography	EPA 300.0; EPA 300.1		IC
Perchlorate (low and high levels)	EPA 314.0		IC
Oxyhalides Disinfection Byproducts	EPA 317.0		IC/PCR
Perchlorate	EPA 331.0		LC-ESI/MS
Cyanide (Total)	EPA 335.4		UV/VIS
Nitrate/Nitrite Nitrogen	EPA 353.2		UV/VIS
Ortho Phosphate	EPA 365.1; SM 4500P E		UV/VIS
Total Phenols	EPA 420.4		UV/VIS
Chlorine Dioxide	SM 4500-CLO2 D		UV/VIS
Chlorine Dioxide	Palin Test ChlordioX Plus		Chronoamperometric
Surfactants	SM 5540C		UV/VIS
Chlorine, Free, Combined, Total Residual, Chloramines	SM 4500-CL G		UV/VIS
Cyanogen Chloride (screen)	In House Method MWH/E 335MOD (Wet Chemistry-SOP2470)		Rapid Flow
Ammonia	SM 4500-NH3 H; EPA 350.1		Rapid Flow
Alkalinity	SM 2320B		Titration
Sulfite	SM 4500-SO ³ B		Titration
Corrosivity (Langelier Index), Carbonate as CO ₃ , Hydroxide as OH	SM 2330B		Calculation
Bicarbonate Alkalinity as HCO ₃	SM 2320B		Calculation
Hardness	SM 2340B		Calculation
Conductivity	SM 2510B		Conductivity Meter



Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
Residue (Filterable)	SM 2540C		Gravimetry
Residue (Total)	SM 2540B		Gravimetry
Cyanide (Free)	SM 4500CN F		ISE
pH	SM 4500-H+B		ISE
Fluoride	SM 4500F C		ISE
Total Organic Carbon	SM 5310C		IR/COUL
Dissolved Oxygen	SM 4500-O G		POT
Biochemical Oxygen Demand / Carbonaceous BOD	SM 5210B		POT-TITR
Legionella	Legiolert ®		IDEXX
<i>E. coli</i>	CFR 141.21(f)(6)(i) (MTF/EC+MUG) (Micro-SOP2347)		MTF/EC+MUG
Total Coliform / <i>E. coli</i>	SM9223		Colisure
Total Microcystins and Nodularins	EPA 546		ELISA
<i>Pseudomonas</i>	Micro-SOP2461		Pseudalert
Heterotrophic Bacteria	SM 9215 B		HPC
Total Coliform (P/A)	SM 9221 A, B		MTF/LTB
Total Coliform (Enumeration)	SM 9221 A, B, C		MTF/LTB
<i>E. coli</i> (Enumeration)	SM 9221B.1; SM 9221F		MTF/EC+MUG
Fecal Coliform (Enumeration)	SM 9221E (MTF/EC)		MTF/EC
Total Coliform / <i>E. coli</i> (P/A and Enumeration)	SM 9223		Colilert
Total Coliform / <i>E. coli</i> (PA and Enumeration)	SM 9223		ONPG
<i>E. coli</i> (Enumeration)	SM 9223B		Colilert
Yeast and Mold	SM 9610		Membrane Filter
Uranium by ICP/MS	EPA 200.8		ICP-MS



ANSI-ASQ National Accreditation Board

Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
Gross Alpha and Gross Beta	EPA 900.0		GPC
Gross Alpha Coprecipitation	SM 7110 C		GPC
Radium-226, Radium-228	GA Institute of Technology (Radiochemistry-SOP2374)		GS
Radon-222	SM 7500RN		LSC
2,3,7,8-TCDD	Modified EPA 1613B		GC-MS-MS
NDMA	EPA 521		GC-MS-MS
NDMA	In house method Mod EPA 521 (GCMS-SOP2425)		GC-MS-TQ
Organohalide Pesticides and Commercial Polychlorinated Biphenyl (PCB)	EPA 505		GC-ECD
Chlorinated Acids	EPA 515.4		GC-ECD
EDB/DBCP and Disinfection Byproducts	EPA 551.1		GC-ECD
Carbonyls	EPA 556		GC-ECD
Disinfection By-Products and Halo Acetic Acids	SM 6251B		GC-ECD
1,4-Dioxane	EPA 522		GC-MS
Semi-Volatile Compounds	EPA 525.2;		GC-MS
Endothall	EPA 548.1		GC-MS
Taste and Odor Analytes	SM 6040E		GC-MS
N-methyl-carbamoyloximes and N-methylcarbamates	EPA 531.2		HPLC-FLUOR
Glyphosate	EPA 547		HPLC-FLUOR
Perfluorinated Alkyl Acids	EPA 537		LCMSMS
Perfluorinated Pollutants	In-house Method (LCMS- SOP2434)		LCMSMS
Endothall	In-house Method (LCMS-SOP2445)		LCMSMS
Algal Toxins/Microcystin	In-house Method (LCMS- SOP3570)		LCMSMS



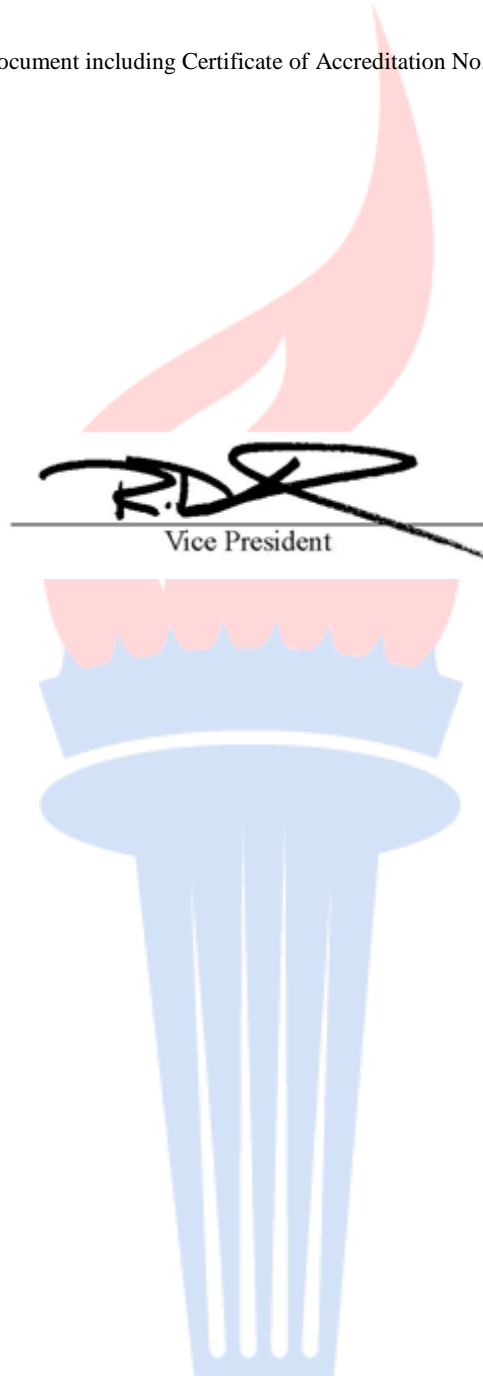
ANSI-ASQ National Accreditation Board

Specific Tests and/or Properties Measured	Specification, Standard, Method, or Test Technique	Items, Materials or Product Tested	Key Equipment or Technology
Glyphosate & AMPA	In-house Method (LCMS-SOP3618)		LCMSMS
Acrylamide	In House Method (LCMS-SOP2440)		LCMS
Bromate	In House Method (LCMS-SOP2447)		LCMS
Phenylurea Pesticides / Herbicides	In House Method, based on EPA 532 (LCMS-SOP2448)		LCMS
Halo Acetic Acids & Bromate	EPA 557		LCMS
Hormones	EPA 539		LC-ESI-MS/MS
Triazine Pesticides and Their Degradates	In House Method, based on EPA 536 (LCMS-SOP3617)		LC-ESI-MS/MS
Diquat and Paraquat	EPA 549.2		HPLC-UV
Chlorinated Acids	EPA 555		HPLC-UV
Metals	EPA 200.8		ICP-MS
Hexavalent Chromium	EPA 218.6; EPA 218.7		IC
Mercury	EPA 245.1		CV-AAS
Metals	EPA 200.7		ICP-AES
Dissolved Organic Carbon / Total Organic Carbon	SM 5310C		IR/COUL
1,2,3-Trichloropropane (TCP) at 5 PPT	CA SRL 524M-TCP		GC-MS-SIM
1,2,3-Trichloropropane (TCP) at 0.5 PPT.	CA SRL 524M-TCP		GC-MS-SIM
Volatile Organic Compounds	EPA SW 846 8260; EPA 524.2; EPA 624; In House Method (GCMS-SOP2411)		GC-MS



Note:

1. This scope is formatted as part of a single document including Certificate of Accreditation No. AT-1807.





United States Environmental Protection Agency
Office of Water
Office of Ground Water and Drinking Water
Standards and Risk Management Division
Technical Support Center
UCMR Laboratory Approval Program

Based on the review of submitted applications and successful participation in a Proficiency Testing (PT) Study for the fourth Unregulated Contaminant Monitoring Rule (UCMR 4), EPA has granted the status of "approved" to your laboratory for the method(s) listed below to the following laboratory at the listed address:

Eurofins Eaton Analytical, Inc. - CA
750 Royal Oaks Dr; Ste 100
Monrovia, CA 91016

The application and PT criteria are listed in the "UCMR 4 Laboratory Approval Requirements and Information Document, Version 2.0." Your laboratory is now "approved" to conduct UCMR 4 analyses using the following method(s):

LabID: CA00006

Method Name	Status	Date
EPA 200.8	Approved	2/6/2017
EPA 525.3	Approved	6/19/2017
EPA 530	Approved	6/19/2017
EPA 541	Approved	2/6/2017
EPA 544	Approved	4/3/2017
EPA 545	Approved	2/6/2017
EPA 546	Approved	2/6/2017
EPA 552.3	Approved	4/3/2017

End of Method List

This information will be included in the list of UCMR 4 approved laboratories on our website. Your approval status will be maintained during UCMR 4 by continuing to meet the criteria given in the "UCMR 4 Laboratory Approval Requirements and Information Document, Version 2.0," and any revisions to the aforementioned document. Please be aware that you are only permitted to conduct UCMR 4 analyses using those methods for which you have EPA approval. Should you wish to comment on any of these determinations, please write to:

UCMR 4 Laboratory Approval Coordinator
USEPA, Technical Support Center
26 W. Martin Luther King Drive (MS 140)
Cincinnati, OH 45268
UCMR_Lab_Approval@epa.gov



United States Environmental Protection Agency
Office of Water
Office of Ground Water and Drinking Water
Technical Support Center
UCMR Laboratory Approval Program

Based on the review of submitted applications for each of the listed methods, EPA has granted the status of "authorized" to your laboratory for the method(s) listed below to the following laboratory at the listed address:

Eurofins Eaton Analytical, Inc. - CA
750 Royal Oaks Drive; Suite 100
Monrovia, CA 91016

The application criteria are listed in the "UCMR 4 Laboratory Approval Requirements and Information Document, Version 2.0." Your laboratory is now "authorized" to conduct UCMR 4 analyses using the following method(s):

LabID: CA00006

Method Name	Status	Date
SM 5310 C	Authorized	12/27/2016
EPA 300.0 (Rev. 2.1)	Authorized	12/27/2016

End of Method List

This information will be included in the list of UCMR 4 approved laboratories. Your status will be maintained during UCMR 4 by continuing to meet the criteria given in the "UCMR 4 Laboratory Approval Requirements and Information Document, Version 2.0," and any revisions to the aforementioned document. Please be aware that you are only permitted to conduct UCMR 4 analyses using those methods for which you have EPA approval. Should you wish to comment on any of these determinations, please write to:

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USEPA, Technical Support Center
26 W. Martin Luther King Drive (MS 140)
Cincinnati, OH 45268
UCMR_Lab_Approval@epa.gov



United States Environmental Protection Agency
Office of Water
Office of Ground Water and Drinking Water
Standards and Risk Management Division
Technical Support Center
UCMR Laboratory Approval Program

Based on the review of submitted applications and successful participation in a Proficiency Testing (PT) Study for the fourth Unregulated Contaminant Monitoring Rule (UCMR 4), EPA has granted the status of "approved" to your laboratory for the method(s) listed below to the following laboratory at the listed address:

Eurofins Eaton Analytical, Inc. - IN
110 S. Hill Street
South Bend, IN 46617

The application and PT criteria are listed in the "UCMR 4 Laboratory Approval Requirements and Information Document, Version 2.0." Your laboratory is now "approved" to conduct UCMR 4 analyses using the following method(s):

LabID: IN00035

Method Name	Status	Date
EPA 200.8	Approved	2/6/2017
EPA 525.3	Approved	2/6/2017
EPA 530	Approved	2/6/2017
EPA 541	Approved	2/6/2017
EPA 544	Approved	4/3/2017
EPA 545	Approved	2/6/2017
EPA 546	Approved	2/6/2017
EPA 552.3	Approved	4/3/2017

End of Method List

This information will be included in the list of UCMR 4 approved laboratories on our website. Your approval status will be maintained during UCMR 4 by continuing to meet the criteria given in the "UCMR 4 Laboratory Approval Requirements and Information Document, Version 2.0," and any revisions to the aforementioned document. Please be aware that you are only permitted to conduct UCMR 4 analyses using those methods for which you have EPA approval. Should you wish to comment on any of these determinations, please write to:

UCMR 4 Laboratory Approval Coordinator
USEPA, Technical Support Center
26 W. Martin Luther King Drive (MS 140)
Cincinnati, OH 45268
UCMR_Lab_Approval@epa.gov



United States Environmental Protection Agency
Office of Water
Office of Ground Water and Drinking Water
Technical Support Center
UCMR Laboratory Approval Program

Based on the review of submitted applications for each of the listed methods, EPA has granted the status of "authorized" to your laboratory for the method(s) listed below to the following laboratory at the listed address:

Eurofins Eaton Analytical, Inc. - IN
110 S. Hill Street
South Bend, IN 46617

The application criteria are listed in the "UCMR 4 Laboratory Approval Requirements and Information Document, Version 2.0." Your laboratory is now "authorized" to conduct UCMR 4 analyses using the following method(s):

LabID: IN00035

Method Name	Status	Date
SM 5310 C	Authorized	1/10/2017
EPA 300.0 (Rev. 2.1)	Authorized	1/10/2017

End of Method List

This information will be included in the list of UCMR 4 approved laboratories. Your status will be maintained during UCMR 4 by continuing to meet the criteria given in the "UCMR 4 Laboratory Approval Requirements and Information Document, Version 2.0," and any revisions to the aforementioned document. Please be aware that you are only permitted to conduct UCMR 4 analyses using those methods for which you have EPA approval. Should you wish to comment on any of these determinations, please write to:

UCMR 4 Laboratory Approval Coordinator
USEPA, Technical Support Center
26 W. Martin Luther King Drive (MS 140)
Cincinnati, OH 45268
UCMR_Lab_Approval@epa.gov

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

CINCINNATI, OHIO 45268

Office of Ground Water and Drinking Water

Technical Support Center

August 1, 2012

Eurofins Eaton Analytical Inc, formerly known as MWH Labs
750 Royal Oaks Drive
Monrovia, CA 91016

Dear Nilda Cox,

Based on your application and successful participation in a Unregulated Contaminant Monitoring Rule 3 (UCMR 3) Proficiency Testing (PT) Study for each of the listed methods, EPA has given the status of "approved" to your laboratory for the method(s) listed below. This letter is being issued to reflect the name change for your laboratory. The application and PT criteria are listed in the "UCMR 3 Laboratory Approval Requirements and Information Document, Version 2.0." Your laboratory continues to be "approved" to conduct UCMR 3 analyses using the following method(s):

LabID: CA00006

Method Name**Approval Date**

Hormones by LC/MS/MS	EPA 539	5/2/2012
Perfluorinated compounds by LC/MS/MS	EPA 537	5/2/2012
VOCs by GC/MS	EPA 524.3	5/2/2012
1,4-Dioxane by GC/MS	EPA 522	5/2/2012
Inorganic anions by IC (Chlorate)	EPA 300.1	5/2/2012
Hexavalent chromium by IC	EPA 218.7	5/2/2012
Trace Element Metals by ICP/MS	EPA 200.8	5/2/2012

End of Method List

The information will be forwarded to the UCMR 3 Webmaster for inclusion in the list of UCMR 3 approved laboratories. Your approval status will be maintained during UCMR 3 by continuing to meet the criteria given in the "UCMR 3 Laboratory Approval Requirements and Information Document, Version 2.0," and any revisions to the aforementioned document. Please be aware that you are only permitted to conduct UCMR 3 analyses using those methods for which you have EPA approval. Should you wish to comment on any of these determinations, please write to:

UCMR 3 Laboratory Approval Coordinator
USEPA, Technical Support Center
26 W. Martin Luther King Drive (MS 140)
Cincinnati, OH 45268
UCMR_Sampling_Coordinator@epa.gov

Sincerely,

A handwritten signature in blue ink, reading "Michella S. Karapondo", is placed above the printed name.

Michella S. Karapondo
UCMR Laboratory Approval Coordinator

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

CINCINNATI, OHIO 45268

Office of Ground Water and Drinking Water

Technical Support Center

June 1, 2012

UL LLC

110 South Hill Street

South Bend, IN 46617

Dear Dale Piechocki,

Based on your application and successful participation in a Unregulated Contaminant Monitoring Rule 3 (UCMR 3) Proficiency Testing (PT) Study for each of the listed methods, EPA has given the status of "approved" to your laboratory for the method(s) listed below. The application and PT criteria are listed in the "UCMR 3 Laboratory Approval Requirements and Information Document, Version 2.0." Your laboratory is now "approved" to conduct UCMR 3 analyses using the following method(s):

LabID: IN00035**Method Name****Approval Date**

Hormones by LC/MS/MS	EPA 539	5/22/2012
Perfluorinated compounds by LC/MS/MS	EPA 537	5/22/2012
Trace Element Metals by ICP/MS	EPA 200.8	5/22/2012
VOCs by GC/MS	EPA 524.3	5/2/2012
1,4-Dioxane by GC/MS	EPA 522	5/2/2012
Inorganic anions by IC (Chlorate)	EPA 300.1	5/2/2012
Hexavalent chromium by IC	EPA 218.7	5/2/2012

End of Method List

The information will be forwarded to the UCMR 3 Webmaster for inclusion in the list of UCMR 3 approved laboratories. Your approval status will be maintained during UCMR 3 by continuing to meet the criteria given in the "UCMR 3 Laboratory Approval Requirements and Information Document, Version 2.0," and any revisions to the aforementioned document. Please be aware that you are only permitted to conduct UCMR 3 analyses using those methods for which you have EPA approval. Should you wish to comment on any of these determinations, please write to:

UCMR 3 Laboratory Approval Coordinator
USEPA, Technical Support Center
26 W. Martin Luther King Drive (MS 140)
Cincinnati, OH 45268
UCMR_Sampling_Coordinator@epa.gov

Sincerely,

A handwritten signature in blue ink, reading "Michella S. Karapondo".

Michella S. Karapondo

UCMR Laboratory Approval Coordinator



Eaton Analytical



Appendix B: Resumes



Eaton Analytical

Alejandra Gomez

EDUCATION

Citrus College, California, Enrolled

KEY EXPERIENCE

Dedicated Project Manager with 15 years of experience with one of the nation's top environmental laboratories performing testing and Project Management according to EPA established protocols and industry regulatory standards. Ms. Gomez is proficient in management of key accounts and drinking water regulations.

EMPLOYMENT RECORD**Eurofins Eaton Analytical, Monrovia, CA (06/15 – Current)**

Analytical Services Manager

- Day to day client account point of contact
- Coordinating pickup and delivery of client kits with in house staff and clients
- Final review of analytical reports, ensuring complete accuracy
- Review daily work orders and make revisions as needed
- Review invoices for complete accuracy of accounts
- A/R Weekly updates for account status
- Communicate special requests from clients to appropriate staff to ensure customer satisfaction
- Creating quotes and/or set up of new accounts
- Scheduling of laboratory incoming work with appropriate supervisors to ensure lab capacity is met
- Coordinating subcontracting of samples to labs with necessary certification

Montgomery Watson Harza Laboratories, Monrovia, CA (7/04 – 06/15)

Assistant Analytical Services Manager

- Answering inquiries and providing information to co-workers or clients via telephone, email or in person regarding specific projects; directing more complex inquiries to appropriate staff.
- Review daily work orders and make revisions as needed
- Review invoices for accuracy
- Communicate special requests from clients to appropriate staff to ensure customer satisfaction
- Creating quotes per client/supervisor requests and/or set up new accounts
- Scheduling of laboratory work with appropriate supervisors to ensure lab capacity is met
- Subcontracting invoice approvals
- Reception Duties, including mail distribution
- Notary Public services for the Laboratory



Eaton Analytical

- Update the laboratory website as needed: staff qualification pages, new career opportunities, press releases, etc.

The Destination Group, LLC, Sierra Madre, CA (6/02 – 07/04)

Web Editor/Design & Administrative Assistant

- Organized, scheduled, recorded and sent out mass mailings (mail merge)
- Created, updated & maintained magazine & cruise line databases in MS Access
- Updated client websites: design, online forms, internet SE marketing, metafile development
- Maintained office filing system, multi-line phones, purchased office supplies
- Sorted and distributed incoming mail, made bank deposits
- Arrange owner's travel arrangements
- Set-up & handle company accounts: Pitney Bowes mailing system, Kinko's, Fed-Ex

R.K. Skibsted Steel Corp., Baldwin Park, CA (8/01 – 6/02)

Receptionist/ Office Manager's Assistant

- Greet visitors, direct them to the appropriate individual and/or answer their inquiry
- Answer 5+ line phone system, indoor & outdoor intercom
- Maintained project folders including labels, dividers, filing of P.O.'s faxes & notes
- Mailed out 20-day preliminary notices by certified mail for each job
- Filing, Faxing, Typing, Copying, mail distribution, reconciliation of company credit cards
- Created, distributed and collected employee time sheets weekly, company memo's
- Created/upgraded company documents to digital format (Contract templates, Proposal templates, Logo, Prelim Forms, Purchase Order Forms, etc.)

The Destination Group, Digital, N. Hollywood, CA (2/00 – 8/01)

Junior Producer/ Administrative Assistant

- Updating client websites: including live edits, feedback forms, new designs
- Filing, Faxing, answering phones, receive and distribute mail
- Accounting assisting: create & mail invoices, bank deposits, reconcile bank statements

Yolanda Martin

Education AS, Chemical Technology Los Angeles Trade Technical College, 1987
Certified Water Treatment Plant Operator, T2, California, 2007
Introduction to Water Systems, Citrus College, 2007
Water Treatment I & II, Citrus College, 2006

KEY EXPERIENCE

Ms. Martin has over 27 years of experience in the field of analytical chemistry for the environmental laboratory. Her experience is primarily in organics, including extraction and analysis by gas chromatography, mass spectrometry and liquid chromatography. Her experience includes maintenance and troubleshooting of instruments, sample preparation and data validation.

Employment Record

2012 – Present **Eurofins Eaton Analytical, Analytical Services Manager**

Ms. Martin currently serves as an Analytical Services Manager of the firm's multistate certified laboratory. In this capacity, she is responsible for providing cost quotations, preparing bottle orders, and interacting with clients regarding project set up and communicating this information to the appropriate personnel. Ms. Martin monitors the project status and reviews the final report and subcontractor reports for completeness. She also works with the clients regarding any project issues that may arise.

2002-2012 **MWH Laboratories, Project Manager**

Project Manager of the firm's multistate certified laboratory. Responsible for providing cost quotations, preparing bottle orders, and interacting with clients regarding project set up and communicating this information to the appropriate personnel. Responsible for monitoring the project status, reviewed the final report and subcontractor reports for completeness.

2000 - 2002 **Chemist, GCMS Chemist**

Analyzed water samples for Volatiles using method EPA 524.2 and EPA 624, Semivolatile Organics by method EPA 525.2, Herbicides using methods EPA 547, and EPA 531.2 by Liquid chromatography.

Also, responsible for reviewing and validating data for several organic methods.

1990 - 2000 **Chemist- Gas Chromatography, Chemist**

Analyzed drinking water samples by various methods EPA 601/602, EDB-DBCP by modified EPA 504/8011, modified 8015, and Aldehydes by SM6252 by GC and GCMS.

1987 - 1990 Laboratory Technician, Laboratory Technician

Ms. Martin was responsible for preparation and analysis of Trihalomethanes by gas chromatography. Experience includes operation, maintenance and troubleshooting of instruments.

Project Experience**2007 - 2007 Project Manager, Plant B5 - Treatment Plant Start-up**

Managed The San Gabriel Valley Water Company start-up project for Plant B5 by creating sampling kits from their DHS sampling schedule, coordinated kit delivery and sample pick-up at the site, several times per day for 8-days. Coordinated rush sample analyses for various methods with the laboratory personnel and provided client with result summaries on the due date.



Eaton Analytical

Irene Trang

EDUCATION

Bachelor of Science, Environmental Toxicology, University of California, Davis – 2015

KEY EXPERIENCE

- 24 Hour Hazwoper Training
- Environmental Fate and Transport Analysis
- Environmental Compliance
- Analytical Testing Methods
- Groundwater Sampling
- Literature Reviews
- Report Writing

EMPLOYMENT RECORD**Eurofins Eaton Analytical, LLC, Analytical Services Manager Asst. : Sept 2015 - Present**

- Supported 2 project managers in handling water quality projects. Managed client requests and reviewed sample analysis requirements for drinking water compliance.
- Arranged monthly and weekly project supply deliveries for 3 large accounts based on client needs.
- Resolved regulatory and chemical issues for 15+ sample points per month for California Title 22 reporting.
- Fulfilled client requests daily through responsiveness to emails and phone calls.
- Served as clients' point of contact regarding EPA method requirements and analytical testing inquiries in potable water and wastewater.
- Responsible for monitoring and notification of contaminant results for distribution points and treatment plants.
- Trained onboarding staff on addressing client regulatory needs and the effective use of LIMS.

Veridian Environmental, Inc., Quality Assurance Chemist Intern: Jan 2014 – Jun 2015

- Conducted monthly groundwater sampling events. Utilized sampling equipment to make calculations, pump wells, and obtain sample volume.
- Determined quality of environmental data by analyzing laboratory quality control data and assessing quality assurance methods.
- Generated reports for sampling events and data validation. Produced 5+ reports per week to consistently meet end of the month profit margins.
- Managed final review and publishing processes of all reports. Proofread 20+ reports per month before submitting to client.

Kinsbursky Brothers, Inc. Health and Safety Intern: Jan 2012 – Jun 2012

- Eliminated potential accidents by assessing workplace hazards and developing new rules to improve health and safety of workers.
- Trained workers on new safety protocol to reinforce safety practices in the workplace.
- Maintained safety records by updating over 100 SDS documents of chemicals used by the facility.



Rick Zimmer

EDUCATION

Bachelor, Criminal Justice, San Diego State University, 1991
Masters, Business Administration, Long Beach State University, 2001

Rick Zimmer is a Senior Account Manager at Eurofins Eaton Analytical, Inc., the largest potable water testing laboratory in the United States. Mr. Zimmer holds both Bachelor's and Master's degrees and has over 20 years of experience working in the water industry as a Project Manager, Account Manager, Customer Service Manager and Regulatory Specialist. Mr. Zimmer presently manages projects for Eurofins' customers in California, Hawaii, American Samoa, Guam, the CNMI and Japan. Mr. Zimmer also serves as Safe Drinking Water Committee Vice Chairman for the California-Nevada Section of the AWWA, Regulatory Committee Chair for the Sacramento Area Waterworks Association and Water Quality Committee Member for the Association of California Water Agencies. He has conducted presentations on Emerging Contaminants, Field Sampling for Chemistry and Microbiology, UCMR3 and Hexavalent Chromium.

EMPLOYMENT RECORD

2001- Present Eurofins Eaton Analytical, Senior Account Manager and Project Manager

Manages a staff of sales and marketing professionals in locations throughout the United States whose role is to identify, assist and collaborate with public water systems and consulting firms in the development of appropriate monitoring programs, testing budgets and arrangements for laboratory services.

Serves as Senior Account Manager for customers in California, providing information and guidance on compliance with Title 22 monitoring regulations for public water systems, impaired water sources, wastewater discharges and water reuse projects. Serves on several State regulatory committees including the Cal-Nevada Section AWWA Safe Drinking Water Act Committee (Vice Chair), ACWA Water Quality Committee (Member), Metropolitan Water District of Southern California Water Quality Managers Committee (Member), WaterReuse Association Southern California Branch Committee (Member), North Bay Regional Water Users Committee (Member) and Sacramento Area Waterworks Association Regulatory Committee (Chair).

Serves as a Project Manager for Eurofins customers in CNMI, Guam, American Samoa and Japan who must comply with EPA SDWA regulations.



Eaton Analytical

Bosco M. Ramirez, M.S

EDUCATION

Master of Science in Analytical Chemistry - Governors State University, Illinois, 2000
Bachelor of Science in Chemistry, San Jose State University, California, 1985

KEY EXPERIENCE

Mr. Ramirez is a senior executive in the Food and Environmental testing industries with over 30 years of experience including demonstrated success in building and leading teams for profitable and sustainable growth. He is experienced and skilled in providing leadership, operations management, strategic planning, project management, capital planning/management, acquisitions/integrations, customer relationship and business development, business management, proposal management, process flow analysis and improvement. He is also experienced in leading distressed operations through realignment to achieve operational excellence.

EMPLOYMENT RECORD

Eurofins Eaton Analytical, LLC, Monrovia, CA: President Eurofins Eaton Analytical and Business Line Director of Water Testing US and Soil and Waste Water Testing (2017-Present).

Global Food, Nutrition & Industrial Company, Chicago, IL: Vice President of Operations, North America (2014 to 2017)

- Provided leadership and strategic planning for the entire operations segment of the organization.
- Oversaw a total of 21 laboratories in US, Canada and Mexico with revenues of \$200M annual providing analytical, research, consulting, auditing and education services to the largest food companies in the world.
- Posted growth in each of the fiscal years overseen and met Operating Profit goals set each year.
- Oversaw and led growth and development of instrumental chemistry products to enhance the service and technical excellence offering of the company.
- Participated in the acquisition/expansion of laboratories and related businesses and integrations thereof.
- Was responsible for the development of renewed infrastructure investments with two new laboratory buildings and four renovations in progress.
- Represented North America products, service and capabilities to the global customer base and within the company's global laboratory services group.



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Global Food, Nutrition & Industrial Company, Chicago, IL: Division Vice President of Operations (2013 to 2014)

- Was responsible for the technical, operational and financial performance of a group of Food Testing laboratories in North America. Was responsible for the management and deployment of analytical resources within the North American division of laboratories.
- Oversight of 5 laboratories including facilities in Canada and the US with revenues of over \$60M annually.

Nationwide Environmental Testing Laboratory, Nationwide: Corporate Director of Operations (2005 to 2013)

- Was responsible for strategic and operational leadership to address challenges in the company nationwide.

Nationwide Environmental Testing Laboratory, Oakland, CA: Acting President (2011 to 2012)

- Assumed leadership role in this facility to improve its operations and profitability. Implemented Quality Manufacturing Plan and grew it by 20% in 2012.
- Improved product quality, enhanced customer service and product availability.

Nationwide Environmental Testing Laboratory, Nashville, TN: Laboratory Director (2011 to 2012)

- Was responsible for strategic and operational leadership, business development, and financial performance of the Nashville laboratory.
- This laboratory, with 183 scientists and 9 service centers was \$26 million in revenues for the company.
- Restructured the leadership teams and organizational structures to maximize production and financial performance and to improve customer responsiveness.
- Began process of change management for LIMS Conversion – left facility ahead of schedule for the event

Nationwide Environmental Testing Laboratory, Houma, LA: Operations Manager (2010 to 2010)

- Leveraged and managed the resources and capabilities of the company to establish and operate an onsite laboratory in the Gulf of Mexico area in response to the largest environmental disaster in the history of this country.
- Managed a rotating staff of just over 100 chemist and technicians to operate a fully automated, fully approved laboratory capable of producing level IV data on site. The facility at times operated 24/7.

Nationwide Environmental Testing Laboratory: Proposal Director (2010 to 2013)

- Designed and implemented a corporate level Proposal Management/Response group to serve the needs of the company at large. The group relied on centralized information library and centralized tools to serve the needs of the entire company for complex proposal responses. The process and tools were designed to improve the quality, timeliness and strategic angle of entry to opportunities.

Environmental Testing Laboratory, Ecuador: Laboratory Director (2003 to 2008)

- Set up and achieved certification of this facility in the remote Amazon area (Oriente) of Ecuador.



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- Hired and trained local chemists to run ISO 17025 compliant facility in the analysis of water and soil samples for a variety of petroleum related tests.
- Installed and ran a LIMS in the remote location and achieved a successful relocation to a more secure area of the country.
- The facility supported activities for one of the largest environmental lawsuits in history.

Environmental Testing Laboratory, Chicago IL: Corporate Client Services Director (2002 to 2005)

- Was responsible for interacting with laboratories, regulators and clients to address Client Service Challenges and high level corporate client issues as needed

Environmental Testing Laboratory, Chicago IL: Technical Director and Client Services Manager (1995 to 2002)

- Prepared quotes and proposals in response to customer needs.
- Worked with technical group to develop methods and to meet project and programmatic requirements for various DoD clients for Navy, COE and AFCEE work.
- Served large industrial clients nationwide.
- Oversaw and directed LIMS transition.

Environmental Testing Laboratory, Stockton CA: Laboratory Director (1992 to 1995)

- Was responsible for financial performance, business development, pricing, quality, health & safety, employee satisfaction and customer satisfaction for this analytical laboratory serving a variety of industrial clients and large DoD projects.

Environmental Testing Laboratory, Stockton CA: Quality Assurance Manager (1990 to 1992)

- Was responsible for the design and implementation of the Quality Systems for this facility.
- Developed the tools, training and processes that allowed the facility to achieve AFCEE approval for executing projects at Air Force bases.
- The laboratory also achieved NAVFAC approval for supporting Navy projects.

Environmental Testing Laboratory, Stockton CA: Analytical Chemist (1989 to 1990)

- Was responsible for the analysis of water and soil samples for various organic tests including 601/602, 8010/8020, various TPH methods for volatile and semi volatile compounds.
- Oversaw the maintenance and performance of up to 6 GC and GCMS instruments.
- Supervised 2 technicians.

Winery, Livingston CA: Quality Control Chemist (1985 to 1989)

- Responsible for analysis of wines and musts at all stages of production. Also conducted all distillery analysis including QC checks of cooling towers and high alcohol content spirits.
- Performed weekly QC chemical checks on over 300 tanks of wine, including microbiological plating.



Eaton Analytical

Fred Haley

EDUCATION

Bachelor of Science in Chemistry, California Polytechnic University, Pomona, CA, 1987

KEY EXPERIENCE

Mr. Haley has over 30 years of environmental laboratory experience with a background in organic analysis. He received a B.S. in Chemistry from California Polytechnic University. Mr. Haley has extensive experience throughout the laboratory. He has operated as a bench chemist, Project Manager, Client Services Manager, Lab Manager and VP of Operations. As a Laboratory Director, Mr. Haley had direct oversight of laboratory operations and was responsible for the profitability of the Irvine facility. Mr. Haley has experience in the use of the following instruments: Agilent/HP gas chromatographs with various detectors, HP7673A auto samplers, and Tekmar and OI Analytical liquid sample concentrators. He is familiar with a large variety of EPA methodologies which are used in support of analyses for soil, air and aqueous matrices.

EMPLOYMENT RECORD

Eurofins Eaton Analytical, LLC, Monrovia, CA: Laboratory Director Eurofins Eaton Analytical (2019-Present).

Vice President Operations, TestAmerica, Irvine, CA - 2015 to December 2018

Mr. Haley provided comprehensive management and direction of all technical, business and administrative activities for laboratories and Service Centers located in Anchorage, AK; Honolulu, HI; Irvine, CA; Las Vegas, NV; Phoenix, AZ; Pleasanton, CA; Portland, OR, Sacramento, CA; Seattle, WA and Spokane, WA. His duties included business planning and profit/loss management; development of regional market strategy and sales focus; operational performance; developing key management teams; and business growth through organic expansion.

Laboratory Director – TestAmerica, Irvine, CA – 2015

Mr. Haley oversaw the Irvine laboratory facility. He was responsible for the laboratory systems and processes to support daily production by the laboratory, creation of legally defensible data, and on-time delivery of data. In addition, he was directly responsible for the profit and loss of the lab, staffing and employee morale. Mr. Haley worked with department managers, quality assurance personnel and IT staff to improve the processes and procedures within the laboratory in order to continuously improve the laboratory experience for our customers and employees.

Laboratory Director – Eurofins Eaton Analytical, Monrovia, CA – 2014 to 2015

Oversaw 6 department managers and was responsible for the laboratory systems and processes to support daily production by the laboratory, creation of legally defensible data, and on-time delivery of data to our clients. In addition, he was responsible for the profit and loss of the lab, staffing and employee morale. Mr. Haley worked with the department managers, quality assurance personnel and IT staff to improve the processes and procedures



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within the laboratory in order to continuously improve the laboratory experience for our customers and employees.

Manager of Client Services – Eurofins Eaton Analytical, Monrovia, CA – 2013 to 2014

Oversaw 7 Account Managers in the Monrovia, Folsom and Scottsdale locations as well as the sample Receiving Manager in the Monrovia facility. Tracked output of the groups, ensuring that client needs were met such as on time delivery, data deliverables, bottle kits, quality of data and responsiveness of the account managers. Also responsible for the hiring and training of new account managers, assignment of accounts and leveling of workloads. Supported the managers in dealing with client issues that might arise and worked to develop corrective actions that addressed root cause and long term solutions. In addition, handled account management duties for a number of clients requiring drinking water compliance.

Handling numerous UCMR3 clients. Set up clients within our management system, provided sampling instructions, bottle kits, final reports and invoices. Managed large municipal client. Meeting the daily needs of the client. Evaluating project set up to meet compliance needs, TAT requirements, quality objectives and investigating and providing timely feedback on questions pertaining to deliverables and set up of future projects.

GC/HPLC Supervisor – Eurofins Eaton Analytical, Monrovia, CA – 2012 to 2013

Managed a staff of nine chemists in the GC/HPLC lab. Responsible for managing staffing and equipment needs of the group to meet productivity goals and analytical deadlines. Also responsible for training analysts, writing standard operating procedures and evaluating data to ensure that all QC protocols are followed. Other tasks included method development, troubleshooting instruments and serving as a technical resource for the staff. In addition, spends 25 % to 50% of time performing analysis.

Laboratory Director – Del Mar Analytical / TestAmerica, Irvine, CA – 2000 to 2012

Led a laboratory of over 150 chemists and support staff. Grew the lab from 7MM in revenue to a high of 20MM in 2009. The lab provided groundwater, wastewater and drinking water capabilities. Developed a lab within a lab concept in order to bring Drinking water capabilities to the lab in 2009. Led the lab through two laboratory information management (LIMS) change overs and a lab move during this time. Responsible for the profit and loss as well as development of leadership within the lab and support of process and systems within the lab.

Client Services Manager – Del Mar Analytical, Irvine, CA – 1999 to 2000

Oversaw the work of 6-8 project managers. Measured weekly performance indicators such as on time delivery, invoicing and electronic data delivery. Worked with individual project managers to develop their skills, provide feedback and to grow the strength of the management team.

Project Manager – Del Mar Analytical, Irvine, CA – 1998 to 1999

Managed 1MM to 2MM in revenue yearly. Set up Projects within the Laboratory's LIMS, with an emphasis on meeting the client's reporting limits, compound lists, quality needs and compliance with permits, as well as turn-around time for samples. Coordinated logistics with clients and the laboratory to ensure courier pickups and deliveries. Reviewed and generated reports, interpreted data and acted as the interface between the client and laboratory. Reviewed, submitted invoices to clients for payment and follow up as needed on outstanding invoices.



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Managed a large LAUSD school site with multiple analytical and reporting limit challenges. Large sampling events with 20-40 samples per day being submitted for a full suite of analyses. Project was approximately \$1MM in size and lasted for a year. Challenges on a regular basis to keep the flow of results to the client, coordinate the daily courier pick-ups and drop offs and to provide a timely electronic deliverable to the client. In addition, rush samples would occur at unscheduled times due to activities in the field and prior analytical results. This required flexibility and communication to set up special couriers and to coordinate with the lab to handle the rush needs.



Eaton Analytical

William C. Lipps

- EDUCATION** BS Geology and Chemistry, Stephen F Austin State University, 1986
- Special Recognition in Geology, graduate courses in geochemistry

KEY EXPERIENCE

Mr. Lipps has a thorough understanding of the development and application of chemical methods and instrumentation for environmental, agricultural, geochemical, pharmaceutical, and industrial chemical analysis. He works well in a high stress environment where decisions are needed quickly. He is extremely familiar with SDWA, CWA and RCRA methods, regulated methods and environmental laboratories. Conceptualized, designed, and managed from idea to commercialization chemical analysis products and methods including laboratory and on-line. He is skilled at organizing complex projects, defining project priorities, and delegating tasks. He has created technical content, webinars, and has given over 100 podium presentations on new methods being developed at OI Analytical, Shimadzu, ASTM, Standard Methods, the method update rules (2007-2017), and on Part 136.6 method flexibility. He has demonstrated record of high performance standards, including attention to schedules, deadlines, budgets, and quality work.

EMPLOYMENT RECORD

Eurofins Eaton Analytical, LLC, Monrovia, CA, Chief Scientific Officer - 2018 - Present

- Responsible for overall technical guidance of the multi-state certified laboratory, providing insights into emerging issues for which the lab should develop capabilities. He also serves as the primary external laboratory resource, presenting at numerous local, regional, and national conferences.
- Standard Methods Part 4000 Coordinator
- Standard Methods AWWA Editor
- SME Executive committee Vice Chair

Shimadzu Scientific Instruments Inc., Columbia MD, Market Manager - Environmental/Geochemical - 2014 – 2018

- Defined the environmental market and its various sub segments. Created marketing plan with overall goal for Shimadzu leadership in all segments.
- Developed customer profiles and customer needs documents to help sales and technical staff understand the market.
- Defined the product mix, so that sales and marketing can focus efforts on products the customers need most.
- Wrote and validated a new ASTM Standard for the determination of TN, and TKN by Calculation, High Temperature Catalytic Combustion with Chemiluminescent detection.
- Held several Symposiums featuring Bill Telliard bringing in high-ranking EPA officials to Shimadzu for the first time.
- Developing and validating a triple quadrupole method for the analysis of pesticides and PCBs by triple quadrupole gas Chromatography mass spectrometry. This will be a fully validated ASTM standard. The goal is approval at 40CFR Part 136 to be in addition to Method 608. This new technology eliminates interferences, reduces reagents and waste; is a "green" technology compared to method 608.
- As ASTM D19 vice chair, created and voted as a requirement, a method validation protocol ensuring that all new ASTM standards developed for CWA compliance meet or exceed CWA requirements for new methods. This new ASTM D19 requirement forces technical contacts to fully document method validation. The method validation report, not just an inter-laboratory study is to be submitted to EPA.



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- As Standard Methods Part 4000 coordinator have overseen development of a new DO method, rewrite of cyanide preservation to more closely match ASTM D7365, updated the nitrate method, updated the QC section to include QC required at 40 CFR Part 136.7, and in the process of new methods for TN and PAA and updated methods for sulfite, sulfide, phosphate, TKN, and other parameters.

OI Analytical, College Station, TX, Product Manager, Water Analysis Products 2004 – 2014

- Designed a new on-line cyanide analyzer (OI CN Solution 9310) and sample filtration module. Carried this product from idea to commercial product. Development included, vision statement, approval and budget from board to proceed, establishing collaboration with Newmont Mining, preparing a business case with ROI, market requirements documents, customer requirements documents, engineering specifications, software specifications, UI design, alpha testing, beta testing, release, launch, marketing materials, manuals, and methods of analysis, pre-sales, and post-sales support.
- Designed a new flow analyzer (OI FS3700) that is now OI's new instrument. Prepared market requirement document, engineering specifications, UI requirements, Software integration requirements, engineering specifications, method requirements, ROI. I left OI before this product was completed; however, the final product is over 90% my idea.
- Developed of a Flow Injection Analyzer for analysis of total, available, and free cyanide using gas diffusion Amperometry methods. Simplified total cyanide method, improving fluid dynamics, and making the method easier for the average user.
- Worked closely with ASTM and EPA OW to create numerous new methods for cyanide including ASTM D7365, D7237 Free Cyanide, D6888 Available Cyanide, D7284 Total Cyanide, and D7511 Total cyanide. Also developed ASTM D7781 Nitrate by reductase, and ASTM D7573 TOC by Combustion NDIR.
- Developed and validated over 50 analytical methods for continuous flow, and discrete analyzers. These tasks include written methods, validation according to ASTM and ATP protocols, operations manuals, technical operating notes, applications in various matrices, evaluation of interferences, and product positioning.
- Company liaison with EPA, Standard Methods, ASTM, USGS, ISO, and various international agencies pertaining to analysis of conventional pollutants by wet chemical analysis methods.

Inter-Mountain Laboratories Inc., Farmington, NM, Laboratory Manager - 1999 – 2004

- Managed and responsible for daily operations of a full service environmental and soil analysis laboratory.
- Increased profitability by streamlining inorganic analyses for various base metal mining operations. This included optimizing laboratory processes and batch flow routing of hundreds of samples. Laboratory went from 20% in red to a few percentage in black.
- Introduced radiochemical testing by purchasing equipment, and training first employees in the analysis of gross alpha, gross beta, and Radium 226. IML moved the equipment to Sheridan WY, but it and the initial methodology is still in use.

Inter-Mountain Laboratories Inc., Gillette, WY Chief Chemist - 1996 - 1999

- Set up inorganic and organics laboratory including operation, wrote laboratory SOP's, and trained employees for ICAP, volatile and semi-volatile GC/MS, IC, AA, GFAAS, TOX, GC, continuous flow, and wet chemical methods. Ensured analyses done according to laboratory QA program.
- Wrote laboratory QA plan, chemical hygiene plan, and multiple methods for EPA compliance.
- Managed up to seven scientists and technicians achieving significant improvements in quality of data and productivity.

**Microbac Pan American, Brownsville, TX, Chief Chemist - 1993 - 1996**

- Managed daily operations of a full service environmental testing laboratory. This included sampling and analysis of metals, organics, and conventional pollutants for compliance purposes.
- Wrote chemical hygiene plan, quality assurance plan, and waste disposal plan.

Pan American Laboratories Inc., Brownsville TX, President - 1986 – 1993

- Environmental, industrial, and agricultural consulting, sampling, and analysis in the US and Mexico.
- Responsible for all operations, marketing, and profitability
- Analysis of ores, minerals, feeds, fertilizer, pesticide formulations and residues, petroleum products, and industrial minerals.

Skills Public Speaking, SalesFusion, Copywriting, Pricing Strategy, Napoleon Hill Master Sales and Certified Leader Part 1 Course (self-taught).

Other ASTM D19 chair, Standard Methods Part 4000 coordinator, US ISO representative for TC147 on water SC2 chemical methods, SME executive committee secretary. ASTM Award of Merit, ASTM Max Hecht Award, Three ASTM Standard Development Awards.

| **Eaton Analytical**

David S Tripp

Education

AA, Police Science Fullerton College, 1985

BS/BSc, Business Management Azusa Pacific University, 2009

KEY EXPERIENCE

Mr. Tripp has extensive experience in the field of analytical chemistry for the environmental laboratory. He has experience in both organic and inorganic analyses using EPA methods on a variety of analytical instruments. His experience includes installation, operation, maintenance and troubleshooting of instruments, sample preparation, training analysts, validating data, and supervision of technical staff.

Employment Record**2012-Present Eurofins Eaton Analytical, LLC, Analytical Services Manager**

Mr. Tripp currently serves as an Analytical Services Manager. In this capacity, he manages analytical drinking water projects for public water systems (PWS), bottled water distributors, and environmental consultants - from account/project set up, scheduling, and sample kits, through sample receipt, coordination, and analysis, to data review, reporting, and client consultation.

2006-2012 MWH Laboratories, Project Manager

As a Laboratory Project Manager, Mr. Tripp managed analytical drinking water projects for public water systems (PWS), bottled water distributors, and environmental consultants - from account/project set up, scheduling, and sample kits, through sample receipt, coordination, and analysis, to data review, reporting, and client consultation.

2005 - 2006 MWH Laboratories, Organics Manager

Management of daily operations for Organics laboratories including GC, GCMS, HPLC/LCMS and Extractions. Supervision of 35 chemists and 4 supervisors. Coordinate workflow and special project requests with Client Services, QA and analytical staff.

- 2001 - 2005 MWH Laboratories, Supervising Chemist**
Management of the Extraction Lab and supervision of nine chemists. Responsible for meeting quality control and method requirements, scheduling work, hiring and training staff, and managing the group budget. Advises Client Services, Lab Directors, and department managers regarding capacity for scheduling client projects.

Increased Extraction Lab sample capacity and reduced turnaround times for all methods. Updated department SOPs. Improved documentation practices through staff training and introduction of new procedures.
- 1994 - 2001 MWH Laboratories, Senior Chemist - Gas Chromatography**
Analyzed Pesticides and PCBs using EPA methods 508 and 608, Herbicides using EPA methods 515.1 and 615, and OP-Pesticides using EPA methods 507 and 614. Experience with preparation and analysis of EDB-DBCP by modified EPA methods 504/8011 and Aldehydes by SM6252. Responsible for preparation and analysis of Haloacetic Acids by SM6251B for the Information Collection Rule (ICR).
- 1989 - 1994 IT Analytical Services, Senior Chemist - Gas Chromatography**
Analyzed extracts for Pesticides and PCBs using EPA CLP-SOW 3/90 and method 8080. Analyzed samples for volatile organic compounds by purge and trap gas chromatography using EPA methods 601, 602, 8010, 8020 and modified 8015.
- 1985 - 1989 IT Analytical Services, Chemist - General Chemistry**
Analyzed samples for Total Organic Carbon (TOC) and Total Organic Halide (TOX) using EPA methods 415.1 and 9060. Performed flow injection analysis for colorimetric procedures according to EPA methods. Responsible for ion chromatography analysis for anions by EPA method 300 and analysis by quantitative IR for EPA methods 418.1 and 413.2. Performed numerous analyses using NIOSH and ASTM methods. Wrote several SOPs including Total Recoverable Petroleum Hydrocarbons, Total Organic Carbon, and Total Organic Halide.
- 1983 - 1985 IT Analytical Services, Chemist - Mass Spectrometry**
Analyzed gas samples, microcircuit atmosphere, and solid samples for off-gassed products. Responsible for interpretation of mass spectra, data computation and client consultation. Helped maintain the lab's reputation as one of only four in the world certified to analyze Joint Army/Navy (JAN) electronic parts.
- 1982 - 1983 IT Analytical Services, Lab Assistant**
Shipping and Receiving. Sample Login. Facilities Maintenance. Glassware washing.

Project Experience

- 2007 - 2010 Project Manager, EPA Small System Unregulated Contaminant Monitoring Rule 2**

Manage the lab's contract work to provide analytical support to EPA for UCMR2 for 800 small systems across the country. This multi-year contract requires stringent quality control in addition to management of a large sample load for both routine and non-routine analyses for nitrosamines, flame retardants, explosives, insecticides, herbicides, and their degradates to determine future regulatory decisions/actions.

2007 - 2011 **Project Manager, EPA (UCMR2) Unregulated Contaminant Monitoring Rule 2 - Large Systems**

Manage contract work to provide analytical support to EPA for UCMR2 for numerous large systems (PWSs) across the country. This multi-year contract requires stringent quality control in addition to management of a large sample load for both routine and non-routine analyses for nitrosamines, flame retardants, explosives, insecticides, herbicides, and their degradates to determine future regulatory decisions/actions.

2004 - 2006 **Supervising Chemist/Organics Manager, Project Scan/Global Monitoring**
Supervision and management of analytical staff and procedures required for Organic and Inorganic testing. Coordination of compositing for samples destined for sub-contract laboratories. Assisted Project Manager with coordination of client requested lab-wide three week long Hold Time study.

2003 - 2004 **Supervising Chemist, NDMA Precursors Study**
Coordinated and supervised analytical testing of NDMA and precursors, from prep through compilation of data. Assisted Project Manager with client consultations, data formatting and report summary of preparatory procedures.

2003 - 2004 **Supervising Chemist, WateReuse Project WRF-01-001 - Low Cost Analytical Methods for Measuring NDMA Concentrations**
Coordination and supervision of Extraction staff and procedures related to Micro Liquid-Liquid Extraction (MLLE), Continuous Liquid-Liquid Extraction (CLLE) and Solid Phase Extraction (SPE) for NDMA and other Nitrosamines.

2001 - 2005 **Supervising Chemist - Solid Phase Extraction, EPA Small Systems (UCMR) Unregulated Contaminant Monitoring Rule**
Mr. Tripp was responsible for coordinating the UCMR related activities of laboratory extraction chemists in support of the lab's contractual obligation to the EPA UCMR small systems program.

1996 - 1998 **Chemist - Haloacetic Acids, EPA Information Collection Rule (ICR) Compliance Monitoring**
Mr. Tripp was responsible for preparation and analysis of Haloacetic Acids by gas chromatography for large utilities performing monitoring in compliance with the EPA's Information Collection Rule (ICR).

Education

BS/BSc, Chemistry Loma Linda University, 1985

KEY EXPERIENCE

Mr. Hsieh has over 25 years of experience performing metals and organic analyses in wet chemistry, metals and organic analyses. Mr. Hsieh is proficient in the use of the following instruments: Perkins Elmer AA, GFA, ICP, ICPMS and Agilent ICPMS and GC as well as proficient in many wet chemistry methods and equipment. He is familiar with various EPA and Standard methods.

