



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA

JUNE 17, 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 Personnel Manager Michael Okafor

**APPROVAL OF AGENDA**

**PRESENTATIONS**

- a) INTRODUCTION OF 2019 EDUCATION COMMISSION PROGRAM SCHOLARSHIP RECIPIENTS  
Vice Mayor Sylvia Ballin
- b) PRESENTATION BY KIDNEYS QUEST FOUNDATION, INC.  
President Carolyn Urquidez
- c) RECOGNITION OF KIDNEYS QUEST FOUNDATION, INC. PRESIDENT CAROLYN URQUIDEZ  
Vice Mayor Sylvia Ballin

**DECORUM AND ORDER**

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same

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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 JUNE 3, 2019 – SPECIAL MEETING**
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 19-062 approving the Warrant Register.

- 3) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY COUNCIL PROCEDURAL MANUAL AND ADOPT POLICIES PERTAINING TO CITY COUNCIL CONTACTS AND ATTORNEY SERVICES**

Recommend that the City Council:

- a. Adopt Resolution No. 7916 amending the City Council Procedural Manual to reflect final changes made by the City Council; and
- b. Adopt Administrative Policies pertaining to City Council Contacts and Attorney Services.



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**4) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE SALARY PLAN AND TABLE OF ORGANIZATION FOR FISCAL YEAR (FY) 2019-2020**

Recommend that the City Council:

- a. Adopt Resolution No. 7919 approving the Salary Plan for FY 2019-2020;
- b. Adopt Resolution No. 7920 approving the Table of Organization for FY 2019-2020; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

**5) CONSIDERATION TO APPROVE A REVISED CONTRACT WITH JOHN ROBINSON CONSULTING INCORPORATED FOR UPPER RESERVOIR REPLACEMENT ENGINEERING DESIGN SERVICES**

Recommend that the City Council:

- a. Approve a Professional Services Agreement with John Robinson Consulting Incorporated (Contract No. 1912) in the amount of \$469,891 for Upper Reservoir Replacement Engineering Design Services; and
- b. Authorize the City Manager to execute the Agreement and all related documents.

**6) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR THE SAN FERNANDO ROAD STREET IMPROVEMENTS BETWEEN SOUTH HUNTINGTON STREET AND SAN FERNANDO MISSION BOULEVARD, CDBG PROJECT NO. 601994-18 JOB NO. 7606, PLAN NO. P-729**

Recommend that the City Council:

- a. Accept the improvements as constructed by Excel Paving Company and consider the work complete;
- b. Authorize the issuance and filing of the “Notice of Completion” with the Los Angeles County Office of the Registrar-Recorder/County Clerk;
- c. Authorize the release of the five percent retention (\$19,446.09) after a 35-day lien period from the date the Notice of Completion is recorded;
- d. Authorize the City Manager, or designee, to approve a First Amendment to the Construction Contract (Contract No. 1900(a)) and necessary change orders with Excel

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Paving Company in the amount of \$48,029 for a total contract amount to \$388,922; and

- e. Approve a budget appropriation (Resolution No. 7924) in the amount of \$79,751 from the CDBG Unallocated Fund Balance, Local Transportation Fund: 015, and Sewer Fund: 072-360 to cover the increase to the overall project amount.

**7) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE FISCAL YEAR (FY) 2019-2020 ARTICLE XIII B APPROPRIATIONS (GANN) LIMIT**

Recommend that the City Council adopt Resolution No. 7925 setting the FY 2019-2020 Article XIII B Appropriation Limit at \$55,310,188.

**8) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE SAN FERNANDO VALLEY MESOAMERICAN BALLGAME DELEGATION AND THE USE OF THE CITY SEAL**

Recommend that the City Council:

- a. Approve the Co-Sponsorship of the San Fernando Valley Mesoamerican Ballgame Delegation to launch on June 20, 2019;
- b. Authorize the use of Rudy Ortega Sr. Park (2025 Fourth Street) to host a Press Conference detailing the inauguration of the Mesoamerican Ballgame team in California and the Indigenous Women's Summer Solstice Ceremony on June 21, 2019 through June 22, 2019, to waive any and all fees; and
- c. Approve the use of the City Seal on the print material and social media pursuant to City Council Resolution No. 6904.

**9) CONSIDERATION TO APPROVE A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

Recommend that the City Council:

- a. Adopt Resolution No. 7927 authorizing the City to enter into a Funding Agreement with the State of California Department of Water Resources to receive funds for the Upper Reservoir No. 4 Replacement Project;
- b. Authorize the City Attorney to review and approve the Funding Agreement;
- c. Upon City Attorney approval, authorize the City Manager to execute the agreement on behalf of the City (Contract No. 1921); and

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- d. Adopt Budget Resolution No. 7928 amending the budget for FY 2018-2019 adopted on June 8, 2018.

**10) CONSIDERATION TO APPROVE AUTHORIZATION TO WRITE-OFF BAD DEBT FOR FISCAL YEAR (FY) 2018-2019**

Recommend that the City Council authorize staff to write-off bad debt(s) from uncollectible utility accounts and loan receivable for FY 2018-2019.

**ADMINISTRATIVE REPORTS****11) CONSIDERATION TO APPROVE A RESOLUTION ADOPTING MITIGATED NEGATIVE DECLARATION FOR THE SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT**

Recommend that the City Council approve Resolution No. 7926 adopting a Mitigated Negative Declaration for the San Fernando Regional Park Infiltration Project.

**12) PARKING ENFORCEMENT UPDATE**

Recommend that the City Council receive and file this report.

**13) CONSIDERATION OF A LETTER IN OPPOSITION OF THE PROPOSED RULE, PERTAINING TO SECTION 214 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1980, BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

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

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES****GENERAL COUNCIL COMMENTS****RECESS TO CLOSED SESSION****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

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

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

**B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

G.C. §54957

Title of Employee: City Manager

**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

**RECONVENE/REPORT OUT FROM CLOSED SESSION****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: June 13, 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 ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.*

# **Regular Meeting**

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**JUNE 3, 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 5:00 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, Councilmembers Robert C. Gonzales (arrived at 5:10 p.m.), Antonio Lopez and, Hector A. Pacheco (arrived at 5:53 p.m.)

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

**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 (5:01 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

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

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – June 3, 2019**

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

**RECONVENE/REPORT OUT FROM CLOSED SESSION (6:07 P.M.)**

Assistant City Attorney Padilla reported the following:

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

**ADJOURNMENT (6:08 P.M.)**

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, 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 June 3, 2019, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez*  
City Clerk



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** June 17, 2019

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

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-062 (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. 19-062

**ATTACHMENT "A"****RESOLUTION NO. 19-062**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT  
REGISTER NO. 19-062**

**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 17<sup>th</sup> day of June, 2019.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of June, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

Voucher List		Page: 1				
06/11/2019 4:22:19PM		CITY OF SAN FERNANDO				
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214860	6/17/2019	893210	2017-2 IH BORROWER LP	52-3702-07	WATER ACCT REFUND-863 N WORKM#	
					070-2010	39.16
					Total :	39.16
214861	6/17/2019	890104	ABBA TERMITE & PEST CONTROL	38961	BEE REMOVAL-417 N MACLAY	
				38998	070-383-0000-4260	95.00
					BEE REMOVAL-910 FIRST	
					001-346-0000-4260	95.00
					Total :	190.00
214862	6/17/2019	891587	ABLE MAILING INC.	29943	MAILING & FULFILLMENT SERVICES-M	
				11802	072-360-0000-4300	88.05
				11802	070-382-0000-4300	88.05
				29944	APRIL STORAGE FEE- WATER ENV	
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
				30100	ALARM RENEWAL FULLFILLMENT SER	
					001-130-0000-4260	45.00
				30101	MAILING & FULFILLMENT SERVICES-JL	
				11802	072-360-0000-4300	107.35
				11802	070-382-0000-4300	107.37
				30113	MAY STORAGE FEE- WATER ENV	
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
					Total :	485.82
214863	6/17/2019	100066	ADS ENVIRONMENTAL SERVICES,INC	22291.22-0519	WASTEWATER FLOW MONITORIN, SAA	
				11718	072-360-0000-4260	1,668.10
					Total :	1,668.10
214864	6/17/2019	891969	ADVANCED PURE WATER SOLUTIONS	FC053822	FILTER MAINTENANCE FEE	
					001-222-0000-4260	154.75
					Total :	154.75
214865	6/17/2019	891442	ALEX AUTO DETAILING	19245	VEHICLE DETAIL-PW0597	
					041-320-0311-4400	60.00

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06/11/2019 4:22:19PM

Voucher List

CITY OF SAN FERNANDO

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214865	6/17/2019	891442 891442 ALEX AUTO DETAILING	(Continued)			Total : 60.00
214866	6/17/2019	100143 ALONSO, SERGIO	MAY 2019		MMAP CLASS INSTRUCTOR	
				11983	108-424-3647-4260	525.00
				11983	109-424-3614-4260	735.00
					Total :	1,260.00
214867	6/17/2019	892646 ALVARADO, GLORIA	051119		REIMB OF SUPPLIES FOR SR CLUB DA	
					004-2380	55.00
					Total :	55.00
214868	6/17/2019	100184 ANDERSON TROPHY CO.	SO-509633		TROPHIES-ADULT BASKETBALL & SOF	
					017-420-1334-4300	149.03
					Total :	149.03
214869	6/17/2019	893216 ARMAS, NORMA	54-4580-02		WATER ACCT REFUND-1040 N BRAND	
					070-2010	24.34
					Total :	24.34
214870	6/17/2019	100222 ARROYO BUILDING MATERIALS, INC	227082		MISC. HARDWARE PURCHASES	
				11936	070-383-0000-4260	220.62
					Total :	220.62
214871	6/17/2019	891209 AUTONATION SSC	298492		VEHICLE MAINT-PK3240	
					041-320-0390-4400	60.86
					Total :	60.86
214872	6/17/2019	893176 AUTOZONE STORE 5681	5681247469		VEHICLE MAINT-ME9503	
					041-320-0320-4400	23.95
					Total :	23.95
214873	6/17/2019	893013 AYSON, LEILANI	MAY 2019		ZUMBA INSTRUCTOR	
					017-420-1337-4260	200.00
					Total :	200.00
214874	6/17/2019	889913 BALLIN, SYLVIA	REIMB.		PER DIEM-ICFA CONFERENCE	
					001-101-0101-4370	30.00

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vchlist 06/11/2019 4:22:19PM		Voucher List CITY OF SAN FERNANDO				Page: 5
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214882	6/17/2019	891860 CARL WARREN & COMPANY	10486-10496		REIMB. OF ITF ACCT (LIABILITY CLAIM: 006-1037	26,889.72
					Total :	26,889.72
214883	6/17/2019	103816 CHAVEZ, ELENA	REIMB.		REIMB-EDUCATION COMM. EXPENSES 001-115-0000-4450	111.64
					Total :	111.64
214884	6/17/2019	103029 CITY OF SAN FERNANDO	1794-1814		REIMB TO WORKER'S COMP ACCT 006-1038	5,721.27
					Total :	5,721.27
214885	6/17/2019	890893 CITY OF SAN FERNANDO	MAY 2019		COMMISSIONER'S STIPEND DONATION 001-115-0000-4111	75.00
					Total :	75.00
214886	6/17/2019	893219 CLIMACO, NANCY	1447		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
214887	6/17/2019	100747 COASTLINE EQUIPMENT	591499		VEHICLE MAINT-PW5213 041-320-0311-4400	179.51
					Total :	179.51
214888	6/17/2019	100805 COOPER HARDWARE INC.	116113	11872	MISCELLANEOUS SUPPLIES 070-384-0301-4300	22.69
			116126	11872	MISCELLANEOUS SUPPLIES 001-370-0301-4300	4.37
			116218	11872	MISCELLANEOUS SUPPLIES 070-383-0301-4300	90.23
			116224	11872	MISCELLANEOUS SUPPLIES 041-320-0000-4320	27.21
			116304	11872	MISCELLANEOUS SUPPLIES 070-383-0301-4300	60.59
			116336	11872	MISCELLANEOUS SUPPLIES 070-384-0301-4300	-9.60
					Total :	195.49

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vchlist 06/11/2019 4:22:19PM		Voucher List CITY OF SAN FERNANDO				Page: 6
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214889	6/17/2019	893217 CORTEZ, DANIEL	001		SENIOR EXPO MUSIC 004-2346	280.00
					Total :	280.00
214890	6/17/2019	888743 COUNTY OF LOS ANGELES	IN0734231		CITY YARD TRANSFER STATION PERM 001-311-0000-4260	1,243.00
					Total :	1,243.00
214891	6/17/2019	892472 DE NORA WATER TECHNOLOGIES	1133789	11980	EMERGENCY REPAIR - WELL 2A RECTI 070-384-0000-4260	1,709.77
			1133790	11980	EMERGENCY REPAIR - WELL 2A RECTI 070-384-0000-4260	1,035.19
					Total :	2,744.96
214892	6/17/2019	887121 DELL MARKETING L.P.	10313329962	11967	TONER FOR HP PRINTER IN JAIL 001-222-0000-4300	1,317.50
					001-222-0000-4300	131.75
					Total :	1,449.25
214893	6/17/2019	893103 DUARTE, MARITZA	051819		REIMB OF SUPPLIES FOR SR CLUB DA 004-2380	263.40
			06319		REIMB OF SUPPLIES FOR SR CLUB DA 004-2380	286.00
					Total :	549.40
214894	6/17/2019	893212 EMAMI, KUROUSH	33-2005-04		WATER ACCT REFUND-1046 SAN FERN 070-2010	150.00
					Total :	150.00
214895	6/17/2019	890879 EUROFINS EATON ANALYTICAL, INC	L0448284	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	245.00
			L0448289	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	152.00
			L0448292	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	150.00
			L0449192	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	150.00

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Voucher List		Page: 9	
06/11/2019 4:22:19PM		CITY OF SAN FERNANDO	
Bank code : bank3			
Voucher	Date	Vendor	Amount
214905	6/17/2019	101434 GUZMAN, JESUS ALBERTO	150.00
		109-424-3614-4260	1,050.00
		108-424-3647-4260	
		Total :	1,200.00
214906	6/17/2019	101458 HARRINGTON INDUSTRIAL PLASTICS	165.01
		005C4596	
		005C4678	
		070-384-0000-4310	76.65
		070-384-0000-4300	
		Total :	241.66
214907	6/17/2019	890360 HERRERA, NINAMARIE JULIA	75.00
		001-420-0000-4111	
		Total :	75.00
214908	6/17/2019	892439 HISTORICAL RESOURCES, INC.	525.00
		1130	
		LOPEZ ADOBE CONSULTANT	
		001-424-0000-4260	
		Total :	525.00
214909	6/17/2019	891570 INNOVATIVE TELECOM. SYSTEMS	630.00
		2540	
		TROUBLESHOOTING AND PROGRAMIN	
		001-190-0000-4260	71.01
		001-190-0000-4300	
		Total :	701.01
214910	6/17/2019	891777 IRRIGATION EXPRESS	2.08
		15145711-00	
		15148657-00	
		15148698-00	
		11879	103.47
		11879	254.95
		Total :	360.50
214911	6/17/2019	887952 J. Z. LAWNMOWER SHOP	45.63
		21542	
		21543	
		11873	929.66
		11873	
		Total :	975.29

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06/11/2019 4:22:19PM		CITY OF SAN FERNANDO						
Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
214912	6/17/2019	889680 JIMENEZ LOPEZ, JUAN MANUEL	MAY 2019		MMAP INSTRUCTOR			
					108-424-3647-4260			525.00
					109-424-3614-4260			15.00
					<b>Total :</b>			<b>540.00</b>
214913	6/17/2019	102387 K.R. NIDA CORPORATION	2001746		CITY-WIDE 2-WAY RADIO AND EQUIPM			
				11975	043-390-0000-4300			157.85
				11975	001-370-0000-4310			307.23
					<b>Total :</b>			<b>465.08</b>
214914	6/17/2019	101764 KEYSTONE UNIFORM DEPOT	700031966		UNIFORM ACCESSORIES			
					001-222-0000-4300			155.42
			700032070		UNIFORM ACCESSORIES			
					001-222-0000-4300			42.42
					<b>Total :</b>			<b>197.84</b>
214915	6/17/2019	892833 KIM TURNER, LLC	061019		RGSTR-INTERPERSONAL SKILLS & CA			
					001-225-3688-4360			59.00
					<b>Total :</b>			<b>59.00</b>
214916	6/17/2019	893214 LANDA, JAIME	54-0592-07		WATER ACCT REFUND-1303 GLENOAK			
					070-2010			65.74
					<b>Total :</b>			<b>65.74</b>
214917	6/17/2019	101852 LARRY & JOE'S PLUMBING	2095659-0001-02		MISC PLUMBING SUPPLIES			
					043-390-0000-4300			76.69
					<b>Total :</b>			<b>76.69</b>
214918	6/17/2019	893218 LAZARO, ERNESTO	APRIL 2019		MMAP INSTRUCTOR			
					109-424-3614-4260			480.00
			MAY 2019		MMAP INSTRUCTOR			
					109-424-3614-4260			960.00
					<b>Total :</b>			<b>1,440.00</b>
214919	6/17/2019	893063 LEON, MIGUEL	051419		REIMB OF SUPPLIES FOR SR CLUB DA			
					004-2380			162.27
			052919		REIMB OF SUPPLIES FOR SR CLUB DA			
					004-2380			218.96

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214919	6/17/2019	893063 LEON, MIGUEL	(Continued)			Total : 381.23
214920	6/17/2019	101920 LIEBERT CASSIDY WHITMORE	1478201		LEGAL SERVICES	
			1478202		001-112-0000-4270	414.00
			1478203		LEGAL SERVICES	4,699.00
			1478204		001-112-0000-4270	37.00
					LEGAL SERVICES	222.00
					001-112-0000-4270	Total : 5,372.00
214921	6/17/2019	890493 LOS ANGELES COUNTY	19ME0376		AUTOPSY REPORT	
					001-224-0000-4270	47.00
					Total : 47.00	
214922	6/17/2019	892477 LOWES	1834		MATL'S FOR SALT TANK REPAIR	
			1989		070-384-0000-4330	154.82
					MATL'S FOR BULDING SHELIVING	
					070-384-0000-4310	245.27
					Total : 400.09	
214923	6/17/2019	893215 MALDONADO, ASHLEY	50-4705-00		WATER ACCT REFUND-1058 ORANGE (	
					070-2010	52.64
					Total : 52.64	
214924	6/17/2019	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	33.65
					Total : 33.65	
214925	6/17/2019	892756 MEYERHOFF, ALEXANDER	907126704		HEALTH INS REIMB PER CONTRACT N	
					001-105-0000-4126	1,241.28
					Total : 1,241.28	
214926	6/17/2019	892140 MICHAEL BAKER	1050490	11886	CDBG ADMINISTRATIVE & LABOR COM	
					026-311-0157-4260	2,100.00
					Total : 2,100.00	

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214927	6/17/2019	102201 MIERZYNSKI, IRMGARD	MAY 2019		LINE DANCE INSTRUCTOR 017-420-1339-4260	63.00		
					Total :	63.00		
214928	6/17/2019	102226 MISSION LINEN SUPPLY	509957564		LAUNDRY 001-225-0000-4350	98.05		
			509986833		LAUNDRY 001-225-0000-4350	103.40		
			510000444		LAUNDRY 001-225-0000-4350	112.20		
			510042176		LAUNDRY 001-225-0000-4350	90.25		
					Total :	403.90		
214929	6/17/2019	893209 MORALES, LUCERO	54-1832-08		WATER ACCT REFUND-1301 LUCAS 070-2010	7.29		
					Total :	7.29		
214930	6/17/2019	893050 MORALES-RODRIGUEZ, CRISTAL	MAY 2019		MMAP MENTOR INSTRUCTOR 109-424-3614-4260	204.00		
					Total :	204.00		
214931	6/17/2019	892535 MORAN, YOVANNI	MAY 2019		YOGA INSTRUCTOR 017-420-1337-4260	100.00		
					Total :	100.00		
214932	6/17/2019	892800 MORGENSTERN, ROBERT	052019		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00		
					Total :	250.00		
214933	6/17/2019	891542 MR "B" PRINTING INC.	39533	11951	RCS DEPARTMENT MARKETING MATE 001-423-0000-4260	120.17		
					Total :	120.17		
214934	6/17/2019	102303 NACHO'S ORNAMENTAL SUPPLY	INV216454		MISC SUPPLIES 029-335-0000-4300	87.45		
					Total :	87.45		

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214935	6/17/2019	892289 NATIONAL AUTO FLEET GROUP	F06185	11923	2019 FORD SUPER DUTY F-250 SRW X 016-225-0000-4500 016-225-0000-4500	38,827.75 3,881.90
Total :						42,709.65
214936	6/17/2019	102403 NOW IMAGE PRINTING	2019053		2018 CCR'S ENVELOPES 070-381-0000-4430	615.12
			2019055		TREASURER RECEIPTS 001-131-0000-4300	171.60
Total :						786.72
214937	6/17/2019	102432 OFFICE DEPOT	2302446145		OFFICE SUPPLIES 004-2346	41.98
			2303092528		PLAN COPIES AND USB 001-310-0000-4300	362.84
			2305048336		OFFICE SUPPLIES 004-2346	148.65
			2306044987		OFFICE SUPPLIES 017-420-1328-4300 001-423-0000-4300	39.03 53.52
			2306351540		OFFICE SUPPLIES 001-133-0000-4300	53.82
			2306618714		OFFICE SUPPLIES 004-2346	42.67
			2306618715		OFFICE SUPPLIES 004-2380	104.85
			312871218001		OFFICE SUPPLIES 001-310-0000-4300	33.68
			313269181001		OFFICE SUPPLIES 001-115-0000-4300	131.27
			313283124001		OFFICE SUPPLIES 001-115-0000-4300	15.99
			313283125001		OFFICE SUPPLIES 001-115-0000-4300	19.35
			313653898001		CAMERA-CANON POWERSHOT 001-310-0000-4300	118.79
			313654225001		OFFICE SUPPLIES	

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214937	6/17/2019	102432 OFFICE DEPOT	(Continued)		001-310-0000-4300	16.45
			316952192001		OFFICE SUPPLIES	
					001-130-0000-4300	111.39
			319262346001		HP TONER	
					001-310-0000-4300	208.99
			322455400001		OFFICE SUPPLIES	
					001-130-0000-4300	345.27
					Total :	1,848.54
214938	6/17/2019	892572 OLIVAREZ MADRUGA	7120		LEGAL SERVICES	
					001-110-0000-4270	16,648.41
					Total :	16,648.41
214939	6/17/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-332356	11847	VEHICLE SERVICE MAINT. & REPAIR P/	75.44
			4605-332665	11847	041-320-0320-4400	70.38
			4605-332710	11847	VEHICLE SERVICE MAINT. & REPAIR P/	61.96
			4605-332900	11847	041-320-0390-4400	39.60
			4605-333074	11847	VEHICLE SERVICE MAINT. & REPAIR P/	52.24
			4605-333075	11847	041-320-0320-4400	84.14
			4605-333640	11847	VEHICLE SERVICE MAINT. & REPAIR P/	10.99
			4605-333657	11847	072-360-0000-4400	230.30
			4605-333684	11847	041-320-0420-4400	42.24
			4605-333768	11847	VEHICLE SERVICE MAINT. & REPAIR P/	25.94
			4605-334197	11847	041-320-0311-4400	144.44
					VEHICLE SERVICE MAINT. & REPAIR P/	
					041-320-0320-4400	

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214939	6/17/2019	890095 890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			Total : 837.67
214940	6/17/2019	892749 PACHECO, VERONICA	MAY 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00 Total : 75.00
214941	6/17/2019	890994 PONCE, JOE	MAY 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
214942	6/17/2019	102688 PROFESSIONAL PRINTING CENTERS	14556 19-35547		MOVING VIOLATIONS 001-222-0000-4300 TIME OFF REQUEST SHEETS 001-222-0000-4300	1,336.56 55.00 Total : 1,391.56
214943	6/17/2019	102738 QUINTERO ESCAMILLA, VIOLETA	MAY 2019		SENIOR MUSIC INSTRUCTOR 017-420-1323-4260	240.00 Total : 240.00
214944	6/17/2019	102779 RAMIREZ, THOMAS	MAY 2019		KARATE INSTRUCTOR 017-420-1326-4260	540.00 Total : 540.00
214945	6/17/2019	891881 REMENIH, MICHAEL	MAY 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00 Total : 75.00
214946	6/17/2019	893143 RICHARDS, SANDRA MARIE	MAY 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
214947	6/17/2019	892951 RODRIGUEZ, ELISA	060219		REIMB.-PIZZA FOR SR CLUB MNTHLY M 004-2380	130.74 Total : 130.74
214948	6/17/2019	102929 ROYAL PAPER CORPORATION	4882691		JANITORIAL SUPPLIES 001-422-0000-4300	312.99
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214948	6/17/2019	102929 ROYAL PAPER CORPORATION	(Continued)		001-423-0000-4300 001-424-0000-4300	258.05 258.04 Total : 829.08
214949	6/17/2019	890362 RTB BUS LINE	PUC25331-B		BUS-TBC TEEN TEAM BUILDING CAMP 007-440-0443-4260	1,050.00 Total : 1,050.00
214950	6/17/2019	892856 SALAS, JUAN	REIMB.		DRY CLEANERS-30 TABLE CLOTHES 004-2380	60.00 Total : 60.00
214951	6/17/2019	103045 SAN FER. MALL DOWNTOWN ASSOC.	MAY 2019		ADV PYMNT FOR WINE TASTING 001-2260	5,500.00 Total : 5,500.00
214952	6/17/2019	103051 SAN FERNANDO POLICE	FY 18-19		CIF-2019 NATIONAL NIGHT OUT EVENT 053-101-0101-4430	180.70 Total : 180.70
214953	6/17/2019	891253 SAN FERNANDO SMOG TEST ONLY	1999		SMOG TEST-1473093 041-320-0000-4450	60.00 Total : 60.00
214954	6/17/2019	892416 SANCHEZ, KARLA	MAY 2019		ZUMBA INSTRUCTOR 017-420-1337-4260	280.00 Total : 280.00
214955	6/17/2019	893107 SIEMENS MOBILITY INC	5620016768	11946	FY 2018/19 ON-CALL TRAFFIC SIGNAL I 001-371-0564-4300	9,317.89 Total : 9,317.89
214956	6/17/2019	103184 SMART & FINAL	47652 47653 49497		INMATE SUPPLIES 001-225-0000-4350 BREAKROOM SUPPLIES 001-222-0000-4300 SENIOR CLUB MONTHLY MTG-FOOD	60.37 80.90
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214956	6/17/2019	103184 SMART & FINAL	(Continued)			
			57955		004-2380	47.95
					PW'S WEEK BBQ SUPPLIES	
					070-383-0301-4300	133.00
			57967		072-360-0000-4300	133.42
					WATER	
					070-381-0000-4300	126.89
					Total :	582.53
214957	6/17/2019	103218 SOLIS, MARGARITA	55-61		PETTY CASH REIMBURSEMENT	
					001-105-0000-4390	8.00
					001-152-0000-4300	10.90
					001-222-0000-4300	14.55
					001-222-0000-4360	12.48
					001-224-0000-4360	10.00
					001-224-0000-4370	27.24
					017-420-1337-4300	44.98
					Total :	128.15
214958	6/17/2019	892367 SOLIS, MARGARITA	61-67		L P SENIOR PETTY CASH REIMB.	
					004-2380	128.75
					Total :	128.75
214959	6/17/2019	103196 SOUTH COAST AIR QUALITY	3451230		AQMD GENERATOR FEE 07/18-06/19	
					041-320-0000-4260	132.98
					Total :	132.98
214960	6/17/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	4,691.17
					Total :	4,691.17
214961	6/17/2019	103251 STANLEY PEST CONTROL	148741		PEST EXTERMINATION FOR THE INTE	
			148759	11880	043-390-0000-4260	95.00
				11880	PEST EXTERMINATION FOR THE INTE	
			148766	11880	043-390-0000-4260	94.00
				11880	PEST EXTERMINATION FOR THE INTE	
					043-390-0000-4260	135.00

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214961	6/17/2019	103251 STANLEY PEST CONTROL	(Continued)				
			148767	11880	PEST EXTERMINATION FOR THE INTE	62.00	
			148768	11880	043-390-0000-4260		
				11880	PEST EXTERMINATION FOR THE INTE	55.00	
			148769	11880	043-390-0000-4260		
				11880	PEST EXTERMINATION FOR THE INTE	85.00	
			148770	11880	043-390-0000-4260		
					Total :	611.00	
214962	6/17/2019	893211 SURF CITY INVESTORS	62-2552-02		WATER ACCT REFUND-534 N WORKM#	43.09	
					070-2010	43.09	
					Total :	43.09	
214963	6/17/2019	102978 SWRCB-DWOC	16742		D2 DISTRIBUTION CERT RENEWAL	80.00	
					070-1230	80.00	
					Total :	80.00	
214964	6/17/2019	893148 THE EMBLEM AUTHORITY	29980	11965	UNIFORM PATCHES	585.00	
					001-222-0000-4300	585.00	
					Total :	585.00	
214965	6/17/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490	1073739		MATL'S TO FIX LEAK	84.88	
			1073740		043-390-0000-4300	142.89	
					MISC SUPPLIES	51.50	
			2012608		043-390-0000-4300	109.75	
					PARTS FOR SALT TANK REPAIR	297.19	
					070-384-0000-4310	31.60	
			2031616		CLEANING SUPPLIES	448.80	
					001-422-0000-4300		
			3012484		MISC SUPPLIES		
					070-384-0000-4310		
			3073427		PAINT-CITY HALL		
					043-390-0000-4300		
			3224561		CORDLESS TOOL KIT & SAW SET		
					041-320-0000-4340		
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214965	6/17/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
			4063894		LANDSCAPING & HAND TOOLS	
					043-390-0000-4340	594.80
			4063895		HAND TOOLS & SUPPLIES	
					043-390-0000-4340	416.14
			4063896		HAND TOOLS & SUPPLIES	
					043-390-0000-4340	593.54
			5032505		FANS & OTHER MISC SUPPLIES	
					070-384-0000-4300	398.59
			7061837		BATTERY REPLACEMENT FOR REMOT	
					001-370-0301-4300	8.73
			7072738		SUPPLIES-LEAK REPAIR	
					043-390-0000-4300	35.15
			74003		DOOR STOPPERS	
					001-422-0000-4300	65.70
			8010812		NITRATE SYSTEM SUPPLIES	
					070-384-0000-4310	37.27
			9032084		MATL'S TO REPAIR SALT TANK	
					070-384-0000-4330	100.01
					Total :	3,416.54
214966	6/17/2019	103903 TIME WARNER CABLE	0010369051819		CABLE - PD (05/18-06/17)	
					001-222-0000-4260	234.80
			196309052319		INTERNET SERVICES-05/23-06/22	
					001-190-0000-4220	1,299.00
					Total :	1,533.80
214967	6/17/2019	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS	
					001-420-0000-4220	46.39
					001-152-0000-4220	29.97
					Total :	76.36
214968	6/17/2019	887458 TORRES, HECTOR	REIMB		LUNCH REIMB.-CALGANGS TRAINING I	
					001-224-0000-4360	14.46
					Total :	14.46
214969	6/17/2019	103413 TRANS UNION LLC	05905534		CREDIT CHECKS	

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214969	6/17/2019	103413 TRANS UNION LLC	(Continued)		001-222-0000-4260	70.00	
					Total :	70.00	
214970	6/17/2019	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE C	15122187		POSTAGE REIMBURSEMENT		
					001-190-0000-4280	1,500.00	
					Total :	1,500.00	
214971	6/17/2019	103463 U.S. POSTMASTER	JUNE 2019		POSTAGE-JUNE WATER BILLS		
					072-360-0000-4300	535.20	
					070-382-0000-4300	535.19	
					Total :	1,070.39	
214972	6/17/2019	892258 UNIFORM & ACCESSORIES	712751		UNIFORMS		
			712902		001-222-0000-4300	489.31	
					UNIFORMS		
					001-222-0000-4300	782.04	
					Total :	1,271.35	
214973	6/17/2019	893167 UNITED MAINTENANCE SYSTEMS	14330	11977	JANITORIAL SERVICES-MAY 2019		
					043-390-0000-4260	17,850.00	
					Total :	17,850.00	
214974	6/17/2019	888241 UNITED SITE SERVICES OF CA INC	114-8476153	11896	PORTABLE TOILET RENTAL AT CITY FA		
					043-390-0000-4260	191.30	
					Total :	191.30	
214975	6/17/2019	892612 URBAN FUTURES, INC	0419-008	11954	FISCAL ADVISOR SERVICES PENSION		
					001-190-0000-4267	10,000.00	
					Total :	10,000.00	
214976	6/17/2019	103534 VALLEY LOCKSMITH	6120	11865	LOCKSMITH SERVICES FOR ALL FACIL		
					043-390-0000-4330	90.66	
					Total :	90.66	
214977	6/17/2019	892081 VERIZON BUSINESS SERVICES	71121087		MPLS PORT ACCESS & ROUTER FOR F		
					001-222-0000-4220	1,042.22	

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214977	6/17/2019	892081	892081 VERIZON BUSINESS SERVICES	(Continued)		Total :1,042.22
214978	6/17/2019	100101	VERIZON WIRELESS-LA	9830304723	MDT MODEMS-PD UNITS	
				9830576846	001-222-0000-4220	1,227.50
				98308943242	PLANNING CELL PHONE PLAN	
					001-140-0000-4220	5.36
					CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	59.45
					043-390-0000-4220	21.80
					041-320-0000-4220	21.80
					072-360-0000-4220	31.71
				9830904798	VARIOUS CELL PHONE PLANS	
					001-133-0000-4220	46.83
					070-384-0000-4220	48.18
					001-310-0000-4220	-16.59
					Total :	1,446.04
214979	6/17/2019	103584	VIEJAS CASINO & RESORT	060719	DEP-SENIOR TRIP TO VIEJAS CASINO	
					004-2383	2,200.00
					Total :	2,200.00
214980	6/17/2019	887212	VILLAFANA, REBEKAH	APRIL 2019	GRANT ASSISTANT	
				MARCH 2019	108-424-3647-4260	150.00
				MAY 2019	GRANT ASSISTANT	
					108-424-3647-4260	200.00
					GRANT ASSISTANT	
					108-424-3647-4260	700.00
					Total :	1,050.00
214981	6/17/2019	893012	WESTAIR GASES & EQUIPMENT	10869986	WELDING GUN	
				10869987	041-320-0000-4450	1,141.71
					SUPPLIES FOR WELDING GUN	
					041-320-0000-4450	183.19
					Total :	1,324.90
214982	6/17/2019	888442	WESTERN EXTERMINATOR COMPANY	6717499	SKUNK REMOVAL AT 501 FIRST ST (CIT	
				11978	001-311-0000-4260	460.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214982	6/17/2019	888442 WESTERN EXTERMINATOR COMPANY	(Continued)			
				11978	001-370-0301-4300	460.00
				11978	043-390-0000-4260	460.00
				11978	072-360-0000-4260	460.00
				11978	070-383-0000-4260	460.00
					Total :	2,300.00
214983	6/17/2019	890970 WEX BANK	59498983		FUEL FOR FLEET	
					041-320-0152-4402	320.50
					041-320-0221-4402	230.62
					041-320-0222-4402	229.99
					041-320-0224-4402	802.29
					041-320-0225-4402	6,969.36
					041-320-0226-4402	2.00
					041-320-0228-4402	692.06
					041-320-0311-4402	1,044.80
					041-320-0312-4402	2.00
					041-320-0320-4402	249.16
					041-320-0346-4402	100.96
					041-320-0370-4402	883.64
					041-320-0390-4402	1,513.73
					041-320-0420-4402	2.00
					007-313-3630-4402	290.39
					029-335-0000-4402	113.61
					070-381-0000-4402	27.66
					070-382-0000-4402	141.25
					070-383-0000-4402	585.08
					070-384-0000-4402	545.22
					072-360-0000-4402	533.59
					Total :	15,279.91
214984	6/17/2019	889138 WIEDER, CAROL	052319		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	250.00
					Total :	250.00
214985	6/17/2019	891531 WILLDAN ENGINEERING	00329650	11900	NPDES COMPLIANCE & LA EWMG	
					001-310-0000-4270	8,998.00

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214985	6/17/2019	891531 891531 WILLDAN ENGINEERING	(Continued)			Total : 8,998.00
214986	6/17/2019	892785 WONG, MICHELLE	MAY 2019		YOGA INSTRUCTOR 017-420-1337-4260	100.00 Total : 100.00
214987	6/17/2019	891837 YOO, KEVIN	REIMB.		CAR WASHES 001-222-0000-4320	63.96 Total : 63.96
214988	6/17/2019	889467 YOUNGBLOOD & ASSOCIATES	3793A		POLYGRAPH SERVICES 001-222-0000-4260	300.00 Total : 300.00
214989	6/17/2019	893222 ZOLL MEDICAL CORPORATION	2875172		DEFIBRILLATOR PACKAGES W/CABINE 006-190-0000-4300	4,842.74 Total : 4,842.74
214990	6/17/2019	103752 ZUMAR INDUSTRIES, INC.	83659	11888	SIGNS AND MATERIALS 001-371-0301-4300	120.43 Total : 120.43
131 Vouchers for bank code : bank3						Bank total : 260,345.90
131 Vouchers in this report						Total vouchers : 260,345.90

Voucher Registers are not final until approved by Council.

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214758	6/1/2019	100286 BAKER, BEVERLY	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
214759	6/1/2019	891015 CROOK, ROBERT	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					<b>Total :</b>	<b>653.66</b>
214760	6/1/2019	100916 DEIBEL, PAUL	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>
214761	6/1/2019	891041 GARCIA, CONNIE	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
214762	6/1/2019	101781 KISHITA, ROBERT	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
214763	6/1/2019	101926 LILES, RICHARD	19-Jun		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	247.21 247.20
					<b>Total :</b>	<b>494.41</b>
214764	6/1/2019	891027 LOCKETT, JOANN	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>
214765	6/1/2019	102126 MARTINEZ, MIGUEL	19-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	482.64
					<b>Total :</b>	<b>482.64</b>
214766	6/1/2019	891031 ORTEGA, JIMMIE	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214767	6/1/2019	891032 OTREMBA, EUGENE	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					<b>Total :</b>	<b>653.66</b>
214768	6/1/2019	891354 RAMIREZ, ROSALINDA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					<b>Total :</b>	<b>482.64</b>
214769	6/1/2019	102940 RUIZ, RONALD	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
214770	6/1/2019	103121 SERRANO, ARMANDO	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
214771	6/1/2019	892782 TIGHE, DONNA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
214772	6/1/2019	891046 VANAALST, LEONILDA	19-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
15 Vouchers for bank code : bank3						<b>Bank total : 5,895.71</b>
15 Vouchers in this report						<b>Total vouchers : 5,895.71</b>

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214773	6/1/2019	100042 ABDALLAH, ALBERT	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,234.75 <b>Total : 1,234.75</b>
214774	6/1/2019	100091 AGORICHAS, JOHN	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	224.41 <b>Total : 224.41</b>
214775	6/1/2019	891039 AGUILAR, JESUS	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>Total : 511.48</b>
214776	6/1/2019	100104 ALBA, ANTHONY	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>Total : 653.66</b>
214777	6/1/2019	891011 APODACA-GRASS, ROBERTA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>Total : 653.66</b>
214778	6/1/2019	100306 BARNARD, LARRY	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00 <b>Total : 1,226.00</b>
214779	6/1/2019	100346 BELDEN, KENNETH M.	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00 <b>Total : 1,226.00</b>
214780	6/1/2019	892233 BUZZELL, CAROL	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	163.37 <b>Total : 163.37</b>
214781	6/1/2019	891350 CALZADA, FRANK	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>Total : 462.74</b>
214782	6/1/2019	100642 CASTRO, RICO	19-Jun		CALPERS HEALTH REIMB	

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Voucher List

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214782	6/1/2019	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,551.56 <b>Total : 1,551.56</b>
214783	6/1/2019	891014 CREEKMORE, CASIMIRA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>Total : 258.83</b>
214784	6/1/2019	891016 DEATON, MARK	19-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	494.41 <b>Total : 494.41</b>
214785	6/1/2019	100913 DECKER, CATHERINE	19-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	653.66 <b>Total : 653.66</b>
214786	6/1/2019	100925 DELGADO, RALPH	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>Total : 462.74</b>
214787	6/1/2019	892102 DOSTER, DARRELL	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>Total : 653.66</b>
214788	6/1/2019	100996 DRAKE, JOYCE	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>Total : 258.83</b>
214789	6/1/2019	100995 DRAKE, MICHAEL	19-Jun		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	129.42 <b>Total : 258.83</b>
214790	6/1/2019	100997 DRAPER, CHRISTOPHER	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46 <b>Total : 1,472.46</b>
214791	6/1/2019	101044 ELEY, JEFFREY	19-Jun		CALPERS HEALTH REIMB	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214791	6/1/2019	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	1,940.00
					Total :	1,940.00
214792	6/1/2019	891040 FISHKIN, RIVIAN	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214793	6/1/2019	892103 GAJDOS, BETTY	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214794	6/1/2019	891351 GARCIA, DEBRA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	677.47
					Total :	677.47
214795	6/1/2019	891067 GARCIA, NICOLAS	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.56
					Total :	1,177.56
214796	6/1/2019	101318 GLASGOW, KEVIN	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46
					Total :	1,472.46
214797	6/1/2019	891020 GLASGOW, ROBERT	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	377.00
					Total :	377.00
214798	6/1/2019	891021 GUIZA, JENNIE	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
214799	6/1/2019	101415 GUTIERREZ, OSCAR	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214800	6/1/2019	891352 HADEN, SUSANNA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					Total :	482.64
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214800	6/1/2019	891352 891352 HADEN, SUSANNA	(Continued)			Total : 482.64
214801	6/1/2019	101440 HALCON, ERNEST	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00
					Total :	1,226.00
214802	6/1/2019	891918 HARTWELL, BRUCE	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
214803	6/1/2019	101465 HARVEY, DAVID	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214804	6/1/2019	101466 HARVEY, DEVERY MICHAEL	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,679.00
					Total :	1,679.00
214805	6/1/2019	101471 HASBUN, NAZRI A.	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50
					Total :	1,203.50
214806	6/1/2019	891023 HATFIELD, JAMES	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
214807	6/1/2019	892104 HERNANDEZ, ALFONSO	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,503.07
					Total :	1,503.07
214808	6/1/2019	891024 HOOKER, RAYMOND	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	707.78
					Total :	707.78
214809	6/1/2019	101538 HOUGH, RAY	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
					Total :	462.74
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214810	6/1/2019	101597 IBRAHIM, SAMIR	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>511.48</b>
214811	6/1/2019	101694 JACOBS, ROBERT	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,147.00 <b>1,147.00</b>
214812	6/1/2019	892105 KAHMANN, ERIC	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>511.48</b>
214813	6/1/2019	101786 KLOTZSCHE, STEVEN	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 <b>832.98</b>
214814	6/1/2019	891866 KNIGHT, DONNA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
214815	6/1/2019	892929 LEWIS, WANDA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214816	6/1/2019	891043 LIEBERMAN, LEONARD	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
214817	6/1/2019	101933 LITTLEFIELD, LESLEY	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
214818	6/1/2019	102059 MACK, MARSHALL	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 <b>1,203.50</b>
214819	6/1/2019	891010 MAERTZ, ALVIN	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214819	6/1/2019	891010 891010 MAERTZ, ALVIN	(Continued)			<b>511.48</b>
214820	6/1/2019	888037 MARTINEZ, ALVARO	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 <b>1,101.28</b>
214821	6/1/2019	102206 MILLER, WILMA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214822	6/1/2019	102212 MIRAMONTES, MONICA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 <b>1,203.50</b>
214823	6/1/2019	102232 MIURA, HOWARD	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214824	6/1/2019	892106 MONTAN, EDWARD	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 <b>832.98</b>
214825	6/1/2019	102365 NAVARRO, RICARDO A	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>462.74</b>
214826	6/1/2019	102473 ORDELHEIDE, ROBERT	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,551.56 <b>1,551.56</b>
214827	6/1/2019	102483 OROZCO, ELVIRA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	163.37 <b>163.37</b>
214828	6/1/2019	102486 ORSINI, TODD	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,605.35 <b>1,605.35</b>
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214829	6/1/2019	102569 PARKS, ROBERT	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,940.00 <b>1,940.00</b>
214830	6/1/2019	891353 PEAVY, JOSEPH	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
214831	6/1/2019	102527 PISCITELLI, ANTHONY	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>462.74</b>
214832	6/1/2019	891033 POLLOCK, CHRISTINE	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	377.00 <b>377.00</b>
214833	6/1/2019	102735 QUINONEZ, MARIA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 <b>1,101.28</b>
214834	6/1/2019	891034 RAMSEY, JAMES	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 <b>677.47</b>
214835	6/1/2019	102864 RIVETTI, DOMINICK	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	886.00 <b>886.00</b>
214836	6/1/2019	102936 RUELAS, MARCO	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.82 <b>1,124.82</b>
214837	6/1/2019	891044 RUSSUM, LINDA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
214838	6/1/2019	892107 SHANAHAN, MARK	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
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vchlist 05/30/2019 4:29:38PM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214838	6/1/2019	892107 SHANAHAN, MARK	(Continued)			<b>511.48</b>
214839	6/1/2019	891035 SHERWOOD, NINA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214840	6/1/2019	103175 SKOBIN, ROMELIA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 <b>1,102.61</b>
214841	6/1/2019	103220 SOMERVILLE, MICHAEL	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.00 <b>1,487.00</b>
214842	6/1/2019	103394 TORRES, RACHEL	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214843	6/1/2019	889588 UFANO, VIRGINIA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
214844	6/1/2019	888417 VALDIVIA, LAURA	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	707.78 <b>707.78</b>
214845	6/1/2019	103562 VASQUEZ, JOEL	19-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	1,940.00 <b>1,940.00</b>
214846	6/1/2019	891038 WAITE, CURTIS	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 <b>1,102.61</b>
214847	6/1/2019	891036 WATT, DAVID	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214848	6/1/2019	891037 WEBB, NANCY	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	677.47
					Total :	677.47
214849	6/1/2019	103643 WEDDING, JEROME	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
214850	6/1/2019	103727 WYSBEEK, DOUDE	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
214851	6/1/2019	103737 YNIGUEZ, LEONARD	19-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61
					Total :	1,102.61
79	Vouchers for bank code :		bank3		Bank total :	58,939.61
79	Vouchers in this report				Total vouchers :	58,939.61

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214852	6/4/2019	102519 P.E.R.S.	JUNE 2019		HEALTH INS. BENEFITS-JUNE 2019 001-1160	154,306.02
Total :						154,306.02
1 Vouchers for bank code :		bank3	Bank total :			154,306.02
1 Vouchers in this report			Total vouchers :			154,306.02

Voucher Registers are not final until approved by Council.

Page: 1

**SPECIAL CHECKS**

vchlist

Voucher List

Page: 1

06/11/2019 1:00:37PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214859	6/5/2019	893115 P.E.R.S.	1001333957		EMPLOYER CONTRIB VARIANCE-PE 001-1160	3,064.38
Total :						3,064.38
1 Vouchers for bank code : bank3						Bank total : 3,064.38
1 Vouchers in this report						Total vouchers : 3,064.38

Voucher Registers are not final until approved by Council.

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Elena G. Chávez, City Clerk  
Richard Padilla, Assistant City Attorney

**Date:** June 17, 2019

**Subject:** Consideration to Adopt a Resolution Amending the City Council Procedural Manual and Adopt Policies Pertaining to City Council Contacts and Attorney Services

### RECOMMENDATION:

It is recommended that the City Council:

- b. Adopt Resolution No. 7916 (Attachment "A") amending the City Council Procedural Manual to reflect final changes made by the City Council; and
- c. Adopt Administrative Policies pertaining to City Council Contacts and Attorney Services (Attachments "B" and "C").

### BACKGROUND:

1. On March 26, 2019, Mayor Fajardo and Vice Mayor Ballin met with City Manager Nick Kimball and City Clerk Elena G. Chávez to discuss the Procedural Manual and Administrative Policies pertaining to City Council Contacts and Attorney Services.
2. On April 2, 2019, the City Council met to discuss various changes to the Procedural Manual and both Administrative Policies and staff was directed to re-agendize with the recommended changes/revisions for final approval by the City Council.
3. On May 6, 2019, the City Council again discussed the Procedural Manual and Administrative Policies, made additional changes, and directed staff to re-agendize for final approval by the City Council.

**Consideration to Adopt a Resolution Amending the City Council Procedural Manual and Adopt Policies Pertaining to City Council Contacts and Attorney Services**Page 2 of 2

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**BUDGET IMPACT:**

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

**ATTACHMENTS:**

- A. Resolution No. 7916 (including Exhibit "A"/Procedural Manual – redline and strikeout format)
- B. City Council Contacts Policy (redline and strikeout format)
- C. City Attorney Services Policy (redline and strikeout format)

**ATTACHMENT “A”****RESOLUTION NO. 7916****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF THE SAN FERNANDO PROCEDURAL MANUAL**

**WHEREAS**, the City Council adopted its Procedural Manual (Manual) for the Conduct of City Council Meetings in the City of San Fernando on July 3, 1995 by Resolution No. 6434, and amended the Procedural Manual on March 16, 1998 by Resolution No. 6604, on August 7, 2000 by Resolution No. 6743, on July 21, 2003 by Ordinance No. 1543, on July 20, 2009 by Resolution 7328, on December 7, 2009 by Resolution No. 7346, on May 3, 2010 by Resolution No. 7376, on September 19, 2011 by Resolution No. 7454, on May 4, 2015 by Resolution No. 7664, on October 19, 2015 by Resolution No. 7704, on May 7, 2018 by Resolution No. 7850, on August 20, 2018 by Resolution No. 7883, and on March 18, 2019 by Resolution No. 7907; and

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

**WHEREAS**, the City Council desires to amend the Manual (Exhibit “A”) by revising various sections.

**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 finds that all of the facts set forth in this Resolution are true and correct.

**SECTION 2.** The revised form of the Manuel is attached to this Resolution as Exhibit “A” which is attached and incorporated hereto by this reference. The changes to the Manual are indicated in redline and strikeout format as indicated in Exhibit “A”.

**SECTION 3.** The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on this 17<sup>th</sup> day of June 2019.

---

Joel Fajardo, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of June 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk





EXHIBIT "A"

~~Strikeout~~Suggested wording

# PROCEDURAL MANUAL

## CITY COUNCIL

### OF THE

## CITY OF SAN FERNANDO

Adopted:	July 3, 1995	Resolution No. 6434
Amended:	March 16, 1998	Resolution No. 6604
	August 7, 2000	Resolution No. 6743
	July 21, 2003	Ordinance No. 1543
	July 20, 2009	Resolution No. 7328
	December 7, 2009	Resolution No. 7346
	May 3, 2010	Resolution No. 7376
	September 19, 2011	Resolution No. 7454
	May 4, 2015	Resolution No. 7664
	October 19, 2015	Resolution No. 7704
	May 7, 2018	Resolution No. 7850
	August 20, 2018	Resolution No. 7883
	March 18, 2019	Resolution No. 7907

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## **PREAMBLE**

These rules are enacted pursuant to Government Code Section 36813 to provide decorum and order at City Council meetings and to promote the efficient conduct of those meetings. The rules govern the procedures of the City Council itself and the conduct of individual Councilmembers. It is also intended that the rules govern the conduct of City staff and members of the public who attend City Council meetings. In the event of a conflict between these rules of procedures and any provision of State or Federal law, including but not limited to the Ralph M. Brown Act codified at Section 54950 et seq. of the California Government Code, the State or Federal law controls.

The source for many guidelines is set forth beneath the text of the section.

Because circumstances may differ from one meeting to the next, these rules are intended as guidelines, and are not inflexible rules. Accordingly, they may be waived at any meeting, by Motion, in accordance with Robert's Rules of Order.

### **1. MEETINGS**

#### **1.1 REGULAR MEETINGS**

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

#### **1.2 ADJOURNED MEETINGS**

Any meeting may be adjourned to a time, place and date certain, but not beyond the next regular meeting.

### 1.3 SPECIAL MEETINGS

Special meetings may be called at any time by the Mayor or three members of the City Council by a written notice as outlined in Section 1.4 below. Only matters contained in the notice may be considered.

### 1.4 NOTICE OF MEETINGS

~~Notice of regular meetings are to be posted with the Agenda in the manner provided for in Section 2.3 and in accordance with State law. Mailed or hand delivered notice is required for all special meetings and for all meetings adjourned by the City Clerk, and are delivered personally, by mail or email, at least 24 hours before the time of the meeting to each member of the City Council, and to each local newspaper of general circulation, radio or television station requesting notice in writing. Notice of all adjourned meetings shall be posted. (Government Code Section 54954.1, 54952.2 and 54956)~~

#### MEETING NOTICES (REGULAR, SPECIAL AND ADJOURNED)

Notices for regular meetings are to be posted with the regular meeting in the manner prescribed under Section 2.3 and in accordance with State law. As prescribed by Government Code Sections 54955 and 54956, notices for special meeting or meetings that have been adjourned by the City Clerk shall be delivered to each member of the City Council and to each local newspaper of general circulation and radio or television station requesting such notice in writing. The notice shall be delivered personally or by any other means (including regular mail or, if possible, electronic mail delivery) and shall be received at least 24 hours before the time of the meeting as specified in the notice. The City Clerk shall also comply with all other noticing and posting requirements set forth under Government Code Sections 54955 and 54956 as applicable.

### 1.5 MEETINGS TO BE PUBLIC

All regular, adjourned, and special meetings of the City Council shall be open to the public; provided, however, the City Council may hold closed sessions for purposes outlined in the following section. (Government Code Section 54953)

### 1.6 CLOSED SESSIONS - MATTERS OF DISCUSSION

The City Council may hold closed sessions, from which the public may be excluded, for consideration of any item for which closed sessions are permitted by State law. The following subjects are typically conducted in closed session:

- a. LICENSE/PERMIT DETERMINATION (Government Code Section 54956.7)
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section



- 54956.8)
- c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9, Subdivision (a) of Section 54956.9)
  - d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Subdivision (b) of Section 54956.9)
  - e. LIABILITY CLAIMS (Government Code Section 54956.95)
  - f. THREAT TO PUBLIC SERVICE OR FACILITIES (Government Code Section 54957)
  - g. PUBLIC EMPLOYEE APPOINTMENT (Government Code Sections 54957 and 54957.6)
    - i. PUBLIC EMPLOYMENT
    - ii. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
    - iii. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
    - iv. CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)
  - h. CASE REVIEW/PLANNING (Government Code Section 54957.8)
  - i. REPORT INVOLVING TRADE SECRET (Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code)
  - j. Any other purpose specifically authorized by law.

The City Council shall publicly report at the public meeting during which the closed session is held any action taken and the roll call vote thereon, unless a late time is permitted for such report. In no case shall the report be delayed later than the next regular meeting of the City Council.

#### 1.7 CLOSED SESSIONS CONFIDENTIALITY

All matters discussed during closed sessions shall be private and confidential. The disclosure by any person of the topics or details of such matters is prohibited, except by the City Attorney who is designated to make any disclosures required by State law.

#### 1.8 QUORUM; [VOTE REQUIREMENTS](#)

~~A majority of the City Council shall be sufficient to do business and motions may be passed 2 – 1 if only three attend. However, the following matters require three~~

~~affirmative votes:~~

- ~~a. Adoption of Ordinance (with the exception of urgency ordinance, which require four affirmative votes).~~
  - ~~b. Adoption of Resolutions or orders for the payment of money (with the exemption of specific types of Resolutions that require four affirmative votes as mandated by State law).~~
- 
- a. Three of the City Council's five total members shall constitute a quorum. A quorum of the City Council shall be required for the City Council to conduct a City Council meeting and transact official business.
  - b. Except as otherwise provided by applicable State or federal law, if a quorum or more of the City Council's total membership is present for a vote on an item of business, motions on such items may be approved by a simple majority of the members present and participating in the vote, excluding those members who have recused themselves from a vote. Member who abstain on a motion but who do not recuse themselves shall be counted toward the quorum.
  - c. Paragraph (b) of this Section notwithstanding, as required by Government Code Section 36936, resolutions, orders for the payment of money and ordinances shall require no less than three (3) affirmative votes of the total membership of the City Council in order to be approved.
  - d. Paragraphs (b) and (c) of this Section notwithstanding, as required by State law, urgency ordinances and urgency interim zoning ordinances within the meaning of Government Code Sections 36937 and 65858, respectively shall require a minimum of (4) affirmative votes of the City Council's total membership to be approved. The City Council shall comply with all other applicable supermajority approval requirements prescribed by State or federal law for certain ordinances, resolutions or motions.

## 1.9 ATTENDANCE; ABSENCES

~~If a Councilmember is absent from all regular meetings of the City Council for a period of 60 days consecutively from and after the last regular City Council meeting attended by such member, unless by permission of the City Council expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be an elector of the City, his office shall become immediately vacant and shall be so declared by the City Council. (Government Code Section 36513)~~

- a. As provided under Government Code Section 36513, if a Councilmember is absent without permission of the City Council from all regular City Council meetings for 60 calendar days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other



vacancy. Permission of the City Council shall be memorialized in the official minutes of the City Council. Requests for permission shall be placed on the City Council agenda for action by the City Council, provided that such requests are received by the City Clerk in writing no later than close of business on the Thursday immediately preceding an upcoming regular meeting or no less than 36 hours prior to any upcoming special meeting. Written requests must specify the regular meeting date(s) the Councilmember will be absent from and may take any one of the following forms:

- i. E-mail from the Councilmember using the Councilmember's City e-mail account;
- ii. Text message from the Councilmember using the Councilmember's City-issued cell phone account; or
- iii. A writing signed by the Councilmember delivered personally, via fax or as a PDF attachment to an e-mail from the Councilmember's City e-mail.

The foregoing notwithstanding, a City Council member may request permission to be absent from an upcoming regular meeting in persons provided the request is made during a regular or special meeting of the City Council and is noted in the minutes of the proceedings and further provided that consideration of the request is agendaized for action by the City Council by or before the date of the absence.

- b. If a Councilmember is absent without permission of the City Council for two (2) consecutive regular meetings, the City Clerk shall use his or her best efforts to send a courtesy e-mail and regular mail notice to the absent Councilmember notifying him or her of the provisions of Government Code Section 36513 and the need to obtain permission for any continued absence in order to avoid his or her office being deemed vacant. Within seven (7) calendar days from the second missed regular meeting, the City Clerk shall send the e-mail notice to the Councilmember's City e-mail account and shall send the mailed notice to the Councilmember's home address on file with the City Clerk. Delivery to the Councilmember's City e-mail account and the Councilmember's home address on file with the City Clerk shall be sufficient to effectuate notice pursuant to this paragraph. The delivery of such notice is a courtesy extended to members of the City Council. Accordingly, the failure of the City Clerk to deliver or timely delivery such notice shall not operate to prevent the seat of a Councilmember who has been absent without permission for 60 or more consecutive days from being declared vacant following the 60<sup>th</sup> day of unexcused absence.
- c. If a regular meeting is adjourned or otherwise cancelled due lack to a lack of a quorum, such an event shall automatically reset the 60 consecutive day absence period for all members of the City Council who may have been counted as absent for regular meetings immediately preceding the adjourned or cancelled regular



meeting. The foregoing notwithstanding, if more than 60 consecutive days of unexcused absence have already elapsed for an individual councilmember by the date of the adjourned or cancelled regular meeting, such event will not operate to reset the 60 consecutive day unexcused absence period for such Councilmember.

- d. When the 60<sup>th</sup> consecutive day of unexcused absence falls on a date in which a regular meeting of the City Council is moved to the next business day because of a City-observed, legal holiday per Section 2-61 of the San Fernando Municipal Code ("Section 2-61"), the 60<sup>th</sup> consecutive day of unexcused absence shall be deemed to be the next business day to which the regular meeting is moved per Section 2-61.
- e. Each member of the City Council shall be deemed to have permission of the City Council for non-attendance at any regular meeting cancelled by resolution of the City Council and such permission shall reset the 60 consecutive unexcused absence period for all members of the City Council as of the date of the meeting cancelled by resolution.
- f. The City Council, on its own initiative may grant permission for an excused absence if the City Council finds that the absent member is physically incapacitated in a manner that prevents the absent councilmember from requesting permission for an excused absence.
- g. If the 60<sup>th</sup> consecutive day of unexcused absence is anticipated to lapse on a non-regular meeting date, the City Council reserves the right, but does not assume the obligation, to adjourn the last regular meeting prior to such lapse to an adjourned regular date which may be held prior the lapse of the 60-day period. If the absent councilmember attends the adjourned regular meeting, the 60-day unexcused absence period will reset. At such adjourned regular meeting the City Council, on its own initiative or at the request of the absent councilmember may also grant permission for any ongoing absence.
- h. Procedure for Declaring Office Vacant.
  - i. At the last regular meeting of the City Council immediately preceding the anticipated 60<sup>th</sup> calendar day of a Councilmember's unexcused absence, the City Council shall take action to order the issuance of a written notice to the absent Councilmember advising that the City Council will be conducting a hearing to be held after the 60<sup>th</sup> consecutive calendar day of absence wherein the absent Councilmember will be required to show cause as to why the City Council should not approve a resolution finding that the absent Councilmember has been absent without excuse from regular meetings of the City Council for 60 consecutive calendar days and declaring the Councilmember's seat vacant.



- ii. The scheduled date and time of the hearing to show cause shall satisfy all of the following scheduling conditions: (i) the hearing shall be held after the 60<sup>th</sup> consecutive date of unexcused absence; (ii) the hearing shall be held no later than the next regular meeting date, provided such regular meeting date is more five (5) calendar days from the date the notice of hearing is delivered to the absent Councilmember; (iii) the hearing is not held on a Saturday, Sunday or any City-observed holiday; and (iv) the hearing start time is no earlier than 5:00 P.M. and no later than 7:00 p.m.
- iii. The notice shall be delivered in the manner prescribed for courtesy notices under paragraph (b) of this Section 1.9 and shall be considered delivered upon the earlier of the following: (i) the date upon which the e-mail notice is sent; or (ii) the date upon which the mailed notice is deposited in the United States mail.
- iv. At or before the hearing to show cause, the Councilmember who is the subject of the proceedings may submit a written declaration and/or such other evidence as the Councilmember may deem relevant to rebut the assertion that his or her absences were unexcused or to otherwise rebut the contention that he or she has vacated his or her office by operation of Government Code Section 36513. The Councilmember who is the subject of the proceedings will also be afforded a minimum of five (5) minutes to address the City Council orally from the speaker's podium opposite the City Council dais. Beyond providing oral testimony as provided under this paragraph, the Councilmember who is the subject of the show cause hearing shall, to the extent permitted by law, be required to recuse himself or herself from participation in any deliberation of the matter by the City Council or any action to render a decision on the matter.
- v. The City Council shall render its decision by resolution. The decision of the City Council shall be final and shall take effect immediately upon adoption by the City Council, unless and until such action is enjoined by a court of competent jurisdiction.
- vi. The Councilmember who is the subject of the show cause hearing shall be permitted to return to the City Council dais and participate as a Councilmember if (i) the City Council finds that subject Councilmember's absence from one or more meetings during the 60-day absence period was properly excused; or (ii) the City Council finds that sufficient time has not elapsed for the Councilmember to be deemed to have vacated his or her office by operation of Government Code Section 36513 or these policies; or (ii) the City Council fails to approve any resolution finding that subject Councilmember's absences were unexcused or otherwise declaring the Councilmember's seat vacant.

- vii. Nothing in this section shall operate to prevent any person with standing from initiating a *quo warranto* action or other appropriate legal action to enjoin and/or overturn any act or omission of the City Council in connection with any alleged Councilmember vacancy pursuant to Government Code Section 36513. In the event of any conflict or inconsistency between the provisions of these policies and the provisions of Government Code Section 36513 or any published judicial opinion by a court of competent jurisdiction interpreting Government Code Section 36513, the provisions of Government Code Section 36513 and/or the published judicial opinion shall govern and control but only to the extent of the conflict or inconsistency and no further.

## **2. AGENDA PROCEDURES AND ORDER OF BUSINESS**

### **2.1 AGENDA**

The order of business of each City Council meeting shall be as contained in the Agenda prepared by the City Manager. The City Council shall follow the order of business as outlined in the prepared Agenda. Items may be taken out of order by the Presiding Officer or by majority consent of the City Council.

The Agenda for all regular meetings, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the meeting (usually on Thursday of the prior week) at the City Clerk's office.

The Agenda may be amended in accordance with State law, prior to any meeting.

### **2.2 AGENDA DEADLINE**

- a. A citizen requesting to place an item on a City Council agenda may submit a written request at any time to the City Council (or any Councilmember). The request may also be made during the public comment portion of a City Council meeting.

Items raised by the public during public comment, may be referred to staff ~~(by majority consent of the City Council)~~ by the City Council for follow up and possible placement on a future agenda for formal action.

A Councilmember wishing to sponsor a citizen request may place the item on an upcoming agenda under the heading "Administrative Reports."

