

# San Fernando City Council Regular Meeting Notice and Agenda May 20, 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 Students of the Month

## **APPROVAL OF AGENDA**

#### **PRESENTATIONS**

- a) CERTIFICATES OF RECOGNITION STUDENTS OF THE MONTH
  - Camryn Rose-Jimenez Social Justice Humanitas Academy
  - Victor Covarrubias Social Justice Humanitas Academy

Education Commission Chair David Govea

- b) UPDATE FROM METRO ON THE EAST SAN FERNANDO VALLEY LIGHT RAIL AND NORTH SAN FERNANDO BUS RAPID TRANSIT SERVICES
  - Cory Zelmer, Deputy Executive Officer, Countywide Planning and Development
  - Monica Born, Deputy Executive Officer, Program Management

#### SAN FERNANDO CITY COUNCIL

**Regular Meeting Notice and Agenda – May 20, 2019** Page 2 of 4

#### **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, 2019 SPECIAL MEETING
  - b. APRIL 15, 2019 SPECIAL MEETING
  - c. MAY 6, 2019 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 19-052 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TURBO DATA SYSTEMS, INC., TO PROVIDE ADMINISTRATIVE CITATION PROCESSING SERVICES



#### SAN FERNANDO CITY COUNCIL

**Regular Meeting Notice and Agenda – May 20, 2019** Page 3 of 4

#### Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1919) with Turbo Data Systems, Inc., in an amount not-to-exceed \$25,000 per fiscal year to provide administrative citation processing services; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

# 4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE CITY TREASURER AND DEPUTY CITY TREASURER TO INVEST SURPLUS FUNDS

Recommend that the City Council adopt Resolution No. 7917 authorizing the City Treasurer and Deputy City Treasurer to invest surplus funds.

# 5) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2019-2020

Recommend that the City Council adopt Resolution No. 7918 approving the annual Investment Policy for Fiscal Year 2019-2020.

# 6) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH NEW HORIZONS FOR USE OF CITY PARK FACILITIES

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 1918) with New Horizons Servicing People with Special Needs to use City park facilities to implement programs and services for clients and the general public at Recreation, Las Palmas and Rudy Ortega Sr. Parks; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

#### **ADMINISTRATIVE REPORTS**

#### 7) FISCAL YEAR 2019-2020 BUDGET STUDY SESSION NO. 1

Recommend that the City Council review and discuss the Fiscal Year 2019-2020 Proposed Budget.



#### SAN FERNANDO CITY COUNCIL

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## 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: May 16, 2019 (4:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (<a href="www.sfcity.org">www.sfcity.org</a>). 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 <a href="www.sfcity.org">www.sfcity.org</a>. 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, 2019 – 5:00 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 5:06 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert

C. Gonzales (arrived at 5:14 p.m.) and Antonio Lopez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and

City Clerk Elena G. Chávez

Absent: Councilmember Hector A. Pacheco

## **APPROVAL OF AGENDA**

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

#### PUBLIC STATEMENTS – WRITTEN/ORAL

None

#### RECESS TO CLOSED SESSION (5:07 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

Assistant City Attorney Richard Padilla

# SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES - April 2, 2019 Page 2

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

San Fernando Management Group (SEIU, Local 721)

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

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

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

All Unrepresented Employees

## B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)

G.C. §54956.8

Property: 828 Harding Avenue, San Fernando, CA

Assessor's Parcel Number 2516-030-907

Agency Negotiator(s): City Manager Nick Kimball

Director of Community Development Timothy Hou

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Negotiating Parties: Lisette Carnet, Wildhorse Foundation

Under Negotiation: Price and Terms of Payment as Relates to Long-Term Leasing of Real

**Property** 

# RECONVENE/REPORT OUT FROM CLOSED SESSION (5:37 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 (5:38 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 April 2, 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

# APRIL 15, 2019 – 5:00 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 5:52 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin (arrived at 6:04 p.m.), and

Councilmembers Hector A. Pacheco, and Antonio Lopez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and

City Clerk Elena G. Chávez

Absent: Councilmember Robert C. Gonzales

## **APPROVAL OF AGENDA**

Motion by Councilmember Lopez, seconded by Councilmember Pacheco, to approve the agenda. By consensus, the motion carried.

#### PUBLIC STATEMENTS – WRITTEN/ORAL

None

#### RECESS TO CLOSED SESSION (5:53 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

Assistant City Attorney Richard Padilla

# SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – April 15, 2019 Page 2

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

San Fernando Management Group (SEIU, Local 721)

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

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

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

All Unrepresented Employees

#### B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Attorney

# RECONVENE/REPORT OUT FROM CLOSED SESSION (6:08 P.M.)

Assistant City Attorney Padilla reported the following:

Items A – General update was given by the City Manager, feedback was given by the City Council, but no final action was taken.

Item B – Moved to May 6, 2019 (was not discussed).

# **ADJOURNMENT (6:09 P.M.)**

Motion by Vice Mayor Ballin, seconded by Councilmember Pacheco, 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 April 15, 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

# MAY 6, 2019 – 5:00 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 5:11 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Hector

A. Pacheco, and Robert C. Gonzales (arrived at 5:49 p.m.)

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and

City Clerk Elena G. Chávez

Absent: Councilmember Antonio Lopez

#### APPROVAL OF AGENDA

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

## PUBLIC STATEMENTS – WRITTEN/ORAL

None

#### RECESS TO CLOSED SESSION (5:12 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

Assistant City Attorney Richard Padilla

# SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – May 6, 2019

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

San Fernando Management Group (SEIU, Local 721)

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

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

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

All Unrepresented Employees

#### B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Attorney

#### C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles Agency Negotiator: City Manager Nick Kimball, Lead Negotiator

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Negotiating Parties: Brian Board and Christina Garay of Rodeo Realty on behalf of

Richard C. Patterson, as to an undivided 50% interest in the subject property and David M. Kull and Ronna Kull, Trustees of the David and Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest

in the subject property

Under Discussion: Price and Terms of Payment as relates to Option to Purchase

Agreement

#### D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: City owned parcels at Assessor Parcel Numbers 2521-034-901 &

2522-004-904

City of San Fernando

Agency Negotiator: 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 (6:16 P.M.)

Assistant City Attorney Padilla reported the following:

Items A – General update was given by the City Manager and Special Counsel, feedback was given by the City Council, and no final action was taken.

# SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – May 6, 2019 Page 3

Item B – Evaluation was conducted by the City Council, feedback was given to the City Attorney and no further action was taken.

Items C & D – Updates were given by the Community Development Director, feedback was given to the City Attorney, and no further action was taken.

# ADJOURNMENT (6:17 P.M.)

Motion by Vice Mayor Ballin, seconded by Mayor Fajardo, 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 May 6, 2019, meeting as approved by the San Fernando City Council.

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Elena G. Chávez, CMC City Clerk



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# AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: May 20, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 19-052 (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. 19-052

FINANCE DEPARTMENT

**REVIEW:** 

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

□ City Manager

WWW.SECITY.ORG

**ATTACHMENT "A"** 

## **RESOLUTION NO. 19-052**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 19-052

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

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

**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of May, 2019.

ATTEST:	Joel Fajardo, Mayor
Elena G. Chávez, City Clerk	_
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) ss )
	at the foregoing Resolution was approved and adopted at a l held on the 20 <sup>th</sup> day of May, 2019, by the following vote to
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	<u> </u>

EXHIBIT "A"

vchlist 05/15/2019	9:11:26A	м	Voucher Lis CITY OF SAN FERI			Page: 1
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214514	5/20/2019	893144 ACCOUNTING PRINCIPALS	10459126 10475012	11952 11952	TEMPORARY BUDGET ANALYST-W/E 0. 001-130-0000-4112 TEMPORARY BUDGET ANALYST-W/E 0. 001-130-0000-4112 Total:	1,155.00 1,485.00
214515	5/20/2019	100050 ACE INDUSTRIAL SUPPLY	1784168		SAW BLADES 070-383-0000-4310 Total :	908.26 <b>908.26</b>
214516	5/20/2019	888356 ADVANCED AUTO REPAIR	1344 1349	11838 11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0225-4400 VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0225-4400 Total :	617.26 121.00 <b>738.26</b>
214517	5/20/2019	887377 AKEMON, DOLORES	MAY 2019		COMMISSIONER'S STIPEND 001-310-0000-4111 Total :	75.00 <b>75.00</b>
214518	5/20/2019	100143 ALONSO, SERGIO	APRIL 2019		MMAP INSTRUCTOR 109-424-3614-4260 Total :	1,260.00 <b>1,260.00</b>
214519	5/20/2019	892975 ALTA LANGUAGE SERVICES INC	IS429862		LISTENING & SPEAKING TESTS 001-133-0000-4260 Total :	450.00 <b>450.00</b>
214520	5/20/2019	100191 ANGELES SHOOTING RANGE	10454		SHOOTING RANGE TRAINING 001-225-0000-4360 Total :	200.00 <b>200.00</b>
214521	5/20/2019	890411 ARC DOCUMENT SOLUTIONS, LLC	10064266		COPIES 001-310-0000-4300 Total :	58.74 <b>58.74</b>
214522	5/20/2019	888321 ARRIZON, FRANCISCO	MAY 2019		COMMISSIONER'S STIPEND	

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214522	5/20/2019	888321 ARRIZON, FRANCISCO	(Continued)			
					001-310-0000-4111 Total :	75.00 <b>75.0</b> 0
214523	5/20/2019	100222 ARROYO BUILDING MATERIALS, INC	226423		MISC. HARDWARE PURCHASES	
			227070	11936	001-311-0000-4300 MISC. HARDWARE PURCHASES	15.29
			227079	11936	001-311-0000-4300 MISC. HARDWARE PURCHASES	203.4
			221010	11936	001-311-0000-4300	177.10
					Total :	395.8
214524	5/20/2019	893176 AUTOZONE STORE 5681	5681218980		VEHICLE MAINT-PW4125	
			5681220638		070-382-0000-4400 RUNNING BOARDS	85.9
					070-382-0000-4400	452.09
			5681225283		BATTERY 041-320-0225-4400	171.3
			5681227166		SOLAR PANEL/ BATTERY CHARGER	
					070-383-0000-4400 Total :	80.28 <b>789.6</b>
214525	5/20/2010	893168 AVILES, FRANSISCA	39-3055-00		WATER ACCT REFUND-1226 MOTT	
214020	0/20/2010	OSSIGO AVILLO, FIVATOIOSA	00-0000-00		070-2010	224.4
					Total:	224.4
214526	5/20/2019	893013 AYSON, LEILANI	03/30-05/03		ZUMBA INSTRUCTOR	
					017-420-1337-4260 Total :	250.00 <b>250.0</b> 0
044507	5/00/0040	ACCUSED DADA IAC ODVOTAL	APPIII 0040			200.00
214527	5/20/2019	890546 BARAJAS, CRYSTAL	APRIL 2019		MMAP MENTOR INSTRUCTOR 109-424-3614-4260	357.0
					Total:	357.0
214528	5/20/2019	892784 BARAJAS, MARIA BERENICE	03/30-05/03-1		CYCLING INSTRUCTOR	
			02/20 05/02 2		017-420-1337-4260	100.00
			03/30-05/03-2		INSTRUCTOR-TOTAL BODY CONDITION	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
214528	5/20/2019	892784 BARAJAS, MARIA BERENICE	(Continued)			
					017-420-1337-4260	420.00
					Total :	520.00
214529	5/20/2019	892426 BEARCOM	4821455		COMPUTER MAINTENANCE CONTRAC	
				11807	001-135-0000-4260	7,388.55
					Total:	7,388.5
214530	5/20/2019	890838 BLUE TARP CREDIT SERVICES	42439562		TRUCK BOXES-PK0625	
214000	3/20/2013	000000 BEGE IAIN GINEBIT GENVIOLO	42403002		041-320-0390-4400	604.97
					Total :	604.97
214531	E/20/2040	888800 BUSINESS CARD	041519		COETMARE CURCORIDATION	
214551	5/20/2019	666600 BUSINESS CARD	041519		SOFTWARE SUBSCRIPTION	40.0
			044040		001-422-0000-4300	13.95
			041919		SENIOR EXPO ENTERTAINMENT 001-422-0000-4260	50.00
			042219		SUPPLIES-MOTHER'S DAY EVENT	50.00
			042219		004-2346	86.97
			042219		LAPTOP MOUNT	00.01
					001-152-0000-4300	245.64
			042219		SUMMIT REGISTRATION	
					001-420-0000-4370	150.00
			042219		MEETING REGISTRATION	
					001-105-0000-4370	45.00
			042419		NOTEBOOK REFILL PAGES	
					001-105-0000-4300	10.28
			042419		BUSINESS CARDS	
					001-105-0000-4300	55.98
					001-152-0000-4300	152.04
					001-150-0000-4300 001-140-0000-4300	152.04 76.02
			042519		CELL PHONE ACCESSORIES	76.02
			042010		070-382-0000-4320	32.13
			042519-2		CELL PHONE ACCESSORIES	J2. IX
			0-2010-2		070-382-0000-4320	19.98
			042519-3		CELL PHONE ACCESSORIES	.5.50
			<del>-</del>		070-382-0000-4320	26.75

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
214531	5/20/2019	888800 BUSINESS CARD	(Continued)			-
			043019		FINANCE CHARGE	
					001-190-0000-4435	114.87
			043019		RGSTR-NALEO CONF ON 06/20-06/22 II	
					001-101-0111-4370	600.00
			043019		CERTIFICATE JACKETS	
					001-101-0000-4300	418.72
			050119		RGSTR-BUSINESS WRITING SKILLS W	
					001-130-0000-4380	499.00
			050119		POSTS BOOSTS	
					001-105-0000-4270	58.49
			050119		AIR FARE-NALEO CONF ON 06/20-06/22	
					001-101-0111-4370	636.60
			050219		BUTTON PRESS & MAKING SUPPLIES	
					001-105-0000-4300	145.81
			050319		KICKBALL PROG SUPPLIES	
					017-420-1334-4300	132.30
					017-420-1328-4300	32.98
			050319		001-423-0000-4300 LODGING-SCAG CONF IN PALM DESEF	139.09
			050319		001-105-0000-4370	273.46
					001-101-0102-4370	273.46
			050319		ANNUAL MEMBERSHIP DUES	2/3.40
			050519		001-101-0101-4380	100.00
			050619		DINNER FOR CC & STAFF-MTG 05/06/1	100.00
			000010		001-101-0000-4300	76.00
			050719		CIRCLE PUNCH-VGA ADAPTERS	70.00
			0007.10		001-105-0000-4300	43.16
					Total:	4,660.72
214532	5/20/2010	888800 BUSINESS CARD	042919		LODGING-SBSLI POST TRAINING IN OF	
_14002	5,25,2515	SSSSS BOOMEDO OF IND	072313		001-225-0000-4370	396.68
			050619-1		COPY PAPER	390.00
			000010-1		001-222-0000-4300	269.35
			050619-2		OFFICE SUPPLIES	200.00
			0000.02		001-222-0000-4300	163.21

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 CITY OF SAN FERNANDO
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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
214532	5/20/2019	888800 BUSINESS CARD	(Continued)		Total :	829.24
214533	5/20/2019	888800 BUSINESS CARD	032919		FINANCE CHARGES	
					001-190-0000-4435	40.81
			042919		LATE CHARGES	
					001-190-0000-4435	39.00
			043019		FINANCE CHARGES	
					001-190-0000-4435	29.71
			061918		IT SUPPLIES	
					001-135-0000-4300	47.16
			062918		FINANCE CHARGES	
					001-190-0000-4435	220.31
			070519-1		LODGING-MMAP CONFERENCE	
					004-2359	316.15
			070519-2		LODGING-MMAP CONFERENCE	
					004-2359	319.14
			070519-3		LODGING-MMAP CONFERENCE	
					004-2359	316.15
			070519-4		LODGING-MMAP CONFERENCE	040.4
			070540 5		004-2359	316.15
			070519-5		LODGING-MMAP CONFERENCE 004-2359	316.15
			072719		LP STAGE REPL PARTS	310.10
			072719		004-2380	221.72
					Total :	2,182.45
					Total:	2,102.45
214534	5/20/2019	893181 CALLAGHAN, CYNTHIA	71007901		PARKING CITATION REFUND	
					001-3430-0000	90.00
					Total :	90.00
214535	5/20/2019	889056 CALLEROS, MARIA	REIMB.		MILEAGE REIMB.	
					001-420-0000-4390	32.60
					Total :	32.60
214536	5/20/2019	892465 CANON SOLUTIONS AMERICA, INC.	4029174611		SRO PRINTER MAINT. & COPIES-01/05/	
211000	0.20.20.0	002 100 07 11011 0020 1101107 111211107 1, 1110.	1020111011	11817	001-135-0000-4260	569.87
						569.87
					Total:	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214537	5/20/2019	103619 CARL WARREN & CO.	1875450		LEGAL SERVICES	
			1875451		006-190-0000-4800 LEGAL SERVICES	1,000.00
					006-190-0000-4800	1,000.00
			1875724		LEGAL SERVICES 006-190-0000-4800	375.00
			1875725		LEGAL SERVICES	
			1875726		006-190-0000-4800 LEGAL SERVICES	375.00
			1073720		006-190-0000-4800	375.00
			1875727		LEGAL SERVICES 006-190-0000-4800	375.00
					Total :	
214538	5/20/2019	891860 CARL WARREN & COMPANY	10481-10485		REIMB. OF ITF ACCT (LIABILITY CLAIMS	
					006-1037	4,233.65
					Total :	4,233.65
214539	5/20/2019	890117 CASMANN UPHOLSTERY SERVICES	17643		VEHICLE MAINT-WA9503	
					070-382-0000-4400 Total :	850.00 <b>850.00</b>
214540	E/20/2010	103948 CDW GOVERNMENT, INC.	RWH6559		HP TRANSFER KIT FOR 4700 PRINTER	
214040	5/20/2019	103946 CDW GOVERNIVIENT, INC.	KWH0559	11956	001-130-0000-4300	288.20
					Total :	288.20
214541	5/20/2019	893177 CELL ENERGY	IN0003353		BATTERY	
					041-1215 Total :	256.33 256.33
214542	5/20/2019	100731 CITY OF LOS ANGELES	74PW190000026	11830	FY 18-19 ASSSC OPERATION & MAINTE 072-360-0629-4260	167,322.00
			74WP190000027	11030	FY 18-19 ASSSC CAPITAL PORTION-MA	
				11831	072-365-0629-4600	119,905.00
					Total :	287,227.00
214543	5/20/2019	101957 CITY OF LOS ANGELES	38SF190000013		FIRE SERVICES-JUNE 2019	