Employment Record

2003-Present **Eurofins Eaton Analytical (formerly MWH Laboratories), Manager of Operations**

Group leader for metal group in late 2003. I took on additional responsibilities as supervisor for Radiochemistry section and part of wet chemistry section in middle of 2006. In August 2007, I accepted responsibilities of Inorganic section supervisor. Inorganic section included Wet Chem, Metals, IC and Rad group. In 2018 I was appointed Manager of Operations.

2000 - 2003 **MWH Laboratories, Chemist II**

Joined MWH as Metal section Chemist. I'm responsible for analyzing samples using GFAA and ICP. In Jan. 2003, the lab was moved from Pasadena to Monrovia. I helped in design and setup of new lab for metal section and setup of new equipment for metal section.

1997 - 2000 **SciLab, Sr. Chemist**

Owners of SciLab, from east coast, started a new lab in Carson California with four chemists from VOC analytical. Our responsibilities included setup of method and equipment, setup of QA program, setup of Chemical Hygiene program, programming of LIMS. Project management, client service, analyzing samples and certification of laboratory.

1994 - 1997 **VOC Analytical, Supervisor**

VOC Analytical bought out BC Analytical. My responsibilities did not change until the Anaheim facility was closed. I then become supervisor for volatile GC section. VOC Analytical filed chapter 7 in the middle of 1997.

1989 - 1994 BC Analytical(Brown & Caldwell Laboratories), Sr. Chemist/Supervisor
Brown & Caldwell Laboratories changed its name to BC Analytical. Two new facilities were opened in Anaheim and Glendale California. I was part of start-up team for Anaheim. Duties included facility design, shipping/receiving of equipment, setup of all inorganic methods and equipment and certification of lab by California DOHA. Afterward, I split time and responsibilities as inorganic section supervisor and Chemical Hygiene Officer for Anaheim and ICP analyst for Glendale. I resume full time in Anaheim on late 1993 and take on additional responsibility of mobile lab supervisor. We operated two mobile labs through California and Nevada. We used several GCs for volatile and semi-volatile testing for organic materials.

1987 - 1989 Brown & Caldwell Laboratories, Chemist II
Analyzed waste water and solid/soil samples by using Flame AA. Graphite Furnace AA and ICAP in Metal Department. Analyzed waste water samples for gross alpha and beta in Radiochemistry Department.

1985 - 1987 Brown & Caldwell Laboratories, Chemist I
Analyzed waste water and solid/soil samples using various EPA and SM methods in Wet Chemistry Department.



Nilda B. Cox

Education	BS/BSc, Chemistry University of Santo Tomas (Philippines), 1974
Membership of Professional Bodies	<p>Institute for National Environmental Lab Accreditation (INELA)- Committee Member -Onsite Assessment Committee - 2005 - 2006</p> <p>The NELAC Institute (TNI)- NELAP- National Environmental Lab Accreditation Program - Committee Member-Onsite Assessment Committee 2007 – 2012</p> <p>The NELAC Institute (TNI)- NELAP- National Environmental Lab Accreditation Program- Committee Member-Laboratory Accreditation Committee 2012- Present</p> <p>The NELAC Institute (TNI)- NEFAP- National Environmental Field Accreditation Program - Committee Member-NEFAP Executive Committee 2013- Present</p>

KEY EXPERIENCE

Ms. Cox was an instructor in the field of Science in a prestigious university teaching college students in partial fulfillment of a Bachelor's Degree in Science and Chemistry.

Employment Record

2012-Present Eurofins Eaton Analytical Inc, (EEA), Regulatory Manager/Laboratory Quality Assurance Officer

Ms. Cox is the Regulatory Consulting/Quality Assurance Officer for EEA. In this capacity, she serves as a resource for numerous outside entities, providing consulting services in the area of QA/QC to assist them with development of their own in house QA programs. Ms. Cox also provides services in laboratory design and laboratory audit services to identify client needs for a comprehensive quality system.

As the Regulatory Manager/Laboratory Quality Assurance Officer for EEA, Ms. Cox is responsible for serving as a resource in managing the internal laboratory QA/QC program and in maintaining NELAP and states lab certifications.

1995 -2012 MWH, Regulatory Manager/Laboratory Quality Assurance Officer

Ms. Cox is the Regulatory Consulting/Quality Assurance Officer for MWH Labs. In this capacity, she serves as a resource for numerous outside entities, providing consulting services in the area of QA/QC to assist them with development of their own in house QA programs. Ms. Cox also provides services in laboratory design and laboratory audit services to identify client needs for a comprehensive quality system.

As the Regulatory Manager/Laboratory Quality Assurance Officer for MWH Labs, Ms. Cox is responsible for serving as a resource in managing the internal laboratory QA/QC program and in maintaining NELAP and states lab certifications. In addition to supporting internal QA/QC, Ms. Cox is in charge of the hazardous waste management/health and safety program for the lab, chairing monthly safety committee meetings and providing proactive recommendations and solutions to maintain minimum workplace incidents and injuries.

1990 - 1995 NET, Inc., Quality Assurance Coordinator

Responsible for Data Quality of the commercial laboratory.

Responsible for health and safety compliance of the laboratory to Federal, County, and State regulations.

Responsible in coordinating the hazardous waste management program of company

1981 - 1990 Baxter Edwards, Irvine CA, Supervisor/Senior Analytical Chemist-Methods Development/Industrial Hygiene

Ms. Cox was the senior analytical chemist/supervisor of the QA Chemistry Department in 1981 thru 1990 of a medical device company involved in developing and manufacturing diagnostic /therapeutic catheters, implantable prosthesis and electronic devices.

Direct Project Experience

July 2008 to LADWP Water Quality Laboratory
Sept. 2008

Audited the drinking water laboratory QA processes and Quality System for compliance with EPA and SDWA requirements and the NELAC 2003 Quality Manual template for small labs. As per client's scope, Ms. Cox provided audit reports and recommendations for findings of the laboratory's practices and quality system. Ms. Cox assisted in implementing corrective action and preventive measures including QA/QC training, ethics/data integrity trainings, and required drinking water regulatory trainings.

Publications

2000, "NELAC -Is It Good For Drinking Water Labs?", Cox, N., Cooper, J. & A. Eaton.

1999, "Is Precise Accurate DBP Date Possible?", Eaton, A., Cox, N., Haghani, A., McNally, M., & M Roughen

1998, "A comparison of the Ruggedness of Different Analytical Methods for Perchlorate", Eaton, A., Haghani, A., & N Cox

1981, "The Azolla-Anabaena complex and its use in rice culture", I. Watanabe, Bai Ke-Zhi, N.B. Cox, C.R. Espinas, O. Ito and B.P.R. Subudhi.

1980, "Growth of Azolla in paddy field as affected by phosphorus fertilizer", I. Watanabe, N.B. Cox and D.C. del Rosario

1979, "Environmental Conditions Affecting Azolla Growth", C.R. Espinas, N.B. Cox, D.C. del Rosario and I. Watanabe

1977, "Utilization of the Azolla Anabaena Complex as Nitrogen fertilizer for Rice". , I.Watanabe, CR Espinas, N.B. Cox and B.V. Alimagno.



Eaton Analytical

Korous Vaziri**EDUCATION**

Bachelor of Science in Biology, Jersey City State University, New Jersey

KEY EXPERIENCE

Highly motivated and experienced professional skilled in all of laboratory Life Cycle, excel at handling multiple tasks simultaneously within demanding time and budget constraints. With a track record of successfully completed projects that dramatically and positively affected the organizations through increased accuracy, efficiency and profit. Proven leader with a well-developed ability to develop and motivate cross-functional teams for widely varying proposes. Extensive proficiencies in a wide range of technical and analysis of existing system/methods for opportunities, development of short and long term goals and creation and implementation of solutions.

EMPLOYMENT RECORD**Eurofins Eaton Analytical, LLC, Monrovia, CA: Organics Manager (2018-Present).****TESTAMERICA LABORATORIES, WEST SACRAMENTO, CA: 11/17/2014 to 4/20/2018**

- Operation Manager (VOA)
- Operation Manager (AIR)
- Operation Manager (SVOA, Extraction and Sample control)

ACCUTEST MOUNTAIN STATE COLORADO 2009 – 2014

GCMS/ GC Volatile Supervisor

- Extensively involved in design, construction and set up of the GC and GCMS for the newly acquired laboratory (Formerly Evergreen Lab) by Accutest.
- Responsible for all instrument installation in the VOC lab and at the same time making sure all the projects are going out on time and within hold time.
- Actively involved in running two instruments and supervising the VOC department with 4 staff and eight GCMS and four GC instruments utilizing 8260, 624, 524 and 8015 methodologies. Reviewing the data for accuracy and processing the data in LIMS system and approving for RP.

AT & T CORP, SOMERSET NJ 1999 – 2009

Project Leader / System Analyst

- Lead a team of 8 in issue analysis, solutions development and strategic implementation with an eye on mitigating risk. Cut processing errors by 81% by analyzing Direct Measure of Quality Reports to identify and develop needed processes. Implemented improvements, which consistently reduced in errors from 130 to 25 per week. Spearheaded a reduction of process cost by 30%, generated by removing inactive accounts from the database.



Eaton Analytical

ACCUTEST LABORATORIES, DAYTON NJ 1990 – 1999

GC & GCMS ANALYST

- Creating new forms to keep all the data on a single page for better and more accurate readability. Analyzed samples using EPA and or standards methods. Managed to simultaneously operating three instruments at the same time and process the results as well as keeping the instrument logbook up to date.

Ali W. Haghani

Education	BS/BSc, Medical Technology California State University (Los Angeles)
Membership of Professional Bodies	California Water Pollution Control Association ~Certificate of competence Grade I and II

KEY EXPERIENCE

Mr. Haghani has 26 years of experience in the environmental measurement business. Mr. Haghani has technical expertise in inorganic, radiochemistry and Organic analytical chemistry. His current responsibilities include leading a group of chemists performing organics chemistry using the newest technologies available in instrumentation for development and detection of emerging contaminants and compliance samples. Mr. Haghani has extensive supervisory, methods development, and regulatory management experience.

Employment Record

<i>2006-Present</i>	Eurofins Eaton Analytical, Chemistry Department Manager and R&D Manager Involved in: ICR, UCMR method developments, coauthor of perchlorate analysis EPA 314.0 and more recently developing in house and regulatory methods for emerging contaminants. Streamlining production with improved QC and TAT.
<i>2006-2012</i>	Technical & Research and Development Manager, MWH Responsible for acquiring new instruments and developing new in-house and regulated methods for UCMR, PPCP/EDC, and other emerging contaminants.
<i>2003 - 2006</i>	Chemistry Department Manager, MWH Mr. Haghani is the Chemistry Department Manager of inorganic and organic plus radiochemistry departments. This responsibility includes supervision of technical personnel and their training, implementation of new methods and instrumentation, ensuring sample throughput within required deadlines and quality control guidelines, while staying within the operational budget. He is responsible for methods development and validation of techniques used for various projects such as ICR and UCMR.
<i>1996 - 2003</i>	Inorganics Chemist-Manager, MWH Analyzed solid and liquid matrix for anions using EPA 100-400 series, and EPA SW-846 Methods. Analyzed cations by ICAP, and FL-AA, and GFAA. Analyzed Organic compounds using GC with FID, PID, and EC detectors.

- 1993 - 1996* **Semivolatile Organic supervisor, Curtis & Tompkins**
Responsible for meeting analytical data quality objectives and on-time delivery of data for client projects. Performed and supervised analytical determinations of semivolatile organic compounds and hydrocarbon mixture using EPA Methods 8020 (BTEX), 8015, CA DHS LUFT Methods for Hydrocarbons, 8080, 418.1, 413.1, 413.2 and all associated sample preparation techniques.
- 1989 - 1993* **Inorganic supervisor, Curtis & Tompkins**
Responsible for management of chemists performing inorganic analyses. Budgeted and scheduled staff and projects. Oversaw development of new methods, to ensure technological performance and cost efficiency. Worked with Laboratory Director to ensure appropriate staffing, instrumentation, maintenance, and technical training of inorganic work group. Interacted with QA Director on issues of data quality, standard operating procedures, and training systems. Worked with Data Management personnel to maintain and develop data collection and automation.

Publications

- 2009*, Multi Residue Analysis by On-line-LC-MS/MS, Ali W. Haghani
2009, Analysis of Emerging Contaminants by On-line LC-MS/MS, Ali Haghani
2008, PFC's by LCMS, Ali Haghani, Andrew Eaton
2008, Hydrazine a new analytical approach and DBP formation, Ali Haghani
2007, Challenges developing new methods for emerging contaminants, Ali Haghani
2007, PFOS/PFOA and beyond, Ali Haghani
2007, PFC's by on-line LCMS in tandem, Ali Haghani
2006, Analysis of Bromate by 2D IC, Ali Haghani
2005, Perchlorate, Past, present and the future, Ali Haghani
2003, Analysis of Perchlorate in sub ppb range using Ion Chromatography, Ali Haghani, A. Eaton
2003, Analysis of sub ppb Perchlorate in high TDS matrix using Dual Channel, Ali Haghani, Andrew Eaton
2001, Reducing the cost of chromium monitoring, Ali Haghani, A. Eaton, L. Ramirez
1999, Analytical Challenges With Determination of Perchlorate in Waters and Soils, Eaton, A. and Haghani, A.
1999, Method 314: Determination Of Perchlorate In Drinking Water Using Ion Chromatography v.1.0, Hautman, D., Munch, D., Eaton, A. and Haghani, A.
1999, Is Precise/Accurate DBP Data Possible?, Eaton, A., Cox, N., Haghani, A., McNally, M. and Roughen, M.
1999, Analytical Challenges With Determination of Perchlorate in Environmental Matrices, Eaton, A. and Haghani, A.
1998, A Comparison of the Ruggedness of Different Analytical Methods for Perchlorate, Eaton, A., Haghani, A., and Cox, N.
1997, Analysis of Perchlorate, right or wrong?, Eaton, A. and Haghani, A.



Eaton Analytical

Lisa M Ramirez

Education

MS/MSc, Chemical Oceanography Old Dominion University, 1992

BS/BSc, Chemistry University of Puget Sound, 1989

Fundamentals of Technical Writing (Pasadena City College), 2008

Introduction to Modern Mass Spectrometry (ACS Continuing Ed), 2008

Statistical Analysis of Laboratory Data (ACS Continuing Ed), 2007

Membership of Professional Bodies

American Chemical Society (ACS) - 1985 – current

American Geophysical Union (AGU) - 1991 – current

Standard Methods Joint Task Force for Tributyltin - 2001- present

KEY EXPERIENCE

Ms. Ramirez has nineteen years of environmental laboratory experience with an extensive background in inorganic analyses. Ms. Ramirez is proficient in the use of the following instruments: FAAS, GFAAS, ICP-AES, Ion Chromatography, Total Organic Halogen analyzer, Total Organic Carbon analyzer and the UV analyzer. During her tenure at MWH Laboratories, she has conducted analyses using the following EPA methods: 110.2, 120.1150.1, 160.x, 180.1, 218.6, 300.0, 300.1, 310, 314, 317, 365.2, 410.4, 413.1, 415.1, 425.1 and Standard Methods 2510B, 2150C, 2540series, 4500series, 5220D, 5310C, 5320B, 5540C, 5910B. Ms. Ramirez also serves as an internal auditor for all tests in the Inorganics Department and trains analysts in new procedures. In her previous employment Ms. Ramirez conducted inorganic and organics analyses on soils/sediments, tissue and water samples following CLP Protocols and using SW-846, ASTM, and EPA document 600/4-79-020 as well as drinking water methodologies. She conducted analysis for nutrients, chlorophyll, phaeophytin, trace metals including mercury and methyl mercury, BNAs, PAHs, BTEX, PCBs, Chlorophenoxyacid Herbicides, Tributyltin and hazardous waste characterization. Ms. Ramirez is on the Standards Methods Committee and is part of the Standard Methods Joint Task Group for Tributyltin.

Employment Record

2005-Present Eurofins Eaton Analytical (formerly MWH) Supervisor/Lead Chemist
As MWH Laboratories' Ion Chromatography supervisor, Ms. Ramirez was responsible for day-to-day supervision of a staff of five analysts performing Ion Chromatography analysis. She assessed the daily workload of each analyst to ensure that holding times were met; reviewed and approved all data; ensured that QA guidelines were followed. A restructuring of the lab hierarchy eliminated this position and Ms. Ramirez now serves as the second-in-command for the Inorganics Department.

Ms. Ramirez is responsible for training analysts, reviewing data, and writing standard operating procedures for the Inorganics Department as a whole. This

includes Ion Chromatography, Wet Chemistry, and Metals. Other tasks include method development, troubleshooting instruments and serving as a technical resource for the staff analysts.

Ms. Ramirez conducts internal audits for the Inorganics Department.

2000 - 2005

MWH Laboratories, Senior Chemist

As a chemist in the Inorganic Department at MWH Labs Ms. Ramirez conducted analyses using ion chromatography, classic wet chemistry techniques, and trace metal procedures. She was responsible for the quality and integrity of the data submitted, instrument maintenance and troubleshooting, and administrative work associated with each analysis.

In the past Ms. Ramirez has performed analyses for Hazardous Waste characterization using SW-846 and ASTM methods for ignitability, TCLP, leachate analyses, and cyanide, phenol and sulfide constituents.

For nine years Ms Ramirez conducted analyses for nutrients and trace metals in water samples obtained from the Chesapeake Bay and surrounding rivers as part of the Chesapeake Bay Monitoring Program.

1990 - 2000

ODU Research Foundation Applied Marine Research Laboratory, Senior Laboratory Chemist

In the past Ms. Ramirez has performed analyses for Hazardous Waste characterization using SW-846 and ASTM methods for ignitability, TCLP, leachate analyses, and cyanide, phenol and sulfide constituents.

For ten years Ms. Ramirez conducted trace metals analyses on soil, sediment sludge, and tissue samples.

For nine years Ms Ramirez conducted analyses for nutrients and trace metals in water samples obtained from the Chesapeake Bay and surrounding rivers as part of the Chesapeake Bay Monitoring Program.

1990 - 1990

MetWest Clinical Laboratories, Cleint Service Representative

Logged medical samples such as blood, urine, stool and cultures for standard chemistry and bacteriological testing. Answered all inquiries from physician-clients regarding patient results and/or requirements for specialized tests, delivered final reports, and created supply kits to send to the clients.

1989 - 1990

Pacific Analytical Laboratories, Laboratory Chemist

Extracted environmental samples (soil, tissue, and water) for BNAs, Pesticides, and Herbicides using EPA, CLP and SW-846 protocols.

Publications

2006, How do you know you are in Compliance? , Eaton, A., Haghani, A. and Ramirez. L.

2001, The Erin Brockovich Factor- Analysis of Total and Hexavalent Chromium in Drinking Water, Eaton, A., Ramirez, L., Haghani. A.



Eaton Analytical

Polly Barrowman

EDUCATION

Master of Science in Environmental Biology - University of Aberdeen, Scotland, 2004

Bachelor of Science in Biology & Chem - Western Michigan University, Kalamazoo, 2003

KEY EXPERIENCE

Ms. Barrowman has over 14 years of microbiological experience in environmental & research microbiology & molecular biology. She has been a microbiologist performing NIH/EPA funded epidemiology study and has extensive experience in tissue culture, virology and molecular biology techniques. She also performs water suitability, inhibitory residues, standard plate counts, and coliform analyses. Ms. Barrowman ensures that all holding times are not exceeded and that all QA guidelines are met.

EMPLOYMENT RECORD**Eurofins Eaton Analytical, LLC, Monrovia, CA (2009-2015, 2016 – Present)****Managing Microbiologist**

Ms. Barrowman is currently the supervisor of the Microbiology Department and is responsible for the proper scheduling of analyses and the timely and accurate reporting of test results. She and her staff perform water suitability, inhibitory residues, standard plate counts, and coliform analyses. Responsibilities include overseeing method development, validation and implementation. She assures that all analysts adhere to standard operating procedures and quality control requirements of the laboratory.

Staff Microbiologist

Ms. Barrowman was a microbiologist performing NIH/EPA funded epidemiology study and conducted analysis of up to 30 different microbial indicators using standard and experimental methods including IDEXX, MPN, q-PCR and immunology. She also conducted a source tracking study using IDEXX and filtration of samples for further analysis of human markers.

Heal the Bay, Santa Monica (2007-2009)**Water Quality Microbiologist****Scripps Research Institute (2005-2007)****Lab Technician**



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Appendix C: Example Report and Invoice



Eaton Analytical

750 Royal Oaks Drive, Suite 100
Monrovia, California 91016-3629
Tel: (626) 386-1100
Fax: (866) 988-3757
1 800 566 LABS (1 800 566 5227)



AT-1807

Laboratory Report

for

City of San Fernando
117 MacNeil Street
San Fernando, CA 91340
Attention: Tony Salazar
Fax: 818-898-3221

Date of Issue

01/29/2019

**EUROFINS EATON
ANALYTICAL, LLC**

**Utah ELCP CA00006**

ADG: Alejandra.D.Gomez
Project Manager

Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

* Accredited in accordance with TNI 2009 and ISO/IEC 17025:2005.

* Laboratory certifies that the test results meet all **TNI 2009 and ISO/IEC 17025:2005** requirements unless noted under the individual analysis.

* Following the cover page are State Certification List, ISO 17025 Accredited Method List, Acknowledgement of Samples Received, Comments, Hits Report, Data Report, QC Summary, QC Report and Regulatory Forms, as applicable.

* Test results relate only to the sample(s) tested.



Eaton Analytical

STATE CERTIFICATION LIST

State	Certification Number	State	Certification Number
Alabama	41060	Mississippi	Certified
Arizona	AZ0778	Montana	Cert 0035
Arkansas	Certified	Nebraska	Certified
California-Monrovia-ELAP	2813	Nevada	CA000062018
California-Colton- ELAP	2812	New Hampshire *	2959
Colorado	Certified	New Jersey *	CA 008
Connecticut	PH-0107	New Mexico	Certified
Delaware	CA 006	New York *	11320
Florida *	E871024	North Carolina	06701
Georgia	947	North Dakota	R-009
Guam	18-005R	Oregon *	CA200003-005
Hawaii	Certified	Pennsylvania *	68-565
Idaho	Certified	Puerto Rico	Certified
Illinois *	200033	Rhode Island	LAO00326
Indiana	C-CA-01	South Carolina	87016
Iowa - Asbestos	413	South Dakota	Certified
Kansas *	E-10268	Tennessee	TN02839
Kentucky	90107	Texas *	T104704230-17-13
Louisiana *	LA180000	Utah (Primary AB) *	CA00006
Maine	CA0006	Vermont	VT0114
Maryland	224	Virginia *	460260
Commonwealth of Northern Marianas Is.	MP0004	Washington	C838
Massachusetts	M-CA006	EPA Region 5	Certified
Michigan	9906	Los Angeles County Sanitation Districts	10264

* NELAP/TNI Recognized Accreditation Bodies

The tests listed below are accredited and meet the requirements of ISO 17025 as verified by the ANSI-ASQ National Accreditation Board/ANAB.
Refer to Certificate and scope of accreditation (AT 1807) found at: <http://www.eatonanalytical.com>

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	Environ-mental (Drinking Water)	Environ-mental (Waste Water)	Component of Food and Bev/Bev/ Bottled Water
1,2,3-TCP (5 PPT & 0.5 PPT)	CA SRL 524M-TCP	x		x
1,4-Dioxane	EPA 522	x		x
2,3,7,8-TCDD	Modified EPA 1613B	x		x
Acrylamide	In House Method (2440)	x		x
Algal Toxins/Microcystin	In House Method (3570)			
Alkalinity	SM 2320B	x	x	x
Ammonia	EPA 350.1		x	x
Ammonia	SM 4500-NH3 H		x	x
Anions and DBPs by IC	EPA 300.0	x	x	x
Anions and DBPs by IC	EPA 300.1	x		x
Asbestos	EPA 100.2	x	x	
BOD / CBOD	SM 5210B		x	x
Bromate	In House Method (2447)	x		x
Carbamates	EPA 531.2	x		x
Carbonate as CO3	SM 2330B	x	x	x
Carbonyls	EPA 556	x		x
COD	EPA 410.4 / SM 5220D		x	
Chloramines	SM 4500-CL G	x	x	x
Chlorinated Acids	EPA 515.4	x		x
Chlorinated Acids	EPA 555	x		x
Chlorine Dioxide	SM 4500-CLO2 D Palin Test	x		x
Chlorine -Total/Free/ Combined Residua	SM 4500-Cl G	x	x	x
Conductivity	EPA 120.1		x	
Conductivity	SM 2510B	x	x	x
Corrosivity (Langelier Index)	SM 2330B	x		x
Cyanide, Amenable	SM 4500-CN G	x	x	
Cyanide, Free	SM 4500CN F	x	x	x
Cyanide, Total	EPA 335.4	x	x	x
Cyanogen Chloride (screen)	In House Method (2470)	x		x
Diquat and Paraquat	EPA 549.2	x		x
DBP/HAA	SM 6251B	x		x
Dissolved Oxygen	SM 4500-O G		x	x
DOC	SM 5310C	x		x
E. Coli	(MTF/EC+MUG)	x		x
E. Coli	CFR 141.21(f)(6)(i)	x		x
E. Coli	SM 9223		x	
E. Coli (Enumeration)	SM 9221B.1/ SM 9221F	x		x
E. Coli (Enumeration)	SM 9223B	x		x
EDB/DCBP	EPA 504.1	x		
EDB/DBCP and DBP	EPA 551.1	x		x
EDTA and NTA	In House Method (2454)	x		x
Endothall	EPA 548.1	x		x
Endothall	In-house Method (2445)	x		x
Enterococci	SM 9230B	x	x	
Fecal Coliform	SM 9221 E (MTF/EC)	x		
Fecal Coliform	SM 9221C, E (MTF/EC)		x	
Fecal Coliform (Enumeration)	SM 9221E (MTF/EC)	x		x
Fecal Coliform with Chlorine Present	SM 9221E		x	
Fecal Streptococci	SM 9230B	x	x	
Fluoride	SM 4500-F C	x	x	x
Glyphosate	EPA 547	x		x
Glyphosate + AMPA	In House Method (3618)	x		x
Gross Alpha/Beta	EPA 900.0	x	x	x
Gross Alpha Coprecipitation	SM 7110 C	x	x	x
Hardness	SM 2340B	x	x	x
Heterotrophic Bacteria	In House Method (2439)	x		x
Heterotrophic Bacteria	SM 9215 B	x		x
Hexavalent Chromium	EPA 218.6	x	x	x

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	Environ-mental (Drinking Water)	Environ-mental (Waste Water)	Water as a Component of Food and Bev/Bev/ Bottled Water
Hexavalent Chromium	EPA 218.7	x		x
Hexavalent Chromium	SM 3500-Cr B		x	
Hormones	EPA 539	x		x
Hydroxide as OH Calc.	SM 2330B	x		x
Kjeldahl Nitrogen	EPA 351.2		x	
Legionella	Legiolert	x		x
Mercury	EPA 245.1	x	x	x
Metals	EPA 200.7 / 200.8	x	x	x
Microcystin LR	ELISA (2360)	x		x
Microcystin, Total	EPA 546	x		x
NDMA	EPA 521 In house method (2425)	x		x
Nitrate/Nitrite Nitrogen	EPA 353.2	x	x	x
OCL, Pesticides/PCB	EPA 505	x		x
Ortho Phosphate	EPA 365.1	x	x	x
Ortho Phosphorous	SM 4500P E	x		x
Oxyhalides Disinfection Byproducts	EPA 317.0	x		x
Perchlorate	EPA 331.0	x		x
Perchlorate (low and high)	EPA 314.0	x		x
Perfluorinated Alkyl Acids	EPA 537	x		x
Perfluorinated Pollutant	In house Method (2434)	x		x
pH	EPA 150.1	x		
pH	SM 4500-H+B	x	x	x
Phenylurea Pesticides/ Herbicides	In House Method, based on EPA 532 (2448)	x		x
Pseudomonas	IDEXX Pseudalert (2461)	x		x
Radium-226	GA Institute of Tech	x		x
Radium-228	GA Institute of Tech	x		x
Radon-222	SM 7500RN	x		x
Residue, Filterable	SM 2540C	x	x	x
Residue, Non-filterable	SM 2540D		x	
Residue, Total	SM 2540B		x	x
Residue, Volatile	EPA 160.4		x	
Semi- VOC	EPA 525.2	x		x
Silica	SM 4500-Si D	x	x	
Silica	SM 4500-SiO2 C	x	x	
Sulfide	SM 4500-S ⁻ D		x	
Sulfite	SM 4500-SO ³ B	x	x	x
Surfactants	SM 5540C	x	x	x
Taste and Odor Analytes	SM 6040E	x		x
Total Coliform (P/A)	SM 9221 A, B	x		x
Total Coliform (Enumeration)	SM 9221 A, B, C	x		x
Total Coliform / E. coli	Colisure SM 9223	x		x
Total Coliform	SM 9221B		x	
Total Coliform with Chlorine Present	SM 9221B		x	
Total Coliform / E.coli (P/A and Enumeration)	SM 9223	x		x
TOC	SM 5310C	x	x	x
TOX	SM 5320B		x	
Total Phenols	EPA 420.1		x	
Total Phenols	EPA 420.4	x	x	x
Total Phosphorous	SM 4500 P E		x	
Triazine Pesticides & Degradates	In House (3617)	x		x
Turbidity	EPA 180.1	x	x	x
Turbidity	SM 2130B	x	x	
Uranium by ICP/MS	EPA 200.8	x		x
UV 254	SM 5910B	x		
VOC	EPA 524.2	x		x
VOC	In House Method (2411)	x		x
Yeast and Mold	SM 9610	x		x

Acknowledgement of Samples Received

Addr: **City of San Fernando**
117 MacNeil Street
San Fernando, CA 91340

Attn: Tony Salazar
Phone: 818-898-1298

Client ID: SANFERNANDO
Folder #: 771103
Project: DBP
Sample Group: QUARTERLY DBP Stage 2

Project Manager: Alejandra.D.Gomez
Phone: 626-386-1194

The following samples were received from you on **January 16, 2019 at 1305**. They have been scheduled for the tests listed below each sample. If this information is incorrect, please contact your service representative. Thank you for using Eurofins Eaton Analytical, LLC.

Sample #	Sample ID	Sample Date
<u>201810310763</u>	648 O'Melveny Street PS Code: 1910143-800 PS Description: SITE 1 - 648 O'MELVENY STREET - STG2 DBP @HAA6 @ML551.1	01/16/2019 0845
<u>201810310761</u>	60 Jessie Street PS Code: 1910143-801 PS Description: SITE 2 - 60 JESSIE STREET - STG2 DBP @HAA6 @ML551.1	01/16/2019 0825
<u>201810310760</u>	2004 Seventh Street PS Code: 1910143-802 PS Description: SITE 3 - 2004 SEVENTH STREET - STG2 DBP @HAA6 @ML551.1	01/16/2019 0920
<u>201810310762</u>	804 Cork Street PS Code: 1910143-803 PS Description: SITE 4 - 804 CORK STREET @HAA6 @ML551.1	01/16/2019 0900

Test Description

@HAA6 -- Haloacetic Acids

@ML551.1 -- EPA Method 551.1 Trihalomethanes

CITY OF SAN FERNANDO -CHAIN OF CUSTODY RECORD

Log Number 771103

04/02/2019

CC Meeting Agenda

Page 209 of 454

Client Name CITY OF SAN FERNANDO				Phone (business hours) (818) 898-1298				Comments: OTHER Stage 2 DBPR EDT Quarterly Circle one: <u>1 2 3 4</u> Note: Not to exceed month January 15 April 15 July 15 October 15			
Address 117 MACNEIL STREET				Phone (Emergency / After Hours) TONY SALAZAR Office (818) 898-1293 Cell (818) 383-8890 Home (818) 360-1390 Field cell: (818) 356-6087 Email: tsalazar@sfcity.org amendez@sfcity.org rarias@sfcity.org dgarcia@sfcity.org				Analyses Required TTHM HAA5			
City, State, Zip SAN FERNANDO, CA 91340				Sampled by - Print <u>Alex M.</u>				CHLORINE RESIDUALS TOTAL FREE			
Lab Sample Number	Date Sampled	Time Sampled	Type* (see key below)	Sample Location	PS Code Stage 2 DBP	Number of Containers	TEMP		TOTAL		FREE
1	1-16-19	8:45	GW	Site 1- 648 O'Melveny St.	1910143-800	7	4	3			1.2
2	1-16-19	8:25	GW	Site 2- 60 Jessie St.	1910143-801	6	3	3			1.3
3	1-16-19	9:20	GW	Site 3- 2004 Seventh St.	1910143-802	7	4	3			1.5
4	1-16-19	9:00	GW	Site 4- 804 Cork St.	1910143-803	7	4	3			1.3
Company				Print Name		Signature		Date		Time	
Relinquished by City of San Fernando				<u>Alex M.</u>		<u>Alex M.</u>		1-16-19		12:00	
Received by Courier				<u>WJm</u>		<u>WJm</u>		1/16/19		12:00	
Received by Laboratory E.E.A				<u>AJm</u>		<u>WJm</u>		1/16/19		13:01	
Disposal arrangements				*Key: AQ=Aqueous, NA=Non-aqueous, SL=Sludge, GW=Groundwater, SO=Soil, OT=Other, PE=Petroleum, TEMP=Temperature, SW=Surface Water <u>Chuck Brooks EEA 1-16-19 1305</u>							



Eaton Analytical

Tel: (626) 386-1100
Fax: (626) 988-3757
1 800 566 LABS (1 800 566 5227)

Laboratory Hits

Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

City of San Fernando
Tony Salazar
117 MacNeil Street
San Fernando, CA 91340

Samples Received on:
01/16/2019 1305

Analyzed	Analyte	Sample ID	Result	Federal MCL	Units	MRL
201810310760 <u>2004 Seventh Street</u>						
01/22/2019 17:01	Bromodichloromethane		0.68		ug/L	0.5
01/22/2019 17:01	Bromoform		1.2		ug/L	0.5
01/22/2019 17:01	Chloroform		0.51		ug/L	0.5
01/22/2019 17:01	Dibromochloromethane		1.2		ug/L	0.5
01/22/2019 17:01	Total Trihalomethanes		3.6	80	ug/L	0.5
201810310761 <u>60 Jessie Street</u>						
01/22/2019 17:23	Bromodichloromethane		1.0		ug/L	0.5
01/22/2019 17:23	Bromoform		1.1		ug/L	0.5
01/22/2019 17:23	Chloroform		0.91		ug/L	0.5
01/22/2019 17:23	Dibromochloromethane		1.4		ug/L	0.5
01/22/2019 17:23	Total Trihalomethanes		4.4	80	ug/L	0.5
201810310762 <u>804 Cork Street</u>						
01/22/2019 17:45	Bromodichloromethane		0.97		ug/L	0.5
01/22/2019 17:45	Bromoform		1.2		ug/L	0.5
01/22/2019 17:45	Chloroform		0.83		ug/L	0.5
01/22/2019 17:45	Dibromochloromethane		1.5		ug/L	0.5
01/22/2019 17:45	Total Trihalomethanes		4.5	80	ug/L	0.5
201810310763 <u>648 O'Melveny Street</u>						
01/24/2019 03:51	Bromodichloromethane		1.8		ug/L	0.5
01/24/2019 03:51	Bromoform		1.8		ug/L	0.5
01/24/2019 03:51	Chloroform		1.5		ug/L	0.5
01/24/2019 03:51	Dibromochloromethane		2.5		ug/L	0.5
01/24/2019 03:51	Total Trihalomethanes		7.6	80	ug/L	0.5

SUMMARY OF POSITIVE DATA ONLY



Eaton Analytical

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Laboratory Data

Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

City of San Fernando
 Tony Salazar
 117 MacNeil Street
 San Fernando, CA 91340

Samples Received on:
 01/16/2019 1305

Prepped	Analyzed	Prep Batch	Analytical Batch	Method	Analyte	Result	Units	MRL	Dilution
<u>2004 Seventh Street (201810310760)</u>					Sampled on 01/16/2019 0920				
SM 6251B - Haloacetic Acids									
01/22/19	01/24/19 04:51	1145051	1145633	(SM 6251B)	Bromochloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 04:51	1145051	1145633	(SM 6251B)	Dibromoacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 04:51	1145051	1145633	(SM 6251B)	Dichloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 04:51	1145051	1145633	(SM 6251B)	Monobromoacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 04:51	1145051	1145633	(SM 6251B)	Monochloroacetic acid	ND	ug/L	2	1
01/22/19	01/24/19 04:51	1145051	1145633	(SM 6251B)	Total Haloacetic Acids (HAA5)	ND	ug/L	2	1
01/22/19	01/24/19 04:51	1145051	1145633	(SM 6251B)	Trichloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 04:51	1145051	1145633	(SM 6251B)	1,2,3-Trichloropropane	102	%		1
01/22/19	01/24/19 04:51	1145051	1145633	(SM 6251B)	2,3-Dibromopropionic acid	122	%		1
EPA 551.1 - EPA Method 551.1 Trihalomethanes									
01/21/19	01/22/19 17:01	1144936	1145009	(EPA 551.1)	Bromodichloromethane	0.68	ug/L	0.5	1
01/21/19	01/22/19 17:01	1144936	1145009	(EPA 551.1)	Bromoform	1.2	ug/L	0.5	1
01/21/19	01/22/19 17:01	1144936	1145009	(EPA 551.1)	Chloroform	0.51	ug/L	0.5	1
01/21/19	01/22/19 17:01	1144936	1145009	(EPA 551.1)	Dibromochloromethane	1.2	ug/L	0.5	1
01/21/19	01/22/19 17:01	1144936	1145009	(EPA 551.1)	Total Trihalomethanes	3.6	ug/L	0.5	1
01/21/19	01/22/19 17:01	1144936	1145009	(EPA 551.1)	1,2-Dibromopropane	91	%		1
01/21/19	01/22/19 17:01	1144936	1145009	(EPA 551.1)	4-Bromofluorobenzene	99	%		1
<u>60 Jessie Street (201810310761)</u>					Sampled on 01/16/2019 0825				
SM 6251B - Haloacetic Acids									
01/22/19	01/24/19 05:12	1145051	1145633	(SM 6251B)	Bromochloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:12	1145051	1145633	(SM 6251B)	Dibromoacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:12	1145051	1145633	(SM 6251B)	Dichloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:12	1145051	1145633	(SM 6251B)	Monobromoacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:12	1145051	1145633	(SM 6251B)	Monochloroacetic acid	ND	ug/L	2	1
01/22/19	01/24/19 05:12	1145051	1145633	(SM 6251B)	Total Haloacetic Acids (HAA5)	ND	ug/L	2	1
01/22/19	01/24/19 05:12	1145051	1145633	(SM 6251B)	Trichloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:12	1145051	1145633	(SM 6251B)	1,2,3-Trichloropropane	102	%		1
01/22/19	01/24/19 05:12	1145051	1145633	(SM 6251B)	2,3-Dibromopropionic acid	122	%		1
EPA 551.1 - EPA Method 551.1 Trihalomethanes									
01/21/19	01/22/19 17:23	1144936	1145009	(EPA 551.1)	Bromodichloromethane	1.0	ug/L	0.5	1
01/21/19	01/22/19 17:23	1144936	1145009	(EPA 551.1)	Bromoform	1.1	ug/L	0.5	1
01/21/19	01/22/19 17:23	1144936	1145009	(EPA 551.1)	Chloroform	0.91	ug/L	0.5	1
01/21/19	01/22/19 17:23	1144936	1145009	(EPA 551.1)	Dibromochloromethane	1.4	ug/L	0.5	1
01/21/19	01/22/19 17:23	1144936	1145009	(EPA 551.1)	Total Trihalomethanes	4.4	ug/L	0.5	1
01/21/19	01/22/19 17:23	1144936	1145009	(EPA 551.1)	1,2-Dibromopropane	94	%		1

Rounding on totals after summation.
 (c) - indicates calculated results



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Laboratory Data

Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

City of San Fernando
 Tony Salazar
 117 MacNeil Street
 San Fernando, CA 91340

Samples Received on:
 01/16/2019 1305

Prepped	Analyzed	Prep Batch	Analytical Batch	Method	Analyte	Result	Units	MRL	Dilution
01/21/19	01/22/19 17:23	1144936	1145009	(EPA 551.1)	4-Bromofluorobenzene	99	%		1
<u>804 Cork Street (201810310762)</u>						Sampled on 01/16/2019 0900			
SM 6251B - Haloacetic Acids									
01/22/19	01/24/19 05:34	1145051	1145633	(SM 6251B)	Bromochloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:34	1145051	1145633	(SM 6251B)	Dibromoacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:34	1145051	1145633	(SM 6251B)	Dichloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:34	1145051	1145633	(SM 6251B)	Monobromoacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:34	1145051	1145633	(SM 6251B)	Monochloroacetic acid	ND	ug/L	2	1
01/22/19	01/24/19 05:34	1145051	1145633	(SM 6251B)	Total Haloacetic Acids (HAA5)	ND	ug/L	2	1
01/22/19	01/24/19 05:34	1145051	1145633	(SM 6251B)	Trichloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:34	1145051	1145633	(SM 6251B)	1,2,3-Trichloropropane	102	%		1
01/22/19	01/24/19 05:34	1145051	1145633	(SM 6251B)	2,3-Dibromopropionic acid	114	%		1
EPA 551.1 - EPA Method 551.1 Trihalomethanes									
01/21/19	01/22/19 17:45	1144936	1145009	(EPA 551.1)	Bromodichloromethane	0.97	ug/L	0.5	1
01/21/19	01/22/19 17:45	1144936	1145009	(EPA 551.1)	Bromoform	1.2	ug/L	0.5	1
01/21/19	01/22/19 17:45	1144936	1145009	(EPA 551.1)	Chloroform	0.83	ug/L	0.5	1
01/21/19	01/22/19 17:45	1144936	1145009	(EPA 551.1)	Dibromochloromethane	1.5	ug/L	0.5	1
01/21/19	01/22/19 17:45	1144936	1145009	(EPA 551.1)	Total Trihalomethanes	4.5	ug/L	0.5	1
01/21/19	01/22/19 17:45	1144936	1145009	(EPA 551.1)	1,2-Dibromopropane	88	%		1
01/21/19	01/22/19 17:45	1144936	1145009	(EPA 551.1)	4-Bromofluorobenzene	98	%		1
<u>648 O'Melveny Street (201810310763)</u>						Sampled on 01/16/2019 0845			
SM 6251B - Haloacetic Acids									
01/22/19	01/24/19 05:55	1145051	1145633	(SM 6251B)	Bromochloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:55	1145051	1145633	(SM 6251B)	Dibromoacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:55	1145051	1145633	(SM 6251B)	Dichloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:55	1145051	1145633	(SM 6251B)	Monobromoacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:55	1145051	1145633	(SM 6251B)	Monochloroacetic acid	ND	ug/L	2	1
01/22/19	01/24/19 05:55	1145051	1145633	(SM 6251B)	Total Haloacetic Acids (HAA5)	ND	ug/L	2	1
01/22/19	01/24/19 05:55	1145051	1145633	(SM 6251B)	Trichloroacetic acid	ND	ug/L	1	1
01/22/19	01/24/19 05:55	1145051	1145633	(SM 6251B)	1,2,3-Trichloropropane	101	%		1
01/22/19	01/24/19 05:55	1145051	1145633	(SM 6251B)	2,3-Dibromopropionic acid	123	%		1
EPA 551.1 - EPA Method 551.1 Trihalomethanes									
01/23/19	01/24/19 03:51	1145014	1145611	(EPA 551.1)	Bromodichloromethane	1.8	ug/L	0.5	1
01/23/19	01/24/19 03:51	1145014	1145611	(EPA 551.1)	Bromoform	1.8	ug/L	0.5	1
01/23/19	01/24/19 03:51	1145014	1145611	(EPA 551.1)	Chloroform	1.5	ug/L	0.5	1
01/23/19	01/24/19 03:51	1145014	1145611	(EPA 551.1)	Dibromochloromethane	2.5	ug/L	0.5	1
01/23/19	01/24/19 03:51	1145014	1145611	(EPA 551.1)	Total Trihalomethanes	7.6	ug/L	0.5	1

Rounding on totals after summation.
 (c) - indicates calculated results

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Laboratory Data

Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

City of San Fernando
Tony Salazar
117 MacNeil Street
San Fernando, CA 91340

Samples Received on:
01/16/2019 1305

Prepped	Analyzed	Prep Batch	Analytical Batch	Method	Analyte	Result	Units	MRL	Dilution
01/23/19	01/24/19 03:51	1145014	1145611	(EPA 551.1)	1,2-Dibromopropane	94	%		1
01/23/19	01/24/19 03:51	1145014	1145611	(EPA 551.1)	4-Bromofluorobenzene	99	%		1



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Laboratory Comments

Report: 771103

Project: DBP

Group: QUARTERLY DBP Stage 2

City of San Fernando
Tony Salazar
117 MacNeil Street
San Fernando, CA 91340

**Eaton Analytical**

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Laboratory QC Summary

Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

City of San Fernando

EPA Method 551.1 Trihalomethanes**Prep Batch: 1144936 Analytical Batch: 1145009**

201810310760	2004 Seventh Street
201810310761	60 Jessie Street
201810310762	804 Cork Street

Analysis Date: 01/22/2019

Analyzed by: O2TX
Analyzed by: O2TX
Analyzed by: O2TX

EPA Method 551.1 Trihalomethanes**Prep Batch: 1145014 Analytical Batch: 1145611**

201810310763	648 O'Melveny Street
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Analysis Date: 01/24/2019

Analyzed by: O2TX

Haloacetic Acids**Prep Batch: 1145051 Analytical Batch: 1145633**

201810310760	2004 Seventh Street
201810310761	60 Jessie Street
201810310762	804 Cork Street
201810310763	648 O'Melveny Street

Analysis Date: 01/24/2019

Analyzed by: MCP
Analyzed by: MCP
Analyzed by: MCP
Analyzed by: MCP



Eaton Analytical

Laboratory QC

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Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

City of San Fernando

QC Type	Analyte	Native	Spiked	Recovered	Units	Yield (%)	Limits (%)	RPDLimit (%)	RPD%
EPA Method 551.1 Trihalomethanes by EPA 551.1									
Prep Batch: 1144936 Analytical Batch: 1145009					Analysis Date: 01/21/2019				
CCCH	1,2-Dibromopropane (S)			95.6	%	96	(80-120)		
CCCL	1,2-Dibromopropane (S)			94.5	%	95	(60-140)		
CCCM	1,2-Dibromopropane (S)			85.6	%	86	(80-120)		
CCCM	1,2-Dibromopropane (S)			87.9	%	88	(80-120)		
DUP1_201807180659	1,2-Dibromopropane (S)			88.6	%	89	(80-120)		
DUP2_201901180257	1,2-Dibromopropane (S)			79.8	%	80	(80-120)		
LCS1	1,2-Dibromopropane (S)			93.0	%	93	(80-120)		
MBLK	1,2-Dibromopropane (S)			89.6	%	90	(80-120)		
MBLK	1,2-Dibromopropane (S)			96.1	%	96	(80-120)		
MRL_CHK	1,2-Dibromopropane (S)			87.3	%	87	(80-120)		
MS1_201807180658	1,2-Dibromopropane (S)			89.4	%	89	(80-120)		
MS2_201812020102	1,2-Dibromopropane (S)			85.3	%	85	(80-120)		
CCCH	4-Bromofluorobenzene (I)			98.3	%	98	(80-120)		
CCCL	4-Bromofluorobenzene (I)			103	%	103	(80-120)		
CCCM	4-Bromofluorobenzene (I)			106	%	106	(80-120)		
CCCM	4-Bromofluorobenzene (I)			99.8	%	100	(80-120)		
DUP1_201807180659	4-Bromofluorobenzene (I)			101	%	101	(80-120)		
DUP2_201901180257	4-Bromofluorobenzene (I)			97.9	%	98	(80-120)		
LCS1	4-Bromofluorobenzene (I)			101	%	101	(80-120)		
MBLK	4-Bromofluorobenzene (I)			104	%	104	(80-120)		
MBLK	4-Bromofluorobenzene (I)			103	%	103	(80-120)		
MRL_CHK	4-Bromofluorobenzene (I)			102	%	102	(80-120)		
MS1_201807180658	4-Bromofluorobenzene (I)			101	%	101	(80-120)		
MS2_201812020102	4-Bromofluorobenzene (I)			102	%	102	(80-120)		
CCCH	Bromodichloromethane		40	38.4	ug/L	96	(80-120)		
CCCL	Bromodichloromethane		0.5	0.456	ug/L	91	(50-150)		
CCCM	Bromodichloromethane		20	18.3	ug/L	91	(80-120)		
CCCM	Bromodichloromethane		20	18.2	ug/L	91	(80-120)		
DUP1_201807180659	Bromodichloromethane	ND		ND	ug/L		(0-20)		
DUP2_201901180257	Bromodichloromethane	13		12.6	ug/L		(0-20)	20	1.1
LCS1	Bromodichloromethane		20	18.8	ug/L	94	(80-120)		
MBLK	Bromodichloromethane			<0.5	ug/L				
MBLK	Bromodichloromethane			<0.5	ug/L				
MRL_CHK	Bromodichloromethane		0.5	0.454	ug/L	91	(50-150)		
MS1_201807180658	Bromodichloromethane	ND	20	18.6	ug/L	92	(80-120)		

Spike recovery is already corrected for native results.

Spikes which exceed Limits and Method Blanks with positive results are highlighted by Underlining.

Criteria for MS and Dup are advisory only, batch control is based on LCS. Criteria for duplicates are advisory only, unless otherwise specified in the method.

RPD not calculated for LCS2 when different a concentration than LCS1 is used.

RPD not calculated for Duplicates when the result is not five times the MRL (Minimum Reporting Level).

(S) - Indicates surrogate compound.

(I) - Indicates internal standard compound.



Eaton Analytical

Laboratory QC

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Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

City of San Fernando

QC Type	Analyte	Native	Spiked	Recovered	Units	Yield (%)	Limits (%)	RPDLimit (%)	RPD%
MS2_201812020102	Bromodichloromethane	1.1	40	37.5	ug/L	91	(80-120)		
CCCH	Bromoform		40	38.9	ug/L	97	(80-120)		
CCCL	Bromoform		0.5	0.640	ug/L	128	(50-150)		
CCCM	Bromoform		20	19.4	ug/L	97	(80-120)		
CCCM	Bromoform		20	19.5	ug/L	98	(80-120)		
DUP1_201807180659	Bromoform	13		12.8	ug/L		(0-20)	20	2.4
DUP2_201901180257	Bromoform	0.60		0.604	ug/L		(0-20)		
LCS1	Bromoform		20	19.9	ug/L	100	(80-120)		
MBLK	Bromoform			<0.5	ug/L				
MBLK	Bromoform			<0.5	ug/L				
MRL_CHK	Bromoform		0.5	0.645	ug/L	129	(50-150)		
MS1_201807180658	Bromoform	13	20	31.9	ug/L	94	(80-120)		
MS2_201812020102	Bromoform	ND	40	37.6	ug/L	93	(80-120)		
CCCH	Chloroform		40	38.6	ug/L	96	(80-120)		
CCCL	Chloroform		0.5	0.450	ug/L	90	(50-150)		
CCCM	Chloroform		20	19.0	ug/L	95	(80-120)		
CCCM	Chloroform		20	18.8	ug/L	94	(80-120)		
DUP1_201807180659	Chloroform	ND		ND	ug/L		(0-20)		
DUP2_201901180257	Chloroform	23		23.2	ug/L		(0-20)	20	1.3
LCS1	Chloroform		20	20.2	ug/L	101	(80-120)		
MBLK	Chloroform			<0.5	ug/L				
MBLK	Chloroform			<0.5	ug/L				
MRL_CHK	Chloroform		0.5	0.456	ug/L	91	(50-150)		
MS1_201807180658	Chloroform	ND	20	19.0	ug/L	95	(80-120)		
MS2_201812020102	Chloroform	3.0	40	38.7	ug/L	89	(80-120)		
CCCH	Dibromochloromethane		40	38.4	ug/L	96	(80-120)		
CCCL	Dibromochloromethane		0.5	0.474	ug/L	95	(50-150)		
CCCM	Dibromochloromethane		20	18.3	ug/L	91	(80-120)		
CCCM	Dibromochloromethane		20	18.5	ug/L	92	(80-120)		
DUP1_201807180659	Dibromochloromethane	2.2		2.14	ug/L		(0-20)	20	2.5
DUP2_201901180257	Dibromochloromethane	4.3		4.32	ug/L		(0-20)	20	0.52
LCS1	Dibromochloromethane		20	19.4	ug/L	97	(80-120)		
MBLK	Dibromochloromethane			<0.5	ug/L				
MBLK	Dibromochloromethane			<0.5	ug/L				
MRL_CHK	Dibromochloromethane		0.5	0.471	ug/L	94	(50-150)		
MS1_201807180658	Dibromochloromethane	2.2	20	20.7	ug/L	93	(80-120)		
MS2_201812020102	Dibromochloromethane	ND	40	37.1	ug/L	92	(80-120)		

Spike recovery is already corrected for native results.

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RPD not calculated for Duplicates when the result is not five times the MRL (Minimum Reporting Level).