- b. When a member of the City Council wishes to have an item placed on an agenda of an upcoming City Council meeting, the following procedures shall be followed:



- i. The member wishing to have an item placed on an agenda for an upcoming meeting shall provide the City Clerk with an agenda report that provides a general description of the item, the desired action and includes any other relevant written materials or information which the member would like to have considered at the meeting. The agenda report and any other supplementary material must be submitted to the City Clerk by 12:00 p.m. the Wednesday preceding the City Council meeting. Except as provided in paragraph b.ii. of this Section 2.2, all items requested to be placed on an agenda by a Councilmember shall appear on the agenda for discussion and action. No items, however, shall be placed on the agenda without an agenda report.
- ii. Items that have been previously agendized, discussed and determined by action of the City Council are discouraged from being placed on the agenda for an upcoming meeting by a Councilmember unless the Councilmember can demonstrate a change of circumstances pertaining to the item or present new information of substantial importance that was not known at the time previous City Council action occurred. In such case, the Councilmember must follow the procedures set forth in paragraph b.i above and include in the agenda report the reason for reconsideration of the item, i.e., changed circumstances, new information, etc., with supporting information. The item shall be tentatively placed on the agenda as a repeat item under the heading "Administrative Reports." The repeat item, however, shall not be discussed nor acted upon by the City Council unless the repeat item is first approved for discussion as set forth in Section 2.5.

## 2.3 POSTING OF NOTICE AND AGENDA

Copies of the Notice and Agenda shall be delivered and posted in accordance with State law.

Location of Posting – Notices and Agendas shall be posted at the following locations:

- i. Bulletin board at City Hall, 117 Macneil Street, San Fernando, California, 91340; and
- ii. City's website: [www.sfcity.org](http://www.sfcity.org).

## 2.4 ROLL CALL

A roll call of Councilmembers shall be held at the beginning of each City Council

meeting by the City Clerk, who shall enter the names of those present in the minutes.

## 2.5 APPROVAL OF AGENDA

The agenda shall include an item entitled "Approval of Agenda" to occur immediately after "roll call." During the "Approval of Agenda" portion of the meeting, the City Council shall determine whether to consider repeat items submitted by Councilmembers pursuant to paragraph b.2. of Section 2.2. A Councilmember may make a motion to approve the agenda as presented or make a motion to approve the agenda with the elimination of the repeat item(s) tentatively placed on the agenda under the heading "Administrative Report". If the agenda is approved as presented, the request to consider a repeat item is deemed approved and discussion and action on that item may occur during City Council items.

## 2.6 APPROVAL OF CONSENT CALENDAR

Consent Calendar includes agenda items that are non-controversial or routine in nature, or have been previously discussed at length and there is group consensus. These items are grouped together and voted on in one motion. Any Councilmember may request that an item on the Consent Calendar be removed to be discussed and considered separately.

If the Consent Calendar includes second reading and adoption of an Ordinance, the motion to approve the Consent Calendar shall include a statement that the City Council waive full reading and adopt the ordinance by title only, unless full reading was already waived as part of the motion to approve the ordinance for first reading.

## ~~2.6~~ 2.7 APPROVAL OF MINUTES

Unless the reading of the minutes of the previous Council meeting is requested by a majority of the City Council, such minutes may be approved without reading if the Clerk has previously furnished each Councilmember with a copy thereof.

## ~~2.7~~ 2.8 PUBLIC HEARINGS

The following procedure for conducting public hearings should be followed:

- a. The Presiding Officer shall introduce the public hearing matter by title and open the public hearing.
- b. At the direction of the City Manager, the appropriate staff member presents the staff report and recommendations. The City Council may pose questions to City staff.
- c. If the public hearing is a quasi judicial proceeding, the applicant or appellant



- whose matter is before the City Council shall be afforded the opportunity address the City Council on the matter and receive questions from the City Council before proceedings are opened up for public comment.
- d. The Presiding Officer shall open the public comment and testimony portion of the public hearing.
  - e. Councilmember should refrain from interrupting or posing questions to members of the public during their allotted time to speak, however the Presiding Officer may interject if the person speaking becomes disruptive to the proceedings or otherwise fails to comply with meeting decorum rules or if the person speaking is discussing issues unrelated to the business at hand. Councilmembers may also interject with motions to raise points of privilege (e.g., to advise that the Councilmember cannot hear the speaker or that there is some other condition of the proceedings that is disruptive or distracting).
  - f. After all members of the public have been given an opportunity to comment on the public hearing matter, the Presiding Officer will move to close the public comment portion of the public hearing.
  - g. If the public hearing is a quasi judicial proceeding, the applicant or appellant whose matter is before the City Council shall be afforded the opportunity to respond to questions posed by members of the public and/or rebut or provide clarification response to comments and other assertions made by members of the public.
  - h. Councilmembers may the pose additional questions to City staff and/or project applicants or appellants before it begins deliberations on the matter.
  - i. The City Council shall then deliberate on the matter until such time as the City Council is ready to entertain a motion to close the public hearing and vote on the matter.
  - j. Once deliberations are completed and the public hearing has been closed, the City Council will entertain motions to take action on the matter at hand.
  - k. If the City Council wishes to receive additional information before taking action on the matter, the City Council may move to reopen the public hearing so that the City Council may receive additional information. The City Council may also move to continue the public hearing.

## 2-8 2.9 PUBLIC HEARING ITEMS

The following are typical items which require the holding of a public hearing by the City Council prior to formal action:

- a. Abandonment of Streets  
(Amendments to Fees and Areas of Benefit)
- b. Amendments to the Zoning and Ordinances which are Site Specific
- c. Budget Adoption
- d. Conditional Use Permit Appeals
- e. Franchises, Granting of
- f. General Plan Amendments
- g. Grant/Fund Applications When Federal/State Regulations so Mandate
- h. Housing and Community Development Act Funds
- i. Moratorium Extensions
- j. Thoroughfare Improvements
- k. Underground Utility Districts, Establishment of
- l. Vehicle Code Enforcement on Private Streets
- m. Zoning Map Changes
- n. Zone Variance Appeals

Other typical items may come before the City Council from time to time, for which State or Federal laws require the holding of a public hearing. In addition, the City Council may call for a public hearing for other items.

## ~~2.9~~ 2.10 NON-AGENDA ITEMS

No matters other than those appearing on the posted agenda shall be acted upon by the City Council except in accordance with the procedures set forth in the Ralph M. Brown Act, codified at Section 54950 et seq. of the California Government Code. Any request to place a matter of business on a future agenda must be made in accordance with paragraph b of Section 2.2.

A proposal to create an Ad Hoc Committee for a matter or topic not directly related to the City Council's consideration and deliberation of an agendaized action item must be agendaized at a future meeting date before final action to create the Ad Hoc committee and to appoint its members can be taken.

## ~~2.10~~ 2.11 ADJOURNMENT



To allow clarification of the record, a motion to adjourn a meeting to the next regular meeting should specify this. A motion to adjourn to an adjourned meeting shall specify the date, time and place of said adjourned meeting.

### **3. PRESIDING OFFICER**

#### **3.1 PRESIDING OFFICER**

The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and Vice Mayor, the City Council shall elect a temporary Presiding Officer to serve until the arrival of the Mayor or Vice Mayor or until adjournment.

#### **3.2 CALL TO ORDER**

The meeting of the City Council shall be called to order by the Mayor or if the Mayor is absent, the Vice Mayor. In the absence of both the Mayor and the Vice Mayor, the meeting shall be called to order by the City Clerk, whereupon the City Clerk shall immediately call for the selection of a temporary Presiding Officer. In the absence of a quorum of three (3) Councilmembers, the City Clerk shall call the meeting to order and declare the same adjourned to a stated day and hour.

#### **3.3 PARTICIPATION OF PRESIDING OFFICER**

The Presiding Officer is primarily responsible for the conduct of the meeting; however, may move, second and debate from the Chair, subject only to such limitations of debate as are imposed on all Councilmembers, and shall not be deprived of any of the rights and privileges of a Councilmember by reason of being the Presiding Officer.

#### **3.4 QUESTION OR MOTION TO BE STATED**

The Presiding Officer may verbally restate each question immediately prior to calling for the vote. Following the vote, the Presiding Officer (or City Clerk) shall announce whether the question was carried or defeated, and may summarize the action taken by the City Council before proceeding to the next item of business.

#### **3.5 SIGNING OF DOCUMENTS:**

The Mayor shall sign ordinances, resolutions and contracts approved by the City Council. In the absence of the Mayor, the Vice Mayor shall sign all such documents as have been adopted and approved by the City Council. In the absence of the Mayor and Vice Mayor, the temporary Presiding Officer shall sign all such documents.

### 3.6 MAINTENANCE OF ORDER

The Presiding Officer is responsible for the maintenance of order and decorum at all time. No person shall be allowed to speak who has not first been recognized by the Presiding Officer. All questions and remarks should be addressed to the Presiding Officer.

### 3.7 DURATION OF MEETING

If a meeting exceeds four hours, the Presiding Officer may call for a motion to adjourn all remaining items of business to an adjourned meeting, a special meeting or to the next regular meeting. For purposes of this section, the four hour limit is inclusive of any special meeting, adjourned regular meeting or adjourned special meeting held immediately before or after a regular meeting

## 4. RULES, DECORUM, AND ORDER

### 4.1 POINTS OF ORDER

The Presiding Officer shall determine all Points of Order subject to the right of any Councilmember to appeal to the City Council. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?", in which event a majority vote shall govern and conclusively determine such question of order.

### 4.2 DECORUM AND ORDER – COUNCILMEMBER

- a. Councilmembers shall afford the utmost courtesy to each other, to City employees, and to the general public appearing before the City Council and shall refrain at all times from ~~rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities.~~
- b. Every Councilmember desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, shall confine discussion to the question under debate.
- c. Every Councilmember desiring to question the administrative staff should address questions to the City Manager or City Attorney who shall be entitled to either answer the inquiry directly or to designate some member of the staff for that purpose.
- d. A Councilmember, once recognized, shall not be interrupted while speaking, unless called to order by the Presiding Officer, or a Point of Order is raised by another Councilmember, or the speaker chooses to yield to questions from another Councilmember.



- e. If a Councilmember is called to order while speaking, he/she shall cease speaking immediately until the question of order is determined; and if ruled out of order shall remain silent or shall alter his remarks so as to comply with rules of the City Council.
- f. Any Councilmember may move to require the Presiding Officer to enforce the rules. A majority of the City Council shall require enforcement of the rules if the Presiding Officer has refused.

#### 4.3 DECORUM AND ORDER – EMPLOYEES

Members of the Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the City Council. The City Manager shall insure that all City employees observe such decorum. Any staff member, including the City Manager, desiring to address the City Council or members of the public shall first be recognized by the Presiding Officer. All remarks should be addressed to the Presiding Officer and not to any one individual Councilmember or public member.

#### 4.4 DECORUM AND ORDER – PUBLIC

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

Unrecognized remarks from the audience, clapping, stamping of feet, whistles, yells and similar demonstrations which do not permit the meeting to proceed in an orderly manner shall not be permitted by the Presiding Officer, who may direct the sergeant at-arms to remove such offenders from the room if they do not cease upon request by the Presiding Officer. Aggravated cases shall be prosecuted by appropriate complaint signed by the Presiding Officer.

#### 4.5 ENFORCEMENT OF DECORUM

The Chief of Police shall be ex-officer sergeant-at-arms of the City Council. He/she shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining decorum in the City Council Chambers. Upon instructions from the Presiding Officer, it shall be the duty of the Chief of Police or his representative to eject any person from the City Council Chambers or place such person under arrest or both. (Robert's Rules of Order)

#### 4.6 PERSONAL INTEREST

No Councilmember disqualified from participation under State law or the City's Conflict of Interest Code shall remain at the Council dais during the debate or vote on any such matter. The Councilmember shall publicly state the grounds for disqualification on the record and upon acceptance by the Presiding Officer shall leave the Council dais during the debate or vote on the issue.

#### 4.7 LIMITATIONS OF DEBATE

No Councilmember should be allowed to speak more than once upon any one subject until every Councilmember choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered as speaking. (Robert's Rules of Order)

#### 4.8 DISSENTS AND PROTESTS

Any Councilmember shall have the right to express dissent from, or protest to, any action of the Council and request that the reason be entered into the minutes. (Robert's Rules of Order)

#### 4.9 PROCEDURES IN ABSENCE OF RULES

In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern. (Suggested League of California Cities Procedure)

### 5. ADDRESSING THE CITY COUNCIL

#### 5.1 MANNER OF ADDRESSING THE CITY COUNCIL

During the public comment portion of a regular meeting, members of the public may address the City Council on agenda items before consideration or on any subject matter within the City Council's jurisdiction.

No ~~person~~ member of the public shall enter into any discussion without first being recognized by the Presiding Officer. (Robert's Rules of Order). All remarks and questions shall be addressed to the Presiding Officer and not to any individual Councilmember, staff member or other person.

Any ~~person~~ member of the public desiring to address the City Council should present the City Clerk with a speaker's card, stating his/her name. For purpose of staff follow up, the speaker may also provide his/her address and phone number.

Members of the public that cannot attend the meeting may submit a letter or



statement to include in the record, which must be received by the City Clerk's Office no later than 12:00 pm on the day of the meeting to be provided to City Council and made available for public review. The City Clerk will not read written comments and the member of the public must be present to address the City Council. Public comment will not be accepted via telephone or video conference, or other medium of communication.

During a public hearing, all remarks shall be limited to the subject under consideration. For a special meeting, members of the public may address the City Council concerning any item listed on the agenda before or during consideration. Unlike regular meetings, the City Council does not have to allow public comment on non-agenda matters.

## 5.2 TIME LIMITATION

Any public member addressing the City Council shall limit his address to three (3) minutes unless further time is granted by the Presiding Officer or majority of the City Council.

The Presiding Officer shall have the discretion but not the obligation to allow members of the public to comment on items appearing on the agenda under Administrative Reports and Consent Calendar sections of the agenda.

## 5.3 ADDRESSING THE CITY COUNCIL AFTER MOTION IS MADE

After a motion has been made, no ~~person~~ member of the public address the City Council without securing permission of the Presiding Officer or by a majority vote of the City Council. (Suggested League of California Cities Procedure)

## 5.4 WRITTEN CORRESPONDENCE

The City Manager is authorized to receive and open all mail addressed to the City Council as a whole, and give it immediate attention to the end that all administrative business, not necessarily requiring City Council action, may be disposed of between City Council meetings. Any communication requiring City Council action will be reported to the City Council at its next regular meeting together with a report and recommendation of the City Manager. The City Manager is authorized to open mail addressed to individual Councilmembers, unless specifically requested otherwise from an individual member.

# 6. MOTIONS

## 6.1 PROCESSING OF MOTIONS

When a motion is made and seconded, it may be stated by the Presiding Officer before debate. A motion ~~shall not~~ may be withdrawn by the mover without the consent of the Councilmember seconding it. ~~(Robert's Rules of Order)~~

## 6.2 MOTIONS OUT OF ORDER

The Presiding Officer, or a majority of the City Council, may at any time permit a member to introduce an ordinance, resolution or motion presently on the agenda out of the regular agenda order. (Reference Sections 2.1) (Robert's Rules of Order)

## 6.3 DIVISION OF MOTION

If a motion contains two or more divisible propositions, the Presiding Officer may, and upon request of a Councilmember shall (unless appealed by another Councilmember), divide the same. (Robert's Rules of Order)

## 6.4 PRECEDENCE OF MOTIONS

When a motion is before the City Council, no other motion shall be entertained except the following:

- a. Adjourn
- b. Fix Hour of Adjournment
- c. Table
- d. Previous Question
- e. Amend
- f. Postpone  
(Robert's Rules of Order).

## 6.5 MOTION TO ADJOURN (NOT DEBATABLE)

A motion to adjourn shall be in order at any time except as follows:

- a. When repeated without intervening business or discussion,
- b. When made as an interruption of a Councilmember while speaking,
- c. When the previous question has been ordered, or
- d. While a vote is being taken.

A motion to adjourn “to another time” (i.e., to an adjourned meeting) shall be undebatable and unamendable, except as to the time set. (Robert’s Rules of Order)

#### 6.6 MOTION TO FIX HOUR OF ADJOURNMENT

A motion to specify a definite hour to which the subject meeting shall be adjourned is undebatable and unamendable, except as to the time set. (Robert’s Rules of Order)

#### 6.7 MOTION TO TABLE

A motion to table shall be used to temporarily bypass the subject and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be “taken from the table” at any time prior to the end of the next meeting. (Robert’s Rules of Order)

#### 6.8 MOTION TO CALL FOR THE PREVIOUS QUESTION

Such a motion shall be used to close debate on the main motion and shall be undebatable. If the motion fails, debate shall be reopened if the motion passes, a vote shall be taken on the main motion. (Robert’s Rules of Order)

#### 6.9 MOTION TO AMEND

A motion to amend shall be debatable only as to the amendment. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and voted first, then the main motion as amended. (Robert’s Rules of Order)

#### 6.10 MOTION TO CONTINUE

Motions to continue to a definite time shall be amendable and debatable as to suitability of postponement and time set for postponement. (Robert’s Rules of Order)

#### 6.11 GENERAL CONSENT

Unless otherwise required as noted in Section 7.2, the City Council may by general, unanimous or silent consent do business with less regard for formal motions. Where there appears to be no objection, the formality of voting can be avoided by the Presiding Officer asking if there is any objection by any Councilmember to the proposed action, and, if there is none, the Presiding Officer shall announce the result.



The action thus taken is by general consent of the City Council. (Robert's Rules of Order)

## 7. VOTING

### 7.1 VOTING PROCEDURE

Motions shall be adopted by voice vote, roll call vote or by the general consent/"no objection" method, as described in Section 6.11. The results of the vote shall be entered in full in the minutes.

The order of a roll call vote shall be designated by the City Clerk, with the Mayor voting last.

Except as otherwise provided herein, the "no objection" method for expediting lengthy agendas may be used unless any Councilmember requests a voice or roll call vote. The approval of the motion in the minutes shall be reflected as a "no objection" vote or that the motion "carried unanimously". (Robert's Rules of Order)

Roll call votes shall be taken on all ordinances, resolutions, or orders for the payment of money unless the vote is unanimous.

Motions requiring a 4/5ths affirmative vote shall be announced by City staff prior to City Council consideration of the motion.

### 7.2 VOTING

Every ordinance, resolution or order for the payment of money requires three affirmative votes (with the exception of urgency ordinances, which require four affirmative votes). Any member may change his vote on any item before the next order of business. The votes shall be lost motions and may be reconsidered. (Robert's Rules of Order)

### 7.3 FAILURE TO VOTE

Every Councilmember should vote unless disqualified for cause. Abstentions shall not be counted as a vote.

### 7.4 RECONSIDERATION

Any member who voted with the majority may move a reconsideration of any action at the same meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the City Council. (Robert's Rules of Order)



## 8. RESOLUTIONS

### 8.1 RESOLUTIONS PREPARED IN ADVANCE

Where a resolution has been prepared in advance, the procedure shall be: staff/City Council report (if needed), discussion (if needed), motion, second, City Council votes, and results declared. All resolutions shall be read in full, unless the full reading is waived by unanimous consent of the City Council. Items of the Consent Calendar are automatically deemed to have the full reading waived by common consent. (Suggested League of California Cities Procedure)

### 8.2 RESOLUTIONS NOT PREPARED IN ADVANCE

Where a resolution has not been prepared in advance, the procedure shall be to instruct the City Attorney [or City Manager](#) to prepare a resolution for presentation at the next City Council meeting. (Suggested League of California Cities Procedure)

### 8.3 URGENCY RESOLUTIONS

In matters of urgency, a resolution may be presented verbally in motion form together with specific instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure for resolutions prepared in advance as stated in Section 8.1 shall be followed. Urgency resolutions shall be avoided except when absolutely necessary and shall be avoided entirely when resolutions are required by law or in improvements acts, zoning matters and force account work on public project. (Suggested League of California Cities Procedure)

## 9. ORDINANCES

### 9.1 INTRODUCTION (FIRST READING)

At the time of introduction, an ordinance shall be read in full, unless, after reading the title, reading is waived by unanimous consent of the City Council. The procedure for introduction of an ordinance shall be: reading of the title by the ~~City Clerk~~ [Presiding Officer or City staff member](#), motion to introduce first reading, second, discussion (if needed), City Council votes, and results declared. (Suggested League of California Cities Procedure)

### 9.2 ADOPTION (SECOND READING)

With the sole exception of ordinances which take effect immediately (as outlined in the following sections), no ordinance shall be adopted by the City Council on the day of introduction, nor within five days thereafter, nor at any time other than a regular or adjourned meeting.

~~At the time of adoption an ordinance shall be read in full unless, after reading the title, the full reading is waived by unanimous consent of City Council. The procedure for adoption of an ordinance shall be: reading of the title by the City Clerk, motion to pass, second reading and adoption of ordinance second, discussion, vote and result declared. (Suggested League of California Cities Procedure)~~

If the Ordinance was unanimously approved at the time of introduction, adoption (second reading) of the ordinance may be placed on the Consent Calendar with the recommendation that City Council waive full reading of the ordinance and adopt by title only. If it was not unanimously approved at the time of introduction, the ordinance shall be read in full unless, after reading the title, the full reading is waived by unanimous consent of City Council. Unless approved on the Consent Calendar, the procedure for adoption of an ordinance shall be: reading of the title by the Presiding Officer or City staff member, motion to pass, second reading and adoption of ordinance second, discussion, vote and result declared. (Suggested League of California Cities Procedure)

### 9.3 AMENDMENT FOLLOWING INTRODUCTION

In the event that an ordinance is altered after its introduction, a motion for an amended introduction shall be required. The ordinance shall not be considered for adoption until five days thereafter and not at any meeting other than a regular or adjourned meeting. The correction of typographical or clerical errors shall not constitute making an alteration within the meaning of this Section.

### 9.4 EFFECTIVE DATE

All ordinances, except as listed below, shall become effective 30 days after adoption, or upon such later date as may be designated in the ordinance. The following ordinances shall become effective immediately upon adoption:

- a. Urgency Ordinances,
- b. Ordinances calling, or otherwise relating to, an election,
- c. Ordinances relating to street improvement proceedings,
- d. Ordinances relating to taxes for the usual and current expenses of the City, or
- e. Ordinances covered by particular provisions of law prescribing the manner of their passage and adoption.

## 9.5 PUBLISHING

It shall be the duty of the City Clerk to cause each ordinance to be published within 15 days after adoption with the names of those Councilmembers voting for and against the ordinance.

## 9.6 URGENCY ORDINANCES

Any ordinance declared by the City Council to be necessary as an urgency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at the same meeting. Such Ordinance must be passed by a least four affirmative votes.

# 10. MINUTES

## 10.1 PREPARATION OF MINUTES

It is the City Clerk's responsibility to maintain the record (minutes) of City Council meetings. Minutes shall be approved by the City Council, to lend further weight to the accuracy and completeness of the record. The City Clerk shall have exclusive responsibility for preparation of the minutes and any directions for changes to conform with fact shall be made by action of the City Council.

The City Clerk shall keep "Action Minutes" in order to maintain a full and true record of all proceedings of the City Council. The minutes shall consist of a clear and concise statement of each and every City Council action including the motions made and the vote thereon. Reasons for making motions or voting, City Council debate and audience reaction are generally not included in the minutes. Such items may be included if considered to be particularly relevant or otherwise necessary by the City Clerk.

## 10.2 ABSENCE OF CITY CLERK

If the City Clerk is absent from a City Council meeting, the Deputy City Clerk shall act. If there is none, the Mayor shall appoint one of the Councilmembers as City Clerk Pro Tem. (Government Code Section 36804)

# 11. REORGANIZATION

## 11.1 SELECTION OF MAYOR AND VICE MAYOR

Pursuant to Government Code Section 36801 "The City Council shall meet at the meeting at which the declaration of the election results for a general municipal



election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore.” The terms of office of the Mayor of the City Council and Vice Mayor shall be for one year, or until their successors have been chosen. In those years in which a general municipal election is not held, the City Council shall choose a Mayor of the City Council and Vice Mayor at ~~a~~ the first regular meeting in ~~March~~ December. Nothing herein shall be deemed or construed to prohibit any person from serving any number of consecutive one-year terms in any office in this City.

The following procedure shall be used: Election of Mayor:

- a. City Clerk opens the nominations for the position of Mayor
- b. Nomination(s) is/are made for Mayor, and seconded
- c. Hearing no objections, motion to close nominations
- d. City Clerk conducts a roll call vote ~~in the order in which nominations are received~~ and each Councilmember announces their vote for Mayor until a Mayor is elected by majority vote
- e. City Clerk announces the results

Election of Vice Mayor: (City Clerk to follow steps a-e above)

## 11.2 SELECTION OF CITY COUNCIL LIAISONS AND DELEGATES

After the procedure prescribed in Section 11.1 has been completed, the Mayor, with the consent of a majority of the City Council, may appoint new City Council liaisons/delegates to the various City Committees and Commissions, or as liaison/delegate to any other organization as may be appropriate. Nothing in this Section would prohibit the Mayor, with approval of a majority of the City Council from making changes or other appointments during any other time.

## 12. COMMITTEES

### 12.1 GENERAL

The Mayor may, subject to concurrence of a majority of the City Council: (a) designate standing and ad hoc committees (collectively “Committee”); and (b) make appointments to all Committees.

Each standing committee shall consist of two (2) Councilmembers. An ad hoc committee may consist of either one or two Councilmembers.

## 12.2 PURPOSE

The primary purpose of each ~~standing~~ Committee is to provide a forum for the thorough vetting of matters within the Committee's subject matter jurisdiction before they are presented to the City Council. A secondary purpose is to provide guidance to City staff on matters within the Committee's subject matter jurisdiction, enabling staff to obtain interim guidance as they develop and refine matters for presentation to the City Council. The objective is to eliminate, to the extent possible, those situations where the City Council is forced to deal with large and difficult issues at their meetings without any prior formal discussion or analytical input to guide staff's work product.

Ad hoc committees shall have a clear and definite scope and will be dissolved upon completion of the scope, unless otherwise extended by the City Council with a new scope. Ad hoc committees are less formal than standing committees and are therefore not subject to the requirements of the Ralph M. Brown Act.

## 12.3 LIMITATIONS ON AUTHORITY

No ~~City Council~~ Committee may approve a contract or expenditure of funds.

No ~~City Council~~ Committee may provide any direction to City staff, the City Attorney, or consultants engaged by the City, except that a City Council standing committee may provide such direction at a duly noticed meeting of a standing committee, where such direction concerns a matter that is within the subject matter jurisdiction of the standing committee, such direction does not conflict with the policies or direction established by the City Council, and where such direction will not result in an expenditure of resources in excess of the applicable amounts allocated in the approved annual budget.

## 12.4 APPLICABLE LAWS AND REGULATIONS

All City Council standing committees shall comply with the requirements of the Ralph M. Brown Act. All City Council standing committees shall comply with the procedures set forth in Sections 1 through 5, inclusive, of this Procedural Manual, to the extent reasonably practicable. In the event of any conflicts between the provisions of Sections 1 through 5 and the provisions of this Section 12, the latter shall control.

## 12.5 MEETING DATE AND TIME

By agreement of both members, each standing committee shall establish a time and place for regular meetings, as required by the Ralph M. Brown Act. In order to minimize the extra demands on City staff, and to maximize public participation, each standing committee shall, to the maximum extent possible, conduct its business at the regularly scheduled meeting.



## 12.6 QUORUM

Only one member of a Committee must be present in order to establish a quorum. The scheduling of meetings so as to facilitate the participation of both members of a two-person Committee is strongly encouraged.

## 12.7 STAFFING

The City Manager shall appoint a staff member to be the primary staff liaison for each standing committee. The designated staff liaison shall coordinate all meetings of the standing committee, ensure that each meeting is recorded via audio-tape and cause the recorded audio-tape(s) to be delivered to the City Clerk upon completion of the meeting. The recorded audio-tape(s) shall be retained by the City Clerk for the same period as recorded audiotapes of City Council meetings. The designated staff liaison shall work with the City Manager to ensure that the appropriate staff member(s) attend the meetings of the standing committee, and that the direction provided by the standing committee is carried out.

## 12.8 AGENDAS

The agenda for all regular meetings of a standing committee, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the regular meeting (24 hours in advance of a special meeting) at the City Clerk's office. The Agenda may be amended in accordance with State law, prior to any meeting.

When the City Council desires to have an item placed on an agenda for an upcoming meeting of a standing committee, the City Council shall provide the designated staff liaison with that directive at a meeting of the City Council. At that time, the City Council may also charge the designated staff liaison with the responsibility for conducting preliminary research and collecting/preparing any written materials that may aid the Committee in its discussion of the matter.

## 12.9 REPORT ON ACTIVITIES OF STANDING COMMITTEES

The agendas for City Council meetings shall include a section entitled Standing Committee Updates. The Committee Chair is responsible for making a brief report on the activities of the committee to the full City Council. If there is nothing to report, then "Nothing to Report" is an acceptable comment.

All written materials presented to a standing committee are public records, and shall be maintained as directed by the City Clerk.

### **13. PROCEDURE FOR FILLING CITY COUNCIL VACANCIES**

- 13.1 If a vacancy occurs to any City Council seat, the vacancy may be filled by appointment or by special election in compliance with Government Code Section 36512(b). The filling of vacancies by appointment shall be subject to the restrictions of Government Code section 36512(d)(1) which prohibits the filling of a vacancy by appointment if the appointment would result in a majority of the members serving on the City Council being appointees.
- 13.2 If the City Council elects to fill a vacancy to a City Council seat by appointment, any appointment shall be made in subject to the following procedures:
- a. At a regular or special meeting of the City Council, the City Council shall direct the City Clerk to make an application available, at the earliest possible date and time, for individuals interested in being appointed to the vacant City Council seat, and establish a reasonable due date for the applications.
  - b. At a regular or special meeting of the City Council, the City Council will allow all applicants to address the City Council for the purpose of stating their experience and qualifications for being granted the appointment. The City Council shall determine the uniform amount of time candidates will receive to address the City Council.
  - c. Following the presentations by potential appointees, the City Council will receive comment from interested members of the public.
  - d. Following public comment, the City Council may commence deliberation on one of the following options:
    - I. Make an appointment to fill the vacant City Council position and direct the City Clerk to administer the Oath of Office; or
    - II. Defer making an appointment until Councilmembers have had additional time to consider the applicants, and a further opportunity should they wish to interview the finalists one-on-one.
  - e. As provided under Government Code Section 36512, if the City Council does not fill the vacancy by appointment within 60 days from the date of the vacancy or fails to call an election within 60 days from the date of the vacancy, the vacant seat shall automatically be filled by election as provided under Government Code section 36512 and other applicable laws.



#### **14. PRIORITY GOAL SETTING MEETING**

~~The City Council shall hold a special study session every year, no later than the first regularly scheduled City Council meeting in April, to set priorities and goals for the subsequent fiscal year.~~

- 14.1 The City Council shall hold a special study session every year during the budget process to set priorities and goals for the subsequent fiscal year. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.
- a. City Council goals articulate city-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Goals tend to remain relatively stable over time.
  - b. Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within city-wide goals but provide more specific focus for the upcoming fiscal year.
- 14.2 When setting goals and priorities, City Council shall take into consideration staff resources available to accomplish said goals and priorities. The goals and priorities should be reviewed semi-annually (i.e., twice a year) with the City Manager and updated to reflect goals and priorities that are reasonably attainable given limited staff resources.

#### **15. OFFICIAL LETTERHEAD AND OTHER STATIONERY USE POLICIES**

##### **15.1 AUTHORIZED USE OF LETTERHEAD**

Official City letterhead or any other official Stationery of the City must be used with care to avoid misunderstandings, including but not limited to, misrepresentations of official City Council-approved policies or actions. When authorized or otherwise directed by a majority of the City Council at a duly noticed meeting of the City Council, official City letterhead and/or other official Stationery may be used by members of the City Council to communicate official City Council-approved action or policy. Without the prior approval of the City Council but subject to the restrictions and requirements of this Section below and Section 15.3, an individual Councilmember may use official City letterhead and/or other official Stationery for the following purposes, provided the Councilmember makes clear in the correspondence that he or she is communicating in his or her individual capacity and not on behalf of the City or the City Council as a body: (i) to acknowledge the receipt of communications submitted to the Councilmember by members of the public; (ii) to offer simple congratulations or appreciation to members of the public for their civic involvement or personal achievements which reflect positively on the San Fernando community; (iii) to offer simple condolences and/or best wishes to



members of the public who have endured personal hardship or loss; (iv) to respond to inquires by members of the public seeking publicly available and non- privileged information about City programs or services; or (v) to request information from other public agencies or non-City organizations. When using official letterhead or other official Stationery to communicate with others, City Councilmembers must expressly state in their communication whether or not they are communicating in their individual capacity or whether they are communicating in a representative capacity for the City Council and/or the City. In order to communicate in a representative capacity for the City Councilmember must have received formal direction or authorization from a majority of the City Council at a duly noticed meeting of the City Council.

#### 15.2 UNAUTHORIZED USE OF OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY

In addition to any other prohibition set forth under this Chapter, elsewhere in this Manual, under the San Fernando Municipal Code or State law or Federal law, no member of the City Council communicating with any other person or entity through the medium of official City letterhead or other official Stationery of the City, may represent that he or she is communicating or otherwise acting in a representative capacity for the City Council or the City or communicating a position or opinion in the name of the City Council or the City unless the City Council has been expressly authorized to do so by a majority of the City Council at a duly noticed meeting of the City Council. The City Council reserves the right to request that any communications using City letterhead or other City Stationery which are issued in the name of the City Council or the City must be reviewed and vetted by the City Council as a body at a duly noticed meeting of the City Council before the communication is disseminated. Under no circumstances may City letterhead or other official Stationery be used in any manner that (i) would constitute a violation of Government Code Section 8314, Government Code Section 82041.5 or any other applicable statute or regulation governing the use of public resources; or (ii) that discloses confidential or privileged information that a Councilmember has acquired in his or her official capacity as a member of the City Council where such disclosure may only be made with the consent of the City Council acting as a body and such consent has not been formally granted by the City Council acting as body.

#### 15.3 PREPARATION OF COMMUNICATIONS USING OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY

It shall be the official policy of the City to have all City Councilmember communications using official City letterhead or other official Stationery prepared by secretarial staff of the City Manager's office, with prior verbal or written notice by the requesting Councilmember to the City Manager. City secretarial staff may not commence the drafting of such communications until the City Manager has

confirmed either verbally or in writing that the City Manager has been notified of a Councilmember's request to communicate using official City letterhead or other official Stationery of the City. The City Manager reserves the right to review all such communications before they are disseminated to verify compliance with these policies and the City Manager further reserves the right to seek input and direction from the City Council at a duly noticed meeting of the City Council before authorizing staff to disseminate any such communications. Councilmembers shall not receive personalized official letterhead or Stationery nor shall Councilmembers be entitled to maintain their own stock of letterhead or Stationery or maintain electronic templates of such Stationery. The rights and duties of the City Manager under this Chapter shall be delegated to the person who has been formally designated by the City Manager or a majority of the City Council to act in place of the City Manager during any period time in which the City Manager is on vacation, on extended leave or is otherwise physically unable to discharge his or her duties at the time the request is made.

#### 15.4 COUNTERFEIT LETTERHEAD OR STATIONERY

Except as may otherwise be allowed under City Council Resolution No. 6904 approved May 5, 2003, no member of the City Council may affix the City seal or any other City logo on any personal letterhead, Stationery or any other written document, whether or not such letterhead, Stationery or document is transmitted in paper form or electronically. All such written communications improperly bearing the City seal or any other City logo shall be deemed unauthorized and counterfeit.

#### 15.5 DEFINITIONS

- a. "City seal" shall have the same meaning as set forth under Section 1-13 of the San Fernando Municipal Code as the same may be amended from time to time. The City seal as described under Section 1-13 appears as follows:



- b. "City logo(s)" shall mean and include all logos or designs used for purposes of symbolically representing the authority of the City of San Fernando and the capacity of its officers, employees and agents as representatives of the City of San Fernando. City logos include, but are not limited to the above image.





## **16. STATEMENTS OF ECONOMIC INTEREST**

### **16.1 FORM 700 OVERVIEW**

One of the main laws designed to prevent self-dealing in governmental decision-making is the Political Reform Act of 1974 (the PRA). The PRA is codified under the California Government Code. The PRA requires that most state and local government officials disclose their personal income and assets, as well as disqualify themselves from participating in certain governmental decisions that may impact their personal economic interests. As required under the PRA, local elected officials must annually disclose their economic interests through a form referred to as the Form 700 – Statement of Economic Interests (the Form 700). The Form 700 is filed annually with the City Clerk. Any member of the public is permitted to inspect and copy a Form 700 during normal business hours. Members of the City Council and the Planning and Preservation Commission shall be mindful of PRA requirements to complete an annual Form 700 and to complete the same upon assuming and departing from public office also as required under the PRA.

### **16.2 TIMELY SUBMISSION OF ANNUAL STATEMENTS OF ECONOMIC INTEREST**

The City Clerk notifies those required to file a Form 700 of the precise filing deadline. Under State law, annual Form 700's are due by or before April 1<sup>st</sup> of each year or such other date as the Fair Political Practices Commission may prescribe by regulation for local elected officials. The Form 700 must also be filed within thirty (30) days of assuming or leaving office. Irrespective of notice provided by the City Clerk or any other City official or employee, it is the individual responsibility of each member of each City Council and each member of the Planning and Preservation Commission to keep themselves aware of filing deadlines and to file a Form 700 by or before the prescribed deadline.

### **16.3 REVIEW BY CITY CLERK AND CITY ATTORNEY**

The City Clerk, as the City's filing officer for the submission of Form 700's, shall perform those duties set forth under Government Code Section 81010 and such other tasks, duties and responsibilities as may be prescribed by the Fair Political Practices Commission. Upon request made by a City Councilmember or member of the Planning and Preservation Commission, the City Attorney shall also conduct a facial review of the requesting filer's Form 700. The City Attorney shall be given a minimum of ten (10) calendar days to complete its review. A facial review consists of reviewing statements for the following items: (a) the cover sheet includes the name and address of the filer, the period covered and the type of statement; (b) the summary page is completed and the required schedules are attached; (c) all information is legible and readable reproductions of the statement can be made; and

(d) the verification is complete. Neither the City Clerk nor the City Attorney are responsible for verifying the truth of representations made by a filer in their Form 700 nor are they under any duty to perform any sort of investigation or inquiry as to the truth or accuracy of such representations or whether a filer has fully identified all disclosable interests. The filer shall be solely and exclusively responsible for any errors or omissions in the filer's Form 700, notwithstanding review by the City Clerk or the City Attorney.

## POLICY/PROCEDURE

~~Strikeout~~  
Suggested wording

SUBJECT	ISSUANCE	
CITY COUNCIL CONTACTS	ORIGINAL DATE August 19, 1986	EFFECTIVE August 19, 1986
	CURRENT DATE June 17, 2019	EFFECTIVE June 17, 2019
CATEGORY	POLICY NO.	SUPERSEDES
CITY COUNCIL POLICY/PROCEDURE	ADM-001	May 18, 2015

### MANAGEMENT POLICY/PROCEDURES

#### SECTION I. PURPOSE

This policy established the procedure for:

- (1) Staff contacts initiated by Councilmembers; and
- (2) Councilmember contacts initiated by employees

This policy is put into place to support proper channels of communication between Councilmembers and employees and conservation of Councilmembers and staff time.

#### SECTION II. STAFF CONTACTS INITIATED BY COUNCILMEMBERS.

~~The City Council shall contact the City Manager if a Councilmember has a question or wishes to discuss a City related business matter with a staff member. Requests for information that can be retrieved from established records will be accommodated. Requests for information that requires generating studies or analysis will be accommodated in accordance with priorities, staff time availability, and City Manager or majority of the City Council approval. All other employees who are contacted by Councilmembers are required to advise their direct supervisor or the City Manager of the contact and the nature of the business related discussion.~~

~~A. Contact with City Manager. Except as otherwise provided under this Section or under Section III, City Council shall contact the City Manager if a Councilmember has a question or wishes to discuss a City related business matter with a staff member. Requests for information that can be retrieved from established records will be accommodated. Requests for information that requires generating studies or analysis will be accommodated in accordance with priorities, staff time availability, and City Manager or majority of the City Council approval.~~

A. Each Councilmember shall comply with the provisions of Section 2-123 (Relations with council) of the San Fernando Municipal Code (hereinafter, "Section 2-123") with respect to interactions between the Councilmember and subordinate employees of the City Manager. A Councilmember may not direct the work of subordinate employees of the City Manager nor may a Councilmember directly assign tasks to such subordinate employees. With respect to Councilmember-initiated contacts that may reasonably be classified as "inquiry" within the meaning of Section 2-123, all employees who respond to such inquiries shall also notify his or her immediate supervisor or the City Manager of such inquiry and any information provided to the Councilmember. The foregoing

notwithstanding, Councilmember inquires relating to personnel matters shall be routed through the City Manager and not the City Manager's subordinate staff.

- B. Nothing in this policy shall be construed to prohibit communications or contacts had between a Councilmember and a City employee (i) which relates solely to Constitutionally protected campaigning activities, provided such communications or contacts are not undertaken during an employees working hours and are not conducted using City funds or resources; or (ii) which are of a purely social and non-work-related. Employees shall also be under no obligation to report such communications or contacts to the City Manager as would otherwise be the case for inquiries referenced under paragraph A, above.

### **SECTION III. COUNCIL CONTACTS INITIATED BY EMPLOYEES.**

~~Councilmembers may be contacted by a department head if the department head has questions or wishes to discuss some matter upon approval of the City Manager. All requests by employees other than department heads to speak to a Councilmember regarding City related business shall be submitted to their direct supervisor for consideration. The request will include the subject matter and the reason necessitating the contact. Employees are not to contact Councilmembers directly on City time; failure to comply with this directive may result in disciplinary action.~~

- A. When an employee is required to make contact with a Councilmember in the course of the employee's performance his or her official job duties, a Councilmember may participate in such employee-initiated contact, provided the employee was authorized to initiate such contact by his or her department head or the City Manager. All requests by employees other than department heads to speak to a Councilmember regarding City related business shall be submitted to their department head or the City Manager for consideration. . The request will include the subject matter and the reason necessitating the contact. Employees are not to contact Councilmembers directly regarding non-City business on City time; failure to comply with this directive may result in disciplinary action.

### **SECTION IV. MISCELLANEOUS.**

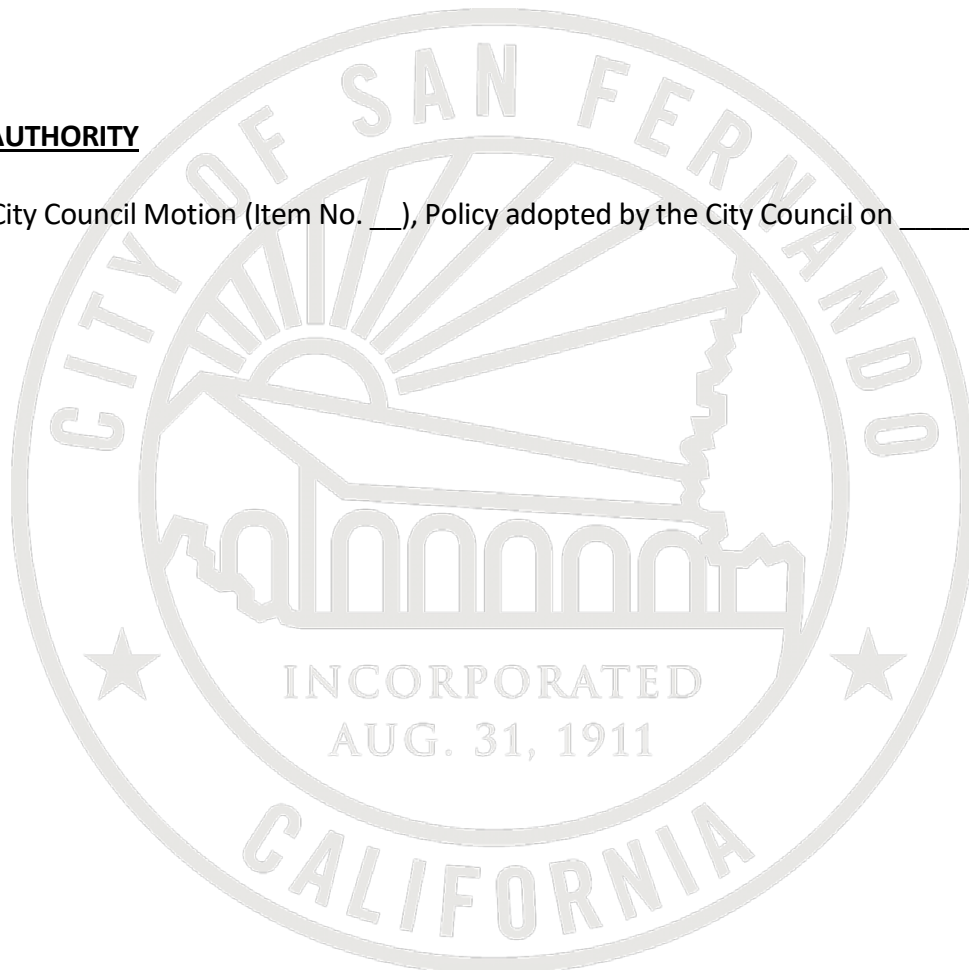
- A. Unless an individual Councilmember has been designated to serve as the City's designated labor negotiator by a majority of the full membership of the City Council at a meeting of the City Council, individual Councilmembers shall refrain from initiating communications or other similar contacts with any representative of City collective bargaining units for the purpose of negotiating with such bargaining units on the City's or City Council's behalf in outstanding contract negotiations. A Councilmember shall not hold himself or herself out as the City's designated labor negotiator unless he or she has been appointed act in that capacity by the City Council.
- B. In the event of an unsolicited communication or contact initiated by any representative of a City collective bargaining unit (including any City employee acting in a representative capacity on behalf of his or her bargaining unit) during outstanding contract negotiations, the Councilmember shall refrain from disclosing any privileged or otherwise confidential information or documentation to the bargaining unit representative, including, but not limited to, any privileged or confidential



information obtained in closed session. During such unsolicited communications or contacts, Councilmembers shall refrain from providing any promises or assurances as to the outcome of any negotiations and shall promptly disclose any information or documentation provided to the Councilmember by the bargaining unit representative that is pertinent to the negotiations to the City Manager so that it may be shared with, and vetted by, the full membership of the City Council, the City Manager and the City's designated labor negotiator(s). Nothing in this paragraph shall be construed to grant permission to an individual Councilmember to disclose any information or documentation that is privileged or otherwise confidential at any other time, including times when the City is not engaged in contract negotiations with any one or more of its collective bargaining units.

**SECTION V. AUTHORITY**

By order of City Council Motion (Item No. \_\_\_\_), Policy adopted by the City Council on \_\_\_\_\_.



**POLICY/PROCEDURE**

~~Strikeout~~  
[Suggested wording](#)

SUBJECT	ISSUANCE	
	ORIGINAL DATE	EFFECTIVE
ATTORNEY SERVICES	June 5, 1995	June 5, 1995
	CURRENT DATE	EFFECTIVE
	June 17, 2019	June 17, 2019
CATEGORY	POLICY NO.	SUPERSEDES
CITY COUNCIL POLICY	ADM-002	May 18, 2015

**MANAGEMENT POLICY/PROCEDURES**

**SECTION I. PURPOSE AND SCOPE.**

- A. Assure equal access to City Attorney services for all Councilmembers.
- B. Control costs and make effective use of time.
- C. Assure that the City Attorney is not working on assignments that are at cross purposes with adopted City Council policy.
- D. Assure that Councilmembers have personal advice on conflict issues.
- E. Assure that City Attorney remains a key member of the management team.

**SECTION II. PROCEDURE.**

The City Council has adopted the following policy for use of City Attorney services:

- A. Any Councilmember should be able to contact and communicate with the City Attorney to discuss any matter within the subject matter jurisdiction of the City, and for general information regarding conflict of interest issues, FPPC filing requirements, ethics-related issues and the like, without such information having to be shared with other Councilmembers, unless the City Attorney is ethically required to disclose such information to the City Council as a whole pursuant to applicable State Bare Rules or other applicable laws. It is also understood that by communicating with individual Councilmembers in such a manner, no attorney client relationship shall exist, or be created, as between the City Attorney and individual Councilmembers.
- B. Work to be performed by the City Attorney which is requested by an individual Councilmember requiring substantial research or activity (more than ~~three (3)~~ [five \(5\)](#) hours) should be assigned based on approval by the City Manager.
- C. Any individual Councilmember should be able to ask the City Attorney to provide information or research a matter relevant to the business of the City, provided that, in the best judgement of the City Attorney and the individual Councilmember (or the City Manager depending on the nature of the request) the request is not of a magnitude, either in terms of workload or policy, which would require that it more appropriately be assigned to staff through the collective direction of the City Council or the City Manager, as appropriate.

- D. All work products requiring substantial research or activity (more than ~~three (3)~~ five (5) hours) should be copied to all Councilmembers and staff (with the exception noted in (1)).
- E. When City Council has taken formal action completing an item, City Attorney research should not be expected without further authorization.

**SECTION III. AUTHORITY.**

By order of City Council Motion (Item No. \_\_\_\_), Policy adopted by the City Council on \_\_\_\_\_.









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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Michael E. Okafor, Personnel Manager

**Date:** June 17, 2019

**Subject:** Consideration to Adopt Resolutions Approving the Salary Plan and Table of Organization for Fiscal Year 2019-2020

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7919 (Attachment "A") approving the Salary Plan for Fiscal Year (FY) 2019-2020;
- b. Adopt Resolution No. 7920 (Attachment "B") approving the Table of Organization for FY 2019-2020; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. On June 15, 2015, the City Council approved a four-year Memorandum of Understanding (MOU) (Contract No. 1789) with the San Fernando Police Officers' Association (SFPOA) that includes certain changes in salaries and benefits for FY 2015-2016 through FY 2018-2019.
2. On August 3, 2015, the City Council approved a four-year MOU (Contract No. 1793) with the San Fernando Police Officers' Association – Police Management Unit (SFPOA-PMU) that includes certain changes in salaries and benefits for FY 2015-2016 through FY 2018-2019.
3. On August 3, 2015, the City Council adopted Resolution No. 7692, establishing the salary and benefits for non-sworn Department heads for FY 2015-2016 through FY 2018-2019.
4. On December 7, 2015, the City Council approved an employment agreement (Contract No. 1804) with the City Clerk, and amended same on April 24, 2017 (Contract No. 1804(a)) and

**Consideration to Adopt Resolutions Approving the Salary Plan and Table of Organization for Fiscal Year 2019-2020**Page 2 of 3

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- April 16, 2018 (Contract No. 1804(b)), respectively, to reflect applicable salaries and benefits.
5. On November 21, 2016, the City Council approved a four-year MOU (Contract No. 1838) with the San Fernando Part-time Employees' Bargaining Unit (SFPEBU) that includes certain changes in salaries and benefits for FY 2016-2017 through FY 2019-2020.
  6. On August 7, 2017, the City Council approved an amendment (Resolution No. 7807) to Resolution No. 7692 that established the salary and benefits for Department Heads to, among other things, include salary and similar benefits for the Police Chief.
  7. On August 17, 2015, the City Council approved a three-year MOU (Contract No. 1794) with the San Fernando Police Civilians' Association (SFPCA) that includes certain changes in salaries and benefits for FY 2015-2016 through FY 2017-2018.
  8. On September 18, 2017 and December 4, 2017, the City Council approved amendments to the Salary Plan to reflect title changes, salary and special pay adjustments to certain Department head positions.
  9. On June 18, 2018, the City Council approved a five-year MOU (Contract No. 1887) with the San Fernando Public Employees' Association (SFPEA) that includes certain changes in salaries and benefits for FY 2017-2018 through FY 2021-2022.
  10. On December 3, 2018, the City Council approved an amendment to the Salary Plan that increased the minimum wage of SFPEBU members from \$11.00 to \$12.00 per hour effective January 1, 2019 to reflect the stipulations in the approved MOU, as well as the State Senate Bill (SB) 3.
  11. On December 3, 2018, the City Council approved an amendment (Resolution No. 7897) that increased the Commissioners' stipend from \$50 to \$75 per meeting per month effective January 1, 2019.
  12. On February 19, 2019, the City Council approved a three-year MOU (Contract No. 1905) with the San Fernando Management Group (SFMG) that includes certain changes in salaries and benefits for FY 2018-2019 through FY 2020-2021.
  13. On February 20, 2019, the City Council approved an employment agreement (Contract No. 1906) with the City Manager that includes applicable salaries and benefits.

**Consideration to Adopt Resolutions Approving the Salary Plan and Table of Organization for Fiscal Year 2019-2020**Page 3 of 3

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**ANALYSIS:**

The attached Salary Schedule and Table of Organization reflect salaries, benefits and personnel changes addressed in the FY 2019-2020 Budget, as well as provisions of applicable MOUs, Resolutions, and Employment Agreements that have already been approved by the City Council. The schedule also includes the extension of similar benefits to the unrepresented confidential employees as with the general employees.

The Salary Schedule also reflects existing compensation and benefits plan for both elected officers, and non-elected officers, including commissioners, full-time employees, as well as seasonal and part-time employees.

**BUDGET IMPACT:**

Sufficient funds are included in the FY 2019-2020 Budget to cover all the salary and benefit adjustments as stipulated in the MOUs and Employment Agreements.

**CONCLUSION:**

Approval of the amended Salary Plan and Table of Organization is necessary to implement applicable changes in the FY 2019-2020 Budget, as well as the provisions of applicable MOUs, Resolutions, and Employment Agreements.

**ATTACHMENTS:**

- A. Resolution No. 7919
- B. Resolution No. 7920

## ATTACHMENT "A"

**RESOLUTION NO. 7919**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A SALARY PLAN FOR CERTAIN ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES OF THE CITY OF SAN FERNANDO AND REPEALING RESOLUTION NO. 7866 ADOPTED JUNE 18, 2018 AND ALL RESOLUTIONS AMENDATORY THEREOF AND ALL MOTIONS OR ACTIONS OF THE CITY COUNCIL IN CONFLICT HERewith**

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

**SECTION 1:**

The following schedules are hereby adopted as the salary range and step schedules for non-elective officers and employees of the City of San Fernando:

- **SCHEDULE "G": FOR GENERAL - SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION (SFPEA)**
- **SCHEDULE "GPD": FOR GENERAL - SAN FERNANDO POLICE CIVILIANS' ASSOCIATION (SFPCA)**
- **SCHEDULE "C": FOR CONFIDENTIAL EMPLOYEES**
- **SCHEDULE "P": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION (SFPOA)**
- **SCHEDULE "MP": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION MANAGEMENT UNIT (SFPOA-PMU)**
- **SCHEDULE "M": FOR MANAGEMENT EMPLOYEES - SAN FERNANDO MANAGEMENT GROUP (SFMG)**
- **SCHEDULE "DH": FOR DEPARTMENT HEADS**
- **SCHEDULE "H": FOR HOURLY EMPLOYEES - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**
- **SCHEDULE "HFE": FOR HOURLY FULL-TIME EQUIVALENT - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**
- **SCHEDULE "PFE": FOR HOURLY FULL-TIME EQUIVALENT - POLICE SERVICE EMPLOYEES**

**(Details of the respective schedules are on pages 2 thru 5)**



**SCHEDULE G  
FOR  
GENERAL EMPLOYEES (SFPEA)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
64	3156	3329	3514	3707	3910
67	3616	3818	4026	4248	4482
68	3672	3874	4092	4312	4549
69	3720	3926	4140	4368	4607
70	3800	4011	4229	4461	4706
71	3820	4029	4251	4484	4731
72	3930	4146	4373	4614	4866
73	4014	4231	4464	4708	4968
76	4173	4398	4641	4898	5166
79	4368	4608	4862	5130	5413
82	4568	4820	5085	5364	5658
88	4997	5272	5563	5867	6188
89	5073	5350	5645	5957	6283
95	5546	5850	6171	6512	6868
96	5629	5936	6263	6610	6973
103	6246	6588	6954	7334	7738
104	6341	6687	7058	7444	7854
105	6436	6788	7164	7556	7972

**SCHEDULE GPD  
FOR  
GENERAL EMPLOYEES  
(POLICE DEPARTMENT - SFPCA)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
72	3246	3423	3610	3811	4019
74	3340	3522	3715	3922	4136
77	3494	3687	3888	4101	4325
78	3537	3729	3935	4152	4381
81	3692	3894	4109	4334	4572
82	3745	3949	4167	4397	4639
83	3795	4003	4224	4455	4700
87	4012	4231	4463	4708	4965
91	4233	4450	4689	4940	5202
92	4265	4498	4744	5005	5278
94	4377	4601	4848	5108	5379

**SCHEDULE GPD  
FOR  
GENERAL EMPLOYEES  
(POLICE DEPARTMENT - SFPCA)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>100</b>	<b>4873</b>	<b>5143</b>	<b>5426</b>	<b>5726</b>	<b>6037</b>
<b>105</b>	<b>5248</b>	<b>5534</b>	<b>5837</b>	<b>6157</b>	<b>6496</b>
<b>106</b>	<b>5326</b>	<b>5616</b>	<b>5926</b>	<b>6250</b>	<b>6594</b>
<b>107</b>	<b>5406</b>	<b>5701</b>	<b>6015</b>	<b>6344</b>	<b>6692</b>

**SCHEDULE C  
FOR  
CONFIDENTIAL EMPLOYEES (UNREPRESENTED)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>68</b>	<b>4089</b>	<b>4294</b>	<b>4506</b>	<b>4731</b>	<b>4968</b>
<b>71</b>	<b>4401</b>	<b>4621</b>	<b>4852</b>	<b>5094</b>	<b>5349</b>
<b>77</b>	<b>5105</b>	<b>5360</b>	<b>5629</b>	<b>5910</b>	<b>6205</b>

**SCHEDULE P  
FOR  
SWORN POLICE EMPLOYEES (SFPOA)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>73</b>	<b>5696</b>	<b>6008</b>	<b>6342</b>	<b>6686</b>	<b>7057</b>
<b>95</b>	<b>7080</b>	<b>7470</b>	<b>7881</b>	<b>8314</b>	<b>8774</b>

**SCHEDULE MP  
FOR  
SWORN POLICE MANAGEMENT (SFPOA-PMU)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>75</b>	<b>9535</b>	<b>10011</b>	<b>10511</b>	<b>11037</b>	<b>11589</b>

**SCHEDULE M  
FOR  
MANAGEMENT EMPLOYEES (SFMG)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>55</b>	<b>5674</b>	<b>5958</b>	<b>6258</b>	<b>6571</b>	<b>6900</b>
<b>64</b>	<b>6989</b>	<b>7338</b>	<b>7705</b>	<b>8091</b>	<b>8495</b>
<b>68</b>	<b>7677</b>	<b>8061</b>	<b>8464</b>	<b>8887</b>	<b>9332</b>

**SCHEDULE DH  
FOR  
DEPARTMENT HEADS (UNREPRESENTED)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>75</b>	<b>9130</b>	<b>9587</b>	<b>10066</b>	<b>10569</b>	<b>11098</b>
<b>79</b>	<b>10079</b>	<b>10583</b>	<b>11111</b>	<b>11668</b>	<b>12249</b>

**SCHEDULE H  
FOR  
PART-TIME HOURLY EMPLOYEES (SFPEBU)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>44</b>	<b>12.00</b>	<b>12.51</b>	<b>13.04</b>	<b>13.29</b>	<b>14.18</b>
<b>45</b>	<b>12.19</b>	<b>12.73</b>	<b>13.32</b>	<b>13.92</b>	<b>14.55</b>
<b>46</b>	<b>12.32</b>	<b>12.87</b>	<b>13.44</b>	<b>14.05</b>	<b>14.68</b>
<b>47</b>	<b>12.58</b>	<b>13.12</b>	<b>13.70</b>	<b>14.29</b>	<b>14.92</b>
<b>48</b>	<b>12.75</b>	<b>13.33</b>	<b>13.92</b>	<b>14.55</b>	<b>15.28</b>
<b>52</b>	<b>13.17</b>	<b>13.75</b>	<b>14.34</b>	<b>14.97</b>	<b>15.63</b>
<b>65</b>	<b>14.67</b>	<b>15.48</b>	<b>16.34</b>	<b>17.25</b>	<b>18.18</b>
<b>71</b>	<b>15.80</b>	<b>16.56</b>	<b>17.35</b>	<b>18.17</b>	<b>19.04</b>
<b>92</b>	<b>20.16</b>	<b>21.27</b>	<b>22.43</b>	<b>23.66</b>	<b>24.95</b>
<b>93</b>	<b>20.57</b>	<b>21.72</b>	<b>22.89</b>	<b>24.16</b>	<b>25.49</b>
<b>94</b>	<b>20.71</b>	<b>21.86</b>	<b>23.08</b>	<b>24.33</b>	<b>25.67</b>

**SCHEDULE HFE  
FOR  
PART TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT  
(SFPEBU)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>96</b>	<b>18.73</b>	<b>19.75</b>	<b>20.83</b>	<b>21.99</b>	<b>23.19</b>
<b>104</b>	<b>20.16</b>	<b>21.27</b>	<b>22.43</b>	<b>23.66</b>	<b>24.95</b>
<b>110</b>	<b>21.46</b>	<b>22.65</b>	<b>23.88</b>	<b>25.20</b>	<b>26.58</b>
<b>116</b>	<b>23.15</b>	<b>24.41</b>	<b>25.75</b>	<b>27.16</b>	<b>28.64</b>

**SCHEDULE PFE  
FOR  
HOURLY POLICE SERVICE EMPLOYEES - FULL TIME EQUIVALENT  
(UNREPRESENTED)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>140</b>	<b>32.86</b>	<b>34.86</b>	<b>36.59</b>	<b>38.57</b>	<b>40.71</b>

**SECTION 2: ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES**

The following non-elective officers and employees of the City of San Fernando shall be paid for their services to the City the compensation as hereinafter set forth.

- (A) **SALARY RANGE NUMBER AND SCHEDULES ASSIGNED** – Non-elected officers and employees set forth in this subsection (a) shall be paid the salary and wages for the classification assigned at the range and step of the applicable salary schedule.