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214543	5/20/2019	101957 CITY OF LOS ANGELES	(Continued)			
					001-500-0000-4260	206,115.35
					Total :	206,115.35
214544	5/20/2019	103029 CITY OF SAN FERNANDO	1733-1776		REIMB. TO WORKERS COMP ACCT	
					006-1038	10,608.25
					Total :	10,608.25
214545	5/20/2019	890893 CITY OF SAN FERNANDO	APRIL 2019		COMMISSIONER'S STIPEND DONATION	
					001-115-0000-4111	75.00
					Total :	75.00
214546	5/20/2019	100766 COMMUNITY DEVELOPMENT	NONPO		LONG TERM PAYABLE TO CDC	
					026-2085	8,520.00
					Total :	8,520.00
214547	5/20/2019	100805 COOPER HARDWARE INC.	115559		MISCELLANEOUS SUPPLIES	
				11872	070-383-0301-4300	5.95
			115811		MISCELLANEOUS SUPPLIES	
				11872	043-390-0000-4300	21.85
			115884		MISCELLANEOUS SUPPLIES	
				11872	001-311-0000-4300	5.25
			115913		MISCELLANEOUS SUPPLIES	
				11872	001-341-0301-4300	10.39
			115992	11872	MISCELLANEOUS SUPPLIES 001-341-0301-4300	12.90
				11072	Total :	56.34
					Total .	56.34
214548	5/20/2019	892687 CORE & MAIN LP	K270553		WATER & FIRE SERVICE MATERIALS	
				11842	070-383-0301-4300	1,550.48
			K288793		WATER & FIRE SERVICE MATERIALS	
				11842	070-383-0301-4300	3,147.14
			K334775		WATER & FIRE SERVICE MATERIALS	
				11842	070-383-0301-4300	2,275.61
			K335365	44040	WATER & FIRE SERVICE MATERIALS	700.40
			K400467	11842	070-383-0301-4300	-732.46
			K490467	11042	WATER & FIRE SERVICE MATERIALS	-732.4

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214548	5/20/2019	892687 CORE & MAIN LP	(Continued)			
			K509886	11842	070-383-0301-4300 WATER & FIRE SERVICE MATERIALS	469.48
			11000000	11842	070-383-0301-4300	675.03
					Total :	7,385.28
214549	5/20/2019	892937 CORONA, AIDEE	03/18-05/10		INSTRUCTOR-CARDIO DANCE & PUMP	
					017-420-1322-4260 Total :	240.00 240.00
						240.00
214550	5/20/2019	100499 CPCA	12845		MEMBERSHIP RENEWAL 001-222-0000-4380	440.00
					Total :	440.00
214551	5/20/2019	893178 DANCO TOOL & SUPPLY	3874		PUMP AND LOCKS	
211001	0/20/2010	SSTITE BANGE TOOL & GOTT ET	0014		070-383-0000-4310	1,467.30
					Total :	1,467.30
214552	5/20/2019	103868 DAVID EVANS & ASSOCIATES, INC	442059		DESIGN SERVICES FOR SRTS CYCLE:	
				11728	012-311-0553-4600 Total :	218.50 <b>218.50</b>
						210.50
214553	5/20/2019	100960 DIEDIKER, VIRGINIA	REIMB.		SPRING JAMBOREE SUPPLIES 001-424-0000-4300	82.50
					Total :	82.50
214554	5/20/2019	893169 DURAN, VIVIANA	39-0465-03		WATER ACCT REFUND-723 HEWITT	
		,			070-2010	49.48
					Total:	49.48
214555	5/20/2019	889121 EDGESOFT, INC.	3079		EDGESOFT MAINTENANCE CONTRACT	
				11821	055-135-0000-4260 Total :	8,750.00 <b>8,750.00</b>
214556	E/20/2040	892887 ENGINEERING SOLUTIONS SERVICES	1805-82C		GRANT ASSISTANCE SERVICES	-,
214000	5/20/2019	692887 ENGINEERING SOLUTIONS SERVICES	1805-82C	11781	001-310-0000-4270	11,810.89
			1805-82D		GRANT ASSISTANCE SERVICES	
				11781	001-310-0000-4270	6,288.75

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214556	5/20/2019	892887	892887 ENGINEERING SOLUT	IONS SERVICES (Continued)			Total :	18,099.6
214557	5/20/2019	890378 ENNIS	S PAINT INC	369752		CURB PAINT		
						001-311-0000-4300		1,067.5
							Total :	1,067.5
214558	5/20/2019	893137 EXPLI	ICIT BUILDERS INC.	INV-000439		REPAIR/MODIFY SERVICE/METER	R ROC	
					11949	070-385-0000-4600		6,000.0
					11949	043-390-0000-4300		3,725.0
							Total :	9,725.0
214559	5/20/2019	891622 FARM	ER BROTHERS	68996199		BREAK ROOM SUPPLIES		
						001-222-0000-4300		49.5
							Total :	49.5
214560	5/20/2019	101147 FEDE	X	6-534-57120		COURIER SERVICES		
						001-190-0000-4280		62.9
							Total :	62.9
214561	5/20/2019	892198 FRON	TIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS		
						001-222-0000-4220		568.3
				209-150-5251-040172		MWD METER (P.W.)		
						070-384-0000-4220		45.8
				209-151-4939-102990		MUSIC CHANNEL		
						001-190-0000-4220		41.7
				209-151-4941-102990		POLICE PAGING		50.7
				209-188-4361-031792		001-222-0000-4220 RCS PHONE LINES		50.7
				209-100-4301-031792		001-420-0000-4220		108.3
				209-188-4362-031792		PD MAJOR PHONE LINES		100.5
				200 100 1002 001102		001-222-0000-4220		601.3
				209-188-4363-031892		VARIOUS PHONE LINES		
						001-190-0000-4220		76.29
						070-384-0000-4220		390.40
						001-420-0000-4220		252.19
				818-361-0901-051499		SEWER FLOW MONITORING		
						072-360-0000-4220		62.6

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214561	5/20/2019	892198 FRONTIER COMMUNICATIONS	(Continued) 818-361-3958-091407 818-361-6728-080105		CNG STATION 074-320-0000-4220 ENGINEERING FAX LINE	50.89
			818-365-5097-120298		001-310-0000-4220 POLICE NARCOTICS VAULT 001-222-0000-4220	34.83 34.84
			818-837-1509-032207		PUBLIC WORKS PHONE LINES 001-190-0000-4220	25.80
			818-838-1841-112596		ENGINEERING FAX MODEM 001-310-0000-4220 POLICE DEPT ALARM PANEL	35.65
			818-838-4969-021803		001-222-0000-4220	112.58
					Total :	2,492.26
214562	5/20/2019	101295 GEIGER	3863830		ARBOR DAY/PW WEEK SUPPLIES 001-310-0000-4300 Total :	211.36 <b>211.36</b>
214563	5/20/2019	892918 GOOD TIMEZ PHOTO BOOTHS	042619		SENIOR DANCE-PHOTO BOOTH RENT/ 004-2380 Total:	285.00 <b>285.00</b>
214564	5/20/2019	892550 GOVEA, DAVID	APRIL 2019		COMMISSIONER'S REIMBURSEMENT 001-115-0000-4111	75.00
					Total :	75.00
214565	5/20/2019	101434 GUZMAN, JESUS ALBERTO	APRIL 2019		MMAP INSTRUCTOR 109-424-3614-4260 Total :	300.00 <b>300.00</b>
214566	5/20/2019	101428 H & H WHOLESALE PARTS	BST3CR1675		FULL SERVICE FOR VEHICLE BATTERI	
			BST3IN6821	11859	041-1215 FULL SERVICE FOR VEHICLE BATTERI	-98.48
			BST3IN6832	11859 11859	041-1215 FULL SERVICE FOR VEHICLE BATTERI 041-1215	273.25 273.25
				11009	0+1-1∠13	213.25

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214566	5/20/2019	101428 H & H WHOLESALE PARTS	(Continued)		Total :	448.02
214567	5/20/2019	101427 H.C. STROUD	14777		FACILITY MAINT-CITY HALL 043-390-0000-4330 Total :	167.20 <b>167.20</b>
214568	5/20/2019	101512 HDL, COREN & CONE	0026473-IN		CONTRACT SERVICES-PROPERTY TA) 001-130-0000-4270	1,506.79 <b>1,506.79</b>
214569	5/20/2019	890594 HEALTH AND HUMAN RESOURCE	203702		EAP-JUNE 2019 001-133-0000-4260 <b>Total</b> :	243.10 <b>243.10</b>
214570	5/20/2019	893170 HILLAND, DONALD	31-1350-003		WATER ACCT REFUND-101 N MACLAY 070-2010 Total :	14.91 <b>14.91</b>
214571	5/20/2019	893179 HUMANA INC	PERMIT 4814		PERMIT REFUND 001-3730-0000 Total :	104.00 <b>104.00</b>
214572	5/20/2019	893171 HYMES, ANGELA	58-2918-02		WATER ACCT REFUND-743 N LAZARD 070-2010 Total :	25.10 <b>25.10</b>
214573	5/20/2019	101593 I.M.S.A.	042919		2019 MEMBERSHIP DUES 043-390-0000-4360 Total :	100.00 <b>100.00</b>
214574	5/20/2019	101599 IMAGE 2000 CORPORATION	284858		VARIOUS COPIER MAINT CONTRACT 0 001-135-0000-4260 072-360-0000-4450 001-135-0000-4260 Total :	1,339.14 25.88 150.98 <b>1,516.00</b>
214575	5/20/2019	891570 INNOVATIVE TELECOM. SYSTEMS	2531		TELEPHONE EQUIPMENT MAINT-JUNE 001-190-0000-4260	395.00

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oucher	Date	Vendor	Invoice	PO#	Description/Account	Amour
214575	5/20/2019				Total :	395.0
214576	5/20/2019	891777 IRRIGATION EXPRESS	15145261-00		IRRIGATION SUPPLIES FOR REPAIRS {	
	0/20/2010	SSTATE WARRIEST EST TRESS	1011020100	11879	043-390-0000-4300	83.9
			15145610-00		IRRIGATION SUPPLIES FOR REPAIRS &	
				11879	070-384-0000-4300	109.6
			15146056-00		IRRIGATION SUPPLIES FOR REPAIRS &	
				11879	043-390-0000-4300	51.4
			15146137-00	44070	IRRIGATION SUPPLIES FOR REPAIRS {	400.0
			15146974 00	11879	043-390-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS {	100.3
			15146874-00	11879	043-390-0000-4300	81.60
			15147122-00	11079	IRRIGATION SUPPLIES FOR REPAIRS {	01.00
			10111122 00	11879	043-390-0000-4300	55.60
					Total :	482.5
214577	5/20/2019	889680 JIMENEZ LOPEZ, JUAN MANUEL	APRII 2019		MMAP INSTRUCTOR	
					109-424-3614-4260	180.0
					Total:	180.0
214578	5/20/2019	101764 KEYSTONE UNIFORM DEPOT	700029825		UNIFORMS	
	0/20/2010	TOTTO THE TOTO THE CHAIN OF THE BET OF	100020020		001-222-0000-4300	937.72
					Total:	937.7
214579	5/20/2019	892641 KIDNEY QUEST FOUNDATION, INC.	FY18/19		CIF-SURVIVORS & CAREGIVERS RECC	
		,			053-101-0101-4430	300.00
					Total :	300.0
214580	5/20/2019	101768 KIMBALL-MIDWEST	7083425		MISC SUPPLIES	
					041-1215	12.10
					Total:	12.10
214581	5/20/2019	891738 KNIGHT COMMUNICATIONS INC	20101093		IT MANAGEMENT SERVICES-MAY 2019	
				11823	001-135-0000-4270	10.000.0
					Total:	10,000.0
214582	5/20/2019	893003 KRISTINE J EXTON, ESQ., PC	K18019-2		INVESTIGATION SERVICES	
				11969	001-112-0000-4270	2,704.8

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214582	5/20/2019	893003	(Continued)			Total :	2,704.80
214583	5/20/2019	101852 LARRY & JOE'S PLUMBING	2094537-0001-02		MISC SUPPLIES		
					070-384-0000-4310		29.19
						Total :	29.19
214584	5/20/2019	893063 LEON, MIGUEL	050219		ROSES-SENIOR CLUB MOTH	IER'S DAY	
					004-2380		131.37
						Total :	131.37
214585	5/20/2019	101920 LIEBERT CASSIDY WHITMORE	1476648		LEGAL SERVICES		
					001-112-0000-4270		2,495.95
			1476649		LEGAL SERVICES		0.400.00
			1476650		001-112-0000-4270 LEGAL SERVICES		2,109.00
			1470030		001-112-0000-4270		597.81
						Total :	5,202.76
214586	5/20/2019	101936 LOCAL GOVERNMENT PUBLICATIONS	19-223		2019 UPDATES-LONGTIN'S C	CA. LAND U	
					001-150-0000-4300		143.56
						Total :	143.56
214587	5/20/2019	892477 LOWES	1323		SMALL TOOLS		
					041-320-0000-4340		394.13
			1833		MISC SUPPLIES		
					043-390-0000-4330	Total :	71.01 <b>465.14</b>
						iotai .	405.14
214588	5/20/2019	892243 MAGALY'S TAMALES	FY18/19		CIF-SFVCOG APRIL BOARD I	MTG REFR	
					053-101-0103-4430		52.00
						Total :	52.00
214589	5/20/2019	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINES		
					007-440-0441-4220		33.65
						Total :	33.65
214590	5/20/2019	892140 MICHAEL BAKER	1047114		CDBG ADMINISTRATIVE & LA	ABOR COM	
				11886	026-311-0157-4260		1,155.00

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214590	5/20/2019	892140 892140 MICHAEL BAKER	(Continued)		То	tal:	1,155.00
214591	5/20/2019	102226 MISSION LINEN SUPPLY	509743819		LAUNDRY		
					001-225-0000-4350		111.63
			509785016		LAUNDRY		
			500000705		001-225-0000-4350		103.40
			509803765		LAUNDRY 001-225-0000-4350		98.48
			509830117		LAUNDRY		30.40
					001-225-0000-4350		103.30
			509851201		LAUNDRY		
					001-225-0000-4350		109.81
					То	tal:	526.62
214592	5/20/2019	893175 MORA, MELVIN	31-0605-10		WATER ACCT REFUND-652 FOURTH	ł	
					070-2010		78.66
					То	tal:	78.66
214593	5/20/2019	893050 MORALES-RODRIGUEZ, CRISTAL	APRIL 2019		MMAP MENTOR INSTRUCTOR		
					109-424-3614-4260		357.00
					То	tal:	357.00
214594	5/20/2019	892535 MORAN, YOVANNI	03/30-05/03		YOGA INSTRUCTOR		
					017-420-1337-4260		125.00
					То	tal:	125.00
214595	5/20/2019	892800 MORGENSTERN, ROBERT	050919		INTERPRETATION SERVICES-CC M	TG .	
					001-101-0000-4270		250.00
					То	tal:	250.00
214596	5/20/2019	102303 NACHO'S ORNAMENTAL SUPPLY	INV213364		SUPPLIES TO REPAIR BBQ PITS		
					043-390-0000-4300		96.25
			INV214261		MATL'S-GATE REPAIR-120 MACNEIL		
					043-390-0000-4300		223.59
			INV214303		MATL'S-GATE REPAIR-120 MACNEIL 043-390-0000-4300		19.31
			INV214315		MATL'S-GATE REPAIR-120 MACNEIL		19.31
					043-390-0000-4300		139.18

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214596	5/20/2019	102303 NACHO'S ORNAMENTAL SU	JPPLY (Continued)		Total :	478.33
214597	5/20/2019	102325 NAPA AUTO PARTS	5478-991166		MISC SUPPLIES-PK3325	
					041-320-0390-4400	2.19
			5478-992005		VEHICLE MAINT-WA9503 070-382-0000-4400	272.65
					070-382-0000-4400 Total :	
					iotai .	274.04
214598	5/20/2019	102410 NORTHRIDGE HOSPITAL MEDICAL	30151061634		SART EXAM	
					001-224-0000-4270	1,020.00
					Total :	1,020.00
214599	5/20/2019	102403 NOW IMAGE PRINTING	2019036		WINDOW ENVELOPES	
					001-130-0000-4300	378.40
			2019039		ALARM PERMIT RETURN ENVELOPES	
					001-130-0000-4300	192.23
					Total :	570.63
214600	5/20/2019	102432 OFFICE DEPOT	2296871155		DEPARTMENT SUPPLIES	
					001-420-0000-4300	31.20
			2297173733		OFFICE SUPPLIES	
					001-222-0000-4300	71.27
			2298083510		OFFICE CHAIR 001-222-0000-4300	371.54
			303724338001		OFFICE SUPPLIES	371.04
			000121000001		001-222-0000-4300	49.40
			303724581001		OFFICE SUPPLIES	
					001-222-0000-4300	32.99
			303724583001		OFFICE SUPPLIES	
					001-222-0000-4300	54.99
			303724584001		OFFICE SUPPLIES 001-222-0000-4300	12.38
			303791169001		OFFICE SUPPLIES	12.30
			000731103001		001-222-0000-4300	89.07
			304940875001		OFFICE SUPPLIES	
					001-222-0000-4300	49.72
			304941127001		OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214600	5/20/2019	102432 OFFICE DEPOT	(Continued)			
					001-222-0000-4300	10.95
			306445435001		OFFICE SUPPLIES	
					001-152-0000-4300	130.46
			307037277001		TONERS, PROTECTOR SCREEN & OFF	
					001-150-0000-4300	570.61
					001-140-0000-4300	570.60
			307045150001		OFFICE SUPPLIES	
					001-150-0000-4300	28.70
			307579888001		OFFICE SUPPLIES	
					041-320-0000-4300	60.00
					043-390-0000-4300	40.00
					029-335-0000-4300	201.49
			308866854001		OFFICE SUPPLIES	
					001-222-0000-4300	59.33
			308867619001		OFFICE SUPPLIES	
					001-222-0000-4300	8.13
			309319402001		OFFICE SUPPLIES	
					001-130-0000-4300	136.60
					Total:	2,579.43
214601	5/20/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-327965		VEHICLE SERVICE MAINT. & REPAIR PA	
				11847	041-320-0390-4400	323.16
			4605-329570		VEHICLE SERVICE MAINT. & REPAIR PA	
				11847	041-320-0221-4400	45.53
			4605-329614		VEHICLE SERVICE MAINT. & REPAIR PA	
				11847	041-320-0390-4400	74.61
					Total:	443.30
214602	5/20/2019	892749 PACHECO, VERONICA	APRIL 2019		COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	75.00
					Total:	75.00
24.4602	F/00/0010	000545 DEDEZ MADIDEI	REIMB.		MILEACE BEIMP	
214603	5/20/2019	889545 PEREZ, MARIBEL	REIMB.		MILEAGE REIMB.	
					001-420-0000-4390	47.22
					Total :	47.22

