



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA  
FEBRUARY 3, 2020 – 6:00 PM  
CITY HALL COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo  
Vice Mayor Hector A. Pacheco  
Councilmember Sylvia Ballin  
Councilmember Robert C. Gonzales  
Councilmember Mary Mendoza

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF AGENDA**

**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**

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.

**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) CONSIDERATION TO ADOPT RESOLUTION NOS. 20-012 AND 20-021 APPROVING THE WARRANT REGISTERS OF JANUARY 21, 2020 AND FEBRUARY 3, 2020 RESPECTIVELY**

Recommend that the City Council:

- a. Adopt Resolution No. 20-012 approving the Warrant Register dated January 21, 2020; and
- b. Adopt Resolution No. 20-021 approving the Warrant Register dated February 3, 2020.

**2) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE VIII (ELECTRONIC RECORDS AND SIGNATURES) ESTABLISHING A POLICY FOR THE USE OF ELECTRONIC/DIGITAL SIGNATURES**

Recommend that the City Council waive full reading of Ordinance No. 1691 and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, California, Amending Chapter 2 (Administration) of the San Fernando Municipal Code by the Addition of a New Article VIII (Electronic Records and Signatures) Establishing a Policy for the Use of Electronic/Digital Signatures."

**3) CONSIDERATION TO APPROVE A SIDE LETTER OF AGREEMENT TO THE EXISTING MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION ESTABLISHING A DEFERRED COMPENSATION PROGRAM**

Recommend that the City Council:



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- a. Approve a Side Letter of Agreement (Contract No. 1887(b)) to the existing Memorandum of Understanding with the San Fernando Public Employees' Association establishing a Deferred Compensation Program;
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

**4) CONSIDERATION TO APPROVE A SIDE LETTER OF AGREEMENT TO THE EXISTING MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION MAKING CHANGES TO THE CAFETERIA MEDICAL PLAN**

Recommend that the City Council:

- a. Approve a side letter of agreement (Contract No. 1887(a)) to the existing Memorandum of Understanding with the San Fernando Public Employees' Association to make changes to the Cafeteria Medical Plan; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

**5) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION POLICE MANAGEMENT UNIT**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 1939) between the City of San Fernando and the San Fernando Police Officers' Association Police Management Unit for a five-year term (July 1, 2019 through June 30, 2024); and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

**ADMINISTRATIVE REPORTS**

**6) CONSIDERATION TO APPROVE AN AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT**

Recommend that the City Council:

- a. Approve an Amendment to the City Manager Employment Agreement (Contract No. 1906(a)); and
- b. Authorize the Mayor to execute the Agreement.

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**7) CONSIDERATION TO APPROVE A FOURTH AMENDMENT TO THE CITY CLERK EMPLOYMENT AGREEMENT**

Recommend that the City Council:

- a. Approve the Fourth Amendment (Contract No. 1804(d)) to the City Clerk Employment Agreement; and
- b. Authorize the Mayor to execute the Amendment.

**8) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE STATUTORY MAXIMUM FOR CITY COUNCILMEMBERS' SALARY**

Recommend that the City Council adopt Resolution No. 7972 setting the statutory maximum for City Councilmembers' salary at the amount of \$730.00 per month.

**9) REVIEW AND DISCUSS THE CITY'S UNFUNDED PENSION AND RETIREE HEALTH BENEFIT LIABILITIES AND RELATED AD HOC RECOMMENDATIONS**

Recommend that the City Council:

- a. Receive a presentation and report from staff;
- b. Discuss the recommendations from the Pension and Retiree Healthcare Ad Hoc Committee; and
- c. Provide additional direction as appropriate.

**10) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2019-2020 SALARY PLAN TO IMPLEMENT CHANGES IN THE EXECUTIVE MANAGEMENT COMPENSATION PLAN AND CHANGES IN MINIMUM WAGE FOR CERTAIN PART-TIME EMPLOYEES**

Recommend that the City Council:

- a. Adopt Resolution No. 7980 amending the Fiscal Year 2019-2020 Salary Plan to implement changes in the approved Executive Management Compensation Plan and changes in minimum wage for certain part-time employees; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

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**11) DISCUSSION OF PROVIDING LETTERS TO LEGISLATORS REGARDING EXISTING AND PENDING HOUSING LAWS**

This item was placed on the agenda by Mayor Joel Fajardo and Councilmember Mary Mendoza.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES****GENERAL COUNCIL COMMENTS AND LIAISON UPDATES****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: January 30, 2020 (5:00 p.m.)

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

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# **Regular Meeting**

# **San Fernando City Council**

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Diego Ibañez, Director of Finance

**Date:** February 3, 2020

**Subject:** Consideration to Adopt Resolution Nos. 20-012 and 20-021 Approving the Warrant Registers of January 21, 2020 and February 3, 2020 Respectively

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 20-012 (Attachment "A") approving the Warrant Register dated January 21, 2020; and
- b. Adopt Resolution No. 20-021 (Attachment "B") approving the Warrant Register dated February 3, 2020.

### 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 handwritten 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. Handwritten 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 Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

**Consideration to Adopt Resolution Nos. 20-012 and 20-021 Approving the Warrant Registers of January 21, 2020 and February 3, 2020 Respectively**Page 2 of 4

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There are two Warrant Registers attached due to the lack of a formal City Council meeting on January 21, 2020. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandum provided to the City Treasurer approving the release of the Warrant is attached to this report (Attachments "C" & "D").

**ATTACHMENTS:**

- A. Resolution No. 20-012
- B. Resolution No. 20-021
- C. Resolution No. 6212 (August 3, 1992)
- D. Memorandum Approving Release of Warrant Register (January 21, 2020)

**ATTACHMENT "A"****RESOLUTION NO. 20-012****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 20-012****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 3<sup>th</sup> day of February, 2020.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 3<sup>th</sup> day of February, 2020, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

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Voucher List

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217454	1/21/2020	890104 ABBA TERMITE & PEST CONTROL	41283		BEE REMOVAL -501 FIRST 001-346-0000-4260	95.00
					Total :	95.00
217455	1/21/2020	891587 ABLE MAILING INC.	31027	11993	MAILING & FULFILLMENT SERVICES-D/	88.62
				11993	072-360-0000-4300	88.63
			31028		WATER ENV STORAGE-NOV 2019	
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50
			31028		WATER ENV STORAGE-DEC 2019	
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50
			31203		MAILING & FULFILLMENT SERVICES-J/	
				11993	072-360-0000-4300	143.12
				11993	070-382-0000-4300	143.12
					Total :	513.49
217456	1/21/2020	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.52-1219	12083	DEC-SEVEN ADS D-SITE OVERFLOW M	1,113.00
					072-360-0000-4260	
					Total :	1,113.00
217457	1/21/2020	888356 ADVANCED AUTO REPAIR	1403	12017	VEHICLE MAINT., REPAIRS AND MINOR	141.70
			1405		VEHICLE MAINT., REPAIRS AND MINOR	
				12017	041-320-0225-4400	816.76
					Total :	958.46
217458	1/21/2020	887377 AKEMON, DOLORES	JAN 2020		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
217459	1/21/2020	893100 ALBA, CYNTHIA	FALL 2019		TUITION REIMBURSEMENT	
					001-115-0000-4365	1,500.00
					Total :	1,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217460	1/21/2020	100143 ALONSO, SERGIO	DEC 2019		MMAP INSTRUCTOR 108-424-3653-4260	540.00
					Total :	540.00
217461	1/21/2020	892975 ALTA LANGUAGE SERVICES INC	IS463029		LISTENING & SPEAKING TEST 001-106-0000-4270	50.00
					Total :	50.00
217462	1/21/2020	893440 ANDRADE, LUCIA	1614		FACILITY RENTAL DEP REFUND 001-2220	100.00
					Total :	100.00
217463	1/21/2020	100188 ANDY GUMP INC.	INV681961	12070	PORTABLE TOILET SERV. FOR CITY YA 070-384-0000-4260	330.34
			INV681962	12070	PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260	211.24
			INV681963	12070	PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260	330.44
			INV681964	12070	PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260	114.32
					Total :	986.34
217464	1/21/2020	893441 ARAMARK REFRESHMENT SERVICES	1637284		SUPPLIES-EMPLOYEE BREAKROOM 001-222-0000-4300	271.26
					Total :	271.26
217465	1/21/2020	888321 ARRIZON, FRANCISCO	JAN 2020		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					Total :	75.00
217466	1/21/2020	893439 ARROYOS, SILVIA	1694		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
217467	1/21/2020	891209 AUTONATION SSC	316135		VEHICLE MAINT-PW4412 041-320-0311-4400	309.95
					Total :	309.95

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217468	1/21/2020	893013 AYSON, LEILANI	DEC 2019		ZUMBA INSTRUCTOR 017-420-1337-4260	125.00
					Total :	125.00
217469	1/21/2020	889913 BALLIN, SYLVIA	REIMB.		CIF-REFRESHMENTS FOR KINDER CL/	24.08
			TRAVEL		053-101-0101-4430 PER DIEM-LEAGUE OF CA CITIES CON	85.00
					001-101-0101-4370	85.00
					Total :	109.08
217470	1/21/2020	890546 BARAJAS, CRYSTAL	DEC 2019		MMAP MENTOR 109-424-3693-4260	153.00
					Total :	153.00
217471	1/21/2020	892784 BARAJAS, MARIA BERENICE	DEC 2019	12096	FITNESS INSTRUCTOR 017-420-1337-4260	450.00
			DEC 2019-2	12096	FITNESS INSTRUCTOR 017-420-1337-4260	100.00
					Total :	550.00
217472	1/21/2020	892426 BEARCOM	4955868	12127	RADIO COMM. SYST. & WIRELESS BRC 001-135-0000-4260	7,610.41
					Total :	7,610.41
217473	1/21/2020	891484 BERLOC SIGN CO.	14399		PARTITION SIGN 001-115-0000-4300	100.81
					Total :	100.81
217474	1/21/2020	889345 BSN SPORTS INC	907549086		BASE ANCHOR 017-420-1334-4300	50.59
					Total :	50.59
217475	1/21/2020	888800 BUSINESS CARD	102319		SOFTWARE TO REMOTE INTO SCADA :	40.00
			102419		HALLOWEEN SUPPLIES 017-420-1337-4300	19.79
			102819		INTL TRANSACTION FEE 001-135-0000-4260	1.20
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217475	1/21/2020	888800 BUSINESS CARD	(Continued)			
			103119		CC BUS-SFMS TRANSPORTATION 007-440-0443-4260	475.00
			110519		CITY CALENDAR MONTHLY FEE 001-135-0000-4260	9.00
			110619		INTL TRANSACTION FEE 001-135-0000-4260	0.27
			110619		ORAL BOARD LUNCH-PW MAINT HELP 001-106-0000-4270	86.22
			111819		DINNER FOR CC & STAFF-CC MTG 11/1 001-101-0000-4300	63.60
			111819		DINNER FOR CC & STAFF-CC MTG 11/1 001-101-0000-4300	29.98
			111919		CERTIFICATE PAPER & OFFICE SUPPL 001-101-0000-4300	10.98
					001-105-0000-4300	95.07
			111919		BUDGET AWARD 001-130-0000-4380	330.00
			111919		AIRFARE-LEAGUE OF CA CITIES CONF 001-101-0101-4370	142.96
			111919		AIRFARE-LEAGUE OF CA CITIES CONF 001-101-0109-4370	142.96
			112119		CELL PHONE CASE 001-106-0000-4220	25.29
			112119		DESK KEYBOARD TRAY 001-106-0000-4300	132.65
			112219		EMAIL MARKETING SUBSCRIPTION 001-420-0000-4260	298.00
					001-105-0000-4260	500.00
			112219		TBC PROGRAM SUPPLIES 004-2391	27.89
			112419		DESK TRAY 001-105-0000-4300	28.58
			112519		BUSINESS CARDS 001-222-0000-4300	117.36
			112619		CASES & SCREEN PROTECTORS 070-382-0000-4320	136.55
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217475	1/21/2020	888800 BUSINESS CARD	(Continued)			
			112619		DRAIN CLEANING MACHINE 043-390-0000-4340	1,760.00
			112619		PC SETUP SUPPLIES 001-222-0000-4300	148.28
			112619		CENSUS BUTTONS 001-105-0000-4300	323.44
			112719		REPLACEMENT MONITORS 001-310-0000-4300	225.99
			112819		CABLE CONVERTER ADAPTER 001-222-0000-4300	44.54
			112919		FINANCE CHARGES 001-190-0000-4435	168.13
			113019		POSTS BOOSTS 001-105-0000-4270	4.27
			120219		DINNER FOR CC & STAFF-CC MTG 12/2 001-101-0000-4300	76.00
			120419		SIGHT INSTALLATION TOOL KIT 001-222-0000-4300	126.27
			120519		CITY CALENDAR MONTHLY FEE 001-135-0000-4260	9.00
			120619		INTL TRANSACTION FEE 001-135-0000-4260	0.27
			120619		BUSINESS CARDS 001-101-0000-4300	39.45
					001-130-0000-4300	78.90
					001-150-0000-4300	33.30
			120919		TOWELS FOR FLOOR CLEANING 001-423-0000-4300	207.88
			121319		CC BUS-ST FERDINAND 50+ CLUB 007-440-0443-4260	788.29
			121319		CC BUS-CREDIT CARD CHRG 007-440-0443-4260	23.64
			121519		REPLACEMENT MONITORS 001-105-0000-4300	521.73
			121519		LP SENIOR CLUB DINNER DANCE 004-2380	3,126.01

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217475	1/21/2020	888800 BUSINESS CARD	(Continued)			
			122319		CC BUS-ST FERDINAND 50+ CLUB ADC 007-440-0443-4260	72.13
			122519		LP SENIOR CLUB DANCE 004-2380	179.56
			123019		LAPTOP BATTERY REPLACEMENT 001-222-0000-4300	47.29
			123119		FINANCE CHARGES 001-190-0000-4435	135.52
					<b>Total :</b>	<b>10,853.24</b>
217476	1/21/2020	888800 BUSINESS CARD	122319		OFFICE SUPPLIES 001-222-0000-4300	196.03
			123019		REFRIGERATOR FOR EVIDENCE ROOM 001-222-0000-4300	1,058.28
					<b>Total :</b>	<b>1,254.31</b>
217477	1/21/2020	893095 CAL NENA	TRAVEL		RGSTR-CAL NENA 911 MISSION CRITIC 001-225-0000-4360	350.00
					<b>Total :</b>	<b>350.00</b>
217478	1/21/2020	893095 CAL NENA	TRAVEL		RGSTR-CAL NENA 911 MISSION CRITIC 001-225-0000-4360	350.00
					<b>Total :</b>	<b>350.00</b>
217479	1/21/2020	893177 CELL ENERGY	IN0005314	12033	SERV. FOR VEH. BATTERIES (DELIVER 041-1215	105.67
					<b>Total :</b>	<b>105.67</b>
217480	1/21/2020	893438 CHEVERIE, MICHAEL	1714		FACILITY RENTAL DEP REFUND 001-2220	150.00
					<b>Total :</b>	<b>150.00</b>
217481	1/21/2020	101957 CITY OF LOS ANGELES	38SF200000006		FIRE SERVICES-JAN 2020 001-500-0000-4260	222,243.00
			38SF200000007		FIRE SERVICE-FEB 2020 001-500-0000-4260	222,243.00

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217481	1/21/2020	101957 101957 CITY OF LOS ANGELES	(Continued)		Total :	444,486.00
217482	1/21/2020	103818 CITY OF LOS ANGELES	20199530190		BUILDING MAINT IX UNIT 070-384-0000-4330	496.00 Total : 496.00
217483	1/21/2020	103029 CITY OF SAN FERNANDO	2208-2280 2281-2298		REIMBURSEMENT TO WORKERS COM 006-1038 REIMBURSEMENT TO WORKERS COM 006-1038	26,540.01 4,991.36 Total : 31,531.37
217484	1/21/2020	890893 CITY OF SAN FERNANDO	DEC 2019 JAN 2020		COMMISSIONER'S STIPEND DONATION 001-115-0000-4111 VARIOUS CITY PROPERTY UTILITY BIL 043-390-0000-4210	75.00 4,294.81 Total : 4,369.81
217485	1/21/2020	892480 CLEAN ENERGY	CEW12262225		CNG STATION REPAIRS 074-320-0000-4260	337.50 Total : 337.50
217486	1/21/2020	100747 COASTLINE EQUIPMENT	650838		VEHICLE MAINT-WA2571 070-383-0000-4400	188.28 Total : 188.28
217487	1/21/2020	100805 COOPER HARDWARE INC.	118930	12034	MISCELLANEOUS SUPPLIES FOR PW (C 043-390-0000-4300	22.18 Total : 22.18
217488	1/21/2020	892687 CORE & MAIN LP	L548769	12035	WATER AND FIRE SERVICE MATERIALS 070-383-0301-4300	5,441.02 Total : 5,441.02
217489	1/21/2020	893346 CORONA, DAISY	REIMB.		MILEAGE REIMB 001-420-0000-4390	21.00 Total : 21.00

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217490	1/21/2020	893434 CORTEZ, DOTTIA	2000442.001		WINTER CAMP REFUND 017-3770-1399	85.00
					Total :	85.00
217491	1/21/2020	889093 CRUZ, LUZ	2000446.001		TINY TIKE SOCCER REFUND 017-3770-1332	70.00
					Total :	70.00
217492	1/21/2020	892888 CWE	19761R	11788	SAN FERNANDO REGIONAL PARK INFI 070-385-0763-4600	7,965.42
				11788	010-310-0763-4600	7,965.42
			19825	11788	SAN FERNANDO REGIONAL PARK INFI 070-385-0763-4600	5,122.43
				11788	010-310-0763-4600	10,540.42
					Total :	31,593.69
217493	1/21/2020	887121 DELL MARKETING L.P.	10358086207	12116	NEW COMPUTER FOR ENG COUNTER 001-310-0000-4310	849.33
					Total :	849.33
217494	1/21/2020	893437 DIAZ, ELILIA	1691		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
217495	1/21/2020	891425 DIAZ, MARISOL	REIMB.-1		SUPPLIES FOR VARIOUS ACTIVITIES 001-422-0000-4300	24.97
					001-424-0000-4300	24.19
					004-2346	119.71
			REIMB.-2		SUPPLIES FOR VARIOUS ACTIVITIES 004-2346	102.36
					Total :	271.23
217496	1/21/2020	891589 DOUBLE TREE SUITES BY HILTON	TRAVEL		LODGING-POST MANAGEMENT COURSE 001-224-0000-4360	675.60
					Total :	675.60
217497	1/21/2020	101004 DUNN-EDWARDS CORPORATION	2030540737		PAINT FOR TRAFFIC MARKING 043-390-0000-4300	86.77

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217497	1/21/2020	101004 101004 DUNN-EDWARDS CORPORATION	(Continued)			<b>Total : 86.77</b>
217498	1/21/2020	890378 ENNIS PAINT INC	387710		CURB PAINT 001-311-0000-4300	610.51 <b>Total : 610.51</b>
217499	1/21/2020	893052 ENVIROTEK	C-2830		GRAFFITI REMOVER 001-152-0000-4300	682.90 <b>Total : 682.90</b>
217500	1/21/2020	890879 EUROFINS EATON ANALYTICAL, INC	L0484929	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0485394	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0485416	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0486243	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	137.00
			L0486324	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	36.00
			L0486696	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	48.00
			L0487148	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0487168	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0487172	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0487179	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0487626	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0487630	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0487904	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0488143	12036	WATER TESTING AND ANALYSIS SERV	

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217500	1/21/2020	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0488383	12036	070-384-0000-4260 WATER TESTING AND ANALYSIS SERV	150.00
			L0488747	12036	070-384-0000-4260 WATER TESTING AND ANALYSIS SERV	144.00
			L0488748	12036	070-384-0000-4260 WATER TESTING AND ANALYSIS SERV	339.00
				12036	070-384-0000-4260	144.00
					<b>Total : 2,486.00</b>	
217501	1/21/2020	893005 FAST DEER BUS CHARTER INC	149327		SENIOR TRIP-PECHANGA CASINO 004-2383	900.00
					<b>Total : 900.00</b>	
217502	1/21/2020	893194 FCG CONSULTANTS, INC	1065-1001	11981	INSPECTION SERVICES 070-385-6673-4600	3,960.00
					<b>Total : 3,960.00</b>	
217503	1/21/2020	101147 FEDEX	6-873-74748		COURIER SERVICE 001-190-0000-4280	24.95
					<b>Total : 24.95</b>	
217504	1/21/2020	892198 FRONTIER COMMUNICATIONS	209-150-5250-81292		RADIO REPEATER-PD 001-222-0000-4220	45.83
			209-150-5251-040172		MWD METER-PW 070-384-0000-4220	45.83
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	41.70
			209151-4943-081292		RADIO REPEATER-PD 001-222-0000-4220	45.83
			209-151-4943-081292		RADIO REPEATER-PD 001-222-0000-4220	45.83
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	129.80
			209-188-4362-031792		PD MAJOR PHONE LINES 001-222-0000-4220	635.92
			209-188-4363-031892		VARIOUS PHONE LINES	

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217504	1/21/2020	892198	FRONTIER COMMUNICATIONS	(Continued)		
					001-190-0000-4220	95.57
					070-384-0000-4220	284.70
					001-420-0000-4220	280.33
			818-361-2385-012309		MTA & CREDIT CARD PHONE LINE	
					007-440-0441-4220	112.14
					001-190-0000-4220	56.07
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	38.07
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM	
					001-420-0000-4220	57.15
			818-365-5097-120298		PD NARCOTICS VAULT	
					001-222-0000-4220	38.02
			818-837-1509-032207		PW PHONE LINE	
					001-190-0000-4220	29.04
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	349.59
			818-838-4969-021803		PD DEPT ALARM PANEL	
					001-222-0000-4220	116.44
			818-898-7385-033105		LP FAX NUMBER	
					001-420-0000-4220	32.92
					<b>Total :</b>	<b>2,480.78</b>
217505	1/21/2020	887249	GALLS, LLC	014548004	UNIFORMS	
					001-226-0230-4430	53.98
				014548005	UNIFORMS	
					001-226-0230-4430	53.98
				014548006	UNIFORMS	
					001-226-0230-4430	53.98
				014548008	UNIFORMS	
					001-226-0230-4430	33.52
				014550835	UNIFORMS	
					001-226-0230-4430	33.53
				014571150	UNIFORMS	
					001-226-0230-4430	24.84
				04571149	UNIFORMS	
					001-226-0230-4430	24.84

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217505	1/21/2020	887249 GALLS, LLC	(Continued)		Total :	278.67
217506	1/21/2020	893430 GARCIA, MARY	39-3985-00		OVRPYMNT-CLSD WTR BILL-1227 WOC 070-2010	222.67
					Total :	222.67
217507	1/21/2020	893309 GOMEZ, MELINDA	DEC 2019		BOXING INSTRUCTOR 017-420-1337-4260	175.00
					Total :	175.00
217508	1/21/2020	890982 GONZALES, ROBERT C.	TRAVEL		PER DIEM-ICA WINTER CONF ON 01/31-001-101-0111-4370	40.00
					Total :	40.00
217509	1/21/2020	892550 GOVEA, DAVID	DEC 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
217510	1/21/2020	101376 GRAINGER, INC.	9383940013		SUPPLIES FOR BUILDING, ELECTRICA	
				12022	043-390-0000-4300	14.74
			9383958981		SUPPLIES FOR BUILDING, ELECTRICA	
				12022	043-390-0000-4300	9.18
			9384091253		SUPPLIES FOR BUILDING, ELECTRICA	
				12022	043-390-0000-4300	22.00
			9384091261		SUPPLIES FOR BUILDING, ELECTRICA	
				12022	043-390-0000-4300	23.33
			9384567682		SUPPLIES FOR BUILDING, ELECTRICA	
				12022	043-390-0000-4300	368.14
			9385107876		SUPPLIES FOR BUILDING, ELECTRICA	
				12022	043-390-0000-4300	131.14
			9387835862		SUPPLIES FOR BUILDING, ELECTRICA	
				12022	043-390-0000-4300	32.67
			9388124191		SUPPLIES FOR BUILDING, ELECTRICA	
				12022	043-390-0000-4300	11.66
			9388198963		SUPPLIES FOR BUILDING, ELECTRICA	
				12022	043-390-0000-4300	8.01
			9388572647		SUPPLIES FOR BUILDING, ELECTRICA	

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217510	1/21/2020	101376 GRAINGER, INC.	(Continued)	12022	043-390-0000-4300	11.66
			9388583768	12022	SUPPLIES FOR BUILDING, ELECTRICA	323.81
					043-390-0000-4300	<b>Total : 956.34</b>
217511	1/21/2020	893436 GUTIERREZ, HERMINA	2000444.001		BASKETBALL REFUND	75.00
					017-3770-1328	<b>Total : 75.00</b>
217512	1/21/2020	101434 GUZMAN, JESUS ALBERTO	DEC 2019		MMAPI INSTRUCTOR	300.00
					108-424-3653-4260	<b>Total : 300.00</b>
217513	1/21/2020	888647 HDL SOFTWARE, LLC	0015383-IN	12064	BUSINESS LICENSE ADMIN SERVICES-	4,191.86
					001-130-0000-4260	<b>Total : 4,191.86</b>
217514	1/21/2020	893404 HEAVEN'S BEST SERVICE GROUP	470	12153	EMERGENCY SEWER SERVICES FOR I	6,100.00
					072-360-0000-4260	<b>Total : 6,100.00</b>
217515	1/21/2020	893433 HERNANDEZ, NATALIE	2000443.001		TINY TIKES BASKETBALL REFUND	65.00
					017-3770-1328	<b>Total : 65.00</b>
217516	1/21/2020	101511 HINDERLITER DE LLAMAS & ASSOC.	0032797-IN		CONTRACTUAL SERVICES-TRAN TAX &	300.00
					001-130-0000-4270	<b>Total : 300.00</b>
217517	1/21/2020	892439 HISTORICAL RESOURCES, INC.	1154		REVIEW LOPEZ ADOBE ARTIFACTS	487.50
					001-424-0000-4260	<b>Total : 487.50</b>
217518	1/21/2020	101556 HYATT REGENCY	TRAVEL		LODGING-CAL NENA 911 MISSION CRT	914.26
					001-225-0000-4360	<b>Total : 914.26</b>
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217519	1/21/2020	101556 HYATT REGENCY	TRAVEL		LODGING-CAL NENA 911 MISSION CRT	914.26
					001-225-0000-4360	<b>Total : 914.26</b>
217520	1/21/2020	101593 I.M.S.A.	118236		2019 MEMBERSHIP RENEWAL	100.00
			IMSA ID 59405		043-390-0000-4360	100.00
					2020 MEMBERSHIP RENEWAL	100.00
					001-370-0301-4300	<b>Total : 200.00</b>
217521	1/21/2020	101599 IMAGE 2000 CORPORATION	327933		SHIPPING CHARGES-ADMIN COPIER T	21.00
			342914		001-190-0000-4300	21.00
					VARIOUS COPIER MAINT CONTRACT 1	696.56
					001-135-0000-4260	42.04
					072-360-0000-4450	345.68
			344249		001-135-0000-4260	13.00
					SHIPPING CHARGES-ADMIN COPIER T	<b>Total : 1,118.28</b>
					001-190-0000-4300	
217522	1/21/2020	891570 INNOVATIVE TELECOM. SYSTEMS	2681		TELEPHONE EQUIPMENT MAINT-FEB 2	395.00
					001-190-0000-4260	<b>Total : 395.00</b>
217523	1/21/2020	893032 IPROMOTEU	1677836DR2		PLAQUE	52.36
					001-222-0000-4300	<b>Total : 52.36</b>
217524	1/21/2020	892682 IPS GROUP, INC.	47793	12131	SMART METER MGMT & TRANSACTION	776.52
					001-190-0000-4300	<b>Total : 776.52</b>
217525	1/21/2020	891777 IRRIGATION EXPRESS	15170102-00	12038	MISC IRRIGATION SUPPLIES FOR REP	271.45
					043-390-0000-4300	<b>Total : 271.45</b>
217526	1/21/2020	887952 J. Z. LAWNMOWER SHOP	24570	12023	SMALL POWER EQUIPMENT REPAIRS	58.41
					043-390-0000-4300	
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217526	1/21/2020	887952 J. Z. LAWNMOWER SHOP	(Continued) 24571	12023	SMALL POWER EQUIPMENT REPAIRS 043-390-0000-4300	33.80
			24572	12023	SMALL POWER EQUIPMENT REPAIRS 043-390-0000-4300	863.90
					<b>Total :</b>	<b>956.11</b>
217527	1/21/2020	889680 JIMENEZ LOPEZ, JUAN MANUEL	DEC 2019		MMAP INSTRUCTOR 108-424-3653-4260	180.00
					<b>Total :</b>	<b>180.00</b>
217528	1/21/2020	891794 KIMBALL, NICK	REIMB.		WELLNESS BENEFIT REIMB. FY19-20 001-105-0000-4140	600.00
			TRAVEL		PER DIEM-ANNUAL LEAGUE OF CA. CI 001-105-0000-4370	70.00
					<b>Total :</b>	<b>670.00</b>
217529	1/21/2020	101768 KIMBALL-MIDWEST	7620848		DEPT SUPPLIES 041-320-0000-4300	648.30
					<b>Total :</b>	<b>648.30</b>
217530	1/21/2020	892137 KING'S BRAKE & SUSPENSION	11682		VEHICLE MAINT-WA7218 070-383-0000-4400	45.00
					<b>Total :</b>	<b>45.00</b>
217531	1/21/2020	893427 KI-WAN, KIM PETER	33-0157-05		WATER ACCT REFUND-1029 SFRD 070-2010	9.53
					<b>Total :</b>	<b>9.53</b>
217532	1/21/2020	892996 KS STATEBANK	18		SMART METER LEASE PAYMENT-FEB 2 001-190-0000-4428	1,461.84
					001-190-0000-4405	138.41
					<b>Total :</b>	<b>1,600.25</b>
217533	1/21/2020	893218 LAZARO, ERNESTO	DEC 2019		MMAP INSTRUCTOR 108-424-3653-4260	480.00
					<b>Total :</b>	<b>480.00</b>
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217534	1/21/2020	893426 LEON, JESUS	50-2221-00		WATER ACCT REFUND-1156 ORANGE (C 070-2010	39.49
					<b>Total :</b>	<b>39.49</b>
217535	1/21/2020	893063 LEON, MIGUEL	01082020		REIMB OF SUPPLIES FOR SR CLUB DA 004-2380	54.11
					<b>Total :</b>	<b>54.11</b>
217536	1/21/2020	893403 LLAMAS, SUZANNE	DEC 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
217537	1/21/2020	101974 LOS ANGELES COUNTY	NOV 2019	12067	ANIMAL CARE & CONTROL SERVICES 001-190-0000-4260	16,439.02
					<b>Total :</b>	<b>16,439.02</b>
217538	1/21/2020	102003 LOS ANGELES COUNTY	RE-PW-19120902595	12108	FY 2019-2020 INDUSTRIAL WASTE CHA 072-360-0000-4450	3,517.30
					<b>Total :</b>	<b>3,517.30</b>
217539	1/21/2020	892477 LOWES	1262		CHRISTMAS TREE LIGHTING & EXTRA 043-390-0000-4300	306.19
			1679		MATL'S FOR LIGHT INSTALL-501 FIRST 043-390-0000-4300	38.76
			1738		LIGHTS-REC PARK 043-390-0000-4300	187.20
			2047		SMALL TOOLS-PW0935 043-390-0000-4300	35.31
			2048		LIGHT BULBS-PD 043-390-0000-4300	31.08
			2810		LOPEZ ADOBE MAINT 043-390-0000-4300	66.07
			2960		MISC SUPPLIES 043-390-0000-4300	20.78
			2965		TOOL REPLACEMENT 043-390-0000-4300	44.67
					<b>Total :</b>	<b>730.06</b>
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217540	1/21/2020	890992 M & M PAPER COMPANY	IN11811		40 CASES OF COPY PAPER 001-190-0000-4300	1,403.60
					<b>Total :</b>	<b>1,403.60</b>
217541	1/21/2020	892773 MAILFINANCE	N8085678		QRTRLY LEASE PYMNT & RENTAL 02/0 001-190-0000-4280	1,446.85
					<b>Total :</b>	<b>1,446.85</b>
217542	1/21/2020	887918 MARISCAL JR, MARIO	TRAVEL		PER DIEM-CAL NENA 911 MISSION CRI 001-225-0000-4360	275.00
					<b>Total :</b>	<b>275.00</b>
217543	1/21/2020	102125 MARTINEZ, MARLENE	TRAVEL		PER DIEM-CAL NENA 911 MISSION CRI 001-225-0000-4360	225.00
					<b>Total :</b>	<b>225.00</b>
217544	1/21/2020	893432 MARTINEZ, PAMELA	1608		FACILITY RENTAL DEP REFUND 001-2220	150.00
			2000447.001		FACILITY RENTAL REFUND 001-3777-0000	250.00
					<b>Total :</b>	<b>400.00</b>
217545	1/21/2020	888254 MCCALLA COMPANY	286696		GLOVES 001-222-0000-4300	875.12
					<b>Total :</b>	<b>875.12</b>
217546	1/21/2020	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	35.31
			7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	34.68
					<b>Total :</b>	<b>69.99</b>
217547	1/21/2020	893442 MENDOZA, MARY	TRAVEL		PER DIEM-LEAGUE OF CA CITIES CON 001-101-0109-4370	85.00
					<b>Total :</b>	<b>85.00</b>
217548	1/21/2020	892140 MICHAEL BAKER	1070886	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0182-4260	1,500.00
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217548	1/21/2020	892140 892140 MICHAEL BAKER	(Continued)			<b>Total : 1,500.00</b>
217549	1/21/2020	102201 MIERZYNSKI, IRMGARD	NOV-DEC 2019		LINE DANCE INSTRUCTOR 017-420-1339-4260	147.00
			SEPT 2019		LINE DANCE INSTRUCTOR 017-420-1339-4260	77.00
					<b>Total :</b>	<b>224.00</b>
217550	1/21/2020	102226 MISSION LINEN SUPPLY	511453705		LAUNDRY 001-225-0000-4350	130.94
			511503543		LAUNDRY 001-225-0000-4350	101.35
			511524297		LAUNDRY 001-225-0000-4350	75.92
			511548818		LAUNDRY 001-225-0000-4350	112.05
			511571326		LAUNDRY 001-225-0000-4350	103.83
					<b>Total :</b>	<b>524.09</b>
217551	1/21/2020	893343 MOHR, NICOLE	DEC 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
			JAN 2020		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					<b>Total :</b>	<b>150.00</b>
217552	1/21/2020	893050 MORALES-RODRIGUEZ, CRISTAL	DEC 2019		MMAP MENTOR INSTRUCTOR 109-424-3693-4260	119.00
					<b>Total :</b>	<b>119.00</b>
217553	1/21/2020	892535 MORAN, YOVANNI	DEC 2019		YOGA INSTRUCTOR 017-420-1337-4260	125.00
					<b>Total :</b>	<b>125.00</b>
217554	1/21/2020	891542 MR "B" PRINTING INC.	39837	12030	PRINTING MATIERIALS: RCS DEPARTM 001-420-0000-4260	569.40
			39947	12030	PRINTING MATIERIALS: RCS DEPARTM 001-420-0000-4260	2,157.15
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217561	1/21/2020	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued) 4605-357291	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0320-4400	57.77
			4605-357409	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0390-4400	149.96
					<b>Total :</b>	<b>463.52</b>
217562	1/21/2020	893425 ORTIZ DEL VALLE, VICTOR	35-0510-01		WATER ACCT REFUND-1624 CORONEL 070-2010	27.56
					<b>Total :</b>	<b>27.56</b>
217563	1/21/2020	102688 PROFESSIONAL PRINTING CENTERS	15198		FLYERS 001-105-0000-4300	85.80
					<b>Total :</b>	<b>85.80</b>
217564	1/21/2020	102738 QUINTERO ESCAMILLA, VIOLETA	NOV-DEC 2019		SENIOR MUSIC INSTRUCTOR 017-420-1323-4260	420.00
					<b>Total :</b>	<b>420.00</b>
217565	1/21/2020	102779 RAMIREZ, THOMAS	DEC 2019	12114	KARATE INSTRUCTOR 017-420-1326-4260	720.00
					<b>Total :</b>	<b>720.00</b>
217566	1/21/2020	887872 ROSENBERG, IRWIN	TRAVEL		PER DIEM-POST MANAGEMENT COUR 001-224-0000-4360	205.00
					<b>Total :</b>	<b>205.00</b>
217567	1/21/2020	893196 SAALEX SOLUTIONS INC	8352	12054	DEC-INFORMATION TECHNOLOGY MAI 001-135-0000-4270	9,600.00
			8542	12055	DEC-CRITICAL SYSTEM MANAGEMENT 001-135-0000-4270	190.00
					<b>Total :</b>	<b>9,790.00</b>
217568	1/21/2020	892856 SALAS, JUAN	REIMB.		SENIOR DANCE SUPPLIES 004-2380	74.00
					001-422-0000-4300	16.46
					<b>Total :</b>	<b>90.46</b>
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vchlist 01/15/2020 11:26:17AM		Voucher List CITY OF SAN FERNANDO				Page: 22
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217569	1/21/2020	103057 SAN FERNANDO VALLEY SUN	10593		DISPLAY AD-SUMMER NIGHTS 001-424-0000-4260	200.00
			10614		DISPLAY AD-CITY'S BIRTHDAY 001-424-0000-4260	600.00
			10746		DISPLAY AD-CITY PONY BASEBALL 001-420-0000-4260	1,000.00
					<b>Total :</b>	<b>1,800.00</b>
217570	1/21/2020	103064 SAN GABRIEL VALLEY CITY	0162020		MONTHLY MEETING LUNCHEON-JAN 2 001-105-0000-4380	30.00
			121819		MONTHLY MEETING LUNCHEON-DEC 2 001-105-0000-4380	30.00
					<b>Total :</b>	<b>60.00</b>
217571	1/21/2020	892416 SANCHEZ, KARLA	DEC 2019	12101	ZUMBA INSTRUCTOR 017-420-1337-4260	175.00
					<b>Total :</b>	<b>175.00</b>
217572	1/21/2020	891849 SHI INTERNATIONAL CORP	B10908722	12142	SURFACE GO FOR COUNCILMEMBER 001-101-0000-4500	614.63
			B10916281	12142	SURFACE GO FOR COUNCILMEMBER 001-101-0000-4500	49.09
					<b>Total :</b>	<b>663.72</b>
217573	1/21/2020	103184 SMART & FINAL	12218		ENP & DEPT SUPPLIES 004-2346	7.58
					001-422-0000-4300	23.08
			12219		SUPPLIES-SENIOR DANCE 004-2380	19.66
			28290		WINTER CAMP SUPPLIES 017-420-1399-4300	44.20
			53378		WINTER CAMP SUPPLIES 017-420-1399-4300	34.30
					<b>Total :</b>	<b>128.82</b>
217574	1/21/2020	893429 SOTO, ARTHUR JR	33-1370-00		OVPRYMNT-CLSD WTR BILL-719 HOLLI 070-2010	70.04
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217574	1/21/2020	893429 893429 SOTO, ARTHUR JR	(Continued)		<b>Total :</b>	<b>70.04</b>
217575	1/21/2020	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST	
			2-02-682-7675		043-390-0000-4210	3,528.07
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	4,265.56
					ELECTRIC-VARIOUS LOCATIONS	
					029-335-0000-4210	1,927.67
					074-320-0000-4210	3,565.76
					070-384-0000-4210	15,645.32
					043-390-0000-4210	9,931.56
			2-33-746-5215		ELECTRIC-190 PARK	
			2-39-084-2581		027-344-0000-4210	687.49
					ELECTRIC-1117 SECOND	
					043-390-0000-4210	36.93
					<b>Total :</b>	<b>39,588.36</b>
217576	1/21/2020	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	4,953.69
					<b>Total :</b>	<b>4,953.69</b>
217577	1/21/2020	103251 STANLEY PEST CONTROL	205137		PEST EXTERMINATION OF VARIOUS CI	
			205142	12091	043-390-0000-4260	94.00
			205143	12091	PEST EXTERMINATION OF VARIOUS CI	
			205144	12091	043-390-0000-4260	62.00
			205145	12091	PEST EXTERMINATION OF VARIOUS CI	
			205146	12091	043-390-0000-4260	135.00
			205147	12091	PEST EXTERMINATION OF VARIOUS CI	
			210092	12091	043-390-0000-4260	55.00
					PEST EXTERMINATION OF VARIOUS CI	
					043-390-0000-4260	95.00
					PEST EXTERMINATION OF VARIOUS CI	
					043-390-0000-4260	85.00
					PEST EXTERMINATION OF VARIOUS CI	
					043-390-0000-4260	85.00
					PEST EXTERMINATION OF VARIOUS CI	
					043-390-0000-4260	94.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217577	1/21/2020	103251 STANLEY PEST CONTROL	(Continued)			
			210096		PEST EXTERMINATION OF VARIOUS CI	
				12091	043-390-0000-4260	62.00
			210098		PEST EXTERMINATION OF VARIOUS CI	
				12091	043-390-0000-4260	135.00
			210100		PEST EXTERMINATION OF VARIOUS CI	
				12091	043-390-0000-4260	55.00
			210101		PEST EXTERMINATION OF VARIOUS CI	
				12091	043-390-0000-4260	95.00
			210102		PEST EXTERMINATION OF VARIOUS CI	
				12091	043-390-0000-4260	85.00
			210103		PEST EXTERMINATION OF VARIOUS CI	
				12091	043-390-0000-4260	85.00
					<b>Total :</b>	<b>1,222.00</b>
217578	1/21/2020	889149 STAPLES BUSINESS ADVANTAGE	3434340716		OFFICE SUPPLIES	
			3434340717		001-106-0000-4300	76.99
					OFFICE SUPPLIES	
					001-106-0000-4300	111.09
					<b>Total :</b>	<b>188.08</b>
217579	1/21/2020	888946 TEKWERKS	253789		WEBSITE HOSTING DURING TRANSITI	
					001-135-0000-4260	100.00
					<b>Total :</b>	<b>100.00</b>
217580	1/21/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	2341150		TRASH CANS FOR BUS STOPS	
			2344209		001-311-0000-4300	57.78
			6113364		SUPPLIES FOR PIONEER PARK	
					043-390-0000-4300	139.23
			6273128		ELECTRICAL SUPPLIES-120 MACNEIL	
					043-390-0000-4300	62.02
			6696265		2 YEAR PROTECTION PLAN-FRIG	
					001-222-0000-4300	11.88
			7121099		MINI REFRIGERATOR	
					001-222-0000-4300	89.09
					SUPPLIES FOR LP PARK	
					043-390-0000-4300	102.15

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217580	1/21/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued) 7973890		TRASH BAGS 001-311-0000-4300	500.00
					030-341-0000-4300	567.15
			8522784		TRASH CANS FOR BUS STOPS 001-311-0000-4300	41.32
					<b>Total :</b>	<b>1,570.62</b>
217581	1/21/2020	103903 TIME WARNER CABLE	0010518010120		CABLE-REC PARK 12/29-01/28 001-420-0000-4260	245.79
			196309122319		INTERNET SERVICES-12/23-01/22 001-190-0000-4220	1,299.00
			222204010120		CABLE-PW (12/29-01/28) 043-390-0000-4260	121.69
					<b>Total :</b>	<b>1,666.48</b>
217582	1/21/2020	891252 TIMECLOCK PLUS	520631	12155	TIMECLOCK PLUS ANNUAL EMPLOYEE 001-135-0000-4260	4,680.00
					<b>Total :</b>	<b>4,680.00</b>
217583	1/21/2020	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION 001-420-0000-4220	39.75
					001-152-0000-4220	19.97
					<b>Total :</b>	<b>59.72</b>
217584	1/21/2020	893435 TORRES, JOHN	2000445.001		BASKETBALL REFUND 017-3770-1326	85.00
					<b>Total :</b>	<b>85.00</b>
217585	1/21/2020	103413 TRANS UNION LLC	12905271		CREDIT CHECKS 001-222-0000-4260	75.00
					<b>Total :</b>	<b>75.00</b>
217586	1/21/2020	890998 TRUJILLO, RODOLFO	JAN 2020		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
217587	1/21/2020	893428 TRUMAN PROPERTY LLC	54-0615-00		WATER ACCT REFUND-1315 GLENOAK	
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217587	1/21/2020	893428 TRUMAN PROPERTY LLC	(Continued)		070-2010	8.15
					<b>Total :</b>	<b>8.15</b>
217588	1/21/2020	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE C	15122187		POSTAGE MACHINE REIMB 001-190-0000-4280	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
217589	1/21/2020	103463 U.S. POSTMASTER	DEC 2019		POSTAGE-DEC UTILITY BILLS 070-382-0000-4300	535.43
			DEC 2019		072-360-0000-4300	535.42
					POSTAGE-JAN UTILITY BILLS 070-382-0000-4300	627.91
					072-360-0000-4300	627.91
					<b>Total :</b>	<b>2,326.67</b>
217590	1/21/2020	103445 UNDERGROUND SERVICE ALERT	122019672		(50) NEW TICKET CHARGES & MAINT F 070-381-0000-4260	92.50
			18DSBF7210		CALIFORNIA STAT FEE FOR REGULATC 070-381-0000-4260	48.93
					<b>Total :</b>	<b>141.43</b>
217591	1/21/2020	892258 UNIFORM & ACCESSORIES	741108		UNIFORMS 001-222-0000-4300	513.35
					<b>Total :</b>	<b>513.35</b>
217592	1/21/2020	893167 UNITED MAINTENANCE SYSTEMS	14513	12002	JANITORIAL SERVICES-DEC 2019 043-390-0000-4260	18,935.00
					<b>Total :</b>	<b>18,935.00</b>
217593	1/21/2020	889287 UNITED TRUCK CENTERS	64010		VEHICLE MAINT-PW0873 041-320-0311-4400	267.07
					<b>Total :</b>	<b>267.07</b>
217594	1/21/2020	892612 URBAN FUTURES, INC	1119-12	11954	FISCAL ADVISOR SERVICES PENSION 001-190-0000-4267	367.58
					<b>Total :</b>	<b>367.58</b>
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217595	1/21/2020	103449 USA BLUE BOOK	090047		ELECTRICAL PANEL MAINTENANCE & I 070-384-0000-4330	318.10
					<b>Total :</b>	<b>318.10</b>
217596	1/21/2020	103534 VALLEY LOCKSMITH	6621	12031	LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4330	120.00
			6622	12031	LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4330	65.00
					<b>Total :</b>	<b>185.00</b>
217597	1/21/2020	889386 VENTIMIGLIA, PAUL	TRAVEL		PER DIEM & PARKING FEE--POST SBSI 001-225-0000-4370	150.00
					<b>Total :</b>	<b>150.00</b>
217598	1/21/2020	103574 VERDIN, FRANCISCO JAVIER	OCT-DEC 2019		FOLK DANCE INSTRUCTOR 017-420-1362-4260	630.00
					<b>Total :</b>	<b>630.00</b>
217599	1/21/2020	892081 VERIZON BUSINESS SERVICES	71332130		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,059.94
					<b>Total :</b>	<b>1,059.94</b>
217600	1/21/2020	889627 VERIZON CONFERENCING	Z6784323		CONFERENCE CALL-NOV 2019 001-190-0000-4220	22.87
					<b>Total :</b>	<b>22.87</b>
217601	1/21/2020	100101 VERIZON WIRELESS-LA	9842936681		PD CELL PHONE PLANS 001-222-0000-4220	162.51
			9842936681		PD CELL PHONE PLANS 001-222-0000-4220	200.41
			9844403721		MDT MODEMS-PD UNITS 001-222-0000-4220	1,361.03
			9844693240		PLANNING CELL PHONE PLAN 001-140-0000-4220	10.68
			9845014306		PD CELL PHONE PLANS 001-222-0000-4220	167.03
			9845025191		CITY YARD CELL PHONE PLANS	
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217601	1/21/2020	100101 VERIZON WIRELESS-LA	(Continued)		001-222-0000-4220	149.51
					043-390-0000-4220	31.91
					041-320-0000-4220	31.91
					072-360-0000-4220	31.55
			9845036105		VARIOUS CELL PHONE PLANS 001-106-0000-4220	53.67
					070-384-0000-4220	47.10
					<b>Total :</b>	<b>2,247.31</b>
217602	1/21/2020	891357 VITAL, SARINA	1711		FACILITY RENTAL DEP REFUND 001-2220	150.00
					<b>Total :</b>	<b>150.00</b>
217603	1/21/2020	103631 WELL	121319		RGSTR-2020 ANNUAL CONF IN SAN JO 001-101-0101-4370	325.00
					<b>Total :</b>	<b>325.00</b>
217604	1/21/2020	888390 WEST COAST ARBORISTS, INC.	153145	12093	CITY WIDE TREE MAINT. SERVICE 011-311-0000-4260	12,736.00
			155357	12124	PARKING LOTS TREE REMOVAL & PLA 029-335-0000-4600	5,290.00
			155358	12124	PARKING LOTS TREE REMOVAL & PLA 029-335-0000-4600	2,642.00
					<b>Total :</b>	<b>20,668.00</b>
217605	1/21/2020	888705 WEST COAST TOURS	11273	12126	SENIOR CLUB TRIPS (MOTOR COACH 004-2383	2,000.00
					<b>Total :</b>	<b>2,000.00</b>
217606	1/21/2020	890970 WEX BANK	63062067		FUEL FOR CITY FLEET 041-320-0152-4402	292.49
					041-320-0221-4402	202.01
					041-320-0222-4402	122.29
					041-320-0224-4402	594.39
					041-320-0225-4402	4,223.80
					041-320-0226-4402	91.00
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217606	1/21/2020	890970 WEX BANK	(Continued)			
					041-320-0228-4402	417.25
					041-320-0311-4402	627.01
					041-320-0312-4402	306.57
					041-320-0320-4402	214.31
					041-320-0346-4402	20.19
					041-320-0370-4402	1,279.38
					041-320-0390-4402	1,370.72
					041-320-0420-4402	2.00
					007-313-3630-4402	308.21
					029-335-0000-4402	181.82
					070-381-0000-4402	37.72
					070-382-0000-4402	578.04
					070-383-0000-4402	361.96
					070-384-0000-4402	267.22
					072-360-0000-4402	280.13
					<b>Total :</b>	<b>11,778.51</b>
217607	1/21/2020	891531 WILLDAN ENGINEERING	003-31214		ENGINEERING SERVICES	
				12118	001-310-0000-4270	15,665.00
			00331215	12118	ENGINEERING SERVICES	
					001-310-0000-4270	455.00
			00618468	11736	DESIGN SERVICES FOR STREET RESL	
					072-365-6673-4600	1,605.50
					<b>Total :</b>	<b>17,725.50</b>
217608	1/21/2020	892785 WONG, MICHELLE	DEC 2019		YOGA INSTRUCTOR	
					017-420-1337-4260	50.00
					<b>Total :</b>	<b>50.00</b>
155 Vouchers for bank code :		bank3			<b>Bank total :</b>	<b>811,113.38</b>
155 Vouchers in this report					<b>Total vouchers :</b>	<b>811,113.38</b>

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Voucher Registers are not final until approved by Council.

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**ATTACHMENT “B”****RESOLUTION NO. 20-021****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 20-021****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 3<sup>th</sup> day of February, 2020.

---

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 3<sup>th</sup> day of February, 2020, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

**EXHIBIT "A"**

Vchlist		Voucher List				Page: 1	
01/28/2020 5:12:14PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
217612	2/3/2020	888356 ADVANCED AUTO REPAIR	1406		VEH. REPAIRS 2016 FORD F-250 VIN N		
			1408	12157	041-320-0390-4400	4,104.40	
			1409	12017	VEHICLE MAINT., REPAIRS AND MINOR	781.20	
			1410	12017	VEHICLE MAINT., REPAIRS AND MINOR	777.10	
				12017	VEHICLE MAINT., REPAIRS AND MINOR	789.22	
					041-320-0225-4400		
					Total :	6,451.92	
217613	2/3/2020	891969 ADVANCED PURE WATER SOLUTIONS	1016021		DRINKING WATER		
					001-222-0000-4300	98.55	
					Total :	98.55	
217614	2/3/2020	887462 AIRGAS USA, LLC	9096814172		SAFETY EQUIPMENT		
			9097118097		072-360-0000-4340	456.53	
					SAFETY EQUIPMENT	113.98	
					072-360-0000-4340		
					Total :	570.51	
217615	2/3/2020	100188 ANDY GUMP INC.	INV688336		PORTABLE TOILET SERV. FOR CITY YA		
			INV688337	12070	070-384-0000-4260	330.34	
			INV688338	12070	PORTABLE TOILET SERV. FOR CITY YA	330.44	
				12070	043-390-0000-4260	114.32	
					PORTABLE TOILET SERV. FOR CITY YA		
					043-390-0000-4260		
					Total :	775.10	
217616	2/3/2020	100222 ARROYO BUILDING MATERIALS, INC	238399		HARDWARE SUPPLIES AND U-CARTS (		
				12046	001-311-0000-4300	40.84	
					Total :	40.84	
217617	2/3/2020	102530 AT & T	818-270-2203		PD NETWORK LINE-JAN 2020		
					001-222-0000-4220	218.25	
					Total :	218.25	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217618	2/3/2020	889037 AT&T MOBILITY	28727790027X01082020		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	154.69 154.69
217619	2/3/2020	889942 ATHENS SERVICES	7772875	12084 12084	STREET SWEEPING SERVICES 011-311-0000-4260 001-343-0000-4260	12,431.77 2,481.26 14,913.03
217620	2/3/2020	891209 AUTONATION SSC	317515 318337 318340	12158 12158 12158	PURCHASE OF FORD SPECIFIC PARTS 041-1215 PURCHASE OF FORD SPECIFIC PARTS 041-1215 PURCHASE OF FORD SPECIFIC PARTS 041-1215	301.22 113.55 164.87 579.64
217621	2/3/2020	892252 AYALA, JUANA	2000339.003		SENIOR DANCE TICKET REFUND 004-2380	45.00 45.00
217622	2/3/2020	100283 BADGER METER, INC.	S1122816.001	12159	NEW 3/4" TO 2" WATER METERS FOR F 070-385-0700-4600	2,112.00 2,112.00
217623	2/3/2020	891301 BERNARDEZ, RENATE Z.	550		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00 250.00
217624	2/3/2020	892389 BRITE STAR LIGHTING	2883	12149	INSTALLATION OF HOLIDAY DECORATI 001-311-0000-4260	4,340.00 4,340.00
217625	2/3/2020	100462 BYRD INDUSTRIAL ELECTRONICS	1028-19 104-20 1218-19	12105 12105	BLANKET PO FOR SCADA PROGRAMM 070-384-0000-4260 BLANKET PO FOR SCADA PROGRAMM 070-384-0000-4260 BLANKET PO FOR SCADA PROGRAMM	2,828.74 356.64

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217625	2/3/2020	100462 BYRD INDUSTRIAL ELECTRONICS	(Continued)			
			1218-19-1	12105	070-384-0000-4260	1,236.95
				12105	BLANKET PO FOR SCADA PROGRAMM	
					070-384-0000-4260	1,620.00
					<b>Total :</b>	<b>6,042.33</b>
217626	2/3/2020	103797 CALIFORNIA ASSOCIATION OF	200011200		REGISTRATION-VENTURA LEGAL UPD	
			200011242		001-152-0000-4360	86.00
					REGISTRATION-VENTURA LEGAL UIPD	
					001-152-0000-4360	86.00
					<b>Total :</b>	<b>172.00</b>
217627	2/3/2020	103797 CALIFORNIA ASSOCIATION OF	200011234		REGISTRATION-VERBAL TACTICS FOR	
					001-152-0000-4360	86.00
					<b>Total :</b>	<b>86.00</b>
217628	2/3/2020	892464 CANON FINANCIAL SERVICES, INC	21006337		CANON COPIERS	
				12133	001-135-0000-4260	649.93
					<b>Total :</b>	<b>649.93</b>
217629	2/3/2020	892465 CANON SOLUTIONS AMERICA, INC.	4031479031		COPIER MONTHLY RATES AND OVERA	
			4031564580	12020	001-135-0000-4260	1,687.69
				12020	COPIER MONTHLY RATES AND OVERA	
					001-135-0000-4260	1,113.20
					<b>Total :</b>	<b>2,800.89</b>
217630	2/3/2020	100472 CCAC	4716		MEMBERSHIP DUES JAN-JUNE 2020	
			4717		001-115-0000-4380	27.50
					MEMBERSHIP DUES-THROUGH JULY 2	
					001-115-0000-4380	65.00
			4907		CITY CLERKS ASSOC WORKSHOP	
					001-115-0000-4370	50.00
					<b>Total :</b>	<b>142.50</b>
217631	2/3/2020	100472 CCAC	010820		CITY CLERK ASSOC-CITY CLERK'S HAI	
					001-115-0000-4300	40.00
					<b>Total :</b>	<b>40.00</b>

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217632	2/3/2020	893177 CELL ENERGY	IN0005634		SERV. FOR VEH. BATTERIES (DELIVER	
				12033	041-1215	131.93
			IN0005635	12033	SERV. FOR VEH. BATTERIES (DELIVER	
					041-1215	125.52
					<b>Total :</b>	<b>257.45</b>
217633	2/3/2020	893453 CHRISTOPHER MAIRA	PL1904396		HOME OCCUPATION PERMIT REFUND	
					001-3325-0000	47.43
					001-3315-0000	2.37
					055-3719-0154	4.74
					<b>Total :</b>	<b>54.54</b>
217634	2/3/2020	103029 CITY OF SAN FERNANDO	2299-2327		REIMBURSEMENT TO WORKERS COM	
					006-1038	9,218.46
					<b>Total :</b>	<b>9,218.46</b>
217635	2/3/2020	100715 CITY-WIDE FIRE PROTECTION CO.	81872		FIRE ALARM ANNUAL TESTING & DEFIC	
				12021	043-390-0000-4260	739.40
					<b>Total :</b>	<b>739.40</b>
217636	2/3/2020	100805 COOPER HARDWARE INC.	119215		MISCELLANEOUS SUPPLIES FOR PW (	
			119295	12034	043-390-0000-4300	43.71
				12034	MISCELLANEOUS SUPPLIES FOR PW (	
					001-370-0301-4300	12.24
					<b>Total :</b>	<b>55.95</b>
217637	2/3/2020	891425 DIAZ, MARISOL	REIMB.		MILEAGE REIMB	
					001-420-0000-4390	50.34
					<b>Total :</b>	<b>50.34</b>
217638	2/3/2020	893103 DUARTE, MARITZA	122919		REIMB.-RAFFLE PRIZES FOR SENIOR I	
					004-2380	100.00
					<b>Total :</b>	<b>100.00</b>
217639	2/3/2020	887518 DURHAM, ALVIN	JAN 2020		COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>

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217640	2/3/2020	889121 EDGESOFT, INC.	3110	12164	FINAL PHASE OF EDGESOFT UPGRAD 001-135-0000-4500	5,000.00
					Total :	5,000.00
217641	2/3/2020	893129 EL SALTARIN	011720		FOOD-SENIOR DANCE ON 04/20/20 004-2380	550.00
					Total :	550.00
217642	2/3/2020	890401 ENVIROGEN TECHNOLOGIES INC	0011591-IN	12115	MAINT, REPAIR, CONSUMABLES & EXT 070-384-0857-4260	7,796.80
					Total :	7,796.80
217643	2/3/2020	893451 ESCOBAR, CAROLINA	2000450.001		YOUTH BASKETBALL REFUND 001-3777-0000	85.00
					Total :	85.00
217644	2/3/2020	890879 EUROFINS EATON ANALYTICAL, INC	L0478819	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	45.00
			L0488501	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0488749	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0489547	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0489557	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0489581	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0489778	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	152.00
			L0490082	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0491009	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	600.00
					Total :	1,750.00
						3,291.00
217645	2/3/2020	101114 EXCEL PAVING COMPANY	4		ANNUAL STREET RESURFACING PROJ	

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217645	2/3/2020	101114 EXCEL PAVING COMPANY	(Continued)			
				12134	011-311-0560-4600	104,984.10
				12134	012-311-0560-4600	116,774.35
				12134	024-311-0560-4600	179,233.20
				12134	070-385-0560-4600	211,820.00
					011-2037	-5,249.21
					012-2037	-5,838.72
					024-2037	-8,961.66
					070-2037	-10,590.99
					Total :	582,171.07
217646	2/3/2020	890981 FAJARDO, JOEL	REIMB.		FY19/20-WELLNESS BENEFIT	
					001-101-0103-4140	47.32
					Total :	47.32
217647	2/3/2020	892298 FIDUCIARY EXPERTS LLC	1301		457 PLAN FIDUCIARY SERVICES, ADMI	
				12063	001-190-0000-4270	1,250.00
					Total :	1,250.00
217648	2/3/2020	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS	
					001-222-0000-4220	568.30
			209-151-4941-102990		POLICE PAGING	
					001-222-0000-4220	50.73
			209-151-4942-041191		CITY YARD AUTO DIALER	
					070-384-0000-4220	54.86
			818-361-0901-051499		SEWER FLOW MONITORING	
					072-360-0000-4220	64.64
			818-361-2385-012309		MTA PHONE LINE	
					007-440-0441-4220	117.16
					001-190-0000-4220	58.58
			818-361-2472-031415		PW PHONE LINE	
					070-384-0000-4220	509.17
			818-361-3958-091407		CNG STATION	
					074-320-0000-4220	51.85
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM	
					001-420-0000-4220	65.68
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHONE L	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217648	2/3/2020	892198 FRONTIER COMMUNICATIONS	(Continued)		001-222-0000-4220	54.92
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
			818-837-7174-052096		001-190-0000-4220	349.75
			818-838-1841-112596		POLICE SPECIAL ACTIVITIES PHONE L	
					001-222-0000-4220	37.54
					ENGINEERING FAX MODEM	
			818-898-7385-033105		001-310-0000-4220	38.64
					LP FAX LINE	
					001-420-0000-4220	41.69
					<b>Total :</b>	<b>2,063.51</b>
217649	2/3/2020	893344 GRAND ELECTRICAL SUPPLY	2595		FACILITY MAINT	
					043-390-0000-4300	111.50
					<b>Total :</b>	<b>111.50</b>
217650	2/3/2020	893450 GUTIERREZ, ANA	1706		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					<b>Total :</b>	<b>150.00</b>
217651	2/3/2020	101428 H & H WHOLESALE PARTS	BST3IN7790		BATTERIES FOR FLEET	
					041-1215	95.85
					<b>Total :</b>	<b>95.85</b>
217652	2/3/2020	893395 HAYES, JASON BENJAMIN	JAN 2020		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
217653	2/3/2020	888647 HDL SOFTWARE, LLC	0015540-IN	12064	BUSINESS LICENSE ADMIN SERVICES	
					001-130-0000-4260	27,545.05
					<b>Total :</b>	<b>27,545.05</b>
217654	2/3/2020	890594 HEALTH AND HUMAN RESOURCE	E0218628		EAP-FEB 2020	
					001-106-0000-4260	243.10
					<b>Total :</b>	<b>243.10</b>
217655	2/3/2020	890360 HERRERA, NINAMARIE JULIA	JAN 2020		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
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217655	2/3/2020	890360 890360 HERRERA, NINAMARIE JULIA	(Continued)			<b>Total : 75.00</b>
217656	2/3/2020	888309 HI 2 LO VOLTAGE WIRING CO, INC	19096		MONITORING JAN-MAR 2020	
					001-222-0000-4260	75.00
					<b>Total :</b>	<b>75.00</b>
217657	2/3/2020	887740 INDUSTRIAL SHOE COMPANY	1100-1212926		SAFETY BOOTS	
					001-310-0000-4310	141.90
					<b>Total :</b>	<b>141.90</b>
217658	2/3/2020	888214 INTERNATIONAL CODE COUNCIL INC	1129		ANNUAL MEMBERSHIP DUES	
					001-140-0000-4380	100.00
					<b>Total :</b>	<b>100.00</b>
217659	2/3/2020	101640 INTERNATIONAL INSTITUTE OF	18202		ANNUAL MEMBERSHIP FEES	
			39944		001-115-0000-4370	210.00
					ANNUAL MEMBERSHIP FEES	
					001-115-0000-4370	110.00
					<b>Total :</b>	<b>320.00</b>
217660	2/3/2020	891777 IRRIGATION EXPRESS	15170204	12038	MISC IRRIGATION SUPPLIES FOR REP,	
			15171858	12038	070-383-0301-4300	47.61
			15172123	12038	MISC IRRIGATION SUPPLIES FOR REP,	39.60
			15172348	12038	070-383-0301-4300	
					MISC IRRIGATION SUPPLIES FOR REP,	8.78
					043-390-0000-4300	
					MISC IRRIGATION SUPPLIES FOR REP,	148.50
					043-390-0000-4300	
					<b>Total :</b>	<b>244.49</b>
217661	2/3/2020	102387 K.R. NIDA CORPORATION	20001957		HAND HELD RADIO BATTERY	
					001-370-0000-4300	82.06
					<b>Total :</b>	<b>82.06</b>
217662	2/3/2020	887323 KINGSBURY UNIFORMS	81059		UNIFORMS	
					001-222-0000-4300	988.52
					<b>Total :</b>	<b>988.52</b>
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217663	2/3/2020	101795 KOSMONT & ASSOCIATES	18-0099-015	12090	REAL ESTATE ADVISORY SERVICES 001-151-0000-4270	3,143.40 <b>3,143.40</b>
217664	2/3/2020	102007 L.A. COUNTY SHERIFFS DEPT.	202147BL		INMATE MEAL PROGRAM-DEC 2019 001-225-0000-4350	356.49 <b>356.49</b>
217665	2/3/2020	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210	151.72
			494-750-1000		WATER - 12900 DRONFIELD 070-384-0000-4210	97.84
			500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	188.91
			594-750-1000		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	5,005.15
			657-750-1000		ELECTRIC-14060 SAYRE 070-384-0000-4210	23,497.08
			694-750-1000		ELECTRIC & WATER-13180 DRONFIELD 070-384-0000-4210	4,264.26
			757-750-1000		WATER-14060 SAYRE 070-384-0000-4210	54.37
					<b>Total :</b>	<b>33,259.33</b>
217666	2/3/2020	889332 LA DAILY NEWS	90233735		NEWSPAPER SUBSCRIPTION 001-225-0000-4350	136.16 <b>136.16</b>
217667	2/3/2020	101920 LIEBERT CASSIDY WHITMORE	1489994		LEGAL SERVICES 001-112-0000-4270	2,728.00
			1489995		LEGAL SERVICES 001-112-0000-4270	2,841.60
			1489996		LEGAL SERVICES 001-112-0000-4270	1,155.00
					<b>Total :</b>	<b>6,724.60</b>
217668	2/3/2020	893354 LINE-X OF SOUTH COAST	012904		PROTECTIVE LINING FOR ISO CONTAINERS	

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217668	2/3/2020	893354	LINE-X OF SOUTH COAST	(Continued)		
				12139	070-384-0000-4260	14,725.00
					<b>Total :</b>	<b>14,725.00</b>
217669	2/3/2020	892477	LOWES	1058	PARTS FOR HUBBARD BOOSTER, TOC	
					070-384-0000-4320	120.15
					070-383-0000-4340	120.16
			1585		MISC SUPPLIES	
					043-390-0000-4300	31.20
			1627		MISC SUPPLIES	
					043-390-0000-4300	32.19
			1674		MISC SUPPLIES	
					043-390-0000-4300	11.95
			2545		PIONEER GAGAGE LIGHTS	
					043-390-0000-4300	191.35
			2945		SMALL TOOLS	
					041-320-0000-4340	116.23
					<b>Total :</b>	<b>623.23</b>
217670	2/3/2020	102051	M & M LANDSCAPE	7122	LANDSCAPING AND PEST CONTROL	
				12059	070-383-0000-4260	750.00
			7123		LANDSCAPING AND PEST CONTROL	
				12059	070-384-0000-4260	1,600.00
					<b>Total :</b>	<b>2,350.00</b>
217671	2/3/2020	888468	MAJOR METROPOLITAN SECURITY	1096158	ALARM MONITORING AT ALL CITY FACI	
				12049	043-390-0000-4260	15.00
			1096159		ALARM MONITORING AT ALL CITY FACI	
				12049	043-390-0000-4260	25.00
			1096160		ALARM MONITORING AT ALL CITY FACI	
				12049	043-390-0000-4260	15.00
			1096161		ALARM MONITORING AT ALL CITY FACI	
				12049	043-390-0000-4260	15.00
			1096163		ALARM MONITORING AT ALL CITY FACI	
				12049	043-390-0000-4260	15.00
			1096164		ALARM MONITORING AT ALL CITY FACI	
				12049	043-390-0000-4260	15.00

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217671	2/3/2020	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1096165	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1096166	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1096167	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1096168	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1096169	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1096170	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1096171	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1096172	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			109962	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
					<b>Total :</b>	<b>287.00</b>
217672	2/3/2020	893449 MARTINEZ, MIGUEL	1695		FACILITY RENTAL DEP REFUND 001-2220	150.00
					<b>Total :</b>	<b>150.00</b>
217673	2/3/2020	888311 MAUREEN KANE & ASSOCIATES, INC	TRAVEL		RGSTR-TECHNICAL TRAINING FOR CL 001-115-0000-4370	1,550.00
					<b>Total :</b>	<b>1,550.00</b>
217674	2/3/2020	102047 MCI	409019826		PD CONFERENCE ROOM LONG DIST CA 001-222-0000-4220	9.02
					<b>Total :</b>	<b>9.02</b>
217675	2/3/2020	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	33.50
					<b>Total :</b>	<b>33.50</b>

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217676	2/3/2020	102160 MCMASTER CARR SUPPLY CO	24644378		REPLACING PSI GAUGES @ WATER SI 070-384-0000-4300	968.84
					<b>Total :</b>	<b>968.84</b>
217677	2/3/2020	102177 MENDOZA, SALVADOR	011620		MUSIC-SR DANCE ON 02/15/20 004-2380	1,100.00
					<b>Total :</b>	<b>1,100.00</b>
217678	2/3/2020	102226 MISSION LINEN SUPPLY	511594773		LAUNDRY 001-225-0000-4350	98.48
			511626099		LAUNDRY 001-225-0000-4350	103.40
			511674431		LAUNDRY 001-225-0000-4350	89.83
					<b>Total :</b>	<b>291.71</b>
217679	2/3/2020	892731 MONTES, AIDA	JAN 2020		COMMISSIONER'S STIPEND 001-150-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
217680	2/3/2020	893452 MORELOS, MARTHA	2000340.003		SENIOR DANCE TICKET REFUND 004-2380	30.00
					<b>Total :</b>	<b>30.00</b>
217681	2/3/2020	102292 MUSCO SPORTS LIGHTING, LLC	331803		MUSCO LIGHTING-CONTROL LINK SEF 001-423-0000-4260	950.00
					<b>Total :</b>	<b>950.00</b>
217682	2/3/2020	893369 MYRECDEPT.COM	03214519S	12140	REGISTRATION SOFTWARE SYSTEM F 001-420-0000-4500	4,385.00
					<b>Total :</b>	<b>4,385.00</b>
217683	2/3/2020	890995 NAVARRO, SAYDITH	JAN 2020		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
217684	2/3/2020	102403 NOW IMAGE PRINTING	2020010		WATER ENVELOPES-NO PERMIT 070-382-0000-4300	99.00

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**CITY OF SAN FERNANDO**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217684	2/3/2020	102403 NOW IMAGE PRINTING	(Continued)			
			2020011		072-360-0000-4300	99.00
					2600 WATER RATE FLYERS	
					070-382-0000-4300	271.70
					072-360-0000-4300	271.70
					<b>Total :</b>	<b>741.40</b>
217685	2/3/2020	102423 OCCU-MED, INC.	0120901		PRE-EMPLOYMENT PHYSICALS	
					001-106-0000-4260	1,027.00
					<b>Total :</b>	<b>1,027.00</b>
217686	2/3/2020	102432 OFFICE DEPOT	2367261895		OFFICE SUPPLIES	
			2368314957		001-422-0000-4300	68.61
					OFFICE SUPPLIES	
			2373378539		001-422-0000-4300	26.17
					OFFICE SUPPLIES	
			412623060001		001-222-0000-4300	20.89
					OFFICE SUPPLIES	
			416325819001		070-381-0000-4300	351.99
					OFFICE SUPPLIES	
			420407753001		043-390-0000-4300	55.74
					OFFICE SUPPLIES	
			420668068001		070-384-0000-4300	237.53
					OFFICE SUPPLIES	
			421832038001		041-320-0000-4300	111.76
					OFFICE SUPPLIES	
			421937184001		001-140-0000-4300	61.00
					OFFICE SUPPLIES	
			423508877001		001-222-0000-4300	91.21
					OFFICE SUPPLIES	
			423515666001		001-150-0000-4300	56.55
					OFFICE SUPPLIES	
			424887828001		001-150-0000-4300	80.29
					OFFICE SUPPLIES	
			425736800001		001-222-0000-4300	186.90
					PRINTER CARTRIDGES & OFFICE SUP	
					001-130-0000-4300	449.47

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217686	2/3/2020	102432 102432 OFFICE DEPOT	(Continued)			
					<b>Total :</b>	<b>1,798.11</b>
217687	2/3/2020	892572 OLIVAREZ MADRUGA	9458		LEGAL SERVICES	
					001-110-0000-4270	13,126.03
					070-110-0000-4270	735.00
					<b>Total :</b>	<b>13,861.03</b>
217688	2/3/2020	890095 O'REILLY AUTOMOTIVE STORES INC	4605-358796		VEH. SERV., MAINT. & REPAIR PARTS	
			4605-358826	12025	041-1215	33.50
			4605-358868	12025	VEH. SERV., MAINT. & REPAIR PARTS	
				12025	041-1215	85.20
			4605-359516	12025	VEH. SERV., MAINT. & REPAIR PARTS	
				12025	041-320-0225-4400	37.81
			4605-359624	12025	VEH. SERV., MAINT. & REPAIR PARTS	
				12025	041-320-0225-4400	12.52
			4605-359626	12025	VEH. SERV., MAINT. & REPAIR PARTS	
				12025	041-1215	-24.19
			4605-359630	12025	VEH. SERV., MAINT. & REPAIR PARTS	
				12025	041-320-0390-4400	24.19
			4605-359645	12025	VEH. SERV., MAINT. & REPAIR PARTS	
				12025	041-320-0000-4300	12.09
				12025	VEH. SERV., MAINT. & REPAIR PARTS	
					041-320-0225-4400	42.22
					<b>Total :</b>	<b>223.34</b>
217689	2/3/2020	893116 PACHECO, HECTOR	JAN 2020		COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
217690	2/3/2020	892360 PARKING COMPANY OF AMERICA	INV4191121519-R		SENIOR SHUTTLE TO HOLIDAY DANCE	
			INVM0014680		004-2380	250.00
				12079	DIAL A RIDE & TROLLEY SERVICES-NO	
				12079	007-440-0442-4260	29,441.67
				12079	008-313-0000-4260	9,334.43
			INVM0014749		007-313-0000-4260	9,334.43
				12079	DIAL A RIDE & TROLLEY SERVICES-DE	
					008-313-0000-4260	9,280.45

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217690	2/3/2020	892360 PARKING COMPANY OF AMERICA	(Continued)	12079	007-313-0000-4260	9,280.45
				12079	007-440-0442-4260	29,441.66
					<b>Total :</b>	<b>96,363.09</b>
217691	2/3/2020	890324 PEREZ, JUAN	1172020	12026	REFEREE/SCOREKEEPING SUMMER/V 017-420-1328-4260	1,514.00
					<b>Total :</b>	<b>1,514.00</b>
217692	2/3/2020	891527 PEREZ, MARVIN	JAN 2020		COMMISSIONER'S STIPEND 001-150-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
217693	2/3/2020	890004 PTS	2035897		PD PAY PHONE-FEB 2020 001-190-0000-4220	62.64
					<b>Total :</b>	<b>62.64</b>
217694	2/3/2020	887603 R. F. ERECTION COMPANY	20-115		BI-ANNUAL SERVICES-LP PARK WHEEL 043-390-0000-4260	500.00
					<b>Total :</b>	<b>500.00</b>
217695	2/3/2020	102803 RED WING SHOE STORE	2010910047749	12014	SAFETY BOOTS FOR PW FIELD PERSC 001-346-0000-4310	5.45
			233-1-84745	12014	SAFETY BOOTS FOR PW FIELD PERSC 070-383-0000-4310	32.72
			233-72-8519651	12014	SAFETY BOOTS FOR PW FIELD PERSC 001-370-0000-4310	164.95
				12014	070-383-0000-4310	31.38
					<b>Total :</b>	<b>234.50</b>
217696	2/3/2020	893143 RICHARDS, SANDRA MARIE	JAN 2020		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
217697	2/3/2020	893276 RON'S MAINTENANCE, INC.	768	12053	CATCH BASIN CLEANING SERVICE 001-310-0000-4270	1,500.00
					<b>Total :</b>	<b>1,500.00</b>

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217698	2/3/2020	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-785389	12050	ST. LIGHTING, PARKING LOT LIGHTING 001-370-0301-4300	1,642.50
			8901-786119	12050	ST. LIGHTING, PARKING LOT LIGHTING 001-370-0301-4300	213.53
					<b>Total :</b>	<b>1,856.03</b>
217699	2/3/2020	892856 SALAS, JUAN	REIMB.		FOOD FOR SR MONTHLY MEETING 004-2380	120.96
					<b>Total :</b>	<b>120.96</b>
217700	2/3/2020	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		REIMB-VARIOUS EXPENSES 001-226-0230-4430	2,230.58
					<b>Total :</b>	<b>2,230.58</b>
217701	2/3/2020	103038 SAN FERNANDO FLORIST	6153		PLANTS FOR SR CLUB MEMBERS 004-2380	165.00
					<b>Total :</b>	<b>165.00</b>
217702	2/3/2020	103057 SAN FERNANDO VALLEY SUN	10749		NOTICE OF ELECTION 001-116-0000-4230	1,595.16
					<b>Total :</b>	<b>1,595.16</b>
217703	2/3/2020	893447 SAUCEDO, WENDY	1707		FACILITY RENTAL DEP REFUND 001-2220	150.00
					<b>Total :</b>	<b>150.00</b>
217704	2/3/2020	893448 SAVALA, ELIZABETH	2000451.001		SOCCER REFUND 017-3770-1332	85.00
					<b>Total :</b>	<b>85.00</b>
217705	2/3/2020	102967 SCOTT FAZEKAS & ASSOCIATES INC	20917		PLAN CHECK FEES 001-2698	358.57
					<b>Total :</b>	<b>358.57</b>
217706	2/3/2020	103941 SHREDDER SPECIALTIES	2156		SHREDDER MAINT AGREEMENT 001-222-0000-4320	219.45
					<b>Total :</b>	<b>219.45</b>

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217707	2/3/2020	893446 SIGALA, CIRO	1734		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
217708	2/3/2020	103173 SKILLPATH SEMINARS	8092912		ONLINE TRAINING MODULES 001-150-0000-4360 001-140-0000-4360 001-152-0000-4360	95.00 102.00 102.00
					Total :	299.00
217709	2/3/2020	103184 SMART & FINAL	50058		SUPPLIES FOR INMATE MEALS 001-225-0000-4350	44.98
					Total :	44.98
217710	2/3/2020	892367 SOLIS, MARGARITA	122-123		L P SENIOR PETTY CASH REIMB. 004-2380	125.00
					Total :	125.00
217711	2/3/2020	103202 SOUTHERN CALIFORNIA EDISON CO.	2-39-717-6769		ELECTRIC-801 EIGHTH 043-390-0000-4210	15.11
					Total :	15.11
217712	2/3/2020	889149 STAPLES BUSINESS ADVANTAGE	3435450181 3436061238		OFFICE SUPPLIES 001-106-0000-4300 BREAK ROOM SUPPLIES 001-190-0000-4300	143.65 117.32
					Total :	260.97
217713	2/3/2020	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	424937 426828		LIVESCAN FINGERPRINTING-DEC 2019 004-2386 001-222-0000-4270 FINGERPRINTS-DEC 2019 001-106-0000-4270	1,718.00 98.00 128.00
					Total :	1,944.00
217714	2/3/2020	888946 TEKWERKS	27651		WEBSITE HOSTING FEE DURING TRANSITION 001-135-0000-4260	100.00
						Page: 17

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217714	2/3/2020	888946 TEKWERKS	(Continued)			Total : 100.00
217715	2/3/2020	103205 THE GAS COMPANY	042-320-6900-7 084-220-3249-3 088-520-6400-8 090-620-6400-2 143-287-8131-6		GAS-910 FIRST 043-390-0000-4210 GAS-505 S HUNTINGTON 043-390-0000-4210 GAS-117 MACNEIL 043-390-0000-4210 GAS-120 N MACNEIL 070-381-0000-4210 072-360-0000-4210 043-390-0000-4210 GAS-208 PARK 043-390-0000-4210	190.65 348.09 313.86 70.32 70.32 140.64 522.80
					Total :	1,656.68
217716	2/3/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	1024605 1024616 2024449 3342437 9341667		MULTI-TOOL 041-320-0000-4340 TRASH CANS 001-311-0000-4300 RAIN GUTTER MAT'L'S 043-390-0000-4300 MAT'L'S FOR REPAIRS 043-390-0000-4300 TOOLS FOR FACILITY MAINT & REPAIR 043-390-0000-4300	60.47 195.23 146.40 25.24 171.01
					Total :	598.35
217717	2/3/2020	890833 THOMSON REUTERS	841553979		DET INVESTIGATION TOOLS-DEC 2019 001-135-0000-4260	201.73
					Total :	201.73
217718	2/3/2020	103903 TIME WARNER CABLE	10328010520 283057010520		CABLE - 01/05/20-02/04/20 001-190-0000-4220 LP CABLE SERVICES-01/05-02/04 001-420-0000-4260	139.38 177.05
					Total :	316.43
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217719	2/3/2020	892258 UNIFORM & ACCESSORIES	756307		RAIN GEAR 001-222-0000-4300	361.15
					Total :	361.15
217720	2/3/2020	103439 UPS	831954010		COURIER SERVICE 001-190-0000-4280	118.00
					Total :	118.00
217721	2/3/2020	893180 URENA, RAQUEL	123119		REIMB.-FOAM CUPS-SENIOR DANCE 004-2380	51.04
					Total :	51.04
217722	2/3/2020	103510 V & V MANUFACTURING, INC.	50036		REITREMENT BADGES 001-222-0000-4300	283.72
					Total :	283.72
217723	2/3/2020	889644 VERIZON BUSINESS	62856859		CITY HALL LONG DISTANCE 001-190-0000-4220	51.05
			62856860		CITY YARD LONG DISTANCE 070-384-0000-4220	15.32
			62856861		CITY HALL LONG DISTANCE & INTRAL/	25.52
			62856862		POLICE LONG DISTANCE 001-222-0000-4220	118.37
			62856863		CITY YARD LONG DISTANCE 070-384-0000-4220	10.21
			62856864		PARK LONG DISTANCE 001-420-0000-4220	15.56
			62857405		ENGINEERING LONG DISTANCE 001-310-0000-4220	5.10
			62857416		CITY HALL LINES 001-190-0000-4220	59.16
					Total :	300.29
217724	2/3/2020	100101 VERIZON WIRELESS-LA	9845957466		VARIOUS CELL PHONE PLANS 072-360-0000-4220 001-101-0102-4220	61.25 54.26
						Page: 19

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217724	2/3/2020	100101 VERIZON WIRELESS-LA	(Continued)		001-105-0000-4220	55.63
					Total :	171.14
217725	2/3/2020	888390 WEST COAST ARBORISTS, INC.	155070	12093	CITY WIDE TREE MAINT. SERVICE 012-311-0560-4600	11,524.00
			1-5537	12093	CITY WIDE TREE MAINT. SERVICE 012-311-0560-4600	864.00
					Total :	12,388.00
217726	2/3/2020	889138 WIEDER, CAROL	010720		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
					Total :	250.00
217727	2/3/2020	891531 WILLDAN ENGINEERING	003-31352	12118	ENGINEERING SERVICES 001-310-0000-4270	11,375.00
			00331353	12118	ENGINEERING SERVICES 001-310-0000-4270	585.00
					Total :	11,960.00
217728	2/3/2020	103716 WORKBOOT WAREHOUSE	4-38684		SAFETY BOOTS 072-360-0000-4310	213.47
					Total :	213.47
217729	2/3/2020	893445 ZAPATA, PAULINA	1684		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
118 Vouchers for bank code :		bank3				Bank total : 911,549.69
118 Vouchers in this report					Total vouchers :	911,549.69

Voucher Registers are not final until approved by Council.

## SPECIAL CHECKS

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Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217087	12/3/2019	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - DEC 2019 001-1160	12,178.11 <b>Total :</b> 12,178.11
217088	12/3/2019	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - DEC 2019 001-1160	234.96 <b>Total :</b> 234.96
217089	12/3/2019	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - DEC 2019 001-1160	2,529.69 <b>Total :</b> 2,529.69
217090	12/3/2019	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - DEC 2019 001-1160	3,665.36 <b>Total :</b> 3,665.36
217091	12/5/2019	103648 CITY OF SAN FERNANDO	SPR 12-5-19		REIMB FOR SPECIAL PAYROLL 12/5/19 001-1003 070-1003 072-1003	43,709.13 1,205.36 1,205.39 <b>Total :</b> 46,119.88
217206	12/10/2019	893414 PORAC RMT	NONPO		PORAC RETIREE MEDICAL TRUST 001-2124 119-2124 110-2124 001-225-0000-4129	36,696.63 1,663.87 15.07 4,065.31 <b>Total :</b> 42,440.88
217207	12/12/2019	103648 CITY OF SAN FERNANDO	PR 12-13-19		REIMB FOR PAYROLL W/E 12-6-19 001-1003 007-1003 008-1003 017-1003 027-1003 029-1003	460,920.63 298.72 2,673.33 200.03 5,094.92 5,787.23

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217207	12/12/2019	103648 CITY OF SAN FERNANDO	(Continued)			
					030-1003	2,905.60
					041-1003	11,558.22
					043-1003	25,037.57
					070-1003	44,747.59
					072-1003	25,924.71
					094-1003	158.31
					Total :	585,306.86
217208	12/13/2019	893133 DELGADO, MIGUELA	031219-FINAL		FINAL-SENIOR CLUB NEW YEARS DAN	
					004-2380	1,100.00
					Total :	1,100.00
217209	12/19/2019	103797 CALIFORNIA ASSOCIATION OF	200011025		CCEO APPLICATION FEE	
					001-152-0000-4360	200.00
					Total :	200.00
217210	12/19/2019	891825 UNITED STATES TREASURY	TAX PER: 12-31-18		AMNT DUE-TAX PERIOD ENDING-12/31	
					074-320-0000-4457	145.14
					Total :	145.14
217211	12/19/2019	891825 UNITED STATES TREASURY	TAX PER: 06-30-19		AMNT DUE-TAX PERIOD ENDING-06/30	
					074-320-0000-4457	206.15
					Total :	206.15
217213	12/23/2019	893385 VENTURA, EDITH	1596		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	150.00
217214	12/24/2019	103826 COUNTY OF LOS ANGELES	122019		RECORDING-LEASE TO WILD HORSE	
					001-150-0000-4230	20.00
					Total :	20.00
217215	12/26/2019	103648 CITY OF SAN FERNANDO	PR 12-27-19		REIMB FOR PAYROLL W/E 12/20/19	
					017-1003	176.96
					027-1003	4,968.35
					029-1003	2,691.71
					030-1003	3,516.26

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217215	12/26/2019	103648 CITY OF SAN FERNANDO	(Continued)			
					041-1003	11,578.04
					043-1003	24,111.92
					070-1003	37,305.60
					072-1003	23,121.17
					094-1003	158.32
					110-1003	966.72
					001-1003	435,469.73
					007-1003	303.72
					008-1003	2,282.93
					<b>Total :</b>	<b>546,651.43</b>
14 Vouchers for bank code : bank3						<b>Bank total : 1,240,948.46</b>
14 Vouchers in this report						<b>Total vouchers : 1,240,948.46</b>

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217609	1/16/2020	893115 P.E.R.S.	100000015902052		REPLACEMENT BENEFIT PLAN 018-101-0000-4450	3,687.60
Total :						3,687.60
1 Vouchers for bank code :		bank3	Bank total :			3,687.60
1 Vouchers in this report		Total vouchers :			3,687.60	

Voucher Registers are not final until approved by Council.

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RESOLUTION NO. 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and

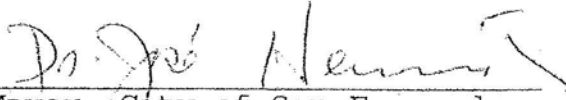
WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

AYES:	Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5
NOES:	None - 0
ABSENT	None - 0

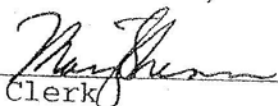
  
Mayor, City of San Fernando

ATTEST:

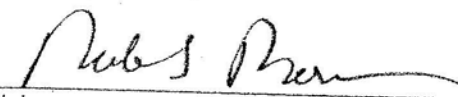
  
City Clerk

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

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



## MEMORANDUM

**To:** Margarita Solis, City Treasurer

**From:** Sandra Franco-Rivas, Senior Account Clerk

**Date:** January 22, 2020

**Subject:** Release of Warrants

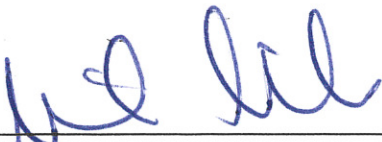
Due to the lack of a formal City Council meeting on January 21, 2020, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Finance Director. Copy of resolution is attached.

Approval is hereby provided:

Approved: \_\_\_\_\_

  
Diego Ibañez, Director of Finance

Approved: \_\_\_\_\_

  
Nick Kimball, City Manager





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**ORDINANCE NO. 1691****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE VIII (ELECTRONIC RECORDS AND SIGNATURES) ESTABLISHING A POLICY FOR THE USE OF ELECTRONIC/DIGITAL SIGNATURES****RECITALS**

**WHEREAS**, digital signature technology allows municipalities and other entities to collect and preserve signatures on documents quickly, securely, and efficiently;

**WHEREAS**, pursuant to California Government Code Section 16.5, the City may elect to use a digital signature and may accept a digital signature from another party, for any written communications with the City; and

**WHEREAS**, the conditions under which the City of San Fernando will accept digital signatures on City documents shall comply with the requirements below, pursuant to California Government Code Section 16.5; Title 2, Division 7, Chapter 10 of the California Code of Regulations; and the Uniform Electronic Transactions Act, commencing at section 1633.1 of the California Civil Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The Recitals set forth above are true and correct and incorporated into this Ordinance.

**SECTION 2.** Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended by the addition of a new Article VIII (Electronic Records & Signatures) which shall state the following:

***ARTICLE VIII. - ELECTRONIC RECORDS AND SIGNATURES***

***Sec. 2-920 Definitions.*** *The following definitions apply to this Article:*

(a) *“Approved List of Certification Authorities” means the list of Certification Authorities approved by the California Secretary of State to issue certification for digital signature transactions involving public entities in California.*

(b) *“Certification Authority” means a person or entity that issues certification for the digital signature transaction. “Digital Signature” has the same meaning as in Section 16.5 of the California Government Code and means an electronic identifier, created by*

*computer, intended by the party using it to have the same force and effect as the use of a manual signature.*

- (c) "Digital signature" has the same meaning as in section 16.5 of the California Government Code.*
- (d) "Electronic record" has the same meaning as in section 1633.2 of the California Civil Code.*
- (e) "Electronic signature" has the same meaning as in section 1633.2 of the California Civil Code.*
- (f) "Signer" means the person who signs a digitally signed communication with the use of an acceptable technology to uniquely link the message with the person sending it.*
- (g) "Technology" means the computer hardware and/or software-based method or process used to create the digital signature.*
- (h) "UETA" means the Uniform Electronic Transactions Act, commencing at section 1633.1 of the California Civil Code.*

***Sec. 2-921 Applicability and purpose.*** *In any written communication or transaction with the City where a signature is required, any party to the communication may use a digital signature, provided that it complies with the requirements of this Article. This Article is intended to enable the City to use digital signatures to the fullest extent allowed by law, and does not limit the City's ability to use electronic records, electronic signatures, or digital signatures in any way.*

***Sec. 2-922 Requirements.*** *In any transaction with the City for which the parties have elected to conduct the transaction by electronic means, the following provisions shall apply:*

- (a) When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.*
- (b) When a signature is required, the parties may agree that either:*
  - 1. An electronic signature satisfies that requirement, if it is in accordance with the UETA; or*
  - 2. A digital signature satisfies that requirement, if it is in accordance with section 16.5 of the California Government Code.*
- (c) A digital signature shall include the following attributes:*
  - 1. It is unique to the person using it.*



2. *It is capable of verification.*
3. *It is under the sole control of the signer.*
4. *It is linked to data in such a manner that if the data changed, the digital signature is invalidated.*
5. *It conforms to regulations adopted by the Secretary of State.*

*(d) The Certification Authority issuing the certification for the digital signature transaction must appear on the "Approved List of Certification Authorities" authorized by the California Secretary of State.*

*(e) The technology used to create the digital signature shall meet the Secretary of State's acceptable technology requirements under Title 2, Division 7, Chapter 10, Section 22003 of the California Code of Regulations as the same may be modified and amended from time to time.*

*(f) The City shall ensure that the level of security used to identify the signer of a document, and that the level of security used to transmit the signature, is sufficient for the transaction being conducted.*

**Sec. 2-923     *Policies.*** *The City Council, by resolution, may establish and from time to time amend such policies as the City Council deems necessary or desirable to expand upon the provisions of this Article, provided that such policies are consistent with the provisions of this policy.*

**Sec. 2-924     *Excluded Transactions.*** *The authorization conferred under this Article, shall not apply where the use of digital signatures or electronic signatures is prohibited by law or otherwise not governed by the UETA.*

**SECTION 3.**     **CEQA.** The City Council finds that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

**SECTION 4.**     **Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional

without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 5.** Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force thirty (30) days from passage and adoption.

**SECTION 6.** Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando a regular meeting held on the 3<sup>rd</sup> day of February 2020.

---

Joel Fajardo, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

---

Richard Padilla, Assistant City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 3rd day of February 2020 and was carried by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Elena G. Chávez, City Clerk



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** February 3, 2020

**Subject:** Consideration to Approve a Side Letter of Agreement to the Existing Memorandum of Understanding with the San Fernando Public Employees' Association Establishing a Deferred Compensation Program

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Side Letter of Agreement (Attachment "A" – Contract No. 1887(b)) to the existing Memorandum of Understanding (MOU) with the San Fernando Public Employees' Association (SFPEA) establishing a Deferred Compensation Program;
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. On June 18, 2018, the City and the San Fernando Public Employees' Association (SFPEA) executed a five-year Memorandum of Understanding (MOU) for the term of July 1, 2017 through June 30, 2022 (Contract No. 1887). A copy of this contract may be found on the City's website: [www.sfcity.org/personnel](http://www.sfcity.org/personnel)
2. Article 6 of the MOU establishes compensation, including salary and various other additional compensation provisions, such as bi-lingual pay, longevity pay and court appearance pay.
3. In January 2019, staff began meeting with SFPEA to discuss modifying the MOU to address a few minor outstanding items, including changes to the cafeteria plan for employees hired after July 1, 2017.

### ANALYSIS:

After tentatively agreeing to changes to the cafeteria plan for bargaining unit employees hired after July 1, 2017, the City and SFPEA have tentatively agreed to modify Article 6 to add a new

**Consideration to Approve a Side Letter of Agreement to the Existing Memorandum of Understanding (MOU) with the San Fernando Public Employees' Association Establishing a Deferred Compensation Program**

Page 2 of 2

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provision, Section 6.08 – *Deferred Compensation* that applies only to SFPEA employees hired after July 1, 2017. The proposed Side Letter will offer an incentivized deferred compensation program in lieu of additional Retiree Health Savings funds provided through a separate Side Letter Agreement.

Per the proposed Side Letter, SFPEA employees hired after July 1, 2017 and employed as of August 1, 2019 will receive an initial deposit into their deferred compensation account (Attachment "A" Exhibit "A"). Beginning August 1, 2019, employees hired after July 1, 2017 will receive a dollar-for-dollar match, up to \$50 per month.

**BUDGET IMPACT:**

There is no impact to Fiscal Year 2019-2020 Adopted Budget as the City has been setting aside surplus funds pending approval of an amendment MOU.

**CONCLUSION:**

The proposed Side Letter establishes a benefit for new employees that have a reduced retirement benefit by encourage employees to save for retirement and take advantage of a City match.

**ATTACHMENT:**

A. Contract No. 1887(b) with Exhibit "A"

**ATTACHMENT "A"**  
**CONTRACT NO. 1887(b)**

**SIDE LETTER OF AGREEMENT**

BETWEEN

**CITY OF SAN FERNANDO**

AND

**SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

This Side Letter of Agreement ("Agreement") between the City of San Fernando ("City") and the San Fernando Public Employees Association / Service Employees International Union, Local 721 ("SFPEA/SEIU Local 721") (collectively "Parties") is entered into with respect to the following:

**WHEREAS**, the City and SFPEA/SEIU Local 721 negotiated a Memorandum of Understanding ("MOU") for the period of July 1, 2017 through June 30, 2022; and

**WHEREAS**, the parties agree that it is necessary to modify the MOU to include a new Deferred Compensation provision for unit employees hired after July 1, 2017.

**THEREFORE**, the parties agree to add Article 6, Section 6.08 – *Deferred Compensation* to read as follows:

Article 6, Section 6.08: Deferred Compensation

*Beginning August 1, 2019, all Unit employees hired after July 1, 2017 will receive a dollar-for-dollar match, up to fifty dollars (\$50) per month, into their deferred compensation account.*

*Unit employees hired after July 1, 2017 and before August 1, 2019 will also receive an initial deposit as identified in "Exhibit A."*

All other terms and conditions contained in the 2017-2022 Memorandum of Understanding between the City and SFPCA shall remain in full force and effect.

**FOR CITY OF SAN FERNANDO:**

---

Nick Kimball	Date
City Manager	

---

Michael E. Okafor	Date
Personnel Manager	

**FOR SFPEA/SEIU LOCAL 721:**

---

Frank Villalpando	Date
Chapter President, SFPEA/SEIU Local 721	

**APPROVED AS TO FORM:**

---

Adrianna E. Guzman	Date
Liebert Cassidy Whitmore	

---

Jody L. Klipple	Date
Negotiator, SEIU Local 721	



## Exhibit "A"

**Initial Deferred Compensation Deposit**

<b>Employee #</b>	<b>Total Amount</b>
10472	\$ 1,361.55
10471	\$ 915.02
10431	\$ 1,060.78
10474	\$ 640.78





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** February 3, 2020

**Subject:** Consideration to Approve a Side Letter of Agreement to the Existing Memorandum of Understanding with the San Fernando Public Employees' Association Making Changes to the Cafeteria Medical Plan

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a side letter of agreement (Attachment "A" – Contract No. 1887(a)) to the existing Memorandum of Understanding (MOU) with the San Fernando Public Employees' Association (SFPEA) to make changes to the Cafeteria Medical Plan; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. On June 18, 2018, the City and the San Fernando Public Employees' Association (SFPEA) executed a five-year Memorandum of Understanding (MOU) for the term of July 1, 2017 through June 30, 2022 (Contract No. 1887). A copy of this contract may be found on the City's website: [www.sfcity.org/personnel](http://www.sfcity.org/personnel).
2. Article 2, Section 2.01 of the MOU establishes a cafeteria style medical plan for unit employees hired after July 1, 2017, including a provision to deposit any surplus cafeteria funds not used to pay medical premiums into a deferred compensation account.
3. Subsequent to adoption of the MOU, it was discovered that 26 United States Code section 125, subsection (d)(2) provides that the term "cafeteria plan" does not include any plan that includes "deferred compensation."
4. In January 2019, staff began meeting with SFPEA to discuss modifying the MOU to comply with 26 USC Section 125.

**Consideration to Approve a Side Letter of Agreement to the Existing Memorandum of Understanding (MOU) with the San Fernando Public Employees' Association Making Changes to the Cafeteria Medical Plan**Page 2 of 2

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**ANALYSIS:**

After a number of meetings with SFPEA and the affected new employees hired after July 1, 2017, the parties have tentatively agreed to modify Article 2, Section 2.01 to remove the provision allowing excess cafeteria funds to be deposited into a deferred compensation account and replace them with a different benefit. Per the proposed Side Letter, surplus cafeteria plan funds will not be returned to the employee. Instead, all employees hired after July 1, 2017 will receive \$50 per month into a Retiree Health Savings (RHS) account, which is allowable under 26 USC Section 125. A Retiree Health Savings Account is an employer-sponsored health savings account established to reimburse, on a tax-free basis, medical expenses for the retiree and/or eligible dependent(s). In simple terms, it is a 401(k) for medical expenses.

**BUDGET IMPACT:**

There is no impact to Fiscal Year 2019-2020 Adopted Budget as full funding for the cafeteria medical plan for new SFPEA employees is included in the budget and the City has been setting aside surplus funds pending approval of an amendment MOU that is compliant with 26 USC Section 125.

**CONCLUSION:**

The proposed Side Letter achieves the City's goal to limit long-term exposure to medical premium inflation by capping the City's medical contribution while providing the affected employees with additional RHS funds to pay medical costs upon retirement.

**ATTACHMENT:**

A. Contract No. 1887(a)

**ATTACHMENT "A"**  
**CONTRACT NO. 1887(a)**

**SIDE LETTER OF AGREEMENT**

BETWEEN

**CITY OF SAN FERNANDO**

AND

**SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

This Side Letter of Agreement ("Agreement") between the City of San Fernando ("City") and the San Fernando Public Employees Association / Service Employees International Union, Local 721 ("SFPEA/SEIU Local 721") (collectively "Parties") is entered into with respect to the following:

**WHEREAS**, the City and SFPEA/SEIU Local 721 negotiated a Memorandum of Understanding ("MOU") for the period of July 1, 2017 through June 30, 2022; and

**WHEREAS**, in that 2017-2022 MOU, the parties agreed in Article 2, Section 2.01, to establish a cafeteria style medical plan for unit employees hired after July 1, 2017.

**WHEREAS**, 26 USC section 125, subsection (d)(2) provides that the term "cafeteria plan" does not include any plan that includes "deferred compensation;" and

**WHEREAS**, the parties agree that it is necessary to modify Article 2, Section 2.01, subsections (C)(6) and (D), and Section 2.02, subsection (C) of the 2017-2022 MOU to ensure the cafeteria plan complies with 26 USC section 125.

**THEREFORE**, the parties agree to modify Article 2, Section 2.01, subsections (C)(6), and (D), by replacing current language with the following:

1) Article 2, Section 2.01, subsection (C)(6)

*In the event the premiums and/or costs for the selected benefit are less than the monthly flex dollar allowance, surplus funds will not be returned to the employee. In lieu of receiving surplus flex dollar funds, all unit employees participating in the cafeteria plan will receive a contribution of fifty dollars (\$50) per month into a Retiree Health Savings Account, effective from the date of hire. Employees that qualify for benefits under Sections 2.01(6) and 2.02 (C)(2) will receive the sum of both monthly contributions.*

2) Article 2, Section 2.01, subsection (D)

*Opt-Out: As an alternative to City provided health/medical coverage, employees shall be entitled to "opt out" of City provided health/medical benefits. In the event that an employee elects to "opt out" of the City's health/medical benefit coverage, the City will pay on behalf of the employee an amount equal to the most expensive*

family level dental and vision premiums (currently \$210/month) which the employee can use toward participation in a dental and/or vision plan or choose to deposit \$210 into a Retiree Health Savings Plan, as designated by the City. If the employee elects to purchase dental and/or vision insurance, surplus funds, if any, will not be returned to the employee. The employee must annually provide the City with evidence 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) in order to “opt out” of health/medical coverage. This “opt out” rate shall not change for employees covered under this MOU during the term of this MOU.

All other terms and conditions contained in the 2017-2022 Memorandum of Understanding between the City and SFPCA shall remain in full force and effect.

**FOR CITY OF SAN FERNANDO:**

Nick Kimball  
City Manager

Date

Michael E. Okafor	Date
Personnel Manager	

**FOR SFPEA/SEIU LOCAL 721:**

Frank Villalpando  
Chapter President, SFPEA/SEIU Local 721

**APPROVED AS TO FORM:**

Adrianna Guzman  
Liebert Cassidy Whitmore

Jody L. Klipple Negotiator, SEIU Local 721	Date
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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** February 3, 2020

**Subject:** Consideration to Approve a Memorandum of Understanding with the San Fernando Police Officers' Association Police Management Unit

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 1939) between the City of San Fernando and the San Fernando Police Officers' Association Police Management Unit (SFPOA PMU) for a five-year term (July 1, 2019 through June 30, 2024); and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. On August 3, 2015, the City and San Fernando Police Officers' Association Police Management Unit (SFPOA PMU) executed a four-year Memorandum of Understanding (MOU) for the term of July 1, 2015 through June 30, 2019 (Contract No. 1793).
2. In November 2019, the City and SFPOA PMU met to begin negotiations for a successor MOU. The City and SFPOA PMU met regularly between November 2019 and January 2020.
3. In January 2020, the City and SFPOA PMU reached a tentative agreement for a successor MOU.

### ANALYSIS:

After meeting on multiple occasions over the past few months, the City and SFPOA PMU have tentatively agreed to a new MOU (Attachment "A"), which closely mirrors the agreement reached with the San Fernando Police Officers Association (SFPOA) in September 2019. The proposed

**Consideration to Approve a Memorandum of Understanding with the San Fernando Police Officers' Association – Police Management Unit**Page 2 of 4

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MOU addresses some of the City's long-term issues, including the following: 1) reduces the City's health insurance contribution to the third most expensive CALPERS monthly plan premium, 2) decreases health benefit opt-out payments, 3) decreases the maximum accrual bank for annual leave from 800 hours to 400 hours, and 4) increases the amount that employees contribute toward pension benefits. In exchange, employees will receive annual salary adjustments and incentive pay for POST (Peace Officer Standards and Training) certification/higher education commensurate with the SFPOA.

The most significant terms are highlighted below:

1. Term: Five-year MOU covering the period July 1, 2019 through June 30, 2024.
2. Salary:
  - July 1, 2019: 4.0% with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost (net increase 3.0%).
  - July 1, 2020: 4.0% with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost (net increase 3.0%).
  - July 1, 2021: 4.0% with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost (net increase 3.0%).
  - July 1, 2022: 4.0% with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost (net increase 3.0%).
  - July 1, 2023: 3.0%

*At the end of the Agreement, SFPOA PMU employees will be contributing 4.0% of their salary to pay a portion of the City's CalPERS pension costs.*
3. Medical Premium Contribution: Reduces the City's contribution toward medical premiums from 95% of the average of the two most expensive plans to contributing up to the premium cost for the third most expensive plan.
4. Medical Insurance Opt-out Program: The amount paid to employees that opt-out of the City's health benefits will be reduced from the highest single party rate (currently \$870 per month) paid as taxable income to \$210 paid into a Retiree Health Savings Account with no taxable cash back.
5. Annual Leave: Reduces the maximum accrual of annual leave from 800 hours to 400 hours by the end of the contract term. This is accomplished by gradually paying out up to 150 hours per year until the employee's accrued leave is below 400 hours.

**Consideration to Approve a Memorandum of Understanding with the San Fernando Police Officers' Association – Police Management Unit**

Page 3 of 4

6. Management Leave: In exchange for decreasing the maximum accrual of annual leave from 800 hours to 400 hours, employees will receive an additional 40 hours of Management Leave per year.
7. Holiday In-lieu Pay: In lieu of accruing 96 hours of Holiday Leave each year, SFPOA PMU employees will be paid eight hours per month of Holiday In-Lieu pay (non-PERSable).
8. Longevity: Effective July 1, 2023, the second tier longevity benefit will be eliminated and all employees will be eligible for first tier longevity benefits.
9. POST Certification Pay: All POST Certifications (i.e., Intermediate, Advanced/Bachelor Degree, Supervisor/Master Degree) currently receive a flat monthly stipend. The flat pay will be replaced with 4.0% additional pay for Intermediate POST certificate, 4.0% additional pay for Advanced POST certificate or a Bachelor Degree, and 2.5% additional pay for Supervisory POST certificate or a Master Degree.

**BUDGET IMPACT:**

The total annual additional cost from each fund, as well as the cost paid by the employee, of the proposed MOU is outlined in the table below:

Fiscal Year	General Fund	Retirement Fund	Employee PERS Contribution
2019-2020 Additional Cost	\$ 27,700	\$ 3,905	\$3,465
2020-2021 Additional Cost	\$ 16,800	\$ 360	\$3,740
2021-2022 Additional Cost	\$ 17,455	\$ 230	\$4,035
2022-2023 Additional Cost	\$ 18,150	\$ 90	\$4,345
2023-2024 Additional Cost	\$ 14,160	\$ 2,990	\$470

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 SFPOA PMU represents a balanced agreement that provides fair compensation to SFPOA PMU employees in exchange for concessions that will limit the City's long-term health care costs exposure, decrease pension costs through cost sharing with employees, decrease payouts to employees upon separation by reducing leave banks, and improves the City's long-term stability.

**Consideration to Approve a Memorandum of Understanding with the San Fernando Police Officers' Association – Police Management Unit**

Page 4 of 4

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**ATTACHMENT:**

A. Contract No. 1939

**MEMORANDUM OF  
UNDERSTANDING  
(MOU)**

**San Fernando  
Police Officers' Association  
Police Management Unit  
(SFPOA PMU)**

**City of San Fernando  
(City)**

**SFPOA REPRESENTATION**

Robert M. Wexler

**MOU TERM**

2019-2024

**CITY CONTRACT NO.**

1939

**ADOPTION DATE**

**MOU: SFPOA PMU (–2010-2024)****TABLE OF CONTENTS**

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**ARTICLE 1 INTRODUCTION****1.01 PREAMBLE**

This Memorandum of Understanding ("MOU"), by and between the San Fernando Police Officers' Association Police Management Unit (the "Association") and the City of San Fernando (the "City") (collectively referred to herein as "the parties") has, as its purpose, the promotion of fair and harmonious relations between the City and the Association and its members, the establishment of a fair, just, equitable, and peaceful procedure for the resolution of problems and differences, and the establishment of wages, hours, and working conditions and other conditions of employment that impact the employees within this bargaining unit.

**1.02 RECOGNITION**

The City recognizes the Association as the exclusive bargaining representative of the employees in the Police Management Unit, subject to the right of an employee to self-representation. The term "employee" or "employees" is used in this MOU to refer to those employees in the classifications of Police Lieutenant and Police Captain, and such other classifications within the police management ranks as may, from time to time, be added to the unit by the City.

**1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)**

This MOU constitutes the parties' joint recommendation. This MOU shall be binding upon the parties, whenever the following conditions are satisfied:

1. The Association has notified the City Council that the Association has formally approved this MOU in its entirety; and
2. The City Council has approved and adopted this MOU in its entirety.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, such ordinance, rule, regulation, etc. will provide for an effective date the same as provided for in this MOU or make other equivalent provisions therefore.

The parties agree that any City resolutions, ordinances, rules, regulations or practices that conflict with this MOU and its provisions are subordinate to this MOU, and where conflicts exist this MOU shall prevail.

**1.04 PROVISIONS OF LAW AND SEVERABILITY**

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws.

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If any Article, part, or provision of this MOU conflicts with or is inconsistent with applicable provisions of federal, state or local law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision shall be suspended or superseded by such applicable law or regulation, and the remainder of the MOU shall not be affected thereby.

**1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)**

This MOU shall be effective beginning 12:00 a.m. on July 1, 2019, and shall terminate at 11:59 p.m. on June 30, 2024.

On or about April 1, 2024, the Association shall present a written proposal to the City on all matters that would affect the City's next succeeding fiscal budget including, but not limited to salaries, fringe benefits, and other cost item conditions of employment with the City. The parties shall begin meeting and conferring in good faith within thirty (30) days of the Association's presentation of its proposal.

All of the current terms and conditions in this MOU shall remain in effect until either a successor agreement is reached between the parties or a specific expiration date is otherwise provided for in this MOU.

**1.06 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 methods, 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 the technology of performing its work.

**1.07 EMPLOYEE RIGHTS**

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and condition of employment. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

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**ARTICLE 2 INSURANCE BENEFITS****2.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES**

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 day of the month following enrollment.

Effective January 1, 2020, and each January 1 thereafter during the term of this MOU, the City shall pay the full cost of the employee's selected medical insurance plan, not to exceed the premium costs of the third most expensive plan available at each plan level (e.g., employee, employee +1, or employee + 2 or more) offered by CalPERS for the Los Angeles County region (i.e., Region 3). Such payment shall include the statutory PEMHCA minimum. The maximum City contribution for 2020 shall be as follows:

	January 1, 2020
Employee only:	\$813
Employee + 1:	\$1,626
Family:	\$2,114

An employee who elects to enroll in a medical plan that exceeds the City's contribution for the third highest plan offered shall pay the difference through automatic pre-tax payroll deductions, as permitted by IRS Code Section 125.

**Vision and Dental Insurance**

In addition to medical insurance premiums, the City shall provide fully paid dental and vision coverage for all employees and eligible dependents.

**Opt Out**

Unit employees may elect to discontinue participation in the City's Medical Insurance Plan ("Opt Out"), subject to provisions set forth below. The intent of this provision is to share cost savings that the City will derive as a result of a unit employee canceling City coverage.

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

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their decision to cease under the City's medical insurance plan.

For employees who Opt-out of the City medical insurance coverage, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210 per month) each month into a Retiree Health Savings Account.

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.

For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:

- a. Receiving the City's contribution for medical insurance, as outlined above, 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 has previously adopted a Resolution to implement the retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code, Section 22893. This vesting schedule applies to unit employees initially hired by the City on or after July 1, 2008, the date the Resolution was approved by CalPERS.

1. Retiree Medical Tier I: Employees hired on or before June 30, 2008:
  - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents;
  - b. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or after July 1, 2008, but on or before June 30, 2015:
  - a. If retired on or before December 31, 2012, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents.

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- b. If retired on or after January 1, 2013, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents, except PERS Care, if the most expensive.
3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:
  - a. PEMHCA minimum (currently \$136 per month for 2019), in accordance with California Government Code Section 22892.
  - b. The City will contribute \$150 per month into a Retiree Medical Trust Account (RMTA). Employees shall receive the City's contribution to the RMTA effective the first day of the month following their date of hire.

**2.03 LIFE INSURANCE**

The City shall provide Life and Accidental Death & Dismemberment insurance to each employee and pay the required premiums. The benefit of said insurance shall be equal to fifty-thousand dollars (\$50,000).

**2.04 LONG-TERM DISABILITY INSURANCE**

The City shall continue to provide and pay for a long-term disability policy for unit members.

**ARTICLE 3 RETIREMENT BENEFITS****3.01 RETIREMENT FORMULA**

All employees covered under this MOU shall be members of CalPERS and subject to all applicable provisions of the City's contract with CalPERS, as amended.

The City provides retirement benefits to eligible unit employees through CalPERS as set forth below. The definitions 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 January 6, 1994 will receive the 3% at 50, twelve (12) consecutive months' compensation retirement calculation.
2. Second Tier: Classic members hired on or after January 6, 1994 will receive the 3% at 50, highest thirty-six (36) consecutive months' average compensation retirement calculation.

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3. Third Tier: "Classic" members hired on or after September 8, 2012 will receive the 3% at 55, highest thirty-six (36) consecutive months' average compensation retirement calculation.
4. Fourth Tier: "New" members hired on or after January 1, 2013 will receive the 2.7% at 57, highest thirty-six (36) consecutive months' average compensation retirement calculation.

**3.02 CALPERS CONTRIBUTIONS****1. Employer Paid Member Contributions for Classic Members**

The City shall pay 9.0% of compensation earnable towards the employee's required CalPERS contribution for "Classic" CalPERS members. This payment shall be treated as a "pick up" of employee contributions pursuant to Internal Revenue Code section 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).

**2. 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.

**3. CalPERS Cost Sharing**

Classic employees shall pay an additional pension contribution as cost sharing in accordance with California Government Code section 20516(f) as follows:

- Effective on the first day of the first full pay period after Council adoption of this MOU: one percent (1%), for a total of one percent (1%) cost sharing of the City's contribution.
- Effective July 1, 2020: an additional one percent (1%), for a total of two percent (2%) cost sharing of the City's contribution.
- Effective July 1, 2021: an additional one percent (1%), for a total of three percent (3%) cost sharing of the City's contribution.
- Effective July 1, 2022: an additional one percent (1%), for a total of four percent (4%) cost sharing of the City's contribution.

**3.03 OTHER RETIREMENT BENEFITS**

The City also provides the following retirement benefits:



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1. Pre-Retirement Optional Settlement 2 Death Benefit (Gov't Code §21548).
2. For employees who initially entered CalPERS membership before January 6, 1994, up to a 5% Annual Cost-of Living Allowance, as determined by CalPERS. For employees who initially entered CalPERS membership on or after January 6, 1994, up to a 2% Annual Cost-of Living Allowance, as determined by CalPERS(Gov't Code §21335).
3. Fourth Level of 1959 Survivor Benefits (Gov't Code §21574).

**ARTICLE 4 LEAVE BENEFITS****4.01 ANNUAL LEAVE**

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

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

1. 160 hours for 1 – 5 years of City service
2. 200 hours for 6 – 10 years of City service
3. 240 hours for 11 or more years of City service

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

Unit members may accrue up to eight hundred (800) hours of Annual Leave. Starting June 30, 2022, the accrual cap for Annual Leave will be reduced as follows:

- Effective June 30, 2022, the maximum accrual cap for Annual Leave shall be seven hundred (700) hours.
- Effective June 30, 2023 the maximum accrual cap for Annual Leave shall be five hundred and fifty (550) hours.
- Effective June 30, 2024, the maximum accrual cap for Annual Leave shall be four hundred (400) hours.

Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

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**Annual Leave Cash Out**

Beginning in 2020, on or before December 31<sup>st</sup> of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accumulated Annual Leave at their regular rate of pay in the following calendar year. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of Annual Leave the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued Annual Leave remaining after the cash out. If, however, the employee's Annual Leave balance would result in less than eighty (80) hours remaining after the cash out, the employee will receive cash for the amount of Annual Leave above eighty (80) hours that the employee has accrued at the time of the cash out. An employee that does not make a specific election by December 31<sup>st</sup>, will be deemed to have elected the same level of cash out as the preceding year.

In addition to the cash out of annual leave, above, to assist employees in reducing their Annual Leave balance below the applicable maximum accrual cap, an employee may also cash out up to an additional one hundred and fifty (150) hours of accumulated Annual Leave each year of this MOU. The ability to make this additional cash out shall terminate on either June 30, 2024, or on such date that the employee's accumulated Annual Leave balance falls below three hundred (300) hours, whichever occurs first. If an employee seeks to cash out the additional leave of up to one hundred and fifty (150) hours, the employee must make an irrevocable election for that additional amount by December 31<sup>st</sup> of the prior year.

**4.02 HOLIDAY PAY**

In recognition of the fact that employees do not receive holidays as days off, the City shall pay employees an additional eight (8) hours per month as Holiday-in-Lieu pay. Such holiday pay shall be in recognition of the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Cesar Chavez' Birthday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

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**4.03 MANAGEMENT LEAVE**

Management leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide one hundred and twenty hours of Management Leave per year, to be credited as follows:

- On January 1 of each year, employees shall be credited with eighty (80) hours Management Leave per year. On July 1 of each year, employees shall be credited with an additional forty (40) of Management Leave per year.
- In the first pay period of December each year, the City shall cash out the employee's accrued balance of unused management leave, not to exceed 40 hours per year. With the exception of the maximum 40 hours of management leave that may be cashed out, all management leave hours must be used in the year earned and cannot be carried over from one calendar year to the next.

**4.04 NON-FLSA COMPENSATORY TIME ACCRUAL**

In the event a unit employee must work excess hours due to a non-routine event, including, but not limited to, a major incident or investigation, or if acting in a Watch Commander capacity, and with the approval of the Police Chief, the employee may bank Non-FLSA Compensatory Time Off (CTO) at the rate of one and one-half (1.5) hours per one (1) hour worked. The maximum amount of CTO that can be banked is one hundred (100) hours. This bank of non-FLSA CTO has no cash value and will not be paid out upon separation from the City.

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

**4.05 SICK LEAVE**

In accordance with City policy, a portion of each employee's accrued Sick Leave shall be converted to Annual Leave when the employee becomes an exempt employee and/or member of the Police Management Unit. Sick Leave shall be converted to Annual Leave at the rate of one (1) hour of Sick Leave equals .5 hours of Annual Leave.

An employee who retires from City service and who receives an industrial disability pension or a service retirement pension from CalPERS, may be paid at his or her Regular Rate of Pay for one-fourth (1/4) of their accumulated and unused Sick Leave, up to a maximum of 173.3 hours (i.e., one (1) month's regularly scheduled hours), or the employee may elect to receive service credit

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for these hours, at the employee's option.

**4.06 BEREAVEMENT LEAVE**

Employees shall be receive up to three (3) days of paid leave per incident for bereavement purposes.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, 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 over whom an employee has parental rights.

The City shall authorize unit members to utilize one (1) day of Bereavement Leave following the death of an extended family member. For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, Cousins, and godparents or godparent equivalent.

The Police Chief may authorize additional days of leave for bereavement purposes on an as-needed basis.

**4.07 CATASTROPHIC LEAVE DONATION PROGRAM**

Unit employees will be eligible for catastrophic leave donations pursuant to the City's Catastrophic Leave Donation Policy.

**4.08 INDUSTRIAL LEAVE**

Industrial injury and illness leaves shall be governed by existing guidelines in the City's "Sick Leave with Pay for Illness or Injury Sustained in the Course of Employment" policy in the City existing Management Policy and Procedures Handbook.

If an employee receives Workers' Compensation disability payments to which the employee is not entitled while on Labor Code 4850 leave, the employee shall be obligated to deposit the erroneously paid disability payments with the City for return to the appropriate entity.

**ARTICLE 5 SALARY****5.01 SALARY**

The Base Salary for each represented unit classification shall be as set forth in Exhibit "A" – Salary Schedule.

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Effective on the first day of the first full 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 one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, Section 3.02 above.

Effective on the first day of the first full 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 one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, Section 3.02 above, for a total pickup of two percent (2%) of the City's contribution.

Effective on the first day of the first pay period beginning after July 1, 2021, the Base Salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, Section 3.02 above, for a total pickup of three percent (3%) of the City's contribution.

Effective on the first day of the first pay period beginning after July 1, 2022, the Base Salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, Section 3.02 above, for a total pickup of four percent (4%) of the City's contribution.

Effective on the first day of the first pay period beginning after July 1, 2023, the Base Salary for each represented unit classification shall be increased by three percent (3%).

**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 pays and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act.

**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 LONGEVITY PAY****6.01 LONGEVITY**

1. **Tier One:** For unit employees hired prior to January 1, 2012: The City shall pay longevity to all eligible unit members as follows:

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- a. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the Base Salary step for each employee in this category.
  - b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7.5%) over and above the Base Salary step for each employee in this category.
  - c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the Base Salary step for each employee in this category.
2. **Tier Two:** For unit employees hired on or after January 1, 2012: Any unit employee hired after January 1, 2012 shall receive longevity pay as follows:
  - a. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the Base Salary step for each employee in this category.
  - b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the Base Salary step for each employee in this category.
  - c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the Base Salary step for each employee in this category.
3. **Elimination of Tiers:** Effective July 1, 2023, all unit employees shall be eligible to receive longevity pay under Tier One.

## **ARTICLE 7 BILINGUAL PAY**

### **7.01 BILINGUAL**

The City shall provide Bilingual Pay in the amount of one-hundred dollars (\$100) per month to employees that satisfy the following conditions:

1. Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
2. 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. For purposes of this provision, all employees in this unit satisfy this criteria.

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**ARTICLE 8 POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS****8.01 POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS**

To receive POST Certificate and/or Educational Incentive Pay, employees must present certificates or degrees to the Personnel Division for verification and payroll processing. The employee shall be paid effective from the date the certificate or degree was officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

The City shall provide Post Certificate/Educational Incentive Pay as follows:

- Employees with an Intermediate POST certificate will receive an additional four percent (4%) above their Base Salary.
- Employees with an Advanced POST certificate and/or a Bachelor of Arts or Bachelor of Science (BA/BS) Degree will receive an additional four (4%) above their Base Salary.
- Employees with a Supervisory POST certificate and/or a Master of Arts or Master of Science (MA/MS) Degree will receive an additional two and one-half percent (2.5%) above their Base Salary.

Employees that were receiving compensation for possession of an Associate Degree as of January 1, 2012 are “grandfathered” and will continue to receive compensation in an amount equal to the Intermediate POST compensation. Otherwise, the City does not provide additional compensation for an Associate Degree.

An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor’s degree and an Intermediate POST certificate would receive four percent (4%) for the Bachelor’s degree and four percent (4%) for the Intermediate POST certificate, for a total of eight percent (8%) above their Base Salary. If the employee also had a Master’s degree the employee would receive an additional two and one-half percent, for a total of ten and one-half percent (10.5%) above his or her Base Salary).

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(2) and CCR §571.1(b)(2), Educational Incentive or POST Incentive, as applicable.

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**ARTICLE 9      UNIFORM ALLOWANCE****9.01      UNIFORM**

The City shall provide employees a uniform allowance of \$800 per year, payable in equal semi-annual installments in the first pay periods of June and December, each year. In addition, on a biennial basis, the City shall provide employees with one all-weather jacket.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all "Classic" members pursuant to CCR §571(a)(5), Uniform Allowance.

**ARTICLE 10      CONTRACT DUTY****10.01      CONTRACT DUTY**

Unit members who, at the employee's discretion, work special assignments typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half (1.5) times the "Top Step" base pay of a City Police Sergeant, plus any longevity and certificate pay to which the employee is entitled.

**10.02      DEFINITIONS**

"Contract Duty" means police services contracted through the City and/or paid for by a private person, business, organization, entity or other government agency. Contract Duty may include police services paid for by grant funds received from other government agencies.

**ARTICLE 11      OUT OF CLASS PAY****11.01      OUT OF CLASS**

Any unit member appointed by the Police Chief, with City Manager approval, to act in a higher classification, due to a vacancy or prolonged absence in that higher classification, and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

The City shall not assign an employee to an acting out of class assignment for more than 960 hours per fiscal year.



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**ARTICLE 12      OTHER COMPENSATION**

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**ARTICLE 13      WORK SCHEDULES****13.01 ALL EMPLOYEES**

Employees shall work a flexible 9/80 work schedule consisting of eight, nine-hour days and one, eight-hour day per pay period. This schedule will provide each employee with one “flex” day off each pay period in addition to regular scheduled days off. With approval of the Police Chief or designee, employees may split “flex” time off between two days within the same pay period. In times of emergency, employees will work as needed, provided that the requisite minimum 80 hours are worked each 14-day pay period.

**ARTICLE 14      TAKE HOME VEHICLES****14.01 VEHICLES**

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

**ARTICLE 15      DISCIPLINARY PROCEDURES****15.01 DISCIPLINARY PROCEDURES**

The parties agree that the disciplinary procedures shall follow Rule XV of the City of San Fernando Personnel Rules.

**ARTICLE 16      LAYOFFS****16.01 LAYOFFS**

In the event it is necessary to lay-off employees due to a reduction in the work force, said lay-off will be by seniority. Seniority for purpose of lay-off shall be determined by the date of original appointment to the class. The seniority list shall include all probationary and permanent employees. Where seniority is equal, the member with the earliest hire time (original

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appointment to sworn position within the City) shall be determined to have the most seniority.

Temporary and provisional employees in the class involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for lay-off shall have the right to demote to a class within the department, which he/she formally held permanent status and displace the least senior employee in that lower classification. Seniority in this instance would be time served in the lower class and time in a higher classification.

Probationary and permanent employees shall be laid off in the reverse order of seniority.

## **ARTICLE 17      ASSOCIATION BUSINESS**

### **17.01   ACCESS TO WORK LOCATIONS**

Reasonable access to employee work locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or his/her authorized representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. The Association and its members shall be permitted to communicate with one another using the City's e-mail system, provided, however, that such communications are subject to the City's "Computer Resources Policy" regarding electronic mail and the Internet. Violations of that policy will subject the offender to reasonable disciplinary action as stipulated in the said policy.

### **17.02   ASSOCIATION ACTIVITY ON DUTY**

Solicitation of membership and activities concerned with the internal management of any employee organization, such as collecting dues, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours.

### **17.03   DUES DEDUCTION**

The City agrees that during the term of this MOU, it will deduct monies and remit to the Association as authorized by payroll deduction cards submitted by employees in the same manner as existed prior to this MOU.

The Association, upon receipt of the dues deducted, shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of

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check-off of employee association dues. In addition, the Association shall refund the City any amounts paid in error upon presentation of supporting evidence.

## **ARTICLE 18      MAINTENANCE OF BENEFITS**

### **18.01 CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS**

The parties agree that the only changes in terms and conditions of employment intended pursuant to this MOU are those specifically provided herein. Any policies, procedures, benefits, or past practices not herein addressed that affect wages, hours, and/or other terms and conditions of employment shall not be revised to adversely affect the employees covered by this MOU during the term of this MOU unless by mutual agreement of the parties.

## **ARTICLE 19      POLICIES AND PROGRAMS**

### **19.01 NEPOTISM PROHIBITED**

1. No person shall be appointed, promoted or hired into a position in the Department when that person's relative already holds a position in the 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, stepchild, 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 two Department employees 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, and to which a sworn employee would usually be assigned, without loss of pay or benefits.
5. If a member of the Association marries the Police Chief or Police Captain (when there is only one Captain) and no transfer within the Department is possible where the married employees are not in violation of paragraphs A and B, above, the employee with the least City seniority may be transferred to another Department within the City. If no such transfer is possible, that employee may be separated from service.

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**19.02 OTHER POLICIES**

The parties agree that during the term of the MOU they shall work in good faith with one another to create or modify, as applicable, the nepotism, fraternization, social media, and administrative appeals policies of the City. Any such policies shall be implemented or modified by mutual agreement of the parties.

**ARTICLE 20 PUBLICATION OF AGREEMENT****20.01 PUBLICATION OF AGREEMENT**

It is agreed that the City shall furnish each unit member one copy of this MOU.

**(SIGNATURE PAGE TO FOLLOW)**

**MOU: SFPOA PMU (2019-2024)**

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**CITY OF SAN FERNANDO****SAN FERNANDO POLICE OFFICERS  
ASSOCIATION POLICE MANAGEMENT  
UNIT (SFPOA PMU)**

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Nick Kimball	Date
City Manger	

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Nichole Hanchett	Date
Lieutenant	

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Timothy Hou	Date
Deputy City Manager/ Community Development Director	

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Christian Colelli	Date
Lieutenant	

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Robert M. Wexler	Date
SFPOA PMU Attorney	

**MOU: SFPOA PMU (2019-2024) EXHIBIT "A"**

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**SALARY SCHEDULE****Current Salary Range**

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant	70MP					

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant						

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant						

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant						

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant						



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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Richard Padilla, Assistant City Attorney

**Date:** February 3, 2020

**Subject:** Consideration to Approve an Amendment to the City Manager Employment Agreement

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Amendment to the City Manager Employment Agreement (Attachment "A" – Contract No. 1906(a)); and
- b. Authorize the Mayor to execute the Agreement.

### BACKGROUND:

1. On March 25, 2014, the City Council entered into an Employment Agreement with Brian Saeki to serve as City Manager (Contract No. 1737) at a base salary of \$185,000 per year. The Employment Agreement had no fixed term and provided for six-month severance pay if terminated without cause.
2. On November 16, 2015, the City Council approved an amendment to Mr. Saeki's Employment Agreement (1737(a)) that, among other things, fixed the term at three years, increased the severance pay from six months to 12 months, and aligned the City Manager's fringe benefits with the Department Head benefits as provided in the Executive Compensation Plan Resolution (Resolution No. 7692).
3. On January 17, 2017, the City Council entered into an Employment Agreement with Nick Kimball to serve as Interim City Manager (Contract No. 1842) at a base salary of \$185,000 per year. The Employment Agreement term was until a permanent City Manager was appointed and both parties could terminate the Agreement at any time, at which point Mr. Kimball would be entitled to return to his prior position as Director of Finance.

**Consideration to Approve an Amendment to the City Manager Employment Agreement**Page 2 of 3

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4. On August 21, 2017, the City Council entered into an Employment Agreement with Alexander Meyerhoff to serve as City Manager (Contract No. 1864) at a base salary of \$197,720 per year. The Employment Agreement had a fixed term of five years, provided for six-month severance pay if terminated without cause, and aligned fringe benefits with the Executive Compensation Plan (Resolution No. 7692).
5. On February 20, 2019, the City Council entered into an Employment Agreement with Nick Kimball to serve as permanent City Manager (Contract No. 1906) at a base salary of \$185,000 per year. The Employment Agreement has a fixed term of five years, provides for six-month severance pay if terminated without cause, and aligns fringe benefits with the most current Executive Compensation Plan (See Resolution No. 7973 available at [www.sfcity.org/personnel](http://www.sfcity.org/personnel)).

**ANALYSIS:**

Mr. Kimball agreed to serve as permanent City Manager at the same salary that was provided for the City Manager position in 2014. During Mr. Kimball's first year of employment as City Manager, the City Council has provided regular evaluations and reviewed the City Manager salary to assess its competitiveness in the current labor market as well as compaction issues with subordinate employees resulting from recent labor agreements with various City bargaining units.

To support stability at the City Manager position and ensure the compensation remains competitive in the current labor market, the following amendments are proposed to the Employment Agreement with Mr. Kimball (Attachment "A"):

- Term: Remove the fixed term and allow the Agreement to be terminated by either party.
- Base Salary: \$204,000 per year with annual increases commensurate with the Department Head Executive Compensation Plan to avoid compaction issues.
- Pension: The employee will contribute two-percent (2%) toward the City's CalPERS pension cost upon execution of the amendment, and each July 1<sup>st</sup> thereafter until the employee is contributing eight-percent (8%) of his salary toward the City's CalPERS pension cost.
- Severance: 18 months' severance pay if terminated without cause.
- Deferred Compensation: The City will deposit \$500 per month into the employee's Section 457 Deferred Compensation account.
- All other provisions of the existing Employment Agreement will remain unchanged and fringe benefits will continue to be pursuant to the Executive Compensation Package Resolution 7973 (Attachment "B").

Government Code Section 54957.6(a) requires the City Council approve proposed compensation of appointed employees in open session. Similarly, under Government Code Section 53262(a), all employment contracts for city managers must be ratified in open session.

**Consideration to Approve an Amendment to the City Manager Employment Agreement**Page 3 of 3

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**BUDGET IMPACT:**

This proposed amendment includes a \$6,280 per year increase in salary from the prior City Manager's compensation as well as a \$6,000 per year in deferred compensation. To offset the increased cost, the amendment includes an increased employee contribution of two-percent (2%) each July 1<sup>st</sup>, which will reduce the City's pension costs by approximately \$4,000 upon execution of the amendment and an additional \$4,000 each July 1<sup>st</sup> thereafter.

Sufficient contingency funds and salary savings from vacant positions are included in the Fiscal Year 2019-2020 Adopted Budget to cover the amendment to the City Manager Employment Agreement.

**ATTACHMENTS:**

A. Contract No. 1906(a)

**ATTACHMENT "A"**

**2020**  
**FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT**  
**(Employee: Nick Kimball)**

THIS 2020 FIRST AMENDMENT ("Amendment") to that certain agreement entitled "2019 City Manager Employment Agreement – Employee: Nick Kimball" originally executed February 20, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City") and NICK KIMBAL, an individual ("Employee") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 ("Effective Date"). For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both City and Employee. The capitalized term "Party" may refer to either City or Employee interchangeably as appropriate.

**RECITALS**

WHEREAS, the Parties executed and entered into an employment agreement dated February 20, 2020 and entitled "2019 City Manager Employment Agreement – Employee: Nick Kimball", Contract No. 1906 (hereinafter, the "Master Agreement") (A true and correct copy of the Master Agreement is attached and incorporated hereto as **Exhibit "A"**); and

WHEREAS, the Parties now wish to modify the Master Agreement further; and

WHEREAS, Resolution No. 7692 was later repealed, replaced and superseded by way of City Council Resolution No. 7807 dated August 7, 2017 ("Resolution No. 7807"); and

WHEREAS, Section 4.5 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the San Fernando City Council ("City Council") and signed by the Mayor; and

WHEREAS, execution of this Amendment was approved in open session at the City Council's regular meeting of February 3, 2020 under Agenda Item No. \_\_\_\_\_ as required under Government Code Section 53262.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Subsection A of Section 1.2 (Term of Employment) is amended in its entirety to state the following:

*"Subject to subsection B of this Section, below, this Agreement shall have an indefinite term ("Term")."*

SECTION 2. The term "Base Salary" as defined under subsection A of Section 2.1 (Base Salary) of the Master Agreement is amended to the sum of Two Hundred and Four Thousand Dollars (\$204,000) per year effective as of February 1, 2020.

SECTION 3. Notwithstanding anything set forth under Section 2.2 (Retirement/Deferred Compensation) of the Master Agreement to the contrary or any other provision of the Master Agreement, commencing as of February 1, 2020, Employee shall contribute two percent (2%) of his Base Salary toward the City's CalPERS pension cost. Each July 1<sup>st</sup> thereafter, commencing with July 1, 2021, Employee shall annually contribute an additional two percent (2%) of his Base Salary toward the City's CalPERS pension cost until such time as Employee's CalPERS pension cost contribution equals eight percent (8%) of Employee's Base Salary.

SECTION 4. Subsection B of Section 2.2 (Retirement/Deferred Compensation) of the Master Agreement is further modified by the addition of the following sentence.

*"CITY shall deposit the sum of Five Hundred Dollars (\$500) per month in EMPLOYEE's 457 Deferred Compensation plan."*

SECTION 5. Subsection A of Section 3.3 (Separation for Convenience and Without Cause; Severance) of the Master Agreement is amended in its entirety to state the following:

*"In the event EMPLOYEE is terminated for convenience and without cause by the City Council while EMPLOYEE is willing and able to perform the City Manager's duties under this Agreement, then in that event the CITY agrees to pay EMPLOYEE a lump sum cash payment equal to eighteen (18) months' worth of EMPLOYEE's annual Base Salary at the time of separation [i.e., the value of one months' worth of EMPLOYEE's annual Base Salary at the time of separation multiplied by eighteen]."*

SECTION 6. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 7. The Master Agreement as amended by way of this Amendment constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Employee prior to the execution of this Amendment. 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 the Master Agreement as amended by this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

[SIGNATURE PAGE TO FOLLOW]

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

**CITY:****City of San Fernando****EMPLOYEE****Nick Kimball, an individual:**

By: \_\_\_\_\_  
Joel Fajardo  
Mayor

By: \_\_\_\_\_  
Nick Kimball, an individual

**APPROVED AS TO FORM**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit “A”  
Master Agreement**

**CONTRACT NO. 1906**

**2019**  
**CITY MANAGER EMPLOYMENT AGREEMENT**  
(Employee: Nick Kimball)

THIS 2019 CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made and entered into on this 20<sup>th</sup> day of February 2019 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and NICK KIMBALL, an individual ("EMPLOYEE"). For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and EMPLOYEE. The capitalized term "Party" may refer to either CITY or EMPLOYEE interchangeably and reasonably appropriate.

**RECITALS**

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, CITY desires to engage and employ EMPLOYEE to serve as the City Manager of the City of San Fernando as that position is generally described under Division 2 (City Manager) of Title III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code ("City Manager"); and

WHEREAS, the City Council finds that EMPLOYEE possesses the education, training, experience and expertise necessary to perform the duties of City Manager; and

WHEREAS, EMPLOYEE desires to accept employment as City Manager subject to the consideration, terms and conditions set forth under this Agreement; and

WHEREAS, the City Council appointed EMPLOYEE to serve as Interim City Manager at its Special Meeting of February 12, 2019, pending EMPLOYEE's appointment as CITY's permanent City Manager and pending the negotiation and establishment of definite terms for such permanent employment to be considered by the City Council in open session at the Regular Meeting of February 19, 2019; and

WHEREAS, the City Council approved the appointment of EMPLOYEE as City Manager and the execution of this Agreement in open session at its Regular Meeting of February 19, 2019 under Item 10 of the Administrative Reports portion of the City Council agenda as required by Government Code Section 53262.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, CITY and EMPLOYEE agree as follows:

**SECTION 1. POSITION, TERM, DUTIES**

**1.1 Employment as City Manager**

This Agreement establishes the terms and conditions of employment of EMPLOYEE as the City Manager of CITY.



**CONTRACT NO. 1906****1.2 Term of Employment**

A. This Agreement shall have a term of five (5) years commencing from the Effective Date.

B. Section 1.2.A., above notwithstanding, EMPLOYEE's employment with CITY shall be at-will and EMPLOYEE shall at all times serve at the pleasure of and at the convenience of the San Fernando City Council ("City Council"). Nothing in Section 1.2.A., above, shall operate to prohibit, restrict or otherwise limit the City Council's ability to immediately terminate this Agreement and EMPLOYEE's employment (i) at any time for convenience and without cause; or (ii) at any time for cause.

C. This Agreement along with EMPLOYEE's employment with the City may be terminated by EMPLOYEE at any time for convenience subject to the 45-day resignation notification requirement set forth under Section 3.2, of this Agreement, below.

**1.3 Duties and Responsibilities**

A. EMPLOYEE shall perform the duties and functions of the City Manager as specified under the laws of the State of California, the San Fernando Municipal Code, the ordinances and resolutions of the CITY and this Agreement. EMPLOYEE shall also perform such other duties and functions as the City Council may assign from time to time.

B. EMPLOYEE shall serve as the City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in Division 2 (City Manager) of Title III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code ("Division 2"), as the same may be amended or modified from time to time by the City Council. EMPLOYEE's performance of his duties shall be subject to the direction and oversight of the City Council. It is the intent of the Parties that EMPLOYEE shall use all reasonable efforts to keep the City Council fully informed of all significant operations or major undertakings of the CITY. EMPLOYEE's duties and responsibilities shall include, but are not limited to, the following:

1. Except as otherwise provided under the San Fernando Municipal Code, as the same may be amended or modified from time to time by the City Council, or this Agreement, EMPLOYEE shall serve as the CITY's chief executive officer, subject to direction and control of the City Council. The City Manager shall be responsible for the efficient administration of all affairs of the CITY which are under his control.
2. EMPLOYEE shall perform all the duties of the City Manager as set forth in Section 2-121 of Division 2 of the City of San Fernando Municipal Code (the "Municipal Code"), the California Government Code, and CITY policies and procedures approved by the City Council, as may be provided from time to time. The City Manager shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.
3. The City Council may also designate EMPLOYEE as the administrative head of other CITY-related legal entities. Such other legal entities could include financing authorities, joint powers authorities and/or the Successor Agency to the San Fernando Redevelopment Agency.

**CONTRACT NO. 1906**

4. EMPLOYEE shall administer and enforce policies established by the City Council and promulgate written policies and procedures as necessary to implement such policies.

**1.4 Hours of Work**

A. The position of City Manager shall be deemed an exempt position under state and federal wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked and EMPLOYEE shall not be entitled to any compensation for overtime.

B. EMPLOYEE shall be allowed reasonable flexibility in setting his own office hours, provided: (i) EMPLOYEE maintains a reasonably substantial on-site presence at City Hall during normal CITY business hours; (ii) EMPLOYEE is reasonably available to members of the City Council, CITY staff and members of the community on a regular and routine basis that generally conforms to the CITY's normal business hours as the same may be amended from time to time by the City Council; and (iii) EMPLOYEE is reasonably available to participate in community events or other functions that may occur during non-business hours as the City Council may from time-to-time request.

C. Consistent with subsection B, above, EMPLOYEE's work hours may generally conform to the 9/80 work schedule afforded department heads and directors, however, EMPLOYEE understands that the duties, demands and responsibilities of the office of City Manager may from time to time require that he work days and hours that do not strictly conform to the 9/80 schedule generally afforded to other executive level staff and shall be available to discharge the duties and responsibilities of City Manager at all times as reasonably necessary.

**1.5 Regional and Professional Activities**

The City Council desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of the CITY and advance the CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance his ability to serve the CITY and perform his duties as City Manager. To this end, EMPLOYEE may, upon reasonable notice and approval by the City Council, join professional organizations and participate in the activities of such organization insofar as such participation promotes the interests of the CITY and does not unduly interfere with the performance of EMPLOYEE's duties as City Manager. These activities may include, without limitation, participation in the California Contract Cities Association, California League of Cities, Independent City Association, City Management Foundation or other similar national, statewide, regional or professional organizations provided that such activities do not in any way interfere with or adversely affect EMPLOYEE's performance as City Manager. Subject to funding availability as determined by the City Council in its sole and absolute discretion, CITY may pay for the dues and subscriptions of the City Manager necessary for his participation in national, statewide, regional or professional organizations.

**1.6 Residence**

EMPLOYEE shall not be required to reside within the territorial boundaries of the CITY. The foregoing notwithstanding, EMPLOYEE shall maintain a permanent residence within a reasonable distance to the CITY so as to permit EMPLOYEE travel to the CITY within sixty (60) minutes in the event of CITY emergencies.

**CONTRACT NO. 1906****1.7 Conflicts of Interest**

EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. EMPLOYEE shall further refrain from developing a financial stake in any commercial venture or partnership with any entity doing business with the CITY where such financial stake would create a violation of Government Code Section 1090. For and during the term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of the CITY without the prior consent of the City Council and subject to the restrictions of all applicable financial conflict of interest laws.

**1.8 ICMA Code of Ethics**

A. EMPLOYEE agrees to become a member of the International City/County Management Association ("ICMA"). The Parties mutually desire that EMPLOYEE shall comply with the latest draft of the ICMA Code of Ethics, provided such compliance is not inconsistent with or contrary to the laws of the State of California or the San Fernando Municipal Code.

B. CITY and the City Council agree that neither the City Council nor any of its members will give EMPLOYEE any order, direction, or request that would require EMPLOYEE to violate the ICMA Code of Ethics, unless such direction or request is authorized by the laws of the State of California or the San Fernando Municipal Code.

**1.9 Performance Evaluation**

A. Performance evaluations are an important way for the City Council and EMPLOYEE to ensure effective communications about City Council expectations and EMPLOYEE's performance. The City Council reserves the right to conduct a general job performance evaluation and review of EMPLOYEE at least once each fiscal year. In addition, the City Council reserves the right to conduct an informal job performance review once each fiscal year quarter on an as-needed basis.

B. In conducting the evaluation and review the Parties may, but shall not be required to, use the services of a professional consultant selected by the City Council. The job performance evaluation and review shall serve the following purposes and objectives: (i) to evaluate EMPLOYEE's overall job performance over the course of the fiscal year; (ii) to identify areas of notable progress and/or accomplishment and identify ways to sustain and/or improve upon such progress and/or accomplishments; (iii) to identify areas requiring improvement and how such improvement might be accomplished; (iv) to measure EMPLOYEE's success in meeting, achieving and/or exceeding City Council-defined, goals, objectives, priorities, activities and programs over the fiscal year or since the last performance evaluation and review; (v) to establish goals, objectives, and priorities for the upcoming year; (vi) to determine, what if any, adjustments or enhancement should be considered and approved to EMPLOYEE's compensation terms.

**CONTRACT NO. 1906**

C. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 3, below. Nothing in this Section shall be construed to restrict or otherwise limit CITY's ability to undertake any other review or investigation of EMPLOYEE during the course of a fiscal year which the City Council may deem necessary to address any allegation of unlawful or inappropriate conduct or other wrongdoing.

**SECTION 2. BASE COMPENSATION; BENEFITS AND REIMBURSEMENTS****2.1 Base Salary**

A. Base Salary. CITY shall pay EMPLOYEE an annual base salary of One Hundred and Eighty-Five Thousand Dollars (\$185,000) per year (hereinafter, the "Base Salary"), subject to deductions for taxes, deferred compensation and other out-of-pocket benefits paid for by EMPLOYEE as a CITY executive management employee. CITY shall pay EMPLOYEE in bi-weekly installments at the same time other employees of CITY are paid. Commencing July 1, 2020 and on July 1<sup>st</sup> of each calendar year thereafter during the Term of this Agreement, the Base Salary shall be adjusted by a percentage equal to the annual percentage change to the May Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area (hereinafter, "May CPI"). If the annual percentage change in the May CPI is zero or less, then the Base Salary, as established at the time, shall remain unchanged.

B. Bilingual Bonus and Longevity Pay. EMPLOYEE shall receive a bilingual bonus and longevity pay subject to the same terms and conditions as the same are provided to City Department Heads under City Council Resolution No. 7692 approved August 3, 2015 (hereinafter, "Resolution No. 7692") as the same may be later repealed, amended or modified by the City Council.

**2.2 Retirement/Deferred Compensation**

A. In the manner prescribed under Section 5 of Exhibit "A" of Resolution No. 7692 and the CITY's written agreement with CalPERS: (i) EMPLOYEE: shall receive retirement benefits through the California Public Employees Retirement System (CalPERS) at the Second Tier, "Classic" member formula of two percent (2%) at age 55, final 12-month average compensation retirement calculation. As applicable to Second Tier, "Classic" members under Resolution No. 7692, City shall pay seven percent (7%) toward EMPLOYEE's required CalPERS contribution. EMPLOYEE shall receive such other retirement benefits as may be provided to Second Tier "Classic" members under Section 5 of Exhibit "A" of Resolution No. 7692.

B. EMPLOYEE shall also be eligible for deferred compensation through voluntary contribution to the 457 Deferred Compensation plan available through the ICMA.

**2.3 Annual Leave (Vacation and Sick)**

A. Accrual of Annual Leave. For purposes of this Agreement, the term "Annual Leave" shall have the same meaning as set forth under Resolution No. 7692 or as the meaning of the term "Annual Leave" may be modified or amended by subsequent resolutions of the City Council that repeal, amend or otherwise modify the term "Annual Leave" as defined under Resolution No. 7692. Except as otherwise provided under this Agreement, commencing upon the Effective Date and throughout the term of this Agreement, EMPLOYEE shall accrue Annual Leave in the same amount and in the same manner accrued by the City's Department Head



**CONTRACT NO. 1906**

Classification employees as set forth under Resolution No. 7692 or as the package of compensation and other benefits set forth under Resolution No. 7692 may be subsequently repealed, amended or otherwise modified by subsequent City Council resolution.

B. Except as otherwise provided under Government Code Section 53243 or other applicable law, upon voluntary or involuntary separation from the CITY, EMPLOYEE may cash-out the unused balance of his total accrued Annual Leave. The cash out shall be in an amount equal to the total number of unused annual leave hours multiplied by the quotient of EMPLOYEE's annual base salary at the time of separation divided by two thousand eighty (2080) hours, the number of work hours in a calendar year.

**2.4 Additional Miscellaneous Benefits.**

A. Commencing upon the Effective Date, EMPLOYEE shall receive the following benefits in the manner prescribed under Resolution No. 7692 as the same may be repealed, amended or otherwise, modified in whole or in part by the subsequent City Council resolution: (i) Management Leave; (ii) Bereavement Leave; and (iii) Wellness Reimbursement Benefit.

**2.5 Holidays**

EMPLOYEE shall receive paid holidays in accordance with CITY's current practices as set forth under Section 6 of Resolution No. 7692 as such practices may be amended or modified from time to time by the CITY by action of the City Council. Paid holidays will be those approved by the CITY by action of the City Council. The CITY currently provides twelve (12) paid holidays per calendar year.

**2.6 Medical, Dental and Vision Insurance**

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, EMPLOYEE shall receive any and all employee medical, dental, and vision insurance benefits provided under Section 4 of Exhibit "A" of Resolution No. 7692 as the same may be repealed, amended or otherwise modified by subsequent City Council resolution.

**2.7 Bonding**

Except as otherwise provided under the San Fernando Municipal Code or applicable state law, CITY shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

**2.8 Automobile Allowance**

EMPLOYEE shall receive the same vehicle-related benefit afforded Department Heads under Section 9 of Exhibit "A" of Resolution No. 7692 as the same may be amended, modified or repealed by the City Council.

**2.9 Cellular Phone Allowance; Other Necessary and Customary Business Equipment and Facilities; Special Electronic Equipment**

A. CITY shall provide EMPLOYEE with a City-owned/City-issued cellular phone to be used for conducting CITY-related business. Consistent with Resolution No. 7692, EMPLOYEE, in lieu of being provide a City-issued cell phone may elect to receive the technology

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reimbursement afforded City Department Heads under Section 8 of Exhibit "A" of Resolution 7692.

B. The CITY shall provide EMPLOYEE with other customary and necessary equipment and facilities reasonably required for EMPLOYEE to perform his duties and functions as City Manager such as an office within City Hall, a landline telephone in the City Hall office, a desktop computer, business cards, business stationary and the like. All such equipment and facilities made available to EMPLOYEE shall at all times remain the property of the CITY and EMPLOYEE acknowledges, understands and agrees that he shall have no right of privacy to such equipment or any data or information stored in such equipment or facilities.

C. The City Council reserves the right but does not assume the obligation to provide EMPLOYEE at CITY's expense, special electronic communications equipment such as an iPad. All such equipment and facilities made available to EMPLOYEE shall at all times remain the property of the CITY, and EMPLOYEE acknowledges, understands and agrees that he shall have no right of privacy to such equipment or any data or information stored in such equipment or facilities.

**2.10 Reimbursement for Expenses Not Covered by Allowances**

A. CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence and other business expenses incurred by EMPLOYEE in the performance of his duties or in connection with EMPLOYEE's participation in those authorized activities referenced under Section 1.3, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California and any CITY-adopted reimbursement policies as either may be adopted, updated or otherwise amended from time to time.

B. EMPLOYEE may also receive such reimbursements as are offered City Department Heads under Section 8 of Exhibit "A" of Resolution No. 7692.

**2.11 Long Term Disability**

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, EMPLOYEE shall receive any and all employee long term disability program benefits otherwise accorded CITY's Department Head employees, as prescribed as of the Effective Date of this Agreement and such benefits may be modified, amended or repealed from time to time by the City Council.

**2.12 Term Life Insurance**

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, EMPLOYEE shall receive any and all term life insurance program benefits otherwise accorded CITY's executive management employees, as prescribed as of the Effective Date of this Agreement and such benefits may be modified, amended or repealed from time to time by the City Council.

**2.13 Jury Duty**

EMPLOYEE will receive full pay and benefits while responding to a jury summons or serving on a jury, up to a maximum of fourteen (14) business days. Any compensation for such

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jury duty (except travel pay) shall be remitted to CITY.

**2.14 Other Benefits**

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, EMPLOYEE shall receive any and all other benefits granted to all City Department Heads under Resolution No. 7692 as the same may be modified, amended or repealed from time to time by the City Council.

**SECTION 3. EMPLOYMENT "AT-WILL"; SEPARATION FROM EMPLOYMENT****3.1 Employment with CITY is "at-will"**

A. EMPLOYEE's employment status with CITY shall be at-will and EMPLOYEE shall serve at the pleasure of the City Council as provided under Government Code Section 36506. CITY, through the City Council, may at any time terminate EMPLOYEE's employment with the CITY with or without cause by majority vote of its full membership (i.e., by no less than three affirmative votes). EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail himself of any procedures, provisions or protections set forth under the CITY's Employment Policies, as defined herein, insofar as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE's status as an "at-will" employee of CITY or the ability of the City Council to terminate EMPLOYEE's employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule or other written policy of the CITY as the same may be amended, modified or supplemented from time to time (including but not limited to the San Fernando Municipal Code and any written employment manual of the CITY) which governs, regulates or otherwise relates to employment with the CITY. The CITY's Employment Policies shall not apply to EMPLOYEE insofar as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE's status as an "at-will" employee of CITY.

B. Except as otherwise provided under this Section 3, EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate EMPLOYEE's employment whether for cause or for convenience.

C. Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with the CITY.

**3.2 Resignation/Retirement**

A. EMPLOYEE may resign and/or retire from his employment with the CITY at any time for any reason, provided EMPLOYEE provides the City Council with written notice of his intent to so terminate his employment at least forty-five (45) calendar days prior to the effective date of separation.

B. The City Council in its sole and absolute discretion may waive or shorten the 45-day prior written notice requirement provided the request for such waiver is made in writing by EMPLOYEE and further provided that the City Council's waiver of the notice requirement is also made in writing.

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C. The failure of EMPLOYEE to provide the prior written notice required under this Section shall constitute a material breach of this Agreement.

**3.3 Separation for Convenience and Without Cause; Severance**

A. In the event EMPLOYEE is terminated for convenience and without cause by the City Council while EMPLOYEE is willing and able to perform the City Manager's duties under this Agreement, then in that event the CITY agrees to pay EMPLOYEE a lump sum cash payment equal to six (6) months' worth of EMPLOYEE's annual Base Salary at the time of separation [i.e., the prorated value of one months' worth of EMPLOYEE's annual Base Salary at the time of separation multiplied by six].

B. CITY shall extend to EMPLOYEE the right to continued health insurance as may be required by and pursuant to terms and conditions of this Consolidated Omnibus Reconciliation Act of 1986 ("COBRA"). The CITY agrees to reimburse EMPLOYEE for COBRA coverage at the same benefit level (i.e. employee only, employee +1, or family) as was provided as of the date of separation for the same number of months for which EMPLOYEE is entitled to a lump sum cash payment under Section 3.3(A), or until EMPLOYEE either secures and begins full-time employment or obtains other health insurance, whichever of these three events first occurs. EMPLOYEE shall notify the CITY within five (5) calendar days of securing new full-time employment or insurance.

C. All payments required under Section 3.3(A) or 3.3(B), above, are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Further, in the event EMPLOYEE is convicted of a crime involving an abuse of office or position, EMPLOYEE shall reimburse the CITY for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 through 53243.4.

D. The foregoing notwithstanding, CITY shall not exercise its right to terminate EMPLOYEE for convenience and without cause during the 90-day period immediately preceding or the 90-day period immediately following any General Municipal Election of the CITY in which two or more City Council seats are subject to an election contest or during the 90-day period immediately preceding or the 90-day period immediately following any Special Municipal Election of the CITY in which two or more City Council seats are subject to an election contest.

**3.4 Separation for Cause**

A. Notwithstanding the provisions of Section 3.3, above, EMPLOYEE may be terminated for cause. As used in this Section, "cause" shall mean any one or more of the following:

- (i) Any Breach of this Agreement;
- (ii) Conviction (including a plea of no contest) of a felony or any misdemeanor under the Political Reform Act (Government Code Section 81000 et seq.) or Government Code Section 1090;
- (iii) Conviction (including a plea of no contest) of any offense constituting an "abuse of office or position" within the meaning of Government Code Section 53243.4;
- (iv) Conviction (including a plea of no contest) of a misdemeanor involving a crime of



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moral turpitude or felony under California law, including but not limited to any conviction under Penal Code Section 424;

- (v) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of EMPLOYEE's duties;
- (vi) Repeated and protracted unexcused absences from EMPLOYEE's office and duties;
- (vii) Résumé fraud;
- (viii) A finding by judicial proceeding that legally prohibited personal acts of sexual harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee have occurred;
- (ix) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body, or persistent willful violation of properly established rules and procedures; and
- (x) Any other action or inaction of EMPLOYEE that materially and substantially impedes or disrupts the performance of CITY or its organizational units or is detrimental to employee safety or public safety.

The City Council, in its sole and absolute discretion, may place the EMPLOYEE on administrative leave with pay until resolution of allegations or charges, including but not limited to criminal charges, brought against EMPLOYEE, or until a final judicial or administrative decision finding legally prohibited personal acts of sexual harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee. Prior to terminating this Agreement pursuant to this Section, the City Council shall give EMPLOYEE at least ten (10) calendar days prior written notice of the charges. Within the ten-day period, but not earlier than five (5) calendar days after the notice has been given, the City Council shall meet with EMPLOYEE in closed session and give EMPLOYEE an opportunity to address the City Council regarding the charges. EMPLOYEE may have a representative at the closed session with the City Council. After hearing EMPLOYEE's response to the charges, the City Council shall make a decision as to whether to terminate this Agreement and shall inform EMPLOYEE in writing of its decision. Other than as provided in this subsection, EMPLOYEE expressly waives any other form of hearing or appeal of the City Council's decision. Nothing in this subsection creates a property right in employment. Notwithstanding anything contained in this subsection, EMPLOYEE remains an at will employee serving at the pleasure of the City Council. The initiation of termination proceedings for cause shall not operate to prohibit or otherwise restrict the City Council from exercising its right to terminate EMPLOYEE without cause as provided under Section 3.3 of this Agreement.

B. In the event the CITY terminates EMPLOYEE for cause, then the CITY may terminate this Agreement immediately, and EMPLOYEE shall be entitled to only the compensation accrued up to the date of termination, payments required under Sections 2 and subsection 3.5 and such other termination benefits and payments as may be required by law. In the event of termination for cause, the City Manager shall not be entitled to any severance provided for under subsection 3.3, above. The foregoing notwithstanding, CITY may deduct from such payments any reimbursement sums it is owed pursuant to Government Code Sections

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53243 through 53243.4.

**3.5 Return of City Equipment**

EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

**SECTION 4. GENERAL PROVISIONS****4.1 Proprietary Information**

"Proprietary Information" means all information and any idea pertaining in any manner to the business of the City Council, the CITY or the CITY's various, departments, divisions, committees and commissions, which was produced by EMPLOYEE in the course of his employment or otherwise produced to or acquired by EMPLOYEE in the course of his employment with the CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information". During his employment by CITY, EMPLOYEE shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, EMPLOYEE shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. EMPLOYEE's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

**4.2 Notices**

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in EMPLOYEE's personnel file. EMPLOYEE agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of San Fernando  
117 Macneil Street  
San Fernando, California 91340  
Attn: Mayor and City Council

City Manager's Address: [Deliver to last updated address in personnel file]

**CONTRACT NO. 1906****4.3 Indemnification**

A. CITY shall defend, hold harmless and indemnify EMPLOYEE against any claim, demand, judgment or action of any type or kind arising within the course and scope of EMPLOYEE's employment to the extent required by Government Code Sections 825 and 995.

B. Subsection (A) of this Section notwithstanding, CITY reserves all rights (including all rights to monetary reimbursement) afforded under Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 and nothing in this Agreement shall be operate or otherwise be construed to place any restriction upon CITY in exercising and/or enforcing such rights under the foregoing Government Code Sections. In the event EMPLOYEE is convicted of an offense constituting an abuse of office or position, EMPLOYEE shall reimburse CITY for any sums expended investigating and/or defending such wrongdoing as provided under Government Code Section 53243, 53243.1 and 53243.3. For purposes of this Agreement, the phrase "abuse of office or position" shall have the same meaning as set forth under Government Code Section 53243.4

**4.4 Entire Agreement**

This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

**4.5 Amendments**

This Agreement may not be altered, modified, or amended except in a written document signed by EMPLOYEE, approved by the City Council and signed by Mayor.

**4.6 Waiver**

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

**4.7 Assignment**

EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

**4.8 Severability**

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

**4.9 Attorney's Fees**

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and

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costs.

**4.10 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue property only in Los Angeles County, State of California.

**4.11 Interpretation**

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

**4.12 Acknowledgment**

EMPLOYEE acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

**4.13 Counterparts**

The Parties agree that this Agreement may be executed in multiple originals including multiple counterparts, and that each of the counterparts to any original taken together shall constitute one valid and binding agreement between the Parties.


**[SIGNATURES ON FOLLOWING PAGE]**


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**IN WITNESS WHEREOF**, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and EMPLOYEE has signed and executed this Agreement, as of the date first indicated above.

CITY OF SAN FERNANDO

EMPLOYEE

By:   
Joel Fajardo, Mayor

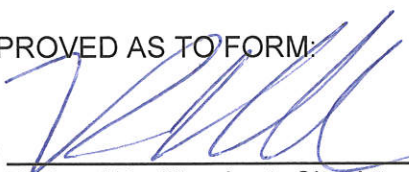
By:   
Nick Kimball, an individual


Date: February 20, 2019

Date: February 20, 2019

APPROVED AS TO FORM:

ATTEST:

By:   
Richard Padilla, Asst. City Attorney

By:   
Elena Chavez, City Clerk

Date: 2/25/19





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Richard Padilla, Assistant City Attorney

**Date:** February 3, 2020

**Subject:** Consideration to Approve a Fourth Amendment to the City Clerk Employment Agreement

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Fourth Amendment (Attachment "A" - Contract No. 1804(d)) to the City Clerk Employment Agreement; and
- b. Authorize the Mayor to execute the Amendment.

### BACKGROUND:

1. On December 7, 2015, the City and City Clerk Elena G. Chávez entered into an Employment Agreement (Master Agreement) setting forth the terms and conditions of Ms. Chávez employment as City Clerk.
2. On April 17, 2017, the City Council approved the First Amendment to the Master Agreement to adjust the City's payment of Chavez's First Tier CalPERS EPMC to match the EPMC paid on behalf of the City's Department Head employees as prescribed under Exhibit "A" of Resolution No. 7692 in compliance with Government Code Section 20691.
3. On April 2, 2018, the City Council approved the Second Amendment to the Master Agreement to align the benefits provided to the City Clerk with the benefits provided to members of the City's Department Head/Executive Team pursuant to City Council Resolution No. 7692 and Resolution No. 7807.
4. On October 7, 2019, the City Council approved the Third Amendment to the Master Agreement to allow the City Council to conduct one formal evaluation that may be scheduled at any time during each fiscal year and a maximum of four informal evaluations that may be conducted once each quarter on an as-needed basis.

**Consideration to Approve a Fourth Amendment to the City Clerk Employment Agreement**Page 2 of 2

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5. On January 27, 2020, the City Council adopted Resolution No. 7973 (Available at [www.sfcity.org/personnel](http://www.sfcity.org/personnel)) rescinding Resolution Nos. 7692 and 7807 and adopting a new Department Head/Executive Management Compensation Plan.

**ANALYSIS:**

The City Clerk's current Master Agreement, as amended, refers to Resolution Nos. 7692 and 7807 to align the City Clerk's benefits with the Executive Compensation Plan. As a result of the new Compensation Plan adopted by City Council through Resolution No. 7973, the City Clerk's Master Agreement must be amended to reflect the new Resolution. The proposed Fourth Amendment makes the necessary changes to ensure the City Clerk's salary and benefits continue to be aligned with the other Department Heads.

**BUDGET IMPACT:**

The proposed Amendment aligns the City Clerk salary and benefits with those included in the Executive Compensation Plan, including a 4% cost of living increase effective on the first day of the first pay period after July 1, 2019 with the employee paying an additional 1% of the City's CalPERS retirement cost. It also continues the cafeteria medical plan for the City Clerk. The estimated cost to the General Fund is \$4,290 with the increased CalPERS retirement contribution paid by the employee of \$1,115. Sufficient funds contingency funds are included in the Adopted Fiscal Year (FY) 2019-20 Budget to cover the proposed increase.

**CONCLUSION:**

It is recommended that the City Council approve the Fourth Amendment and authorize the Mayor to execute the same on behalf of the City.

**ATTACHMENT:**

- A. Contract No. 1804(d)

**ATTACHMENT “A”**

**2020**  
**FOURTH AMENDMENT TO CITY CLERK EMPLOYMENT AGREEMENT**  
**(Employee: Elena G. Chavez)**

THIS 2020 FOURTH AMENDMENT (“Amendment”) to that certain agreement entitled “2015 City Clerk Employment Agreement – Employee: Elena G. Chavez”, Contract No. 1804 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 (“Effective Date”) by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city (“City”) and ELENA G. CHAVEZ, an individual (“Chavez”). For purposes of this Amendment, the capitalized term “Parties” shall be a collective reference to both City and Chavez. The capitalized term “Party” may refer to either City or Chavez interchangeably as appropriate.

**RECITALS**

WHEREAS, the Parties executed and entered into an employment agreement dated December 7, 2015 and entitled “2015 City Clerk Employment Agreement – Employee: Elena G. Chávez”, Contract No. 1804 (hereinafter, the “Master Agreement”) and

WHEREAS, the Parties later executed a first amendment to the Master Agreement dated as of April 17 2017, Contract No. 1804(a) (hereinafter, the “First Amendment”); a second amendment to the Master Agreement dated as of April 16, 2018, Contract No. 1804(b) (hereinafter, the “Second Amendment”); and a third amendment to the Master Agreement dated as of October 7, 2019, Contract No. 1804(c) all of which modified provisions of the Master Agreement (collectively, the “Prior Amendments”) (A true and correct copy of the Master Agreement as amended by way of the Prior Amendments is attached and incorporated hereto as **Exhibit “A”**);

WHEREAS, the Parties now wish to modify the Master Agreement to reflect changes to the City’s Department Head/Executive Management Compensation Plan to which the Master Agreement is tied; and

WHEREAS, Section 4.5 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the San Fernando City Council (“City Council”) and signed by the Mayor; and

WHEREAS, execution of this Amendment was approved in open session at the City Council’s regular meeting of \_\_\_\_\_ 2020 under Agenda Item No. \_\_\_\_\_ as required under Government Code Section 53262.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. All references to City Council Resolution No. 7692 and Resolution No. 7807 as set forth in the Master Agreement or the Prior Amendments are hereby repealed and replaced by reference to City Council Resolution No. 7973 approved by the City Council on January 27, 2020.

SECTION 2. Section 2.1 (A.) Base Salary of the Master Agreement is further modified by the addition of the following sentence:

*“Subsequent Base Salary increases shall be in accordance with Resolution No. 7973, Section 2 of Exhibit “A” approved by the City Council on January 27, 2020.”*

SECTION 3. Except as otherwise set forth in this Amendment, the Master Agreement as amended by way of the Prior Amendments shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Master Agreement as amended by way of the Prior Amendments and except as otherwise provided under this Amendment, the Master Agreement, the Prior Amendments and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement or the Prior Amendments, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement or the Prior Amendments and no further.

SECTION 4. The Master Agreement as amended by way of the Prior Amendments and this Amendment constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Chavez prior to the execution of this Amendment. 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 the Master Agreement as amended by way of the Prior Amendments and this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

**CITY:**

**EMPLOYEE**

**City of San Fernando**

**Elena G. Chavez, an individual:**

By: \_\_\_\_\_  
Joel Fajardo  
Mayor

By: \_\_\_\_\_  
Elena G. Chavez, an individual

**APPROVED AS TO FORM**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Master Agreement as Amended by Way of the Prior Amendments**

**Contract No. 1804(c)**

**2019**  
**THIRD AMENDMENT TO CITY CLERK EMPLOYMENT AGREEMENT**  
**(Employee: Elena G. Chávez)**

THIS 2019 THIRD AMENDMENT ("Amendment") to that certain agreement entitled "2015 City Clerk Employment Agreement – Employee: Elena G. Chávez", Contract No. 1804 is made and entered into this 7<sup>th</sup> day of October 2019 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City") and ELENA G. CHÁVEZ, an individual ("Chávez"). For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both City and Chávez. The capitalized term "Party" may refer to either City or Chávez interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated December 7, 2015 and entitled "2015 City Clerk Employment Agreement – Employee: Elena G. Chávez", Contract No. 1804 (hereinafter, the "Master Agreement") and

WHEREAS, the Parties later executed a first amendment to the Master Agreement dated as of April 17 2017, Contract No. 1804(a) (hereinafter, the "First Amendment") and a second amendment to the Master Agreement dated as of April 16, 2018, Contract No. 1804(b) (hereinafter, the "Second Amendment") which modified provisions of the Master Agreement (collectively, the "Prior Amendments") (A true and correct copy of the Master Agreement as amended by way of the Prior Amendments is attached and incorporated hereto as Exhibit "A");

WHEREAS, the Parties now wish to modify the Master Agreement further to create greater flexibility in the scheduling of Chávez's annual performance evaluation; and

WHEREAS, Section 4.5 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the San Fernando City Council ("City Council") and signed by the Mayor; and

WHEREAS, execution of this Amendment was approved in open session at the City Council's regular meeting of October 7, 2019 under Agenda Item No. 9 as required under Government Code Section 53262.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The existing text of Subsection (A) of Section 1.9 (Performance Evaluation) of the Master Agreement as amended by way of the Prior Amendments is hereby amended in its entirety to now state the following:

*A. Performance evaluations are an important way for the City Council and Chávez to ensure effective communications about City Council expectations and Chávez's performance. The City Council reserves the right to conduct a general job performance evaluation and review of Chávez at least once each fiscal year. In addition, the City Council*

*reserves the right to conduct an informal job performance review once each fiscal year quarter on an as-needed basis.*

SECTION 2. Except as otherwise set forth in this Amendment, the Master Agreement as amended by way of the Prior Amendments shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Master Agreement as amended by way of the Prior Amendments and except as otherwise provided under this Amendment, the Master Agreement, the Prior Amendments and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement or the Prior Amendments, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement or the Prior Amendments and no further.

SECTION 3. The Master Agreement as amended by way of the Prior Amendments and this Amendment constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Chávez prior to the execution of this Amendment. 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 the Master Agreement as amended by way of the Prior Amendments and this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

**CITY:**

**EMPLOYEE**

**City of San Fernando**

**Elena G. Chávez, an individual:**

By: Joel Fajardo  
Joel Fajardo  
Mayor

By: Elena G. Chávez  
Elena G. Chávez, an individual

**APPROVED AS TO FORM**

By: Richard Padilla

Name: Richard Padilla

Title: Asst. City Atty.

**Exhibit A**  
**Master Agreement as Amended by Way of the Prior Amendments**



**EXHIBIT "A"****CONTRACT NO. 1804**

**2015**  
**CITY CLERK EMPLOYMENT AGREEMENT**  
(Employee: Elena G. Chávez)

THIS 2015 CITY CLERK EMPLOYMENT AGREEMENT ("Agreement") is made and entered into on this 7<sup>th</sup> day of December 2015 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and ELENA G. CHAVEZ, an individual ("CHAVEZ"). For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and CHAVEZ. The capitalized term "Party" may refer to either CITY or CHAVEZ interchangeably and reasonably appropriate.

**RECITALS**

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, the City Clerk is an appointive officer of the City of San Fernando, established pursuant to California law and appointed by the City Council; and

WHEREAS, the public office of City Clerk is established pursuant to Division 3 (City Clerk) of Article III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code; and

WHEREAS, CHAVEZ represents that she has the requisite specialized skills, training, certifications and experience required to serve as the City Clerk for the City of San Fernando; and

WHEREAS, CHAVEZ desires to accept employment as City Clerk subject to the consideration, terms and conditions set forth under this Agreement; and

WHEREAS, the City Council initially approved this Agreement and the execution of the same in open session at its meeting of November 16, 2015; and

WHEREAS, subsequent to the November 16, 2015 the Parties sought to make certain amendments and clarifying edits to more precisely effectuate the intent of the Parties; and

WHEREAS, the Agreement was re-affirmed, ratified and approved, subject to certain clarifying amendment, by the City Council at its meeting of December 7, 2015; and

WHEREAS, the Parties desire, however, that the Agreements provisions take effect as of November 16, 2015, the date of initial approval.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, CITY and CHAVEZ agree as follows:

**SECTION 1. POSITION, TERM, DUTIES**

**1.1 Employment as City Clerk**

This Agreement establishes the terms and conditions of employment of CHAVEZ as City Clerk for the City of San Fernando.

## **1.2 Duration of Employment**

A. CHAVEZ's employment with CITY shall be at-will and CHAVEZ shall, at all times, serve at the pleasure of and at the convenience of the City Council of CITY. This Agreement may be terminated by either Party at any time for convenience subject to the notification and termination provisions prescribed in this Agreement.

B. The foregoing notwithstanding, nothing in this Section shall operate to prohibit, modify or otherwise restrict the City Council's ability to terminate CHAVEZ's employment at any time for cause. Nothing in this section 1 shall prevent, limit, or otherwise interfere with the right of CHAVEZ to voluntarily terminate or resign at any time from her position with the CITY, subject to the notification and termination provisions hereunder.

C. This Agreement shall have a term of five (5) years commencing as of November 16, 2015 ("Term"). For purposes of this Agreement, November 16, 2015 may hereinafter be referred to as the "Effective Date".

## **1.3 Duties and Responsibilities**

A. CHAVEZ shall perform the duties and functions of the City Clerk as specified under the laws of the State of California, the San Fernando Municipal Code, the ordinances and resolutions and policies of the CITY and this Agreement. CHAVEZ shall also perform such other duties and functions as the City Council may assign from time to time.

B. CHAVEZ shall serve as the City Clerk and shall be vested with the powers, duties and responsibilities of the City Clerk as set forth in Division 3 (City Clerk) of Article III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code ("Division 3"), as the same may be repealed, amended, modified or clarified from time to time by the City Council by ordinance or resolution. CHAVEZ shall also perform those tasks and functions set forth under Exhibit A to that certain Resolution No. 7712 approved by the City Council on November 16, 2015 which approves Supplement No. 172 to that certain Position Classification Plan approved on December 12, 1966 by way of City Council Resolution No. 4144. CHAVEZ's performance of her duties shall be subject to the direction and oversight of the City Council. Subject to the terms and conditions of all applicable collective bargaining agreements with the City and all City employment policies and procedures, the City Council by resolution reserves the right to authorize the assignment of permanent and/or temporary staff to Department of the City Clerk and CHAVEZ will be responsible for the day-to-day supervision of such staff.

## **1.4 Hours of Work**

A. The position of City Clerk shall be deemed an exempt position under state and federal wage and hour laws. CHAVEZ's compensation (whether salary or benefits or other allowances) is not based on hours worked and CHAVEZ shall not be entitled to any compensation for overtime.

B. CHAVEZ shall be allowed reasonable flexibility in setting her own office hours, provided: (i) CHAVEZ maintains a reasonably substantial onsite presence at City Hall during

normal CITY business hours which, as of the Effective Date of this Agreement are Monday through Thursday 7:30 am to 5:30 pm and alternating Fridays from 8:00 am to 5:00 pm; and (ii) CHAVEZ is reasonably available to members of the City Council, members of CITY commissions, CITY staff and members of the public transacting business with the Department of the City Clerk on a regular and routine basis that generally conforms to the CITY's normal business hours as the same may be amended from time to time by the City Council.

C. Consistent with subsection B, above, CHAVEZ's work hours may generally conform to the 9/80 work schedule afforded department heads and directors, however, CHAVEZ understands that the duties, demands and responsibilities of the office of City Clerk may from time to time require that she work days and hours that do not strictly conform to the 9/80 schedule generally afforded to other department head level staff and shall be available to discharge the duties and responsibilities of City Clerk at all times as reasonably necessary.

### **1.5 Regional and Professional Activities**

The City Council desires that CHAVEZ be reasonably active in professional organizations that will promote the standing of the CITY and advance the CITY's goals, interests and policy objectives while also providing CHAVEZ with opportunities for the type of professional development that will enhance her ability to serve the CITY and perform her duties as City Clerk. Toward this end, CHAVEZ may, upon reasonable notice and approval by the City Council, join professional organizations and participate in the activities of such organizations insofar as such participation promotes the interests of the CITY and does not unduly interfere with the performance of CHAVEZ's duties as City Clerk. Subject to funding availability as determined by the City Council in its sole and absolute discretion, CITY may pay for the dues and subscriptions of the City Clerk necessary for her participation in national, statewide, regional or professional organizations.

### **1.6 [Reserved – No Text]**

### **1.7 Conflicts of Interest**

CHAVEZ shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. CHAVEZ shall further refrain from developing a financial stake in any commercial venture or partnership with any entity doing business with the CITY where such financial stake would create a violation of Government Code Section 1090. For and during the term of this Agreement and any extension term, CHAVEZ further agrees that except for a personal residence or residential property acquired or held for future use as her personal residence, CHAVEZ will not invest in any other real estate or property improvements within the corporate limits of the CITY without the prior consent of the City Council and subject to the restrictions of all applicable financial conflict of interest laws.

### **1.8 ICMA Code of Ethics**

A. CHAVEZ shall comply with the latest published edition of the written Code of Ethics of the International City/County Management Association ("ICMA"), provided such compliance is not inconsistent with or contrary to the laws of the State of California or the San Fernando Municipal Code.

B. CITY and the City Council agree that neither the City Council nor any of its members will give CHAVEZ any order, direction, or request that would require CHAVEZ to violate the ICMA Code of Ethics, unless such direction or request is authorized by the laws of the State of California or the San Fernando Municipal Code.

### **1.9 Performance Evaluation**

A. Annual performance evaluations are an important way for the City Council and CHAVEZ to ensure effective communications about expectations and performance. The City Council reserves the right, but assumes no obligation, to conduct a job performance evaluation and review of CHAVEZ once each calendar year with the first such evaluation and review occurring no earlier than the first anniversary of the Effective Date.

B. In conducting the review the Parties may, but shall not be required to, use the services of a professional consultant selected by the City Council. The job performance evaluation and review shall serve the following purposes and objectives: (i) to evaluate CHAVEZ's overall job performance over the course of the fiscal year; (ii) to identify areas of notable progress and/or accomplishment and identify ways to sustain and/or improve upon such progress and/or accomplishments; (iii) to identify areas requiring improvement and how such improvement might be accomplished; (iv) to measure CHAVEZ's success in meeting, achieving and/or exceeding City Council-defined goals, objectives, priorities, activities and programs over the fiscal year or since the last performance evaluation and review; (v) to establish goals, objectives, and priorities for the upcoming year; (vi) to determine what, if any, adjustments or enhancement should be considered and approved to CHAVEZ's compensation terms.

C. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 3, below. Nothing in this Section 1 shall be construed to restrict or otherwise limit the ability of the CITY to undertake any other review or investigation of CHAVEZ during the course of a fiscal year which the City Council may deem necessary to address any allegation of unlawful or inappropriate conduct or other wrongdoing.

## **SECTION 2. BASE COMPENSATION; BENEFITS AND REIMBURSEMENTS**

### **2.1 Salary and Other Monetary Compensation**

A. Base Salary. CITY shall pay CHAVEZ an annual base salary of One Hundred and One Thousand, Fifty-Three Dollars (\$101,053) per year (hereinafter, the "Base Salary"), subject to deductions for taxes, deferred compensation and other out-of-pocket benefits paid for by CHAVEZ as a CITY department head employee. CITY shall pay CHAVEZ in bi-weekly installments at the same time other employees of CITY are paid. Commencing July 1, 2016 and each July 1<sup>st</sup> thereafter up to July 1, 2018, the Base Salary shall increase by an amount equal to two percent (2%) of the most recent Base Salary amount.

B. Bilingual Bonus and Longevity Pay. CHAVEZ shall receive a bilingual bonus and longevity pay subject to the same terms and conditions the same are provided to City department heads under City Council Resolution No. 7692 approved August 3, 2015 (hereinafter, "Resolution No. 7692") as the same may be later repealed, amended or modified.

## **2.2 Retirement/Deferred Compensation**

A. CHAVEZ shall receive any and all employee retirement and deferred compensation benefits otherwise accorded CITY's department head employees, consistent with CITY policies, including the CITY policy through the Public Employees Retirement System ("PERS") and applicable law. The PERS formula to be applied to CHAVEZ will be 3% at 60, single highest year compensation retirement calculation which applies to First Tier "Classic" members as referenced under Section 5 (Retirement) of Resolution No. 7692. CHAVEZ shall also be eligible for deferred compensation through voluntary contribution to the 457 Deferred Compensation plan available through the ICMA.

B. Notwithstanding anything set forth under Resolution No. 7692 to the contrary and consistent with City Council Resolution No. 7718 dated December 7, 2015, the City shall continue to pay 4.0% of for CHAVEZ's First Tier CalPERS membership throughout the Term of this Agreement. The City's payments shall be treated as a "pick up" of employee contributions pursuant to IRC 414(h)(2). The City shall continue to report the value of the Employer Paid Member Contribution to CalPERS as compensation earnable on behalf of CHAVEZ, pursuant to Government Code Section 20636(c)(4).

## **2.3 Annual Leave (Vacation and Sick)**

### **A. Accrual of Annual Leave.**

1. For purposes of this Agreement the term "Annual Leave" shall have the same meaning as set forth under Resolution No. 7692 or as the meaning of the term "Annual Leave" may be modified or amended by subsequent resolutions of the City Council that repeal, amend or otherwise modify the term "Annual Leave" as defined under Resolution No. 7692. Except as otherwise provided under this Agreement, commencing upon the Effective Date and throughout the term of this Agreement, CHAVEZ shall accrue Annual Leave in the same amount and in the same manner accrued by the City's Department Head Classification employees as set forth under Resolution No. 7692 or as the package of compensation and other benefits set forth under Resolution No. 7692 may be subsequently repealed, amended or otherwise modified by subsequent City Council resolution. The Parties acknowledge and agree that commencing upon the Effective Date, the above-described Annual Leave shall be given to CHAVEZ in lieu, and not in addition to, vacation leave and sick leave previously allocated to CHAVEZ prior to the Effective Date. Upon the Effective Date CHAVEZ shall cease to accrue vacation leave and sick leave.

2. Subsection 2.3.A.1 of this Agreement notwithstanding, CHAVEZ will not accrue any additional Annual Leave time during any period of time in which CHAVEZ's total bank of accrued but unused Annual Leave equals or exceeds a total of three hundred (300) hours. At such time as CHAVEZ's total bank of accrued but unused Annual Leave falls below 300 hours total, CHAVEZ will resume the accrual of Annual Leave until such newly accrued hours cause CHAVEZ's total bank of accrued but unused Annual Leave to again equal 300 hours.

### **B. Pre-existing Leave Hours.**

1. As of the Effective Date of this Agreement, the Parties acknowledge and agree that CHAVEZ's pre-existing bank of accrued but unused vacation leave hours total 281.80 hours (hereinafter, the "Pre-Existing Vacation Leave Hours"). Upon the Effective Date, CHAVEZ's Pre-Existing Vacation Leave Hours shall be converted to Annual Leave Hours. The conversion



of CHAVEZ's Pre-Existing Vacation Leave Hours to Annual Leave shall count toward the 300 hour cap referenced under subsection 2.3.A.2, above. The conversion of Pre-Existing Vacation Leave Hours to Annual Leave shall be in accordance with Resolution No. 7692 as the same may be subsequently, repealed, amended or otherwise modified.

2. As of the Effective Date of this Agreement, the Parties acknowledge and agree that CHAVEZ's pre-existing bank of accrued but unused sick leave hours total 356.67 hours (hereinafter, "Pre-Existing Sick Leave Hours"). Within thirty (30) calendar days from the Effective Date, CHAVEZ shall sell back and CITY shall purchase, the full value of CHAVEZ's Pre-Existing Sick Leave Hours at a rate reflective of CHAVEZ's base salary prior to the Effective Date of this Agreement.

3. As of the Effective Date of this Agreement, the Parties acknowledge and agree that CHAVEZ's pre-existing bank of accrued but unused comp time hours total 95.68 hours (hereinafter, the "Pre-Existing Comp Time Amount"). Within thirty (30) calendar days from the Effective Date, CHAVEZ shall sell back and CITY shall purchase, the full value of CHAVEZ's Pre-Existing Comp Time Hours at a rate reflective of CHAVEZ's base salary prior to the Effective Date of this Agreement.

4. The Parties acknowledge and agree that upon the Effective Date, CHAVEZ shall cease to accrue additional vacation leave or additional sick leave but shall instead receive Annual Leave as described under subsection A of this Section above. The Parties further acknowledge and agree that upon the Effective Date, CHAVEZ shall cease to accrue any other variety of leave not otherwise expressly provided for under this Agreement.

5. CHAVEZ shall provide both the Mayor and the Vice Mayor with no less than fourteen (14) calendar days prior written notice in the event CHAVEZ intends to take any pre-scheduled time off (e.g., vacation and/or conferences etc.) anticipated to last more than two (2) consecutive CITY work days. A courtesy notice shall also be provided to the City Manager. CHAVEZ shall also use all reasonable efforts to coordinate the scheduling of vacation time off or other pre-scheduled time off with other City Clerk Department staff so as to ensure that routine City Clerk Department operations and duties, including the timely preparation and publication of City Council agendas is not unreasonably disrupted. CHAVEZ shall refrain from taking vacation time off during the thirty-day period immediately preceding and the thirty-day period immediately following any regularly scheduled general municipal election of the City of San Fernando. In so far as the City Council calls a special municipal election, CHAVEZ shall refrain from scheduling any vacation time off during the thirty-day period immediately preceding and the thirty-day period immediately following any such special municipal election but may take vacation time off in so far as such time was scheduled and formally requested by CHAVEZ prior to the calling of the special municipal election.

#### **2.4 Additional Miscellaneous Benefits.**

A. Commencing upon the Effective Date, CHAVEZ shall receive the following benefits in the manner prescribed under Resolution No. 7692 as the same may be repealed, amended or otherwise modified in whole or in part by subsequent City Council resolution: (i) Management Leave; (ii) Bereavement Leave; and (iii) Wellness Reimbursement Benefit

## **2.5 Holidays**

CHAVEZ shall receive paid holidays in accordance with CITY's current practices as set forth under Section 6 of Resolution No. 7692 as such practices may be amended or modified from time to time by the CITY by action of the City Council. Paid holidays will be those approved by the CITY by action of the City Council. The CITY currently provides twelve (12) paid holidays per calendar year.

## **2.6 Medical, Dental and Vision Insurance**

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, CHAVEZ shall receive the same employee medical, dental, and vision insurance benefits provided under Section 4 of Exhibit "A" of Resolution No. 7692 as the same may be repealed, amended or otherwise modified by subsequent City Council resolution.

## **2.7 Bonding**

Except as otherwise provided under the City Municipal Code or applicable state law, CITY shall bear the full cost of any fidelity or other bonds required of CHAVEZ under any law or ordinance.

## **2.8 Cellular Phone Allowance; Other Necessary and Customary Business Equipment and Facilities; Special Electronic Equipment**

A. CITY recognizes that CHAVEZ's duties as City Clerk may require extensive use of a cell phone in the ordinary course of performing her duties as City Clerk. Accordingly, CITY shall provide CHAVEZ with a cell phone allowance in the amount of Sixty Dollars (\$60.00) per month for the use of CHAVEZ's personal cell phone to conduct CITY business. CITY shall not be responsible for any cellular phone related expenses in excess of the allowance set forth herein nor shall CHAVEZ be entitled to reimbursement for such expenses pursuant to Section 2.9.

B. The CITY shall provide CHAVEZ with other customary and necessary equipment and facilities reasonably required for CHAVEZ to perform her duties and functions as City Clerk such as an office within City Hall, a landline telephone in the City Hall office, a desktop computer, a new laptop computer, business cards, business stationary and the like. All such equipment and facilities made available to CHAVEZ shall at all times remain the property of the CITY and CHAVEZ acknowledges, understands and agrees that she shall have no right of privacy to such equipment or any data or information stored in such equipment or facilities.

C. The City Council reserves the right but does not assume the obligation to provide CHAVEZ at CITY's expense, special electronic communications equipment such as an iPad. All such equipment and facilities made available to CHAVEZ shall at all times remain the property of the CITY, and CHAVEZ acknowledges, understands and agrees that she shall have no right of privacy to such equipment or any data or information stored in such equipment or facilities.

## **2.9 Reimbursement for Expenses Not Covered by Allowances**

Excluding those expenses already covered by the supplemental compensation allowances set forth under Sections 2.7 and 2.8 above, CITY shall reimburse CHAVEZ for

reasonable and necessary travel, subsistence and other business expenses incurred by CHAVEZ in the performance of her duties or in connection with CHAVEZ's participation in those authorized activities referenced under Section 1.3, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California and any CITY-adopted reimbursement policies as either may be adopted, updated or otherwise amended from time to time by the San Fernando City Council.

**2.10 [RESERVED – NO TEXT]**

**2.11 Term Life Insurance**

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, CHAVEZ shall receive any and all term life insurance program benefits otherwise accorded CITY's department head employees, as prescribed as of the Effective Date of this Agreement and as those benefits may be changed from time to time.

**2.12 Jury Duty**

CHAVEZ will receive full pay and benefits while responding to a jury summons or serving on a jury, up to a maximum of fourteen (14) business days. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

**2.13 Professional Development Conference**

CHAVEZ shall be permitted to attend the annual professional development conference for city clerks organized by the California League of Cities and may receive reimbursement for travel, transportation and lodging at such conference in accordance with the City's travel and reimbursement policy as the same may be updated, amended and/or modified from time to time by the City Council.

**2.14 Other Benefits**

A. Except as otherwise provided or excepted under this Agreement, CHAVEZ shall receive any and all other non-monetary benefits as are customarily provided to all of the CITY's department head employees pursuant to applicable State law, applicable provisions of the San Fernando Municipal Code and other applicable policies, rules and regulations adopted by City Council resolution as policies, rules and regulations may be amended, repealed or otherwise modified from time to time.

B. Subsection A of this Section notwithstanding, CHAVEZ shall not receive a car allowance benefit, including the car allowance benefit referenced under Section 9 (Car Allowance) of Resolution No. 7692.

C. Subsection A of this Section notwithstanding, the 2% Base Salary increases scheduled for July 1, 2016, July 1, 2017 and July 1, 2018 as referenced under Section 2.1 of this Agreement are in lieu of and in place of the schedule of salary increases referenced under Section 2 (Salary) of Resolution No. 7692 and shall not be in addition to such increases.

D. Subsection A of this Section notwithstanding, CHAVEZ shall not receive the Technology Reimbursement referenced under Section 8 of Resolution No. 7692.



### **SECTION 3. EMPLOYMENT "AT-WILL"; SEPARATION FROM EMPLOYMENT**

#### **3.1 Employment with CITY is "at-will"**

A. CHAVEZ's employment status with CITY shall be "at-will" and CHAVEZ shall serve at the pleasure of the City Council as provided under Government Code Section 36506. CITY, through the City Council, may at any time terminate CHAVEZ's employment with the CITY with or without cause by majority vote of its full membership (i.e., by no less than three affirmative votes). CHAVEZ acknowledges, understands and agrees that CHAVEZ may not avail herself of any procedures, provisions or protections set forth under the CITY's Employment Policies, as defined herein, insofar as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate CHAVEZ's status as an "at-will" employee of CITY or the ability of the City Council to terminate CHAVEZ's employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule or other written policy of the CITY as the same may be amended, modified or supplemented from time to time (including but not limited to the San Fernando Municipal Code and any written employment manual of the CITY) which governs, regulates or otherwise relates to employment with the CITY. The CITY's Employment Policies shall not apply to CHAVEZ insofar as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) CHAVEZ's status as an "at-will" employee of CITY.

B. Except as otherwise provided under this Section 3, CHAVEZ shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate CHAVEZ's employment whether for cause or for convenience.

C. Nothing in this Agreement shall confer upon CHAVEZ any right to any property interest in continued employment with the CITY.

#### **3.2 Resignation/Retirement**

A. CHAVEZ may resign and/or retire from her employment with the CITY at any time for any reason, provided CHAVEZ provides the City Council with written notice of her intent to so terminate her employment at least forty-five (45) calendar days prior to the effective date of separation.

B. The City Council in its sole and absolute discretion may waive or shorten the 45-day prior written notice requirement provided the request for such waiver is made in writing by CHAVEZ and further provided that the City Council's waiver of the notice requirement is also made in writing.

C. The failure of CHAVEZ to provide the prior written notice required under this Section shall constitute a material breach of this Agreement.

#### **3.3 Separation for Convenience and Without Cause; Severance**

A. In the event CHAVEZ is terminated for convenience and without cause by the City Council while CHAVEZ is willing and able to perform the City Clerk's duties under this Agreement, then in that event the CITY agrees to pay CHAVEZ a lump sum cash payment equal to twelve (12) months worth of CHAVEZ's annual Base Salary at the time of separation

[i.e., the prorated value of one months' worth of CHAVEZ's annual Base Salary at the time of separation multiplied by twelve months].

B. CITY shall extend to CHAVEZ the right to continued health insurance as may be required by and pursuant to terms and conditions of this Consolidated Omnibus Reconciliation Act of 1986 ("COBRA"). The CITY agrees to pay CHAVEZ's COBRA coverage for the same number of months for which CHAVEZ is entitled to a lump sum cash payment under Section 3.3(A), or until CHAVEZ either secures and begins full-time employment or obtains other health insurance, whichever of these three events first occurs. CHAVEZ shall notify the CITY within five (5) calendar days of securing new full-time employment or insurance.

C. All payments required under Section 3.3(A) or 3.3(B), above, are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Further, in the event CHAVEZ is convicted of a crime involving an abuse of office or position, CHAVEZ shall reimburse the CITY for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 through 53243.4.

D. The foregoing notwithstanding, CITY shall not exercise its right to terminate CHAVEZ for convenience and without cause during the 120-day period immediately preceding or the 120-day period immediately following any General Municipal Election of the CITY in which two or more City Council seats are subject to an election contest or during the 120-day period immediately preceding or the 120-day period immediately following any Special Municipal Election of the CITY in which two or more City Council seats are subject to an election contest.

### **3.4 Separation for Cause**

A. Notwithstanding the provisions of Section 3.3, above, CHAVEZ may be terminated for cause. As used in this Section, "cause" shall mean any one or more of the following:

- (i) Any Breach of this Agreement;
- (ii) Conviction (including a plea of no contest) of a felony or any misdemeanor under the Political Reform Act (Government Code Section 81000 et seq.) or Government Code Section 1090;
- (iii) Conviction (including a plea of no contest) of any offense constituting an "abuse of office or position" within the meaning of Government Code Section 53243.4;
- (iv) Conviction (including a plea of no contest) of a misdemeanor involving a crime of moral turpitude or felony under California law, including but not limited to any conviction under Penal Code Section 424;
- (v) Intoxication on duty, whether by alcohol, non-prescription drugs or any controlled substance.
- (vi) Repeated and protracted unexcused absences from CHAVEZ's office and duties;
- (vii) Fraud or dishonesty in securing her employment, including resume fraud;

- (viii) A finding by judicial proceeding that legally prohibited personal acts of sexual harassment against a CITY official or employee or legally prohibited acts of discrimination against a CITY official or employee have occurred;
- (ix) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body, or persistent willful violation of properly established rules and procedures; and
- (x) Any other action or inaction of CHAVEZ that materially and substantially impedes or disrupts the performance of CITY or its organizational units or is detrimental to employee safety or public safety.

The City Council, in its sole and absolute discretion, may place CHAVEZ on administrative leave with pay until resolution of allegations or charges, including but not limited to criminal charges, brought against CHAVEZ, or until a final judicial or administrative decision finding legally prohibited personal acts of sexual harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee. