



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
AUGUST 19, 2019 – 6:00 PM
CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

PRESENTATIONS

- a) CANNABIS EXPUNGEMENT CLINIC REPORT
Jonatan Cvetko, Executive Director with Angeles Emeralds

DECORUM AND ORDER

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

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PUBLIC STATEMENTS – WRITTEN/ORAL

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

CITY COUNCIL - LIAISON UPDATES**CONSENT CALENDAR**

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

1) REQUEST TO APPROVE MINUTES OF:

- a. JUNE 6, 2016 – REGULAR MEETING**
- b. NOVEMBER 19, 2018 – REGULAR MEETING**

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 19-082 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.

4) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS FOR USE OF LAS PALMAS PARK FACILITIES

Recommend that the City Council:

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- a. Authorize the City Manager to approve the Non-Exclusive License Agreement (Contract No. 1926) with Fernandeno Tataviam Band of Mission Indians to use Las Palmas Park Facilities; and
- b. Waive all related Facility Use Fees as part of the City's in-kind match requirement for the Youth Reinvestment Grant Program.

ADMINISTRATIVE REPORTS**5) PRESENTATION ON THE CITY'S FIXED-ROUTE TROLLEY AND PARATRANSIT PROGRAMS FROM THE CONTRACTED OPERATOR**

Recommend that the City Council:

- a. Receive and file a presentation on the City's fixed-route Trolley and Paratransit programs from the contracted operator, Parking Company of America; and
- b. Provide direction to staff, as appropriate.

6) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH WEST COAST ARBORISTS, INC. FOR CITY-WIDE TREE MAINTENANCE SERVICES

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1927) with West Coast Arborists, Inc. for city-wide tree maintenance services for a term of three years with two one-year options in an amount not-to-exceed the annual fiscal year budget appropriation; and
- b. Authorize the City Manager to execute the contract.

7) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE PROPERTY TAX RATE REQUIRED TO MEET THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2019-2020

Recommend that the City Council adopt Resolution No. 7946 establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System; fixing the property tax rate for Fiscal Year 2019-2020 at \$0.212129 per \$100 of assessed valuation; and levying that tax rate upon all taxable property in the City.

8) CONSIDERATION TO REPLACE THE UPPER LOS ANGELES RIVER AND TRIBUTARIES (ULART) WORKING GROUP MEMBER AND ADOPT A RESOLUTION APPOINTING THE CITY'S

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REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA) GOVERNING BOARD

Recommend that the City Council:

- a. Appoint City Manager Nick Kimball as the Primary Representative, re-affirming Councilmember Hector Pacheco as the Alternate Representative on the ULART Working Group; and
- b. Adopt Resolution No. 7945 appointing City Manager Nick Kimball as the Primary Representative, appointing Deputy City Manager/Director of Community Development Tim Hou as the Alternate Representative, and re-affirming Personnel Manager Michael Okafor as the Substitute Alternate representative on the ICRMA Governing Board.

9) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE CIVILIANS' ASSOCIATION (SFPCA) AND ADOPT A RESOLUTION APPROVING NEW CLASSIFICATION SPECIFICATIONS FOR UNIT REPRESENTED POSITIONS

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 1928) between the City of San Fernando and the SFPCA for a three-year term (July 1, 2018 through June 30, 2021);
- b. Adopt Resolution No. 7947 approving new classification specifications for positions represented by SFPCA; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

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) 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: August 15, 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). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JUNE 6, 2016 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales called the meeting to order at 6:03 p.m.

Present:

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

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer Jose Figueroa

APPROVAL OF AGENDA

Both Councilmembers Ballin and Soto pulled Item No. 6 and suggested that this item be discussed at a special meeting. Councilmember Ballin also asked that Item No. 11 be moved up on the agenda.

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

PRESENTATION

The following presentations were made:

- a) TRIBUTE TO OUR TROOPS
- b) RECOGNITION OF PUBLIC WORKS WEEK - AFTER SCHOOL PROGRAM ART CONTEST WINNERS

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- c) INTRODUCTION OF 2016 EDUCATION COMMISSION PROGRAM SCHOLARSHIP RECIPIENTS
- d) INTRODUCTION OF NEW POLICE SERGEANT AND NEW POLICE OFFICER
- e) SAN FERNANDO PACOIMA WASH BIKEWAY AND PEDESTRIAN TRAIL

PUBLIC STATEMENTS – WRITTEN/ORAL

Liana Stepanyan, new manager at the San Fernando Library, provided information regarding upcoming activities.

Matt Moor, San Fernando Middle School, reported that some of the street lights (at Brand Blvd., and Third St.) are not working and hopes they get repaired soon.

Mary Mendoza asked when is the Neighborhood Watch program going to be implemented and the website launched? She said that she did not receive the April City Newsletter and asked Council not to make major decisions today on the City budget.

David Bernal said he's glad Item No. 14 is on the agenda, talked about his concerns regarding the upcoming ballot measure, and about the Pacoima Wash.

CONSENT CALENDAR

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF MAY 16, 2016 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE FISCAL YEAR (FY) 2016-2017 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT (LLAD) – APPROVAL OF ENGINEER'S REPORT AND SETTING THE DATE FOR THE PUBLIC HEARING
- 4) CONSIDERATION TO APPROVE A SIDE LETTER OF AGREEMENT TO THE EXISTING MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION AND ADOPT A RESOLUTION IMPLEMENTING THE EMPLOYER PAID MEMBER CONTRIBUTION PROVISION

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – June 6, 2016****Page 3****ADMINISTRATIVE REPORTS**

The following item was moved up on the agenda under Approval of Agenda.

11) ALLOCATION AND DISTRIBUTION OF INDEPENDENT CITIES FINANCE AUTHORITY'S COMMUNITY OUTREACH PROGRAM FUNDS

Councilmember Ballin reported that the Independent Cities Finance Authority provides eligible Board Members an annual allocation and there is currently \$7,500 (FY 2014-2015) and, on July 1st, there will be another \$7,500 (FY 2015-2016). She is recommending the following distribution of funds:

- a. \$7,500 (FY 2014-2015) to the Education Commission for scholarships (Commission to determine the criteria); and
- b. \$7,500 (FY 2015-2016) to the Recreation and Community Services for a special needs program (to be developed by staff).

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to approve Councilmember Ballin's recommendations. By consensus, the motion carried.

5) UPDATE ON CALIFORNIA SENATE BILL 415 (VOTER PARTICIPATION) AND REQUEST FROM CITY COUNCIL REGARDING PROSPECTIVE ELECTION CYCLE

City Clerk Chavez presented the staff report and a brief discussion ensued amongst Councilmembers.

By consensus, Council agreed to direct staff to report back with a resolution for a plan to consolidate with the statewide general election cycle no later than the November 8, 2022 statewide election (with a reserved option to consolidate with the 2020 statewide election).

6) FISCAL YEAR (FY) 2016-2017 BUDGET STUDY SESSION NO. 2

Item was removed under Approval of Agenda (to be discussed at a future date at a Special Meeting).

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

Deputy City Manager/Public Works Director Chris Marcarello presented the staff report. He, City Attorney Olivarez, and James Pledger (Republic Services General Manager) replied to various questions from Councilmembers.

Motion by Councilmember Lopez, seconded by Councilmember Ballin, to adopt Resolution No. 7738 declaring the City Council's intention to place liens on real property for non-payment of

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residential solid waste collection services billings and setting the date for the Public Hearing on July 18, 2016. The motion carried with the following vote:

AYES: Soto, Lopez, Ballin, Fajardo, Gonzales – 5
NOES: None
ABSENT: None

8) REPORT FROM AD HOC MEMBERS REGARDING CITY COMMISSIONS, COMMITTEES, AND BOARDS

Mayor Gonzales presented the staff report and reviewed the recommendations made by the Ad Hoc committee (Gonzales and Ballin).

Discussion ensued and Councilmembers each provided input.

Motion by Vice Mayor Fajardo to:

- a. Approve the Ad Hoc committee's recommendations;
- b. Citizenship requirement to be consistent with the City's internship program policy;
- c. Veteran affairs to be part of the description/function (but not the title) of the Parks, Wellness, and Recreation Commission; and
- d. Human relations to be part of the description/function (but not the title) of the Education Commission).

There being no second, the motion failed.

Motion by Vice Mayor Fajardo to:

- a. Approve the Ad Hoc committee's recommendations; and
- b. Citizenship requirement to be consistent with City's internship program policy.

There being no second, the motion failed.

Motion by Councilmember Lopez, seconded by Councilmember Ballin, to approve the Ad Hoc committee's *recommendations. The motion carried with the following vote:

AYES: Lopez, Ballin, Gonzales – 3
NOES: Fajardo – 1
ABSTAIN: Soto – 1

**Note: Recommendations (two pages) are attached to these minutes.*

9) UPDATE REGARDING THE FIVE-YEAR CRIME TREND ANALYSIS OF THE SEVEN MAJOR OFFENSES COMMITTED IN THE CITY

Police Chief Anthony Vairo presented the staff report and replied to various questions from Councilmembers.

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By consensus, Councilmembers concurred to receive and file the report.

10) PRESENTATION REGARDING GOVERNOR BROWN'S PUBLIC SAFETY AND REHABILITATION ACT OF 2016

Police Chief Vairo presented the staff report and replied to various questions from Councilmembers.

By consensus, Councilmembers concurred to receive and file the report; staff to pursue further follow up regarding compliance.

12) DISCUSSION REGARDING UPCOMING COMMUNITY EVENTS AND POSSIBLE CITY CO-SPONSORSHIP

Vice Mayor Fajardo and Recreation and Recreation and Community Services Director Ismael Aguila provided information regarding the three upcoming community events and discussion ensued amongst Councilmembers. Both Vice Mayor Fajardo and Recreation and Recreation and Community Services Director Aguila replied to questions.

Motion by Vice Mayor Fajardo, seconded by Mayor Gonzales, regarding:

- a. Expediente Rojo Project – Allow use of the City Seal and a small waiver for copying costs for flyers;
- b. Indigenous Peoples Day – Staff to reexamine once a more complete proposal is provided by the Tataviam Tribe; and
- c. Vallarta Supermarkets – Staff to move forward and try to bring forth a proposal for an event (possibly combine with the Chili Festival) sometime in October.

The motion carried with the following vote:

AYES:	Soto, Lopez, Ballin, Fajardo, Gonzales – 5
NOES:	None
ABSTAIN:	None

13) CONSIDERATION OF A LETTER TO LOS ANGELES COUNTY SUPERVISOR SHEILA KUEHL OUTLINING THE CITY'S CONCERNS REGARDING THE PROPOSED LOS ANGELES COUNTY PARK TAX

City Manager Saeki presented the staff report and replied to various questions from Councilmembers.

Motion by Vice Mayor Fajardo, seconded by Councilmember Soto, to authorize the distribution of a letter to Los Angeles County Supervisor Sheila Kuehl regarding the City's concerns with the proposed Los Angeles County Park Tax. The motion carried with the following vote:

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AYES: Soto, Lopez, Ballin, Fajardo, Gonzales – 5
NOES: None
ABSTAIN: None

14) CONSIDERATION OF A LETTER OPPOSING THE GOVERNOR’S BY-RIGHT AFFORDABLE HOUSING DEVELOPMENT PROPOSAL

Community Development Director Fred Ramirez presented the staff report and discussion ensued amongst Councilmembers.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, that staff redraft a letter that shortens the mention of the transit oriented development overlay (i.e., does not place it in a light that it will be passed, or inference that it is a positive thing) and includes language that Council does not support overdevelopment in cities (such as San Fernando) that have already provided abundant affordable housing whereas other communities have not (staff may improve upon the language). By consensus, the motion carried.

COMMITTEE/COMMISSION LIAISON UPDATES

Vice Mayor Fajardo gave a brief update regarding the San Fernando Council of Governments meeting.

GENERAL COUNCIL COMMENTS

Councilmember Soto talked about taxes (allowing flexibility) and asked that the meeting close in memory of Muhammad Ali.

Councilmember Ballin said she was grateful that that firemen visited the Veterans of Foreign Wars building, thanked those who attended the Education Commission Scholarship Ceremony, and asked to close the meeting also in memory of Mrs. Cesar Chávez.

Regarding Item No. 7, Vice Mayor Fajardo suggested perhaps allowing an extra day and that staff consider sending notices to account holders as well.

Mayor Gonzales brought up the fireworks issue and suggested placing information on social media regarding how do people report illegal fireworks.

STAFF COMMUNICATION

City Clerk Chávez reported that staff had an extra San Fernando City flag that was given to the Police Explorers at their banquet by Mayor Gonzales, reminded everyone to vote tomorrow, and reported that the Education Commission established their regular meeting day/time.

SAN FERNANDO CITY COUNCIL**MINUTES – June 6, 2016****Page 7****ADJOURNMENT (10:46 P.M.)**

Motion by Mayor Gonzales, seconded by Councilmember Soto, to adjourn the meeting in memory of Muhammad Ali and Helen Chávez. By consensus, the motion carried.

Note: These minutes include a two-page attachment pertaining to Item No. 8

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 6, 2016, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

SAN FERNANDO CITY COUNCIL**MINUTES – June 6, 2016****Page 8****8) REPORT FROM AD HOC MEMBERS REGARDING CITY COMMISSIONS, COMMITTEES, AND BOARDS****Ad Hoc Committee's Recommendations:**

<u>Cultural Arts</u>	Combine with the Parks, Wellness, and Recreation Commission.
<u>Disaster Council</u>	No changes.
<u>Education</u>	<ol style="list-style-type: none"> 1. Hold regular monthly meetings (no longer quarterly). 2. City Clerk Department is the liaison.
<u>Parks, Wellness, and Recreation</u>	<ol style="list-style-type: none"> 1. Commission may appoint two cultural arts liaison members: <ol style="list-style-type: none"> a) Appointment will be via an application process (application to be created/approved by the PWR Commission). b) City residency is not required. c) Liaison members do not have voting rights. d) May sit at dais with commissioners to provide valuable input. e) May add agenda items. f) Will not receive a stipend.
<u>Planning and Preservation</u>	<ol style="list-style-type: none"> 1. Combine with the Tree Commission. 2. Elements from the Tree Commission (i.e., street tree master planning and oak tree preservation) to be consolidated with the Planning and Preservation Commission.
<u>Safety Committee</u>	Disband. If a safety concern needs to be addressed, Department Heads may request to agendize the item before the City Council or the Disaster Council for review and/or consideration.
<u>Transportation and Safety</u>	No changes.
<u>Tree</u>	<ol style="list-style-type: none"> 1. Eliminate. 2. Elements from the Tree Commission (i.e., street tree master planning and oak tree preservation) could be consolidated with the Planning and Preservation Commission. 3. City arborist to be paid "as needed".
Additional Recommendations:	
<u>All Commissions</u>	<ol style="list-style-type: none"> 1. All commissioners must be a registered voter of the City. 2. To be considered, applicants must submit an Application to Serve on a City commission (attached to agenda report). 3. Absence from three consecutive regular meetings by a member shall be deemed the retirement of the member and his/her office will become vacant.
<u>Regular Updates</u>	<ol style="list-style-type: none"> 1. Commission Chairs are encouraged to provide quarterly updates at City Council meetings.

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	2. No later than one week following a meeting, Councilmembers should be notified of commissioner absences (via the Calendar Schedule maintained by the Executive Assistant to the City Manager).
<u>Standing Committees</u>	With the exception of the California High-Speed Rail Committee, all Standing Committees are disbanded.
<u>Commission Meeting Times</u>	With every new member, commissions should re-evaluate their meeting time and, if necessary, change (by commission action/motion).
<u>Allow Councilmembers to agendaize items on Commission agendas?</u>	No
<u>Councilmember Liaisons</u>	<ol style="list-style-type: none"> 1. No appointment of City Councilmember liaisons to commissions. 2. Department Head overseeing the commission will give a brief update at the first City Council meeting following the commission meeting.
<u>Proposition A Buses:</u>	<ol style="list-style-type: none"> 1. \$25,000 Prop A funding should be set aside for City Council. 2. Staff to go out for Request for Proposals for buses. 3. Buses should all look similar: <ul style="list-style-type: none"> - Charter Bus 56 seater (or smaller-sized equivalent for less passengers) - Cost range from \$700-\$1,500 - Should include AC, full reclining seats, DVD player, and restroom. 4. Bus Application Request – Staff to prepare a new application that will include all necessary information such as <u>specific</u> Prop A guidelines and requirements. 5. Bus Request Policy – Staff to prepare a policy regarding ordering buses (policy should also be provided to requestors ordering buses.) 6. City Council Updates – Councilmembers to receive regular updates regarding who ordered/received buses and the buses remaining, etc.

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 19, 2018 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:04 p.m.

Present:

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

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

Absent: Councilmember Jaime Soto

PLEDGE OF ALLEGIANCE

Led by Led by Students of the Month Veronica Eroza and Gianmarco Cardenas

APPROVAL OF AGENDA

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

PRESENTATIONS

The following presentations were made:

- a) CERTIFICATES OF RECOGNITION – STUDENTS OF THE MONTH (NOVEMBER)
 - Veronica Eroza – Nueva Esperanza Charter Academy
 - Gianmarco Cardenas – ArTES High School
- b) CERTIFICATE OF RECOGNITION – TRANSPORTATION AND SAFETY COMMISSIONER DAVID BERNAL

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Audrey Simons spoke in support of Item No. 3.

Martha Lucero, Las Palmas Park Senior Club, said their members have attended this meeting to show City Council support and appreciation.

Maritza Duarte, Las Palmas Park Senior Club, asked that the City Council continue to support them and she provided certificates of appreciation to Mayor Ballin and Councilmember Soto.

Michel Remenih spoke in support of Item No. 8 and said that the Education Commission would be very appreciative of scholarship monies.

City Clerk Chávez read an email from Jaime Soto which read that corruption in San Fernando must end.

CITY COUNCIL - LIAISON UPDATES

Councilmember Fajardo reported that the Mural Ad Hoc visited Venice and gave an update regarding the San Fernando Valley Council of Governments.

Councilmember Gonzales gave an update regarding the Independent Cities Association winter conference.

Mayor Ballin said she was very proud to have served on the Metropolitan Water District Board said that it was a pleasure to have appointed Mr. Emrani.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE THE MINUTES OF OCTOBER 29, 2018 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NOS. 18-111 AND 18-112 APPROVING THE WARRANT REGISTERS OF NOVEMBER 5, 2018 AND NOVEMBER 19, 2018, RESPECTIVELY

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- 3) CONSIDERATION TO APPROVE LEASE AND MEMORANDUM OF LEASE WITH SAN FERNANDO COMMUNITY HOSPITAL, DBA SAN FERNANDO COMMUNITY HEALTH CENTER, FOR THE CITY-OWNED PROPERTY AT 732 MOTT STREET
- 4) CONSIDERATION TO APPROVE CIRCULATION OF A NOTICE INVITING BIDS FOR PROGRAM MANAGEMENT SERVICES FOR SAN FERNANDO'S OPEN STREETS FESTIVAL

By consensus, the motion carried.

The following item was moved up on the agenda.

ADMINISTRATIVE REPORTS

- 7) DISCUSSION REGARDING SPONSORING A RECORD EXPUNGEMENT CLINIC AT RECREATION PARK

Councilmember Gonzales introduced Jonatan Cvetko, Executive Director with Angeles Emeralds, who gave a brief presentation and replied to questions from Councilmembers.

Motion by Councilmember Gonzales, seconded by Councilmember Fajardo, to plan an expungement clinic (come up with a date) at Recreation Park, allow use of the City Seal, and to use funds from Councilmember Gonzales' Community Investment Funds to cover the cost. By consensus, the motion carried.

- 5) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING A MEASURE "A" COMMUNITY ADVISORY COMMITTEE

Deputy City Manager/Director of Finance Nick Kimball presented the staff report and Councilmembers provided brief input.

Mr. Kimball briefly discussed the Measure "A" Community Advisory Committee's proposed by-laws, and composition (i.e., seven members appointed by City Council, consisting of up to two residents, up to two representatives of the business community, up to two labor representatives, and one at-large member). He talked about the terms of office, duties, and the application process.

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

- a. Adopt Resolution No. 7895 establishing the Measure "A" Community Advisory Committee (Committee); and
- b. Authorize the City Manager to advertise and solicit applications from interested parties to serve on the Committee upon certification of affirmative election results for Measure "A."

The motion carried with the following vote:

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AYES: Gonzales, Fajardo, Lopez, Ballin – 4
 ABSENT: Soto – 1
 NOES: None

- 6) CONSIDERATION TO APPROVE USE OF CITY LETTERHEAD FOR LETTERS INVITING LOCAL SCHOOL PRINCIPALS TO A BRUNCH EVENT AND SEEKING DONATIONS FROM LOCAL BUSINESSES FOR MONTHLY STUDENT OF THE MONTH RECIPIENTS

Both Education Commission Vice Chair Angel Zobel-Rodriguez and Commissioner Michael Remenih made a brief presentation.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to permit the Education Commission to use City letterhead for letters inviting local school principals to a brunch event in January 2019 and for seeking donations from businesses for Student of the Month recipients.

The motion carried with the following vote:

AYES: Gonzales, Fajardo, Lopez, Ballin – 4
 ABSENT: Soto – 1
 NOES: None

- 8) ALLOCATION AND DISTRIBUTION OF INDEPENDENT CITIES FINANCE AUTHORITY'S COMMUNITY OUTREACH PROGRAM FUNDS FOR LAS PALMAS PARK SENIOR CLUB PROGRAM, EDUCATION COMMISSION SCHOLARSHIPS, AND FEE WAIVERS FOR NON-PROFIT ORGANIZATIONS

Mayor Ballin gave a brief presentation regarding the FY 2017-2018 ICFA allocation of \$7,500 and recommended that the funds be distributed in the following manner:

\$1,500	Las Palmas Senior Club Program
	- \$1,400 for music/entertainment
	- \$100 for cake/food
\$3,000	Education Commission Scholarships
	- \$500 increments or less
	- No repeat winners
\$3,000	Fee Waivers – Non Profit Organizations Only
	- \$500 cap per organization

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to approve the distribution of ICFA funds as recommended. By consensus, the motion carried.

- 9) DISCUSSION REGARDING PROPOSED INCREASE TO COMMISSIONER STIPEND

Vice Mayor Lopez gave a brief presentation.

SAN FERNANDO CITY COUNCIL**MINUTES – November 19, 2018****Page 5**

Motion by Mayor Ballin, seconded by Vice Mayor Lopez, to approve a \$25 increase to the Commissioner stipend (i.e. a total of \$75 per meeting per month) effective January 1, 2019 and that staff report back with a budget resolution for City Council adoption. By consensus, the motion carried.

10) **CONSIDERATION TO ADOPT A RESOLUTION SUPPORTING THE PROTECTION OF THE COMMUNITY REINVESTMENT ACT**

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

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adopt Resolution No. 7896 Supporting the Protection of the Community Reinvestment Act. By consensus, the motion carried.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Police Chief Anthony Vairo reported there had been a minor mercury spill on the bike path over the weekend (handled by L.A. Fire Dept. HazMat unit).

Director of Public Works/City Engineer Emrani thanked Mayor Ballin for appointing him to MWD and for Council support, gave an update on an inspection trip regarding the nitrate removal system, and reported that the CNG had a soft opening last Friday (a ribbon cutting ceremony is forthcoming).

City Manager Meyerhoff reported that there would be two presentations at the upcoming City Council meeting (i.e., FilmLA and from TreePeople).

Director of Community Development Timothy Hou reported that the Planning and Preservation Commission met to consider the proposed cannabis ordinance and zoning amendments.

City Clerk Chávez reported that due to voter turnout and the volume of ballots, the County would continue the canvass through November 30 and certification documentation would be made available on December 3.

GENERAL COUNCIL COMMENTS

Councilmember Gonzales wished all a happy and safe Thanksgiving, asked about the County Wash upgrades, and asked that the meeting adjourn in memory of Mary Helen Escalante.

Vice Mayor Lopez wished everyone a happy Thanksgiving.

Mayor Ballin thanked everyone and wished all a happy and safe Thanksgiving.

SAN FERNANDO CITY COUNCIL**MINUTES – November 19, 2018****Page 6****ADJOURNMENT (7:14 P.M.)**

Councilmember Gonzales requested a moment of silence for Mary Helen Escalante. Councilmember Fajardo added the victims of the recent fires, Thousand Oaks bar shooting, and Stan Lee. Chief Vairo added the two law enforcement officers who recently died.

A moment of silence was held as requested. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 19, 2018, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 19, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-082 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The 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. 19-082

ATTACHMENT "A"**RESOLUTION NO. 19-082**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT
REGISTER NO. 19-082**

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

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 19th day of August, 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 19th day of August, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
08/14/2019 12:02:19PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
215577	8/19/2019	893053 A THREAD AHEAD INC	1-226802		CODE PRESERVATION UNIFORMS 001-152-0000-4325	874.16	
					Total :	874.16	
215578	8/19/2019	891587 ABLE MAILING INC.	30417	11993	MAILING & FULFILLMENT SERVICES-AI	78.18	
				11993	072-360-0000-4300	78.17	
			30418		WATER ENV STORAGE-JULY		
					070-382-0000-4300	12.50	
					072-360-0000-4300	12.50	
					Total :	181.35	
215579	8/19/2019	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.52-0619	11720	SEVEN (7) ADS D-SITE OVERFLOW MO	1,113.00	
			222206.52-0519	11720	072-360-0000-4260		
				11720	SEVEN (7) ADS D-SITE OVERFLOW MO	2,226.00	
			22291.22-0619	11718	072-360-0000-4260		
					WASTEWATER FLOW MONITORIN, SAM	935.00	
					072-360-0000-4260		
					Total :	4,274.00	
215580	8/19/2019	888356 ADVANCED AUTO REPAIR	1368	12017	VEHICLE MAINT., REPAIRS AND MINOR	248.39	
					041-320-0222-4400		
					Total :	248.39	
215581	8/19/2019	100098 AIRGAS SAFETY	9091217437		SAFETY GEAR	150.90	
			9091217438		001-311-0000-4300		
					SAFETY GEAR	144.42	
			9091217439		001-311-0000-4300		
					SAFETY GEAR	510.04	
					001-311-0000-4300		
					Total :	805.36	
215582	8/19/2019	889043 ALADIN JUMPERS	4604	12062	ALADIN JUMPERS RENTALS	916.00	
			4662	12062	001-424-0000-4260		
					ALADIN JUMPERS RENTALS		
					001-424-0000-4260	818.00	
						Page: 1	

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vchlist		Voucher List				Page: 2	
08/14/2019 12:02:19PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
215582	8/19/2019	889043 889043 ALADIN JUMPERS	(Continued)			Total :	1,734.00
215583	8/19/2019	890411 ARC DOCUMENT SOLUTIONS, LLC	10189037		COPIES-PARKING LOT LANDSCAPE		
					029-335-0000-4300		129.66
			10189045		COPIES-ANNUAL STREET PROJ RESUI		
					025-311-0560-4600		472.34
			10275033		MARKING LOT LANDSCAPE-COPIES		
					001-310-0000-4300		97.78
					Total :		699.78
215584	8/19/2019	891209 AUTONATION SSC	302897		VEHICLE MAINT-PD4995		
					041-320-0225-4400		261.86
					Total :		261.86
215585	8/19/2019	893176 AUTOZONE STORE 5681	5681324108		MISC SUPPLIES		
					041-320-0000-4300		41.32
					Total :		41.32
215586	8/19/2019	893013 AYSON, LEILANI	06/29-08/02		ZUMBA INSTRUCTOR		
					017-420-1337-4260		250.00
					Total :		250.00
215587	8/19/2019	892784 BARAJAS, MARIA BERENICE	06/29-08/02		INSTRUCTOR-TOTAL BODY CONDITIO		
			06/29-08/02		017-420-1337-4260		330.00
					INSTRUCTOR-CYCLING		
					017-420-1337-4260		80.00
					Total :		410.00
215588	8/19/2019	892426 BEARCOM	4852326	12018	JULY-RADIO COMM. SYST. & WIRELES		
					001-135-0000-4260		7,388.55
					Total :		7,388.55
215589	8/19/2019	892847 B-LINE INVESTIGATIONS, INC	1060	12029	I/A INVESTIGATION 2019-02		
					001-112-0000-4270		4,189.00
					Total :		4,189.00
215590	8/19/2019	888800 BUSINESS CARD	072319		CAR WASH TICKETS		
					001-222-0000-4320		1,279.20

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215590	8/19/2019	888800 BUSINESS CARD	(Continued) 072919		COPY PAPER & MISC SUPPLIES 001-222-0000-4300	531.43
					Total :	1,810.63
215591	8/19/2019	890368 C & M TOPSOIL, INC	80939		MULCH-TREE PLANTING 001-346-0000-4300	131.40
					Total :	131.40
215592	8/19/2019	893224 CALCHROME FLEET SERVICES	114126	12032	TIRES FOR FLEET 041-1215	1,201.37
					Total :	1,201.37
215593	8/19/2019	100561 CALIFORNIA MUNICIPAL	FY2019-2020		2019-2020 AGENCY MEMBERSHIP DUE 001-133-0000-4370	190.00
					Total :	190.00
215594	8/19/2019	892464 CANON FINANCIAL SERVICES, INC	20327937	12019	CANON COPIERS LEASE PAYMENT-JUI 001-135-0000-4260	649.93
					Total :	649.93
215595	8/19/2019	103619 CARL WARREN & CO.	1882740		LEGAL SERVICES 006-190-0000-4800	1,000.00
					Total :	1,000.00
215596	8/19/2019	103029 CITY OF SAN FERNANDO	1927-1952		REIMB TO WORKERS COMP ACCT 006-1038	8,229.40
					Total :	8,229.40
215597	8/19/2019	100493 CNC ENGINEERING	458941	11953	DUE DILIGENCE STUDY PROPOSAL FC 070-381-0000-4270	5,000.00
			458942	11990	LANDSCAPE ARCHITECT SERVICES 029-335-0000-4260	477.50
					Total :	5,477.50
215598	8/19/2019	100754 COLLEGE OF THE CANYONS	433655		CLASS-WATER DISTRIBUTION OPERA 070-381-0000-4360	318.00
						Page: 3

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215598	8/19/2019	100754 100754 COLLEGE OF THE CANYONS	(Continued)			Total : 318.00
215599	8/19/2019	100805 COOPER HARDWARE INC.	116369		MISCELLANEOUS SUPPLIES	
			116376	11872	070-383-0301-4300	65.22
			116793	11872	MISCELLANEOUS SUPPLIES	
			116812	12034	070-383-0301-4300	17.48
			116857	12034	MISCELLANEOUS SUPPLIES FOR PW (18.49
			116878	12034	070-383-0301-4300	16.41
				12034	001-311-0000-4300	13.12
				12034	MISCELLANEOUS SUPPLIES FOR PW (40.31
				12034	070-383-0301-4300	Total : 171.03
215600	8/19/2019	892687 CORE & MAIN LP	K753048		WATER AND FIRE SERVICE MATERIALS	
			K755724	12035	070-383-0301-4300	197.33
			K797803	11842	WATER & FIRE SERVICE MATERIALS	306.50
			K815071	12035	070-383-0301-4300	3,350.72
			K839744	12035	WATER AND FIRE SERVICE MATERIALS	1,476.86
				12035	070-383-0301-4300	2,140.25
					Total :	7,471.66
215601	8/19/2019	892937 CORONA, AIDEE	JULY 2019		INSTRUCTOR-CARDIO DANCE & PUMF 017-420-1322-4260	120.00
					Total :	120.00
215602	8/19/2019	892888 CWE	19619		SAN FERNANDO REGIONAL PARK INFI	
				11788	010-310-0763-4600	38,055.60
				11788	010-310-0764-4600	19,027.80
				11788	070-385-0763-4600	19,027.80
				11788	010-310-0763-4600	26,974.80
						Page: 4

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215602	8/19/2019	892888 CWE	(Continued)			
				11788	010-310-0764-4600	9,766.65
				11788	070-385-0763-4600	19,375.35
					Total :	132,228.00
215603	8/19/2019	893178 DANCO TOOL & SUPPLY	4173		NEW SUCTION PUMPS FOR EMERG. V	
			4174	11991	070-383-0000-4310	1,467.30
				11991	NEW SUCTION PUMPS FOR EMERG. V	
					070-383-0000-4310	1,401.60
					Total :	2,868.90
215604	8/19/2019	893280 DE LEON, ORLY	60-1426-07		WATER ACCT REFUND-760 N BRAND	
					070-2010	30.93
					Total :	30.93
215605	8/19/2019	887121 DELL MARKETING L.P.	10316803261	11968	DELL 27" MONITOR-P2719H OPTIPLEX :	1,051.37
			10330676999	12003	072-360-0000-4300	
					VEEAM SERVER POWEREDGE T640	
					001-135-0000-4500	9,911.43
					Total :	10,962.80
215606	8/19/2019	891425 DIAZ, MARISOL	REIMB.		REIMB-SENIOR CLUB SUPPLIES	
					004-2346	95.93
					Total :	95.93
215607	8/19/2019	893103 DUARTE, MARITZA	080319		REIMB-SUPPLIES FOR SR CLUB DANC	
					004-2380	64.00
					Total :	64.00
215608	8/19/2019	893285 DURAZO, SARA	62-1902-00		WATER ACCT REFUND-1712 FOURTH	
					070-2010	76.41
					Total :	76.41
215609	8/19/2019	890401 ENVIROGEN TECHNOLOGIES INC	0010988-IN	11930	MAINT, REPAIR & EXTENDED WARRAN	
					070-384-0857-4260	9,450.68
					Total :	9,450.68
215610	8/19/2019	893289 ESCAMILLA, JOSE	072019		SR CLUB DANCE-MUSICAL PERFORM#	
						Page: 5

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215610	8/19/2019	893289 ESCAMILLA, JOSE	(Continued)			
					004-2380	350.00
					Total :	350.00
215611	8/19/2019	890879 EUROFINS EATON ANALYTICAL, INC	L0460353	12036	WATER TESTING AND ANALYSIS SERV	
			L0460869	12036	070-384-0000-4260	150.00
			L0462696	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	150.00
					WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	1,125.00
					Total :	1,425.00
215612	8/19/2019	888122 FABIAN, MANUEL	REIMB.		MILEAGE REIMB-IRWM MTG-PROP 1, F	
					001-310-0000-4360	31.20
					Total :	31.20
215613	8/19/2019	101147 FEDEX	6-625-27673		COURIER SERVICES	
					001-190-0000-4280	62.78
					Total :	62.78
215614	8/19/2019	892198 FRONTIER COMMUNICATIONS	09-151-4941-102990		PD PAGING	
			209-150-5145-010598		001-222-0000-4220	50.73
			209-150-5251-040172		PAC 50 TO SHERIFFS	
			209-151-4939-102990		001-222-0000-4220	568.30
			209-188-4361-031792		MWD METER	
			209-188-4362-031792		070-384-0000-4220	45.83
			209-188-4363-031892		MUSIC CHANNEL	
			818-361-0901-051499		001-190-0000-4220	41.70
					RCS PHONE LINES	
					001-420-0000-4220	112.66
					PD MAJOR PHONE LINES	
					001-222-0000-4220	616.45
					VARIOUS PHONE LINES	
					001-190-0000-4220	79.52
					070-384-0000-4220	277.68
					001-420-0000-4220	262.01
					SEWER FLOW MONITORING	
						Page: 6