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Report: 771103
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City of San Fernando

QC Type	Analyte	Native	Spiked	Recovered	Units	Yield (%)	Limits (%)	RPDLimit (%)	RPD%
EPA Method 551.1 Trihalomethanes by EPA 551.1									
Prep Batch: 1145014 Analytical Batch: 1145611					Analysis Date: 01/24/2019				
CCCH	1,2-Dibromopropane (S)			98.3	%	98	(80-120)		
CCCM	1,2-Dibromopropane (S)			99.3	%	99	(80-120)		
DUP1_201810310764	1,2-Dibromopropane (S)			90.5	%	90	(80-120)		
DUP2_201810310771	1,2-Dibromopropane (S)			97.7	%	98	(80-120)		
LCS1	1,2-Dibromopropane (S)			106	%	106	(80-120)		
MBLK	1,2-Dibromopropane (S)			103	%	103	(80-120)		
MRL_CHK	1,2-Dibromopropane (S)			98.2	%	98	(80-120)		
MS1_201810310763	1,2-Dibromopropane (S)			95.8	%	96	(80-120)		
MS2_201810310770	1,2-Dibromopropane (S)			97.0	%	97	(80-120)		
CCCH	4-Bromofluorobenzene (I)			100	%	100	(80-120)		
CCCM	4-Bromofluorobenzene (I)			98.1	%	98	(80-120)		
DUP1_201810310764	4-Bromofluorobenzene (I)			98.2	%	98	(80-120)		
DUP2_201810310771	4-Bromofluorobenzene (I)			96.6	%	97	(80-120)		
LCS1	4-Bromofluorobenzene (I)			98.1	%	98	(80-120)		
MBLK	4-Bromofluorobenzene (I)			99.8	%	100	(80-120)		
MRL_CHK	4-Bromofluorobenzene (I)			98.0	%	98	(80-120)		
MS1_201810310763	4-Bromofluorobenzene (I)			100	%	100	(80-120)		
MS2_201810310770	4-Bromofluorobenzene (I)			96.6	%	97	(80-120)		
CCCH	Bromodichloromethane		40	40.9	ug/L	102	(80-120)		
CCCM	Bromodichloromethane		20	18.9	ug/L	94	(80-120)		
DUP1_201810310764	Bromodichloromethane	15		14.8	ug/L		(0-20)	20	1.8
DUP2_201810310771	Bromodichloromethane	12		12.2	ug/L		(0-20)	20	0.66
LCS1	Bromodichloromethane		20	18.6	ug/L	93	(80-120)		
MBLK	Bromodichloromethane			<0.5	ug/L				
MRL_CHK	Bromodichloromethane		0.5	0.444	ug/L	89	(50-150)		
MS1_201810310763	Bromodichloromethane	1.8	20	21.1	ug/L	96	(80-120)		
MS2_201810310770	Bromodichloromethane	14	40	55.6	ug/L	103	(80-120)		
CCCH	Bromoform		40	40.9	ug/L	102	(80-120)		
CCCM	Bromoform		20	20.2	ug/L	101	(80-120)		
DUP1_201810310764	Bromoform	0.59		0.579	ug/L		(0-20)		
DUP2_201810310771	Bromoform	0.58		0.591	ug/L		(0-20)		
LCS1	Bromoform		20	19.9	ug/L	99	(80-120)		
MBLK	Bromoform			<0.5	ug/L				
MRL_CHK	Bromoform		0.5	0.642	ug/L	128	(50-150)		
MS1_201810310763	Bromoform	1.8	20	22.1	ug/L	102	(80-120)		

Spike recovery is already corrected for native results.

Spikes which exceed Limits and Method Blanks with positive results are highlighted by Underlining.

Criteria for MS and Dup are advisory only, batch control is based on LCS. Criteria for duplicates are advisory only, unless otherwise specified in the method.

RPD not calculated for LCS2 when different a concentration than LCS1 is used.

RPD not calculated for Duplicates when the result is not five times the MRL (Minimum Reporting Level).

(S) - Indicates surrogate compound.

(I) - Indicates internal standard compound.



Eaton Analytical

Laboratory QC

Tel: (626) 386-1100
Fax: (626) 988-3757
1 800 566 LABS (1 800 566 5227)

Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

City of San Fernando

QC Type	Analyte	Native	Spiked	Recovered	Units	Yield (%)	Limits (%)	RPDLimit (%)	RPD%
MS2_201810310770	Bromoform	0.57	40	40.7	ug/L	100	(80-120)		
CCCH	Chloroform		40	40.8	ug/L	102	(80-120)		
CCCM	Chloroform		20	19.0	ug/L	95	(80-120)		
DUP1_201810310764	Chloroform	33		32.2	ug/L		(0-20)	20	1.7
DUP2_201810310771	Chloroform	23		23.2	ug/L		(0-20)	20	0.39
LCS1	Chloroform		20	19.3	ug/L	97	(80-120)		
MBLK	Chloroform			<0.5	ug/L				
MRL_CHK	Chloroform		0.5	0.645	ug/L	129	(50-150)		
MS1_201810310763	Chloroform	1.5	20	20.0	ug/L	92	(80-120)		
MS2_201810310770	Chloroform	31	40	74.7	ug/L	108	(80-120)		
CCCH	Dibromochloromethane		40	40.8	ug/L	102	(80-120)		
CCCM	Dibromochloromethane		20	19.1	ug/L	95	(80-120)		
DUP1_201810310764	Dibromochloromethane	4.7		4.59	ug/L		(0-20)	20	1.8
DUP2_201810310771	Dibromochloromethane	3.8		3.85	ug/L		(0-20)	20	0.87
LCS1	Dibromochloromethane		20	19.3	ug/L	97	(80-120)		
MBLK	Dibromochloromethane			<0.5	ug/L				
MRL_CHK	Dibromochloromethane		0.5	0.467	ug/L	93	(50-150)		
MS1_201810310763	Dibromochloromethane	2.5	20	22.1	ug/L	98	(80-120)		
MS2_201810310770	Dibromochloromethane	4.6	40	45.1	ug/L	101	(80-120)		

Haloacetic Acids by SM 6251B

Analytical Batch: 1145633

Analysis Date: 01/23/2019

CCCH	1,2,3-Trichloropropane (I)		115	%	115	(80-120)
CCCM	1,2,3-Trichloropropane (I)		111	%	111	(80-130)
DUP1_201901180395	1,2,3-Trichloropropane (I)		102	%	102	(80-120)
DUP2_201901180397	1,2,3-Trichloropropane (I)		105	%	105	(80-120)
LCS3	1,2,3-Trichloropropane (I)		96.6	%	97	(80-120)
MBLK	1,2,3-Trichloropropane (I)		94.5	%	95	(80-120)
MRL_CHK	1,2,3-Trichloropropane (I)		96.0	%	96	(80-120)
MS1_201901180394	1,2,3-Trichloropropane (I)		111	%	111	(80-120)
MS2_201901180396	1,2,3-Trichloropropane (I)		117	%	117	(80-120)
CCCH	2,3-Dibromopropionic acid (S)		95.0	%	95	(70-130)
CCCM	2,3-Dibromopropionic acid (S)		99.8	%	100	(70-130)
DUP1_201901180395	2,3-Dibromopropionic acid (S)		115	%	115	(70-130)
DUP2_201901180397	2,3-Dibromopropionic acid (S)		115	%	115	(70-130)
LCS3	2,3-Dibromopropionic acid (S)		104	%	104	(70-130)
MBLK	2,3-Dibromopropionic acid (S)		111	%	111	(70-130)
MRL_CHK	2,3-Dibromopropionic acid (S)		106	%	106	(70-130)

Spike recovery is already corrected for native results.

Spikes which exceed Limits and Method Blanks with positive results are highlighted by Underlining.

Criteria for MS and Dup are advisory only, batch control is based on LCS. Criteria for duplicates are advisory only, unless otherwise specified in the method.

RPD not calculated for LCS2 when different a concentration than LCS1 is used.

RPD not calculated for Duplicates when the result is not five times the MRL (Minimum Reporting Level).

(S) - Indicates surrogate compound.

(I) - Indicates internal standard compound.



Eaton Analytical

Laboratory QC

Tel: (626) 386-1100
 Fax: (626) 988-3757
 1 800 566 LABS (1 800 566 5227)

Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

City of San Fernando

QC Type	Analyte	Native	Spiked	Recovered	Units	Yield (%)	Limits (%)	RPDLimit (%)	RPD%
MS1_201901180394	2,3-Dibromopropionic acid (S)			106	%	106	(70-130)		
MS2_201901180396	2,3-Dibromopropionic acid (S)			103	%	103	(70-130)		
CCCH	Bromochloroacetic acid		32	31.7	ug/L	99	(85-115)		
CCCM	Bromochloroacetic acid		20	21.1	ug/L	106	(85-115)		
DUP1_201901180395	Bromochloroacetic acid	8.1		8.08	ug/L		(0-20)	20	0.024
DUP2_201901180397	Bromochloroacetic acid	8.2		8.08	ug/L		(0-20)	20	1.7
LCS3	Bromochloroacetic acid		8	8.51	ug/L	106	(80-120)		
MBLK	Bromochloroacetic acid			<1	ug/L				
MRL_CHK	Bromochloroacetic acid		1	1.02	ug/L	102	(50-150)		
MS1_201901180394	Bromochloroacetic acid	8.7	20	29.5	ug/L	104	(84-123)		
MS2_201901180396	Bromochloroacetic acid	7.8	32	40.4	ug/L	102	(84-123)		
CCCH	Dibromoacetic acid		32	32.0	ug/L	100	(85-115)		
CCCM	Dibromoacetic acid		20	20.6	ug/L	103	(85-115)		
DUP1_201901180395	Dibromoacetic acid	8.3		8.18	ug/L		(0-20)	20	1.5
DUP2_201901180397	Dibromoacetic acid	8.1		8.21	ug/L		(0-20)	20	1.0
LCS3	Dibromoacetic acid		8	7.90	ug/L	99	(80-120)		
MBLK	Dibromoacetic acid			<1	ug/L				
MRL_CHK	Dibromoacetic acid		1	1.10	ug/L	110	(50-150)		
MS1_201901180394	Dibromoacetic acid	8.7	20	29.2	ug/L	102	(84-122)		
MS2_201901180396	Dibromoacetic acid	8.6	32	42.0	ug/L	105	(84-122)		
CCCH	Dichloroacetic acid		32	32.4	ug/L	101	(85-115)		
CCCM	Dichloroacetic acid		20	21.2	ug/L	106	(85-115)		
DUP1_201901180395	Dichloroacetic acid	5.5		5.29	ug/L		(0-20)	20	3.4
DUP2_201901180397	Dichloroacetic acid	5.5		5.28	ug/L		(0-20)	20	4.7
LCS3	Dichloroacetic acid		8	7.83	ug/L	98	(80-120)		
MBLK	Dichloroacetic acid			<1	ug/L				
MRL_CHK	Dichloroacetic acid		1	1.17	ug/L	117	(50-150)		
MS1_201901180394	Dichloroacetic acid	5.8	20	27.2	ug/L	107	(79-123)		
MS2_201901180396	Dichloroacetic acid	5.3	32	39.1	ug/L	106	(79-123)		
CCCH	Monobromoacetic acid		32	31.7	ug/L	99	(85-115)		
CCCM	Monobromoacetic acid		20	21.8	ug/L	109	(85-115)		
DUP1_201901180395	Monobromoacetic acid	1.4		1.30	ug/L		(0-20)		
DUP2_201901180397	Monobromoacetic acid	1.2		1.45	ug/L		(0-20)		
LCS3	Monobromoacetic acid		8	7.14	ug/L	89	(80-120)		
MBLK	Monobromoacetic acid			<1	ug/L				
MRL_CHK	Monobromoacetic acid		1	0.923	ug/L	92	(50-150)		
MS1_201901180394	Monobromoacetic acid	1.1	20	25.2	ug/L	120	(81-122)		
MS2_201901180396	Monobromoacetic acid	1.4	32	37.3	ug/L	112	(81-122)		

Spike recovery is already corrected for native results.

Spikes which exceed Limits and Method Blanks with positive results are highlighted by Underlining.

Criteria for MS and Dup are advisory only, batch control is based on LCS. Criteria for duplicates are advisory only, unless otherwise specified in the method.

RPD not calculated for LCS2 when different a concentration than LCS1 is used.

RPD not calculated for Duplicates when the result is not five times the MRL (Minimum Reporting Level).

(S) - Indicates surrogate compound.

(I) - Indicates internal standard compound.



Eaton Analytical

Laboratory QC

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 1 800 566 LABS (1 800 566 5227)

Report: 771103
Project: DBP
Group: QUARTERLY DBP Stage 2

City of San Fernando

QC Type	Analyte	Native	Spiked	Recovered	Units	Yield (%)	Limits (%)	RPDLimit (%)	RPD%
CCCH	Monochloroacetic acid		32	28.8	ug/L	90	(85-115)		
CCCM	Monochloroacetic acid		20	20.6	ug/L	103	(85-115)		
DUP1_201901180395	Monochloroacetic acid	ND		ND	ug/L		(0-20)		
DUP2_201901180397	Monochloroacetic acid	ND		ND	ug/L		(0-20)		
LCS3	Monochloroacetic acid		8	7.78	ug/L	97	(80-120)		
MBLK	Monochloroacetic acid			<2	ug/L				
MRL_CHK	Monochloroacetic acid		2	1.90	ug/L	95	(50-150)		
MS1_201901180394	Monochloroacetic acid	ND	20	22.7	ug/L	113	(72-126)		
MS2_201901180396	Monochloroacetic acid	ND	32	32.5	ug/L	99	(72-126)		
CCCH	Trichloroacetic acid		32	32.1	ug/L	100	(85-115)		
CCCM	Trichloroacetic acid		20	21.4	ug/L	107	(85-115)		
DUP1_201901180395	Trichloroacetic acid	2.1		2.22	ug/L		(0-20)		
DUP2_201901180397	Trichloroacetic acid	2.2		2.08	ug/L		(0-20)		
LCS3	Trichloroacetic acid		8	8.23	ug/L	103	(80-120)		
MBLK	Trichloroacetic acid			<1	ug/L				
MRL_CHK	Trichloroacetic acid		1	0.843	ug/L	84	(50-150)		
MS1_201901180394	Trichloroacetic acid	2.2	20	22.5	ug/L	102	(82-124)		
MS2_201901180396	Trichloroacetic acid	2.2	32	34.5	ug/L	101	(82-124)		

Spike recovery is already corrected for native results.

Spikes which exceed Limits and Method Blanks with positive results are highlighted by Underlining.

Criteria for MS and Dup are advisory only, batch control is based on LCS. Criteria for duplicates are advisory only, unless otherwise specified in the method.

RPD not calculated for LCS2 when different a concentration than LCS1 is used.

RPD not calculated for Duplicates when the result is not five times the MRL (Minimum Reporting Level).

(S) - Indicates surrogate compound.

(I) - Indicates internal standard compound.

ORGANIC CHEMICAL ANALYSIS (11/07)

Date of Report: 1/28/2019

Sample ID No.: 201810310760 - 771103

Laboratory Name: Eurofins Eaton Analytical, LLC

Name of Sampler: _____

Employed by: _____

Date/Time Sample

Collected: 1/16/2019 0920

Date/Time

Received @Lab: 01/16/2019

Date Analyses

Completed: 1/24/2019

System Name: SAN FERNANDO-CITY, WATER DEPT

System Number: 1910143

Variable ID: _____

COC ID: 2004 Seventh Street

Name or Number of Sample Source: SITE 3 - 2004 SEVENTH STREET - STG2 DBP

User ID: 4th

Station number: 1910143-802

Date/Time of Sample: 19 01 16 0920

YY MM DD TTTT

Laboratory Code: |9|5|9|0|

Date Analyses completed: 19 01 24

YY MM DD

Submitted by: Eurofins Eaton Analytical, LLC

Phone# (626) 386-1100

**TEST
METHOD****CHEMICAL**
ALL CHEMICALS EXCEPT 2,3,7,8 TCDD (DIOXIN)
reported uG/L**ENTRY
#****ANALYSES
RESULTS****MCL
ug/L****DLR
ug/L****UNREGULATED ORGANIC CHEMICALS**

TEST METHOD	CHEMICAL	ENTRY #	ANALYSES RESULTS	MCL ug/L	DLR ug/L
S6251B	Bromochloroacetic acid	ug/L	A-038	<1.0	1.0
REGULATED ORGANIC CHEMICALS					
E551.1	Total Trihalomethane(TTHMs)	ug/L	82080	3.6	80
E551.1	Bromodichloromethane	ug/L	32101	<1.0	1.0
E551.1	Bromoform	ug/L	32104	1.2	1.0
E551.1	Chloroform(Trichloromethane)	ug/L	32106	<1.0	1.0
E551.1	Dibromochloromethane	ug/L	32105	1.2	1.0
S6251B	Haloacetic Acids (five)(HAA5)	ug/L	A-049	<2.0	60
S6251B	Monochloroacetic Acid	ug/L	A-042	<2.0	2.0
S6251B	Dichloroacetic Acid	ug/L	77288	<1.0	1.0
S6251B	Trichloroacetic Acid	ug/L	82723	<1.0	1.0
S6251B	Monobromoacetic Acid	ug/L	A-041	<1.0	1.0
S6251B	Dibromoacetic Acid	ug/L	82721	<1.0	1.0

REGULATED ORGANIC CHEMICALS

Date of Report: 1/28/2019

Sample ID No.: 201810310761 - 771103

Laboratory Name: Eurofins Eaton Analytical, LLC

Name of Sampler: _____

Employed by: _____

Date/Time Sample

Collected: 1/16/2019 0825

Date/Time

Received @Lab: 01/16/2019

Date Analyses

Completed: 1/24/2019

System Name: SAN FERNANDO-CITY, WATER DEPT

System Number: 1910143

Variable ID: _____

COC ID: 60 Jessie Street

Name or Number of Sample Source: SITE 2 - 60 JESSIE STREET - STG2 DBP

User ID: 4th

Station number: 1910143-801

Date/Time of Sample: 19 01 16 0825

YY MM DD TTTT

Laboratory Code: 9151910

Date Analyses completed: 19 01 24

YY MM DD

Submitted by: Eurofins Eaton Analytical, LLC

Phone# (626) 386-1100

TEST
METHODCHEMICAL
ALL CHEMICALS EXCEPT 2,3,7,8 TCDD (DIOXIN)
reported uG/LENTRY
#ANALYSES
RESULTSMCL
ug/LDLR
ug/L

UNREGULATED ORGANIC CHEMICALS

TEST METHOD	CHEMICAL	ENTRY #	ANALYSES RESULTS	MCL ug/L	DLR ug/L
S6251B	Bromochloroacetic acid	ug/L	A-038	<1.0	1.0
REGULATED ORGANIC CHEMICALS					
E551.1	Total Trihalomethane(TTHMs)	ug/L	82080	4.4	80
E551.1	Bromodichloromethane	ug/L	32101	1.0	1.0
E551.1	Bromoform	ug/L	32104	1.1	1.0
E551.1	Chloroform(Trichloromethane)	ug/L	32106	<1.0	1.0
E551.1	Dibromochloromethane	ug/L	32105	1.4	1.0
S6251B	Haloacetic Acids (five)(HAA5)	ug/L	A-049	<2.0	60
S6251B	Monochloroacetic Acid	ug/L	A-042	<2.0	2.0
S6251B	Dichloroacetic Acid	ug/L	77288	<1.0	1.0
S6251B	Trichloroacetic Acid	ug/L	82723	<1.0	1.0
S6251B	Monobromoacetic Acid	ug/L	A-041	<1.0	1.0
S6251B	Dibromoacetic Acid	ug/L	82721	<1.0	1.0

REGULATED ORGANIC CHEMICALS

Date of Report: 1/28/2019

Sample ID No.: 201810310762 - 771103

Laboratory Name: Eurofins Eaton Analytical, LLC

Name of Sampler: _____

Employed by: _____

Date/Time Sample

Collected: 1/16/2019 0900

Date/Time

Received @Lab: 01/16/2019

Date Analyses

Completed: 1/24/2019

System Name: SAN FERNANDO-CITY, WATER DEPT

System Number: 1910143

Variable ID: _____

COC ID: 804 Cork Street

Name or Number of Sample Source: SITE 4 - 804 CORK STREET

User ID: 4th

Station number: 1910143-803

Date/Time of Sample: 19 01 16 0900

YY MM DD TTTT

Laboratory Code: 9151910

Date Analyses completed: 19 01 24

YY MM DD

Submitted by: Eurofins Eaton Analytical, LLC

Phone# (626) 386-1100

TEST
METHODCHEMICAL
ALL CHEMICALS EXCEPT 2,3,7,8 TCDD (DIOXIN)
reported uG/LENTRY
#ANALYSES
RESULTSMCL
ug/LDLR
ug/L

UNREGULATED ORGANIC CHEMICALS

TEST METHOD	CHEMICAL	ENTRY #	ANALYSES RESULTS	MCL ug/L	DLR ug/L
S6251B	Bromochloroacetic acid	ug/L	A-038	<1.0	1.0
REGULATED ORGANIC CHEMICALS					
E551.1	Total Trihalomethane(TTHMs)	ug/L	82080	4.5	80
E551.1	Bromodichloromethane	ug/L	32101	<1.0	1.0
E551.1	Bromoform	ug/L	32104	1.2	1.0
E551.1	Chloroform(Trichloromethane)	ug/L	32106	<1.0	1.0
E551.1	Dibromochloromethane	ug/L	32105	1.5	1.0
S6251B	Haloacetic Acids (five)(HAA5)	ug/L	A-049	<2.0	60
S6251B	Monochloroacetic Acid	ug/L	A-042	<2.0	2.0
S6251B	Dichloroacetic Acid	ug/L	77288	<1.0	1.0
S6251B	Trichloroacetic Acid	ug/L	82723	<1.0	1.0
S6251B	Monobromoacetic Acid	ug/L	A-041	<1.0	1.0
S6251B	Dibromoacetic Acid	ug/L	82721	<1.0	1.0

REGULATED ORGANIC CHEMICALS

Date of Report: 1/28/2019

Sample ID No.: 201810310763 - 771103

Laboratory Name: Eurofins Eaton Analytical, LLC

Name of Sampler: _____

Employed by: _____

Date/Time Sample

Collected: 1/16/2019 0845

Date/Time

Received @Lab: 01/16/2019

Date Analyses

Completed: 1/24/2019

System Name: SAN FERNANDO-CITY, WATER DEPT

System Number: 1910143

Variable ID: _____

COC ID: 648 O'Melveny Street

Name or Number of Sample Source: SITE 1 - 648 O'MELVENY STREET - STG2 DBP

User ID: 4th

Station number: 1910143-800

Date/Time of Sample: 19 01 16 0845

YY MM DD TTTT

Laboratory Code: 9151910

Date Analyses completed: 19 01 24

YY MM DD

Submitted by: Eurofins Eaton Analytical, LLC

Phone# (626) 386-1100

TEST
METHODCHEMICAL
ALL CHEMICALS EXCEPT 2,3,7,8 TCDD (DIOXIN)
reported uG/LENTRY
#ANALYSES
RESULTSMCL
ug/LDLR
ug/L

UNREGULATED ORGANIC CHEMICALS

TEST METHOD	CHEMICAL	ENTRY #	ANALYSES RESULTS	MCL ug/L	DLR ug/L
S6251B	Bromochloroacetic acid	ug/L	A-038	<1.0	1.0
REGULATED ORGANIC CHEMICALS					
E551.1	Total Trihalomethane(TTHMs)	ug/L	82080	7.6	80
E551.1	Bromodichloromethane	ug/L	32101	1.8	1.0
E551.1	Bromoform	ug/L	32104	1.8	1.0
E551.1	Chloroform(Trichloromethane)	ug/L	32106	1.5	1.0
E551.1	Dibromochloromethane	ug/L	32105	2.5	1.0
S6251B	Haloacetic Acids (five)(HAA5)	ug/L	A-049	<2.0	60
S6251B	Monochloroacetic Acid	ug/L	A-042	<2.0	2.0
S6251B	Dichloroacetic Acid	ug/L	77288	<1.0	1.0
S6251B	Trichloroacetic Acid	ug/L	82723	<1.0	1.0
S6251B	Monobromoacetic Acid	ug/L	A-041	<1.0	1.0
S6251B	Dibromoacetic Acid	ug/L	82721	<1.0	1.0

REGULATED ORGANIC CHEMICALS

Client Name: [SANFERNANDO] City of San Fernando - 13912
Project: DBP
Sample Group: QUARTERLY DBP Stage 2

Billing Address:

Tony Salazar
City of San Fernando
117 MacNeil Street
San Fernando, CA 91340

Report Address:

Tony Salazar
City of San Fernando
117 MacNeil Street
San Fernando, CA 91340

Please Remit To:

Eurofins Eaton Analytical, LLC
Post Office Box 95362
Grapevine, TX 76099-9733 USA

Wiring Instruction:

Bank Name: Regions Bank
Bank Address: 1900 5th Avenue, #300
Birmingham, AL 35203 USA
Account Name: Eurofins Eaton Analytical
Account #: 013 987 9755
Routing #: 062 005 690 Swift #: UPNBUS44

Payment questions or inquiries:

AR_PA@eurofinsus.com

--- Please note the address change ---

	Order #	Sample ID	Sampled	
@HAA6				
1	201810310760	2004 Seventh Street	2019-01-16	175.00
2	201810310761	60 Jessie Street	2019-01-16	175.00
3	201810310762	804 Cork Street	2019-01-16	175.00
4	201810310763	648 O'Melveny Street	2019-01-16	175.00
			Profile Sub Total:	700.00
@ML551.1				
1	201810310760	2004 Seventh Street	2019-01-16	50.00
2	201810310761	60 Jessie Street	2019-01-16	50.00
3	201810310762	804 Cork Street	2019-01-16	50.00
4	201810310763	648 O'Melveny Street	2019-01-16	50.00
			Profile Sub Total:	200.00

Total Due (USD): **900.00**

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Yazdan T. Emrani, Director of Public Works/City Engineer

Date: April 2, 2019

Subject: Consideration to Accept Vehicle Donations from Petrelli Electric, Incorporated

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the donation of two (2) 2005 Ford F-350 Super Duty Extended Cab trucks (VIN Numbers 1FTWX31P25EC20625 & 1FTWX31P25ED35659) to the City of San Fernando's Public Works Facilities Maintenance Division from Petrelli Electric, Inc.; and
- b. Authorize the City Manager to accept the vehicles and execute legal documents.

BACKGROUND:

1. On March 1, 2019, Sal Petrelli, the owner of Petrelli Electric, Inc. and Reserve Police Officer for the San Fernando Police Department, approached staff with an offer to donate two 2005 Ford F-350 Super Duty Extended Cab trucks for use within the Facilities Maintenance Division.
2. On March 7, 2019, staff received a letter (Attachment "A") from Mr. Petrelli announcing his intent to donate the two vehicles to the City for its sole use.
3. During the week of March 11, 2019, Mr. Petrelli had both vehicles inspected and serviced in preparation for possible transition of ownership to the City.
4. Also during the week of March 11, 2019, three Public Works staff members inspected the vehicles finding both to be in good condition and requiring minimum future on-going maintenance.

Consideration to Accept Vehicle Donations from Petrelli Electric, IncorporatedPage 2 of 2

ANALYSIS:Public Works Facilities Maintenance Division.

The Facilities Maintenance Division has eight employees and is responsible for an extensive and wide range of duties requiring the use of multiple vehicles, as well as other specialized equipment. Obtaining two additional vehicles will allow each staff member within the division to be assigned a vehicle leading to an improved level of service to members of the community. The vehicles being requested will be used: to deliver equipment and supplies; during special events; and to transport court-ordered volunteers to their designated area of responsibility. Having two additional vehicles will allow staff to complete pressing tasks in a more timely fashion because they will no longer have to wait for a vehicle to become available.

BUDGET IMPACT:

Accepting ownership of the donated vehicles will have a minor impact on the Fiscal Year 2018-2019 approved budget due to the cost of transferring ownership and registering vehicles. This cost, which is estimated to be \$50, will be funded from Equipment Maintenance and Replacement Fund. Future fiscal year budgets will be impacted by the cost associated with vehicle maintenance. The current estimated future cost, based on initial inspection conducted on both vehicles by City staff, is \$100 per year per vehicle.

Since these vehicles are donated, they will not be added to the City's equipment replacement amortization schedule as they will not be replaced when they are ultimately retired.

CONCLUSION:

It is recommended that the City Council accept the donation of two 2005 Ford F-350 Super Duty Extended Cab trucks from Petrelli Electric, Incorporated and authorize the City Manager to accept the vehicles and execute legal documents.

ATTACHMENT:

A. Petrelli Electric, Incorporated Donation Letter

ATTACHMENT "A"

March 7, 2019

To whom it may concern,

This letter is to confirm Petrelli Electric Inc.'s intent to donate two (2) Ford pickup vehicles to the City of San Fernando, for their sole use. The 2 trucks listed below are donated as is where is and no warranty or guarantees are expressed or implied.

Below are the vin numbers and attached are copies of the current registrations. All that is needed are releases of liability forms from DMV before pickup. Both vehicles are clear title and currently registered to Petrelli Electric Inc.

Truck #0625 – Vin Number: 1FTWX31P25EC20625

Truck #5659 – Vin Number: 1FTWX31P25ED35659

Sal Petrelli

661-803-4110



POWER LINE MAINTENANCE AND CONSTRUCTION



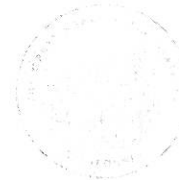
REGISTRATION VALID FROM
COML 05/31/2018 TO 05/31/2019 TYPE 31 LICENSE NUMBER 7V82016

VEHICLE IDENTIFICATION NUMBER 1FTWX31P25ED35659				DATE FIRST SOLD 00/00/2005		CLASS JQ		MAKE FORD		Yr Model 2005	
BODY TYPE MODEL VA				CYLS.		UNLADEN/G/GW		TOTAL FEES PAID			
DATE ISSUED 05/26/2018				TYPE VEH 32Y		MP AX WC D 2 A		15000		\$511 1900 R	

REGISTERED
OWNER

PETRELLI ELECTRIC INC
11615 DAVENPORT RD
AGUA DULCE CA 91390

LIEN
HOLDER



14005162018025941C

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

L 7389205

REGISTRATION VALID FROM
COML 02/28/2018 TO 02/28/2019 TYPE 31 LICENSE NUMBER 7U02035

VEHICLE IDENTIFICATION NUMBER 1FTWX31P25EC20625				DATE FIRST SOLD 00/00/2005		CLASS JN		MAKE FORD		Yr Model 2005	
BODY TYPE MODEL 4C				CYLS.		UNLADEN/G/GW		TOTAL FEES PAID			
DATE ISSUED 02/13/2018				TYPE VEH 32P		MP AX WC D 2 F		06732		\$355 1900	

REGISTERED
OWNER

PETRELLI ELECTRIC INC
11615 DAVENPORT RD
AGUA DULCE CA 91390-4690

LIEN
HOLDER



W0204

L0032

140020120180320

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

L 2343819

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: April 2, 2019

Subject: Consideration to Approve a Third Amendment to the Professional Services Contract with Liebert Cassidy Whitmore to Continue to Provide Labor Negotiator Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Third Amendment to the Professional Services Agreement (Attachment "A" - Contract No. 1873(c)) with Liebert Cassidy Whitmore to amend the total not-to-exceed amount to \$50,000 per fiscal year; and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. Liebert Cassidy Whitmore (LCW) is a law firm specializing in California labor and employment law since 1980. LCW has offices in Los Angeles, San Diego, Fresno, San Francisco, and Sacramento and employs 85 staff attorneys.
2. LCW has been providing the City with special labor and employment law services since 2012. LCW has a Labor Relations Practice Group that specializes in negotiating labor agreements for public agencies.
3. On April 1, 2017, the Interim City Manager entered into an administrative contract (Attachment "B") for Labor Negotiator Services for an amount not-to-exceed \$25,000 with LCW related to the forthcoming negotiations with the San Fernando Public Employees Association (SFPEA). Per the agreement, the City pays a monthly retainer of \$3,450 during negotiations to take advantage of reduced hourly rates under the retainer arrangement.
4. The scope of services provided by LCW related to this Agreement include:

Consideration to Approve a Third Amendment to the Professional Services Contract with Liebert Cassidy Whitmore to Continue to Provide Labor Negotiator ServicesPage 2 of 3

- a. Memorandum of Understanding (MOU) review/audit to identify issues for legal compliance, provide suggestions to increase clarity and reduce ambiguity by improving contract language, and offer suggestions/alternatives to be considered in contract negotiations.
 - b. Training on costing labor contracts, compiling demographic data, preparing for impasse proceedings, and other training programs to develop skills for internal staff.
 - c. Strategy development and advice on key areas including Fair Labor Standards Act (FLSA) items, cost restructuring, pension issues, employee benefits, and discipline/appeal processes. Provide advice and consultation on the scope of meet and confer subjects and alternative approaches to manage meet and confer obligations.
 - d. Drafting contract language compliant with legal parameters and consulting on the preparation and presentation of proposals.
 - e. Conducting or reviewing salary/compensation survey data, market comparable agencies, and options for inclusion of information during the meet and confer process.
5. On November 16, 2017, the City Council approved a first amendment to the Agreement with LCW (Attachment "C") to increase the not-to-exceed compensation from \$25,000 to \$50,000 due to extended negotiations with the San Fernando Public Employee Association/Service Employees International Union (SFPEA/SEIU) Local 721.
 6. On May 21, 2018, the City Council approved a second amendment to the Agreement with LCW (Attachment "D") to increase the not-to-exceed compensation from \$50,000 to \$75,000 to include negotiations with the San Fernando Management Group (SFMG) and the San Fernando Police Civilians Association (SFPCA).

ANALYSIS:

LCW provided negotiator services to assist the City with negotiations for successor MOUs with the SFPEA/SEIU Local 721 and SFMG. LCW is currently assisting the City with negotiations for a successor MOU with SFPCA, whose MOU expired on June 30, 2018. Additionally, the MOUs for the San Fernando Police Officers' Association (SFPOA) and San Fernando Police Management (SFPM) expire on June 30, 2019.

LCW's expertise and continued assistance is critical to finish negotiations with SFPCA and assist with the upcoming negotiations with SFPOA and SFPM. In order to continue receiving labor negotiation services without interruption, staff is recommending amending the compensation

Consideration to Approve a Third Amendment to the Professional Services Contract with Liebert Cassidy Whitmore to Continue to Provide Labor Negotiator ServicesPage 3 of 3

terms of the contract with LCW to an amount not-to-exceed \$50,000 per year to ensure there is sufficient contract authority to complete negotiations.

BUDGET IMPACT:

The City included \$150,000 in the General Fund for Labor Attorney Services in Fiscal Year 2018-2019, which includes the labor negotiation services, as well as special personnel and employment law matters that arise during the course of operations. There are sufficient funds currently available to cover the increased cost of the Negotiation Services contract.

CONCLUSION:

Staff recommends approving the amendment to the Labor Negotiator Services contract with LCW to continue the services required to complete negotiation of a successor MOU with the SFPEA.

ATTACHMENTS:

- A. Contract No. 1873(c)
- B. Contract No. 1873
- C. Contract No. 1873(a)
- D. Contract No. 1873(b)



ATTACHMENT "A"
CONTRACT NO. 1873(c)

THIRD AMENDMENT PROFESSIONAL SERVICES AGREEMENT

LIEBERT CASSIDY WHITMORE

Labor Negotiator Services

THIS THIRD AMENDMENT (hereinafter, "Third Amendment") to that certain agreement entitled "Professional Services Agreement – Labor Negotiator Services" administrative contract dated April 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 2nd day of April, 2019 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This Third Amendment is made and entered into with respect to the following facts:

WHEREAS, exaction of the Master Agreement was executed by the Parties on April 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, a First Amendment was approved by the City Council at its meeting of November 6, 2017 under Agenda Item 3.

WHEREAS, a Second Amendment was approved by the City Council at its meeting of May 21, 2018 under Agenda Item 5.

WHEREAS, this Third Amendment was approved by the City Council at its meeting of April 2, 2019 under Agenda Item ____.

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of the First and Second Amendments; and

WHEREAS, the Parties now wish to modify the Master Agreement by amending the compensation Not-To-Exceed \$50,000 per fiscal year as a result of additional MOU negotiation services; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**Labor Negotiator Services**

Page 2 of 2

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the aggregate sum of \$50,000 per fiscal year.

SECTION 2. Except as otherwise set forth in this Third Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this Third Amendment, together with the Master Agreement, First Amendment and Second Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this Third Amendment, including any and all attachments to this Third Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the Third Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this Third Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Third Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:**CONSULTANT:****City of San Fernando****Liebert Cassidy Whitmore**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City Attorney



PROFESSIONAL SERVICES AGREEMENT

Liebert Cassidy Whitmore

Labor Negotiator Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of April 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Liebert Cassidy Whitmore, A Professional 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 one (1) year commencing from Effective Date, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is included in as Exhibit A (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$25,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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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

Labor Negotiator Services

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Personnel Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Adrianna Guzman 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

Labor Negotiator Services

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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

Labor Negotiator Services

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

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

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

Page 6 of 16

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

Labor Negotiator Services

Page 7 of 16

- 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**

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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 CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, and its officials, employees, agents and volunteers from and against any and all claims, damages, judgments, awards, losses and costs, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of COUNSEL or any of its officers, employees, volunteers, subcontractors or agents in the performance of this Contract, except such damage as is caused by the sole negligence or intentional misconduct of CITY or any of its officials, employees, agents or volunteers.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default,

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

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the

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

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

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

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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- 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:

CONSULTANT:

Liebert Cassidy Whitmore
6033 West Century Blvd, 5th Floor
Los Angeles, CA 90045
Attn: J. Scott Tiedemann/Managing

CITY:

City of San Fernando
City Manager's Office
117 Macneil Street
San Fernando, CA 91340

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Partner
Phone: (310) 981-2000
Fax: (310) 337-0837
Email: STiedemann@lcwlegal.com

Attn: City Manager
Phone: (818) 898-1203
Fax: (818) 365-8090

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

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

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this

PROFESSIONAL SERVICES AGREEMENT**Labor Negotiator Services**Page 15 of 16

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

Labor Negotiator Services

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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 FERNANDOBy: 

Nick Kimball, Interim City Manager

LIEBERT CASSIDY WHITMOREBy: Name: Brian P. WalterTitle: Secretary

Re: LCW Proposal for Negotiations Services

March 14, 2017

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- Represent the City at impasse proceedings, including preparation and representation through the impasse process, preparation of press releases, supervising media relations, meeting with elected officials, and making those appearances provided for by the City employee relations ordinance, as requested by the City.

Most of our negotiation work involves multiple units and we are adept at handling multiple concurrent negotiations. When possible we attempt to schedule meetings with various units back to back as to reduce travel time.

Rates and Service Structure

We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them. Additionally, because our practice is statewide we share briefs, motions, points and authorities, research memos and opinion letters so that we do not research issues and principles of law that other members of the firm have recently worked on. Of course, we provide the most updated briefs and arguments in the course of our practicing efficiently and effectively. Invoices are payable upon receipt and due within 30 days.

Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Adrianna Guzman \$305
Jeffrey Freedman \$350

Expenses

Unlike many firms, we do not bill for secretarial or word processing time or telephone charges. Facsimile transmissions are billed at the rate of \$.50 per page for outgoing faxes only. We make every effort to email documents rather than fax them. Copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

Our firm bills for travel time at the attorney's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less.

Retainer Option

We can also offer the City a retainer option. Our typical monthly retainer for negotiations is \$3,450 for the first unit and \$920 for each additional unit. The monthly hours are then capped based on the reduced hourly rate of \$290 for Adrianna Guzman or \$335 for Jeff Freedman. For example, if we were to negotiate one unit, the monthly rate would be \$3,450, which would cover an average of 11.9 hours of service per month (142.8 hours annually) for Adrianna or 10.3 hours of service per month (123.6 hours annually) for Jeff. Any time over the annual cap would be billed at the standard hourly rates.

Re: *LCW Proposal for Negotiations Services*

March 14, 2017

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The retainer covers preparation, telephone consultation, travel time, attendance at governing board meetings, and negotiations. It does not cover post-mediation proceedings, such as factfinding or interest arbitration. This is billed at the negotiator's standard hourly rates. This retainer would be in effect for an entire one year period, with the option to renew annually. Negotiations can also be billed hourly based on the attorney rate described above.

Conclusion

We welcome the opportunity to assist the City. We recognize that your purpose is to serve the needs of the community and so our goal is to help you achieve this mission. We are most rewarded when we have the opportunity to collaborate with our clients to create solutions that make them successful. We offer our commitment to the City to provide it with superior service, timely and efficient work product and professional people with whom to work.

If we can provide additional information or if you would like to interview the firm, please contact us.



FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

LIEBERT CASSIDY WHITMORE

Labor Negotiator Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Labor Negotiator Services" administrative contract dated April 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 6th day of November, 2017 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, exaction of the Master Agreement was executed by the Parties on April 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation Not-To-Exceed \$50,000 as a result of additional MOU negotiation services; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, this First Amendment was approved by the City Council at its meeting of November 6, 2017 under Agenda Item 3.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the budgeted aggregate sum of \$50,000.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:**City of San Fernando**By: 

Alexander P. Meyerhoff, City Manager

CONSULTANT:**Liebert Cassidy Whitmore**By: Name: J. Scott TiebenmanTitle: Managing Partner**APPROVED AS TO FORM**By: 

Richard Padilla, Assistant City Attorney



SECOND AMENDMENT PROFESSIONAL SERVICES AGREEMENT

LIEBERT CASSIDY WHITMORE

Labor Negotiator Services

THIS SECOND AMENDMENT (hereinafter, "Second Amendment") to that certain agreement entitled "Professional Services Agreement – Labor Negotiator Services" administrative contract dated April 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 21st day of May, 2018 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was executed by the Parties on April 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, a First Amendment was approved by the City Council at its meeting of November 6, 2017 under Agenda Item 3.

WHEREAS, this Second Amendment was approved by the City Council at its meeting of May 21, 2018 under Agenda Item 5.

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of the First and Second Amendments; and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing the compensation Not-To-Exceed \$75,000 as a result of additional MOU negotiation services; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the budgeted aggregate sum of \$75,000.

SECTION 2. Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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Master Agreement notwithstanding, this Second Amendment, together with the Master Agreement and First Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this Second Amendment, including any and all attachments to this Second Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the Second Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Second Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:**City of San Fernando**By:  6-7-18

Alexander P. Meyerhoff, City Manager

CONSULTANT:**Liebert Cassidy Whitmore**By: Name: Title: **APPROVED AS TO FORM**By: 

Richard Padilla, Assistant City Attorney



FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

LIEBERT CASSIDY WHITMORE

Labor Negotiator Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Labor Negotiator Services" administrative contract dated April 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 6th day of November, 2017 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, exaction of the Master Agreement was executed by the Parties on April 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation Not-To-Exceed \$50,000 as a result of additional MOU negotiation services; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, this First Amendment was approved by the City Council at its meeting of November 6, 2017 under Agenda Item 3.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the budgeted aggregate sum of \$50,000.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

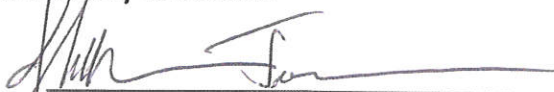
CITY:

City of San Fernando

By: 
Alexander P. Meyerhoff, City Manager

CONSULTANT:

Liebert Cassidy Whitmore

By: 
Name: J. Scott Tideman
Title: Managing Partner

APPROVED AS TO FORM

By: 
Richard Padilla, Assistant City Attorney

**EXHIBIT "A"****PROFESSIONAL SERVICES AGREEMENT****Liebert Cassidy Whitmore**

Labor Negotiator Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of April 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Liebert Cassidy Whitmore, A Professional 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 one (1) year commencing from Effective Date, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is included in as Exhibit A (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$25,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the

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

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

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Personnel Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Adrianna Guzman 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;

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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) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

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

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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,

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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.

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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**

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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 CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, and its officials, employees, agents and volunteers from and against any and all claims, damages, judgements, awards, losses and costs, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of COUNSEL or any of its officers, employees, volunteers, subcontractors or agents in the performance of this Contract, except such damage as is caused by the sole negligence or intentional misconduct of CITY or any of its officials, employees, agents or volunteers.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default,

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

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the

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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 (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

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

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

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

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- 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:

CONSULTANT:

Liebert Cassidy Whitmore
6033 West Century Blvd, 5th Floor
Los Angeles, CA 90045
Attn: J. Scott Tiedemann/Managing

CITY:

City of San Fernando
City Manager's Office
117 Macneil Street
San Fernando, CA 91340

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Partner
Phone: (310) 981-2000
Fax: (310) 337-0837
Email: STiedemann@lwcwlegal.com

Attn: City Manager
Phone: (818) 898-1203
Fax: (818) 365-8090

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

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

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the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this

PROFESSIONAL SERVICES AGREEMENT**Labor Negotiator Services**Page 15 of 16

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

Labor Negotiator Services

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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 FERNANDOBy: 

Nick Kimball, Interim City Manager

LIEBERT CASSIDY WHITMOREBy: Name: Brian P. WalterTitle: Secretary

City of San Fernando

EXHIBIT "A"

Re: *LCW Proposal for Negotiations Services*

March 14, 2017

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- Represent the City at impasse proceedings, including preparation and representation through the impasse process, preparation of press releases, supervising media relations, meeting with elected officials, and making those appearances provided for by the City employee relations ordinance, as requested by the City.

Most of our negotiation work involves multiple units and we are adept at handling multiple concurrent negotiations. When possible we attempt to schedule meetings with various units back to back as to reduce travel time.

Rates and Service Structure

We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them. Additionally, because our practice is statewide we share briefs, motions, points and authorities, research memos and opinion letters so that we do not research issues and principles of law that other members of the firm have recently worked on. Of course, we provide the most updated briefs and arguments in the course of our practicing efficiently and effectively. Invoices are payable upon receipt and due within 30 days.

Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Adrianna Guzman\$305

Jeffrey Freedman\$350

Expenses

Unlike many firms, we do not bill for secretarial or word processing time or telephone charges. Facsimile transmissions are billed at the rate of \$.50 per page for outgoing faxes only. We make every effort to email documents rather than fax them. Copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

Our firm bills for travel time at the attorney's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less.

Retainer Option

We can also offer the City a retainer option. Our typical monthly retainer for negotiations is \$3,450 for the first unit and \$920 for each additional unit. The monthly hours are then capped based on the reduced hourly rate of \$290 for Adrianna Guzman or \$335 for Jeff Freedman. For example, if we were to negotiate one unit, the monthly rate would be \$3,450, which would cover an average of 11.9 hours of service per month (142.8 hours annually) for Adrianna or 10.3 hours of service per month (123.6 hours annually) for Jeff. Any time over the annual cap would be billed at the standard hourly rates.

City of San Fernando

Re: *LCW Proposal for Negotiations Services*

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The retainer covers preparation, telephone consultation, travel time, attendance at governing board meetings, and negotiations. It does not cover post-mediation proceedings, such as factfinding or interest arbitration. This is billed at the negotiator's standard hourly rates. This retainer would be in effect for an entire one year period, with the option to renew annually. Negotiations can also be billed hourly based on the attorney rate described above.

Conclusion

We welcome the opportunity to assist the City. We recognize that your purpose is to serve the needs of the community and so our goal is to help you achieve this mission. We are most rewarded when we have the opportunity to collaborate with our clients to create solutions that make them successful. We offer our commitment to the City to provide it with superior service, timely and efficient work product and professional people with whom to work.

If we can provide additional information or if you would like to interview the firm, please contact us.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy T. Hou, Director of Community Development
Gerardo Marquez, Associate Planner

Date: April 2, 2019

Subject: Consideration to Adopt an Ordinance Approving Zone Change 2018-002 and Tentative Tract Map 2018-002 Located at 1001 Glenoaks Boulevard, San Fernando, CA 91340 (Los Angeles County Assessor Identification No.: 2515-016-017)

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1686 "An Ordinance of the City Council of the City of San Fernando, California, approving a Zone Change 2018-002 and Tentative Tract Map 2018-002 for the development of a six-unit condominium project within the existing C-1 Limited Commercial Zone which is proposing to change to Multiple Family R-2 Residential Planned Development (RPD) Zone located at 1001 Glenoaks Boulevard (Attachment "A").

BACKGROUND:

1. On July 30, 2015 the applicant submitted a Site Plan Review application for the development of a six-unit condominium project within the existing C-1 Limited Commercial Zone which is proposing to change to Multiple Family R-2 Residential Planned Development (RPD) Zone located at 1001 Glenoaks.
2. On January 9, 2016, the City imposed a moratorium on multifamily developments and the project was on hold.
3. On January 17, 2018, the moratorium on multifamily developments expired. Since that time, the applicant has worked with City staff to finalize the project and meet all of the City's development standards.

Consideration to Adopt an Ordinance Approving Zone Change 2018-002 and Tentative Tract Map 2018-002 Located at 1001 Glenoaks Boulevard (Los Angeles County Assessor Identification No.: 2515-016-017)

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4. The Planning and Preservation Commission conducted a public hearing on March 5, 2019 and approved Resolution No. 2019-004, Conditional Use Permit 2018-006 and Site Plan Review 2015-019 while also recommending to the City Council approval of Zone Change 2018-002 and Tentative Tract Map 2018-002 for the development of a six-unit condominium project within the C-1 Limited Commercial Zone which is proposed to change to Multiple Family R-2 (RPD) Zone under Resolution No 2019-004 (Attachment "B").
5. The City Council has the ultimate discretionary authority for zone changes and tract map entitlements. Final approval of these entitlement approvals will require a first reading and then a second reading at the next regularly scheduled City Council meeting.
6. On March 21, 2019, a public hearing notice was published in the print and online versions of the legal advertisement section of the *San Fernando Sun Newspaper* (Attachment "C"). Notices of the public hearing for this request were also mailed to all property owners of record within 500 feet of the Project Site.

ANALYSIS:

General Plan Consistency.

The proposed Zone Change is consistent with the General Plan Land Use Element, which explicitly identifies Glenoaks Boulevard as, "The area bounded by Lucas to the north, Brand to the east, Glenoaks to the south and an alley to the west will also be medium density [residential]" (Pg. IV-8 General Plan). The proposed Zone Change is compatible with the surrounding land uses in the immediate area, which is comprised of existing single-family, multi-family residential dwellings and commercial uses. The density of the proposed project is equivalent to 15.84 dwelling units per acre, which is consistent with the City of San Fernando General Plan for medium density residential.

Consideration of Zone Change.

Pursuant to San Fernando City Code Section 106-20 (Zoning Map Amendments), the City Council may amend the City's official zoning map whenever required by public necessity, convenience and general welfare. As part of the review process, the Planning and Preservation Commission shall review all proposed zone change requests and provide recommendation to the City Council to either approve, approve with conditions, or deny the application. Subsequent to Commission consideration, the City Council shall review the zone change request and approve the application only if the following two findings of fact can be made in a positive manner:

Consideration to Adopt an Ordinance Approving Zone Change 2018-002 and Tentative Tract Map 2018-002 Located at 1001 Glenoaks Boulevard (Los Angeles County Assessor Identification No.: 2515-016-017)

Page 3 of 5

a. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.

The proposed Zone Change from C-1 Limited Commercial to R-2 RPD is consistent with the General Plan Land Use Element which states that, "The area bounded by Lucas to the north, Brand to the east, Glenoaks to the south and an alley to the west will also be medium density [residential]" (Pg. IV-8 General Plan). The proposed Zone Change is compatible with the surrounding land uses in the immediate area, which is comprised of existing single-family, multi-family residential dwellings and commercial uses. The density of the proposed project is equivalent to 15.84 dwelling units per acre, which is consistent with the City of San Fernando General Plan, which for Medium Density Residential allows 6-17 dwelling units per acre (San Fernando General Plan Land Use Element Chart IV-1: Current Land Use Element Categories and Implementing Zones, Pg. IV-9).

This supports the Housing Element Goal 1.0, Policy 1.2 which looks to maintain and enhance the quality of existing neighborhoods by maintaining the character of the established neighborhood through the development of new residential units and Goal 2.0, Policy 2.1 which provides adequate housing sites to facilitate the development of a range of residential types in San Fernando that fulfill regional housing needs. Thus, it is staff's assessment that this finding can be made in this case.

b. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.

The proposed zone change from C-1 Limited Commercial to R-2 RPD will not be detrimental to the public interest, health, safety, convenience of welfare due to the fact that the proposed use will be consistent with and complement established uses within the vicinity. In addition, the proposed use would allow for the ongoing development and creation of new fair market housing within the general area. With the adoption of the recommended conditions of approval for the requested zone change, the applicant would be required to provide sufficient safeguards to deter any potential public nuisance issues and protect public interest, health, safety, convenience or welfare. Noncompliance with the conditions of approval for an approved Zone Change would require corrective action on behalf of the property owners. Thus, it is staff's assessment that this finding can be made in this case.

Consideration of a Tentative Tract Map.

In accordance with the provisions established in the Subdivision Map Act, and the City's Subdivision Ordinance (Chapter 78), the applicant has submitted a request for approval of a tentative tract map for the subdivision of a multiple family residentially zoned lot. Approval of the tract map would allow for each condominium unit to be sold and owned separately. Additionally, through the City's permit processing, other City departments review and analyze

Consideration to Adopt an Ordinance Approving Zone Change 2018-002 and Tentative Tract Map 2018-002 Located at 1001 Glenoaks Boulevard (Los Angeles County Assessor Identification No.: 2515-016-017)

Page 4 of 5

project proposals and recommend appropriate conditions. The Public Works Department has reviewed the project and has recommended several on-site and off-site improvements for the project site, including a significant addition of new alley, sidewalk, and parkway public right of way improvements (Attachment "D"). All improvements must be completed by the applicant prior to obtaining an occupancy permit and final tract map approval (Attachment "E").

In light of the analysis, it is staff's assessment that the proposed Zone Change and Tentative Tract Map all meet the development standards for the development of six condominium residential units on a R-2 Multiple Family (RPD) Residential Planned Development lot. The proposed entitlements will maintain the current makeup of the existing neighborhood, and will provide additional development of dwelling units. This supports the Housing Element Goal 1.0, Policy 1.2 which looks to maintain and enhance the quality of existing neighborhoods by maintaining the character of the established neighborhood through the development of new residential units and Goal 2.0, Policy 2.1 which provides adequate housing sites to facilitate the development of a range of residential types in San Fernando that fulfill regional housing needs.