<b>CLASSIFICATION</b>	<b>SALARY RANGE NUMBER/ SCHEDULE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Associate Planner	<b>96G</b>	<b>5629</b>	<b>5936</b>	<b>6263</b>	<b>6610</b>	<b>6973</b>
Building Maintenance Worker/ Electrical Helper	<b>70G</b>	<b>3800</b>	<b>4011</b>	<b>4229</b>	<b>4461</b>	<b>4706</b>
Building & Safety Supervisor	<b>103G</b>	<b>6246</b>	<b>6588</b>	<b>6954</b>	<b>7334</b>	<b>7738</b>
City Clerk	<b>FLAT RATE</b>	<b>8936.53</b>				
City Manager	<b>FLAT RATE</b>	<b>15416.67</b>				
Civil Engineering Assistant II	<b>104G</b>	<b>6341</b>	<b>6687</b>	<b>7058</b>	<b>7444</b>	<b>7854</b>

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Community Development Secretary	<b>76G</b>	<b>4173</b>	<b>4398</b>	<b>4641</b>	<b>4898</b>	<b>5166</b>
Community Preservation Officer	<b>87GPD</b>	<b>4012</b>	<b>4231</b>	<b>4463</b>	<b>4708</b>	<b>4965</b>
Community Service Officer	<b>77GPD</b>	<b>3494</b>	<b>3687</b>	<b>3888</b>	<b>4101</b>	<b>4325</b>
Community Services Supervisor	<b>88G</b>	<b>4997</b>	<b>5272</b>	<b>5563</b>	<b>5867</b>	<b>6188</b>
Cultural Arts Supervisor	<b>88G</b>	<b>4997</b>	<b>5272</b>	<b>5563</b>	<b>5867</b>	<b>6188</b>
Deputy City Clerk/ Management Analyst	<b>55M</b>	<b>5788</b>	<b>6077</b>	<b>6383</b>	<b>6702</b>	<b>7039</b>
Director of Community Development	<b>79DH</b>	<b>10079</b>	<b>10583</b>	<b>11111</b>	<b>11668</b>	<b>12249</b>
Director of Finance	<b>79DH</b>	<b>10079</b>	<b>10583</b>	<b>11111</b>	<b>11668</b>	<b>12249</b>
Director of Public Works	<b>79DH</b>	<b>10079</b>	<b>10583</b>	<b>11111</b>	<b>11668</b>	<b>12249</b>
Director of Recreation and Community Services	<b>75DH</b>	<b>9130</b>	<b>9587</b>	<b>10066</b>	<b>10569</b>	<b>11098</b>
Electrical Supervisor	<b>95G</b>	<b>5546</b>	<b>5850</b>	<b>6171</b>	<b>6512</b>	<b>6868</b>
Equipment and Materials Supervisor	<b>95G</b>	<b>5546</b>	<b>5850</b>	<b>6171</b>	<b>6512</b>	<b>6868</b>
Executive Assistant to the City Manager	<b>77C</b>	<b>5105</b>	<b>5360</b>	<b>5629</b>	<b>5910</b>	<b>6205</b>
Finance Office Specialist	<b>68G</b>	<b>3672</b>	<b>3874</b>	<b>4092</b>	<b>4312</b>	<b>4549</b>
Management Analyst	<b>55M</b>	<b>5788</b>	<b>6077</b>	<b>6383</b>	<b>6702</b>	<b>7039</b>
Mechanical Helper	<b>67G</b>	<b>3616</b>	<b>3818</b>	<b>4026</b>	<b>4248</b>	<b>4482</b>
Meter Technician	<b>72G</b>	<b>3930</b>	<b>4146</b>	<b>4373</b>	<b>4614</b>	<b>4866</b>
Office Clerk	<b>64G</b>	<b>3156</b>	<b>3329</b>	<b>3514</b>	<b>3707</b>	<b>3910</b>
Office Specialist	<b>71G</b>	<b>3820</b>	<b>4029</b>	<b>4251</b>	<b>4484</b>	<b>4731</b>
Payroll Technician	<b>68C</b>	<b>4089</b>	<b>4294</b>	<b>4506</b>	<b>4731</b>	<b>4968</b>
Personnel Manager	<b>68M</b>	<b>7831</b>	<b>8222</b>	<b>8634</b>	<b>9064</b>	<b>9518</b>
Personnel Technician	<b>71C</b>	<b>4401</b>	<b>4621</b>	<b>4852</b>	<b>5094</b>	<b>5349</b>
Police Cadet	<b>73P</b>	<b>5696</b>	<b>6008</b>	<b>6342</b>	<b>6686</b>	<b>7057</b>
Police Chief	<b>FLAT RATE</b>	<b>13804.00</b>				



CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Police Desk Officer	<b>91GPD</b>	<b>4233</b>	<b>4450</b>	<b>4689</b>	<b>4940</b>	<b>5202</b>
Police Lieutenant	<b>75MP</b>	<b>9535</b>	<b>10011</b>	<b>10511</b>	<b>11037</b>	<b>11589</b>
Police Office Specialist	<b>78GPD</b>	<b>3537</b>	<b>3729</b>	<b>3935</b>	<b>4152</b>	<b>4381</b>
Police Officer	<b>73P</b>	<b>5696</b>	<b>6008</b>	<b>6342</b>	<b>6686</b>	<b>7057</b>
Police Records Specialist	<b>72GPD</b>	<b>3246</b>	<b>3423</b>	<b>3610</b>	<b>3811</b>	<b>4019</b>
Police Records Supervisor/ Systems Administrator	<b>105GPD</b>	<b>5248</b>	<b>5534</b>	<b>5837</b>	<b>6157</b>	<b>6496</b>
Police Sergeant	<b>95P</b>	<b>7080</b>	<b>7470</b>	<b>7881</b>	<b>8314</b>	<b>8774</b>
Program Specialist	<b>69G</b>	<b>3720</b>	<b>3926</b>	<b>4140</b>	<b>4368</b>	<b>4607</b>
Property Control Officer	<b>81GPD</b>	<b>3692</b>	<b>3894</b>	<b>4109</b>	<b>4334</b>	<b>4572</b>
Public Works Administrative Coordinator	<b>79G</b>	<b>4368</b>	<b>4608</b>	<b>4862</b>	<b>5130</b>	<b>5413</b>
Public Works Field Supervisor I	<b>82G</b>	<b>4568</b>	<b>4820</b>	<b>5085</b>	<b>5364</b>	<b>5658</b>
Public Works Field Supervisor II	<b>89G</b>	<b>5073</b>	<b>5350</b>	<b>5645</b>	<b>5957</b>	<b>6283</b>
Public Works Maintenance Worker	<b>67G</b>	<b>3616</b>	<b>3818</b>	<b>4026</b>	<b>4248</b>	<b>4482</b>
Public Works Office Specialist	<b>76G</b>	<b>4173</b>	<b>4398</b>	<b>4641</b>	<b>4898</b>	<b>5166</b>
Public Works Superintendent	<b>105G</b>	<b>6436</b>	<b>6788</b>	<b>7164</b>	<b>7556</b>	<b>7972</b>
Recreation Supervisor	<b>88G</b>	<b>4997</b>	<b>5272</b>	<b>5563</b>	<b>5867</b>	<b>6188</b>
Senior Account Clerk	<b>68G</b>	<b>3672</b>	<b>3874</b>	<b>4092</b>	<b>4312</b>	<b>4549</b>
Senior Accountant	<b>64M</b>	<b>7129</b>	<b>7485</b>	<b>7859</b>	<b>8253</b>	<b>8665</b>
Senior Maintenance Worker	<b>73G</b>	<b>4014</b>	<b>4231</b>	<b>4464</b>	<b>4708</b>	<b>4968</b>
Treasury Manager	<b>55M</b>	<b>5788</b>	<b>6077</b>	<b>6383</b>	<b>6702</b>	<b>7039</b>
Water Pump Operator/ Backflow Technician	<b>76G</b>	<b>4173</b>	<b>4398</b>	<b>4641</b>	<b>4898</b>	<b>5166</b>
Water Superintendent	<b>105G</b>	<b>6436</b>	<b>6788</b>	<b>7164</b>	<b>7556</b>	<b>7972</b>

(B) **SEASONAL AND HOURLY POSITIONS** – Seasonal employees and employees hired on an hourly basis shall be paid hourly rates for assigned classifications as follows:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
City Maintenance Helper	65H	14.67	15.48	16.34	17.25	18.18
Community Service Officer	104HFE	20.16	21.27	22.43	23.66	24.95
Community Preservation Officer	116HFE	23.15	24.41	25.75	27.16	28.64
Crossing Guard	44H	12.00	12.51	13.04	13.59	14.18
Day Camp Counselor	44H	12.00	12.51	13.04	13.59	14.18
Junior Cadet	45H	12.19	12.73	13.32	13.92	14.55
Deputy City Clerk	93H	20.57	21.72	22.89	24.16	25.49
Office Clerk/Cashier	48H	12.75	13.33	13.92	14.55	15.28
Personnel Assistant	94H	20.71	21.86	23.08	24.33	25.67
Police Cadet	140PFE	32.86	34.86	36.59	38.57	40.71
Police Officer	140PFE	32.86	34.86	36.59	38.57	40.71
Police Records Specialist	96HFE	18.73	19.75	20.83	21.99	23.19
Pool Attendant/ Cashier	44H	12.00	12.51	13.04	13.59	14.18
Program Specialist	110HFE	21.46	22.65	23.88	25.20	26.58
Public Works Maintenance Helper	65H	14.67	15.48	16.34	17.25	18.18
Recreation Leader I	44H	12.00	12.51	13.04	13.59	14.18
Recreation Leader II	47H	12.58	13.12	13.70	14.29	14.92
Recreation Leader III	71H	15.80	16.56	17.35	18.17	19.04
Senior Day Camp Counselor	52H	13.17	13.75	14.34	14.97	15.63

**(C) COMPENSATION FOR COMMISSIONS, BOARDS, AND COMMITTEE MEMBERS**

The members of the following commissions, boards, and committees, who are not employees of the City, shall be paid the amount hereinafter specified for each meeting.

**COMMISSION OR COMMITTEE**

**COMPENSATION PER  
MEETING ATTENDED  
(NOT TO EXCEED ONE  
MEETING PER MONTH)**

Disaster Council

\$75.00

Education Commission	\$75.00
Planning and Preservation Commission	\$75.00
Parks, Wellness, and Recreation Commission	\$75.00
Transportation and Safety Commission	\$75.00

**(D) COMPENSATION FOR COUNCIL MEMBERS**

The members of the City Council shall be paid compensation in the amount of \$580.00 per month.

For other benefits applicable to Council members, please refer to Section 3(J) below.

**(E) COMPENSATION FOR CITY TREASURER**

The City Treasurer shall be paid compensation in the amount of \$50.00 per month.

**SECTION 3: ADDITIONAL COMPENSATION AND BENEFITS**

The following elective and non-elective officers, as well as employees shall be paid compensation in addition to the basic salary set forth in Section 2 as follows:

**(A) GENERAL AND CONFIDENTIAL EMPLOYEES**

Salary and benefits listed here apply to full-time employees assigned to **Schedule G** for full-time General Employees (SFPEA) and reflect stipulations in the last MOU. They also apply to non-represented full-time employees assigned to **Schedule C** for regular Confidential Employees.

**(1) SALARY**

A. The salary ranges shown under **Schedules G and C** reflect the following, per the last negotiated MOU between the City and SFPEA:

- i. Effective the first full pay period following July 1, 2019, the base salary for each of the classifications shall be increased by two percent (2%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over the base salary of each respective employee.

**(2) LONGEVITY PAY**

- A. The City shall pay unit employees that have completed 10 years of continuous service with the City, an additional 3% above the base salary step.
- B. The City shall pay unit employees that have completed 20 years of continuous service with the City, an additional 1% above the previous first longevity step, for a total of 4% above their base salary.

- C. The City shall pay unit employees that have completed 30 years of continuous service with the City, an additional 1% above the previous second longevity step, for a total of 5% above their base salary.
- D. An employee on leave of absence without pay or any form of leave without pay, with the exception of Federal or State family medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

(3) **BILINGUAL BONUS**

A monthly bilingual bonus shall be paid to those unit employees that qualify in accordance with the following conditions:

- A. Field Employees: \$50 per month provided:
  - i. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City;
  - ii. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.
- B. Counter Employees: \$100 per month provided:
  - i. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City.
  - ii. The employee is employed in a job classification whose primary duties require the employee to communicate with members of the public.
- C. Written Translation of City Materials: \$25 per month: Employees who otherwise qualify for a bilingual bonus under subsection A and B above, shall receive an additional \$25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.
- D. Grandfather Provision: Any field employee who has received bilingual pay of \$100 per month on a continuous basis since July 1, 2017 will receive the bilingual bonus in accordance with provisions set forth in subsection B above.

(4) **OVERTIME**

Non-exempt employees who work under the regular 7:30 a.m. - 5:30 p.m., 8a.m. – 5:00 p.m., Monday–Friday schedule, must be paid overtime or granted compensatory time off (CTO) at the employee's request, for all hours worked over forty (40) hours

in a seven-day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have a designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the employee's request. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, employees will be based upon actual hours worked, which shall include vacation, holiday, and sick time.

Overtime will be equitably distributed amongst qualified employees within their department and classification. The City will develop a form which will be provided to the employee who is offered the overtime and which allows the employee to indicate by his/her signature in what manner they want the overtime to be compensated (i.e. monetarily or through CTO).

The rate at which Contract (i.e., MOU) Overtime is calculated shall not include the City's Cafeteria Plan Allowance, the opt-out allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance as set forth in applicable section of the SFPEA MOU, by choosing benefits which cost less than the Allowance.

**(5) COMPENSATORY TIME OFF (CTO)**

Unit employees may accrue a maximum of 100 CTO hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee's immediate supervisor or their designee. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the Department operations or impose an unreasonable burden on the Department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

**(6) COURT APPEARANCE PAY**

Any unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

**(7) SHIFT DIFFERENTIAL PAY**

The City pays, in addition to base salary, an additional ninety dollars (\$90) per month to unit members required to work swing shift, and one hundred and twenty dollars (\$120) per month to unit members required to work graveyard shift.



When an employee is assigned to a specific shift eligible for shift differential pay, the employee will be paid the shift differential rate for that shift. In the event an employee works a different shift to fill in for sick leave, vacation, etc., employee will be paid at the rate for his/her assigned shift.

(8) **STAND-BY PAY**

All employees who are assigned to mandatory stand-by on the weekends and holidays shall be paid stand-by pay at the rate of \$1.50 per hour during the period when they are required to stand-by.

Employees assigned to mandatory stand-by must:

- A. Provide a phone number at which they can be contacted if a stand-by phone is not issued.
- B. Report to work within 1 hour of being contacted.
- C. Not be under the influence of alcohol, unlawful substances, or prescribed drugs that may impair their ability to perform duties.

*At no point shall more than three (3) employees be on stand-by from all the divisions combined (including Water, Street and Tree, and Facilities).*

(9) **SPECIAL PROJECTS BONUS PAY**

Employees in Public Works when assigned to the Special Projects Squad shall receive \$5.00 per hour for each hour over their base salary worked on designated special projects. Special Projects pay will not be paid in addition to Inspector pay. No more than three (3) persons will be authorized to receive Special Projects pay for any project; a fourth employee may be assigned to the Special Projects crew at the discretion of the Director of Public Works or their designee.

A “special project” shall be any new project work approved by the Director of Public Works which meets the following first criterion and at least one or more of the remaining criteria:

- A. Nature of Work: Special projects shall typically be one time, unique construction projects, and does not include on-going routine maintenance duties or deferred maintenance duties.
- B. Short Deadline: Work which would normally be performed as contractual services, but due to an immediate deadline, cannot reasonably be procured in a timely manner by the informal or formal City procurement process.
- C. Unique Knowledge/Skills: Work which would normally be performed as contractual services, but may be performed more efficiently or effectively by

Public Works employees due to their unique knowledge of the project and/or work conditions, or due to special skills.

- D. Demonstrated Cost Savings: Work which would normally be performed by contractual services, but when assigned to Public Works employees can be performed more efficiently or effectively resulting in demonstrated project cost savings.

**(10) WEEKEND BONUS PAY**

The City shall provide weekend bonus pay to any employees assigned to rotating weekend work assignments. Employees who request to work the weekend shall not be eligible for Weekend Bonus Pay.

Any eligible employee that is required and scheduled to perform Weekend Shift duties will be compensated at the rate of an additional \$2.50 per hour over his or her base salary, for those hours spent on weekend assignment. To be eligible for Weekend Bonus Pay, the staff member must be regularly assigned and scheduled to work a weekend. Compensation for weekend shift shall be the employee's base salary plus the weekend bonus pay for hours worked on weekends. Weekend Bonus Pay shall not be included in the determination of Overtime premium rate or comp time. It shall not be combined with other established premium compensation such as stand-by pay, or any other shift pay.

**(11) INSPECTOR DUTY PAY**

The City agrees to continue the specialized inspector pay provisions consistent with agreed upon procedures including but not limited to requiring approval by the Department Head and providing for no more than one (1) inspector per project except by official exemption.

Any eligible Public Works field/building maintenance and/or utility employee who is required and scheduled to perform Inspector duties, which are outside of the duties provided in their class specification, will be compensated at the rate of an additional \$6.00 per hour over his or her base salary, for those hours actually spent on inspection.

To be eligible for Inspector Duty Pay, the employee must be certified and be on a Certification List created by the appropriate Department Head. An employee qualifies as "certified" for purposes of Inspector Duty Pay if they have (1) received state or local certification in the inspection subject, or in a related field, and/or (2) received and successfully completed City-sponsored trainings in the inspection subject or in a related field.

**(12) CALL BACK**

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1.5) times his/her regular hourly pay. The

minimum period to be compensated for any such “callback” time shall be two (2) hours.

**(13) WORKING OUT OF CLASS**

An employee assigned by his or her Department Head, with City Manager approval, to perform duties outside of his or her job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary. This five percent working out of class pay shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified.

**(14) ACTING OUT OF CLASS**

An employee assigned by his or her Department Head, with City Manager approval to perform duties of a higher level position or to act in a higher capacity outside of their own classification shall be paid at the rate of five percent (5%) higher than their current BASE salary, retroactive to the first day of the assignment, effective the fifth consecutive business day of working in that higher level assignment. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the higher classification or five percent (5%), whichever is higher, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher level position, and has completed at least six (6) consecutive months in the higher level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six consecutive months in that higher level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours.

The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

**(15) HOLIDAY LEAVE**

Employees who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1 1/2) times their base salary rate of pay in addition to their regular rate of pay for all hours worked.

Each unit employee shall be entitled to the following holidays with pay:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day

Cesar Chavez Birthday (When Cesar Chavez birthday falls on any day except Monday, the holiday will be observed on the Friday following the actual holiday).

Memorial Day

Independence Day

Labor Day

Float day —

(Each July 1, employees will accrue a Floating holiday, if not used within 12 months of receipt of the holiday, the Floating holiday is lost).

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

# **(16) VACATION LEAVE**

Vacation leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

Unit members may, at the employee's discretion, carryover up to and including two years' worth of his/her current annual vacation allowance for use in the following year.

An employee who is denied vacation leave due to the Departments staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation time over and above the cap until such time as the department is able to allow sufficient vacation leave to bring the employee under the cap. This provision shall not apply if an employee first requests vacation leave within 24 hours or less of reaching his/her accrual cap.

The City shall provide for vacation leave accrual on a payroll to payroll basis as follows:

- |    |   |                    |
|----|---|--------------------|
| A. | <u>Years of Service and Annual Accrual</u>          | <u>Accrual Cap</u> |
|    | 1. 10 days (80 hours) for 1 to 4 years of service   | 160 hours          |
|    | 2. 15 days (120 hours) for 5 to 10 years of service | 240 hours          |
|    | 3. 16 days (128 hours) for 11 years of service      | 256 hours          |
|    | 4. 17 days (136 hours) for 12 years of service      | 272 hours          |
|    | 5. 18 days (144 hours) for 13 years of service      | 288 hours          |
|    | 6. 19 days (152 hours) for 14 years of service      | 304 hours          |
|    | 7. 20 days (160 hours) for 15 years of service      | 320 hours          |
- B. Vacation Cash Out: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to 40 hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay.

On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued vacation remaining after the cash out. If, however, the employee's vacation leave balance would result in less than eighty (80) hours remaining after the cash out, the employee will receive cash for the amount of leave above eighty (80) hours that the employee has accrued at the time of the cash out.

**(17) OTHER BENEFITS**

For other benefits such as uniform allowance, tuition and mileage reimbursements, sick leave, bereavement, catastrophic leave, Workers' Compensation, medical, dental, vision insurance, and retirement, and so on, that apply to Schedule G, please refer to their MOU (Contract No. 1887).

**(B) NON-SWORN GENERAL EMPLOYEES**

Salary and benefits listed here apply to full-time, non-sworn general employees (i.e., San Fernando Police Civilians' Association (SFPCA) members) assigned to **Schedule GPD**, and reflect stipulations in the last MOU. These may change depending on the outcome of pending labor negotiations.

**(1) SALARY**

The salaries shown for SFPCA unit employees reflect stipulations from the last negotiated MOU (Contract No. 1794), and does not include any increase for Fiscal Year 2019-2020 pending conclusion of labor negotiations.

**(2) LONGEVITY PAY**

The City shall pay longevity to all eligible unit employees as follows:

- A. Upon completion of 10 years of continuous service from date of hire, an additional 3% above the base salary step for each eligible employee.
- B. Upon completion of 20 years of continuous service from date of hire, an additional 1% above the previous first longevity step, for a total of 4% above the base salary step of each eligible employee.
- C. Upon completion of 30 years of continuous service from date of hire, an additional 1% above the previous second longevity step, for a total of 5% above the base salary step of each eligible employee.
- D. An employee on leave of absence without pay or any form of leave without pay, with the exception of Federal or State family medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

(3) **BILINGUAL PAY**

A bonus of \$100.00 per month shall be paid to those unit employees that qualify in accordance with the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on written and/or oral testing procedure selected by the City; and
- B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

(4) **OVERTIME**

Non-exempt employees who work under the regular 8a.m. – 5:00 p.m., Monday–Friday schedule, must be paid overtime or granted compensatory time off (CTO) at the employee's request for all hours worked over forty (40) hours in a seven-day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have a designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the employee's request. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, employees will be based upon actual hours worked.

Overtime will be equitably distributed amongst qualified employees on a rotational basis. Overtime worked cannot interfere with an employee's assigned work schedule, which would allow seven and one-half (7 ½) hours between assigned work shifts (e.g. an employee cannot work a twelve-hour shift followed by an overtime shift or more than four hours; and then work his/her assigned shift consecutively as this would leave less than seven and one-half hours of rest time between assigned shifts).

Overtime offered to bargaining unit employees shall be posted to give members ample time to sign up for the overtime. A senior unit member may bump a junior member, as long as it does not interfere with the senior member's assigned work shift schedule. If a bargaining unit member calls out sick, overtime (if needed to cover the shift) will be offered on a seniority basis to cover the employee that has called out for his/her work shift (as long as overtime does not interfere with unit member's assigned shifts).

(5) **COMPENSATORY TIME OFF (CTO)**

The maximum number of CTO hours any non-exempt, non-sworn employee may accrue is 100 hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.



The scheduling and use of CTO shall be subject to the approval of the employee's Department Head. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the Department operations or impose an unreasonable burden on the Department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

**(6) CALL BACK**

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1.5) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

**(7) HOLIDAY LEAVE**

Each unit employee shall be entitled to the following holidays with pay (8 hours per holiday):

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

Floating holiday hours are credited each July 1<sup>st</sup> and must be used before June 30<sup>th</sup>. Unused floating holiday hours are not to be carried forward.

Employees that work a 5/8 or 9/80 schedule who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1-1/2) times their normal rate of pay in addition to pay for all hours worked.

Employees that work a modified 3/12 work week shall be granted the same holidays as above and shall accrue 96 hours of Holiday leave per year, and shall be credited with 48 hours of Holiday leave each January 1<sup>st</sup>, and an additional 48 hours of Holiday leave each July 1<sup>st</sup>. Employees on the 3/12 work week shall schedule holiday leave in accordance with Police Departmental procedures.

Employees on the 3/12 work week will only be permitted to carry over 96 hours of accrued but unused holiday leave from one calendar year to the next. Employees on the 3/12 work week who, as of January 1<sup>st</sup>, have not lowered their accrued Holiday leave to 96 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 96-hour cap. At that time, the employee will receive his/her full 48-hour allotment for that half year. Upon employee's separation from the City, any unused holiday leave shall be compensated at his/her regular rate of pay.

**(8) UNIFORM ALLOWANCE**

The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

- A. For non-sworn, full-time employees in the Police Department, the City shall provide two (2) complete sets of uniforms, an initial issue of one jacket with biennial (every two years) replacements, an annual uniform allowance of \$300 per year. In addition, unit employees who are required to wear certain shoes/boots for their position will receive \$100 per fiscal year to purchase work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

The uniforms shall consist of:

**Clerical** – Blouse, skirt, pants, blazer, and vest

**Police Desk Officer** – Pants, skirt, shirt, and belt

**Community Service Officer** – Pants, shirt, jacket, belt, and name tag.

- B. Community Development Department field workers shall be provided with an initial issue of one appropriate jacket with biennial (every two years) replacements, subject to Department head approval, and a pair of work shoes annually.
- C. Community Preservation Officers will be provided with a uniform as required by the Department. All purchases shall be made in accordance with the City's purchasing policy.

Where uniform allowances are to be paid as stipulated above, they shall be paid by separate payroll checks bi-annually in the first full non-payroll week after November 15<sup>th</sup> and May 15<sup>th</sup>. Worn uniforms may be replaced by the City subject to the Department head's approval. All worn uniforms must be turned in upon being replaced.

**(9) COURT APPEARANCE PAY**

Any bargaining unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1 ½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(10) **WORKING OUT OF CLASS**

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of 5% higher than one's current salary. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Only trained Police Department personnel should be allowed to perform strip searches or Jailer duties. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(11) **OTHER BENEFITS**

For other benefits such as tuition and mileage reimbursements, vacation leave, medical, dental, vision insurance, retirement, and so on, that apply to Schedule GPD, please refer to their specific MOU (Contract No. 1794).

(C) **PART-TIME EMPLOYEES**

Salary and benefits listed here apply to part-time employees assigned to **Schedules H** (regular Hourly employees), **HFE** (Hourly Full-Time Equivalent employees), and **PFE** (Hourly Police Service employees), respectively, and reflect stipulations in the last MOU. **Schedule PFE** shall apply to police service employees, such as Police Cadet, and Police Reserve Officers when they're activated for active Police Officer duties on an hourly basis.

(1) **SALARY**

The hourly rates shown under **Schedules H** and **HFE** reflect stipulations in the last MOU (Contract No. 1838), as follows:

- A. Classifications without Full-time Equivalency (FTE), categorized as **Schedule H**, and which have salary ranges above the required minimum wage, shall receive an increase in base salary which is equal to the average increase received by classifications in the City's full-time non-sworn and non-management bargaining units (i.e SFPEA and SFPCA). Such increases shall be effective on the same date as the classifications with an FTE.
- B. Classifications with Full-Time Equivalency (FTE), categorized as **Schedule HFE**, shall receive the same increase in base salary as the FTE positions. Such increases shall be effective on the same date as the FTE positions.
- C. For Classifications that are directly impacted by the State mandated Minimum Wage Standard, as per State Senate Bill (SB) 3, effective July 1, 2019, salaries currently listed in this Resolution reflect no Cost of Living Adjustment. However, effective the pay period which includes January 1, 2020, base salaries of these classifications (i.e. Crossing Guard, Day Camp Counselor, Junior Cadet, Senior Day Camp Counselor, Pool Attendant/Cashier, Recreation Leaders I, II, and III) shall be increased by eight and three-tenths percent (8.3%), as per the MOU, and the minimum wage shall be thirteen dollars (\$13.00) per hour.

(2) **VACATION LEAVE**

In order to facilitate the transition in methodology from accruals based upon continuous years of employment to accruals based upon actual hours of service, the MOU (Contract No. 1838) stipulates as follows:

Effective January 1, 2017, each employee shall accrue vacation leave based upon hours actually worked each pay period, and the leave shall be calculated at a rate based upon total hours of City service, as follows:

- A. An employee with less than ten thousand (10,000) total hours of City service shall not accrue any vacation leave hours.
- B. An employee with then thousand (10,000) and up to twenty thousand (20,000) total hours of City service shall accrue 0.04 hours of vacation leave for each hour actually worked.
- C. An employee with twenty thousand (20,000) and up to twenty-five thousand (25,000) total hours of City service shall accrue 0.06 hours of vacation leave for each hour actually worked.
- D. An employee with twenty-five thousand (25,000) or more total hours of City service shall accrue 0.07 hours of vacation leave for each hour actually worked.

The maximum vacation leave accumulation for each unit employee shall be one hundred (100) hours. Except as otherwise provided hereafter, employees shall cease to accrue any additional hours until the vacation leave bank falls below the maximum accumulation cap. An employee denied vacation due to department staffing issues, who exceeds the maximum vacation accumulation cap due to such denial, shall continue to accrue vacation leave in excess of the cap until the department is able to allow sufficient vacation leave to bring the employee under the cap. However, this provision shall not apply if an employee does not request vacation leave until twenty-four (24) hours or less of reaching the maximum accumulation cap.

Upon death, retirement, or separation from service, an employee or his/her designated beneficiary, shall be paid out for one hundred (100%) of his/her accumulated vacation leave. Such vacation hours shall be paid out at the employee's current hourly base salary at the time of the payout. For stipulations regarding deposit of previously earned paid leave, please refer to the MOU (Contract No. 1838).

(3) **BILINGUAL PAY**

The City shall pay a bilingual bonus at the end of each month worked, to unit employees that qualify in accordance with the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
- B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department head and approved in writing by the City Manager.

The bonus shall be paid as follows:

- A. An employee who works seventy-nine (79) hours or less per month shall be paid fifty dollars (\$50.00) per month.
- B. An employee who works eighty (80) hours or more per month shall be paid one hundred dollars (\$100.00) per month.

**(4) UNIFORM ALLOWANCE/EQUIPMENT**

The City shall provide each employee, who is required to wear a uniform, with three (3) complete sets of uniforms upon hire and in July of each fiscal year.

- A. The City will replace up to two (2) sets of uniforms per fiscal year due to damage or excessive wear and tear.
- B. The uniforms shall consist of those that the department deems necessary.
- C. All purchases shall be made in accordance with the City's purchasing policy.
- D. For the purpose of cleaning and laundering such uniforms, the City will continue to provide non-sworn part-time employees in the Police Department with an annual uniform allowance equal to fifty percent (50%) of the amount received by non-sworn full-time employees in the Police Department. As of July 1, 2016, this amount was one hundred and fifty dollars (\$150.00) for eligible employees in this unit.

The City shall provide appropriate gear to employees assigned to work in inclement weather, including but not limited to rain gear and jackets.

Employees who are required to wear specific shoes/boots for their position (i.e. Community Service Officers, Junior Cadets, Community Preservation Officers, and Maintenance Helpers, etc.) shall receive reimbursement for the purchase of such work shoes/boots of up to one hundred dollars (\$100.00) in July of each fiscal year.

**(5) WORKING OUT OF CLASS**

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of at least 5% higher than the employee's current base salary for the duration of such assignment. The City shall

ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formally approved in writing by the Department head.

(6) **OTHER BENEFITS**

For other part-time employee benefits, please refer to their MOU (Contract No. 1838).

(D) **POLICE OFFICERS' ASSOCIATION**

Salary and benefits listed here apply to regular full time employees assigned to **Schedule P**, for Sworn Police Officers and Sergeants, and reflect stipulations in the last MOU (Contract No. 1789)

(1) **SALARY**

The salary ranges shown under **Schedule P** are as negotiated in the last MOU, and does not reflect any cost of living adjustment for FY 2019-2020, pending conclusion of current labor negotiations. The salaries and benefits may change depending on the outcome of the negotiations.

(2) **LONGEVITY PAY**

**For unit employees hired prior to January 1, 2012:**

The City shall pay longevity to all eligible unit members as follows:

- A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
- B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7½%) over and above the base salary step for each employee in this category.
- C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

**For unit employees hired on or after January 1, 2012:**

The City shall pay longevity to all eligible unit members as follows:

- A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the base salary step for each employee in this category.



- B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the base salary step for each employee in this category.
- C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the base salary step for each employee in this category.

(3) **BILINGUAL PAY**

The City shall pay a bilingual bonus of a flat \$100 per month to unit employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

- A. Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
- B. Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department head and approved in writing by the City Manager.

(4) **FIELD TRAINING OFFICER**

The City shall pay any sworn employee whom the department designates as a Field Training Officer (FTO) \$400 per month above his or her base salary.

(5) **MOTOR OFFICER**

The City shall pay any sworn employee whom the department designates as a Motor Officer \$400 per month above his or her base salary.

(6) **CANINE OFFICER**

Employees who are assigned to canine officer detail are entitled to compensation for the off-duty hours spent caring for, cleaning, grooming, feeding and training their canine and maintaining (including cleaning) their canine vehicle/unit. The City and the Association acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to the approximate number of hours per month spent for the performance of canine duties. The Fair Labor Standards Act also allows the City and the Association to agree on appropriate compensation for the performance of canine duties. It is the intent of the City and the Association through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, the City and the Association believe that the following canine pay provision does comply with the requirements of the Fair Labor Standards Act.

The City agrees to pay any sworn employee assigned to canine duties \$400 per month above his or her base salary, plus two (2) hours of premium overtime compensation each week. This amount recognizes that the time spent off duty to care for, clean,

feed, groom and train his or her assigned dog and the maintenance (including cleaning) of his or her assigned vehicle/unit shall be considered hours worked. The City and the Association have analyzed this issue and it has been determined that unit members spend, on average, 20 hours per month performing such work off-duty and that the compensation set forth above is adequate.

(7) **DETECTIVES**

The City shall pay any sworn employee whom the department designates as a Detective \$400 per month above his or her base salary.

(8) **POST CERTIFICATE COMPENSATION**

<b>Cert/Degree/Units</b>	<b>Before 1/1/12</b>	<b>Effective 1/1/12</b>
Intermediate POST or AA/AS degree	\$229 Officer	\$200 Officer
Advanced POST or BA/BS degree	Add'l \$164 Officer	Add'l \$200 Officer
Supervisory POST or Master's degree	Add'l \$164 Officer	Add'l \$300 Officer
Intermediate POST or AA/AS degree	\$285 Sergeant	\$200 Sergeant
Advanced POST or BA/BS degree	Add'l \$204 Sergeant	Add'l \$200 Sergeant
Supervisory POST or Master's degree	Add'l \$204 Sergeant	Add'l \$300 Sergeant

The following shall apply:

- A. Any employee that was receiving Certificate/Education pay for possession of any degree or certificate shall continue to fall under the provisions of the current program, provided, however, compensation for possession of an Associate degree will be eliminated, except as to employees hired before 1/1/12, who were "grandfathered".
- B. Effective January 1, 2012, any employee not receiving any form of Certificate Pay (inclusive of certificates, units or degrees) shall fall under a modified program whereby compensation for possession of certificates shall be as follows: Intermediate POST certificate - \$200/month; Bachelor's degree or Advanced POST certificate - \$200/month; Master's degree or Supervisor's POST certificate - \$300/month. An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an Intermediate POST certificate shall be paid \$400/month. If the employee also had a Master's degree the employee would be paid \$700/month).
- C. Effective January 1, 2012, new Certificates presented for processing shall be paid effective from the date officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

(9) **UNIFORM ALLOWANCE**

The City shall pay employees a uniform allowance of \$800 per year. The allowance may be paid in equal semi-annual installments in the first pay periods of June and December, each year.

(10) **OVERTIME**

Employees shall receive time and one-half their regular rate of pay for all hours worked in excess of their regularly scheduled hours. In the event an employee takes sick leave on a regularly scheduled workday, and works beyond his/her regularly scheduled hours on that day, then the employee shall receive straight time compensation for the work beyond their regular schedule up to the duration of the sick leave used that day. Thereafter, all work beyond their regularly scheduled hours shall be compensated at the time and one-half rate. Employees may elect to be paid for overtime hours worked or receive compensatory time off, but in no event shall their compensatory time bank exceed 100 hours.

(11) **COMPENSATORY TIME OFF**

Employees are permitted to accrue up to one hundred (100) hours of compensatory time off at any given time. Compensatory time off is accrued at one and one-half hours for each hour of overtime worked. An employee will be allowed to use accrued but unused compensatory time off in compliance with the requirements of the FLSA.

(12) **CALL BACK COMPENSATION**

Any employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be paid at one and one-half (1½) times the regular rate of pay for the actual time worked, with a minimum of two (2) hours.

(13) **ON-CALL/STAND-BY FOR COURT**

Any employee required to be on-call for court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for two (2) hours for the morning session and two (2) hours for the afternoon session. If an employee is placed on-call for court and is subsequently called to testify during that same court session, the employee shall be paid for the combined duration of the actual time spent on-call and the actual time spent in the court appearance, at time and one-half his/her regular rate of pay, with a minimum of two hours.

(14) **COURT APPEARANCE PAY**

Any employee required to appear in court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(15) **OUT OF CLASS PAY**

Any unit member appointed to act in a higher classification and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the

pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

**(16) PRE-EMPLOYMENT CONTRACT**

Any employee hired after July 1, 2008 who voluntarily leaves the City within thirty-six (36) months of accepting employment as a police cadet or police officer, and who obtains employment as a police officer within the State of California within the subsequent 12 months, will be required to repay the City for the actual cost of training that employee, not to exceed \$450 per month for each month short of 36. Said payments may be accomplished by relinquishing accrued but unused Vacation leave, Holiday leave or CTO leave, or in monthly installments of \$450, or both, at the employee's option.

**(17) OTHER BENEFITS**

For other benefits such as holiday leave, medical, dental, vision insurance, and retirement, that apply to Schedule P, please refer to their MOU (Contract No. 1789 and 1789a).

**(E) POLICE MANAGEMENT UNIT**

Salaries and benefits listed here apply to regular full time employees assigned to **Schedule MP**, for Sworn Police Lieutenants, and reflect stipulations in the last approved MOU (Contract No. 1793).

**(1) SALARY**

The salary ranges shown under **Schedule MP** are as negotiated in the last MOU, and does not reflect any cost of living adjustment for FY 2019-2020, pending conclusion of current labor negotiations. The salaries and benefits may change depending on the outcome of the negotiations.

**(2) ANNUAL LEAVE**

Employees earn Annual Leave In lieu of Vacation and Sick Leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll basis prorated in accordance with the following rates:

160 hours for 1-5 years of City service  
200 hours for 6-10 year of City service  
240 hours for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the Police Chief or his/her designee.

Unit members may, at the employee's discretion, accrue up to 800 hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

In December of each year, unit members may, at the employee's discretion, receive compensation for up to 80 hours of accumulated Annual Leave at their regular rate of pay provided that the employee has used a like number of hours of Annual or Management Leave during the same calendar year.

**(3) MANAGEMENT LEAVE**

Management Leave, also known as Administrative Leave, is intended to allow the employee time to manage personal affairs as required. Management Leave also provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide 80 hours Management Leave per year, credited January 1<sup>st</sup> of each year. Management Leave must be used in the year earned, and cannot be carried over from one calendar year to the next.

**(4) LONGEVITY PAY**

**For unit employees hired prior to January 1, 2012:**

The City shall pay longevity to all eligible unit members as follows:

- A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
- B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7½%) over and above the base salary step for each employee in this category.
- C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

**For unit employees hired on or after January 1, 2012:**

The City shall pay longevity to all eligible unit members as follows:

- A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the base salary step for each employee in this category.

- B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the base salary step for each employee in this category.
- C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the base salary step for each employee in this category.

**(5) POST CERTIFICATE COMPENSATION**

Unit employees who possess any of these certificates shall be compensated as follows over that employee's base salary:

<b>Cert/Degree/Units</b>	<b>Before 1/1/12</b>	<b>Effective 1/1/12</b>
Intermediate POST or AA/AS degree	\$285/Month	\$200/Month
Advanced POST or BA/BS degree	Add'l \$204	Add'l \$200/Month
Supervisory POST or Master's degree	Add'l \$204	Add'l \$300/Month

The following shall apply:

- A. Any employee that was receiving Certificate/Education pay for possession of any degree or certificate shall continue to fall under the provisions of the current program, provided, however, compensation for possession of an Associate degree will be eliminated, except as to employees hired before 1/1/12, who were "grandfathered".
- B. Effective January 1, 2012, any employee not receiving any form of Certificate Pay (inclusive of certificates, units or degrees) shall fall under a modified program whereby compensation for possession of certificates shall be as follows: Intermediate POST certificate - \$200/month; Bachelor's degree or Advanced POST certificate - \$200/month; Master's degree or Supervisor's POST certificate - \$300/month. An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an Intermediate POST certificate shall be paid \$400/month. If the employee also had a Master's degree, the employee would be paid \$700/month).
- C. Effective January 1, 2012, new Certificates presented for processing shall be paid effective from the date officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

**(6) UNIFORM ALLOWANCE**

Uniform allowance for Police Lieutenants shall be \$800 per year, payable in equal semi-annual installments in the first pay periods of June and December, each year.

**(7) OUT OF CLASS PAY**

Any unit member appointed to act in a higher classification and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the



pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

(8) **CONTRACT DUTY**

Unit members who, at the employee's discretion, work special assignments, typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half times the "Top Step" base pay of a City Police Sergeant plus any longevity and certificate pay to which the employee is entitled.

(9) **VEHICLES**

Unit members shall be assigned an unmarked multi-purpose police vehicle for use to and from work locations and for official City business in accordance with City policy.

(10) **OTHER BENEFITS**

For other benefits such as medical, dental, vision insurance, retirement, and so on, that apply to Schedule MP, please refer to their MOU (Contract No. 1793).

(F) **POLICE CHIEF**

For the Police Chief position, the salary shown reflects a Flat Rate for FY 2019-2020. Per Resolution No. 7807, adopted August 7, 2017, the Police Chief is designated as a Department Head, and shall receive salary and benefits as specified in Council approved Resolutions specifying wages and benefits for all Department Heads. For more details, please refer to Resolution Nos. 7807 and 7692.

(G) **CITY CLERK**

For the City Clerk position, the salary shown reflects a Flat Rate for FY 2019-2020, as per Contract No. 1804, and applicable amendments, as well as Resolution No. 7692. The City Clerk is designated as a Department Head, and shall receive salary and benefits as specified in Council approved Resolutions specifying wages and benefits for all Department Heads. For more details, please refer to the City Clerk's Contracts and Resolution referenced above.

(H) **DEPARTMENT HEADS AND MANAGEMENT**

Salaries and benefits listed here apply to regular full-time employees designated as Department Heads (**Schedule DH**), as well as non-sworn Management employees assigned to **Schedule M**, and reflect stipulations in the applicable below referenced Resolutions for Department Heads, and MOU for Management employees.

(1) **SALARY**

- A. For Department heads, the salary ranges shown under **Schedule DH** reflect the provisions in Resolution No. 7692. The salary and benefits for the Police Chief and the City Clerk are reflective of approved provisions in Resolution Nos. 7807, 7692, and Contract No. 1804, 1804 (a) and (b)). No Cost of Living Adjustment (COLA) is recorded for FY 2019-2020. Subsequent COLA is contingent upon City Council approval.

- B. For non-sworn Management employees, the salary ranges shown under **Schedule M** reflect the following increase for FY 2019-2020, as per the last approved MOU (Contract No. 1905):
  - i. Effective on the first day of the first pay period beginning after July 1, 2019, the base salary for each represented unit classification shall be increased by two and one-half percent (2.5%).

In computing benefits that are a percentage of base salary (e.g., longevity, bilingual, etc.) each benefit is calculated independently over the base salary of each respective employee.

**(2) BILINGUAL PAY**

For Department Heads and Management employees, the City shall provide Bilingual pay in the amount of \$100.00 per month to employees that satisfy the following conditions:

- A. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
- B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by his/her Department Head, and approved in writing by the City Manager.
- C. Per the MOU for Management employees (Contract No. 1905), employees shall be subject to a bi-annual written and/or oral testing procedures as selected by the City.

**(3) ANNUAL LEAVE**

- A. Unit employees shall be entitled to 100% of their annual leave accrual balance to be received in compensation at termination or separation at their regular rate of pay. However, per Resolution No. 7807, "Department heads may, at their discretion, accrue up to four hundred (400) hours of Annual Leave," and per Contract No.1905, Management employees, at their discretion, may "accrue up to eight hundred (800) hours of Annual Leave."
- B. Annual Leave accrual per pay period for all Department heads and Management employees is as follows: 0 – 5 years of service: 6.15 Hours; 5 – 9 years of service: 7.69 Hours; and 10 or more years of service: 9.23 Hours.
- C. Employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.

(4) **MANAGEMENT LEAVE**

The City shall grant Department heads 120 hours of management leave per calendar year, to be credited each January 1. Up to 120 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

For Management employees (SFMG), the City shall grant 80 hours of management leave per calendar year, to be credited each January 1. Up to 80 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay, on a pro-rated basis.

(5) **ACTING PAY**

Employees who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

(6) **LONGEVITY PAY**

Department heads (with the exclusion of the Police Chief, per Resolution No.7807) shall be eligible to receive longevity pay as stipulated below. Per the MOU (Contract No. 1905), only Management employees hired on or before July 1, 2018 are eligible for longevity pay. Eligible Department heads and Management employees shall receive longevity pay under the following terms:

- A. Unit employees that have completed 10 years of service from date of hire, an additional 3% above the base salary step for each employee.
- B. Unit employees that have completed 20 years of service from date of hire, a total of 4% over and above the base salary.
- C. Unit employees that have completed 30 years of service from date of hire, a total of 5% over and above the base salary.

Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

(7) **CAR ALLOWANCE**

Department heads will receive a City-provided vehicle or car allowance of \$300/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

(8) **MILEAGE REIMBURSEMENT**

Management employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

(9) **TUITION REIMBURSEMENT**

The City shall reimburse Department heads and Management employees for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade, and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two years.

(10) **TECHNOLOGY REIMBURSEMENT**

Department heads may elect to receive a technology reimbursement of \$100/month in lieu of a City-issued cell phone. Department heads that continue to receive a City-issued phone will not receive the reimbursement.

(11) **CITY ENGINEER**

Per Resolution No. 7829, a candidate selected for appointment as Director of Public Works who possesses a valid certificate of registration as a Professional Civil Engineer issued by the California State Licensing Board shall also be designated as "City Engineer," and may be eligible to receive ten percent (10%) certification pay on top of his or her base salary, upon verification.

(12) **DEPUTY CITY MANAGER**

Per Resolution No. 7807, the City Manager may at his or her discretion, designate no more than one (1) Department head as Deputy City Manager. A Department head designated as Deputy City Manager will receive ten percent (10%) special assignment pay on top of his or her base salary.

(13) **OTHER BENEFITS**

For other benefits such as medical, dental, vision insurance, retirement, and so on, that apply to Schedules DH and M, please refer to Council Resolution Nos. 7807 and 7692 (for Department Heads), and MOU (Contract No. 1905) for Management employees.

(I) **CITY MANAGER**

For the City Manager position, the following shall apply, but can change contingent upon negotiated contract:

(1) **SALARY**

The salary shown for the City Manager in this salary schedule reflects a Flat Rate for FY 2019-2020, as per Contract No. 1906. Subsequent increases shall be based on negotiated agreement between the City Manager and the City.

(2) **MISCELLANEOUS BENEFITS**

The City Manager shall receive the following benefits in the manner prescribed under Resolution No. 7692: Annual Leave, Management Leave, Bereavement Leave, Wellness Reimbursement, Holidays, and Automobile Allowance.

(3) **OTHER BENEFITS**

For other benefits such as severance pay, medical, dental, vision, retirement, and so on, that apply to the City Manager, please refer to Contract No. 1906.

(J) **CITY COUNCIL**

In addition to the compensation reported under Section 2 (D) above, members of the City Council shall also receive the following benefits:

(1) **AUTOMOBILE ALLOWANCE**

The City shall provide City Council members with an automobile allowance in the amount of Three Hundred Dollars (\$300) per month to assist the members with the cost of using and operating their own private vehicle, and to offset expenses such as gasoline, auto insurance, maintenance, repair, and other automobile related costs and expenses.

(2) **MEDICAL, DENTAL AND VISION INSURANCE**

City Council members shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded the City's executive management employees (Department heads). However, where a fixed Cafeteria Plan allotment is accorded for purchase of medical, dental, and vision insurance, and the Council member does not spend his or her entire allotment, the balance shall be placed into a deferred compensation plan (Section 457 Plan) maintained by the City.

(3) **RETIREMENT**

City Council members shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws.

(4) **TECHNOLOGY REIMBURSEMENT**

City Council members may elect to receive a technology reimbursement of \$100/month in lieu of a City-issued cell phone. Members that elect to receive a City-issued phone will not receive the reimbursement.

(5) **WELLNESS REIMBURSEMENT**

The City shall reimburse City Council members up to annual maximum of \$600 for reimbursable "wellness" expenses specifically incurred for health and welfare to the extent defined and permitted by Government Code, Section 53200(d). Medical

exams, uninsured medical care costs, vision and dental expenses may qualify as health and welfare benefits. However, health club/fitness center membership, registration fees for health classes, and entrance fees for competitive events shall not qualify as health and welfare benefits.

#### **SECTION 4: EMPLOYEES PLACED IN SAME STEP**

For the purpose of placing this Resolution in effect as of the first day of the first pay period that includes July 1, 2019 and for the purpose of interpretation, each employee shall be placed in that salary step which he or she presently occupies in the range set forth for said position.

#### **SECTION 5: INTERPRETATION INEQUITY**

In case of an inequity of hardship affecting any employee in a particular classification by reason of the adoption of this Resolution, the Council may adjust the same and the Council's action thereon as entered on the minutes shall be final. The Council shall determine all matters of interpretation of this Resolution and placement of employees in the proper salary steps and classification, and Council's decision on such matters as entered on the minutes shall be final.

#### **SECTION 6: INTENT OF COUNCIL**

It is the specific intent of the City Council that all officers and employees of the City for whom a salary range is specified in this Resolution or any amendment hereto shall be governed by the provision of this Resolution.

#### **SECTION 7: REPEAL**

Resolution No. 7866, adopted June 18, 2018, all Resolutions amendatory thereof or in conflict herewith and all motions and actions of the City Council in conflict herewith or covering the same matters heretofore adopted or taken to be the same are hereby repealed.

#### **SECTION 8: EFFECTIVE DATE**

The City Clerk shall certify to the passage of this Resolution, and the same shall be in full force and effect as of the first day of the first pay period that includes July 1, 2019.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of June, 2019.

---

Joel Fajardo, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk



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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of June, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

**ATTACHMENT "B"****RESOLUTION NO. 7920**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE TABLE OF ORGANIZATION FOR THE 2019-2020 FISCAL YEAR AND REPEALING PORTIONS OF SECTION 1 OF RESOLUTION NO. 7867, ADOPTED JUNE 18, 2018, AND ALL RESOLUTIONS AMENDATORY THEREOF, AND ALL MOTIONS OF THE CITY COUNCIL IN CONFLICT HEREWITH**

**WHEREAS**, the City Council of the City of San Fernando is scheduled to adopt the Fiscal Year 2019-2020 Budget on July 1, 2019; and

**WHEREAS**, the Budget to be adopted for Fiscal Year 2019-2020 has provisions for various positions and classifications;

**WHEREAS**, it is necessary that said positions be assigned to specific departments, divisions and activities by title and number; and

**WHEREAS**, it is necessary that a new Table of Organization be adopted to reflect the positions assigned to specific departments, divisions, and activities by title and number.

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

**SECTION 1:** That that portion of the said Table of Organization adopted on June 18, 2018, per Resolution No. 7867, and all Resolutions amendatory thereof, be repealed, and that a new Table of Organization be added assigning the positions to the departments, divisions and activities as herein designated per attached Exhibit "A".

**SECTION 2:** Except as amended herein, all other provisions of the said Table of Organization adopted on June 18, 2018, per Resolution No. 7867, remains unchanged and in full force and effect.

**SECTION 3:** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of June, 2019.

---

Joel Fajardo, Mayor

**ATTEST:**

---

Elena G. Chavez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of June, 2019, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chavez, City Clerk

<div> <div>Exhibit "A"</div> <div> <b>CITY OF SAN FERNANDO</b>  <b>FY 2019-2020 - TABLE OF ORGANIZATION</b> </div> </div>			
<u>DEPARTMENT/TITLE</u>	BUDGETED HOURS (PER WEEK)	FULL TIME EQUIVALENT (FTE) STATUS	AVG NUMBER OF PERSONNEL IN POSITION
<b><u>ADMINISTRATION</u></b>			
City Manager	40	1	1
Executive Assistant to the City Manager	40	1	1
<b><u>Personnel Division</u></b>			
Personnel Manager	40	1	1
Personnel Technician	40	1	1
Personnel Assistant (P/T)	28	0.7	1
<b>TOTAL</b>	<b>188</b>	<b>4.7</b>	<b>5</b>
<b><u>CITY CLERK</u></b>			
City Clerk	40	1	1
Deputy City Clerk/Management Analyst	40	1	1
<b>TOTAL</b>	<b>80</b>	<b>2</b>	<b>2</b>
<b><u>COMMUNITY DEVELOPMENT</u></b>			
Director of Community Development	40	1	1
Community Development Secretary	40	1	1
Associate Planner	40	1	1
Building & Safety Supervisor	40	1	1
Community Preservation Officer	80	2	2
Community Preservation Officer (P/T)	38	0.95	2
City Maintenance Helper (P/T) - Grafitti	30	0.75	2
<b>TOTAL</b>	<b>308</b>	<b>7.7</b>	<b>10</b>
<b><u>FINANCE</u></b>			
Director of Finance	40	1	1
Senior Accountant	40	1	1
Payroll Technician	40	1	1
Senior Account Clerk	80	2	2
Finance Office Specialist	40	1	1
<b><u>Treasurer Division</u></b>			
Treasury Manager	40	1	1
Office Clerk	40	1	1
<b>TOTAL</b>	<b>320</b>	<b>8</b>	<b>8</b>
<b><u>POLICE</u></b>			
Police Chief	40	1	1
Police Lieutenant	80	2	2
Police Sergeant	200	5	5
Police Officer	920	23	23
Police Desk Officer	320	8	8

<div> <div>Exhibit "A"</div> <div> CITY OF SAN FERNANDO  FY 2019-2020 - TABLE OF ORGANIZATION </div> </div>			
DEPARTMENT/TITLE	BUDGETED HOURS (PER WEEK)	FULL TIME EQUIVALENT (FTE) STATUS	AVG NUMBER OF PERSONNEL IN POSITION
<b><u>POLICE (Continued)</u></b>			
Police Office Specialist	40	1	1
Police Records/Systems Administrator	40	1	1
Police Records Specialist	40	1	1
Property Control Officer	40	1	1
Community Service Officer	80	2	2
Community Service Officer (P/T)	40	1	2
Crossing Guard (P/T)	40	1	6
Junior Cadet (P/T)	60	1.5	3
Police Records Specialist (P/T)	18.46	0.46	1
<b>TOTAL</b>	<b>1958.46</b>	<b>48.96</b>	<b>57</b>
<b><u>PUBLIC WORKS</u></b>			
Director of Public Works	40	1	1
Management Analyst	40	1	1
Office Specialist	40	1	1
Public Works Administrative Coordinator	40	1	1
Public Works Office Specialist	40	1	1
<b><u>Electrical Division</u></b>			
Electrical Supervisor	40	1	1
Building Maint. Worker/Electrical Helper	40	1	1
<b><u>Engineering Division</u></b>			
Civil Engineering Assistant II	80	2	2
<b><u>Facility Maintenance Division</u></b>			
Public Works Superintendent	40	1	1
Public Work Field Supervisor II	40	1	1
Senior Maintenance Worker	40	1	1
Public Works Maintenance Worker	160	4	4
Public Works Maintenance Helper (P/T)	16	0.4	1
<b><u>Equipment Maintenance Division</u></b>			
Equipment & Materials Supervisor	40	1	1
Mechanical Helper	40	1	1
<b><u>Street Services Division</u></b>			
Public Works Superintendent	40	1	1
Public Works Supervisor II	40	1	1
Senior Maintenance Worker	160	4	4
Public Works Maintenance Worker	80	2	2
Public Works Maintenance Helper (P/T)	52.92	1.32	3

Exhibit "A"

**CITY OF SAN FERNANDO**  
**FY 2019-2020 - TABLE OF ORGANIZATION**

<u>DEPARTMENT/TITLE</u>	<u>BUDGETED HOURS (PER WEEK)</u>	<u>FULL TIME EQUIVALENT (FTE) STATUS</u>	<u>AVG NUMBER OF PERSONNEL IN POSITION</u>
<b><u>PUBLIC WORKS (Continued)</u></b>			
<b><u>Water Services Division</u></b>			
Water Superintendent	40	1	1
Public Works Field Supervisor II	80	2	2
Senior Maintenance Worker	40	1	1
Public Works Maintenance Worker	80	2	2
Meter Technician	40	1	1
Water Pumping Operator/Backflow Techn.	40	1	1
<b>TOTAL</b>	<b>1428.92</b>	<b>35.72</b>	<b>38</b>
<b><u>RECREATION &amp; COMMUNITY SERVICES</u></b>			
Director of Rec. & Community Services	40	1	1
Office Specialist	80	2	2
Community Services Supervisor	40	1	1
Cultural Arts Supervisor	40	1	1
Recreation Supervisor	40	1	1
Program Specialist	40	1	1
Day Camp Counselor (P/T)	280	7	14
Office Clerk/Cashier (P/T)	12	0.3	1
Program Specialist (P/T)	30	0.75	1
Recreation Leader I, II & III (P/T)	255.2	6.38	12.76
Senior Day Camp Counselor (P/T)	101.2	2.53	5.06
<b>TOTAL</b>	<b>958.4</b>	<b>23.96</b>	<b>40.82</b>
<b>GRAND TOTAL</b>	<b>5241.78</b>	<b>131.04</b>	<b>160.82</b>





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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
Kenneth Jones, Public Works Management Analyst

**Date:** June 17, 2019

**Subject:** Consideration to Approve a Revised Contract with John Robinson Consulting Incorporated (John Robinson Consulting) for Upper Reservoir Replacement Engineering Design Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement with John Robinson Consulting Incorporated (Attachment "A" – Contract No. 1912) in the amount of \$469,891 for Upper Reservoir Replacement Engineering Design Services; and
- b. Authorize the City Manager to execute the Agreement and all related documents.

### BACKGROUND:

1. The City conducted a formal procurement process to obtain a professional and experienced firm to assist the City with preliminary design engineering, final design engineering and project management services during construction for the Upper Reservoir Replacement Project
2. On May 6, 2019, the City Council awarded a contract to John Robinson Consulting Incorporated and Kennedy Jenks Consultants (JR/JK) in the amount of \$469,891 to provide stated services for the Upper Reservoir Replacement Project.

### ANALYSIS:

As staff prepared the professional services agreement with John Robinson Consulting for Upper Reservoir Replacement Engineering Design services for execution, it was found that Kennedy Jenks Consultants was included as a signatory. Though Kennedy Jenks will play a substantial role in the project, John Robinson Consulting is the project lead and will be using Kennedy Jenks

## **Consideration to Approve Revised Contract with John Robinson Consulting Incorporated for Upper Reservoir Replacement Engineering Design Services**

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strictly as a sub-consultant on the project. A letter was provided by Kennedy Jenks confirming its sub-consultant role (Attachment "B"). With this being the case, the professional services agreement for engineering design services has been revised to show John Robinson Consulting as project lead and sole signatory for providing services. The revised version of the agreement will keep the same contract number (Contract No. 1912) as the agreement previously approved on May 6, 2019.

### Existing Condition of Reservoir.

The existing Upper Reservoir is a partially buried, circular reinforced concrete reservoir that was damaged during the 1994 Northridge earthquake and has been operating at reduced capacity to avoid leakage. Due to this damage, the City has determined that the Upper Reservoir needs to be replaced to:

- Protect the public from catastrophic failure during major earthquake or natural disaster;
- Provide increased operational flexibility;
- Effectively meet water demands; and
- Maximize groundwater supplies.

### Project Scope.

The project scope consists of preliminary design engineering, final design engineering, including project specifications and bid estimate, plus engineering services during the construction phase of the Upper Reservoir Replacement Project.

### Firms' Experience.

JR/JK has extensive technical expertise, relevant project experience, and a thorough understanding on how to successfully design reservoirs tanks that meet their clients' needs. The JR/JK team has been providing water facility design services to municipalities and water agencies for over 100 years throughout California and the West Coast. Their technical leadership team has a combined 97 years of experience and has successfully delivered over 100 design projects. JR/JK has completed multiple projects over the past five years which are similar to the City's. These projects include, but are not limited to:

- Design of 6.5 MG replacement reservoir for the City of South Pasadena; and
- Design of 11 MG treated water reservoir for the San Francisco Public Utilities Commission.

### **BUDGET IMPACT:**

The City received a \$5 million grant from the California Department of Water Resources for the Upper Reservoir replacement project. Grant funds are obtained through a reimbursement process. The City must request a reimbursement from the State after the City has paid an invoice related to the project. The \$5 million in grant funds will be appropriated during the

**Consideration to Approve Revised Contract with John Robinson Consulting Incorporated for Upper Reservoir Replacement Engineering Design Services**Page 3 of 3

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Fiscal Year 2019-2020 budget adoption process. There are monies available in Fund 070-385: Water Capital Projects to cover any project related expenditures prior to the end of the current fiscal year.

**CONCLUSION:**

It is recommended that the City Council award a contract for Upper Reservoir replacement engineering design services to John Robinson Consulting Incorporated and authorize the City Manager to execute the contract for services.

**ATTACHMENTS:**

- A. Contract No. 1912
- B. Kennedy Jenks Consultants Letter



## PROFESSIONAL SERVICES AGREEMENT

### Upper Reservoir Replacement Engineering Design

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17<sup>th</sup> day of June 2019, by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and JOHN ROBINSON CONSULTING, INCORPORATED ("CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

#### I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "1"** (hereinafter referred to as the **"Scope of Work"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
- 1.2 **TERM:** The term of this Agreement shall commence upon the date it is signed by all of the Parties (the "Effective Date") and shall terminate on February 28, 2022.
- 1.3 **PROSECUTION OF WORK:**
  - A. CONSULTANT shall perform the Work contemplated under this Agreement on an as-needed, as requested basis for the Term of this Agreement and any extension term. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of

specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
  2. The location of where the particular services or tasks are to be performed;
  3. A not-to-exceed budget for performing the services or tasks;
  4. A timeline for completing the services or tasks requested
  5. Any other information the CITY deems necessary and relevant to the requested services or tasks; and
  6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall perform no Work under this Agreement without a written request from the City Representative, containing the information set forth in Section 1.2A above.
- C. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONSULTANT shall begin and complete performance of the Work to completion in a timely and diligent manner.

### 1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks contemplated under this Agreement in accordance with the schedule of hourly rates and charges set forth in that certain document attached and incorporated hereto as **Exhibit "2"** and entitled "Approved Rate Schedule" (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3A notwithstanding, CONSULTANT's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of FOUR HUNDRED SIXTY NINE THOUSAND – EIGHT HUNDRED NINETY ONE (\$469,891) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. For purposes of this Agreement, the term "fiscal year" means a period of time commencing on July 1<sup>st</sup> of a calendar year and ending on June 30<sup>th</sup> of the calendar year immediately following.
- C. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the 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.

- D. Following the conclusion of Work requested pursuant to 1.2, above, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation includes hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, 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.

1.4 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.5 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## **II. PERFORMANCE OF AGREEMENT**

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the DIRECTOR OF PUBLIC WORKS/CITY ENGINEER (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 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 John Robinson, Principal, to act as its representative for the performance of this Agreement (hereinafter, the "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
  - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
  - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
  - E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
  - F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such

licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and

control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
  - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to

issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if 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 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.3 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.



- 4.4 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. 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 authorized volunteers.
- 4.6 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, 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 authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.7 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

## **V. TERMINATION**

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar

days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time

for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

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

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure

of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

## **VI. MISCELLANEOUS PROVISIONS**

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

jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

Attn: John Robinson, Principal  
1055 E. Colorado Blvd. Suite 500  
Pasadena, CA 91106  
Phone: (626) 375-9389  
Email: johnrobinsonconsulting.com

**CITY:**

Attn: Director of Public Works  
117 Macneil Street  
San Fernando, CA 91340  
Phone: (818) 898-1222  
Fax: (818) 361-6728

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

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

term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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



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

**(SIGNATURE PAGE TO FOLLOW)**

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

By: \_\_\_\_\_  
Nick Kimball  
City Manager

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

**APPROVED AS TO FORM**

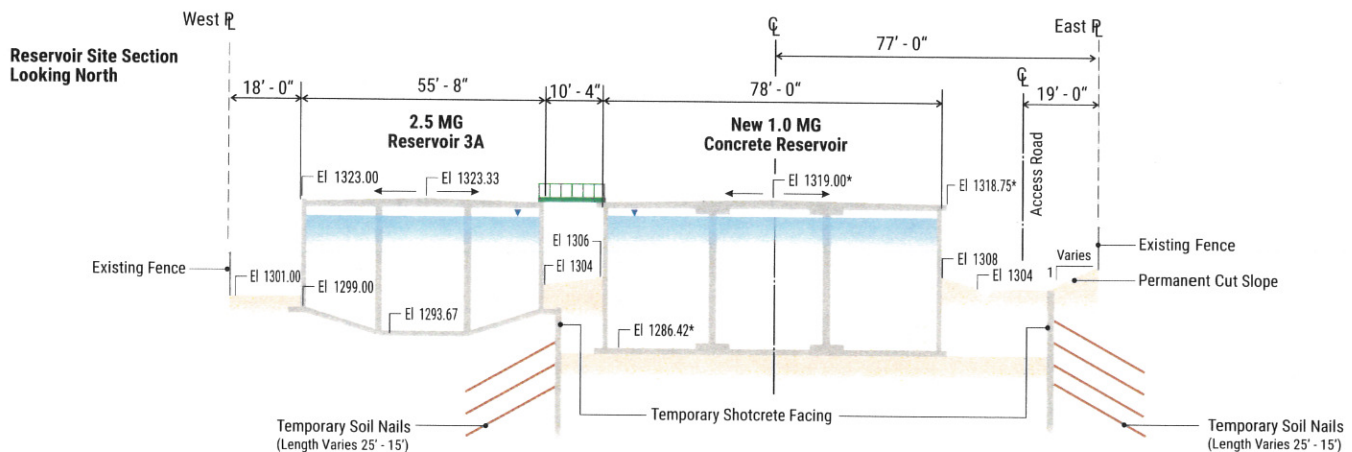
By: \_\_\_\_\_  
Rick R. Olivarez, City Attorney

April 9, 2019



Proposal for the

# UPPER RESERVOIR REPLACEMENT ENGINEERING DESIGN





April 9, 2019



Yazdan Emrani, P.E.  
Director of Public Works/City Engineer  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

Subject: Proposal for Upper Reservoir Replacement Engineering Design

Dear Mr. Emrani:

You can place your trust in the John Robinson Consulting and Kennedy Jenks (JRC/KJ) team to provide extensive technical expertise, relevant project experience, and thorough understanding of your needs for the Upper Reservoir Replacement Engineering Design Project. Here is what makes our team unique:

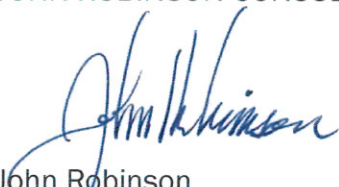
- **We Provide Decades of Technical Expertise to Develop Your Project |** The JRC/KJ team has been providing water facility design services for 100 years to our clients throughout California and the West Coast. Our technical leadership team of John Robinson (Project Manager), David Ferguson (Design Manager), and Don Barraza (Reservoir Design) has a combined 97 years of experience and has successfully delivered over 100 reservoir design projects.
- **We Will Provide a Reliable and Safe Reservoir |** Based on our extensive experience with similar reservoir projects, we will provide the City with a reliable and safe facility that will provide uninterrupted water service for the foreseeable future. In order to provide the City with a structure that will have minimal maintenance requirements and exceeds the minimum service life, the team will go beyond minimum building codes and national standards where it is efficient to do so. In addition, the City will be provided with a comprehensive material and construction analysis which will help the determine the reservoir design that best meets the City's goals and objectives.
- **We Will Protect Existing Facilities and Maintain Continuous Operation during Construction |** We understand it is vital to protect Reservoir 3A and ensure it is fully operational during construction of the Upper Reservoir replacement. We will provide an excavation support system on the two sides adjacent to Reservoir 3A that will be rigid to limit deflection of the exposed face and settlement of the earth subgrade materials to prevent leakage from the floor. Protection of Reservoir 3A will also be key in selection of construction material for the new reservoir as above-grade welded steel tank will have a greater impact on Reservoir 3A integrity than a partially-buried concrete tank

Thank you for the opportunity to present our proposal and we look forward to working with you on this important project. If you have any questions, please feel free to contact us.