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list 15/2019	9:11:26AI	м	Voucher List CITY OF SAN FERNAN	DO		Page: 17
ık code :	bank3					
cher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1604	5/20/2019	891379 PROTECT YOUTH SPORTS	698748		B-BALL COACH BACKGROUND CHECK	
					017-420-1328-4260	20.95
					Total:	20.95
1605	5/20/2019	890536 PRUDENTIAL OVERALL SUPPLY	171016234		P.W. UNIFORM PURCHASE	
				11874	043-390-0000-4310	848.80
					Total:	848.80
1606	5/20/2019	102779 RAMIREZ, THOMAS	APRIL 2019		KARATE INSTRUCTOR	
					017-420-1326-4260	570.00
					Total :	570.00
1607	5/20/2019	102803 RED WING SHOE STORE	64281		SAFETY SHOES	
					072-360-0000-4310	172.19
					Total:	172.19
1608	5/20/2019	891881 REMENIH, MICHAEL	APRIL 2019		COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	75.00
					Total:	75.00
1609	5/20/2019	889602 RESPOND SYSTEMS	104322		SAFETY SUPPLIES	
					070-384-0000-4310	295.96
			381642		FIRST AID SUPPLIES-501 FIRST	
			381643		072-360-0000-4310 FIRST AID SUPPLIES-120 MACNEIL	361.74
			36 1643		070-381-0000-4300	371.53
					Total:	1,029.23
1610	5/20/2019	892368 REYES, MIGUEL ANGEL	03/18-05/10		INSTRUCTOR-LIFTING & ENERGY TRAI	
	0/20/2010	002000 NETEO, IMPORENTIALE	55/10 55/10		017-420-1322-4260	240.00
					Total :	240.00
1611	5/20/2019	887296 ROBLEDO, OLIVIA	APRIL 2019		COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	75.00
					Total :	75.00
1612	5/20/2019	893172 ROBLES, ROBERT	50-4100-05		WATER ACCT REFUND-1030 FERMOOF	
					070-2010	14.17

vchlist 05/15/2019	9:11:26A	м	Voucher List CITY OF SAN FERNAND	00		Page: 18
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214612	5/20/2019	893172 ROBLES, ROBERT	(Continued)		Total :	14.17
214613	5/20/2019	892036 ROTHSCHILD, DEBORAH	03/18-05/10		INSTRUCTOR-STRETCH TO MUSIC 017-420-1322-4260 Total :	800.00 <b>800.00</b>
214614	5/20/2019	103045 SAN FER. MALL DOWNTOWN ASSOC.	APRIL 2019		REIMB TO DOWNTOWN ASSOC-APR. 2 001-2260 Total :	1,500.00 <b>1,500.00</b>
214615	5/20/2019	103038 SAN FERNANDO FLORIST	5275		SENIOR CLUB FLOWERS 004-2380 Total:	165.00 <b>165.00</b>
214616	5/20/2019	103057 SAN FERNANDO VALLEY SUN	10520 10521		PUBLIC NOTICE-ORD NO 1687 001-115-0000-4230 PUBLIC NOTICE-ORD NO 1686 001-115-0000-4230 Total:	775.00 1,128.13 <b>1,903.13</b>
214617	5/20/2019	892416 SANCHEZ, KARLA	03/30-05/03		ZUMBA INSTRUCTOR 017-420-1337-4260 Total :	365.00 <b>365.00</b>
214618	5/20/2019	893174 SANDOVAL, MARIELA	54-1832-07		WATER ACCT REFUND-1301 LUCAS 070-2010 Total:	335.98 <b>335.98</b>
214619	5/20/2019	893107 SIEMENS MOBILITY INC	5620021568 5620022438	11946	FY 2018/19 ON-CALL TRAFFIC SIGNAL I 001-371-0564-4300 FY 2018/19 ON-CALL TRAFFIC SIGNAL I	3,627.30
			5620024565	11946 11946	001-371-0301-4300 FY 2018/19 ON-CALL TRAFFIC SIGNAL I 001-371-0301-4300	387.50 466.56 <b>4,481.36</b>
214620	5/20/2019	893182 SILVA, AMPELIA SANDOVAL	NONPO		LIVESCAN REFUND 001-3720-0000	25.00

Voucher List

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214626

214627

5/20/2019 893173 THE FAMILY SERVICES

5/20/2019 101528 THE HOME DEPOT CRC, ACCT#603532202490 2070057

05/15/2019	9:11:26A	И	CITY OF SAN FERNAN	IDO			
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
214620	5/20/2019	893182 SILVA, AMPELIA SANDOV	AL (Continued)		1	Total :	25.00
214621	5/20/2019	103184 SMART & FINAL	31096		SPRING JAMBOREE SUPPLIES		
			33475		004-2391 DEPARTMENT SUPPLIES		68.92
			33473		001-422-0000-4300		56.04
			45982		PARK CLEAN-UP SUPPLIES		
			70715		001-420-0000-4300 ENP COFFEE SUPPLIES		22.03
			70713		004-2346		18.37
			70716		SENIOR CLUB SUPPLIES		
					004-2383	Total :	33.78 199.14
						iotai .	100.14
214622	5/20/2019	103193 SNAP-ON INDUSTRIAL	ARV/39566595		TRAFFIC SIGNAL BREAKER BAR 001-370-0301-4300		232.85
						Total :	232.85
214623	5/20/2010	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS		
214023	3/20/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-002-7075		043-390-0000-4210		3,526.53
						Total :	3,526.53
214624	5/20/2019	100532 STATE OF CALIFORNIA, DEPARTMENT	OF JU! 370688		LIVESCAN FINGERPRINTING-APR	2019	
					004-2386		2,823.00
					٦	Total :	2,823.00
214625	5/20/2019	103090 SUSAN SAXE-CLIFFORD, PH.D.	19-0425-5		PSYCH EVALUATION		
					001-222-0000-4260	T-4-1 .	450.00
					1	Total :	450.00

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19.01 **19.01** 

223.22

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WATER ACCT REFUND-447 N MACLAY 070-2010

MATL'S FOR REPAIRS 043-390-0000-4330 MAT'LS FOR REPAIRS 043-390-0000-4330 19

vchlist 05/15/2019	9:11:26A	м	Voucher List CITY OF SAN FERNAN	NDO		Page:
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amou
214627	5/20/2019	101528 THE HOME DEPOT CRC, ACCT#6035	32202490 (Continued)			
			5071342		GRAFFITI ABATEMENT SUPPLIES	
					001-152-0000-4300	559.
			63226		SMALL TOOLS	
					043-390-0000-4330	47.
			63227		MATL'S TO INSTALL CITY LOGOS	
					043-390-0000-4330	51.
			70423		SUPPLIES-PHONE LINE EXTENSION FF	
					070-384-0000-4310	459.
			70424		MISC TOOLS	
					029-335-0000-4340	286.
			00.40000		070-383-0000-4340	118.
			8242662		MISC SUPPLIES 001-420-0000-4300	81.
			9063392		PAINT-CITY HALL WALL REPAIR	01.
			9003392		043-390-0000-4330	57.
					Total :	1,934.
214628	5/20/2010	103903 TIME WARNER CABLE	10328042719		CABLE - 05/05-06/04	
214020	3/20/2019	103903 TIME WARNER CABLE	10320042719		001-190-0000-4220	134.
			10518042119		CABLE-REC PARK 04/29-05/28	134.
			10310042119		001-420-0000-4260	239.
			222204042019		CABLE-PW OPS 04/29-05/28	200.
			222204042010		043-390-0000-4260	119.
					Total:	492.
214629	5/20/2019	892525 T-MOBILE	958769818		HOTSPOTS & TABLET CONNECTION-03	
211020	0.20.20.0	COLULE I MODILE	000,000,0		001-420-0000-4220	49.
					001-152-0000-4220	29.
					Total:	79.
24.4620	E/00/0010	402442 TRANCLINIONLLC	04005500		CDEDIT CHECK	
214630	5/20/2019	103413 TRANS UNION LLC	04905569		CREDIT CHECK	20
					001-222-0000-4260	82.
					Total :	82.
214631	5/20/2019	890998 TRUJILLO, RODOLFO	MAY 2019		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.

9:11:26A	м	Voucher List CITY OF SAN FERNAN	IDO	,	Page: 21		
bank3							
Date	Vendor	Invoice	PO #	Description/Account	Amount		
5/20/2019	890998 890998 TRUJILLO, RODOLFO	(Continued)		Total :	75.00		
5/20/2019	888241 UNITED SITE SERVICES OF CAINC	114-7702685		PORTABLE TOILET RENTAL AT CITY FA			
			11896	043-390-0000-4260	173.81		
		114-8396257		PORTABLE TOILET RENTAL AT CITY FA			
			11896	043-390-0000-4260	738.92		
		114-8419535		PORTABLE TOILET RENTAL AT CITY FA			
			11896		509.93		
				Total :	1,422.66		
5/20/2019	892612 URBAN FUTURES, INC	CD-2019-21		DISCLOSURE ANNUAL REPORTS-FY 17			
				012-190-0000-4265	988.38		
				Total :	988.38		
5/20/2019	893180 URENA, RAQUEL	050219		REIMB FOR SENIOR DANCE FOOD			
				004-2380	109.49		
				Total :	109.49		
5/20/2019	103534 VALLEY LOCKSMITH	6025		LOCKSMITH SERVICES FOR ALL FACIL			
			11865		406.37		
				Total:	406.37		
5/20/2019	889627 VERIZON CONFERENCING	76613254		CONFERENCE CALLS-APRIL			
					2.67		
				Total:	2.67		
5/20/2019	100101 VERIZON WIRELESS-LA	082651031		VARIOUS CELL PHONE PLANS			
0/20/2010	TOOTOT VERIZON WINCEEDO-EN	302001001			279.20		
				001-152-0000-4220	152.06		
		9828325981		MDT MODEMS-PD UNITS			
				001-222-0000-4220	1,227.50		
		9828599142		PLANNING CELL PHONE PLAN			
					5.36		
		9828906/21			152.70		
		0828017281			153.70		
		9020911201			400.99		
				043-390-0000-4220	21.91		
	bank3  Date  5/20/2019  5/20/2019  5/20/2019  5/20/2019  5/20/2019	Date         Vendor           5/20/2019         890998         890998         TRUJILLO, RODOLFO	9:11:26AM         CITY OF SAN FERNAN           bank3         Invoice           5/20/2019         890998         890998         R90998         R90998 <th <="" colspan="2" td=""><td>  Dank3   Date   Vendor   Invoice   PO #    </td><td>  Date   Vendor   Invoice   PO #   Description/Account    </td></th>	<td>  Dank3   Date   Vendor   Invoice   PO #    </td> <td>  Date   Vendor   Invoice   PO #   Description/Account    </td>		Dank3   Date   Vendor   Invoice   PO #	Date   Vendor   Invoice   PO #   Description/Account

05/15/2019	9:11:26AI	М	CITY OF SAN FERN	ANDO		Page:	22
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
214637	5/20/2019	100101 VERIZON WIRELESS-LA	(Continued)				
					041-320-0000-4220		21.91
					072-360-0000-4220		31.58
			9828927792		VARIOUS CELL PHONE PLANS		
					001-133-0000-4220		70.87
					070-384-0000-4220		52.12
					001-310-0000-4220		33.35
					Tota	ıl:	2,450.55
214638	5/20/2019	890970 WEX BANK	58974052		FUEL FOR FLEET		
					041-320-0152-4402		291.68
					041-320-0221-4402		164.71
					041-320-0222-4402		147.17
					041-320-0224-4402		764.18
					041-320-0225-4402		4,836.76
					041-320-0226-4402		2.00
					041-320-0228-4402		521.80
					041-320-0311-4402		949.51
					041-320-0320-4402		316.19
					041-320-0346-4402		92.03
					041-320-0370-4402		1,198.85
					041-320-0390-4402		1,356.82
					041-320-0420-4402		2.00
					007-313-3630-4402		529.19
					029-335-0000-4402		95.91
					070-381-0000-4402		2.00
					070-382-0000-4402		359.30
					070-383-0000-4402		832.67
					070-384-0000-4402		414.01
					072-360-0000-4402		234.18
					041-320-0312-4402		2.00
					Tota	ıl:	13,112.96
214639	5/20/2019	889138 WIEDER, CAROL	050619		INTERPRETATION SERVICES-CC MT	3	
					001-101-0000-4270		250.00
					Tota	ıl:	250.00

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vchlist 05/15/2019 9:11:26AM		Voucher List CITY OF SAN FERNANDO			Page: 23	
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214640	5/20/2019	891531 WILLDAN ENGINEERING	00328306	11900	NPDES COMPLIANCE & LA EWMG 001-310-0000-4270	10,772.75
			00328929 00329383	11900	NPDES COMPLIANCE & LA EWMG 001-310-0000-4270 NPDES COMPLIANCE & LA EWMG	6,378.75
				11900	001-310-0000-4270 Total	3,930.00 : <b>21,081.50</b>
214641	5/20/2019 8	892785 WONG, MICHELLE	03/30-05/03		YOGA INSTRUCTOR 017-420-1337-4260 Total	100.00 : <b>100.00</b>
214642	5/20/2019	893145 ZINEX CORPORATION	6818	11957	REBUILD/REPAIR RECTIFIER FOR WE 070-385-0000-4270 Total	10,385.00
214643	5/20/2019	103752 ZUMAR INDUSTRIES, INC.	83171	11888	SIGNS AND MATERIALS 001-371-0301-4300 Total	774.68 : <b>774.68</b>
130	Vouchers for	bank code : bank3			Bank total	704,828.76
130	Vouchers in t	his report			Total vouchers	704,828.76

Voucher Registers are not final until approved by Council.

## **SPECIAL CHECKS**

 vchlist
 Voucher List
 Page:
 1

 05/06/2019
 12:18:21PM
 CITY OF SAN FERNANDO
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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
214125	4/4/2019	103648 CITY OF SAN FERNANDO	PR 4-5-19		REIMB FOR PAYROLL W/E 3-29-19	
					001-1003	349,634.91
					007-1003	255.75
					008-1003	2,061.12
					018-1003	68,485.61
					027-1003	3,897.39
					029-1003	2,336.04
					041-1003	9,453.07
					043-1003	20,620.94
					070-1003	36,865.92
					072-1003	22,222.53
					094-1003	127.41
					119-1003	1,554.83
					Total :	517,515.52
214127	4/5/2019	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS- APRIL 2019	
					001-1160	12,026.26
					Total :	12,026.26
214128	4/5/2019	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS- APRIL 2019	
					001-1160	234.96
					Total :	234.96
214129	4/5/2019	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS- APRIL 2019	
211120		TOUGHT OF THE STATE OF THE STAT	52.113.115		001-1160	2,449.49
					Total:	2,449.49
214130	4/5/2010	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS- APRIL 2019	
214130	4/3/2019	667027 STANDARD INSURANCE	DEMAND		001-1160	2 400 0
					Total :	3,488.97 <b>3,488.9</b> 7
					iotai :	3,488.97
214228	4/12/2019	892416 SANCHEZ, KARLA	SEPT 2018		ZUMBA INSTRUCTOR	
					017-420-1337-4260	295.00
					Total :	295.00
214230	4/17/2019	103045 SAN FER, MALL DOWNTOWN ASSOC.	ADVANCE PYMNT		ADV PYMNT FOR EASTER PROMOTION	

vchlist 05/06/2019	12:18:21P	м	Voucher List CITY OF SAN FERNANI	DO		Page: 2
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214230	4/17/2019	103045 SAN FER. MALL DOWNTOWN ASSOC.	(Continued)			
					001-2260	5,000.00
					Tot	al: 5,000.00
214231	4/18/2019	103648 CITY OF SAN FERNANDO	PR 4-19-19		REIMB FOR PAYROLL W/E 4-12-19	
					001-1003	347,177.26
					007-1003	255.76
					008-1003	2,061.11
					017-1003	134.77
					018-1003	69,279.81
					027-1003	4,234.62
					029-1003	2,435.75
					041-1003	9,600.69
					043-1003	19,921.41
					070-1003	34,551.95
					072-1003	22,985.65
					094-1003	127.91
					119-1003	1,554.82
					Tot	al: 514,321.51
214232	4/19/2019	103648 CITY OF SAN FERNANDO	SPR 4/19/19		REIMB FOR SPECIAL PAYROLL W/E	1/1
					001-1003	7,672.18
					070-1003	3,461.59
					072-1003	3,461.54
					Tot	al: 14,595.31
214234	4/26/2019	891825 UNITED STATES TREASURY	JAN-MAR 2019		EXCISE TAX QRTLY PYMNT-03/31/19	
					074-320-0000-4457	2,873.01
					Tot	
1	0 Vouchers fo	or bank code : bank3			Bank tot	al: 1,072,800.03
1	0 Vouchers in	this report			Total vouche	rs: 1,072,800.03

vchlist 05/06/2019	12:18:21PI	л	Voucher List CITY OF SAN FERNANDO			Page:	3
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amo	unt

Voucher Registers are not final until approved by Council.