Environmental Review.

Staff has conducted the appropriate environmental analysis in compliance with the requirements of the California Environmental Quality Act (CEQA). Based on that assessment, the project has been determined to be categorically exempt from further environmental review documentation under Categorical Exemption Class 32 (In-fill Development Projects) of the City's adopted Local CEQA Guidelines.

BUDGET IMPACT:

As a condition of approval of a final tract map or parcel map for a residential subdivision, an in-lieu fee for public park and recreational facilities ("Quimby" fee) is required to be paid by the applicant, as a condition of approval. Pursuant to the San Fernando Municipal Code Section 78-215 the in-lieu fee is determined, 235 square feet is prescribed per multiple-family unit. The development is proposing six units, so the total square footage that shall be dedicated would be 1,410 square feet, or an in-lieu fee based on the fair market value of the amount of land prescribed. Before the second reading of Ordinance No. 1686, the City will provide the final determination of the applicable Quimby fee.

CONCLUSION:

Staff recommends that the City Council approve Zone Change 2018-002 and Tentative Tract Map 2018-002 for the property located at 1001 Glenoaks Boulevard, pursuant to Ordinance No. 1686 and Conditions of Approval attached as Exhibit "A".

Consideration to Adopt an Ordinance Approving Zone Change 2018-002 and Tentative Tract Map 2018-002 Located at 1001 Glenoaks Boulevard (Los Angeles County Assessor Identification No.: 2515-016-017)

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ATTACHMENTS:

- A. Ordinance No. 1686 and Exhibit "A": Conditions of Approval
- B. Planning and Preservation Commission Resolution 2019-004
- C. Public Notice and Vicinity Map
- D. Architectural Plans and Tract Map
- E. Public Works Comments/Checklist

ATTACHMENT “A”**ORDINANCE NO. 1686****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING A ZONE CHANGE 2018-002 AND TENTATIVE TRACT MAP 2018-002 FOR THE DEVELOPMENT OF A SIX-UNIT CONDOMINIUM PROJECT WITHIN THE EXISTING C-1 LIMITED COMMERCIAL ZONE WHICH IS PROPOSING TO CHANGE TO MULTIPLE FAMILY R-2 RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONE LOCATED AT 1001 GLENOAKS BOULEVARD**

The City Council of the City of San Fernando does hereby ordain as following:

WHEREAS, an application has been filed by Bruce Partovi, P.O. Box 8312 Van Nuys, CA 91409 (the “Applicant”), to request for the approval of a Zone Change and Tentative Tract Map for the development of a six-unit condominium project within the existing C-1 Limited Commercial Zone which is proposing to change to Multiple Family R-2 Residential Planned Development (RPD) Zone; and

WHEREAS, notice of public hearing of the City Council of the City of San Fernando to consider the requested zone change and tentative tract map was given in accordance with Government Code §66451.3; and

WHEREAS, the Applicant has requested approval of the requested Zone Change Pursuant to section 106-20 of the San Fernando Municipal Code which would allow for a zone change to designate the site from a C-1 Limited Commercial lot to a Multiple Family R-2 Residential Planned Development (RPD) lot, the proposed use meets the minimum development standards. Based on the foregoing, it is staff’s assessment that the request is consistent with the General Plan and applicable development standards; and

WHEREAS, the Applicant has requested approval of the requested Tentative Tract Map Pursuant to the City’s Subdivision Ordinance (Chapter 78) of the San Fernando Municipal Code which would allow for the subdivision of six individual condominium lots, the proposed use meets the minimum development standards. Based on the foregoing, it is staff’s assessment that the request is consistent with the General Plan and applicable development standards; and

WHEREAS, pursuant to Government Code §66452.3, City staff prepared a written report recommending that the proposed subdivision be approved, and served a copy of that report upon the subdivider at least three (3) days prior to the aforementioned hearing; and

WHEREAS, pursuant to Government Code §66412.3, the Planning Commission has considered the effect of the proposed development, on the housing needs of the region in which San Fernando is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources; the approval of the proposed development represents the balance of these respective needs in a manner which is consistent

with the City's obligation pursuant to its powers to protect the public health, safety and welfare; and

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

SECTION 1: This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). Based on that assessment, the project has been determined to be categorically exempt from further environmental review documentation under Categorical Exemption Class 32 (In-fill Development Projects) of the City's adopted Local CEQA Guidelines; and

SECTION 2: The Project is consistent with the objectives, policies, and general land uses and programs provided in the City's General Plan and the applicable development standards for Multiple Family R-2 RPD Zone; and

SECTION 3: Pursuant to City Code Section 106-20, the City Council finds that the following findings for Zone Change 2018-002 have been justified and upheld in the affirmative in concurrence with the recommended conditions of approval regarding the development of a six-unit condominium. The City Council findings are as follows:

1. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.

The proposed Zone Change from C-1 Limited Commercial to R-2 RPD is consistent with the General Plan Land Use Element which states that, "The area bounded by Lucas to the north, Brand to the east, Glenoaks to the south and an alley to the west will also be medium density [residential]." (Pg. IV-8). The proposed Zone Change is compatible with the surrounding land uses in the immediate area, which is comprised of existing single-family, multi-family residential dwellings and commercial uses. The density of the proposed project is equivalent to 15.84 dwelling units per acre, which is consistent with the City of San Fernando General Plan, which for Medium Density Residential allows 6-17 dwelling units per acre (San Fernando General Plan Land Use Element Chart IV-1: Current Land Use Element Categories and Implementing Zones, Pg. IV-9).

This supports the Housing Element Goal 1.0, Policy 1.2 which looks to maintain and enhance the quality of existing neighborhoods by maintaining the character of the established neighborhood through the development of new residential units and Goal 2.0, Policy 2.1 which provides adequate housing sites to facilitate the development of a range of residential types in San Fernando that fulfill regional housing needs. Thus, it is staff's assessment that this finding can be made in this case.

2. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.

The proposed zone change from C-1 Limited Commercial to R-2 RPD will not be detrimental to the public interest, health, safety, convenience of welfare due to the fact that the proposed use will be consistent with and complement established uses within the vicinity. In addition, the proposed use would allow for the ongoing development and creation of new fair market housing within the general area. With the adoption of the recommended conditions of approval for the requested zone change, the applicant would be required to provide sufficient safeguards to deter any potential public nuisance issues and protect public interest, health, safety, convenience or welfare. Noncompliance with the conditions of approval for an approved Zone Change would require corrective action on behalf of the property owners. Thus, it is staff's assessment that this finding can be made in this case.

SECTION 4: Pursuant to Government Code §66474, with the incorporation of those conditions attached as Exhibit "A":

- a. The proposed map is consistent with the applicable general and specific plans as specified in Government Code §65451.
- b. The design and improvements of the proposed subdivision are consistent with the General Plan.
- c. The site is physically suitable for the type of development contemplated by the proposed subdivision.
- d. The site is physically suitable for the proposed density of the development contemplated by the proposed subdivision.
- e. The design of the development and improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
- f. The design of the development and improvements is not likely to cause serious public health problems.
- g. The design of the development or the type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed development.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 2nd day of April, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

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

I, ELENA G. CHAVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No. 1686 was adopted at a regular meeting of the City Council held on the 2nd day of April 2019, and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

EXHIBIT “A”
CONDITIONS OF APPROVAL

PROJECT NO.: **Zone Change 2018-002,**
 Tentative Tract Map 2018-002

PROJECT ADDRESS: 1001 Glenoaks Boulevard, San Fernando, CA 91340
 (Los Angeles County Assessor Identification No.: 2515-016-017)

PROJECT DESCRIPTION: Approval of Zone Change 2018-002 and Tentative Tract
 Map 2018-002

The following conditions shall be made a part of the approval of the project, and shall be complied with in their entirety, as determined by the Community Development Department:

1. Indemnification. The property owner and the project applicant, shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the property owner and developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. The property owner and developer shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report or related environmental assessment) if made necessary through the initiation of the project.
2. Revocation. Violation of, or noncompliance with, any of these conditions of approval may constitute grounds for revocation of this conditional use permit, as provided below:

Where conditions and activities associated with the operation of the future tenant, as defined herein, interfere with the quiet enjoyment of life and property in the neighborhood, or are or tend to be, injurious to health and safety of persons in the neighborhood. These include, but are not limited to the following:

Excessive noise, noxious smells or fumes, loitering, littering, disturbing the peace, illegal drug activity, public vandalism, graffiti, lewd conduct, gambling, illegal parking, traffic violations, theft, assaults, batteries;

Police detention, citation, and/or arrests for these or any other unlawful activity attributed to the sale and/or consumption of illegal items declared by the City to be a public nuisance;

3. Property Maintenance. The subject site and its immediate surrounding area shall be maintained in a clean, neat and orderly manner at all times and shall comply with the property maintenance standards as set forth in the San Fernando City Code.
4. Landscape. All proposed on-site and off-site plantings shall be kept in a healthy and growing condition, consistent with the design of a landscaping and irrigation plan approved by the Community Development Department. Fertilization, cultivation, tree pruning shall be a part of regular maintenance. Good horticultural practices shall be followed in all instances. The landscape design shall be further refined as necessary to improve the level of design quality by focusing on important design principles. Further landscape design refinements shall address, but not be limited to, the following:
 - a) The landscaping shall be provided with an appropriate low-maintenance landscape design and material selection that is attractive, durable and drought-tolerant. All proposed landscaping shall be arranged to emphasize visual attractiveness as viewed from the public right-of-way.
 - b) All proposed landscaped areas shall be served by well-balanced automatic irrigation system operated by an electrically timed controller station set for early morning irrigation and maintained in a manner consistent with the approved landscape plan. The final landscaping/irrigation plan shall identify the size and location of all landscape materials and irrigation equipment. Water conservation measures shall be incorporated in the irrigation plan;
 - c) The landscape plan shall provide specifications for the following: design of hardscape elements, including pedestrian walkways, paved areas, common areas, seating, landscape planters, lighting, etc.; planting materials, including, trees, shrubs, ground cover, grass, miscellaneous plant materials, landscape containers and soil preparation; and, automatic irrigation plans, including materials and details.
5. SCAQMD. South Coast Air Quality Management District ("SCAQMD") must be contacted prior to any demolition or renovation. Call (909) 396-2000 for further information. Failure to comply with the provisions of Rule 1403 may result in a penalty of up to \$25,000 per day. Once approval from SCAQMD has been obtained, a City of San Fernando Demolition Permit is required for any existing buildings or structures which are to be demolished and must be obtained prior to any work commencing.
6. Surface Runoff. All requirements of the National Pollutant Discharge Elimination System (NPDES) shall be complied with and an NPDES permit, including but not limited to the installation of any required clarifiers and/or on-site infiltration system, must be obtained prior to any occupation or use of the site. During construction, the project site shall comply with all applicable Best Management Practices (BMPs).
7. Construction Hours. Construction activity on Mondays through Fridays shall comply with the current San Fernando City Code standards for construction of 7:00 a.m. to 6:00 p.m. In addition, any construction on Saturday shall be from 8:00 a.m. to 6:00 p.m. Unless otherwise allowed in

the City's Noise Ordinance, no construction shall be allowed on Sundays and Federal Holidays.

8. Graffiti Removal. Unless otherwise specified in the conditions of approval, the property owner(s), operator and all successors shall comply with the graffiti removal and deterrence requirements of the San Fernando City Code. The property owner(s), operator and all successors shall provide for the immediate removal of any graffiti vandalism occurring on the property and, where applicable, the restoration of the surface on which the graffiti exists. Such restoration shall entail repainting or refinishing of the surface with a color or finish that matches the color or finish of the remaining portions of the structure being painted, and including treatment of the surface or site with measures to deter future graffiti vandalism as approved or required by the community development department. Property owner(s), operator and all successors shall maintain an additional stock of exterior paints and finishes for immediate execution of graffiti removal. Unless removed by the property owner or their designee within the specified time frame required by city code, property owner(s), operator and all successors shall grant the right of access to authorized agents of the City of San Fernando to remove graffiti from any surface on the property that is open and accessible from city property or public right-of-way, at the expense of the owner(s) or operator and all successors.
9. The proposed Final Tract Map shall be in compliance with all of the provisions of Chapter 78 (Subdivisions) of the San Fernando Municipal Code and the State of California Subdivision Map Act (Government Code §66410 et seq.). The Tentative Tract Map shall be valid for a period of two (2) years from the date of approval, unless an extension is approved by the Community Development Director. The applicant shall also comply with all other requirements of any applicable federal, state, or local law, ordinance, or regulation.
10. The existing structures shall be removed pursuant to a demolition permit obtained from the Building and Safety Supervisor. The demolition shall comply with all applicable building and safety code requirements and clearance shall be obtained from the Air Quality Management District ("AQMD") prior to demolition.
11. All on-site utilities shall be located underground. Applicant shall provide any easements as necessary. Overhead utility facilities and distribution lines located on the site or off-site adjacent to the perimeter of the site shall be removed and/or placed underground unless determined to be unfeasible by Community Development Department. The applicant shall comply with all development standards and health and safety requirements or guidelines of any relevant utility company, the Public Utilities Commission and the City of San Fernando ("City") relating to construction or residential occupancy in proximity to any remaining overhead utility distribution facilities, and to the design of new utilities placed underground or elsewhere.
12. Electrical distribution facilities/equipment (transformers, load centers, panel boxes and meters, major conductors, underground conduits, etc.) shall be designed/located in conformance with California Public Utilities Commission recommendations for "prudent avoidance" of exposures of dwelling unit occupants to power frequency electromagnetic fields (EMF) that are above background levels.

13. The applicant shall verify to the City's satisfaction that there is no existing contamination of soil on the site.
14. The Final Tract Map shall be prepared in accordance with the policies and procedures of the City of San Fernando. Final Tract Map approval shall be contingent upon compliance with all the conditions of approval for Site Plan Review 2015-19. Such map shall be submitted to the Community Development Department and shall be approved for recording by the City Engineer and be recorded with the County Recorder prior to expiration of the Tentative Parcel Map.
15. The applicant shall comply with the requirements for subdivision of the site as listed in the attached "Public Works Department Development/Improvement Review Checklist." Also, any approved revisions to the proposed Subdivision shall be incorporated into the site plan submitted prior to approval of the Final Tract Map.
16. The applicant shall pay in full a fee in-lieu for parkland acquisition or enhancement ("Quimby fee") as a condition of approval of a final tract map for residential subdivision. The required development fee is calculated with a formula: fair market land value per square foot times number of dwelling units times 235 square foot per unit. Staff will establish land value determination before second reading of Ordinance 1686.
17. A drainage study of the site shall be performed and any improvements necessary to prevent runoff from any future development onto adjacent properties shall be provided or ensured by a bond.
18. A landscape plan shall be reviewed and approved by the City Engineer.
19. Within thirty (30) days of approval of Tentative Tract Map 2018-002, the applicant shall certify his or her acceptance of the conditions of approval or modifications thereto by signing a statement that he or she accepts and shall be bound by all of the conditions.
20. General Compliance. The applicant shall comply with all requirements of applicable federal, state, or local law, ordinance, or regulation.
21. Occupancy per Approval. The subject property shall be improved in substantial conformance with the site plan, exterior elevations, floor plans, and landscape plan, as reviewed by the Planning and Preservation Commission on March 05, 2019, except as herein modified to comply with these Conditions of Approval.
22. Trash Receptacles. All trash receptacles shall be placed in a confined area within the property out of sight of the public right of way as well as off of public property except for trash collection activities.
23. Site Inspections. The Community Development Department shall have the authority to inspect the site to assure compliance with these conditions of approval. The applicant and all successors shall grant the right of access to authorized agents of the City of San Fernando to conduct

periodic inspections of the property.

24. Modifications. Unless the Community Development Director deems a proposed change to the approved plans and operation a minor modification, any and all other modifications to the development plan, including these conditions of approval, shall require review and approval by the Planning and Preservation Commission. Expansion or enlargement of the activity beyond the thresholds permitted by this entitlement shall be subject to the CUP modification approval process.
25. Covenants Conditions and Restrictions. CC&R's shall be reviewed by the Community Development Department and shall be recorded before the issuance of a Certificate of Occupancy.
26. Building Code Requirements. The applicant shall comply with all applicable building and construction requirements of the City of San Fernando's building codes, as specified by the City's Community Development Department.
27. Expiration. This conditional use permit shall become null and void unless exercised by obtaining building permits to implement the construction granted by this entitlement within twelve (12) months of final approval. Additional time in increments of six (6) months at a time may be granted, at the discretion of the Community Development Department Director.

RESOLUTION NO. 2019-004**A RESOLUTION OF THE PLANNING AND PRESERVATION COMMISSION OF THE CITY OF SAN FERNANDO RECOMMENDING APPROVAL OF A ZONE CHANGE 2018-002 AND TENTATIVE TRACT MAP 2018-002 AND APPROVING CONDITIONAL USE PERMIT 2018-006 AND SITE PLAN REVIEW 2015-019 FOR THE DEVELOPMENT OF A SIX-UNIT CONDOMINIUM PROJECT WITHIN THE EXISTING C-1 LIMITED COMMERCIAL ZONE WHICH IS PROPOSING TO CHANGE TO MULTIPLE FAMILY R-2 RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONE LOCATED AT 1001 GLENOAKS BOULEVARD**

WHEREAS, an application has been filed by Bruce Partovi, P.O. Box 8312 Van Nuys, CA 91409 (the "Applicant"), to request for the recommendation of approval of a Zone Change and Tentative Tract Map and a request of approval for a Conditional Use Permit and Site Plan Review for the development of a six-unit condominium project within the existing C-1 Limited Commercial Zone which is proposing to change to Multiple Family R-2 Residential Planned Development (RPD) Zone;

WHEREAS, the Applicant has requested approval of the requested Zone Change Pursuant to section 106-20 of the San Fernando Municipal Code would allow for a zone change to designate the site from a C-1 Limited Commercial lot to a Multiple Family R-2 Residential Planned Development Lot, the proposed use meets the minimum development standards. Based on the foregoing, it is staff's assessment that the request is consistent with the General Plan and applicable development standards;

WHEREAS, the Applicant has requested approval of the requested Tentative Tract Map Pursuant to the City's Subdivision Ordinance (Chapter 78) of the San Fernando Municipal Code would allow for the subdivision of six individual condominium lots, the proposed use meets the minimum development standards. Based on the foregoing, it is staff's assessment that the request is consistent with the General Plan and applicable development standards;

WHEREAS, the Applicant has requested approval of the requested conditional use permit Pursuant to section 106-388 of the San Fernando Municipal Code would for the development of a six-unit condominium project as a conditionally permitted use. Based on the foregoing, it is staff's assessment that the request is consistent with all applicable development standards for the Multiple Family R-2 Residential Planned Development (RPD) Zone;

WHEREAS, the Planning and Preservation Commission has considered all of the evidence presented in connection with the Project, written and oral at the public hearing held on the 5th day of March 2019;

NOW, THEREFORE, BE IT RESOLVED that the Planning and Preservation Commission finds as follows:

SECTION 1: This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). Based on that assessment, the project has been determined to be

categorically exempt from further environmental review documentation under Categorical Exemption Class 32 (In-fill Development Projects) of the City's adopted Local CEQA Guidelines; and

SECTION 2: The Project is consistent with the objectives, policies, and general land uses and programs provided in the City's General Plan and the applicable development standards for Multiple Family R-2 Residential Planned Development Zone; and

SECTION 3: Pursuant to City Code Section 106-20, the Planning and Preservation Commission finds that the following findings for Zone Change 2018-002 have been justified and upheld in the affirmative in concurrence with the recommended conditions of approval regarding the development of a six-unit condominium. The Planning and Preservation Commission (the "Commission") findings are as followed:

1. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.

The proposed Zone Change from C-1 Limited Commercial to R-2 RPD is consistent with the General Plan Land Use Element which states, "The area bounded by Lucas to the north, Brand to the east, Glenoaks to the south and an alley to the west will also be medium density." (Pg. IV-8). The proposed Zone Change is compatible with the surrounding land uses in the immediate area, which is comprised of existing single-family, multi-family residential dwellings and commercial. The density of the proposed project is equivalent to 15.84 dwelling units per acre, which is consistent with the City of San Fernando General Plan which for Medium Density Residential allows 6-17 dwelling units per acre (San Fernando General Plan Land Use Element Chart IV-1: Current Land Use Element Categories and Implementing Zones, Pg. IV-9).

This supports the Housing Element Goal 1.0, Policy 1.2 which looks to maintain and enhance the quality of existing neighborhoods by maintaining the character of the established neighborhood through the development of new residential units and Goal 2.0, Policy 2.1 which provides adequate housing sites to facilitate the development of a range of residential types in San Fernando that fulfill regional housing needs. Thus, it is staff's assessment that this finding can be made in this case.

2. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.

The proposed zone change from C-1 Limited Commercial to R-2 RPD will not be detrimental to the public interest, health, safety, convenience or welfare due to the fact that the proposed use will be consistent with and complement established uses within the vicinity. In addition, the proposed use would allow for the ongoing development and creation of new fair market housing within the general area. With the adoption of the recommended conditions of approval for the requested zone change, the applicant would be required to provide sufficient safeguards to deter any potential public nuisance issues and protect public interest, health, safety, convenience or welfare. Noncompliance with the conditions of approval for an approved Zone

Change would require corrective action on behalf of the property owners. Thus, it is staff's assessment that this finding can be made in this case.

SECTION 4: Pursuant to City Code Section 106-145, the Planning and Preservation Commission finds that the following findings for Conditional Use Permit 2018-006 have been justified and upheld in the affirmative in concurrence with the recommended conditions of approval regarding the development of a six-unit condominium. The Planning and Preservation Commission (the "Commission") findings are as followed:

1. The proposed use is one conditionally permitted within the subject zone and complies with all applicable sections of the zoning ordinance.

Pursuant to 106-388 of the San Fernando Municipal Code, the Multiple Family R-2 Dwelling Zone allows for the development of residential condominiums as a conditionally permitted use. The approval of the requested CUP would allow for the proposed entitlement of a six unit condominium development. In addition, the development calls for one dwelling unit per 2,750 square feet of lot area, which meets the density requirements for the zone will not create a need for any variance from any development standards. The 16,500 square foot lot, the Multiple Family R-2 Zone calls for a maximum density of one dwelling unit per 2,562 square feet of lot area, allows for the applied number of units (6). Thus, it is staff's assessment that this finding can be made.

2. The proposed use would not impair the integrity and character of the zone in which it is to be located.

To the Project Site's north and east, the adjacent parcels are zoned Multiple Family R-2 RPD which the applicant has proposed for this site. Also, R-3 Multiple Family zoned lots are located across the street south of the project site along Glenoaks Boulevard. The proposed development would complement adjacent uses and achieve a higher and better use of the project site.

To ensure the protection and preservation of the surrounding neighborhood while fostering and promoting growth in the zone, the City's standard conditions of approval would be adopted to address issues associated with noise, trash and debris, and other public nuisance conditions. Noncompliance with the adopted conditions of approval would require the City to seek corrective action from the business owner and may lead to revocation of the required CUP. Thus, it is staff's assessment that this finding can be made.

3. The subject site is physically suitable for the type of land use being proposed.

The project consists of the development of a lot, approximately 16,500 square feet, into six separate condominium townhomes. Each unit will provide 3 bedrooms and 2 bathrooms and measures approximately 1,570 square feet. The proposed development shall provide 35 foot tall buildings the ground floor dedicated to parking, the first floor to living and kitchen area and the third floor to the three bedrooms. In addition, each unit will provide an enclosed three car garage and measure approximately 890 square feet. One additional guest parking stall is proposed for the site. The six units will be split into as three duplex structures that will line the

western side of the lot. A 25 foot wide drive way will provide ingress and egress.

The project site is currently improved with a duplex development that will be demolished. The proposed new development will provide a sidewalk and parkway public right of way improvements. The site will also provide through access to the alley at the north and as part of the conditions of approval from the Public Works Department, the project shall provide paved alley area behind the proposed project. Thus, it is staff's assessment that this finding can be made.

4. The proposed use is compatible with land uses presently on the subject property.

The project site is designated by The General Plan Land Use Element as Medium Density Residential. The proposed CUP to allow for the development of a six separate condominium townhomes use would be compatible with the present land use. Currently the site is occupied by a duplex residential use and development of this site will create an overall improvement not only for the site but for the general area as a whole by providing needed housing stock in the general vicinity. Thus, it is staff's assessment that this finding can be made.

5. The proposed use would be compatible with the existing and future land uses within the zone and the general area in which the proposed use is to be located.

The proposed Zone Change is consistent with the General Plan Land Use Element which states, "The area bounded by Lucas to the north, Brand to the east, Glenoaks to the south and an alley to the west will also be medium density (Pg. IV-8)." The proposed Zone Change is compatible with the surrounding land uses in the immediate area, which is comprised of existing single-family, multi-family residential dwellings and commercial. The density of the proposed project is equivalent to 15.84 dwelling units per acre, which is consistent with the City of San Fernando General Plan. Thus, it is staff's assessment that this finding can be made.

6. There would be adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.

The existing site is adequately served by existing water, sanitation, and public utilities. Each proposed unit will provide separate water service for each unit. The applicant may also construct a new sewer main from the street to the site and connect each of the townhomes sewer laterals to it. Any required future improvements to infrastructure and public utilities with the change of occupancy would be required to be developed in compliance with the requirements of the city's building and health and safety codes, including any requirements for off-site improvements and utility connections from the City's Public Works Department. Thus, it is staff's assessment that this finding can be made.

7. There would be adequate provisions for public access to serve the subject proposal.

Currently the site provides unfinished alleyway, parkway and sidewalk. Unpaved dirt pathways exist that are in need of repair. The proposed new development will provide a sidewalk and parkway public right of way improvements. The site will also provide through

access to the alley to the north. As part of the conditions of approval the project shall provide paved alley area behind the proposed project. Thus, it is staff's assessment that this finding can be made.

8. The proposed use would be appropriate in light of an established need for the use at the proposed location.

The proposed Zone Change is consistent with the General Plan Land Use Element which states, "The area bounded by Lucas to the north, Brand to the east, Glenoaks to the south and an alley to the west will also be medium density (Pg. IV-8)." This also supports the Housing Element Goal 1.0, Policy 1.2 which looks to maintain and enhance the quality of existing neighborhoods by maintaining the character of the established neighborhood through the development of new residential units, and Goal 2.0, Policy 2.1 which provides adequate housing sites to facilitate the development of a range of residential types in San Fernando that fulfill regional housing needs. Thus, it is staff's assessment that this finding can be made in this case.

9. The proposed use is consistent with the objectives, policies, general land uses and programs of the City's general plan.

The proposed Conditional Use Permit is consistent with the General Plan Land Use Element which states, "The area bounded by Lucas to the north, Brand to the east, Glenoaks to the south and an alley to the west will also be medium density (Pg. IV-8)." The proposed CUP is compatible with the surrounding land uses in the immediate area, which is comprised of existing single-family, multi-family residential dwellings and commercial. The density of the proposed project is equivalent to 15.84 dwelling units per acre, which is consistent with the City of San Fernando General Plan. Thus, it is staff's assessment that this finding can be made in this case.

10. The proposed use would not be detrimental to the public interest, health, safety, convenience or welfare.

The proposed CUP for the development of six condominium residences will not be detrimental to the public interest, health, safety, convenience or welfare due to the fact that the proposed use will be consistent with and complement established uses within the vicinity. In addition, the proposed use would allow for the ongoing development and creation of new fair market housing within the general area. With the adoption of the recommended conditions of approval for the requested CUP, the applicant would be required to provide sufficient safeguards to deter any potential public nuisance issues and protect public interest, health, safety, convenience or welfare. Noncompliance with the conditions of approval for an approved CUP would require corrective action on behalf of the property owners. Thus, it is staff's assessment that this finding can be made in this case.

BE IT FURTHER RESOLVED that based upon the foregoing, the Planning and Preservation Commission recommends approval to the City Council of Zone Change 2018-002 and Tentative Tract Map 2018-002 and approval of Conditional Use Permit 2018-006 and Site Plan Review 2015-019, subject to the Conditions of Approval attached as Exhibit "A".

PASSED, APPROVED AND ADOPTED this 5th day of March 2019.

_____,
ALVIN DURHAM, CHAIRPERSON

ATTEST:

TIMOTHY T. HOU, AICP, SECRETARY TO THE PLANNING
AND PRESERVATION COMMISSION

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

I, TIMOTHY T. HOU, Secretary to the Planning and Preservation Commission of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the Planning and Preservation Commission and signed by the Chairperson of said City at a meeting held on the 5th day of March 2019; and that the same was passed by the following vote, to wit:

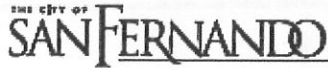
AYES:

NOES:

ABSENT:

ABSTAIN:

TIMOTHY T. HOU, AICP, SECRETARY TO THE PLANNING
AND PRESERVATION COMMISSION



**NOTICE OF A
PUBLIC HEARING**
THE CITY OF SAN FERNANDO CITY COUNCIL

A public hearing on this matter and associated potential environmental impacts, if any, will be conducted by the City of San Fernando City Council on:

DATE: April 2, 2019
TIME: 6:00 p.m.
HEARING LOCATION: City Hall Council Chambers, 117 Macneil Street, San Fernando, CA 91340
PROJECT LOCATION: 1001 Glenoaks, San Fernando, CA
(Los Angeles County Assessor Identification No: 2515-016-017)
APPLICATION: Zone Change 2018-002 and Tentative Tract Map 2018-002

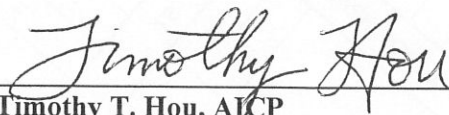
PROJECT DESCRIPTION:

The project consists of a request for the approval of a Zone Change and Tentative Tract Map for the development of a six-unit condominium project within the C-1 Limited Commercial Zone which is proposing to change to Multiple Family R-2 Residential Planned Development (RPD) Zone. The project site is located on a 16,500 square foot lot and is located on the north side of Glenoaks Boulevard just east of North MacLay Avenue and west of Brand Boulevard.

This project has been reviewed for compliance with the California Environmental Quality Act (CEQA) of 1970. Based on that assessment, the project has been determined to be Categorically Exempt under Class 32 (In-fill Development Projects) of the City's adopted local CEQA Guidelines. Members of the public are invited to submit written comments regarding said project by or before the close of the public hearing. Written responses received by noon, March 25, 2019 will be included with the staff report for review by City Council.

Interested members of the public may also provide verbal comments or written comments regarding any aspect of the proposed project during the public comment portion of the public hearing on this matter. Please note that interested parties who may later wish to appeal or otherwise challenge any findings made or action taken by the Planning and Preservation Commission may be limited to appealing or challenging only those issues or concerns that were raised orally or in writing by or before the close of the public hearing conducted by the Planning and Preservation Commission.

For further information regarding this proposal, please contact Gerardo Marquez, Associate Planner at (818) 837-1540 or gmarquez@sfcity.org or by written correspondence to: City of San Fernando, Community Development Department, 117 Macneil Street, San Fernando, CA -91340-2993.



Timothy T. Hou, AICP
Director of Community Development

CITY OF SAN FERNANDO



500' RADIUS MAP

GC MAPPING SERVICE, INC.

3055 WEST VALLEY BOULEVARD
ALHAMBRA CA 91803
(626) 441-1080 FAX (626) 441-8850

LEGEND

- ⊙ OWNERSHIP NO.
- ↗ OWNERSHIP HOOK

CASE NO.

DATE: 03 - 14 - 2018

SCALE: 1" = 100'

OWNERSHIP MAP

TENTATIVE TRACT MAP NO.

FOR SMALL LOT SUBDIVISION PUOPSES
AT
1001 GLENOAKS BLVD, SAN FERNANDO, CA. 91340
IN THE CITY OF
LOS ANGELES
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
SMALL LOT SUBDIVISION IN RA-1 (ZONE CHANGE TO RD3-1)

OWNER

PARTOVI BROTHERS

ENCINO, CA 91316
818-642-1573

SURVEYOR

MOLAI LAND & DESIGN

24308 BURBANK BLVD
WOODLAND HILLS, CA 91367
818-325-9225
MOLAI22@YAHOO.COM

ARCHITECT

KORAJAC SRIVONGSE ARCHITECT

819 N. ONEONTA DR.
LOS ANGELES , Ca. 90065
Tel:(562) 900-4476
E-mail : KSRIVONGSE@YAHOO.COM

NOTES :

- 1- EXISTING ZONE : C-1
- 2- PROPOSED ZONE : R2-PD
- 2- THERE ARE FOUR EXISTING BUILDINGS TO BE DEMOLISHED.
- 3- NO OAK, WESTERN SYCAMORE, CALIF. BAY OR S.C. BLACK WALNUT TREES ON PROPERTY.
- 4- PROPERTY IS NOT IN FLOOD HAZARD ZONE AREA.
- 5- PROPERTY IS NOT IN METHANE HAZARD ZONE.
- 6- PROPERTY IS NOT IN HILLSIDE ORDINANCE AREA.

LEGAL DESCRIPTION ATTACHMENT "D"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED SAN FERNANDO IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
LOT 16 OF TRACT NO. 1948, IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21 PAGE 72 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THAT PORTION OF SAID LOT LYING SOUTHWESTERLY OF A LINE PARALLEL WITH AND 40 FEET NORTHEASTERLY FROM THE TRUE CENTER LINE OF SIXTH STREET, NOW KNOWN AS GLENOAKS BOULEVARD IN SAID CITY.
APN: 2515-016-017

BASIS OF BEARINGS

THE BEARING N41°30'00"W, ON THE SIDELINE OFSIXTH ST. AS SHOWN ON TRACT NO. 1948, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 21, PAGE 72, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BENCHMARK

Assumed Datum
FD SMH @ GELNOAKS BLVD. CL
ELEVATION=100.00'

FLOOD ZONE : X

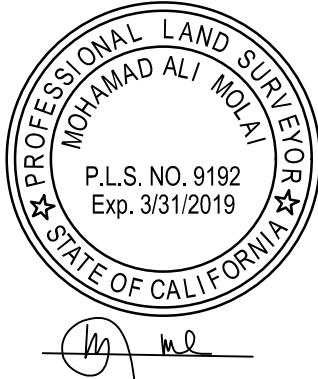
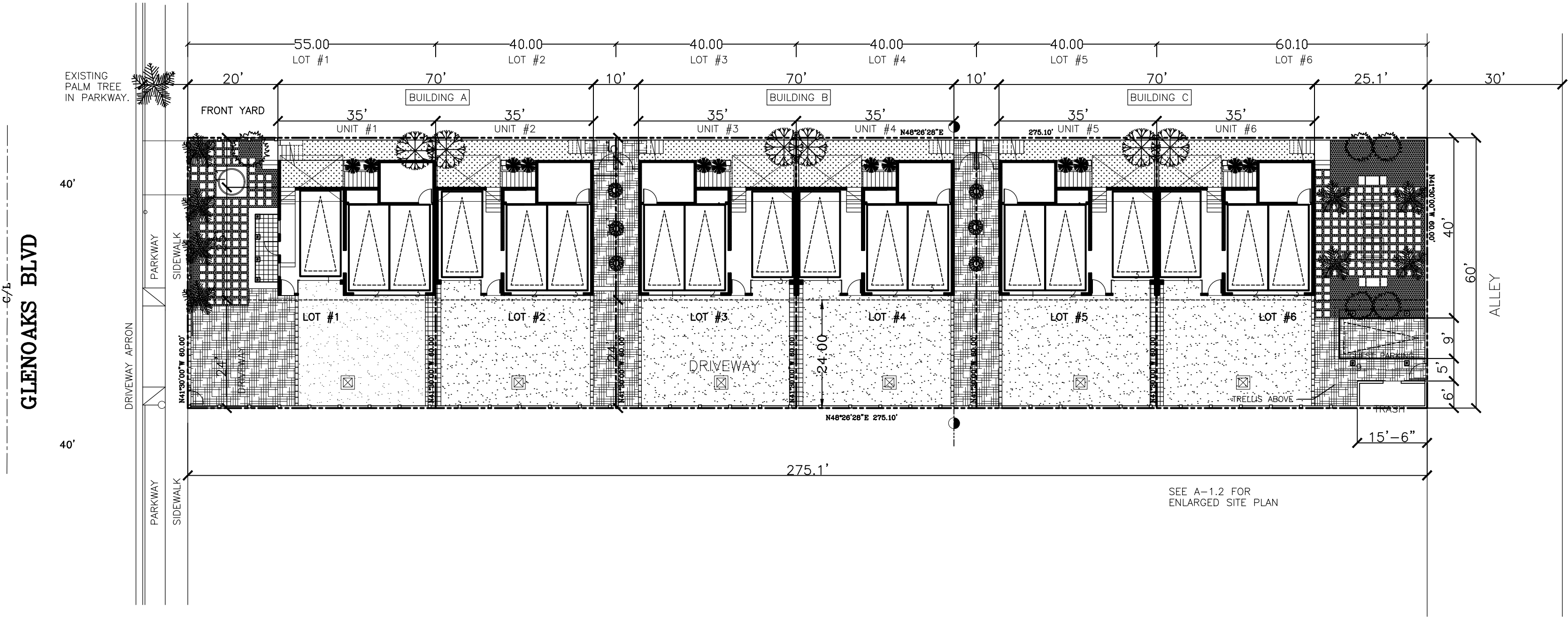
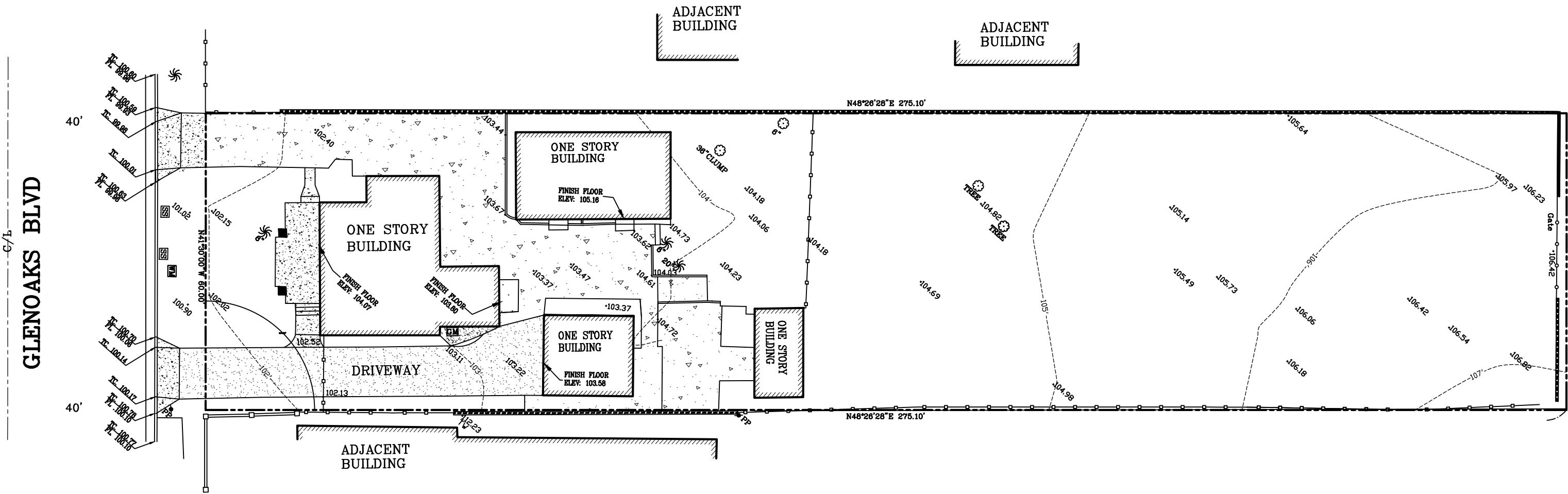
FEMA PANEL : 06037C1075F
EFFECTIVE DATE: 09/26/2008

PROJECT INFORMATION

ADDRESS: 1001 GLENOAKS BLVD.
SAN FERNANDO, CA. 91340

I. SITE

EXISTING USE: HOUSE TO BE DEMOLISHED
PROPOSED USE: LOT SUBDIVISION FOR 6 LOTS
GENERAL PLAN LAND USE LOW/MEDIUM DENSITY HOUSING
GROSS LOT AREA: 16506 (SQ FT)



	Residential Area Sq. Ft.	Garage Area Sq. Ft.	Height	Coverd Parking	Lot Coverage Area Sq. Ft.	Setback Matrix
LOT 1	1558.50	891.00	35'-0"	3 Standard	3300	N Side 5'-0" E Front 0'-0" S Side 25'-0" W Rear 25'-0"
LOT 2	1558.50	891.00	35'-0"	3 Standard	2400	N Side 5'-0" E Front 0'-0" S Side 25'-0" W Rear 0'-0"
LOT 3	1558.50	891.00	35'-0"	3 Standard	2400	N Side 5'-0" E Front 0'-0" S Side 25'-0" W Rear 0'-0"
LOT 4	1558.50	891.00	35'-0"	3 Standard	2400	N Side 5'-0" E Front 0'-0" S Side 25'-0" W Rear 0'-0"
LOT 5	1558.50	891.00	35'-0"	3 Standard	2400	N Side 5'-0" E Front 0'-0" S Side 25'-0" W Rear 0'-0"
LOT 6	1558.50	1082.00	35'-0"	3 Standard 1 GUEST	3600	N Side 5'-0" E Front 25'-11" S Side 25'-0" W Rear 0'-0"

II. PARKING

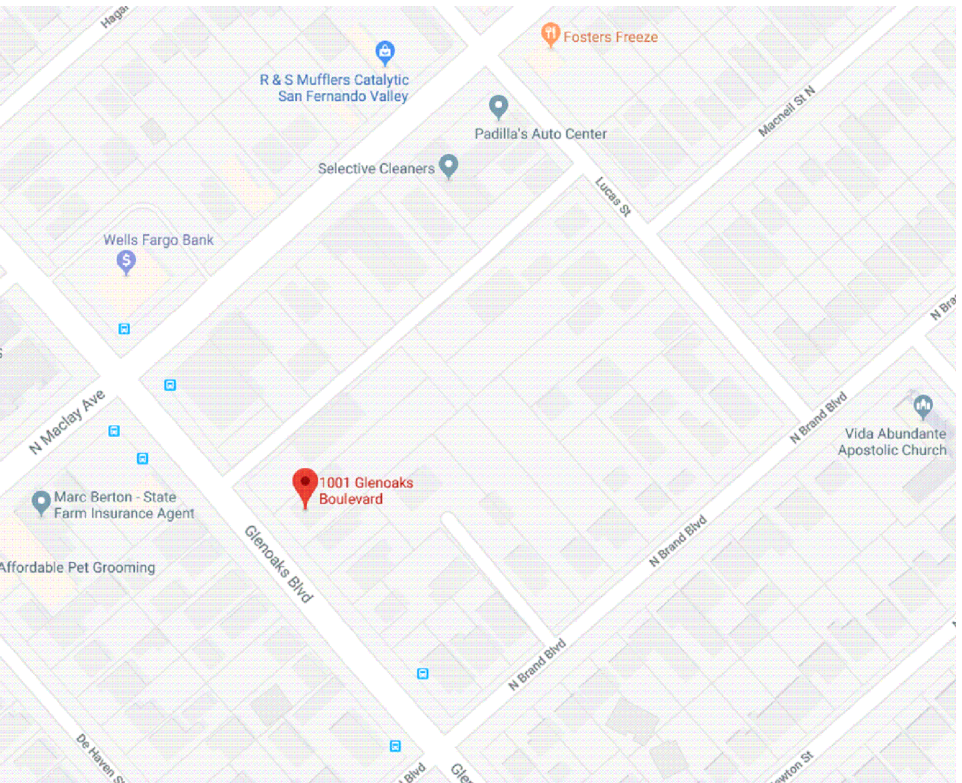
TOTAL PARKING: 18-STANDARD
TOTAL GARAGE AREA: 3435 SQ.FT.

PROJECT INFORMATION

ADDRESS: 1001 GLENOAKS BLVD.
SAN FERNANDO, CA. 91340

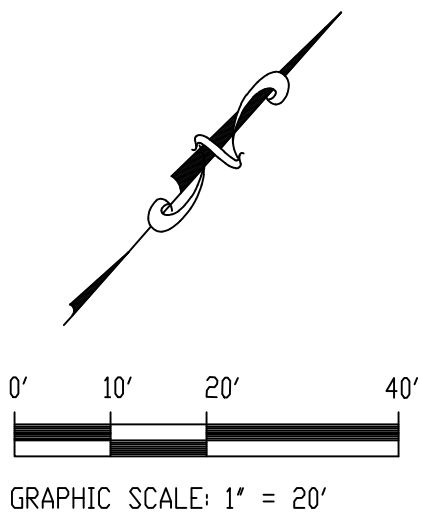
APN: 2515-016-017
TRACT: 1948
LOT: POR. 16

LOT AREA (BEFORE DEDICATION) : 16506 SQ. FT.
LOT AREA (AFTER DEDICATION) : 16506 SQ. FT.
TYPE OF CONST. V B
UNIT HEIGHT: THREE STORY BLDG.
BUILDING HEIGHT: 35' MAX




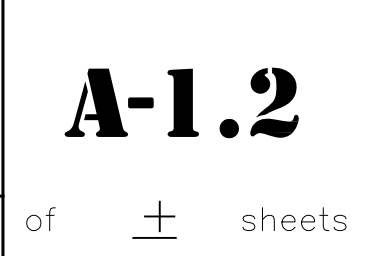
VICINITY MAP
NOT TO SCALE

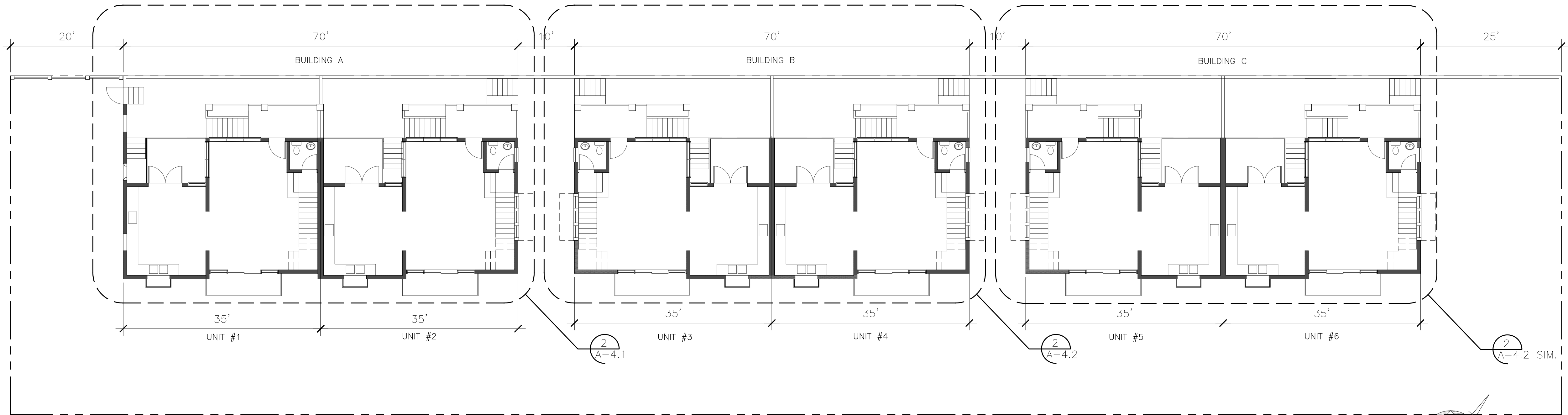
LEGEND	
## □	WATER METER
PP-◆	POWER POLE
SP	STREET LIGHT BOX
CHNY	CHIMNEY
CT	CURB FACE
DVT	DRIVEWAY
CL	CENTER LINE
---	BOUNDARY LINE
12' ○	TREE
CONC. BLOCK WALL	
SPOT ELEVATION	
IRON FENCE	
WOOD FENCE	
ASPHALT PATTERN	
CONCRETE PATTERN	



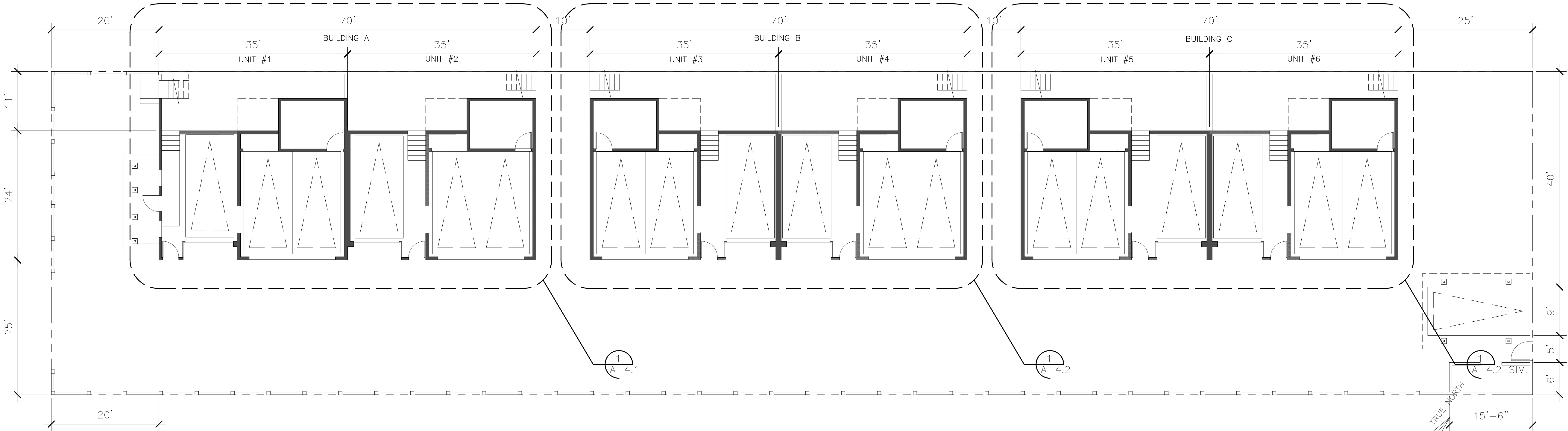


KEY PLAN SCALE: 1/16"=1'-0"		1				
<div><div><div><div><div>Propose Project:</div><div>(6) 3 BEDROOM CONDOMINIUMS</div></div><div><div>Address:</div><div>1001 Glenoaks Boulevard, San Fernando, Ca. 91340</div></div><div><div>APN:</div><div>2515-016-017</div></div><div><div>Legal Description:</div><div>Tract No 1948 Ex of ST Lot 16</div></div><div><div>Zone:</div><div>Existing Zone; C1</div><div>New Zone; R2-PD</div></div><div><div>Lot Area;</div><div>16,500 S.F. (60x275)</div></div><div><div>F.A.R.</div><div>2,562 S.F. per UNIT</div></div><div><div>No of Units Allow:</div><div>16,500 / 2,562 = 6.44 Units = 6 Units</div></div><div><div>Number of Buildings:</div><div>(3) Duplex Townhouses</div></div><div><div>Type of Construction:</div><div>Type V B</div></div><div><div>Fire Sprinkler:</div><div>Fully Sprinkler Throughout</div></div><div><div>Building Foot print:</div><div>(3) X 1,925.62 = 5,776.86 S.F.</div></div><div><div>Building to Land area Ratio:</div><div>5,776.86/16,500 = 35%</div></div><div><div>Building Height:</div><div>35'</div></div><div>Easement: None</div></div><div>PROJECT DATA TABLE:</div><div><div>a. Total landscaping square footage:</div><div>Common area: 1,591.75 S.F.</div><div>Landscape at unit area: 1,320.00 S.F.</div><div>Total: 2,911.75 S.F.</div></div><div>b. Total hardscaping square footage: 1,381.25 S.F.</div><div>c. Square footage breakdown per unit:</div><div><div>Ground Floor; PARKING 891.00 S.F.</div><div>Second Floor; LIVING 667.50 S.F.</div><div>Third Floor; BEDROOM 900.15 S.F.</div></div><div><div>Building Area per Unit:</div><div>2,458.00 S.F.</div></div><div><div>Total 6 Units:</div><div>14,748.00 S.F.</div></div></div></div> <div><div><div>d. Common Area square footage per unit: 2,435.5 S.F./6UNITS = 406 S.F. per unit.</div><div>e. Open Space square footage per unit: 220 S.F.</div><div>f. Total Open Space square footage: 1,320.00 S.F.</div><div>g. Storage Room square footage: 103.5 s.f. per unit</div></div><div>Parking Analysis: Required;</div><div><div>2.5 Cars per 3 bedroom unit = 2.5x6= 15 cars</div><div>Guest parking 2/10 car per unit = (6x2)/10 = 1.2 car = 1 car</div><div>Total required = 16 cars</div></div><div>Provided;</div><div><div>3 Cars per 3 bedroom unit = 6x3 = 18 cars</div><div>Guest parking 2/10 car per unit - (6x2)/10 = 1.2 car = 1 car</div><div>Total provided = 19 cars</div></div></div> <div><div><div>A–1.1 KEY PLAN, PROJECT INFORMATION</div><div>A–1.2 SITE PLAN</div><div>A–2 OVERALL GARAGE PLAN AND SECOND FLOOR PLAN</div><div>A–3 OVERALL THIRD FLOOR PLAN AND ROOF PLAN</div><div>A–4.1 ENLARGED BUILDING A PLANS</div><div>A–4.2 ENLARGED BUILDING B, C PLANS</div><div>A–5.1 OVERALL BUILDING ELEVATIONS</div><div>A–5.2 BUILDING A ELEVATIONS</div><div>A–5.3 BUILDING B ELEVATIONS, BLDG C SIMILAR</div><div>A–6.1 BIRD’S EYE VIEW</div><div>A–6.2 STREET VIEW</div><div>A–6.3 PERSPECTIVE DETAIL VIEW</div></div></div> <div></div> <tr><td>PROJECT INFORMATION NO SCALE</td><td>4</td><td>INDEX OF DRAWINGS NO SCALE</td><td>3</td><td>VICINITY MAP NO SCALE</td><td>2</td></tr>	PROJECT INFORMATION NO SCALE	4	INDEX OF DRAWINGS NO SCALE	3	VICINITY MAP NO SCALE	2
PROJECT INFORMATION NO SCALE	4	INDEX OF DRAWINGS NO SCALE	3	VICINITY MAP NO SCALE	2	