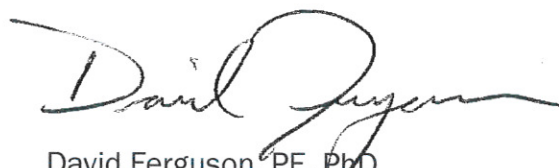
Very truly yours,

JOHN ROBINSON CONSULTING

KENNEDY JENKS CONSULTANTS



John Robinson  
Principal and Project Manager



David Ferguson, PE, PhD  
Vice President, Design Manager

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# 1 - UNDERSTANDING OF THE SCOPE OF SERVICES

## PROJECT UNDERSTANDING

The City of San Fernando (City) is looking for a design team to assist with preliminary design engineering, final design engineering and engineering services during construction for the Upper Reservoir Replacement Project.

The existing Upper Reservoir is a partially buried, circular reinforced concrete reservoir that was damaged during the 1994 Northridge earthquake and has been operating at reduced capacity to avoid leakage. Due to this damage, the City has determined that Upper Reservoir will need to be replaced, which will provide increased operational flexibility to more effectively meet demands and maximize groundwater supplies.

Our team listened carefully during the mandatory pre-proposal meeting and captured work items desired by the City within this proposal that were not

detailed in the RFP. The preliminary evaluation will include steel versus concrete options but we understand that the City may prefer a concrete reservoir in order to decrease O&M. We worked with our environmental subconsultant to decrease the environmental work from \$35k to \$4.5k; we have added a catwalk between the two reservoirs; with the original designer of Reservoir 3A as our Design Manager, we will provide intimate knowledge of the L-shaped reservoir and existing site that will be key in protecting and maintaining the reservoir in service during decommissioning and construction of the Upper Reservoir replacement.

Our schedule, while conservative, brings the project to a conclusion 2 months ahead of your funding requirement, but we can work with staff to provide a quicker submittal if needed.





## 2 - METHODOLOGY AND WORK PLAN

### METHODOLOGY

This section describes our proposed methodology to complete the Upper Reservoir Replacement project, including identification of key issues and our proposed approach to addressing these issues.

#### KEY ISSUES

Our Project Team has recently completed the design of similar sized potable water tanks in California

and we have also recently completed storage tank alternative evaluations for Cities of Camarillo, Santa Paula, and South Pasadena where we compared above-grade steel to buried concrete.

The text that follows demonstrates that we have a good understanding of the key issues associated with your project and the experience and expertise to address these issues.



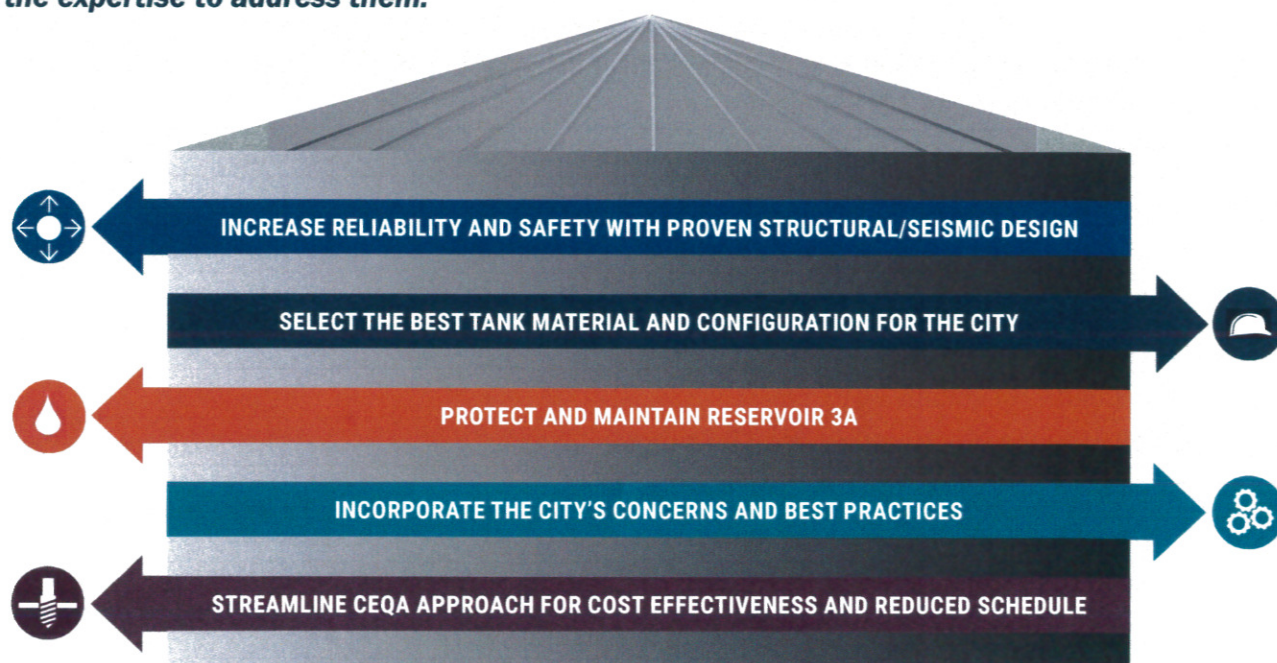
#### KEY ISSUE: INCREASE RELIABILITY AND SAFETY WITH PROVEN STRUCTURAL/SEISMIC DESIGN

A successful approach to the structural design of the Upper Reservoir replacement must satisfy the following goals and objectives:

RELIABILITY AND DURABILITY:	O&M ACCESS AND SAFETY
The structure must be designed in accordance with adopted building codes and national standards for water containment structures to provide reliable storage over the life of the facility.	The storage tank must be designed to provide safe access for operation and maintenance personnel for regular cleaning, inspection, and routine maintenance activities.
The structure must be designed to withstand the strong ground motion and other site hazards the structure will be exposed to over the life of the facility.	
The structure must provide containment of the water supply with tightness meeting or exceeding currently adopted national standards for water containment facilities. The structure including the roof must provide protection from contamination, evaporation, and temperature fluctuation.	

#### KEY ISSUES

*Our experience not only gives us a good understanding of the key issues associated with your project, but the expertise to address them.*





## 2 - METHODOLOGY AND WORK PLAN

### Design Exceeding Building Code and National Standards Provides Reliability and Minimal Maintenance Along With Long-Term Storage

Following review of existing documentation and preparation of preliminary geotechnical recommendations, the preliminary design criteria for the storage tank will be prepared and submitted to the City. The preliminary design criteria will be developed based on information contained in the applicable building codes, consensus national standards for water storage structures, and experience with the design and construction of water storage structures.

Where necessary, the minimum standards contained in the building codes and national standards may be exceeded to provide a design exceeding the minimum service life, hence, providing the City with a structure requiring minimal maintenance over the life of the structure.

Summarized below in **Table 1** are the significant codes and standards that would be utilized in the preparation of the construction drawings and specifications for a cast-in-place concrete or prestressed concrete storage tank.

### Designed to Withstand Strong Ground Motion and Other Site Hazards

Seismic design of the storage tank will be in accordance with the seismic provisions of the 2016 California Building Code, ASCE 7-10 Section 15.7, and ACI 350-06. Our approach will also include establishing site specific seismic design criteria for the proposed reservoir that are intended to provide greater reliability than would be obtained by strict application of codes and other standards.



*Our team is experienced in designing reservoirs in high seismic regions. Harry Tracy Reservoir (15 MG) is constructed 1,000 feet from San Andreas Fault and Garfield Reservoir (6.5 MG) in South Pasadena is constructed 100 feet from the active Raymond Fault. Both sites have design ground accelerations that are among the highest in California.*

**TABLE 1: SIGNIFICANT CODES AND STANDARDS**

2016 California Building Code, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2 of Part 2, based on the 2015 International Building Code
ASCE 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures, Standard by American Society of Civil Engineers
ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures and Commentary, an ACI Standard
ACI 350.1-10 Specifications for Tightness Testing of Environmental Engineering Concrete Containment Structures and Commentary, an ACI Standard
ACI 350.3-06 Seismic Design of Liquid-Containing Concrete Structures and Commentary
ACI 350.5-12 Specifications for Environmental Concrete Structures
ANSI/AWWA D110-13 – Wire- and Strand- Wound, Circular, Prestressed Concrete Water Tanks
ANSI/AWWA C652-02 – Standard for Disinfection of Water-Storage Facilities
Post Tensioning Manual, 6th Edition, 2006
PCI Design Handbook 7th Edition, 2010
AISC 360-10 Specification for Structural Steel Buildings
AISC 341-10 Seismic Provisions for Structural Steel Buildings
ANSI/AWS D1.1 – Structural Welding Code Steel
State of California Code of Regulations, Title 8, General Industry Safety Orders
OSHA – Occupational Safety and Health Standards, 29 CFR, Part 1910



## 2 - METHODOLOGY AND WORK PLAN

Design of submerged components shall be based on ASCE 7-10 Section 15.6.4. The determination of forces due to hydrodynamic effects is generally represented by an equivalent added mass of water and is amenable to static and response-spectrum procedures. For columns and other compression members, the component analysis should include secondary P-Delta forces caused by gravity and lateral loads. Components located just above fluid surfaces may be subject to damage due to sloshing and shall be investigated by rational methods.

### Enhanced Prestressed Concrete Storage Tank Design to Improve Service Life

Our design approach to prestressed concrete water storage tanks incorporates many elements which have been found to significantly improve the serviceability and life of new prestressed structures.

Elements in the design and construction of the new structure include:

1. A strand-wound, Type I, cast-in-place concrete core wall with vertical pre-stressing.
2. Hot-dipped galvanized seven-wire, high-strength strand to reinforce the circumference.
3. Pinned anchored flexible joints at the top and bottom of walls.
4. Seismic cables in wall sleeves capable of permitting up to  $\frac{3}{4}$ -inch of radial wall movement.
5. A two-way flat slab roof with columns.
6. Automated and continuous electronic control, monitoring, and recording of vertical and horizontal pre-stressing to 1.5% and shotcrete operations.
7. Automated shotcrete and plastic wrapping operations of the entire tank wall for shotcrete curing.

Options for increased durability include:

#### OPTION 1

The addition of a galvanized steel diaphragm on the core wall exterior to provide a continuous membrane minimizing leakage through the core wall.

#### OPTION 2

The addition of injectable waterstops in the horizontal construction joint between the floor and the wall and the vertical construction joints in the core wall segments.

#### OPTION 3

Increasing the minimum cover of shotcrete over final strand from  $1\frac{1}{2}$  to 2 inches.

### Containment with Tightness Meeting or Exceeding National Standards

A concrete water containment structure designed in accordance with ACI 350.1-10 Specifications for Tightness Testing of Environmental Engineering Concrete Containment Structures would have a standard acceptable leakage of 0.05% to 0.075% of the tank capacity for a period of 24 hours.

Our approach will include presenting the City with a design that can provide a higher standard of 0.025% through using shrinkage compensating cement and minimizing construction joints.

Alternatively, if the City selects a water storage tank with no measurable loss, a structure could be designed and constructed using a liner placed on either the floor or the floors and walls.



### KEY ISSUE: SELECTING THE BEST TANK MATERIAL AND CONFIGURATION FOR THE CITY

During the preliminary design phase, we will provide an alternatives analysis to confirm the most appropriate tank material and configuration for the reservoir site that meets the City's goals and objectives. Over many years and for many clients we have evaluated the selection of construction materials for water storage facilities comparing the costs and non-cost benefits and drawbacks associated with concrete versus welded steel construction. Some typical advantages and disadvantages of concrete tank and welded steel tank construction are provided on the next page.

*Our extensive experience with design of welded steel, cast-in-place concrete and prestressed concrete reservoirs provides us the ability to confirm and evaluate alternatives with comparable service life and performance. This allows us to prepare cost comparisons for the City to confirm the alternative for best meeting your requirements.*



## 2 - METHODOLOGY AND WORK PLAN

### Typical Advantages of Concrete Tank Construction

- Depending on core wall type selection the initial construction cost of prestressed concrete tanks has been reduced significantly and can be nearly comparable to welded steel tank construction cost.
- When a present worth cost comparison of prestressed concrete tanks is performed for 50 years a comparison of maintenance costs can result in lower tank costs.
- Concrete tanks can be backfilled at little extra expense.
- Concrete tanks rarely require shutdown for re-coating operations.
- Concrete tanks are typically a better insulator of the tank contents.
- Concrete tanks require little or no maintenance of tank exterior.
- The roofs of concrete tanks typically have a higher load rating than the roofs of steel tanks.
- A concrete tank with a flat roof may have a slightly lower profile than a welded steel tank.

### Typical Drawbacks of Concrete Tank Construction

- Exposed concrete roofs are vulnerable to significant temperature differentials which can lead to expansion and contraction of the concrete over the life of the structure contributing to cracks in the concrete roof. Given the relative small diameter of the proposed reservoir, roofing membranes guaranteeing leak free roof construction for 50 or more years are likely not necessary.
- Concrete tanks can have several hundred feet of floor and wall joints with waterstop construction which can be vulnerable to leakage if good construction and inspection are not followed during placement of concrete. This will result in a minimal acceptable leakage for concrete tanks as well as, typically, the installation of an underdrain system for the monitoring of any leakage through the floor of the tank.

### Typical Advantages of Welded Steel Tank Construction

- Welded steel tanks provide the assurance of 100% leak tight construction due to fully welded floor and wall plates.
- Welded steel tanks offer the advantage of pro-



*Early development and identification of alternative approaches will facilitate stakeholder discussions and decisions on key design criteria including reservoir configuration, and size and type of construction.*

tective coatings application in a factory-controlled environment.

- Welded joints in floor and wall plates are afforded continuous inspection for leak free construction.
- Welded steel tanks have a zero-leakage allowance.
- Welded steel tanks are typically relatively easy to modify in the future if additional piping nozzles are required for added connections to the tank.
- Welded steel tanks in 1 MG storage capacity size will almost always have a lower initial construction cost.

### Typical Drawbacks of Welded Steel Tank Construction

- Exterior surface of steel tanks is vulnerable to vandalism due to damage of the protective coatings systems.
- Steel tanks will require an initial cost of retaining wall construction if site grades require excavating for steel tank construction.
- The freeboard (sloshing) allowance for a welded steel tank is typically larger than for a concrete tank resulting in a higher structure which might adversely impact adjacent properties.

While both construction materials may appear interchangeable, site conditions including geology and grading will typically lead an Owner and Design team to a preferred alternative. Based on our preliminary analysis, a concrete reservoir may have significant advantages over a welded steel tank at this site. See discussion on the next page for protecting and maintaining Reservoir 3A.



## 2 - METHODOLOGY AND WORK PLAN



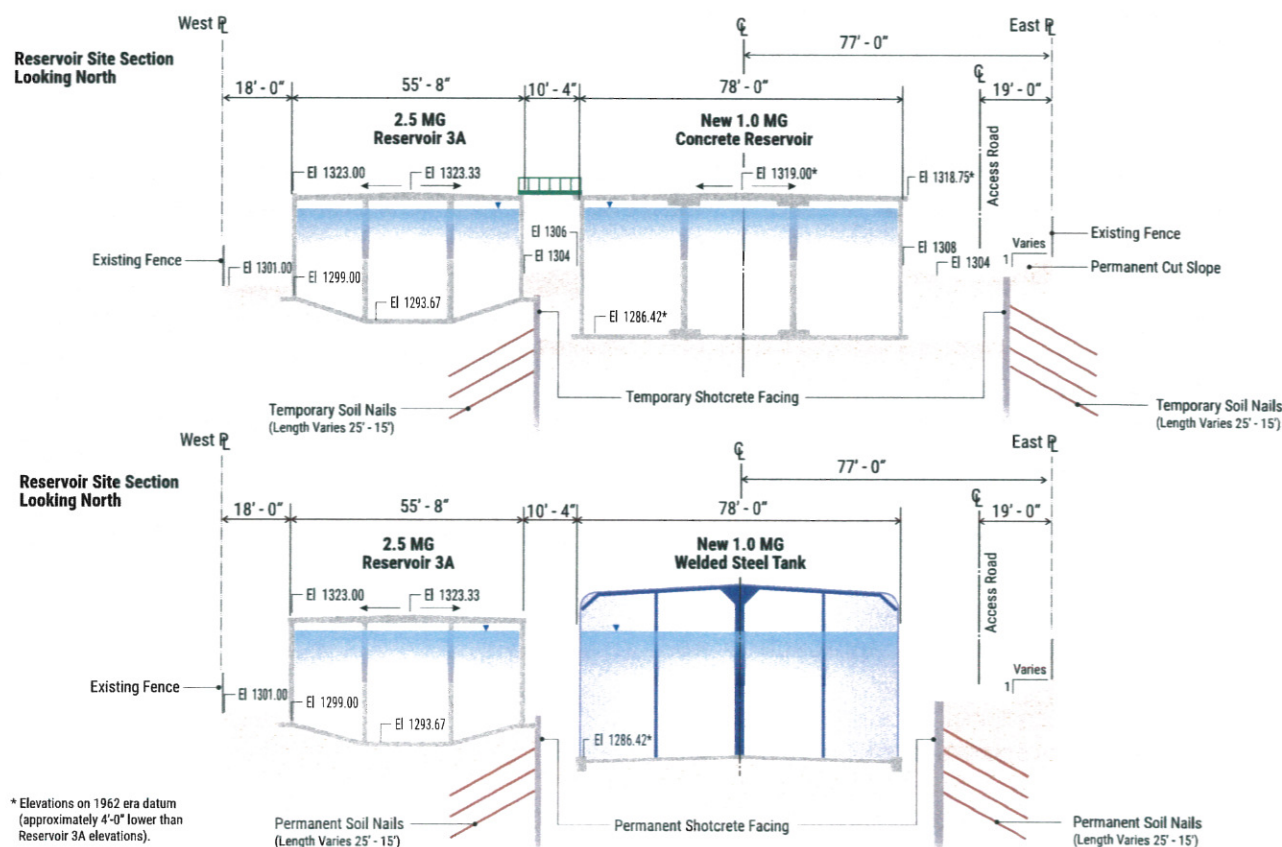
### KEY ISSUE: PROTECT AND MAINTAIN RESERVOIR 3A

The existing Upper Reservoir is 78-feet in outside diameter with foundations to EL. 1284.75 and back-filled around with existing grades varying from a high point of EL. 1310.00 on the north side to a low point of EL. 1300.00 on the south side (adjacent Foothill Blvd) of the site. The existing Reservoir 3A is adjacent to Upper Reservoir on the north and west sides and has perimeter wall footings founded at EL. 1297.67 on both sides. Reservoir 3A has a hopper bottom which relies on the support of the subgrade materials to maintain the bearing of the concrete membrane floor slab-on-grade with the floor slab sloping to a bottom EL. 1293.17. On the south side of the "L" shaped Reservoir 3A is an outlet drain sump with bottom founded at EL. 1285.58.

The City has a construction requirement to maintain continuous operation of Reservoir 3A during the excavation, demolition and construction of the replacement 1.0 MG Upper Reservoir. In order to maintain the 1.0 MG storage capacity of the replacement reservoir within the approximately 78'-0" diameter

footprint of the existing reservoir, the replacement reservoir will have to be founded near approximately EL. 1284.75. Without first installing an excavation support system, excavating to EL. 1284.75 would undermine the continuous wall footing and sloping membrane floor slab of Reservoir 3A. In order to protect and maintain Reservoir 3A, it is recommended that the selection and design of the excavation support system on the two sides adjacent to Reservoir 3A be rigid to limit deflection of the exposed face and settlement of the earth subgrade materials, which will prevent leakage from the floor. The selection of H-piles with timber lagging or soil nails with shotcrete facing is typically suitable for temporary excavation support systems; however, for permanent excavation support systems or rigid excavation support systems that limit deflection, an and internally braced excavation support system may be necessary. A comparison of the excavation support systems required for each tank material is shown in **Figure 1** below.

**FIGURE 1: Significant Permanent Excavation Support System is Required for Steel Tank Construction Compared to Concrete Tank Construction. Catwalk May Not be Possible for Steel Tank due to Height Requirement.**





## 2 - METHODOLOGY AND WORK PLAN

In addition, either for a temporary or permanent excavation support system, the excavation support system will have to be designed to remain rigid and limit deflection during a seismic event to prevent settlement of the perimeter wall footing and sloping concrete membrane floor slab, which will prevent leakage from Reservoir 3A during construction.

Depending on the selection of materials, welded steel versus prestressed concrete, the wall of the new reservoir will either have to be left exposed to the floor level or can be backfilled or differentially backfilled to restore grades and drainage paths back to the preconstruction elevations. In order to protect the long-term structural integrity of Reservoir 3A it is recommended that a concrete reservoir be constructed at the replacement reservoir.

Only a concrete reservoir with backfilled perimeter walls will be able to provide assurance that long term deflection of the exposed wall face will not result in settlement beneath the wall footings and sloping membrane floor of Reservoir 3A.

While a welded steel tank with permanent retaining walls could offer initial construction costs savings over the concrete reservoir, the need to maintain the exposed walls of a welded steel reservoir will require extensive re-design of the site grading and drainage because the welded steel tank constructed with a bottom at EL. 1284.75 will result in a permanent excavation in the middle of the site requiring dewatering and possibly a storm drain pump station depending on elevations of the adjacent storm drain facilities.



### KEY ISSUE: RESERVOIR DESIGN WILL INCORPORATE STAFF'S CONCERNS AND IDEAS

During the preliminary design we will work together with the City to present the design approach to staff and enhance their understanding of the structure and facility design for engineering, maintenance, and operations.

Based on our experience, we will also facilitate early discussions on the details of the design, including structure connections to the new pipelines, water quality, details of structure elements, structure appurtenances including inlet, outlet, overflow, wash

down piping, water level monitoring, water quality sampling, roof openings and hatches, ventilation, stairs and ladders, guardrails, power and lighting, instrumentation and SCADA. This will enhance stakeholder participation and buy-in early, thus avoiding surprises at the later stages of design or during construction. **Figure 2**, showing several proposed features suggested by City staff, is provided on the following page.



### KEY ISSUE: STREAMLINE CEQA APPROACH FOR COST EFFECTIVENESS AND REDUCED SCHEDULE

The Project Team has enlisted Tom Dodson & Associates to provide CEQA support services. The City has assumed that an Initial Study (IS) leading to a Negative Declaration (ND) should be assumed for CEQA compliance. To prepare an IS, the new CEQA Environmental Checklist Form needs to be utilized, which requires addressing a total of 21 issues, including two new issues: Energy and Wildfires.

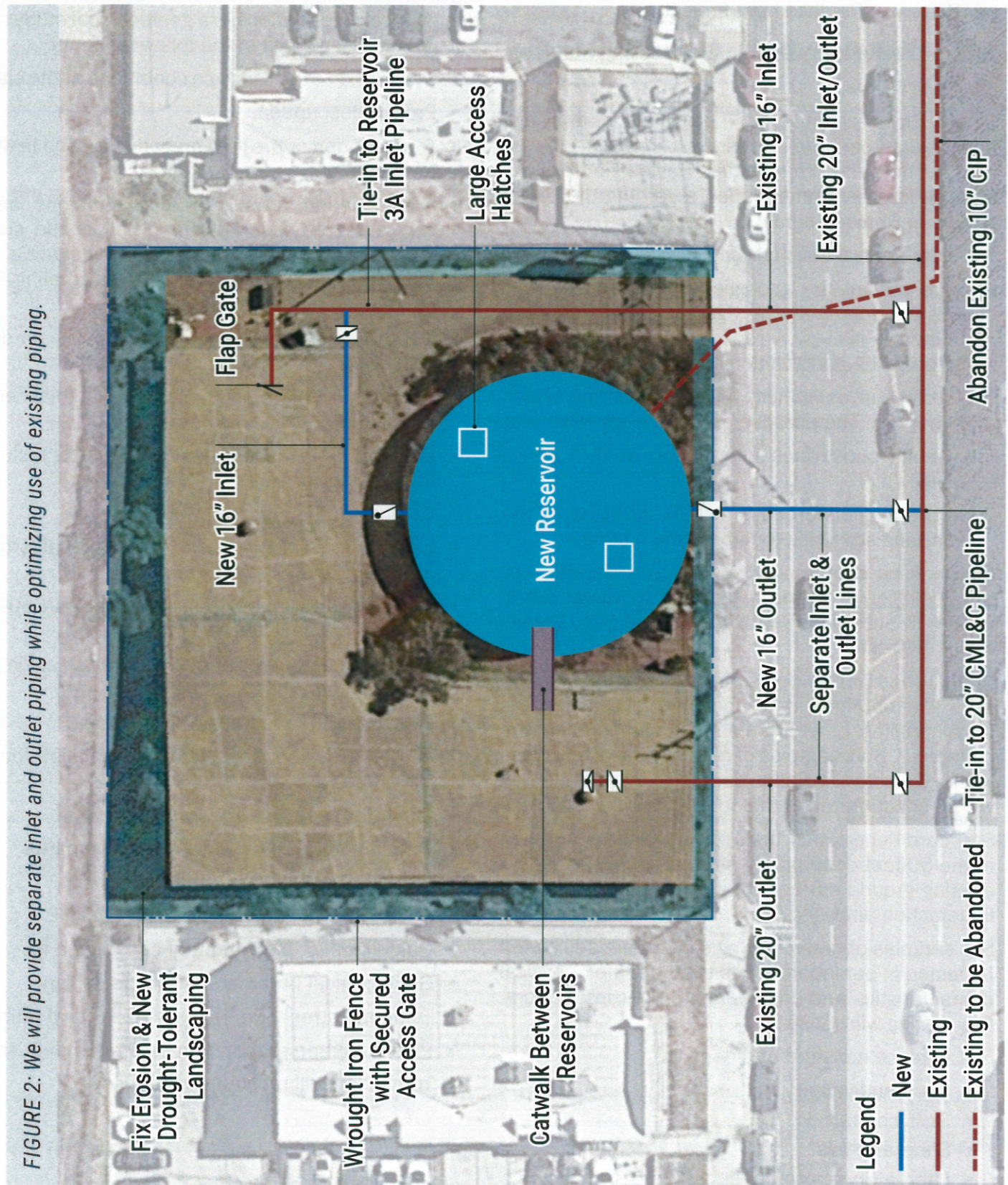
Based on our experience with replacing an existing reservoir, we recommend adoption of a Categorical Exemption, Class 1 or Class 2 (existing facility or replacement, respectively). If this approach is accepted by the City, our team can prepare a Notice of Exemption with a much smaller budget than what would be required for preparation of an IS and **the CEQA process can be completed within a month of submitting the draft Preliminary Design Report.**

*The Project Team understands the importance of having strong environmental documentation, permitting, and community outreach.*

*Between our core Project Team and our two key subconsultants (Tom Dodson & Associates and DePinto Morales), we believe we can address all environmental and community questions for the project.*



## 2 - METHODOLOGY AND WORK PLAN





## 2 - METHODOLOGY AND WORK PLAN

### WORK PLAN

This section describes our scope of work for the Upper Reservoir Replacement Project.

#### Task 1 - Preliminary Design Engineering Services

##### 1.1 - Data Review

Review City's existing data, reports, record drawings and studies concerning reservoir location, design, construction and other issues. Review and provide findings in a recommendation regarding the Upper Reservoir Replacement.

##### 1.2 - Geotechnical Investigation

Prepare preliminary geological, soils, and seismic studies to address relevant geology, seismicity, and groundwater issues. A report will be prepared to summarize the geotechnical investigation.

The surface investigation will include drilling exploratory borings. The purpose of the borings will be to:

- Obtain subsurface information at the project site.
- Collect undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

Standard Penetration Tests (SPTs) will be conducted in the 50-foot deep boring starting at 20 feet below existing ground surface for seismic settlement and liquefaction analysis.

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing will consist of:

- In-place moisture and density.
- Sand equivalent.
- Soils corrosivity.
- Sieve analysis.
- Laboratory maximum density.
- Direct shear.
- Collapse.

Data obtained from the exploratory borings and laboratory testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical study report, which will consist of the following items:

- Description of the surface conditions at the site.
- Project description.
- A description of the field procedures used in the investigation.
- A description of subsurface conditions and controlling engineering properties of the subsurface materials encountered, including a documentation of the boring and sampling locations, and groundwater level.
- Depth to groundwater and the necessity for dewatering during construction.
- Existing pavement and base material thickness (if encountered).
- Discussion on the laboratory test results including soils corrosivity.
- Geology and faulting relative to the site.
- Seismic coefficients based on 2016 California Building Code.
- Evaluation of liquefaction potential and other secondary effects of earthquakes.
- Coefficients of internal friction and cohesion of in-situ undisturbed soils.
- Lateral earth pressures.
- Allowable soil bearing capacity for shallow foundation design.
- Minimum footing embedment.
- Total and differential settlement estimates.
- Remedial grading recommendations.
- Suitability of on-site material for backfill.
- Guidelines for placement of compacted fill.
- Geotechnical parameters for pipe design.
- Temporary trench wall slope stability evaluation.
- Pipe subgrade preparation recommendations.
- Trench backfill recommendations.



## 2 - METHODOLOGY AND WORK PLAN

### 1.3 - Utility Research

Research and identify the location of all underground utilities on the project site and immediate vicinity of the proposed facilities and appurtenances. Information such as material, size, depth, and horizontal location of all facilities shall be clearly identified on the topographic, demolition and construction drawings.

### 1.4 - Topographic Survey

Provide topographic mapping of the project site and immediate vicinity by land surveying, aerial photogrammetric and other measures necessary for reservoir design, along with horizontal and vertical control.

Topographic mapping shall extend for full street right-of-way width on streets adjoining the project site, and 50-feet beyond the project site property lines that do not adjoin a public roadway. Record all features including water facilities, sanitary sewer, storm drain, power poles, driveways, fences, and bushes.

### 1.5 - Fire Flow Storage Analysis

A storage evaluation will be provided to determine if there is sufficient storage available to meet fire flow needs with the Upper Reservoir out of commission during construction. The storage evaluation will be based on existing demands, which will be calculated by evaluating meter data provided by the City. Storage criteria, such as operational, emergency, and fire flow requirements, will be defined in conjunction with City staff. Fire flow storage sufficiency will be evaluated based on the storage criteria and available storage.

### 1.6 - Landscape and Irrigation Design

A landscape and irrigation design will be provided based on the City's desire for drought-tolerant low-maintenance plants at the reservoir site. The existing trees will remain on site. The design drawings and specifications will consist of an irrigation plan with irrigation system layout, irrigation legend, notes, and details; planting with call-outs, and plant list, notes, and details.

### 1.7 - Reservoir Alternatives Analysis

An alternatives analysis will be provided for comparison of reservoir materials and construction methods. Cast-in-place concrete, pre-stressed concrete, and welded steel reservoir design concepts will be evaluated with life cycle costs and non-cost parameters utilizing a weighted-criteria ranking analysis.

The analysis will yield a reservoir design concept recommendation for incorporation with the preliminary design.

### 1.8 - Draft Preliminary Design Report (PDR) Preparation

Prepare a detailed PDR that can be construed as 30% design effort and shall include scaled exhibits and drawings. The PDR will consist of the following:

- Site considerations.
- Location of existing reservoirs on the property.
- Location of other existing facilities on the property.
- Hydraulic analysis.
- Maximum possible storage capacity of the site.
- Integration of proposed Upper Reservoir and other potential storage facilities.
- Location of other proposed potential facilities, including booster pumps currently onsite and an evaluation of their current condition.
- New on-site piping configurations.
- Geotechnical considerations.
- Civil design considerations.
- Grading and landscaping.
- Construction staging area and access.
- Protection of existing facilities.
- Community impacts and traffic analysis.
- Reservoir piping including inlet/outlet, drainage, and overflow.
- Off-site piping.
- Structural design.
- Reservoir telemetry, SCADA & instrumentation.
- Photorealistic color renderings of the site with the proposed reservoir.
- Reservoir design considerations including entry/exit, water quality control, ventilation, security, maintenance, and other issues.
- Preparation of a Class 4 Opinion of Probable Construction Cost.
- Design and construction schedule.
- Submit five (5) copies of the draft PDR for City staff review and comments, along with a flash drive containing the electronic files both in the source file format and in Portable Document Format (PDF).



## 2 - METHODOLOGY AND WORK PLAN

### 1.9 - Final PDR Preparation

Prepare final PDR based on the City's review of the draft PDR.

Submit five (5) copies of the final PDR, along with a flash drive containing the electronic files both in the source file format and in Portable Document Format (PDF).

### Task 2 - Final Design Engineering Services

The final design engineering services is based on designing a 1-MG prestressed concrete reservoir. The scope of work and fee estimate are based on the following assumptions:

- Permanent retaining walls are not required.
- Drought-tolerant landscaping will be provided.
- Existing LADWP power service is adequate.
- Existing Reservoir 3A service, MCC, and telemetry panels will not be replaced.
- Demolition and replacement of existing overflow structure and associated level sensor will be provided.
- Existing 48-inch collector manhole will be protected in place.
- Existing conduit run in access road to service, MCC, and telemetry panels will be protected in place.
- A preliminary drawing list that is provided in Appendix A of the proposal.

### 2.1 - 60% Design Documents

- Prepare 60%-level construction drawings and specifications including civil, structural, architectural, landscape, mechanical, electrical, and instrumentation and control.
- 60%-level plans and specifications for aspects of the project shall be submitted, including: water reservoir, relocation of on-site utilities, appurtenances, power poles, and other structures; and grading plans.
- Provide a Class 3 Opinion of Probable Construction Cost based on the 60%-level design documents
- Prepare recommended construction completion schedule including key milestones for the construction progress.
- Provide to the City, five (5) hardcopy sets of completed bound drawings and specifications.

- Provide to the City, a flash drive containing the electronic files in the source file format of all project documents, including the construction drawings in AutoCAD format acceptable to the City.

Provide to the City, a flash drive containing the electronic files in PDF of all the project documents for reproduction and distribution purposes.

### 2.2 - 90% Design Documents

- Prepare 90%-level construction drawings and specifications including civil, structural, architectural, landscape, mechanical, electrical, and instrumentation and control.
- 90%-level plans and specifications for aspects of the project shall be submitted, including: water reservoir, relocation of on-site utilities, appurtenances, power poles, and other structures; and grading plans.
- Provide an updated Class 2 Opinion of Probable Construction Cost based on the 60%-level design documents
- Prepare an updated recommended construction completion schedule including key milestones for the construction progress.
- Provide to the City, five (5) hardcopy sets of completed bound drawings and specifications.
- Provide to the City, a flash drive containing the electronic files in the source file format of all project documents, including the construction drawings in AutoCAD format acceptable to the City.
- Provide to the City, a flash drive containing the electronic files in PDF of all the project documents for reproduction and distribution purposes.

### 2.3 - 100% Design Documents

- Prepare 100%-level construction drawings and specifications including civil, structural, architectural, landscape, mechanical, electrical, and instrumentation and control for contract bidding.
- 100%-level plans and specifications for all aspects of the project shall be submitted, including: water reservoir, relocation of on-site utilities, appurtenances, power poles, and other structures; and grading plans.
- Provide an updated Class 2 Opinion of Probable Construction Cost based on the 60%-level



## 2 - METHODOLOGY AND WORK PLAN

design documents.

- Prepare an updated recommended construction completion schedule including key milestones for the construction progress.
- Provide to the City, five (5) hardcopy sets of completed bound drawings and specifications.
- Provide to the City, a flash drive containing the electronic files in the source file format of all project documents, including the construction drawings in AutoCAD format acceptable to the City.
- Provide to the City, a flash drive containing the electronic files in PDF of all the project documents for reproduction and distribution purposes.

### 2.4 - Traffic Control Plans

- Since the site is located within the City of Los Angeles, we anticipate the traffic control design format and standards shall conform to LADOT guidelines. The plans will be coordinated with LADOT staff and submitted for B-Permit processing.
- Two (2) traffic control plan sheets and typical details, in AutoCad format and at a scale of 1"=40', illustrating the plan view of the proposed traffic control design for construction activities within the street right-of-way adjacent to the site will be provided. The traffic control design will be based on existing conditions and the proposed improvements within public street limits.

### 1.5 - Public Outreach

- Attend up to three (3) community meetings; prepare presentation material such as PowerPoint and displays to assist City addressing community issues.
- Create public information materials including PowerPoint presentation, fact sheet with renderings, benefits statement, maps, translations, printing.

### 2.6 - Permitting Support

Submit Plans and Specifications to the following agencies for review:

- City of San Fernando Building Department
- City of Los Angeles Building Department
- SWRCB, Division of Drinking Water

It is assumed that two submittals will be required for

each agency. JRC/KJ will address comments from the reviewing agencies.

It is assumed that the City will pay for any permit fees.

### 2.7 - CEQA Support

Based on our understanding of the project, it appears an Initial Study and Negative Declaration is not required for CEQA compliance. Based on the project concept of replacing the existing reservoir in-kind, a Categorical Exemption, Class 1 or Class 2 will be prepared to meet CEQA compliance.

### 2.8 - Bidding Support

- Attendance at the Pre-Bid Meeting with General Contractors.
- Preparation of up to six (6) responses to Contractor inquiries during bidding.
- Preparation of up to two (2) Addenda to the final Contract Documents.
- Preparation of Conformed Drawings.
- Attendance at the Bid Opening.
- Assistance in the evaluation of bids and the award recommendation.

## Task 3 - Engineering Services During Construction

The following services shall be provided after award of the project, during the construction period. It is assumed that the construction period will be 12 months.

### 3.1 - RFI Responses

- Provide up to twenty (20) responses for Requests for Information (RFI). Assist in the correct interpretation of the plans and specifications, including the preparation of engineering details and sketches, if required for clarification.

### 3.2 - Submittal Reviews

- Review up to forty (40) original and twenty (20) resubmittal shop drawings and working drawings of manufacturers and constructors for substantial conformity with the contract plans and specifications.

### 3.3 - Contractor Payment Evaluations

- Review up to twelve (12) estimates of progress and final payments, submitted by the contractor, and forward recommended payment to City staff for payment by the City's Finance Department.



**SECTION # | SECTION TITLE****3.4 - Meetings and Site Visits**

- Schedule and chair a pre-construction meeting with the contractor, City staff, and consultant staff for the project.
- Forty (40) weekly visits by the Project Engineer to the project site during the active construction period.
- Three (3) site visits by the Structural Engineer to the project site
- Final inspection by the Project Engineer.

**3.5 - Record Drawings**

- Prepare revisions/corrections of plans to reflect any changed conditions during construction for the record drawings.
- Prepare Record Drawings in AutoCAD version 2008 format.
- Prepare one (1) hard copy set and PDF of the Record Drawings.

**3.6 - Public Outreach**

- Develop and maintain an informational website about the project construction, including site pictures, project schedule, and detour information for 12 months.

**Task 4 - Project Management and Meetings****4.1 - Project Management & Administration**

- Provide project management and administration, consisting of team coordination, City communication, budget tracking, schedule tracking, and invoicing. It is assumed the project duration is thirty (30) months.
- Submit Monthly Progress Reports to include budget status per task, work completed and work to be completed in next thirty (30) days. It is assumed seventeen (17) monthly progress reports will be prepared.

**4.2 - Meetings**

- Attend a kickoff meeting with the City to discuss the goals and objectives for the project
- Conduct monthly project team meetings to include City and key sub consultants during preliminary and final design phases of the project. Prepare meeting minutes. It is assumed sixteen (16) monthly project team meetings will be provided. It is assumed design review meetings will be incorporated with the monthly team meetings.

**4.3 - QA/QC**

- Submit Quality Control and Quality Assurance Plan for City review and approval.
- Submit a detailed construction Quality Control and Quality Assurance Plan for City review and approval.
- Provide quality reviews for project deliverables in accordance with Kennedy Jenks' QA/QC program.
- Provide internal project initiation meeting and concept & criteria review to review the project work plan and initial project concepts.

## 3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

### DEMONSTRATED EXPERTISE IN RESERVOIRS

Our reservoir design experience includes steel tanks and concrete reservoirs (cast-in-place and pre-stressed). We provide the gamut of services for reservoir design projects, including siting evaluations and studies, pumping and distribution facilities, water quality and mixing systems, seismic retrofitting and resilience, telemetry and controls, regulatory agency coordination, public outreach, and construction management.



**1.0**  
billion gallons in  
drinking water  
storage

**100**  
new concrete  
water storage  
tanks

**380**  
new welded steel  
water storage  
tanks

#### Map of Reservoirs in California

The JRC/Kennedy Jenks team will leverage our experience on similar projects to avoid learning curves and focus on solving your technical needs. Our relevant experience will foster sound, tailored engineering solutions meeting the needs of your reservoir.

### SIMILAR PROJECTS FROM PAST 5 YEARS

CLIENT	PROJECT	SIZE	CONSTRUCTION COST	COMPLETION DATE
City of South Pasadena	Garfield Reservoir Replacement	6.5 MG	\$19 M	2018
City of Santa Paula	Mesa Reservoir Replacement	0.6 MG	est. \$1.5 M	Design 2019
Eastern Municipal Water District	Daily II Reservoir	2.0 MG	\$3M	2015
San Diego County Water Authority	Mission Trails Flow Regulatory Structure	5 MG	est. \$23 M	Design 2019
San Francisco Public Utilities Commission	Harry Tracy WTP Treated Water Reservoir	11 MG	\$53 M	2017
Antelope Valley-East Kern Water Agency	Westside Water Bank Tank 2	4 MG	\$2M	2016
Santa Clarita Valley Water Agency	Cherry Willow Recycled Water Tank	1 MG	est. \$4 M	Design 2018



### 3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

## GARFIELD RESERVOIR REPLACEMENT PROJECT

CITY OF SOUTH PASADENA | SOUTH PASADENA, CA



**Completion Date:** 2018

**Total Project Cost:** \$19 M

#### Project Highlights

- Replacement of the City of South Pasadena's largest storage reservoir
- New cast-in-place structure
- Residential neighborhood

Kennedy Jenks was retained by the City of South Pasadena (City) for preliminary and final design for replacement of the Garfield Reservoir and Pump Station. The project consisted of analyzing six alternate reservoir and pumping configurations during the preliminary design stage. This project also consisted of replacing the City's largest storage reservoir with a cast-in-place structure having a capacity of 6.5 MG.

In addition to replacement of the reservoir, the project included replacement of the existing 2,500 gallon per minute booster station and addition of a on-site chlorination system. The pump station was equipped with two 50 HP and one 100 HP vertical turbine pumps. The site was in a residential neighborhood and the design required landscaping and noise analysis.

The design also included permanent treatment of site stormwater runoff prior to discharging to a flood control channel. The project team used a workshop format at every design milestone to obtain input/feedback from key stakeholders throughout the project.

## MESA RESERVOIR REPLACEMENT

CITY OF SANTA PAULA | SANTA PAULA, CA



**Completion Date:** Design 2019, Construction 2020

**Total Project Cost:** est. \$1.5 M

#### Project Highlights

- Site constraints
- Evaluation of tank material options
- Tank configuration alternatives

Kennedy Jenks is designing the Mesa Reservoir Replacement Project which consists of twin 300,000 gallon potable water storage reservoirs (0.6 MG total storage). The existing Mesa Tanks were constructed in the 1960s and each have nominal capacity of 0.21 MG.

Prior to commencing final design, Kennedy Jenks performed a feasibility study that investigated tank construction/material types, configuration alternatives, location and cost. Tank construction alternatives consisted of partially buried prestressed concrete, rectangular cast-in-place concrete and above-grade welded steel tank construction. The alternatives were evaluated based on available space to determine the best option for the City at this particular location.

The Mesa Tank site is constrained and located on a 2:1 hillside abutting the County of Ventura and City limits. Other considerations included providing temporary storage tanks during construction, permitting requirements, maintenance considerations, water quality, constructability, cost, environmental impacts, land acquisition, traffic impacts, grading and geotechnical considerations.



### 3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

## DAILY II RESERVOIR

### EASTERN MUNICIPAL WATER DISTRICT, CA



**Completion Date:** 2015

**Total Project Cost:** \$3M

**Project Highlights**

- Public outreach including providing 3-D renderings
- Hydraulic analysis of the pressure zone pipeline sizing, and tank sizing

The District's Daily Pressure Zone was deficient in operational and fire flow storage. The Daily Tank provided a total storage volume of only 0.21 MG while 2.1 MG was required to meet existing system demands, operational storage, and fire flow requirements.

Three separate studies were prepared analyzing the storage requirements for the Daily Pressure Zone. The first study identified storage deficiencies and recommended a 2.0 MG storage tank and 24-inch diameter inlet/outlet pipeline.

Five alternative site locations were evaluated with the recommended site location immediately east of the existing tank site. The design included separate inlet and outlet pipelines and an altitude valve and by-pass vault. An emergency overflow pond was also included and sized to include the ability to drain the bottom 2 feet of storage.

## MISSION TRAILS FLOW REGULATORY STRUCTURE

### SAN DIEGO COUNTY WATER AUTHORITY | SAN DIEGO, CA



**Completion Date:** Design 2019

**Total Project Cost:** \$23M

**Project Highlights**

- New 5 MG Reservoir
- CEQA documents

The Mission Trails suite of projects is a proposed set of improvements to the untreated water conveyance portions of the Second Aqueduct in and around Mission Trails Regional Park. In 2010, the Water Authority constructed two separate tunnel sections as part of the Mission Trails Pipeline Tunnel project. The Mission Trails Flow Regulatory Structure II will be located in between the two sections of the tunnel. Currently, the tunnel is neither connected to the Second Aqueduct nor is it continuous through its two sections.

Kennedy Jenks is providing structural design for a new five million gallon Mission Trails Flow Regulatory Structure II, new flow control facility, pipeline connections, and demolition of eight existing vent structures in Mission Trails Regional Park.

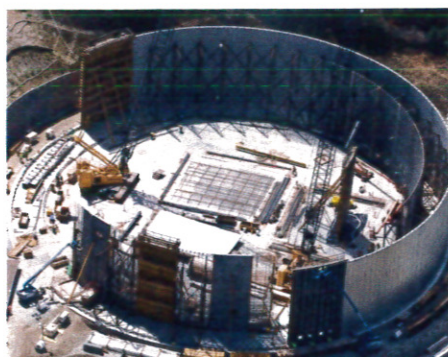
Kennedy Jenks is designing a concrete emergency storage basin using structural analysis software and developed contract drawings, prepared project design specifications, and attended client meetings.



### 3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

## HARRY TRACY WTP TREATED WATER RESERVOIR

SAN FRANCISCO PUBLIC UTILITIES COMMISSION | SAN FRANCISCO, CA



**Completion Date:** 2017

**Total Project Cost:** \$53M

#### Project Highlights

- 2017 ACEC award winning 240-foot-diameter circular tank with 46-foot water depth and supported on over 800 driven non-displacement steel H-piles located 1,000 feet from the San Andreas Fault

The 11 MG reservoir is a complex structure involving two tanks consisting of a chlorine contact tank for water treatment, constructed around a treated water storage reservoir. The inner wall of the operational storage reservoir consists of cast-in-place concrete wall with non-prestressed reinforcement and vertical post-tensioning tendons, while the outer wall of the chlorine contact tank is a strand-wound circular pre-stressed concrete tank with a cast-in-place concrete core with vertical prestressed reinforcement.

Design challenges included the location of the reservoir at a site with limited space, situated near the San Andreas and Serra Faults. The reservoir is designed to sit above a stepped excavation of partial cut into a hillside and partial fill, which resulted in a potential for differential settlement. In response, the reservoir is placed above approximately 800 H-piles driven to depths between 20 and 60-feet, which support the reservoir and resist gravity and lateral loads, including seismic and wind loads.

A soil nail retaining wall is located directly uphill of the reservoir to support the cut face of the existing hillside, rising up to 65-feet tall, and supported by approximately 1,000 soil nails up to 70-feet long. The soil nail wall is tied into an adjacent soldier pile wall.

## WESTSIDE WATER BANK - TANK 2

ANTELOPE VALLEY-EAST KERN WATER AGENCY | PALMDALE, CA



**Completion Date:** 2016

**Total Project Cost:** \$2M

#### Project Highlights

- Hydraulics, geotechnical, and hydrogeology evaluations and analyses
- Control strategy and operations plan
- Coordination with DDW for operating permit amendments

Antelope Valley-East Kern Water Agency (AVEK) implemented Phases 1 and 2 of an \$80 million water banking program with a twofold objective: (1) water supply stabilization, and (2) regulatory compliance with the Stage 2 Disinfectants/Disinfection Byproducts (D/DBP) Rule. The Westside Water Bank was constructed on a 1,475-acre agricultural property and the groundwater production is delivered to a central treatment facility with two 4 MG above ground steel tanks for chlorine disinfection and CT compliance.

- Phase 1 (completed in 2013) included over-excavated the site and compacted for the construction of both 4 MG steel tanks; however, only the first tank was constructed under Phase 1.
- Phase 2 (completed in 2016) included drilling and equipping of an additional two potable recovery wells and construction of the second 4 MG steel tank (completed in 2016). Kennedy Jenks performed the design, bid assistance, and construction support services.



### 3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

## CHERRY WILLOW RECYCLED WATER AUTHORITY

SANTA CLARITA VALLEY WATER AGENCY | SANTA CLARITA, CA



**Completion Date:** Design 2018;  
Construction 2019

**Total Project Cost:** est. \$4M

#### Project Highlights

- Tank volume and configuration alternatives evaluation
- Grant funded project
- Exterior spiral staircase for access
- Tank overflow basin included to meet discharge requirements sizing

Kennedy Jenks provided a PDR for the Recycled Water System Phase 2B. SCVWA is seeking to expand their existing recycled water system to offset potable water demands and improve water supply reliability. The PDR provided an evaluation of opportunities and design considerations to develop Phase 2B of the recycled water system.

Kennedy Jenks has completed preliminary and final design. The proposed welded steel tank will be designed to hold up to 1.0 MG of recycled water. Kennedy Jenks prepared preliminary layouts and performed tank aspect ratio (diameter vs depth) analysis to determine optimal design/capacity to provide 0.8 MG, usable storage tank within the given site constraints. Tank design will consider freeboard requirements in the analysis, and structural design alternatives (e.g., shell thickness) to address sloshing in a seismic event.

The tank will be equipped with remote monitoring and controls for integration into SCVWA's SCADA System. The tank will be equipped with a SolarBee mixer. The tank will be equipped with exterior spiral staircase for access to the roof. The tank will include protective coatings, interior and exterior to prevent corrosion.

### ADDITIONAL SIMILAR PROJECTS

*This table summarizes additional reservoir projects of similar nature to your project located in Southern California, demonstrating our team's comprehensive design experience in these areas.*

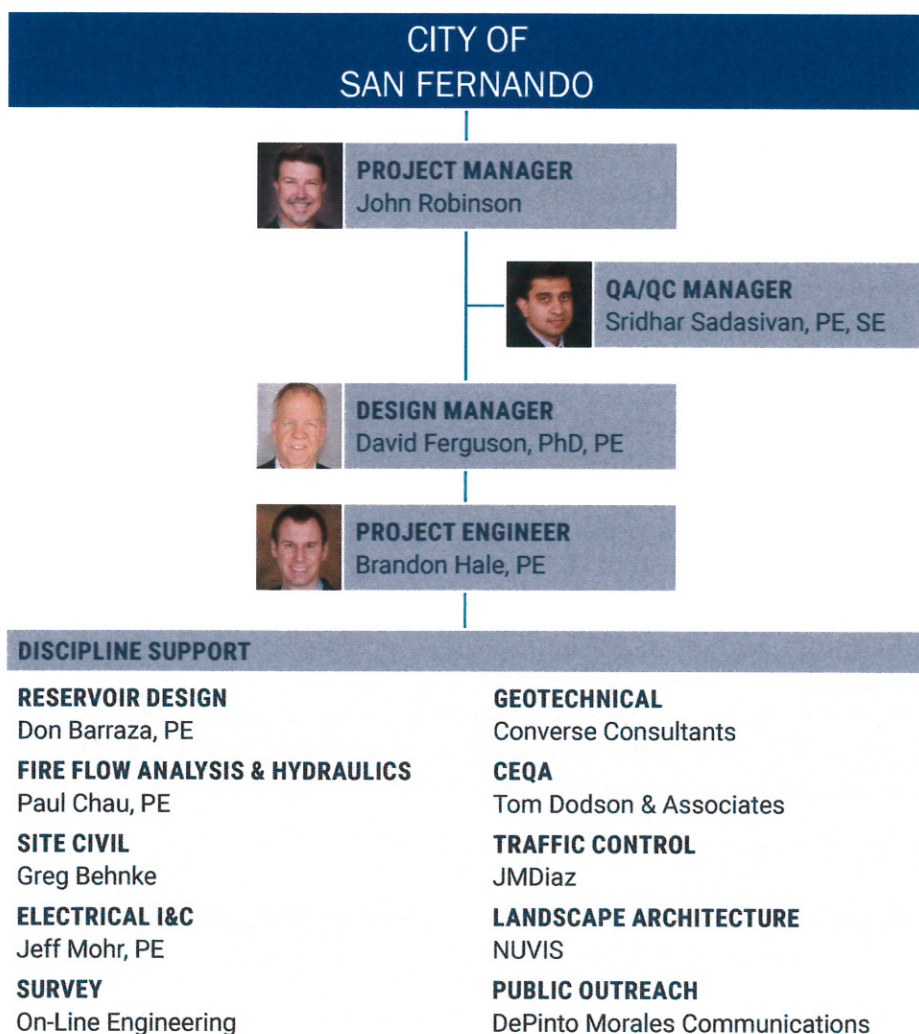
CLIENT	PROJECT	SIZE
Ventura County Water Works District #1	Recycled Water Tank	1.5 MG
Ventura County Water Works District #19	538 Zone Tank	1.0 MG
City of Fillmore	Reservoir No. 3	3.0 MG
City of Simi Valley	Lower McCoy Reservoir	1.0 MG
City of San Buenaventura	View Park Tank	0.25 MG
City of San Buenaventura	430 Pressure Zone Reservoir	2 x 2.0 MG
City of Lompoc	4 MG Reservoir	4.0 MG
Glendale Water & Power	Chevy Chase 968 Reservoir	15 MG
Santa Clarita Valley Water Agency	Rio Vista Water Treatment Plant Reservoirs	2 x 15 MG
Kern County Water Agency	Henry Garnett Water Purification Plant Reservoirs	2 x 3.0 MG
Burbank Water & Power	Reservoir No. 1	9.5 MG
City of San Buenaventura	Bailey Water Conditioning Facility Reservoir	3.0 MG
City of Santa Monica	Arcadia WTP Reservoir Seismic Damage Evaluation	5.0 MG
Calleguas Municipal Water District	Lake Bard Water Filtration Plant Reservoirs	2 x 4.0 MG



## 4 - KEY PERSONNEL

### LOCAL, RESPONSIVE DESIGN TEAM SUPPORTED BY NATIONALLY RECOGNIZED INDUSTRY EXPERTS

JRC/KJ has assembled a project team of in-house personnel with specialized and expert services to meet the scope of work identified. The City will benefit from our project team's significant expertise on similar projects. Our reputation for responsiveness has resulted in assignments for similar projects that have included studies, assessments, planning, design and construction support services for numerous clients. To accommodate this contract, the JRC/KJ team was crafted with flexibility, responsiveness, and dependability in mind.



### EXPERIENCED AND COMMITTED TO PROJECT SUCCESS:

- JRC/KJ has developed streamlined, cost-effective, and clear methodologies to handle our projects.
- Our team of professionals understand how to work effectively with municipal staff to develop strategies and tools to achieve each assignment's goals, regardless of size, scope, budget, or schedule.
- With local leadership, continuity of project team members and a minimal learning curve due to geographic familiarity, our team is committed to successfully delivering this project on time and within budget. Our commitment is backed by our history of successful project execution and meeting our clients' needs.

**100+**

**COMBINED RESERVOIR  
DESIGN PROJECTS  
DELIVERED BY OUR KEY  
STAFF**

### Subconsultants

As shown on the organizational chart above, we have selected known and reputable subconsultants to assist in specialty technical areas to supplement our team where necessary. The majority of our subconsultants are local firms that provide direct knowledge and experience to the local conditions and issues.



## 4 - KEY PERSONNEL

## A LOCAL PROJECT MANAGER YOU KNOW AND TRUST

**JOHN ROBINSON****PROJECT MANAGER****SKILL SET SUMMARY**

- Experienced in the planning, design and construction of over 25 potable and recycled water reservoirs in Southern California.
- Experienced in over 300 miles of design for new potable and recycled water pipeline.
- Provided environmental plan development and has been intimately involved with regulatory agencies with permitting jurisdiction over potable and recycled water facilities.

John has **26 years of experience** in the planning, design, and construction phases of civil and environmental engineering projects. He has completed preliminary and final design engineering of capital improvement projects, including cost estimates, reservoirs, booster pump stations, and pipelines for water and reclaimed water projects.

His experience includes construction-phase engineering services for many reservoir, pumping, and pipeline systems, and leading utility systems engineering services for several design/build infrastructure projects. He has managed many relevant projects, including the City of Beverly Hills Coldwater Canyon Reservoir replacement, Foothill Municipal Water District Reservoir Evaluations and Orange County Water District 6.0 MG Reservoir conversion.

John provides technical direction and project oversight for the development of public infrastructure that includes:

- Pipelines
- Pumping Stations
- Reservoirs
- Hydraulic Structures
- Recharge Basins
- Wells

His technical expertise ranges from master planning and program management to final design and construction implementation. As a project manager, he has on numerous occasions successfully led my project teams to complete the work within the project budgets and time schedules and with a high degree of responsiveness to the clients.

As Project Manager, John will proactively manage the project, provide scope, schedule, and budget monitoring, be responsible for staffing coordination and be available to meet with the City, facilitate workshops, and guide the high-level decisions. He understands that providing successful services on this project depends on the competence and capabilities of the team members and how they work together with the stakeholders.

**RELEVANT PROJECT MANAGEMENT EXPERIENCE SUMMARY****Reservoir Replacement**

- *City of Beverly Hills*

- Design of an 8.21-MG buried prestressed concrete reservoir.
- Site constraints needed innovative design approaches, such as shoring methods to allow for the concrete casting of the reservoir structural elements without encroaching on the surrounding properties.
- Worked closely with the Beverly Hills Parks Department.

**Reservoir Evaluations**

- *Foothill Municipal Water District*

- Conducted a reservoir alternative evaluation consisting of:
  - » Modifications to existing
  - » Construct additional
  - » Tear down
  - » Lease capacity
  - » Construct interconnection

**Reservoir Conversion**

- *Orange County Water District*

- Modified an existing 6.0-MG potable water reservoir for reclaimed water storage.
- Design of a new pump station and modification of another pump station.
- Provided a surge analysis and report, computer hydraulic model (CyberNet 2.0), and update of model (CyberNet 3.0).



## 4 - KEY PERSONNEL



## REGISTRATIONS

- Professional Civil Engineer, California
- Professional Structural Engineer, California

## SRIDHAR SADASIVAN, PE, SE

## QA/QC MANAGER



Sridhar has **16 years of practical, hands-on experience** in design and construction of potable water reservoirs. He has substantial experience with tank design and retrofits in similar seismic regions in Southern California, including projects with the Cities of South Pasadena, Glendale, and Burbank.

In addition, Sridhar is a senior Operations Director for Kennedy Jenks and has served as QA/QC reviewer for numerous water facility projects throughout the West Coast.

Sridhar will serve as QA/QC and lead a comprehensive review of project deliverables; he will dedicate his time to confirming that our QC program is followed and able to meet your needs and achieve your desired schedule.



## REGISTRATIONS

- Professional Civil Engineer, California

## DAVID FERGUSON, PhD, PE

## DESIGN MANAGER



David has **39 years of practical, hands-on experience** in the planning, design, construction, and operation of water supply, infrastructure, and treatment projects. His background includes project and program management, as well as management of engineering and/or operations for three large water utilities in Southern California. David has been responsible for the evaluation and/or design of upgrades, rehabilitation, retrofit, and/or replacement for over 40 water treatment plants, 30 reservoirs, and 20 pumping stations for 15 different water utilities.

David, serving as Design Manager, will apply his decades of experience to support the City and team in project decision-making. He will guide the planning and design efforts that will result in an affordable water facility that will meet the City's long-term needs.



## REGISTRATIONS

- Professional Civil Engineer, California

## DON BARRAZA, PE

## RESERVOIR DESIGN



Don is a senior engineer with over **30 years of experience** serving as structural engineer, project engineer, project manager, and construction resident engineer. He has worked directly with the team on reservoir assessments and designs throughout Southern California. He has practical hands-on planning, design, and construction support experience with design and condition assessment of 30+ steel and concrete tanks. In his career, he has worked on more than 18 condition assessments, structural design of over 70 concrete tanks and 70 steel reservoirs, 17 pump stations, and more than 30 water treatment plants, and has served as a senior-level reviewer for over a dozen water treatment plant projects.

Don will serve as the reservoir structural design lead for the preliminary, final and construction engineering services associated with location and configuration of the reservoir and integration and protection of the existing structures and geotechnical requirements.



## 4 - KEY PERSONNEL

### TRUSTED SUBCONSULTANT PARTNERS

JRC/KJ maintains excellent relationships with local subconsultants and specialists to help achieve project success.



Since 1946 Converse Consultants (Converse) has provided professional services in the fields of geotechnical engineering, engineering geology, ground-water sciences, environmental sciences and soils and materials testing and inspection. Their clients include public agencies and private sector clients in the transportation, water/wastewater, educational, residential, commercial and other market segments.



DePinto Morales Communications, led by David DePinto, is a firm specializing in environmental issues management, water education projects, crisis communications, public education and outreach campaigns, stakeholder relations, media relations, public affairs, and ethnic/community marketing. Geographically, Dave has implemented public education and outreach campaigns focused in the northeast San Fernando Valley, the San Gabriel Valley, the City of Los Angeles and throughout the State of California. As volunteer president of the largest homeowner association in the City of Los Angeles, Dave has unique insights and capabilities related to facilitating community discourse on controversial issues and development projects involving counties and municipalities, water districts, school districts and non-profit organizations.



JMDiaz (JMD) professionals provide comprehensive traffic engineering services including traffic analyses and design for a variety of projects. JMD conducts traffic impact analysis, including warrant analysis, and prepares traffic impact studies for new developments as well as traffic management plans for major projects involving extensive haul and detour routes. JMD's traffic engineering group performs designs including signage, channelization, traffic signals, street and parking lot lighting.



With more than 46 years of landscape architectural experience, NUVIS, a DBE/SBE professional services firm creates outdoor design solutions. In collaboration with our private sector and public agency clients, NUVIS produces design solutions from concept to construction. They are passionate about our mission to create responsible outdoor venues that provide opportunities for interaction and exhibit dramatic memorable results from texture, form, color, and pattern—inspiring people-oriented experiences.



ON-LINE Engineering is a Civil Engineering and Land Surveying firm based in the City of Pasadena and has served Southern California for 24 years. They provide professional civil engineering and land surveying services are provided to both public and private sector clients in all areas relating to land development.



Tom Dodson & Associates (TDA), incorporated in 1983, is a small environmental consulting and regulatory compliance firm. TDA is capable of providing a full range of environmental and regulatory compliance services. This includes an in-house biological staff capable of providing biological resources evaluations, as well as, revegetation and habitat restoration capabilities. TDA has provided planning and environmental consulting services for various water, hazardous waste management, biological evaluations, and base reuse projects. TDA has also prepared the environmental compliance documents needed for such projects. These documents have ranged from Initial Studies and Negative Declarations to full Environmental Impact Reports that meet California Environmental Quality Act requirements.