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215614	8/19/2019	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-361-3958-091407		072-360-0000-4220 CNG STATION PHONE LINE	63.54
			818-361-6728-080105		074-320-0000-4220 ENGINEERING FAX LINE	51.83
			818-365-5097-120298		001-310-0000-4220 PD NARCOTICS VAULT	26.81
			818-837-1509-032207		001-222-0000-4220 PW PHONE LINE	26.81
			818-838-1841-112596		001-190-0000-4220 ENGINEERING FAX MODEM	26.81
			818-838-4969-021803		001-310-0000-4220 PD ALARM PANEL	36.66
					001-222-0000-4220	113.86
					Total :	2,401.20
215615	8/19/2019	892660 G2 CONSTRUCTION, INC.	190703	11832	CITYWIDE CATCH BASIN MAINTENANC 001-311-0000-4260	13,420.00
					Total :	13,420.00
215616	8/19/2019	893279 GONZALEZ, EMILIA	35-1175-13		WATER ACCT REFUND-1318 PICO 070-2010	29.98
					Total :	29.98
215617	8/19/2019	101376 GRAINGER, INC.	9224084500	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	334.89
			9236556008	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	82.26
			9243286672	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	300.49
			9243320109	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	65.21
			9244644010	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	72.52
					Total :	855.37
215618	8/19/2019	893286 GUZMAN, JESSE	52-3812-12		WATER ACCT REFUND-1615 GLENOAK	

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vchlist 08/14/2019 12:02:19PM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215618	8/19/2019	893286 GUZMAN, JESSE	(Continued)			
					070-2010	19.34
					Total :	19.34
215619	8/19/2019	101512 HDL, COREN & CONE	0026730-IN		CONTRACT SERVICES-PROP TAX JULY 001-130-0000-4270	1,506.79
					Total :	1,506.79
215620	8/19/2019	101529 HOME DEPOT 0609	REFUND		2017 & 2018 XMAS TREE LOT DEP REF 001-2710	700.00
					Total :	700.00
215621	8/19/2019	893154 HUITT- ZOLLARS, INC	3099580201	11974	DRONFIELD RESERVOIR 070-385-0000-4270	2,160.00
					Total :	2,160.00
215622	8/19/2019	101599 IMAGE 2000 CORPORATION	306472		VARIOUS COPIER MAINT CONTRACT 0 001-135-0000-4260	1,111.77
					072-360-0000-4450	35.28
					001-135-0000-4260	126.62
					Total :	1,273.67
215623	8/19/2019	887740 INDUSTRIAL SHOE COMPANY	1100-1190824		SAFETY SHOES 070-383-0000-4310	108.90
					Total :	108.90
215624	8/19/2019	891570 INNOVATIVE TELECOM. SYSTEMS	2577		16-BOTTOM TELEPHONE SET, WIRING 001-190-0000-4300	207.58
			2583		001-190-0000-4280 16-MAILBOXES FOR PD DEPT	305.00
			2587		001-190-0000-4300 001-190-0000-4280	327.75
					TELEPHONE EQUIP MAINT-SEPT 001-190-0000-4260	125.00
					Total :	395.00
					Total :	1,360.33
215625	8/19/2019	893223 INSTRUMENT CONTROL SERVICES	CSF60419RMR	11996	CNG STATION PRESSURE RELIEF DEV 074-320-0000-4400	4,334.04

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215634	8/19/2019	892659 892659 LECHOWICZ & TSENG MUNICIPAL	(Continued)			Total : 3,351.57
215635	8/19/2019	893282 LOS POBLANOS TAQUERIA	62-0350-11		WATER ACCT REFUND-527 N MACLAY 070-2010	110.70
					Total :	110.70
215636	8/19/2019	892477 LOWES	1141		MISC SUPPLIES	4.87
			1385		043-390-0000-4300 MISC SUPPLIES	22.80
			1470		043-390-0000-4300 MISC SUPPLIES	49.21
			1680		043-390-0000-4300 PAINTING SUPPLIES	200.26
			1681		043-390-0000-4300 MISC SUPPLIES	85.26
			1948		043-390-0000-4300 PAINT SUPPLIES	43.97
			2636		043-390-0000-4300 MISC SUPPLIES	27.01
					Total :	433.38
215637	8/19/2019	892477 LOWES	1560		MAINT SUPPLIES	42.44
			2174		043-390-0000-4300 MISC SUPPLIES	42.64
					Total :	85.08
215638	8/19/2019	893290 LOZEAU CONSULTING, TRAINING	NONPO		RGSTR-POST CERT HOMELESS LIAISC	180.00
					001-225-0000-4370	60.00
					001-224-0000-4370	Total : 240.00
215639	8/19/2019	102051 M & M LANDSCAPE	7113	12059	LANDSCAPING AND PEST CONTROL	1,600.00
					070-384-0000-4260	Total : 1,600.00
215640	8/19/2019	888468 MAJOR METROPOLITAN SECURITY	1093322		ALARM MONITORING AT ALL CITY FACI	

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215640	8/19/2019	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1093323	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093324	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093325	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093326	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093327	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093328	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093329	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1093330	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093331	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1093332	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093333	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1093334	12049	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1093335	12049	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1093336	12049	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1093735	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093736	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093737	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093738	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	

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215640	8/19/2019	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1093739	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093740	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093741	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1093742	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093743	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093744	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1093745	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093746	12049	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1093747	12049	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
			1093748	12049	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1093749	12049	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
				12049	070-384-0000-4260	28.00
					Total :	569.00
215641	8/19/2019	893288 MANFRE, VERONICA	1526		FACILITY RENTAL DEP REFUND	
			200420.001		001-2220 FACILITY RENTAL REFUND-PYMT	150.00
					001-3777-0000	50.00
					Total :	200.00
215642	8/19/2019	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	35.15
					Total :	35.15
215643	8/19/2019	892756 MEYERHOFF, ALEXANDER	907126704-JUNE		HEALTH INS REIMB PER CONTRACT N	

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215643	8/19/2019	892756 MEYERHOFF, ALEXANDER	(Continued)			
					001-105-0000-4126	620.64
					Total :	620.64
215644	8/19/2019	892140 MICHAEL BAKER	1054257	11886	CDBG ADMINISTRATIVE & LABOR COM	
					026-311-0157-4260	2,325.00
					Total :	2,325.00
215645	8/19/2019	102226 MISSION LINEN SUPPLY	510389725		LAUNDRY	
			510418978		001-225-0000-4350 LAUNDRY	98.48
					001-225-0000-4350	90.25
					Total :	188.73
215646	8/19/2019	892535 MORAN, YOVANNI	06/29-08/02		YOGA INSTRUCTOR	
					017-420-1337-4260	125.00
					Total :	125.00
215647	8/19/2019	102325 NAPA AUTO PARTS	5478-998554		VEHICLE MAINT-PD8864	
			5478-998589		041-320-0225-4400 VEHICLE MAINT-PD8864	16.49
			5478-998590		041-320-0225-4400 HITCH STEP-WA4125	123.19
					070-382-0000-4400	87.99
					Total :	227.67
215648	8/19/2019	889457 NATIONAL METER & AUTOMATION	S1116634.001	11992	2" WATER METERS FOR THE WATER M	
					070-385-0700-4600	8,956.02
					Total :	8,956.02
215649	8/19/2019	887422 NORTHERN SAFETY CO., INC.	903538636		MISC SUPPLIES-FACILITY MAINT	
					043-390-0000-4300	331.60
					Total :	331.60
215650	8/19/2019	102403 NOW IMAGE PRINTING	2019084		PETTY CASH FORMS	
			2019085		001-130-0000-4300 NON-WINDOW ENVELOPES	72.60
					001-130-0000-4300	75.90

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215650	8/19/2019	102403 NOW IMAGE PRINTING	(Continued) 2019086		"NO PARKING" SIGNS 070-383-0000-4310	1,100.00
			2019088		WATER ENVELOPES-NO PERMT 070-382-0000-4300	94.88
					072-360-0000-4300	94.87
					Total :	1,438.25
215651	8/19/2019	102432 OFFICE DEPOT	2322898663		OFFICE SUPPLIES 001-422-0000-4300	120.73
			313273293-001		PLAN COPIES 010-311-6673-4600	130.31
			330064391002		PAPER SHREDDER 072-360-0000-4300	254.42
			337973342001		OFFICE & BREAK ROOM SUPPLIES 070-383-0000-4300	456.32
			343994721001		OFFICE SUPPLIES 001-130-0000-4300	103.68
			344007948001		OFFICE SUPPLIES 001-422-0000-4300	76.95
			344007949001		OFFICE SUPPLIES 001-422-0000-4300	14.51
			344009066001		SUPPLIES RETURNED 001-422-0000-4300	-98.22
			344597795001		OFFICE SUPPLIES 001-222-0000-4300	97.22
			344872424001		OFFICE SUPPLIES 070-383-0301-4300	104.23
			344873041001		OFFICE SUPPLIES 070-383-0301-4300	74.94
			346634539001		OFFICE SUPPLIES 001-310-0000-4300	47.96
			346634712001		OFFICE SUPPLIES 001-310-0000-4300	50.73
			348623829001		OFFICE SUPPLIES 001-222-0000-4300	45.30
			348623992001		OFFICE SUPPLIES	

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215651	8/19/2019	102432 OFFICE DEPOT	(Continued)		001-222-0000-4300	173.01
			352414646001		OFFICE SUPPLIES 001-106-0000-4300	64.35
					Total :	1,716.44
215652	8/19/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-286038		BELT 041-1215	11.99
			4605-286054		BELT RETURNED 041-1215	-11.99
			4605-339082	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0311-4400	285.99
					Total :	285.99
215653	8/19/2019	100221 ORTEGA, SYLVIA	REIMB.		LUNCH-CAL GANG TRAINING ON 07/24 001-222-0000-4360	24.78
					Total :	24.78
215654	8/19/2019	892360 PARKING COMPANY OF AMERICA	INVM0014060	11834	DIAL A RIDE AND TROLLEY SERVICES 007-440-0442-4260	29,441.67
				11834	041-320-0000-4402	16,495.26
					Total :	45,936.93
215655	8/19/2019	890324 PEREZ, JUAN	080219	12026	REFEREE/SCOREKEEPING SUMMER/V 017-420-1328-4260	2,249.00
					Total :	2,249.00
215656	8/19/2019	889763 PEREZ-HELLIWELL, JENNIFER	REPL-211829		RPL STL DTD CK-COMMISONER'S ST 001-2140	50.00
					Total :	50.00
215657	8/19/2019	887646 PLUMBERS DEPOT INC	PD-42325		MISC SUPPLIES 072-360-0000-4300	433.12
					Total :	433.12
215658	8/19/2019	893283 PRADO SALMERON, MARTINA	33-0930-01		WATER ACCT REFUND-649 HOLLISTER 070-2010	56.01

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215671	8/19/2019	893196 SAALEX SOLUTIONS INC	(Continued) 7950	12055	JULY-CRITICAL SYSTEM MANAGEMEN 001-135-0000-4270	760.00
					Total :	10,360.00
215672	8/19/2019	103057 SAN FERNANDO VALLEY SUN	10557		PUBLICATION-INFILTRATION PROJ 010-310-0763-4600	1,335.88
			10564		PUBLICATION-INFILTRATION PROJ 070-385-0763-4600	1,355.88
			10596		PUBLICATION NOTICE-USER FEE 001-115-0000-4230	187.50
			10597		LEGAL PUBLICATION- GLENOAKS PRO 010-311-6673-4600	843.76
					Total :	3,723.02
215673	8/19/2019	889417 SAN GABRIEL VALLEY COUNCIL	SGV-ULAR-12	12060	ADM & COST SHARING FOR CIMP & EV 001-310-0000-4270	6,013.00
					Total :	6,013.00
215674	8/19/2019	892416 SANCHEZ, KARLA	06/29-08/02		ZUMBA INSTRUCTOR 017-420-1337-4260	375.00
					Total :	375.00
215675	8/19/2019	893287 SCHWARY, GEORGE	62-3612-04		WATER ACCT REFUND-435 N HUNTING 070-2010	56.75
					Total :	56.75
215676	8/19/2019	103184 SMART & FINAL	20470		SUPPLIES-FAMILY NIGHT EVENT 004-2391	35.02
			33552		SUPPLIES FAMILY NIGHT EVENT 004-2391	5.49
			41134		SUPPLIES-SR CLUB MTG 004-2380	35.89
			47282		SUPPLIES-CIT SUMMER CAMP SALES 004-2391	140.96
			48102		SUPPLIES-CIT SUMMER CAMP SALES 004-2391	42.96

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215676	8/19/2019	103184 SMART & FINAL	(Continued) 49325		MISC SUPPLIES-DAY CAMP 017-420-1399-4300	46.43
			49959		WATER 001-424-0000-4300	5.74
			49960		SUPPLIES-CIT SUMMER CAMP SALES 004-2391	99.80
			51132		SUPPLIES-SR CLUB MTG 004-2380	66.52
			52254		SUPPLIES-FAMILY NIGHT EVENT 004-2391	261.65
			52881		MISC SUPPLIES-DAY CAMP 017-420-1399-4300	59.95
			53337		SUPPLIES-SUMMER BLAST EVENT 004-2346	70.07
			56321		SUPPLIES-CIT SUMMER CAMP SALES 004-2391	95.79
			57471		SUPPLIES FOR ARBOR DAY EVENT 001-310-0000-4300	65.61
					Total :	1,031.88
215677	8/19/2019	103218 SOLIS, MARGARITA	1-7		PETTY CASH REIMBURSEMENT 001-150-0000-4300	15.29
					001-424-0000-4300	21.89
					017-420-1399-4300	206.54
					Total :	243.72
215678	8/19/2019	892367 SOLIS, MARGARITA	79-80		L P SENIOR PETTY CASH REIMB. 004-2380	69.26
					Total :	69.26
215679	8/19/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST 043-390-0000-4210	9,035.40
			2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210	8,587.13
			2-21-082-3241-FY19		ELECTRIC-VARIOUS LOCATIONS 029-335-0000-4210	2,145.55

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215679	8/19/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
					043-390-0000-4210	13,101.00
					070-384-0000-4210	312.47
			2-21-082-3241-FY20		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	32.77
					029-335-0000-4210	31.97
					043-390-0000-4210	4,342.64
					070-384-0000-4210	15,177.44
			2-33-746-5215		ELECTRIC-190 PARK	
					027-344-0000-4210	623.38
			2-39-084-2581		ELECTRIC-1117 SECOND	
					043-390-0000-4210	12.45
					Total :	53,402.20
215680	8/19/2019	893281 SPETH, LEE	41-0665-07		WATER ACCT REFUND-758 CORK	
					070-2010	53.39
					Total :	53.39
215681	8/19/2019	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
			084-220-3249-3		043-390-0000-4210	377.87
			088-520-6400-8		GAS-505 S HUNTINGTON	
					043-390-0000-4210	33.05
			090-620-6400-2		GAS-117 MACNEIL	
					043-390-0000-4210	42.36
					GAS-120 MACNEIL	
					043-390-0000-4210	8.09
					070-381-0000-4210	4.05
					072-360-0000-4210	4.05
			143-287-8131-6		GAS-208 PARK	
					043-390-0000-4210	38.55
					Total :	508.02
215682	8/19/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490	3540933		ITEMS FOR BUS STOPS	
			4510201		001-311-0000-4300	77.35
			5112033		MISC SUPPLIES-MALL ALLEY TRASH	
					030-341-0000-4300	36.39
					MISC SUPPLIES	

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215682	8/19/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
			5161635		001-311-0000-4300	108.63
					ITEM RETURNED	
			5171291		070-384-0000-4340	-130.91
					PALLET FEE CREDIT	
			5171292		070-384-0301-4300	-33.00
					PALLET FEE CREDIT	
			5171293		070-384-0301-4300	-33.00
					PALLET FEE CREDIT	
					070-384-0301-4300	-16.50
			530558		MISC SUPPLIES	
					043-390-0000-4300	42.72
			60738730		TRASH BIN-MALL ALLEYS	
					030-341-0000-4300	187.02
			6100398		GRAFFITI SUPPLIES	
					001-152-0000-4300	50.07
			6193889		MISC ITEMS	
					043-390-0000-4300	230.93
			6512130		MISC SUPPLIES	
					001-152-0000-4300	662.57
			9158938		MISC SUPPLIES	
					001-152-0000-4300	97.30
			9359419		MISC SUPPLIES	
					001-152-0000-4300	65.96
					Total :	1,345.53
215683	8/19/2019	887322 THE NATIONAL ARBOR DAY	88-0797-3348		FY19-20 MEMBERSHIP RENEWAL	
					001-310-0000-4380	15.00
					Total :	15.00
215684	8/19/2019	103903 TIME WARNER CABLE	196309072319		INTERNET SERVICES - 07/23-08/22	
					001-190-0000-4220	1,299.00
			222204080119		CABLE-PW'S OPS - 07/29-08/28	
					043-390-0000-4260	120.83
					Total :	1,419.83
215685	8/19/2019	888334 TORRES, CLAUDIA	1484		FACILITY RENTAL DEP REFUND	

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215685	8/19/2019	888334 TORRES, CLAUDIA	(Continued)		001-2220	150.00
					Total :	150.00
215686	8/19/2019	893259 TRINITY EQUIPMENT INC	111790	12016	RIDING LAWNMOWER GRASSHOPPER 043-390-0000-4500	19,974.90
					Total :	19,974.90
215687	8/19/2019	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		POSTAGE MACHINE REIMBURSEMENT 001-190-0000-4280	1,500.00
					Total :	1,500.00
215688	8/19/2019	103463 U.S. POSTMASTER	AUG 2019		POSTAGE-AUG WATER BILLS 070-382-0000-4300 072-360-0000-4300	534.05 534.04
					Total :	1,068.09
215689	8/19/2019	887939 ULINE SHIPPING SUPPLIES	110522641		EVIDENCE DIGIT SCALE 001-222-0000-4300	177.01
					Total :	177.01
215690	8/19/2019	893167 UNITED MAINTENANCE SYSTEMS	14385	12002	JANITORIAL SERVICES-JULY 2019 043-390-0000-4260	19,831.30
					Total :	19,831.30
215691	8/19/2019	103439 UPS	831954319		COURIER SERVICES 001-190-0000-4280	141.34
					Total :	141.34
215692	8/19/2019	103534 VALLEY LOCKSMITH	6177	11865	LOCKSMITH SERVICES FOR ALL FACIL 001-311-0000-4300	200.00
			6242	12031	LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4330	1,494.27
			6258	12031	LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4330	111.90
			6286	12031	LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4330	75.00
			6298		LOCKSMITH SERVS FOR ALL FACILITIE	
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215692	8/19/2019	103534 VALLEY LOCKSMITH	(Continued)	12031	043-390-0000-4330	75.00
					Total :	1,956.17
215693	8/19/2019	891797 VALLEY POWER REPAIRS	04864		VEHICLE MAINT-PW2384 041-320-0311-4400	502.04
					Total :	502.04
215694	8/19/2019	891220 VAN LANT & FANKHANEL, LLP	080519	12056	CITY'S ANNUAL AUDIT SERVICES-PREI 001-130-0000-4270	9,375.00
				12056	070-381-0000-4270	1,562.50
				12056	072-360-0000-4270	1,562.50
					Total :	12,500.00
215695	8/19/2019	893284 VARGAS, JOSE	43-1910-10		WATER ACCT REFUND-1945 SECOND 070-2010	35.98
					Total :	35.98
215696	8/19/2019	892794 VENEGAS, JULIAN	REIMB.		REIMB. OF POSTAGE FOR GRANT APP 001-420-0000-4300	199.50
					Total :	199.50
215697	8/19/2019	892081 VERIZON BUSINESS SERVICES	71185359		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,058.22
					Total :	1,058.22
215698	8/19/2019	889627 VERIZON CONFERENCING	Z6685459		CONFERENCE CALLS-JULY 2019 001-190-0000-4220	12.37
					Total :	12.37
215699	8/19/2019	100101 VERIZON WIRELESS-LA	9834531879		PLANNING CELL PHONE PLAN 001-140-0000-4220	5.36
			9834584514		PD CELL PHONE PLANS 001-222-0000-4220	279.66
					001-152-0000-4220	193.77
			9834841342		PD CELL PHONE PLANS 001-222-0000-4220	150.85
			9834851860		CITY YARD CELL PHONE PLANS	
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215699	8/19/2019	100101 VERIZON WIRELESS-LA	(Continued)		070-384-0000-4220	149.88
					043-390-0000-4220	23.98
					041-320-0000-4220	23.98
					072-360-0000-4220	31.57
			9834862355		VARIOUS CELL PHONE PLAN	
					001-106-0000-4220	112.49
					070-384-0000-4220	45.18
					Total :	1,016.72
215700	8/19/2019	891357 VITAL, SARINA	1558		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	150.00
215701	8/19/2019	891590 WEH TECHNOLOGIES, INC.	USA011262		CNG PARTS	
					074-320-0000-4450	151.50
					Total :	151.50
215702	8/19/2019	890970 WEX BANK	60515275		FUEL FOR FLEET	
					041-320-0152-4402	289.59
					041-320-0221-4402	4.00
					041-320-0222-4402	173.30
					041-320-0224-4402	736.56
					041-320-0225-4402	5,213.16
					041-320-0226-4402	2.00
					041-320-0228-4402	760.43
					041-320-0311-4402	787.10
					041-320-0312-4402	625.34
					041-320-0320-4402	234.26
					041-320-0346-4402	119.98
					041-320-0370-4402	1,004.38
					041-320-0390-4402	1,462.68
					041-320-0420-4402	2.00
					007-313-3630-4402	512.75
					029-335-0000-4402	94.50
					070-381-0000-4402	2.00
					070-382-0000-4402	858.79

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08/14/2019 12:02:19PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
215702	8/19/2019	890970 WEX BANK	(Continued)		070-383-0000-4402	981.96	
					070-384-0000-4402	327.97	
					072-360-0000-4402	249.04	
					Total :	14,441.79	
215703	8/19/2019	891531 WILLDAN ENGINEERING	00329958	11599	PROVIDE GRANT ADMINISTRATION SE	625.94	
			00617796	11736	008-311-6676-4600	110.00	
				11736	DESIGN SERVICES FOR STREET RESL	1,087.50	
			00617797	11736	070-385-6673-4600	133.00	
					072-365-6673-4600	1,956.44	
					DESIGN SERVICES FOR STREET RESL	133.00	
					012-311-6673-4600	1,956.44	
215704	8/19/2019	892785 WONG, MICHELLE	06/29-08/02		YOGA INSTRUCTOR	50.00	
					017-420-1337-4260	50.00	
					Total :	50.00	
215705	8/19/2019	103752 ZUMAR INDUSTRIES, INC.	84479	12045	REPLACEMENT OF DAMAGED, FADED	174.35	
					001-370-0301-4300	174.35	
					Total :	174.35	
129 Vouchers for bank code :		bank3				Bank total :	549,825.64
129 Vouchers in this report						Total vouchers :	549,825.64

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

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Voucher List

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08/12/2019 11:16:47AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215224	7/8/2019	893244 CALIFORNIA PERMITS	BS1816304		BUILDING PERMIT REFUND - 1412 WAF	
					001-3320-0000	101.48
					055-3719-0154	11.27
					Total :	112.75
215333	7/10/2019	101605 INDEPENDENT CITIES ASSOCIATION	071019		RGSTR-ICA 2019 SUMMER SEMINAR	
					001-105-0000-4370	650.00
					001-101-0109-4370	650.00
					001-101-0111-4370	650.00
					Total :	1,950.00
215334	7/11/2019	103648 CITY OF SAN FERNANDO	PR 7-12-19		REIMB FOR PAYROLL W/E 7-5-19	
					001-1003	346,718.90
					007-1003	255.73
					008-1003	2,061.15
					011-1003	811.44
					017-1003	12,976.76
					018-1003	68,385.93
					027-1003	4,189.93
					029-1003	2,535.34
					041-1003	9,731.76
					043-1003	20,116.05
					070-1003	33,272.90
					072-1003	19,389.79
					094-1003	127.69
					119-1003	1,554.83
					Total :	522,128.20
215335	7/11/2019	893005 FAST DEER BUS CHARTER INC	146948	12000	MMA BUS TRANSPORTATION TO SAC	
					004-2360	7,094.75
					Total :	7,094.75
215336	7/15/2019	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS- JULY 2019	
					001-1160	12,208.75
					Total :	12,208.75

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215337	7/15/2019	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS- JULY 2019	
					001-1160	234.96
					Total :	234.96
215338	7/15/2019	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS- JULY 2019	
					001-1160	2,520.71
					Total :	2,520.71
215339	7/15/2019	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS- JULY 2019	
					001-1160	3,421.71
					Total :	3,421.71
215340	7/23/2019	101797 KNOTTS BERRY FARM	072619		TICKETS-DAY CAMP FIELD TRIP	
					017-420-1399-4300	3,542.00
					Total :	3,542.00
215344	7/25/2019	103648 CITY OF SAN FERNANDO	PR 7-26-19		REIMB FOR PAYROLL W/E 7-19-19	
					017-1003	18,056.84
					027-1003	4,287.43
					029-1003	3,044.09
					030-1003	1,602.30
					041-1003	12,118.38
					043-1003	23,775.14
					070-1003	37,164.63
					072-1003	22,731.94
					094-1003	158.31
					119-1003	1,714.65
					001-1003	399,947.72
					007-1003	295.89
					008-1003	2,518.93
					Total :	527,416.25
215471	7/31/2019	891825 UNITED STATES TREASURY	APR-JUNE 2019		EXCISE TAX QRTLY PYMNT-06/30/19	
					074-320-0000-4457	3,768.05
					Total :	3,768.05
215565	7/31/2019	893278 GRP2 UNIFORMS INC	700032486		BULLET PROOF VEST	

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08/12/2019 11:16:47AM

Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215565	7/31/2019	893278 GRP2 UNIFORMS INC	(Continued)		001-222-0000-4300	660.40
					Total :	660.40
215566	7/31/2019	893278 GRP2 UNIFORMS INC	700032574		UNIFORM HAT 001-222-0000-4300	187.41
					Total :	187.41
215567	7/31/2019	891253 SAN FERNANDO SMOG TEST ONLY	1999		SMOG TEST-1473093 041-320-0000-4450	60.00
					Total :	60.00
215568	7/31/2019	892535 MORAN, YOVANNI	MAY 2019		YOGA INSTRUCTOR 017-420-1337-4260	100.00
					Total :	100.00
15 Vouchers for bank code :		bank3			Bank total :	1,085,405.94
15 Vouchers in this report					Total vouchers :	1,085,405.94

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215569	8/5/2019	102519 P.E.R.S.	AUG 2019		HEALTH INS. BENEFITS-AUG 2019 001-1160	152,531.68
Total :						152,531.68
1 Vouchers for bank code : bank3						Bank total : 152,531.68
1 Vouchers in this report						Total vouchers : 152,531.68

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08/05/2019 4:31:13PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215570	8/1/2019	893115 P.E.R.S.	2236157495		EMPLOYER CONTRIB VARIANCE-06/22 018-190-0000-4124	78,227.24
Total :						78,227.24
1 Vouchers for bank code : bank3						Bank total : 78,227.24
1 Vouchers in this report						Total vouchers : 78,227.24

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: August 19, 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.
- 4. On June 17, 2019, although listed on the City Council meeting agenda, the item was pulled to allow staff additional time to review and finalize the changes.

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

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" – major changes highlighted in blue)
- B. City Council Contacts Policy (redline/strikeout format)
- C. City Attorney Services Policy (changes highlighted in blue)

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 Manual 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 19th day of August 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 19th day of August 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



THE CITY OF SAN FERNANDO

EXHIBIT "A"

Final Changes

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
	August 19, 2019	Resolution No. 7916

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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 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. 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 UNEXCUSED ABSENCES

- a. If a Councilmember, without the prior permission of the City Council, is absent from all regular meetings of the City Council for 60 days consecutively from the last regular meeting he/she attended, his/her office becomes vacant and shall be filled as any other vacancy, as provided by Government Code Section 36513.
- b. If a Councilmember is absent without permission 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 within fourteen (14) business days of the second missed regular meeting, notifying him or her of the provisions of this policy and Government Code Section 36513. 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 purely a courtesy extended to members of the City Council and failure of the City Clerk to deliver or timely deliver such notice shall not operate to prevent the seat of a Councilmember who has been absent without permission from all regular meetings of the City Council for 60 or more consecutive days from being declared vacant. It is the personal responsibility of each Councilmember to keep track of his or her attendances of all meetings of the City Council so to avoid vacating his or her City Council seat.
- c. If a regular meeting of the City Council is cancelled or is otherwise rescheduled for any reason, the 60 consecutive unexcused absence period shall reset for all members of the City Council.

2. AGENDA PROCEDURES AND ORDER OF BUSINESS

2.1 AGENDA

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

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

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

2.2 AGENDA DEADLINE

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

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

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

- b. When a member of the City Council wishes to have an item placed on an agenda of an upcoming City Council meeting, the following procedures shall be followed:
 - i. The member wishing to have an item placed on an agenda for an upcoming meeting shall provide the City Clerk with an agenda report that provides a general description of the item, the desired action and includes any other relevant written materials or information which the member would like to have considered at the meeting. The agenda report and any other supplementary material must be submitted to the City Clerk by 12:00 p.m. the Wednesday preceding the City Council meeting. Except as provided in paragraph b.ii. of this Section 2.2, all items requested to be placed on an agenda by a Councilmember shall appear on

the agenda for discussion and action. No items, however, shall be placed on the agenda without an agenda report.

- ii. Items that have been previously agendized, discussed and determined by action of the City Council are discouraged from being placed on the agenda for an upcoming meeting by a Councilmember unless the Councilmember can demonstrate a change of circumstances pertaining to the item or present new information of substantial importance that was not known at the time previous City Council action occurred. In such case, the Councilmember must follow the procedures set forth in paragraph b.i above and include in the agenda report the reason for reconsideration of the item, i.e., changed circumstances, new information, etc., with supporting information. The item shall be tentatively placed on the agenda as a repeat item under the heading "Administrative Reports." The repeat item, however, shall not be discussed nor acted upon by the City Council unless the repeat item is first approved for discussion as set forth in Section 2.5.

2.3 POSTING OF NOTICE AND AGENDA

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

- a. Location of Posting – Notices and Agendas shall be posted at the following locations:
 - i. Bulletin board at City Hall, 117 Macneil Street, San Fernando, California, 91340; and
 - ii. City's website: www.sfcity.org.

2.4 ROLL CALL

A roll call of Councilmembers shall be held at the beginning of each City Council meeting by the City Clerk, who shall enter the names of those present in the minutes.

2.5 APPROVAL OF AGENDA

The agenda shall include an item entitled "Approval of Agenda" to occur immediately after "roll call." During the "Approval of Agenda" portion of the meeting, the City Council shall determine whether to consider repeat items

submitted by Councilmembers pursuant to paragraph b.2. of Section 2.2. A Councilmember may make a motion to approve the agenda as presented or make a motion to approve the agenda with the elimination of the repeat item(s) tentatively placed on the agenda under the heading “Administrative Report”. If the agenda is approved as presented, the request to consider a repeat item is deemed approved and discussion and action on that item may occur during City Council items.

2.6 APPROVAL OF CONSENT CALENDAR

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

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.

2.7 APPROVAL OF MINUTES

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

2.8 PUBLIC HEARINGS

The following procedure for conducting public hearings should be followed:

- 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.

2.9 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.

2.10 NON-AGENDA ITEMS

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

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

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 accord the utmost courtesy to each other, to City employees, and to the general public appearing before the City Council and shall refrain at all times from derogatory remarks.
- b. Every Councilmember desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, shall confine discussion to the question under debate.

- c. Every Councilmember desiring to question the administrative staff should address questions to the City Manager or City Attorney who shall be entitled to either answer the inquiry directly or to designate some member of the staff for that purpose.
- d. A Councilmember, once recognized, shall not be interrupted while speaking, unless called to order by the Presiding Officer, or a Point of Order is raised by another Councilmember, or the speaker chooses to yield to questions from another Councilmember.
- e. If a Councilmember is called to order while speaking, he/she shall cease speaking immediately until the question of order is determined; and if ruled out of order shall remain silent or shall alter his remarks so as to comply with rules of the City Council.
- f. Any Councilmember may move to require the Presiding Officer to enforce the rules. A majority of the City Council shall require enforcement of the rules if the Presiding Officer has refused.

4.3 DECORUM AND ORDER – EMPLOYEES

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

4.4 DECORUM AND ORDER – PUBLIC

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

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

4.5 ENFORCEMENT OF DECORUM

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

4.6 PERSONAL INTEREST

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

4.7 LIMITATIONS OF DEBATE

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

4.8 DISSENTS AND PROTESTS

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

4.9 PROCEDURES IN ABSENCE OF RULES

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

5. **ADDRESSING THE CITY COUNCIL**

5.1 MANNER OF ADDRESSING THE CITY COUNCIL

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

No member of the public shall enter into any discussion without first being recognized by the Presiding Officer. (Robert's Rules of Order). All remarks and

questions shall be addressed to the Presiding Officer and not to any individual Councilmember, staff member or other person.

Any member of the public desiring to address the City Council shall 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.

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

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

5.2 TIME LIMITATION

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

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

5.3 ADDRESSING THE CITY COUNCIL AFTER MOTION IS MADE

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

5.4 WRITTEN CORRESPONDENCE

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

6. MOTIONS

6.1 PROCESSING OF MOTIONS

When a motion is made and seconded, it may be stated by the Presiding Officer before debate. A motion may be withdrawn by the mover without the consent of the Councilmember seconding it.

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 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.

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 the first regular meeting in December. Nothing herein shall be deemed or construed to prohibit any person from serving any number of consecutive one-year terms in any office in this City.

The following procedure shall be used:

Election of Mayor:

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

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 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 committee may approve a contract or expenditure of funds.

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

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

- 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 this image:



16. STATEMENTS OF ECONOMIC INTEREST

16.1 FORM 700 OVERVIEW

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

16.2 TIMELY SUBMISSION OF ANNUAL STATEMENTS OF ECONOMIC INTEREST

The City Clerk notifies those required to file a Form 700 of the precise filing deadline. Under State law, annual Form 700's are due by or before April 1st of each year or such other date as the Fair Political Practices Commission may prescribe by regulation for local elected officials. The Form 700 must also be

filed within thirty (30) days of assuming or leaving office. Irrespective of notice provided by the City Clerk or any other City official or employee, it is the individual responsibility of each member of each City Council and each member of the Planning and Preservation Commission to keep themselves aware of filing deadlines and to file a Form 700 by or before the prescribed deadline.

16.3 REVIEW BY CITY CLERK AND CITY ATTORNEY

The City Clerk, as the City's filing officer for the submission of Form 700's, shall perform those duties set forth under Government Code Section 81010 and such other tasks, duties and responsibilities as may be prescribed by the Fair Political Practices Commission. Upon request made by a City Councilmember or member of the Planning and Preservation Commission, the City Attorney shall also conduct a facial review of the requesting filer's Form 700. The City Attorney shall be given a minimum of ten (10) calendar days to complete its review. A facial review consists of reviewing statements for the following items: (a) the cover sheet includes the name and address of the filer, the period covered and the type of statement; (b) the summary page is completed and the required schedules are attached; (c) all information is legible and readable reproductions of the statement can be made; and (d) the verification is complete. Neither the City Clerk nor the City Attorney are responsible for verifying the truth of representations made by a filer in their Form 700 nor are they under any duty to perform any sort of investigation or inquiry as to the truth or accuracy of such representations or whether a filer has fully identified all disclosable interests. The filer shall be solely and exclusively responsible for any errors or omissions in the filer's Form 700, notwithstanding review by the City Clerk or the City Attorney.