## **SPECIAL CHECK**

vchlist Voucher List 05/01/2019 10:36:46AM CITY OF SAN FERNANDO Bank code : Voucher Date Vendor PO# Description/Account Invoice Amount 214507 4/25/2019 893115 P.E.R.S. 1001307359 EMPLOYER CONTRIB VARIANCE-PE 03 018-225-0000-4124 001-1160 803.59 1,522.12 **2,325.71** 2,325.71 1 Vouchers for bank code : bank3 Bank total : 2,325.71 1 Vouchers in this report Total vouchers :

Voucher Registers are not final until approved by Council.

Page:

## **SPECIAL CHECK**

vchlist Voucher List 05/01/2019 11:03:01AM CITY OF SAN FERNANDO Bank code : Voucher Date Vendor PO# Description/Account Invoice Amount 214508 5/3/2019 102519 P.E.R.S. MAY 2019 HEALTH INS. BENEFITS-MAY 2019 001-1160 154,099.00 Total : 154,099.00 1 Vouchers for bank code : Bank total : 154,099.00

Voucher Registers are not final until approved by Council.

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Total vouchers :

154,099.00

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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:** May 20, 2019

**Subject:** Consideration to Approve a Professional Services Agreement with Turbo Data

Systems, Inc., to Provide Administrative Citation Processing Services

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" Contract No. 1919) with Turbo Data Systems, Inc. ("Turbo Data"), in an amount not-to-exceed \$25,000 per fiscal year to provide administrative citation processing services; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

#### **BACKGROUND:**

- 1. On October 16, 2017, an Ad Hoc Committee on Code Enforcement comprised of Mayor Fajardo and Councilmember Lopez was formed to generate recommendations to improve the efficacy of the services provided by the City's Community Preservation Division.
- The Community Preservation Division protects public health, safety and welfare by enforcing the municipal code. Division staff perform inspections and enforce laws to correct illegal and unsafe building conditions and structures, inadequate property maintenance, public nuisances, noncompliance with business licensing requirements, and violations of zoning code regulations.
- 3. As a result of recommendations from the Ad Hoc Committee and a review of current best practice for municipal code enforcement, staff sought the assistance of a third party consultant to provide professional services to assist the City with code enforcement administration and compliance.

COMMUNITY DEVELOPMENT DEPARTMENT

**REVIEW:** 

□ City Manager

## Consideration to Approve a Professional Services Agreement with Turbo Data Systems, Inc., to Provide Administrative Citation Processing Services

Page 2 of 4

- 4. On February 1, 2019, staff released a Request for Proposals to solicit professional consulting services for administrative citation processing services (Attachment "B").
- 5. On February 28, 2019, staff received four submissions of proposals from consulting firms and shortlisted three of the firms for interviews, as listed below:
  - i. Data Ticket, Inc. (shortlisted)
  - ii. NetTech Solutions
  - iii. Phoenix Group Information Systems (shortlisted)
  - iv. Turbo Data Systems, Inc. (shortlisted)
- 6. On March 19 and March 25, 2019, a panel consisting of staff from the Community Preservation Division, the Police Department, and the Director of Community Development, conducted shortlist interviews. The panel selected Turbo Data Systems, Inc. to recommend for the professional services based on the strength of their qualifications, prior client experience, competitiveness of their proposal, and performance in the oral interview.
- 7. Turbo Data Systems, Inc. is a 100% woman-owned company and a certified State of California small business. The company was incorporated in 1985 and currently serves 130 client agencies, the majority of them in California, to process administrative code enforcement and parking enforcement citations. Other notable clients include the cities of Anaheim, Bellflower, Lancaster, Newport Beach and West Covina. Importantly, Turbo Data Systems, Inc. currently provides the San Fernando Police Department with parking enforcement citation processing.

#### **ANALYSIS:**

Integrating Turbo Data Systems, Inc. into the Community Preservation Division operations will help streamline and standardize the processing of administrative citations. Typical municipal code enforcement operations require extensive administrative paperwork for the accurate and timely processing of violations where parties fail to comply. Administrative processing time often requires desk time for staff rather than time spent in the community conducting field work. This process improvement will enable Turbo Data Systems, Inc. to perform the bulk of the administrative processing, which will result in significantly less desk time and instead more time spent in the field by the City's Community Preservation Officers. Importantly, with the integration of Turbo Data Systems, Inc., the City will now utilize Franchise Tax Board collection services for delinquent administrative citations, which will dramatically improve cost recovery and, ultimately, compliance.

## Consideration to Approve a Professional Services Agreement with Turbo Data Systems, Inc., to Provide Administrative Citation Processing Services

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The scope of work for Turbo Data Systems, Inc. includes the following services:

- Processing of manual and electronic citations including data entry;
- Payment processing;
- Monthly reporting (ReportNet);
- Bank deposits, bank management and courier service;
- Online inquiry access for the public and administrative citation database (ticketPro Web);
- Adjudication and hearing examiner services;
- Notice and correspondence processing services;
- Customer service via telephone and public website (pticket.com);
- Payment processing (ability to make payments online and in-person);
- 3<sup>rd</sup> party special collections and delinquent follow-up; and
- Franchise Tax Board collection services.

As a result of this integration, staff anticipates a significant increase in compliance, greater cost recovery of administrative citation fines, and an increase in the effectiveness of the Community Preservation Division in its mission to protect the health, safety and welfare of the San Fernando community. This action supports Fiscal Year 2018-2019 City-Wide Strategic Goal No. 5: "Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service." In addition, this action supports Strategic Goal No. 8: "Continue to review and update the City's policies and procedures."

The proposed Professional Services Agreement shall have a term of three years, with an option for the City to extend the term one additional year (total of four years). Compensation shall not exceed an annual sum of \$25,000.00 per fiscal year. The approved rate schedule is described in greater detail within Exhibit "B" of the Professional Services Agreement (Attachment "A").

#### **BUDGET IMPACT:**

The City's FY 2018-2019 Adopted Budget included an enhancement for the \$25,000 annual not-to-exceed amount within Division 152 Account No. 4270 (Community Preservation Division – Professional Services) of the Community Development Department budget. Future year funding will continue within the Community Development Department budget.

Consideration to Approve a Professional Services Agreement with Turbo Data Systems, Inc., to Provide Administrative Citation Processing Services

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#### **CONCLUSION:**

Staff recommends approval of a Professional Services Agreement with Turbo Data Systems, Inc., in an amount not-to-exceed \$25,000 per fiscal year, to provide administrative citation processing services, and authorize the City Manager to execute all related documents.

#### **ATTACHMENTS:**

- A. Contract No. 1919
- B. Request for Proposals and Response to Questions

ATTACHMENT "A" CONTRACT NO. 1919

#### PROFESSIONAL SERVICES AGREEMENT

## Turbo Data Systems, Inc.

**Administrative Citation Processing Services** 

THIS PROFESSIONAL SERVICES AC	GREEMENT ("Agreement") is made and entered into this
day of	2019 (hereinafter, the "Effective Date"), by and
between the CITY OF SAN FERNA	ANDO, a municipal corporation ("CITY") and TURBO DATA
SYSTEMS, INC., a CORPORATION w	ith its principal place of business at 18302 Irvine Blvd., Suite
200, Tustin, California (hereinafter	, "CONSULTANT"). For the purposes of this Agreement CITY
and CONSULTANT may be referred	ed 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 <u>SCOPE OF SERVICES</u>: 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 <u>TERM</u>: This Agreement shall have a term of three (3) years and one (1) month commencing from June 1, 2019, and continue through June 30, 2022. This Agreement shall be renewed for an additional one (1) year extension term unless the CITY Manager issues written notice of the CITY's intent not to authorize an additional extension term no less than sixty (60) days prior to the conclusion of the Term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

#### 1.3 <u>COMPENSATION</u>:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is set forth in Exhibit "B" (hereinafter, the "Approved Rate Schedule").

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- 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 annual not-to-exceed sum of Twenty-Five Thousand Dollars (\$25,000.00) per fiscal year (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement. For purposes of this Agreement the term "fiscal year" means the period of time commencing July 1st of a calendar year and ending on June 30th of the calendar year immediately following.
- 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 <u>ACCOUNTING RECORDS</u>: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years 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 <u>ABANDONMENT BY CONSULTANT</u>: 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,

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CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

- 2.1 <u>CITY'S REPRESENTATIVES</u>: The CITY hereby designates the City Manager and Director of Community Development (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 <u>CONSULTANT REPRESENTATIVE</u>: CONSULTANT hereby designates Roberta J. Rosen, President and Owner, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: CONSULTANT represents, acknowledges and agrees to the following:
  - 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

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Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

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

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

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

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written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 <u>COMPLIANCE WITH LAWS</u>: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 <u>NON-DISCRIMINATION</u>: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

## III. INSURANCE

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
  - A. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. <u>Automobile Liability Insurance</u>: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. 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. <u>Errors & Omissions Insurance</u>: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 <u>REQUIRED CARRIER RATING</u>: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 <u>PRIMACY OF CONSULTANT'S INSURANCE</u>: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 <u>VERIFICATION OF COVERAGE</u>: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if

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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. <u>INDEMNIFICATION</u>

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

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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. 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 <u>EVENTS OF DEFAULT; BREACH OF AGREEMENT</u>:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the

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

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i)

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CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

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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 <u>SCOPE OF WAIVER</u>: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. <u>MISCELLANEOUS PROVISIONS</u>

#### 6.1 <u>DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:</u>

A. 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,

**Administrative Citation Processing Services** Page 13 of 17

> 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. CONSULTANT shall deliver to CITY any reports, documents, information, findings and data, in any form, including but not limited to, digitally or electronically stored files, tapes, discs, data, or any other work-related items as requested by CITY at no additional cost.

B. CONSULTANT is advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, digitally or electronically stored files, tapes, or discs, furnished or prepared by CONSULTANT, or any of CONSULTANT's subcontractors, pursuant to this Agreement and provided to CITY may be subject to public disclosures as required by the California Public Records Act (California Government Code Section 6250 et seq.) (the "Public Records Act"). All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's initial proposal to CITY or in connection with any work or services performed by CONSULTANT under this Agreement, will be disclosed upon receipt of a request for disclosure, pursuant to the Public Records Act; provided however, that, if any information is set apart and clearly marked "trade secret" or "proprietary" when it is provided to CITY, CITY shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" or "proprietary" designation of such information. The Parties understand and agree that any failure by CONSULTANT to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of this subsection, above, shall constitute a complete waiver by CONSULTANT of any rights regarding the information designated "trade secret" or

**Administrative Citation Processing Services** 

Page 14 of 17

"proprietary" by CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

- 6.2 <u>CONFIDENTIALITY</u>: 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 <u>FALSE CLAIMS ACT</u>: 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 <u>NOTICES</u>: 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: CITY:

Turbo Data Systems, Inc. 18302 Irvine Blvd., Suite 200

Tustin, CA 92780

Attn: Roberta J. Rosen, President and

Owner

Phone: (714) 368-4808 Fax: (714) 573-0101

Email: roberta@turbodata.com

City of San Fernando

Community Development Department

117 Macneil Street

San Fernando, CA 91340

Attn: Director of Community

Development

Phone: (818) 898-7316 Fax: (818) 898-7329 Email: thou@sfcity.org

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

**Administrative Citation Processing Services** Page 15 of 17

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

**Administrative Citation Processing Services** Page 16 of 17

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

(SIGNATURE PAGE TO FOLLOW)

**Administrative Citation Processing Services** 

Page 17 of 17

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

CITY	OF SAN FERNANDO	TURBO DATA SYSTEMS, INC., A CALIFORNIA CORPORATION
Ву:		Ву:
	Nick Kimball, City Manager	Name:
		Title:
APP	PROVED AS TO FORM	
Ву:		
	Richard Padilla, Assistant City	_
	Attorney	

## 3.1 Data Entry from Handwritten Citations

Manual citations are forwarded to TDS via mail or scan. All manual citations are entered into the database within two working days of receipt. All citation transactions are entered online with tight controls to prevent errors.

Each batch of citations is entered into a log for tracking through the process. The date of receipt and who received it, the data entry operators' ID and the date it was keyed, the count of citations in the batch, the filing person's ID and the date it was filed are all tracked on the log. This citation batch log is updated as the batch goes through the process. The log is a tool for supervisors to verify that all work is completed in a timely manner.

Citations not processed due to incorrect or missing information are returned to the Agency for clarification. Entry of disposition and other non-citation information is also a critical step in the processing cycle. Citations that have been dismissed by Agency staff are updated to reflect the reduction or cancellation action that has been taken. Also, suspensions and extensions are recorded when requested in writing by the Agency. Dismissals, suspensions and extensions are processes that can be performed either by Agency staff or by TDS.

Scanned manual citations are viewable by the Agency online from our Citation Inquiry and Online Appeals systems at the touch of a button.

### 3.2 Payment Processing

Mail is picked up each weekday from a Post Office Box provided by TDS. Payments are processed immediately. All information entered into our systems is updated real-time.

Payments are sorted by postmark date and processed each day. Audit controls are in place to ensure accountability of all transactions and monies for payment processing, from initial receipt through final resolution and filing.

TDS staff does all payment processing in-house. Payment batches are balanced and reconciled at three separate steps of our process. Payments are processed into the system within two (2) business days of receipt.

TDS currently scans and deposits checks to several of our customer's bank accounts on a daily basis. This electronic check deposit option is fast, safe and secure.

To reduce the number of refunds required to be processed by the Agency's finance department, TDS does not accept duplicate payments or payments attempting to be made toward citations which are already closed.



Deposit slips are matched to the payment batches prior to the daily bank deposits. Bank deposits are made by courier each day. Deposits are made within two (2) business days of receipt (one day for scanned check deposits). Online reporting to the Agency is available to review daily processed payments.

All payment documents are stored in an easily retrievable format. Payment documents are stored for two years and then periodically shredded.

**Unmatched Payments:** Our system has the ability to accept payments for citations that are not yet in the system. Basic information about the citation is entered into the database with the payment. Upon receipt of the original citation, the basic information entered with the payment is compared for accuracy and all other data fields are updated.

**Partial Payments and Returned Checks:** A second notice is mailed for bounced checks (adding a returned check charge to the system that is established by the Agency), and for the balance due on partial payments or payment plans. If no payment is received on these second notices, the system continues processing the citation through the penalty phase and additional notification.

**Due Date Extensions:** The system has the capability to accept suspensions or due date extensions when requested by the Agency. These entries can be entered by the Agency or by TDS upon request.

**Payment Plans:** TDS can set a payment plan expiration date with or without late penalties. After each payment, a notice will mail showing the total amount paid and amount due. If full payment is not received, the system automatically resumes the citation process.

**Refunds:** Two options are available. With our Bank Management Option, TDS will process and issue refund checks. Without the TDS Bank Management Option, TDS will record and report refunds to the Agency. The Agency issues the refund checks.

#### 3.3 Custom Notices

TDS mails up to four notices for each administrative citation. The notice will demand payment for the uncollected amount and provide information on payment options including addresses and methods of payments. Delinquent dates and amounts will be provided on the notices. Administrative notices are mailed based on a City-determined schedule. All standard billing notices are sent first class mail with a return payment envelope.

The Postal Service **National Change of Address (NCOA)** database is used to reduce returned mail and ensure the most rapid and accurate delivery of notices. Mail returned as undeliverable is tracked and identified as returned mail on the inquiry screen.

## 3.4 Correspondence Processing

All mail received at TDS is sorted by category (payments, correspondence, etc.). Correspondence related to citations will be forwarded to the City and to the appropriate department. All correspondence is processed within two business days of receipt. Envelopes for all correspondence are stamped with the date received and kept with the source documents to validate the posting dates used for processing.

#### 3.5 Client Online Access – ticketPRO Web

Real-time online access is available to the City using a PC and a secure Internet Connection 24/7. All transactions such as citation records, payments, dismissals, notes information and all other citation data are immediately displayed and can be printed if desired.

TicketPRO Web allows retrieval of information by citation number, case/license number, location or full name. City and TDS can add notes or phone notes, all viewable by the City. Original handwritten citations are viewable in the TDS inquiry system at the push of a button. All transactions and notes are identified by date and ID of the person who performed the entry. Access is granted by a secure logon password. Specific profiles are assigned to each user.

#### 3.6 Reporting (ReportNet)

TDS will provide the City with a wide variety of electronic reports. Reports can be created on an asneeded basis upon request at no additional cost to the City. Frequency of reports generated can be on a one time only basis, monthly, weekly or as the City desires.

Using the Internet, authorized City staff is provided with a unique logon and password. Reports are provided in PDF format and can be viewed and printed. Reports can be viewed online 24/7.

#### 3.7 Internet Capability for the Public (pticket.com)

TDS has a fully interactive web-based system which provides the public with online inquiry and payment capability for their administrative citations. Citizens accessing the website will find only specific information related to the City's citations. They will not pull up data from other agencies, or see other agency names when they enter information for a City citation.

- Data security is provided using industry standard 128-bit SSL encryption
- pticket.com is fully PCI compliant
- This website address link can be placed on the City's website to provide a convenient link for the public to view any or all citation information for the City

turbodata s y s t e m s

## 3. Scope of Work

## 3.8 Credit Card Payments

Our *pticket.com* website accepts citation payments 24/7 over the Internet. *pticket.com* interacts directly with the citation database for real-time updates. Payments are accepted via Visa, MasterCard, and Discover. Upon approval of payment, a confirmation email is sent to the customer with their unique confirmation number/payment information.

### 3.9 Hearing Scheduling

Payment of the citation fine is required at the time of hearing entry. TDS schedules in-person hearings based on City-specific dates and timeframes per City Municipal Code requirements. In-person hearing requests receive a hearing date notification letter with detailed instructions for the scheduled hearing.

TDS staff will coordinate with the City regarding the dates and times for hearings to be scheduled. TDS staff ensures that both the Hearing Examiner and a room are available three (3) weeks in advance of scheduling hearings and prior to mailing Hearing Notification Letters to the citizens. TDS will notify the agency and Hearing Examiner of any hearing reschedules.