OVERALL SECOND FLOOR PLAN
SCALE: 3/32"=1'-0"



OVERALL GARAGE PLAN
SCALE: 3/32"=1'-0"

Revisions	
▲	
▲	
▲	
▲	
▲	



Karajack Srivongse, Architect
819 N. ONEONTA DRIVE
LOS ANGELES, CALIFORNIA 90065
Telephone 562 900 4476 E-mail : ksrivongse@pbio.com

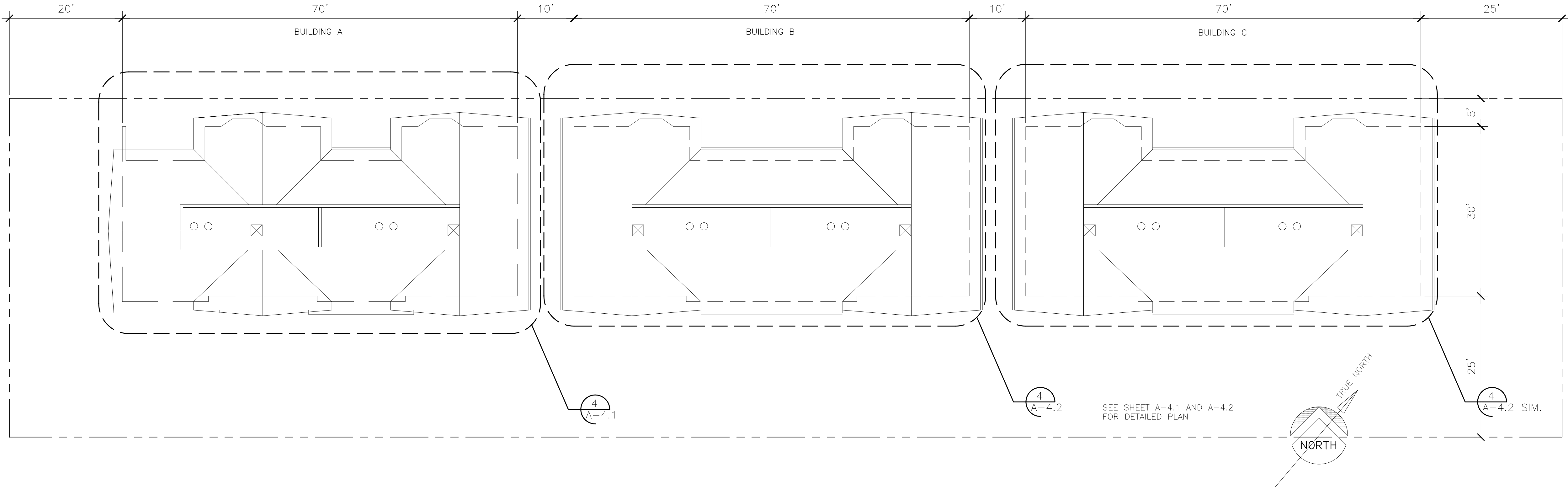
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ENCINO CALIFORNIA 91316
TEL. XXX

SITE PLAN / ROOF PLAN
NEW 6 UNIT CONDOMINIUM
AT
1001 GLENOAKS BOULEVARD
SAN FERNANDO, CA 91340

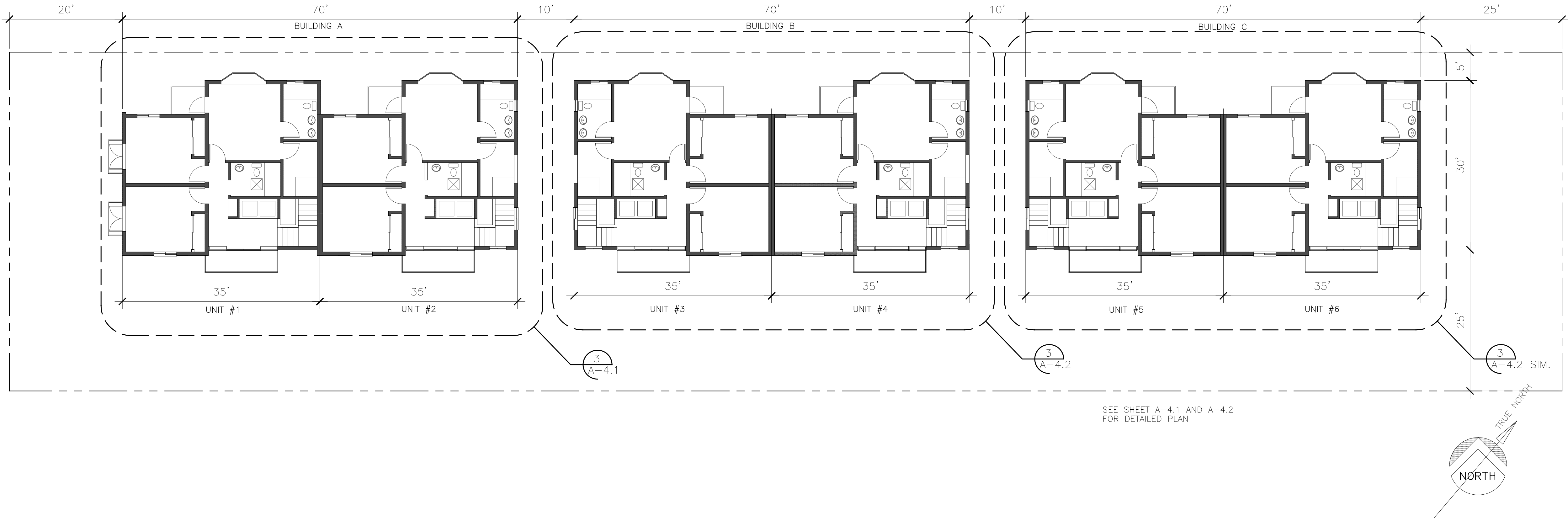
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OVERALL ROOF PLAN
SCALE: 1/16"=1'-0"



OVERALL THIRD FLOOR PLAN
SCALE: 1/8"=1'-0"

Revisions	
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FIRST AND SECOND OVERALL FLR PLAN
NEW 6 UNIT CONDOMINIUM
AT
1001 GLENOAKS BOULEVARD
SAN FERNANDO, CA 91340

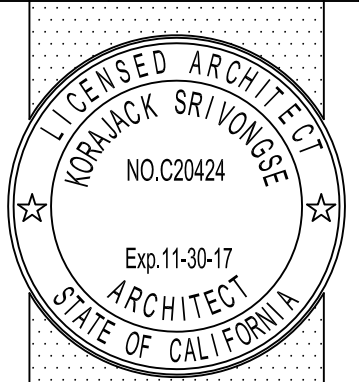
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END ELEVATIONS SEE SHEET A-5.2 AND A-5.3

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OWNER
PARTOY BROTHERS
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ENCINO CALIFORNIA 91316
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BUILDING SITE ELEVATIONS
NEW 6 UNIT CONDOMINIUM
AT
1001 GLENOAKS BOULEVARD
SAN FERNANDO, CA 91340

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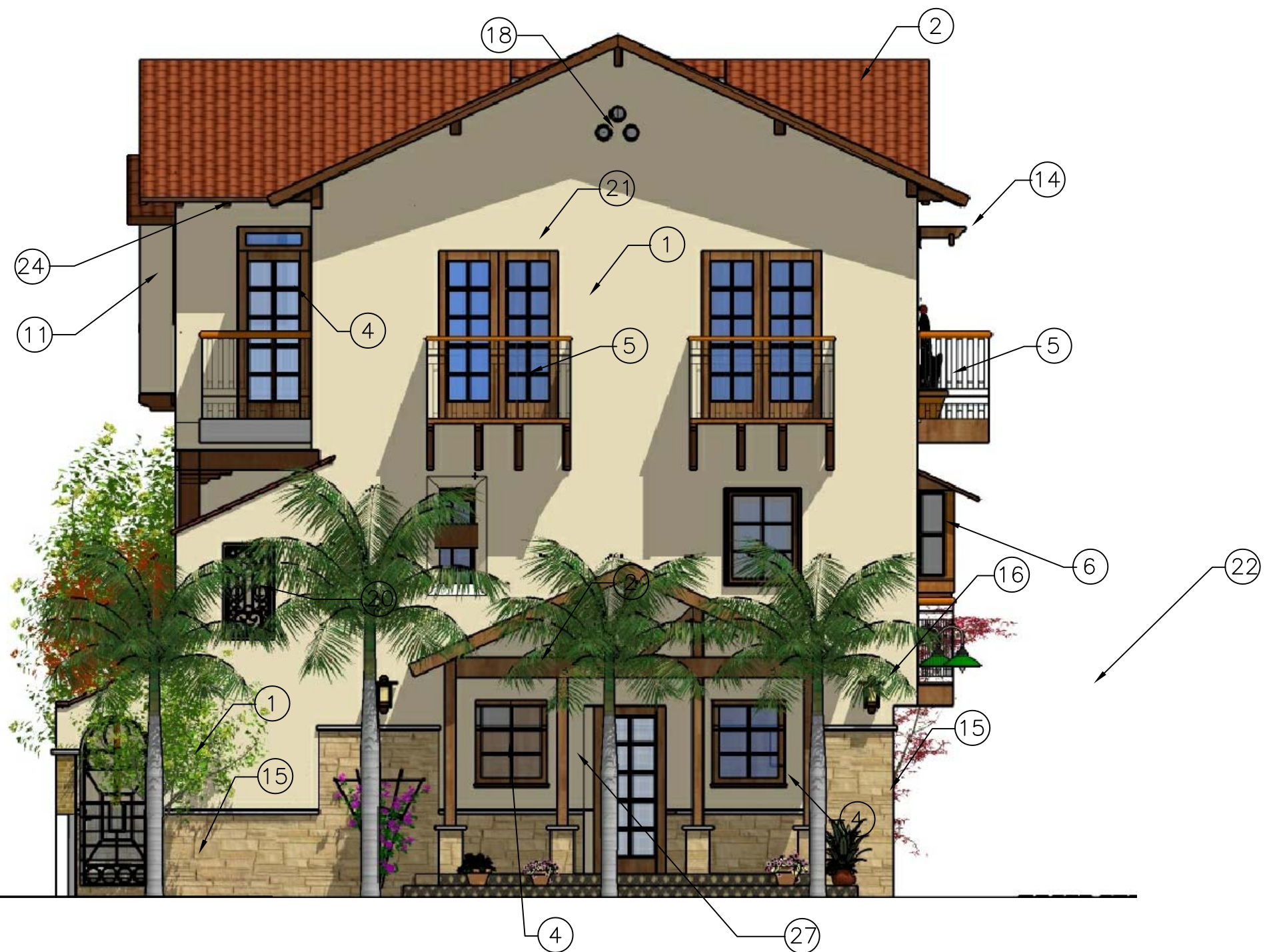
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SOUTH ELEVATION

FACING DRIVEWAY



WEST ELEVATION

FACING GLENOAKS BLVD.



EAST ELEVATION

FACING COURT



NORTH ELEVATION

FACING SIDE YARD

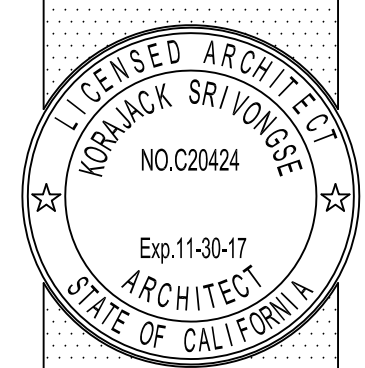
- ① SMOOTH TROWELED EXTERIOR CEMENT PLASTER.
- ② MISSION CLAY TILE ROOFING.
- ③ GALVANIZED SECTIONAL GARAGE DOOR WITH LIGHT SLOTS.
- ④ VINYL DBL PANE GLASS DOORS/ WINDOWS. (DARK BROWN)
- ⑤ WROUGHT IRON BALCONY GUARDRAIL, PAINTED ACCENT TOP RAIL.
- ⑥ GARDEN WINDOW.
- ⑦ PAINTED GALVANIZED ROOF GUTTER.

- ⑧ PAINTED GALVANIZED DOWNSPOUT.
- ⑨ GARAGE SECTIONAL OVERHEAD DOOR OBSCURE GLASS.
- ⑩ WROUGHT IRON SWING GATES.
- ⑪ BAY WINDOW.
- ⑫ YARD FENCE.
- ⑬ NOT USED
- ⑭ TRELLIS

- ⑮ CULTURE STONE FINISH AND TRIM.
- ⑯ WALL SCONCES.
- ⑰ WALL MOUNTED DOME LIGHT.
- ⑱ CLAY PIPES ATTIC VENTS.
- ⑲ NOT USED
- ⑳ ORNAMENTAL WROUGHT IRON GRILL.

- ㉑ NOT USED
- ㉒ CARPORT TRELLIS.
- ㉓ ROUGH FINISHED WOOD DOOR.
- ㉔ EXPOSED DECORATIVE RAFTER TAILS.
- ㉕ (E) CMU PROPERTY LINE WALL (PAINT)
- ㉖ (N) SLUMP BLOCK PROPERTY LINE WALL WITH PILASTER @ 10' ON CENTER.
- ㉗ ENTRY PORCH STRUCTURE.

Revisions	



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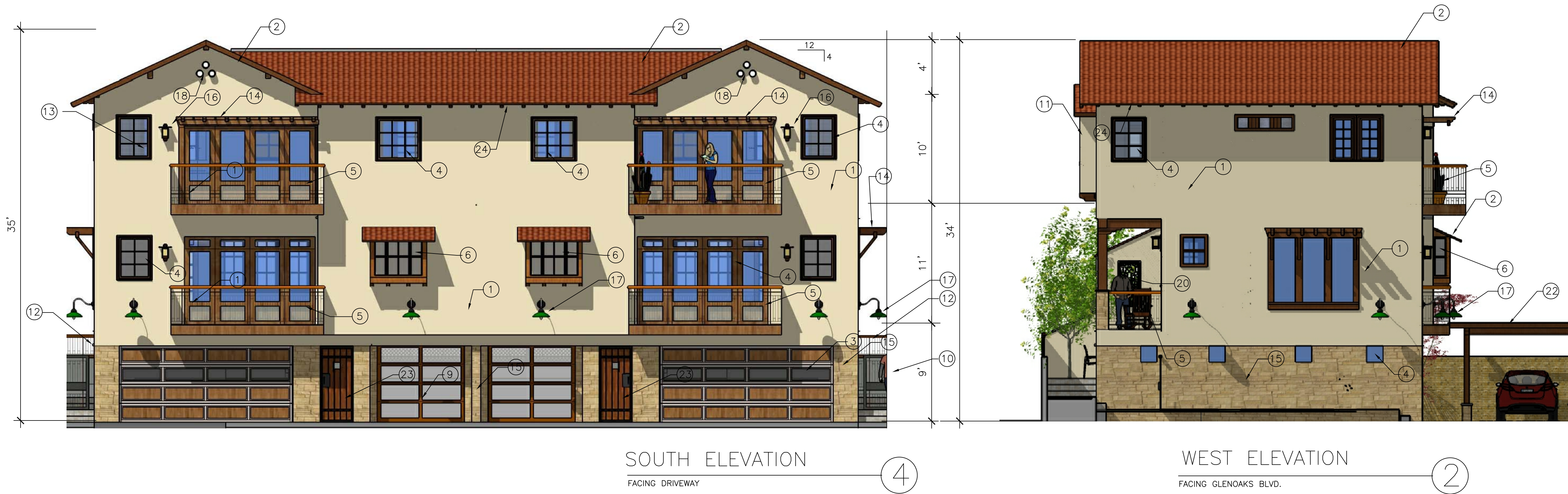
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ENCINO CALIFORNIA 91316
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ENLARGED BLDG A ELEVATIONS
NEW 6 UNIT CONDOMINIUM
AT
1001 GLENOAKS BOULEVARD
SAN FERNANDO, CA 91340

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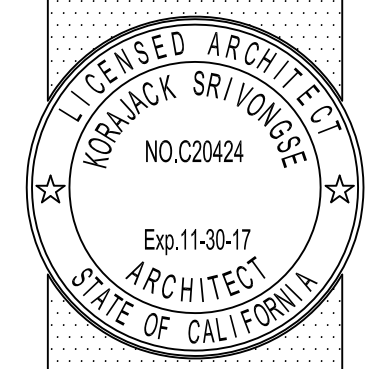
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- ② MISSION CLAY TILE ROOFING.
- ③ GALVANIZED SECTIONAL GARAGE DOOR WITH LIGHT SLOTS.
- ④ VINYL DBL PANE GLASS DOORS/ WINDOWS. (DARK BROWN)
- ⑤ WROUGHT IRON BALCONY GUARDRAIL, PAINTED ACCENT TOP RAIL.
- ⑥ GARDEN WINDOW.
- ⑦ PAINTED GALVANIZED ROOF GUTTER.

- ⑧ PAINTED GALVANIZED DOWNSPOUT.
- ⑨ GARAGE SECTIONAL OVERHEAD DOOR OBSCURE GLASS.
- ⑩ WROUGHT IRON SWING GATES.
- ⑪ PROJECTING WINDOW.
- ⑫ 24" YARD FENCE ON TOP OF (E) WALL.
- ⑬ NOT USED
- ⑭ TRELLIS

- ⑮ CULTURE STONE FINISH AND TRIM.
- ⑯ WALL SCONCES.
- ⑰ WALL MOUNTED DOME LIGHT.
- ⑱ CLAY PIPES ATTIC VENTS.
- ⑲ NOT USED
- ⑳ ORNAMENTAL WROUGHT IRON GRILL.

- ㉑ NOT USED
- ㉒ CARPORT TRELLIS.
- ㉓ ROUGH FINISHED WOOD DOOR.
- ㉔ EXPOSED DECORATIVE RAFTER TAILS.
- ㉕ (E) CMU PROPERTY LINE WALL (PAINT)
- ㉖ (N) SLUMP BLOCK PROPERTY LINE WALL WITH PILASTER @ 10' ON CENTER.
- ㉗ ENTRY PORCH STRUCTURE.

Revisions	



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ENLARGED BLDG B ELEVATIONS, BLDG C SIM.
NEW 6 UNIT CONDOMINIUM
AT
1001 GLENOAKS BOULEVARD
SAN FERNANDO, CA 91340

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LOOKING NORTH



LOOKING SOUTH

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BIRD'S EYE VIEW
NEW 6 UNIT CONDOMINIUM
AT
1001 GLENOAKS BOULEVARD
SAN FERNANDO, CA 91340

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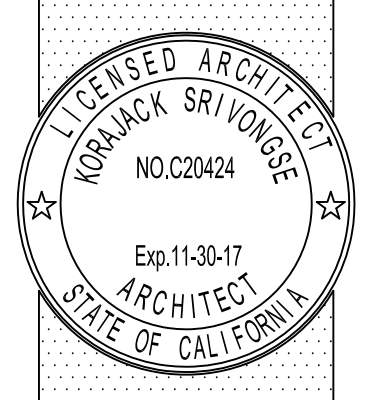


STREET VIEW SOUTH SIDE



STREET VIEW NORTH SIDE

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TEL. XXX

PERSPECTIVE VIEW
NEW 6 UNIT CONDOMINIUM
AT
1001 GLENOAKS BOULEVARD
SAN FERNANDO, CA 91340

date	SEP, 2016
drawn	TS
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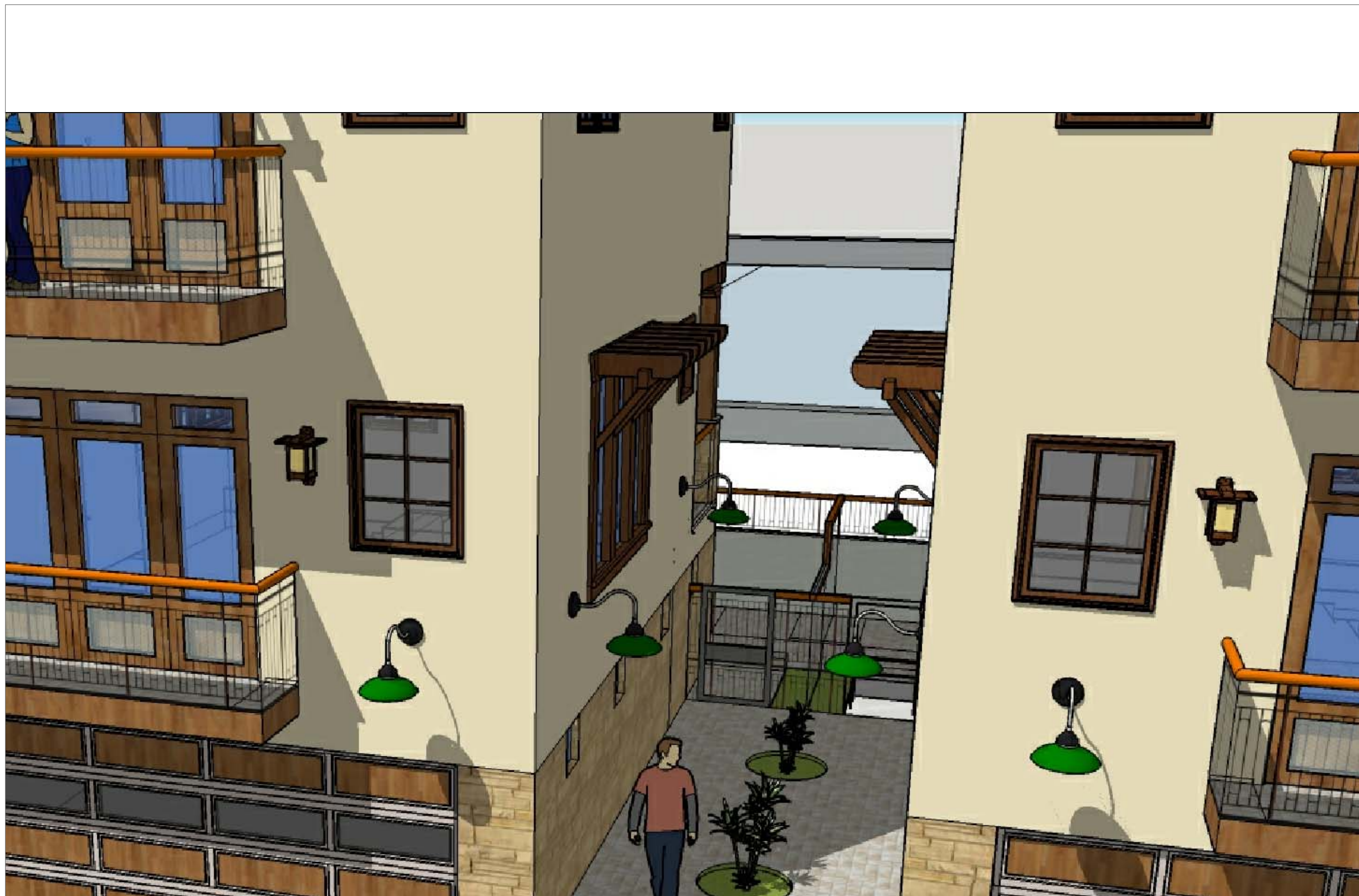
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STREET FRONT PORCH



TYPICAL UNIT ENTRY PORCH

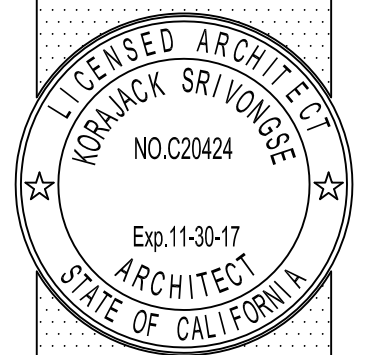


COURT BETWEEN BUILDINGS



GUEST PARKING TRELLIS
TRASH ENCLOSURE, REAR YARD LANDSCAPE

Revisions	
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PERSPECTIVE DETAIL VIEWS
NEW 6 UNIT CONDOMINIUM
AT
1001 GLENOAKS BOULEVARD
SAN FERNANDO, CA 91340

date	SEP, 2016
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CITY OF SAN FERNANDO PUBLIC WORKS DEPARTMENT DEVELOPMENT / IMPROVEMENT REVIEW CHECK LIST

PROJECT: SPR 2015-19

Townhomes

DATE: 2/27/19 (REVISED)

PROJECT ADDRESS: <u>1001 Glenoaks Blvd</u>					
ITEM		REQUIRED?		COMPLIED?	COMMENTS
		YES	NO		
1.	Site plan must show:				
	a. Existing building or structure	✓			
	b. Existing public improvements (concrete sidewalk driveways, curbs and gutters, parkway trees, street lights, hydrants, etc.) including existing and proposed dimensions, square footage, etc.	✓			
	c. Existing utilities (gas, sewer, water, storm drains, catch basins, power poles).	✓			
2.	Submit offsite improvement plan.	✓			See #28.
3.	Prior to issuance of building permit:				
	a Pay sewer capital facility charge.	✓			See attached schedule.
	b Pay water capital facility charge.	✓			Separate water meter for each of the townhome units. See attached schedule.
	c Pay water service installation charge.	✓			Separate water meter for each of the townhome units. See attached schedule.
	d Pay fire service installation deposit.	✓			See attached schedule.
	e Pay fire hydrant installation deposit.	✓			If required by City of Los Angeles Fire Department.
	f Pay plan check fee (Offsite).	✓			Based on the cost estimate from #28 and the attached schedule.
	g Pay inspection fee (Offsite).	✓			Based on the cost estimate from #28 and the attached schedule.
	h Provide labor and material bond.		✓		
	i Provide performance bond.		✓		
4.	Is there existing sewer house connection to property?	✓			
5.	Is there existing water service to the property?	✓			
6.	Provide separate water service for each building or separate ownership.	✓			
7.	Provide separate sewer connection for each building.	✓			Developer may construct new sewer main from street to site and connect each of the townhomes sewer laterals to it.
8.	Underground all utilities to each unit/building.	✓			Underground all lighting and utilities.
9.	Cap off existing sewer connection that will no longer be used.	✓			
10.	Abandon all existing water service and install new copper ones per plan.	✓			
11.	Upgrade existing substandard hydrant to 6-inch wet barrel hydrant (4" X 2.5" outlet).		✓		
12.	Install new hydrant per City standard.	✓			If required by City of Los Angeles Fire Department.
13.	Satisfy City of Los Angeles Fire Dept. fire flow requirements.	✓			Obtain clearance from City of Los Angeles Fire Department.

PROJECT ADDRESS: 1001 Glenoaks Blvd

	ITEM	REQUIRED?		COMPLIED?	COMMENTS
		YES	NO		
14.	Provide City approved backflow device for the domestic water service and/or landscape irrigation, provide proof that said equipment has been tested by a certified tester.	✓			<i>Provide one backflow device for every water service. Provide additional backflow device for irrigation/landscaping</i>
15.	Remove existing driveway approach that will no longer be used. Replace depressed curb.	✓			<i>Remove existing driveways on Glenoaks Blvd that will no longer lead anywhere and replace with sidewalk and parkway. Paint any red curb in front of property grey.</i>
16.	Construct PCC driveway approach 6-inch thick per City Standard.	✓			<i>Remove existing driveway approach and construct new driveway approach to accommodate two-way ingress and egress of vehicles and comply with ADA per City Standards.</i>
17.	Construct wheel chair ramp per City Standard.		✓		
18.	Remove and replace broken/damaged concrete sidewalk adjacent to property.	✓			<i>Construct new sidewalk and adjust any utility boxes to grade, coordinate with utility companies as needed. Transition sidewalk from neighboring lots unto new sidewalk in front of this location.</i>
19.	Remove and replace broken curb/gutter adjacent to property.	✓			
20.	Plant parkway trees per City Standard and City Master Tree Plan.	✓			<i>Plant <u>2</u> trees on Glenoaks Blvd. Species of trees shall be determined by Public Works department and planted per City Standards.</i>
21.	Construct tree wells per City Standard with tree grates.	✓			<i>In lieu of tree grates, developer may construct landscaped parkway in sidewalk on Glenoaks Blvd. Any landscaped parkway shall be constructed to edge of sidewalk next to curb.</i>
22.	A permit from the Public Works Dept. (Engineering Division) is required for all offsite improvements.	✓			
23.	All on-site pavement shall be minimum of 3-inch AC on 4 inch CAB or 6-inch PCC pavement without soil recommendation.	✓			
24.	Construct trash enclosure, nominal size 5 feet X 9 feet with PCC slab and 6-inch PCC curb with 6-inch PCC apron.	✓			
25.	Verify that clarifier/grease trap intercepts effluent before entry into the sewer lateral.		✓		
26.	Federal NPDES Requirements				
	a. Provide a SWPPP that incorporates construction BMP's in compliance with Federal NPDES.	✓			<i>See attached BMP's suggested for use during construction.</i>
	b. Provide a SUSMP that incorporates design elements and facility BMP's in compliance with Federal NPDES.	✓			
27.	Comply with all applicable existing conditions of approval for the proposed development.	✓			

PROJECT ADDRESS: 1001 Glenoaks Blvd

ITEM	REQUIRED?		COMPLIED?	COMMENTS
	YES	NO		
28.	<p>Additional requirements:</p> <ul style="list-style-type: none">PLEASE BE ADVISED, <u>GLENOAKS BOULEVARD</u> WILL BE PAVED IN 2019 AND HAS A <u>5 YEAR EXCAVATION MORATORIUM FROM THE DATE THE NOTICE OF COMPLETION FOR THE PROJECT IS FILED AND RECORDED</u>. IF ANY UTILITY CONNECTIONS FOR THIS DEVELOPMENT REQUIRE THE NEWLY PAVED STREET TO BE EXCAVATED WITHIN THE EXCAVATION MORATORIUM, THE DEVELOPER WILL BE RESPONSIBLE FOR PAVING THE STREET A MINIMUM 100 FOOT WIDE FROM THE EDGE OF GUTTER TO OTHER END EDGE OF GUTTER ACROSS THE STREET. THIS WORK MAY ALSO REQUIRE THE RESTRIPIING OF ANY MARKINGS AND REPLACEMENT OF MARKERS THAT WERE AFFECTED AS A RESULT OF THIS WORK. The other option would be for the developer to wait for the expiration of the excavation moratorium to do the work in which time the developer will only be required to pave the utility trench.Construct and pave alley located in rear of property approximately 115ft x 30ft. Submit Alley Improvement Plan.If vehicular access gate is retained at rear of property, developer must pave rear alley adjacent to the development.Submit Utility Plan showing all existing public utilities and ground wells and any proposed relocations/realignments. Also show any proposed relocation of sewer laterals, water service, water meter, and fire hydrant and how they line up with development.Submit Off-site Improvement Plan with quantities and cost estimate, include all utilities and improvements in the public right-of-way (sidewalk, driveway, curb and gutter, wheel chair ramps, parkway trees, street improvements, striping, etc). Cost Estimate to be prepared by a California Registered Civil Engineer based on mutually agreed unit prices.Submit ALTA survey and incorporate as part of the project drawings. Perform full property survey. Include any vacation and dedication description.Submit Grading and Drainage Plan for on-site as well as elevations along the adjacent lots. Show how development will drain to Glenoaks Blvd, rear alley, and neighboring properties and how the differential flow will be mitigated.Submit Soils Report for on-site.Submit Hydrology Study and show how area will drain down to Glenoaks Blvd, rear alley, and neighboring properites. Provide on site drainage.Submit Water and Sewer Study to ensure current systems met proposed developments future demands. Proposed solution to any water and sewer capacity issues must be reviewed by the Public Works Director or his or her designee and must also be consistent with any applicable mitigation measure as noted in the project's mitigation monitoring plan.Need Industrial Waste Clearance. Comply with applicable federal NPDES requirements.Satisfy NPDES.			



PUBLIC WORKS DEPARTMENT

 2/27/19
 DATE

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy T. Hou, Director of Community Development

Date: April 2, 2019

Subject: Consideration to Approve General Plan Housing Element Annual Progress Report for Calendar Year 2018

RECOMMENDATION:

It is recommended that the City Council:

- a. Consider and approve the General Plan Housing Element Annual Progress Report (APR) (Attachment "A") for the Calendar Year 2018; and
- b. Authorize staff to submit the 2018 Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

BACKGROUND:

1. The purpose of this item is for the City Council to consider the status of the General Plan Housing Element Annual Progress Report for Calendar Year 2018 (Attachment "A"), and the progress of its implementation, which gets reported to the California Department of Housing Community Development (HCD) and the Governor's Office of Planning and Research (OPR). Government Code Section 65400 establishes the requirement that each city and county prepare an annual report on the status of its Housing Element, and the actions taken towards completion of the programs and status of the local government's compliance with the deadlines in its housing element.
2. The current Housing Element 2014-2021 (5th Cycle), was adopted by the City on January 21, 2014 and certified by HCD as being in full compliance with State housing element law on March 18, 2014. The Housing Element establishes the City's strategy for meeting community housing needs for the period 2014-2021 and is one of seven integral and interrelated elements of the General Plan.
3. On January 1, 2018 as a result of California Senate Bill 35 (SB 35), streamlining provisions went into effect for cities that were not meeting their goals for construction of certain

Consideration to Approve General Plan Housing Element Annual Progress Report for Calendar Year 2018Page 2 of 4

regional housing needs. SB 35 amended Government Code Section 65913.4 to require local jurisdictions to streamline the approval of certain housing projects by providing a ministerial approval process and removing the requirements for California Environmental Quality Act (CEQA) analysis.

4. On July 16, 2018, the City Council approved the General Plan Housing Element APR for Calendar Year 2017. In 2017, the City demonstrated continued sufficient progress towards meeting its very low and low income housing unit allocation. However, the City had fallen behind the pace to meet its moderate and above moderate income housing unit allocation projection for the 2014-2021 period. As a result, the City was subject to SB 35 streamlining provisions for proposed developments with at least 10 percent affordability (10 percent of the units must be affordable to households earning 80 percent or less of area median income).

ANALYSIS:

The 2018 Annual Report reflects the City's progress during the 5th year of the Regional Housing Need Allocation (RHNA) projection period (January 1, 2014 - October 1, 2021) for the 5th Cycle Housing Element. The RHNA allocates the amount of housing growth each jurisdiction must plan for in their housing element by providing "adequate sites" through zoning. Pursuant to Government Code Section 65863, jurisdictions are required to maintain an adequate sites inventory throughout the planning period. For example, to the extent that high density sites identified as accommodating the lower income RHNA are developed with fewer units, the jurisdiction will need to make up any shortfall on other sites, including rezoning as necessary.

Historically, so long as a jurisdiction provided sufficient sites and did not impose undue constraints to development, a city was not penalized for falling short of its RHNA target. However, the state's adoption of SB 35 in 2018 imposed streamlining provisions for proposed developments upon jurisdictions that had insufficient progress towards its share of the regional housing need by income category, combining the very low and low income levels as one category, and combining the moderate and above moderate income levels as another category.

In a jurisdiction subject to SB 35 streamlining, approval of a qualifying housing development on a qualifying site becomes a ministerial act without CEQA review or public hearings. SB 35 stipulates two tiers of inclusionary requirements. The first would require that 10 percent of the units must be affordable to households earning 80 percent or less of area median income. The second would require that 50 percent of the units must be affordable to households earning 80 percent or less of area median income.

During 2018, the City demonstrated significant progress towards meeting its low income and moderate income RHNA allocations, and a substantial increase in activity overall in comparison

Consideration to Approve General Plan Housing Element Annual Progress Report for Calendar Year 2018

Page 3 of 4

to 2017. However, production in the City still remains behind the pace to meet its allocation for the moderate and above moderate income category for the 2014-2021 period.

As a result, the City will continue to be subject to SB 35 streamlining provisions for proposed developments with at least 10 percent affordability, meaning 10 percent of the units must be affordable to households earning 80 percent or less of Area Median Income (AMI). The City will continue to be subject to this streamlining until the beginning of the next housing element period. No projects have been submitted thus far utilizing the SB 35 streamlining provision.

As presented in Table 1 below, the City was allocated a total RHNA of 217 units for the planning period. During calendar years 2014-2018, a total of 203 residential building permits were issued. However, under SB 35 cities must meet the proportionate share of the RHNA for each of the four income levels. Hence, the City has a remaining RHNA target for three of the four income levels.

Table 1: Regional Housing Needs Allocation (RHNA) Progress: 2014-2018

Income Level	2014-2021 RHNA Allocation	Building Permits Issued Per Year					Remaining RHNA Target
		2014	2015	2016	2017	2018	
Very Low (0 to 30% of AMI)	55	28	0	0	0	0	27
Low (30 to 50% of AMI)	32	4	5	5	24	67	0
Moderate (50 to 80% of AMI)	35	0	0	0	3	27	5
Above Moderate (> 80% of AMI)	95	27	0	9	2	2	55
Total	217	59	5	14	29	96	87

The City has made progress in addressing its lower income housing needs both through the provision of deed restricted affordable units, and more recently through the development of accessory dwelling units (ADU's), which have proven popular in many California jurisdictions. Of the 96 building permits issued last year in San Fernando, 94 were for ADU's.

The City will need to continue to provide sites for a mix of single-family, multi-family and mixed use housing, supported by a variety of programs to enhance affordability, to accommodate remaining RHNA targets. The City continues to actively implement the policies of the General Plan including the goals, policies and programs of the Housing Element. Furthermore, both the adoption of the San Fernando Corridors Specific Plan (SP-5) in December 2017, and the expiration last year of the citywide moratorium on multiple-family dwelling projects, which was in place since 2016, can foster progress in the provision of housing.

Consideration to Approve General Plan Housing Element Annual Progress Report for Calendar Year 2018Page 4 of 4

BUDGET IMPACT:

The City hired a consultant, Karen Warner Associates, to prepare the Housing Element APR at a cost not to exceed \$3,375, which was included in the Fiscal Year 2018-2019 Adopted Budget. No additional fiscal impacts are associated with the submittal of the General Plan Housing Element APR for Calendar Year 2018 to HCD and OPR.

CONCLUSION:

It is recommended that the City Council approve the Housing Element Annual Progress Report for Calendar Year 2018 and authorize staff to forward the Housing Element Annual Progress Report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

ATTACHMENT:

A. Housing Element Annual Progress Report for Calendar Year 2018

Please Start Here

General Information	
Jurisdiction Name	San Fernando
Reporting Calendar Year	2018
Contact Information	
First Name	Timothy
Last Name	Hou, AICP
Title	Director of Community Development
Email	thou@sfcity.org
Phone	(818) 898-7316
Mailing Address	
Street Address	<u>117 Macneil Street</u>
City	San Fernando
Zipcode	91340

Submittal Instructions

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System (Preferred)** - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email** - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

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ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	San Fernando
Reporting Year	2018 (Jan. 1 - Dec. 31)

Note: + Optional field

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Table A																				
Housing Development Applications Submitted																				
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5								6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*	
Summary Row: Start Data Entry Below											61		26	2	89	89				
	2515-014-003	918 Glenoaks Blvd			SFD	O	8/15/2018								1	1		No		
	2515-015-012	924 Lucas Street			SFD	O	5/21/2018								1	1		No		
	2519-012-015	528 N. Brand			ADU	R	1/10/2018				1					1	1	No		
	2522-021-009	719 Hollister Street			ADU		1/17/2018						1			1	1	No		
	2517-004-021	1967 Phillipi St			ADU		1/3/2018				1					1	1	No		
	2517-008-033	1911 Seventh St			ADU		2/14/2018				1					1	1	No		
	2515-028-027	1029 N Brand Blvd			ADU		1/17/2018				1					1	1	No		
	2516-010-011	1052 Orange Grove			ADU		2/17/2018				1					1	1	No		
	2612-010-018	1517 Coronel St			ADU		2/9/2018						1			1	1	No		
	2516-011-015	1719 Seventh St			ADU		1/26/2018						1			1	1	No		
	2612-028-001	1401 Woodworth St			ADU		1/3/2018						1			1	1	No		
	2517-008-019	1973 Seventh St			ADU		1/9/2018				1					1	1	No		
	2516-019-001	1222 Eighth St			ADU		1/30/2018						1			1	1	No		
	2516-003-008	830 Fer Moore St			ADU		2/1/2018				1					1	1	No		
	2517-022-023	465 N. Meyers St			ADU		1/17/2018				1					1	1	No		
	2516-001-022	853 N Huntington St			ADU		4/2/2018				1					1	1	No		
	2513-010-003	1315 O'Melveny St			ADU		4/2/2018						1			1	1	No		
	2521-023-014	1245 Hewitt St			ADU		4/6/2018				1					1	1	No		
	2515-025-006	1127 Newton St			ADU		3/5/2018				1					1	1	No		
	2516-017-029	1520 Eighth St			ADU		4/12/2018						1			1	1	No		
	2518-003-004	443 N. Workman St			ADU		2/28/2018				1					1	1	No		
	2516-032-013	1211 Glenoaks Blvd			ADU		2/20/2018						1			1	1	No		
	2613-007-032	1239 Woodworth St			ADU		4/2/2018						1			1	1	No		
	2518-016-006	535 N Huntington St			ADU		3/19/2018				1					1	1	No		
	2516-008-015	1723 Warren St			ADU		4/11/2018				1					1	1	No		
	2518-026-001	733 Alexander St			ADU		4/3/2018						1			1	1	No		
	2517-010-004	1916 Seventh St			ADU		4/19/2018				1					1	1	No		
	2518-002-001	459 Fer Moore St			ADU		3/15/2018				1					1	1	No		
	2517-013-038	2038 Lucas St			ADU		4/25/2018						1			1	1	No		
	2521-023-016	1233 Hewitt St			ADU		4/2/2018				1					1	1	No		
	2512-010-016	1525 Coronel St			ADU		4/2/2018				1					1	1	No		
	2515-020-023	845 Newton St			ADU		4/5/2018				1					1	1	No		
	2517-006-023	1965 Chivers St			ADU		5/8/2018				1					1	1	No		
	2513-020-068	1229 Eighth St			ADU		5/1/2018				1					1	1	No		
	2513-001-040	613 Woodworth St			ADU		5/29/2018				1					1	1	No		
	2517-010-016	1967 Warren St			ADU		2/15/2018				1					1	1	No		
	2520-005-013	1929 Second St			ADU		3/26/2018				1					1	1	No		
	2518-029-017	715 Hagar St			ADU		6/13/2018						1			1	1	No		
	2518-018-005	744 Orange Grove			ADU		6/18/2018				1					1	1	No		
	2517-018-005	640 N Meyer St			ADU		6/21/2018						1			1	1	No		
	2519-015-011	441 Newton St			ADU		7/27/2018				1					1	1	No		
	2519-012-044	539 Newton St			ADU		7/27/2018				1					1	1	No		
	2518-005-001	1405 Fourth St			ADU		4/26/2018				1					1	1	No		
	2516-027-019	1220 Seventh St			ADU		6/18/2018				1					1	1	No		
	2516-032-019	822 Alexander St			ADU		1/3/2018				1					1	1	No		
	2516-025-005	1211 Seventh St			ADU		6/11/2018				1					1	1	No		
	2516-026-013	1426 Seventh St			ADU		7/5/2018				1					1	1	No		
	2519-008-014	448 Macneil St			ADU		6/26/2018				1					1	1	No		
	2522-021-009	448 Seventh St			ADU		1/17/2018						1			1	1	No		
	2516-023-005	1413 Seventh St			ADU		6/20/2018				1					1	1	No		
	2516-022-005	1119 Mountain View			ADU		6/27/2018						1			1	1	No		
	2515-002-004	922 De Garmo St			ADU		6/27/2018				1					1	1	No		
	2517-002-021	1965 Know St			ADU		11/1/2018						1			1	1	No		
	2515-011-020	725 DeHaven St			ADU		5/30/2018						1			1	1	No		
	2513-006-044	1032 Woodworth			ADU		7/2/2018				1					1	1	No		
	2516-019-015	1123 Knox St			ADU		7/23/2018				1					1	1	No		
	2515-012-009	812 Dehaven St			ADU		6/11/2018				1					1	1	No		
	2517-017-022	721 N Meyer St			ADU		7/17/2018						1			1	1	No		
	2518-010-003	1214 Fifth St			ADU		8/27/2018						1			1	1	No		

Table A																				
Housing Development Applications Submitted																				
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5								6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*	
	2518-006-022	441 Alexander St			ADU		9/12/2018				1				1	1		No		
	2522-025-012	664 Chatsworth Dr			ADU		9/10/2018				1				1	1		No		
	2520-012-010	302 N Huntington St			ADU		8/23/2018						1		1	1		No		
	2522-031-006	622 Pico St			ADU		8/20/2018				1				1	1		No		
	2521-007-005	1421 Hewitt St			ADU		7/5/2018						1		1	1		No		
	2518-025-016	733 Harps St			ADU		10/31/2018				1				1	1		No		
	2513-004-071	1983 Eighth St			ADU		9/26/2018				1				1	1		No		
	2518-018-009	749 N. Huntington St			ADU		10/4/2018						1		1	1		No		
	2516-017-015	1129 Harding Ave			ADU		8/29/2018				1				1	1		No		
	2516-024-010	1122 Mountain View			ADU		9/24/2018				1				1	1		No		
	2519-012-019	548 N Brand Blvd			ADU		11/2/2018						1		1	1		No		
	2522-007-030	1046 Hollister St			ADU		6/14/2018				1				1	1		No		
	2515-017-019	931 Macneil St			ADU		11/5/2018				1				1	1		No		
	2513-004-023	758 S. Brand Blvd			ADU		11/7/2018				1				1	1		No		
	2516-016-039	1808 Eighth St			ADU		11/14/2018				1				1	1		No		
	2516-029-012	1204 Warren St			ADU		9/26/2018						1		1	1		No		
	2518-012-022	534 Harding Ave			ADU		10/29/2018				1				1	1		No		
	2612-016-016	665 S. Huntington			ADU		9/17/2018				1				1	1		No		
	2516-023-014	1308 Mountain View			ADU		12/27/2018				1				1	1		No		
	2516-003-028	877 N Workman			ADU		12/27/2018				1				1	1		No		
	2516-022-027	1116 Knox St			ADU		12/27/2018						1		1	1		No		
	2521-021-024	1219 Coronel St			ADU		11/28/2018				1				1	1		No		
	2518-004-004	445 Harding Ave			ADU		11/27/2018				1				1	1		No		
	2516-014-010	1020 N Workman St			ADU		12/10/2018				1				1	1		No		
	2519-010-018	1014 Morningside Ct			ADU		11/6/2018				1				1	1		No		
	2515-016-002	1008 Lucas St			ADU		10/22/2018				1				1	1		No		
	2520-014-003	1514 Fourth St			ADU		12/3/2018						1		1	1		No		
	2522-029-009	644 Hollister St			ADU		12/10/2018				1				1	1		No		
	2512-011-009	1546 Coronel St			ADU		12/4/2018				1				1	1		No		
	2517-012-011	1946 Warren St			ADU		11/6/2018				1				1	1		No		

ANNUAL ELEMENT PROGRESS REPORT																						
Housing Element Implementation																						
										25 \$6202)												
Jurisdiction				San Fernando										Note: + Optional field								
Reporting Year				2018 (Jan. 1 - Dec. 31)										Cells in grey contain auto-calculation formulas								
										Table A2												
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																						
Project Identifier						Unit Types		Affordability by Household Incomes - Completed Entitlement										Affordability by Household Income				
1						2		3		4						5		6		7		
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted			
Summary Row: Start Data Entry Below										61		26		2		89				67		
	2515-014-003	918 Glenoaks Blvd			SFD	O								1	8/15/2018	1						
	2515-015-012	924 Lucas Street			SFD	O								1	5/21/2018	1						
	2519-012-015	528 N. Brand			ADU	R					1				1/10/2018	1				1		
	2522-021-009	719 Hollister Street			ADU	R						1			1/17/2018	1						
	2517-002-030	1923 Knox St			ADU	R														1		
	2517-004-021	1967 Phillipi St			ADU	R				1					1/3/2018	1				1		
	2517-008-033	1911 Seventh St			ADU	R				1					2/14/2018	1				1		
	2516-003-011	816 Fer Moore St			ADU	R														1		
	2518-016-008	547 N Huntington St			ADU	R														1		
	2515-028-027	1029 N Brand Blvd			ADU	R						1			1/17/2018	1						
	2516-010-011	1052 Orange Grove			ADU	R				1					2/17/2018	1				1		
	2612-014-018	558 Jackman St			ADU	R														1		
	2612-010-018	1517 Coronel St			ADU	R						1			2/9/2018	1						
	2516-011-015	1719 Seventh St			ADU	R						1			1/26/2018	1						
	2612-028-001	1401 Woodworth St			ADU	R						1			1/3/2018	1						
	2517-008-019	1973 Seventh St			ADU	R				1					1/9/2018	1				1		
	2516-019-001	1222 Eighth St			ADU	R						1			1/30/2018	1						
	2522-023-004	718 Hewitt St			ADU	R														1		
	2516-003-008	830 Fer Moore St			ADU	R				1					2/1/2018	1				1		
	2518-002-022	444 N. Huntington St			ADU	R																
	2517-022-023	465 N. Meyers St			ADU	R				1					1/17/2018	1				1		
	2516-001-022	853 N Huntington St			ADU	R				1					4/2/2018	1				1		
	2513-010-003	1315 O'Melveny St			ADU	R						1			4/2/2018	1						
	2521-023-014	1245 Hewitt St			ADU	R				1					4/6/2018	1				1		
	2515-025-006	1127 Newton St			ADU	R				1					3/5/2018	1				1		
	2516-017-029	1520 Eighth St			ADU	R						1			4/12/2018	1						
	2518-003-004	443 N. Workman St			ADU	R				1					2/28/2018	1				1		
	2516-032-013	1211 Glenoaks Blvd			ADU	R						1			2/20/2018	1						
	2613-007-032	1239 Woodworth St			ADU	R						1			4/2/2018	1						
	2518-016-006	535 N Huntington St			ADU	R				1					3/19/2018	1				1		
	2516-008-015	1723 Warren St			ADU	R				1					4/11/2018	1				1		
	2518-026-001	733 Alexander St			ADU	R						1			4/3/2018	1						
	2517-010-004	1916 Seventh St			ADU	R				1					4/19/2018	1				1		
	2520-003-001	231 N Meyer St			ADU	R														1		
	2518-002-001	459 Fer Moore St			ADU	R				1					3/15/2018	1				1		
	2521-009-003	1413 Griffith St			ADU	R														1		
	2517-013-038	2038 Lucas St			ADU	R						1			4/25/2018	1						
	2521-023-016	1233 Hewitt St			ADU	R				1					4/2/2018	1				1		
	2512-010-016	1525 Coronel St			ADU	R				1					4/2/2018	1				1		
	2515-020-023	845 Newton St			ADU	R				1					4/5/2018	1				1		
	2517-006-023	1965 Chivers St			ADU	R				1					5/8/2018	1						
	2513-020-068	1229 Eighth St			ADU	R				1					5/1/2018	1				1		
	2513-001-040	613 Woodworth St			ADU	R				1					5/29/2018	1				1		
	2517-010-016	1967 Warren St			ADU	R				1					2/15/2018	1				1		
	2520-005-013	1929 Second St			ADU	R				1					3/26/2018	1				1		
	2518-029-017	715 Hagar St			ADU	R						1			6/13/2018	1						
	2518-018-005	744 Orange Grove			ADU	R				1					6/18/2018	1				1		
	2517-018-005	640 N Meyer St			ADU	R				1					6/21/2018	1				1		
	2519-015-011	441 Newton St			ADU	R				1					7/27/2018	1				1		