POLICY/PROCEDURE

~~Strikeout~~
Suggested wording

SUBJECT	ISSUANCE	
	ORIGINAL DATE	EFFECTIVE
CITY COUNCIL CONTACTS	August 19, 1986	August 19, 1986
	CURRENT DATE August 19, 2019	EFFECTIVE August 19, 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 or the City Clerk. A Councilmember may not direct the work of subordinate employees of the City Manager or City Clerk 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.

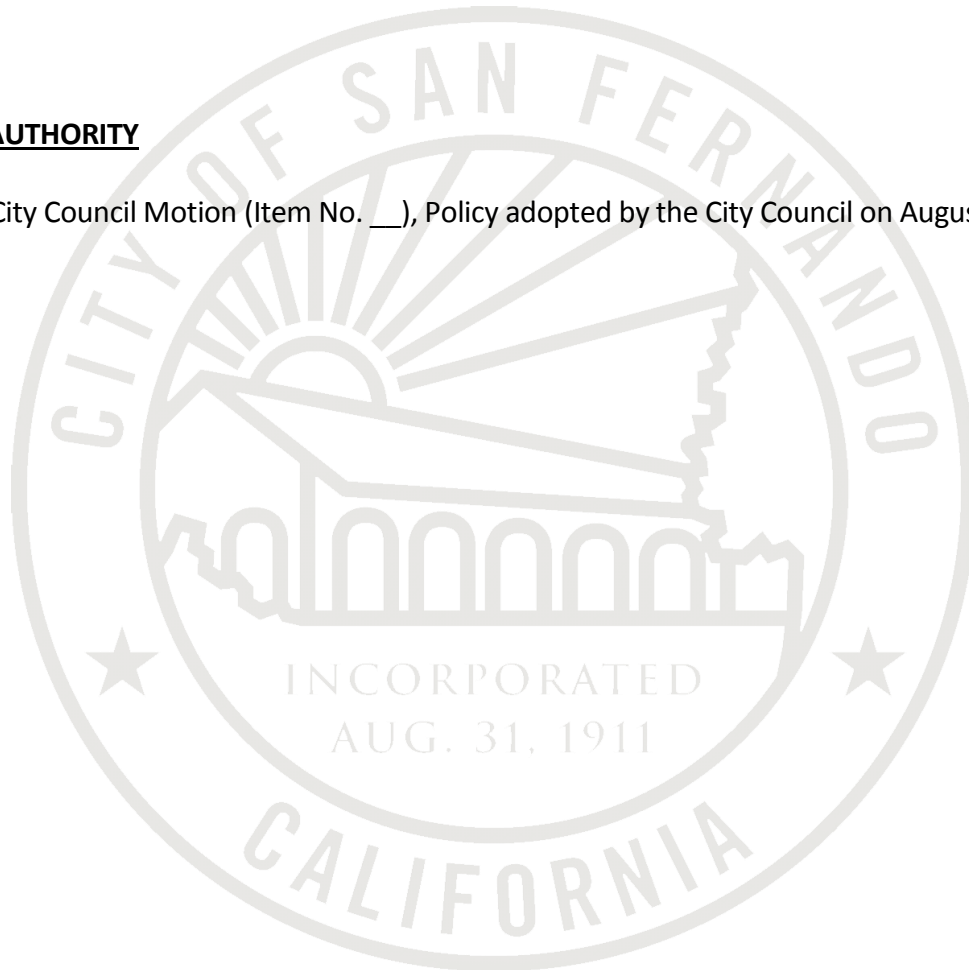
A. ~~Unless an individual Councilmember has been designated to serve as the City's designated labor negotiator by a majority of the full membership of the City Council at a meeting of the City Council,~~ Individual Councilmembers shall refrain from initiating communications or other similar contacts 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 to 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 August 19, 2019.



POLICY/PROCEDURE

SUBJECT	ISSUANCE	
	ORIGINAL DATE	EFFECTIVE
ATTORNEY SERVICES	June 5, 1995	June 5, 1995
	CURRENT DATE	EFFECTIVE
	August 19, 2019	August 19, 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 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 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 August 19, 2019.



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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services

Date: August 19, 2019

Subject: Consideration to Approve a Non-Exclusive License Agreement with Fernandeno Tataviam Band of Mission Indians for Use of Las Palmas Park Facilities

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the City Manager to approve the Non-Exclusive License Agreement (Attachment "A"- Contract No. 1926) with Fernandeno Tataviam Band of Mission Indians to use Las Palmas Park Facilities; and
- b. Waive all related Facility Use Fees as part of the City's in-kind match requirement for the Youth Reinvestment Grant Program.

BACKGROUND:

1. On March 12, 2019, representatives from the Fernandeno Tataviam Band of Mission Indians (the Tataviam Tribe) met with City staff to discuss the Youth Reinvestment Grant Program opportunity administered by the Board of State and Community Corrections. The Tataviam Tribe asked to partner with the City on an application for the Youth Reinvestment Grant.
2. On March 18, 2019, the City Council approved a partnership with the the Tataviam Tribe's Education and Cultural Learning Department (dba Pukúu Cultural Community Services) to provide youth diversion services and to serve as Applicant and Lead Public Agency for the Youth Reinvestment Grant through the California Board of State and Community Corrections (BSCC).
3. The City Council also authorized waiver of facility use fees and staff time as in-kind contributions to meet the required match, authorized use of the City seal, logo and social media on digital and print material related to the program, pursuant to City Council Resolution No. 6904, and authorized the City Manager to sign the grant application and execute all related documents.

Consideration to Approve a Non-Exclusive License Agreement with Fernandño Tataviam Band of Mission Indians for Use of Las Palmas ParkPage 2 of 3

4. On June 13, 2019, the City received notification from the BSCC that the Youth Reinvestment Proposal had been approved, but additional forms, including a Resolution authorizing City Council's approval to participate in the Youth Reinvestment Grant Program and designating the City Manager as agency representative had to be submitted no later than June 20, 2019.
5. On June 17, 2019, the City Council adopted Resolution No. 7935 authorizing participation in the Youth Reinvestment Grant Program and authorizing the City Manager to submit the grant proposal for this funding and to sign the grant agreement. The BSCC awarded the City and Tataviam Tribe partnership a grant in the amount of \$1,000,000. On that same date, the City Council approved acceptance of these grant funds.

ANALYSIS:

The Pukúu Cultural Community Services will implement the San Fernando Youth Reinvestment Program that is designed to provide indigenous youth and youth of color means to recover community identity and gain self-actualization in a positive environment. The goal of the Program is to divert low-level offenders from initial contact with the juvenile justice system. Youth will be referred and channeled by the juvenile courts, the Los Angeles Unified School District (LAUSD), and the San Fernando Police Department. The community-lead diversion program focuses on increasing cultural competency, reduce incarceration and recidivism and improve academic success. Youth will be guided by mentors to explore opportunities for meaningful and culturally relevant "rites of passage."

The San Fernando Youth Reinvestment Program ("Program") will be based out of Las Palmas Park. Pukúu Cultural Community Services staff will occupy the vacant office space that was formerly used as the administrative offices for the defunct After the Bell program. The Tataviam Tribe remodeled the office to make it functional for the Program. The Program office will operate Monday through Friday during regular business hours. The Learning Center, which is adjacent to the office, will house the services of the Program. The scheduled services will take place on Tuesdays between 2:00 pm and 8:00 pm, on Thursdays between 4:00 pm and 8:00 pm, and on alternating Saturdays between the hours of 12:00 pm and 4:00 pm. The service hours fall within the regular business days and do not conflict with rentals and youth sports league use of Las Palmas Park.

In the event that the Program wishes to use Las Palmas Park during non-business hours, rental and staff fees will apply. The City reserves the right to move a Pukúu programed activity to another room on site to alleviate program overlap or to conduct a City program.

Consideration to Approve a Non-Exclusive License Agreement with Fernandño Tataviam Band of Mission Indians for Use of Las Palmas ParkPage 3 of 3

BUDGET IMPACT:

The grant award of \$1 million, will be distributed over a three-year period. Each year, the City will be allocated approximately \$333,000. The grant award requires a 10% match, or \$100,000, spread over the same three-year term. The annual match amount of approximately \$33,333.00 may be met through cash or in-kind contributions. In-kind match is the project's contribution of non-cash outlay of materials or resources to support the Program's activities.

Based on other Non-exclusive License Agreements the City has with other organizations, the monthly fee for use of the office space is \$612 per month. Per the City's adopted fee schedule, use of the Learning Center during the times outlined in this report is \$2,167 per month. Approval of waivers for the total monthly fees of \$2,779, or \$33,348 per year, will meet the City's annual match requirement.

CONCLUSION:

It is recommended that the City Council authorize the City Manager to approve the Non-Exclusive License Agreement (Attachment "A"- Contract No. 1926) with Fernandño Tataviam Band of Mission Indians to use Las Palmas Park Facilities to implement programs and services related to the San Fernando Youth Reinvestment Program and waive all facility use fees.

ATTACHMENT:

A. Contract No. 1926 – Non-Exclusive License Agreement

ATTACHMENT "A"
CONTRACT NO. 1926

NON-EXCLUSIVE LICENSE AGREEMENT

SAN FERNANDO YOUTH REINVESTMENT PROGRAM

THIS NON-EXCLUSIVE LICENSE AGREEMENT (hereinafter, the "Agreement") is made and entered into as of August 19, 2019 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a California municipal corporation (hereinafter, the "CITY"), and the FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS, a state-recognized tribal government (hereinafter, "FTBMI") for the use of Las Palmas Park. For the purposes of this Agreement, the CITY and the FTBMI may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to the CITY or FTBMI interchangeably as appropriate.

This AGREEMENT is made and entered into with respect to the following facts:

R E C I T A L S:

WHEREAS, FTBMI is a state-recognized tribal government responsible with setting tribal policies, creating government programs and committed to working towards self-determination through incorporating Indigenous values for Native Americans; and

WHEREAS, FTBMI established Pukúu Cultural Community Services, a California non-profit corporation to provide programs that enhance the well-being and future continuity of the American Indian community. These program serve entire communities by helping men and women with developmental and physical disabilities contribute to society through job training and placement, education, counseling, social and recreational activities, and community engagement; and

WHEREAS, the FTBMI and Pukúu Cultural Community Services are partnering with the CITY, to operate "Tarahat Uplifting Trauma Informed Community Lead Interventions for Native Teens" San Fernando Youth Reinvestment Program (hereinafter, the "TUTCINT Program"), a community-led diversion program funded by the State of California, Board of State and Community Corrections, to 1) increase cultural competency, 2) reduce incarceration and recidivism, and 3) improve youth academic success.

WHEREAS, CITY is the owner of certain real property located on 505 Huntington Street, San Fernando, CA 91340, commonly referred to as Las Palmas Park (hereinafter, the "Property"); and

WHEREAS, the Property includes a multi-use recreational facility (hereinafter, the "Facility"); and

WHEREAS, the Facility includes a 231 square foot room at Las Palmas Park commonly referred to as the "After School Program Office" (hereinafter, "Office"); and

WHEREAS, the Facility includes a 1,417 square foot room at Las Palmas Park commonly referred to as the “Learning Center ” (hereinafter, “Center”); and

WHEREAS, the FTBMI wishes to use the Facility on an intermittent and non-exclusive basis for the purpose of conducting administrative and operational functions for the TUTCINT Program it conducts with the CITY through Pukúu Cultural Community Services,; an

WHEREAS, this Agreement is intended to confer upon the FTBMI a license for use of the Facility and to set forth the reciprocal duties and obligations of the Parties and the terms, conditions and restrictions governing the FTBMI’s use of the Facility.

A G R E E M E N T

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

1. GRANT OF LICENSE AND TERMS OF FACILITY USE.

1.1. Grant of License and Term. Except as otherwise provided herein, the FTBMI shall have a non-exclusive license to use the Facility for the purposes of conducting programs and activities for a period of three (3) years and eight (8) months commencing from the Effective Date of this Agreement.

1.2. The CITY shall provide the FTBMI with access to the Office and Center at the Property for Pukúu Cultural Community Services sponsored programs and activities on the days, times and locations set forth in the document entitled “Facility Usage Schedule” which is attached and incorporated hereto as Exhibit “A”. CITY, in its sole and absolute discretion, reserves the right to move Pukúu Cultural Community Services programs to locations within the Facility other than those set forth in the Facility Usage Schedule to accommodate CITY’s own programming. The FTBMI’s right of access and use to the Facility shall be non-exclusive and shall at all times be subordinate and subject to the CITY’s ownership rights in the Facility and the underlying real property where the Facility is located. Upon provision of all required certificates on insurance, CITY shall provide FTBMI with a key to the Facility. FTBMI shall return the key(s) immediately following the conclusion of the TUTCINT Program. FTBMI shall be responsible for any lost keys, and any costs that CITY might incur to replace and/or re-key the Facility.

1.3 The CITY shall provide FTBMI access to the Facility on a weekly basis for FTBMI sponsored programming set forth in the Facility Usage Schedule. Notwithstanding, anything in this Agreement or the Facility Usage Schedule to the contrary, the use of the Facility by the FTBMI is subject to availability of dates and times as determined by the CITY in its sole and absolute discretion. All programming shall be scheduled during regular business hours. Staff time will be charged if programming is scheduled during non-business hours.

1.4 The FTBMI will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit “B”, which is attached hereto and incorporated herein by this reference.

1.5 The FTBMI will provide the CITY with a schedule of activities as soon as reasonably possible but in no event later than seven (7) days prior to the first day of programming.

1.6 The FTBMI shall ensure that all TUTCINT Program participants complete the Registration Waiver, attached hereto as Exhibit “C”, prior to participation in any FTBMI sponsored program or activities.

2. LIVE SCAN.

2.1 Per California Penal Code § 11105.3 organizations serving youth, elderly, physically/mentally disabled; are required to provide a background check through a California Department of Justice (DOJ) Live Scan.

- A. The FTBMI shall require all employees and volunteers working with the TUTCINT Program participants to complete a Live Scan through the San Fernando Police Department. . The CITY will waive the San Fernando Police Department’s Administrative Fee of \$25.00 to process the Live Scan. The FTBMI shall be responsible for the DOJ Justice Live Scan processing fee of \$32.00.
- B. **SUBSEQUENT ARREST NOTIFICATION** In addition to completion of the Live Scan, the FTBMI must notify the CITY of any subsequent arrests of employees and volunteers.

3. LIABILITY & INDEMNIFICATION.

3.1 The FTBMI agrees to be financially responsible for any and all damage or destruction to the Facility or any improvements, fixtures, equipment or other real or personal property located on or within the Facility or any building or structures that comprise the Facility to the extent such damage or destruction is attributable to otherwise arises out of the FTBMI’s use of the Facility as contemplated under this Agreement.

3.2 The FTBMI agrees to indemnify, defend and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of the FTBMI, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.

3.3 Prior to commencing any programming, the FTBMI shall also require all of its instructors and participants to submit properly executed individual waivers containing similar indemnifications listed in 3.2 holding the CITY and its officials and

employees harmless from any liability associated with their use of the Facility. The form of the required liability waiver is attached and incorporated hereto as Exhibit "C".

4. INSURANCE.

4.1 Coverage. The FTBMI shall at all times during the term of this Agreement cause Pukúu Cultural Community Services to carry, maintain, and keep in full force and effect, the insurance listed below:

- A. Pukúu Cultural Community Services shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facility that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name the CITY as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to the CITY, (c) provide that coverage afforded thereby will be primary and that any coverage carried by the CITY shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against the CITY that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of the CITY.
- B. Pukúu Cultural Community Services will 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 will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Pukúu Cultural Community Services shall also procure and maintain a policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both Pukúu Cultural Community Services 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 Pukúu Cultural Community Services in the course of carrying out the activities contemplated under this Agreement.
- D. The FTBMI agrees that if it does not cause Pukúu Cultural Community Services to keep the insurance required in this Agreement in full force and effect, the CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to the FTBMI, the CITY may take out the necessary insurance and pay, at the FTBMI's expense, the premium thereon.

4.2 Certificate. The FTBMI shall supply the CITY with a Certificate of Insurance for Pukúu Cultural Community Services as a precondition to commencing any activities at the Facility.

4.3 Waiver. The FTBMI and Pukúu Cultural Community Services waive any and all rights of recovery against the CITY for loss of, or damage to, the FTBMI's or Pukúu Cultural Community Services' property or the property of others under FTBMI's and/or Pukúu Cultural Community Services' control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. The FTBMI and Pukúu Cultural Community Services shall, upon obtaining any policies of insurance affecting the Facility, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

5. **TERM OF AGREEMENT.** The term of this Agreement and the license rights sent forth herein shall be three (3) years, commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the Parties' ability to terminate this Agreement earlier set forth in Section 5 of this Agreement.

6. **TERMINATION OF AGREEMENT.**

6.1 Termination Without Cause. Either Party may terminate this Agreement for convenience and without cause or penalty by providing a minimum of thirty (30) calendar days' prior written notice to the other Party.

6.2 Termination with Cause; Events of Default; Breach of Agreement.

- A. In the event either Party fails to adhere to any term or condition set forth under this Agreement, including those set forth in Exhibits "A", "B" and "C" (or fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2(B) and 6.2(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. The FTBMI shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of the CITY's issuance of a Default Notice for any failure of the FTBMI to timely provide the CITY or CITY's employees or agents with copies of necessary permits or other documentation required under this Agreement. Prior to the expiration of the 3-day cure period, the FTBMI may submit a written request for additional time to cure the Event of Default upon a showing that the FTBMI has commenced efforts to cure the Event of Default and that

the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2(B)(i) that exceeds three (3) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of the CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, the FTBMI may submit a written request for additional time to cure the Event of Default upon a showing that the FTBMI has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2 B. ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
- C. The CITY shall cure any Event of Default asserted by FTBMI within fourteen (14) calendar days of the FTBMI's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 14-day cure period. Prior to the expiration of the 14-day cure period, the CITY may submit a written request for additional time to cure the Event of Default upon a showing that the CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period
- D. The CITY, in its sole and absolute discretion, may also immediately suspend the FTBMI access and use of the Facilities under this Agreement pending the FTBMI cure of any Event of Default by giving FTBMI written notice of the CITY's intent to suspend the FTBMI access and use of the Facility (hereinafter, a "Suspension Notice"). The CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, the CITY reserves the right to restrict the FTBMI access to portions of the Facility that FTBMI would otherwise be permitted to use under this Agreement.
- E. The terms and conditions imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to the CITY at law or under this Agreement in the event of any breach of this Agreement, the CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. ii. Upon written notice to the FTBMI, the CITY may suspend or terminate the FTBMI access and use of a portion of the Facility that the CITY has determined has not been used in compliance with the terms and conditions of this Agreement, for a period of time up to or including the remainder of the Term of this Agreement;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for the FTBMI breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy. The FTBMI shall be liable for all legal fees plus other costs and expenses that the CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement

6.3 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.

7. **NONDISCRIMINATION.** For purposes of operating the TUTCINT Program, the FTBMI shall not discriminate on the basis of race, color, sex, age, religion, national origin or any other basis prohibited by law in its use of the Facility. The FTBMI shall provide the CITY with a copy of its non-discrimination policy applicable to the TUTCINT Program prior to any use of the Facility.

8. **FEES AND CHARGES.**

8.1 Fees.

- A. The CITY shall waive a monthly fee of \$612, for use of the Office and a monthly fee of \$2,167 for use the Room. This waiver will include waiver of any increases in monthly fees for the term of this Agreement.
- B. Facility Improvements. The FTBMI shall make all physical improvements to the Office needed to initiate operation at its sole expense;
- C. Maintenance of Center. After each day use of the Center, the FTBMI will collect all equipment and materials belonging to the FTBMI and leave the Center in a neat, clean and orderly condition. In addition, the FTBMI is to adhere to City of San Fernando Facility Rental and Usage Terms (Exhibit "B").
- D. All FTBMI use shall be during regular business hours. Rental fees and staff cost will apply should THE FTBMI wish to conduct programming during non-business hours.

8.2 Billing. The CITY shall submit an invoice for any damages to the facilities or any use outside regular business hours. Invoice dispute by the FTBMI shall be submitted within ten (10) business days of receipt of the invoice.

8.3 Method of Payment. Payments will be made payable to the City of San Fernando.

9. **APPLICABLE LAW/VENUE.** This Agreement shall be governed by and construed in accordance with 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 such claim or dispute should be brought in the Central District of California, located within the city and county of Los Angeles.

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

Organization: Eric Sanchez, Program Administrator
Pukúu Cultural Community Services
1019 Second Street, San Fernando, California 91340
Phone: 818-837-0794
Email: eric.sanchez@pukuu.org

City: City of San Fernando
117 Mcneil Street
San Fernando, California 91340
Attention: Julian J. Venegas, RCS Director
Telephone: (818) 898-1290
Email: jvenegas@sfcity.org

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

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

12.1 Drafter. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the CITY and the FTBMI agree that neither Party shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other.

12.2 Severability. The CITY and the FTBMI agree that the invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

California.

12.4 Entire Agreement. The CITY and FTBMI agree that this Agreement (together with the documents attached as Exhibits "A"- "C") constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral with respect to use of the Facilities for operation of the TUTCINT Program

[SIGNATURE PAGE TO FOLLOW]

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

APPROVED AND ADOPTED this ____ day of ___, 2019.

CITY OF SAN FERNANDO:

**FERNANDEÑO TATAVIAM BAND OF
MISSION INDIANS:**

By: Nick Kimball, City Manager

By: Rudy J. Ortega, President

ATTEST:

By: Elena Chavez, City Clerk

APPROVED AS TO FORM:

By: Richard Padilla, Assistant City Attorney

EXHIBIT “A”**Facility Usage Schedule****Las Palmas Park**

Facility	Day(s)	Time
After School Office	Monday – Friday	8:00 am – 5:00 pm
Learning Center	Tuesday	2:00 pm – 8:00 pm
Learning Center	Thursday	4:00 pm - 8:00 pm
Fields/Courts/Open Space	Alternating Saturdays	12:00 pm – 4:00 pm

Las Palmas Park will be closed on all observed City Holidays listed below. Rental fees and staff costs will apply should the FTBMI wish to have the site open to conduct TUTCINT Program activities during an observed City Holiday.

City Holidays*

- a. January 1- New Year’s Day
- b. January 15- MLK Day
- c. February 19- President’s Day
- d. March 30- Cesar Chavez Day
- e. May 28- Memorial Day
- f. July 4- Independence Day
- g. September 3- Labor Day
- h. November 12- Veteran’s Day
- i. November 22- Thanksgiving Day
- j. November 23- Day After Thanksgiving Day
- k. December 25- Christmas Day

*Dates may vary year-to-year, City will provide an updated list by the first business day of each year.

EXHIBIT “B”**SAN FERNANDO FACILITY RENTAL AND USAGE TERMS**

1. The FTBMI agrees that, to the best of its knowledge, the Facility which is the subject of this Agreement will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
2. This Agreement covers only the activities and use of the Facility expressly identified in this Agreement and associated Exhibits. Any additional activities and/or hours shall require submission of appropriate application and approval from the CITY.
3. The use and/or advertising of drugs, alcohol or tobacco products are NOT ALLOWED AT ANY TIME on or in the Facility or any other CITY-owned property. NO SMOKING is allowed on or in the Facility or any other CITY-owned property. Betting and/or other forms of gambling also are strictly prohibited on or in the Facility or any other CITY-owned property at all times.
4. Responsible adults (21 years or older) must be present AT ALL TIMES when a group of minors are using the Facilities.
5. The FTBMI shall have a copy of the Agreement CONTRACT NO. 1926 available on site at all times
6. Persons setting up and cleaning up a FTBMI event shall arrive no earlier and leave no later than the set time established in this Agreement.
7. Persons in attendance shall restrict their activities to those Facility, or portions thereof, provided for in this Agreement. Failure to comply may result in the termination of the program.
8. There will be no storage provided. Items/articles CAN NOT BE LEFT PRIOR to the event or AFTER the event (e.g. food, decorations, etc.). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
9. Upon the conclusion of the event, the agent and/or the organization must leave the Facility in the same condition as found. Such condition to be determined by an authorized representative. Failure to comply will result in possible loss of access to Facility for future programing.
10. The FTBMI and/or their representatives shall promptly report any deficiencies of the Facility or service requests to the Recreation and Community Services Department at (818) 898-1290. For emergencies, dial 9-1-1.
11. The FTBMI and/or their representative(s) shall arrive with sufficient amount of time to inspect the Facility and allow for repairs.

EXHIBIT "C"

Liability Sample



ACTIVITY/PROGRAM REGISTRATION FORM AND WAIVER/RELEASE/INDEMNIFICATION						<small>CLEAR FORM</small>
ACTIVITY/PROGRAM INFORMATION		ADULT SPORTS		YOUTH SPORTS		JERSEY/SHIRT
ACTIVITY/PROGRAM NAME		LEAGUE		LEAGUE		SIZE
SESSION		<input type="checkbox"/> SOFTBALL <input type="checkbox"/> BASKETBALL <input type="checkbox"/> VOLLEYBALL: Amateur <input type="checkbox"/> VOLLEYBALL: Advanced* <input type="checkbox"/> _____		<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input type="checkbox"/> CO-ED <input type="checkbox"/> MON <input type="checkbox"/> TUES <input type="checkbox"/> WED <input type="checkbox"/> THUR <input type="checkbox"/> FRI		<input type="checkbox"/> BASKETBALL <input type="checkbox"/> CHEER <input type="checkbox"/> FUTSAL <input type="checkbox"/> SOCCER <input type="checkbox"/> _____
		<small>*Must attend evaluation scrimmage to participate. This is to ensure your safety and meet the goals to make the league competitive. Must be able to serve, bump, set, and spike.</small>				<input type="checkbox"/> ADULT <input type="checkbox"/> YOUTH <input type="checkbox"/> SMALL <input type="checkbox"/> MEDIUM <input type="checkbox"/> LARGE <input type="checkbox"/> X LARGE <input type="checkbox"/> XX LARGE
PARTICIPANT INFORMATION						
FIRST NAME		MIDDLE INITIAL		LAST NAME		<input type="checkbox"/> S.F. RESIDENT <input type="checkbox"/> NON RESIDENT
ADDRESS				CITY		ZIP CODE
HOME PHONE NO.		WORK PHONE NO.		CELL PHONE NO.		
EMAIL ADDRESS				<input type="checkbox"/> AGREE TO RECEIVE TEXT MESSAGES <input type="checkbox"/> AGREE TO RECEIVE PROMOTIONAL EMAILS		
GENDER <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	DATE OF BIRTH	AGE	HEIGHT (YOUTH SPORTS ONLY)	IF UNDER 18, PARENT OR GUARDIAN NAME		
MEDICAL INFORMATION (PLEASE LIST ANY CONDITIONS, ALLERGIES, MEDICATIONS, ETC. IF NONE, PLEASE NOTE)						
EMERGENCY CONTACT						
FIRST NAME		LAST NAME		RELATIONSHIP		
HOME PHONE NO.		OTHER PHONE NO.				
LANGUAGE PREFERENCE <small>Optional</small>			ETHNIC BACKGROUND <small>Optional</small>			
<input type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/> OTHER: _____ <small>Please indicate specific language of preference</small>			<input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE: <small>A person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment</small> <input type="checkbox"/> ASIAN: <small>A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam</small> <input type="checkbox"/> BLACK OR AFRICAN AMERICAN: <small>A person having origins in any of the black racial groups of Africa</small> <input type="checkbox"/> HISPANIC OR OTHER LATINO: <small>A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race</small> <input type="checkbox"/> NATIVE HAWAIIAN OR PACIFIC ISLANDER: <small>A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands</small> <input type="checkbox"/> WHITE: <small>A person having origins in any of the original peoples of Europe, the Middle East, or North Africa</small> <input type="checkbox"/> OTHER: _____ <small>Please indicate specific ethnic group with which you identify</small>			
HOW DID YOU FIND OUT ABOUT OUR PROGRAMS AND ACTIVITIES? <small>Optional</small>						
<input type="checkbox"/> FLYER <input type="checkbox"/> NEWSPAPER <input type="checkbox"/> FRIEND <input type="checkbox"/> WEBSITE <input type="checkbox"/> EXISTING CUSTOMER <input type="checkbox"/> SOCIAL MEDIA <input type="checkbox"/> OTHER: _____						
PLEASE INITIAL THAT YOU HAVE READ AND UNDERSTAND THE FOLLOWING:						
_____ I have read, understand, and agree to the waiver, release, and indemnification on the reverse of this form. _____ City of San Fernando Recreation and Community Services staff cannot administer any kind of medication. _____ Parents are responsible for transporting their children to and from games and/or activities. _____ Parents are advised to check with a physician if there is any doubt regarding their child's participation. _____ Parents will present documents that verify child's age, legal guardianship, and address. _____ In case of an emergency, I give permission for any necessary medical treatment. Any medical bills will be my responsibility.						
I ACKNOWLEDGE THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGEMENT						
PRINT PARTICIPANT OR PARENT/GUARDIAN NAME			PARTICIPANT OR PARENT/GUARDIAN SIGNATURE			DATE
OFFICE USE ONLY						
RECEIVED BY	DATE	AMOUNT PAID	PAYMENT TYPE	CHECK	RECEIPT	
		\$		#	#	



ACTIVITY/PROGRAM REGISTRATION FORM AND WAIVER/RELEASE/INDEMNIFICATION

WAIVER, RELEASE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: August 19, 2019

Subject: Presentation on the City's Fixed-Route Trolley and Paratransit Programs from the Contracted Operator

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation on the City's fixed-route Trolley and Paratransit programs from the contracted operator, Parking Company of America; and
- b. Provide direction to staff, as appropriate.

BACKGROUND:

1. The City contracts with a professional transit services operator to provide a fixed-route trolley system to various stops throughout the City. This service supplements the fixed-route regional bus service provided by Metro.
2. The City also contracts with a professional transit services operator to provide paratransit services through the Mission City Transit (MCT) program that is available to take San Fernando residents to approved medical sites outside the City limits.
3. On May 16, 2016, the City Council approved a five-year agreement with Parking Company of America (PCA) to provide public transportation services in the City through June 30, 2021. The agreement authorizes two optional one-year extensions at the discretion of the City.
4. On July 1, 2016, PCA commenced with the management and operation of the City's transit system, which includes the MCT and Trolley services.

Presentation on the City of San Fernando's Fixed-Route Trolley and Paratransit Programs from the Contracted OperatorPage 2 of 3

ANALYSIS:Fixed Route Trolley Service.

The fixed route trolley service ("Trolley") services 28 locations city-wide that link the residential and commercial areas (See Attachment "A" – A map of the fixed route). The Trolley is available weekdays from 10 am to 4 pm and weekends from 11 am to 4 pm. The cost is \$0.25 per ride with an average headway of 20-25 minute intervals. Two vehicles service the Trolley route at all times during normal hours of operation. During Fiscal Year (FY) 2018-2019, the trolley service had a total ridership of 29,956.

Mission City Transit (Paratransit).

The MCT program is a shared curb-to-curb community service rather than a fixed route service. Residents may schedule service to pick up and drop off at a desired location within the City. Additionally, City residents may schedule service to approved medical sites outside of the City limits. There are two buses available (owned by PCA) and each one has the capacity for 14 passengers and two wheel chairs. Service hours are weekdays 7:30 am to 5:30 pm; service is not available on weekends. The cost of MCT transit service is as follows:

- \$0.50 – Senior Citizens Age 60+
- \$0.50 – Handicapped Persons
- \$0.75 – General Public

During FY 2018-2019, the MCT service had a total ridership of 4,655.

Notable Issues.

The most notable issue hampering the City's transit program is the age and condition of the two City-owned trolleys. Both trolleys are over 10 years old and considered well past their useful life. With mileage of 138,172 miles for Trolley No. 1 and 140,060 miles for Trolley No. 2, time out of service for repairs has become an ongoing occurrence. For example, from April 2018 through April 2019:

- Trolley No. 1 was out service a total 300 days (83.5% of the time)
- Trolley No. 2 was out of service a total of 146 days (34% of the time)
- Shuttles owned by PCA are used whenever trolleys are out of service for repairs.

The cost to repair and maintain the two trolleys and the related down time will continue to increase unless the City identifies funds to purchase new vehicles or explores alternate service options.

Presentation on the City of San Fernando's Fixed-Route Trolley and Paratransit Programs from the Contracted OperatorPage 3 of 3

BUDGET IMPACT:

The cost to operate the Trolley is approximately \$245,000 per year and is funded primarily using Prop A funds. Fare box revenue in FY 2018-2019 was less than \$7,500. The estimated cost to replace a Trolley with a comparable Trolley is approximately \$125,000.

The cost to operate the MCT is approximately \$320,000 per year and is funded using Prop C funds. Ridership revenue in FY 2018-2019 was less than \$2,600. The estimated cost to replace a paratransit van with a comparable vehicle is approximately \$88,000.

The City's total allocation of Prop A funds in FY 2019-2020 is \$497,710 and the City's total allocation of Prop C funds in FY 2019-2020 is \$412,838.

CONCLUSION:

It is recommended that the City Council receive and file presentation by Parking Company of America and provide direction to staff, as appropriate.