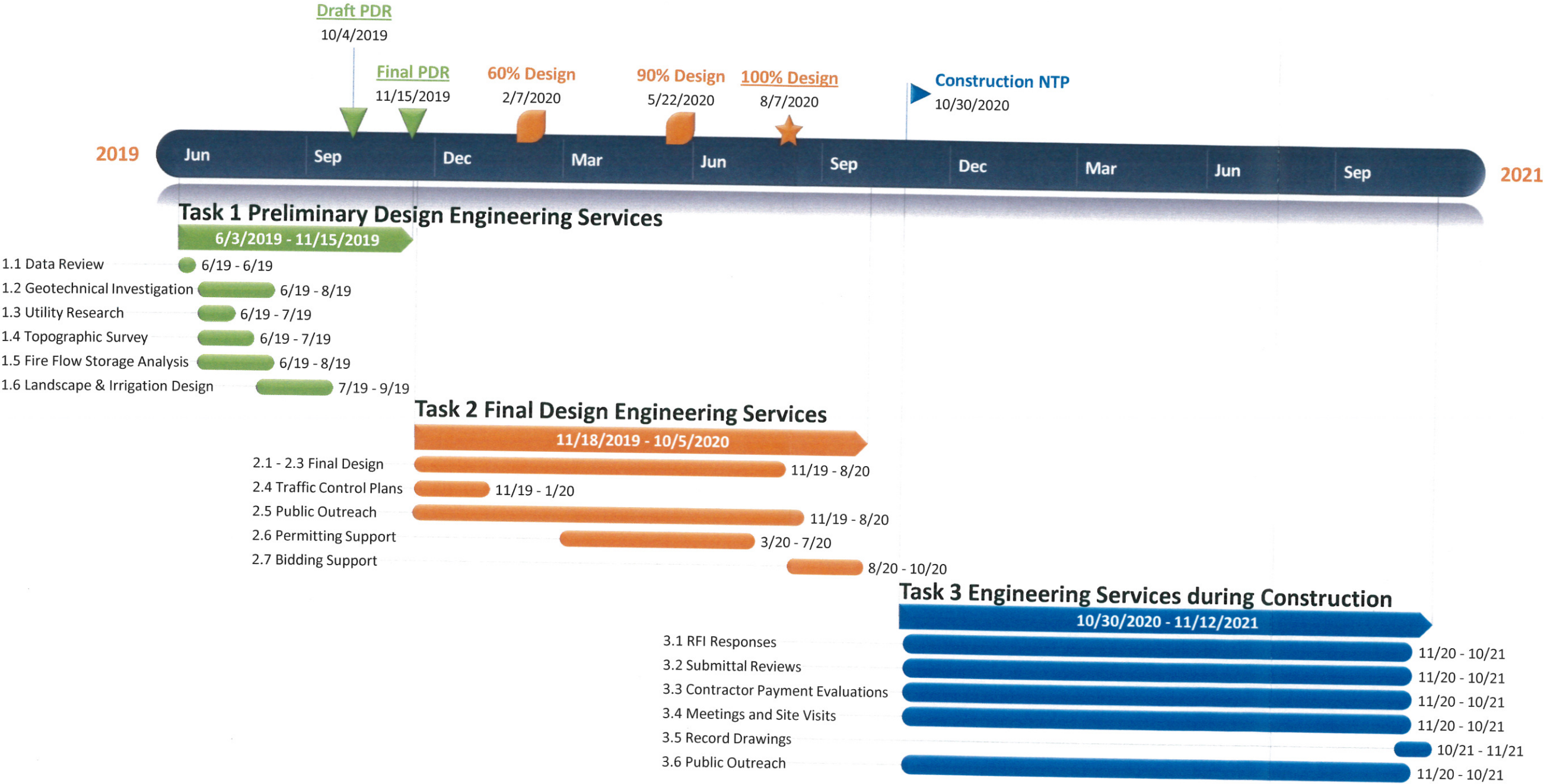
**Proposal Fee Estimate**

**John Robinson Consulting, Inc. & Kennedy Jenks**

CLIENT Name: City of San Fernando  
PROJECT Description: Upper Reservoir Replacement Project  
Proposal/Job Number: \_\_\_\_\_ Date: 4/9/2019

	JRC Project Manager	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Senior CAD-Designer	CAD-Designer	Senior CAD-Technician	CAD-Technician	Project Admin.	Administrative Assistant	Aide		JRC/KJ	Sub	Sub	Sub	Sub	Sub	Sub	JRC/KJ	Total Expenses	Total Labor + Expenses
Classification:																		Total	Total Labor	On-Line Engineering	Converse Consultants	Tom Dodson & Associates	JMDiaz, Inc.	NUVIS	DePinto Morales Comm.	ODCs		
Hourly Rate:	\$150	\$275	\$250	\$235	\$210	\$195	\$170	\$155	\$140	\$130	\$160	\$150	\$120	\$110	\$120	\$100	\$75	Hours	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees		Fees
Task 1 - Preliminary Design Engineering Services																												
1.1 Data Review		2	2		2		4	2	2									14	\$2,740				\$1,283				\$1,283	\$4,023
1.2 Geotechnical Investigation			4		2		2											8	\$1,760		\$10,447						\$10,447	\$12,207
1.3 Utility Research							4		16									20	\$2,920						\$500	\$500	\$3,420	
1.4 Topographic Survey					2		2											4	\$760	\$4,000						\$4,000	\$4,760	
1.5 Fire Flow Storage Analysis					8				20									28	\$4,480								\$0	\$4,480
1.6 Landscape & Irrigation Design					2		4											6	\$1,100					\$3,870		\$3,870	\$4,970	
1.7 Reservoir Alternatives Analysis		4	16		16		24		20		6			20				106	\$18,500								\$0	\$18,500
1.8 Draft Preliminary Design Report Preparation	8	6	4		4		40		8									70	\$12,610						\$50	\$50	\$12,660	
1.9 Final Preliminary Design Report Preparation	8	2	2		2		20											34	\$6,070						\$50	\$50	\$6,120	
																		0	\$0							\$0	\$0	
Task 1 - Subtotal	16	14	28	0	38	0	100	2	66	0	6	0	0	20	0	0	0	290	\$50,940	\$4,000	\$10,447	\$0	\$1,283	\$3,870	\$0	\$600	\$20,200	\$71,140
Task 2 - Final Design Engineering Services																												
2.1 60% Design Documents	4	7	52	24	34	52	74	85	19	0	19	0	0	80	0	0	0	450	\$78,603							\$100	\$100	\$78,703
2.2 90% Design Documents	4	7	52	24	34	52	74	85	19	0	19	0	0	80	0	0	0	450	\$78,603					\$4,420		\$100	\$4,520	\$83,123
2.3 100% Design Documents	4	2	13	6	9	13	19	21	5	0	5	0	0	20	0	0	0	115	\$20,101					\$2,830		\$100	\$2,930	\$23,031
2.4 Traffic Control Plans							4											4	\$680				\$6,850				\$6,850	\$7,530
2.5 Public Outreach	7	6					12											25	\$4,740						\$17,500	\$150	\$17,650	\$22,390
2.6 Permitting Support	2	2	8		8		16		8		4	4						52	\$9,610				\$964				\$964	\$10,574
2.7 CEQA Support							2											2	\$340			\$4,500					\$4,500	\$4,840
2.8 Bid Support	4	6	6		8		28		16		8		8					84	\$14,670					\$1,610	\$50	\$1,660	\$16,330	
																		0	\$0								\$0	\$0
Task 2 - Subtotal	25	29	130	54	93	117	229	191	67	0	55	4	8	180	0	0	0	1182	\$207,347	\$0	\$0	\$4,500	\$7,814	\$8,860	\$17,500	\$500	\$39,174	\$246,521
Task 3 - Engineering Services during Construction																												
3.1 RFI Responses		10	16		8	8	20	16	12									90	\$17,550					\$1,240			\$1,240	\$18,790
3.2 Submittal Reviews		10	16		20	20	40	16	44							10		176	\$31,290					\$620			\$620	\$31,910
3.3 Contractor Payment Evaluations		4					16											20	\$3,820								\$0	\$3,820
3.4 Meetings and Site Visits	12		12				120	12										156	\$27,060					\$1,860		\$1,200	\$3,060	\$30,120
3.5 Record Drawings								8						36				44	\$5,200							\$100	\$100	\$5,300
3.6 Public Outreach	2	2					4											8	\$1,530						\$13,500		\$13,500	\$15,030
																		0	\$0								\$0	\$0
Task 3- Subtotal	14	26	44	0	28	28	200	52	56	0	0	0	0	36	0	10	0	494	\$86,450	\$0	\$0	\$0	\$0	\$3,720	\$13,500	\$1,300	\$18,520	\$104,970
Task 4 - Project Management and Meetings																												
4.1 Project Management & Administration	30	12					30									20		92	\$14,900				\$1,130				\$1,130	\$16,030
4.2 Meetings	60	30																90	\$17,250					\$500	\$0	\$600	\$1,100	\$18,350
4.3 QA/QC		8	24				24											56	\$12,880								\$0	\$12,880
																		0	\$0								\$0	\$0
Task 4 - Subtotal	90	50	24	0	0	24	30	0	0	0	0	0	0	0	0	20	0	238	\$45,030	\$0	\$0	\$0	\$1,130	\$500	\$0	\$600	\$2,230	\$47,260
All Tasks Total	145	119	226	54	159	169	559	245	189	0	61	4	8	236	30	30	0	2204	\$389,767	\$4,000	\$10,447	\$4,500	\$10,227	\$16,950	\$31,000	\$3,000	\$80,124	\$469,891





## PRELIMINARY DRAWING LIST

<b>GENERAL</b>
G-1 Cover Sheet, Vicinity & Location Maps
G-2 Symbols, Abbreviations, and Drawing List
G-3 General Notes
<b>CIVIL</b>
C-1 General Civil Abbreviations and Legend
C-2 Horizontal Control & Paving
C-3 Grading & Drainage
C-4 Yard Piping
C-5 Pipe Profiles
C-6 Civil Details I & Site Sections
C-7 Civil Details II
<b>STRUCTURAL</b>
S-1 Structural General Notes, Design Criteria, and Abbreviations
S-2 Structural Special Inspection and Testing Schedule
S-3 Foundation and Roof Plans and Ringdrain Details
S-4 Wall and Footing Details
S-5 Prestressing Details, Miscellaneous Joint Details, Seismic Cable Details
S-6 Roof Reinforcement Plan
S-7 Roof Reinforcement Sections and Details
S-8 Wall, Floor, and Column Details, Seismic Cable Plan
S-9 Interior Ladder and Hatch Details
S-10 Pipe Entrance Details
S-11 Exterior Ladder Details
S-12 Handrail Details
S-13 Internal Piping Sections and Details
S-14 Pipe Support Details
<b>ELECTRICAL AND INSTRUMENTATION &amp; CONTROLS</b>
E-1 Electrical Abbreviations and General Notes
E-2 One Line Diagram
E-3 Electrical Site Plan
I-1 I&C Abbreviations and General Notes
I-2 P&ID
I-3 Instrumentation Details





## John Robinson, Principal Project Manager - Resume



**Qualified:** BS, Civil Engineering, California State University, Long Beach

**Connected:** California Water Environment Association (Board of Director – Past President for Los Angeles Basin Section); Orange County Water Association (Board of Directors); WaterReuse Association (Chapter Trustee for the Inland Empire Chapter)

**Professional Summary:** Mr. Robinson has 26 years of experience in the planning, design, and construction phases of civil and environmental engineering projects. He has completed preliminary and final design engineering of capital improvement projects, including cost estimates, reservoirs, booster pump stations, and pipelines for water and reclaimed water projects. His experience includes construction-phase engineering services for many reservoir, pumping, and pipeline systems, and leading utility systems engineering services for several design/build infrastructure projects. He has managed many relevant projects, including the City of Beverly Hills Coldwater Canyon Reservoir replacement, Foothill Municipal Water District Evaluation and Orange County Water District 6.0 MG Reservoir conversion.

**Coldwater Canyon Reservoir Replacement, City of Beverly Hills** – Project Manager for design of an 8.21-mg buried prestressed concrete reservoir located among multi-million-dollar homes within the City. Design incorporates demolition and removal of the existing reservoir damaged during the 1994 Northridge Earthquake. Due to site constraints, innovative design approaches were implemented, such as shoring methods to allow for the concrete casting of the reservoir structural elements without encroaching on the surrounding properties. End-use master planning and design also involved working closely with the Beverly Hills Parks Department for incorporation of the reservoir site into its neighboring park system. Proposals for the end-use of the underground reservoir's site included the installation of jogging trails and walking paths on the tank's earthen cover.

**Foothill Municipal Water District** – FMWD hired John Robinson to conduct a reservoir evaluation based upon the following five (5) alternatives: A.) Modifications to existing distribution system to access more storage currently in place; B.) Construct another reservoir on Valley Water Company land midway between the La Canada and the La Crescenta zone; C.) Tear down and construct larger La Crescenta reservoirs; D.) Lease reservoir capacity from GWP and construct an interconnection for emergency and normal operations purposes to move water to the FMWD service area; and E.) Construct an interconnection with GWP for emergency purposes.

**Rowland Water District** – Designed two steel tank water storage reservoirs having capacities of 2.0 MG and

5.0 MG. This project involved site grading, landscaping, and construction inspection.

**City of Monterey Park** – Designed a 3.0 MG steel tank reservoir which involved site grading, landscaping, and construction inspection.

**Longden Reservoir, City of Arcadia** – Served as quality assurance engineer for a pre-stressed 3.0MG. This project involved site grading, landscaping, structural, mechanical, engineering services during construction and construction inspection.

**Reservoir No. 1, Rowland Water District** – This project included investigation of a failure of reinforcing wire strand wrap of a 1965 vintage reinforced concrete circular 3.0 MG reservoir. Also included plans, specifications, and construction management for installing post-tensioned reinforcing bar system with gunite concrete corrosion protection. Reservoir was repaired and returned to service in 60 days.

**Rowland Water District** – Designed six steel tanks and one concrete water storage reservoirs having capacities ranging from 1.0 MG to 8.0 MG. These projects included site grading, landscaping, and construction inspection.

**Sunset Reservoir, City of Beverly Hills** – Served as Project Manager for this reconstruction project. This reservoir has a tennis court added at the top. This was a 4.5 MG pre-stressed reservoir. This project involved site



**John Robinson, Principal**

grading, landscaping, structural, mechanical, engineering services during construction and construction inspection.

**Big Rock Reservoir, Topanga Reservoir, Blue Rock Reservoir, Bute Reservoir, Topanga Beach Reservoir, Fairground Reservoir, and Avenue K-8 Reservoir, Los Angeles County –**

Conducted reservoir inspection, prepared specifications for replacing interior coating materials, and coordinating construction inspection service for interior recoating.

**City of Pomona** – Project Manager for a 4.0 MG pre-stressed concrete reservoir. This project involved site grading, landscaping, structural, mechanical, engineering services during construction and construction inspection.

**Reservoir No. 11, Rowland Water District –** Designed a 5.0 MG wire-wrapped partially buried concrete reservoir including site grading, landscaping, irrigation system, telemetry, and site improvements, including paving and decorative wrought iron fencing. Full construction administration services included surveying, inspection, and testing.

**Orchard Dale Water District** – Conducted reservoir inspection, prepared project specifications, reviewed bids, and made recommendation of award for recoating interior of three 1.0 MG Colima Road Reservoirs and one 5.0 MG Telegraph Road Reservoir.

**Hearst Castle, San Simeon State Park, Office of the State Architect** – Principal engineer for the design of a 1.5 MG buried concrete reservoir. This project included a design report identifying storage requirements, pump station requirements, surface water treatment system, chlorination system, and water system O&M recommendations, as well as plans and specifications for the reservoir, a 500 gpm variable reverse osmosis water treatment and pumping system, and assistance with the bid process along with construction management services. On-site part-time inspection services were also included.

**5 mgd Wastewater Treatment Plant with 2.5 mgd Title 22 Water Reclamation Facility, City of American Canyon** – Project Engineer this project currently in progress, which includes planning for a water reclamation project encompassing market assessment, hydraulic analysis, and facilities. Construction plans, specifications and estimates will be prepared for new and/or modifications to existing force mains, gravity sewers, and pumping stations, wastewater treatment plant and storage ponds. The recycled water facilities include 10 miles of recycled water pipeline, 5 miles of an industrial brine line, 1.5 MG above ground steel storage tank, and a recycled water booster pump station. Preliminary design of 4 miles of 16 recycled water pipeline, 9 miles of 6-inch

recycled water and brine pipeline and 2 miles of 6-inch recycled water pipeline for the City of American Canyon

**RP-4 Reservoir Rehabilitation, Inland Empire Utilities Agency (IEUA), Chino, CA**

Project Manager responsible for the writing, and preparation of the preliminary and final design efforts for the rehabilitation of two 5.5 MG above ground steel reservoirs. In his role as project manager, Mr. Robinson was responsible for the revision and finalization of the retrofit design criteria for the two 5.5 MG reservoirs through the preliminary and final design of the project. Additional duties included management for preliminary and final development and client coordination.

**Santa Ana Recycled Water Reservoir Conversion and Pump Station, Orange County Water District** – Project Engineer for modifications to the Santa Ana Reservoir and design of a new pump station for the Orange County Water District. Design involved modifying an existing 6.0-million-gallon potable water reservoir for reclaimed water storage and design of a new pump station to supply the Green Acres reclaimed distribution system with the stored reclaimed water and modification of Factory 21 pump station. In addition, project included a surge analysis and report, computer hydraulic model (CyberNet 2.0), and update of model (CyberNet 3.0) of the Districts recycled water distribution system. Preliminary and final design of 500 feet of 24-inch and 36-inch recycled water pipeline on the Santa Ana Reservoir and Pump Station site and Bear Street

**Project Engineer  
 Title 22 Engineering Report | East Valley Water District | Highland, CA**

Mr. Robinson served as Title 22 Engineering Report lead along with Division of Drinking Water Summary of Public Hearing, Findings of Fact and Condition, Regional Water Quality Control Board Report of Waste Discharge and NPDES permit application. John was responsible for the evaluation of applicable regulations, pollutant identification, and project feasibility to be incorporated in the Title 22 Engineering Report. Mr. Robinson's responsibilities also included the evaluation of multiple technologies, including microfiltration (MF), reverse osmosis (RO), and ultraviolet (UV) for further treatment of Title 22 recycled water for discharge into the Santa Ana River.

**Senior Manager, Hollydale Pump Station and Pipeline, Central Basin Municipal Water District and City of Vernon, CA**

Mr. Robinson's responsibilities included the preliminary design, design, and construction management of the Hollydale Pump Station located in the City of South Gate and approximately 8,000 linear feet of 12-and 18-inch recycled water pipeline to supply Malburg Generation Station. The facilities were in partnership between Central Basin Municipal Water District and City of Vernon. required SCADA controlled discharge stations for groundwater recharge.



## Sridhar Sadasivan, S.E.

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### QA/QC Manager

#### Education

BS, Civil/Environmental Engineering, University of  
Bombay, India, 2002  
MS, Structural Engineering, University of  
Cincinnati, 2004

#### Registrations

Professional Civil Engineer, California (73525)  
Professional Structural Engineer, California  
(S6039)

#### Years of Experience

16 years

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### Professional Summary

Sridhar Sadasivan has practical hands-on experience in design and construction of facilities for environmental projects. He has been involved in structural design of several water/wastewater projects, including design of treatment plants, pumping stations, chemical facilities and reservoirs. Sridhar has field engineering experience, providing construction support and inspection services at a wastewater treatment plant and at several sewer pipeline construction sites. He is knowledgeable in several structural engineering computer programs, and is also proficient in Autocad, Microstation V8, and Triforma.

### Relevant Project Experience

#### **DAILY II RESERVOIR AND PIPELINE DESIGN, EASTERN MUNICIPAL WATER DISTRICT, MENIFEE, CA | PROJECT MANAGER / PROJECT ENGINEER**

The project includes a 2 MG welded steel tank, 2,000 LF of 12-inch PVC pipeline and 18,000 CY of excavation and miscellaneous sitework. Preliminary design included a siting study for a 2 MG welded steel reservoir with evaluation of potential sites primarily based on operations and geotechnical considerations. Sridhar served as the project manager, lead structural design engineer, and lead civil engineer during the preliminary design and final design.

#### **GARFIELD RESERVOIR, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT ENGINEER**

The project involves design of two 3.25 MG partially buried concrete reservoirs in a residential neighborhood in accordance with IBC 2009 and ACI 350 provisions. The project also includes design of a below grade valve structure, a 2,000 gpm booster pump station and a 5,000 SF office/garage facility. The project site is located 100 feet from a known active fault line (Raymond fault). Served as Project Engineer coordinating the design of the project with the City and other concerned agencies including Pasadena Unified School District, LA County Flood Control District, CDPH and SCE. Also served as the lead structural design engineer and civil engineer.

#### **CHEVY CHASE 968 RESERVOIR AND BOOSTER PUMP STATION, CITY OF GLENDALE, GLENDALE, CA | PROJECT ENGINEER**

Project includes a 15 MG buried cast-in-place concrete reservoir underneath a golf course and a 2,400 gpm tri-level booster pump station in a residential neighborhood. Served as the project engineer and structural design engineer during final design and construction. During construction, managed the office services provided including attending weekly progress meetings and structural observation.

**RESERVOIR NO. 3 ROOF REPLACEMENT AND PIPING IMPROVEMENTS, CITY OF BURBANK, BURBANK, CA | STRUCTURAL ENGINEER** | Project involved replacement of roof on a 0.35 MG concrete reservoir. Preliminary design stage included evaluation of roof material alternatives. Served as the lead structural design engineer during preliminary design, design and construction.

**PRELIMINARY AND FINAL DESIGN OF RECYCLED WATER POND PUMPING STATIONS, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | TECHNICAL ADVISOR** | Project includes preliminary and final design of three pumping stations from effluent storage ponds to the distribution system. Served as a technical advisor supporting the project manager and project engineer.

**TANK SEISMIC IMPROVEMENTS, CITY OF BURBANK WATER & POWER, BURBANK, CA | STRUCTURAL DESIGNER** | A comprehensive seismic, structural, corrosion and safety assessment of 22 flat bottom steel tanks (18 potable water and four recycled water), size ranging from 0.2 MG to 10 MG, was performed on 14 different sites for the City of Burbank Water & Power. The assessment included observation and inspection to record damage and documented deficiencies and developed recommendations for the seismic rehabilitation of the tanks. The City is in the process of implementing the recommendations of the corrosion study. Seismic deficiencies in 12 tanks were identified. Engineering services included cost evaluation for retrofit alternatives for the tanks, design of the retrofit and construction administration support. To date, 10 steel tanks have been retrofitted.

**BENTON RECYCLED WATER STORAGE TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | PROJECT ENGINEER** | The project includes a 2 MG welded steel tank, 9,000 LF of 24-inch steel pipeline and 65,000 CY of excavation and miscellaneous sitework. Served as the project engineer and lead structural design engineer during the design and construction.

**STEEL TANKS SEISMIC IMPROVEMENTS, CITY OF BURBANK WATER & POWER, BURBANK, CA | STRUCTURAL ENGINEER** | Project includes geotechnical investigations and seismic evaluation of 10 welded steel reservoirs in accordance with AWWA D100 and design of seismic retrofits. Served as the project engineer and lead structural design engineer during design and construction.

**LONGFELLOW RECYCLED WATER TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, WINCHESTER, CA | PROJECT ENGINEER** | The project includes a 5 MG welded steel tank, 4,000 LF of 36-inch steel pipeline and 25,000 CY of excavation and miscellaneous sitework. Served as the project engineer, lead structural design engineer, and lead civil engineer during the design and construction.

**TUSCANY HILLS/WILDOMAR RECYCLED WATER SYSTEM DESIGN, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, LAKE ELSINORE, CA | PROJECT ENGINEER** | Design of a 3,300 gpm recycled water pump station, 0.9 MG tank, and approximately 36,000 linear feet of 6-inch to 18-inch diameter recycled water pipeline.

**WESTSIDE WATER BANK STEEL TANKS, ANTELOPE VALLEY-EAST KERN WATER AGENCY, PALMDALE, CA | STRUCTURAL ENGINEER** | Design and engineering services during construction of two 4 MG steel tanks (Phase 1 and Phase 2) and associated 42-inch inlet and outlet pipelines and tank appurtenances. The appurtenances included reservoir mixers bid and site electrical and instrumentation bid under a separate contract in an effort to obtain the most competitive tank bids.



## David W. Ferguson, Ph.D., P.E., BCEE

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### Design Manager

#### Education

BS, Civil Engineering, University of Massachusetts, 1980  
BS, Environmental Science, University of Massachusetts, 1977  
MBA, Business Management, California State University, San Bernardino, 1985  
MS, Civil Engineering, University of Massachusetts, 1980  
PhD, Executive Management, Claremont Graduate University, 1993

#### Registrations

Professional Civil Engineer, California (34626)

#### Certifications

Board Certified Environmental Engineer, American Academy of Environmental Engineers & Scientists (AAEES)

#### Memberships/Affiliations

American Water Works Association (AWWA)  
Design-Build Institute of America (DBIA)  
American Academy of Environmental Engineers & Scientists (AAEES)

#### Years of Experience

39 years

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### Professional Summary

David Ferguson, PhD has extensive experience in the planning, design, construction, and operation of water supply, infrastructure, and treatment projects. His background includes project and program management, as well as management of engineering and/or operations for three large water utilities in Southern California. He has been responsible for the evaluation and/or design of upgrades, rehabilitation, retrofit, and/or replacement for over 40 water treatment plants, 30 reservoirs, and 20 pumping stations for 15 different water utilities.

### Relevant Project Experience

**GARFIELD RESERVOIR PUMP STATION REPLACEMENT, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT MANAGER |** Preliminary Design Report and design for a two-cell 6.5 MG cast-in-place concrete rectangular partially-buried reservoir, 2,500 gpm pump station, and on-site sodium hypochlorite generation chlorination facility. The project also includes the design of the Public Works Water Distribution Yard with an office/garage/storage building and support facilities.

**WESTSIDE WATER BANK STEEL TANKS, ANTELOPE VALLEY-EAST KERN WATER AGENCY, PALMDALE, CA | PROJECT MANAGER |** Design and engineering services during construction of two 4 MG steel tanks (Phase 1 and Phase 2) and associated 42-inch inlet and outlet pipelines and tank appurtenances. The appurtenances included reservoir mixers bid and site electrical and instrumentation bid under a separate contract in an effort to obtain the most competitive tank bids.

**DAILY II RESERVOIR, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | QA/QC REVIEWER |** Design of a 2 MG above-ground, welded steel potable water storage tank and associated facilities. The project included separate inlet and outlet pipelines and an altitude valve and by-pass vault. An on-site storage pond was sized for emergency overflow as well as draining the bottom 2 feet of the tank for maintenance.



**LONGFELLOW RECYCLED WATER TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, WINCHESTER, CA | QA/QC REVIEWER |** Design of a 5 MG above-ground, welded steel recycled water storage tank and associated facilities. The project also included approximately 4,500 linear feet of a 30-inch diameter steel (CML&C) inlet/outlet recycled water pipeline in Simpson Road.

**TUSCANY HILLS/WILDOMAR RECYCLED WATER SYSTEM DESIGN, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, LAKE ELSINORE, CA | QA/QC REVIEWER |** Design of a 3,300 gpm recycled water pump station, 0.9 MG tank, and approximately 36,000 linear feet of 6-inch to 18-inch diameter recycled water pipeline.

**RESERVOIR 3A, CITY OF SAN FERNANDO, SAN FERNANDO, CA | PROJECT MANAGER |** Preliminary Design Report of alternative reservoir configurations and materials of construction to maximize storage at the site of the existing 1.0 MG Upper Reservoir. The recommended reservoir was an L-shaped partially-buried cast-in-place concrete reservoir.

**WHITEGATES NO. 1 AND NO. 2 RESERVOIR PLANNING STUDY, CITY OF RIVERSIDE, RIVERSIDE, CA | PROJECT MANAGER |** Planning Study for the sizing and site location for two buried concrete reservoirs with a total capacity of 9 million gallons. Two luxury home parcels (totaling approximately three acres) were purchased for each of the two reservoir sites. Following a design-build solicitation, the upper reservoir was constructed as a 3.5 MG cast-in-place rectangular reservoir and the lower reservoir a 5.5 MG cast-in-place rectangular reservoir.

**REGIONAL RECYCLED WATER DISTRIBUTION SYSTEM FACILITIES-PHASE II, INLAND EMPIRE UTILITIES AGENCY, CHINO, CA | PROJECT MANAGER |** Project Manager for the preliminary design and design six discrete packages that represent an estimated \$40 million in capital improvements and include 75,000 feet of 16- to 30-inch diameter pipeline, three pumping stations, and two steel tanks.

**RESERVOIR AND PUMPING STATION, CITY OF SOLVANG, SOLVANG CA | PROJECT MANAGER |** Design and Construction Administration of a 0.6 MG concrete reservoir and pumping station.

**RESERVOIR AND PUMP ADDITION, CITY OF UPLAND, UPLAND, CA | PROJECT MANAGER |** Design of a 4.6 MG concrete reservoir and pump addition.

**RESERVOIR, PIPELINE, AND PUMP STATION, CITY OF TORRANCE, TORRANCE, CA | PROJECT ENGINEER |** Design of an 18 MG buried concrete reservoir, transmission pipeline, and pump station modifications.

**RESERVOIR, SAN GABRIEL VALLEY WATER DISTRICT, EL MONTE, CA | PROJECT MANAGER |** Design of a 3 MG steel tank, site improvements, and inlet/outlet piping.

**RESERVOIR, CITY OF POMONA, POMONA, CA | PROJECT ENGINEER |** Design of a 2.7 MG steel tank, site improvements, and inlet/outlet piping.

## Brandon C. Hale, P.E.

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### Project Engineer

#### Education

BS, Civil Engineering, University of California, Los Angeles, 2010  
MS, Civil Engineering, University of California, Los Angeles, 2012

#### Registrations

Professional Civil Engineer, California (C 83374)

#### Years of Experience

6 years

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### Professional Summary

Brandon Hale is a registered professional civil engineer with a background in water resources and environmental planning in Southern California with a focus on the planning and design of infrastructure improvements, water supply and demand management, and water master planning. He has performed planning, preliminary design, final design, and construction support of several water reservoirs, transmission pipelines, pump stations, groundwater wells, and treatment processes. Brandon has developed capital, operating, maintenance and annualized life cycle costs to support the evaluation of alternatives for planning studies, as well as more refined cost estimates during design.

### Relevant Project Experience

#### **MESA TANK REPLACEMENT, CITY OF SANTA PAULA, SANTA PAULA, CA | PROJECT ENGINEER |**

Evaluated replacing twin 0.21 MG potable water steel tanks with twin 0.30 MG steel tanks, 0.60 MG concrete cast-in-place rectangular reservoir, and 0.60 MG concrete circular pre-stressed tank. Analyzed three tank alternatives on cost, constructability, operations & maintenance, permitting, residential impacts, land acquisition/easements, traffic impacts, water quality, and environmental impacts to recommend a tank alternative. Determined twin steel tanks is the best replacement option for the City.

#### **CHERRY WILLOW RECYCLED WATER TANK FINAL DESIGN, SANTA CLARITA VALLEY WATER AGENCY, SANTA CLARITA, CA | PROJECT ENGINEER/CIVIL ENGINEER |**

Currently working to develop an expedited design for the construction of twin 0.5 MG recycled water, welded steel storage tanks to expand the storage system by 1.0 MG. Responsible for coordinating pipeline connections to tank and water supply pipeline, development of an overflow detention basin to test overflow water prior to discharge to the storm drain, and site grading. A staircase will provide access to one tank with a catwalk across to the second tank. Both tanks will operate at the same level, which will communicate via SCADA system.

#### **WESTSIDE WATER BANK PHASE 2 – TANK CONSTRUCTION, ANTELOPE VALLEY-EAST KERN WATER AGENCY, ANTELOPE ACRES, CA | PROJECT ENGINEER (DESIGN PHASE) AND PROJECT CONTROLS ENGINEER (CONSTRUCTION PHASE) |**

Coordinated design of a 4 MG potable water welded steel tank between civil, structural, electrical, and instrumentation disciplines. Steel tank included access stairs, SCADA instrumentation for measurement, site lighting, grading improvements, and 42-inch steel pipe connections for inlet and outlet. Served as project controls engineering during construction to process submittal and RFI reviews.



**5 MG POTABLE WATER STORAGE TANK, LAS VIRGENES MUNICIPAL WATER DISTRICT, CALABASAS, CA | ENGINEERING SUPPORT |** Responsible for design and specification of tank appurtenances: chlorine analyzer, irrigation pump skid, and sampling station. Designed baffle layout with data from computation fluid dynamics model output. Coordinated structural, electrical, and instrumentation disciplines.

**GARFIELD RESERVOIR AND PUMP STATION REPLACEMENT, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT ENGINEER |** Coordinated and processed over 200 submittals and over 100 RFI reviews for the construction of a twin cell 6.5 MG cast-in-place potable water reservoir, 200 horsepower vertical turbine pump station, and 8,800 square foot, two story administration building.

**PACE, MOORPARK & POTRERO NO. 1 RESERVOIRS REHABILITATION, CALIFORNIA AMERICAN WATER, THOUSAND OAKS, CA | DESIGN ENGINEER |** Design Engineer and Field Engineer - Performed daily site observations at Pace Reservoir during rehabilitation construction. Responded to RFIs, submittals and change order requests. Revised contract documents for Moorpark and Potrero No. 1 Reservoirs with lessons learned from Pace Reservoir.

**PALMDALE REGIONAL GROUNDWATER RECHARGE AND RECOVERY PROJECT, PALMDALE WATER DISTRICT, PALMDALE, CA | CIVIL ENGINEER |** The proposed project would deliver water from the California Aqueduct of the State Water Project to new 80-acre recharge basins on an undeveloped site in northeast Palmdale where it will be blended with recycled water and surface recharged into the groundwater aquifer. Banked water would be available for future extraction by up to 16 groundwater extraction wells. Responsible for the preliminary hydraulic analysis of 18.5 miles of pipelines ranging from 30-inches to 48-inches in diameter. Analysis included partial- and full-pipe flows up to 72 cubic feet per second. Determined preliminary 25 miles of pipeline alignment at an estimated construction cost of \$40 million.

**DEERLAKE RANCH STORAGE AND PUMPING CAPACITY STUDY, LAS VIRGENES MUNICIPAL WATER DISTRICT, CALABASAS, CA | PROJECT ENGINEER |** Developed alternatives to expand an existing pump station by 620 gpm and increase storage by 300,000 gallons. Alternatives were phased based on the phasing of the Deerlake Ranch tract construction. Two pumping and nine storage alternatives were evaluated with a decision matrix to recommend a project. Developed construction costs for alternatives.

**POTABLE WATER SYSTEM UPGRADE, MT SINAI MEMORIAL PARKS & MORTUARIES, LOS ANGELES, CA | CIVIL ENGINEER |** Drafted a conceptual design report to upgrade the existing potable water pump station to meet the new high pressure potable water service connection, including hydraulic calculations under gravity flow and pumping conditions. Evaluated different alternatives prior to selecting a hydropneumatic pump system to provide service during normal operations and while supplying irrigation water when the recycled water system was offline.

**PHASE III RECYCLED WATER PROJECT PIPELINE EXPANSION SEGMENT 5, CARLSBAD MUNICIPAL WATER DISTRICT, CARLSBAD, CA | CIVIL ENGINEER |** Led the preliminary and final design of approximately 9 miles of recycled water transmission and distribution pipelines. New pipe ranged in size from 6- to 8-inches in diameter. Determine applicable permits required for construction within the public right-of-way and for crossing a North County Transit District railroad with a bore and jack construction approach.

## Donald L. Barraza, P.E.

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### Reservoir Design

#### Education

BS, Civil Engineering, University of Wyoming, 1986

#### Registrations

Professional Civil Engineer, California (45483)  
Professional Civil Engineer, Washington (41090)  
Professional Civil Engineer, Oregon (75021)

#### Memberships/Affiliations

American Society of Civil Engineers  
Structural Engineers Association of California  
Applied Technology Council  
State of California's Governor's Office of  
Emergency Services

#### Years of Experience

32 years

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### Professional Summary

Don Barraza is a senior engineer with over 30 years of experience serving as structural engineer, project engineer, project manager, and construction resident engineer. In these roles he provided services for the planning, design, condition assessment, and construction of water supply, treatment, storage and distribution facilities. In his career, he has worked on more than 18 condition assessments, structural design of over 70 concrete tanks and 70 steel reservoirs, 17 pump stations, and more than 30 water treatment plants and has served as a senior-level reviewer for over a dozen water and wastewater treatment plant projects. He also serves as chairman of the AWWA committee on cast-in-place conventionally reinforced concrete water storage tanks.

### Relevant Project Experience

**GARFIELD RESERVOIR REPLACEMENT PROJECT, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT ENGINEER** | Structural designer in responsible charge for the alternatives evaluation and preliminary design of a 6.5 MG replacement of the existing cast-in-place earth embankment rectangular concrete reservoir. After completion of preliminary design, provided structural QA/QC review for the final construction document development of the replacement of the reservoir with two new conventional concrete rectangular reservoirs, replacement pump station, inlet/outlet valve vault, and maintenance building.

**9.5 MG RESERVOIR NO. 1 RECONSTRUCTION, BURBANK WATER & POWER, CITY OF BURBANK, CA | RESPONSIBLE-IN-CHARGE** | Project Manager and structural designer in responsible charge for the design and construction of the replacement of the City's Reservoir No. 1 a 1941 era 6.9 MG earth embankment reservoir constructed within a DSOD jurisdictional dam. Led a design team which evaluated several alternative configurations for replacement of the reservoir. Final design was developed around construction of two new conventional concrete reservoirs, one rectangular and the second trapezoidal, configured to fit within the original footprint of the single 6.9 MG capacity reservoir but increased in total storage capacity to 9.5 MG.

**CHEVY CHASE 968 RESERVOIR AND BOOSTER PUMP STATION, CITY OF GLENDALE, GLENDALE, CA | PROJECT ENGINEER** | Structural designer in responsible in charge for the design of the 15.0 MG Chevy Chase 968 Reservoir. The trapezoidal reservoir measuring 475 feet by 245 feet was designed with storage separated into two halves and fully buried with vehicle live load over the top of the reservoir and constructed beneath the Chevy Chase County Club golf course.



**HARRY TRACY WATER TREATMENT PLANT (HTWTP) LONG-TERM IMPROVEMENTS PROJECT, SAN FRANCISCO PUBLIC UTILITIES COMMISSION, MILLBRAE, CA | PROJECT ENGINEER** | Structural responsible in charge and designer for a 15.0 MG conventionally reinforced and prestressed concrete reservoir. The circular reservoir is divided into two compartments with a 4.0 MG circular chlorine contact chamber surrounding an 11.0 MG operational storage clearwell. The reservoir is a 240-foot-diameter circular tank designed in accordance with ANSI/AWWA D110-04 with a 46-foot water depth. The reservoir is pile supported on over 800 driven non-displacement steel H-piles and constructed about 1,000 feet from the active San Andreas Fault and adjacent to Interstate 280.

**NICOLAS RESERVOIR ENGINEERING SERVICES, RANCHO CALIFORNIA WATER DISTRICT, TEMECULA, CA | CIVIL ENGINEER** | Work included the preparation of design plans, specifications and cost estimates for two 3.5-million-gallon prestressed concrete tanks, inlet/outlet transmission main, and parallel transmission mains.

**BENTON RECYCLED WATER STORAGE TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | QA/QC MANAGER** | Preliminary and final design of a 2.0 MG recycled water steel tank and approximately 8,500 linear feet of a 24-inch diameter recycled water pipeline.

**LONGFELLOW RECYCLED WATER TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, WINCHESTER, CA | STRUCTURAL DESIGNER** | Design of a 5 MG above ground, welded steel recycled water storage tank and associated facilities. The project also included approximately 4,500 linear feet of a 30-inch diameter steel (CML&C) inlet/outlet recycled water pipeline in Simpson Road.

**2.0 MG PAXTON ROAD RESERVOIR DESIGN AND CONSTRUCTION, CITY OF KELSO, KELSO, WA | PROJECT ENGINEER** | Structural designer in responsible charge for the design of a 2.0 MG strand wound circular prestressed concrete water storage tank with a cast-in-place dome roof.

**7.25 MG AND 10.0 MG NORTHEAST WATER STORAGE RESERVOIR REPLACEMENT, CITY OF ROSEVILLE, ROSEVILLE, CA | PROJECT ENGINEER** | Structural responsible charge for design and CM for 7.25 MG and 10.0 MG strand-wound, circular, prestressed concrete water storage tanks. The reservoirs were designed with an AWWA D110 Type I core wall, an underdrain system, and a separate inlet and outlet system for mixing and turnover of the tank contents including demolition of a 6.0 MG prestressed reservoir.

**RESERVOIR REPLACEMENT, SONOMA STATE UNIVERSITY, ROHNERT PARK, CA | PROJECT ENGINEER** | Engineering for the replacement of two precast concrete 0.25 MG water reservoirs. Final design and construction administration services for three new ground level welded steel water storage tanks.

**1.0 MG Minor Road Reservoirs Seismic and Structural Evaluation, City of Kelso, Kelso, WA | RESPONSIBLE-IN-CHARGE** | Responsible in Charge and structural designer for the seismic evaluation of two 1.0 MG circular conventional concrete water storage tanks. This project included evaluation of the failure path and inundation zone associated with reservoir failure adjacent I-5.

**GYPSY HILL AND ROYCE RESERVOIRS EVALUATIONS AND REPLACEMENT, NORTH COAST COUNTY WATER DISTRICT, PACIFICA, CA | PROJECT ENGINEER** | Engineering services for the design of two 3.0 MG welded steel tanks for the Gypsy Hill and Royce Reservoir.

**1.0 MG Recycled Water Reservoir, Menlo Country Club, Woodside, CA | STRUCTURAL PROJECT MANAGER** | Project Manager and structural discipline lead for the design of a new 1.0 MG circular buried conventional concrete reservoir for irrigation storage supply for the country club golf course.



## Paul H. Chau, P.E., CEM

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### Fire Flow Analysis & Hydraulics

#### Education

BS, Environmental Engineering and Science,  
University of California, Los Angeles, 2006  
MS, Civil and Environmental Engineering, Stanford  
University, 2007

#### Certifications

Certified Energy Manager, Association of Energy  
Engineers (#21448)

#### Years of Experience

12 years

#### Registrations

Professional Civil Engineer, California (C75784)

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### Professional Summary

Paul Chau is a civil engineer and certified energy manager with a diverse background in master planning, water supply planning, hydraulic water modeling, energy analysis, and infrastructure design. He has built, developed, calibrated, and analyzed hydraulic water models using InfoWater and WaterGEMS. He has also provided engineering analyses such as fire flow storage analysis, demand development, reservoir, pipe, and pump station sizing, and Capital Improvement Program (CIP) development.

### Relevant Project Experience

#### **MORRO TANK RETROFIT, RAINBOW MUNICIPAL WATER DISTRICT, FALLBROOK, CA | CIVIL**

**ENGINEER |** The Morro Tank is the lone source of storage in one of Rainbow Municipal Water District's (RMWD) water distribution system pressure zones. A structural and geotechnical analysis of the tank discovered the tank sits on unstable soil, which would require significant investment to rectify. Carried out a hydraulic analysis to determine alternative means of providing storage and pumping facilities for the pressure zone. The hydraulic analysis resulted in a more cost efficient solution for RMWD.

#### **WATER & SEWER MASTER PLAN, ROSAMOND COMMUNITY SERVICES DISTRICT, ROSAMOND, CA**

**| PROJECT MANAGER |** Providing project oversight and project management for the development of water and sewer master plans for Rosamond Community Services District, which provides sewer, water, park, and lighting services for the City of Rosamond in Antelope Valley. An InfoSewer hydraulic model was developed and a facility analysis was executed, including a fire flow assessment for both storage and pipeline capacities.

#### **WATER MASTER PLAN UPDATE, CITY OF THOUSAND OAKS, THOUSAND OAKS, CA | PROJECT**

**ENGINEER |** Served as a project engineer for preparation of the City of Thousand Oaks' (City) 2015 Master Plan Update. The purpose of the project is to identify infrastructure improvements required for the City's water distribution system, including improvements to meet fire flow requirements. In addition, the hydraulic model is utilized to perform a water age analysis of the system, in order to identify areas of the system that potentially can have low disinfection levels

#### **WATER, RECYCLED WATER, AND SEWER MASTER PLANS, CITY OF SOUTH GATE, SOUTH GATE, CA**

**| PROJECT ENGINEER |** Project included the preparation of a Water Master Plan, Recycled Water Master Plan, and Sewer Master Plan as three standalone documents to address water demands, recycled water demands, and gravity sewer flows. Each document evaluates the immediate, short-



term (5-year), and ultimate deficiencies and establish the infrastructure requirements. The Water Master Plan included a facility analysis that analyzed fire flow requirements for the storage and pipeline facilities.

**WATER FACILITIES MASTER PLAN UPDATE, CITY OF SAN BERNARDINO, SAN BERNARDINO, CA**

**| PROJECT ENGINEER |** Worked collaboratively with the San Bernardino Municipal Water Department to update its Water Facilities Master Plan, and develop a roadmap for continued successful performance and operation of critical water system infrastructure. Project included update of geographic information system (GIS) database, hydraulic model development, fire-flow testing, calibration, demand modeling and projections, statistical analysis to determine impact factors (economy, weather, employment etc.) on future demands, water conservation strategies, water resources, hydraulic analysis, Capital Improvements Program (CIP), and model training.

**HATTAN ROAD PUMP STATION DESIGN, CLACKAMAS RIVER WATER, CLACKAMAS, OR | MODELING TECHNICAL ADVISOR |**

Clackamas River Water District is working to complete their Backbone Projects initiative to meet water demand and increase reliability and capacity in both their north and south service areas. Kennedy Jenks designed a new water booster pump station to deliver water south of the Clackamas River. The station includes three, 400-horsepower vertical turbine pumps to deliver 5.6 MGD to the Redland Reservoirs, a dual surge tank system and a pressure relief valve to deliver water north by gravity and bypassing the pump station. Paul provided technical guidance for hydraulic modeling services to define the pump station capacities.

**LAS POSAS REPLACEMENT WATER STUDY, CALLEGUAS MUNICIPAL WATER DISTRICT, MOORPARK, CA | PROJECT ENGINEER |**

Kennedy Jenks provided CMWD and Fox Canyon Groundwater Management Agency engineering services to perform the Study, which comprised fourteen individual studies each evaluating a water supply alternative. Kennedy Jenks developed key criteria to assess each project alternative. Results of this Study found that opportunities to diversify the Basin's water supply are regionally accessible within supply types including stormwater, treated brackish water, imported water, and recycled water, as well as invasive vegetation removal. Factors impacting the overall feasibility of an evaluated alternative include capacity and capital costs per project, and potential limitations on supply availability such as water rights, agency terms, hydrological availability, drought, and other limitations. Project also included stakeholder engagement for criteria development and analysis review.

**RECYCLED WATER RESOURCES PLAN, RANCHO CALIFORNIA WATER DISTRICT, TEMECULA, CA**

**| PROJECT ENGINEER |** Currently developing a Recycled Water Resources Plan (RWRP) to provide the District a clear and concise strategy for utilizing its available recycled water supplies. Twelve non-potable and potable reuse alternatives (including groundwater replenishment, conjunctive use via nearby reservoir, streamflow augmentation and direct potable reuse) were evaluated using a weighted-criteria ranking analysis utilizing criteria developed by the Board of Directors. Led the development of the technical parameters, regulatory compliance, and life cycle cost estimates for the project alternatives that were considered.

**RECYCLED WATER MASTER PLAN UPDATE, SANTA CLARITA VALLEY WATER AGENCY (CASTAIC LAKE WATER AGENCY), SANTA CLARITA, CA | PROJECT ENGINEER |**

Led the engineering team for Prop 84-funded Recycled Water Plan to investigate non-potable reuse, groundwater recharge, surface water augmentation and direct potable reuse for CLWA and the four retailers in the region. Paul led oversight and QA/QC of the hydraulic modeling development. Included alternative analysis and facility siting considerations for 14 sub-alternatives, including evaluation of conveyance requirements and costs.



## Gregory B. Behnke

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### Site Civil

#### Years of Experience

41 years

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#### Professional Summary

Greg offers over 40 years of experience in the civil and sanitary engineering field. His regular responsibilities include the development of design and preparation of plans and specifications for wastewater and water treatment plants, as well as sanitary, potable and reclaimed water pipelines, reservoirs, mass grading and wetland restorations projects. He also has experience working as a system administrator, IT coordinator and providing CAD support. Greg is experienced in the production of grading plans, pipeline and site design, yard piping design, and reservoir design using Bentley MicroStation, InRoads, InterPlot, and Autodesk Civil 3D modeling software applications. He is skilled in detailed design of pipelines, digital terrain modeling, and extremely proficient in earthwork, earthwork quantities and pond storage volume calculations.

#### Relevant Project Experience

**DAILY II HYDROPNEUMATIC BOOSTER PUMP STATION, EASTERN MUNICIPAL WATER DISTRICT, TEMECULA, CA | CIVIL DESIGN LEAD |** Provided design of horizontal controls, paving, and grading and drainage.

**DAILY ROAD CONSTRUCTION SUPPORT, EASTERN MUNICIPAL WATER DISTRICT, TEMECULA, CA | CIVIL DESIGN LEAD |** Provided horizontal control, paving, and grading, and drainage.

**TWO-8 MG RESERVOIRS, PUMPING STATION, WELL IMPROVEMENTS, AND PIPELINES, CITY OF WESTMINSTER, WESTMINSTER, CA | LEAD DESIGNER |** Lead designer for the reservoir replacement project located at the intersection of Hoover Street and Hazard Avenue. The work involved the development of a water production well drilled within the site to provide additional water supply for the City's drinking water system. The well pump was 2,500 gpm with 200 hp. The project consisted of a complete water supply and storage system that included a booster pump station (4-3,100 gpm, 200 hp pumps), well pump, disinfection system using sodium hypochlorite and water softeners, emergency back-up power generator, two 8-MG, steel tank reservoirs. The site improvement also included soil stabilization by drilling an array of stone columns and surcharging the site where the two reservoirs will be placed. The soil stabilization project was completed after the well was drilled and tested. The yard piping varied from 36" to 10" and involved connections to two different water service areas.

**10 MG TILDEN RESERVOIR, CITY OF RIVERSIDE PUBLIC UTILITIES DEPARTMENT, CITY OF RIVERSIDE PUBLIC UTILITIES DEPARTMENT, RIVERSIDE, CA | LEAD DESIGNER |** Civil engineering design lead for this 10 MG with 16-foot side water depth and a total depth of 24 feet (2-5 MG cells), Pressure Zone 1020, buried concrete reservoir located in the southwest part of the city. The 10 MG reservoir was a buried cast-in-place concrete reservoir with 16 feet side water depth and 24 overall depth feet using a hopper bottom. The reservoir is located in the hillside overlooking Creighton Street and Gramercy Place. This project had unique challenges because the design and construction had to keep an above ground 1.5 MG steel reservoir in service while the new concrete buried reservoir was



constructed in the hillside next to it. The civil site work was also challenging due to the hillside design and steep access roads needed to access both the existing steel tank reservoir and the top of the new buried reservoir. Assisted during the construction phase where surficial erosion occurred and affected the cover. Significant repairs were necessary due storm water flooding.

**7.5 MG VAN BUREN RESERVOIR, CITY OF RIVERSIDE PUBLIC UTILITIES DEPARTMENT, RIVERSIDE, CA | LEAD DESIGNER |** Civil engineering design lead for this 7.5 MG, Pressure Zone 1200 with 16 feet side water depth and a total depth of 24 feet using a hopper bottom, buried concrete reservoir located in near Equestrian Drive and Van Buren Boulevard at Mockingbird Canyon Reservoir. This project was planned to expand one additional 7.5 MG cell to the west. Additional features were provided for that future expansion such as a common 30-inch steel inlet with stub outs. Also, the wall connections for the expansion were built so that the reinforcing and water stops were included.

**CANYON LAKE WATER TREATMENT PLANT FACILITIES MASTER PLAN, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, CANYON LAKE, CA | CIVIL DESIGN LEAD |** Provided horizontal control, paving, grading and drainage, and yard piping design.

**DIAMOND VALLEY LAKE ENGINEERING SERVICES DURING CONSTRUCTION (AS A SUBCONSULTANT), METROPOLITAN WATER DISTRICT, LOS ANGELES, CA | CIVIL CAD TECHNICIAN |** Provided civil plans and profiles.

**STERLING NATURAL RESOURCE CENTER DESIGN-BUILD BRIDGING DOCUMENTS, SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, HIGHLAND, CA | CIVIL DESIGN LEAD |** Provided horizontal control, paving, and grading and drainage.

**NORTH CITY PLANT EXPANSION - PIPELINE DESIGN AND SECONDARY CLARIFIER AREA DESIGN, CITY OF SAN DIEGO, SAN DIEGO, CA | CIVIL DESIGN LEAD |** Provided horizontal control, pipe design and relocations.

**NORTH CITY PLANT EXPANSION - EARLY SITE WORK FOR PIPELINE DESIGN AND SECONDARY CLARIFIER AREA DESIGN, CITY OF SAN DIEGO, SAN DIEGO, CA | CIVIL DESIGN LEAD |** Provided horizontal control, pipe design and relocations.

**WASTEWATER RECLAMATION FACILITY CONSTRUCTION MANAGEMENT, HI-DESERT WATER DISTRICT, YUCCA VALLEY, CA | CIVIL DESIGN LEAD |** Provided horizontal control, paving, grading and drainage and yard piping design.

**WELL NO. 41 WELLHEAD TREATMENT PROJECT, ONTARIO MUNICIPAL UTILITIES COMPANY, ONTARIO, CA | DESIGN ENGINEER |** Provided design engineering and bid support services for the Well No. 41 Wellhead Treatment Project. The project included a 2,350 gpm ion exchange perchlorate treatment facility, new chlorine building for on-site generation of sodium hypochlorite (relocation of existing OSG system from Well No. 41 building), associated site improvements, approximately 1,300 LF of 16-inch diameter CML&C groundwater supply pipeline, 200 LF of 16-inch diameter CML&C treated water pipeline, and 300 LF of 18-inch diameter RCP storm drain. The ion exchange treatment process includes two pre-filters, four 12-foot diameter ion exchange treatment vessels (two trains in lead-lag configuration), along with flow metering, and controls.

## Jeffrey R. Mohr, P.E., C.E.M

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### Electrical and Instrumentation & Controls

#### Education

BS, Electrical Engineering, California Polytechnic State University, 1998

#### Registrations

Professional Electrical Engineer, California (18977)  
Professional Engineer, Colorado (PE.0049941);  
North Dakota (PE-9513)  
Professional Electrical Engineer,  
Alaska (AELE13776); New Mexico (22963);

Nevada (022088); Oregon (85974PE);  
Texas (119554); Washington (4875);

#### Memberships/Affiliations

Institute of Electrical and Electronics Engineers  
(IEEE)  
Certified Energy Manager (AEE)

#### Years of Experience

19 years

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### Professional Summary

Jeff Mohr has over 19 years of experience in the design and construction administration of power, control, and instrumentation systems for various water and wastewater projects. His designs have included low- and medium-voltage power generation and distribution systems, variable frequency drives, indoor and outdoor lighting, solid state power system monitoring and protection, hardwired relay and programmable logic controller (PLC) control systems, and various data acquisition and other instrumentation systems. Jeff has managed several large electrical generator installation projects and electrical equipment replacements on existing facilities, while maintaining continuous operation during the construction process, improving electrical safety and optimizing existing facilities to save construction costs.

### Relevant Project Experience

**PURE WATER MONTEREY - GROUNDWATER REPLENISHMENT, GWR INJECTION WELL FACILITIES, ENGINEERING SERVICES DURING CONSTRUCTION, MONTEREY ONE WATER, MONTEREY, CA | ELECTRICAL ENGINEER** | Project responsibilities included assisting the team with Engineering Services During Construction and helped coordinate the incoming electric utility service with Pacific Gas and Electric (PG&E). The AWTF facility was designed to receive two power feeds through its 21kV Main-Tie-Main switchgear. To meet construction schedules, the 21kV primary service was coordinated with PG&E. The design of the alternate 21kV power supply from Waste management District is currently being finalized and coordinated with PG&E. The final power distribution arrangement will provide the client with a reliable power distribution system while optimizing energy usage costs.

**CHERRY WILLOW RECYCLED WATER TANK FINAL DESIGN, SANTA CLARITA VALLEY WATER AGENCY, SANTA CLARITA, CA | LEAD ELECTRICAL ENGINEER** | Design of an electrical distribution system to support the construction of two recycled water tanks, associated seismic valve controllers and area site lighting and receptacles. Coordinated with SCE to ensure incoming utility modifications were brought to the site.

**LIFT STATION 1 REPLACEMENT, RAINBOW MUNICIPAL WATER DISTRICT, BONSALL, CA | LEAD ELECTRICAL ENGINEER** | Assisting junior engineers in the design of lift station replacement project. Project includes a 50kW optional standby power generator to back up necessarily facility equipment and maintain operation of the lift station.



**PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION, CITY OF ROSEVILLE, ROSEVILLE, CA | CHIEF ELECTRICAL ENGINEER** | Responsibilities included performing quality review of design-assist documents for plant modifications to construct primary clarifier and associated pumping, solids thickening facilities, rehab of a WAS holding tank to centrate storage tank, digester facilities and a waste gas burner. The electrical work included modifications to an existing 480V metal clad switchgear, new 480V motor control centers, 480-120/208V step-down transformers and 120/208V panelboards.

**SAN JOSE-SANTA CLARA REGIONAL WASTEWATER FACILITY FILTER REHABILITATION, CITY OF SAN JOSE, WATER POLLUTION CONTROL, SAN JOSE, CA | ELECTRICAL ENGINEER** | Project responsibilities included review of existing design documents for the upgrading of 16 filters and associated electrical infrastructure. Will provide quality analysis and control throughout the duration of design to ensure project constructability and help optimize project costs.

**SOUTH SAN LUIS OBISPO WWTP REDUNDANCY PROJECT, SOUTH SAN LUIS OBISPO COUNTY, OCEANO, CA | ELECTRICAL ENGINEER** | Project responsibilities included review of existing design documents for the installation of both medium and low-voltage electrical distribution system for the operation of groundwater injection wells and future facility booster pumps. Jeff will be providing quality analysis and control throughout the duration of design to ensure project constructability and help optimize electrical equipment layout and project costs.

**PROJECT 716 DUAL MEDIA FILTERS PHASES 3 & 4, CLARK COUNTRY WATER RECLAMATION DISTRICT, LAS VEGAS, NV | LEAD ELECTRICAL ENGINEER** | Served as the lead electrical engineer for the design of expanded tertiary facilities for Clark Country Water Reclamation District. Project included the expansion/addition of granular media filters, a new filter influent pump station, retrofit of existing UV disinfection technology, and retrofit of other existing ancillary facilities. Tasks included bringing in two new utility services to a double-ended 12.47kV-480/277V unit substation. Unit substation was equipped with differential relay protection to limit arc flash hazard levels. Other project tasks included design and preparation of single line diagrams for both medium and low voltage distribution systems, electrical motor control schematics, uninterruptible power supply system, and interfaces with PA, telephone communication, site security and fire alarm systems.

**GREEN RIVER WATER TREATMENT PLANT, TACOMA PUBLIC UTILITIES, TACOMA, WA | LEAD ELECTRICAL ENGINEER** | Served as the lead electrical engineer in the construction management of the filtration facilities expansion for the Green River Water Treatment Plant. Work included modifications to the 12.47 kV primary electrical system to loop feed power around the site and interface with a new optional standby 12.47 kV paralleling diesel engine generator system. Remote operating panels were designed for the primary generator system to reduce arc flash hazards and promote safety for plant personnel. Other project details included the design of aeration and final sedimentation facilities, filters, new chemical systems and modifications to existing chemical systems, solids handling facilities, including thickeners and dewatering, two clearwells, and a finished water pump station.

**FULTON PUMP STATION, PORTLAND WATER BUREAU, PORTLAND, OR | LEAD ELECTRICAL ENGINEER** | Served as the lead electrical engineer for the Fulton Pump Station Replacement Project. The pump station was designed to supply 18 mgd as a reliable means to supply to Burlingame Service Area. Project tasks included utility coordination with the electrical provider (PGE), development of site plans, single line diagrams, equipment elevations, control schematics, panelboard and luminaire schedules, power, control and signal plans, and lighting, receptacle and grounding plans for the pump station.

**ON****ENGINEERING****LINE****PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING**

January, 2018

**ROBERT G. MARTINEZ, P.E., P.L.S. President****EDUCATION**

**BACHELOR OF SCIENCE** Degree in Civil Engineering (Survey Minor)  
California State Polytechnic University, Pomona – June 1989

**EMPLOYMENT**

**ON-LINE Engineering** – Pasadena, West Covina, CA      January '94 - Present

**ASL Consulting Engineers** – Pasadena, CA      September '95 – December '99

**So. Calif. Gas Company** – Los Angeles, CA      July '95 – September '95

**Morsch Engineering Company** – Altadena, CA      July '83 – July '95

**EXPERIENCE**

Gas Co. As-Built and Completion Surveys, Grading/Drainage Plans, Street Plans, Storm Drain Plans, Utility Plans, Demo Plans, Hydrology/Hydraulic Analysis & Reports, General/Specific Plan Studies, Specifications, Proposals, Subdivisions, A.L.T.A. Surveys, Records of Surveys, Corner Records, Boundary & Topographic Surveys, Reservoir surveys for MWD, and various Municipalities, including: Beverly Hills, Pasadena, Los Angeles, GPS surveys, Boundary Analysis, Legal Descriptions, Mapping/Exhibits, Calculations, Survey Coordination, Field Crew Party Chief, Manual & CAD Drafting, Project Management, Client Relations & Consultations, Presentations, Proposals, Research, Processing, Training & Supervision of Co-workers.

**REGISTRATIONS**

**Professional Land Surveyor:** Registration No. L6966 (EXP. 9-30-19)

**Professional Engineer:** Registration No. C54360 (EXP. 12-31-19)



# Hashmi Quazi, PhD, PE, GE

Principal-in-Charge / Project Director



Dr. Quazi has over 31 years of experience providing geotechnical engineering services and has earned a reputation for providing quality work in an honest and ethical manner, on time and within budget. Dr. Quazi provides quality control, budget oversight, and technical assistance on various types of projects, including pipelines, water treatment plants, wells, reservoirs, booster pump station and other related projects.



## Relevant Experience

**Mojave Water Agency R3 Pipeline, San Bernardino County, CA.** Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation. The project involved 10 miles of proposed Phase 1 Water Conveyance pipeline, utilizing trenchless crossings under BNSF railroad tracks, under Interstate 15 along Mesa Street, and under Highway 395 at Mesa Street. The project also included proposed Turnout Structure Nos. 6 and 7 to be located at Mesa View Drive in the City of Victorville, & proposed steel reservoir and pump station in the City of Hesperia.

**The Mojave River Pipeline – Reach 4A, San Bernardino County, CA.** Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation, observation and testing. The project consisted of the design and construction of approximately 30,620 linear feet of 24-inch diameter raw water pipeline located in an unincorporated area in the County of San Bernardino, north of the City of Barstow, California.

**WDI-1 & WDI-2 Pump Station, Victorville, CA.** Principal in Charge. Provided technical and budget oversight, resource allocation, and contract management for the geotechnical investigation. The project consisted of the construction of the WDI-1 & WDI-2 Pump Station in Victorville, CA. It will be an approximately 30' x 30' masonry block wall building with slab-on-grade. There will be piping running from the pump station to connect in the street and stub south of Sycamore Street for future extension.

**Morongo Basin Water Pipeline Project, Mojave Water Agency, High Desert Area, CA.** Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation. The project consisted of 70 miles of pipeline, a turnout structure, pump stations, and water reservoirs.

**2.5 MG Tank & Pump Station, Hesperia, CA.** Principal in Charge. Provided technical oversight and budget control for the geotechnical investigation. The project consisted of the design and construction of a 2.5 MG water tank, pump station, and associated pipelines and appurtenances located at 13500 Live Oak Street, Hesperia, CA. The proposed water tank diameter was 115 feet with a height of 30 feet and was constructed at-grade with a 4-foot-wide by 2.5-foot-deep ring wall foundation. A second future water tank is proposed with a footprint of 25 feet by 50 feet. The building was a one-story masonry block wall structure founded on shallow footings with a slab-on-grade.

### EDUCATION

- Ph.D., Civil Engineering, University of Arizona, 1987
- M.S., Civil Engineering, Arizona State University, 1982
- B.S., Bangladesh Engineering University, 1978

### REGISTRATIONS/CERTIFICATIONS

- California, Civil Engineer, #46651
- California, Geotechnical Engineer, #2517



# Zahangir Alam, PhD, EIT

Senior Staff Engineer / Project Manager



Mr. Burnham has 6 years of experience which includes geotechnical investigations, fault studies, rock slope stability, landslide investigation, rock rippability assessment, liquefaction mitigation, and geotechnical monitoring of grading, including many hillside and hard rock sites. Mr. Burnham's organization and focus enables him to effectively coordinate projects in the field and oversee professional and field staff on their projects.



## Relevant Experience

**OMUC Water Main Replacement, Ontario, CA.** Project Geologist. Managed fieldwork and paperwork for the geological investigation for the project. The project consists of 9,000 linear feet of 8-inch and 12-inch diameter pipeline at various locations in the Ontario, California. The pipelines will be located along Euclid Avenue, Main Street, Transit Street, "C" Street, 5<sup>th</sup> Street and College Way. Converse drilled borings in previous years in or in the close vicinity of these streets and recently for the Euclid Recycled Water Pipeline.

**IEUA Baseline Pipeline Extension, Fontana, CA.** Senior Staff Engineer. Managed fieldwork and paperwork and prepared reports for the project. during the design phase. The project consisted of extending approximately 8,200 linear feet of 24 inch diameter recycled water pipeline on Baseline Avenue to Cherry Avenue in Fontana, California. 4,500 linear feet was run along Baseline Avenue and 3,700 linear feet was run along Heritage Circle. The pipeline was located in the IEUA 1630 Pressure Zone.

**Hemlock & Redlands Booster Pump Station & Pipeline, Redlands, CA.** Senior Staff Engineer. Managed fieldwork and paperwork and prepared the geotechnical investigation. The project included the installation of 3,000 gpm capacity vertical pump cans, a 30 foot x 20 foot control and equipment building, and a 1,400 l.f. of pipeline exiting the new booster pump station (BPS) site and running north along Redlands Boulevard in Moreno Valley, California. The pipeline was 24 inches in diameter with an invert depth of approximately 6 to 8 feet bgs. Open cut and cover technique was used to install the pipeline.

**Magnolia Avenue Techite Pipeline and Pump Station, Riverside, CA.** Senior Staff Engineer. Managed fieldwork and paperwork and prepared reports for the project. The project consists of the installing approximately 3,920 linear feet of 36-inch CML&C steel water pipe along the southern barrel on Magnolia Avenue from Hughes Alley to Polk and installing approximately 1,620 linear feet of 36-inch CML&C steel water pipe along the southern barrel on Magnolia Avenue from Polk Street to Park Sierra Drive. The pipes will be installed using the cut and cover technique. It will have 5 feet of soil cover.