TDS sends a hearing packet to the City with a schedule list and cover page prior to the hearing date. The hearing examiner records the decision of each hearing which are then returned to TDS to update the database.

#### 3.10 Hearing Examiner Services

TDS provides a qualified independent Hearing Examiner for contested administrative citations. The hearing examiner will review written hearings and conduct in-person hearings at the agreed Agency location. Hearing decisions will be returned to TDS for processing and mailing of the result letter.

## 3.11 Special Collections and Delinquent Follow-Up

**Innovative Collection Services (ICS)** - TDS will provide follow-up collection for delinquent accounts. TDS will provide up to two delinquent collection letters. Citations that have not been collected upon after the initial notices have been mailed will move directly to the ICS process.

Innovative Collection Services has been providing supplemental collection services since 1996. As part of TDS, ICS benefits from our experienced staff with many years of working with clients in the area of delinquent citation and collection processing.

Over the years, to provide our clients with the quality they have come to appreciate, we have fine-tuned our software to accommodate the needs of each agency.

The ICS system is fully integrated with our citation system allowing for easy retrieval of citation and collection agency data, all in one location, right at your fingertips. ICS provides a complete solution, adding penalties for administrative costs, generating demand letters and providing reporting.

Accurate tracking of your funds is of primary concern to our staff. Incoming new accounts as well as payment and "stop" information transmitted from the citation system are monitored and validated to ensure accuracy.

ICS collects many citations considered otherwise uncollectible. The citations submitted to ICS are the hardest to collect upon. The issued citation did not cause the violator to pay, the initial mailed notice did not cause them to pay, the final notice did not cause them to pay, but now that a collection agency becomes involved, this may spur them to action.

#### 3.12 Franchise Tax Board Collections

TDS also provides for collections through the Franchise Tax Board Interagency Offset Program. We comply with all requirements set forth by the FTB for the Interagency Offset Program and we provide all of the resources necessary so that you don't have to.

For all FTB-qualified citations, TDS:

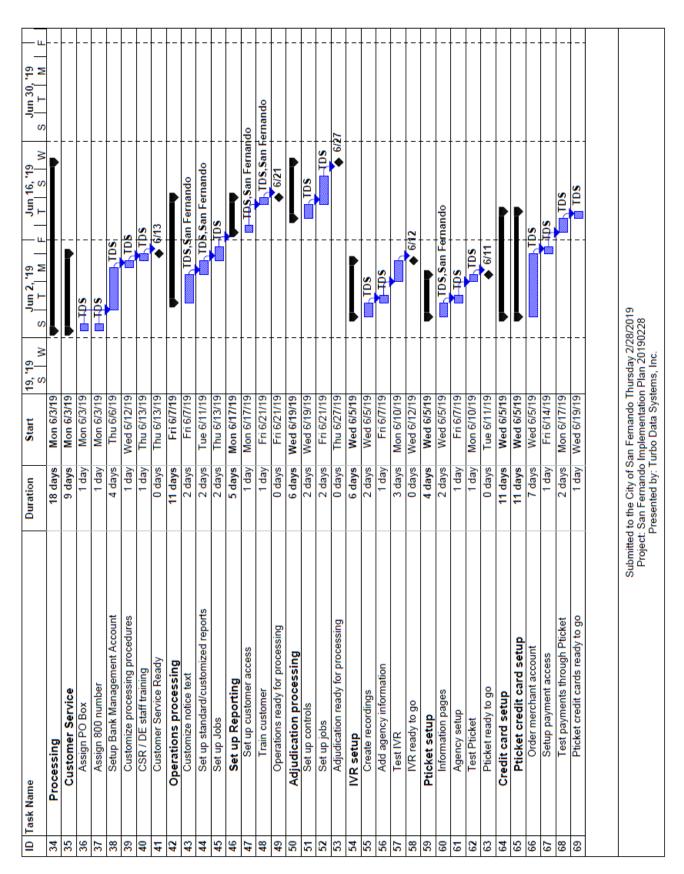
- Combines all amounts together by registered owner into single accounts
- Retrieves Social Security numbers
- Mails the pre-intercept notice to each registered owner. No multiple notices required.
- Process the mailed payments and enter FTB intercept payments
- Handle all calls from the public.
- The public may also make credit card payments online at pticket.com.

We have provided this service to our customers since 2007 and it has proven to maximize citation collection rates for all participating agencies. Every agency that has participated in this program has continued to use it every year thereafter.

All FTB-qualified accounts that remain unpaid are sent to the FTB to be ready for the submission of State tax returns. The FTB will send all intercepted funds and detailed reports directly to the City. The City must provide a copy of the check and a copy of the detailed reports to TDS immediately so that we can update the system to show the accounts/citations as closed, and to perform an ongoing reconciliation for the City.

TDS notifies the FTB of any interim payments received on our end, so they will close the account on their system.

Q	Task Name	Duration	Start	19 Jun 2, 19 Jun 16, 19 Ju	
-	TESTING AND IMPLEMENTATION PLAN	24 days	Wed 5/29/19	M	¥
2	Sign Contract	0 days	Wed 5/29/19	◆ 5/29	
3	Planning Meeting	0 days	Wed 5/29/19	<b>♦</b> 5/29	-
4	- Determine possible start date	0 days	Wed 5/29/19	<b>♦</b> 5/29	
5	- Verify processing requirements	0 days	Wed 5/29/19	♦ 5/29	
9	- Approval of milestones	0 days	Wed 5/29/19	◆ 5/29	
7	- Approval of implementation plan	0 days	Wed 5/29/19	<b>♦</b> 5/29	
8	Site Preparation	18 days	Wed 5/29/19		
6	Determine new citation prefix	1 day	Wed 5/29/19	TDS, San Fernando	-
10	Review citations to be ordered	2 days	Thu 5/30/19	TDS, San Fernando	-
11	Order citations/envelopes (manual)	15 days	Mon 6/3/19	San Fernando	
12	Determine agency back office access	1 day	Wed 6/12/19	TDS,San Fernando	
13	Set up User access	3 days	Thu 6/13/19	TDS,San Fernando	
14	Install / setup communication Software	2 days	Tue 6/18/19	TDS,San Fernando	
15		2 days	Thu 6/20/19	TDS, San Fernando	
16	Ready for access to Turbo	0 days	Fri 6/21/19	♦ 6/21	
17	TicketPRO Mobile (TPM)	24 days	Wed 5/29/19		
18	Review/Order Hardware/Supplies	17 days	Wed 5/29/19	TDS,San Fernando	
19	Create TPM Database	2 days	Tue 6/4/19	TDS, San Fernando	
20	Obtain Agency Location/GIS Files	2 days		San Fernando	
21	Obtain Enforcement User Info	2 days	Wed 6/12/19	TDS,San Fernando	
77	Load Violation/Bail Schedule	3 days	Fri 6/14/19	TDS,San Fernando	
23	Configure TPM on Hardware	3 days	Fri 6/21/19	TDS, San Fernando	opu
24		2 days	Wed 6/26/19		
25	TPM Delivery and Training	2 days	Fri 6/28/19	S'SQL	TDS, San Fernando
26	ticketPRO Processing Ready	0 days	Mon 7/1/19	117.	
27	Citation Management Information System	22 days	Wed 5/29/19		
28	Database setup	3 days	Wed 5/29/19	sal-	
29	Obtain and load table information	6 days	Mon 6/3/19		
30	Officer names/badge numbers	1 day	Mon 6/3/19	TDS,San Fernando	
31	Fine schedule / delinquent fees	2 days		TDS,San Fernando	
32	Bounce fee	1 day		TDS, San Fernando	
33	Database ready for citations	0 days	Wed 6/12/19	<b>♦</b> 6/12	
	Subm Pro	Submitted to the City of San Fernando Thursday 2/28/2019 Project: San Fernando Implementation Plan 20190228	san Femando I Implementatio	nursday 2/28/2019 Plan 20190228	
		Presented by: Turbo Data Systems, Inc.	urbo Data Sys	ems, Inc.	



		;		40 140	00 1
<u> </u>	lask name	Duration	Start	S 8	S T M F T S W S T M
0/	Special collections / Franchise Tax Board	14 days	Wed 6/5/19		ľ
71	Determine special collections criteria	1 day	Wed 6/5/19		TDS,San Fernando
7.5	Set up special collections process	3 days	Thu 6/6/19		Tool London
73	Set up special collections letters	5 days	Tue 6/11/19		SOL
74	Reporting of special collections	5 days	Tue 6/18/19		SOL
75	Approval of special collections processes	0 days	Mon 6/24/19		6/24
9/	Conversion of data	22 days	Wed 5/29/19		
11	Conversion planning meeting	1 day	Wed 5/29/19		TD\$,San Fernando
78	Determine handling of old data	1 day	Thu 5/30/19		TDS,San Fernando
6/	Create test data	2 days	Fri 5/31/19		TDS, San Fernando
80	Obtain code information / file formats	2 days	Tue 6/4/19		TDS,San Fernando
81	Develop conversion program	4 days	Mon 6/10/19		SQL
82	Conversion testing	3 days	Fri 6/14/19		SOL
83	DB conversion prog. complete	0 days	Tue 6/18/19		6/18
84	Create data media	2 days	Wed 6/19/19		TDS, San Fernando
98	Load converted data	2 days	Fri 6/21/19		SOL
98	Conversion complete	0 days	Mon 6/24/19		♦ 6/24
87	Cutoff of old processing	2 days	Wed 6/26/19		TDS,San Fernando
88	Ready for Processing	0 days	Thu 6/27/19		£157 <b>♦</b>
	Submitter	Submitted to the City of San Fernando Thursday 2/28/2019 Project: San Fernando Implementation Plan 20190228	an Fernando T Implementation	hursday 2/28 n Plan 20190	8/2019 0228
		Presented by: T	urbo Data Svst	tems Inc	

4. Proposal Cost Sheet

# Exhibit "B" Approved Rate Schedule

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City of San Fernando

## **4.1 Pricing Details**

BASIC PROCESSING-MANUAL CITATIONS	\$5.00 per citation
BASIC PROCESSING-ELECTRONIC CITATIONS	\$3.00 per citation
ONE-TIME STAPTUP COST FOR PROCESSING	Waiyed

- Normally \$200 per month; Fee is waived as an existing parking citation processing customer
- Includes: citation evaluation, database creation, loading officer names/badge numbers into database, loading violation codes into database, loading customized delinquent notice verbiage into database, Client training regarding TDS' processes.

#### This service includes all of the following:

#### **DATA ENTRY (MANUAL)**

- Online entry of manual citations
- Online entry of violator name and address
- Online update of payment/disposition information

#### **PAYMENT PROCESSING**

Payment processing for all payments received by mail

#### **ONLINE MONTHLY REPORTING**

Detail and Summary reporting is provided each month

#### **BANK DEPOSITS**

- Bank deposits as required into City's account (certain major banks only)
- Reconciliation of deposits

#### **COURIER SERVICE**

- Daily pick up of mail at a P O Box established by TDS
- All other correspondence will be mailed to and from TDS

#### **ONLINE INQUIRY ACCESS FOR THE PUBLIC**

- Internet access 24/7 that allows the public to view the status of their outstanding citations
- Information on; payment options, contesting, administrative citation process
- All notification dates, delinquent dates, late fees, violation descriptions and total amount due for each citation.

#### **ADJUDICATION SERVICES**

- Hearing requests will be received and full fine payment of must be made prior to hearings being scheduled.
- TDS will coordinate all scheduled hearing dates and times with city staff and the hearing examiner.



05/20/2019 CC Meeting Agenda Page 73 of 143

#### 4. Proposal Cost Sheet and Rates-BAFO

City of San Fernando

Includes First Class Postage

- Forms, printing, and First Class mailing of notices
- Customized verbiage for payment and contesting instructions

### 3. CUSTOMER SERVICE......Provided by City/Agency

A City/Agency phone number will be included on all notices and letters mailed as a part of this program.

#### 4. ONLINE+ ACCESS TO ADMIN CITATION DATABASE......Included

- Secure Internet based access to your database.
- Customer provides all necessary hardware (PC with Internet access)
- TDS will provide customers' IT personnel with assistance as needed for initial setup and configuration, required software and ongoing support.

#### 

- \$4 Fee (minimum) or 3% of amount paid, whichever is greater, to be paid by Violator
- Customized notices with the Visa/MasterCard/Discover logo
- Violator ability to pay via credit card 24 hours per day, 7 days a week
- Immediate approval and updating of payment information to the client's database

#### 6. HEARING EXAMINER SERVICES.....\$65 per hearing **Plus trip Fee**

- \$240 minimum Trip Fee will be added for hearings scheduled without concurrently scheduled parking
- In-Person Hearings conducted at Agency by qualified Hearing Examiner.
- TDS will mail Hearing Notification Letters to respondents via first class mail at regular Notice Rate.
- TDS will mail Hearing Result Letters to respondents via first class mail at regular Notice Rate.

#### 

Any notices mailed as a part of this service (ICS) are at no cost to the City.

#### 8. FRANCHISE TAX BOARD COLLECTION SERVICES......20% of amount collected

Any notices mailed as a part of this service (FTB) are at no cost to the City.

#### 9. ADMIN PROCESSING BANK MANAGEMENT.....\$25 per month plus bank fees/charges

- Discounted monthly rate with concurrent parking citation processing contract
- Process all parking deposits into a separate account setup for Agency
- Handle any NSF checks and process Refund checks. \$3.50 fee per refund check, chargeback and NSF
- Pay TDS for services rendered and pay Agency monthly with the balance of the funds
- Reconcile the account monthly and provide reporting

#### 10. COST INCREASES

**Postal Rate Increase Offset:** If postal rates increase during the term of this agreement, any per notice fee paid to TDS shall be raised immediately to offset the effect of the postal rate increase.

**Attachment "B"** 

## **REQUEST FOR PROPOSALS**



The Community Development Department is requesting proposals for:

# ADMINISTRATIVE CITATION PROCESSING SERVICES

**RELEASE DATE: February 1, 2019** 

PROPOSAL DUE DATE: February 28, 2019

#### **GENERAL INFORMATION**

The City of San Fernando is interested in contracting with an experienced firm to <u>process</u> administrative citations issued by City of San Fernando officers for non-compliance with established <u>local codes and ordinances</u>. The required services and performance conditions are described in the Scope of Service. A staff committee will review proposals, interview potential firms, and ultimately recommend selection of a firm to the San Fernando City Council.

#### **BACKGROUND**

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Community Development Department, Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 125 full-time equivalent employees from a total Adopted Budget for fiscal year 2018-2019 of \$42.4 million, which includes a General Fund budget of \$19.3 million.

While nearly all administrative citations are issued by Community Preservation Officers from the Community Development Department as part of their code enforcement responsibilities, San Fernando Police Officers also issue such citations as part of their law enforcement responsibilities. The Community Preservation Division issued 634 citations during Fiscal Year 2017-2018 (July 2017 to June 2018), with a valuation of approximately \$40,000.

In 2018, an Ad Hoc Committee comprised of two members of the City Council recommended that staff release a Request for Proposals ("RFP") for administrative citation processing services to help establish an effective and customer friendly citation processing operation to promote code compliance and foster community preservation.

#### **Reference Information**

The City of San Fernando Municipal Code ("S.F.M.C.") can be found here: https://library.municode.com/ca/san fernando/codes/code of ordinances

City Administrative Penalties - Citations (S.F.M.C. Article III, Sec. 1-51 to 72):

https://library.municode.com/ca/san fernando/codes/code of ordinances?nodeId=CO C H1GEPRPE ARTIIIADPEIT

City Fee and General Bail Schedule (Effective Fiscal Year 2018-2019):

http://ci.san-fernando.ca.us/wp-content/uploads/2018/08/2018-19-Annual-Fee-Schedule-1.pdf

#### INSTRUCTIONS TO SUBMITTING FIRMS

#### A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective and service-oriented manner.

#### B. **Questions/Clarifications**

Please direct any questions regarding this RFP to Elena Chavez, City Clerk, via e-mail at <a href="mailto:echavez@sfcity.org">echavez@sfcity.org</a>. Questions must be received by **5:00 p.m.** on **Monday, February 18, 2019**. All questions received prior to the deadline will be collected and responses will be posted to the City's website by **5:00 p.m.** on **Wednesday, February 20, 2019**.

#### C. Submission of Bid Proposals

Respondents must submit two (2) originals and one (1) electronic copy of their proposal in a sealed envelope marked "Administrative Citation Processing Services" to:

City of San Fernando City Clerk's Office 117 Macneil Street San Fernando, CA 91340

Proposals must be received no later than Thursday, <u>February 28, 2019 by 5:00 p.m.</u> All proposals received after that time will not be accepted.

#### D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

#### E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

1) Make the selection based on its sole discretion;

- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-firms;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

#### F. Contract Type

It is anticipated that a standard form professional services agreement (Exhibit "A") will be signed subsequent to City Council review and approval of the recommended firm. Please review the contract and submit any requested changes with your proposal.

#### G. Collusion

By submitting a proposal, each prospective firm represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein, that the prospective firm has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal, and that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

#### **SCOPE OF SERVICE**

The City of San Fernando seeks an experienced firm to process administrative citations issued by City of San Fernando officers for non-compliance with established municipal codes and ordinances. The qualified firm will be able to provide customer service in both English and Spanish.

The citation processing management system must be a hosted solution that serves to store, monitor, generate notices, and track the process of all administrative citations. The system must provide for inquiries, maintenance, management reporting, and system administration capabilities. The firm will be responsible for all related fees for the system and will invoice the City based on an all-inclusive, per citation price or minimum monthly fee. The hosted system must be managed and maintained by the firm and meet the following requirements:

- 1. The system shall be capable of processing all manually and electronically issued citations.
- 2. The firm shall maintain a record of all citations processed in the database. Such records shall contain at a minimum, payment information and history, collection efforts, disposition, appeal history, outstanding collections record and any other information necessary to create an audit trail.

All records and data remain property of the City and must be turned over by the firm to the City in a timely manner at the termination or expiration of the Agreement.