ATTACHMENT:

A. Map of fixed route Trolley System

SAN FERNANDO TROLLEY ROUTE

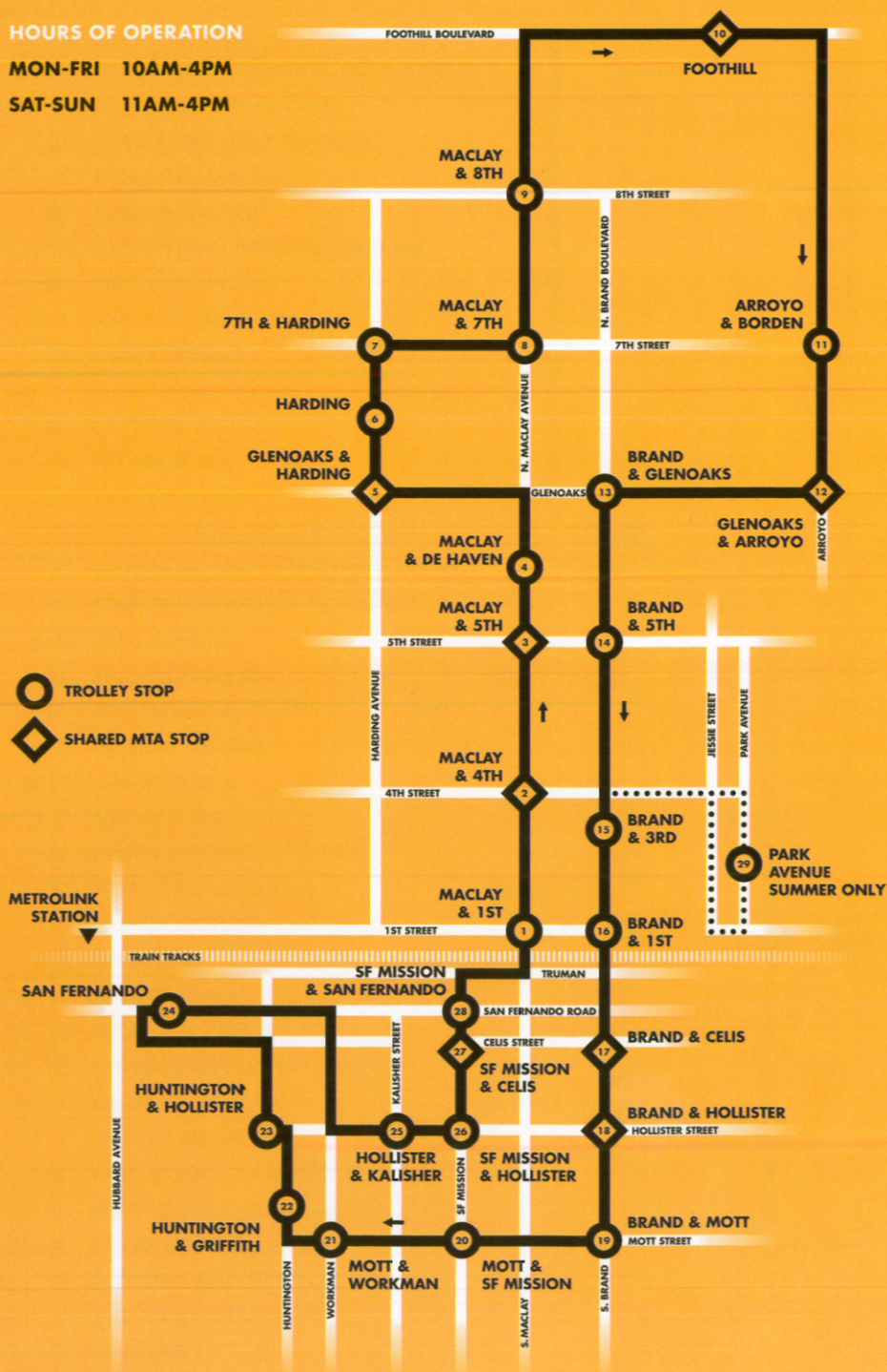
Your city. At your service.

THE CITY OF
SAN FERNANDO

HOURS OF OPERATION

MON-FRI 10AM-4PM

SAT-SUN 11AM-4PM



DESTINATION STOPS

CESAR E. CHAVEZ LEARNING ACADEMIES	11, 12
FIRST LUTHERAN SCHOOL	4
FOOTHILL SHOPPING CENTER	10
GLENOAKS SCHOOL	5
LA RINDA PLAZA	21
LAKEVIEW CHARTER HIGH SCHOOL	9
LAS PALMAS PARK	23
LIBRARY PLAZA	1, 2
MISSION PLAZA	1
MORNINGSIDE ELEMENTARY SCHOOL	3, 14
MTA LINES 230	20
MTA LINES 234	8
MTA LINES 292	13
NORTHEAST VALLEY HEALTH CLINIC	24
NUEVA ESPERANZA CHARTER SCHOOL	2
O'MELVENY ELEMENTARY SCHOOL	19
PIONEER PARK	5, 6, 7
RECREATION PARK	29
SANTA ROSA SCHOOL	21
SENIOR HOUSING	25
SF CITY HALL	1, 16
SF COURTHOUSE	1, 2, 15, 16
SF EARLY EDUCATION CENTER	20
SF ELEMENTARY SCHOOL	20
SF HIGH SCHOOL	19
SF LIBRARY	1, 2
SF MALL	17, 27, 28
SF MIDDLE SCHOOL	15, 16
SF MISSION SHOPPING CENTER	27, 28
SF PLAZA	1
SF POLICE STATION	1, 16
SF REGIONAL POOL FACILITY	29
SF-SYLMAR METROLINK STATION	24
SOCIAL SECURITY OFFICE	26, 27
ST. FERDINAND'S SCHOOL	17
ST. SIMON'S SCHOOL	3
SWAP MEET	11, 12
UNITED STATES POST OFFICE	17, 27
VISTA DEL VALLE ACADEMY	9



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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: August 19, 2019

Subject: Consideration to Approve a Professional Services Contract with West Coast Arborists, Inc. for City-Wide Tree Maintenance Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1927) with West Coast Arborists, Inc. (WCA) for city-wide tree maintenance services for a term of three years with two one-year options in an amount not-to-exceed the annual fiscal year budget appropriation; and
- b. Authorize the City Manager to execute the contract.

BACKGROUND:

1. On May 21, 2007, the City Council approved a four-year contract with WCA to provide city-wide tree maintenance services; the contract was extended an additional four years on May 20, 2011.
2. On May 22, 2015, the City Council extended the tree maintenance services contract for an additional four -years through May 22, 2019.
3. On June 20, 2016, the City Council amended the contract allowing a 10 percent annual price increase over three fiscal years; FY 16-17, 17-18 and 18-19.
4. On May 22, 2019, the contract for city-wide tree maintenance service expired.
5. On May 23, 2019, WCA agreed to provide tree maintenance services on a month-to-month basis until a new contract for services could be executed.

Consideration to Approve a Professional Services Contract with West Coast Arborists, Inc. for City-Wide Tree Maintenance ServicesPage 2 of 3

ANALYSIS:

The Public Works Department is responsible for the maintenance of all City facilities and infrastructure. Annual tree maintenance programs are critical in order to ensure the proper upkeep and maintenance of the City's urban forest. These regular maintenance services vary in scope and frequency, depending on the size, species and condition of trees.

Current data shows the City has a tree population of 6,122 trees made up of 139 different species with an estimated value of \$16,206,820. The City has contracted with WCA since 2007 to maintain its vast inventory of trees. This maintenance includes tree trimming, tree removals, tree planting, emergency response, inspections, and consulting arborist services. In addition to the variety of services that WCA offers, one key element to its services is a detailed tree inventory with all maintenance records. This key element helps provide maintenance information for each tree which assists with service requests and insurance claims.

The City's contract with WCA is based upon unit prices for the provided services such as grid trim, specialty trim, tree removal, tree planting, and all other services. The primary unit of measure utilized in analyzing a tree maintenance contract is the unit price for "grid trim" as the schedule calls for the trimming of more than 1,700 trees annually. A "grid trim" is considered the standard trimming of a tree that is done as a part of a large scale trim over a specified geographic area, or grid, with no adjustment made for the various sizes of the trees. During the final year of the contract and currently, as WCA provides services on a month-to-month basis, the unit price for grid trim is \$79 per tree. The City's trees are organized into 11 grids and currently trimmed on a three to five year cycle, meaning most trees will be trimmed no less often than every three to five years. The objective is to prune two to four grids each year during three to five year pruning cycle; pruning cycle is dictated by the appropriated budget amount.

Through the piggyback process, staff is proposing the City enter into a new contract with WCA based upon the unit prices included in the City of Rosemead's contract for tree trimming services, approved on July 23, 2019. The California Public Contract Code and the City's Purchasing Policy allows for "piggybacking" which is the process of approving a contract based upon the terms of a contract that has been competitively bid by another public agency.

The City of Rosemead followed a formal bid solicitation process sending a Request for Proposal (RFP) (Attachment "B") to several tree maintenance providers on June 4, 2019. On June 18, 2019, Rosemead received two proposals in response to the RFP; WCS and Maricopa Landscapes Inc. On July 23, 2019, Rosemead City Council approved a five-year contract (Attachment "C") with WCA for tree trimming services. WCA has agreed to allow the City of San Fernando to "piggyback" on its bid to the City of Rosemead by offering the same rates (Attachment "D") to San Fernando. The City of Rosemead included "Cooperative Purchasing" language (Attachment "E") in its RFP allowing cities to piggyback off any approved contract it entered into for tree

Consideration to Approve a Professional Services Contract with West Coast Arborists, Inc. for City-Wide Tree Maintenance ServicesPage 3 of 3

maintenance services.

The primary unit of measure utilized in analyzing a tree maintenance contract is the unit price for “grid trim.” The City currently pays a grid trim unit price of \$79 per tree. Under the new price schedule (Attachment “F”), the cost will be \$70 per tree, which represents an 11.47 percent decrease. Staff will explore using the savings to increase annual tree-trimming and stump grinding activity. The term of the proposed agreement is three years with two one-year options, in an amount not-to-exceed the annual fiscal year budget appropriation.

WCA is a 47-year old firm that specializes in providing professional tree maintenance and management services for public agencies. Currently, WCA provides services to over 270 municipalities and public agencies throughout Californian and Arizona. Since beginning work in the community, WCA has routinely demonstrated the requisite job knowledge, experience, and qualifications to perform tree maintenance services.

BUDGET IMPACT:

Funds are budgeted in the Public Works Department operating budget for tree maintenance services. For the FY 2019-2020 Adopted Budget, \$100,000 was appropriated in Fund 11 (Gas Tax) for tree maintenance services and coincides with the dollar amount for the first year of new contract with WCA. Under the current contracted price of \$79 per tree, the City is able to trim approximately 1,265 of the total 6,122 trees each year (4.8 year cycle). If approved, the new contract price of \$70 per tree will enable to the City to trim approximately 1,430 of the total 6,122 trees each year (4.3 year cycle).

CONCLUSION:

It is recommended that the City Council approve a contract with WCA for city-wide tree maintenance services and authorize the City Manager to execute the contract.

ATTACHMENTS:

- A. Contract No. 1927
- B. City of Rosemead RFP
- C. City of Rosemead Contract
- D. WCA City of Rosemead Rates
- E. Cooperative Purchasing Section from City of Rosemead RFP
- F. Proposed Price Schedule



ATTACHMENT "A"
CONTRACT NO. 1927

PROFESSIONAL SERVICES AGREEMENT

West Coast Arborists, Inc. CITY-WIDE TREE MAINTENANCE SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19TH day of August 2019 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and West Coast Arborists, Inc., a California Corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
 - 1.2 **TERM:** This Agreement shall have a term of THREE (3) YEARS commencing from September 1, 2019. Upon the conclusion of the Term, the City has the option to renew this Agreement for a maximum of TWO (2) ONE-YEAR Extensions, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
 - 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the price schedule which is attached as Exhibit "B" (hereinafter, the "Approved Price Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the dollar
-

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amount appropriated for services at the beginning of each fiscal year (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Herminio Padilla, Area Manager to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR 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 CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR 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 CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR 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. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'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 CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR 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 CONTRACTOR or on CONTRACTOR'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 CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR 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 CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR or under CONTRACTOR's strict supervision.

PROFESSIONAL SERVICES AGREEMENT

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CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'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 CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR 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. CONTRACTOR'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, CONTRACTOR 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 CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers,

PROFESSIONAL SERVICES AGREEMENT

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employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOR 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: CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR'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 CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR 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 CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR 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, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if**

PROFESSIONAL SERVICES AGREEMENT

City-Wide Tree Maintenance

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requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR 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. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR 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 CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations

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City-Wide Tree Maintenance

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

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR 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 CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR 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

PROFESSIONAL SERVICES AGREEMENT

City-Wide Tree Maintenance

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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. CONTRACTOR 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 CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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 CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely

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perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'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) CONTRACTOR'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 CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'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 CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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

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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 CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR 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, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

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

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

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VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR 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. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR 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 CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR 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. CONTRACTOR 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: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR 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:

CONTRACTOR:

West Coast Arborist, Inc.
2200 East Via Burton Street

CITY:

City of San Fernando
Public Works: Street/Trees Division

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Anaheim, CA 92806
Attn: Patrick Mahoney, President
Phone: (714) 991-1900
Fax: (714) 956-3745

120 Macneil Street
San Fernando, CA 91340
Attn: Public Works Superintendent
Phone: (818) 898-1293
Fax: (818) 898-3221

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR 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 CONTRACTORS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, 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

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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

PROFESSIONAL SERVICES AGREEMENT**City-Wide Tree Maintenance**Page 16 of 17

or written, or entered into between CITY and CONTRACTOR 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 CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT**City-Wide Tree Maintenance**

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

CITY OF SAN FERNANDO**West Coast Arborist, Incorporated
2200 East Via Burton Street
Anaheim, CA 92806**

By: _____

Nick Kimball, City Manager

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Rick R. Olivarez, City Attorney

MAYOR:
MARGARET CLARK

MAYOR PRO TEM:
SANDRA ARMENTA

COUNCIL MEMBERS:
SEAN DANG
POLLY LOW
STEVEN LY



City of Rosemead

8838 E. VALLEY BOULEVARD P.O BOX 399

ROSEMEAD, CALIFORNIA 91770

TELEPHONE (626) 569-2100

June 4, 2019

To: Qualified and Interested Consultants

**SUBJECT: REQUEST FOR PROPOSALS (RFP NO. 2019-09)
FOR COMMUNITY TREE MAINTENANCE SERVICES**

Dear Contractor,

The City of Rosemead is soliciting Proposals from qualified firms for care and maintenance of our Community Street and Park Trees and to provide additional services as requested using related equipment by duly trained and qualified personnel.

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit four (4) copies of their Proposals no later than 10:00 AM on June 18, 2019 to:

Robert Chavez
Public Works Manager
City Clerk's Office
City of Rosemead
8838 E. Valley Boulevard
Rosemead, California 91770

If you have any questions, please contact:

Name: Robert Chavez
Title: Public Works Manager
Email: rchavez@cityofrosemead.org

Late proposals will not be accepted.

Sincerely,

Robert Chavez

Robert Chavez
Public Works Manager
City of Rosemead

REQUEST FOR PROPOSAL & SPECIFICATIONS

I. GENERAL INFORMATION

The City of Rosemead, CA is soliciting Requests for Proposals from qualified firms to provide services for maintenance, GPS tree inventory, removal and replacement of trees, as needed, within the City's Community Forest. The City has approximately 7,000 street and park trees that comprise its Community Forest.

The purpose of this maintenance contract is to provide the City with the best possible tree care to maintain the City's Community Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected firm will work closely with the City staff to insure the most appropriate care and maintenance of the City's Community Forest with sensitivity to the City, its residents and visitors.

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the contract. The City shall preserve the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the lowest bidder. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Community Forest. There will be no subcontracting allowed.

The Contractor, at the City's direction, shall perform tree, and other woody plant maintenance, removal & occasional replacement services in accordance with the statement of work described herein and all applicable American National Standards Institute (ANSI) and International Society of Arboriculture (ISA) standards at various sites. The work performed on this contract as directed by City staff (including watering, pruning, removal, plant health care and replacement of trees and plants, GPS tree inventory collection and software usage and arborist consulting services) is routine, recurring and usual. The rates included in the Cost Proposal are based on prevailing wage determination "Tree Maintenance Laborer". Additionally, all vendors will be required to be pre-registered with the Department of Industrial Relations (DIR). All work will require a submission of certified payroll records to the DIR.

Performance Bond and Payment (Labor and Materials) Bond Requirements. Within the time specified in the Contract Documents, the Contractor to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Contract Award. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the amount of the Total Compensation indicated in the Maintenance/General Services Agreement.

The City, at its option and with Contractor concurrence, may renew this contract for additional five-year periods, in one-year increments, on the same terms and conditions as provided herein. This option may be exercised only if the Contractor demonstrates superior performance in the

provision of tree maintenance services during the prior five-year contract term, assuming all of the annual renewal options were awarded.

City is solely and actively responsible for the selection of trees to be maintained and the designation of the type and timing of the work to be performed. Contractor agrees to indemnify, hold harmless and defend, City its officials, officers, employees, and agents from any and all liability or financial loss, including but not limited to, legal expenses, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury and arising solely from any wrongful or negligent acts or omissions of Contractor, including its officers, agents, employees, subcontractors, or any person employed by Contractor in the performance of this agreement.

INSURANCE

Required Insurance Policies. Without limiting Contractor's indemnification of the City and prior to commencement of work, the Contractor shall obtain, provide, and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- a. Comprehensive General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$20,000,000 per occurrence, \$25,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- b. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Contractor be a sole proprietor, the Contractor will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.
- c. Professional Liability. (errors and omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity

date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- d. Automotive Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

Insurance Deductibles and Self-insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City, its officers, officials, employees, agents and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

Other Insurance Provisions. For any claims related to this project or service, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess to the Contractor's insurance and shall not contribute with it. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code 0 27882(b). General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- b. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- c. Each insurance policy required by this clause shall be endorsed to state that the City shall receive not less than thirty (30) days' prior written notice

of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of any policies of insurance required hereunder.

- d. Requirements of specific coverage features, or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- e. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of noncompliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- f. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officials, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- e. Additionally Insured Status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents shall be additional insured under such policies. The provision shall also apply to any excess liability policies.
- f. Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by Contractor, its agents, representatives, employees, subcontractors or subconsultants.
- g. City's Rights of Enforcement of Contract Provisions. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- h. City's Right to Revise Requirements. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change.

If such changes results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's Compensation.

Insurance Rating. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Original Certificates and Amendatory Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by the City. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Additional Insurance. Further, Contractor shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

TREE MAINTENANCE SERVICES COMPANY SELECTION PROCESS/CRITERIA

The City will evaluate, and rank proposals based on selection criteria. Any proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a proposal may be waived. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Contract. Information contained in the proposal should provide information for the City to evaluate the company on the following criteria, listed in relative order of importance, including:

- Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.
- Demonstration of exceptional ability to provide a high level of quality service standards under similar conditions to institutions, private or public of similar size and area requirements.
- Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness.
- Ability to mobilize and abate as directed by City staff in a timely fashion.
- Proven competencies in the effective and efficient use of natural resources, implementation of best management practices.
- Policies that provide highly trained, competent staff at every level of the organization.
- Demonstration of a high level of stability and long-term high-quality performance of the Contractor.
- Contractor must provide a copy of the most recent experience modification worksheet issued to them by the California Workers' Compensation Bureau (WCIRB). Safety ratings over 125 will not be accepted.
- Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require

constant supervision by the City. Demonstrate the ability to electronically track inventory, pruning, asset inventory, and removals and replacements.

II. SELECTION PROCESS

The process will adhere to the current City Administrative Regulation for the award of contracts. Each bid will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualification submissions. All applicants will be notified as to the results of this evaluation. The evaluation criteria used in the selection process includes, but is not limited to, the following:

- | | | |
|----|---|-----------|
| A. | REFERENCE EVALUATION | 15 Points |
| | 1. Current contract work experience | |
| | 2. References from neighboring Cities | |
| | 3. Letters of reference | |
| B. | CORPORATE CAPABILITY | 15 Points |
| | 1. Qualifications and experience of staff | |
| | 2. The ability of the firm to provide the proper insurance coverage | |
| | 3. Financial ability of the firm to provide services to the City | |
| | 4. Licensing required to perform various tree maintenance services | |
| C. | SERVICES OFFERED TO THE CITY | 15 Points |
| | 1. Proposed program | |
| | 2. Detailed list of services | |
| | 3. Ability to supply services | |
| D. | FACILITY AND EQUIPMENT EVALUATION | 5 Points |
| | 1. Equipment maintenance facility | |
| | 2. List of equipment | |
| | 3. Aerial device certification | |
| E. | INFORMATION MANAGEMENT | 10 Points |
| | 1. Tree inventory references | |
| | 2. Method for completing and updating the tree inventory | |
| | 3. Inventory software provided to the City | |
| | 4. Technical support for software and data management | |
| F. | COMMUNITY PARTNERSHIP | 5 Points |
| | 1. Letters of reference | |
| | 2. Organizational memberships | |
| G. | QUALITY CONTROL PLAN | 5 Points |
| | 3. Ability to recommend and meet project expectations | |
| | 4. Types of pruning | |
| | 5. Safety record: Experience MOD worksheet | |
| H. | EMPLOYEE TRAINING | 5 Points |
| | 1. Safety training | |
| | 2. Customer service and arboricultural training | |
| | 3. Required ISA and DPR credentials on staff | |

- I. SCHEDULE OF COMPENSATION 15 Points
 - 1. Variety of work types and services offered
 - 2. Evaluation of the firm's fee schedule
- J. QUALITY AND COMPLETENESS OF PROPOSAL 10 Points
 - 1. Relevance and Conciseness of Bid Proposal and Statement of Qualifications

III. REQUIRED QUALIFICATIONS

Award will be made to the firm who best meets the City's requirements and who offers the most advantageous combination of low price and highest qualifications for the all criteria described in this document. All firms submitting bid proposals must hold a valid State California C-27 and a C-61/D49 Contractor's License. Both licenses must be in good standing for the previous seven (7) consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs. Additionally, this contract requires a valid California State Pest Control License.

Contractor shall have OSHA certification of aerial equipment to be used throughout the term of this project. Both provisions shall be provided with the submission of bid proposals.

A cover letter describing all persons that will be performing the work outlined in the contract. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing a manager who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English-speaking supervisor who can receive and carry out instructions given by proper authorities.

The Contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the contract, which may be delivered to said party or his representatives on the work.

Contractor should have at least eight (8) similar and separate California municipal multi-year tree maintenance contracts which have been successfully completed within the last seven (7) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with bid submission). These projects must also include work in tree inventory(ies). The proposal shall include a detailed description of their proposed inventory program along with sample reports.

At the time of award, the successful bidder must have staff that includes Certified Crane Operator(s) as recognized by National Commission for the Certification of Crane Operators (NCCCO), ISA Certified Arborist on staff, ISA Certified Tree workers on staff, ISA Tree Risk Assessment Qualified Arborist on staff, ISA Board Certified Master Arborist on staff, DPR Licensed Pest Control Advisor and DPR Licensed Pest Control Applicators on staff, ATSSA Certified Traffic Control Technician and Designer on staff. Wildlife Awareness trained personnel on staff.

Contractor should have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful Contractor shall be required to comply with this quality control throughout the term of the contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any construction contract.

Submitted By: _____
Name must correspond with the Contractor's License

_____ Corporation _____ Partnership _____ Individual _____ Joint Venture

If a corporation, under the laws of what State is it organized? _____
 California Regional Office (s): _____

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

- A. How many years' experience in construction work under current organization?
 (a) As a General Contractor? _____ From 19__ to 20__
 (b) As a Subcontractor? _____ From 19__ to 20__
- B. Provide the following information as to contract experience with public entities or governmental agencies ONLY, within the past five (5) years of similar size and scope of work. If none, write "NONE" on the chart.
- C. Have you or your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES ____ NO _____. If so, indicate the name of each Owner, dates, and the circumstances.
- D. Have you or your company been denied an award of Contract notwithstanding submission of the lowest responsive bid? YES ____ NO _____. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

E. Has your company been assessed liquidated damages by any Owner? YES ____ NO _____. If so, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.

F. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES ____ NO _____. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

G. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES ____ NO _____. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

H. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES ____ NO _____. If so, state the circumstances including the reason for submittal of false material.

I. Is your company currently asserting against any Owner any construction claim (s) in excess of \$100,000.00, or has your company made such claim (s) against any Owner?

YES ____ NO _____. If so, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of such claim, the present status of such claim, the date of resolution of such claim if resolved, and the amount and method by which such claim was resolved, if resolved.

J. Is your company currently a party against any Owner in any litigation pertaining to any construction project, or has your company been a party to such litigation?

YES ____ NO _____. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

K. List the Experience Modification Rate (EMR) issued to your firm annually by the Workers' Compensation Insurance Rating Bureau (WCIRB) worksheet. Beginning with the most recent year (Year _____) please insert the EMR rate issued by the WCIRB. If the total average rate for these three recent years is equal or greater than 125%, then the Contractor will be disqualified.

YEAR 2018: EMR: _____

YEAR 2017: EMR: _____

YEAR 2016: EMR: _____

L. Has a government entity ever debarred disqualified, removed, suspended, or otherwise prevented you or your firm from bidding on, contracting, or completing a construction project? YES ____ NO _____. If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

M. Has a government entity ever rejected your firm's Bid or Proposal on the ground that you or your firm is a "non-responsible" bidder or proposer? YES ____ NO _____. If YES, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that you firm was a "non-responsible" bidder. Attach additional sheets as necessary.

N. In the past five (5) years, have you ever or any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement? YES ____ NO _____. If YES, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

O. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion? YES ____ NO _____. If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

IV. SUBMITTALS

Firms wishing to have their bid proposals considered for this project shall submit the following, as a minimum:

- A. A Statement of firm's qualifications applicable to this project, including the following:
 - 1. State of California Contractor's License number and expiration date, C-27 & C61/D-49 and California Pest Control License.
 - 2. Names, staff qualifications and proposed duties of staff to be assigned to this project. The firm shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of the project as well as a full-time English-speaking Site Supervisor, who is an ISA Certified Arborists, capable of communicating with any City representative and be authorized to act on behalf of the firm
 - 3. List of staff minimum qualifications required:
 - a. All ISA Certified Arborists employed by the firm.
 - b. All ISA Certified Utility Arborists employed by the firm.
 - c. All ISA Certified Municipal Specialists employed by the firm.
 - d. All ISA Certified Tree workers employed by the firm.
 - e. All ISA Certified Urban Foresters employed by the firm.
 - f. All ISA Board Certified Master Arborists employed by the firm.
 - g. All Utility Line Clearance Tree workers employed by the firm.
 - h. California State Licensed Pest Control Advisor and Applicator employed by the firm.
 - i. American Society of Consulting Arborists (ASCA) Registered Consulting Arborist employed by the firm to consult on tree health issues.
 - j. Technicians providing technical support for inventory software.

- k. Traffic Control Design Specialist(s) and Traffic Control Technician(s) in accordance with the American Traffic Safety Services Association (ATSSA).
 - l. NCCCO licensed crane operators license employed by the firm.
- 4. References
- 5. Corporate Capability
 - a. Affirmative statement of compliance with indemnity and insurance.
 - b. All licensing required to complete job.
- 6. Services to be Performed
- 7. Equipment
 - a. A complete list of machinery and equipment, including year, serial number and license number, to be used specifically for this project and all available equipment in reserve to allow for breakdowns. All equipment must in good working order; and shall be maintained and operated in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements. Must include high range aerial lift trucks capable of reaching 95ft, 15-ton crane and operational mobile Wood Mill.
- 8. Information Management
 - a. A written description of the proposed software program to be used to manage the City's Tree Inventory and firm's ability to provide accurate inventory updates for all trees serviced.
 - b. A statement describing the firm's ability to provide data for the City's Geographic Information System (GIS).
- 9. Quality Control Plan
 - a. A written description of the firm's plan to report green waste generated and the method for its disposal. Must include an urban lumber plan for recycling certain species of trees to be milled into lumber.
 - b. A written description of methodology to be used for notifying residents prior to commencement of tree work. (Door hangers are permitted in the City.)
 - c. The methodology in which the firm will handle complaints from the public and damage to public and private property.
 - d. Effective means to correct problems.
 - e. The means the firm will use for completing the project.
- 10. Employee Training & Safety Plan
 - a. A written description of the firm's internal tree maintenance and arboricultural training program.
 - b. Contractor must submit safety procedures with bid, regarding the company's Injury and Illness Prevention Program (IIPP.)
 - c. Contractor must provide copies of their Experience Modification Rating ("EMR") worksheets issued to the Contractor by the California State Worker's Compensation Insurance Rating Bureau (WCIRB) for each of the calendar years 2013, 2014 and 2015.
 - d. Submitted Proposal must include the required "Contractor's Organization Statement and Performance History" forms and "Contractor's Industrial Safety Record" found within this document.

11. Project Plan – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Describe in detail how you would achieve a 4-5-year grid pruning cycle / inspection program and how do you assure that the trees that got pruned in prior years are not getting pruned again. Include tree management approach, priorities and the discussion of methodologies.
12. Schedule of Compensation

V. PROJECT SPECIFICATIONS

It shall be understood that the Contractor will be required to perform and complete the proposed landscape and/or tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City’s requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City;

1. Tree pruning
2. Tree removal
3. Tree planting
4. Crew rental
5. Emergency response
6. Line clearance pruning
7. Clearance pruning
8. Grid pruning program (Ex. 5-year pruning cycle)
9. Tree watering
10. Small tree care
11. Palm trunk skinning
12. Root pruning
13. Specialty equipment rental
14. Arborist services/inspection
15. Foliar and pesticide treatments
16. Data entry
17. Webpage development
18. Additional work
19. Qualifications
20. GPS Tree inventory
21. Online maintenance access*

* Online maintenance is defined as Internet access to an Urban Forestry Management tool for GPS tree inventories that includes work order tracking, ability to send work requests including but not limited to maintenance recommendations, tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

A. ANNUAL PRUNING PROGRAM

At the direction of the City, the tree pruning will be done per pre-designed districts along street segments, grids or prune routes on a set cycle to include all trees large and small. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning

Standards (Best Management Practices), the ANSI A300 Standards and City Maintenance Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the 5-year contract period. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower). Service request pruning or pruning to reduce and/or pruning to restore will fall under Crew Rental.

B. INSPECTION OF HAZARDOUS CONDITIONS

At the City's direction, trees shall receive routine maintenance and periodic inspections at the direction of the City administrator. The Contractor is not to inspect, monitor or maintain trees unless given clear direction from City administrator. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards can be discovered through both routine pruning work or through other forms of inspection. The City shall direct contractor or city staff to correct hazards in a timely manner. All work history should be recorded within cities tree inventory management program.

C. TREE INVENTORY

At the City's direction, the Contractor will provide to the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. Additionally, program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract.

At the City's direction, the Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Condition, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Tree Inventory

At the City's direction, contractor will provide the City with a Global Positioning System (GPS) tree inventory collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, green spaces, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and in the software, which will

enable you to connect the inventory to the City's GIS program and create various frequency reports.

A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. Contractor shall be required to create an ESRI ArcView/ArcGIS compatible "shape file". The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The consultant's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of ArcView. Minimum accuracy shall be not more than one (1) submeter.

Mobile Application

Tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application shall include the following minimum requirements.

- Mobile application must be compatible with Android systems.
- Mobile application must be usable for precision mobility view as user moves through canopied areas.
- Mobile application must include multiple layering feature including aerial imagery and street names.
- Mobile application must display tree icons based on precise GPS coordinates.
- Mobile application must be able to illustrate live work history records.
- Mobile application must allow a function that permits live data updates.
- Mobile application must be updated as new work records are modified.

2. Experience

The Contractor shall have at a minimum five (5) years of experience in collecting tree inventories for cities and other public agencies and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to our needs. The user-friendly program should allow customers to generate a variety of reports quickly. List at least five (5) completed tree inventories for California municipalities within the last five (5) years.

The Contractor must show, through documentation by records of past performance and references the Proposer's involvement in Arbor Day events,

educational outreach efforts and helping agencies maintain their Tree City USA status.

3. Scope of Work

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value
- Recommended Maintenance
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk damage

4. Technical Support and Maintenance

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

VI. PROJECT SPECIAL PROVISIONS

This project may consist of tree pruning, traffic clearance pruning, and palm pruning as specified in the Project Special Provisions Contract Documents and/or Requests for Bid Proposal. All pruning methods shall comply with the.

A. DEFINITIONS

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City is intended unless otherwise stated. As used herein,

“provide” shall be understood to mean “provide complete”, in total. The word “site” as used hereinafter shall be understood to mean the location receiving the service. The use of the word “Contractor” shall be held to mean the Contractor, and/or any person employed by them and working under this contract.

B. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's administrator shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

C. STANDARDS

Prior to beginning the work, the Contractor shall review with the City administrator various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M., depending on city ordinances.

All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

1. Grid Tree Pruning

At the direction of City staff, tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees regardless of size. Pruning will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

(a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

(b) Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.

- (c) Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Contractor’s personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- (f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) Topping shall not be done unless specifically requested by the City.
- (j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2” or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- (k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.
- (l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

- (m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (n) Heading cuts and/or topping will not be allowed without city approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Clearance

As directed by city staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed in the Contract Documents Special Provisions in a manner selected by the Contractor and approved by the City staff and in accordance the following:

- a. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City administrator. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.
- b. Palm Skinning (additional service & cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs

(cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

4. Aesthetic and/or Service Request Tree Pruning

As directed by City staff, trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Pruning will include structural pruning, crown raising, crown cleaning and crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and seven (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

It is the City's intent to allow residents to request and pay for additional work (to City-owned trees only) through the City and this contract on an individual request basis. Any additional work will be authorized and directed by the City using prices as listed in this contract for supplemental work.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

5. Tree Removals

After the City determines that a tree requires removal, the City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City Staff shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of city staff. No wood shall be left along public right-of-way unless approved by the City staff. All tree parts are to be loaded into transport

vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

6. Tree Planting

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- (a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- (b) The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- (c) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- (d) Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.

- (e) Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- (f) Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- (g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- (h) Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- (i) In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- (j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- (k) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.
- (l) All newly planted trees are to be watered for the next 8 weeks at least once a week for an establishment period.

7. Crew Rental

The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. As directed by City staff, trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

8. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

9. Line Clearance Pruning

During the course of this contract the Contractor may be required to perform utility line clearance pruning as directed by City staff in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, Qualified line clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work sh be Line Clearance Qualified Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

10. Tree Watering

Watering is performed by a one-man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

11. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

12. Arborist Services

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for

the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

13. Citywide Tree Risk Survey

At the city's request the vendor will be required to provide an annual or bi-annual tree risk survey. This survey will be performed in limited visual assessment method. The city will identify the location and / or selection criteria of the trees to be assessed. The trees assessed will be documented from a drive-by perspective. All trees discovered having obvious significant defects or other conditions of concern will be documented for follow-up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the cities direction.

14. Plant Health Care

At the direction of the city the vendor shall be required to provide plant health care services including but not limited to the following; spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor in accordance with the Department of Pesticide Regulations.

PESTICIDE USAGE AND REPORTING

1. Contractor shall submit Pesticide Usage Report(s) to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment.

a) Report(s) will provide all information needed, and in a format sufficient for all annual reporting, including IPM and NPDES.

2. City IPM Policy encourages use of the least toxic pesticide required for effective control of a given pest.

PESTS AND DISEASES

1. All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.

2. All trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer or other high priority pests/ pathogens as determined by the County. Contractor shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

3. Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as much off site.
4. No additional charges for disinfection or special handling shall be allowed.

PESTICIDE TREATMENT OF TREES

1. Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.
2. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.
3. The following are pesticides that may be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback and other pests. This list is not all inclusive or exhaustive.

- a) Propiconazole
- b) Tebuconazole
- c) Thiabendazole
- d) Emamectin benzoate
- e) Imidacloprid
- f) Dinotefuran
- g) Bifenthrin
- h) Carbaryl

D. TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employ staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

E. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved “No Parking” signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

F. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day’s scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight when feasible. Contractor’s equipment may be stored overnight, with advance approval, in the City yards; however, the City will not be responsible for security of Contractor’s equipment.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or other authorized representative shall be the sole judge as to the adequacy of the cleanup.

G. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor’s operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:
Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.
2. Wood Chips:
 - a. Chips generated from pruning operations within the City may first be dumped at a City designated site.
 - b. At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.
3. Milling (additional service & cost):
At the direction of the City, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

H. PARKING

The City will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract. The vendor will hold the City harmless and release the City of liability as a result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

I. INVOICE

Contractor shall be required to submit invoices on a bi-monthly basis. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

J. INSPECTIONS

The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

K. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.
2. Claims filed, or reasonable evidence indicating probable filing of claims.
3. A reasonable doubt that the contract can be completed for the balance unpaid.

L. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The City may modify these specifications with the joint approval of the Contractor and the City Purchasing Agent. All modifications shall be in writing.
2. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

M. COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that “piggy-backs” on any negotiated contract between the City and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

N. CLARIFICATION OF SPECIFICATIONS

If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City Purchasing Agent for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City Purchasing Agent receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a set of bid documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

COST PROPOSAL

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Pruning (by Grid)

Price per tree to Prune by Grid \$ _____

Grid tree pruning is based on tree pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Trees are not excluded from the Grid.

Tree Pruning (by Block)

Price per tree to Prune by Block \$ _____

Block tree pruning consists of pruning trees along a block segment or “run” as designated by the City. This is different from “Grid Pruning” where all trees are prune (small, medium and large-sized) within a grid or district.

Aesthetic or Service Request Pruning

0” - 6” Diameter Standard Height	\$ _____
7” - 12” Diameter Standard Height	\$ _____
13” - 18” Diameter Standard Height	\$ _____
19” - 24” Diameter Standard Height	\$ _____
25” - 30” Diameter Standard Height	\$ _____
31” - 36” Diameter Standard Height	\$ _____
36”+ Diameter Standard Height	\$ _____

Crown Raise/Clearance Prune Hardwood tree

0” - 6” Diameter Standard Height	\$ _____
7” - 12” Diameter Standard Height	\$ _____
13” - 18” Diameter Standard Height	\$ _____
19” - 24” Diameter Standard Height	\$ _____
25” - 30” Diameter Standard Height	\$ _____
31” - 36” Diameter Standard Height	\$ _____
36”+ Diameter Standard Height	\$ _____

Palm Tree Trimming:

Prune Date Palm (Phoenix spp.)	\$ _____
Clean Trunk for Date Palm (Phoenix spp.) per linear foot	\$ _____
Prune Fan Palm (Washingtonia spp.)	\$ _____
Clean Trunk for Fan Palm (Washingtonia spp.) per linear foot	\$ _____
Prune all other Palm Species	\$ _____
<u>Tree Removal – (per inch)</u>	
Tree & Stump removal per dia. inch 0-24” dbh	\$ _____
Tree & Stump removal per dia. inch over 25” dbh	\$ _____
Stump grinding per stump diameter inch at grade	\$ _____
<u>Tree Planting – (per tree)</u>	
Tree planting includes tree, stakes, ties, and labor.	
15-gallon tree	\$ _____
24-inch box tree	\$ _____
36-inch box tree	\$ _____
<u>Tree Watering (per hour)</u>	
Watering of young trees includes water truck & operator-per hour	\$ _____
<u>Milling Cost – (per board foot)</u>	
Milling Lumber per Board Foot	\$ _____
<u>Root Pruning – (per linear foot)</u>	
Per foot of roots pruned	\$ _____
<u>Root Barrier Installation – (per linear foot)</u>	
Per foot of root barrier installed	\$ _____
<u>General Labor Rates – (per man hour)</u>	
3-man crew with equipment	\$ _____
<u>Day Rate Service Crew - (per man hour)</u>	
Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer & 1 Ground person	\$ _____
<u>Specialty Equipment Hourly Rate – (per hour)</u>	
Crane	\$ _____
95-foot aerial tower	\$ _____
Loader or Bobcat	\$ _____

Emergency Services – (per hour)

Emergency response services per man hour:

During normal business hours (Mon-Fri 7am to 4pm)

\$ _____

After hours, weekends &/or holidays

\$ _____

General Arborists Services – (per hour)Unit Price in Figures

Written Arborist Reports

\$ _____

Resitograph testing

\$ _____

Ground Penetrating Radar

\$ _____

Air spade Services

\$ _____

Fumigation Services

\$ _____

Fertilization Services

\$ _____

Level 1,2 and 3 Risk Assessments

\$ _____

Soil Testing / Soil enhancements

\$ _____

Citywide tree risk survey (Per Tree)

\$ _____

GPS Tree Inventory – (per 1000 tree sites)

Cost per 1000 tree sites collected including vacant sites

\$ _____

PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level per diameter inch

\$ _____

Tree Canopy Spraying from aerial tower per diameter inch

\$ _____

Description: Foliar hydraulic spraying of recommended material.)

Insecticide or Fungicide Trunk Banding per diameter inch

\$ _____

Description: Trunk spray of recommended material.

PGR Trunk Banding per diameter inch

\$ _____

Description: Trunk spray of recommended material to regulate plant growth.

Insecticide or PGR Soil Application (Cambistat) per diameter inch \$ _____

Description: Recommended insecticide soil injection or drench material to regulate plant growth.

Insecticide or Fungicide Soil Application per diameter inch

\$ _____

Description: Soil applied drench of recommended material.

Soil Injection Fertilization per diameter inch

\$ _____

Description: Soil applied injection of recommended material.

Soil Drenching Fertilization per diameter inch

\$ _____

Description: Soil application of recommended material.

Trunk Injection (Insecticide/Miticide) per diameter inch

\$ _____

Description: Trunk injected recommended material.

Trunk Injection (Fungicide) per diameter inch \$ _____
Description: Trunk injected recommended material.

Trunk Injection (Insecticide & Fungicide Combo) per diameter inch \$ _____
Description: Combination of one-time trunk injection of two recommended materials.

Avermectin Class Insecticide Injection per diameter inch \$ _____
Description: Recommended trunk injection of Enamectin benzoate active ingredient.

**CITY OF ROSEMEAD
AGREEMENT FOR MAINTENANCE SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20____ by and between the City of Rosemead, a municipal corporation of the State of California, located at 8838 E. Valley Blvd., Rosemead, California 91770, ("City") and [insert Name of Company], a [insert type of entity - corporation, partnership, sole proprietorship or other legal entity] with its principal place of business at [insert address] (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing [insert type of services] services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the [insert Name of Project] ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [insert type of services] maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [insert start date] to [insert ending date], unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other

[insert Name of Company]
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established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor 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, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates [insert Name or Title], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [insert Name or Title], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods,

[insert Name of Company]

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techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached to and part of this agreement.

[insert Name of Company]

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3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

[insert Name of Company]

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3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C attached hereto and incorporated herein by reference. The total compensation shall not exceed [insert written dollar amount] (\$[insert numerical dollar amount]) without advance written approval of City's project manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

[insert Name of Company]

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3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have

[insert Name of Company]

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been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

[Insert Name]

[Insert Address]

[Insert City, State zip]

Attn: [Contact Person]

CITY:

City of Rosemead

P.O. Box 399

Rosemead, CA 91770

Attn: [Insert Name & Department]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's 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 attorney's fees and all other costs of such action.

[insert Name of Company]

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3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this

[insert Name of Company]

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Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. 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.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; 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.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, 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.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action

[insert Name of Company]

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Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[signatures on next page]

[insert Name of Company]

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CITY OF ROSEMEAD

[INSERT NAME OF CONTRACTOR]

By: _____

Gloria Molleda
City Manager

By: _____

Name: _____

Attest:

Title: _____

Ericka Hernandez
City Clerk

[If Corporation, TWO SIGNATURES, President
OR Vice President **AND** Secretary, **AND**
CORPORATE SEAL OF CONTRACTOR
REQUIRED]

Approved as to Form:

Rachel Richman

By: _____

Name: _____

City Attorney

Title: _____

EXHIBIT A

SCOPE OF MAINTENANCE SERVICES

[insert scope]

SAMPLE

EXHIBIT B

SCHEDULE OF MAINTENANCE SERVICES

[\[insert schedule\]](#)

SAMPLE

EXHIBIT C

COMPENSATION

[insert rates & authorized reimbursable expenses]

SAMPLE

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$_____ per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or selfinsured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial

additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



**TREE MAINTENANCE SERVICES AGREEMENT
(COMPANY NAME)**

1. PARTIES AND DATE

This Agreement is made and entered into this _____ by and between the City of Rosemead, a municipal organization organized under the laws of the State of California with its principal place of business at 8838 E. Valley Blvd., Rosemead, California 91770 ("City") and COMPANY NAME with its principal place of business at BUSINESS ADDRESS ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Tree Maintenance Services to public clients, is licensed in the State of California and is familiar with the Services required by the City.

3. TERMS

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply Tree Maintenance Services ("Services") to the City of Rosemead. The Services, or scope of work are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. Unless earlier terminated in accordance with Section 3.5.1 of this Agreement, the Term of this Agreement shall be for a period of two (2) years, with option for renewal for two (2) one-year periods, on an annual basis, based on the Contractor performance. The Term shall commence after City Council approval, upon receipt and approval of all required bonds and insurance and final execution of the Agreement by both parties, hereby set on: _____.

COMPANY NAME

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New additional Tree maintenance needs, as developed or assumed by the City, may be added to the maintenance Agreement. Such additional scope of work will be considered change orders to the initial Agreement, and the value will be based on unit prices provided in Exhibit B, if applicable, and/or negotiated between the two parties of the Agreement.

In compliance with all terms and conditions of this Agreement, Contractor shall perform the Tree Maintenance Services specifically described in, and in compliance with the requirements of Exhibit A (Scope of Work). The City shall have the right to alter the frequency of maintenance as necessary to ensure highest industry standards of maintenance, as long as the total hours required performing the work remains the same. Maintenance of areas can be substituted at the request of City as long as the total hours required performing the work remains the same. Maintenance unit prices and costs are contained in Exhibit B (Bid Unit Prices). All of the Exhibits are considered to be a part of, and incorporated into, this Agreement by reference.

As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For the purpose of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor 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, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement and with the optimum regularity to ensure that the City trees remain healthy, aesthetically pleasing, and safe for both the motoring and pedestrian public. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with an established

COMPANY NAME

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maintenance schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed by the Contractor at the request of the City.

3.2.5 City's Representative. The City hereby designates the Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Mr./Ms. Area Managers Name as its designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/ her 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 Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care, Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including

COMPANY NAME

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a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Contractor and shall not be re-employed to perform any of the Services or to work as part of this Agreement.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this agreement.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

COMPANY NAME

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3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed IN WORDS Dollars (NUMERICAL) per year, as per the fee schedule submitted as part of the Contractor proposal (Exhibit B). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement (Exhibit B), or based on mutual agreement in case that extra work is not included in Exhibit B.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the work, but which the parties did not reasonably anticipate to be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., and California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance". If the Services are being performed as part of an applicable "public works" or "maintenance", as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a

COMPANY NAME

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representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, upon thirty (30) days notice before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may be appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

COMPANY NAME

ADDRESS

CITY, STATE, ZIP CODE

Attn: Mr./Ms. Area Managers Name

CITY:

City of Rosemead

8838 E. Valley Boulevard

Rosemead, CA 91770

Attn: Public Works Director

Such notice shall be deemed made when personally delivered or when mailed,

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forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's 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 attorney's fees and all other costs of such action.

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3.5.6 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with Tree Maintenance Services.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise

COMPANY NAME

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specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. 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.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; 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.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or sub-contractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

LIST OF EXHIBITS

- **Exhibit A** **Scope of Work**
- **Exhibit B** **Bid Unit Prices and Amendment**
- **Exhibit C** **Insurance Requirements**

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CITY OF ROSEMEAD

COMPANY NAME

Gloria Molleda, City Manager_____
DateBy: _____
Date

By: _____

ATTEST:

Title: _____

Ericka Hernandez, City Clerk_____
Date

[If Corporation, TWO SIGNATURES, President
OR Vice President AND Secretary, AND
CORPORATE SEAL OF CONTRACTOR
REQUIRED]

APPROVED AS TO FORM:

By: _____
Date_____
Rachel Richman, City Attorney_____
Date

Name: _____

Title: _____

COMPANY NAME

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EXHIBIT A**SCOPE OF WORK**

The Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor will be required to perform the following tree maintenance activities at various sites throughout the City:

1. Tree inventory for City streets and parks
2. Master street tree plan
3. Citywide tree pruning and maintenance (including parkway and median trees, park trees, and City facilities trees)
4. Tree removal
5. Tree planting
6. Crew rental (as needed)
7. Emergency response (as needed)
8. Clearance pruning
9. Tree watering
10. Small tree care
11. Palm trunk skinning
12. Root pruning
13. Specialty equipment rental (as needed)
14. Arborist services/inspection
15. Data entry
16. Webpage development
17. Online maintenance access (i.e. Internet-based access to an Urban Forestry Management tool that include work order tracking, ability

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to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility (if applicable)

I. Annual Pruning Program

Contractor shall develop and propose to the City a recommended annual pruning program. Depending on the City's current and future pruning needs the recommended pruning schedule may require multiple crews to perform concurrently within the same time constraints

II. Tree Inventory

The Contractor will provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the Contract.

The Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

The Contractor shall provide to the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the Contract.

A. GPS Tree Inventory

Provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces and parks. This includes but is not limited to all publicly owned trees on street rights-of-way, parks and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates

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of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. The City shall receive a complete listing of all sites inventoried, both in hard copy and on software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports.

A GPS tree inventory shall be created with a new database using the City's standardized addressing system. Contractor shall be required to create an ESRI ArcView/ ArcGIS compatible "shape file". The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of ArcView. Minimum accuracy shall be within one (1) meter.

B. Training of City Staff

The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support. Contractor shall provide training to designated City staff during the hours of 7:00 A.M. to 5:00 P.M. Monday through Thursday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's inquiries in a timely manner.

III. Tree Trim Service Request

Contractor may need to provide service for trees prior to their regular and scheduled trim cycle in order to correct an immediate problem/ concern. Such request (s) shall be addressed and work completed within two (2) weeks

IV. Prohibition Against Transfer or Assignment

Contractor may not assign any right or obligation of this Agreement or any interest in the Contract without the prior written consent of City. Any attempted or purported assignment without consent of City shall be null and void. Contractor acknowledges that these provisions relative to assignment are commercially reasonable and that Contractor does possess special skills, abilities, and personnel uniquely suited to the performance of Contract services and any assignment of this Agreement to a third party, in whole or in part, could jeopardize the satisfactory performance of contract services. Contractor may not employ any subcontractors unless specifically authorized by City.

V. Project Special Provisions

This project may include of special tree pruning, traffic clearance pruning, and palm pruning as specified in this Contract.

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A. Work Quality

All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed and shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute.

The City of Rosemead shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

B. Standards

Prior to beginning the work, the Contractor shall review with the Public Services Superintendent various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M.

Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches ($3\frac{1}{2}$ ") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of City staff. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

Tool Sanitation - On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

COMPANY NAME

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1. Annual Tree Pruning

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- a. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements
- b. Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning
- c. Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work
- d. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. The Contractor personnel shall wear identifiable uniforms to identify them as employees of Contractor. The work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work
- e. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others, work is to immediately cease and the appropriate utility company notified. The work shall then commence in accordance with instructions from the utility company. The Contractor shall be responsible for appropriate notification of Underground Service Alert (USA) and shall make every effort to communicate and coordinate with City personnel regarding observed irrigation needs, landscaping needs, graffiti issues, etc.

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- f. No hooks, gaffs, spurs or climbers will be used for anything other than removals
- g. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth
- h. When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach
- i. Topping shall not be done unless specifically requested by the City
- j. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree
- k. Cut laterals to preserve the natural form and functional value of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than thirty (30%) percent
- l. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed
- m. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise
- n. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Street Signs, Traffic Lights and Utility Lines
During the course of this Contract, the Contractor may be required to perform utility line, street sign and traffic light clearance in

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conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work should be Line Clearance Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees that are around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree
- b. Cut to laterals (just outside the branch bark ridge and collar) to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks in a manner selected by the Contractor and approved by the City and in accordance with the following:

Palm Skinning - Dead fronds, and parts thereof, including stubs,

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shall be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches

4. Tree Removals

The City prepares a list of trees to be removed, marks trees, notifies homeowners and submits a list to Contractor. The Contractor shall call Underground Service Alert (USA) and prepare internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of at least eighteen (18") inches deep. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The Public Services Superintendent shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of the Public Services Superintendent. No wood shall be left along public right-of-way unless approved by the Public Services Superintendent. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by USA and the Contractor. The Contractor shall be required to call USA at least 48 hours before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding

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must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

5. Tree Planting – 24-Inch Box

Planting includes the tree, stakes, ties, root barrier, complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Contractor and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- b. The City will be responsible for marking locations and the Contractor shall notify USA prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

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- g. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one-third (⅓") and two-thirds (⅔) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty inches (24"-30") below grade.
- h. Trunk protectors as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- i. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be at least twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system.
- j. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- k. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1- 1996 Standards. Trees shall be free from pests, disease and structural defects.

6. Crew Rental

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

7. Emergency Response

The Contractor shall be required to provide emergency on-call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

COMPANY NAME

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Contractor shall be required to provide twenty-four (24) hour emergency phone number and names of contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the course of the Contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this Contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

8. Tree Watering

Watering shall be performed on newly planted trees that are three (3) years old and younger

9. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

10. Arborist Services

On occasion, the City requires independent tree evaluations including written reports. The Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

C. Traffic Control

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this Contract is in effect. The Contractor use certified Traffic Control Design Specialists and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA) and the Caltrans WATCH manual for traffic control.

Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to traffic. This is to include a high visibility arrow boards as necessary. The City, prior to use, must approve all traffic safety equipment for use.

COMPANY NAME

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Illuminated arrow boards, sign stands, delineators and/or adequate cones shall be used to identify work site for vehicular and pedestrian safety. The City may at its own discretion, specify certain times or days when closures are not allowed.

Contractor shall maintain accessibility for all emergency services, including access to fire hydrants. Contractor shall cooperate with trash collection operations and other municipal services.

D. Public Noticing Of Tree Pruning Operations

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

E. Clean Up

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

Brush and debris generated by the Contractor shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City of Rosemead or his authorized representative, shall be the sole judge as to the adequacy of the clean up.

F. Disposal of Debris

All tree branches produced as a result of the Contractor's operations under this Contract will be reduced, reused, recycled, and/or transformed by at least 50%. The Contractor will generate and submit a monthly Green waste Recycling report detailing the amount of material generated and recycled within the City. This report will be used for compliance with Assembly Bill 939.

1. Green Waste Recycling Report

Green Waste that is transported to an off-site facility for grinding into mulch shall be documented within the above-mentioned report.

COMPANY NAME

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2. Wood Chips
 - a. Chips generated from pruning operations within the City of Rosemead may first be dumped at a City designated site
 - b. At the direction of the City of Rosemead, wood waste generated from tree removals shall be chipped into pure wood chips with an even, uniform size. These chips shall be dumped in specified locations in the City .
 3. Milling (additional service & cost):

Per City staff direction, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.
- G. Required Contract Reports:
The contractor shall generate and provide to the City at least for following reports:
- a. Annual Maintenance Schedule
 - b. Annual Maintenance Report
 - c. Monthly Maintenance Report
 - d. Monthly Green Waste Recycling Diversion Report
- H. Parking
The City of Rosemead will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this Contract. The Contractor will hold the City of Rosemead harmless and release the City of liability as a result of theft or vandalism. Should a site not be available, then the Contractor may park on City right-of-way near the project area(s).
- I. Invoice
Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each street or park that tree maintenance operations took place, the address of each individual planted tree, the specie, height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.
- J. Inspections
The City or Rosemead or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

COMPANY NAME

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EXHIBIT B**BID UNIT PRICES**

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract sum shall be adjusted in accordance with the following unit prices.
2. Contractor is advised that the submitted unit prices will be used as one of the determining factors in the Contract award. Unreasonable prices may result in rejection of the entire bid proposal. Unit prices listed below refer to all services provided, including but not limited to, materials, labor, overhead, and profit for the contractor.
3. The unit price quoted by the contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
4. All work shall be performed in accordance with specifications or otherwise herein specified. Workmanship shall be in accord with the best standard practices.

FUNCTION COST/UNIT

- | | |
|--|---------------|
| 1. Regular Tree Planting (Including Tree, Material and Planting) | \$ ___/ Tree |
| 2. Regular Tree Removal (including Stump Grinding and Clean Up) | \$ ___/ Tree |
| 3. Regular Tree Trimming | \$ ___/ Tree |
| 4. Regular Tree Maintenance Crew | \$ ___/ Hour |
| 5. Tree Reforestation (incl. removal and planting whenever applicable) | \$ ___/ Tree |
| 6. Tree Injection | \$ ___/ Tree |
| 7. Emergency Crew Rental Rate | \$ ___/ Hour |
| 8. Root Pruning/ Root Barrier Installation (12" or 18" & bio-barrier) | \$ ___/ Tree |
| 9. Sidewalk Removal/ Replacement | \$ ___/ Sq.Ft |

COMPANY NAME

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EXHIBIT C**INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way as part of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

COMPANY NAME

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General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

COMPANY NAME

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8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that sub-contractors, and any other party involved with these services that are brought onto or involved in these services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in these services will be submitted to City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

COMPANY NAME

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15. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with this Agreement reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

City of Rosemead
July 2019

ATTACHMENT "D"

COST PROPOSAL

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Pruning (by Grid)

Price per tree to Prune by Grid \$ 70.00

Grid tree pruning is based on tree pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Trees are not excluded from the Grid.

Tree Pruning (by Block)

Price per tree to Prune by Block \$ 134.00

Block tree pruning consists of pruning trees along a block segment or "run" as designated by the City. This is different from "Grid Pruning" where all trees are pruned (small, medium and large-sized) within a grid or district.

Aesthetic or Service Request Pruning

0" - 6" Diameter Standard Height	\$ <u>49.00</u>
7" - 12" Diameter Standard Height	\$ <u>94.00</u>
13" - 18" Diameter Standard Height	\$ <u>144.00</u>
19" - 24" Diameter Standard Height	\$ <u>194.00</u>
25" - 30" Diameter Standard Height	\$ <u>254.00</u>
31" - 36" Diameter Standard Height	\$ <u>294.00</u>
36"+ Diameter Standard Height	\$ <u>294.00</u>

Crown Raise/Clearance Prune Hardwood tree

0" - 6" Diameter Standard Height	\$ <u>44.00</u>
7" - 12" Diameter Standard Height	\$ <u>44.00</u>
13" - 18" Diameter Standard Height	\$ <u>94.00</u>
19" - 24" Diameter Standard Height	\$ <u>94.00</u>
25" - 30" Diameter Standard Height	\$ <u>124.00</u>
31" - 36" Diameter Standard Height	\$ <u>124.00</u>
36"+ Diameter Standard Height	\$ <u>124.00</u>

Palm Tree Trimming:

Prune Date Palm (Phoenix spp.)	\$ 254.00
Clean Trunk for Date Palm (Phoenix spp.) per linear foot	\$ 40.00
Prune Fan Palm (Washingtonia spp.)	\$ 70.00
Clean Trunk for Fan Palm (Washingtonia spp.) per linear foot	\$ 19.00
Prune all other Palm Species	\$ 70.00
<u>Tree Removal – (per inch)</u>	
Tree & Stump removal per dia. inch 0-24" dbh	\$ 38.00
Tree & Stump removal per dia. inch over 25" dbh	\$ 48.00
Stump grinding per stump diameter inch at grade	\$ 14.00
<u>Tree Planting – (per tree)</u>	
Tree planting includes tree, stakes, ties, and labor.	
15-gallon tree	\$ 164.00
24-inch box tree	\$ 334.00
36-inch box tree	\$ 854.00
<u>Tree Watering (per hour)</u>	
Watering of young trees includes water truck & operator-per hour	\$ 88.00
<u>Milling Cost – (per board foot)</u>	
Milling Lumber per Board Foot	\$ 14.00
<u>Root Pruning – (per linear foot)</u>	
Per foot of roots pruned	\$ 24.00
<u>Root Barrier Installation – (per linear foot)</u>	
Per foot of root barrier installed	\$ 24.00
<u>General Labor Rates – (per man hour)</u>	
3-man crew with equipment	\$ 88.00
<u>Day Rate Service Crew - (per man hour)</u>	
Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer & 1 Ground person	\$ 88.00
<u>Specialty Equipment Hourly Rate – (per hour)</u>	
Crane	\$ 194.00
95-foot aerial tower	\$ 174.00
Loader or Bobcat	\$ 144.00

Emergency Services – (per hour)

Emergency response services per man hour:

During normal business hours (Mon-Fri 7am to 4pm)

\$ 99.00

After hours, weekends &/or holidays

\$ 119.00

General Arborists Services – (per hour)Unit Price in Figures

Written Arborist Reports

\$ 144.00

Resitograph testing

\$ 144.00

Ground Penetrating Radar

\$ 169.00

Air spade Services

\$ 169.00

Fumigation Services

\$ 169.00

Fertilization Services

\$ 144.00

Level 1,2 and 3 Risk Assessments

\$ 144.00

Soil Testing / Soil enhancements

\$ 144.00

Citywide tree risk survey (Per Tree)

\$ 5.00

GPS Tree Inventory – (per 1000 tree sites)

Cost per 1000 tree sites collected including vacant sites

\$ 3,000.00

PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level per diameter inch

\$ 2.00

Tree Canopy Spraying from aerial tower per diameter inch

\$ 4.00

Description: Foliar hydraulic spraying of recommended material.)

Insecticide or Fungicide Trunk Banding per diameter inch

\$ 5.00

Description: Trunk spray of recommended material.

PGR Trunk Banding per diameter inch

\$ 2.00

Description: Trunk spray of recommended material to regulate plant growth.

Insecticide or PGR Soil Application (Cambistat) per diameter inch \$ 4.00

Description: Recommended insecticide soil injection or drench material to regulate plant growth.

Insecticide or Fungicide Soil Application per diameter inch

\$ 2.00

Description: Soil applied drench of recommended material.

Soil Injection Fertilization per diameter inch

\$ 3.00

Description: Soil applied injection of recommended material.

Soil Drenching Fertilization per diameter inch

\$ 2.00

Description: Soil application of recommended material.

Trunk Injection (Insecticide/Miticide) per diameter inch

\$ 5.00

Description: Trunk injected recommended material.

Trunk Injection (Fungicide) per diameter inch \$ 4.00
Description: Trunk injected recommended material.

Trunk Injection (Insecticide & Fungicide Combo) per diameter inch \$ 8.00
Description: Combination of one-time trunk injection of two recommended materials.

Avermectin Class Insecticide Injection per diameter inch \$ 6.00
Description: Recommended trunk injection of Enamectin benzoate active ingredient.

City of Rosemead
July 2019

ATTACHMENT "D"

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Description: Combination of one-time trunk injection of two recommended materials.

Avermectin Class Insecticide Injection per diameter inch \$ 6.00
Description: Recommended trunk injection of Enamectin benzoate active ingredient.

M. COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that “piggy-backs” on any negotiated contract between the City and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

N. CLARIFICATION OF SPECIFICATIONS

If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City Purchasing Agent for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City Purchasing Agent receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a set of bid documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

ATTACHMENT "F"**City of San Fernando****Tree Maintenance Services provided by West Coast Arborists, Inc.**

DESCRIPTION	UNIT	SAN FERNANDO	ROSEMEAD	SAN FERNANDO	COST
		CURRENT UNIT PRICES		PROPOSED UNIT PRICES	
Annual Grid Pruning	Each	\$79.00	\$ 70.00	\$ 70.00	-11.4%
Annual Palm Pruning	Each	\$79.00	\$ 70.00	\$ 70.00	-11.4%
Annual Ficus Pruning	Each	\$158.00	Based on size	Based on size	
Tree and Stump Removal	Inch	\$24.00	\$ 38.00	\$ 38.00	58.3%
Tree Only Removal	Inch	\$13.00	\$ 24.00	\$ 24.00	84.6%
Stump Only Removal	Inch	\$11.00	\$ 14.00	\$ 14.00	27.3%
Plant 15 Gal w/ RB	Each	\$181.50	\$ 164.00	\$ 164.00	-9.6%
Plant 24" Box w/ RB	Each	\$282.00	\$ 334.00	\$ 334.00	18.4%
Plant 36" Box Tree	Each	\$1,000.00	\$ 854.00	\$ 854.00	-14.6%
Crew Rental	Man Hour	\$79.00	\$ 88.00	\$ 88.00	11.4%
Emergency Response	Man Hour	\$134.00	\$ 119.00	\$ 119.00	-11.2%
Specialty Equipment Rental	Hour	\$168.00	Varies	Varies	
Arborist Services	Man Hour	\$134.00	\$ 144.00	\$ 144.00	7.5%
GPS Tree Inventory	Each	\$2.50	\$ 5.00	\$ 5.00	100.0%

Rosemead's contract was approved on 7/23/19 by City Council.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 19, 2019

Subject: Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2019-2020

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7946 (Attachment "A") establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System; fixing the property tax rate for Fiscal Year (FY) 2019-2020 at \$0.212129 per \$100 of assessed valuation; and levying that tax rate upon all taxable property in the City.

BACKGROUND:

1. On April 9, 1946, the voters of the City of San Fernando (City) approved a ballot measure authorizing an ad valorem property tax rate to raise the funds necessary to pay the City's annual obligation to the California Public Employees' Retirement System (CalPERS) for the retirement benefits of City employees.
2. In 1980, the Legislature adopted California Revenue and Taxation Code Section 93, which authorized local agencies to levy ad valorem property taxes equal to the amount needed to make annual payments for the interest and principal on indebtedness approved by the voters prior to July 1, 1978 (i.e., prior to the effective date of Proposition 13).
3. In FY 1982-1983, the City levied an ad valorem property tax rate of \$0.28420 for each \$100 of assessed value on all property in the City subject to taxation (Resolution No. 5252, Adopted August 18, 1982) to pay the City's annual CalPERS obligation.
4. In FY 1983-1984, the City levied an ad valorem property tax rate of \$0.26420 for each \$100 of assessed value on all property in the City subject to taxation (Resolution No. 5326, adopted August 15, 1983) to pay the City's annual CalPERS obligation.

Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2019-2020Page 2 of 3

5. In 1985, the Legislature adopted Revenue and Taxation Code Section 96.31, which authorized a jurisdiction to continue to impose an ad valorem property tax levy to make payments in support of pension programs, provided: 1) it was approved by voters prior to July 1, 1978, and 2) the jurisdiction imposed the property tax levy in either FY 1982-1983 or FY 1983-1984.
6. Section 96.31 further provided a cap on the tax rate that a jurisdiction may levy; specifically, the tax rate may not exceed the rate imposed by that jurisdiction in the 1982-1983 or 1983-1984 fiscal years, pursuant to a budget resolution adopted on or before July 1, 1983. Therefore, because the City adopted its FY 1983-1984 Resolution on August 15, 1983, the maximum rate it can levy is \$0.28420 for each \$100 of assessed property value, which rate was established in FY 1982-1983.
7. The ad valorem property tax rate levied on all taxable property to fund the City's CalPERS obligation in FY 2018-2019 was \$0.227340 per \$100 of assessed valuation.

ANALYSIS:

Each year, the City must establish a property taxes levy to be used to pay the City's obligation to CalPERS for employee pension benefits. The tax rate that levied cannot exceed \$0.28420 per \$100 of assessed value and may only be used to fund the value of benefits attributable to benefits contracted for or effective before July 1, 1978. The value of pension benefit enhancements since July 1, 1978 must be funded through sources other than the pension tax (i.e., Enterprise Funds, Special Funds, General Fund, employee contributions, etc.)

Pursuant to California Revenue and Taxation Code Section 96.31, the City is authorized to impose a maximum tax rate up to \$0.28420 per \$100 of assessed valuation of all taxable property in the City, which was the property tax rate imposed by the City in FY 1982-1983. The Los Angeles County Assessor has recently released their Statement of Values for FY 2019-2020 (Attachment "B"). The total preliminary Assessed Value for San Fernando is \$2,045,544,796 (5.3% increase from FY 2018-2019).

In FY 2018-2019, the average residential property paid \$605. Based on the new fiscal year 2019-2020 preliminary assessed values and proposed rate, the average residential property will pay approximately \$580.

BUDGET IMPACT:

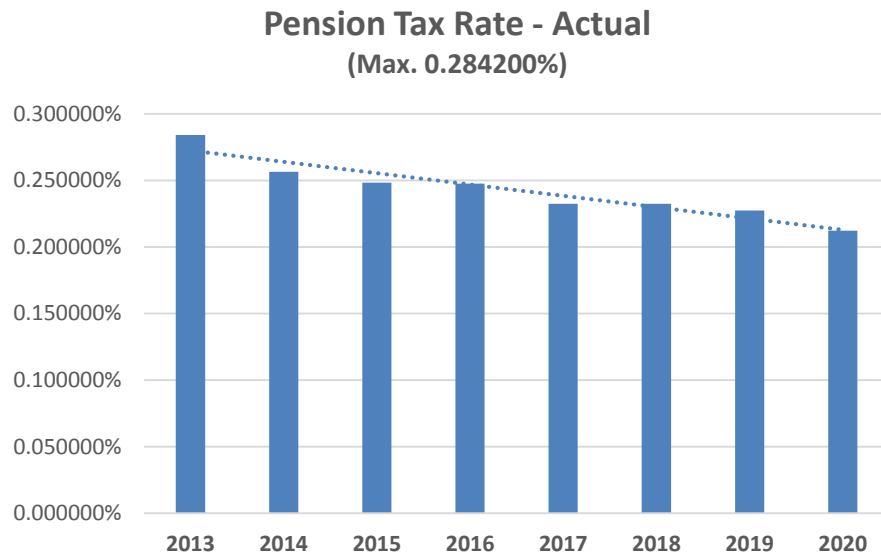
The City's ad valorem property tax is dedicated to fund pension obligations and is critical to the long-term financial stability of the City. Most cities in California do not have a revenue stream

Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2019-2020

Page 3 of 3

dedicated to pay pension costs and must use General Funds to meet their pension obligation. Continuing to manage this tax responsibly ensures a long-term, non-General Fund revenue stream to pay employee pension costs.

Due to the strong growth in assessed values in San Fernando in FY 2019-2020, the City Council can decrease the Pension Tax by 6.7% from last year's levy. This will raise approximately \$4.3 million to cover 80% of the City's projected CalPERS costs for FY 2019-2020 (see Exhibit "1" to the attached Resolution for additional detail).



CONCLUSION:

The Los Angeles County Auditor Controller requires the City Council to adopt a Resolution establishing the tax rate on an annual basis. This information must be submitted before August 23, 2019, to allow the levy to be placed on the current tax bills.

Adoption of the attached Resolution will fix the property tax rate at \$0.212129 per \$100 of assessed value and will be used to fund the appropriate portion of the City's total annual CalPERS obligation, which is estimated at \$5.4 million for FY 2019-2020.

ATTACHMENTS:

- A. Resolution No. 7946 with Exhibit 1
- B. Fiscal Year 2019-20 Assessed Valuation and Tax Rate Input Forms (August 9, 2019)

ATTACHMENT "A"**RESOLUTION NO. 7946**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, FIXING A TAX RATE AND LEVYING TAXES FOR FISCAL YEAR (FY) 2019-2020 ON PROPERTY WITHIN THE CITY FOR THE OBLIGATION OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR THE RETIREMENT BENEFITS OF CITY EMPLOYEES, AUTHORIZED AT AN ELECTION HELD ON APRIL 9, 1946

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

SECTION 1: On April 9, 1946, the voters of the City of San Fernando ("City") approved a ballot measure authorizing the levying of an additional property tax rate to raise the funds necessary to pay for the annual obligation of the City to the California Public Employees' Retirement System ("PERS") for the retirement benefits of City employees.