Table A2																				
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																				
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Income				
1					2	3	4								5	6	7			
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	
	2519-012-044	539 Newton St			ADU	R					1			7/27/2018	1				1	
	2518-005-001	1405 Fourth St			ADU	R					1			4/26/2018	1				1	
	2516-027-019	1220 Seventh St			ADU	R					1			6/18/2018	1				1	
	2516-032-019	822 Alexander St			ADU	R					1			1/3/2018	1				1	
	2516-025-005	1211 Seventh St			ADU	R					1			6/11/2018	1				1	
	2516-026-013	1426 Seventh St			ADU	R					1			7/5/2018	1				1	
	2519-008-014	448 Macneil St			ADU	R					1			6/26/2018	1				1	
	2522-021-009	448 Seventh St			ADU	R						1		1/17/2018	1					
	2516-023-005	1413 Seventh St			ADU	R					1			6/20/2018	1				1	
	2516-022-005	1119 Mountain View			ADU	R							1	6/27/2018	1					
	2515-002-004	922 De Garmo St			ADU	R					1			6/27/2018	1				1	
	2517-002-021	1965 Know St			ADU	R							1	11/1/2018	1					
	2515-011-020	725 DeHaven St			ADU	R							1	5/30/2018	1					
	2513-006-044	1032 Woodworth			ADU	R					1			7/2/2018	1				1	
	2516-019-015	1123 Knox St			ADU	R					1			7/23/2018	1				1	
	2515-012-009	812 Dehaven St			ADU	R					1			6/11/2018	1				1	
	2517-017-022	721 N Meyer St			ADU	R							1	7/17/2018	1					
	2518-010-003	1214 Fifth St			ADU	R							1	8/27/2018	1					
	2518-006-022	441 Alexander St			ADU	R					1			9/12/2018	1				1	
	2522-025-012	664 Chatsworth Dr			ADU	R					1			9/10/2018	1				1	
	2520-012-010	302 N Huntington St			ADU	R							1	8/23/2018	1					
	2522-031-006	622 Pico St			ADU	R					1			8/20/2018	1				1	
	2521-007-005	1421 Hewitt St			ADU	R							1	7/5/2018	1					
	2518-025-016	733 Harps St			ADU	R					1			10/31/2018	1				1	
	2513-004-071	1983 Eighth St			ADU	R					1			9/26/2018	1				1	
	2518-018-009	749 N. Huntington St			ADU	R							1	10/4/2018	1					
	2516-017-015	1129 Harding Ave			ADU	R					1			8/29/2018	1				1	
	2516-024-010	1122 Mountain View			ADU	R					1			9/24/2018	1				1	
	2519-012-019	548 N Brand Blvd			ADU	R							1	11/2/2018	1					
	2522-007-030	1046 Hollister St			ADU	R					1			6/14/2018	1				1	
	2515-017-019	931 Macneil St			ADU	R					1			11/5/2018	1				1	
	2513-004-023	758 S. Brand Blvd			ADU	R					1			11/7/2018	1				1	
	2516-016-039	1808 Eighth St			ADU	R					1			11/14/2018	1				1	
	2516-029-012	1204 Warren St			ADU	R							1	9/26/2018	1					
	2518-012-022	534 Harding Ave			ADU	R					1			10/29/2018	1				1	
	2612-016-016	665 S. Huntington			ADU	R					1			9/17/2018	1				1	
	2516-023-014	1308 Mountain View			ADU	R					1			12/27/2018	1					
	2517-013-043	2025 Donnaglen Ave			ADU	R														
	2516-003-028	877 N Workman			ADU	R					1			12/27/2018	1				1	
	2516-022-027	1116 Knox St			ADU	R							1	12/27/2018	1					
	2521-021-024	1219 Coronel St			ADU	R					1			11/28/2018	1				1	
	2518-004-004	445 Harding Ave			ADU	R					1			11/27/2018	1				1	
	2516-014-010	1020 N Workman St			ADU	R					1			12/10/2018	1				1	
	2519-010-018	1014 Morningside Ct			ADU	R					1			11/6/2018	1				1	
	2515-016-002	1008 Lucas St			ADU	R					1			10/22/2018	1				1	
	2520-014-003	1514 Fourth St			ADU	R							1	12/3/2018	1					
	2522-029-009	644 Hollister St			ADU	R					1			12/10/2018	1				1	
	2512-011-009	1546 Coronel St			ADU	R					1			12/4/2018	1				1	
	2517-012-011	1946 Warren St			ADU	R					1			11/6/2018	1				1	

San Fernando											
2018	(Jan. 1 - Dec. 31)										
Project Identifier			Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
1			15	16		17	18	19			20
Current APN	Street Address	Project Name*	Infill Units? Y/N*	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
Data Entry Below											
2515-014-003	918 Glenoaks Blvd		Y								
2515-015-012	924 Lucas Street		Y								
2519-012-015	528 N. Brand		Y			See attached rent survey					
2522-021-009	719 Hollister Street		Y			See attached rent survey					
2517-002-030	1923 Knox St		Y			See attached rent survey					
2517-004-021	1967 Phillipi St		Y			See attached rent survey					
2517-008-033	1911 Seventh St		Y			See attached rent survey					
2516-003-011	816 Fermoore St		Y			See attached rent survey					
2518-016-008	547 N Huntington St		Y			See attached rent survey					
2515-028-027	1029 N Brand Blvd		Y			See attached rent survey					
2516-010-011	1052 Orange Grove		Y			See attached rent survey					
2612-014-018	558 Jackman St		Y			See attached rent survey					
2612-010-018	1517 Coronel St		Y			See attached rent survey					
2516-011-015	1719 Seventh St		Y			See attached rent survey					
2612-028-001	1401 Woodworth St		Y			See attached rent survey					
2517-008-019	1973 Seventh St		Y			See attached rent survey					
2516-019-001	1222 Eighth St		Y			See attached rent survey					
2522-023-004	718 Hewitt St		Y			See attached rent survey					
2516-003-008	830 Fermoore St		Y			See attached rent survey					
2518-002-022	444 N. Huntington St		Y			See attached rent survey					
2517-022-023	465 N. Meyers St		Y			See attached rent survey					
2516-001-022	853 N Huntington St		Y			See attached rent survey					
2513-010-003	1315 O'Melveny St		Y			See attached rent survey					
2521-023-014	1245 Hewitt St		Y			See attached rent survey					
2515-025-006	1127 Newton St		Y			See attached rent survey					
2516-017-029	1520 Eighth St		Y			See attached rent survey					
2518-003-004	443 N. Workman St		Y			See attached rent survey					
2516-032-013	1211 Glenoaks Blvd		Y			See attached rent survey					
2613-007-032	1239 Woodworth St		Y			See attached rent survey					
2518-016-006	535 N Huntington St		Y			See attached rent survey					
2516-008-015	1723 Warren St		Y			See attached rent survey					
2518-026-001	733 Alexander St		Y			See attached rent survey					
2517-010-004	1916 Seventh St		Y			See attached rent survey					
2520-003-001	231 N Meyer St		Y			See attached rent survey					
2518-002-001	459 Fermoore St		Y			See attached rent survey					
2521-009-003	1413 Griffith St		Y			See attached rent survey					
2517-013-038	2038 Lucas St		Y			See attached rent survey					
2521-023-016	1233 Hewitt St		Y			See attached rent survey					
2512-010-016	1525 Coronel St		Y			See attached rent survey					
2515-020-023	845 Newton St		Y			See attached rent survey					
2517-006-023	1965 Chivers St		Y			See attached rent survey					
2513-020-068	1229 Eighth St		Y			See attached rent survey					
2513-001-040	613 Woodworth St		Y			See attached rent survey					
2517-010-016	1967 Warren St		Y			See attached rent survey					
2520-005-013	1929 Second St		Y			See attached rent survey					
2518-029-017	715 Hagar St		Y			See attached rent survey					
2518-018-005	744 Orange Grove		Y			See attached rent survey					
2517-018-005	640 N Meyer St		Y			See attached rent survey					
2519-015-011	441 Newton St		Y			See attached rent survey					

Project Identifier			Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
1			15	16		17	18	19			21
Current APN	Street Address	Project Name*	Infill Units? Y/N*	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/ Destroyed Units*	Demolished or Destroyed Units*	Demolished/ Destroyed Units Owner or Renter*	Notes*
2519-012-044	539 Newton St		Y			See attached rent survey					
2518-005-001	1405 Fourth St		Y			See attached rent survey					
2516-027-019	1220 Seventh St		Y			See attached rent survey					
2516-032-019	822 Alexander St		Y			See attached rent survey					
2516-025-005	1211 Seventh St		Y			See attached rent survey					
2516-026-013	1426 Seventh St		Y			See attached rent survey					
2519-008-014	448 Macneil St		Y			See attached rent survey					
2522-021-009	448 Seventh St		Y			See attached rent survey					
2516-023-005	1413 Seventh St		Y			See attached rent survey					
2516-022-005	1119 Mountain View		Y			See attached rent survey					
2515-002-004	922 De Garmo St		Y			See attached rent survey					
2517-002-021	1965 Know St		Y			See attached rent survey					
2515-011-020	725 DeHaven St		Y			See attached rent survey					
2513-006-044	1032 Woodworth		Y			See attached rent survey					
2516-019-015	1123 Knox St		Y			See attached rent survey					
2515-012-009	812 Dehaven St		Y			See attached rent survey					
2517-017-022	721 N Meyer St		Y			See attached rent survey					
2518-010-003	1214 Fifth St		Y			See attached rent survey					
2518-006-022	441 Alexander St		Y			See attached rent survey					
2522-025-012	664 Chatsworth Dr		Y			See attached rent survey					
2520-012-010	302 N Huntington St		Y			See attached rent survey					
2522-031-006	622 Pico St		Y			See attached rent survey					
2521-007-005	1421 Hewitt St		Y			See attached rent survey					
2518-025-016	733 Harps St		Y			See attached rent survey					
2513-004-071	1983 Eighth St		Y			See attached rent survey					
2518-018-009	749 N. Huntington St		Y			See attached rent survey					
2516-017-015	1129 Harding Ave		Y			See attached rent survey					
2516-024-010	1122 Mountain View		Y			See attached rent survey					
2519-012-019	548 N Brand Blvd		Y			See attached rent survey					
2522-007-030	1046 Hollister St		Y			See attached rent survey					
2515-017-019	931 Macneil St		Y			See attached rent survey					
2513-004-023	758 S. Brand Blvd		Y			See attached rent survey					
2516-016-039	1808 Eighthth St		Y			See attached rent survey					
2516-029-012	1204 Warren St		Y			See attached rent survey					
2518-012-022	534 Harding Ave		Y			See attached rent survey					
2612-016-016	665 S. Huntington		Y			See attached rent survey					
2516-023-014	1308 Mountain View		Y			See attached rent survey					
2517-013-043	2025 Donnaglen Ave		Y			See attached rent survey					
2516-003-028	877 N Workman		Y			See attached rent survey					
2516-022-027	1116 Knox St		Y			See attached rent survey					
2521-021-024	1219 Coronel St		Y			See attached rent survey					
2518-004-004	445 Harding Ave		Y			See attached rent survey					
2516-014-010	1020 N Workman St		Y			See attached rent survey					
2519-010-018	1014 Morningside Ct		Y			See attached rent survey					
2515-016-002	1008 Lucas St		Y			See attached rent survey					
2520-014-003	1514 Fourth St		Y			See attached rent survey					
2522-029-009	644 Hollister St		Y			See attached rent survey					
2512-011-009	1546 Coronel St		Y			See attached rent survey					
2517-012-011	1946 Warren St		Y			See attached rent survey					

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	55		28								28	27
	Non-Deed Restricted												
Low	Deed Restricted	32		4								105	
	Non-Deed Restricted			5	5	24	67						
Moderate	Deed Restricted	35					3	27				30	5
	Non-Deed Restricted												
Above Moderate		95		27		9	2	2				40	55
Total RHNA		217											
Total Units 44				59	5	14	29	96				203	87

Note: units serving extremely low-income households are included in the very low-income permitted units totals

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(CCR Title 25 §6202)

Note: + Optional field

Cells in grey contain auto-calculation formulas

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

[illegible]

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	San Fernando
Reporting Year	2018 (Jan. 1 - Dec. 31)

Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Residential Rehabilitation Loan Program	Assist 20 households during the planning period, subject to available funding.	Dec-21	No monies were available during 2018 to fund the program due to dissolution of the city redevelopment agency. However, as the Housing Funds balance begins to grow from a projected \$2 million in residential loan repayments/refinancing, the city may be able to re-initiate the Rehabilitation Loan Program in the future. As of December 31, 2018, the unaudited cash balance was \$336,000, with the first \$250,000 earmarked as a loan for an affordable housing project.
2. Neighborhood Preservation and Revitalization Program (CAPP)	Implement CAPP within designated focus areas.	Dec-21	While the City no longer implements the CAPP program in designated focus areas, code enforcement is provided on a citywide basis. The City also implements an active graffiti abatement program.
3. Housing Inspection Program	Complete inspections of approximately 200 apartament units annually. Inspect ownership units upon resale.	Dec-21	While the inspection fee in the ordinance has not been implemented, Building & Safety conducts inspections on a complaint basis, and on apartment buildings with repeat violations. In 2018, Building & Safety inspected 82 apartment units. In addition. 61 inspections on Resale Permits were issued.
4. Lead Based Paint Awareness	Remediate lead cases. Coordinate with LA County and Pacoima Beautiful on educational programs and identification of funding sources.	Dec-21	City continues to provide brochures to prospective building permit applicants in compliance with applicable lead based paint abatement procedures.
5. Facilitate Affordable and Special Needs Housing Development	Coordinate with affordable housing developers, offer regulatory concessions and incentives, and identify new funding sources to facilitate production of at least 195 new affordable and special needs housing units.	Dec-21	No additional deed restricted affordable housing was built in 2018. However, a total of 94 accessory dwelling units were issued building permits. A rent survey of guesthouses and studio apartments in San Fernando and surrounding areas evidence 70% of rentals fall within the level of affordability for 1 person, low income households (\$1,356/month). Therefore, 70% of San Fernando's ADU permits have been assigned as low income, with the remaining 30% assigned to moderate income (ADUs 640 sf and above).
6. Conservation of Existing and Future Affordable Units	Monitor the status of the existing and future affordable rental stock in San Fernando. Work with property owners, interest groups, and the State and Federal governments to conserve its affordable housing stock.	Dec-21	City continues to monitor existing deed restricted affordable units on an annual basis.
7. Monitor Residential Capacity	Monitor the consumption of residential acreage to ensure an adequate inventory is available to meet the City's RHNA obligations. Develop and implement a formal ongoing (project by project) evaluation procedure pursuant to Government Code Section 65863.	Dec-21	City continues to monitor development in areas zoned for residential land uses on an annual basis and compares development sites to Housing Element land inventory, as well as a mix of housing types based on affordability level as specified in the RHNA. In December 2017, the City Council adopted a comprehensive update to the San Fernando Corridors Specific Plan, providing for up to 759 mixed use/multi-family units. Since compared to the 408 unit capacity identified within the Specific Plan in the City's 2013-2021 Housing Element. The San Fernando Corridors Specific Plan was awarded the 2018 Sustainability Award from SCAG. Since adoption of the Plan, the City has recieved applications for two small apartment developments; one has received planning approvals and the other is in the entitlement process.
8. Removal of Governmental Constraints	Monitor changes in State and Federal laws and revised City policies, programs and regulations as necessary and appropriate.	Dec-21	City has adopted new zoning regulations ensuring compliance with State mandated housing reuigements including, but not limited to: provisions for accessory dwelling units, reasonable accommodation requests, density bonus provisions, supportive and transitional housing provisions, and accommodation of emergency shelters.
9. Housing Choice Voucher Assistance Program	Support HaCOLA's administration of the program to assist an average of 35 extremely low and very low income households annually. Encourage landlords to register units; prepare bilingual HaCOLA program contact information.	Dec-21	A total of 81 households are receiving Section 8 rental assistance through HaCOLA, including 38 standard housing vouchers; 38 project based vouchers; 3 continuum of care vouchers; and 2 VASH (veterans) vouchers. City continues to work with Affordable Housing developers to refer prospective tenants to HaCOLA to apply for and/or be placed on the Section 8 voucher waiting list. City also works with property owners recommending inclusion of their property on HaCOLA's list of registered units.
10. Fair Housing	Contract with the FHCSFV, or another fair housing provider; disseminate brochures; coordinate fair housing education with community events.	Dec-21	City provides links on its website and a list of housing resources at the public counter to property owners and renters, including a brochure for the Housing Rights Center with offices in San Fernando Valley.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	San Fernando	
Reporting Period	2018	(Jan. 1 - Dec. 31)

Note: + Optional field

Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	San Fernando	
Reporting Period	2018	(Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)									
This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

Jurisdiction	San Fernando	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Entitled Units Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	61
Moderate	Deed Restricted	0
	Non-Deed Restricted	26
Above Moderate		2
Total Units 44		89

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Submitted Applications Summary	
Total Housing Applications Submitted:	89
Number of Proposed Units in All Applications Received:	89
Total Housing Units Approved:	89
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0



Cells in grey contain auto-calculation formulas

March 2019 Rent Survey
Guesthouses and Studio Apts in and around San Fernando City

\$	975
\$	1,175
\$	1,195
\$	1,200
\$	1,225
\$	1,250
\$	1,250
\$	1,275
\$	1,349
\$	1,350
\$	1,350
\$	1,350
\$	1,400
\$	1,400
\$	1,400
\$	1,400
\$	1,495

A rent survey of guesthouses and studio apartments in San Fernando and surrounding areas evidence 70% of rentals fall within the level of affordability for 1 person, low income households (\$1,356/month). Therefore, 70% of San Fernando's ADU permits have been assigned as low income, with the remaining 30% assigned to moderate income (ADUs 640 sf and above).

\$ 1,349 **median rent**
 \$ 1,296 **average rent**

 Low income affordability
 Moderate income affordability

source: Craigslist, Apartments.com, Westsiderentals

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy T. Hou, Director of Community Development

Date: April 2, 2019

Subject: Consideration of Regulatory Options for Rent Control, Rent Stabilization and Dispute Resolution

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file the updated report; and
- b. Provide staff with direction regarding potential development of rent control, rent stabilization and dispute resolution regulations and programs.

BACKGROUND:

1. On June 20, 2016, City staff and the City Attorney presented to the City Council a report on the potential development of a rent control, rent stabilization and dispute resolution ordinance and program. Following the presentation, the City Council requested that the item be revisited for their consideration as part of a study session in order to allow the City Council sufficient time to review the report and supporting attachments (e.g., Costa-Hawkins Rental Housing Act, Ellis Act, and comparison of existing rent control/rent stabilization ordinances and/or programs currently in place throughout the State).
2. On November 21, 2016, City staff and the City Attorney presented the subsequent study session to City Council. While no action was taken, the City Council expressed interest to continue exploring a program featuring the potential components of rent stabilization, "just cause" eviction provisions, and dispute resolution.
3. In 2019, City staff has prepared an updated report to reflect the latest demographic and market data, as well as current regulations in comparison jurisdictions that have rent control or rent stabilization regulations.

Consideration of Regulatory Options for Rent Control, Rent Stabilization and Dispute ResolutionPage 2 of 13

ANALYSIS:Enabling Legislation, Purpose and Intent of Rent Control Regulations.

The California State Constitution itself confers upon all cities and counties the power to, "make and enforce within [their] limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws." (Cal. Const., art. XI, § 7.) A city's police power under this provision can be applied only within its own territory and is subject to displacement by general state law but otherwise is as broad as the police power exercisable by the Legislature itself. (*Stanislaus Co. etc. Assn. v. Stanislaus* (1937) 8 Cal. 2d 378, 383-384 [65 P.2d 1305]; *In re Maas* (1933) 219 Cal. 422, 425 [27 P.2d 373].)

The City's police power provides the authority to establish local ordinances such as zoning, building codes, health and safety, and rent control subject to findings that show said ordinances are being enacted for a specific public benefit. In the case of rent control ordinances, cities with rent control have made findings reasonably related to addressing excessive rents, identifying a shortage of decent and safe housing, right to non-discrimination of tenants, and maintaining the availability of existing housing that is resulting in tenant displacement while at the same time providing landlords with just and reasonable return on their properties.

Rent control ordinances are subject to compliance with the provisions of the Costa-Hawkins Rental Housing Act of 1995 and the Ellis Act of 1986. A brief summary of each act is noted below:

- Costa-Hawkins Rental Housing Act. The Costa-Hawkins Rental Housing Act (California Civil Code Section 1954.50-1954.535) (AB1164, Chapter 331, Statutes of 1995) ("Costa-Hawkins") was passed by the State Legislature in 1995 (Attachment "A").

Costa-Hawkins includes the following provisions: (1) housing constructed after 1995 must be exempt from local rent controls (Civil Code 1954.52(a)(1)); (2) new housing that was already exempt from a local rent control law in place before February 1, 1995, must remain exempt (Civil Code 1954.52(a)(2)); (3) single family homes and other units like condominiums that are separate from the title to any other dwelling units must be exempt from local rent controls (Civil Code Section 1954.52(a)(3)(A)); and (4) rental property owners must have the ability to establish their own rental rates when dwelling units change tenancy (Civil Code Sections 1954.50, et seq.).

- Ellis Act. The Ellis Act (California Government Code § 7060-7060.7) (SB 505 Chapter, Chapter 1509, Statutes of 1986) ("Ellis Act") was passed by the State Legislature in 1986 (Attachment "B").

The Ellis Act gives landlords the right to withdraw their property from the rental market by repurposing their property for some other use (e.g., condos, hotels, dirt lots, etc.) notwithstanding the passage of a rent control ordinance by a public entity (local

Consideration of Regulatory Options for Rent Control, Rent Stabilization and Dispute ResolutionPage 3 of 13

government) (Government Code Section 7060 et. seq.). For example, a landlord could evict his or her tenants from a rent-controlled apartment building if he or she chooses to repurpose the property to build condominiums. Such conversions under the Ellis Act have become increasingly common in cities traditionally associated with rent control, such as San Francisco, Santa Monica, and Los Angeles. Landlords' utilization of the Ellis Act in such cities has reduced the number of units available to lower income renters while increasing the housing availability for wealthier renters.

At the same time, the law expressly allows local government to impose a variety of requirements (Government Code Sections 7060.1 et seq., through 7060.7 et seq.) on rental property owners who desire to exit the rental market. Depending upon the proposed use of the property after its removal from the market (i.e., condominium conversions, owner occupancy), local governments can enact regulations, including relocation assistance to displaced tenants, specific notice periods, and deed restrictions on future use of the property.

- Significance of Costa-Hawkins and the Ellis Act.

Taken as a whole, Costa-Hawkins and the Ellis Act severely limit the scope and efficacy of a local rent control ordinance. Costa-Hawkins, sometimes referred to as the "Anti-Rent Control Act," drastically reduces the number of units subject to local rent control and allows landlords to reset rents to a more lucrative market rate upon a vacancy (i.e., "vacancy decontrol"), preempting local rent restrictions. The Ellis Act essentially has incentivized landlords to take thousands of rent-controlled units off the market in favor of converting to uses that are not rent-restricted.

Requirements for Landlord Reasonable Rate of Return on Investment and Due Process.

For the most part, the constitutionality of rent control is settled law. However, a rent control ordinance may be subject to constitutional challenges under certain circumstances. Such an ordinance could be considered an unconstitutional government "taking" if it is so restrictive that it precludes the possibility of a landlord's fair and reasonable return on investment. Nevertheless, case law has determined that a rent control ordinance is valid even if it reduces the value or rate of return on the landlord's investment. A rent control ordinance's application can also be found to be unconstitutional if it denies a landlord due process or is applied arbitrarily so as to prevent a reasonable return on investment.

Many rent control ordinances contain provisions to allow for fair returns on investment under which the landlords can raise rents on an annual basis (i.e., once every 12 months) with rent increased tied to a percentage maximum increase and, in many cases, tied to the local consumer price index, as an index to measure inflation. Landlords can also petition for increases for costs such as capital improvements, the pass through of some utility fees (e.g., gas, electricity, water) as well as a percentage of annual rental unit registration or code

Consideration of Regulatory Options for Rent Control, Rent Stabilization and Dispute ResolutionPage 4 of 13

enforcement fees. Some of these rental fee increases may be subject to review and approval of a landlord initiated petition by a rent board or commission.

Existing Conditions in San Fernando.

The United State Census for 2017 estimates that there are 6,596 housing units in the City of San Fernando. Of the total housing units identified, 3,383 are owner-occupied units (51% of total units), 2,866 are renter-occupied units (43% of total units), and 347 are unoccupied (5% of total units). (US Census 2017 American Community Survey Estimates; http://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml#)

Per City Code Section 22-135 (Hotels, rooming houses or residential rentals), "Every person engaged in the business of conducting or operating a hotel, [rooming house], boardinghouse, apartment house, [lodging house], duplex, triplex, house court or bungalow court and every person engaged in the business of renting or letting rooms, apartments or other accommodations for dwelling, sleeping or lodging in any such place or engaged in the business of renting or letting rooms, apartments or other accommodations for dwelling, sleeping or lodging in a single-family dwelling shall pay for each rental unit a business license fee of \$25.00 per year or fractional part thereof for the first \$15,000.00 or less derived from such rental unit, plus \$3.00 per year for each additional \$1,000.00 of gross receipts or fractional part thereof in excess of \$15,000.00. However, one such rental unit may be exempt from the fee if the owner resides in the exempted rental unit." Note that each property owner is also assessed an annual \$23.00 administrative processing fee regardless of the number of properties rented.

Number of Rental Units in the City by Housing Type.

Review of the 2018 City Business License records note that 395 Residential Rental Licenses were issued to property owners renting residential dwelling units in the City of San Fernando. The Residential Rental Licenses included over 632 properties with approximately 1,692 units identified in the County assessors records ranging in rentals of a single family residence on an individual parcels to parcels with multi-family residential complexes.

In 2016, the City also conducted a citywide field survey of multi-family residential sites. As previously noted, Costa-Hawkins exempts certain types of dwelling units from a proposed rent control ordinance and associated program:

- 1) Housing constructed after 1995 must be exempt from local rent controls (Civil Code 1954.52(a)(1);
- 2) New housing that was already exempt from a local rent control law in place before February 1, 1995 must remain exempt (Civil Code 1954.52(a)(2); and
- 3) Single family homes and other units like condominiums that are separate from the title to any other dwelling units must be exempt from local rent controls (Civil Code Section 1954.52(a)(3)(A)).

Consideration of Regulatory Options for Rent Control, Rent Stabilization and Dispute Resolution

Page 5 of 13

After removing all previously identified rental units exempted under Costa-Hawkins (i.e., built after 1995, single family homes, condominiums, townhomes), Table 1 below estimates all non-exempted identified residential dwelling units in San Fernando that could be regulated under a proposed rent control ordinance.

Table 1: Non-Exempt Residential Rental Dwelling Units by Building Size (Estimated)									
SFRs	2 Units	3 or 4 Units	5 to 10 Units	11 to 20 Units	21 to 30 Units	31 to 40 Units	41 to 50 Units	51 + Units	Total
0	581	296	345	106	118	102	50	0	1,598

Comparison of Rent Control and Rent Stabilization Ordinances.

City staff and the City Attorney reviewed various rent control and rent stabilization ordinances currently adopted in other cities throughout California. Table 2 provides a Comparison of Rent Control and Rent Stabilization Programs for the following 11 cities (Attachment "C"):

- Berkeley
- Beverly Hills
- East Palo Alto
- Hayward
- Los Angeles
- Oakland
- Palm Springs
- San Francisco
- San Jose
- Santa Monica
- West Hollywood

The following components were included in a majority of the rent control and rent stabilization regulations that were reviewed (Attachment "D" provides a list of website links to each city's regulations):

- Administration of the Maximum Allowable Rent, setting limits on how much landlords may charge and when rent can be increased including Annual General Adjustments;
- Registration of rental units;
- Annual registration fees;
- Allowable rents after vacancies, including "vacancy de-control" which allows resetting of the rent to be charged to a new tenant at the time of signing of the lease;
- Allowable increases (e.g., one time per 12-month period) and decreases in rents;
- Allowable limits on and interest for security deposits to be paid back to tenants;
- Limits on other fees charged to tenants;
- Surcharge and other pass-through fees (e.g., utilities, percentage of registration/code enforcement inspection fees) beyond base rent;
- Requirements for maintenance of rental properties;
- Existing housing services;
- Grounds for termination or non-renewal of tenancy ("just-cause evictions" code section)

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- Establishing the actions that could be illegal attempts to get a tenant to vacate the unit (“un-voluntary evictions/tenant harassment” code section(s));
- Fees to be paid by landlord for relocation/un-voluntary relocation/eviction;
- Annual reporting of dwelling units;
- Per unit fee for ongoing housing/systematic code enforcement inspections;
- Annual registration fee (per unit-administrative fee);
- Rent Adjustment Commission/Rent Board/Rent Review Officer/Hearing Officer and outlines specific duties and regulatory oversight under rent control/rent stabilization ordinance; and
- Administrative Penalties, Civil Remedies, Legal Actions that may be undertaken by the city for non-compliance with the rent control/rent stabilization regulations.

Of the 11 cities surveyed, the cities of Los Angeles and Hayward were the only two with code enforcement inspection fees. In addition, the City of Los Angeles was the only city surveyed that had a detailed process by which code enforcement inspections were to be conducted on an ongoing basis. The code enforcement inspection fees per unit were \$43.32 per unit in the City Los Angeles and \$27.00 per unit in the City of Hayward.

Each city’s regulations outlined the varying levels of detail the level of maintenance and housing services for rental units as well as varying levels of regulatory oversight and enforcement actions that could be undertaken by the city to obtain compliance with the applicable regulations.

As noted in Table 3 (Attachment “C”), the rental unit registration fee or administrative fee also varied widely from city to city ranging from \$3.59 per unit in Hayward to \$250.00 per unit in Berkeley.

“Just Cause” Eviction Provisions and Additional Defenses.

A landlord who wants to terminate a month-to-month tenancy can do so by properly serving a written 30-day or 60-day notice on the tenant. Generally, a 30-day or 60-day notice is not required by state law to state the landlord's reason for ending the tenancy.

However, in some jurisdictions or circumstances, special rules apply to 30-day or 60-day notices:

- 1) Some rent control cities require "just cause" for eviction under which eviction can only be effectuated for certain, enumerated reasons, and the landlord's notice must state the reason for termination.
- 2) Some reasons for eviction are unlawful. For example, an eviction cannot be retaliatory or discriminatory.
- 3) Subsidized housing programs may limit allowable reasons for eviction, and may require that such notice state one of these reasons.

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With regard to “just cause” eviction procedures noted above, California case law enables local governments to enact rent control regulations with additional protection for tenants in controlled units by requiring that the landlord state and prove “just cause” for termination *Danekas v. San Francisco Rent Stabilization and Arbitration Bd.* (2001) 95 Cal.App.4th 638.

Tenancies that may otherwise be exempt from rent increase limitations under a rent stabilization ordinance can still be made subject to eviction protection through which tenants can only be evicted for specific enumerated reasons. For example, single family homes are typically exempt from rent stabilization ordinances but jurisdictions can apply “just cause” eviction procedures to single family home tenancies.

The following examples illustrate “just cause” grounds for eviction in certain jurisdictions:

City and County of San Francisco

- Non-payment of rent or habitual late payment of rent;
- Breach of a rental agreement of lease;
- Owner-occupancy by a member of the landlord’s immediate family;
- To perform substantial rehabilitation of a building that is at least 50 years old, provided that the cost of the proposed work is at least 75% of the cost of the new construction;
- The withdraw of the rental units from the rental market under the Ellis Act;
- Creation of a nuisance or substantial interference with the landlord or other tenants in the building; and
- To demolish or permanently remove a rental unit from housing use.

City of Glendale

- The tenant has failed to pay the rent to which the landlord is entitled;
- The tenant has violated their lease or rental agreement and has failed to comply after giving lawful notice;
- The tenant is committing or permitting to exist a nuisance or is causing waste to the property; and
- The tenant is using or permitting a rental unit to be used for any illegal purpose.

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City of Oakland

- Tenant's failure to pay rent.
- Material violation of rental agreement, including subletting, nuisance, and waste, in certain circumstances;
- Refusal to execute a written extension or renewal with terms similar to those in prior agreements after a written request by the landlord;
- Substantial damage by tenant;
- Disorderly conduct by tenant;
- Illegal conduct on the premises by tenant;
- Landlord seeks to the unit as a residence;
- Landlord seeks to use the unit as a residence for his or her spouse, domestic partner, child, parent, or grandparent, under certain circumstances;
- Landlord withdraws the unit from the market under the Ellis Act; and
- Landlord seeks to make code compliance and repairs that cannot be made while the unit is occupied.

City of San Diego

- Nonpayment of rent by tenant;
- Violation of obligation or covenant of the tenancy;
- Tenant's maintenance of a nuisance in the unit or appurtenances thereof or common areas of the complex;
- Tenant's allowance of the unit to be used for illegal purposes;
- Tenant's refusal to renew the lease of the unit for a further term of like duration with similar provisions;
- Tenant's refusal to provide reasonable access to the rental unit as described in California Civil Code Section 1954;
- To allow for owner/relative/resident manager occupancy of the unit;

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- To make corrections of violations after having obtained all necessary permits from the City when removal of the tenant is necessary to accomplish repairs; and
- To withdraw all the units on the parcel of land from the rental market.

City of Berkeley

- Tenant's refusal to pay rent;
- Continuing violation of a material term of the lease;
- Tenant causes legal waste;
- Tenant's refusal to sign a new lease that is substantially identical to the expired one;
- Tenant's continuing disturbance of the peace;
- Tenant refuses the landlord reasonable access to the unit;
- The landlord needs to make repairs that cannot be made safely while the tenant is there;
- The landlord has received a permit to demolish the unit;
- The owner wishes to use the unit as a residence for the owner's spouse, parent, or child;
- The tenant engages in unlawful activity on the premises; and
- The tenant refuses to vacate temporary housing offered by the landlord after repairs to the tenant's original unit are completed.

Cities may also provide tenants in protected units with additional defenses to an unlawful detainer action that are not provided under state law. Two common defenses are: (1) proof that the unit in question was not properly registered; or (2) proof that the landlord is charging a rent that violates the rent control ordinance or is otherwise incorrect. *Fisher v. City of Berkeley* (1984) 37 Cal.App.3d 644, 699.

In addition to "just cause" eviction provisions and additional defenses, cities can adopt additional notice and pleading requirements for termination notices that do not conflict with state law. The most common eviction notice and pleading requirement added by rent control laws supplements the "just cause" eviction requirement: A landlord must allege in the notice to quit and the unlawful detainer complaint that the landlord has "just cause" to evict under one of the permissible grounds in the ordinance. Other common examples of additional notice and pleading requirements added by rent control laws include the provision of identities of

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witnesses and the citation of the particular section or paragraph of the lease that was allegedly violated.

Regulatory Options.

The following section provides possible options regarding rent control, rent stabilization and dispute resolution regulatory controls for identified rental dwelling units and estimated fiscal impact for initial implementation:

1. **Limited Rent Stabilization and Just Eviction Provisions, with Dispute Resolution Regulations.** This option would establish provisions that limit rent increases to one increase during a 12-month period with initial rents established on lease or similar agreements negotiated between the landlord and tenant. In addition, the City would establish regulations outlining permitted “just evictions” consistent with applicable state and federal regulations as well as regulations outlining “unjust evictions” and the legal repercussions for Landlords that initiate these unjust evictions. These regulations would provide renters and owners with a process to attempt to resolve rent increase disputes.

Similar to Fremont’s regulations, these requirements would seek to discourage unreasonable rent increases, provide potential remedies to resolve rent increase disputes, limit rent increases to once per year unless otherwise agreed to by both renter and landlord, could provide a 90-day minimum advance notice of rent increases, provide for well-maintained living units, and discourage retaliatory evictions or other retaliatory behavior.

This option could incorporate two different levels of reactive enforcement of any City regulations for review and resolution of Landlord-Tenant rental or “just cause” eviction disputes.

1. City staff could respond to disputes regarding violations of City regulations on a case basis. This option would require dedicating City staff towards ongoing complaint case management and enforcement.
2. The City could offer dispute resolutions services via a third party, who would serve as a mediator or arbitrator of Landlord-Tenant disputes for San Fernando.

The City is currently reviewing possible third party dispute resolution services such as those provided by the Housing Rights Center, which currently assists the City with fair housing information, and investigation of housing discrimination complaints. For example, Housing Rights Center currently provides a Landlord-Tenant Mediation Program to the Cities of Pasadena and South Pasadena on a contract basis. In addition, the City has contacted the Los Angeles County Department of Consumer Affairs regarding its free dispute resolution services (<http://dcba.lacounty.gov/wps/portal/dca/main/home/mediation/>).

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Note that the City Council expressed interest in further exploring this Option 2 during its last study session on the topic in 2016.

Fiscal Impact (FY 2018-2019): City Attorney code development and code enforcement activity (\$15,000); Referrals to Third Party Contractor such as Housing Rights Center for Landlord-Tenant Dispute Resolution (\$0-\$15,000). Total Cost = \$15,000-\$30,000.

2. **Rent Control Ordinance and Program.** [Similar to Cities of Berkeley, Beverly Hills, East Palo Alto, Hayward, Oakland, Palm Springs, San Francisco, San Jose, Santa Monica, and West Hollywood]. This option establishes base rent, maximum allowable rent increase and “just cause” eviction provisions (including a registration fee but no code enforcement annual inspection fee).

This option would require active regulation by the City to review and monitor base rent, annual rent increases, and reasons for evictions. The City would also be responsible for annual inspections of all rental property, investigating all claims and prosecuting violations.

Fiscal Impact (FY 2018-2019): Rent Control Coordinator/Housing Manager to oversee program, process annual registration of rent control units, and participate in the dispute resolution process (\$106,000); Full Time Code Enforcement Officer-Housing Compliance Officer to handle complaints on case by case basis and conduct annual inspections of units over a multi-year cycle for all potential rental units under rent control program (\$90,000); City Attorney code development and code enforcement activity (\$15,000); Establishing Rent Control Board/Commission and Contracting with Hearings Officer (\$14,000); Finance Clerk Time to Process Fees, including invoicing, following up with delinquencies, and participating in collection activities for non-compliant landlords (\$15,000). Total Cost = \$240,000.

Some costs to run this program option may be eligible for cost recovery. However, cost recovery is limited to staff time spent processing registration of rent control units, provision of an inspection over a multi-year cycle, and possibly a fee for dispute resolution (although full cost recovery may be undesirable since it would likely discourage renters from filing a dispute). Such cost recovery fees may only recover 10% to 20% of the total cost.

3. **Rent Control Ordinance and Program Including Mandatory Registration Fee and Code Enforcement Annual Inspection Fee.** [Similar to City of Los Angeles] This option establishes base rent and maximum allowable rent with “just cause” eviction provisions (including mandatory registration fee and code enforcement annual inspection fee).

This option would require active regulation by the City to create a detailed registration system, review and monitor base rent, annual rent increases, and reasons for evictions. The City would also be responsible for annual inspections of all rental property, investigating all claims and prosecuting violations.

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Fiscal Impact (FY 2018-2019): Rent Control Coordinator/Housing Manager to oversee program and process annual registration of rent control units, and participate in the dispute resolution process (\$106,000); Administrative Analyst to provide support services to coordinator regarding program administration, rent and code enforcement registry (\$80,000); Full Time Code Enforcement Officer-Housing Compliance Officer to handle complaints and conduct annual inspections of units over a multi-year cycle for all potential rental units under rent control program (\$90,000); City Attorney code development and code enforcement activity (\$15,000); Establishing Rent Control Board/Commission; Contracting with Hearings Officer (\$14,000); Finance Clerk Time to Process Fees, including invoicing, following up with delinquencies, and participating in collection activities for non-compliant landlords (\$15,000). Total Cost = \$320,000.

As with Option 3, some costs to run this program option may be eligible for cost recovery. However, cost recovery is limited to staff time spent processing registration of rent control units, provision of an inspection over a multi-year cycle, and possibly a fee for dispute resolution (although full cost recovery may be undesirable since it would likely discourage renters from filing a dispute). Such cost recovery fees may only recover 10% to 20% of the total cost.

BUDGET IMPACT:

Development of a rent control, rent stabilization and dispute resolution ordinance and administrative framework would require City Staff and City Attorney time at an estimated cost of \$15,000 during Fiscal Year 2018-2019. This is approximation and the actual cost will be contingent upon the level of complexity of the regulatory components for the legal and administrative framework as directed by City Council.

As outlined above in the four regulatory options, the initial “start-up” costs to implement these ordinances and associated programs range from \$15,000 to \$320,000. Full implementation will require further fiscal analysis based upon the scope of the regulatory requirements and needed oversight. Ongoing implementation costs could include City staffing to administer the program (e.g., intake of rental unit registration fees, code enforcement fees, review of proposed rent appeals, unjust eviction claims), code enforcement staffing (e.g., inspections of housing units for compliance with life/safety/housing quality standards, follow up on complaints, unpermitted units, etc.), and funding for a board, commission, and/or hearing officer, to resolve disputes.

CONCLUSION:

City staff recommends that the City Council receive and file the updated report and, subsequent to City Council discussion, provide staff with direction on the elements to include

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for further development of proposed rent control, rent stabilization and dispute resolution regulatory options. Based on City Council direction, staff will return to City Council at a future date with a more detailed framework for proposed regulations and fiscal impact for implementation.

ATTACHMENTS:

- A. Costa-Hawkins Rental Housing Act (California Civil Code Section 1954.50-1954.535)
- B. Ellis Act (California Government Code § 7060-7060.7)
- C. Table 2: Comparison of Rent Control/Stabilization Programs
- D. Links to Surveyed Cities with Rent Control/Rent Stabilization Regulations

CIVIL CODE

SECTION 1954.50-1954.535

1954.50. This chapter shall be known and may be cited as the Costa-Hawkins Rental Housing Act.

1954.51. As used in this chapter, the following terms have the following meanings:

(a) "Comparable units" means rental units that have approximately the same living space, have the same number of bedrooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services.

(b) "Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobilehome park, or the owner of a mobilehome or his or her agent.

(c) "Prevailing market rent" means the rental rate that would be authorized pursuant to 42 U.S.C.A. 1437 (f), as calculated by the United States Department of Housing and Urban Development pursuant to Part 888 of Title 24 of the Code of Federal Regulations.

(d) "Public entity" has the same meaning as set forth in Section 811.2 of the Government Code.

(e) "Residential real property" includes any dwelling or unit that is intended for human habitation.

(f) "Tenancy" includes the lawful occupation of property and includes a lease or sublease.

1954.52. (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true:

(1) It has a certificate of occupancy issued after February 1, 1995.

(2) It has already been exempt from the residential rent control ordinance of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units.

(3) (A) It is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code.

(B) This paragraph does not apply to either of the following:

(i) A dwelling or unit where the preceding tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827.

(ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value. The initial rent amount of the unit for purposes of this chapter shall be the lawful rent in effect on May 7, 2001, unless the rent amount is governed by a different provision of this chapter. However, if a condominium dwelling or unit meets the criteria of paragraph (1) or

(2) of subdivision (a), or if all the dwellings or units except one have been sold separately by the subdivider to bona fide purchasers for value, and the subdivider has occupied that remaining unsold condominium dwelling or unit as his or her principal residence for at least one year after the subdivision occurred, then subparagraph (A) of paragraph (3) shall apply to that unsold condominium dwelling or unit.

(C) Where a dwelling or unit in which the initial or subsequent rental rates are controlled by an ordinance or charter provision in effect on January 1, 1995, the following shall apply:

(i) An owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all existing and new tenancies in effect on or after January 1, 1999, if the tenancy in effect on or after January 1, 1999, was created between January 1, 1996, and December 31, 1998.

(ii) Commencing on January 1, 1999, an owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all new tenancies if the previous tenancy was in effect on December 31, 1995.

(iii) The initial rental rate for a dwelling or unit as described in this paragraph in which the initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not, until January 1, 1999, exceed the amount calculated pursuant to subdivision (c) of Section 1954.53. An owner of residential real property as described in this paragraph may, until January 1, 1999, establish the initial rental rate for a dwelling or unit only where the tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161 of the Code of Civil Procedure.

(b) Subdivision (a) does not apply where the owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(c) Nothing in this section shall be construed to affect the authority of a public entity that may otherwise exist to regulate or monitor the basis for eviction.

(d) This section does not apply to any dwelling or unit that contains serious health, safety, fire, or building code violations, excluding those caused by disasters for which a citation has been issued by the appropriate governmental agency and which has remained unabated for six months or longer preceding the vacancy.

1954.53. (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial rental rate for a dwelling or unit, except where any of the following applies:

(1) The previous tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees. For the purpose of this paragraph, the owner's termination or nonrenewal of a contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, shall be construed as a change in the terms of the tenancy pursuant to Section 827.

(A) In a jurisdiction that controls by ordinance or charter provision the rental rate for a dwelling or unit, an owner who terminates or fails to renew a contract or recorded agreement with a

governmental agency that provides for a rent limitation to a qualified tenant may not set an initial rent for three years following the date of the termination or nonrenewal of the contract or agreement. For any new tenancy established during the three-year period, the rental rate for a new tenancy established in that vacated dwelling or unit shall be at the same rate as the rent under the terminated or nonrenewed contract or recorded agreement with a governmental agency that provided for a rent limitation to a qualified tenant, plus any increases authorized after the termination or cancellation of the contract or recorded agreement.

(B) Subparagraph (A) does not apply to any new tenancy of 12 months or more duration established after January 1, 2000, pursuant to the owner's contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, unless the prior vacancy in that dwelling or unit was pursuant to a nonrenewed or canceled contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant as set forth in that subparagraph.

(2) The owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(3) The initial rental rate for a dwelling or unit whose initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not until January 1, 1999, exceed the amount calculated pursuant to subdivision (c).

(b) Subdivision (a) applies to, and includes, renewal of the initial hiring by the same tenant, lessee, authorized subtenant, or authorized sublessee for the entire period of his or her occupancy at the rental rate established for the initial hiring.

(c) The rental rate of a dwelling or unit whose initial rental rate is controlled by ordinance or charter provision in effect on January 1, 1995, shall, until January 1, 1999, be established in accordance with this subdivision. Where the previous tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161 of Code of Civil Procedure, an owner of residential real property may, no more than twice, establish the initial rental rate for a dwelling or unit in an amount that is no greater than 15 percent more than the rental rate in effect for the immediately preceding tenancy or in an amount that is 70 percent of the prevailing market rent for comparable units, whichever amount is greater.

The initial rental rate established pursuant to this subdivision may not substitute for or replace increases in rental rates otherwise authorized pursuant to law.

(d) (1) Nothing in this section or any other provision of law shall be construed to preclude express establishment in a lease or rental agreement of the rental rates to be applicable in the event the rental unit subject thereto is sublet. Nothing in this section shall be construed to impair the obligations of contracts entered into prior to January 1, 1996.

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or

unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit. Nothing contained in this section shall be construed to enlarge or diminish an owner's right to withhold consent to a sublease or assignment.

(4) Acceptance of rent by the owner does not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate, unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

(e) Nothing in this section shall be construed to affect any authority of a public entity that may otherwise exist to regulate or monitor the grounds for eviction.

(f) This section does not apply to any dwelling or unit if all the following conditions are met:

(1) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the Health and Safety Code, excluding any violation caused by a disaster.

(2) The citation was issued at least 60 days prior to the date of the vacancy.

(3) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

1954.535. Where an owner terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for rent limitations to a qualified tenant, the tenant or tenants who were the beneficiaries of the contract or recorded agreement shall be given at least 90 days' written notice of the effective date of the termination and shall not be obligated to pay more than the tenant's portion of the rent, as calculated under the contract or recorded agreement to be terminated, for 90 days following receipt of the notice of termination of nonrenewal of the contract.

GOVERNMENT CODE

SECTION 7060-7060.7:

ELLIS ACT

7060. (a) No public entity, as defined in Section 811.2, shall, by statute, ordinance, or regulation, or by administrative action implementing any statute, ordinance or regulation, compel the owner of any residential real property to offer, or to continue to offer, accommodations in the property for rent or lease, except for guestrooms or efficiency units within a residential hotel, as defined in Section 50519 of the Health and Safety Code, if the residential hotel meets all of the following conditions:

(1) The residential hotel is located in a city and county, or in a city with a population of over 1,000,000.

(2) The residential hotel has a permit of occupancy issued prior to January 1, 1990.

(3) The residential hotel did not send a notice of intent to withdraw the accommodations from rent or lease pursuant to subdivision (a) of Section 7060.4 that was delivered to the public entity prior to January 1, 2004.

(b) For the purposes of this chapter, the following definitions apply:

(1) "Accommodations" means either of the following:

(A) The residential rental units in any detached physical structure containing four or more residential rental units.

(B) With respect to a detached physical structure containing three or fewer residential rental units, the residential rental units in that structure and in any other structure located on the same parcel of land, including any detached physical structure specified in subparagraph (A).

(2) "Disabled" means a person with a disability, as defined in Section 12955.3 of the Government Code.

7060.1. Notwithstanding Section 7060, nothing in this chapter does any of the following:

(a) Prevents a public entity from enforcing any contract or agreement by which an owner of residential real property has agreed to offer the accommodations for rent or lease in consideration for a direct financial contribution or, with respect to written contracts or agreements entered into prior to July 1, 1986, for any consideration. Any contract or agreement specified in this subdivision is not enforceable against a person who acquires title to the accommodations as a bona fide purchaser for value (or successors in interest thereof), unless (1) the purchaser at the time of acquiring title to the accommodations has actual knowledge of the contract or agreement, or (2) a written memorandum of the contract or agreement which specifically describes the terms thereof and the affected real property, and which identifies the owner of the property, has been recorded with the county recorder prior to July 1, 1986, or not less than 30 days prior to transfer of title to the property to the purchaser. The county recorder shall index such a written memorandum in the grantor-grantee index.

As used in this subdivision, "direct financial contribution" includes contributions specified in Section 65916 and any form of interest rate subsidy or tax abatement provided to facilitate the

acquisition or development of real property.

(b) Diminishes or enhances, except as specifically provided in Section 7060.2, any power which currently exists or which may hereafter exist in any public entity to grant or deny any entitlement to the use of real property, including, but not limited to, planning, zoning, and subdivision map approvals.

(c) Diminishes or enhances any power in any public entity to mitigate any adverse impact on persons displaced by reason of the withdrawal from rent or lease of any accommodations.

(d) Supersedes any provision of Chapter 16 (commencing with Section 7260) of this division, Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of this code, Chapter 5 (commencing with Section 17200) of Part 2 of Division 7 of the Business and Professions Code, Part 2 (commencing with Section 43) of Division 1 of the Civil Code, Title 5 (commencing with Section 1925) of Part 4 of Division 3 of the Civil Code, Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, or Division 24 (commencing with Section 33000) of the Health and Safety Code.

(e) Relieves any party to a lease or rental agreement of the duty to perform any obligation under that lease or rental agreement.

7060.2. If a public entity, by valid exercise of its police power, has in effect any control or system of control on the price at which accommodations may be offered for rent or lease, that entity may, notwithstanding any provision of this chapter, provide by statute or ordinance, or by regulation as specified in Section 7060.5, that any accommodations which have been offered for rent or lease and which were subject to that control or system of control at the time the accommodations were withdrawn from rent or lease, shall be subject to the following:

(a) (1) For all tenancies commenced during the time periods described in paragraph (2), the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of intent to withdraw the accommodations is filed with the public entity, plus annual adjustments available under the system of control.

(2) The provisions of paragraph (1) shall apply to all tenancies commenced during either of the following time periods:

(A) The five-year period after any notice of intent to withdraw the accommodations is filed with the public entity, whether or not the notice of intent is rescinded or the withdrawal of the accommodations is completed pursuant to the notice of intent.

(B) The five-year period after the accommodations are withdrawn.

(3) This subdivision shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the accommodations.

(b) If the accommodations are offered again for rent or lease for residential purposes within two years of the date the accommodations were withdrawn from rent or lease, the following provisions shall govern:

(1) The owner of the accommodations shall be liable to any tenant or lessee who was displaced from the property by that action for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of the withdrawal of the accommodations from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any

alternative remedy available under the law.

(2) A public entity which has acted pursuant to this section may institute a civil proceeding against any owner who has again offered accommodations for rent or lease subject to this subdivision, for exemplary damages for displacement of tenants or lessees. Any action by a public entity pursuant to this paragraph shall be brought within three years of the withdrawal of the accommodations from rent or lease.

(3) Any owner who offers accommodations again for rent or lease shall first offer the unit for rent or lease to the tenant or lessee displaced from that unit by the withdrawal pursuant to this chapter, if the tenant has advised the owner in writing within 30 days of the displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed. That tenant, lessee, or former tenant or lessee may advise the owner at any time during the eligibility of a change of address to which an offer is to be directed.

If the owner again offers the accommodations for rent or lease pursuant to this subdivision, and the tenant or lessee has advised the owner pursuant to this subdivision of a desire to consider an offer to renew the tenancy, then the owner shall offer to reinstitute a rental agreement or lease on terms permitted by law to that displaced tenant or lessee.

This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided in this subdivision, and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(c) A public entity which has acted pursuant to this section, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that an owner who offers accommodations again for rent or lease within a period not exceeding 10 years from the date on which they are withdrawn, and which are subject to this subdivision, shall first offer the unit to the tenant or lessee displaced from that unit by the withdrawal, if that tenant or lessee requests the offer in writing within 30 days after the owner has notified the public entity of an intention to offer the accommodations again for residential rent or lease pursuant to a requirement adopted by the public entity under subdivision (c) of Section 7060.4. The owner of the accommodations shall be liable to any tenant or lessee who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract rent for six months.

(d) If the accommodations are demolished, and new accommodations are constructed on the same property, and offered for rent or lease within five years of the date the accommodations were withdrawn from rent or lease, the newly constructed accommodations shall be subject to any system of controls on the price at which they would be offered on the basis of a fair and reasonable return on the newly constructed accommodations, notwithstanding any exemption from the system of controls for newly constructed accommodations.

(e) The amendments to this section enacted by the act adding this subdivision shall apply to all new tenancies created after December 31, 2002. If a new tenancy was lawfully created prior to January 1, 2003, after a lawful withdrawal of the unit under this chapter, the amendments to this section enacted by the act adding this subdivision

may not apply to new tenancies created after that date.

7060.3. If a public entity determines to apply constraints pursuant to Section 7060.2 to a successor in interest of an owner who has withdrawn accommodations from rent or lease, the public entity shall record a notice with the county recorder which shall specifically describe the real property where the accommodations are located, the dates applicable to the constraints and the name of the owner of record of the real property. The notice shall be indexed in the grantor-grantee index.

A person who acquires title to the real property subsequent to the date upon which the accommodations thereon have been withdrawn from rent or lease, as a bona fide purchaser for value, shall not be a successor in interest for the purposes of this chapter if the notice prescribed by this section has not been recorded with the county recorder at least one day before the transfer of title.

7060.4. (a) Any public entity which, by a valid exercise of its police power, has in effect any control or system of control on the price at which accommodations are offered for rent or lease, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that the owner notify the entity of an intention to withdraw those accommodations from rent or lease and may require that the notice contain statements, under penalty of perjury, providing information on the number of accommodations, the address or location of those accommodations, the name or names of the tenants or lessees of the accommodations, and the rent applicable to each residential rental unit.

Information respecting the name or names of the tenants, the rent applicable to any residential rental unit, or the total number of accommodations, is confidential information and for purposes of this chapter shall be treated as confidential information by any public entity for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). A public entity shall, to the extent required by the preceding sentence, be considered an "agency," as defined by subdivision (d) of Section 1798.3 of the Civil Code.