- 3. The system shall provide a method for contesting citations in accordance with the City administrative hearing process as outlined in San Fernando City Code Sections 1-58 through 1-71. The request for administrative hearing form shall be available on-line.
- 4. Firm shall provide the necessary mailed correspondence in strict accordance with the City's requirements, and the ability to track forms to meet all applicable State and local laws regarding citation processing and adjudication.
- 5. All notices and letters must include an interior envelope for return. The notices must meet all U.S. Postal Service requirements and are subject to approval by City.
- 6. Firm shall intake payments for citations. Firm will then forward proceeds and invoice the specific citation issuing City department.
- 7. Firm shall provide cost recovery services, including delinquent collection and reporting to credit agencies and/or the Franchise Tax Board.
- 8. Firm shall provide information relating to overpayments, pending refunds, and include the name and address for the refund.
- 9. Firm shall provide adjudication hearing services and appeal management including qualified hearing officers.
- 10. Firm shall work with City to craft and approve all notices to be generated and mailed to debtors including layout and language. The City has final approval control over letter content including text and layout. The system shall maintain a copy of all correspondence mailed and the mailing dates. The system shall also be capable of attaching notes to each citation or permits. Notes should capture the date, operator, reason for call, and any comments. The system must accommodate multiple notes per citation or permit and notes must be able to be seen by City staff remotely.
- 11. Firm shall provide to the City a monthly aging report with a month-end cut off. This report shall include all citations and their current status. The system must be capable of exporting all data in the system in a comma-separated value ("CSV") or similar City approved format so that it may be uploaded to other software systems if desired by City.
- 12. Firm shall offer a person whom has been cited the opportunity to pay their citation by mail, phone and via an online internet-based payment system. This online system shall comply with any applicable requirements for adequate security of personal information. The system shall have the ability to allow the public to pay for a citation using a debit card, Visa and MasterCard for on-line payments. Residents shall also have the option to pay by check via mail, or at City Hall. The Firm shall provide documentation that the system is certified in accordance with credit card processing.

- 13. All citation records and data will be readily available for inspection and audit.
- 14. Firm shall provide a system with sufficient security to restrict access only to authorized users. Firm will provide a description of such security measures in their proposal. The Firm must provide password protection for each user and also be able to limit the capabilities and functions per user. Remote access from multiple City workstations must be available using a standard PC. Operating and or software costs must be included. Firm shall maintain the management system database and system security in such a way as to provide complete confidentiality and protection from unwanted access.
- 15. Authorized users at the City shall have sole authority to void citations. Firm shall void citations or permits upon request if desired by City.
- 16. Firm shall be responsible for correcting all system malfunctions and errors attributable to the Firm at no cost to the City.
- 17. The system shall be dynamic and capable of adapting to changes in policy, fees, user preferences, or future changes in processing requirements.
- 18. A backup and recovery system and protocol must be provided for the management system database and must include all system data.
- 19. Firm shall provide efficient, courteous, and professional service for all telephone calls and correspondence. A telephone number shall be provided for the public to obtain information, make inquiries, and make payments.
- 20. Customer service representatives shall be available in both English and Spanish to provide instructions and information on general administrative citation policies and procedures, to handle complaints, and how to pay or contest citations. For complaints, a telephone response shall be provided within one (1) business day.
- 21. Deposits must be made in the City's required format and in a time and manner specified by the City. City shall have the ability to access all accounting reports remotely. Firm agrees to provide any and all reports requested by City in the format requested and at no cost to City.
- 22. The City shall have the right to review and approve the use of any subfirm for any portion of these services. The firm shall be responsible for ensuring that any subfirms used operate within the terms of the agreement.
- 23. Firm shall provide training for all City users of the system.

#### PROPOSED TERM OF CONTRACT

Staff anticipates a contract term of approximately three years, with a possible option to extend for an additional two years, or until terminated by either party.

#### **SCHEDULE FOR SELECTION**

RFP available: February 1, 2019

Deadline for submittal of Questions: February 18, 2019 @ 5:00 p.m. (PST)

Response to Questions posted to website: February 20, 2019

Deadline for submittal of Proposal: February 28, 2019 @ 5:00 p.m. (PST)

Contract award (tentative): April/May 2019

#### **INFORMATION TO BE SUBMITTED**

1. Prospective Firms must submit two (2) original and one (1) digital copy of their proposal.

2. Include a *Proposal Summary* Section:

This section shall discuss the highlights, key features, and distinguishing points of the Proposal.

3. Include a *Profile of the Proposing Firm(s)* Section:

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, and other cities for whom the Firm provides similar services.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

2. Include a Qualifications of the Firm Section:

This section shall include a description of the Firm's qualifications and previous experience on similar or related projects. Provide a summary of relevant projects that the firm has completed and the firm's role in the project.

Additionally, provide the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

#### 3. Include a Work Plan Section:

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements.

- Describe the proposed approach for addressing the scope of service, outline the approach that would be undertaken in providing the requested services, and provide an estimated timetable for system implementation and go-live.
- Describe the technology and software systems used to perform the services.
- If available, provide samples of letters to be sent to delinquent accounts.

#### 4. Include a *Project Staffing* Section:

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the City. There can be no change of key personnel without prior approval of City.

#### 5. Include a *Proposal Costs Sheet and Rates* Section:

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that may be considered optional additions.

#### 6. Include *Disclosures* Section:

Include additional disclosures that may be required, including, but not limited to, conflict of interest, compensation, and/or other pertinent disclosures.

Complete proposals, including attachments, should not exceed 20 total pages.

#### **METHOD OF SELECTION**

The City will evaluate the information provided in the proposals and make a recommendation to the full City Council using the following criteria as a guideline:

- Firm's capacity to meet the City's scope of services.
- Experience of the firm providing similar services to other municipalities.
- Quality of proposed staff.
- Cost effectiveness of schedule of fees.

#### **EXHIBITS**

A: Standard Form Professional Services Agreement



Exhibit A

#### PROFESSIONAL SERVICES AGREEMENT

#### [INSERT Name of Consultant]

[INSERT Brief Description of Engagement]

THIS	PROFES	SIONA	L SERVI	CES AG	REEM	ENT (	"Agre	ement")	is ma	de an	d entere	d into	this
		day of				20	(	hereina	fter, the	e "Effe	ctive Dat	te"), b	y and
betw	een the	CITY O	F SAN F	ERNAN	DO, a	munic	ipal co	rporati	on ("CIT	TY") an	ıd <mark>[INSER</mark>	T NAN	1E OF
CON:	SULTAN1	<mark>Г]</mark> , а	[INSERT	TYPE	OF E	NTITY	, E.G.	, CORP	ORATIC	N? P	ARTNERS	HIP?	SOLE
<b>PROF</b>	PRIETORS	SHIP? E	<mark>ETC.]</mark> (he	ereinaft	er, "C	ONSU	LTANT	"). For	the pu	irposes	s of this	Agree	ment
CITY	and CO	NSULT	ANT may	y be re	ferred	to co	llective	ely by th	ne capit	alized	term "Pa	rties."	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

- 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 [INSERT TERM PERIOD: X# of DAYS? MONTHS? YEARS?] commencing from [INSERT START DATE OF TERM: CAN BE EITHER the "EFFECTIVE DATE"? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR'S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM], 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

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#### 1.3 <u>COMPENSATION</u>:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT] (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 [INSERT NOT-TO-EXCEED SUM] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

[EDITOR'S NOTE: THIS SECTION MAY VARY DEPENDING ON THE PAYMENT TERMS PROPOSED. IF THE TERM IS MORE THAN A YEAR IN LENGTH, THE CITY MAY CONSIDER ESTABLISHING AN ANNUAL NOT-TO-EXCEED SUM WHICH RESETS WITH THE ANNIVERSARY OF THE CONTRACT OR WITH THE BEGINNING OF EACH CITY FISCAL YEAR]

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.

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- 1.5 <u>ACCOUNTING RECORDS</u>: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

#### II. PERFORMANCE OF AGREEMENT

- 2.1 <u>CITY'S REPRESENTATIVES</u>: The CITY hereby designates the City Manager and [INSERT TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT] (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 [INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this

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Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or

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

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

#### III. INSURANCE

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
  - A. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars

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(\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. <u>Automobile Liability Insurance</u>: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. <u>Errors & Omissions Insurance</u>: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 <u>REQUIRED CARRIER RATING</u>: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

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- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- NERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs

[INSERT Brief Description of Engagement]

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and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

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#### V. TERMINATION

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

#### 5.2 <u>EVENTS OF DEFAULT; BREACH OF AGREEMENT</u>:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-

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day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The

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foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

#### VI. MISCELLANEOUS PROVISIONS

DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and 6.1 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.

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- 6.2 <u>CONFIDENTIALITY</u>: 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 <u>FALSE CLAIMS ACT</u>: 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 <u>NOTICES</u>: 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:**

#### CITY:

[INSERT Business Name of Consultant]
[INSERT Business Address]
Attn: [INSERT Name/Title of Consultant's chief contact]
Phone: [INSERT Phone Number]
Fax: [INSERT Fax Number]

Email: [If available, INSERT e-mail or

delete]

City of San Fernando

[INSERT Name of Department/Division]

[INSERT Address]

Attn: [INSERT Title of CITY Contact]

Phone: [INSERT Dept Phone]

Fax: [INSERT Dept Fax]

Such notices shall be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> 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 <u>COOPERATION; FURTHER ACTS</u>: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 <u>SUBCONTRACTING</u>: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with

[INSERT Brief Description of Engagement]

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subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 <u>ATTORNEYS' FEES</u>: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 <u>NO THIRD PARTY BENEFIT</u>: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

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

(SIGNATURE PAGE TO FOLLOW)

[INSERT Brief Description of Engagement]

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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	[INSERT BUSINESS NAME OF CONSULTANT, E.G., ACME CORP. A CALIFORNIA CORPORATION ETC.]					
Ву:	Alexander P. Meyerhoff, City Manager	By: Name:					
		Title:					
APP	PROVED AS TO FORM						
Ву:							
	Rick R. Olivarez, City Attorney						



CITY COUNCIL

Date: February 20, 2019

MAYOR JOEL FAJARDO

Vice Mayor Sylvia Ballin

COUNCILMEMBER
ROBERT C. GONZALES

COUNCILMEMBER
ANTONIO LOPEZ

COUNCILMEMBER
HECTOR ANDRES PACHECO

RESPONSE TO QUESTIONS

Administrative Citation Processing Services

Request for Proposals

1. Under the Scope of Service, it is stated, "The qualified firm will be able to provide customer service in both Spanish and English." Is this a mandatory requirement to have someone on our team that will be able to speak Spanish?

Response: The selected firm must meet the requirement outlined in Item #20 in the Scope of Service: Customer service representatives shall be available in both English and Spanish to provide instructions and information on general administrative citation policies and procedures, to handle complaints, and how to pay or contest citations.

2. Does the scope of this Request for Proposals include parking enforcement and parking citations?

Response: The scope of this Request for Proposals includes neither parking enforcement nor parking enforcement citations.

COMMUNITY DEVELOPMENT DEPARTMENT

117 Macneil Street San Fernando California 91340

(818) 898-1227

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

By: Margarita Solis, City Treasurer

**Date:** May 20, 2019

**Subject:** Consideration to Adopt a Resolution Authorizing the City Treasurer and Deputy

City Treasurer to Invest Surplus Funds

#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 7917 (Attachment "A") authorizing the City Treasurer and Deputy City Treasurer to invest surplus funds.

#### **BACKGROUND:**

Pursuant to Government Code Section 53607, the City Council may delegate to the City Treasurer the authority to make investments. The City Council has delegated this authority to the City Treasurer and Deputy City Treasurer in past years. The Government Code requires that, if the City Council wishes to delegate this authority to the Treasurer, this delegation must be readopted annually.

The Resolution would renew for one year the delegation to the City Treasurer and Deputy City Treasurer the authority to invest surplus funds of the City.

#### **BUDGET IMPACT:**

There is no impact to the budget by authorizing the City Treasurer to invest surplus funds.

#### **ATTACHMENT:**

A. Resolution No. 7917

**REVIEW:** 

□ City Manager

**ATTACHMENT "A"** 

#### **RESOLUTION NO. 7917**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AUTHORIZING THE CITY TREASURER AND DEPUTY CITY TREASURER TO INVEST SURPLUS FUNDS

**WHEREAS**, the City Council of the City of San Fernando has determined that, as a policy and practice of the City, any monies ("Surplus Funds") in a sinking fund of, or surplus money in, its treasury not required for the immediate necessities of the City, may be invested in such a manner as to maximize the return thereof for the benefit of the City, its citizens and its taxpayers;

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

**SECTION 1.** Any portion of any Surplus Funds in a sinking fund of, or surplus money in, the City Treasury not required for the immediate necessities of the City may be invested by the City in any investment medium permissible under state law for the investment of the funds of a General Law city.

**SECTION 2.** The investment of all Surplus Funds shall be made and maintained pursuant to Section 53601 of Title 5, Division 2 of the California Government Code.

**SECTION 3.** The authority of the City Council to invest or to reinvest surplus funds of the City, or to sell or exchange securities so purchased, is hereby delegated by the City Council to the Treasurer of the City ("Treasurer") and to the Deputy Treasurer of the City ("Deputy Treasurer"), who both shall assume full responsibility for such transactions until such time as this delegation of authority is revoked, and who shall make monthly reports of any and all such transactions to the City Council.

SECTION 4. The authority of the City Council is hereby delegated to the Treasurer or Deputy Treasurer to deposit for safekeeping with a federally chartered or state chartered savings and loan association, a trust company or a state or national bank located within the State of California or with the Federal Reserve Bank of San Francisco or any branch thereof within the state, or with any Federal Reserve Bank or with any state or national bank located in any city designated as a reserve city by the Boards of Governors of the Federal Reserve System, the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants, or other evidences of indebtedness in which the Surplus Funds of the City is invested pursuant to this Resolution. The Treasurer or Deputy Treasurer shall take from such financial institution a receipt for securities so deposited. The Treasurer or Deputy Treasurer shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the Treasurer or Deputy Treasurer.

PASSED, APPROVED, AND AD	<b>OPTED</b> this 20 <sup>th</sup> day of May, 2019.
ATTEST:	Joel Fajardo, Mayor
Elena G. Chávez, City Clerk	<u> </u>
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) ss )
	at the foregoing Resolution was approved and adopted at a l held on the 20 <sup>th</sup> day of May, 2019, by the following vote to
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: Margarita Solis, City Treasurer

**Date:** May 20, 2019

**Subject:** Consideration to Adopt a Resolution Approving the Investment Policy for Fiscal

Year 2019-2020

#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 7918 (Attachment "A"), approving the annual Investment Policy for Fiscal Year 2019-2020.

#### **BACKGROUND:**

- 1. On January 1, 1996, Senate Bill 564 (SB 564) went into effect which requires that the City Treasurer render annually to the legislative body for consideration at a public meeting, a statement of investment policy.
- 2. Since 1996, the investment policy has been reviewed annually by the City Manager, Director of Finance and City Treasurer and has been presented to the City Council for approval.
- 3. The proposed policy has been reviewed by City Manager and City Treasurer.

#### **ANALYSIS:**

The ultimate investment goal of a good investment policy is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City. The proposed Investment Policy requires investments be selected based on safety, liquidity, and yield, in that order, and are made in accordance with California Government Code, Sections 53600 et. seq.

The City attempts to obtain the highest yield possible when selecting investments, providing that criteria for safety and liquidity are met.

FINANCE DEPARTMENT

**REVIEW:** 

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1207

□ City Manager

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## **Consideration to Adopt a Resolution Approving the Investment Policy for Fiscal Year 2019-2020**Page 2 of 2

The proposed Investment Policy does not include any changes from the prior year and authorizes investment in a number of financial vehicles that may offer higher yields while maintaining the safety and liquidity criteria.

#### **BUDGET IMPACT:**

Investment in higher yield investments may result in additional investment income earned by all City funds.

#### **CONCLUSION:**

Approval of the annual Investment Policy by the City Council will ensure that the City complies with the SB 564 requirement.

#### **ATTACHMENT:**

A. Resolution No. 7918, including Exhibit 1 - Investment Policy

#### **ATTACHMENT "A"**

#### **RESOLUTION NO. 7918**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2018-2019.

**WHEREAS,** Senate Bill 564, effective January 1, 1996, requires the City Treasurer present a statement of investment policy annually to the City Council; and

**WHEREAS,** a responsible investment policy enhances the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City.

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

**Section 1**. The City Council hereby establishes the Investment Policy, attached hereto as Exhibit "1" and incorporated herein by this reference.

**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of May, 2019.

ATTEST:	Joel Fajardo, Mayor
Elena G. Chávez, City Clerk	
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) ss )
	hat the foregoing Resolution was approved and adopted at a fill held on the 20 <sup>th</sup> day of May, 2019, by the following vote to
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	



POLICY/PROCEDURE					
SUBJECT ISSUANCE					
	ORIGINAL DATE	EFFECTIVE			
INVESTMENT POLICY	05/21/2018	05/21/2018			
	CURRENT DATE	EFFECTIVE			
	05/20/2019	05/20/2019			
CATEGORY	POLICY NO.	SUPERSEDES			
FINANCE	FIN-	05/21/2018			

#### **MANAGEMENT POLICY/PROCEDURES**

#### SECTION I. PURPOSE

This Policy is intended to provide specific criteria for the prudent investment of City funds. The ultimate investment goal is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City.

#### SECTION II. STATEMENT OF POLICY

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to earn the highest yield obtainable while keeping within the investment criteria established for the safety and liquidity of public funds.

The Finance Director shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolio. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

San Fernando operates its temporary pooled idle cash investment under the prudent investor standard (i.e., such a trustee must act with the "care, skill, prudence and diligence...that a prudent investor...would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency"). This affords the City a broad spectrum of investment opportunities as long as the investment is deemed prudent and allowable under current legislation of the State of California (Government Code Section 53600 et seq.)