SECTION 2: California Revenue and Taxation Code Section 96.31(a) provides that for FY 1985-1986 and each fiscal year thereafter, a jurisdiction may impose a property tax rate to make payments in support of pension programs approved by the voters before July 1, 1978, provided that the jurisdiction imposed the property tax rate in FY 1982-1983 or FY 1983-1984. Revenue and Taxation Code Section 96.31(b) provides that the tax rate imposed by a jurisdiction pursuant to Section 96.31(a) may not exceed the rate imposed by that jurisdiction in FY 1982-1983 or FY 1983-1984.

SECTION 3: For FY 1982-1983, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.28420 for each one hundred dollars (\$100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5252). For FY 1983-1984, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.26420 for each one hundred dollars (\$100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5326). Pursuant to California Revenue and Taxation Code Section 96.31(b), the City is authorized to impose a maximum tax rate of \$0.28420 for each \$100 of assessed property value, which is the property tax rate imposed by the City in FY 1982-1983.

SECTION 4: As set forth in Exhibit "1" to this Resolution, which is attached hereto and incorporated herein by this reference, the City Council has determined and fixed the sum of \$4,311,221 as the amount of revenue from property taxes necessary to pay the City's PERS obligation for FY 2019-2020.

SECTION 5: Pursuant to Exhibit "1" to this Resolution, the City Council hereby fixes the tax rate of the City of San Fernando for FY 2019-2020 at \$0.212129 and hereby levies such tax in that amount upon each one hundred dollars (\$100.00) of property value of all property in

the City subject to taxation, using as a basis the value of such property as assessed and equalized in a manner prescribed by law.

SECTION 6: The City Clerk is directed to transmit immediately to the Los Angeles County Auditor-Controller a certified copy of this Resolution, together with a statement of the tax rate fixed herein.

SECTION 7: The City Clerk shall certify to the adoption to this Resolution, which shall be in full force and effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 19th day of August, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of August, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

RECUSE:

Elena G. Chávez, City Clerk

EXHIBIT "1"**City of San Fernando****FY 2019-2020 Calculation of Property Tax for City's Obligation
to the California Public Employee's Retirement System**

The following calculations are based on the assessed valuation figures received from the Los Angeles County Assessor for tax areas 240.01 through 240.07.

Assessed Valuation General City Area (240.01)	\$1,207,218,392
Assessed Valuation RP Area #1 (240.02)	\$69,682,838
Assessed Valuation RP Area #2 (240.03)	\$56,845,482
Assessed Valuation Civic Center (240.04)	\$156,845,115
Assessed Valuation Civic Center '84 Annex (240.05)	\$354,217,526
Assessed Valuation RP #1 '89 Annex (240.06)	\$94,485,166
Assessed Valuation RP Area #4 '95 Annex (240.07)	\$93,062,277
Total Retirement Assessed Valuation	\$2,032,356,796
Estimated Retirement Cost (FY 2019-20 Budget)	\$5,422,166
Amount charged to Other Funds	(\$1,110,945)
Plus Additional Payment to Side Fund Loan	\$0
Funding Required (FY 2019-2020)	\$4,311,221
Max funding per actuarial determination (80%)**	\$4,337,733
Funding Rate per \$100 of Assessed Value (Funding Required/Total Retirement AV)*100	\$0.212129
Maximum Funding Rate Allowed*	\$0.284200

Notes:

*The Funding Rate required is **\$0.212129**; The City is authorized to impose a maximum amount of \$0.284200 per Revenue and Taxation Code Section 96.31.

**In August 2019, the City received an Actuarial Study estimating the current value of pension benefits provided in 1978, prior to voter approval of Proposition 13, which limited the amount the City's Pension Tax can fund to the current value of pension benefits provided in 1978.



ARLENE BARRERA
ACTING AUDITOR-CONTROLLER

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427



ADDRESS ALL CORRESPONDENCE TO:
PROPERTY TAX APPORTIONMENT DIVISION
500 W. TEMPLE ST., ROOM 484
LOS ANGELES, CA 90012-3554

August 9, 2019

All Taxing Agencies
County of Los Angeles

Attention: Treasurer or Finance Director

**FISCAL YEAR (FY) 2019-20 ASSESSED VALUATION AND TAX RATE INPUT
FORMS**

Enclosed are the FY 2019-20 assessed valuation statements for your taxing agency and our standard CR52 Report A input form for this fiscal year. To assist you in establishing your tax rates, also included is an information sheet indicating the FY 2018-19 unitary and pipeline revenue paid to your agency. This represents your agency's proportionate share of the tax revenue generated from the FY 2018-19 countywide unitary values assessed by the State and pipeline values assessed by the County.

The CR52 Report A input form along with a copy of your resolution must be completed and returned by August 23, 2019. The tax rates must be extended to six decimal places (e.g., 123456). Please enter zeros (e.g., 000000), if your agency does not levy a tax rate. **If your agency levies a tax rate, it must be in accordance with the provisions of Article XIII A, Section 1(b) of the Constitution of the State of California.** This law requires that a debt service rate only be applied to the voters if it is approved prior to July 1, 1978 and any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition.

The completed form(s) should be mailed to:

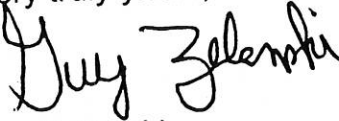
County of Los Angeles
Department of Auditor-Controller
Property Tax Apportionment Division
500 West Temple Street, Room 484
Los Angeles, California 90012-3554
Attention: Kristina Burns

All Taxing Agencies
August 9, 2019
Page 2

Please make sure the input form is completely filled out and signed to ensure inclusion of your tax rate(s) on the tax bills.

If you have any questions or require additional assistance, please contact Kristina Burns at (213) 974-8362 or Danny Nguyen (213) 974-5287.

Very truly yours,

A handwritten signature in black ink, appearing to read "Guy Zelenski". The signature is fluid and cursive, with the first name "Guy" being more prominent.

Guy Zelenski
Division Chief

GZ:KB:dn

H:\Create Tax Roll - Annual\NEW - FY PROCESS\FY 2019-2020\CR Process\Debt Service Rate Letter Aug. 9, 2019-20.doc

Attachments

CR52RPTA

COUNTY OF LOS ANGELES
AUDITOR-CONTROLLER, TAX DIVISION

2019 - 20 SECURED TAX RATES

ACCT #	AGENCY NAME	TAX RATE
240.01	CITY-S FERNANDO TD #1	_____
240.02	CITY-S FERNANDO RP #1	_____
240.03	CITY-S FERNANDO RP #2	_____
240.04	CITY-S FERNANDO CIV CENT RP TD 1	_____
240.05	CITY-S FERNANDO CV CTR RP 84 ANX	_____
240.06	CITY-S FERNANDO RP 1 89 ANX	_____
240.07	CITY S FERNANDO RP AREA 4 95 ANX	_____

I, _____, AM A MEMBER OF THE CITY COUNCIL, A MEMBER OF THE GOVERNING BOARD, THE CHIEF EXECUTIVE OR THE CHIEF FINANCIAL OFFICER FOR THIS AGENCY AND I HEREBY CERTIFY THAT THE TAX RATES LEVIED HEREIN ARE IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE XIII SECTION 1(b) OF THE CONSTITUTION OF THE STATE OF CALIFORNIA.

AUTHORIZED SIGNATURE_____
TITLE_____
DATE

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 08/07/19

ASSESSED VALUATIONS AUGUST 2019

0676

TAXING AGENCY 240.01 CITY-S FERNANDO TD #1**SECURED VALUATIONS**

LOCALLY ASSESSED -

LAND	662015665
IMPROVEMENTS	574272388
PERSONAL PROPERTY	430113

SECURED HOMEOWNER EXEMPTION ⁴	12586000
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LESS: EXEMPTIONS ¹	28578393
TOTAL - LOCALLY ASSESSED	1208139773

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	

TOTAL - SECURED VALUATIONS	1208139773
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UNSECURED VALUATIONS²

LAND	
IMPROVEMENTS	4661398
PERSONAL PROPERTY	7061221
LESS: EXEMPTIONS ¹	58000
TOTAL - UNSECURED VALUATIONS	11664619

UNSECURED HOMEOWNER EXEMPTION ⁵	
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GRAND TOTAL	1219804392
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TOTAL HOMEOWNER EXEMPTION	12586000
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AIRCRAFT³¹ Exclusive of Homeowner Exemption.² Tax levied at last year's secured rate.³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.⁴ Do not add to exemptions for rate setting purposes.⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled
from the official records of the
County of Los Angeles.

AUDITOR - CONTROLLER

By Guy Zelenski
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 08/07/19

ASSESSED VALUATIONS AUGUST 2019

0677

TAXING AGENCY 240.02 CITY-S FERNANDO RP #1**SECURED VALUATIONS**

LOCALLY ASSESSED -

LAND	31561257
IMPROVEMENTS	33667520
PERSONAL PROPERTY	

SECURED
 HOMEOWNER EXEMPTION⁴

LESS: EXEMPTIONS¹

TOTAL - LOCALLY ASSESSED	65228777
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PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	

TOTAL - SECURED VALUATIONS	65228777
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UNSECURED VALUATIONS²

LAND	
IMPROVEMENTS	2243942
PERSONAL PROPERTY	2210119
LESS: EXEMPTIONS ¹	

UNSECURED
 HOMEOWNER EXEMPTION⁵

TOTAL - UNSECURED VALUATIONS	4454061
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GRAND TOTAL	69682838
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TOTAL
 HOMEOWNER EXEMPTION

AIRCRAFT³¹ Exclusive of Homeowner Exemption.² Tax levied at last year's secured rate.³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.⁴ Do not add to exemptions for rate setting purposes.⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

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 County of Los Angeles.

AUDITOR - CONTROLLER

By Guy Zelenski
 Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 08/07/19

ASSESSED VALUATIONS AUGUST 2019

0678

TAXING AGENCY 240.03 CITY-S FERNANDO RP #2

SECURED VALUATIONS

LOCALLY ASSESSED -

LAND	26978642
IMPROVEMENTS	31440457
PERSONAL PROPERTY	1602435

SECURED
HOMEOWNER EXEMPTION⁴

LESS: EXEMPTIONS ¹	9382461
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TOTAL - LOCALLY ASSESSED	50639073
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PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	26000
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IMPROVEMENTS

PERSONAL PROPERTY

TOTAL - PUBLIC UTILITY	26000
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TOTAL - SECURED VALUATIONS	50665073
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UNSECURED VALUATIONS²

LAND

IMPROVEMENTS	2525536
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PERSONAL PROPERTY	3654873
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LESS: EXEMPTIONS ¹	
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TOTAL - UNSECURED VALUATIONS	6180409
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GRAND TOTAL	56845482
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AIRCRAFT³

UNSECURED
HOMEOWNER EXEMPTION⁵

TOTAL
HOMEOWNER EXEMPTION

¹ Exclusive of Homeowner Exemption.

² Tax levied at last year's secured rate.

³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.

⁴ Do not add to exemptions for rate setting purposes.

⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles.

AUDITOR - CONTROLLER

By Guy Zelenski
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 08/07/19

ASSESSED VALUATIONS AUGUST 2019

0679

TAXING AGENCY 240.04 CITY-S FERNANDO CIV CENT RP TD 1

SECURED VALUATIONS

LOCALLY ASSESSED -

LAND	72666462
IMPROVEMENTS	89971167
PERSONAL PROPERTY	38120

SECURED HOMEOWNER EXEMPTION ⁴	259000
---	--------

LESS: EXEMPTIONS ¹	16441431
TOTAL - LOCALLY ASSESSED	146234318

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	100
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	100

TOTAL - SECURED VALUATIONS	146234418
----------------------------	-----------

UNSECURED VALUATIONS²

LAND	
IMPROVEMENTS	3320369
PERSONAL PROPERTY	7549328
LESS: EXEMPTIONS ¹	
TOTAL - UNSECURED VALUATIONS	10869697

UNSECURED HOMEOWNER EXEMPTION ⁵	
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GRAND TOTAL	157104115
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TOTAL HOMEOWNER EXEMPTION	259000
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AIRCRAFT³

¹ Exclusive of Homeowner Exemption.

² Tax levied at last year's secured rate.

³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.

⁴ Do not add to exemptions for rate setting purposes.

⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles.

AUDITOR - CONTROLLER

By Guy Zelenski
 Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 08/07/19

ASSESSED VALUATIONS AUGUST 2019

0680

TAXING AGENCY 240.05 CITY-S FERNANDO CV CTR RP 84 ANX**SECURED VALUATIONS**

LOCALLY ASSESSED -

LAND 156254981

IMPROVEMENTS 127804798

PERSONAL PROPERTY

LESS: EXEMPTIONS¹

TOTAL - LOCALLY ASSESSED 284059779

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND

IMPROVEMENTS

PERSONAL PROPERTY

TOTAL - PUBLIC UTILITY

TOTAL - SECURED VALUATIONS 284059779

SECURED
 HOMEOWNER EXEMPTION⁴ 14000

UNSECURED VALUATIONS²

LAND

IMPROVEMENTS 34152222

PERSONAL PROPERTY 36169525

LESS: EXEMPTIONS¹ 150000

TOTAL - UNSECURED VALUATIONS 70171747

GRAND TOTAL 354231526AIRCRAFT³

UNSECURED
 HOMEOWNER EXEMPTION⁵

TOTAL
 HOMEOWNER EXEMPTION 14000

¹ Exclusive of Homeowner Exemption.² Tax levied at last year's secured rate.³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.⁴ Do not add to exemptions for rate setting purposes.⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled
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 County of Los Angeles.

AUDITOR - CONTROLLER

By Guy Zelenski
 Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 08/07/19

ASSESSED VALUATIONS AUGUST 2019

0681

TAXING AGENCY 240.06 CITY-S FERNANDO RP 1 89 ANX

SECURED VALUATIONS

LOCALLY ASSESSED -

LAND	44815877
IMPROVEMENTS	46772950
PERSONAL PROPERTY	4100

SECURED HOMEOWNER EXEMPTION ⁴	266000
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LESS: EXEMPTIONS ¹	726616
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TOTAL - LOCALLY ASSESSED	90866311
--------------------------	----------

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	

TOTAL - SECURED VALUATIONS	90866311
----------------------------	----------

UNSECURED VALUATIONS²

LAND	
IMPROVEMENTS	1733531
PERSONAL PROPERTY	2151324
LESS: EXEMPTIONS ¹	

UNSECURED HOMEOWNER EXEMPTION ⁵	
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TOTAL - UNSECURED VALUATIONS	3884855
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GRAND TOTAL	94751166
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TOTAL HOMEOWNER EXEMPTION	266000
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AIRCRAFT³¹ Exclusive of Homeowner Exemption.² Tax levied at last year's secured rate.³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.⁴ Do not add to exemptions for rate setting purposes.⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled
from the official records of the
County of Los Angeles.

AUDITOR - CONTROLLER

By Guy Zelenski
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 08/07/19

ASSESSED VALUATIONS AUGUST 2019

0682

TAXING AGENCY 240.07 CITY S FERNANDO RP AREA 4 95 ANX

SECURED VALUATIONS

LOCALLY ASSESSED -

LAND	54794511
IMPROVEMENTS	39112596
PERSONAL PROPERTY	350000

SECURED HOMEOWNER EXEMPTION ⁴	63000
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LESS: EXEMPTIONS ¹	5499340
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TOTAL - LOCALLY ASSESSED	88757767
--------------------------	----------

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	

TOTAL - SECURED VALUATIONS	88757767
----------------------------	----------

UNSECURED VALUATIONS ²

LAND	
IMPROVEMENTS	1234155
PERSONAL PROPERTY	3133355
LESS: EXEMPTIONS ¹	

UNSECURED HOMEOWNER EXEMPTION ⁵	
---	--

TOTAL - UNSECURED VALUATIONS	4367510
------------------------------	---------

GRAND TOTAL	93125277
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TOTAL HOMEOWNER EXEMPTION	63000
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AIRCRAFT ³

¹ Exclusive of Homeowner Exemption.

² Tax levied at last year's secured rate.

³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.

⁴ Do not add to exemptions for rate setting purposes.

⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles.

AUDITOR - CONTROLLER

By Guy Zelenski
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 08/07/19

ASSESSED VALUATIONS AUGUST 2019

0683

TAXING AGENCY 240.00 CITY TOTAL - CITY S FERNANDO RP

SECURED VALUATIONS

LOCALLY ASSESSED -

LAND	1049087395
IMPROVEMENTS	943041876
PERSONAL PROPERTY	2424768

SECURED
 HOMEOWNER EXEMPTION⁴ 13188000

LESS: EXEMPTIONS¹ 60628241

TOTAL - LOCALLY ASSESSED 1933925798

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND 26100

IMPROVEMENTS

PERSONAL PROPERTY

TOTAL - PUBLIC UTILITY 26100

TOTAL - SECURED VALUATIONS 1933951898

UNSECURED VALUATIONS²

LAND	
IMPROVEMENTS	49871153
PERSONAL PROPERTY	61929745
LESS: EXEMPTIONS ¹	208000

UNSECURED
 HOMEOWNER EXEMPTION⁵

TOTAL - UNSECURED VALUATIONS 111592898

GRAND TOTAL 2045544796

TOTAL
 HOMEOWNER EXEMPTION 13188000

AIRCRAFT³

¹ Exclusive of Homeowner Exemption.

² Tax levied at last year's secured rate.

³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.

⁴ Do not add to exemptions for rate setting purposes.

⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles.

AUDITOR - CONTROLLER

By Guy Zelenski
 Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR-CONTROLLER/TAX DIVISION

2018-2019 UNITARY REVENUE

LISTED BELOW IS THE AMOUNT OF THE COUNTYWIDE UNITARY REVENUE CREDITED AND PAID TO YOUR AGENCY FOR 2018-2019. THIS REPRESENTS YOUR AGENCY'S SHARE OF THE REVENUE GENERATED FROM THE COUNTYWIDE UNITARY (STATE ASSESSED) AND PIPELINE (COUNTY ASSESSED) VALUE OF \$18,739,668,919 REPORTED IN 2018-2019.

FOR YOUR INFORMATION, THE 2019-2020 COMBINED COUNTYWIDE UNITARY AND PIPELINE VALUE IS \$19,711,508,597.

ACCOUNT NO.	AGENCY NAME	1% REVENUE	D/S REVENUE
240.01	CITY-S FERNANDO TD #1	53,473.05	121,575.65

COUNTY OF LOS ANGELES
AUDITOR-CONTROLLER/TAX DIVISION

2018-2019 UNITARY REVENUE

LISTED BELOW IS THE AMOUNT OF THE COUNTYWIDE UNITARY REVENUE CREDITED AND PAID TO YOUR AGENCY FOR 2018-2019. THIS REPRESENTS YOUR AGENCY'S SHARE OF THE REVENUE GENERATED FROM THE COUNTYWIDE UNITARY (STATE ASSESSED) AND PIPELINE (COUNTY ASSESSED) VALUE OF \$18,739,668,919 REPORTED IN 2018-2019.

FOR YOUR INFORMATION, THE 2019-2020 COMBINED COUNTYWIDE UNITARY AND PIPELINE VALUE IS \$19,711,508,597.

ACCOUNT NO.	AGENCY NAME	1% REVENUE	D/S REVENUE
240.02	CITY-S FERNANDO RP #1	3,285.95	.00
240.03	CITY-S FERNANDO RP #2	107,988.09	.00
240.04	CITY-S FERNANDO CIV CENT RP	16,002.22	.00
240.05	CITY-S FERNANDO CV CTR RP 8	40,297.00	.00
240.06	CITY-S FERNANDO RP 1 89 AN	2,643.33	.00
240.07	CITY S FERNANDO RP AREA 4 9	1,894.78	.00

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 19, 2019

Subject: Consideration to Replace the Upper Los Angeles River and Tributaries Working Group Member and Adopt a Resolution Appointing the City's Representatives to the Independent Cities Risk Management Authority (ICRMA) Governing Board

RECOMMENDATION:

It is recommended that the City Council:

- a. Appoint City Manager Nick Kimball as the Primary Representative, re-affirming Councilmember Hector Pacheco as the Alternate Representative on the Upper Los Angeles River Tributaries (ULART) Working Group; and
- b. Adopt Resolution No. 7945 (Attachment "A") appointing City Manager Nick Kimball as the Primary Representative, appointing Deputy City Manager/Director of Community Development Tim Hou as the Alternate Representative, and re-affirming Personnel Manager Michael Okafor as the Substitute Alternate representative on the Independent Cities Risk Management Authority (ICRMA) Governing Board.

BACKGROUND:

1. Each year, the City Council reorganizes which involves, in part, new (or re-appointed) liaison assignments to various commissions and organizations. Pursuant to Section 11.2 of the City Council Procedures Manual, the Mayor, with the consent of the majority of the City Council, may appoint liaisons to these committees (Attachment "B").
2. Currently, Vice Mayor Sylvia Ballin is appointed as the Primary Representative and Councilmember Hector Pacheco is appointed as the Alternative Representative of the ULART Working Group.
3. ICRMA is a joint powers authority that provides risk management programs for approximately 21 member cities in the area of general liability, workers' compensation, property, earthquake and other related pooled insurance coverages.

Consideration to Replace the Upper Los Angeles River and Tributaries Working Group Member and Adopt a Resolution Appointing the City's Representatives to the Independent Cities Risk Management Authority (ICRMA) Governing Board

Page 2 of 3

4. The City of San Fernando has been a member of ICRMA since July 1, 1986, and is required to have a primary and alternate representative appointed to the Governing Board to attend and vote during Board meetings. ICRMA also allows cities to have a substitute alternate representative who can attend and vote during board meetings, if the other members cannot attend.
5. Currently, former City Manager Alexander Meyerhoff is appointed as the Primary Representative, (then) Finance Director Nick Kimball is appointed as the Alternate Representative, and Personnel Manager Michael Okafor is appointed as the Substitute Alternate Representative of the ICRMA.
6. Governing Board meetings are currently held on the second Wednesday of even-numbered months. The meetings are during the day and typically last approximately three to four hours.

ANALYSIS:

Upper Los Angeles River and Tributaries (ULART) Working Group.

Assembly Bill 466 (AB 466) established within the Santa Monica Mountains Conservancy the ULART Working Group. The Working Group is charged with developing a revitalization plan for the Upper Los Angeles River, the tributaries of the Pacoima Wash, Tujunga Wash, and Verdugo Wash and any additional tributary waterway that the working group determines to be necessary.

In accordance with AB 466, Working Group members shall prioritize planning efforts that represent disadvantaged communities, while developing a revitalization plan that addresses the unique and diverse needs of these waterways and the communities through which they pass. This effort includes a master planning process with community engagement and outreach to disadvantaged communities. Therefore, it is in the City's best interest to appoint Working Group members that have planning experience and are available to attend meetings regularly.

Due to the many demands on Vice Mayor Ballin's time, including her participation on the Metropolitan Water District (MWD) and Independent Cities Financing Authority (ICFA) Boards, it is recommended that City Manager Kimball replace Vice Mayor Ballin as the City's Primary Representative. City Manager Kimball has experience serving as a board member and his appointment will ensure consistent representation of the City's interests on the Working Group.

Consideration to Replace the Upper Los Angeles River and Tributaries Working Group Member and Adopt a Resolution Appointing the City's Representatives to the Independent Cities Risk Management Authority (ICRMA) Governing Board

Page 3 of 3

Independent Cities Risk Management Authority (ICRMA).

Insurance and risk management programs tend to be specialized, technical and have a potentially significant impact on the City's finances. Therefore, it is in the City's best interest to appoint Governing Board members that have risk management experience and are available to attend meetings regularly.

Due to the departure of Mr. Meyerhoff in February 2019, it is necessary to adopt a new Resolution (required by ICRMA) to appoint the City Manager Kimball and Deputy City Manager/Director of Community Development Hou as the City's primary representative and alternate representative, respectively. City Manager Kimball currently serves as the President of ICRMA and his appointment will ensure consistent representation of the City's interests on the Board.

BUDGET IMPACT:

There is no budget impact associated with adoption of this Resolution. It is advantageous to appoint City Manager Kimball as a representative on the ULART Working Group and the ICRMA Governing Board due to the potential financial impact of the decisions made by these organizations.

CONCLUSION:

Approval of these liaisons will ensure the City will continue to be properly represented at ULART Working Group and ICRMA Governing Board meetings.

ATTACHMENTS:

- A. Resolution No. 7945
- B. City Council Liaison Assignments for 2019-2020

ATTACHMENT "A"**RESOLUTION NO. 7945****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA APPOINTING A DELEGATE,
ALTERNATE, AND SUBSTITUTE ALTERNATE TO THE
GOVERNING BOARD OF THE INDEPENDENT CITIES RISK
MANAGEMENT AUTHORITY (ICRMA)**

WHEREAS, the City of San Fernando ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code;

WHEREAS, ICRMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members;

WHEREAS, the Joint Powers Agreement provides that the Governing Board of the Authority shall be comprised of one representative from each member;

WHEREAS, the City Council of each member may select and change any of its representatives by filing a resolution with ICRMA; and

WHEREAS, the City council may appoint legislative member(s) or staff member(s) to serve on the Governing Board;

WHEREAS staff members shall have one of the following positions, or equivalent: City Attorney, Assistant City Attorney, Financial Officer, City Administrator/Manager, Assistant/Deputy City Administrator/Manager, Assistant to City Manager, Risk Manager, Human Resources Director/Manager, or Administrative Services Director; and

WHEREAS, City desires to designate its representative(s) to the ICRMA Governing Board.

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

SECTION 1. That Nick Kimball (a staff person) is hereby appointed to serve as a delegate on the ICRMA Governing Board.

SECTION 2. That Timothy Hou (a staff person) is hereby appointed as the alternate, to serve on the ICRMA Governing Board in the absence of the primary member noted in Section 1 above.

SECTION 3. That Michael Okafor (a staff person) is hereby appointed as the substitute alternate, to serve on the ICRMA Governing Board in the absence of the primary and alternate members noted in Sections 1 and 2 above.

SECTION 4. That the individuals designated by this City Council as the City's delegate, alternate and substitute alternate to the ICRMA Governing Board are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and exercising the authority of the City with respect to all matters delegated to the Governing Board and signing all amendments as are contemplated to be approved by the Governing Board.

RESOLVED, that a certified copy of this Resolution shall be provided to the Executive Director of ICRMA.

PASSED, APPROVED, AND ADOPTED this 19th day of August 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 19th day of August 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



ATTACHMENT "B"

CITY COUNCIL LIAISON ASSIGNMENTS

Revised by City Council: August 19, 2019

	AGENCY/COMMITTEE	MEETING DAY	APPOINTEE(S)	COMMENTS
1	San Fernando Downtown Mall Merchants Association	Mornings (as needed)	Joel Fajardo	
2	City Selection Committee (L.A. County)	Night	Joel Fajardo Alt: Antonio Lopez	
3	Valley Economic Alliance	Day	Joel Fajardo	
4	Independent Cities Association (ICA)	Night	Robert C. Gonzales Alt: Antonio Lopez	
5	Independent Cities Risk Management Authority (ICRMA)	Day	Alt: Nick Kimball Alex Meyerhoff Sub Alt: Timothy Hou Nick Kimball Michael Okafor	Adoption of a new Resolution is required when Boardmembers are changed
6	Independent Cities Finance Authority (ICFA)	Day	Sylvia Ballin Nick Kimball	Adoption of a new Resolution is required when Boardmembers are changed
7	League of California Cities	1 st Thursday Evening	Hector A. Pacheco Alt: Joel Fajardo	
8	San Fernando Valley Council of Governments (SFVCOG)	TBD	Joel Fajardo Alt: Sylvia Ballin	
9	Southern California Association of Governments (SCAG)	1 st Thursday Morning	Hector A. Pacheco Delegate: TBD	SCAG requests appointments: 1) Regional Councilmember Representative 2) Delegate
10	Metropolitan Water District (MWD) of Southern California	Day	Sylvia Ballin	Effective 5-1-19
11	Los Angeles County Metropolitan Transportation Authority (MTA) East San Fernando Valley Transit Corridor	Vary (as needed)	Robert C. Gonzales	
12	Los Angeles County Metropolitan Transportation Authority (MTA) San Fernando Valley Service Council	1 st Wednesday Evening	Robert C. Gonzales	
13	Greater Los Angeles County Vector Control District	2 nd Thursday Evening	Jesse H. Avila	9-17-18 CC action to fill R. Herrera's unexpired term through January 2021
14	Upper Los Angeles River and Tributaries Working Group (Mountains Recreation and Conservation Authority)	Day Monthly	Sylvia Ballin Nick Kimball Alt: Hector A. Pacheco	10-16-18 Appointment of Alternates to "Hydrology & Environment Committee" (Emrani) and "People & Recreation Committee" (Venegas)

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 19, 2019

Subject: Consideration to Approve a Memorandum of Understanding with the San Fernando Police Civilians' Association and Adopt a Resolution Approving New Classification Specifications for Unit Represented Positions

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 1928) between the City of San Fernando and the San Fernando Police Civilians' Association (SFPCA) for a three-year term (July 1, 2018 through June 30, 2021);
- b. Adopt Resolution No. 7947 approving new classification specifications for positions represented by SFPCA.
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On August 17, 2015, the City and San Fernando Police Civilians' Association (SFPCA) executed a three-year Memorandum of Understanding (MOU) for the term of July 1, 2015 through June 30, 2018 (Contract No. 1794).
2. On August 6, 2018, the City and SFPCA executed a Side Letter Agreement (Contract No. 1794(a)) implementing provisions related to the at-will Lead Desk Officer and Desk Officer Trainer positions included in Contract No. 1794.
3. In April 2018, the City and SFPCA met to begin negotiations for a new MOU. The City and SFPCA met regularly between April 2018 and July 2019.
4. In April 2019, the two parties reached a tentative agreement for a successor MOU (Attachment "A"). The tentative agreement included an initial salary adjustment based on

Consideration to Approve a Memorandum of Understanding with the San Fernando Police Civilians' Association and Adopt a Resolution Approving New Classification Specifications for Unit Represented PositionsPage 2 of 3

updated classification specifications (class specs) and job duties for each position represented by SFPCA. It was determined that the best course of action was to present the MOU and update class specs to City Council at the same time. Consequently, staff continued to work with SFPCA to make slight revisions to the class specs.

ANALYSIS:

After meeting on multiple occasions over the past year, the City and SFPCA have tentatively agreed to a new MOU (Attachment "A"). The MOU addresses some of the City's long-term issues as it: 1) caps the City's health insurance contribution at 4% per year, 2) decreases health benefit opt-out payments for new employees, 3) eliminates longevity pay for new employees, 4) increases the amount employees contribute toward pension benefits, and 5) adopts new class specifications to include additional duties. In exchange, employees will receive an initial adjustment to base salary as compensation for the new class specifications and provide modest annual salary adjustments for employees.

The most significant terms are highlighted below:

1. Three-year MOU covering the period July 1, 2018 through June 30, 2021.
2. Salary Adjustments (per effective date):
 - September 1, 2018: Equity adjustments ranging from 2.4% to 6.3%.
 - Upon ratification of agreement: 2.0% and with Classic CalPERS employees picking up 2.0% of the City's CalPERS cost.
 - July 1, 2019: 4.0% with Classic CalPERS employees picking up 2.0% of the City's CalPERS cost.
 - July 1, 2020: 4.0% with Classic CalPERS employees picking up 2.0% of the City's CalPERS cost.
3. Continues the full flex cafeteria plan for all active unit employees. The amount paid to employees that opt out of the City's health benefits will be reduced by \$635 per month for employees hired after July 1, 2018 and \$50 per month for existing employees. The flex dollar amount will be adjusted each January 1st based on the average change from the prior year's monthly premiums, not to exceed 4%. The monthly flex dollar amounts for 2018 and 2019 are as follows:

Consideration to Approve a Memorandum of Understanding with the San Fernando Police Civilians' Association and Adopt a Resolution Approving New Classification Specifications for Unit Represented Positions

Page 3 of 3

	January 1, 2018	April 1, 2019
Opt Out:	\$ 845	\$ 210
Employee only:	\$ 845	\$ 870
Employee + 1:	\$ 1,463	\$ 1,507
Family:	\$ 1,969	\$ 2,028

4. Employees hired after July 1, 2018 will not be eligible to receive longevity pay based on years of service.

BUDGET IMPACT:

The total annual net additional cost of the proposed MOU is outlined in the table below:

Fiscal Year	General Fund	Retirement Fund
2018-2019	\$ 29,740	\$ 6,375
2019-2020 Additional Cost	\$ 65,975	\$ (31,067)
2020-2021 Additional Cost	\$ 47,950	\$ (17,371)

Sufficient contingency funds have been included in the Fiscal Year 2019-2020 Adopted Budget to cover the additional cost.

CONCLUSION:

Staff believes the proposed MOU between the City and SFPCA represents a balanced agreement that provides fair compensation to SFPCA employees in exchange for concessions that will limit the City's long-term health care exposure, decrease pension costs through cost sharing with employees, and improves the City's long-term stability.

ATTACHMENTS:

- A. Contract No. 1928
- B. Resolution No. 7947 with Exhibits 1 – 7: Revised Classification Specifications

**MEMORANDUM OF
UNDERSTANDING
(MOU)**

**San Fernando
Police Civilians' Association
(SFPCA)**

**City of San Fernando
(City)**

SFPOA REPRESENTATION

Service Employees International
Union, Local 721

MOU TERM

July 1, 2018 – June 30, 2021

CITY CONTRACT NO.

1928

ADOPTION DATE

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ARTICLE I - INTRODUCTION**1.01 Preamble**

This "Memorandum of Understanding" ("MOU") by and between, the San Fernando Police Civilians' Association ("SFPCA") and the City of San Fernando ("City") has, as its purpose, the promotion of fair and harmonious relations, cooperation, and understanding between the "City" and SFPCA and the employees that it represents; the establishment of a fair, orderly, equitable, and peaceful procedure for the resolution of misunderstandings or differences which may arise under this MOU; and the establishment of wages, hours and terms and conditions of employment that affect the employees covered by this MOU.

1.02 Recognition

Pursuant to the City's Employer-Employee Relations Resolution and the Meyers-Milias-Brown Act ("MMBA") Government Code (Section 3500 et. seq.), the City recognizes SFPCA as the exclusive representative of the full time employees in the Police Civilian bargaining unit ("PCU").

1.03 Implementation Of The Memorandum Of Understanding (MOU)

This MOU constitutes an agreement and joint recommendation ratification by the general membership of SFPCA, and approval and adoption by the City Council of the City of San Fernando.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, the effective date of that ordinance, rule, regulation, etc. will be the same as the effective date provided for in this MOU, unless otherwise specified to become effective at a different date.

Except as specifically provided herein, the parties do not waive their rights to meet and confer in good faith during the term of this MOU with respect to any other matters within the scope of the meet and confer process.

1.04 Pre-Emptive Law And Severability

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws. If any Article, part of this MOU conflicts with or inconsistent with such laws, or is held invalid by operation of law, then that conflicting or invalid provision shall be of no force or effect, and the remainder of the MOU shall not be affected.