(b) The statute, ordinance, or regulation of the public entity may require that the owner record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the statute, ordinance, or regulation, and require a certification with that notice that actions have been initiated as required by law to terminate any existing tenancies. In that situation, the date on which the accommodations are withdrawn from rent or lease for purposes of this chapter is 120 days from the delivery in person or by first-class mail of that notice to the public entity. However, if the tenant or lessee is at least 62 years of age or disabled, and has lived in his or her accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw pursuant to subdivision (a), then the date of withdrawal of the accommodations of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the public entity, provided that the tenant or lessee gives written notice of his or her entitlement to an extension to the owner within 60 days of the date

of delivery to the public entity of the notice of intent to withdraw. In that situation, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The owner may elect to extend the date of withdrawal on any other accommodations up to one year after date of delivery to the public entity of the notice of intent to withdraw, subject to paragraphs (1) and (2).

(4) Within 30 days of the notification by the tenant or lessee to the owner of his or her entitlement to an extension, the owner shall give written notice to the public entity of the claim that the tenant or lessee is entitled to stay in their accommodations for one year after date of delivery to the public entity of the notice of intent to withdraw.

(5) Within 90 days of date of delivery to the public entity of the notice of intent to withdraw, the owner shall give written notice to the public entity and the affected tenant or lessee of the owner's election to extend the date of withdrawal and the new date of withdrawal under paragraph (3).

(c) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify any tenant or lessee displaced pursuant to this chapter of the following:

(1) That the public entity has been notified pursuant to subdivision (a).

(2) That the notice to the public entity specified the name and the amount of rent paid by the tenant or lessee as an occupant of the accommodations.

(3) The amount of rent the owner specified in the notice to the public entity.

(4) Notice to the tenant or lessee of his or her rights under paragraph (3) of subdivision (b) of Section 7060.2.

(5) Notice to the tenant or lessee of the following:

(A) If the tenant or lessee is at least 62 years of age or disabled, and has lived in his or her accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the public entity of the notice of intent to withdraw, provided that the tenant or lessee gives written notice of his or her entitlement to the owner within 60 days of date of delivery to the public entity of the notice of intent to withdraw.

(B) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(C) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

(d) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify the public entity in writing of an intention to again offer the accommodations for rent or lease.

7060.5. The actions authorized by Sections 7060.2 and 7060.4 may be

taken by regulation adopted after public notice and hearing by a public body of a public entity, if the members of the body have been elected by the voters of the public entity. The regulation shall be subject to referendum in the manner prescribed by law for the ordinances of the legislative body of the public entity except that:

(a) The decision to repeal the regulation or to submit it to the voters shall be made by the public body which adopted the regulation.

(b) The regulation shall become effective upon adoption by the public body of the public entity and shall remain in effect until a majority of the voters voting on the issue vote against the regulation, notwithstanding Section 9235, 9237, or 9241 of the Elections Code or any other law.

7060.6. If an owner seeks to displace a tenant or lessee from accommodations withdrawn from rent or lease pursuant to this chapter by an unlawful detainer proceeding, the tenant or lessee may appear and answer or demur pursuant to Section 1170 of the Code of Civil Procedure and may assert by way of defense that the owner has not complied with the applicable provisions of this chapter, or statutes, ordinances, or regulations of public entities adopted to implement this chapter, as authorized by this chapter.

7060.7. It is the intent of the Legislature in enacting this chapter to supersede any holding or portion of any holding in *Nash v. City of Santa Monica*, 37 Cal.3d 97 to the extent that the holding, or portion of the holding, conflicts with this chapter, so as to permit landlords to go out of business. However, this act is not otherwise intended to do any of the following:

(a) Interfere with local governmental authority over land use, including regulation of the conversion of existing housing to condominiums or other subdivided interests or to other nonresidential use following its withdrawal from rent or lease under this chapter.

(b) Preempt local or municipal environmental or land use regulations, procedures, or controls that govern the demolition and redevelopment of residential property.

(c) Override procedural protections designed to prevent abuse of the right to evict tenants.

(d) Permit an owner to withdraw from rent or lease less than all of the accommodations, as defined by paragraph (1) or (2) of subdivision (b) of Section 7060.

(e) Grant to any public entity any power which it does not possess independent of this chapter to control or establish a system of control on the price at which accommodations may be offered for rent or lease, or to diminish any such power which that public entity may possess, except as specifically provided in this chapter.

(f) Alter in any way either Section 65863.7 relating to the withdrawal of accommodations which comprise a mobilehome park from rent or lease or subdivision (f) of Section 798.56 of the Civil Code relating to a change of use of a mobilehome park.

TABLE 2

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ATTACHMENT "C"

Comparison of Rent Control/Stabilization Programs

Cities											
Program Component	Berkeley	Beverly Hills	East Palo Alto	Hayward	Los Angeles	Oakland	Palm Springs	San Francisco	San Jose	Santa Monica	West Hollywood
Section governing the administration of the Maximum Allowable Rent/setting limits on how much landlord may charge and when it can be increased	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section governing the registration of rental units	✓		✓	✓	✓	✓	✓		✓	✓	✓
Section governing annual registration fees	✓		✓	✓		✓	✓		✓	✓	✓
Section governing the allowable rents during/after vacancies	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section governing the limits on other fees charged to tenants	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section addressing surcharge and other pass-through fees (e.g. utilities, % of registration/code enforcement inspection fees) beyond base rent	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section governing the requirements for maintenance	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Section outlining existing housing services	✓	✓	✓		✓	✓		✓	✓	✓	✓
Section setting the grounds for termination or non-renewal of tenancy ("eviction code section")	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section establishing the actions which could be illegal attempts to get a tenant to vacate the unit (harassment code section).	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section Outlining Administrative Penalties, Civil Remedies, Legal Actions by City	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Section establishing fees to be paid by property owner for relocation/unvoluntary relocation/eviction			✓		✓	✓	✓	✓	✓	✓	
Rent Adjustment Commission/Rent Board/Rent Review Officer/Hearing Officer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ordinance Requires Annual Reporting of Units under Rent Control Regulations	✓		✓	✓	✓	✓				✓	✓
Section governing the allowable limits on and interest for security deposits to be paid back to tenants	✓	✓	✓	✓	✓		1950.5 of the California Civil Code	1950.5 of the California Civil Code	1950.5 of the California Civil Code	✓	✓
Ordinance Requires Per Unit Fee for Ongoing Housing/Systematic Code Enforcement Inspection				\$ 27.00	\$ 43.32						
Ordinance Requires Annual Registration Fee; Administrative Fee*** (Per Unit)	\$ 250.00		\$ 222.00	\$ 3.59	\$ 24.51	Calculated Fee	\$ 60.00	Calculated Fee	Calculated Fee	\$ 198.00	\$ 144.00
Section governing the allowable increases (1 per 12 month period) and decreases in rents	2.5% (tied to CPI)	3% or CPI Whichever is Greater	2.9% (tied to CPI)	5%	2% (tied to CPI)	3.4% (tied to CPI)	(75% of CPI)	7% (tied to CPI)	5% (tied to CPI)	2.9% (tied to CPI)	3% (tied to CPI)
Renter Occupied Units (2017 US Census Est.)	25,998	8,781	4,821	22,773	862,062	146,930	9,689	224,960	135,834	33,505	17,779
Approximate number of units covered	13,778	4,478	2,940	10,703	508,616	39,671	2,519	130,476	55,691	21,778	12,800
Percentage of Total Rental Units	53%	51%	61%	47%	59%	27%	26%	58%	41%	65%	72%
Rental Vacancy Rate (2017 US Census Est.)	2.8%	4.1%	4.9%	3.2%	3.3%	5.0%	9.6%	2.7%	2.8%	2.0%	3.6%

TABLE 2

Comparison of Rent Control/Stabilization Programs

Cities											
Program Component	Berkeley	Beverly Hills	East Palo Alto	Hayward	Los Angeles	Oakland	Palm Springs	San Francisco	San Jose	Santa Monica	West Hollywood
Properties that Fall Under the Ordinance	All dwelling units being offered for rent including properties with two or more units unless otherwise exempted as noted below.	All residential rental dwelling units built before 9/20/1978 except as otherwise exempted below.	All dwelling units being offered for rent except those specifically exempted below.	Any residential unit other than a mobilehome unit.	Applies to rental properties built on or before 10/1/1978 including: apartments, condos, townhomes,	Any dwelling unit, including joint living and work quarters, and all housing services located in Oakland and used or occupied in consideration of rent payments with exceptions noted below.	All mobile home spaces, apartment, condominiums, or single family residence	All residential rental units including mobile homes built before 6/13/1979;	Properties with three or more rental dwelling units	All residential rental units including mobile homes;	Ordinance applies to properties with more than one dwelling unit with a Certificate of Occupancy issued before 7/1/1979
		apartment units are under some form of rent control;			duplex, to or more single family dwellings on one lot; rooms in hotels, motels, rooming and boarding houses occupied by the same tenant for more than 30 days.						Ordinance applies to properties with only one dwelling unit on entire property were original C of O was issued before 7/1/1979 and whose tenants moved in before 1/1/1996.
Properties Exempt from Rent Control	Residential dwelling units constructed after 2/1/1995 (Costa-Hawkins Rental Housing Act); Government owned units; units rented for less than 14-consecutive dates, non-profit rental units	Single family residences; hotels, motels, inns, roominghouses, condominiums.	Transient Occupancy: motels, hotels, inns, tourist houses, rooming and boarding houses rented for less than 30 days.	Housing accommodations in hospitals, extended care facilities, convalescent homes, dormitories operated by school or private organization.	One dwelling unit on one parcel; hotel, motel, inn, tourist home, rooming and boarding houses rented for less than 30 days.	government owned/managed/operated or subsidized dwelling units;	hotel, motel, inn, tourist home, rooming and boarding houses rented for less than 30 days.	Single family homes with tenancy after 1/1/1996 and condos; Rental units in hotels, motels, inns, tourist homes, rooming and boarding houses rented for less than 32 days;	Rental units in hotels, motels, inns, tourist homes, rooming and boarding houses rented for less than 14 days;	Rental units in hotels, motels, inns, tourist homes, rooming and boarding houses rented for less than 14 days;	As of 1/1/1999, New Construction Units with C of O issued on or after 1/1/1979
	4-unit complexes with an owner-occupied unit that existed before 12/31/1979;	Government rental units, dwelling units in a structure built after 9/29/1978.	Care Facilities: hospital, skilled nursing, long term health care facility convalescent home/hospice care; Government owned or funded buildings.	government owned/operated/managed or subsidized dwelling units; hotel, motel, inn, tourist home, rooming and boarding houses rented for less than 30 days.	residential dwelling units in non-profit cooperatives, unless rented or leased to tenant; units in hospitals, medical facilities, asylums, non-profit homes for the aged;	hotel, motel, inn, tourist home, rooming and boarding houses rented for less than 30 days.	Units used primarily for commercial purposes; units in buildings, mobile home parks or developments of four units or less, while one unit is owner occupied.	government owned; rental units in a non-profit cooperative; non-profit owned dwelling units; housing accommodations by hospital, monastery, extended care	government owned or subsidized rental units; rental units located in an building containing two or fewer dwellings.	government rental units; rental units in hospitals, convent, monastery, extended medical facility, asylum, non-profit long term health, hospice care facility;	As of 1/1/1999, Properties with only one dwelling unit on property (condominiums or single family residences)
	Newly constructed units built after June 30, 1980.	does not apply to condominium units, single-family homes, or commercial spaces	Units (rooms) within a landlord shared dwelling unit.	Dwelling units issued a certificate of occupancy after 7/1/1979; dwelling units in a non-profit cooperative owned/operated by majority of residents.	LA Housing Authority/government owned/managed/operated/subsidized units;	Units used primarily for commercial purposes; units in buildings, mobile home parks or developments of three units or less, while one unit is owner occupied.		facility, asylum, residential care/adult daycare, school dormitories, live work units built after 6/13/1979.	condominiums, duplexes, townhomes or single-family residential units; units with rent that is fully or partially paid for by a federal subsidy; units built after September 7, 1979.	Rental units and dwellings built after adoption of Ordinance;	As of 1/1/1999, Government-owned or subsidized residential rental properties.

TABLE 2

Cities											
Program Component	Berkeley	Beverly Hills	East Palo Alto	Hayward	Los Angeles	Oakland	Palm Springs	San Francisco	San Jose	Santa Monica	West Hollywood
	non-profit Affordable housing units				Housing accommodations with Certificate of Occupancies after 10/1/1978; Luxury Home Accomodations; Substantially rehabilitated dwellings;	residential dwelling units in non-profit cooperatives, unless rented or leased to tenant; units in hospitals, medical facilities, asylums, non-profit homes for the aged;	government owned/managed/operated units;Residential dwelling units began construction on or after 4/1/1979.	50 year dwelling units that have been substantially rehabbed after 6/13/1979.		Single Family homes not used for rentals on 1/1/1984 or after vacancay of more than two years; condominiums, stock cooperatives or similar unit.	Institutional facilities, non-profit housing; & some units in hotels and motels.
Properties Temporary Exemption from Rent Control			Single Family Dwellings-Costa Hawkins Act;Units constructed after 1/1/1998;		Recreational vehicles in mobile home park; dwellings in limited-equity cooperatives; mobile home parks with permits to operate before ordinance adoption.	Single Family Dwellings-Costa Hawkins Act;Units constructed after 1/1/1983; substantially rehabilitated buildings.	Units in owner occupied two & three unit properties; non-profit housing units; units with voucher assistance.				Individual units on rent stablized properties that are owner or family occupied.
			Units in owner occupied two & three unit properties; non-profit housing units; units with voucher assistance.			Units in owner occupied two & three unit properties; non-profit housing units; units with voucher assistance.					Units permanently withdrawn from the rental market for non-rental common area purposes (e.g., laundry rooms, community rooms, etc.)
Legend:	Gray Shaded (No)	✓ (Yes)	Primary Source: 2017 US Census Data [https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml]								

ATTACHMENT "D"**Links to Surveyed Cities with Rent Control/Rent Stabilization Regulations****BERKELEY**

<http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=5668>;
<http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=9296>; Berkeley Municipal Code Chapter 13.76

BEVERLY HILLS

<http://www.beverlyhills.org/citygovernment/departments/communitydevelopment/codecompliance/bhrent/?NFR=1>
<http://www.beverlyhills.org/cbhfiles/storage/files/6480008081066173622/Chapter5Code.pdf>
Chapter 5: Rent Stabilization Part 1;
<http://www.beverlyhills.org/cbhfiles/storage/files/1896679878573563570/Chapter6Code.pdf>
[Chapter 6](#): Rent Stabilization Part 2;

EAST PALO ALTO

<http://www.ci.east-palo-alto.ca.us/index.aspx?nid=273> ; <http://www.ci.east-palo-alto.ca.us/index.aspx?NID=469>; Chapter 14.04 – Rent Stabilization and Just Cause for Eviction Ordinance

HAYWARD

<http://www.hayward-ca.gov/your-government/programs/rent-review-residential-rent-stabilization>; <http://www.hayward-ca.gov/sites/default/files/ResidentialRentOrdinance.pdf>; City of Hayward Ordinance No. 03-01

LOS ANGELES

<http://hcidla.lacity.org/RSO-Overview>;
http://library.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:lamc_ca;
CHAPTER XV Rent Stabilization Ordinance

OAKLAND

<http://www2.oaklandnet.com/government/o/hcd/o/RentAdjustment/DOWD008793>; Oakland Municipal Code Chapter 8.22

PALM SPRINGS

<http://www.ci.palm-springs.ca.us/government/departments/community-economic-development-department/rent-control> ; <http://www.qcode.us/codes/palmsprings/> Chapter 4.02 Rent Control

SAN FRANCISCO

<http://sfrb.org/> ; <http://sfrb.org/ordinance-regulations>; Chapter 37- Rent Ordinance

ATTACHMENT "D" (Cont'd)

SAN JOSE

<http://www.sanjosca.gov/index.aspx?NID=1355>;

<http://www.sanjosca.gov/index.aspx?NID=4743> Chapter 17.23 – Apartment Rent Ordinance

SANTA MONICA

<http://www.smgov.net/Overview.aspx>; Charter Amendment including Chapters 1 – 17

WEST HOLLYWOOD

<http://www.weho.org/residents/rent-stabilization-housing/rent-stabilization> ;

<http://qcode.us/codes/westhollywood/>; West Hollywood Municipal Code Title 17 – Rent Stabilization



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: April 2, 2019

Subject: Consideration to Review the Director of Public Works Job Specification and Adopt a Resolution Approving a Revised Job Specification for the Director of Finance

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7910 (Attachment "A") approving a revised job specification for the Director of Finance;
- b. Review the existing job specification for the Director of Public Works; and
- c. Authorize the City Manager to make non-substantive edits and execute all related documents as necessary.

BACKGROUND:

Director of Finance

1. In Fiscal Year (FY) 2015-2016, the City awarded a professional services agreement to Reward Strategy Group (RSG) to conduct a classification study and update all of the City's classifications.
2. On September 18, 2017, the City Council approved a new job specification for the Director of Finance based on the recommendation from the classification study.
3. On February 20, 2019, the incumbent Director of Finance was appointed as City Manager, which left a vacancy in the Director of Finance position.

Director of Public Works

4. On September 18, 2017, the City Council approved a new job specification for the Director of Public Works/City Engineer and directed staff to start recruitment for the position.

Consideration to Review the Director of Public Works Job Specification and Adopt a Resolution Approving a Revised Job Specification for the Director of FinancePage 2 of 3

5. On December 4, 2017, due to a lack of qualified applicants, the City Council approved Resolution No. 7829 modifying the “Director of Public Works/City Engineer” job specification to remove the requirement for registration as Professional Civil Engineer, reflect only “Director of Public Works” duties, and include a requirement for a minimum of five years of experience.
6. If the City is fortunate to successfully recruit someone with the Professional Civil Engineer qualifications, he/she may be designated as “City Engineer,” and be required to perform the essential engineering duties and functions, and shall receive a ten percent (10%) special pay on top of their base salary.

ANALYSIS:Director of Finance Classification.

The existing job specification for Director of Finance was adopted on September 18, 2017 and, for the most part, adequately reflects the current essential job duties and requirements of the position. However, the existing job specification includes oversight and administration of the Personnel Division.

Typically, a Director of Administrative Services oversees the finance, information technology and personnel functions while a Director of Finance typically only oversees finance and, sometimes, contracted information technology services. Due to the additional responsibilities, Administrative Services Directors tend to demand higher compensation than Finance Directors. Therefore, in order to enhance interest and increase the number of qualified applicants, staff recommends removing oversight of the Personnel Division from the Director of Finance classification. Oversight of the Personnel Division will be remanded to the City Manager’s Office.

Director of Public Works Classification.

The City Council adopted a job specification for “Director of Public Works/City Engineer” in September 2017 that required an applicant be a registered Professional Civil Engineer in California in addition to possessing 10 years of public works experience. Due to this stringent requirement, as well as very competitive job market, particularly in the professional engineering field, there was a very limited number of applicants in the position as advertised.

In order to enhance interest and increase the number of qualified applicants, City Council approved modifying the job specifications in December 2017 to reflect only “Director of Public Works” duties, removed the requirement for registration as Professional Civil Engineer, and reduced the required minimum to five years of experience. The City Council also approved a ten percent (10%) “City Engineer” special pay if the Director of Public Works possessed the qualifications of a Professional Civil Engineer and performed the essential City Engineer duties and functions.

Consideration to Review the Director of Public Works Job Specification and Adopt a Resolution Approving a Revised Job Specification for the Director of FinancePage 3 of 3

Due to the impending vacancy of the Director of Public Works position, staff is requesting City Council review the existing job specification prior to recruitment, which is expected to begin in May 2019.

BUDGET IMPACT:

No additional budget impact is anticipated as there are no proposed changes to the current base salaries for either the Director of Finance or Director of Public Works classifications. The cost associated with printing job announcements and advertising both of these positions in Jobs Available and other professional/trade publications is expected to be less than \$500 per position. Funding for recruitment is included in the Personnel Division's budget.

CONCLUSION:

Approval of the revised job specifications and amendment of the FY 2017-2018 Salary Plan and Table of Organization are necessary to accurately reflect existing job requirements and recruitment needs.

ATTACHMENTS:

- A. Resolution No. 7910 with Exhibit "A" Revised Director of Finance Job Specification
- B. Director of Public Works Job Specification

ATTACHMENT “A”**RESOLUTION NO. 7910****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO.
4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF
SUPPLEMENT NO. 176 THERETO**

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 176 (Exhibit “A”) covering important and essential duties, job-related and essential qualifications for the following position and classification:

DIRECTOR OF FINANCE

Supplement No. 176 is hereby adopted and approved as the new official job classification and definition, prescribing important and essential duties, job-related and essential qualifications for the position and classification set forth above. Copies of Supplement No. 176 are now on file in the office of the City Clerk. Said Supplement No. 176 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

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

PASSED, APPROVED, AND ADOPTED this 2nd day of April, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 2nd day of April, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

JOB SPECIFICATION

CLASS TITLE

DIRECTOR OF FINANCE

ADOPTION

RESOLUTION NO. 7815	EFFECTIVE DATE 9/18/17
FLSA DESIGNATION EXEMPT	EMPLOYMENT AT-WILL

GENERAL PURPOSE

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

DISTINGUISHING CHARACTERISTICS

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

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

1. Plans, organizes, directs, controls, integrates and evaluates the work of the Finance Department; with management and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.
2. Directs and manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.
4. Directs and leads the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.
5. Directs and performs the analysis, development, implementation and monitoring of monthly and annual financial statements and schedules including the City Comprehensive Annual Financial Report (CAFR), operating and capital budgets, and enterprise fund statements.
6. Designs and implements an automated and integrated financial accounting system; organizes and administers effective accounts receivables and payables reporting and collection procedures; reviews and audits the City's financial transactions and cash management activities.
7. Develops and reviews reports of findings, alternatives and recommendations involving a broad range of complex revenue, financing and financial management issues; makes presentations to the City Council, commissions, departments, business and community organizations and federal, state and local governmental bodies regarding financing and fiscal status; communicates policies or procedures and resolves issues involving policy direction.
8. Develops strategies and approaches for evaluating revenue alternatives; directs the development of and recommends proposed utility and sewer rates/charges and City fees for service; attends and participates in public meetings and rate hearings; oversees the implementation of new rates following City Council approval.
9. Assists and advises the City Manager and City Treasurer on financing and investment issues and alternatives related to special projects including large economic development projects, City Redevelopment Successor Agency and Recognized Obligation Payment schedule; performs complex financial analyses and makes recommendations for deal structure and funding/financing options; develops strategies to minimize risk and financial exposure; manages City investment portfolios; ensures the identification, administration, payment, audit and compliance activities related to governmental and private grants.
10. Directs, supervises and oversees financial administration of City retirement programs; reviews, negotiates and implements benefits, investment and maintenance activities and related undertakings; serves as a member of the City's labor negotiation team and administers labor contracts after agreement is reached.
11. Directs, plans and coordinates technology system maintenance, upgrades and the installation, implementation and conversion to new applications and related hardware; recommends the selection of information technology maintenance contractors, hardware and software applications; administers

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

contracts and ensures conformance with contract terms and conditions.

12. Directs the department's policies and procedures development and implementation in compliance with federal, state and departmental rules and regulations; establishes and monitors administrative controls; directs audits of City financial records and reviews findings to ensure audit recommendations and financial controls are properly implemented.
13. Meets with officials and citizens on departmental matters; performs a variety of community outreach duties; acts as a department spokesperson to the media and directs departmental public information efforts.
14. Monitors and analyzes legal, technological and state procedural changes for impact on financial operations; recommends and implements any required financial operation changes; directs the revision and implementation of finance/accounting policies and procedures to comply with new legislation.
15. Represents the City in negotiations and interactions with the City Council, governmental agencies, audit firms, regulators, professional organizations and labor unions; serves as the City's representative to industry groups.
- ~~16. Directs, supervises and oversees administration of the Personnel Division.~~
17. May serve as Deputy City Manager as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Advanced governmental accounting theory, practices and financial statement preparation, as well as state and federal grants management and fund management.
2. Advanced principles, practices and techniques of grant development and administration including contract monitoring and financial/program reporting.
3. Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards and requirements applicable to public agencies.
4. Budgeting, internal control and audit principles and practices.
5. Principles, practices, laws and regulations governing the investment and management of public funds.
6. Federal, state and local laws, regulations and court decisions applicable to the financial administration of a public agency and payroll administration.
7. Administrative principles and methods including goal setting and long-range planning, program development and implementation, delegation and employee supervision.

MINIMUM QUALIFICATIONS

8. Principles and practices of labor management relations, including negotiation, contract administration techniques and the development of labor contracts.
9. Research methods and statistical analysis techniques.
10. Principles and practices of effective management and supervision with an organization-wide perspective.
11. Principles and practices of organization and culture change.
12. Principles and practices of sound business communications.
13. Safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Plan and direct the activities of a finance department.
2. Direct the development and/or analysis of plans, contracts and financial reporting.
3. Evaluate complex investment vehicles and strategies and make sound, prudent investment decisions that maximize financial return while safeguarding the City's assets.
4. Communicate tactfully, respectfully and effectively with the public, both orally and in writing, in a manner consistent with the department's policing and customer service policies.
5. Select, motivate and evaluate staff and provide for their training and professional development.
6. Define issues, analyze problems and complex issues, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
7. Develop and implement appropriate procedures and controls.
8. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
9. Understand, interpret, explain and apply applicable laws, codes and ordinances.
10. Represent the City effectively in dealings with other municipalities, community and business organizations, the media and the public.
11. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.
12. Establish and maintain effective working relationships with all those encountered in the course of work.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

EDUCATION, TRAINING AND EXPERIENCE:

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

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

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

License as a Certified Public Accountant is desirable.

PHYSICAL AND MENTAL DEMANDS

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

PHYSICAL DEMANDS

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

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

MENTAL DEMANDS

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

WORK ENVIRONMENT

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

JOB SPECIFICATION

CLASS TITLE

DIRECTOR OF PUBLIC WORKS

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

EXEMPT

EMPLOYMENT

AT-WILL

GENERAL PURPOSE

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

DISTINGUISHING CHARACTERISTICS

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

When designated as City Engineer as a result of having the necessary qualifications as a registered Professional Civil Engineer in the State of California, the incumbent will also assume the duties and responsibilities of a City Engineer, and will receive ten percent (10%) special assignment pay on top of his/her base salary.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

1. Plans, organizes, directs, controls, integrates and evaluates the work of the Public Works Department; with management and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.
2. Directs and manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and

ESSENTIAL DUTIES AND RESPONSIBILITIES

- provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.
3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.
 4. Directs and leads the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.
 5. Plans, organizes, coordinates and directs all City Public Works functions including planning and administering all aspects of the following: Public Works capital improvement projects; streets and sanitation, including construction and maintenance of streets, sidewalks, storm drains and lateral sewer lines; facilities maintenance for City buildings and grounds; parks, trees and landscape maintenance; installation and repair of electrical facilities such as street lighting, fire alarms, water equipment and communications systems; equipment maintenance for police vehicles, construction equipment, fleet vehicles and other motorized equipment; the planning, design, installation and maintenance of traffic signs, signals and markings, as well as water treatment and distribution.
 6. Functions as contract administrator and project manager for engineering and construction projects, directs and oversees the selection and management of consulting engineers, contracted design and support functions, environmental compliance processes, permitting, construction management and project management.
 7. Works closely with the City Manager, City Council, other City departments, other public and private organizations and agencies, and citizen groups in developing an integrated approach to solving problems, and in formulating programs and projects for implementation; represents the City in interactions and cooperative arrangements with citizens, other local governmental agencies and regional entities regarding capital improvement projects and other community issues involving multiple departments.
 8. Directs and monitors the City's compliance with regulatory, environmental and employee health and safety rules, regulations and laws; directs and oversees the preparation of analyses and recommendations to enhance water sources and uses, address water quality issues and protect environmental resources; participates in regional initiatives regarding current and emerging water issues.
 9. Through subordinate managers, directs the department's policies and procedures development and implementation in compliance with federal, state and departmental rules and regulations; establishes and monitors administrative controls and coordinates inspections to ensure conformance.

ESSENTIAL DUTIES AND RESPONSIBILITIES

10. Prepares City Council agenda reports/resolutions and makes presentations to the Council; responds to data requests and audits by state, federal and other agencies.
11. Represents the City in negotiations and interactions with the City Council, governmental agencies, audit firms, regulators and professional organizations; serves as the City's representative to industry groups.
12. May serve as a member of the City's management team with regard to collective bargaining negotiations with its employee units.
13. May serve as Deputy City Manager as assigned.

If designated as City Engineer, the following essential duties and responsibilities may be performed:

14. Directs the development of engineering designs, environmental documents, plans specifications and cost/budget estimates, and reviews project packages to ensure projects are safe, functional, constructible and cost effective, and are in compliance with regulatory requirements.
15. Oversees permit administration and inspection of all activities within the public right-of-way; manages development of complex engineering design and construction packages based on technical and economic feasibility of projects.
16. Directs and approves Public Works conditions for conditional use permits, variances, parcel and tract maps and master plans.
17. Manages, reviews and/or approves reports and records produced and provided by the Engineering Division to ensure accuracy and that projects are progressing as planned and on budget; works with staff, field personnel and others to resolve engineering and construction problems/conflicts to complete the capital improvement plan effectively while making optimal use of City resources.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Theories, principles, practices and techniques of civil engineering, including the planning, design, construction, contract management and inspection of municipal public works.
2. Theories, principles, practices and techniques of street maintenance, pavement management, equipment maintenance, storm drainage system maintenance, solid waste operations, water system maintenance, facilities maintenance, traffic signals, capital projects and public utilities.
3. Methods and techniques of traffic and transportation engineering.
4. Advanced principles, practices and techniques used in the analysis, evaluation, design, planning and project management of large construction, maintenance and repair projects.
5. Highly developed operational parameters of irrigation, drainage, water supply, flood control, highways,

MINIMUM QUALIFICATIONS

- water and sewage treatment, foundations, grading and bridges.
- 6. Information technology and computer capabilities applicable to assigned engineering functions, including geographical information systems (GIS) at an advanced user level.
- 7. Administrative principles and methods including goal setting and long-range planning, program development and implementation, delegation and employee supervision.
- 8. Federal, state and local laws, including Subdivision Map Act and California Environmental Quality Act, policies and directives applicable to areas of responsibility.
- 9. Principles, practices and methods of financing and budget development and implementation.
- 10. Research methods and statistical analysis techniques.
- 11. Principles and practices of effective management and supervision with an organization-wide perspective.
- 12. Principles and practices of organization and culture change.
- 13. Principles and practices of sound business communications.
- 14. City human resources policies and labor contract provisions.
- 15. Safety policies and safe work practices applicable to the work.

ABILITY TO:

- 1. Plan, direct, manage, coordinate and integrate the work of a department providing engineering, traffic engineering, land development, capital projects, maintenance, and water treatment and distribution.
- 2. Define complex management, fiscal, budget and strategic planning issues; perform difficult analyses and research, evaluate alternatives, and develop sound conclusions and recommendations.
- 3. Communicate tactfully, respectfully and effectively with the public, both orally and in writing, in a manner consistent with the department's customer service policies.
- 4. Provide effective leadership and coordinate the activities of a municipal organization.
- 5. Select, motivate and evaluate staff, and provide for their training and professional development.
- 6. Analyze and make sound recommendations on complex issues.
- 7. Develop and implement appropriate procedures and controls.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

8. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
9. Understand, interpret, explain and apply applicable laws, codes and ordinances.
10. Be approachable, diplomatic and politically astute, without being political.
11. Represent the City effectively in dealings with other municipalities, community and business organizations, the media and the public in a flexible and unbiased manner and with a high level of integrity.
12. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.
13. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is any equivalent combination of the following training and experience:

Graduation from an accredited four-year college or university with a major in civil engineering or a closely related field, and five (5) years of public works experience and three (3) years of management-level experience. A master's degree in business administration or public administration is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

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

Possession of a valid certificate of registration as a Professional Civil Engineer issued by the California State Licensing Board is highly desirable. Ten percent (10%) certification pay may be available upon verification.

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

PHYSICAL AND MENTAL DEMANDS

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

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms;

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

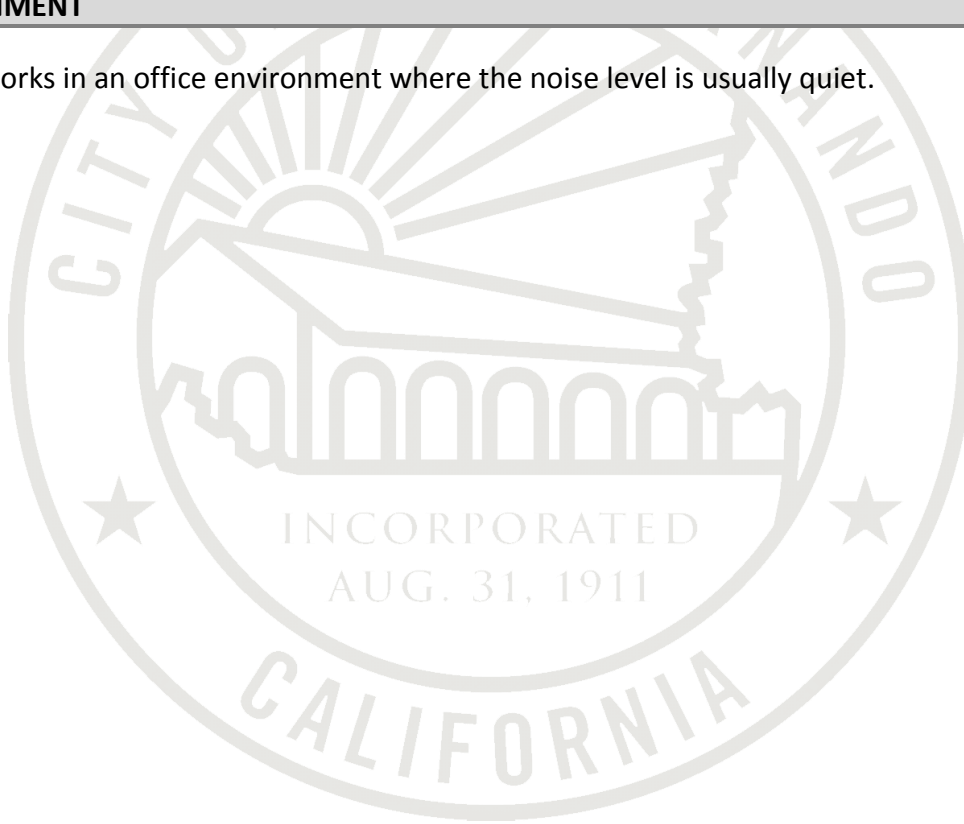
Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

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

WORK ENVIRONMENT

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





AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: April 2, 2019

Subject: Consideration to Review the Director of Public Works Job Specification and Adopt a Resolution Approving a Revised Job Specification for the Director of Finance

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7910 (Attachment "A") approving a revised job specification for the Director of Finance;
- b. Review the existing job specification for the Director of Public Works; and
- c. Authorize the City Manager to make non-substantive edits and execute all related documents as necessary.

BACKGROUND:

Director of Finance

1. In Fiscal Year (FY) 2015-2016, the City awarded a professional services agreement to Reward Strategy Group (RSG) to conduct a classification study and update all of the City's classifications.
2. On September 18, 2017, the City Council approved a new job specification for the Director of Finance based on the recommendation from the classification study.
3. On February 20, 2019, the incumbent Director of Finance was appointed as City Manager, which left a vacancy in the Director of Finance position.

Director of Public Works

4. On September 18, 2017, the City Council approved a new job specification for the Director of Public Works/City Engineer and directed staff to start recruitment for the position.

Consideration to Review the Director of Public Works Job Specification and Adopt a Resolution Approving a Revised Job Specification for the Director of FinancePage 2 of 3

5. On December 4, 2017, due to a lack of qualified applicants, the City Council approved Resolution No. 7829 modifying the “Director of Public Works/City Engineer” job specification to remove the requirement for registration as Professional Civil Engineer, reflect only “Director of Public Works” duties, and include a requirement for a minimum of five years of experience.
6. If the City is fortunate to successfully recruit someone with the Professional Civil Engineer qualifications, he/she may be designated as “City Engineer,” and be required to perform the essential engineering duties and functions, and shall receive a ten percent (10%) special pay on top of their base salary.

ANALYSIS:Director of Finance Classification.

The existing job specification for Director of Finance was adopted on September 18, 2017 and, for the most part, adequately reflects the current essential job duties and requirements of the position. However, the existing job specification includes oversight and administration of the Personnel Division.

Typically, a Director of Administrative Services oversees the finance, information technology and personnel functions while a Director of Finance typically only oversees finance and, sometimes, contracted information technology services. Due to the additional responsibilities, Administrative Services Directors tend to demand higher compensation than Finance Directors. Therefore, in order to enhance interest and increase the number of qualified applicants, staff recommends removing oversight of the Personnel Division from the Director of Finance classification. Oversight of the Personnel Division will be remanded to the City Manager’s Office.

Director of Public Works Classification.

The City Council adopted a job specification for “Director of Public Works/City Engineer” in September 2017 that required an applicant be a registered Professional Civil Engineer in California in addition to possessing 10 years of public works experience. Due to this stringent requirement, as well as very competitive job market, particularly in the professional engineering field, there was a very limited number of applicants in the position as advertised.

In order to enhance interest and increase the number of qualified applicants, City Council approved modifying the job specifications in December 2017 to reflect only “Director of Public Works” duties, removed the requirement for registration as Professional Civil Engineer, and reduced the required minimum to five years of experience. The City Council also approved a ten percent (10%) “City Engineer” special pay if the Director of Public Works possessed the qualifications of a Professional Civil Engineer and performed the essential City Engineer duties and functions.

Consideration to Review the Director of Public Works Job Specification and Adopt a Resolution Approving a Revised Job Specification for the Director of FinancePage 3 of 3

Due to the impending vacancy of the Director of Public Works position, staff is requesting City Council review the existing job specification prior to recruitment, which is expected to begin in May 2019.

BUDGET IMPACT:

No additional budget impact is anticipated as there are no proposed changes to the current base salaries for either the Director of Finance or Director of Public Works classifications. The cost associated with printing job announcements and advertising both of these positions in Jobs Available and other professional/trade publications is expected to be less than \$500 per position. Funding for recruitment is included in the Personnel Division's budget.

CONCLUSION:

Approval of the revised job specifications and amendment of the FY 2017-2018 Salary Plan and Table of Organization are necessary to accurately reflect existing job requirements and recruitment needs.

ATTACHMENTS:

- A. Resolution No. 7910 with Exhibit "A" Revised Director of Finance Job Specification
- B. Director of Public Works Job Specification

ATTACHMENT “A”**RESOLUTION NO. 7910****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO.
4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF
SUPPLEMENT NO. 176 THERETO**

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 176 (Exhibit “A”) covering important and essential duties, job-related and essential qualifications for the following position and classification:

DIRECTOR OF FINANCE

Supplement No. 176 is hereby adopted and approved as the new official job classification and definition, prescribing important and essential duties, job-related and essential qualifications for the position and classification set forth above. Copies of Supplement No. 176 are now on file in the office of the City Clerk. Said Supplement No. 176 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

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

PASSED, APPROVED, AND ADOPTED this 2nd day of April, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 2nd day of April, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

JOB SPECIFICATION

CLASS TITLE

DIRECTOR OF FINANCE

ADOPTION

RESOLUTION NO. 7815	EFFECTIVE DATE 9/18/17
FLSA DESIGNATION EXEMPT	EMPLOYMENT AT-WILL

GENERAL PURPOSE

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

DISTINGUISHING CHARACTERISTICS

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

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

1. Plans, organizes, directs, controls, integrates and evaluates the work of the Finance Department; with management and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.
2. Directs and manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.
4. Directs and leads the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.
5. Directs and performs the analysis, development, implementation and monitoring of monthly and annual financial statements and schedules including the City Comprehensive Annual Financial Report (CAFR), operating and capital budgets, and enterprise fund statements.
6. Designs and implements an automated and integrated financial accounting system; organizes and administers effective accounts receivables and payables reporting and collection procedures; reviews and audits the City's financial transactions and cash management activities.
7. Develops and reviews reports of findings, alternatives and recommendations involving a broad range of complex revenue, financing and financial management issues; makes presentations to the City Council, commissions, departments, business and community organizations and federal, state and local governmental bodies regarding financing and fiscal status; communicates policies or procedures and resolves issues involving policy direction.
8. Develops strategies and approaches for evaluating revenue alternatives; directs the development of and recommends proposed utility and sewer rates/charges and City fees for service; attends and participates in public meetings and rate hearings; oversees the implementation of new rates following City Council approval.
9. Assists and advises the City Manager and City Treasurer on financing and investment issues and alternatives related to special projects including large economic development projects, City Redevelopment Successor Agency and Recognized Obligation Payment schedule; performs complex financial analyses and makes recommendations for deal structure and funding/financing options; develops strategies to minimize risk and financial exposure; manages City investment portfolios; ensures the identification, administration, payment, audit and compliance activities related to governmental and private grants.
10. Directs, supervises and oversees financial administration of City retirement programs; reviews, negotiates and implements benefits, investment and maintenance activities and related undertakings; serves as a member of the City's labor negotiation team and administers labor contracts after agreement is reached.
11. Directs, plans and coordinates technology system maintenance, upgrades and the installation, implementation and conversion to new applications and related hardware; recommends the selection of information technology maintenance contractors, hardware and software applications; administers

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

contracts and ensures conformance with contract terms and conditions.

12. Directs the department's policies and procedures development and implementation in compliance with federal, state and departmental rules and regulations; establishes and monitors administrative controls; directs audits of City financial records and reviews findings to ensure audit recommendations and financial controls are properly implemented.
13. Meets with officials and citizens on departmental matters; performs a variety of community outreach duties; acts as a department spokesperson to the media and directs departmental public information efforts.
14. Monitors and analyzes legal, technological and state procedural changes for impact on financial operations; recommends and implements any required financial operation changes; directs the revision and implementation of finance/accounting policies and procedures to comply with new legislation.
15. Represents the City in negotiations and interactions with the City Council, governmental agencies, audit firms, regulators, professional organizations and labor unions; serves as the City's representative to industry groups.
- ~~16. Directs, supervises and oversees administration of the Personnel Division.~~
17. May serve as Deputy City Manager as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Advanced governmental accounting theory, practices and financial statement preparation, as well as state and federal grants management and fund management.
2. Advanced principles, practices and techniques of grant development and administration including contract monitoring and financial/program reporting.
3. Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards and requirements applicable to public agencies.
4. Budgeting, internal control and audit principles and practices.
5. Principles, practices, laws and regulations governing the investment and management of public funds.
6. Federal, state and local laws, regulations and court decisions applicable to the financial administration of a public agency and payroll administration.
7. Administrative principles and methods including goal setting and long-range planning, program development and implementation, delegation and employee supervision.

MINIMUM QUALIFICATIONS

8. Principles and practices of labor management relations, including negotiation, contract administration techniques and the development of labor contracts.
9. Research methods and statistical analysis techniques.
10. Principles and practices of effective management and supervision with an organization-wide perspective.
11. Principles and practices of organization and culture change.
12. Principles and practices of sound business communications.
13. Safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Plan and direct the activities of a finance department.
2. Direct the development and/or analysis of plans, contracts and financial reporting.
3. Evaluate complex investment vehicles and strategies and make sound, prudent investment decisions that maximize financial return while safeguarding the City's assets.
4. Communicate tactfully, respectfully and effectively with the public, both orally and in writing, in a manner consistent with the department's policing and customer service policies.
5. Select, motivate and evaluate staff and provide for their training and professional development.
6. Define issues, analyze problems and complex issues, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
7. Develop and implement appropriate procedures and controls.
8. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
9. Understand, interpret, explain and apply applicable laws, codes and ordinances.
10. Represent the City effectively in dealings with other municipalities, community and business organizations, the media and the public.
11. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.
12. Establish and maintain effective working relationships with all those encountered in the course of work.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

EDUCATION, TRAINING AND EXPERIENCE:

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

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

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

License as a Certified Public Accountant is desirable.

PHYSICAL AND MENTAL DEMANDS

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

PHYSICAL DEMANDS

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

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

MENTAL DEMANDS

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

WORK ENVIRONMENT

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

JOB SPECIFICATION

CLASS TITLE

DIRECTOR OF PUBLIC WORKS

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

EXEMPT

EMPLOYMENT

AT-WILL

GENERAL PURPOSE

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

DISTINGUISHING CHARACTERISTICS

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

When designated as City Engineer as a result of having the necessary qualifications as a registered Professional Civil Engineer in the State of California, the incumbent will also assume the duties and responsibilities of a City Engineer, and will receive ten percent (10%) special assignment pay on top of his/her base salary.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

1. Plans, organizes, directs, controls, integrates and evaluates the work of the Public Works Department; with management and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.
2. Directs and manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and

ESSENTIAL DUTIES AND RESPONSIBILITIES

- provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.
3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.
 4. Directs and leads the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.
 5. Plans, organizes, coordinates and directs all City Public Works functions including planning and administering all aspects of the following: Public Works capital improvement projects; streets and sanitation, including construction and maintenance of streets, sidewalks, storm drains and lateral sewer lines; facilities maintenance for City buildings and grounds; parks, trees and landscape maintenance; installation and repair of electrical facilities such as street lighting, fire alarms, water equipment and communications systems; equipment maintenance for police vehicles, construction equipment, fleet vehicles and other motorized equipment; the planning, design, installation and maintenance of traffic signs, signals and markings, as well as water treatment and distribution.
 6. Functions as contract administrator and project manager for engineering and construction projects, directs and oversees the selection and management of consulting engineers, contracted design and support functions, environmental compliance processes, permitting, construction management and project management.
 7. Works closely with the City Manager, City Council, other City departments, other public and private organizations and agencies, and citizen groups in developing an integrated approach to solving problems, and in formulating programs and projects for implementation; represents the City in interactions and cooperative arrangements with citizens, other local governmental agencies and regional entities regarding capital improvement projects and other community issues involving multiple departments.
 8. Directs and monitors the City's compliance with regulatory, environmental and employee health and safety rules, regulations and laws; directs and oversees the preparation of analyses and recommendations to enhance water sources and uses, address water quality issues and protect environmental resources; participates in regional initiatives regarding current and emerging water issues.
 9. Through subordinate managers, directs the department's policies and procedures development and implementation in compliance with federal, state and departmental rules and regulations; establishes and monitors administrative controls and coordinates inspections to ensure conformance.

ESSENTIAL DUTIES AND RESPONSIBILITIES

10. Prepares City Council agenda reports/resolutions and makes presentations to the Council; responds to data requests and audits by state, federal and other agencies.
11. Represents the City in negotiations and interactions with the City Council, governmental agencies, audit firms, regulators and professional organizations; serves as the City's representative to industry groups.
12. May serve as a member of the City's management team with regard to collective bargaining negotiations with its employee units.
13. May serve as Deputy City Manager as assigned.

If designated as City Engineer, the following essential duties and responsibilities may be performed:

14. Directs the development of engineering designs, environmental documents, plans specifications and cost/budget estimates, and reviews project packages to ensure projects are safe, functional, constructible and cost effective, and are in compliance with regulatory requirements.
15. Oversees permit administration and inspection of all activities within the public right-of-way; manages development of complex engineering design and construction packages based on technical and economic feasibility of projects.
16. Directs and approves Public Works conditions for conditional use permits, variances, parcel and tract maps and master plans.
17. Manages, reviews and/or approves reports and records produced and provided by the Engineering Division to ensure accuracy and that projects are progressing as planned and on budget; works with staff, field personnel and others to resolve engineering and construction problems/conflicts to complete the capital improvement plan effectively while making optimal use of City resources.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Theories, principles, practices and techniques of civil engineering, including the planning, design, construction, contract management and inspection of municipal public works.
2. Theories, principles, practices and techniques of street maintenance, pavement management, equipment maintenance, storm drainage system maintenance, solid waste operations, water system maintenance, facilities maintenance, traffic signals, capital projects and public utilities.
3. Methods and techniques of traffic and transportation engineering.
4. Advanced principles, practices and techniques used in the analysis, evaluation, design, planning and project management of large construction, maintenance and repair projects.
5. Highly developed operational parameters of irrigation, drainage, water supply, flood control, highways,

MINIMUM QUALIFICATIONS

- water and sewage treatment, foundations, grading and bridges.
- 6. Information technology and computer capabilities applicable to assigned engineering functions, including geographical information systems (GIS) at an advanced user level.
- 7. Administrative principles and methods including goal setting and long-range planning, program development and implementation, delegation and employee supervision.
- 8. Federal, state and local laws, including Subdivision Map Act and California Environmental Quality Act, policies and directives applicable to areas of responsibility.
- 9. Principles, practices and methods of financing and budget development and implementation.
- 10. Research methods and statistical analysis techniques.
- 11. Principles and practices of effective management and supervision with an organization-wide perspective.
- 12. Principles and practices of organization and culture change.
- 13. Principles and practices of sound business communications.
- 14. City human resources policies and labor contract provisions.
- 15. Safety policies and safe work practices applicable to the work.

ABILITY TO:

- 1. Plan, direct, manage, coordinate and integrate the work of a department providing engineering, traffic engineering, land development, capital projects, maintenance, and water treatment and distribution.
- 2. Define complex management, fiscal, budget and strategic planning issues; perform difficult analyses and research, evaluate alternatives, and develop sound conclusions and recommendations.
- 3. Communicate tactfully, respectfully and effectively with the public, both orally and in writing, in a manner consistent with the department's customer service policies.
- 4. Provide effective leadership and coordinate the activities of a municipal organization.
- 5. Select, motivate and evaluate staff, and provide for their training and professional development.
- 6. Analyze and make sound recommendations on complex issues.
- 7. Develop and implement appropriate procedures and controls.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

8. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
9. Understand, interpret, explain and apply applicable laws, codes and ordinances.
10. Be approachable, diplomatic and politically astute, without being political.
11. Represent the City effectively in dealings with other municipalities, community and business organizations, the media and the public in a flexible and unbiased manner and with a high level of integrity.
12. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.
13. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is any equivalent combination of the following training and experience:

Graduation from an accredited four-year college or university with a major in civil engineering or a closely related field, and five (5) years of public works experience and three (3) years of management-level experience. A master's degree in business administration or public administration is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

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

Possession of a valid certificate of registration as a Professional Civil Engineer issued by the California State Licensing Board is highly desirable. Ten percent (10%) certification pay may be available upon verification.

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

PHYSICAL AND MENTAL DEMANDS

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

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms;

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

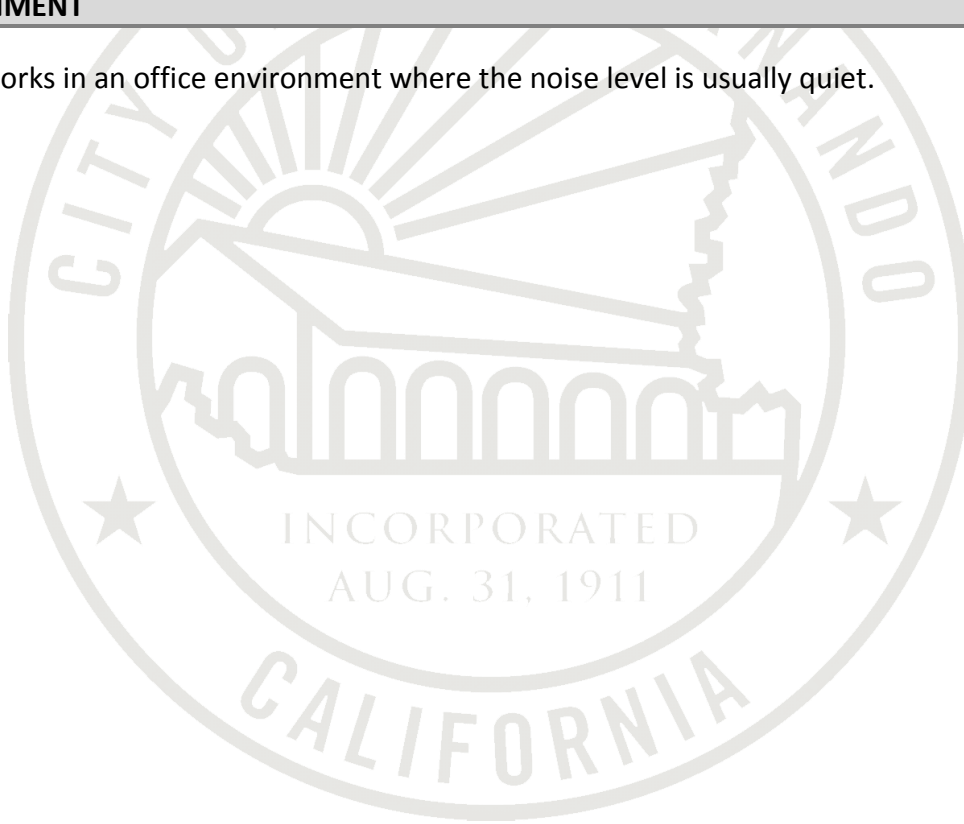
Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

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

WORK ENVIRONMENT

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



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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Robert C. Gonzales

Date: April 2, 2019

Subject: Consideration to Adopt a Resolution Declaring April as Sexual Assault Awareness Month and April 24, 2019 as Denim Day

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7908 (Attachment "A") declaring April as Sexual Assault Awareness Month and April 24, 2019 as Denim Day; and
- b. Approve including an annual resolution declaring April as Sexual Assault Awareness Month and one Wednesday in April as Denim Day on the City Council Consent Agenda.

BACKGROUND/ANALYSIS:

Sexual Assault Awareness Month (SAAM).