**Chromium 6 Treatment Facilities Well Sites, Coachella Valley, CA.** Senior Staff Engineer. Managed fieldwork and paperwork and prepared the geotechnical investigation. The Chromium 6 Treatment Facilities project consisted of several components within 30 well sites in various locations in Coachella Valley, California. Those sites included 5 well sites with no treatment facilities, 23 sites with strong base anion (SBA) and 2 well sites with weak base anion (WBA) treatment facilities, approximately 52,350 linear feet of raw and finished water pipelines, and a Central Resin Regeneration Facility (CRRF).

### EDUCATION

- Ph.D., Geotechnical Engineering, University of Texas at Arlington, 2016
- B.S., Bangladesh University of Engineering and Technology, 2009

### CERTIFICATIONS

- EIT No. 138566, State Board of Licensure for Professional Engineers and Surveyors, California



# Tom Dodson, Tom Dodson & Associates

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## Title

President /  
Environmental Specialist

## Education

M.A., *Geography*, University of  
California, Berkeley, 1973  
B.A., *Geography*, University of  
California Berkeley, 1968

## Experience

30+ years

## Summary

Tom Dodson is the President of Tom Dodson and Associates, an environmental consulting firm in San Bernardino, California. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state and local level, and designs formal presentations to committees.

Mr. Dodson has served as a facilitator in resolving environmental issues for several agencies, including the Bureau of Land Management, San Bernardino County, City of San Bernardino, and other agencies. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on most projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson also serves as the environmental advisor/consultant to the San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, cities of Murrieta and El Monte, and several other agencies.

## Relevant Experience

### Negotiation of Stream Alteration Agreements and Section 404 Permits

Since 1988 Mr. Dodson has been involved in more than 20 projects that required acquisition of Stream Alteration Agreements from the State Department of Fish and Wildlife and Section 404 Permits from the U.S. Army Corps of Engineers. This includes several permits in Big Bear Valley, along the Santa Ana River and its tributaries, and southern California in general.

### City of San Bernardino, Various CEQA/NEPA Documents

Over the past four years, TDA has prepared environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of City projects. These projects include: Orange Show Road Extension, involving two bridges, one over Twin Creek and the other over the Santa Ana River; the downtown movie theater sponsored by the City Economic Development Agency (EDA); installation of sewer lines along Cajon Boulevard for the City EDA; and most recently, several demolition projects, also initiated and carried out by the EDA. All of these documents have been successful in accomplishing full compliance with both CEQA and NEPA and other regulatory requirements, such as Corps of Engineers and endangered species permits.



## Tom Dodson, Tom Dodson & Associates

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### **Inland Valley Development Agency (IVDA)/San Bernardino International Airport Authority (SBIAA) (1992-Present)**

Environmental manager for the IVDA and SBIAA in their role as the redevelopment and reuse agency for Norton Air Force Base located in San Bernardino, California. Assisted the Air Force in completing its first and only air conformity determination for reuse of a closing military base. The analysis was used in presentations to the federal Environmental Protection Agency (EPA) to revise the Conformity Regulations to exclude transfers of military bases from conformity findings. TDA has been involved in every facet of base closure, working closely with the Air Force Base Closure Agency (AFBCA) at Norton and in Washington D.C. to complete the Final EIS and issue the Record of Decision. This support effort includes endangered species management programs at the former Base and consultations with the State and Federal government under endangered species laws.

### **Inland Empire Utilities Agency (IEUA, 1999-Present)**

As environmental consultant to the IEUA, TDA prepared the Program EIR for the Optimum Basin Management Program which evaluated the whole program that is proposed to be implemented to remove groundwater contamination from the Chino Basin. This EIR was prepared to meet court mandated deadlines and was certified in a timely manner by the IEUA. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans, which examined the long-term implementation of wastewater, recycled water and organic waste management programs. TDA is currently working with ASL/Tetra Tech to implement a major expansion in the organic composting operations currently being carried out by IEUA as part of the Chino Basin groundwater aquifer remediation. Site selection, due diligence, and CEQA documentation are part of the tasks that TDA has assisted with on this project.

### **SCRRA/Metrolink Projects (2008-Present)**

Tom Dodson & Associates has worked through several different engineering firms over the past ten years with SCRRA/Metrolink. During this period, TDA performed more than 15 specific jobs/projects with SCRRA/Metrolink to support both NEPA and CEQA compliance. The largest of these projects was the compilation of an environmental data base for Positive Train Control (PTC) for each of the Metrolink Subdivisions. Each of these projects have been successfully implemented (except for the most current project, San Juan Creek Bridge Replacement Project).





## Steven Itagaki, PE, TE, PTOE

### Task Manager –Highways/Traffic



#### Title

Project Manager

#### Years of Experience

28

#### Registration

- Registered Professional Engineer, CA, #C67470
- Registered Traffic Engineer, CA, #TR2394
- Professional Traffic Operations Engineer, #2156

#### Education

B.S., Civil Engineering, 1991,  
California State Polytechnic  
University, Pomona

#### Affiliations

- American Society of Civil Engineers
- Institute of Transportation Engineers

#### Qualifications

With over 28 years of civil engineering experience as a Project Manager, Steve has worked on a variety of civil, highway, traffic, rail, and transit engineering projects for client cities, outside agencies, private sectors and California Department of Transportation (Caltrans). Steve has been responsible for managing and preparing plans, specifications and estimates for traffic signal, street lighting, signing, striping and traffic control projects utilizing AutoCAD with AutoTurn, Microstation, and Lighting Programs AGI32 and Visual. His experience also includes traffic studies and reports utilizing the Highway Capacity Software (HCS), Intersection Capacity Utilization (ICU), Synchro, and SPEEDPLOT.

Mr. Itagaki has a thorough proficiency in current Caltrans standards and procedures, traffic engineering modeling and methodologies, County of Los Angeles traffic standards and methodologies, and the State of California Vehicle Code.

#### Relevant Experience

##### Traffic Control

##### **Site Specific Traffic Control Plans – City of Walnut Valley Water District**

Served as *Lead Design Engineer* responsible for preparing traffic control plans for the short- and long-term maintenance of valves and regulating stations at 29 arterial intersections. The intersections resided in the jurisdictional agencies of the Cities of Walnut, Diamond Bar, Industry, Los Angeles County, and Caltrans. Each plan included an inventoried list of traffic control equipment required for proper delineation and not only designed for clear and sunny weather conditions but also for adverse weather conditions as well. The scope of work included in this task was a traffic report which reviewed the agencies' current traffic control device inventory and recommendations to correct deficiencies or enhance equipment to meet current standards. The report also included assumptions, analyses made, results, conclusions, recommendations, and an executive summary of this project.

##### **English Canyon Trunk Sewer – City of Santa Margarita Water District**

Served as *Lead Design Engineer* responsible for preparing traffic control plans for the installation of approximately 7,600 feet of sewer lines through the Cities of Lake Forest and Mission Viejo. The installation of this line impacted four (4) lanes of traffic through major intersections and was staged to minimize traffic interruptions.

##### **Flight Avenue TCP (Planes of Fame) – City of Chino**

Served as *Lead Traffic Engineer* responsible for providing engineering services for the temporary closure of Flight Road from Merrill Avenue to Kimball Avenue. The scope of work included preparing a final traffic control design plan for the Planes of Fame Air Museum's annual airshow.



**SR-60/Azusa Avenue Roadway Improvements – City of Industry**

Served as *Project Manager* responsible for developing roadway and traffic control plans on Azusa Avenue at State Route 60. The scope of work included sidewalk improvements, utility modifications, and pavement overlays as well as close coordination with Caltrans and the City of Industry. The traffic signals along Azusa Avenue required careful coordination of roadway improvements. All improvements were designed to meet ADA requirements.

**On Call Traffic Engineering Services – City of Desert Hot Springs (c/o Glenmorra Consultants)**

Served as *Project Manager* responsible for providing on call traffic engineering in support of various capital improvement projects in design or construction throughout the City. The projects included roadway, signing, striping, traffic signals, street lighting, and traffic control improvements.

**Valley Boulevard/Grand Avenue Traffic Control – City of Industry (c/o CNC Engineering)**

Served as *Project Engineer* responsible for providing traffic control services for the impacted intersection of Valley Boulevard and Grand Avenue. Tasks also involved performing site visits during the various stages of construction and recommendations on traffic control adjustments.

**SR-60/Azusa Avenue Roadway Improvements – City of Industry (c/o CNC Engineering)**

Served as *Project Engineer* responsible for developing roadway and traffic control plans on Azusa Avenue at State Route 60. The project included sidewalk improvements, utility modifications, and pavement overlays as well as close coordination with Caltrans and the City of Industry. The Traffic signals along Azusa Avenue required careful coordination of roadway improvements. All improvements are designed to meet ADA requirements.

**On Call Traffic Engineering Services – City of Desert Hot Springs (c/o Glenmorra Consultants)**

Served as *Project Engineer* responsible for providing on call traffic engineering to the City of Desert Hot Springs, in support of various capital improvement projects currently in design or construction throughout the City. The projects included roadway, signing, striping, traffic signals, street lighting, and traffic control improvements.

**City Engineering Services – City of Industry**

Served as *City Traffic Engineer* responsible for providing City engineering services to the City of Industry. Services included permitting, plan checking, and inspection as well as the preparation of studies and design plans for roadway, traffic signal, railroad crossing, and rail/highway grade separation projects.

**SR-60/Crossroads Parkway North Traffic Control – City of Industry**

Served as *Lead Design Engineer* responsible for providing engineering services for the proposed street improvements at the on and off-ramps of State Route 60 (SR-60) and Crossroads Parkway North. The project included traffic control design, review of the existing signing and striping conditions, as well as timely coordination with Caltrans. Various construction stages were developed to maintain access to SR-60 and major business in the area.

**Oxnard Transportation Center – East Fourth Street Parking Lot – City of Oxnard**

Served as *Project Engineer* responsible for providing engineering services to plans, specifications, and estimate (PS&E) for the proposed improvements at the Oxnard Transportation Center's East Fourth Street Parking Lot in the City of Oxnard. The project included surveying and mapping, signing and striping, grading, drainage, lighting, landscaping, irrigation, geotechnical analysis, and traffic control as well as timely coordination with Caltrans and the City of Oxnard.

**Buena Vista Street – City of Burbank**

Served as *Design Engineer* responsible for the preparation of traffic control plans for this State Route 134 off-ramp. The project required detouring traffic for the construction of ramp widening. Pedestrian detours were also required within the construction area.

**Pacific Coast Highway – City of Long Beach**

Served as *Design Engineer* responsible for the preparation of traffic control plans for the installation of a storm drain along this state route. Due to the construction staging of this project, traffic was diverted in three separate phases in order to maintain traffic progression and ease of the construction.





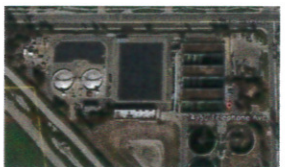
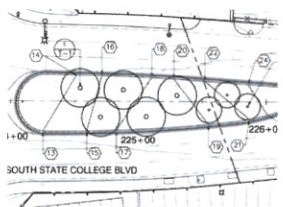
Principal



**With NUVIS  
since 1978**

**Licensure:**  
CA 1997

**Education**  
BSLA California State  
Polytechnic University,  
Pomona 1978



CA 1891 . NV 396

# TOM MUNOZ, PLA

With decades of on-call experience with the City of Los Angeles, County of Los Angeles, Port of Los Angeles, and many other public agencies, Tom shares his talents and passion for our profession as a volunteer vice-president of the Corona Historic Preservation Society, volunteer vice-president for the City of Corona Partners for Parks Foundation, volunteer with the Boy Scouts and participant in local California Park and Recreation Society Programs. His emphasis is in water-wise public- and private-oriented park/recreation planning and urban design projects. As a Project Manager on many of NUVIS' public agency projects; client relations, technical direction of construction documents, and multi-team/agency coordination are his notable strengths.

## Professional Affiliations

California Park and Recreation Society  
Corona Partners Foundation (CPF) for Parks and Recreation  
Corona Historic Preservation Society (CHPS)  
Boy Scouts of America, Assistant Scout Master, 1997 National Jamboree

## Recognition

2015 CMAA Project Achievement Award, Berth 200 Rail Yard & Roadway, San Pedro, CA  
2008 APWA Project of the Year, Parks & Recreation, Hesperia Civic Plaza Pk, Hesperia, CA  
2006 WCCC Distinguished Project, Honorable Mention, LA Riverfront Park, Studio City, CA  
2005 City of Los Angeles Certificate of Commendation, LA Riverfront Park, Studio City, CA  
2004 CPRS Award of Excellence, Central Park Sports Complex, Huntington Beach, CA  
2004 So Cal Municip. Athletic Fed., Central Park Sports Complex, Huntington Beach, CA

## Berth 200 Rail Yard & Field Office

Port of Los Angeles, San Pedro, CA

Tom served as project manager on the renovation of an existing rail yard and field office including accent pottery, low water use plantings, high-efficiency irrigation system, decorative concrete walkways, California Coastal Trail improvements, fountain plaza, fencing, vehicular gate, flagpole, benches, pilasters, and plaza seat wall. CMAA Southern California Chapter 2015 Project Achievement Award. Dates: 2009-2014

## Newhope-Placentia Median Landscape

Lee & Ro, Inc. for the Orange County Sanitation District, Fullerton & Anaheim, CA

Tom provided project management for design development and construction documents on 4-miles of median landscape along State College Blvd. as part of an \$80 million trunk sewer replacement project with high-efficiency subsurface drip irrigation and new low water use planting. Stakeholders include the cities of Fullerton and Anaheim, Caltrans, CSU Fullerton, USACE, and Anaheim Stadium. Dates: 2016- on-going

## Carbon Canyon Water Recycling Facility

CDM Smith for Inland Empire Utility Agency, Chino, CA

Tom serves as project manager for planting and irrigation to replace landscape disturbed during the renovation of the facility. Scope of services also includes replacing dead/dying trees within the project site, governmental agency coordination, preliminary landscape plans, PS&E, and professional services during bid and construction phases.

## Hermosa Beach Parking Lot D Improvements

Adam Streeter Engineers for the City of Hermosa Beach, CA

Tom serves as project manager for project includes redesign of a small municipal parking lot that is in disrepair to be a multi-benefit demonstration project that includes ADA improvements, enhanced lighting and electrical upgrades, a bicycle corral, electric vehicle charging stations, storm water capture and retention, and drought tolerant landscaping. Designs will address the sidewalk, curb and gutter as well as assess the parking lot layout and surrounding on-street parking spaces to maximize parking potential in the parking lot. Scope of services includes preliminary design, PS&E, professional services during bid and construction and governmental agency coordination.



DEPINTO MORALES  
COMMUNICATIONS, INC.



**David J. De Pinto**  
**Partner/CEO**  
**De Pinto Morales Communications, Inc.**

Dave is a founding partner of *De Pinto Morales Communications, Inc. (DMCI)*, a firm specializing in environmental issues management, water education projects, crisis communications, public education and outreach campaigns, stakeholder relations, media relations, public affairs, and ethnic/community marketing. Dave is most notably a senior marketing and corporate communications strategist, with extensive experience implementing grassroots public education and outreach campaigns for controversial/complex environmental projects in both the public and private sectors. Geographically, Dave has implemented such campaigns focused in the northeast San Fernando Valley, the San Gabriel Valley, the City of Los Angeles and throughout the State of California. Dave has worked extensively with attorneys, engineers and operations staff for a wide variety of business and government enterprises, including highly sensitive and confidential matters.

Dave's industry specialties include water supply, water quality, food, beverage, hospitality, transportation, solid waste/recycling, hazardous waste, air quality, land use, oil and gas, and environmental services sectors. As DMCI expanded its water policy practice, Dave has directed several regional public education campaigns promoting the benefits of water conservation, water quality and recycled water for clients such as the San Gabriel Valley Municipal Water District, Upper San Gabriel Valley Municipal Water District, San Gabriel Basin Water Quality Authority and Main San Gabriel Basin Watermaster. Dave originated the plans for the 2012, 2013, 2014, 2016 and 2018 San Gabriel Valley Water Forums, which have become a "must attend" community leader event in the San Gabriel Valley.

Due to his campaign, business management and community leadership experience, Dave possesses intimate knowledge of and sensitivity to communities and their cultures in the northeast San Fernando Valley, the San Gabriel Valley and throughout California. As volunteer president of the largest homeowner association in the City of Los Angeles, Dave has unique insights and capabilities related to facilitating community discourse on controversial issues and development projects involving counties and municipalities, water districts, school districts and non-profit organizations.



Prior to founding his own firm in June 2001 along with long-time business associate Bob Morales, Dave was President and Chief Executive Officer for San Diego-based Stoorza Communications, a leading independent public relations consulting company in California. Dave was a member of the firm's board of directors and directed the management, staff and operations of the company's diverse practice areas and offices in San Diego, Los Angeles, Sacramento, Riverside and Fresno. The firm had annual revenue in excess of \$10 million during his tenure, with nearly 100 employees.

From 1994-1999, Dave was a global partner for Ketchum Public Relations and was general manager/director of the company's Los Angeles, Riverside and Sacramento offices. Dave also served as executive vice president of Pacific/West Communications Group, a Los Angeles-based issues management and public relations firm.

Dave's corporate background includes serving as director of marketing, public relations and public affairs for Coca-Cola Bottling Company of Los Angeles (CCLA), the nation's largest soft drink bottler, which also owned Arrowhead Water. He achieved a distinguished record of marketing innovation, sales growth and community leadership in both general and ethnic markets for Coca-Cola. Dave also was integrally involved with Coca-Cola's sponsorship of the 1984 Olympics in Los Angeles, and directed Coca-Cola's marketing partnerships with theme parks, sports and entertainment venues, professional sports franchises, major sporting events, and major universities throughout Southern California.

Dave has received numerous professional awards and recognition, including two Public Relations Society of America's (PRSA) prestigious Silver Anvil Awards for public relations campaigns on behalf of his clients, the 1996 Olympic Games Torch Relay and Knotts Berry Farm Theme Park. Dave received his M.B.A. from the University of Southern California, and his B.A. degree from Brown University, majoring in Political Science and Economics.

Dave is a member of and serves on a variety of volunteer civic and community boards of directors and committees, including the Shadow Hills Property Owners' Association, S.A.F.E. Coalition and Oakmont Country Club. Dave is married with two children. Since 2014, Dave has voluntarily spearheaded creation of and advocacy by the S.A.F.E. Coalition, a northeast San Fernando Valley based coalition of community leaders opposed to the high speed train project and the negative impacts it will create for residents and businesses in the northeast San Fernando Valley.

### **Employment Background**

- 2001-Present      De Pinto Morales Communications Inc.  
Partner/CEO
- 1999-2001      Stoorza Communications  
President & CEO
- 1994-1999      Ketchum Public Relations  
International Partner & General Manager
- 1989-1994      Pacific/West Communications Group  
Executive Vice President
- 1984-1989      Coca-Cola Bottling Company of Los Angeles  
Director, Marketing and Public Relations

FEE PROPOSAL

EXHIBIT "2"

Proposal Fee Estimate

John Robinson Consulting, Inc. & Kennedy Jenks

CLIENT Name: City of San Fernando

PROJECT Description: Upper Reservoir Replacement Project

Proposal/Job Number: Date: 4/9/2019

	JRC Project Manager	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Senior CAD-Designer	CAD-Designer	Senior CAD-Technician	CAD-Technician	Project Admin.	Administrative Assistant	Aide		JRC/KJ	Sub	Sub	Sub	Sub	Sub	JRC/KJ			
Classification:																		Total	Total Labor	On-Line Engineering	Converse Consultants	Tom Dodson & Associates	JMDiaz, Inc.	NUVIS	DePinto Morales Comm.	ODCs	Total Expenses	Total Labor + Expenses
Hourly Rate:	\$150	\$275	\$250	\$235	\$210	\$195	\$170	\$155	\$140	\$130	\$160	\$150	\$120	\$110	\$120	\$100	\$75	Hours	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees		Fees
Task 1 - Preliminary Design Engineering Services																												
1.1 Data Review		2	2		2		4	2	2									14	\$2,740				\$1,283				\$1,283	\$4,023
1.2 Geotechnical Investigation			4		2		2											8	\$1,760		\$10,447						\$10,447	\$12,207
1.3 Utility Research							4		16									20	\$2,920						\$500	\$500	\$3,420	
1.4 Topographic Survey					2		2											4	\$760	\$4,000						\$4,000	\$4,760	
1.5 Fire Flow Storage Analysis					8				20									28	\$4,480								\$0	\$4,480
1.6 Landscape & Irrigation Design					2		4											6	\$1,100					\$3,870		\$3,870	\$4,970	
1.7 Reservoir Alternatives Analysis		4	16		16		24		20		6			20				106	\$18,500								\$0	\$18,500
1.8 Draft Preliminary Design Report Preparation	8	6	4		4		40		8									70	\$12,610						\$50	\$50	\$12,660	
1.9 Final Preliminary Design Report Preparation	8	2	2		2		20											34	\$6,070						\$50	\$50	\$6,120	
																		0	\$0							\$0	\$0	
Task 1 - Subtotal	16	14	28	0	38	0	100	2	66	0	6	0	0	20	0	0	0	290	\$50,940	\$4,000	\$10,447	\$0	\$1,283	\$3,870	\$0	\$600	\$20,200	\$71,140
Task 2 - Final Design Engineering Services																												
2.1 60% Design Documents	4	7	52	24	34	52	74	85	19	0	19	0	0	80	0	0	0	450	\$78,603							\$100	\$100	\$78,703
2.2 90% Design Documents	4	7	52	24	34	52	74	85	19	0	19	0	0	80	0	0	0	450	\$78,603					\$4,420		\$100	\$4,520	\$83,123
2.3 100% Design Documents	4	2	13	6	9	13	19	21	5	0	5	0	0	20	0	0	0	115	\$20,101					\$2,830		\$100	\$2,930	\$23,031
2.4 Traffic Control Plans							4											4	\$680				\$6,850				\$6,850	\$7,530
2.5 Public Outreach	7	6					12											25	\$4,740						\$17,500	\$150	\$17,650	\$22,390
2.6 Permitting Support	2	2	8		8		16		8		4	4						52	\$9,610				\$964				\$964	\$10,574
2.7 CEQA Support							2											2	\$340			\$4,500					\$4,500	\$4,840
2.8 Bid Support	4	6	6		8		28		16		8		8					84	\$14,670					\$1,610		\$50	\$1,660	\$16,330
																		0	\$0								\$0	\$0
Task 2 - Subtotal	25	29	130	54	93	117	229	191	67	0	55	4	8	180	0	0	0	1182	\$207,347	\$0	\$0	\$4,500	\$7,814	\$8,860	\$17,500	\$500	\$39,174	\$246,521
Task 3 - Engineering Services during Construction																												
3.1 RFI Responses		10	16		8	8	20	16	12									90	\$17,550					\$1,240			\$1,240	\$18,790
3.2 Submittal Reviews		10	16		20	20	40	16	44							10		176	\$31,290					\$620			\$620	\$31,910
3.3 Contractor Payment Evaluations		4					16											20	\$3,820								\$0	\$3,820
3.4 Meetings and Site Visits	12		12				120	12										156	\$27,060					\$1,860	\$1,200	\$3,060	\$30,120	
3.5 Record Drawings								8						36				44	\$5,200							\$100	\$100	\$5,300
3.6 Public Outreach	2	2					4											8	\$1,530						\$13,500		\$13,500	\$15,030
																		0	\$0								\$0	\$0
Task 3 - Subtotal	14	26	44	0	28	28	200	52	56	0	0	0	0	36	0	10	0	494	\$86,450	\$0	\$0	\$0	\$0	\$3,720	\$13,500	\$1,300	\$18,520	\$104,970
Task 4 - Project Management and Meetings																												
4.1 Project Management & Administration	30	12					30									20		92	\$14,900				\$1,130				\$1,130	\$16,030
4.2 Meetings	60	30																90	\$17,250					\$500	\$0	\$600	\$1,100	\$18,350
4.3 QA/QC		8	24			24												56	\$12,880								\$0	\$12,880
																		0	\$0								\$0	\$0
Task 4 - Subtotal	90	50	24	0	0	24	30	0	0	0	0	0	0	0	0	20	0	238	\$45,030	\$0	\$0	\$0	\$1,130	\$500	\$0	\$600	\$2,230	\$47,260
All Tasks Total	145	119	226	54	159	169	559	245	189	0	61	4	8	236	30	30	0	2204	\$389,767	\$4,000	\$10,447	\$4,500	\$10,227	\$16,950	\$31,000	\$3,000	\$80,124	\$469,891



300 N Lake Ave #1020  
Pasadena, CA 91101  
(626) 568-4300

31 May 2019

Mr. Nick Kimball  
City Manager  
City of San Fernando  
117 Macneil St.  
San Fernando, California 91340

Subject: Contract No. 1912 – Upper Reservoir Replacement Engineering Design Services

Dear Mr. Kimball:

Kennedy Jenks would like to provide clarification on the proposal that was submitted by John Robinson Consulting, Inc. (JRC) on April 9, 2019 for the Upper Reservoir Replacement Engineering Design Services. Although the proposal refers to JRC and Kennedy Jenks (KJ) as a “team”, we wanted to clarify that JRC is the prime contracting entity and KJ is a subconsultant to JRC. We apologize for any confusion that this may have caused.

KJ has a long-standing relationship with John Robinson and JRC and we are committed to providing the scope and level of service to the City of San Fernando as outlined in our proposal. If you have any question or require further clarification, please do not hesitate to contact me at (626)568-4305 or David Ferguson at (626)568-4302.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Edward C Yang', written over a horizontal line.

Edward C Yang, P.E.  
Vice President

Cc:

David Ferguson, Kennedy Jenks  
John Robinson, John Robinson Consulting, Inc.







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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Manuel Fabian, Civil Engineering Assistant II

**Date:** June 17, 2019

**Subject:** Consideration to Authorize a Notice of Completion for the San Fernando Road Street Improvements between South Huntington Street and San Fernando Mission Boulevard, CDBG Project No. 601994-18 Job No. 7606, Plan No. P-729

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the improvements as constructed by Excel Paving Company and consider the work complete;
- b. Authorize the issuance and filing of the "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk;
- c. Authorize the release of the five percent retention (\$19,446.09) after a 35-day lien period from the date the Notice of Completion is recorded;
- d. Authorize the City Manager, or designee, to approve a First Amendment to the Construction Contract (Attachment "B" – Contract No. 1900(a)) and necessary change orders with Excel Paving Company in the amount of \$48,029 for a total contract amount to \$388,922; and
- e. Approve a budget appropriation (Attachment "C" - Resolution No. 7924) in the amount of \$79,751 from the CDBG Unallocated Fund Balance, Local Transportation Fund: 015, and Sewer Fund: 072-360 to cover the increase to the overall project amount.

### BACKGROUND:

1. On November 29, 2018, the City Clerk received and opened four bids from contractors to make improvements on San Fernando Road between South Huntington Street and San Fernando Mission Boulevard.

**Consideration to Authorize a Notice of Completion for the San Fernando Road Street Improvements between South Huntington Street and San Fernando Mission Boulevard, CDBG Project No. 601994-18 Job No. 7606, Plan No. P-729**

Page 2 of 2

2. On January 7, 2019, the City Council awarded a contract (Contract No. 1900) to Excel Paving Company (Contractor) in the amount of \$309,903 and authorized the City Manager to approve change orders not to exceed 10% of contract amount.
3. On February 12, 2019, a Notice to Proceed was issued to the Contractor.
4. On April 12, 2019, work was completed by the Contractor.

**ANALYSIS:**

The scope of work for the San Fernando Road Street Improvements Project included street repaving on San Fernando Road between South Huntington Street and San Fernando Mission Boulevard, the installation of new access ramps, removal and replacement of sidewalk and curb and gutter, and striping. During the project, it was discovered that 11 parkway trees were diseased and had to be removed within the project area. As a result, additional sidewalk had to be repaired causing the project cost to increase.

**BUDGET IMPACT:**

The project was funded through Community Development Block Grant funds (CDBG) and Measure M Funds. The total construction cost was \$388,921.78, including four change orders in the amount of \$84,253. The initial available CDBG funds were in the amount of \$282,873. An additional \$58,020 from Measure M funds was obtained to cover the remainder of the contract amount. The original contract amount including contingency was \$340,893. Staff is requesting the following amounts to be allocated to fund the construction project:

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
Unallocated CDBG Funds	026-311-0157-4600	\$ 27,549
Local Transportation	015-310-0000-4600	\$ 12,500
Sewer Fund	072-360-0000-4260	\$ 7,980
<b>Total Sources:</b>		<b>\$ 48,029</b>

The proposed contract amendment is \$48,029. The new contract amount is \$388,922.



**Consideration to Authorize a Notice of Completion for the San Fernando Road Street Improvements between South Huntington Street and San Fernando Mission Boulevard, CDBG Project No. 601994-18 Job No. 7606, Plan No. P-729**

Page 3 of 2

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**CONCLUSION:**

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

**ATTACHMENTS:**

- A. Notice of Completion
- B. Contract No. 1900(a)
- C. Resolution No. 7924

EXEMPT FROM RECORDING FEES PER GOVT  
CODE SECTION 6103

## ATTACHMENT "A"

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

#### City of San Fernando

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

Space Above This Line Reserved For The Recorder's Use

# NOTICE OF COMPLETION

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

1. **NOTICE IS HEREBY GIVEN THAT:** work on the subject project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Construction of the San Fernando Road Street Improvements consisted of the repavement of San Fernando Road between South Huntington Street and San Fernando Mission Boulevard, removal and replacement of curb and gutter, installation of access ramps and striping
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: San Fernando Road between South Huntington Street and San Fernando Mission Boulevard
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on April 12, 2019
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** Excel Paving Company, P.O. Box 16405, Long Beach, CA 90806
8. **DECLARATION:** I, Nick Kimball, duly appointed City Manager of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Nick Kimball, City Manager      Date  
City of San Fernando, California  
(City Seal)

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

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES SS.

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

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

**ATTACHMENT “B”  
CONTRACT NO. 1900(a)**

**FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY  
OF SAN FERNANDO AND EXCEL PAVING COMPANY FOR SAN FERNANDO  
ROAD STREET IMPROVEMENTS BETWEEN SOUTH HUNTINGTON STREET AND  
SAN FERNANDO MISSION BOULEVARD, CDBG PROJECT NO. 601819-16 JOB NO.  
7606, PLAN NO. P-729**

**THIS FIRST AMENDMENT** (“Amendment”) to that certain a January 7, 2019 “Construction Contract” (Contract No. 1900) executed by and between the **City of San Fernando**, a municipal corporation (“CITY”) and **Excel Paving Company** (“CONTRACTOR”) is made and entered into this 17<sup>th</sup> day of June 2019. For purposes of this Amendment, the capitalized term “Parties” shall be a collective reference to both CITY and CONTRACTOR and the capitalized term “Party” may refer to either CITY or CONTRACTOR interchangeably.

**RECITALS**

**WHEREAS**, the CITY and CONTRACTOR have entered into that certain Contract for Street Improvements dated January 7, 2019 (the “Master Contract”); and

**WHEREAS**, the total compensation for “Work of Improvement” in the Master Contract was initially Three Hundred Nine Thousand Nine Hundred Three Dollars and No Cents (\$309,903); and

**WHEREAS**, additional Community Development Block Grant (CDBG) funds were made available for additional work; and

**WHEREAS**, the Parties desire to amend the Master Contract to increase the total amount of compensation.

**NOW THEREFORE**, in consideration of mutual covenants and conditions herein contained, CITY and CONTRACTOR hereby mutually agree as follows:

1. Section 3. (COMPENSATION), of the Master Contract is hereby amended as follows:

CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of THREE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS AND SEVENTY-EIGHT CENTS (\$388,921.78).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

2. Except as otherwise set forth in this Amendment, the Master Contract shall remain binding, controlling and in full force and effect. This Amendment, inclusive all Attachments to the Amendment and together with the Master Contract shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.
3. The provisions of this Amendment shall be deemed a part of the Master Contract. Except as otherwise provided under this Amendment, the Master Contract and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Contract, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the provisions of the Master Contract.
4. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to CONTRACTOR following execution.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

CITY OF SAN FERNANDO

EXCEL PAVING COMPANY

\_\_\_\_\_  
Nick Kimball  
City Manager

By:\_\_\_\_\_  
Curtis P. Brown III  
President

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rick R. Olivarez  
City Attorney



**ATTACHMENT “C”****RESOLUTION NO. 7924****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET  
FOR THE FISCAL YEAR 2018-19 ADOPTED ON JUNE 18,  
2018**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2018-19, commencing July 1, 2018, and ending June 30, 2019; and

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

**WHEREAS**, the City’s Community Development Block Grant (CDBG) San Fernando Road Street Improvements to remove and replace additional sidewalk, curb and gutter, and drive approaches; and

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

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

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

Fund 026-311-0157-4600 Unallocated CDBG Funds:

Increase in Expenditures:	\$59,271
Increase in Revenues:	\$59,271

Fund 015-310-0000-4600 Local Transportation Funds:

Increase in Expenditures:	\$12,500
Decrease in Revenues:	\$0

Fund 072-360-0000-4260 Sewer Funds:

Increase in Expenditures:	\$7,980
Decrease in Revenues:	\$0

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of June, 2019.

---

Joel Fajardo, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of June, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** June 17, 2019

**Subject:** Consideration to Adopt a Resolution Setting the Fiscal Year 2019-2020 Article XIIIB Appropriations (Gann) Limit

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7925 (Attachment "A") setting the Fiscal Year (FY) 2019-2020 Article XIIIB Appropriation Limit at \$55,310,188.

### BACKGROUND:

1. In November 1979, the voters of the State of California approved Proposition 4, commonly known as the (Paul) Gann Initiative. Proposition 4 created Article XIIIB of the State Constitution and placed an annual limit on the amount of revenue that can be spent by all entities of government using each entity's 1978-1979 revenues as the base year.
2. The Appropriation Limit of Proposition 4 had little impact in its early years, but in 1987 the State of California refunded \$1.1 billion to taxpayers as a result of unexpectedly reaching their limit. The Proposition was also a major barrier to increasing gas taxes in the late 1980's.
3. To increase accountability of local governments in adopting their limits, the State voters approved Proposition 111 in June 1990. Proposition 111 amended Article XIIIB (Proposition 4) by requiring local jurisdictions to establish an annual review of the Appropriation Limit calculation.

### ANALYSIS:

Appropriation Limit controls the amount of revenue that can be appropriated in any fiscal year to the "Proceeds of Taxes." Proceeds of Taxes include: all taxes levied by or for an agency, any revenues from license fees, general use charges and user fees to the extent that the proceeds exceed the cost of providing the service covered by the fee, and discretionary State subventions.

**Consideration to Adopt a Resolution Setting the Fiscal Year 2019-2020 Article XIII B Appropriations (Gann) Limit**Page 2 of 2

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An increase over the prior year's limitation is allowed in three instances:

1. Percentage change in California fourth quarter personal income or the increase in the non-residential assessed valuation due to new construction, whichever is greater;
2. Percentage change in the population of the jurisdiction or the county in which the jurisdiction is located, whichever is greater; and
3. Corrections for previous computation errors.

Cities use the following adjustment factors to calculate the Gann:

- A. *Inflation Adjustment Factor*: Either the "Per Capita Personal Income Change" or the "Non-Residential Assessed Value Change".
- B. *Population Adjustment Factor*: Either the "City Population Change" or the "Los Angeles County Population Change".

The components used for the FY 2019-2020 Gann Limit calculation, as noted in Exhibit "1" of Attachment "A", are the increase in the Non-Residential Assessed Value Change of +5.10% and the City Population Change of +1.32%. The use of the two above-mentioned adjustment factors results in an increase in the Appropriation Limit of 6.49%, establishing an Appropriation Limit of \$55,310,188 for FY 2019-2020.

**BUDGET IMPACT:**

The total FY 2019-2020 revenues subject to the Appropriation Limit are well below the Appropriation Limit of \$55,310,188. Therefore, there is no impact to the FY 2019-2020 budget.

**CONCLUSION:**

A full analysis of appropriations subject to the Appropriations Limit is not required since the total General Fund budget, including Special Revenue Funds, is less than the Appropriation Limit. Approving the Resolution will set the FY 2019-2020 Article XIII B Appropriation Limit at \$55,310,188.

**ATTACHMENT:**

- A. Resolution No. 7925

**ATTACHMENT “A”****RESOLUTION NO. 7925**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, FIXING THE  
APPROPRIATION LIMITATION IN THE CITY OF SAN  
FERNANDO FOR THE FISCAL YEAR 2019-2020**

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

**Section 1.** In accordance with Article XIII B of the California Constitution as amended by Proposition 111 and the Gann Implementation Bill 1352, the Appropriation Limit (Exhibit “A”) in the City of San Fernando for Fiscal Year 2019-2020 is hereby fixed at Fifty-Five Million, Three Hundred Ten Thousand, and One Hundred Eighty Eight dollars (\$55,310,188).

**Section 2.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
Joel Fajardo, Mayor

**ATTEST:**

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

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of June, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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

## Exhibit 1

### Article XIIB Appropriations (GANN) Limit Fiscal Year 2019-2020

*FY 2018-2019 Adopted Appropriation Limit* \$ 51,940,633

*A. Inflation Adjustment Factor\**

Per Capita Personal Income Change\*\* 3.85  
Ratio 1.0385

Non-Residential Assessed Value Change\*\*\* 5.10  
Ratio 1.0510

*B. Population Adjustment Factor\**

City Population Change\*\* 1.32  
Ratio 1.0132

Los Angeles County Population Change\*\* -0.01  
Ratio 0.9999

*C. Calculation of Appropriation Limit:*

*Step 1:*

Non-Residential Assessed Value Ratio		1.0510		
City Population Change Ratio	X	1.0132		
<i>Appropriations Limit Factor</i>		1.0648732		

*Step 2:*

FY 2018-2019 Appropriations Limit		\$ 51,940,633		
Appropriation Limit Factor	X	1.0648732		
<b>FY 2019-2020 Appropriation Limit</b>		<b>\$ 55,310,188</b>		

NOTES:

\* The City may choose to use the higher of the two Inflation Adjustment Factors and the greater of the two Population Adjustment Factors to calculate the Appropriation Limit.

\*\*Information provided by the California State Department of Finance

\*\*\*Information provided by HdL (City Consultant)





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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

**Date:** June 17, 2019

**Subject:** Consideration to Approve Co-Sponsorship of the San Fernando Valley Mesoamerican Ballgame Delegation and the Use of the City Seal

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Co-Sponsorship of the San Fernando Valley Mesoamerican Ballgame Delegation to launch on June 20, 2019;
- b. Authorize the use of Rudy Ortega Sr. Park (2025 Fourth Street) to host a Press Conference detailing the inauguration of the Mesoamerican Ballgame team in California and the Indigenous Women's Summer Solstice Ceremony on June 21, 2019 through June 22, 2019, to waive any and all fees; and
- c. Approve the use of the City Seal on the print material and social media pursuant to City Council Resolution No. 6904.

### BACKGROUND:

1. On May 29, 2019, Recreation and Community Services (RCS) staff met with Raul Herrera, Cultural Arts liaison to the Parks, Wellness and Recreation Commission to discuss a potential co-sponsorship for the introduction of the Mesoamerican Ballgame Delegation forming in the San Fernando Valley. The ballgame is a variation of the Mayan/Aztec game played throughout Latin America.
2. The Women's Collective "Cihuatl" and the San Fernando Cultural Arts Collective have partnered to reintroduce culturally and ancestrally relevant programs in the San Fernando Valley. To this end, Lolita Vargas Martines, an accomplished writer and Mexican Sahumadora (carrier of the sacred fire) and Marco Antonio Chavez, Mexico's National Representative of the Mesoamerican Ballgame and National Indigenous Governess

**Consideration to Approve Co-Sponsorship of the San Fernando Valley Mesoamerican Ballgame Delegation and the Use of the City Seal**Page 2 of 3

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Ambassador in the United States, have been invited to inaugurate the Mesoamerican Ballgame Delegation in California and the Indigenous Women's Summer Solstice Ceremony.

**ANALYSIS:**

The goals of Cihuatl and San Fernando Cultural Arts Collective are to preserve and demonstrate that the native Mesoamerican traditions are still thriving and are culturally relevant in the U.S., despite the European colonization of the Americas. The resurgence of the Mesoamerican Ball game in Mexico and other Latin American countries is a prime example of how non-western cultural practices and ancestral knowledge are providing a teaching opportunity to celebrate and honor the indigeneity identity of Anahuac (Mesoamerican) people.

Likewise, the Indigenous Women's Summer Solstice Ceremony is a ritualistic native observance for women. The ceremony is an instructional workshop and vigil where participants learn how to continue the traditions of a Sahumadora.

The RCS Cultural Arts and Special Events Division is responsible for conducting and overseeing city-wide sponsored special and cultural events for the Department. This task is met by presenting culturally responsive arts learning and utilizing cultural assets of the local community to support positive self-identification, and empowerment through the preservation of cultural practices. A co-sponsorship of the San Fernando Valley Mesoamerican Ballgame Delegation and the Cihuatl's Indigenous Women's Summer Solstice Ceremony fosters and strengthens innovative partnerships for creating meaningful cultural learning environments.

On June 20, 2019, the San Fernando Valley Mesoamerican Ballgame Delegation will establish the first California team in the City of San Fernando. Marco Antonio Chavez will appoint Raul Herrera as the California Delegate of the Mesoamerican Ballgame and present a Traditional Ulama (rubber ball) used for playing the game. The appointment of Mr. Herrera is sanctioned by both the Mesoamerican Ballgame Association and the Ambassador of the National Indigenous Governess of Mexico.

The Cihuatl will host an Indigenous Women's Summer Solstice ceremony lead by Lolita Vargas Martinez on June 21, 2019, and June 22, 2019, at the Haramokngna American Indian Cultural Center, located in Azusa, CA 91101. Ms. Martinez, aka Malinalticitl, will share her knowledge of native rituals and traditional Mexican medicine. Women wishing to become Sahumadoras will be initiated as part of the ceremony. As Sahumadoras, they will continue the traditional teachings of the Gabrieleño/Tongva, Chumash, Fernandeno/Tataviam, Kitanemuk, and Serrano nations.



**Consideration to Approve Co-Sponsorship of the San Fernando Valley Mesoamerican Ballgame Delegation and the Use of the City Seal**Page 3 of 3

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**BUDGET IMPACT:**

There will be a minimal direct cost to stage the Press Conference. The City would waive \$150 of rental fees for the Tea House and \$102 of staff time needed for setting up and breaking down of the event. The total cost of \$252 would be waived should the City Council approve the co-sponsorship of the San Fernando Mesoamerican Ballgame Delegation.

**CONCLUSION:**

Staff is requesting that the City Council approve the Co-Sponsorship of the San Fernando Valley Mesoamerican Ballgame Delegation, authorize the use of Rudy Ortega Sr. Park to host a Press Conference, waive any and all fees, and authorize the use of the City Seal on the print material and social media pursuant to City Council Resolution No. 6904.





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
Kenneth Jones, Public Works Management Analyst

**Date:** June 17, 2019

**Subject:** Consideration to Approve a Resolution Authorizing the City to Enter Into an Agreement with the California Department of Water Resources

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7927 (Attachment "A") authorizing the City to enter into a Funding Agreement with the State of California Department of Water Resources to receive funds for the Upper Reservoir No. 4 Replacement Project; and
- b. Authorize the City Attorney to review and approve the Funding Agreement; and
- c. Upon City Attorney approval, authorize the City Manager to execute the agreement on behalf of the City (Contract No. 1921).
- d. Adopt Budget Resolution No. 7928 (Attachment "B") amending the budget for Fiscal Year 2018-2019 adopted on June 8, 2018.

### BACKGROUND:

1. On November 4, 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 which authorized \$510 million in Integrated Regional Water Management (IRWM) funding to be allocated to 12 hydrologic region-based funding Areas.
2. On June 27, 2018, the Governor of California approved the California Budget Act of 2018; within the Act, \$5 million in Proposition 1 funds were earmarked specifically for the construction of the City's Reservoir No. 4.

**Consideration to Approve a Resolution Authorizing the City to Enter Into an Agreement with the California Department of Water Resources**Page 2 of 3

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3. At the July 16, 2018 City Council meeting, Senator Robert Hertzberg (18<sup>th</sup> Senate District), presented to the City a check in the amount of \$5 million for the Upper Reservoir No. 4 Replacement Project.

**ANALYSIS:**

The \$5 million Proposition 1 IRWM appropriation, received from the State of California, is administered by the California Department of Water Resources (CDWR). To utilize Proposition 1 funds, CDWR requires agencies receiving an appropriation to enter into a grant agreement (see Attachment "C" for sample agreement) and adopt a resolution authorizing acceptance of funds. Once these requirements are fulfilled, CDWR allows agencies to access appropriated project funds through a reimbursement process.

**IRWM Program.**

IRWM Program funding is awarded to projects that help meet the following long-term water needs of the state: assisting water infrastructure systems adapt to climate change, providing incentives throughout each watershed to collaborate in managing the region's water resources and setting regional priorities for water infrastructure, and improving regional water self-reliance, while reducing reliance on the Sacramento-San Joaquin Delta.

The goal of the program is to bring multiple benefits to California including the protection and restoration of key ecosystems, increased flood protection, regional self-reliance, and the expansion of the state's water storage capacity.

**BUDGET IMPACT:**

The award from the State is in the form of a reimbursable grant and requires the City to enter into an agreement with the CDWR to administer the grant. CDWR imposes a five-percent administration fee, which will reduce the total amount to be received by the City by \$250,000. The total amount available for design and construction of the reservoir is \$4,750,000. Based on preliminary engineering estimates, this should be adequate to design and reconstruct Reservoir No. 4. The proposed Budget Resolution will appropriate the full grant amount in Fiscal Year 2018-2019, which will subsequently be carried over to Fiscal Year 2019-2020 after July 1, 2010.

**CONCLUSION:**

It is recommended that the City Council approve Resolution No. 7927 authorizing the City to enter into an agreement with the California Department of Water Resources to receive funds for the Upper Reservoir No. 4 Replacement Project and authorizing the City Manager to

**Consideration to Approve a Resolution Authorizing the City to Enter Into an Agreement with the California Department of Water Resources**Page 3 of 3

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execute the agreement on behalf of the City.

**ATTACHMENTS:**

- A. Resolution No. 7927
- B. Budget Resolution No. 7928
- C. Sample Agreement

## ATTACHMENT "A"

**RESOLUTION NO. 7927**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES TO RECEIVE FUNDS FOR THE UPPER RESERVOIR NO. 4 REPLACEMENT PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the legislature of the State of California enacted and the Governor signed into law the 2018-2019 Budget Act (Senate Bill 840) to provide \$5 million in funding to the City of San Fernando for its Upper Reservoir No. 4 Replacement Project ("Project"); and

**WHEREAS**, the 2018-2019 Budget Act delegated the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources ("CDWR"); and

**WHEREAS**, the 2018-2019 Budget Act appropriated no more than five percent administrative costs for the CDWR to administer the fund; and

**WHEREAS**, the City of San Fernando ("City") is the Lead Agency for the Project; and

**WHEREAS**, the City agrees that the funds should be accepted and administered by the CDWR; and

**WHEREAS**, CDWR requires a resolution from the City authorizing the City to enter into an agreement with the CDWR to receive funds and specify an authorized signatory for the agreement.

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

**SECTION 1:** Pursuant to the forgoing recitations, the City Council hereby authorizes the City to enter into an agreement with the State of California Department of Water Resources to receive \$5 million in funding for the Upper Reservoir No. 4 Replacement Project and authorizes the City Manager to sign and execute the agreement, and amendments thereto, with the State of California Department of Water Resources.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of June, 2019.

---

Joel Fajardo, Mayor



**ATTEST:**

---

Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of June, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

**ATTACHMENT “B”****RESOLUTION NO. 7928****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET  
FOR THE FISCAL YEAR 2018-19 ADOPTED ON JUNE 18,  
2018**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2018-19, commencing July 1, 2018, and ending June 30, 2019; and

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

**WHEREAS**, the City requires \$5 million in funds to proceed with the Upper Reservoir No. 4 Replacement Project; and

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

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

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

Fund 010 Capital Grants:

Increase in Revenues: 010-3686-0716	\$5,000,000
Increase in Expenditures: 010-385-0716-4600	\$5,000,000

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of June, 2019.

---

Joel Fajardo, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of June, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

**ATTACHMENT “C”**

**STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES**

**Agreement Number: 46000XXXXX**

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES  
AND**

**<INSERT FUNDING RECIPIENT NAME>**

**FOR A <PROJECT TYPE>  
FOR THE < PROJECT NAME>**

**AUTHORIZED BY  
THE BUDGET ACT OF 2018, ITEM 3860-101-0001**



# FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND

**<FUNDING RECIPIENT NAME>**

**<SAP AGREEMENT NUMBER>**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the **<insert Funding Recipient Name>**, a **<select appropriate descriptor and delete others – public agency, non-profit, etc.>** in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding from the Budget Act of 2018, Item 3860-101-0001 (Senate Bill [SB] 840, Stats. 2018, ch. 29) to Funding Recipient to assist in financing the **<insert project title>** (Project).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by **<Insert date based on schedule>** and no funds may be requested after December 31, 2022.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed **\$<INSERT AMOUNT>**.
4. **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Funding Recipient has satisfied the following conditions:
  - A. Funding Recipient must demonstrate compliance with the groundwater compliance options set forth **<insert appropriate reference or citation>**.
  - B. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by **Paragraph 11**, "Submission of Reports."
  - C. Funding Recipient submits all deliverables as specified in **Paragraph 11** of this Funding Agreement and in **Exhibit A**.
  - D. Prior to the commencement of construction or implementation activities, Funding Recipient shall submit the following to the State:
  - E.

**Comment: Paragraph 4.E.i may not be necessary for planning or feasibility studies.**

- i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in **Exhibit A** of this Funding Agreement.
- ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:

**Comment: Paragraph 4.E.ii.a The form may be found at FAIR website. Work with OCC to adjust if needed.**

- a. Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
- b. Documents that satisfy the CEQA process are received by the State,
- c. State has completed its CEQA compliance review as a Responsible Agency, and
- d. Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required.

Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Funding Recipient must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

Comment: Delete 4.E.iii if Paragraph 13 is also deleted.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.

Comment: Edit Paragraph 6 for singular/plural references to project(s), depending on number of projects contained in agreement.

6. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after June 27, 2018, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include but are not limited to the following items:

Comment: Edit list below as appropriate for specific program. If travel costs are not reimbursable, edit Exhibit D to remove the travel clause, D.44. Modify as necessary to be consistent with requirements.

- A. Costs, other than those noted above, incurred prior to June 27, 2018.
- B. Operation and maintenance costs, including post construction performance and monitoring costs.
- C. Purchase of equipment not an integral part of a project
- D. Establishing a reserve fund.
- E. Purchase of water supply
- F. Monitoring and assessment costs for efforts required after project construction is complete.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs.
- I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to June 27, 2018.
- K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or

markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt from Funding Recipient via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than <choose one>quarterly/monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Funding Amount."
  - v. Original signature and date (in ink) of Funding Recipient's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: <Insert DWR PM title & appropriate address>

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

8. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding

Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to **Paragraph 9**, the portion that has been disbursed shall thereafter be repaid immediately with interest at the time the State notifies the Funding Recipient, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a breach of this Agreement subject to the default provisions in **Paragraph 9, "Default Provisions."** If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

9. **DEFAULT PROVISIONS.** Funding Recipient will be in default under this Funding Agreement if any of the following occur:

- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
- B. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement;
- C. Failure to operate or maintain Project in accordance with this Funding Agreement.
- D. Failure to make any remittance required by this Funding Agreement.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice State.
- G. Failure to meet any of the requirements set forth in **Paragraph 10, "Continuing Eligibility."**

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding be immediately repaid, with interest at the time of the default.
- B. Terminate any obligation to make future payments to Funding Recipient.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. **CONTINUING ELIGIBILITY.** Funding Recipient must meet the following ongoing requirement(s) to remain eligible to receive State funds:

- A. **<insert Program specific requirement(s) – such as eligibility requirements, for example ag or urban water management plans.>**

11. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of **Exhibit F**. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by



the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than <insert a reasonable date, generally at least 1 quarter after the execution of the agreement> with future reports then due on successive three-month increments based on the invoicing schedule and this date.
  - B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
  - C. Post-Performance Reports: Funding Recipient shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed Project begins operation.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of the Project and in consideration of the funding made by State, Funding Recipient agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Funding Recipient or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Funding Recipient to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 9, "Default Provisions."

Comment: Paragraph 15 – Depending on the nature of the grant program, this section may not be required or may need to be modified. Please revise as needed.

13. PROJECT MONITORING PLAN REQUIREMENTS. Exhibit A of this Funding Agreement shall contain activities to develop and submit to State a Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the < insert funding program> Proposal Solicitation Package, the Project Monitoring Plan should also include:
- A. Baseline conditions.
  - B. Brief discussion of monitoring systems to be used.
  - C. Methodology of monitoring.

D. Frequency of monitoring.

E. Location of monitoring points.

A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See **Exhibit G, "Requirements for Data Submittal"**, for web links and information regarding other State monitoring and data reporting requirements.

14. **STATEWIDE MONITORING REQUIREMENTS.** Funding Recipient shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
15. **NOTIFICATION OF STATE.** Funding Recipient shall promptly notify State, in writing, of the following items:
  - A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
  - E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with **Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer."** Funding Recipient shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
16. **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

17. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Funding Recipient's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Funding Recipient.
18. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources

<Insert DWR Project Representative, title, name, mailing address and contact information>

<Insert Funding Recipient Project Representative title, name, mailing address and contact information>

Direct all inquiries to the Project Manager:

Department of Water Resources

<Insert DWR Project Manager name, mailing address and contact information>

<Insert Funding Recipient Project Manager name, mailing address and contact information>

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for Funding Recipients

Exhibit I – Monitoring and Maintenance Plan Components

Exhibit J – Project Location

Exhibit K – Information Needed for Escrow Process and Closure – If applicable

Exhibit L – Appraisal Specifications – if applicable

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA

DEPARTMENT OF WATER RESOURCES

<Insert Funding Recipient name>

\_\_\_\_\_  
<Insert DWR Project Representative,  
Title, and Division>

Date\_\_\_\_\_

\_\_\_\_\_  
<Insert Funding Recipient Project Representative  
Name and title>

Date\_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Robin Brewer, Assistant Chief Counsel

Office of Chief Counsel

Date\_\_\_\_\_



**Exhibit A**  
**WORK PLAN**

SAMPLE

**Exhibit B**  
**BUDGET**

SAMPLE

**Exhibit C**  
**SCHEDULE**

SAMPLE

**Exhibit D**  
**STANDARD CONDITIONS**

**D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2018 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3. AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

**D.4. AMERICANS WITH DISABILITIES ACT:** By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in **Paragraph 9** or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited



to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with **Paragraph 9**.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Funding Recipient shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.
- D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may

also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. **Employees of the Funding Recipient:** Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. **Employees and Consultants to the Funding Recipient:** Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Funding Recipient's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and

- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
  - i. Will receive a copy of Funding Recipient's drug-free policy statement, and
  - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

Comment: Clause D.16 may not be necessary for certain agreements, such as planning or study projects. Please discuss with OCC whether this clause is relevant or whether it may need to be modified to address specific program requirements.

- D.16. EASEMENTS: Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

Comment: Clause D.17 may not be required for planning or study grant programs. Please discuss with OCC whether removal of this clause is appropriate.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Funding Recipient shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.

- D.18. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in **Exhibit A (Work Plan)** and in accordance with **Project Exhibit B (Budget)** and **Exhibit C (Schedule)**.
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
  - C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.

H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

D.19. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

Comment: Clause D.20 – Please work with OCC to ensure that the indemnification clause addresses program-specific issues and concerns. For flood-related financial assistance program, the highlighted text must be included.

D.20. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.21. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.

D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

D.24. LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of **Exhibits A, B, and C** which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the



State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.26. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.27. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. **PROJECT ACCESS:** The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.33. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.
- D.35. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
  - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under **Paragraph 9**, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under **Paragraph 9**.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Funding Agreement.

Comment: Clause D.44 - Delete or modify this paragraph, if the program guidelines exclude reimbursement of travel costs. Also, for check with the DIRWM Financial Assistance Branch for possible alternative language for the designated headquarters locations.

- D.44. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel->

reimbursements.aspx. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.45. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

#### **Exhibit E**

#### **AUTHORIZING RESOLUTION ACCEPTING FUNDS TEMPLATE**

## **Exhibit F**

### **REPORT FORMATS AND REQUIREMENTS**

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### **1. PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

##### **PROJECT STATUS**

Describe the work performed during the time period covered by the report including but not limited to:

##### **PROJECT INFORMATION**

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall Project
- Identify key issues that need to be resolved
- Photos documenting progress

##### **COST INFORMATION**

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan
- A discussion of whether there have been any changes to the Funding Recipient's finance plan for payment of the Funding Recipient's share of Eligible Project Costs

##### **SCHEDULE INFORMATION**

- A schedule showing actual progress verses planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule



- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

## 2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

Comment: The list below should be edited to remove items not relevant to specific programs or projects. ALL non-mandatory items must be deleted from this list (for example, delete as-built drawings from a planning/study agreement).

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Funding Recipient for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail
  - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and

- A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

SAMPLE

Comment: This exhibit can be modified to add or delete relevant/non-relevant data submittal requirements.

## **Exhibit G**

### **REQUIREMENTS FOR DATA SUBMITTAL**

#### **Surface and Groundwater Quality Data:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit X.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Funding Recipient can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### **Groundwater Level Data**

For each project that collects groundwater level data, Funding Recipient will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Funding Recipient will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>.

## **Exhibit H**

### **STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Funding Match and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

#### **State Audit Document Requirements**

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Funding Recipient internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Project.

##### State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

##### Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

##### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

##### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.



Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Funding Recipient's personnel who provided services charged to the Project

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

Comment: Include this exhibit for programs that include monitoring and maintenance plan components. Sometimes it is easier to put the Monitoring and Maintenance Plan into a tabular format, or matrix, but that's up to the preparer. For maintenance requirements of project levees, see Water Code § 9140(3).

### **Exhibit I**

## **MONITORING AND MAINTENANCE PLAN COMPONENTS**

### Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

### Monitoring and Maintenance Plan

- Monitoring Metrics (ex: Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (ex: irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (ex: resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (ex: percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (ex: paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)

Comment: Include this exhibit if the location is not addressed in Exhibit A.

## **Exhibit J**

### **Project Location**

Project Location/Site/Vicinity Map – Provide a map and/or diagrams depicting the project location and site characteristics including the area and watershed encompassed by the project and disadvantaged communities within the project area (if applicable).

Project Drawings and Sketches – Provide drawings or sketches of project features in adequate detail to describe them.

If needed, provide a description of the project location including overlying jurisdiction (City, County, State, or Federal land), Assessor Parcel Numbers, property addresses, legal descriptions, and Latitude/Longitude of project site.

Comment: Include this exhibit if the project includes an escrow process.

### **Exhibit K**

#### **Information Needed for Escrow Processing and Closure**

The Funding Recipient must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Funding Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice



Comment: Include this exhibit if the project includes an appraisal process.

## **Exhibit L**

### **APPRAISAL SPECIFICATIONS**

For property acquisitions funded this Funding Agreement, the Funding Recipient must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the state. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants,

conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
  - a) For sales, include information on grantor/grantee, sale/recording dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
  - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
  - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
  - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
  - b) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.







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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** June 17, 2019

**Subject:** Consideration to Approve Authorization to Write-Off Bad Debt for Fiscal Year 2018-2019

### RECOMMENDATION:

It is recommended that the City Council authorize staff to write-off bad debt(s) from uncollectible utility accounts and loan receivable (Attachment "A") for Fiscal Year (FY) 2018-2019.

### BACKGROUND:

1. The City collects fees and taxes for a variety of services rendered to constituents. Most of these fees and taxes are collected prior to providing the service. However, utility accounts (i.e., water and sewer usage) are billed in arrears based on actual usage in the prior billing cycle.
2. The City takes a number of steps to minimize loss of revenue for non-payment, including requiring utility account holders to provide a valid Driver's License, a minimum deposit, and proof that they occupy the residential or business address.
3. Once a utility account is delinquent 10 days, a shut-off notice is provided. After an account is delinquent 20 days, service is discontinued. Delinquency notices are sent every 30 days for 90 days. After 90 days, the account is assigned to the City's collection agency, Sequoia Financial Services. If the debt remains uncollected after three years, the statute of limitations on collecting the debt has expired, and it is considered uncollectible.
4. In addition, the General Fund has an uncollectible loan receivable due to the sale of a City owned property. In June of 2003, the City sold a property commonly known as 543-563 Glenoaks Boulevard to the Redevelopment Agency (RDA) for \$3M to facilitate the redevelopment of the Swap Meet property. The RDA made an initial \$825,000 payment to the City at close of sale, with the remaining balance to be paid through annual payments to the City.

**Consideration to Approve Authorization to Write-Off Bad Debt for Fiscal Year 2018-2019**Page 2 of 3

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5. In February of 2012, the RDA was dissolved and the City was still owed \$64,604. This amount was placed on the Successor Agency Recognized Obligation Payment Schedule as enforceable obligation of the RDA, but was denied by the Oversight Board and Department of Finance as an invalid loan between the City and Agency under Assembly Bill 26.
6. Per Generally Accepted Accounting Principles (GAAP), debt owed to an entity that is considered to be uncollectible should be written off of the balance sheet as Bad Debt.
7. In 2014, the City Council adopted a citywide General Financial Policy (Attachment "B"), which includes the following policy to write off bad debt:

*Accounts receivable management and diligent oversight of collections from all revenue sources is imperative. Sound financial management principles include the establishment of an allowance for doubtful accounts. Efforts will be made to pursue the timely collection of delinquent accounts. When such accounts are deemed uncollectible, they should be written-off from the financial statements.*

- a. The Finance Director, with the approval of the City Manager, is authorized to write off uncollectible individual accounts less than or equal to \$1,000. In such cases, the Finance Director must prepare a memorandum for City Manager review and approval documenting the accounts to be written off, the age of the debt, reasons for writing off each account and evidence of collection attempts taken on the account.*
- b. Past due accounts of greater than \$1,000 may be written off with approval by the City Council. To write off accounts exceeding \$1,000, the Finance Director must prepare an Agenda Report for City Council review and approval documenting the accounts to be written off, the age of the debt, reasons for writing off each account and evidence of collection attempts taken on the account.*

**ANALYSIS:**

Per City Council Policy, the past due account(s) that are more than three years delinquent, deemed uncollectible, and greater than \$1,000 are included as Attachment "A." The City has exhausted collection attempts and has been unsuccessful in recovering the delinquent amount(s) listed. In accordance with Generally Accepted Accounting Principles, the outstanding amount(s) should be written off from the City's financial statements.



**Consideration to Approve Authorization to Write-Off Bad Debt for Fiscal Year 2018-2019**Page 3 of 3

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**BUDGET IMPACT:**

Per best financial management and accounting principles, the City includes an annual allowance for uncollectible debt. The amount being requested to be written off is well below the City's allowance and will not significantly impact the City's financial position.

**CONCLUSION:**

Staff recommends City Council authorize staff to write-off bad debts from uncollectible utility accounts and loan receivables.

**ATTACHMENTS:**

- A. Accounts to be Written Off
- B. General Financial Policy

## ATTACHMENT "A"

## Write offs of Receivables Over \$1K

Acct No.	Description	Prime Location Address	Acct Bal Due	Closed Date	No. of Delinquent Notices sent	Date Forwarded To Collection Agency
56-0270-02	Unpaid Utility Bill	1175 Aviation	\$1,552.42	10/23/14	3	5/17/2016
56-0730-03	Unpaid Utility Bill	462 Fifth St	\$1,708.39	02/10/15	3	5/17/2016
MOU dated June 2, 2003	Unpaid Loan Receivable	543-563 Glenoaks Blvd.	\$64,604.00	n/a	n/a	n/a
			<b>\$67,864.81</b>			

CITY OF SAN FERNANDO			POLICY/PROCEDURE
NUMBER		SUBJECT	GENERAL FINANCIAL POLICY
ORIGINAL ISSUE	EFFECTIVE		
11/03/2014	11/03/2014		
CURRENT ISSUE	EFFECTIVE	CATEGORY	FINANCE
12/05/2016	12/05/2016		
SUPERSEDES			

### Section 1. Purpose.

To establish a comprehensive set of Citywide financial principles to serve as a guideline for operational and strategic decision making.

### Section 2. Statement of Policy.

The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels and adhering to prudent practices in governance, management, budget administration and financial reporting.

The following financial principles are intended to establish a comprehensive set of guidelines for the City Council and City staff to follow when making decisions that may have a fiscal impact (collectively known as "Policy"). The goal is to maintain the City's financial stability in order to be able to continually adapt to local and regional economic changes. Such principles will allow the City to maintain and enhance a sound fiscal condition. This policy should be implemented in conjunction with associated financial policies, i.e. Budget Policy, Purchasing Policy, Investment Policy, Grant Management Policy, etc.

This Policy will be reviewed annually as part of the City's annual Adopted Budget to ensure that the principles contained herein remain current. The City's comprehensive financial policies shall be in conformance with all State and Federal laws, Generally Accepted Accounting Principles (GAAP) and standards of the Governmental Accounting Standards Board (GASB), and the Government Finance Officers Association (GFOA).