1.05 Duration Of The Memorandum Of Understanding

This MOU shall be effective beginning at 12:00 a.m. on July 1, 2018, and shall continue thereafter for a period of three (3) years, and shall terminate at 11:59 p.m. on June 30, 2021.

MOU: SFPCA (2018 - 2021)Page 2 of 24

Either party to this MOU wishing to negotiate a successor MOU shall endeavor to deliver to the other party by April of the final year of the MOU, a formal request to reopen negotiations, along with a list of negotiable working conditions proposed for meeting and conferring.

All of the current terms and conditions in the MOU shall remain in effect until either a successor agreement is reached between the parties, or the City implements its last, best and final offer following completion of any applicable impasse resolution procedures, or unless a specific expiration date is otherwise provided for in this MOU.

1.06 Full Understanding

SFPCA and the City agree that during the negotiations which resulted in this MOU, each party had the unlimited right and opportunity to make proposals with respect to any subject or matter within the scope of bargaining and that this MOU represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

1.07 Prevailing Rights

To the extent that they are not expressly or by necessary interpretation and application covered by the purpose, intent, and language of this MOU, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the unit shall remain in effect and be operative during the term of this MOU, unless eliminated, enlarged or otherwise modified after a meet and confer process to the extent that such procedures are required by Federal laws and the laws of the State of California.

1.08 City Rights

The City's rights include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the method, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority.

1.09 Non-Discrimination

The parties mutually reaffirm California state laws of nondiscrimination in the treatment of any unit member because of race, religious creed, color, sex, age, disability, sexual orientation,

MOU: SFPCA (2018 - 2021)Page 3 of 24

national origin or ancestry, medical conditions (cancer and genetic characteristics), marital status, and as defined under the California Fair Employment and Housing Act (FEHA) and all other state and federal anti-discrimination laws.

1.10 SFPCA Rights**A. Bulletin Boards**

The City shall grant SFPCA reasonable access to work locations to post their bulletins as needed, for the purposes of notifying members of meetings, elections, events, and other relevant activities. Access shall be restricted so as not to interfere with the normal operations of the Departments or with established safety or security requirements.

B. Use Of City Facilities

With the approval of City Manager, the City agrees that SFPCA may use City facilities to conduct meetings provided that such use does not interfere with the City's normal business operations.

C. Unit Information

Management will provide SFPCA, quarterly, the list of employees in alphabetical order, their employee numbers, class titles, and work location by department. They will also provide the employees home address unless the employee objects in writing, such written statement will be provided to the Union.

D. Membership Meetings

A total of one hour of City time will be provided every month for bargaining unit employees to attend membership meetings for the entire meeting time, which will not take the place of a unit member's lunch break.

E. Payroll Deductions

SFPCA has the right to payroll deduction of membership dues and insurance premiums for non-employer offered union benefits revocable upon written authorization by the affected employee in the form presently used. Such deductions shall be made monthly and forwarded to SFPCA. SFPCA agrees to hold the City harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of deduction of dues.

ARTICLE 2 INSURANCE BENEFITS**2.01 Medical, Dental, And Vision Insurance For Active Employees**

A. The City contracts with the California Public Employees' Retirement System (CalPERS) for medical insurance coverage. Eligible new hires are covered under the program on the first

MOU: SFPCA (2018 - 2021)

Page 4 of 24

day of the month following enrollment. The City will contribute the Public Employee's Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

1. An enrolled employee and eligible dependents
2. An enrolled retiree and eligible dependents; and
3. A surviving annuitant.

The City provides all active employees with a full flex cafeteria plan in accordance with IRS Code Section 125. Unit employees shall receive a monthly flex dollar allowance to apply toward medical, dental and vision benefits offered through the City's insurance plans.

For 2018 and 2019, the monthly flex dollar allowances for employees purchasing benefits under the cafeteria plan, inclusive of the statutory PEMHCA minimum, are as follows:

	January 1, 2018	April 1, 2019
Employee only:	\$845	\$870
Employee + 1:	\$1,463	\$1,507
Family:	\$1,969	\$2,028

Beginning January 1, 2020, and each January 1 thereafter, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based on the average change from the prior year's monthly premium from CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.

B. The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products.

C. Excess Flex Dollars After Selection of Benefits and Supplemental Products

1. Employees hired prior to July 1, 2018, who do not use the entire monthly flex dollar allowance will receive the unused balance, up to \$210 per month, as taxable income.

MOU: SFPCA (2018 - 2021)Page 5 of 24

2. Employees hired on or after July 1, 2018 who do not use the entire monthly flex dollar allowance are ineligible to receive any unused flex dollar allowance amounts.

D. In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

E. Opt Out

Unit employees may elect to discontinue participation in the CalPERS Health Plan medical insurance coverage ("Opt Out"), subject to the provisions set forth below. The intent of this provision is to share premium savings that the City will receive as a result of a unit employee canceling City coverage.

1. Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California, and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.
2. Employees receiving opt-out pay as of July 1, 2018 will receive \$845 per month through December 31, 2020, or until they elect to enroll in City medical insurance, whichever is earlier.
3. Employees that were receiving opt-out pay as of July 1, 2018, and who have continuously received it without interruption will receive \$795 per month beginning January 1, 2021.
4. Employees that were receiving opt-out pay as of July 1, 2018 who subsequently enroll in City medical insurance, then opt out again after July 1, 2018 will receive the opt-out pay provided for employees "who opt out after July 1, 2018" as enumerated in provision 5 of this section.
5. For employees not receiving opt-out pay as of July 1, 2018 and/or who opt out after July 1, 2018, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210/month) each month into Retiree Health Savings Account.
6. After electing to Opt Out, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.

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7. For medical insurance plans, when a unit employee is the spouse of another benefited employee, the affected employees shall have the option of:
 - a. Receiving a flex dollar amount and selecting coverage as a single employee; or
 - b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

2.02 Medical Insurance For Retirees

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a three (3) tier structure for retiree medical insurance. The City will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

1. Retiree Medical Tier I: Employees retired on or before June 30, 2015:
 - a. If retired on or before December 31, 2012, 100% paid medical insurance premium for employees and eligible dependents.
 - b. If retired on or after January 1, 2013, 100% paid medical insurance premium for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or before June 30, 2015 and retire on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance premium for whatever plan the employee selects for himself/herself and eligible dependents, except PERS Care plan, if the most expensive.

3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum

2.03 Retiree Health Savings Account

The City shall contribute \$50 per month into a Retiree Health Savings Account (RHSA) for all Retiree Medical Tier III employees.

The City shall also contribute a monthly amount into an RHSA for employees as follows:

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1. For employees hired prior to July 1, 2018, the City will contribute \$210 per month into a RHSA if the employee was not receiving opt-out pay as of July 1, 2018 and/or choose to opt out after July 1, 2018.
2. For employees hired on or after July 1, 2018, the City will contribute an additional \$25 into an RHSA, regardless of whether they choose to opt out and an additional \$210 into an RHSA for those employees who opt out.

2.04 Life Insurance

The City shall provide each unit member with a \$50,000 Basic Life and Accidental Death & Dismemberment insurance policy at no cost to the employee.

ARTICLE 3 – RETIREMENT BENEFITS**3.01 Retirement Formula**

A. The City provides retirement benefits to eligible unit employees through CalPERS as set forth below. The definition of “new” member and “classic” member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

1. First Tier: “Classic” members hired prior to November 12, 2005 receive the 3% at 60, highest twelve consecutive months compensation retirement calculation, as per Government Code section 21354.3.
2. Second Tier: “Classic” members hired on or after November 12, 2005 receive the 2% at 55, of the highest twelve consecutive months compensation retirement calculation, as per Government Code section 20475.
3. Third Tier: “New” members hired on or after January 1, 2013 receive the 2% at 62, 36 consecutive months average compensation retirement calculation, as per Government Code sections 7522.20, 7522.30, and 7522.32.

B. The City also provides the following retirement benefits for SFPCA employees covered by this MOU:

1. Fourth Level of 1959 Survivor Benefits (Government Code § 21574).
2. Up to 5% Annual Cost-of-Living Allowance (COLA), as determined by CalPERS for unit employees hired on or before November 12, 2005; and up to 3% COLA, as determined by CalPERS for unit employees hired after November 12, 2005 (Government Code § 21335).
3. Credit for Unused Sick Leave for unit employees as per CalPERS guidelines (Government Code § 20965).

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3.02 CalPERS Contributions**A. Employer Paid Members Contributions for Classic Members**

The City shall pay 8.0% of the member contribution for First Tier “classic” members and 7.0% of the member contribution for Second Tier “classic” members.

The City’s payments, above, shall be treated as a “pick up” of employee contributions pursuant to IRC 414(h)(2).

The City shall report the value of the Employer Paid Member Contribution (“EPMC”) to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

B. PEPRA Member Contributions

In accordance with PEPRA, “New” members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

C. CalPERS Cost Sharing

Classic Employees in the bargaining unit shall pay an additional pension contribution as cost sharing in accordance with Government Code section 20516(f) as follows:

- Effective on the first day of the first full pay period after Council adoption of this MOU: two percent (2%) for a total of 2% cost sharing of the City’s contribution.
- Effective July 1, 2019: two percent (2%) for a total of four percent (4%) cost sharing of the City’s contribution.
- Effective July 1, 2020: two percent (2%) for a total of six percent (6%) cost sharing of the City’s contribution.

This cost-sharing provision will continue in effect beyond the term of this MOU, until otherwise negotiated by the parties.

3.03 Military Buy Back

The City contracts with CalPERS to implement Government Section 21024, Military Service Credit as Public Service, at no cost to the City for eligible employees.

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ARTICLE 4 – LEAVE BENEFITS**4.01 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, carry over 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:

<u>Years of Service and Annual Accrual</u>	<u>Max. Accrual</u>
0 – 4 years of City service: 11 days (88 hours)	176 hours
5 – 10 years of City service: 16 days (128 hours)	256 hours
11 years of City service: 17 days (136 hours)	272 hours
12 years of City service: 18 days (144 hours)	288 hours
13 years of City service: 19 days (152 hours)	304 hours
14 years of City service: 20 days (160 hours)	320 hours
15 years of City service: 21 days (168 hours)	336 hours

4.02 Holiday Leave

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

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

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12. Floating Holiday

Floating holiday hours are credited each July 1 and must be used before June 30. Unused floating holiday hours are not carried forward.

Employees that work a 5/8 or 9/80 schedule and are required to work on a City recognized holiday shall receive holiday compensation at the rate of time and one-half (1.5) times their normal rate of pay in addition to pay for all hours worked.

Employees that work a modified 3/12 work week shall accrue 96 hours of Holiday leave per year, with 48 hours credited each January 1st and an additional 48 hours credited each July 1st. 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 1st, 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.

4.03 Sick Leave

Sick leave shall be accrued, allowed, and credited as follows:

1. Full time employees accrue sick leave at the rate of 8 hours per month. Employees are eligible to use sick leave once it has been accrued.
2. Any employee eligible for sick leave may use such leave for the following reasons:
 - a. Medical and dental office appointments during work hours when authorized by the immediate supervisor; and/or
 - b. Personal illness or physical incapacity resulting from causes beyond the employee's control, including, but not limited to pregnancy, childbirth, and other medically-related conditions; and/or
 - c. For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).
 - d. Sick leave shall be considered as "actual time worked" for purposes of calculating overtime premium pay.

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- e. In accordance with the California Family Sick Leave and Paid Sick Leave Acts, an employee is allowed up to 48 hours of family leave per calendar year for family-related illness or injury, which shall be charged against the employee's accumulated sick leave. "Family" as used in this subsection is limited to any relation by blood, marriage, or adoption who is a member of the employee's household (under the same roof); and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, sibling, grandchild, or grandparent of the employee, regardless of residence.
 - i. As used in this subsection, the term "child" includes any biological or adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (regardless of age or dependency status).
 - ii. As used in this subsection, the term "parent" includes any biological or adoptive parent, foster parent, stepparent, legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.
- 3. The City may request a doctor's note after the third (3rd) day of illness.
- 4. Employees shall be allowed to accumulate sick leave to a maximum accrual of 800 hours. All time accrued in excess of 800 hours shall be paid at the end of the calendar year, at the rate of 35% of the amount in excess of 800 hours at the employee's regular rate of pay.
- 5. The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS to be paid at the employee's then prevailing rate of pay, one half (1/2) of accumulated and unused sick leave time (total of employee's "sick leave bank" plus the accumulated sick leave for the current year) not to exceed a maximum of the employee's one (1) month pay.

4.04 Bereavement Leave

The City shall authorize unit members to utilize up to three (3) days City-paid bereavement leave following the death of an immediate family member and one (1) City-paid day following the death of an extended family member.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, sibling (including step or half), child, spouse or registered domestic partner as permitted by California law, or any person living in the employee's household. Proof of residence may be required. "Parent" shall mean biological, foster or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted or foster child, stepchild, legal ward or a child of an employee who has

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parental rights. Extended family shall include aunts, uncles, cousins, godparents or godparent equivalent.

The Department Head may authorize additional days of leave for bereavement purposes on a case-by-case basis. The unit member may utilize accrued sick leave or vacation time during the bereavement period for additional time off if needed.

4.05 Catastrophic Leave Donation Program

Unit employees will be eligible for catastrophic leave donations pursuant to the City's Catastrophic Leave Donation Policy.

4.06 Time Off For Promotional Tests Or Interviews

Employees shall be required to utilize their own time (e.g., unused Vacation, Holiday, or Compensatory time) for purposes of taking tests or participating in interviews within or outside the City. Procedure for such time off shall be consistent with existing City policy.

ARTICLE 5 – COMPENSATION**5.01 Salary**

The base salary for each represented unit classification shall be adjusted as follows:

- Effective on the first day of the first full pay period following September 1, 2018 equity adjustments as follows:

Classification	Change in GPD (%)*
Community Preservation Officer	87 GPD to 92 GPD (6.3%)
Police Desk Officer – Dispatch	91 GPD to 93 GPD (2.4%)
Police Desk Officer – Dispatch/Jailer	91 GPD to 94 GPD (3.4%)
Police Records Specialist	72 GPD to 74 GPD (2.9%)
Property Control Officer	81 GPD to 83 GPD (2.8%)
Records System Administrator	105 GPD to 107 GPD (3.0%)
Administrative Assistant (formerly Police Office Specialist)	78 GPD to 82 GPD (5.9%)

* GPD refers to General Police Department Salary Resolution

* Community Service Officer remains at same GPD

- Effective on the first day of the first full pay period after Council adoption of this MOU, the base salary for each represented unit classification shall be increased by two percent (2%), with Classic CalPERS members picking up two percent (2%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02 (3) above.

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- 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 four percent (4%), with Classic CalPERS members picking up an additional two percent (2%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02(3) above, for a total pickup of four percent (4%) of the City contribution.
- Effective on the first day of the first pay period beginning after July 1, 2020, the base salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up an additional two percent (2%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02(3) above, for a total pickup of six percent (6%) of the City contribution.

5.02 Definitions

As used in this MOU, "Base salary" means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pay, and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act (FLSA).

5.03 Calculation Of Benefits

If applicable, benefits that are a percentage of base salary will be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

ARTICLE 6 – WORK SCHEDULE**6.01 Modified Work Schedule**

The City shall include both the 3/12 and 9/80 work schedules as permanent items in the MOU. City Hall business hours are as follows: 7:30 a.m. – 5:30 p.m. (Monday – Thursday), and 8:00 a.m. – 5:00 p.m. (every Friday). Employees working the 9/80 work schedule shall have the option of either A or B schedule with either opposite Mondays or Fridays off. However, employees assigned to work at City Hall shall work the schedule consistent with City Hall schedule above. The City shall provide at least 30 days prior notification in the event it proposes to change the compressed workweek schedule.

A Police Desk Officer that works a twelve-hour shift will have the option to combine his/her three (3) fifteen (15) minute rest breaks, and a thirty (30) minute lunch break into one (1) hour and fifteen (15) minute lunch break within the first five and one-half (5 1/2) hours from the beginning of their work shift, or when operationally feasible. If a Police Desk Officer works an eight (8) hour day, he/she is entitled to only two (2) fifteen (15) minute breaks, plus a thirty (30) minute lunch break

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The City shall endeavor to provide bargaining unit employees with at least seven and one-half (7.5) hours of rest between work shifts as stated in the San Fernando Police Department's policies and procedures. At times, a unit employee may be asked to work beyond their normal scheduled working hours to cover another unit employee's work shift (due to sick callout, emergency incident, etc.). When this occurs, the unit member may not receive the seven and one-half (7.5) hour rest time between work shifts. The on-duty supervisor will make every attempt to find another unit member (provided they have been properly trained for a particular job classification) to cover the work shift prior to requiring the on-duty bargaining unit member to work additional hours. The purpose of this provision is to avoid exceeding eighteen (18) consecutive work hours for any bargaining unit member.

6.02 Shift Selection/Time Off Selection

Employees that work rotating shifts shall bid time off vacation requests, time-off holiday requests and time off compensatory requests by seniority, according to their date of hire into that particular job classification in his/her department.

Employees that work rotating shifts shall bid for shift selection on a rotating basis from top to bottom annually (calendar year). Probationary employees shall not be part of the bidding process until they have passed the probationary period.

Block requests of forty-four (44) hours (vacation, holiday, compensatory, etc.) shall take precedence over shorter time off requests, regardless of seniority. If multiple unit employees request the forty four (44) hour threshold for the same time frame, then priority resorts back to seniority.

If a bargaining unit member requests time off, then wants to rescind his/her request, he/she must do so at least two calendar weeks (14 days) prior to their original requested time off. If the bargaining unit member does not give two calendar weeks' notice when rescinding a time-off request, he/she will be required to take the original requested time off. If a bargaining unit member has no time in his/her respective time banks, they will be required to take time off without pay. The only exception is a catastrophic incident, such as a death in the family or illness. The unit employee may be asked to provide proof of a catastrophic incident.

ARTICLE 7 – WORKERS' COMPENSATION**7.01 Workers' Compensation**

In those instances when an employee experiences an injury which is recognized as job-related by the City or the Workers' Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) working days of disability without charge against accumulated sick leave, Thereafter, the injured employee shall have the following options:

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1. Remain on full pay with time charged against accumulated earned leave (sick leave/vacation). The injured employee shall remit his/her worker's compensation check to the City, and the City shall then credit back appropriated leave time in relation to the amount of the check. Upon using all accumulated leave time, the injured employee shall retain the disability time off. Employees may choose to only use sick leave and not vacation under this provision; or
2. Accept the workers' compensation check as compensation during the period of disability with no time charged against accumulated earned leave time.

The City agrees to continue full payment of all insurance premiums for the duration of any job-related injury or illness at the same level as the employee had prior to his/her injury regardless of whether or not the employee is on payroll.

In accordance with CalPERS stipulations, as soon as it is believed that a unit employee is unable to perform his/her job because of an illness or injury which is expected to be permanent or last longer than six months, the employee may request that the City accommodate/transfer him/her to a less demanding vacant position. Should there not be a vacant position available, the City shall have the option to submit an application for disability retirement on the employee's behalf, provided that the employee has attained five or more years of service.

However, nothing in this provision, takes away the employee's option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code Section 20731. The injury or disease causing the incapacity or disability need not be job-related.

7.02 Modified Duty Work

The City will provide temporary modified duty work, if available, as a reasonable accommodation to employees who have sustained a work-related injury or illness. In providing such temporary modified duty work, the City shall comply with all applicable provisions of the law.

ARTICLE 8 – UNIFORM/EQUIPMENT ALLOWANCE**8.01 Uniform/Equipment Allowance**

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

1. Except for the Community Preservation Officer, unit members will receive two (2) complete sets of uniforms at time of hire, with two (2) replacements each year, an initial issue of one outdoor jacket with biennial (every two years) replacements, and

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an annual uniform allowance of \$300 per year. Clerical staff also receive one casual polo shirt. The Community Preservation Officer will receive five replacement polo shirts per year, and one outdoor jacket with biennial replacements.

2. Boots/Shoes: 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.

B. Uniforms shall consist of:

1. Clerical –Shirt/Casual Polo, skirt, or pants, blazer, and vest
2. Police Desk Officer –Shirt, skirt or pants, name tag, tie, tie bar, and belt
3. Community Service Officer – Pants, shirt, jacket, and belt and name tag.
4. Community Preservation Officer – Polo shirt, and jacket.

Sections above, they shall be paid by separate payroll check semi-annually in the first full non-payroll week after November 15th and May 15th. 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.

8.02 Rain Gear

The City shall provide rain gear to employees assigned to work in the rain.

ARTICLE 9 – OVERTIME & OTHER COMPENSATION**9.01 Overtime Issues And Language**

Non-exempt employees who work under the regular 8 a.m.–5 p.m., Monday – Friday schedule must be paid overtime or compensatory time off (CTO) granted at the employee's request as defined in Article 9, section 9.02 for all hours worked over forty (40) hours in a seven (7) day work period.

Non-exempt employees that work a 9/80 or other flex work schedule shall have 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 (CTO) at the Employee's request as defined in Article 9, section 9.02. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

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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, non-sworn 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 (7.5) hours between assigned work shifts (e.g., an employee cannot work a twelve-hour shift followed by an overtime shift of 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 work shifts).

Overtime offered to bargaining unit employees shall be posted to give bargaining unit members ample time to sign up for the overtime. A senior bargaining unit member may bump a junior bargaining unit member, as long as it does not interfere with the senior bargaining unit 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 a bargaining unit member's assigned shifts).

9.02 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 Department Head's approval. 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's 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.

9.03 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.

9.04 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

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shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified. This provision will not apply to an employee temporarily assigned to fill a vacant higher-level classification, which shall be governed by Section 9.05 (Acting Out of Class) of this MOU.

9.05 Acting Out Of Class

An employee assigned by his or her Department Head, with City Manager approval, to perform the duties of a higher level classification due to vacancy or prolonged absence in that higher level classification (e.g. vacation or other leave of absence) shall be paid as follows:

1. Effective on the fifth consecutive business day of assignment in that higher-level classification, five percent (5%) higher than their current base salary, retroactive to the first day of the assignment.
2. 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%) higher than their current base salary, whichever is greater, 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.

9.06 Longevity

Employees hired by the City on or before June 30, 2018 are eligible for Longevity pay under the following terms:

1. Unit employees who have, from date of hire, completed 10 years of continuous service with the City will receive an additional three percent (3%) above the base salary step.
2. Unit employees who have, from date of hire, completed 20 years of continuous service with the City will receive an additional one percent (1%) above the previous first longevity step, for a total of four percent (4%) above their base salary step.

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3. Unit employees who have, from date of hire, completed 30 years of continuous service with the City will receive an additional one percent (1%) above the previous second longevity step, for a total of five percent (5%) above their base salary step.

An employee on leave of absence without pay, or any form of leave without pay, with the exception of the federal or state 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.

Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity Pay.

9.07 Bilingual Pay

The City shall provide Bilingual Pay in the amount of \$100.00 per month to those unit employees that satisfy the following conditions:

1. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on a written and/or oral testing procedure selected by the City with such testing to be conducted every five years;
2. Employees receiving bilingual pay as of July 1, 2018 must pass the testing by June 30, 2021 to continue to receive the bilingual pay; and
3. 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.

Written Translation of City Materials: 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.

9.08 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 (1.5) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

ARTICLE 10 – REIMBURSEMENTS**10.01 Tuition Reimbursement**

The City shall reimburse unit member's tuition for approved courses to a maximum of \$3,000 per fiscal year. Department Heads and employees should make every effort to submit accurate requests for tuition reimbursement during the annual budget process.

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Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "C" Grade and commit to continued service to the City for the equivalent of the school units, not to exceed two (2) years.

Employees enrolled in an approved tuition reimbursement program may charge mileage beyond ten (10) miles against tuition reimbursement at the current IRS rate.

10.02 Mileage Reimbursement

Employees who are required by the City to use their private vehicles on City business (i.e. training) shall be reimbursed for mileage at the prevailing IRS rate.

ARTICLE 11– NEPOTISM**11.01 Nepotism**

The City shall implement and enforce a policy prohibiting nepotism as defined below:

1. No person shall be appointed, promoted or hired into a position in the same department when that person's relative already holds a position in the same department, and such employment would result in a direct supervisor-subordinate relationship.
2. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy.
3. For purposes of this section, "relative" means spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
4. If a supervisor and subordinate in the same department marry, the department reserves the right to transfer the employee with the least City seniority to another assignment within the department that is consistent with this policy, without loss of pay. If no such assignment exists in the department that will remedy this supervisor-subordinate relationship, the employee with least seniority may be transferred to another department. If no such transfer is possible, that employee may be separated from service.

ARTICLE 12 – GRIEVANCE**12.01 GRIEVANCE PROCEDURES**

Grievances shall be processed in accordance with the City's Personnel Policies.

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ARTICLE 13 – MISCELLANEOUS**13.01 Layoffs/Seniority/Re-Employment Lists/Call Back/Transfers In Lieu Of Layoff**

The City agrees that during the term of this MOU, no employee shall be laid off or furloughed, as a result of the contracting out of unit work.

A. Layoffs

Whenever the City Council determines that employees are to be laid off due to curtailment of work, reorganization, lack of funds, or because the necessity for a position no longer exists, the City shall meet and confer over impacts prior to the layoffs with SFPCA. Such impacts may include, but not be limited to, job placement assistance, and severance compensation subject to the meet and confer process.

The City Council may authorize the City Manager to layoff or transfer or demote in lieu of layoff. The City Manager shall notify those employees to be laid off at least ten (10) working days prior to the effective date of any such layoff. If less than ten (10) working days' notice is given, City shall pay commensurate pay up to ten (10) day total.

B. Seniority

Layoff shall be by seniority. Seniority for purpose of layoff shall be determined by the date of original appointment to the classification that is identified for layoff. The seniority list shall include all permanent employees. When seniority is equal, the employee with the earliest hire time (original appointment in department to non-sworn position for Police) shall be determined to have the most seniority.

All temporary and provisional employees in the classification involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for layoff shall have the right to bump within a classification (should the job classification change, the employee will be able to use the new/current comparable classification to bump) in which he/she formally held. Seniority in this instance would be time served in this classification and time in higher classification.

Permanent employees shall be laid off in the reverse order of seniority.

C. Re-Employment Lists/Call Back

Upon submission of the approved form to the Personnel Manager, employees laid off or demoted in lieu of layoff or transfer in lieu of layoff shall have their names placed on a re-employment list for their former class. The name of any employee on a reemployment list shall be ranked in order of the effective date of the layoff or demotion in lieu of layoff. A laid-off employee re-appointed from a re-employment list shall be considered as having been on leave

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of absence without pay during the period of layoff. The names of employees on the re-employment list shall be retained for the term of the MOU. If a vacancy is filled from a re-employment list, the appointee shall be the individual whose name appears in the first position on such list.

D. Transfer in Lieu of Layoff

Transfers, including lateral, will be by seniority within a classification. The City shall request volunteers first and if there are no volunteers, the employee with the least seniority will be automatically transferred.

The transfer will be held in abeyance and posted in the Personnel Division and respective department for five (5) work day to allow for volunteers to apply.

Should the position that the employee was transferred from becomes available, the employee who volunteered or was transferred due to his/her seniority shall be offered the available position or shift and will have the right of first refusal.

13.02 Safe And Respectful Workplace For All City Workers

The City shall agree to update applicable policies to ensure a safe and respectful workplace for all workers. The City also affirms its respect for its worker and shall not condone any unfair treatment of any employee. The City shall update all policies once a year and provide the changes to the Union if and when updated.

13.03 Joint Labor/Management Committee (JLMC)

The City and SFPCA agree to establish a Joint Labor-Management committee to consult on issues of mutual concern, including, but not limited to, safety issues. The committee shall be limited to a total of six (6) members unless the parties mutually agree otherwise. Three (3) members shall be appointed by the City and three (3) shall be appointed by SFPCA.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings. The Committee will make recommendations to the Council for implementation once the Council concurs, with its recommendation.

The City and the Union agree to meet and confer through the Joint Labor Management Committee, which will meet on a monthly basis, or as needed, regarding the City Personnel Rules, Regulations and Policies including Departmental Rules, Regulations and Policies, provided such rules, regulations and policies are within the scope of representation.

Scheduling of the Joint Labor Management Committee will be achieved by the parties mutually agreeing to the date, time and location.

The Committee will meet on City work time.

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13.04 Do No Harm

The City agrees that no member of the bargaining unit shall have his or her wages or salary or any other compensation negatively affected by the implementation of the results of the classification study.

13.05 Privatization

The City agrees to meet and confer on the impact of any decision to privatize bargaining unit work that may result in the elimination of an employee's position.

13.06 Employee Assistance Program

The City will maintain the privacy provisions of the Employee Assistance Program (EAP). Employees may visit a City-designated EAP Specialist without having to go through the Personnel Division.

13.07 Job Descriptions

Each employee will be provided with a copy of his/her job description. The duties and responsibilities of each position shall be consistent with the specifications for the job.

For the purposes of this MOU, "classification" shall mean an individual employee's job classification, or an individual employee's job description, or the classifications or job descriptions of a group of employees who share the same classification or job description.

13.08 Other

The City will adopt new classification specifications in accordance with the Classification and Compensation study finalized August 2016, and as further modified in 2018-2019.

(SIGNATURE PAGE TO FOLLOW)

MOU: SFPCA (2018 - 2021)Page 24 of 24

CITY OF SAN FERNANDO

By: _____
Nick Kimball, City Manager

By: _____
Timothy T. Hou, Deputy City Manager
and Director of Community Development

By: _____
Michael Okafor, Personnel Manager

**SAN FERNANDO POLICE CIVILIANS'
ASSOCIATION (SFPCA)**

By: _____
James Vanicek, President

By: _____
Sylvia Ortega, Vice-President

By: _____
Rosa Guzman, Secretary

By: _____
Christopher Rios, Treasurer

ATTACHMENT “B”**RESOLUTION NO. 7947****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO.
4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF
SUPPLEMENT NO. 177 THERETO**

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 177 (Exhibits “1-7”) covering important and essential duties, job-related and essential qualifications for the following positions and classifications:

**ADMINISTRATIVE ASSISTANT
COMMUNITY PRESERVATION OFFICER
COMMUNITY SERVICE OFFICER
POLICE DESK OFFICER
POLICE RECORDS ADMINISTRATOR
POLICE RECORDS SPECIALIST
PROPERTY CONTROL OFFICER**

Supplement No. 177 is hereby adopted and approved as the new official job classifications and definitions, prescribing important and essential duties, job-related and essential qualifications for the positions and classifications set forth above. Copies of Supplement No. 177 are now on file in the office of the City Clerk. Said Supplement No. 177 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 19th day of August 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 19th day of August, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

JOB SPECIFICATION

CLASS TITLE

ADMINISTRATIVE ASSISTANT

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT

GENERAL PURPOSE

Under general supervision, provides difficult, responsible and specialized administrative and office management support duties in a department; creates and maintains department-specific reports, records and files required for work processes; assists in budget development and tracking; assists in personnel actions; performs public counter duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Administrative Assistants perform a variety of routine to specialized administrative support functions requiring a broad knowledge of the terminology, procedures and practices applicable to their functional area. Incumbents may provide office administrative and secretarial support services to managers and supervisors and provides backup to other office clerical and administrative staff. Assigned work requires the use of initiative and judgment in selecting appropriate work methods, understanding and applying detailed information and procedures in handling routine and non-routine data and department-specific projects.

Employees in this class typically report to one or more managers, supervisors or professionals and may assist a department director on particular projects.

Administrative Assistant is distinguished from Executive Assistant in that an incumbent in the latter class directly supports a department director.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Provides clerical and administrative support to one or more division heads, managers, supervisors or professionals; using standard office software, composes and/or types memoranda, correspondence, reports, agreements, contracts, marketing materials, presentations, spreadsheets, forms and other documents; responds independently to phone calls, correspondence and email inquiries regarding a variety of department matters.
2. Creates, develops, maintains and updates specialized and custom forms, databases, logs, files, records and reports to support technical work processes in areas of responsibility; designs, develops and maintains spreadsheets requiring data interpretation and manipulation; tracks and maintains federal, state and regulatory required data, permits, certifications and training, and prepares for submission to authorities.
3. Maintains records in the form of blueprints, drawings, sketches, plans and specifications, using tradi-

ESSENTIAL DUTIES AND RESPONSIBILITIES

- tional and electronic media tools and techniques; maintains physical and electronic records, filing systems and requests including work order tracking records; requisitions necessary tools, equipment and supplies. (Community Development; Public Works)
4. Prepares, assembles and issues Requests for Proposals, Requests for Quotations and other contractor solicitations; assists departments and staff in the preparation of Scope of Work documents; may coordinate and attend bid openings and coordinate bid evaluation documentation; prepares agreements, facility and equipment leases and other documents required to implement and monitor contractor activities; obtains all necessary approvals and signatures and monitors the review process to ensure timely completion.
 5. Generates cost estimates for City services; creates and tracks payment of invoices for City and departmental services and programs; prepares and processes requisitions, purchase orders, travel requests and check requests; verifies the accuracy of expense reports, credit card activity, receipts and invoices; creates spreadsheets and manages databases to track purchases made on purchase orders; ensures invoices are compliant with contracts; validates information with vendors.
 6. Maintains a variety of standard office and specialized records and files; maintains spreadsheets and databases to track KPIs and department and project documentation; calculates budget usage and fund percentages; tracks multiple funding sources; may participate in grant administration functions including collecting basic program data and generating performance reports.
 7. Performs basic research and investigations; prepares and coordinates a variety of work reports and records; attends meetings; schedules and maintains mandatory training records for staff; represents the division/department with other departments and agencies.
 8. Schedules appointments and makes meeting arrangements; oversees the development and coordination of departmental special events; assists with setup and cleanup for various meetings and events; contacts vendors for food orders, marketing materials, supplies and audio visual equipment; handles other meeting and event logistics including soliciting volunteers.
 9. Determines if vehicles have been towed or stolen; determines proof of liability insurance and ownership of vehicles and issues or denies releases accordingly; verifies identity and information, reviews criminal history information with subjects and takes initial requests for challenges to record information; releases information as appropriate. (Police)
 10. In some assignments, receives emergency and non-emergency requests for City parks, facilities and grounds maintenance via phone and email; determines nature and priority of calls and refers to Police dispatch as needed; logs requests for service; assigns work orders to appropriate trades using radio, email or work order tracking system; communicates with various agencies and utilities as needed. (Public Works; Recreation and Community Services)
 11. In some assignments, may provide guidance and direction in the work of lower-level staff; participates in scheduling, assigning and monitoring work of other employees for completeness, accuracy and conformance with City standards; provides information and instruction on work processes, proper uses of equipment and safe work practices; provides input to the supervisor on employee work performance and behaviors.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Office administration standards and procedures.
2. Principles, practices, concepts and techniques used in customer service, public relations and community outreach.
3. Basic research methods and data analysis techniques.
4. Federal, state and local laws, regulations and court decisions governing area of assignment.
5. City organization, rules, policies and procedures applicable to departmental operations.
6. The City's general accounting system and associated systems, practices and procedures for processing accounting information and interpreting input and output data.
7. City policies, procedures and rules regarding bidding process, budgeting, purchasing and travel/ training and expense reporting.
8. Practices and techniques of sound business communication; correct English usage, including spelling, grammar and punctuation.
9. Provisions of the Public Records Act.
10. Safety policies and safe work practices applicable to the work.
11. Records management, recordkeeping and filing practices and procedures.
12. Uses and operations of scanners, phone systems, computers, standard business software and specialized database and spreadsheet applications.