1. The National Sexual Violence Resource Center (NSVRC) is the leading nonprofit in providing information and tools to prevent and respond to sexual violence. NSVRC translates research and trends into best practices that help individuals, communities and service providers achieve real and lasting change.
2. In 2001, NSVRC established Sexual Assault Awareness Month (SAAM), a campaign to educate and engage the public in addressing this widespread issue.
3. The goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it. Rape, sexual assault, and sexual harassment harm our community, and statistics show that one in five women and one in 67 men will be raped at some point in their lives.¹ Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before the age

¹ Smith et al., 2017

Consideration to Adopt a Resolution Declaring April as Sexual Assault Awareness Month and April 24, 2019 as Denim DayPage 2 of 3

of 18.² On campus, one in five women and one in 16 men are sexually assaulted during their time in college.³

4. The theme of this year's SAAM campaign is "I Ask" and champions the power of asking for consent – whether it be asking to hold someone's hand, for permission to share personal information with others, or if a partner is interested in sex. Consent is a clear, concrete example of what it takes to end sexual harassment, abuse, an assault. The goal of the campaign is to empower everyone to put consent into practice. I Ask is the statement by which individuals will demonstrate that asking for consent is a healthy, normal, and necessary part of everyday interactions.

Denim Day.

1. In 1999, Peace Over Violence established the Denim Day campaign to honor SAAM on a Wednesday in April.
2. The campaign began after a ruling by the Italian Supreme Court where a rape conviction was overturned because the justices felt that since the victim was wearing tight jeans she must have helped the person who raped her remove her jeans, thereby implying consent. The following day, the women in the Italian Parliament came to work wearing jeans in solidarity with the victim.
3. Peace Over Violence developed the Denim Day campaign in response to this case and the activism surrounding it. Since then, wearing jeans on Denim Day has become a symbol of protest against erroneous and destructive attitudes about sexual harassment, abuse, assault and rape.

BUDGET IMPACT:

There is minimal budget impact associated by adopting this resolution and preparing the related proclamation.

CONCLUSION:

Each year advocates and communities across the country take action to prevent sexual violence. In an effort to send a powerful message, heighten awareness and dispel myths about sexual violence, harassment, assault and rape, I would ask that the City Council adopt the

² Dube et al., 2005

³ Krebs, Lindquist, Warner, Fisher, & Martin, 2007

Consideration to Adopt a Resolution Declaring April as Sexual Assault Awareness Month and April 24, 2019 as Denim DayPage 3 of 3

attached resolution and authorize staff to issue a proclamation (Attachment "B") declaring April as Sexual Assault Awareness Month and April 24, 2019 as Denim Day.

ATTACHMENTS:

- A. Resolution No. 7908
- B. Proclamation

ATTACHMENT "A"**RESOLUTION NO. 7908****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, DESIGNATING APRIL AS
SEXUAL ASSAULT AWARENESS MONTH AND APRIL 24, 2019
AS DENIM DAY**

WHEREAS, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in the San Fernando community; and

WHEREAS, the goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show that one in five women and one in 67 men will be raped at some point in their lives; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before the age of 18;

WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college; and

WHEREAS, the theme of this year's SAAM campaign is "I Ask" and champions the power of asking for consent – whether it be asking to hold someone's hand, for permission to share personal information with others, or if a partner is interested in sex. Consent is a clear, concrete example of what it takes to end sexual harassment, abuse, an assault. The goal of the campaign is to empower everyone to put consent into practice. I Ask is the statement by which individuals will demonstrate that asking for consent is a healthy, normal, and necessary part of everyday interactions; and

WHEREAS, for the past 20 years, Peace Over Violence has run its Denim Day campaign on a Wednesday in April to honor SAAM;

WHEREAS, the campaign began after a ruling by the Italian Supreme Court where a rape conviction was overturned because the justices felt that since the victim was wearing tight jeans she must have helped the person who raped her remove her jeans, thereby implying consent. The following day, the women in the Italian Parliament came to work wearing jeans in solidarity with the victim; and

WHEREAS, Peace Over Violence developed the Denim Day campaign in response to this case and the activism surrounding it. Since then, wearing jeans on Denim Day has become a symbol of protest against erroneous and destructive attitudes about sexual harassment, abuse, assault and rape.

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

SECTION 1. The representations set forth in the Recitals above, are true and correct.

SECTION 2. That by adoption of this Resolution, the City of San Fernando declares April as Sexual Assault Awareness Month and joins advocates and communities across the country in taking action to prevent sexual violence.

SECTION 3. That by adoption of this Resolution, the City of San Fernando declares April 24, 2019 as Denim Day and calls upon community members, elected officials, businesses and students to make a social statement with their fashion statement by wearing jeans on this day as a visible means of protest against the misconceptions that surround sexual violence.

PASSED, APPROVED, AND ADOPTED this 2nd day of April, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 2nd day of April, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



Proclamation

SEXUAL ASSAULT
AWARENESS MONTH
April 2019

& DENIM DAY
April 24, 2019

WHEREAS, the National Sexual Violence Resource Center has declared April as "Sexual Assault Awareness Month" and Peace Over Violence has declared April 24, 2019 as "Denim Day" in Los Angeles County;

WHEREAS, both campaigns are intended to draw attention to the fact that sexual violence remains a serious issue in our society and harmful attitudes about all forms of sexual violence allow these issues to persist and allow victim/survivors to be re-victimized;

WHEREAS, sexual harassment is part of a continuum of violence whose damaging effects are felt throughout our culture;

WHEREAS, "Sexual Assault Awareness Month" and "Denim Day" were also instituted to call attention to misconceptions and misinformation about sexual violence, and the problem that many in society remain disturbingly uninformed with respect to issues of sexual harassment, assault, abuse, and rape;

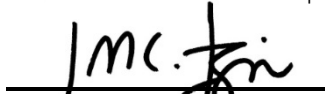
WHEREAS, rape, sexual assault, and sexual harassment harm our community and statistics show that one in six boys and one in four girls will experience sexual assault before the age of 18, one in five women and one in 16 men are sexually assaulted during their time in college; and one in five women and one in 67 men will be raped at some point in their lives;


WHEREAS, with proper education on the matter and comprehensive prevention projects, sexual violence and its unfair and traumatizing effects are preventable.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM APRIL 2019 AS SEXUAL ASSAULT AWARENESS MONTH and designates April 24, 2019 as DENIM DAY in the City of San Fernando, and urges all citizens to wear jeans on April 24, 2019 to help communicate the message that there is no excuse and never an invitation to harass, abuse, assault, or rape.




ROBERT C. GONZALES
COUNCILMEMBER


JOEL FAJARDO
MAYOR


ANTONIO LOPEZ
COUNCILMEMBER


SYLVIA BALLIN
VICE MAYOR


HECTOR A. PACHECO
COUNCILMEMBER

April 2, 2019

THE CITY OF
SAN FERNANDO

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AGENDA REPORT

To: Councilmembers

From: Mayor Joel Fajardo and Vice Mayor Sylvia Ballin

Date: April 2, 2019

Subject: Discussion of City Council Procedural Manual, Policies and Procedures

RECOMMENDATION:

We have placed this item on the agenda to discuss proposed changes to the City Council Procedural Manual (Attachment "A"), policies and procedures, and to provide staff with appropriate direction to bring back a resolution and policies.

BACKGROUND:

On March 26, 2019, Mayor Fajardo and Vice Mayor Ballin met with City Manager Nick Kimball and City Clerk Elena G. Chávez to discuss the Procedural Manual, and policies pertaining to City Council Contacts (Attachment "B") and Attorney Services (Attachment "C"). The attached documents include suggested changes.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENTS:

- a. Procedural Manual
- b. Policy – City Council Contacts
- c. Policy – City Attorney Services



PROCEDURAL MANUAL

CITY COUNCIL OF THE CITY OF SAN FERNANDO

Adopted:	July 3, 1995	Resolution No. 6434
Amended:	March 16, 1998	Resolution No. 6604
	August 7, 2000	Resolution No. 6743
	July 21, 2003	Ordinance No. 1543
	July 20, 2009	Resolution No. 7328
	December 7, 2009	Resolution No. 7346
	May 3, 2010	Resolution No. 7376
	September 19, 2011	Resolution No. 7454
	May 4, 2015	Resolution No. 7664
	October 19, 2015	Resolution No. 7704
	May 7, 2018	Resolution No. 7850
	August 20, 2018	Resolution No. 7883
	March 18, 2019	Resolution No. 7907

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15.1	Authorized Use of Letterhead	<u>24</u>	Deleted: 23
15.2	Unauthorized Use of Official Letterhead or Other Official Stationery	<u>25</u>	Deleted: 23
15.3	Preparation of Communications Using Official Letterhead or Other Official Stationery	<u>25</u>	Deleted: 24
15.4	Counterfeit Letterhead or Stationery	<u>26</u>	Deleted: 24
15.5	Definitions	<u>26</u>	Deleted: 25
16.	STATEMENTS OF ECONOMIC INTEREST	<u>24</u>	Deleted: 25
16.1	Form 700 Overview	<u>24</u>	Deleted: 2
16.2	Timely Submission of Annual Statements of Economic Interest	<u>25</u>	Deleted: 25
16.3	Review by City Clerk and City Attorney	<u>25</u>	Deleted: 26

PREAMBLE

These rules are enacted pursuant to Government Code Section 36813 to provide decorum and order at City Council meetings and to promote the efficient conduct of those meetings. The rules govern the procedures of the City Council itself and the conduct of individual Councilmembers. It is also intended that the rules govern the conduct of City staff and members of the public who attend City Council meetings. In the event of a conflict between these rules of procedures and any provision of State or Federal law, including but not limited to the Ralph M. Brown Act codified at Section 54950 et seq. of the California Government Code, the State or Federal law controls.

The source for many guidelines is set forth beneath the text of the section.

Because circumstances may differ from one meeting to the next, these rules are intended as guidelines, and are not inflexible rules. Accordingly, they may be waived at any meeting, by Motion, in accordance with Robert's Rules of Order.

1. MEETINGS

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 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.

1.2 ADJOURNED MEETINGS

Any meeting may be adjourned to a time, place and date certain, but not beyond the next regular meeting.

1.3 SPECIAL MEETINGS

Special meetings may be called at any time by the Mayor or three members of the City Council by a written notice as outlined in Section 1.4 below. Only matters contained in the notice may be considered.

1.4 NOTICE OF MEETINGS

Notice of regular meetings are to be posted with the Agenda in the manner provided for in Section 2.3 and in accordance with State law. Mailed or ~~hand-delivered~~ notice is required for all special meetings and for all meetings adjourned by the City Clerk, and are delivered personally, by mail or email, at least 24 hours before the time of the meeting to each member of the City Council, and to each local newspaper of general circulation, radio or television station requesting notice in writing. Notice of all adjourned meetings shall be posted. (Government Code Section 54954.1, 54952.2 and 54956)

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1.5 MEETINGS TO BE PUBLIC

All regular, adjourned, and special meetings of the City Council shall be open to the public; provided, however, the City Council may hold closed sessions for purposes outlined in the following section. (Government Code Section 54953)

1.6 CLOSED SESSIONS - MATTERS OF DISCUSSION

The City Council may hold closed sessions, from which the public may be excluded, for consideration of any item for which closed sessions are permitted by State law. The following subjects are typically conducted in closed session:

- a. LICENSE/PERMIT DETERMINATION (Government Code Section 54956.7)
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)
- c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9, Subdivision (a) of Section 54956.9)
- d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Subdivision (b) of Section 54956.9)
- e. LIABILITY CLAIMS (Government Code Section 54956.95)
- f. THREAT TO PUBLIC SERVICE OR FACILITIES (Government Code Section 54957)

- g. PUBLIC EMPLOYEE APPOINTMENT (Government Code Sections 54957 and 54957.6)
 - i. PUBLIC EMPLOYMENT
 - ii. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - iii. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
 - iv. CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)
- h. CASE REVIEW/PLANNING (Government Code Section 54957.8)
- i. REPORT INVOLVING TRADE SECRET (Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code)
- j. Any other purpose specifically authorized by law.

The City Council shall publicly report at the public meeting during which the closed session is held any action taken and the roll call vote thereon, unless a late time is permitted for such report. In no case shall the report be delayed later than the next regular meeting of the City Council.

1.7 CLOSED SESSIONS CONFIDENTIALITY

All matters discussed during closed sessions shall be private and confidential. The disclosure by any person of the topics or details of such matters is prohibited, except by the City Attorney who is designated to make any disclosures required by State law.

1.8 QUORUM

A majority of the City Council shall be sufficient to do business and motions may be passed 2 - 1 if only three attend. However, the following matters require three affirmative votes:

- a. Adoption of Ordinance (with the exception of urgency ordinance, which require four affirmative votes).
- b. Adoption of Resolutions or orders for the payment of money (with the exemption of specific types of Resolutions that require four affirmative votes as mandated by State law).

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1.9 ATTENDANCE

If a Councilmember is absent from all regular and special meetings of the City Council for a period of 60 days consecutively from and after the last regular City Council meeting attended by such member, unless by permission of the City Council expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be an elector of the City, his office shall become immediately vacant and shall be so declared by the City Council. (Government Code Section 36513)

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2. AGENDA PROCEDURES AND ORDER OF BUSINESS

2.1 AGENDA

The order of business of each City Council meeting shall be as contained in the Agenda prepared by the City Manager. The City Council shall follow the order of business as outlined in the prepared Agenda. Items may be taken out of order by the Presiding Officer or by majority consent of the City Council.

The Agenda for all regular meetings, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the meeting (usually on Thursday of the prior week) at the City Clerk's office.

The Agenda may be amended in accordance with State law, prior to any meeting.

2.2 AGENDA DEADLINE

- a. A citizen requesting to place an item on a City Council agenda may submit a written request at any time to the City Council (or any Councilmember). The request may also be made during the public comment portion of a City Council meeting.

Items raised by the public during public comment, may be referred to staff by the City Council for follow up and possible placement on a future agenda for formal action.

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A Councilmember wishing to sponsor a citizen request may place the item on an upcoming agenda under the heading "Administrative Reports."

- b. When a member of the City Council wishes to have an item placed on an agenda of an upcoming City Council meeting, the following procedures shall be followed:

- i. The member wishing to have an item placed on an agenda for an upcoming meeting shall provide the City Clerk with an agenda report that provides a general description of the item, the desired action and includes any other relevant written materials or information which the member would like to have considered at the meeting. The agenda report and any other supplementary material must be submitted to the City Clerk by 12:00 p.m. the Wednesday preceding the City Council meeting. Except as provided in paragraph b.ii. of this Section 2.2, all items requested to be placed on an agenda by a Councilmember shall appear on the agenda for discussion and action. No items, however, shall be placed on the agenda without an agenda report.
- ii. Items that have been previously agendized, discussed and determined by action of the City Council are discouraged from being placed on the agenda for an upcoming meeting by a Councilmember unless the Councilmember can demonstrate a change of circumstances pertaining to the item or present new information of substantial importance that was not known at the time previous City Council action occurred. In such case, the Councilmember must follow the procedures set forth in paragraph b.i above and include in the agenda report the reason for reconsideration of the item, i.e., changed circumstances, new information, etc., with supporting information. The item shall be tentatively placed on the agenda as a repeat item under the heading "Administrative Reports." The repeat item, however, shall not be discussed nor acted upon by the City Council unless the repeat item is first approved for discussion as set forth in Section 2.5.

2.3 POSTING OF NOTICE AND AGENDA

Copies of the Notice and Agenda shall be delivered and posted in accordance with State law.

- a. Location of Posting – Notices and Agendas shall be posted at the following locations:
 - i. Bulletin board at City Hall, 117 Macneil Street, San Fernando, California, 91340; and
 - ii. City's website: www.sfcity.org.

2.4 ROLL CALL

A roll call of Councilmembers shall be held at the beginning of each City Council meeting by the City Clerk, who shall enter the names of those present in the minutes.

2.5 APPROVAL OF AGENDA

The agenda shall include an item entitled "Approval of Agenda" to occur immediately after "roll call." During the "Approval of Agenda" portion of the meeting, the City Council shall determine whether to consider repeat items submitted by Councilmembers pursuant to paragraph b.2. of Section 2.2. A Councilmember may make a motion to approve the agenda as presented or make a motion to approve the agenda with the elimination of the repeat item(s) tentatively placed on the agenda under the heading "Administrative Report". If the agenda is approved as presented, the request to consider a repeat item is deemed approved and discussion and action on that item may occur during City Council items.

2.6 APPROVAL OF CONSENT CALENDAR

Consent Calendar includes agenda items that are non-controversial or routine in nature, or have been previously discussed at length and there is group consensus. These items are grouped together and voted on in one motion. Any Councilmember may request that an item on the Consent Calendar be removed to be discussed and considered separately.

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

If the Consent Calendar includes second reading and adoption of an Ordinance, the motion to approved the consent calendar shall include a statement that the City Council waive full reading and adopt the ordinance by title only.

2.7 APPROVAL OF MINUTES

Unless the reading of the minutes of the previous Council meeting is requested by a majority of the City Council, such minutes may be approved without reading if the Clerk has previously furnished each Councilmember with a copy thereof.

2.8 PUBLIC HEARINGS

The following procedure for conducting public hearings should be followed:

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a. Precede the hearing by a statement from the Presiding Officer setting forth the nature of the public hearing and the rules for addressing the City Council as set forth in Section 5.

b. The Presiding Officer declares the public hearing open.

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c. At the direction of the City Manager, the appropriate staff member presents the staff report and recommendations.

d. The Presiding Officer calls for public testimony.

e. Councilmembers should refrain from asking questions or in any way interfering with the "audience participation" portion of the public hearing.

f. After the Mayor has declared that the "audience participation" portion of the hearing has been concluded, Councilmembers may ask questions and the audience will be precluded from participation other than to answer questions asked or to rebut new evidence introduced.

g. The Presiding Officer shall ask for a motion to declare the public hearing closed.

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g. The City Council shall vote on the motion to close the public hearing.
The City Council shall discuss the matter.

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i. Following City Council discussions on the motion or any amendments, the Presiding Officer shall ask for a motion for or against the subject at hand.

2.9 PUBLIC HEARING ITEMS

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The following are typical items which require the holding of a public hearing by the City Council prior to formal action:

- a. Abandonment of Streets
(Amendments to Fees and Areas of Benefit)
- b. Amendments to the Zoning and Ordinances which are Site Specific
- c. Budget Adoption
- d. Conditional Use Permit Appeals
- e. Franchises, Granting of
- f. General Plan Amendments
- g. Grant/Fund Applications When Federal/State Regulations so Mandate

- h. Housing and Community Development Act Funds
- i. Moratorium Extensions
- j. Thoroughfare Improvements
- k. Underground Utility Districts, Establishment of
- l. Vehicle Code Enforcement on Private Streets
- m. Zoning Map Changes
- n. Zone Variance Appeals

Other typical items may come before the City Council from time to time, for which State or Federal laws require the holding of a public hearing. In addition, the City Council may call for a public hearing for other items.

2.10 NON-AGENDA ITEMS

No matters other than those appearing on the posted agenda shall be acted upon by the City Council except in accordance with the procedures set forth in the Ralph M. Brown Act, codified at Section 54950 et seq. of the California Government Code. Any request to place a matter of business on a future agenda must be made in accordance with paragraph b of Section 2.2.

A proposal to create an Ad Hoc Committee for a matter or topic not directly related to the City Council's consideration and deliberation of an agenda item must be agendaized at a future meeting date before final action to create the Ad Hoc committee and to appoint its members can be taken.

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2.11 ADJOURNMENT

To allow clarification of the record, a motion to adjourn a meeting to the next regular meeting should specify this. A motion to adjourn to an adjourned meeting shall specify the date, time and place of said adjourned meeting.

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3. PRESIDING OFFICER

3.1 PRESIDING OFFICER

The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the

Mayor and Vice Mayor, the City Council shall elect a temporary Presiding Officer to serve until the arrival of the Mayor or Vice Mayor or until adjournment.

3.2 CALL TO ORDER

The meeting of the City Council shall be called to order by the Mayor or if the Mayor is absent, the Vice Mayor. In the absence of both the Mayor and the Vice Mayor, the meeting shall be called to order by the City Clerk, whereupon the City Clerk shall immediately call for the selection of a temporary Presiding Officer. In the absence of a quorum of three (3) Councilmembers, the City Clerk shall call the meeting to order and declare the same adjourned to a stated day and hour.

3.3 PARTICIPATION OF PRESIDING OFFICER

The Presiding Officer is primarily responsible for the conduct of the meeting; however, may move, second and debate from the Chair, subject only to such limitations of debate as are imposed on all Councilmembers, and shall not be deprived of any of the rights and privileges of a Councilmember by reason of being the Presiding Officer.

3.4 QUESTION OR MOTION TO BE STATED

The Presiding Officer may verbally restate each question immediately prior to calling for the vote. Following the vote, the Presiding Officer (or City Clerk) shall announce whether the question was carried or defeated, and may summarize the action taken by the City Council before proceeding to the next item of business.

3.5 SIGNING OF DOCUMENTS:

The Mayor shall sign ordinances, resolutions and contracts approved by the City Council. In the absence of the Mayor, the Vice Mayor shall sign all such documents as have been adopted and approved by the City Council. In the absence of the Mayor and Vice Mayor, the temporary Presiding Officer shall sign all such documents.

3.6 MAINTENANCE OF ORDER

The Presiding Officer is responsible for the maintenance of order and decorum at all time. No person shall be allowed to speak who has not first been recognized by the Presiding Officer. All questions and remarks should be addressed to the Presiding Officer.

3.7 DURATION OF MEETING

If a meeting exceeds four hours, the Presiding Officer may call for a motion to adjourn all remaining items to a special meeting or the next regular meeting.

4. RULES, DECORUM, AND ORDER

4.1 POINTS OF ORDER

The Presiding Officer shall determine all Points of Order subject to the right of any Councilmember to appeal to the City Council. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" in which event a majority vote shall govern and conclusively determine such question of order.

4.2 DECORUM AND ORDER – COUNCILMEMBER

- a. Councilmembers shall afford the utmost courtesy to each other, to City employees, and to the general public appearing before the City Council and shall refrain at all times from derogatory remarks.
- b. Every Councilmember desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, shall confine discussion to the question under debate.
- c. Every Councilmember desiring to question the administrative staff should address questions to the City Manager or City Attorney who shall be entitled to either answer the inquiry directly or to designate some member of the staff for that purpose.
- d. A Councilmember, once recognized, shall not be interrupted while speaking, unless called to order by the Presiding Officer, or a Point of Order is raised by another Councilmember, or the speaker chooses to yield to questions from another Councilmember.
- e. If a Councilmember is called to order while speaking, he/she shall cease speaking immediately until the question of order is determined; and if ruled out of order shall remain silent or shall alter his remarks so as to comply with rules of the City Council.
- f. Any Councilmember may move to require the Presiding Officer to enforce the rules. A majority of the City Council shall require enforcement of the rules if the Presiding Officer has refused.

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4.3 DECORUM AND ORDER – EMPLOYEES

Members of the Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the City Council. The City Manager shall insure that all City employees observe such decorum. Any staff member, including the City Manager, desiring to address the City Council or members of the public shall first be recognized by the Presiding Officer. All remarks should be addressed to the Presiding Officer and not to any one individual Councilmember or public member.

4.4 DECORUM AND ORDER – PUBLIC

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

Unrecognized remarks from the audience, clapping, stamping of feet, whistles, yells and similar demonstrations which do not permit the meeting to proceed in an orderly manner shall not be permitted by the Presiding Officer, who may direct the sergeant at-arms to remove such offenders from the room if they do not cease upon request by the Presiding Officer. Aggravated cases shall be prosecuted by appropriate complaint signed by the Presiding Officer.

4.5 ENFORCEMENT OF DECORUM

The Chief of Police shall be ex-officer sergeant-at-arms of the City Council. He/she shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining decorum in the City Council Chambers. Upon instructions from the Presiding Officer, it shall be the duty of the Chief of Police or his representative to eject any person from the City Council Chambers or place such person under arrest or both. (Robert's Rules of Order)

4.6 PERSONAL INTEREST

No Councilmember disqualified from participation under State law or the City's Conflict of Interest Code shall remain at the Council dais during the debate or vote on any such matter. The Councilmember shall publicly state the grounds for disqualification on the record and upon acceptance by the Presiding Officer shall leave the Council dais during the debate or vote on the issue.

4.7 LIMITATIONS OF DEBATE

No Councilmember should be allowed to speak more than once upon any one subject until every Councilmember choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered as speaking. (Robert's Rules of Order)

4.8 DISSENTS AND PROTESTS

Any Councilmember shall have the right to express dissent from, or protest to, any action of the Council and request that the reason be entered into the minutes. (Robert's Rules of Order)

4.9 PROCEDURES IN ABSENCE OF RULES

In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern. (Suggested League of California Cities Procedure)

5. ADDRESSING THE CITY COUNCIL

5.1 MANNER OF ADDRESSING THE CITY COUNCIL

During the public comment portion of a regular meeting, members of the public may address the City Council on agenda items before consideration or on any subject matter within the City Council's jurisdiction.

No member of the public shall enter into any discussion without first being recognized by the Presiding Officer. (Robert's Rules of Order). All remarks and questions shall be addressed to the Presiding Officer and not to any individual Councilmember, staff member or other person.

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Any member of the public desiring to address the City Council should present the City Clerk with a speaker's card, stating his/her name. For purpose of staff follow up, the speaker may also provide his/her address and phone number.

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Members of the public that cannot attend the meeting may submit a letter or statement to include in the record, which must be received by the City Clerk's Office no later than 12:00 pm on the day of the meeting to be provided to City Council and made available for public review. The City Clerk will not read written comments and the member of the public must be present to address the City Council. Public comment will not be accepted via telephone or video conference, or other medium of communication.

During a public hearing, all remarks shall be limited to the subject under consideration. For a special meeting, members of the public may address the City Council concerning any item listed on the agenda before or during consideration. Unlike regular meetings, the City Council does not have to allow public comment on non-agenda matters.

5.2 TIME LIMITATION

Any public member addressing the City Council shall limit his address to three (3) minutes unless further time is granted by the Presiding Officer or majority of the City Council.

The Presiding Officer shall have the discretion but not the obligation to allow members of the public to comment on items appearing on the agenda under Administrative Reports and Consent Calendar sections of the agenda.

5.3 ADDRESSING THE CITY COUNCIL AFTER MOTION IS MADE

After a motion has been made, no ~~member of the public~~ shall address the City Council without securing permission ~~of the Presiding Officer or~~ by a majority vote of the City Council. (Suggested League of California Cities Procedure)

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5.4 WRITTEN CORRESPONDENCE

The City Manager is authorized to receive and open all mail addressed to the City Council as a whole, and give it immediate attention to the end that all administrative business, not necessarily requiring City Council action, may be disposed of between City Council meetings. Any communication requiring City Council action will be reported to the City Council at its next regular meeting together with a report and recommendation of the City Manager. The City Manager is authorized to open mail addressed to individual Councilmembers, unless specifically requested otherwise from an individual member.

6. MOTIONS

6.1 PROCESSING OF MOTIONS

When a motion is made and seconded, it may be stated by the Presiding Officer before debate. A motion ~~may~~ be withdrawn by the mover without the consent of the Councilmember seconding it.

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6.2 MOTIONS OUT OF ORDER

The Presiding Officer, or a majority of the City Council, may at any time permit a member to introduce an ordinance, resolution or motion presently on the agenda out of the regular agenda order. (Reference Sections 2.1) (Robert's Rules of Order)

6.3 DIVISION OF MOTION

If a motion contains two or more divisible propositions, the Presiding Officer may, and upon request of a Councilmember shall (unless appealed by another Councilmember), divide the same. (Robert's Rules of Order)

6.4 PRECEDENCE OF MOTIONS

When a motion is before the City Council, no other motion shall be entertained except the following:

- a. Adjourn
- b. Fix Hour of Adjournment
- c. Table
- d. Previous Question
- e. Amend
- f. Postpone
(Robert's Rules of Order).

6.5 MOTION TO ADJOURN (NOT DEBATABLE)

A motion to adjourn shall be in order at any time except as follows:

- a. When repeated without intervening business or discussion,
- b. When made as an interruption of a Councilmember while speaking,
- c. When the previous question has been ordered, or
- d. While a vote is being taken.

A motion to adjourn “to another time” (i.e., to an adjourned meeting) shall be undebatable and unamendable, except as to the time set. (Robert’s Rules of Order)

6.6 MOTION TO FIX HOUR OF ADJOURNMENT

A motion to specify a definite hour to which the subject meeting shall be adjourned is undebatable and unamendable, except as to the time set. (Robert’s Rules of Order)

6.7 MOTION TO TABLE

A motion to table shall be used to temporarily bypass the subject and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be “taken from the table” at any time prior to the end of the next meeting. (Robert’s Rules of Order)

6.8 MOTION TO CALL FOR THE PREVIOUS QUESTION

Such a motion shall be used to close debate on the main motion and shall be undebatable. If the motion fails, debate shall be reopened if the motion passes, a vote shall be taken on the main motion. (Robert’s Rules of Order)

6.9 MOTION TO AMEND

A motion to amend shall be debatable only as to the amendment. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and voted first, then the main motion as amended. (Robert’s Rules of Order)

6.10 MOTION TO CONTINUE

Motions to continue to a definite time shall be amendable and debatable as to suitability of postponement and time set for postponement. (Robert’s Rules of Order)

6.11 GENERAL CONSENT

Unless otherwise required as noted in Section 7.2, the City Council may by general, unanimous or silent consent do business with less regard for formal motions. Where there appears to be no objection, the formality of voting can be

avoided by the Presiding Officer asking if there is any objection by any Councilmember to the proposed action, and, if there is none, the Presiding Officer shall announce the result. The action thus taken is by general consent of the City Council. (Robert's Rules of Order)

7. VOTING

7.1 VOTING PROCEDURE

Motions shall be adopted by voice vote, roll call vote or by the general consent/"no objection" method, as described in Section 6.11. The results of the vote shall be entered in full in the minutes.

The order of a roll call vote shall be designated by the City Clerk, with the Mayor voting last.

Except as otherwise provided herein, the "no objection" method for expediting lengthy agendas may be used unless any Councilmember requests a voice or roll call vote. The approval of the motion in the minutes shall be reflected as a "no objection" vote or that the motion "carried unanimously". (Robert's Rules of Order)

Roll call votes shall be taken on all ordinances, resolutions, or orders for the payment of money unless the vote is unanimous.

Motions requiring a 4/5ths affirmative vote shall be announced by City staff prior to City Council consideration of the motion.

7.2 VOTING

Every ordinance, resolution or order for the payment of money requires three affirmative votes (with the exception of urgency ordinances, which require four affirmative votes). Any member may change his vote on any item before the next order of business. The votes shall be lost motions and may be reconsidered. (Robert's Rules of Order)

7.3 FAILURE TO VOTE

Every Councilmember should vote unless disqualified for cause. Abstentions shall not be counted as a vote.

7.4 RECONSIDERATION

Any member who voted with the majority may move a reconsideration of any action at the same meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the City Council. (Robert's Rules of Order)

8. RESOLUTIONS

8.1 RESOLUTIONS PREPARED IN ADVANCE

Where a resolution has been prepared in advance, the procedure shall be: staff/City Council report (if needed), discussion (if needed), motion, second, City Council votes, and results declared. All resolutions shall be read in full, unless the full reading is waived by unanimous consent of the City Council. Items of the Consent Calendar are automatically deemed to have the full reading waived by common consent. (Suggested League of California Cities Procedure)

8.2 RESOLUTIONS NOT PREPARED IN ADVANCE

Where a resolution has not been prepared in advance, the procedure shall be to instruct the City Attorney or City Manager to prepare a resolution for presentation at the next City Council meeting. (Suggested League of California Cities Procedure)

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8.3 URGENCY RESOLUTIONS

In matters of urgency, a resolution may be presented verbally in motion form together with specific instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure for resolutions prepared in advance as stated in Section 8.1 shall be followed. Urgency resolutions shall be avoided except when absolutely necessary and shall be avoided entirely when resolutions are required by law or in improvements acts, zoning matters and force account work on public project. (Suggested League of California Cities Procedure)

9. ORDINANCES

9.1 INTRODUCTION (FIRST READING)

At the time of introduction, an ordinance shall be read in full, unless, after reading the title, reading is waived by unanimous consent of the City Council.

The procedure for introduction of an ordinance shall be: reading of the title by the Presiding Officer or City staff member, motion to introduce first reading, second, discussion (if needed), City Council votes, and results declared. (Suggested League of California Cities Procedure)

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9.2 ADOPTION (SECOND READING)

With the sole exception of ordinances which take effect immediately (as outlined in the following sections), no ordinance shall be adopted by the City Council on the day of introduction, nor within five days thereafter, nor at any time other than a regular or adjourned meeting.

If the Ordinance was unanimously approved at the time of introduction, adoption (second reading) of the ordinance may be placed on the Consent Calendar with the recommendation that City Council waive full reading of the ordinance and adopt by title only. If it was not unanimously approved at the time of introduction, the ordinance shall be read in full unless, after reading the title, the full reading is waived by unanimous consent of City Council. Unless approved on the Consent Calendar, the procedure for adoption of an ordinance shall be: reading of the title by the Presiding Officer or City staff member, motion to pass, second reading and adoption of ordinance second, discussion, vote and result declared. (Suggested League of California Cities Procedure)

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9.3 AMENDMENT FOLLOWING INTRODUCTION

In the event that an ordinance is altered after its introduction, a motion for an amended introduction shall be required. The ordinance shall not be considered for adoption until five days thereafter and not at any meeting other than a regular or adjourned meeting. The correction of typographical or clerical errors shall not constitute making an alteration within the meaning of this Section.

9.4 EFFECTIVE DATE

All ordinances, except as listed below, shall become effective 30 days after adoption, or upon such later date as may be designated in the ordinance. The following ordinances shall become effective immediately upon adoption:

- a. Urgency Ordinances,
- b. Ordinances calling, or otherwise relating to, an election,
- c. Ordinances relating to street improvement proceedings,

- d. Ordinances relating to taxes for the usual and current expenses of the City,
or
- e. Ordinances covered by particular provisions of law prescribing the manner of
their passage and adoption.

9.5 PUBLISHING

It shall be the duty of the City Clerk to cause each ordinance to be published within 15 days after adoption with the names of those Councilmembers voting for and against the ordinance.

9.6 URGENCY ORDINANCES

Any ordinance declared by the City Council to be necessary as an urgency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at the same meeting. Such Ordinance must be passed by a least four affirmative votes.

10. MINUTES

10.1 PREPARATION OF MINUTES

It is the City Clerk's responsibility to maintain the record (minutes) of City Council meetings. Minutes shall be approved by the City Council, to lend further weight to the accuracy and completeness of the record. The City Clerk shall have exclusive responsibility for preparation of the minutes and any directions for changes to conform with fact shall be made by action of the City Council.

The City Clerk shall keep "Action Minutes" in order to maintain a full and true record of all proceedings of the City Council. The minutes shall consist of a clear and concise statement of each and every City Council action including the motions made and the vote thereon. Reasons for making motions or voting, City Council debate and audience reaction are generally not included in the minutes. Such items may be included if considered to be particularly relevant or otherwise necessary by the City Clerk.

10.2 ABSENCE OF CITY CLERK

If the City Clerk is absent from a City Council meeting, the Deputy City Clerk shall act. If there is none, the Mayor shall appoint one of the Councilmembers as City Clerk Pro Tem. (Government Code Section 36804)

11. REORGANIZATION

11.1 SELECTION OF MAYOR AND VICE MAYOR

Pursuant to Government Code Section 36801 "The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore." The terms of office of the Mayor of the City Council and Vice Mayor shall be for one year, or until their successors have been chosen. In those years in which a general municipal election is not held, the City Council shall choose a Mayor of the City Council and Vice Mayor at the first regular meeting in December. Nothing herein shall be deemed or construed to prohibit any person from serving any number of consecutive one-year terms in any office in this City.

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The following procedure shall be used:

Election of Mayor:

- a. City Clerk opens the nominations for the position of Mayor
- b. Nomination(s) is/are made for Mayor, and seconded
- c. Hearing no objections, motion to close nominations
- d. City Clerk conducts a roll call vote and each Councilmember announces their vote for Mayor until a Mayor is elected by majority vote
- e. City Clerk announces the results

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Election of Vice Mayor: (City Clerk to follow steps a-e above)

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11.2 SELECTION OF CITY COUNCIL LIAISONS AND DELEGATES

After the procedure prescribed in Section 11.1 has been completed, the Mayor, with the consent of a majority of the City Council, may appoint new City Council liaisons/delegates to the various City Committees and Commissions, or as liaison/delegate to any other organization as may be appropriate. Nothing in this Section would prohibit the Mayor, with approval of a majority of the City Council from making changes or other appointments during any other time.

12. COMMITTEES

12.1 GENERAL

The Mayor may, subject to concurrence of a majority of the City Council: (a) designate standing and ad hoc committees (collectively "Committee"); and (b) make appointments to all Committees.

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Each standing committee shall consist of two (2) Councilmembers. An ad hoc committee may consist of either one or two Councilmembers.

12.2 PURPOSE

The primary purpose of each Committee is to provide a forum for the thorough vetting of matters within the Committee's subject matter jurisdiction, before they are presented to the City Council. A secondary purpose is to provide guidance to City staff on matters within the Committee's subject matter jurisdiction, enabling staff to obtain interim guidance as they develop and refine matters for presentation to the City Council. The objective is to eliminate, to the extent possible, those situations where the City Council is forced to deal with large and difficult issues at their meetings without any prior formal discussion or analytical input to guide staff's work product.

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Ad hoc committees shall have a clear and definite scope and will be dissolved upon completion of the scope, unless otherwise extended by the City Council with a new scope. Ad hoc committees are less formal than standing committees and are therefore not subject to the requirements of the Ralph M. Brown Act.

12.3 LIMITATIONS ON AUTHORITY

No Committee may approve a contract or expenditure of funds.

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No Committee may provide any direction to City staff, the City Attorney, or consultants engaged by the City, except that a City Council standing committee may provide such direction at a duly noticed meeting of a standing committee, where such direction concerns a matter that is within the subject matter jurisdiction of the standing committee, such direction does not conflict with the policies or direction established by the City Council, and where such direction will not result in an expenditure of resources in excess of the applicable amounts allocated in the approved annual budget.

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12.4 APPLICABLE LAWS AND REGULATIONS

All City Council standing committees shall comply with the requirements of the Ralph M. Brown Act. All City Council standing committees shall comply with the procedures set forth in Sections 1 through 5, inclusive, of this Procedural Manual, to the extent reasonably practicable. In the event of any conflicts between the provisions of Sections 1 through 5 and the provisions of this Section 12, the latter shall control.

12.5 MEETING DATE AND TIME

By agreement of both members, each standing committee shall establish a time and place for regular meetings, as required by the Ralph M. Brown Act. In order to minimize the extra demands on City staff, and to maximize public participation, each standing committee shall, to the maximum extent possible, conduct its business at the regularly scheduled meeting.

12.6 QUORUM

Only one member of a ~~Committee~~ must be present in order to establish a quorum. The scheduling of meetings so as to facilitate the participation of both members of a two-person ~~Committee~~ is strongly encouraged.

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12.7 STAFFING

The City Manager shall appoint a staff member to be the primary staff liaison for each standing committee. The designated staff liaison shall coordinate all meetings of the standing committee, ensure that each meeting is recorded via audio-tape and cause the recorded audio-tape(s) to be delivered to the City Clerk upon completion of the meeting. The recorded audio-tape(s) shall be retained by the City Clerk for the same period as recorded audiotapes of City Council meetings. The designated staff liaison shall work with the City Manager to ensure that the appropriate staff member(s) attend the meetings of the standing committee, and that the direction provided by the standing committee is carried out.

12.8 AGENDAS

The agenda for all regular meetings of a standing committee, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the regular meeting (24 hours in advance of a special meeting) at the City Clerk's office. The Agenda may be amended in accordance with State law, prior to any meeting.

When the City Council desires to have an item placed on an agenda for an upcoming meeting of a standing committee, the City Council shall provide the designated staff liaison with that directive at a meeting of the City Council. At that time, the City Council may also charge the designated staff liaison with the responsibility for conducting preliminary research and collecting/preparing any written materials that may aid the Committee in its discussion of the matter.

12.9 REPORT ON ACTIVITIES OF STANDING COMMITTEES

The agendas for City Council meetings shall include a section entitled Standing Committee Updates. The Committee Chair is responsible for making a brief report on the activities of the committee to the full City Council. If there is nothing to report, then "Nothing to Report" is an acceptable comment.

All written materials presented to a standing committee are public records, and shall be maintained as directed by the City Clerk.

13. PROCEDURE FOR FILLING CITY COUNCIL VACANCIES

13.1 Whenever State law requires that the City Council fill a vacancy on the City Council, and the City Council determines to fill the vacancy by appointment, the City Council shall fill the vacancy as follows:

- a. At a regular or special meeting of the City Council, direct the City Clerk to make an application available, at the earliest possible date and time, for individuals interested in being appointed to the vacant City Council seat, and establish a reasonable due date for the applications.
- b. At a regular or special meeting of the City Council, allow all applicants to address the City Council for a specified amount of time. The presentations would be followed by public comment.
- c. After the presentations at the City Council meeting, the City Council may then elect from the following alternatives:
 - i. Make an appointment to fill the vacant City Council position and direct the City Clerk to administer the Oath of Office; or
 - ii. Defer making an appointment until Councilmembers have had additional time to consider the applicants, and a further opportunity should they wish to interview the finalists one-on-one.

13.2 If no selection is made within 30 days, City Council may call for a special election.

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14. PRIORITY GOAL SETTING MEETING

14.1 The City Council shall hold a special study session every year ~~during the budget process~~ to set priorities and goals for the subsequent fiscal year. ~~The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.~~

a. ~~City Council goals articulate city-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Goals tend to remain relatively stable over time.~~

b. ~~Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within city-wide goals but provide more specific focus for the upcoming fiscal year.~~

14.2 ~~When setting goals and priorities, City Council shall take into consideration staff resources available to accomplish said goals and priorities. The goals and priorities should be reviewed annually with the City Manager and updated to reflect goals and priorities that are reasonably attainable given limited staff resources.~~

15. OFFICIAL LETTERHEAD AND OTHER STATIONERY USE POLICIES

15.1 AUTHORIZED USE OF LETTERHEAD

Official City letterhead or any other official Stationery of the City must be used with care to avoid misunderstandings, including but not limited to, misrepresentations of official City Council-approved policies or actions. When authorized or otherwise directed by a majority of the City Council at a duly noticed meeting of the City Council, official City letterhead and/or other official Stationery may be used by members of the City Council to communicate official City Council-approved action or policy. Without the prior approval of the City Council but subject to the restrictions and requirements of this Section below and Section 15.3, an individual Councilmember may use official City letterhead and/or other official Stationery for the following purposes, provided the Councilmember makes clear in the correspondence that he or she is communicating in his or her individual capacity and not on behalf of the City or the City Council as a body: (i) to acknowledge the receipt of communications submitted to the Councilmember by members of the public; (ii) to offer simple congratulations or appreciation to members of the public for their civic involvement or personal achievements which reflect positively on the San Fernando community; (iii) to offer simple condolences and/or best wishes to

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members of the public who have endured personal hardship or loss; (iv) to respond to inquiries by members of the public seeking publicly available and non-privileged information about City programs or services; or (v) to request information from other public agencies or non-City organizations. When using official letterhead or other official Stationery to communicate with others, City Councilmembers must expressly state in their communication whether or not they are communicating in their individual capacity or whether they are communicating in a representative capacity for the City Council and/or the City. In order to communicate in a representative capacity for the City Councilmember must have received formal direction or authorization from a majority of the City Council at a duly noticed meeting of the City Council.

15.2 UNAUTHORIZED USE OF OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY

In addition to any other prohibition set forth under this Chapter, elsewhere in this Manual, under the San Fernando Municipal Code or State law or Federal law, no member of the City Council communicating with any other person or entity through the medium of official City letterhead or other official Stationery of the City, may represent that he or she is communicating or otherwise acting in a representative capacity for the City Council or the City or communicating a position or opinion in the name of the City Council or the City unless the City Council has been expressly authorized to do so by a majority of the City Council at a duly noticed meeting of the City Council. The City Council reserves the right to request that any communications using City letterhead or other City Stationery which are issued in the name of the City Council or the City must be reviewed and vetted by the City Council as a body at a duly noticed meeting of the City Council before the communication is disseminated. Under no circumstances may City letterhead or other official Stationery be used in any manner that (i) would constitute a violation of Government Code Section 8314, Government Code Section 82041.5 or any other applicable statute or regulation governing the use of public resources; or (ii) that discloses confidential or privileged information that a Councilmember has acquired in his or her official capacity as a member of the City Council where such disclosure may only be made with the consent of the City Council acting as a body and such consent has not been formally granted by the City Council acting as body.

15.3 PREPARATION OF COMMUNICATIONS USING OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY

It shall be the official policy of the City to have all City Councilmember communications using official City letterhead or other official Stationery prepared by secretarial staff of the City Manager's office, with prior verbal or written notice by the requesting Councilmember to the City Manager. City secretarial staff may not commence the drafting of such communications until the City Manager has confirmed either verbally or in writing that the City

Manager has been notified of a Councilmember's request to communicate using official City letterhead or other official Stationery of the City. The City Manager reserves the right to review all such communications before they are disseminated to verify compliance with these policies and the City Manager further reserves the right to seek input and direction from the City Council at a duly noticed meeting of the City Council before authorizing staff to disseminate any such communications. Councilmembers shall not receive personalized official letterhead or Stationery nor shall Councilmembers be entitled to maintain their own stock of letterhead or Stationery or maintain electronic templates of such Stationery. The rights and duties of the City Manager under this Chapter shall be delegated to the person who has been formally designated by the City Manager or a majority of the City Council to act in place of the City Manager during any period time in which the City Manager is on vacation, on extended leave or is otherwise physically unable to discharge his or her duties at the time the request is made.

15.4 COUNTERFEIT LETTERHEAD OR STATIONERY

Except as may otherwise be allowed under City Council Resolution No. 6904 approved May 5, 2003, no member of the City Council may affix the City seal or any other City logo on any personal letterhead, Stationery or any other written document, whether or not such letterhead, Stationery or document is transmitted in paper form or electronically. All such written communications improperly bearing the City seal or any other City logo shall be deemed unauthorized and counterfeit.

15.5 DEFINITIONS

- a. "City seal" shall have the same meaning as set forth under Section 1-13 of the San Fernando Municipal Code as the same may be amended from time to time. The City seal as described under Section 1-13 appears as follows:



- b. "City logo(s)" shall mean and include all logos or designs used for purposes of symbolically representing the authority of the City of San Fernando and the capacity of its officers, employees and agents as representatives of the City of San Fernando. City logos include, but are not limited to the above image.



16. STATEMENTS OF ECONOMIC INTEREST

16.1 FORM 700 OVERVIEW

One of the main laws designed to prevent self-dealing in governmental decision-making is the Political Reform Act of 1974 (the PRA). The PRA is codified under the California Government Code. The PRA requires that most state and local government officials disclose their personal income and assets, as well as disqualify themselves from participating in certain governmental decisions that may impact their personal economic interests. As required under the PRA, local elected officials must annually disclose their economic interests through a form referred to as the Form 700 – Statement of Economic Interests (the Form 700). The Form 700 is filed annually with the City Clerk. Any member of the public is permitted to inspect and copy a Form 700 during normal business hours. Members of the City Council and the Planning and Preservation Commission shall be mindful of PRA requirements to complete an annual Form 700 and to complete the same upon assuming and departing from public office also as required under the PRA.

16.2 TIMELY SUBMISSION OF ANNUAL STATEMENTS OF ECONOMIC INTEREST

The City Clerk notifies those required to file a Form 700 of the precise filing deadline. Under State law, annual Form 700's are due by or before April 1st of each year or such other date as the Fair Political Practices Commission may prescribe by regulation for local elected officials. The Form 700 must also be filed within thirty (30) days of assuming or leaving office. Irrespective of notice provided by the City Clerk or any other City official or employee, it is the individual responsibility of each member of each City Council and each member of the Planning and Preservation Commission to keep themselves aware of filing deadlines and to file a Form 700 by or before the prescribed deadline.

16.3 REVIEW BY CITY CLERK AND CITY ATTORNEY

The City Clerk, as the City's filing officer for the submission of Form 700's, shall perform those duties set forth under Government Code Section 81010 and such other tasks, duties and responsibilities as may be prescribed by the Fair Political Practices Commission. Upon request made by a City Councilmember or member of the Planning and Preservation Commission, the City Attorney shall also conduct a facial review of the requesting filer's Form 700. The City Attorney shall be given a minimum of ten (10) calendar days to complete its review. A facial review consists of reviewing statements for the following items: (a) the cover sheet includes the name and address of the filer, the period covered and the type of statement; (b) the summary page is completed and the required schedules are attached; (c) all information is legible and readable reproductions of the statement can be made; and (d) the verification is complete. Neither the City Clerk nor the City Attorney are responsible for verifying the truth of

representations made by a filer in their Form 700 nor are they under any duty to perform any sort of investigation or inquiry as to the truth or accuracy of such representations or whether a filer has fully identified all disclosable interests. The filer shall be solely and exclusively responsible for any errors or omissions in the filer's Form 700, notwithstanding review by the City Clerk or the City Attorney.

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER ADM-001		SUBJECT CITY COUNCIL CONTACTS
ORIGINAL ISSUE August 19, 1986	EFFECTIVE August 19, 1986	
CURRENT ISSUE May 18, 2015	EFFECTIVE May 18, 2015	CATEGORY CITY COUNCIL POLICY/ PROCEDURE
SUPERSEDES August 19, 1986 Policy		

Section 1. PURPOSE.

This policy establishes the procedure for:

- (1) Staff contacts initiated by Councilmembers; and
- (2) Councilmember contacts initiated by employees.

This policy is put into place to support proper channels of communication between Councilmembers and employees and conservation of Councilmembers and staff time.

Section 2. STAFF CONTACTS INITIATED BY COUNCILMEMBERS.

The City Council shall contact the City Manager if a Councilmember has a question or wishes to discuss a City related business matter with a staff member. Requests for information that can be retrieved from established records will be accommodated. Requests for information that requires generating studies or analysis will be accommodated in accordance with priorities, staff time availability, and City Manager or majority of the City Council approval. All other employees who are contacted by Councilmembers are required to advise their direct supervisor or the City Manager of the contact and the nature of the business related discussion.

Section 3. COUNCIL CONTACTS INITIATED BY EMPLOYEES.

Councilmembers may be contacted by a department head if the department head has questions or wishes to discuss some matter upon approval of the City Manager. All requests by employees other than department heads to speak to a Councilmember regarding City related business shall be submitted to their direct supervisor for consideration. The request will include the subject matter and the reason necessitating the contact. Employees are not to contact Councilmembers directly on City time; failure to comply with this directive may result in disciplinary action.

Section 4. AUTHORITY.

By order of City Council Motion (Item No. 7), Policy adopted by the City Council on May 18, 2015.

The City Attorney's Office proposes the following modification: "Each City Council member shall comply with the provisions of Section 2-123 (Relations with council) of the San Fernando Municipal Code (hereinafter, "Section 2-123") with respect to interactions between the City Council member and subordinate employees of the City Manager. With respect to City Council member-initiated contacts that may reasonably be classified as "inquiry" within the meaning of Section 2-123, all employees who respond to such inquiries shall also notify his or her immediate supervisor or the City Manager of such inquiry and any information provided to the City Council member. The foregoing notwithstanding, City Council member inquiries relating to personnel matters shall be routed through the City Manager and not the City Manager's subordinate staff."

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER	ADM-002	SUBJECT ATTORNEY SERVICES
ORIGINAL ISSUE	EFFECTIVE	
June 5, 1995	June 5, 1995	CATEGORY CITY COUNCIL POLICY
CURRENT ISSUE	EFFECTIVE	
May 18, 2015	May 18, 2015	
SUPERSEDES		

Section 1. PURPOSE AND SCOPE.

Recommend changes from three (3) to five (5) hours

- A. Assure equal access to City Attorney services for all Councilmembers.
- B. Control costs and make effective use of time.
- C. Assure that the City Attorney is not working on assignments that are at cross purposes with adopted City Council policy.
- D. Assure that Councilmembers have personal advice on conflict issues.
- E. Assure that City Attorney remains a key member of the management team.

Section 2. PROCEDURE.

The City Council has adopted the following policy for use of City Attorney services:

1. Any Councilmember should be able to contact and communicate with the City Attorney to discuss any matter within the subject matter jurisdiction of the City, and for general information regarding conflict of interest issues, FPPC filing requirements, ethics-related issues and the like, without such information having to be shared with other Councilmembers, unless the City Attorney is ethically required to disclose such information to the City Council as a whole pursuant to applicable State Bar Rules or other applicable laws. It is also understood that by communicating with individual Councilmembers in such a manner, no attorney client relationship shall exist, or be created, as between the City Attorney and individual Councilmembers.
2. Work to be performed by the City Attorney which is requested by an individual Councilmember requiring substantial research or activity (more than three (3) hours) should be assigned based on approval by the City Manager.
3. Any individual Councilmember should be able to ask the City Attorney to provide information or research a matter relevant to the business of the City, provided that, in the best judgement of the City Attorney and the individual Councilmember (or the City Manager depending on the nature of the request) the request is not of a magnitude, either in terms of workload or policy, which would require that it more appropriately be assigned to staff through the collective direction of the City Council or the City Manager, as appropriate.
4. All work products requiring substantial research or activity (more than three (3) hours) should be copied to all Councilmembers and staff (with the exception noted in (1)).

ATTORNEY SERVICES POLICY

Page 2

5. When City Council has taken formal action completing an item, City Attorney research should not be expected without further authorization.

Section 5. Authority.

By order of City Council Motion (Item No. 7), Policy adopted by the City Council on May 18, 2015.