Criteria for selecting investments and the order of priority are:

- 1. <u>SAFETY</u> The safety and risk associated with an investment refers to the potential loss of principal, accrued interest or both. Protection of the public funds entrusted to the Treasurer is the paramount criteria used to evaluate the investment instruments available.
- 2. <u>LIQUIDITY</u> This refers to the ability to convert an investment to cash at any moment in time with minimal risk of forfeiting a portion of principal or interest. Liquidity is an essential investment requirement especially in light of the City's need to be able to meet emergency financing demands of the community at any time.



3. <u>YIELD</u> – It is the potential dollar earnings an investment can provide and is described as the market rate of return. As a general rule, yields tend to mirror the inherent risk and liquidity characteristics of the particular investment and thus can only be evaluated after those investment criteria are satisfied.

#### **Authorized Investments**

All investments shall be made in accordance by the California Government Code, Sections 53600 et. seq. Within the context of these limitations and based on the cost at the time of purchase, the following investments are authorized as further limited herein:

#### 1. U.S. Treasuries

The U.S. Treasury Bills, Bonds, and Notes, or those for which the full faith and credit of the U.S. are pledged for payment of principal and interest provided that:

a) There is no limitation as to the percentage of the portfolio that can be invested in this category.

#### 2. U.S. Agencies

The Obligations issued by the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCB), the Federal Home Loan Bank Board (FHLB), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), and the Student Loan Marketing Association (SLMA) provided that:

a) No more than 30% of the cost (book) value of the portfolio will be invested in any one agency.

#### 3. Bankers' Acceptances

Bills of exchange or time drafts drawn on and accepted by a commercial bank provided that:

- a) Bankers' Acceptances purchased may not exceed 180 days to maturity or 25% of the cost (book) value of the portfolio;
- b) No more than 5% of the cost (book) value of the portfolio may be invested in Bankers' Acceptances issued by any one bank;
- c) Prior to the purchase of any Banker's Acceptance, the portfolio manager shall review the rating of the issuing bank; and
- d) Bankers' Acceptances of issuing financial institutions shall have both a short and long term rating in the highest category by at least one nationally recognized rating agency at the time of purchase.



#### 4. Commercial Paper

- a) The paper is ranked P1 by Moody's Investor Services and A1 by S&P, and have an minimum of A by both rating agencies;
- b) Issued by a domestic corporation having assets in excess of \$500 million;
- c) Purchases of eligible paper may not exceed 270 days to maturity nor represent more than 10% of the outstanding paper of an issuing corporation;
- d) May not exceed 15% of the cost value of the portfolio at time of purchase; and
- e) No more than 5% of the cost value of the portfolio may be invested in Commercial Paper issued by any one corporation.

#### 5. Certificates of Deposit

- a) Negotiable Certificates of Deposit issued by nationally or state chartered banks or state or federal savings institutions. Purchases of negotiable certificates of deposit may not exceed 30% of the City's Investment Cash at the time of purchase. Investment in any one institution may not exceed more than 5% of the City's Investment Cash at the time of purchase. Cash will be invested only in FDIC Insured certificates.
- b) Time Deposits Non Negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more than 25% of the investment portfolio may be invested in this investment type. Investment in any one institution may not exceed more than 5% of the City's Investment Cash at the time of purchase. Cash will be invested only in fully collateralized certificates. Collateral for a given investment must be 110% of principal for government securities collateral and 150% of principal for first mortgage collateral.
- c) For investments greater than \$100,000 the institution must maintain \$100 million in assets. For investments greater than \$300,000 the institution must maintain at least \$300 million in assets.
- d) The city will not invest in any institution less than five years old.

#### 6. Repurchase Agreements

- a) No more than 20% of the cost value of the portfolio may be invested in repurchase agreements at any time; and
- b) The maturity of repurchase agreements shall not exceed 75 days.

In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral



shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States Government such as Treasury bills, Treasury notes or Treasury bonds with less than a five year maturity.

#### 7. Local Agency Investment Fund (LAIF)

a) The City may invest in the LAIF established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State Law.

#### 8. Municipal Bonds

a) Municipal Securities of any California local agency including bonds, notes, warrants or other indebtedness, provided the issuer has a minimum credit rating of "AA" by one of the following: Moody's, Standard & Poor's, or Fitch. Municipal bonds shall be limited to a 60 months maximum maturity.

Upon any announcement of negative credit watch or downgrade by a major rating agency of any issue within the portfolio, the investment manager should contact the Finance Director and recommend a course of action. If at any time a security falls below "investment grade," the investment manager should obtain the best bid and take the necessary steps toward liquidation.

#### 9. Corporate Medium Term Notes

- a) Corporate Medium Term Notes, provided the issuer has a minimum credit rating of "AA" by one of the following: Moody's, Standard & Poor's, or Fitch. Corporate bonds shall be limited to a 60 months maximum maturity.
- b) Issued by a domestic corporation having assets in excess of \$500 million; Issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- c) The aggregate total of all purchased medium term notes may not exceed 30% of the cost value of the portfolio; and
- d) No more than 5% of the cost value of the portfolio may be invested in notes issued by one corporation.

Upon any announcement of negative credit watch or downgrade by a major rating agency of any issue within the portfolio, the investment manager should contact the Finance Director and recommend a course of action. If at any time a security falls below "investment grade," the investment manager should obtain the best bid and take the necessary steps toward liquidation.

#### 10. Money Market Mutual Funds

a) Must have a rating of AAA/Aaa or an equivalent by one or more national rating agencies with no load maintained at \$1 par value;



- b) No more than 20% of portfolio value may be invested;
- c) Investment in a single mutual fund will not to exceed 10% of the cost value (book value) of the total portfolio exclusive of the fiscal agent cash portfolio; and
- d) The City's investment in any specific mutual fund will not exceed 2% of that mutual fund's total assets.

#### **Considerations for Investments**

The City attempts to obtain the highest yield possible when selecting investments, providing that criteria for safety and liquidity are met. Ordinarily, because investments normally carry a positive yield curve, (i.e., longer term investments have higher rates than shorter maturities), the City attempts to stagger its maturities to meet anticipated cash needs in such a way that new investment money can be placed in maturities that carry a higher rate that is available in the short market of 30 days or under. Furthermore, maturities are selected to anticipate cash needs of the City, thereby obviating the need for forced liquidation.

#### **City Constraints**

The City Treasurer is responsible for managing the City's investment portfolio in accordance with Federal and State laws as well as this policy. Longer term investments (i.e., over one year) are limited to maturities of five years or less.

The City strives to maintain an appropriate level of investment of all funds through daily and projected cash flow determinations. Idle cash management and investment transactions are the responsibility of the City Treasurer in consultation with the Finance Director.

The basic premise underlying the City's investment philosophy is, and will continue to be, to insure that money is always safe and available when needed.

The City Treasurer or the Deputy Treasurer and/or Finance Director in the absence of the City Treasurer shall continually review the financial condition of proposed depositories of City funds. The City should demand a copy of the latest financial statements and audit reports prior to investment and any reports issued during the period of the investment.

#### **Investment Strategy**

- 1. When making an investment decision, the purchase of an investment is made with the intent of holding that investment to maturity.
- 2. Cash flow projections are fully utilized to balance the liquidity needs at all times.
- 3. At least bi-weekly, economic forecasts are obtained from financial experts in the field through bankers and brokers.



- 4. Close rapport is maintained with the City Manager, Finance Director, Public Works and other departments having a significant impact on cash flow.
- 5. The City will invest all City and Successor Agency to the Redevelopment Agency funds and the estimated checking accounts float, except for those amounts required by the City's banks to pay for bank services furnished to the City.
- 6. Depending on market conditions, time deposits are maintained in commercial banks and savings and loan institutions. Particular attention is paid to investment opportunities available from financial institutions within the City of San Fernando so as to contribute to the economic vitality of the community.
- 7. Safekeeping: Securities purchased from brokers/dealers shall be held in third party safekeeping by the City's third party custodian. Said securities shall be held in the name of the City of San Fernando with the trustee executing investment transactions as directed by the Treasurer.

#### **Prohibited and Restricted Investments**

The City will not invest in derivative-type investments which are now prohibited by law, inverse floaters, range notes, interest- only strips derived from a mortgage pool, equity linked securities, swaps, margin/leveraging, and any security that could result in zero interest accrual if held to maturity. The City will not invest in reverse repurchase agreements. The City will not engage in speculative buying.

#### **Investment Policy Adoption**

The investment plan and strategy are reviewed and updated as needed, and no less often than annually.

CALIFORNIA

#### SECTION III. EXCEPTIONS

There will be no exceptions to this policy, except as may be approved by the City Council.

#### SECTION IV. <u>AUTHORITY</u>

By order of City Council Resolution No. 7918, Policy adopted by the City Council on May 20, 2019.

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

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

Maribel Perez, Recreation Supervisor

**Date:** May 20, 2019

**Subject:** Consideration to Approve a Memorandum of Understanding with New Horizons

For Use of City Park Facilities

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A"- Contract No. 1918) with New Horizons Servicing People with Special Needs to use City park facilities to implement programs and services for clients and the general public at Recreation, Las Palmas and Rudy Ortega Sr. Parks; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

#### **BACKGROUND:**

- 1. Since 1954, New Horizons Servicing People with Special Needs (New Horizons) has offered services and programs for special needs clients in the areas of job training and placement, education, counseling, and independent travel. In addition, New Horizons offers residential services like community living support and social recreational programming.
- 2. On October 31, 2018, New Horizons formally closed their Workshop Fulfillment Center and their Warehouse employment location due to funding limitations and legislative changes. This change in service delivery shifted New Horizons in a new direction towards community integration and they began seeking partnerships.
- 3. In February 2019, New Horizons approached City staff to discuss a potential partnership in which New Horizons would provide social and recreational classes for their clients at City park facilities. In return, those classes would be open to the community free of charge.

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

Consideration to Approve a Memorandum of Understanding with New Horizons Servicing People with Special Needs for Use of City Park Facilities

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#### **ANALYSIS:**

#### New Horizons Servicing People with Special Needs (New Horizons).

New Horizons is a non-profit organization that empowers individuals with special needs to fulfill their dreams through partnership, community outreach, and advocacy. The programs serve entire communities by helping men and women with developmental and physical disabilities to contribute to society through job training and placement, education, counseling, social and recreational activities, and community engagement.

Every year New Horizons serves more than 1,800 individuals through one of their many programs listed as follows:

- **Employment Services:** Places clients in competitive paying jobs at no cost to the employer. Professional job coaches work alongside clients and provide training to assist them in learning the job duties.
- **Green Light to Mobility:** A METRO funded program designed to provide free transportation training services teaching clients how to utilize public transportation in the San Fernando and Santa Clarita Valleys.
- **Sam's Café:** A professional kitchen and banquet hall providing training in preparation and food service in a real-world environment for New Horizons' clients.
- **Technology Media Arts:** Offers work and educational opportunities for clients that have demonstrated an interest and talent for technology and media arts. The program prepares individuals for careers in web design, graphic art, and animation.
- Monarch Mobile Day Program: Offers customized day program support to individuals in a community setting. The goal is to provide an experience in which the clients will be integrated into the community and participate in social and recreational activities with individuals that may or may not have disabilities.

New Horizons also offers services for clients of a higher dependency level through Residential and Community Living, the Achievement Center, and SAT Outreach Program. These programs focus on providing clients with the opportunity to become independent all the while meeting their specific needs.

#### Proposed Agreement.

New Horizons is requesting the use of indoor space at Recreation Park, Las Palmas Park, and Rudy Ortega Sr. Park during normal business hours to expand their Monarch Mobile Day Program into the San Fernando community. The program will provide classes for their clients and for the public at large, including, but not limited to, light exercise, Zumba, line dancing, arts and crafts, karaoke and a drum circle activity.

Consideration to Approve a Memorandum of Understanding with New Horizons Servicing People with Special Needs for Use of City Park Facilities

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In partnership with the City, New Horizons will open their classes to the community free of charge.

- New Horizons will provide qualified and trained instructors to conduct the classes;
- New Horizons' clients and community participants will register with the City for classes offered in a City facility;
- Schedule of classes will be developed around existing programs to avoid schedule and facility conflicts;
- New Horizons will be offered during normal business hours. New Horizons will be billed for staff time for any program offered outside normal business hours;
- New Horizons will be financially responsible for all destruction of, damage to, or unnecessary abuse of the facilities, grounds or equipment in any way arising out of the use or occupancy by New Horizons.

The goal and vision of this partnership is to provide an experience in which individuals with special needs will be integrated into the public and participate in activities alongside people with or without disabilities.

#### **BUDGET IMPACT:**

The MOU provides for waiving of all facility use fees during normal business hours, which may result in loss of future revenue from customers that may otherwise want to rent the space. However, there is currently very limited demand for renting of the space during the hours that New Horizons is proposing to provide services. Additionally, in exchange for use of the facilities, the City will benefit from valuable inclusive programming New Horizons will provide at no cost to the community through the MOU. New Horizons will also reimburse the City for any staff costs incurred outside of normal operating hours.

#### **CONCLUSION:**

It is recommended that the City Council approve the MOU (Attachment "A"- Contract No. 1918) with New Horizons Servicing People with Special Needs to use City park facilities to implement programs and services for clients and the general public at Recreation, Las Palmas and Rudy Ortega Sr. Parks and authorize the City Manager to execute the MOU.

#### **ATTACHMENT:**

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN FERNANDO AND NEW HORIZONS SERVICING PEOPLE WITH SPECIAL NEEDS FOR USE OF CITY PARK FACILITIES

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, the "Agreement") is made and entered into as of May 20, 2019 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a California municipal corporation (hereinafter, the "CITY"), and NEW HORIZONS SERVICING PEOPLE WITH SPECIAL NEEDS, a non-profit organization (hereinafter, "NEW HORIZONS") for the use of Recreation Park, Las Palmas Park and Rudy Ortega Sr. Park. For the purposes of this Agreement, the CITY and NEW HORIZONS may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to the CITY or NEW HORIZONS interchangeably as appropriate.

#### RECITALS:

WHEREAS, NEW HORIZONS is a non-profit organization that empowers individuals with special needs to fulfill their dreams through partnerships, community outreach, and advocacy; and

WHEREAS, NEW HORIZONS' programs serves entire communities by helping men and women with developmental and physical disabilities to contribute to society through job training and placement, education, counseling, social and recreational activities and community engagement; and

WHEREAS, the CITY owns and operates Recreation Park, located at 208 Park Avenue and Las Palmas Park, located at 505 S. Huntington, and Rudy Ortega Sr. Park, located at 2025 Fourth St., in the City of San Fernando (collectively, "the Facilities"); and

WHEREAS, NEW HORIZONS desires to use the Facilities for programming purposes, specifically, for NEW HORIZONS' clients and the community; and

WHEREAS, NEW HORIZONS has requested the use of indoor space during normal business hours; and

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

WHEREAS, the terms of this Agreement were approved by the City Council of the City of San Fernando at its Regular Meeting of May 20, 2019.

**Between the City of San Fernando and New Horizons** Page 2 of 15

#### AGREEMENT:

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

#### 1. FACILITIES.

- 1.1. <u>Availability for NEW HORIZONS' Use</u>. Except as otherwise provided herein, NEW HORIZONS shall have a non-exclusive license to use the Facilities for the purposes of conducting programs and activities for a period of two (2) year commencing from the Effective Date of this Agreement.
- 1.2. The CITY shall provide NEW HORIZONS with access to Club Rooms, Arts & Crafts Room/Learning Center, Tea House at the Facilities for NEW HORIZONS sponsored programs and activities, or other mutually agreed upon times including but not limited to during the times set forth in the Usage Hours contained in Exhibit "A", which is attached hereto and incorporated herein by this reference. While using the Facilities, NEW HORIZONS agrees to allow the CITY to move program to other available rooms for the sake of accommodating other programming or events. NEW HORIZONS' right of access and use to the Facilities shall be non-exclusive and shall at all times be subordinate and subject to the CITY's ownership rights in the Facilities and the underlying real property where the Facilities are located.
- 1.3 The CITY shall provide NEW HORIZONS access to the facilities on a weekly basis for NEW HORIZONS sponsored programming set forth in the Usage Hours of Operation (Exhibit "A") without programming overlap. Facilities are subject to availability of dates and times as determined by the CITY in its sole and absolute discretion. All programming shall be scheduled during regular business hours. Staff time will be charged if programming is scheduled during non-business hours.
- 1.4 NEW HORIZONS will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference.
- 1.5 NEW HORIZONS will provide the CITY with a schedule of activities as soon as reasonably possible but in no event later than seven (7) days prior to the first day of programming.
- 1.6 NEW HORIZONS participants will register with the CITY through the Department of Recreation and Community Services and complete the Registration Waiver prior to participation in any sponsored NEW HORIZONS program or activities.

**Between the City of San Fernando and New Horizons** Page 3 of 15

#### 2. LIABILITY & INDEMNIFICATION.

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

#### 3. INSURANCE.

- 3.1 <u>Coverage</u>. NEW HORIZONS shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the insurance listed below:
  - A. NEW HORIZONS shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facilities that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name the CITY as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to the CITY, (c) provide that coverage afforded thereby will be primary and that any coverage carried by the CITY shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against the CITY that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of the CITY.
  - B. NEW HORIZONS agrees that if it does not keep the insurance required in this Agreement in full force and effect, the CITY may either immediately

**Between the City of San Fernando and New Horizons** Page 4 of 15

terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to NEW HORIZONS, the CITY may take out the necessary insurance and pay, at NEW HORIZONS's expense, the premium thereon.

- 3.2 <u>Certificate</u>. NEW HORIZONS shall supply the CITY with a Certificate of Insurance as a precondition to commencing any activities at the Facilities.
- 3.3 <u>Waiver</u>. NEW HORIZONS waives any and all rights of recovery against the CITY for loss of, or damage to, NEW HORIZONS' property or the property of others under NEW HORIZONS' control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. NEW HORIZONS shall, upon obtaining any policies of insurance affecting the Facilities, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.
  - **4. TERM OF AGREEMENT.** The term of this Agreement and the license rights sent forth herein shall be two (2) years, commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the Parties' ability to terminate this Agreement earlier set forth in Section 5 of this Agreement.

#### 5. TERMINATION OF AGREEMENT.

- 5.1 <u>Termination Without Cause</u>. Either Party may terminate this Agreement without cause by providing thirty (30) days prior written notice to the other Party.
  - 5.2 Termination with Cause; Events of Default; Breach of Agreement.
  - A. In the event either Party fails to adhere to any term or condition set forth under this Agreement, including those set forth in Exhibits "A", "B"and "C" (or fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2(B) and 5.2(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
  - B. NEW HORIZONS shall cure the following Events of Defaults within the following time periods:

Between the City of San Fernando and New Horizons Page 5 of 15  $\,$ 

- i. Within three (3) business days of the CITY's issuance of a Default Notice for any failure of NEW HORIZONS to timely provide the CITY or CITY's employees or agents with copies of necessary permits or other documentation required under this Agreement. Prior to the expiration of the 3-day cure period, NEW HORIZONS may submit a written request for additional time to cure the Event of Default upon a showing that NEW HORIZONS 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, the 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 three (3) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of the 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, NEW HORIZONS may submit a written request for additional time to cure the Event of Default upon a showing that NEW HORIZONS 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, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B. ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
- C. The CITY shall cure any Event of Default asserted by NEW HORIZONS within forty-five (45) calendar days of NEW HORIZONS' 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, the CITY may submit a written request for additional time to cure the Event of Default upon a showing that the CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period.
- D. The CITY, in its sole and absolute discretion, may also immediately suspend NEW HORIZONS access and use of the Facilities under this Agreement pending NEW HORIZONS cure of any Event of Default by giving NEW HORIZONS written notice of the CITY's intent to suspend NEW HORIZONS' access and use of the Facilities (hereinafter, a "Suspension Notice"). The CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, the CITY reserves the right to restrict NEW HORIZONS's access to portions of the facilities that NEW HORIZONS would otherwise be permitted to use under this Agreement, including the use of the concession stand.

**Between the City of San Fernando and New Horizons** Page 6 of 15

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The terms and conditions imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to the CITY at law or under this Agreement in the event of any breach of this Agreement, the CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to NEW HORIZONS, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to NEW HORIZONS, the CITY may suspend or terminate NEW HORIZONS' access and use of a portion of the Facilities that the CITY has determined has not been used in compliance with the terms and conditions of this Agreement, for a period of time up to or including the remainder of the Term of this Agreement;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for NEW HORIZONS' breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy. NEW HORIZONS shall be liable for all legal fees plus other costs and expenses that the CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event that the CITY is in breach of this Agreement, NEW HORIZONS' sole remedy shall be the suspension or termination of this Agreement.
- 5.3 <u>Scope of Waiver.</u> No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**Between the City of San Fernando and New Horizons** Page 7 of 15

6. NONDISCRIMINATION. NEW HORIZONS shall not discriminate on the basis of race, color, sex, age, religion, national origin or any other basis prohibited by law in its use of the Facilities. NEW HORIZONS shall provide the CITY with a copy of its non-discrimination policy prior to any use of the Facilities.

#### 7. FEES AND CHARGES.

- 7.1 Fees.
  - A. For each NEW HORIZONS facility request, the CITY will waive all facility fees. Programming during non-regular business hours will be billed for staffing costs.
  - B. NEW HORIZONS will report the number of residents served during the term of the agreement on a six (6) month basis
  - C. NEW HORIZONS shall obtain and maintain, at its sole cost and expense non-profit status as required by State and Federal law.
- 7.2 <u>Billing.</u> The CITY shall submit to NEW HORIZONS an invoice, at the completion of the term of the Agreement, for any damages to the facilities. Any invoice dispute for the use of the Facilities or other services provided by the CITY shall be submitted within ten (10) business days of receipt of the invoice.
- 7.3 <u>Method of Payment</u>. Payments will be made payable to the City of San Fernando.
  - **8. APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Should any claim or dispute arising out this agreement be governed solely by federal law, such claim or dispute should be brought in the Central District of California, located within the CITY and county of Los Angeles.

**NOTICE.** Any notice, request, direction, instruction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either Party may hereafter notify the other in writing as aforementioned:

Organization: John C. Brauer, CEO

New Horizons Serving Individuals with Special Needs

15725 Parthenia St., North Hills, CA 91343

Phone: 818-894-9301 ext.331

Direct: 818-894-9302

Between the City of San Fernando and New Horizons Page 8 of 15  $\,$ 

City: City of San Fernando

117 Mcneil Street

San Fernando, California 91340

Attention: Julian J. Venegas, RCS Director

Telephone: (818) 898-1290 Email: jvenegas@sfcity.org

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

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

#### 10. MISCELLANEOUS.

- 11.1 Drafter. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the CITY and NEW HORIZONS agree that neither Party shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other.
- 11.2 Severability. The CITY and NEW HORIZONS agree that the invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 11.3 Entire Agreement. The CITY and NEW HORIZONS agree that this Agreement (together with the documents attached as Exhibits "A"-"C") constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

Between the City of San Fernando and New Horizons Page 9 of 15  $\,$ 

## [SIGNATURE PAGE TO FOLLOW]

Between the City of San Fernando and New Horizons Page  $10 \ \text{of} \ 15$ 

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

APPROVED AND ADOPTED this 20th day of May, 2019.

CITY OF SAN FERNANDO:	NEW HORIZONS SERVICING PEOPLE WI'SPECIAL NEEDS:	ГН
By: Nick Kimball, City Manager	By:	
ATTEST:		
By: Elena Chavez, City Clerk		
APPROVED AS TO FORM:		
By: Richard Padilla, Assistant City	Attorney	

Between the City of San Fernando and New Horizons
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**EXHIBIT "A"** 

Usage	Hours	of O	peration
Coase		<b>UL U</b>	Peranton

<b>Recreation Park Facility</b>	<b>Dates</b>	to
---------------------------------	--------------	----

Room	Date (s)	Description/Notes
Club Rooms		
Multipurpose Room		
Gymnasium		

#### **Las Palmas Park Facility**

Dates	to	

Room	Date (s)	Description/Notes
Arts & Crafts Room		
Learning Center		
Gymnasium		

#### Rudy Ortega Sr. Park

Room	Date (s)	Description/Notes
Tea House		

Between the City of San Fernando and New Horizons Page 12 of  $15\,$ 

**EXHIBIT "B"** 

#### **RENTAL AND USAGE TERMS**

- 1. NEW HORIZONS agrees that, to the best of his/her knowledge, the Facilities which are the subject of this Agreement states not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
- 2. This Agreement covers only the activities and use of the Facilities at the expressly identified in this Agreement and associated Exhibits. Any additional activities and/or hours shall require submission of appropriate application and approval from the CITY.
- 3. The use and/or advertising of drugs, alcohol or tobacco products are NOT ALLOWED AT ANY TIME on or in the Facilities or any other CITY-owned property. NO SMOKING is allowed on or in the Facilities or any other CITY-owned property. Betting and/or other forms of gambling also are strictly prohibited on or in the Facilities or any other CITY-owned property at all times.
- 4. Responsible adults (21 years or older) must be present AT ALL TIMES when a group of minors are using the Facilities.
- 5. NEW HORIZONS shall have a copy of this Agreement available on site at all times.
- 6. Persons setting up and cleaning up a NEW HORIZONS event shall arrive no earlier and leave no later than the set time established in the agreement.
- 7. Persons in attendance shall restrict their activities to those Facilities, or portions thereof, their agreement entitles them. Failure to comply may result in the termination of the program.
- 8. There will be no storage provided. Items/articles CAN NOT BE LEFT PRIOR to the event or AFTER the event (e.g. food, decorations, etc.). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
- 9. Upon the conclusion of the event, the agent and/or the organization must leave the Facilities in the same condition as found. Such condition to be determined by an authorized representative. Failure to comply will result in possible loss of access to facility for future programing.
- NEW HORIZONS and/or their representatives shall maintain a civil attitude, mutual respect and team cooperation at all times. Failure to do so may result in revocation of permit.
- 11. NEW HORIZONS and/or their representatives shall promptly report any deficiencies of the Facilities or service requests to the Recreation and Community Services Department at (818) 898-1290. For emergencies, dial 9-1-1.

Between the City of San Fernando and New Horizons Page 13 of 15  $\,$ 

12. NEW HORIZONS and/or their representatives shall arrive with sufficient amount of time to inspect the Facilities and allow for repairs.

Between the City of San Fernando and New Horizons Page 14 of 15  $\,$ 

## **EXHIBIT "C" Liability Sample**

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ACTIVITY/PROGRAM NAME			LEAGUE  SOFTBALL  BASKETBALL  VOLLEYBALL  VOLLEYBALL	E Amateur E Advanced*		WED THUR FRI	BASKETBAL CHEER FUTSAL SOCCER ve your safety and n	L	SIZE  ADULT  YOUTH  SMALL  MEDIUM  LARGE  X LARGE  XX LARGE
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Parents will present documents that verify child's age, legal guardianship, and address.									
In case of an emergency, I give permission for any necessary medical treatment. Any medical bills will be my responsibility.									
I ACKNOWLEDGE THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGEMENT  PRINT PARTICIPANT OR PARENT/GUARDIAN NAME  PARTICIPANT OR PARENT/GUARDIAN SIGNATURE  DATE									
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**Between the City of San Fernando and New Horizons** Page 15 of 15



## ACTIVITY/PROGRAM REGISTRATION FORM AND WAIVER/RELEASE/INDEMNIFICATION

#### WAIVER, RELEASE AND INDEMNIFICATION

I hereby certify that I am an adult over the age of eighteen (18) years, and am allowing my family members listed above permission to participate in certain activities, including but not limited to activities such as, photo-taking, obstacle course races, and any other activity organized by the City of San Fernando ("activities") and/or use of equipment provided by the City of San Fernando, including but not limited to, public parks, bounce houses, and any other equipment provided by the City as part of a City-organized event referred to as the "Event".

I UNDERSTAND AND ACKNOWLEDGE THAT MY OR MY CHILD'S/FAMILY MEMBER'S PARTICIPATION IN CERTAIN ACTIVITIES AT THE EVENT OR USE OF CERTAIN CITY EQUIPMENT USED BY ME AT THE EVENT MAY EXPOSE ME OR MY CHILD/FAMILY MEMBER TO A RISK OF PHYSICAL HARM OR DEATH, AS WELL AS ECONOMIC LOSS, which might result not only from my or my child's/family member's own actions, inactions, or negligence, but also from the actions, inaction, or negligence of others, or the condition of the facilities or equipment. ACCORDINGLY, I ASSUME ANY AND ALL RISKS associated with my participation (and/or of my children/family member's listed above) and/or use of the activities and/or equipment. Specific risks might include: a) minor injuries such as scratches, bruises, and sprains; b) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and c) catastrophic injuries including paralysis and death. Additional potential risks and injuries may include: falls, improper use of equipment and/or defective equipment. ALL SUCH RISKS ARE KNOWN AND ACKNOWLEDGED BY ME.

I agree that if I observe any facilities and equipment to be used and believe them to be unsafe, I will immediately advise the supervisory person at the facility.

I recognize that certain medical conditions and/or physical conditions known to me may pose a likely and/or foreseeable risk of injury, death or other harm should I, my child, or my family members listed above participate in any of the activities contemplated herein. By execution of this waiver, release and indemnification, I assume full responsibility for any and all risks posed by any medical condition or physical condition suffered by me, my child or family member's listed above whether known or unknown to me.

For myself, heirs, personal assigns, and anyone entitled to act on my behalf, do hereby forever waive, release, discharge, and covenant not to sue the City of San Fernando, its elected or appointed officials, officers, agents, employees, and other volunteers, and the owner of any private property where events or activities are held, from any and all liability, claims, damages, expenses, and judgments, including attorney's fees, arising from participating/volunteering with the City of San Fernando. This release, waiver, and indemnification extend to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree that the City of San Fernando may take photographs of me and/or of my children for participating/volunteering at various events and activities and use such pictures at its discretion for public display or advertising purposes without any compensation to me.

For myself, my heirs, personal assigns, and anyone entitled to act on my behalf, assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, or death and damages to my property, real or personal, caused by or arising from participating/volunteering with the City of San Fernando.

For myself, my heirs, personal assigns, and anyone entitled to act on my behalf, agree to forever indemnify and hold the City of San Fernando and its officials, employees and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of myself participating with and on the City of San Fernando's equipment and facilities, and/or volunteering with the City of San Fernando, and to reimburse them for any such expenses incurred. I recognize that this waiver and release, assumption of risk and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, agree that the balance shall continue in full legal force and effect and if signing on behalf of an organization, I have the capacity and am duly authorized to enter into this agreement on the organizations behalf.

I, the undersigned, consent to have myself, and/or my children/family members photographed, interviewed, and/or videotaped by representatives of the City and its affiliated entities. The City and its affiliated entities may use the images/likeness for the production of City of San Fernando marketing/promotional material. With respect to all photos, videotaping and audio records, and any reproductions of same in any medium, including the City's websites, I hereby irrevocably consent to and authorize their use by the City and its affiliated entities for reproduction, distribution, and exhibition for any purpose and in any medium whatsoever including (but not limited to) publication and exhibition for educational purposes, without any compensation or notice to me

I understand and agree that such materials, including all negatives, positives, and prints, shall become and remain the sole property of the City and I shall have no right or title to such items. I further understand and agree that these materials may be kept on file and/or used by the City for potential future use and further agree to release the City and its affiliated entities from any and all liability arising from or in connection with taking, use, publication, or dissemination of such materials.

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FROM PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND I SIGN VOLUNTARILY.

I HAVE READ, UNDERSTAND AND AGREE TO THE FOREGOING AND CERTIFY MY AGREEMENT BY MY SIGNATURE ON THE FRONT OF THIS FORM



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

**Date:** May 20, 2019

**Subject:** Fiscal Year 2019-2020 Budget Study Session No. 1

#### **RECOMMENDATION:**

It is recommended that the City Council review and discuss the Fiscal Year (FY) 2019-2020 Proposed Budget.

#### **BACKGROUND:**

- On January 22, 2019, the City Council received a presentation of prior years' City-wide Strategic Goals and City Council Priorities and staff discussed the work program for FY 2019-2020.
- 2. On March 4, 2019, the City Council received a presentation of the FY 2017-2018 final audited financials, FY 2018-2019 Mid-year Budget update, and FY 2019-2020 Budget Outlook. This marked the kick-off of the FY 2019-2020 Budget season.
- 3. During the month of April 2019, the City Manager met with each Department to develop the FY 2019-2020 Proposed Budget, which includes revenues and expenditures for the General Fund, Enterprise Funds, and all Special Revenue Funds.

#### **ANALYSIS:**

The FY 2019-2020 Proposed Budget is considered a Maintenance of Effort budget, which means it is based on providing the same level of service as FY 2018-2019. Departments were asked to continue to hold the line and develop their FY 2019-2020 operating budget requests assuming the same amount of funding as the current year. Although this is a Maintenance of Effort budget that represents no increase in service levels in the short-term, the City does need to invest in a number of areas to address a backlog due to prior cuts and better position the organization for long-term stability. More than \$1.25 million in enhancement requests were submitted by City Departments. After initial review of the budget, the City Manager is

FINANCE DEPARTMENT

**REVIEW:** 

□ City Manager

#### Fiscal Year 2019-2020 Budget Study Session No. 1

Page 2 of 3

recommending \$156,880 in ongoing enhancements and \$210,070 in one-time enhancements for the General Fund.

Overall, the General Fund has a budget surplus (i.e., total revenue less total expenditures) of approximately \$510,000. Although the Proposed Budget presents a budget surplus, there are a number of critical outstanding variables that could quickly erode the surplus, primarily: 1) unknown pension and retirement related costs that may need to be shifted to the General Fund, and 2) lack of General Fund reserve to protect against a financial downturn. More information on *Threats to the Fiscal Year 2019-2020 Budget* can be found in the City Manager's Budget Message in the Proposed Budget document (Attachment "A").

#### Measure A.

Measure A is expected to raise approximately \$2.55 million in FY 2019-2020 and will be used to pay down debt, reduce the General Fund deficit fund balance, strengthen the Self Insurance and Equipment Replacement Funds, fund one-time projects that address critical needs, and enhance services to the community. More detail on Measure A expenditures can be found in the City Manager's Budget Message in the Proposed Budget document.

#### Capital Improvements.

The FY 2019-2020 Proposed Budget includes funding for a number of critical capital improvements to address the large backlog of deferred maintenance. Funding for these capital improvements is provided primarily through Special Funds, Water Fund and Sewer Fund.

<u>Am</u>	<u>ount Budgeted</u>	Funding Source(s)
\$	6,300,000	Multiple Special Funds
\$	2,177,000	Multiple Special Funds
\$	2,055,000	Grant Fund/Measures R & M
\$	2,940,000	Grant Fund/Measure R
\$	1,025,000	Water Fund
\$	5,000,000	Grant Fund
\$	1,740,000	Sewer Fund
\$	21,237,000	
	\$ \$ \$ \$ \$	\$ 2,177,000 \$ 2,055,000 \$ 2,940,000 \$ 1,025,000 \$ 5,000,000 \$ 1,740,000

More analysis of the FY 2019-2020 Proposed Budget can be found in the City Manager's Budget message included in the Proposed Budget document.

#### **BUDGET IMPACT:**

The total Proposed Budget for all funds is approximately \$49.5 million. The Proposed General Fund budget is \$19.854 million. In accordance with the City's Budget Policy, the FY 2019-2020

#### Fiscal Year 2019-2020 Budget Study Session No. 1

Page 3 of 3

Proposed General Fund Budget represents a balanced budget, with General Fund revenues of \$20.363 million and expenditures of \$19.854 million, estimating a surplus of \$510,000.

#### **CONCLUSION:**

The objective of the FY 2019-2020 Proposed Budget is three-fold: 1) continue to rebuild the General Fund reserve balance; 2) begin to address staffing shortages that have caused a backlog in critical areas; and 3) appropriate capital funds to reduce deferred maintenance of the City's infrastructure.

#### **ATTACHMENT:**

A. FY 2019-2020 Proposed Budget - provided under separate cover and is available on the City's website at the following link: <a href="http://ci.san-fernando.ca.us/finance/financial-documents/">http://ci.san-fernando.ca.us/finance/financial-documents/</a>