ABILITY TO:

1. Organize, set priorities and exercise sound, independent judgment within areas of responsibility.
2. Compose clear, concise and comprehensive analyses, correspondence, reports, studies, agreements, presentations and other written materials from brief instructions.
3. Analyze problems, evaluate alternatives and recommend effective courses of action.
4. Research and interpret data, either in basic statistical or narrative form.
5. Prepare, administer and monitor a department budget and anticipate future budgetary needs.
6. Maintain sensitive and confidential information.
7. Reach sound decisions in accordance with City policies and procedures.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

8. Communicate effectively, both orally and in writing.
9. Understand and follow written and oral instructions.
10. Use tact and diplomacy in dealing with difficult issues, situations and concerned people.
11. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and five years of progressively responsible experience in administrative, financial and/or technical support functions; or an equivalent combination of education, training and experience are required. Experience in a public agency is preferred. Completion of college-level course work is highly desirable and may be substituted for up to two years of the required experience on a year-for-year basis.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

Must obtain and maintain a valid California Class C Driver's License, and maintain insurability under the City's vehicle insurance program during the course of employment with the City.

Ability to speak Spanish is highly preferred.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills and basic math; learns and applies new information and skills; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet.



JOB SPECIFICATION

CLASS TITLE

COMMUNITY PRESERVATION OFFICER

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT

GENERAL PURPOSE

Under general supervision of the Director of Community Development, performs routine to difficult field inspections of public and private property to ensure compliance with City zoning, municipal and building code provisions; explains regulations relating to codes to the public; inspects for business licenses; issues compliance orders and citations; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Community Preservation Officer performs journey-level code compliance duties including proactive field enforcement as well as responding to complaints regarding code compliance, nuisance abatement and community preservation. Assigned work requires general knowledge of the functions applicable to code enforcement and the ability to solve routine to moderately difficult problems.

This position reports directly to the Community Development Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Performs inspections and re-inspections of public and private property to ensure compliance with City zoning, municipal and building codes, including proactive inspections of residential, commercial and industrial buildings and properties; investigates and determines existence and type of zoning, municipal or building code violations and recommends corrective actions to bring about compliance; determines time frames for compliance achievement; issues verbal warnings, notices of violation and citations in accordance with all City codes; documents investigations and inspections.
2. Answers inquiries from and advises property owners, builders and the public regarding compliance with City municipal and building codes; responds to citizen complaints regarding potential code violations; coordinates with other City departments and other governmental agencies and performs code enforcement actions as necessary including encroachment issues, animal control and licensing, delinquent business licenses, non-payment of City fees and utility bills, refuse collection issues, NPDES violations and damaging public property; represents the City in court and testifies regarding code violations.
3. Visits or researches City businesses to ensure valid business licensing and compliance with applicable codes and conditions of operation; contacts vendors that are illegally selling, peddling or soliciting in the City; issues written warnings, compliance orders, citations and documents items being sold; seizes items

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

being sold and documents storage of evidence if necessary; testifies at court hearings as needed.

4. Responds to and investigates calls for service regarding mosquitoes, bees, insects or vermin; issues notices of violation, notices to abate nuisance and citations; identifies and monitors potential sources of mosquito breeding; works with Los Angeles County Vector Control to treat sources of mosquito breeding as needed.
5. Performs public outreach and mediation of community concerns regarding property maintenance, municipal code compliance and enforcement and impacts on the community; attends Neighborhood Watch meetings; leads or participates in homeless counts; may provide information and assistance at a public counter.
6. Maintains accurate, complete records of complaints, inspections, violations and citations within the City's permit, application, and code enforcement case tracking software system; prepares periodic written reports and/or memorandums detailing code enforcement activity.
7. May provide oversight of and direction to City employees and volunteers performing graffiti removal; may assist in training new Community Preservation Officers.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. City, county, state and federal laws and regulations and City codes relating to zoning and building permits, public health, public safety, peace and public nuisance.
2. Procedures involved in the enforcement of codes and regulations including methods and techniques of researching, conducting and documenting field investigations.
3. Effective public relations practices.
4. Evidentiary requirements for courts of law.
5. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
6. Safety policies and safe work practices applicable to the work.
7. Records management, recordkeeping, filing and basic purchasing practices and procedures.
8. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

ABILITY TO:

1. Recognize conditions that constitute code violations.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

2. Analyze potential code violations accurately and adopt effective resolution processes.
3. Research and interpret zoning, building and municipal codes.
4. Perform code enforcement activities with minimum supervision.
5. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
6. Reach sound decisions in accordance with City policies and procedures.
7. Prepare clear and accurate reports, documents, data entries and files.
8. Communicate effectively, both orally and in writing.
9. Understand and follow written and oral instructions.
10. Represent the City effectively in dealings with the public, City staff and other agencies.
11. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
12. Establish and maintain effective working relationships with City management, staff, property and business owners, vendors, the public and others encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is: Graduation from high school or GED equivalent, and two years of code enforcement experience involving public contact in a municipal setting; or an equivalent combination of training and experience.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

A POST Training, PC 832 certificate is required and must be maintained during the course of employment. Certification as a Code Enforcement Officer (CCEO) by an organization recognized by the California Alliance of Code Enforcement Organizations (CACEO) is highly desirable.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 25 pounds unaided.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office and field environment where the noise level is usually moderate. The employee is occasionally exposed to wet or humid conditions, vibration, airborne particles, toxic or caustic chemicals, and risk of electrical shock. The noise level is occasionally loud. The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

JOB SPECIFICATION

CLASS TITLE

COMMUNITY SERVICE OFFICER

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT

GENERAL PURPOSE

Under general supervision, enforces parking regulations on streets and city parking lots; assists regular officers in the disposition of calls not requiring immediate law enforcement response including automobile accidents; serves subpoenas; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Community Service Officer performs city-wide parking control functions, such as enforcing parking and street-sweeping ordinances, towing and impounding abandoned and inoperative vehicles and issuing citations. An incumbent is expected to be knowledgeable of state and city laws, ordinance, procedures and practices pertaining to motor vehicle and parking enforcement. Work is generally performed independently with review following completion for accuracy and conformance with policies, procedures and standards.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Patrols city streets, parking lots and neighborhoods to enforce parking control laws and regulations; identifies vehicle and parking control illegalities and determines, writes and/or issues citations or warnings in accordance with City and state laws, regulations, ordinances and procedures; patrols daily street-sweeping routes and issues citations to parked vehicles impeding street-sweeper routes.
2. Interacts with the public on an ongoing basis; receives, researches and responds to parking and vehicle enforcement questions, issues and complaints; provides information to the public on parking regulations and ordinances and citations; reports traffic accidents and traffic hazards, and reports graffiti.
3. Responds to customer complaints and conducts field investigations of abandoned and inoperative vehicles, vehicles with multiple violations and other vehicle code violations; issues warnings and citations; coordinates the towing and impounding of abandoned/inoperative vehicles or vehicles in violation of other codes and ordinances.
4. Services and maintains parking control equipment and vehicles; cleans and fuels assigned City vehicles; monitors proper functioning of parking control equipment.
5. Makes oral presentations to businesses, community organizations and neighborhood watch groups to explain parking rules and regulations and to explain community services and programs and the procedures for obtaining services; assists with special events and community outreach activities.

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

6. Assists sworn officers in the field with traffic control; may serve subpoenas; may conduct vehicle inspections.
7. Enters, modifies, updates and retrieves computer data; maintains records and prepares reports.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. State and City vehicle and parking laws, codes, ordinances and practices.
2. General functions, operations and activities of a police department.
3. Standard office practices and procedures, including recordkeeping and filing.
4. Customer service practices and telephone etiquette.
5. Various computer systems protocols and administrative rules regarding access, use and dissemination of data contained in various computer systems.
6. Safety policies and safe work practices applicable to the work.
7. Uses and operations of scanners, phone systems, computers, standard business software and specialized database and spreadsheet applications.

ABILITY TO:

1. Interpret, apply, explain and enforce applicable laws, codes and ordinances related to motor vehicle and parking control.
2. Prepare clear and accurate police reports, documents, data entries and files.
3. Analyze situations and adopt effective and responsible courses of action.
4. Operate a police radio and use a variety of computer-based systems.
5. Maintain highly confidential information.
6. Communicate effectively, both orally and in writing.
7. Understand and follow written and oral instructions.
8. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations and upset individuals.
9. Establish and maintain effective working relationships with all those encountered in the course of work.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and at least one year of experience in police clerical support or providing assistance or information to the public. Successful completion of the Police Junior Cadet program may be substituted for the required experience. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Ability to speak Spanish is highly preferred.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 25 pounds unaided.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills and basic math; learns and applies new information and skills; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office and field environment where the noise level varies. The employee may work in outdoor weather conditions; extreme heat or cold; wet, humid conditions; near moving equipment; and near heavy traffic. The employee is occasionally exposed to fumes or airborne particles, biological hazards, and disturbing or traumatic events.

The employee may be required to work various shifts.

JOB SPECIFICATION

CLASS TITLE

POLICE DESK OFFICER

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT

GENERAL PURPOSE

Under general supervision, receives and prioritizes 911 calls for service; dispatches Police personnel and equipment via radio voice communication using a computer-aided dispatch system; performs a wide range of support duties within the City's Type 1 jail facility, including booking, monitoring, securing and releasing inmates; monitors live cameras throughout the jail, station and City; prepares a variety of reports; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Police Desk Officer performs a wide variety of non-sworn duties including the answering of non-emergency and emergency telephone calls, dispatching police personnel, and the booking, control and custodial care of inmates. Work requires the knowledgeable application of detailed policies and procedures, and the ability to make decisions with a significant degree of independence and sound judgment.

This position reports directly to a sworn Police Sergeant, and may receive training and work direction from a Lead Police Desk Officer.

The **Lead Police Desk Officer** is an available at-will assignment, subject to appointment by the Chief of Police. The Lead Desk Officer's duties will be determined by the Chief of Police through a Department Job Description. While serving as Lead Police Desk Officer, the employee shall receive five percent (5%) above base Police Desk Officer pay.

The **Desk Officer Trainer Assignment** is an available at-will assignment, subject to appointment by the Chief of Police. An employee assigned to serve as Desk Officer Trainer will be responsible for training new and existing Desk Officers, or training sworn police employees with Desk Officer duties, shall receive an additional five percent (5%) increase in base pay for actual hours spent conducting the training. Training hours shall be documented on the employee's timesheet and included on the department payroll summary report. Training hours will be paid on a per pay period basis.

In addition to leading Police Desk Officers, if the employee is also assigned to train new and existing Police Desk Officers, or train sworn police employees with Police Desk Officer duties, he/she shall receive an additional five percent (5%) above base Police Desk Officer pay for actual hours spent conducting the training.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed as a Police Desk Officer. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Operates radio automated telephone and computer-aided dispatch (CAD) systems to receive and transmit non-emergency and 911 calls from the public; evaluates, prioritizes incoming information and determines nature and priority of calls; transfers various telephone calls to the appropriate agencies; dispatches police personnel and equipment to incidents according to established procedures; may perform emergency callout dispatch duties for Public Works and Community Preservation.
2. Maintains radio contact with police units on assignments; notifies other departments of needed support services; monitors radio frequencies for mutual aid; notifies other jurisdictions when necessary to coordinate activities; gives station identification as required by the Federal Communications Commission (FCC).
3. Monitors the status of police units and their locations; responds to field unit requests via radio or telephone for information, which includes, but not limited to: tow truck, paramedics, animal control and notification of hospitals or other law enforcement agencies; performs inquiries on various data bases, which includes, but not limited to: DOJ, National Crime Information Service, FBI and Stolen Vehicle Systems.
4. Receives, enters and relays situational information such as suspect descriptions, location updates and other responders in the area to field units.
5. Receives, books, fingerprints and photographs inmates; prepares paperwork and enters inmate information into computer records; secures inmates' personal property and monies as necessary in compliance with departmental policies and procedures; performs secondary searches and/or strip searches of inmates upon booking into the jail as determined by law; conducts medical screenings, collects DNA and conducts intoximeter tests.
6. Ensures officer and inmate safety by controlling the behavior of jail inmates; conducts security checks of the jail facility both in person and via closed-circuit television; may inspect or search cells when required.
7. Schedules inmates for meals, medical call and other processing; escorts inmates to/from cells; maintains physical control of combative/uncooperative inmates using appropriate restraint techniques; prepares inmates for transportation to court appearances; assists armed sworn officers with inmates during transit to and from court; verifies identity and paperwork for inmate release to other police agency personnel.
8. Responds to inquiries about charges, bails and Penal Code numbers; receives cash or checks from the public; issues receipts; processes bail payments or bonds and paperwork for inmate release, generates associated paperwork and updates computer records.
9. Testifies in court as necessary.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Computer-aided dispatch terminal, two-way radio, computerized mapping system and other computer

MINIMUM QUALIFICATIONS

- programs used to research and obtain information.
2. Proper operation and care of radio and telephone equipment and operational characteristics of emergency communication system equipment.
 3. Law enforcement codes, terminology, phonetic alphabet, procedures and practices.
 4. City and regional geography, street names, neighborhood locales and map usage.
 5. Law enforcement procedures, activities and security provisions related to the care and custody of detainees and inmates.
 6. Physical restraint methods and techniques.
 7. Practices and procedures involved in booking, fingerprinting and search and release of detainees and inmates.
 8. Standards, methods and practices for maintaining the cleanliness of the jail and other detention areas.
 9. City ordinances, codes, procedures and practices regarding law enforcement radio communications, including FCC requirements, booking, processing and releasing inmates.
 10. Inmate court-processing procedures.
 11. Working knowledge of California Code of Regulations Title 15 - Crime Prevention and Corrections.
 12. Basic CPR and first-aid procedures.
 13. Principles and practices of effective customer service and customer-oriented telephone etiquette as they apply to assigned responsibilities.
 14. Safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Analyze situations as they occur and respond appropriately to ensure the protection of the public and police personnel.
2. Operate and monitor a variety of communications equipment, including radio consoles, telephones and computer systems and related software.
3. Monitor several complex public safety radio frequencies and computer monitors simultaneously.
4. Receive calls for emergency and non-emergency services, elicit information to assess situations from callers, many of whom are upset, distressed and not communicating clearly, and determine appropriate equipment and personnel to dispatch.
5. Broadcast clear, concise and specific instructions over the radio in a distinct, well-modulated voice.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

6. Simultaneously listen, enter key information quickly and clearly, and respond during traumatic or emotional situations.
7. Sit for long periods of time, work rapidly under stress and exercise good judgment in emergency situations.
8. Administer emergency first aid.
9. Respond maturely and in a self-controlled manner to a wide range of inmate behaviors and actions, in accordance with established policies and procedures.
10. Gain compliance with persons in custody; physically restrain persons when necessary.
11. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
12. Prepare clear and accurate reports, documents, data entries and files.
13. Understand and follow written and oral instructions.
14. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, at least 18 years of age, and one year of clerical experience; or an equivalent combination of training and experience are required. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

Must obtain and maintain a valid California Class C Driver's License, and maintain insurability under the City's vehicle insurance program during the course of employment with the City.

Must successfully complete PC 832.3 training within six months of assignment, and STC Adult Corrections Officer Course Training within one year of assignment and maintain certifications as a condition of continued employment.

A California P.O.S.T. Basic Public Safety Dispatcher Certificate must be obtained within one year of employment, and maintained as a condition of continued employment.

A valid California Food Handler Card is required.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to walk and stand; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; and sit for extended periods of time in a restricted area. The employee is required to talk and hear in person and by telephone and radio. The employee is frequently required to lift up to 100 pounds unaided.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

Incumbent must be capable of protecting self and others from physical attack.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; deals with constant interruptions and multiple concurrent tasks in high-stress situations; responds to life-threatening, emergency situations; carefully observes and interprets people, conditions and situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in a jail environment where the noise level is usually moderate. The employee is occasionally exposed to biological hazards; disease/infestations and loud or prolonged noise. The employee is required to work in a restricted area and may be exposed to disturbing or violent language and behavior.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

JOB SPECIFICATION

CLASS TITLE

POLICE RECORDS ADMINISTRATOR

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT

GENERAL PURPOSE

Under direction, plans, organizes, integrates and directs the work of the Police Records Bureau and the Junior Cadet program; acts as Systems Administrator and/or Agency User and ensures proper access to the department's records management system including state and federal justice department databases; prepares and monitors division budget and payroll; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Police Records Administrator is a non-sworn supervisor responsible for supervising staff engaged in police records management. The incumbent is responsible for accomplishing bureau objectives and goals within guidelines established by the Police Chief and for oversight of additional administrative programs such as the Junior Cadet program, divisional financial oversight, purchasing and technology management. Assignments are broad in scope, requiring significant independent decision making and impact on department success.

This position typically reports to a Police Lieutenant and supervises the work of non-sworn staff assigned to the Police Records Bureau.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, assigns, schedules, supervises and evaluates the work of assigned staff; with staff, develops, implements and monitors work plans to achieve assigned unit objectives; provides input to the annual budget; makes purchases and other expenditures in accordance with City procedures and monitors performance against the annual budget; participates in developing, implementing and evaluating plans, processes and procedures to achieve established goals and objectives in accordance with department standards; prepares and maintains a variety of records and reports.
2. Interviews and participates in selecting new unit staff; supervises and evaluates staff performance; establishes performance requirements and personal development targets; regularly monitors performance and provides training, coaching and mentoring for performance improvement; recommends performance recognition when warranted; with management concurrence, implements the progressive discipline process to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.
3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives

ESSENTIAL DUTIES AND RESPONSIBILITIES

and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.

4. Plans, organizes and supervises the Records Bureau; develops records maintenance policies and procedures and acts as Police Department Custodian of Records; develops and implements a storage plan that includes both physical and digital storage, storage of confidential and sealed records, and the destruction and archiving of older records in conformance with legal standards and limitations; coordinates access to records and release of information in response to operational needs, and court and Public Records Act requests.
5. Ensures operational compliance with local, state and federal laws and regulations governing police records and records management services, as well as Department of Justice requirements regarding the accessing and use of system data; serves as liaison with other law enforcement agencies on recordkeeping and sharing issues; ensures staff are fully trained and tested on the use of CLETS and on all legal requirements regarding the maintenance and release of police confidential records; ensures accuracy of data and corrects errors.
6. Researches, compiles and prepares statistical reports and studies; serves as the department's Agency User and/or Systems Administrator and coordinates with other city, county and California Department of Justice (DOJ) personnel for the administration of the California Law Enforcement Telecommunications Systems (CLETS); interprets information from CLETS, the National Crime Information Center (NCIC) and local computer systems; monitors and audits CLETS usage to ensure compliance with Department of Justice-mandated policies and procedures; identifies potential misuses and takes appropriate corrective action; and makes required notifications to DOJ.
7. Supervises the registration of court-mandated sexual, drug and arson registrants and ensures timelines for entry and transmission of data to the California Department of Justice; coordinates with probation and patrol officers to monitor sexual registrants; oversees submission of Live Scan fingerprints to DOJ and FBI for background checks.
8. Develops and oversees division's budget and grants; monitors budget usage and fund percentages, and may assist with budget projections; maintains separate budget and expense tracking programs based on funding source; oversees division's purchasing functions including preparation and/or review of requisitions, purchase orders and associated bid packages and accounts payable processing; performs division's timekeeping and payroll processing.
9. Prepares and submits a variety of monthly, quarterly and annual local, state and federal reports including those needed for grant, financial and regulatory compliance; collects data required for reporting regarding police activities, special populations and categorically funded projects and programs; reviews reporting requirements and works with staff to ensure and verify reliability of data.
10. Prepares, assembles and issues division's Requests for Proposals, Requests for Quotations and other contractor solicitations; assists in the preparation of Scope of Work documents; coordinates division's purchasing including maintaining and ordering office supplies, uniforms, body armor and equipment; inputs data and prepares and processes purchase requisitions, purchase orders and check requests; verifies the accuracy of receipts and invoices including routing for signature and compiling complex detailed documentation; processes, scans and routes invoices for payment.

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

11. Receives service of subpoenas for department staff and takes action in accordance with established rules, policies and procedures; may testify in court on records management issues when subpoenaed.
12. Oversees the recruitment, training, assignment and eligibility of Police Junior Cadets.
13. Stays abreast of legislative changes affecting areas of assigned responsibility; reviews and selects new technology for use in the Police Records Bureau; attends command staff and supervisor meetings.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Federal, state and local laws, regulations and court decisions applicable to records management and other assigned areas of responsibility, including the California Public Information Act and Sexual and Arson Registrant requirements.
2. Operations, services and activities of a comprehensive police records program.
3. Police and justice department records management technologies.
4. Law enforcement codes, terminology, phonetic alphabet, procedures and practices.
5. Crime statistical data tracking, research methods and data analysis techniques.
6. Basic CPR and first-aid procedures.
7. City ordinances, codes, procedures and practices regarding the Public Records Act and other assigned areas of responsibility.
8. Principles, practices and methods of budget development and implementation.
9. Safety policies, practices, equipment and supplies applicable to the work.
10. Applicable federal and state laws, rules and regulations.
11. Principles and practices of effective supervision.
12. Basic principles and practices of organization and culture change.
13. Principles and practices of sound business communications.
14. Operational characteristics of law enforcement computerized and telecommunications equipment and programs.

ABILITY TO:

1. Plan and direct the activities of the Police Records Bureau and Junior Cadet Program.

MINIMUM QUALIFICATIONS

2. Manage, coordinate and maintain a records management operation in a highly automated, integrated and complex environment.
3. Organize, set priorities and exercise sound, independent judgment within areas of responsibility.
4. Communicate effectively, both orally and in writing.
5. Understand, interpret, explain and apply applicable laws, codes and ordinances.
6. Testify in court.
7. Analyze situations as they occur and respond appropriately to ensure the protection of staff and confidential information.
8. Represent the City effectively in dealings with other agencies and the public.
9. Present proposals and recommendations clearly, logically and persuasively.
10. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
11. Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
12. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and seven years of increasingly responsible public safety records management or statistical reporting experience involving multiple interrelated automated systems and databases; or an equivalent combination of training and experience. Experience in a public agency is preferred.

A bachelor's degree in administration of justice, business, management or a closely related field is highly desirable.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

Must obtain and maintain a valid California Class C Driver's License, and maintain insurability under the City's vehicle insurance program during the course of employment with the City.

P.O.S.T. Records certification is required. Completion of the P.O.S.T. Records Supervisor training program is required within one year of employment.

Must currently possess certification as a California Law Enforcement Telecommunications Systems (CLETS) Trainer issued by the California Department of Justice or have the ability to obtain certification within six months of employment.

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 25 pounds unaided.

Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills and basic math; learns and applies new information and skills; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet.

JOB SPECIFICATION

CLASS TITLE

POLICE RECORDS SPECIALIST

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT

GENERAL PURPOSE

Under general supervision, leads and participates in the work of employees engaged in records management support functions in the Police Department; operates computerized records management and ancillary equipment in the processing of confidential and varied reports and data into records management systems; validates information and verifies accuracy of data; performs public counter duties including accepting payments; oversees Live Scan fingerprinting and background checks; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Police Records Specialist is the advanced journey and working lead-level classification in the Police Records series. In addition to performing the full range of journey-level and advanced skilled duties, incumbents serve as the working lead person of Police Records staff, coordinating and overseeing their work and providing guidance and training as they carry out public counter, office/clerical and police records management duties. Incumbents work with limited supervision and exercise independent judgment to ensure employees complete assigned tasks and responsibilities within a broad framework of established policies, procedures and objectives. Work requires a high degree of proficiency in processing a substantial volume of diverse detailed documents and reports with a high degree of speed and accuracy.

Employees in this class typically report to the Police Records Administrator and provide lead work direction to Police Records Assistants and Police Junior Cadets assigned to Records. Police Records Specialist is distinguished from Police Records Administrator in that an incumbent in the latter class manages the Records Bureau and the Junior Cadet program.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Leads, provides work guidance and direction and participates in the work of unit members; participates in scheduling, assigning and monitoring work of other employees for completeness, accuracy and conformance with City and departmental standards; provides information, instruction and training on work processes, proper uses of equipment and safe work practices; provides input to supervisor on employee work performance and behaviors; estimates personnel, equipment and material requirements for assigned jobs; may order work materials and supplies; assists in ensuring a fair and open work environment in accordance with the City's commitment to teamwork, mutual trust and respect
2. Oversees the operations of the Police front counter and assists visitors with a variety of information relating to Police Department activities; performs public-relations duties over the phone, in person and

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

online; provides information and handles issues that may require sensitivity and use of tact and independent judgment; researches requests or complaints and refers matters to appropriate staff and/or takes or recommends action to resolve issues; provides information regarding Police Department policies, procedures, programs and services; directs the public to appropriate resources both internally and externally; assists police officers with victim assistance; participates in the coordination and implementation of a number of community outreach events.

3. Receives, scans, processes and files a variety of complex documents including accident, crime and arrest reports, criminal and traffic warrants and related police documents according to established legal guidelines; runs warrant checks; copies and distributes information to appropriate department staff, other law enforcement agencies, the public and other employees according to local, state and federal guidelines; redacts information as required; updates, maintains and processes information on sex, arson and narcotics registrants.
4. Accesses local, state and national law enforcement telecommunications systems to enter, modify, update and retrieve data regarding stolen, lost or recovered property, including autos; confidential information such as drivers' licenses, vehicle registration information and warrants; traffic citations; juvenile arrests; missing, abducted and at-risk missing persons; and entry of all-points bulletins; transmits fingerprint cards and/or operates Live Scan equipment as necessary; validates data entry accuracy of co-workers and corrects errors within levels of authority.
5. Makes automated notifications to the Department of Justice and state-mandated programs and manages local supporting files; assists CLETS agency terminal coordinator in enforcing system compliance laws and carrying out validations and audits within time limits prescribed by the Department of Justice.
6. Transcribes, types and/or proofreads officer reports; verifies accuracy of classifications, names and numbers; follows up to obtain missing, incomplete or accurate information or returns reports to officers for correction; reviews, edits and obtains approval for release of reports.
7. Generates cost estimates for police services; creates and tracks payment of invoices for Police Department services and programs; prepares and processes requisitions, purchase orders, travel requests and check requests; verifies the accuracy of expense reports, credit card activity, receipts and invoices; creates spreadsheets and manages databases to track purchases made on purchase orders; ensures invoices comply with contracts; validates information with vendors; oversees departmental inventory of office supplies.
8. Oversees the processing of parking citations, parking citation collections and delinquent notices; approves refunds of citation overpayments and payments for non-violations; enters payments into the system for special processing; places and removes holds for non-payment; oversees DMV reporting.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. General functions, operations and activities of a police department.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

2. General law enforcement terminology, procedures and practices applicable to police records management.
3. Standard office practices and procedures, including recordkeeping and filing.
4. Customer service practices and telephone etiquette.
5. Police terminology and criminal codes, vehicle codes and statutes, and ordinances relating to law enforcement.
6. Pertinent federal, state and local laws, rules, regulations and procedures relating to police records management, parking enforcement and citation.
7. Techniques, procedures and methods used in the operation of police records management, programs and systems.
8. The City's general accounting system and associated systems, practices and procedures for processing accounting information and interpreting input and output data.
9. City policies, procedures and rules regarding budgeting, purchasing and travel/training and expense reporting.
10. Various computer systems protocols and administrative rules regarding access, use and dissemination of data contained in various computer systems.
11. Safety policies and safe work practices applicable to the work.
12. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.
13. Basic principles and practices of employee supervision.
14. Basic knowledge of City human resources policies and labor contract provisions.

ABILITY TO:

1. Assign and inspect the work of employees assigned to police records management and the police front counter.
2. Learn, understand, explain and apply highly detailed legal requirements, codes and procedures applicable to the preparation, filing, distribution and maintenance of a wide variety of police records and documents.
3. Proofread and identify errors and missing information in police reports and other documents and take appropriate action.
4. Prepare clear and accurate police reports, documents, data entries and files.
5. Maintain highly confidential information.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

6. Determine work priorities during peak workload periods, using sound judgment in the application of policies, rules, regulations and standard operating procedures.
7. Type and enter data at the minimum speed and accuracy set forth by the department.
8. Reach sound decisions in accordance with City policies and procedures.
9. Communicate effectively, both orally and in writing.
10. Understand and follow written and oral instructions.
11. Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
12. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, some college-level courses in criminal justice and three years of police records or police administrative support experience; or an equivalent combination of training and experience. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

Must obtain and maintain a valid California Class C Driver's License, and maintain insurability under the City's vehicle insurance program during the course of employment with the City.

Must obtain the P.O.S.T. Records certification within one year of appointment to position.

Must successfully complete the state-mandated California Law Enforcement Telecommunications Systems (CLETS) training program, obtain and maintain CLETS certification as required by the California State Department of Justice, within six months of appointment to position.

Ability to speak Spanish is highly preferred.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 25 pounds unaided.

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

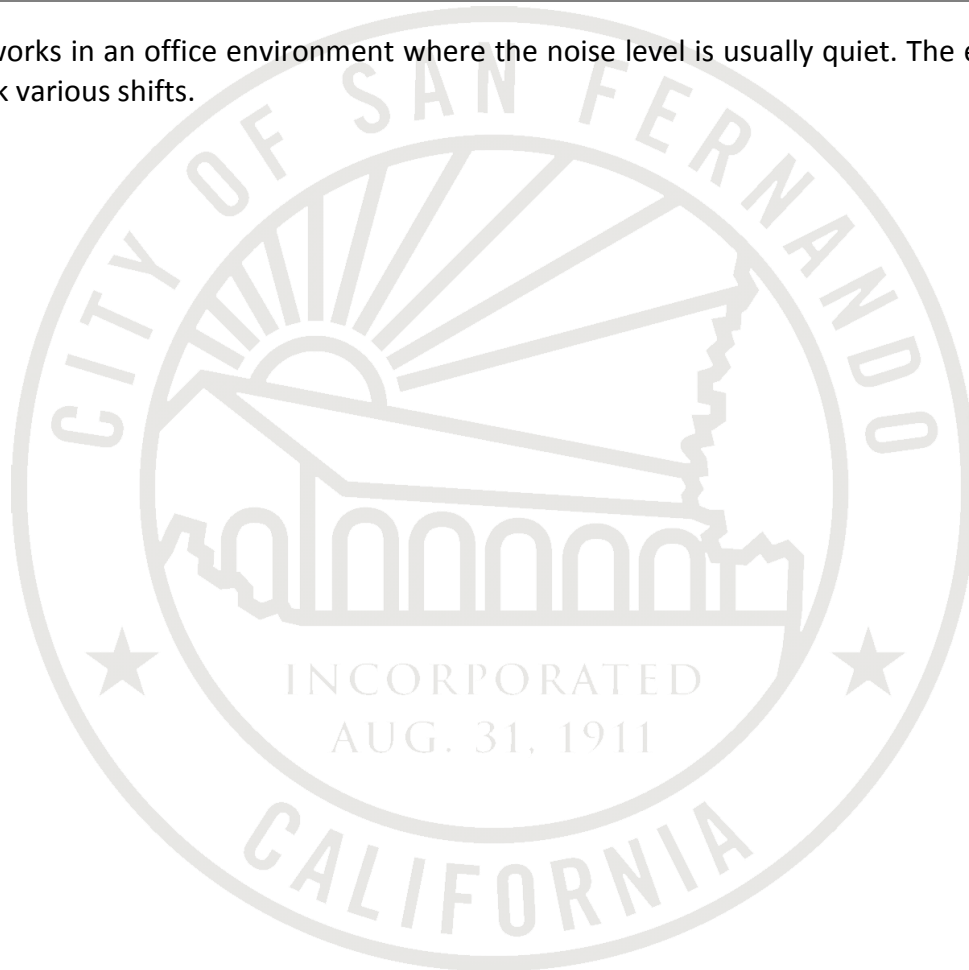
Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills and basic math; learns and applies new information and skills; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet. The employee may be required to work various shifts.



JOB SPECIFICATION

CLASS TITLE

ADOPTION

PROPERTY CONTROL OFFICER

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT

GENERAL PURPOSE

Under general supervision, receives, processes, stores and releases evidence and other property held by the Police Department; sends evidence to the crime laboratory; processes subpoenas; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Property Control Officer is a journey-level non-sworn position performing highly responsible duties associated with the intake, storage, release and/or destruction of evidentiary and other property held by the Police Department. Assigned work requires general knowledge of the functions applicable to the handling of police evidence and chain of custody and the ability to solve routine to moderately difficult problems.

This position reports directly to a Police Sergeant.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Following established procedures, receives, catalogs and processes items of evidence into the property room; stores and safeguards items of evidence that may be used in court proceedings; documents and validates chain of custody and preserves items of evidence; following strict procedures, releases evidence to investigative, forensics and District Attorney personnel for entry into court proceedings.
2. Enters all items that are under custody into the records management system.
3. Processes firearms into the property room by verifying that all serial numbers and descriptions are correct and entered into the records management system.
4. Prepares for transport and receives evidence sent to crime lab for analysis; updates property logs and computer systems to maintain accurate chain-of-custody reporting.
5. Performs inventory control through computerized records management system; enters, searches and retrieves data; writes police reports and memorandums; performs audits.
6. Pulls, transfers, accounts for and oversees the disposition of all evidence and property eligible for disposal, including weapons, hazardous materials and narcotics; notifies owners of found property; sorts unclaimed property and evidence to destroy, return to owner or auction as authorized, or to transfer or donate as appropriate.

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

7. Receives, serves or arranges for service of witness and officer subpoenas in accordance with established rules, policies and procedures.
8. May testify in court concerning evidence chain of custody.
9. Assists in Detective Division as needed.
10. May deal directly with the public at the detective service window to receive payment of fees, answer questions, and assist with vehicle releases and repos.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Inventory recording and control methods and procedures and basic recordkeeping methods applicable to evidentiary property.
2. City ordinances, codes, procedures and practices regarding custody, release, destruction and return of evidence and other property.
3. NCIC and other criminal justice database administrative and operational procedures and regulations.
4. Basic use, storage and care of weapons.
5. Proper handling and storage of drugs and chemical and biological hazards.
6. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
7. Safety policies and safe work practices applicable to the work.
8. Records management, recordkeeping, filing and basic purchasing practices and procedures.

ABILITY TO:

1. Maintain accurate records of a wide variety of police evidence and other materials, supplies and equipment received, stored and issued.
2. Prepare basic statistical and narrative reports.
3. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
4. Reach sound decisions in accordance with City policies and procedures.
5. Prepare clear and accurate reports, documents, data entries and files.
6. Communicate effectively, both orally and in writing.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

7. Understand and follow written and oral instructions.
8. Maintain confidential information.
9. Represent the City effectively in dealings with other agencies and the public.
10. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and two years of progressively responsible experience in clerical support or procurement and inventory control of supplies and property, preferably in a law enforcement agency; or an equivalent combination of training and experience.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

Must obtain and maintain a valid California Class C Driver's License, and maintain insurability under the City's vehicle insurance program during the course of employment with the City.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds unaided.

Specific vision abilities required for this job include close vision, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses basic math; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

JOB SPECIFICATION

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet. The employee is occasionally exposed to toxic or caustic chemicals, biological hazards, disease/infestations and disturbing or traumatic events.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