Financial principles included in this Policy are:

Chapter 1: Long-term Financial Planning

Chapter 2: Auditing, Financial Reporting and Disclosure

Chapter 3: Revenue Collection

Chapter 4: Investment and Cash Management

Chapter 5: Capital Assets and Capital Improvement Projects

Chapter 6: Financial Reserves and Fund Balances

Chapter 7: Post-employment Benefit Funding

Chapter 8: Grant Administration

Chapter 9: User Fees and Service Charges

Chapter 10: Cost Allocation

Chapter 11: Debt Management

**GENERAL FINANCIAL POLICY****Page 2****CHAPTER 1: LONG-TERM FINANCIAL PLANNING**

1. The City shall maintain a General Fund Financial Forecast that looks forward at least five fiscal years into the future. The City shall consider immediate proactive measures when deficits between recurring revenues and recurring expenditures exist, even in outer years. The Forecast shall be updated at least bi-annually, as part of the mid-year budget review and annual budget process.
2. The City Council, City Manager and Executive Management will consider the effects of proposals for new or enhanced services, employee negotiations, tax/fee changes, or similar items, on the General Fund financial forecast. The City should be able to fund any such enhancements or changes in both the short-term and long-term to ensure sustainability of the enhancements.
3. The City shall develop and implement a financial plan to address its funding needs for issues like deferred maintenance and unfunded liabilities, which will be included in the General Fund financial forecast.
4. The City shall seek a balance in the overall revenue structure between more stable revenue sources (e.g. Property Tax) and economically sensitive revenue sources (e.g. Sales and Use Tax).
5. The City will proactively seek to protect and expand its tax base by encouraging a healthy underlying economy.
6. The City will work to protect and enhance the property values of all San Fernando residents and property owners.
7. The City will encourage the economic development of the community as a whole in order to provide stable and increasing revenue streams. It should be the City's goal to attract new businesses as well as retain successful businesses in the City. Objectives of a sound economic development strategy should also include: avoiding an over reliance on revenue from any one particular industry; recruitment and retention efforts to ensure a balance of revenue sources; ensuring compatible uses; encouraging business synergies; and promoting the growth of amenities and ancillary services to support business districts and established industries.
8. The City shall develop and maintain methods for the evaluation of future development and related fiscal impacts on the City budget.
9. Every reasonable effort will be made to establish revenue measures which will cause non-residents (i.e. transients and recreational visitors) to carry a fair portion of the expenses incurred by the City as a result of their use of public facilities.
10. The City will establish appropriate cost-recovery targets for its fee structure and will adjust its Master Fee Schedule annually to ensure that fees continue to meet cost recovery targets. The Finance Department may study, internally or using an outside consultant, the costs of providing such services and recommend fees to each department. (See also Chapter 10: User Fees and Service Charges)
11. Special services, which are characterized by an activity that is above and beyond the level of service typically provided by the City, will be supported from service fees to the maximum extent possible. Service fees shall be established in the Master Fee Schedule in compliance with applicable State law, and shall be periodically reviewed for compliance with applicable State law.
12. The City will oppose efforts by State and County governments to divert revenues from the City or to increase unfunded service mandate of City taxpayers.



**GENERAL FINANCIAL POLICY****Page 3**

13. The City will seek additional intergovernmental funding and grants, with a priority on funding one-time capital projects. Grant-funded projects that require multi-year support will be reviewed by City Council.
14. The City will not rely on one-time revenue sources to fund operations. One-time revenues sources, whenever possible, will be used to fund one-time projects, augment reserve balances or fund unfunded liabilities.

**GENERAL FINANCIAL POLICY**

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**CHAPTER 2: AUDITING, FINANCIAL REPORTING, AND DISCLOSURE***Preparation of Financial Statements*

Accounting standards boards and regulatory agencies set the minimum standards and disclosure requirements for annual financial reports and continuing disclosure requirements for municipal securities. The City places a high value on transparency and full disclosure in all matters concerning the City's financial position and results of operations. To this end, the City endeavors to provide superior information in the City's Comprehensive Annual Financial Report (CAFR) and Continuing Disclosure filings by going above and beyond the minimum reporting requirements, including participation in certificate of achievement accreditation programs and voluntary event disclosure filings.

The City prepares its financial statements in conformance with Generally Accepted Accounting Principles (GAAP). Responsibility for the accuracy and completeness of the financial statements rests with the City. However, the City retains the services of an external accounting firm to audit the financial statements on an annual basis. The primary point of contact for the auditor is the Finance Director, but the auditors will have direct access to the City Manager, City Attorney, or City Council on any matters they deem appropriate.

The financial statement audit and compliance audits will be conducted in accordance with the United States Generally Accepted Auditing Standards (GAAS), standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller of the United States, and standards set by regulatory agencies, if applicable.

As soon as practical after the end of the fiscal year, a final audit and report shall be submitted to the City Council, City Treasurer, City Manager, Finance Director, City Clerk and City Attorney. The final audit and report shall be posted to the City's website and five copies will be placed on file in the office of the Finance Director where they shall be available for inspection by the general public as long as is required by the City's record retention policy. A digital copy will be archived and available at any time.

After audit results have been communicated to the City, the Finance Department is responsible for responding to all findings, if any, within six months. Responses shall be provided to the City Manager and any appropriate regulatory agencies.

*Independent Audit Firm*

The City Council shall retain, for a contract period not to exceed three years, a qualified independent certified public accounting to examine the City's financial records and procedures on an annual basis. After soliciting and receiving written proposals from qualified independent accounting firms, the Finance Director shall submit a recommendation to the City Manager and City Council. Generally, the City will request proposals for audit services every three years. It is the City's policy to require mandatory audit firm rotation after nine years of consecutive service.

**GENERAL FINANCIAL POLICY**

Page 5

**CHAPTER 3: REVENUE COLLECTION AND ACCOUNTS RECEIVABLE**

1. The City will pursue revenue collection and auditing to ensure that monies due the City are accurately received in a timely manner.
2. The City will seek reimbursement from the appropriate agency for State and Federal mandated costs whenever possible and cost-effective.
3. The City should centralize accounts receivable/collection activities wherever possible so that all receivables are handled consistently.

*Write Off Bad Debt*

Accounts receivable management and diligent oversight of collections from all revenue sources is imperative. Sound financial management principles include the establishment of an allowance for doubtful accounts. Efforts will be made to pursue the timely collection of delinquent accounts. When such accounts are deemed uncollectible, they should be written-off from the financial statements.

- a. The Finance Director, with the approval of the City Manager, is authorized to write off uncollectible individual accounts less than or equal to \$1,000. In such cases, the Finance Director must prepare a memorandum for City Manager review and approval documenting the accounts to be written off, the age of the debt, reasons for writing off each account and evidence of collection attempts taken on the account.
- b. Past due accounts of greater than \$1,000 may be written off with approval by the City Council. To write off accounts exceeding \$1,000, the Finance Director must prepare an Agenda Report for City Council review and approval documenting the accounts to be written off, the age of the debt, reasons for writing off each account and evidence of collection attempts taken on the account.

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**CHAPTER 4: INVESTMENT AND CASH MANAGEMENT**

1. Cash and investment programs will be maintained in accordance with California Government Code Section 53600 et seq. and the City's adopted Investment Policy to ensure that proper controls and safeguards are maintained. Pursuant to State law, the City, at least annually, revises, and the City Council affirms, a detailed Investment Policy.
2. Reports on the City's investment portfolio and cash position shall be presented to the City Council by the City Treasurer on at least a quarterly basis, in conformance with the California Government Code.
3. City funds shall be managed in a prudent and diligent manner with emphasis on safety, liquidity, and yield, in that order.

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**CHAPTER 5: CAPITAL ASSETS AND CAPITAL IMPROVEMENT PLAN**

1. A *Capital Asset* is defined as land, structures and improvements, machinery and equipment and infrastructure assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation. Capital assets also include additions to public domain (infrastructure) which includes certain improvements such as pavement, curb and gutter, sidewalks, traffic control devices, and right-of-way corridors within the City.
2. Depreciation of Capital Assets is computed using the straight-line method over the estimated useful lives of assets, which are as follows:
 

Buildings	50 years
Infrastructure	Up to 50 years
Improvements Other than Buildings	20 years
Furniture and Equipment	Up to 30 years
Vehicles and Related Equipment	Up to 8 years
3. A *Capital Improvement Project* (CIP) is defined as meeting one of the following criteria:
  - a. It is construction, expansion, renovation, or replacement of a city owned facility or infrastructure. The project must have a total cost of at least \$25,000 over the life of the project. Project costs include, but are not limited to, the cost of land, engineering, architectural planning, and contract services needed to complete the project; or
  - b. It is a purchase of major equipment (assets) costing \$25,000 or more with a useful life of at least 5 years; or
  - c. It is a major maintenance or rehabilitation project for existing facilities with a cost of \$25,000 or more and an economic life of at least 5 years.
4. A five-year Capital Improvement Plan will be developed and updated annually. The Plan shall include a brief description of the project, estimated project costs, and anticipated funding source(s) for the project.
5. The Capital Improvement Plan will identify, where applicable, current operating maintenance costs and funding streams available to repair and/or replace deteriorating infrastructure and avoid significant unfunded liabilities.
6. The City should develop and implement a post-implementation evaluation of its infrastructures condition on a specified periodic basis, estimating the remaining useful life, and projecting replacement costs.
7. The City will actively pursue outside funding sources for all CIPs. Outside funding sources, such as grants, will be used to finance only those CIPs that are consistent with the five-year Capital Improvement Plan and local governmental priorities, and whose operating and maintenance costs have been included in future operating budget forecasts.
8. CIP lifecycle costs will be coordinated with the development of the Operating Budget. Future operating, maintenance and replacement costs associated with new capital improvements will be forecasted, matched to available revenue sources, and included in the Operating Budget. CIP contract awards will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.
9. Financing of CIPs will be considered if it conforms to *Chapter 11: Debt Management* section of this Policy.



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### CHAPTER 6: FINANCIAL (FUND) RESERVES AND FUND BALANCES

Prudent financial management dictates that some portion of the funds available to the City be reserved for future use.

As a general principle, the City Council decides whether to appropriate funds from reserve accounts. Even though a project or other expenditure qualifies as a proper use of reserves, the City Council may decide that it is more beneficial to use current year operating revenues or other available funds instead, thereby retaining the reserve funds for future use. Reserve funds will not be spent for any function other than the specific purpose of the reserve account from which they are drawn without specific direction in the annual budget; or by a separate City Council action. Information regarding annual budget adoption and administration is contained in the City's Budget Policy.

#### *Governmental Funds and Fund Balance Defined*

Governmental Funds, including the General Fund, Special Revenue Funds, Capital Projects Funds, and Debt Service Funds, have a short-term or current flow of financial resources measurement focus and basis of accounting and therefore, exclude long-term assets and long-term liabilities. The term Fund Balance, used to describe the resources that accumulate in these funds, is the difference between the fund's assets and fund's liabilities. Fund Balance is similar to the measure of net working capital that is used in private sector accounting. By definition, both Fund Balance and Net Working Capital exclude long-term assets and long-term liabilities.

#### *Proprietary Funds and Net Working Capital Defined*

Proprietary Funds, including Enterprise Funds and Internal Service Funds, have a long-term or economic resources measurement focus and basis of accounting and therefore, include long-term assets and liabilities. This basis of accounting is very similar to that used in private sector. However, instead of Retained Earnings, the term Net Position is used to describe the difference between fund assets and fund liabilities. Since Net Position includes both long-term assets and liabilities, the most comparable measure of proprietary fund financial resources to governmental Fund Balance is Net Working Capital, which is the difference between current assets and current liabilities. Net Working Capital, like Fund Balance, excludes long-term assets and long-term liabilities.

#### *Governmental Fund Reserves (Fund Balance)*

For Governmental Funds, the Governmental Accounting Standards Board (GASB) Statement No. 54 defines five specific classifications of fund balance. The five classifications are intended to identify whether the specific components of fund balance are available for appropriation and are therefore "Spendable." The classifications also are intended to identify the extent to which fund balance is constrained by special restrictions, if any. Applicable only to governmental funds, the five classifications of fund balance are as follows:

<u>CLASSIFICATIONS</u>	<u>NATURE OF RESTRICTION</u>
Non-Spendable	Cannot be readily converted to cash
Restricted	Externally imposed restrictions
Committed	City Council imposed commitment
Assigned	City Manager/Finance Director assigned purpose/intent
Unassigned	Residual balance not otherwise restricted

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1. Non-Spendable Fund Balance: The portion of fund balance that includes amounts that are either (a) not in a spendable form, or (b) legally or contractually required to be maintained intact. Examples of Non-spendable fund balance include:
  - a. Reserve for Inventories: The value of inventories purchased by the City but not yet issued to the operating Departments is reflected in this account.
  - b. Reserve for Long-Term Receivables and Advances: This category is used to identify and segregate the City's financial assets that are not due to be received for an extended period of time, so are not available for appropriation during the budget year.
  - c. Reserve for Prepaid Assets: This category includes resources that have been paid to another entity in advance of the accounting period in which the resource is deducted from fund balance. A common example is an insurance premium, which is typically payable in advance of the coverage period. Although prepaid assets have yet to be deducted from fund balance, they are no longer available for appropriation.
2. Restricted Fund Balance: The portion of fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments (e.g. Debt Reserve funds); or (b) imposed by law through constitutional provisions or enabling legislation. The City operates a number of special revenue funds that account for items such as gas tax revenues distributed by the State, local return portions of County-wide sales tax overrides dedicated to transportation, grants from Federal or State agencies with specific spending restrictions, and Section 8 and CDBG funds from the Federal government with very specific spending limitations, to name a few. Since these funds are established because of the specific spending limitations on them, any year-end balances are still restricted for these purposes.
3. Committed Fund Balance: That portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action by the government's highest level of decision making authority, and remain binding unless removed in the same manner. The City considers adoption of a Resolution as a formal action for the purposes of establishing committed fund balance. The action to constrain resources must occur within the fiscal reporting period; however the amount can be determined subsequently. City Council imposed Commitments are as follows:
  - a. Contingency Funds: The Contingency Funds shall have a target balance of twenty percent (20%) of General Fund "Operating Budget" as originally adopted. Operating Budget for this purpose shall include current expenditure appropriations and shall exclude Capital Improvement Projects and Transfers Out. Appropriation and/or access to these funds are reserved for emergency situations only. The parameters by which the Contingency Funds could be accessed would include the following circumstances:
    - i. A catastrophic loss of critical infrastructure requiring an expenditure of greater than or equal to five percent (5%) of the General Fund, Operating Budget, as defined above.
    - ii. A State or Federally declared state of emergency where the City response or related City loss is greater than or equal to five percent (5%) of the General Fund, Operating Budget.
    - iii. Any settlement arising from a claim or judgment where the loss exceeds the City's insured policy coverage by an amount greater than or equal to five percent (5%) of the General Fund Operating Budget, and there are insufficient reserves available in the Self Insurance Fund to cover the loss.
    - iv. Deviation from budgeted revenue projections in the top three General Fund revenue categories, namely, Sales Taxes, Property Taxes and Business Taxes, in a cumulative amount greater than or equal to five percent (5%) of the General Fund Operating Budget.

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- v. Any action by another government that eliminates or shifts revenues from the City amounting to greater than or equal to five percent (5%) of the General Fund, Operating Budget.
- vi. Inability of the City to meet its debt service obligations in any given year.
- vii. Any combination of factors a) i-vi amounting to greater than or equal to five percent (5%) of the General Fund Operating Budget in any one fiscal year.

Use of Contingency Funds must be approved by the City Council. Should Contingency Funds be used, the City Manager shall present a plan to City Council to replenish the funds within five years.

4. Assigned Fund Balance: That portion of a fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are not restricted or committed. This policy hereby delegates the authority to the City Manager or Finance Director to modify or create new assignments of fund balance. Constraints imposed on the use of assigned amounts may be changed by the City Manager or Finance Director. Appropriations of balances are subject to the Budget Policy concerning budget adoption and administration. Examples of assigned fund balance may include, but are not limited to:

- a. Reserves for Encumbrances: Purchase Orders and contracts executed by the City express intent to purchase goods or services. Generally, such documents include a cancellation clause, where the City would then only be responsible to pay for goods received or services provided. The City recognizes the obligation to pay for these goods and services as a reservation of fund balance, but because the City can ultimately free itself of this obligation if necessary, it does not meet the requirements of the more restrictive fund balance categorizations.
- b. Change in Fair Market Value of Investments: As dictated by GASB 31, the City is required to record investments at their fair value (market value). This accounting practice is necessary to insure that the City's investment assets are shown at their true value as of the balance sheet. However, in a fluctuating interest rate environment, this practice records market value gains or losses which may never be actually realized. The City Manager or Finance Director may elect to reserve a portion of fund balance associated with an unrealized market value gain. However, it is impractical to assign a portion of fund balance associated with an unrealized market value loss.

When the City Manager or Finance Director authorizes a change in General Fund, Assigned Fund Balance, City Council shall be notified quarterly.

5. Unassigned fund balance/Reserve: The residual portion of available fund balance that is not otherwise restricted, committed or assigned. This amount is considered the City's available reserve, or budget reserve.

**GENERAL FINANCIAL POLICY****Page 11***General Fund Surplus*

At the end of each fiscal year, the difference between General Fund revenues and expenditures results in either a surplus (adding to fund balance) or deficit (subtracting from fund balance). In the case of a surplus, the policy for allocation shall follow these priorities:

1. Full funding of the twenty percent (20%) Contingency Fund.
2. If the Contingency Funds are fully satisfied, the remainder shall revert to Unassigned fund balance/reserve.

The City Manager may recommend a different allocation for approval by the City Council.

*Proprietary Fund Reserves (Net Working Capital)*

In the case of Proprietary Funds (Enterprise and Internal Service Funds), Generally Accepted Accounting Principles (GAAP) do not permit the reporting of reserves on the face of City financial statements. However, this does not preclude the City from setting policies to accumulate financial resources for prudent financial management of its proprietary fund operations. Since proprietary funds may include both long-term capital assets and long-term liabilities, the most comparable measure of liquid financial resources that is similar to fund balance in proprietary funds is net working capital, which is the difference between current assets and current liabilities. For all further references to reserves in Proprietary Funds, Net Working Capital is the intended meaning.

1. Water, Sewer and Refuse Funds

- a. Stabilization and Contingency Funds: This amount is used to provide sufficient funds to support seasonal variations in cash flows and, in more extreme conditions, to maintain operations for a reasonable period of time so the City may reorganize in an orderly manner or effectuate a rate increase to offset sustained cost increases. The intent is to provide funds to offset cost increases that are projected to be short-lived, thereby partially eliminating the volatility in annual rate adjustments. It is not intended to offset ongoing, long-term pricing structure changes. The target level of the Contingency Fund is twenty-five percent (25%) of the annual operating budget. This reserve level is intended to provide a reorganization period of three months with zero income or twelve months at a twenty-five percent (25%) loss rate. The City Council must approve the use of these funds, based on City Manager recommendation. Funds collected in excess of the Stabilization reserve target would be available to offset future rate adjustments, while extended reserve shortfalls would be recovered from future rate increases. Should catastrophic losses occur, Stabilization and Contingency Funds may be called upon to avoid disruption to service. The Stabilization and Contingency principle applies to each proprietary fund individually, not all proprietary funds collectively.
- b. Infrastructure Replacement Funding: This funding principle is intended to be a temporary repository for cash flows associated with the funding of infrastructure replacement projects provided by the Water Master Plan and Sewer Master Plan. The contribution rate is intended to level-amortize the cost of infrastructure replacement projects over a long period of time. The annual funding rate of the Water and Sewer Master Plans is targeted at an amount that, when combined with prior or future year contributions, is sufficient to provide for the eventual replacement of assets as scheduled in each respective Plan. This contribution principle should be updated periodically based on the most current Master Plan. There are no minimum or maximum balances contemplated by this funding principle. However, the contributions level should be reviewed periodically or as major updates to the Wastewater Master Plan occur. Annual funding is contingent on many factors and may ultimately involve a combined strategy of cash funding and debt issuance with the intent to normalize the burden on customer rates.

**GENERAL FINANCIAL POLICY****Page 12****2. Internal Service Funds**

Internal Service Funds are used to centrally manage and account for specific program activity in a centralized cost center. Their revenue generally comes from internal charges to departmental operating budgets rather than direct appropriations. The function of Internal Service Funds include:

- a. Normalizing departmental budgeting for programs that have life-cycles greater than one year; thereby facilitating level budgeting for expenditures that will, by their nature, be erratic from year to year. This also facilitates easier identification of long-term trends.
- b. Acting as a strategic savings plan for long-term assets and liabilities.
- c. Enabling appropriate distribution of City-wide costs to individual departments, thereby more readily establishing true costs of various operations.

Since departmental charges to Internal Service Funds duplicate the ultimate expenditure from the Internal Service Fund, they are eliminated when consolidating entity-wide totals.

The measurement criteria, cash flow patterns, funding horizon and acceptable funding levels are unique to each program being funded. Policy regarding target balance and/or contribution policy, gain/loss amortization assumption, source data, and governance for each of the City's Internal Service Funds is set forth as follows:

For All Internal Service Funds: The Finance Director may transfer part or all of any unencumbered fund balance between Internal Service Funds, provided that the transfer would not cause insufficient reserve levels or insufficient resources to carry out the fund's intended purpose. This action is appropriate when the decline in cash balance in any fund is precipitated by an off-trend non-recurring event (e.g. a large judgment funded by the Self Insurance Fund). The Finance Director will make such recommendations as part of the annual budget adoption or through separate City Council action.

Equipment Replacement Fund Reserve: The Equipment Replacement Fund receives operating money from the operating Departments to fund the regular replacement of major pieces of equipment (mostly vehicles) at their economic obsolescence.

Operating Departments are charged annual amounts sufficient to accumulate funds for the replacement of vehicles, communications equipment, technology equipment and other equipment determined appropriate by the Finance Director. The City Manager recommends annual rate adjustments as part of the budget preparation process. These adjustments are based on pricing, future replacement schedules and other variables.

The age and needs of the equipment inventory vary from year to year. Therefore the year-end fund balance will fluctuate in direct correlation to accumulated depreciation. In general, it will increase in the years preceding the scheduled replacement of relatively large percentage of the equipment, on a dollar value basis. However, rising equipment costs, dissimilar future needs, replacing equipment faster than their expected life or maintaining equipment longer than their expected life all contribute to variation from the projected schedule.

In light of the above, the target funding level is not established in terms of a flat dollar figure or even a percentage of the overall value of the equipment inventory. It is established at fifty percent (50%) of the current accumulated depreciation value of the equipment inventory, calculated on a replacement value basis. This will be reconciled annually as part of the year-end close out process by the Finance Department. If departmental replacement charges for



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equipment prove to be excessive or insufficient with regard to this target funding level, new rates established during the next budget cycle will be adjusted with a view toward bringing the balance back to the target level over a three-year period.

Self-Insurance Fund Reserve: The Self-Insurance fund pays for insurance premiums, benefit and settlement payments, and administrative and operating expenses. It is supported by charges to other City funds for the services it provides. These annual charges for service shall reflect the five-year historical experience and shall be set to equal the annual expenses of the fund.

The Self-Insurance Fund reserve (Liability and Workers' compensation) will be maintained at a level which, together with purchased insurance policies, adequately indemnifies the City's property, liability, and health benefit risk from one-time fluctuations. A qualified actuarial firm shall be retained on an annual basis (typically through the City's insurance risk pool) in order to recommend appropriate funding levels, which will be approved by City Council. The City should maintain minimum reserves equal to sixty percent (60%) of the five-year average of total Self-Insurance Fund costs.

To lessen the impact of short-term annual rate change fluctuation, the City Manager may implement one-time fund transfers (rather than department rate increases) when funding shortfalls appear to be due to unusually sharp and non-recurring factors. Excess reserves in other areas may be transferred to the Self Insurance FUnd in these instances, but such transfers should not exceed the funding necessary to reach the reserve level defined above.

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**CHAPTER 7: POST-EMPLOYMENT BENEFIT FUNDING**

Pension Funding: The City's principal Defined Benefit Pension program is provided through multiple contracts with California Public Employees Retirement System (CalPERS). The City's contributions to the plan include a fixed employer paid member contribution and an actuarially determined employer contribution that fluctuates each year based on an annual actuarial plan valuation. This variable rate employer contribution includes the normal cost of providing the contracted benefits plus or minus an amortization of plan changes and net actuarial gains and losses since the last valuation period.

It is the City's policy to make contributions to the plan equaling at least one hundred percent (100%) of the actuarially required contribution (annual pension cost). Because the City pays the entire actuarially required contribution each year, by definition, its net pension obligation at the end of each year is \$0. Any Unfunded Actuarial Liability (UAL) is amortized and paid in accordance with the actuary's funding recommendations. The City will strive to maintain its UAL within a range that is considered acceptable to actuarial standards. The City Council shall consider increasing the annual CalPERS contribution should the UAL status fall below acceptable actuarial standards.

Other Post-Employment Benefits (OPEB) Funding: The City contributes to a single-employer defined benefit plan to provide post-employment health care benefits. Subject to the terms provided in the applicable Memorandum of Understanding (MOU), the City pays 100% of all premiums charged for health insurance for qualifying retired employees, and their dependent spouses or survivors, and all active employees, and their dependent spouses or survivors, hired before July 1, 2015 that retire from the City. The City pays the minimum contribution required by the Public Employees Medical and Hospital Care Act (PEMHCA) for all employees hired after July 1, 2015 that retire from the City.

The City's annual OPEB cost is calculated based on the Annual Required Contribution (ARC) of the employer, an amount actuarially determined in accordance with parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded liabilities of the plan over a period not to exceed thirty years. The City is currently unable to make the full ARC payment and is funding this obligation on a pay-as-you-go basis, which creates a significant unfunded liability.

It is the City's intention to develop a plan to establish or participate in a pre-funding trust and fully fund the ARC. Once a plan is developed, the City will strive to maintain a funded status that will be within a range that is considered acceptable to actuarial standards. The City Council will consider increasing the annual OPEB contribution should the funded status fall below acceptable actuarial standards. The City Council will also consider increasing the annual OPEB contribution when possible to reduce the amortization period.

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**CHAPTER 8: GRANT ADMINISTRATION**

Individual departments are encouraged to investigate sources of funding relevant to their respective departmental activities.

The department applying for a grant or receiving a restricted donation will generally be considered the Program Administrator of the grant. The Finance Department may assist in the financial administration and reporting of the grant, but the Program Administrator is ultimately responsible for meeting all terms and conditions of the grant, insuring that only allowable costs are charged to the grant program and adhering to City budgeting and purchasing procedures. Individual Departments and Program Administrators are not authorized to execute grant contracts. Grant contracts shall be reviewed by the City Attorney's Office and executed by the City Manager and/or City Council.

Refer to the City's Grant Management Policy for detailed information.

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**CHAPTER 9: USER FEES AND SERVICE CHARGES**

The City charges user fees and charges for services which are of special benefit to easily identified individuals or groups. The City will establish appropriate cost-recovery targets for its fee structure and will annually adjust its Master Fee Schedule to ensure that the fees continue to meet cost recovery targets and account for changes in methods or levels of service delivery. The Finance Department may study, internally or using an outside consultant, the cost of providing such services and recommend fees to each department.

General Concepts Regarding the User Fees and Service Charges: The following general concepts will be used in developing and implementing user fees and service charges:

1. Revenues shall not exceed the reasonable cost of providing the service.
2. Cost recovery goals shall be based on the total cost of delivering the service, including direct costs, departmental administration costs, and organization-wide support costs, including, but not limited to, accounting, payroll, personnel, data processing, vehicle maintenance, and insurance.
3. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.
4. For rental of real property, rate structures should be sensitive to the "market" for similar services as well as to smaller, infrequent users of the service.
5. A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed above.

User Fee Cost Recovery Levels: In setting user fee cost recovery levels, the following factors will be considered:

1. Community-Wide vs. Special Benefit: The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general purpose (tax) revenues is appropriate for community-wide services, while user fees are appropriate for services which are of special benefit to easily identified individuals or groups.
2. Service Recipient vs. Service Driver: After considering community-wide versus special benefit of the service, the concept of service recipient versus service driver should also be considered. For example, it could be argued that the applicant is not the beneficiary of the City's development review efforts; the community is the primary beneficiary. However, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate.
3. Effect of Pricing on the Demand for Services: The level of cost recovery and related pricing of services can significantly affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly-stimulated by artificially low prices. Conversely, high-levels of cost recovery will negatively impact the delivery of services to lower income groups. This negative feature is especially pronounced, and works against public policy, if the services are specifically targeted to low income groups.
4. Feasibility of Collection and Recovery: Although it may be determined that a high-level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.

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Factors Which Favor Low Cost Recovery Levels: Very low cost recovery levels are appropriate under the following circumstances:

1. There is no intended relationship between the amount paid and the benefit received. Almost all "social service" programs fall into this category as it is expected that one group will subsidize another.
2. Collecting fees is not cost-effective or will significantly impact the efficient delivery of the service.
3. There is no intent to limit the use of (or entitlement to) the service. Again, most "social service" programs fit into this category as well as many public safety emergency response services. Historically, access to neighborhood and community parks would also fit into this category.
4. The service is non-recurring, generally delivered on a "peak demand" or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. Many public safety services also fall into this category.
5. Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified, and as such, failure to comply would not be readily detected by the City. Many small-scale licenses and permits might fall into this category.

Factors Which Favor High Cost Recovery Levels: The use of user fees and service charges as a major source of funding service levels is especially appropriate under the following circumstances:

1. The service is similar to services provided through the private sector.
2. Other private or public sector alternatives could or do exist for the delivery of the service.
3. For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received.
4. The use of the service is specifically discouraged. Police responses to disturbances or false alarms might fall into this category.
5. The service is regulatory in nature and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. Building permit, plan checks, and subdivision review fees for large projects would fall into this category.

Enterprise Fund Fees and Rates

1. The City will set fees and rates at levels which fully cover the total direct and indirect costs-including operations, capital outlay, and debt service of the following enterprise programs; Water, Sewer (wastewater), and Refuse.
2. The City will review and adjust enterprise fees and rate structures as required to ensure that they remain appropriate and equitable.



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**CHAPTER 10: COST ALLOCATION PLAN**

A Cost Allocation Plan allows the City to fairly and completely allocate its administrative and overhead costs to all divisions. This allows the General Fund to recover costs from Enterprise Funds, Grant Funds, and also determines the overhead costs on the hourly rates of staff providing fee based services. A cost allocation study should be prepared by the Finance Department, either internally or using an outside consultant, at least biennially (i.e., every two years).

Office of Management and Budget Circular A-87 (OMB A-87) Plan: Using actual expenditures and documented time allocations, the OMB A-87 Plan follows the guidelines outlined by the Federal government through OMB Circular A-87. This plan is used for Federal grant administrative cost recovery.

Total Cost Plan: When grant regulations are not an issue, a Total Cost Plan, which uses the costs that the OMB A-87 Plan disallows, is able to allocate all indirect costs like the private sector routinely does. This plan is recommended whenever the goal is to fully allocate indirect costs for interfund transfers and fee calculations.

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**CHAPTER 11: DEBT MANAGEMENT**

Debt levels and their related annual costs are important long-term obligations that must be managed within available resources. A disciplined thoughtful approach to debt management includes policies that provide guidelines for the City to manage its debt program in-line with those resources. Therefore, the objective of this policy is to provide written guidelines and restrictions concerning the amount and type of debt issued by the City and the ongoing management of the debt portfolio.

This debt management policy is intended to improve the quality of decisions, provide justification for the structure of debt issuance, identify policy goals and demonstrate a commitment to long-term financial planning, including a multi-year capital plan. Adherence to a debt management policy signals to rating agencies and the capital markets that a government is well managed and should meet its obligations in a timely manner.

**Conditions and Purposes Of Debt Issuance**

Acceptable Conditions for the Use of Debt: Prudent amounts of debt can be an equitable and cost-effective means of financing major infrastructure and capital project needs. As such, debt will be considered to finance such projects if:

1. It meets the City's goal of distributing the payments for the asset over its useful life so that benefits more closely match costs for both current and future residents;
2. It is the most cost-effective funding means available to the City, taking into account cash flow needs and other funding alternatives; or
3. It is fiscally prudent and meets the guidelines of this Policy. Any consideration of debt financing shall consider financial alternatives, including pay-as-you-go funding, proceeds derived from development or redevelopment of existing land and capital assets owned by the City, and use of existing or future cash reserves, or combinations thereof.

Acceptable Uses of Debt: The City will consider financing for the acquisition, substantial refurbishment, replacement or expansion of physical assets, including land improvements. The primary purpose of debt is to finance one of the following:

1. Acquisition and or improvement of land, right-of-way or long-term easements.
2. Acquisition of a capital asset with a useful life of three or more years.
3. Construction or reconstruction of a facility.
4. Refunding, refinancing, or restructuring debt, subject to refunding objectives and parameters discussed in the Refunding Guidelines section of the Policy.
5. Although not the primary purpose of the financing effort, project reimbursables that include project planning design, engineering and other preconstruction efforts; project-associated furniture fixtures and equipment; capitalized interest, original issuer's discount, underwriter's discount and other costs of issuance.
6. Interim or cash flow financing, such as anticipation notes.

Prohibited Uses of Debt: Prohibited uses of debt include the following:

1. Financing of operating costs except for anticipation notes with a term of less than one year.

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2. Debt issuance used to address budgetary deficits.
3. Debt issued for periods exceeding the useful life of the asset or projects to be financed.

**Use of Alternative Debt Instruments**

The City recognizes that there are numerous types of financing structures and funding sources available, each with specific benefits, risks, and costs. All potential funding sources are reviewed by management within the context of the Debt Policy and the overall portfolio to ensure that any financial product or structure is consistent with the City's objectives. Regardless of what financing structure(s) is utilized, due-diligence review must be performed for each transaction, including the quantification of potential risks and benefits, and analysis of the impact on City creditworthiness and debt affordability and capacity.

Variable Rate Debt: Variable Rate Debt affords the City the potential to achieve a lower cost debt depending on market conditions. However, the City will seek to limit the use of Variable Rate Debt due to the potential risks of such instruments.

The City shall consider the use of Variable Rate Debt for the purposes of:

1. Reducing the costs of debt issues.
2. Increasing flexibility for accelerating principal repayment and amortization.
3. Enhancing the management of assets and liabilities (matching short-term "priced debt" with the City's short-term investments).
4. Diversifying interest rate exposure.

Considerations and Limitations on Variable Rate Debt: The City may consider the use of all alternative structures and modes of Variable Rate Debt to the extent permissible under State law and will make determinations among different types of modes of Variable Rate Debt based on cost, benefit, and risk factors. The Finance Director shall consider the following factors in considering whether to utilize Variable Rate Debt:

1. Any Variable Rate Debt should not exceed twenty percent (20%) of total City General Fund supported debt.
2. Any Variable Rate Debt should be fully hedged by expected future unrestricted General Fund reserve levels.
3. Whether interest cost and market conditions (including the shape of the yield curves and relative value considerations) are unfavorable for issuing fixed rate debt.
4. The likelihood of projected debt service savings when comparing the cost of fixed rate bonds.
5. Costs, implementation and administration are quantified and considered.
6. Cost and availability of liquidity facilities (lines of credit necessary for Variable Rate Debt obligations and commercial paper in the event that the bonds are not successfully remarketed) are quantified and considered.
7. Ability to convert debt to another mode (daily, monthly, fixed) or redeem at par at any time is permitted.

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8. The findings of a thorough risk management assessment.

Risk Management – Variable Rate Debt: Any issuance of Variable Rate Debt shall require a rigorous risk assessment, including, but not limited to factors discussed in this section. Variable Rate Debt subjects the City to additional financial risks (relative to fixed rate bonds), including interest rate risk, tax risk, and certain risks related to providing liquidity for certain types of Variable Rate Debt.

The City will properly manage the risks as follows:

1. Interest Rate Risk and Tax Risk: The risk that market interest rates increase on Variable Rate Debt because of market conditions, changes in taxation of municipal bond interest, or reductions in tax rates. *Mitigation* – Limit total variable rate exposure per the defined limits and match the variable rate liabilities with short term assets.
2. Liquidity/Remarketing Risk: The risk that holders of variable rate bonds exercise their “put” option, tender their bonds, and the bonds cannot be remarketed requiring the bond liquidity facility provider to repurchase the bonds. This will result in the City paying a higher rate of interest to the facility provider and the potential rapid amortization of the repurchased bonds. *Mitigation* – Limit total direct variable-rate exposure. Seek liquidity facilities which allow for longer (five to ten years) amortization of any draws on the facility. Secure credit support facilities that result in bond ratings of the highest short-term ratings and long-term ratings not less than AA. If the City's bonds are downgraded below these levels as a result of the facility provider's ratings, a replacement provider shall be sought.
3. Liquidity/Rollover Risk: The risk that arises due to the shorter-term of most liquidity provider agreements (one to five years) relative to the longer-term amortization schedule of the City's variable-rate bonds. In particular, (1) the City may incur higher renewal fees when renewal agreements are negotiated; and (2) the liquidity bank market constricts such that it is difficult to secure third party liquidity at any interest rate. *Mitigation* – Negotiate longer-terms on provider contracts to minimize the number of rollovers.

Derivatives: The use of certain derivative products to hedge Variable Rate Debt, such as interest rate swaps, may be considered to the extent the City has such debt outstanding or under consideration. The City will exercise extreme caution in the use of derivative instruments for hedging purposes, and will consider their utilization only when sufficient understanding of the products and sufficient expertise for their appropriate use has been developed. A comprehensive derivative policy will be adopted by the City prior to any utilization of such instruments.

**Refunding Guidelines**

The Finance Director shall monitor, at least annually, all outstanding City debt obligations for potential refinancing opportunities. The City will consider refinancing of outstanding debt to achieve annual savings. Absent a compelling economic reason or financial benefit to the City, any refinancing should not result in any increase to the weighted average life of the refinanced debt.

The City will generally seek to achieve debt service savings which, on a net present value basis, are at least three percent (3%) of the debt being refinanced. The net present value assessment shall factor in all costs, including issuance, escrow, and foregone interest earnings of any contributed funds on hand. Any potential refinancing shall additionally consider whether an alternative refinancing opportunity with higher savings is reasonably expected in the future.

Any potential refinancing executed more than ninety days in advance of the outstanding debt optional call date shall require a higher savings threshold. Consideration of this method of refinancing shall place greater emphasis on determining whether

**GENERAL FINANCIAL POLICY**

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an alternative refinancing opportunity with higher savings is reasonably expected in the future.

**Market Communication, Administration, and Reporting**

**Rating Agency Relations and Annual or Ongoing Surveillance:** The Finance Director shall be responsible for maintaining the City's relationships with Standard & Poor's Ratings Services, Fitch Ratings and Moody's Investor's Service. The City is committed to maintaining, or improving upon, its existing rating levels. In addition to general communication, the Finance Director shall:

1. Ensure the rating agencies are provided updated financial information of the City as it becomes publically available.
2. Communicate with credit analysts at each agency as often as is requested by the agencies.
3. Prior to each proposed new debt issuance, schedule meetings or conference calls with agency analysts and provide a thorough update on the City's financial position, including the impacts of the proposed debt issuance.

**Continuing Disclosure Compliance:** The City shall remain in compliance with Security and Exchange Commission Rule 15c2-12 by filing its annual financial statements and other financial and operating data for the benefit of its bondholders within 270 days of the close of the fiscal year, or as required in any such agreement for any debt issue. The City shall maintain a log or file evidencing that all continuing disclosure filings have been made promptly.

**Debt Issue Record-Keeping:** A copy of all debt-related records shall be retained at the City's offices. At minimum, these records shall include all official statements, bond legal documents/transcripts, resolutions, trustee statements, leases, and title reports for each City financing (to the extent available).

**Arbitrage Rebate:** The use of bond proceeds and their investments must be monitored to ensure compliance with all Internal Revenue Code Arbitrage Rebate Requirements. The Chief Financial Officer shall ensure that all bond proceeds and investments are tracked in a manner which facilitates accurate calculation; and, if a rebate payment is due, such payment is made in a timely manner.

**Credit Ratings**

The City will consider published ratings agency guidelines regarding best financial practices and guidelines for structuring its capital funding and debt strategies to maintain the highest possible credit ratings consistent with its current operating and capital needs.

**Legal Debt Limit**

Section 18 of Article XVI of the California Constitution defines the absolute maximum legal debt limit for the City; however, it is not an effective indicator of the City's affordable debt capacity.

**Affordability**

Prior to the issuance of debt to finance a project, the City will carefully consider the overall long-term affordability of the proposed debt issuance. The City shall not assume more debt without conducting an objective analysis of the City's ability to assume and support additional debt service payments. The City will consider its long-term revenue and expenditure trends, the impact on operational flexibility and the overall debt burden on the tax payers. The evaluation process shall include a



**GENERAL FINANCIAL POLICY****Page 23**

review of generally accepted measures of affordability and will strive to achieve and or maintain debt levels consistent with its current operating and capital needs. The Finance Director shall review benchmarking results of other California cities of comparable size with the City's Financial Planning and Budget Subcommittee prior to any significant project financing.

General Fund-Supported Debt: General Fund Supported Debt generally includes Certificates of Participation (COPs) and Lease Revenue Bonds (LRBs) which are lease obligations that are secured by an installment sale or by a lease-back arrangement between the City and another public entity. The general operating revenues of the City are pledged to pay the lease payments, which are, in turn, used to pay debt service on the bonds or Certificates of Participation.

These obligations do not constitute indebtedness under the State constitutional debt limitation and, therefore, are not subject to voter approval.

Payments to be made under valid leases are payable only in the year in which use and occupancy of the leased property is available, and lease payments may not be accelerated. Lease financing requires the fair market rental value of the leased property to be equal to or greater than the required debt service or lease payment schedule. The lessee (City) is obligated to place in its Annual Budget the rental payments that are due and payable during each fiscal year the lessee has use of the leased property.

The City should strive to maintain its net General Fund-backed debt service at or less than eight percent (8%) of available annually budgeted revenue. This ratio is defined as the City's annual debt service requirements on Certificates of Participation and Lease Revenue Bonds compared to total General Fund Revenues net of interfund transfers. This ratio, which pertains to only General Fund-backed debt, is often referred to as "lease burden."

Revenue Bonds: Long-term obligations payable solely from specific pledged sources, in general, are not subject to a debt limitation. Examples of such long-term obligations include those which achieve the financing or refinancing of projects provided by the issuance of debt instruments that are payable from restricted revenues or user fees (Enterprise Revenues) and revenues generated from a project.

In determining the affordability of proposed revenue bonds, the City will perform an analysis comparing projected annual net revenues (exclusive of depreciation which is a non-cash related expense) to estimated annual debt service. The City should strive to maintain a coverage ratio of one hundred twenty-five percent (125%) using historical and/or projected net revenues to cover annual debt service for bonds. The City may require a rate increase to cover both operations and debt service costs, and create debt service reserve funds to maintain the required coverage ratios.

Special Districts Financing: The City's Special Districts primarily consist of 1913/1915 Act Assessment Districts (Assessment Districts). The City will consider requests for Special District formation and debt issuance when such requests address a public need or provide a public benefit. Each application will be considered on a case by case basis, and the Finance Department may not recommend a financing if it is determined that the financing could be detrimental to the debt position or the best interests of the City.

Conduit Debt: Conduit financing provides for the issuance of securities by a government agency to finance a project of a third party, such as a non-profit organization or other private entity. The City may sponsor conduit financings for those activities that have a general public purpose and are consistent with the City's overall service and policy objectives. Unless a compelling public policy rationale exists, such conduit financings will not in any way pledge the City's faith and credit.

**Structure of Debt**

Term of Debt: Debt will be structured with the goal of distributing the payments for the asset over its useful life so that benefits

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more closely match costs for both current and future residents. Borrowings by the City should be of a duration that does not exceed the useful life of the improvement that it finances. The standard term of long-term borrowing is typically fifteen to thirty years.

**Rapidity of Debt Payment:** Accelerated repayment schedules reduce debt burden faster and reduce total borrowing costs. The Finance Department will amortize debt through the most financially advantageous debt structure and to the extent possible, match the City's projected cash flow to the anticipated debt service payments. "Backloading" of debt service will be considered only when one or more of the following occur:

1. Natural disasters or extraordinary or unanticipated external factors make payments on the debt in early years prohibitive.
2. The benefits derived from the debt issuance can clearly be demonstrated to be greater in the future than in the present.
3. Such structuring is beneficial to the City's aggregate overall debt payment schedule or achieves measurable interest savings.
4. Such structuring will allow debt service to more closely match project revenues during the early years of the project's operation.

**Level Payment:** To the extent practical, bonds will be amortized on a level repayment basis, and revenue bonds will be amortized on a level repayment basis considering the forecasted available pledged revenues to achieve the lowest rates possible. Bond repayments should not increase on an annual basis in excess of two percent (2%) without a dedicated and supporting revenue funding stream.

**Serial Bonds, Term Bonds, and Capital Appreciation Bonds:** For each issuance, the City will select serial bonds or term bonds, or both. On the occasions where circumstances warrant, Capital Appreciation Bonds (CABs) may be used. The decision to use term, serial, or CAB bonds is driven based on market conditions.

**Reserve Funds:** The City shall strive to maintain the fund balance of governmental or proprietary funds (based on the security for the debt) at a level equal to or greater than the maximum annual debt service of existing obligations.

**Tax-Exempt and Tax-Advantaged Bonds - Post Issuance Tax Compliance**

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt obligations, including general obligations bonds, certificates of participation, tax-exempt leases, bond anticipation notes, and also any type of "tax-advantaged" obligations (collectively, "Bonds") issued by or on behalf of the City of San Fernando (the "City"), including entities controlled by the City, such as community facilities districts or joint powers agencies (collectively, the "Issuer"), in order to ensure that the Issuer complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt or other advantaged status of the Bonds.

**General**

Ultimate responsibility for all matters relating to the Issuer's financings, including any refunding and refinancing, rests with the Director of Finance of the Issuer (the "Responsible Officer").

**Post-Issuance Compliance Requirements**

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*External Advisors / Documentation*

It is the policy of the Issuer to actively participate in discussions of its tax and state law compliance requirements during and after each issuance of Bonds. Such discussions will be with bond and tax counsel, as well as any financial advisor for the Bond issue, and other parties. The Responsible Officer shall be familiar with the representations and covenants made by the Issuer in the documents executed for the Bond issue, including, as necessary, being briefed by tax counsel on the particular requirements, as set forth in the tax document (e.g., a Tax Certificate) for each Bond issue, prior to signing such document.

The Responsible Officer and other appropriate Issuer personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in a district or issuer resolution(s), Tax Certificate(s) and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Responsible Officer and other appropriate Issuer personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include consultation in connection with future contracts with respect to the use or sale of Bond-financed assets, and future contracts with respect to the use of output or throughput of Bond-financed assets (e.g., solar leases).

Whenever necessary or appropriate, the Issuer shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, to prepare written rebate reports and to assist the Issuer with any requisite filings of rebate-related forms required by and payments to the Internal Revenue Service (the "IRS").

*Role of the Bond Issuer*

It is the Issuer's responsibility to know how Bond proceeds will be invested, and that such funds shall only be invested in permitted investments, as set forth in the authorizing resolution or other document pertaining to a given Bond issue. The investment earnings must be tracked and quantified, as the Issuer may not be able to keep all or a portion of said earnings, depending upon whether or not certain arbitrage rebate conditions are met. The investment activity data is a key component of rebate analysis and the Issuer will make sure such data is readily available for the Rebate Service Provider.

The documents governing the Issuer's tax-exempt debt obligations may provide for Bond proceeds to be administered by a trustee or any other agent, including a commercial bank or City official (as used herein, a "Trustee"), and the Issuer shall arrange for such Trustee to provide regular, periodic (e.g., monthly) statements regarding the investments and transactions involving Bond proceeds.

Unless otherwise provided as in the prior paragraph, unexpended Bond proceeds shall be tracked by the Issuer, and the investment of Bond proceeds shall be managed or overseen by the Responsible Officer. The Responsible Officer shall maintain records and shall prepare regular, periodic statements to the Issuer regarding the investments and transactions involving Bond proceeds.

*Arbitrage Rebate and Yield*

The Issuer has obligations to prepare or cause to be prepared calculations related to rebate for each Bond issue. Unless the

**GENERAL FINANCIAL POLICY****Page 26**

applicable Tax Certificate or other document sets forth bond counsel has advised the Issuer that arbitrage rebate will not be applicable to an issue of Bonds:

- The Issuer shall engage the services of a qualified Rebate Service Provider (if not performed internally), and the Issuer or the Trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;
- Upon request, the Responsible Officer and other appropriate Issuer personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- The Responsible Officer and other appropriate Issuer personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed; and
- During the construction period of each capital project financed in whole or in part by Bonds, the Responsible Officer and other appropriate Issuer personnel shall monitor the investment and expenditure of Bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

The Issuer shall retain copies of all arbitrage reports, investment and expenditure records, and trustee statements as described below under "Record Keeping Requirements."

*Allocation of Bond Proceeds*

Within the proper timelines, which are currently no later than 18 months after expenditure or the project's placed-in-service date, but in no event after 5 years from the date of issuance of the applicable issue of new money bonds, the Issuer will allocate Bond proceeds to expenditures for rebate and private use purposes.

*Use of Bond Proceeds*

In order to preserve the tax-exempt or tax-advantaged status of the Bonds, the Issuer is responsible for making sure that the facilities financed or refinanced with Bond proceeds cannot be used by private businesses (or non-profit corporations or the U.S. Government) in amounts that exceed the permitted limits, or sold while the Bonds are outstanding, unless a remedial action is taken to preserve the tax-exempt or tax-advantaged status. The Responsible Officer and other appropriate Issuer personnel shall:

- Monitor the use of Bond proceeds, the use of Bond-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of Bond-financed assets throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in applicable Issuer resolutions and Tax Certificates;
- Maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds;
- Consult with Bond Counsel and other professional expert advisers in the review of any contracts or arrangements involving use or sale of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable district or Issuer resolutions and Tax Certificates;

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- Maintain records for any contracts or arrangements involving the use or sale of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable district or Issuer resolutions and Tax Certificates; and
- Meet at least [annually] with personnel responsible for Bond-financed assets to identify and discuss any existing or planned use or sale of Bond-financed, assets or output or throughput of Bond-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in applicable district or Issuer resolutions and Tax Certificates.

All relevant records and contracts shall be maintained as described below.

*Record Keeping Requirements*

The Issuer will adopt, incorporate and follow procedures to maintain appropriate records while the Bonds are outstanding and up to 3 years afterward. The Issuer acknowledges that it is both prudent practice to maintain comprehensive records, but it is also necessary in the event that the IRS requests such documents in the course of an examination.

Unless otherwise specified in applicable district or Issuer resolutions or Tax Certificates, the Issuer shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- A copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of Bonds;
- A copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;
- A copy of all contracts and arrangements involving private use of Bond-financed assets or for the private use of output or throughput of Bond-financed assets; and
- Copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

**Section 3.      Authority.**

By order of City Council Resolution No. 7767 adopted by the City Council on December 5, 2016.







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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Kenneth Jones, Management Analyst

**Date:** June 17, 2019

**Subject:** Consideration to Approve a Resolution Adopting Mitigated Negative Declaration for the San Fernando Regional Park Infiltration Project

### RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 7926 (Attachment "A") adopting a Mitigated Negative Declaration for the San Fernando Regional Park Infiltration Project.

### BACKGROUND:

1. On April 26, 2018, City Council approved a Professional Services Agreement with CWE to perform design services for the San Fernando Regional Park Infiltration Project.
2. On July 24, 2018, the San Fernando Regional Park Infiltration Project was discussed amongst "stakeholders" at an Upper Los Angeles River Sub-region Steering Committee Meeting held at the Los Angeles River Center and Gardens.
3. On April 10, 2019, a public outreach meeting for the San Fernando Regional Park Infiltration Project was held at Recreation Park.

### ANALYSIS:

The City is implementing the San Fernando Regional Park Infiltration Project. The project is located within Recreation Park which is adjacent to the border of the City of Los Angeles and near the intersection of Park Avenue and First Street. The goal of the project is to replenish groundwater sources, address discharges from within the City into the Pacoima Wash, and ultimately the Los Angeles River, and, meet water quality objectives.

Based on the Upper Los Angeles River (ULAR) Reasonable Assurance Analysis (RAA), the Project is expected to capture approximately 24 acre-feet of urban runoff and recharge over 446 acre-feet

**Consideration to Approve a Resolution Adopting Mitigated Negative Declaration for the San Fernando Regional Park Infiltration Project**Page 2 of 2

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of ground water annually. The captured runoff will be diverted into an underground storage system beneath the park's baseball field where it will infiltrate. In addition to groundwater recharge, the Project will have multi-use benefits including public outreach and education opportunities, flood control benefits, and pollutant load reduction through volume reduction.

In accordance with the California Environmental Quality Act (CEQA): Public Resources Code Sections 2100-21177) and pursuant to Section 15063 of Title 14 of the California Code of Regulations (CCR), the City of San Fernando, as the Lead Agency, is required to prepare an Initial Study (Attachment "B") to determine if the Project will have a significant impact on the environment. If the Lead Agency finds that there is no evidence that the Project will cause a significant effect on the environment, the Lead Agency must make such a finding and prepare either a Negative Declaration or Mitigated Negative Declaration for the Project. Such determination can be made only if "there is no substantial evidence in light of the whole record before the Lead Agency" that such impacts may occur (Section 21080, Public Resources Code).

As a result of the findings of the Initial Study, there is no substantial evidence that the project will have a significant effect on the environment. However, mitigation measures can effectively reduce these to a less than significant level. Therefore, a Mitigated Negative Declaration for the San Fernando Regional Park Infiltration Project was produced, publicly noticed and will adequately meet CEQA requirements.

**BUDGET IMPACT:**

There is no budgetary impact associated with adoption of the Mitigated Negative Declaration for the San Fernando Regional Park Infiltration Project. The tasks leading to the development of the Initial Study were part of CWE's original scope of work and contract agreement (amount of \$479,264), which was funded through grant funds, water funds, and a financial contribution from Los Angeles Department of Water and Power.

**CONCLUSION:**

Based on the findings of the Initial Study, it is recommended that the City Council approve Resolution No. 7926: Adopting a Mitigated Negative Declaration for the San Fernando Regional Park Infiltration Project.

**ATTACHMENTS:**

- A. Resolution No. 7926
- B. Initial Study and Mitigated Negative Declaration



**ATTACHMENT "A"****RESOLUTION NO. 7926****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, ADOPTING A MITIGATED  
NEGATIVE DECLARATION FOR THE SAN FERNANDO  
REGIONAL PARK INFILTRATION PROJECT**

**WHEREAS**, on April 16, 2018, the City Council of the City San Fernando approved the preparation of the design for the San Fernando Regional Park Infiltration Project consisting of the diversion of approximately 24 acre-feet of urban runoff into a sub-surface infiltration system to recharge over 446 acre-feet of ground water annually; and

**WHEREAS**, City of San Fernando is the lead agency for the preparation and consideration of environmental documents for the Project as identified in the California Environmental Quality Act (CEQA) and the State of California Guidelines for the Implementation of the California Environmental Quality Act; and

**WHEREAS**, on January 19, 2019, in compliance with CEQA, an Initial Study (IS) was prepared for the Project which determined the Project will not have a significant adverse impact on the environment and that a Mitigated Negative Declaration (MND) finding is appropriate; and

**WHEREAS**, a draft Initial Study and Mitigated Negative Declaration was circulated for a 20-day public/responsible agency review period on April 10, 2019, in compliance with the requirements of CEQA; a complete copy of the draft document is on file and can be viewed at the San Fernando Public Works Department; and

**WHEREAS**, the City of San Fernando Public Works Department had reviewed the MND prior to releasing it for public review and determined that the MND was appropriate as there is substantial evidence the project would not result in any significant environmental impacts; and

**WHEREAS**, the City Council of the City of San Fernando has reviewed the IS and considered the MND and intends to take action on the Project in compliance with CEQA and the State of California Guidelines for the Implementation of the California Environmental Quality Act; and

**WHEREAS**, the MND, by this reference, is incorporated into this Resolution as if fully set forth herein.

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

**SECTION 1:** Pursuant to the forgoing recitations, the City Council hereby finds the Project, as mitigated, will not result in significant adverse impacts to the environment, and adopts the Mitigated Negative Declaration for the Project.

**SECTION 2:** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of June, 2019.

---

Joel Fajardo, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of June, 2019, by the following vote to wit:

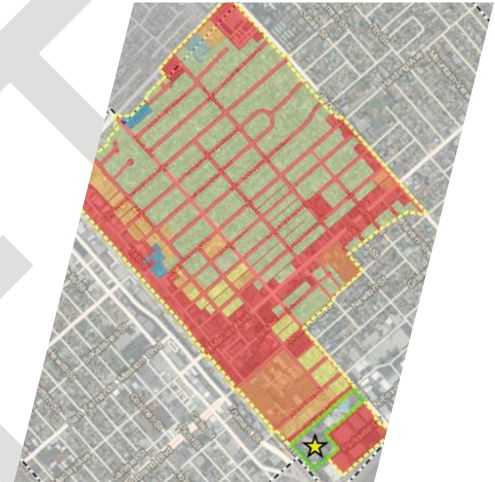
**AYES:**

**NOES:**

**ABSENT:**

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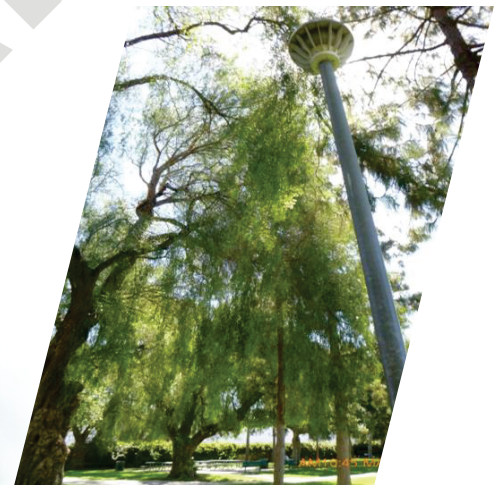
Elena G. Chávez, City Clerk



# Initial Study and Mitigated Negative Declaration

**City of San Fernando**

Regional Park  
Infiltration Project



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Fullerton, California 92831  
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# Initial Study and Mitigated Negative Declaration

## Regional Park Infiltration Project

**DRAFT**

**Prepared for:**



City of San Fernando  
Public Works Department  
117 Macneil Street  
San Fernando, CA 91340  
TEL (818) 898-1222

**Prepared by:**



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**January 31, 2019**

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DRAFT

## Acronyms

CEQA	California Environmental Quality Act
CCR	California Code of Regulations
COLA	City of Los Angeles
EWMP	Enhanced Watershed Management Program
FMMP	Farmland Mapping and Monitoring Program
IS/MND	Initial Study/Mitigated Negative Declaration
LACFCD	Los Angeles County Flood Control District
LABOS's	Los Angeles Bureau of Sanitation's
MS4	Municipal Separate Storm and Sewer System
NAHC	Native American Heritage Commission
PEIR	Program Environmental Impact Report
RCP	Reinforced Concrete pipe
VFD	Variable Frequency Drive
USEPA	United States Environmental Protection Agency

# 1. Introduction

The California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared on behalf of the City of San Fernando (City) to identify potential site-specific environmental constraints associated with the Regional Park Infiltration Project (Project) located adjacent to the border of the City of Los Angeles, near the intersection of Park Avenue and First Street. This document has been prepared in accordance with the CEQA (Public Resources Code §21000 et seq.), and the State CEQA Guidelines (Title 14, California Code of Regulations (CCR) §15000 et seq).

This IS/MND is an information documentation intended for use by the City and members of the general public as a preliminary analysis to determine if there is substantial evidence that the Project may have significant effects on the environment. If site-specific environmental constraints are found to potentially have a significant effect on the environment, with mitigation, a site-specific Environmental Impact Report (EIR) should be prepared; otherwise the lead agency may adopt a negative declaration or MND. This IS/MND was compiled for the City with the assistance of CWE. The City is serving as the Lead Agency for the proposed Project pursuant to CEQA §21067 and CEQA Guidelines Article 4 and §15367. "Lead Agency" refers to the public agency that has the principal responsibility for carrying out or approving a Project.

## 1.1 Purpose and Document Organization

The purpose of this document is to evaluate the potential environmental effects of the proposed Project. Mitigation measures, if required, have been incorporated into the Project to eliminate potential significant impacts or reduce them to a less-than-significant level.

This IS/MND is organized as follows:

- Section 1 – Introduction
- Section 2 – Project Description
- Section 3 – Initial Study/Environmental Checklist
- Section 4 – References

The Los Angeles County Flood Control District (LACFCD) Enhanced Watershed Management Programs (EWMPs), Program Environmental Impact Report (PEIR) was used to tier off, and to evaluate and determine the potential environmental impacts of the proposed Project.

## 1.2 Summary of Findings

The CEQA Appendix G Environmental (Initial Study) Checklist is included in **Section 3**. The Initial Study Checklist identifies potential environmental impacts, by sections, and provides a brief discussion of each impact resulting from implementation of the proposed Project. The Project is categorized as a Regional Structural (Infiltration) Best Management Practices (BMP) within the PEIR as it is considered a regional infiltration project.

## 2. Project Description

The City of San Fernando (City) as the lead agency is implementing the Regional Park Infiltration Project (Project), located in the City's Recreation Park adjacent to the border of the City of Los Angeles, near the intersection of Park Avenue and First Street. The Project is being implemented to replenish groundwater sources; address discharges from within the City into Pacoima Wash, and ultimately the Los Angeles River, to meet water quality objectives. Based on the Upper Los Angeles River (ULAR) Reasonable Assurance Analysis (RAA), the Project is expected to capture approximately 24 acre-feet of urban runoff to meet the water quality objectives. The captured runoff will be diverted into an underground storage system beneath the park's baseball field where it will infiltrate. In addition to groundwater recharge, the Project will have multi-use benefits including public outreach and education opportunities, flood control benefits, and pollutant load reduction through volume reduction.

The Project was identified in the ULAR Enhanced Watershed Management Program (EWMP) Plan as a priority regional project and will assist the ULAR group in addressing applicable Total Maximum Daily Loads (TMDLs) and water quality priorities.

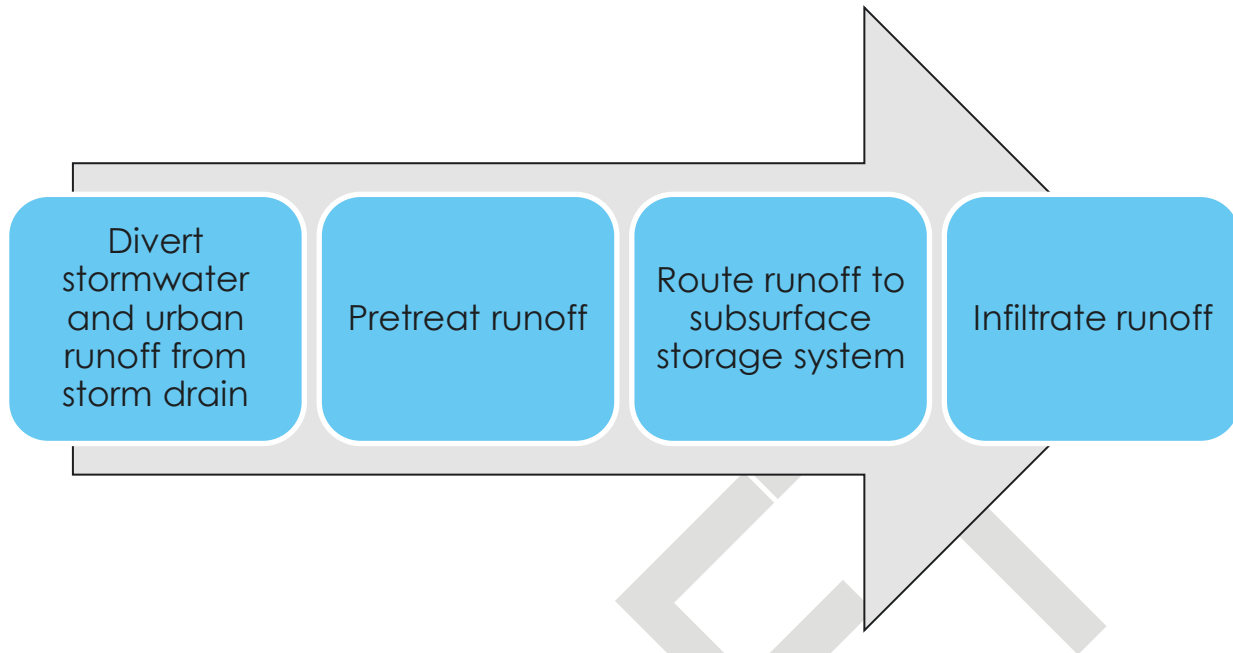
The City was awarded a planning grant, under Agreement No. D17126111 by the California State Water Resources Control Board (SWRCB) Proposition 1, for the development of final design plans, specifications, and construction estimates for the future implementation of this Project.

### 2.1 Proposed Concept

The Project involves routing water from an existing storm drain and infiltrating it in an underground infiltration chamber. The diversion structure will include a modified manhole structure in this location. Flows will be conveyed through a pretreatment that will remove trash and large particulate matter. The inclusion of the pretreatment system will improve the overall longevity of the system and promote a more centralized maintenance routine. Pretreated flows will be conveyed via gravity to the proposed subsurface storage system within the Recreation Park. The storage system will be designed to allow infiltration.

Figure 2-1 illustrates the general Project concept.

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Component	Design Approach
Diversion	Diversion structures are proposed to capture runoff from Bond Issue (BI) 7001 just downstream of Miscellaneous Transfer Drain (MTD) 947, and from BI-0256. Storm drains will connect the diversion structure to the pretreatment system and will be sized accordingly.
Pretreatment	The pretreatment systems will consist of a hydrodynamic separator. Diverted flows will go through a hydrodynamic separator to remove trash, vegetative debris, and other particulates prior to conveying runoff via gravity to the subsurface storage basins. The hydrodynamic separators will have to be maintained and emptied on a regular basis to ensure it operates properly. The units will be sized based on the calculated peak flow rate of up to 17 cubic feet per second (cfs).
Subsurface Storage System	The storage system will receive diverted flows after passing through the pretreatment system. The storage system will be constructed of precast concrete and assembled at the Project site. Openings at the bottom of the units will allow runoff to infiltrate into the ground. Gravel and a permeable liner will be placed beneath the units to increase infiltration and prevent clogging.

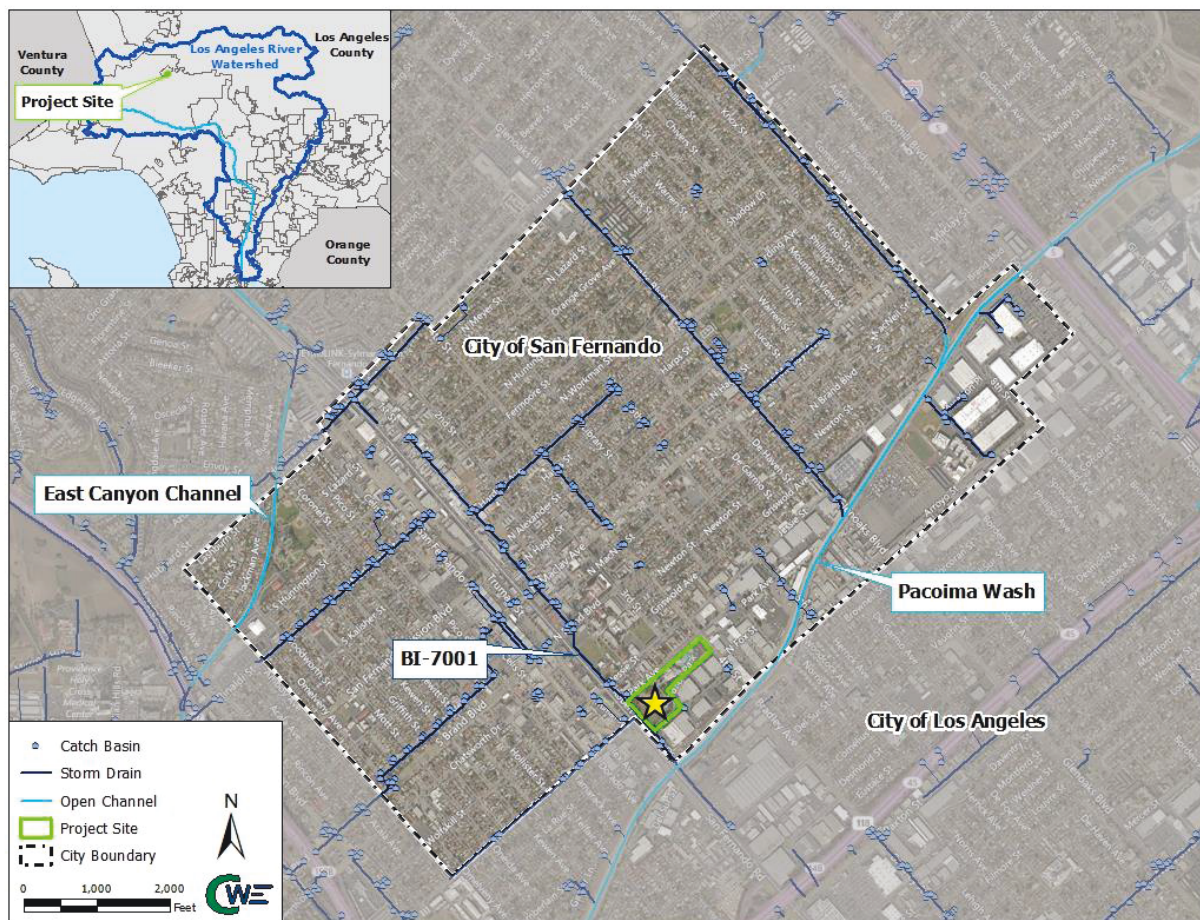


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### 2.2 Project Location

The City is located in the valley in the northwestern region of Los Angeles County. The Project site is a Recreation Park located adjacent to the border of the City of Los Angeles, near the intersection of Park Avenue and First Street. The park is associated with the address 208 Park Avenue, San Fernando, California. **Figure 2-2** shows the location of the proposed Project.



**Figure 2-2 Site Location**

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### 3. Initial Study/ Environmental Checklist

Environmental Checklist Form		
1.	<b>Project Title:</b>	San Fernando Regional Park Infiltration Project
2.	<b>Lead Agency Name and Address:</b>	City of San Fernando 117 Macneil Street, San Fernando, California 90232
3.	<b>Contact Person and Phone Number:</b>	Yazdan "Yaz" Emrani (818) 898-1222
4.	<b>Project Location:</b>	San Fernando Recreation Park Park Avenue and First Street
5.	<b>Project Sponsor's Name and Address:</b>	City of San Fernando 117 Macneil Street, San Fernando, California 90232
6.	<b>General Plan Designation:</b>	Public Streets and Public/Quasi-Public
7.	<b>Zoning:</b>	R-3 Multiple Family Residential
8.	<b>Description of Project:</b>	The Project will address discharges from within the City into Pacoima Wash, and ultimately the Los Angeles River, and meet water quality objectives. It is expected to capture approximately 24 acre-feet of urban runoff during a 85 <sup>th</sup> percentile rain event. The captured runoff will be diverted into an underground storage system beneath the park's baseball field where it will infiltrate.
9.	<b>Surrounding land uses and setting:</b>	Single-family residential, multi-family residential and limited industrial
10.	<b>Other public agencies whose approval is required:</b>	Los Angeles County Flood Control District
11.	<b>Have California Native American tribes traditionally and culturally affiliated with the Project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?<sup>a</sup></b>	Yes, the Native American Heritage Commission (NAHC) was consulted. The LACFCD's PEIR indicates that a review process took place from August 29th to September 29th, 2014. NAHC provided a response letter on September 25, 2014 requesting specific consultation for projects. A project specific consultation with the NAHC was conducted in November 2018. All Tribal Organizations were sent scoping requests for information via certified mail on November 19, 2018 and email follow ups were sent on November 26 and 30, 2018. To date, two responses have been received. In addition to the scoping requests, the City conducted Assembly Bill 52 (AB 52) consultations with the Fernandeano Tataviam Band of Mission Indians who had previously requested consultation for projects. AB52 Consultations between the City and the Fernandeano Tataviam Band of Mission Indians are ongoing and confidential.

<sup>a</sup>. Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and Project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

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The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Aesthetics                         | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality               |
| <input type="checkbox"/> Biological Resources               | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Geology /Soils            |
| <input type="checkbox"/> Greenhouse Gas Emissions           | <input type="checkbox"/> Hazards & Hazardous Materials      | <input type="checkbox"/> Hydrology / Water Quality |
| <input type="checkbox"/> Land Use / Planning                | <input type="checkbox"/> Mineral Resources                  | <input type="checkbox"/> Noise                     |
| <input type="checkbox"/> Population / Housing               | <input type="checkbox"/> Public Services                    | <input type="checkbox"/> Recreation                |
| <input type="checkbox"/> Transportation/Traffic             | <input type="checkbox"/> Tribal Cultural Resources          | <input type="checkbox"/> Utilities/Service Systems |
| <input type="checkbox"/> Mandatory Findings of Significance |   |  |

On the basis of this initial evaluation:

- ☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

Signature

Date

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### 3.1 Aesthetics

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

Discussion:

**a. Would the project have a substantial adverse effect on a scenic vista?**

**Less Than Significant Impact.** The Project is not located near a scenic vista. The Project involves constructing an underground infiltration chamber to infiltrate and treat storm water runoff. The PEIR noted potential impacts to scenic vista's and visual character. The impact determined was related to the aboveground pump stations and structures. The current Project does not propose any aboveground pump stations. Therefore there is no impact to a scenic vista.

Construction activities for the proposed Project would require temporary ground disturbance, primarily in the park and streets. The Project will involve disturbance and the presence of construction and equipment that will temporarily impact the aesthetics of the area. Construction activities will require the use of construction equipment and storage of materials on-site, thus introducing features that would affect the visual quality of the Project area and its surroundings for a temporary basis. Features would include demolition materials, excavated areas, stockpiled soils, and other materials generated and stored on-site during construction. However, given the predominantly urban character of Project location and the temporary nature of construction, impacts would be considered less than significant.

Once construction is complete, the infiltration BMP will be located underground and not visible. Therefore, construction and operation of this BMP improvement would not permanently affect views or scenic vistas. Implementation of the structural BMPs is anticipated to have an overall positive impact on the aesthetic environment.



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**No Impact.** Construction of the Project will involve the removal of turf with some eucalyptus trees that may be diseased. The Project is not located within or adjacent to scenic resources. Additionally, according to the California Department of Transportation Scenic Highways Program Database, there are no designated state scenic highways located near the Project. Therefore there is no impact to scenic resources.

**c. Would the project substantially degrade the existing visual character or quality of the site and its surroundings?**

**No Impact.** The Project will have no impact and will not substantially degrade the existing visual character or quality of the site and its surroundings. The existing site is located within a highly urbanized area and once completed, will be below grade level. Therefore there is no impact to the existing visual character or quality of the site and its surroundings.

**d. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

**No Impact.** Construction of the Project will take place during daylight hours. The Project does not proposed any new sources of light that will produce new lighting and glare. Therefore there is no impact by creating a new source of substantial lighting and glare.

Overall, the construction and operation of this Project and structural BMP improvement would not permanently affect views or scenic vistas and will not contribute to aesthetic impacts.



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### 3.2 Agriculture and Forestry Resources

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program (FMMP) of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

Discussion:

- a. **Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

**No Impact.** The City contains very little agricultural or forest land, as the majority of the land is urbanized. The implemented BMP will augment the physical structure of the already established community, blending in as part of the existing landscape and enhancing water quality for the community. No land use planning impacts have been identified in the PEIR as a result of this Project since the structural BMP will be located and implemented within an existing park and roadway and within already established urban areas and therefore, not anticipated to impact agriculture and forestry resources. According to the State of California Department of Conservation Farmland Mapping and Monitoring Program (FMMP), the Project site is not located

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in an area designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore there is no impact to farmland or agricultural resources.

**b. Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?**

**No Impact.** The project site is not zoned for agricultural use and is not under a Williamson Act contract. Therefore there is no impact to land zoned for agricultural use or a Williamson Act contract.

**c. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?**

**No Impact.** The Project is located in the City's land zone R-3 for Multiple Family Residential and therefore, it will not conflict with existing zoning of forest land, timberland, or timberland zoned Timberland Production.

**d. Would the project result in the loss of forest land or conversion of forest land to non-forest use?**

**No Impact.** The Project is not located in forest land. Therefore there is no impact to forest land.

**e. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?**

**No Impact.** The Project site is not on land designated for agricultural land use and will not result in conversion of Farmland to non-agricultural use or forest land to non-forest use.

**City of San Fernando**California Environmental Quality Act  
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Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?		X		
b) Violate any air quality standard or contribute substantially to an existing or Projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		X		
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?				X

Discussion:

**a. Conflict with or obstruct implementation of the applicable air quality plan?**

**Less Than Significant with Mitigation Incorporated.** The City is located in the South Coast Air Quality Management District (SCAQMD) and United States Environmental Protection Agency (USEPA) Region 9. These agencies are regional or federal governing authorities that have primary responsibility for controlling air pollution from stationary sources. The SCAQMD has established standards for air quality constituents generated by construction and operational activities for such pollutants as ozone, carbon monoxide, nitrogen oxides, sulfur dioxide, and particulate matter (PM). The SCAQMD maintains an extensive air quality monitoring network to measure criteria pollutant concentrations throughout the Basin. The Basin where the proposed Project is located has been designated nonattainment status for the federal and state standards for ozone and PM<sub>2.5</sub>, as well as the state standard for PM<sub>10</sub> and lead (California Air Resources Board, Area Designations Maps/State and National, November 2017).

The PEIR analyzed potential impacts to air quality due to construction activities. These construction activities would temporally create emissions of dust, fumes, equipment, and other contaminants. For Regional BMP Projects, the maximum daily level of construction-generated emissions of NOx was anticipated to exceed regional thresholds. The remaining criteria

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pollutants (i.e., ROG, CO, SO<sub>x</sub>, PM<sub>10</sub> and PM<sub>2.5</sub>) would not exceed the regional thresholds. However, these emissions would not be significant with the mitigation measures (AIR-1, and AIR-2) noted in the PEIR, which include the use of low-emission equipment meeting Tier II emissions standards at a minimum and Tier III and IV emissions standards where available as CARB-required emissions technologies become readily available to contractors in the region. Exhaust from construction equipment may also produce discernible odors typical of most construction sites. Such odors would be a temporary source of nuisance to adjacent uses, but because they are temporary and intermittent in nature, would not be considered a significant environmental impact. Impacts associated with objectionable odors during construction would be less than significant. Additionally, the City shall encourage contractors to use lower-emission equipment through the bidding process where appropriate. In addition, the Project would not result in long-term emissions of air pollutants and would not exceed the SCAQMD thresholds of criteria pollutants. No further studies are required.

Once constructed, the proposed infiltration BMP would be not result in substantial long-term emission of criteria air pollutants. The proposed structural BMP is not a land use Project and, therefore, would not generate daily vehicle-exhaust emissions by the motor vehicles traveling to and from the Project area. While it is anticipated for the City to conduct visits to the structural BMP for inspection and maintenance activities, these visits would occur only periodically throughout the year and would result in minimal emissions.

Additionally, the infiltration structural BMP may possibly require the installation of electronic controls and ancillary components; this equipment would be electrically powered and would not generate emissions at the Project site.

Overall, with respect to operational emissions, BMP implementation would not result in substantial long-term regional emissions of criteria air pollutants and would not exceed the SCAQMD thresholds of significance for criteria pollutants. Therefore there is a less than significant impact to applicable air quality plans.

**b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?**

**Less Than Significant Impact.** During construction of the proposed Project, emissions will be generated by grading activities, construction workers traveling to and from the project site, delivery and hauling of construction supplies and debris, and fuel combustion by on-site construction equipment. Construction emissions would be short-term in nature and would be limited only to the time period when construction activity is taking place. Therefore there is a less than significant impact to applicable air quality violations.

**c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

**Less Than Significant with Mitigation Incorporated.** See discussion above in part a.

**City of San Fernando****California Environmental Quality Act  
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**Less Than Significant Impact.** The closest sensitive receptors are the multi-family residences located adjacent to the construction site and approximately less than 100 feet away in addition to nearby schools. The localized emissions for all criteria pollutants during daily construction would remain below their respective SCAQMD Localized Significant Threshold (LTS). The project will not emit substantial amounts of pollutants as the emissions do not exceed mass daily thresholds during construction and any emissions associated with post-construction, such as maintenance, will be less than emissions during construction. Therefore the project will have a less than significant impact on sensitive receptors and no mitigation is required.

**e. Create objectionable odors affecting a substantial number of people?**

**No Impact.** Construction odors are limited to the number of people living and working near the source. The Project is located within multi-family residences located less than 100 feet away. Construction equipment used at the site has minimal emissions as compared to the mass daily thresholds and therefore will not create objectionable odors affecting a substantial number of people.

**Mitigation Measures:**

**AIR-1** - The City will require the use of low-emission equipment meeting Tier II emissions standards at a minimum and Tier III and IV emissions standards where available as California Air Resources Board (CARB) required emissions technologies become readily available to contractors in the region.

**AIR-2** - The City will encourage contractors to use lower-emission equipment through the bidding process where appropriate.



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Would the Project:

<b>Environmental Issue</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

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## Discussion:

- a. **Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

**No Impact.** Construction of the proposed Project would occur primarily within high-density urban, commercial, industrial, and transportation areas where it will improve upon existing stormwater infrastructure. Construction will possibly require the removal of surface materials such as asphalt, concrete, and turf as well as excavation and grading. The majority of the construction impact area would occur within developed and disturbed areas adjacent to existing infrastructure. Since the project is located in a highly urbanized area, no suitable habitat exists for any of the species. Therefore there will be no impact to the listed species.

The Project is being implemented with a purpose to enhance and benefit the water quality of the region and treat stormwater pollutants and would not result in cumulatively significant impacts.

- b. **Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?**

**No Impact.** According to the National Wetlands Inventory mapped by the United States Fish and Wildlife Service (USFWS), there are no riparian habitats located near the Project area. Therefore there will be no impact to these resources.

- c. **Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

**No Impact.** According to the National Wetlands Inventory mapped by the USFWS, there are no federally protected wetlands located near the Project site. Further analysis of this issue is not necessary. No impact is anticipated.

- d. **Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

**No Impact.** The proposed Project will have no impact on fish or wildlife since there is no natural habitat for fish located near the Project.

- e. **Does the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

**No Impact.** The Project will not conflict with the City's Tree Protection and Preservation Ordinance. Oak trees and other protected trees will be avoided to the extent feasible. If trees may be impacted by construction activities, a certified arborist will conduct a tree inventory of the construction impact area.

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- f. **Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

**No Impact.** The Project will not conflict with any adopted conservation plan.

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### 3.5 Cultural Resources

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?		X		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d) Disturb any human remains, including those interred outside of dedicated cemeteries?		X		

Discussion:

**a. Would the project cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?**

**Less Than Significant Impact.** The Old Rock Scout House (Property Number 97862) is a historic property listed on the California Historic Resources Inventory (CHRI) located over 40 feet southeast of the subsurface storage system. The CHRI indicates that the structure was built in 1925 and has been listed as an individual property determined eligible for the National Register of Historic Places (NRHP) by a consensus through the Section 106 process and listed on the CRHR. However, a check of the California Register of Historical Resources (CRHR) revealed that the Old Rock Scout House is not listed. No previous site records or reports were identified at the South Coast Central Information Center (SCCIC) that document the property or verify that the property has been determined eligible for the NRHP/CRHR. The Old Rock Scout House was re-identified during the pedestrian survey and DPR 523 site forms were prepared. The Project will not impact this resource and the impact to historic resources will be less than significant.

**b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?**

**Less Than Significant with Mitigation Incorporated.** Cogstone archaeologist completed an intensive pedestrian survey of the entire Project area on November 15, 2018. Identification efforts included a review of existing literature and historic maps of the Project Area and vicinity, a CHRIS records search conducted at the SCCIC, and an intensive pedestrian survey. The sensitivity for subsurface archaeological resources within the area of the diversion pipeline is considered low due to the degree of previous disturbances from the construction of the existing

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roadways. The sensitivity for subsurface archaeological resources within the area of the subsurface storage system is considered to be moderate due to the local ethnographic settlement and subsistence patterns, the prehistory and history of the area, the proximity of Pacoima Wash, and excavation depths of 30 feet which will extend into native soils.

If at any time during excavation/construction of the site, archaeological/cultural resources, or any artifacts or other objects which reasonably appears to be evidence of cultural or archaeological resource are discovered, all further excavation or other disturbance of the affected area to immediately cease. A fully qualified specialist shall inspect the site, to assess the significance of the find. Upon determining that the discovery is not an archaeological/ cultural resource, the work can be resumed. Upon determining that the discovery is an archaeological/cultural resource, no further excavation or development shall take place until a mitigation plan or other corrective measures have been prepared and approved. With incorporation of mitigation measure CUL-1, this impact will be less than significant.

**c. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

**Less Than Significant with Mitigation Incorporated.** Excavation at the subsurface storage system will be up to approximately 30 feet deep while those of the diversion pipe will generally not exceed 20 feet in depth. While fossils are known in the vicinity they are relatively sparse. If unanticipated fossils are unearthed during construction, work should be halted in that area until a qualified paleontologist can assess the significance of the find. Work may resume immediately at a minimum of 50 feet away from the find. With incorporation of mitigation measure CUL-2, this impact will be less than significant.

**d. Would the project disturb any human remains, including those interred outside of formal cemeteries?**

**Less than Significant with Mitigation Incorporated.** The Project site is not located near a cemetery and will not disturb any human remains. In the unlikely event that human remains are encountered during Project implementation, all work must cease near the find immediately. In accordance with California Health and Safety Code Section 7050.5, the County Coroner must be notified if potentially human bone is discovered. The Coroner will then determine within two working days of being notified if the remains are subject to his or her authority. If the Coroner recognizes the remains to be Native American, he or she shall contact the NAHC by phone within 24 hours, in accordance with Public Resources Code Section 5097.98. The NAHC will then designate a MLD with respect to the human remains. The MLD then has the opportunity to recommend to the property owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and associated grave goods. Work may not resume in the area of the find until all requirements of the health and safety code have been met. With incorporation of mitigation measure CUL-3, this impact will be less than significant.

**Mitigation Measure:**

**CUL-1** - During excavation/construction of the site, archaeological/cultural resources, or any artifacts or other objects which reasonably appears to be evidence of cultural or archaeological resource are



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discovered, all further excavation or other disturbance of the affected area to immediately cease. A fully qualified specialist shall inspect the site, to assess the significance of the find. Upon determining that the discovery is not an archaeological/ cultural resource, the work can be resumed. Upon determining that the discovery is an archaeological/cultural resource, no further excavation or development shall take place until a mitigation plan or other corrective measures have been prepared and approved.

**CUL-2** - If unanticipated fossils are unearthed during construction, work should be halted in that area until a qualified paleontologist can assess the significance of the find. Work may resume immediately at a minimum of 50 feet away from the find.

**CUL-3** - In the unlikely event that human remains are encountered during Project implementation, all work must cease near the find immediately. In accordance with California Health and Safety Code Section 7050.5, the County Coroner must be notified if potentially human bone is discovered. The Coroner will then determine within two working days of being notified if the remains are subject to his or her authority. If the Coroner recognizes the remains to be Native American, he or she shall contact the NAHC by phone within 24 hours, in accordance with Public Resources Code Section 5097.98. The NAHC will then designate a MLD with respect to the human remains. The MLD then has the opportunity to recommend to the property owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and associated grave goods. Work may not resume in the area of the find until all requirements of the health and safety code have been met.

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Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?				X
iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

Discussion:

- a. Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:**
- i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for**

**the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

**No Impact.** Implementation of the BMP will involve ground disturbance activities and therefore, is required to be constructed in compliance with the applicable laws, regulations and policies, including design requirements in the California Building Code (CBC) and the County of Los Angeles LID Standards to ensure that the Project is constructed in a manner that avoids impacts and damages.

The Project is being implemented to infiltrate stormwater which could potentially result in a significant amount of water infiltrated into the subsurface, which would saturate some shallow soils below the infiltration basins and raise groundwater levels. A general rise in groundwater levels due to stormwater infiltration would provide water supply benefits to the region, but could also raise groundwater levels above current levels. Groundwater in the area is over 100 feet in depth, with historic groundwater levels greater than 50 feet. To ensure that the Project is not undermined by unstable soils or impact adjacent infrastructure and buildings, and ensure impacts to the public safety are minimized, the Project will require a design-level geotechnical investigation.

The geotechnical evaluation will identify the potential for geologic and seismic hazards and will recommend site-specific design criteria to abate seismic hazards and geologic hazards, such as drainage barriers, lined trenches, continued monitoring of subsurface conditions, added site drainage, special foundations, and structural setbacks. The recommendations will be incorporated into the design of the Project. In addition, the County of Los Angeles LID Standards require a site assessment to identify design considerations. The site assessment specifically includes identifying the potential for fault rupture, seismic shaking, and seismically induced liquefaction and other ground failures. The design considerations must be prepared by a geotechnical engineer and must specifically include design features to minimize or avoid damage from fault rupture and seismic events.

Completion of a comprehensive design-level geotechnical investigation, implementing the design requirements in the CBC and County ordinances, and ensuring that the Project is constructed in compliance with the applicable laws, regulations, and policies, including the LID Ordinances, would ensure for the infiltration BMP to be constructed in a manner that avoids impacts. Therefore, this impact is considered less than significant.

Construction activities such as excavation and grading could result in soil erosion or loss of topsoil during rain or high-wind events. To prevent erosion and runoff from the construction site, the State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) Construction General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP) requires the preparation and implementation of a SWPPP that would include BMPs to control erosion and off-site sedimentation from the site. The required compliance with the Stormwater Pollution Prevention Plan (SWPPP) and implementation of erosion control BMPs would ensure that soil erosion and loss of topsoil would be minimized to levels considered less than significant.

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The infiltration BMP will be constructed within areas that are already urbanized and disturbed, and would therefore not be available for mineral resource activities.

**ii) Strong seismic ground shaking?**

**No Impact.** See discussion above in a.i.

**iii) Seismic-related ground failure, including liquefaction?**

**No Impact.** See discussion above in a.i.

**iv) Landslides?**

**No Impact.** The Project is located in a highly urbanized area and is located within a relatively flat terrain, and therefore will not expose people or structures to the risk of landslides.

**b. Would the project result in substantial soil erosion or the loss of topsoil?**

**Less Than Significant Impact.** Construction of the project would involve excavation to a depth of up to 30 feet, grading, paving, utility installation, building construction, and landscape installation which has the potential to temporary expose on-site soils that would be subject to erosion during rainfall events or high winds. Construction activities for total land areas greater than one (1) acre are required to comply with the CGP. The City will develop and submit for approval a Project-specific SWPPP. The SWPPP will identify erosion and sediment control BMPs to reduce or eliminate sediment discharge to receiving water bodies from storm and non-stormwater discharge during construction. In addition, the Project is required to comply with SCAQMD Rule 403, which would reduce the amount of particulate matter in the air and minimize the potential for wind erosion. With the development of the Project's SWPPP and compliance with SCAQMD Rule 403, the potential for water and/or wind erosion impacts during project construction would be less than significant and mitigation is not required.

**c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?**

**No Impact.** See discussion above in a.i.

**d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?**

**No Impact.** The Project will not adversely affect the geologic stability of the site and is not located on expansive soils.

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- e. **Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?**

**No Impact.** The Project will not require the installation of septic tanks or alternative waste water disposal systems.

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### 3.7 Greenhouse Gas Emissions

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X

Discussion:

**a. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

**Less Than Significant Impact.** Greenhouse Gas (GHG) emissions generated by the proposed Project would not exceed the SCAQMD's recommended threshold of 3,000 MTCO<sub>2e</sub> /year for non-industrial Projects. Construction-related GHG emissions associated with the BMP development will be short-term in nature and limited to the period of time when construction activity is taking place. Additionally, as the structural BMP is not a land use Project, GHG emissions associated with mobile sources would only occur from periodic vehicle trips by workers to the structural BMP site for inspection and maintenance purposes, which would not generate substantial emissions. The annual GHG emissions associated with the operation of the electrical controls for the structural BMP would also be minimal relative to the GHG emissions generated during construction of this structural BMP. Based on analysis presented in the PEIR, the Project is not expected to result in substantial GHG emissions into the environment or contribute to climate change impacts. No further studies are required. Therefore the Project will have less than a significant impact on the generation of greenhouse gas emissions.

**b. Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?**

**No Impact.** There are numerous State plans, policies and regulations adopted for the purpose of reducing GHG emissions. The principal overall State plan and policy is AB 32, the California Global Warming Solutions Act of 2006. The quantitative goal of AB 32 is to reduce GHG emissions to 1990 levels by 2020. The Project would not conflict with the State plan and policy AB 32 because the emissions from the project are temporary and minimal.

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Would the Project:

<b>Environmental Issue</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		X		
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area?			X	
f) For a Project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

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## Discussion:

- a. **Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?**

**Less Than Significant with Mitigation Incorporated.** Construction activities required for this Project will potentially involve excavation, grading, drilling, trenching, and other ground-disturbing activities. These anticipated construction activities may require the transport, storage, use, and disposal of small amounts of hazardous materials that may include gasoline, diesel, hydraulic fluids, oils and lubricants and other similarly related materials for the Project site. The City and the construction contractor will be required to comply with all relevant and applicable federal, state and local laws and regulations that pertain to the transportation, storage, use and disposal of hazardous materials and waste during the construction program. Because the City and the construction contractor would be required to comply with all relevant laws and regulations associated with the transport, storage, use, and disposal of hazardous materials and waste, the construction impacts would be less than significant. Based on analysis presented in the PEIR, the Project is not expected to result in significant hazards to the public, and with incorporation of mitigation measures of HAZ-1 from the PEIR will have less than significant impacts. In addition, the Project site is not located on a hazardous materials sites list as the Project is located on the public and street right-of-way.

- b. **Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

**No Impact.** The project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment since there are no hazardous materials involved in the Project.

- c. **Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

**No Impact.** San Fernando Middle School is within a quarter-mile of the Project site, but no hazardous materials or substances will be emitted during the construction, therefore there is no impact to the schools nearby.

- d. **Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

**No Impact.** The Project is not located on a list of hazardous materials site.

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- e. **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?**

**Less Than Significant Impact.** The Project is located less than two miles from Whiteman Airport. The project will not result a safety hazard for people residing or working in the project area. The project construction will not impact airport operations as there are other buildings and structures that are larger than construction equipment that will be used for the construction of the project, located within the area. The Project is not located in the flight tracks of the airport, therefore should not be disturbing the airport operations. It is not a public facility and further analysis of this issue is not necessary and no mitigation measure would be required.

- f. **For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

**No Impact.** The project is not in the vicinity of a private airstrip.

- g. **Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

**Less Than Significant Impact.** The Project will not interfere with any emergency response plan or emergency evacuation plan. The local emergency agencies will be notified by the project prior to construction and will be able to accommodate alternate routes if necessary.

- h. **Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

**No Impact.** The Project will not expose people or structures to significant risk of loss, injury, or death involving wildland fires.

**Mitigation Measures:**

**HAZ-1** – The City will prepare and implement maintenance practices that include periodic removal and replacement of sediments and media that may accumulate constituents. The City will prepare an Operations and Maintenance (O&M) Plan upon approval of the project that identifies the frequency and procedures for removal and/or replacement of accumulated debris and/or media to avoid accumulation of hazardous concentrations.

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Would the Project:

<b>Environmental Issue</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Violate any water quality standards or waste discharge requirements?		X		
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				X
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X
f) Otherwise substantially degrade water quality?				X
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X



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## Discussion:

**a. Would the project violate any water quality standards or waste discharge requirements?**

**Less Than Significant with Mitigation Incorporated.** Construction, demolition, and renovation activities associated with the implementation of the BMP will lead to ground disturbance and polluted runoff. However, the CGP requires that any actions that disturb an acre or more of ground must develop an SWPPP to prevent the transport of polluted runoff. Development of a SWPPP will be required for the construction of the BMPs. Compliance with the CGP would ensure that the construction of BMPs would have no temporary or permanent impact to water quality.

The proposed structural BMP will have an overall effect of reducing off-site stormwater flows through on-site infiltration system. As a result of having a net effect of reducing stormwater runoff volumes, there would be a less-than significant effect on the capacity of existing or planned stormwater drainage systems. The structural BMP would also provide improvements to water quality of receiving waters as that is the primary purpose of the proposed BMP and have proven effective in reducing potential sources of polluted runoff for a less than significant impact.

**b. Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

**No Impact.** The Project is not expected to negatively impact groundwater supplies or interfere substantially with groundwater recharge. The Project will enhance recharge to the groundwater table which will be a regional benefit. Therefore, no further analysis of this issue is necessary. No negative impact is anticipated.

**c. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?**

**Less Than Significant Impact.** The project will not substantially alter the drainage pattern of the area in a way that would result in substantial erosion or siltation on or off-site. The Project will retain flows from Pacoima Wash and Los Angeles River, which are lined systems and will not change siltation to downstream systems. Further analysis of this issue is not necessary and no mitigation measure would be required.

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- d. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or offsite?**

**No Impact.** The Project will not substantially alter the existing drainage pattern of the area resulting in flooding on or off site. Further analysis of this issue is not necessary and no mitigation measure would be required.

- e. Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?**

**No Impact.** The project will not create or contribute runoff water to exceed the capacity of existing or planned storm drain systems or provide source of polluted runoff. Further analysis of this issue is not necessary and no mitigation measures would be required.

- f. Would the project otherwise substantially degrade water quality?**

**No Impact.** The Project will provide water quality enhancements for the area. The runoff generated from the design rainfall event will be captured and treated and then will be recharged to increase local groundwater supplies. Therefore, the Project will not otherwise substantially degrade water quality. Further analysis of this issue is not necessary and no mitigation measures would be required.

- g. Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?**

**No Impact.** The project does not involve constructing housing and will not place housing within a 100-year flood hazard area. Further analysis of this issue is not necessary and no mitigation measures would be required.

- h. Would the project place within a 100-year flood hazard area structures which would impede or redirect flood flows?**

**No Impact.** The project will not place structures in a 100-year flood hazard area.

- i. Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?**

**No Impact.** The project will not expose people or structures to a significant risk of loss, injury or death involving flooding.

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**j. Would the project be subject to inundation by seiche, tsunami, or mudflow?**

**No Impact.** The Project is not subject to inundation by seiche, tsunami, or mudflow. Further analysis of this issue is not necessary and no mitigation measures would be required.

**Mitigation Measures:**

**HWQ-1** - A SWPPP will be prepared in compliance with California's General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (General Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the State Water Resources Control Board.

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### 3.10 Land Use and Planning

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

Discussion:

**a. Would the project physically divide an established community?**

**No Impact.** No land use planning impacts have been identified in the PEIR analysis as a result of the proposed structural BMP. The Project is being constructed on urbanized land primarily on streets and sidewalks and will therefore, not conflict with existing land zone uses. No further analysis is required.

**b. Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?**

**No Impact.** The Project will not conflict with any applicable land use plan, policy, or regulation.

**c. Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?**

**No Impact.** The proposed Project site does not fall within area covered by a habitat conservation plan or natural community's conservation plan. Further analysis of this issue is not necessary. No impact is anticipated.

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Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Discussion:

**a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

**No Impact.** The Project is being implemented within a largely already urbanized area and is therefore not anticipated to contribute to impacts in mineral resources. The use of the proposed Project site is for non-mining land uses and would not result in a significant loss of mineral resources of value to the region or state.

**b. Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

**No Impact.** There is no known locally-important mineral resource recovery site at the Project site.



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## 3.12 Noise

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?		X		
c) A substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?				X
d) A substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?		X		
e) For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?				X
f) For a Project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?				X

Discussion:

- a. **Would the project results in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

**Less Than Significant with Mitigation Incorporated.** Equipment used during these construction activities produce noise and vibration which have the potential to negatively impact the surrounding community. The PEIR noted potential impacts to noise levels due to construction activities/equipment.

The construction noise impacts associated with the BMP Project would be short-term in nature and limited to the period of time when construction activity is taking place. Generally,

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development for the BMP construction site will require the use of heavy construction equipment for activities such as site preparation, grading and excavation, and the physical development of the structural BMP. Development activities could also involve the use of smaller power tools, generators, and other sources of noise. During each stage of development for the structural BMP Project, there will be a different mix of equipment operating and noise levels would vary based on the amount and type of equipment in operation.

The structural BMP will result in an increase in construction-related noise levels, however with incorporation of mitigation measure NOISE-1, construction impacts will be less than significant.

**b. Would the project results in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?**

**Less Than Significant with Mitigation Incorporated.** The Project construction will create some groundborne vibrations as part of the construction. However, once the construction is complete all groundborne vibration or groundborne noise levels will cease.

**c. Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?**

**No Impact.** The Project will only temporarily cause an increase in noise levels during the construction phase, but will not be permanent.

**d. Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?**

**Less Than Significant with Mitigation Incorporated.** See discussion above in part a.

**e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

**No Impact.** The Project is not located in an area designated as a public airport land use.

**f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?**

**No Impact:** The proposed Project site is located approximately two miles away from Whiteman airport. The proposed project is outside of the two miles and therefore no further analysis is required.

**Mitigation Measures:**

**NOISE-1:** - All construction would be conducted in accordance with the applicable local noise regulations and standards, the implementation of noise reduction devices and techniques during construction activities, and advance notification to the surrounding noise-sensitive receptors of a structural BMP site about upcoming construction activities and their hours of operation. This would serve to reduce the construction-related noise levels at nearby receptors to the maximum extent feasible.

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### 3.13 Population and Housing

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Discussion:

- a. Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

**No Impact.** The proposed Project would involve implementation of a structural BMP that would infiltrate and treat stormwater runoff. The structural BMP would result in the improvement of existing stormwater infrastructure and stormwater quality, and would therefore not result in a direct or indirect increase in population or housing. The Project would be installed along the sidewalk, streets and in the park, and would not displace existing people or housing. The structural BMP is not a habitable structure and would not provide new homes or businesses. The construction work force anticipated to support implementation of the proposed Project would be drawn from the local Los Angeles region workforce and would not require housing. Therefore, there would be no cumulative impacts to population and housing. Further analysis of this issue is not necessary and no mitigation measure would be required.

- b. Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?**

**No Impact.** The Project will not displace existing housing.

- c. Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?**

**No Impact.** The Project will not displace people.

## City of San Fernando

California Environmental Quality Act  
Initial Study/ Mitigated Negative Declaration**3.14 Public Services**

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?		X		
Police protection?		X		
Schools?			X	
Parks?		X		
Other public facilities?			X	

Discussion:

- a. **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for Fire Protection, Police Protection, Schools, Parks, or other public facilities?**

**Fire Protection - Less Than Significant with Mitigation Incorporated.** The proposed Project will be installed to infiltrate stormwater runoff and treat existing water quality impairments and would not contribute to an increased need for fire protection or police protection services. The structural BMP is not habitable structure, would not be constructed with flammable materials, and would not require fire protection services. Because of the relative scale of the Project, the construction of the structural BMP is not expected to result in the increase of population, require additional police, fire, emergency services or result in construction of new schools.

Construction of the Project is taking place on the sidewalk, park and streets and within existing high-density urban areas and it could temporarily disrupt the fire services. With the incorporation of mitigation measure PS-1, the Project will have less than significant impacts.

**City of San Fernando****California Environmental Quality Act  
Initial Study/ Mitigated Negative Declaration**

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**Police Protection - Less Than Significant with Mitigation Incorporated.** Construction of the Project is taking place on the sidewalk, park and streets and within existing high-density urban areas and it could temporarily disrupt the police response services. With the incorporation of mitigation measure PS-1, the Project will have less than significant impacts.

**Schools - Less Than Significant Impact.** The Project is located near San Fernando Middle School. However, the Project will not have an incremental effect on the level of education services provided in the vicinity of the Project. Further analysis of this issue is not necessary. Less than significant impacts are anticipated.

**Park - Less Than Significant with Mitigation Incorporated.** The Project will be taking place at the San Fernando Regional Park. Once construction begins, the portion of the park with construction activities will not be available for public use. Advance coordination (mitigation measure PS-2) with Park Department will be provided which will help in moving the park play schedules normally proposed at the fields. This advance coordination will result in less than significant impact.

**Mitigation Measure:**

**PS-1:** - The City shall provide reasonable advance notification to service providers such as fire, police, and emergency medical services as well as to local businesses, homeowners, and other residents adjacent to and within areas potentially affected by the proposed Project about the nature, extent, and duration of construction activities. Interim updates should be provided to inform the public of the status of the construction activities.

**PS-2:** - Work with City Parks Department to provide advance coordination to schedule play field services.



## City of San Fernando

California Environmental Quality Act  
Initial Study/ Mitigated Negative Declaration**3.15 Recreation**

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		X		
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

Discussion:

- a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

**Less Than Significant with Mitigation Incorporated.** This is an infiltration project taking place directly at the City's Regional Park. During the construction of the Project, certain parts of the park and recreational facilities would temporarily be removed from service. The soccer and baseball fields, bike lanes and other linear recreational resources may also be affected by construction activities. Therefore, the construction of the BMP could temporarily limit the usage of the park, thereby potentially temporarily increasing the use at adjacent parks. Such temporary limits on access to parks and recreational resources may create increased demand on other parks and recreational resources within the Project area. However with incorporation of mitigation measure PS-2, this impacts will be less than significant. No further studies are required.

- b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

**No Impact.** The project does not include expanding the park and is not expected to have adversely physical effects on the environment.

**Mitigation Measure:**

**PS-2:** - Work with City Parks Department to provide advance coordination to schedule play field services.

**City of San Fernando**California Environmental Quality Act  
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Would the Project:

<b>Environmental Issue</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?		X		
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?		X		
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e) Result in inadequate emergency access?		X		
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			X	

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## Discussion:

- a. **Would the project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**

**Less Than Significant Impact With Mitigation Incorporated.** Implementation of the proposed Project would involve the installation of structural control measure that would be constructed as a BMP to reduce the impact of stormwater and non-stormwater on receiving water quality within the drainage area. The construction activities for the proposed Project would require ground disturbance (e.g., site preparation and grading), and construction of the structural control measure. The PEIR identifies potential impacts to transportation and traffic due to construction activities of the Project. Impacts include an increase in construction-related traffic levels, which would temporarily increase the levels of congestion on the roadway where the construction project would occur. Vehicle trips would be generated by construction workers commuting to and from the work site, by trucks hauling materials and equipment to and from the site, in addition to all other commuters driving through the Project Area. Construction equipment would be delivered to and removed from the site as needs for the equipment arises. The construction traffic impacts associated with the Project would be short-term in nature and limited to the period of time when construction activity is occurring. The project construction will possibly require reduction of travel lanes and will require space for the construction and construction vehicles and materials placement. The primary off-site impacts resulting from the movement of construction trucks would include a short-term and intermittent lessening of roadway capacities due to the slower movements and larger turning radii of the trucks compared to passenger vehicles, in addition to potentially temporary reduction and closures of traffic lanes.

Once the Project is completed, no impacts to traffic would result. Further studies are required to evaluate the impacts during construction.

Mitigation Measures TRAF-1 – Implement traffic mitigation plans that may not necessarily be limited to, the following:

- Develop circulation and detour plans to minimize impacts to local street circulation. Use haul routes minimizing truck traffic on local roadways to the extent possible.
- To the extent feasible, and as needed to avoid adverse impacts on traffic flow, schedule truck trips outside of peak morning and evening commute hours.
- Coordinate with facility owners or administrators as police and fire stations, hospitals, and schools. Provide advance notification to the facility owner or operator of the timing, location, and duration of construction activities

**City of San Fernando**California Environmental Quality Act  
Initial Study/ Mitigated Negative Declaration

- b. Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?**

**No Impact.** The Project will not conflict with an applicable congestion management program.

- c. Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?**

**Less Than Significant Impact With Mitigation Incorporated.** See discussion in part a.

- d. Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

**No Impact.** The Project will not substantially increase hazards due to a design feature.

- e. Would the project result in inadequate emergency access?**

**Less Than Significant Impact With Mitigation Incorporated.** The project would not result in inadequate emergency access. The project does not anticipate closing any streets or intersections that may impact emergency access to the area. There are alternative routes that can be taken during any street closures. The Contractor will be required to coordinate with facility owners or administrators as police and fire stations, hospitals, and schools. Provide advance notification to the facility owner or operator of the timing, location, and duration of construction activities.

- f. Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?**

**Less Than Significant Impact.** The Project will not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. There are currently no bike lanes along the Project area on Park Ave and First Street.

## City of San Fernando

California Environmental Quality Act  
Initial Study/ Mitigated Negative Declaration**3.17 Tribal and Cultural Resources**

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a ) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or			X	
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

Discussion:

- a. **Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**

- i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)**

**Less Than Significant Impact.** The Old Rock Scout House (Property Number 97862) is a historic property listed on the CHRI located over 40 feet southeast of the subsurface storage system. The CHRI indicates that the structure was built in 1925 and has been listed as an individual property determined eligible for the NRHP by a consensus through the Section 106 process and listed on the CRHR. However, a check of the CRHR revealed that the Old Rock



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Scout House is not listed. No previous site records or reports were identified at the SCCIC that document the property or verify that the property has been determined eligible for the NRHP/CRHR. The Old Rock Scout House was re-identified during the pedestrian survey and DPR 523 site forms were prepared. The Project will not impact this resource and the impact to historic resources will be less than significant.

**ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.**

**Less Than Significant Impact with Mitigation Incorporated.** This Project will be implemented in a park, and in a public street in a highly urbanized area. The Project is not anticipated to cause adverse change in the significance of a tribal cultural resource. Cogstone archaeologist completed an intensive pedestrian survey of the entire Project area on November 15, 2018. Identification efforts included a review of existing literature and historic maps of the Project Area and vicinity, a CHRIS records search conducted at the SCCIC, and an intensive pedestrian survey. The sensitivity for subsurface archaeological resources within the area of the diversion pipeline is considered low due to the degree of previous disturbances from the construction of the existing roadways. The sensitivity for subsurface archaeological resources within the area of the subsurface storage system is considered to be moderate due to the local ethnographic settlement and subsistence patterns, the prehistory and history of the area, the proximity of Pacoima Wash, and excavation depths of 30 feet which will extend into native soils.

If at any time during excavation/construction of the site, archaeological/cultural resources, or any artifacts or other objects which reasonably appears to be evidence of cultural or archaeological resource are discovered, all further excavation or other disturbance of the affected area to immediately cease. A fully qualified specialist shall inspect the site, to assess the significance of the find. Upon determining that the discovery is not an archaeological/ cultural resource, the work can be resumed. Upon determining that the discovery is an archaeological/cultural resource, no further excavation or development shall take place until a mitigation plan or other corrective measures have been prepared and approved. With incorporation of mitigation measure CUL-1, this impact will be less than significant.

**Mitigation Measure:**

**CUL-1** - During excavation/construction of the site, archaeological/cultural resources, or any artifacts or other objects which reasonably appears to be evidence of cultural or archaeological resource are discovered, all further excavation or other disturbance of the affected area to immediately cease. A fully qualified specialist shall inspect the site, to assess the significance of the find. Upon determining that the discovery is not an archaeological/ cultural resource, the work can be resumed. Upon determining that the discovery is an archaeological/cultural resource, no further excavation or development shall take place until a mitigation plan or other corrective measures have been prepared and approved.

## City of San Fernando

California Environmental Quality Act  
Initial Study/ Mitigated Negative Declaration**3.18 Mandatory Findings of Significance**

Would the Project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects)?				X
c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X

Discussion:

- a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

**No Impact.** Implementation of the proposed Project would not substantially degrade the quality of the environment, reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. Further analysis of this issue is not necessary and no mitigation measures would be required.

**City of San Fernando**California Environmental Quality Act  
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- b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?**

**No Impact.** The proposed Project does not have impacts which are individually limited, but cumulatively considerable. Further analysis of this issue is not necessary and no mitigation measures would be required.

- c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?**

**No Impact.** The proposed Project does not have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly. Further analysis of this issue is not necessary and no mitigation measures would be required.

This Project will be implemented in a public and highly urbanized area and therefore it is not anticipated to affect the quality of the environment, habitat, fish, wildlife, and plant populations.

**City of San Fernando**California Environmental Quality Act  
Initial Study/ Mitigated Negative Declaration

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## 4. References

California Department of Conservation. California Important Farmland Finder.

<https://maps.conservation.ca.gov/dlrp/ciff/>

California Department of Transportation. California Scenic Highway Mapping System.

[http://www.dot.ca.gov/hq/LandArch/16\\_livability/scenic\\_highways/index.htm](http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/index.htm)

California Air Resources Board.

<https://www.arb.ca.gov/desig/adm/adm.htm>

City of San Fernando, Land Use Element

[http://ci.san-fernando.ca.us/wp-content/uploads/2018/01/171220\\_SFCSP\\_GP\\_Amend\\_Land\\_Use\\_FINAL.pdf](http://ci.san-fernando.ca.us/wp-content/uploads/2018/01/171220_SFCSP_GP_Amend_Land_Use_FINAL.pdf)

Cogstone Resources Management, Inc., 2018 "Cultural and Paleontological Resources Assessment for the San Fernando Regional Park Infiltration Project, City of San Fernando, Los Angeles County, California"

County of Los Angeles Department of Public Works (LACDPW). Los Angeles County Flood Control District Enhanced Watershed Management Programs, Program Environmental Impact Report, January, 2015

San Fernando Zoning, Planning Division., 2016

<http://ci.san-fernando.ca.us/wp-content/uploads/2016/02/Zoning-Map.pdf>

United States Fish and Wildlife Service. National Wetlands Inventory. Wetlands Mapper.

<https://www.fws.gov/wetlands/Data/Mapper.html>





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

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

**Date:** June 17, 2019

**Subject:** Parking Enforcement Update

### RECOMMENDATION:

It is recommended that the City Council receive and file this report.

### BACKGROUND:

1. It is important to provide the City Council and the community with annual parking enforcement statistics to ensure they are informed of the Police Department's efforts to enforce parking related issues, as well as the development of a parking master plan for the City.
2. This presentation is intended to provide the parking violation trend analysis of Seven Top Parking Violations that were committed in the City of San Fernando between January and March, 2019.

### ANALYSIS:

The Police Department traditionally provides an Annual Parking Enforcement Update to the City Council and the public. Since the City Council has made parking a priority, the Department is providing the first quarter analysis (January 2019 through March 2019) of seven top parking violations, which includes street sweeping violation, red zone violation, expired parking meter violation, expired vehicle registration violation, fire hydrant violation, parking/stopping on sidewalk violation and no residential permit or improper use of the parking permit.

This presentation will also demonstrate how the parking enforcement program has improved with two full-time and two part-time Community Service Officers (CSO) verses four part-time CSOs, from July 1, 2018 to March 31, 2019.

**Parking Enforcement Update**Page 2 of 2

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**BUDGET IMPACT:**

There is no budget impact associated with receiving and filing the Annual Parking Enforcement Update. Staff time involved in preparing the report is included in the Police Department's work plan for the Fiscal Year 2018-2019.

**ATTACHMENT:**

A. Presentation




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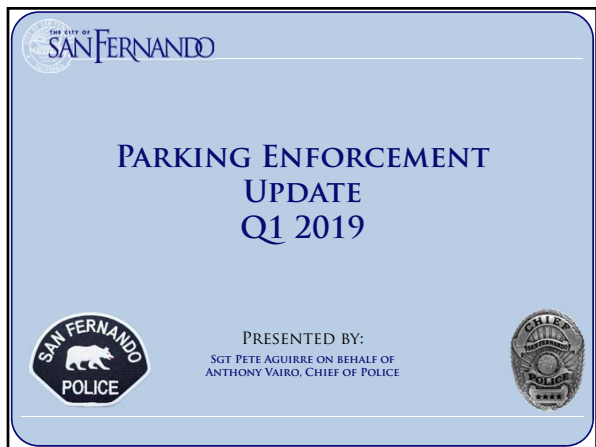
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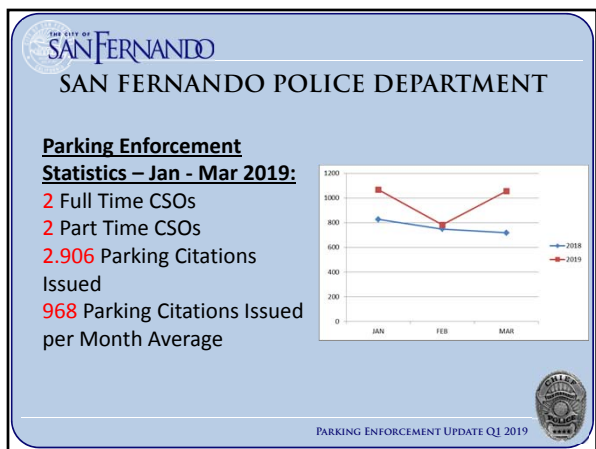
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**SAN FERNANDO**

**SAN FERNANDO POLICE DEPARTMENT**

**TOP 7 PARKING VIOLATIONS BY TYPE – Q1 2019**

- 90-218 SFCC – PARKING PROHIBITED (SWEEPER) **1,430 Violations**
- 90-285 SFCC – EXPIRED PARKING METER: **307 Violations**
- 90-210(a)(1) SFCC – RED ZONE VIOLATION: **195 Violations**
- 22500(f) VC – PARKING/STOPPING ON SIDEWALK: **141 Violations**
- 22514 VC – PARKING WITHIN 15' OF HYDRANT: **113 Violations**
- 90-245 SFCC – NO RES PERMIT OR IMPROPER USE: **98 Violations**
- 4000(a)(1) VC – EXPIRED REGISTRATION: **95 Violations**



PARKING ENFORCEMENT UPDATE Q1 2019

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**90-218 SFCC: Sweeper Violation**



Month	Violations
JAN	180
FEB	140
MAR	150



PARKING ENFORCEMENT UPDATE Q1 2019

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**90-285 SFCC: Expired Parking Meters**



Month	Violations
JAN	75
FEB	70
MAR	100



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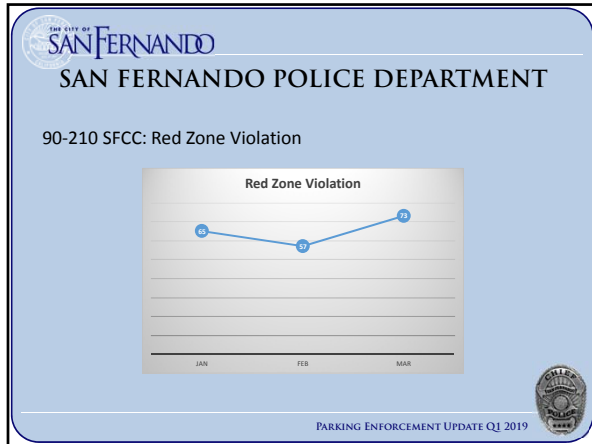
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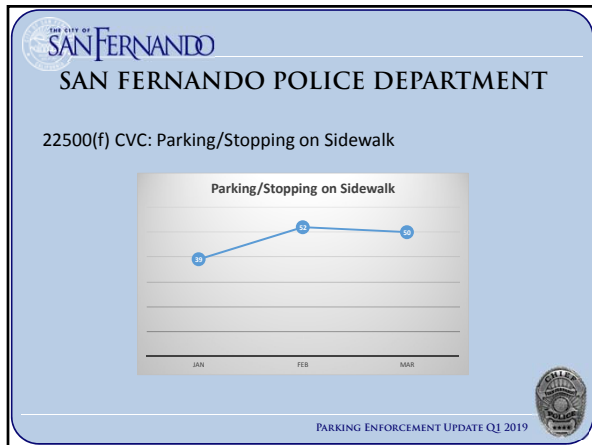
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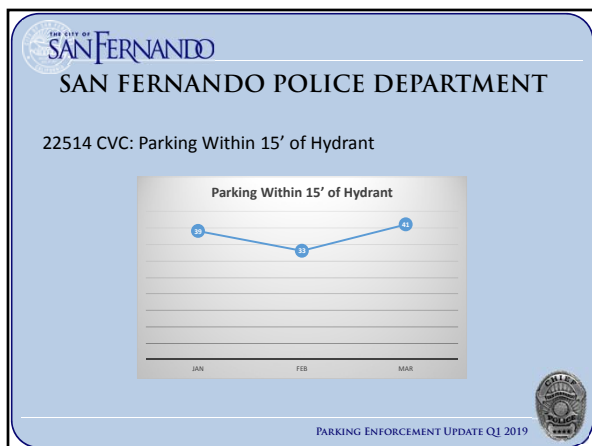
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**SAN FERNANDO POLICE DEPARTMENT**

**COMPARISONS AND PROJECTIONS**

- **Q1 2018:** 2,466 Total Citations
- **Q1 2019:** 2,906 Total Citations (+440 Total, +150/mo)
- **Q1 2018** Revenue: \$106,518
- **Q1 2019** Revenue: \$179,704 (+\$73,185)
- **2018** Total Revenue: \$426,073
- **2019** Projected Revenue: \$718,816 (+\$292,743)

PARKING ENFORCEMENT UPDATE Q1 2019

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**SAN FERNANDO POLICE DEPARTMENT**

Questions?

PARKING ENFORCEMENT UPDATE Q1 2019

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Councilmember Robert C. Gonzales

**Date:** June 17, 2019

**Subject:** Consideration of a Letter in Opposition of the Proposed Rule, Pertaining to Section 214 of the Housing and Community Development Act of 1980, by the Department of Housing and Urban Development

### RECOMMENDATION:

I have placed this on the agenda for City Council discussion and recommend that the City send a letter in opposition of the proposed rule by the Department of Housing and Urban Development.

### BACKGROUND:

I have asked that this item be agendized for City Council consideration.

### BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

### ATTACHMENTS:

- A. Letter from Members of Congress to US Dept of HUD Secretary
- B. Letter from HACLA to Congress Members/Senators

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**COMMITTEE ON ENERGY AND COMMERCE**

SUBCOMMITTEES:

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ENVIRONMENT AND CLIMATE CHANGE  
ENERGY

**COMMITTEE ON HOMELAND SECURITY**

SUBCOMMITTEES:

TRANSPORTATION AND MARITIME SECURITY  
OVERSIGHT, MANAGEMENT AND ACCOUNTABILITY

**CONGRESSIONAL HISPANIC CAUCUS**

2ND VICE CHAIR

**PORTS CAUCUS**



# Congress of the United States

House of Representatives

Washington, DC 20515

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8650 CALIFORNIA AVENUE  
SOUTH GATE, CA 90280

May 15, 2019

The Honorable Ben Carson  
Secretary  
U.S. Department of Housing and Urban Development  
451 7<sup>th</sup> Street S.W.  
Washington, DC 20410-0001

Dear Secretary Carson:

We write to demand that the Department of Housing and Urban Development (HUD) withdraw its proposed rule regarding Section 214 of the Housing and Community Development Act of 1980 (Section 214). The Administration's approach to this proposed rulemaking runs counter to the goals of providing housing assistance to the most vulnerable Americans. In fact, this proposed rule could lead to family separations and exacerbate homelessness in Los Angeles and the greater region.

Under the proposed rule, every member of a household receiving housing assistance would need to be a U.S. citizen or fall under an eligible category of noncitizen in the United States.<sup>1</sup> Under the current rule, housing benefits are prorated so that only those family members who are lawfully present and eligible for those benefits actually receive them.<sup>2</sup> This proposed rule could put U.S. citizen children at risk of homelessness if their parents are undocumented or ineligible noncitizens. The proposal could also result in family separation if eligible family members in mixed status households want to continue receiving benefits.

The Housing Authority of the City of Los Angeles (HACLA) is one of the nation's largest public housing authorities, and provides the largest supply of quality, affordable housing to residents of the City of Los Angeles. As such, HACLA would be uniquely affected by this rulemaking, and has already begun to investigate the impact that the HUD proposed rule would have on the City of Los Angeles, as well as other communities in Los Angeles County.

<sup>1</sup> 42 U.S.C. 1436a(a)

<sup>2</sup> 24 CFR Sec. 5.520, 42 U.S.C. 1436a(c)(1)(A)

An estimated 22% of all HACLA-assisted households, and 31% of the total population in HACLA's public housing programs, will be negatively impacted by the proposed rule. Further, with nearly one in three public housing residents impacted by the rule, the economic consequences for HACLA will be immense. Including public housing and Section 8 housing, this rule could displace 2,587 households, totaling an estimated 11,600 individuals.<sup>3</sup> This could have devastating effects on many Los Angeles communities. Removing this population from the HACLA housing system without a plan to relocate them could heighten the Los Angeles region's existing homelessness crisis.

The collateral damage of this policy on U.S. citizen children is unconscionable. Your own Department's analysis of the proposed rule offers that there are "less costly alternatives that would achieve a similar objective to this proposed rule."<sup>4</sup> We disagree with the spirit of the proposed rule. Not only would this proposal significantly increase costs under an Administration that has continually proposed cuts to housing programs, but it is also an indication that your approach lacks the fundamental compassion that our government should employ when making decisions of this magnitude.

We demand you withdraw this proposed rule. This policy proposal threatens to increase costs, decrease HUD's ability to maximize the families it serves with quality homes, force U.S. citizen children into homelessness, and separate families.

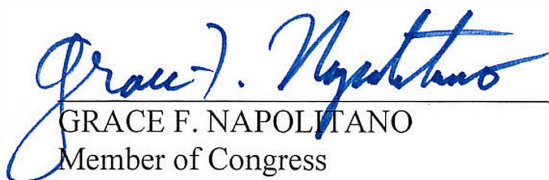
Sincerely,



NANETTE DIAZ BARRAGAN  
Member of Congress



MAXINE WATERS  
Member of Congress



GRACE F. NAPOLITANO  
Member of Congress



LUCILLE ROYBAL-ALLARD  
Member of Congress



TED W. LIEU  
Member of Congress



LINDA T. SANCHEZ  
Member of Congress



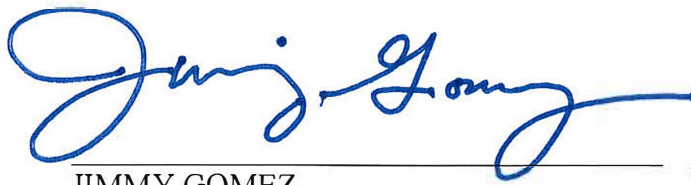
YVETTE D. CLARKE  
Member of Congress



KATIE HILL  
Member of Congress

<sup>3</sup> HACLA Data, Provided on May 8, 2019

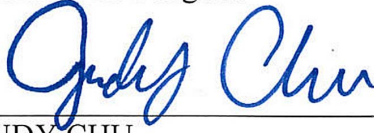
<sup>4</sup> Regulatory Impact Analysis, Housing Community Development Act of 1980: Verification of Eligible Status, Proposed Rule Docket No. FR-6124-P-01, retrieved at <https://www.regulations.gov/document?D=HUD-2019-0044-0002>



JIMMY GOMEZ  
Member of Congress



NORMA J. TORRES  
Member of Congress



JUDY CHU  
Member of Congress



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## ATTACHMENT "B"

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES****AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER**2600 Wilshire Boulevard • Los Angeles, California 90057 • (213) 252-2500  
TTY (213) 252-5313

May 13, 2019

**PRESIDENT AND CEO  
DOUGLAS GUTHRIE****TRANSMITTED VIA EMAIL**The Honorable Congresswoman Maxine Waters  
2221 Rayburn House Office Building  
Washington, DC 20515The Honorable Congresswoman Lucille Roybal-Allard  
2083 Rayburn House Office Building  
Washington, DC 20515The Honorable Congresswoman Karen Bass  
2059 Rayburn House Office Building Washington,  
DC 20515The Honorable Congressman Tony Cardenas  
2438 Rayburn House Office Building  
Washington, DC 20515The Honorable Congresswoman Nanette Diaz Barragan  
1030 Longworth House Office Building  
Washington, DC 20515The Honorable Senator Dianne Feinstein  
331 Hart Senate Office Building  
Washington, DC 20510The Honorable Congressman Jimmy Gomez  
1530 Longworth House Office Building  
Washington, DC 20515The Honorable Senator Kamala D. Harris  
112 Hart Senate Office Building  
Washington, DC 20510

Dear Congressmembers/Senators:

I am writing to request that the proposed rule to U.S. Department of Housing and Urban Development's ("HUD") regulations implementing section 214 of the Housing and Community Development Act of 1980 be withdrawn. The proposed rule requires verification of the eligible immigration status of all recipients of assistance below the age of 62 who are under a covered program. The proposed rule also specifies that individuals who are not in eligible immigration status may not serve as the leaseholder, even as part of a mixed family whose assistance is prorated based on the percentage of members with eligible status. Third, a household would not receive housing assistance unless every member of the housing unit has eligible immigration status. These proposed rule changes to our public housing and Section 8 programs pose a devastating threat to the housing status of our most vulnerable residents and their families.

In conventional public housing, 6,546 household members or 31 percent of all residents of public housing in the City of Los Angeles live in mixed status households and face the strong likelihood of losing their housing. In our Section 8 Housing Choice Voucher program 3,971 household members face the same probability. Another 1,000 plus residents in project based rental assistance developments in Los Angeles administered by HACLA are also impacted. The net effect of the proposed rule, then, is to throw over 11,000 of our neediest residents out of their homes and, more than likely, onto the street. The vast majority of these residents are children who are US citizens living in a household with at least one adult that is not documented. All of these households have been abiding by current HUD rules that have been in effect for twenty five years.

This proposed rule not only creates profound difficulties for those individuals and families directly affected but also for HACLA as an affordable housing provider.

These difficulties are many and varied but I will cite the three most obvious. First, the rule changes impose huge adverse financial consequences for HACLA's public housing sites where nearly one third of all public housing occupants would be at risk of potential eviction. The cost of lost rent, tenant turnover, likely evictions that would be challenged in court, and rehabilitation of units to prepare for new residents would be millions of dollars in added costs that would not be funded. Second, it promises the severe dislocation of entire communities as well as exacerbating the already chronic homeless situation in the City of Los Angeles. And third, it significantly increases our administrative costs by requiring HACLA and private property owners to collect additional documents verifying the citizenship of assisted residents.

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Yet, the proposed rule changes run directly counter to this mission by inflicting fear, stress and harm on our most vulnerable populations. These proposed rule changes are unnecessary, untimely and mean spirited. Accordingly, HACLA unreservedly rejects the changes in the proposed rule and urges HUD to withdraw them from consideration.

Sincerely,



Douglas Guthrie  
President and CEO

Cc: Honorable Eric Garcetti, Mayor  
Honorable Herb Wesson, President City Council  
Honorable Councilmember Mike Bonin  
Honorable Councilmember Jose Huizar  
Honorable Councilmember Joe Buscaino  
Honorable Councilmember Curren D. Price, Jr.  
Honorable Councilmember Gilbert Cedillo  
Honorable Councilmember Monica Rodriguez  
Honorable Supervisor Janice Hahn  
Honorable Supervisor Mark Ridley-Thomas  
HACLA Commissioner Ben Besley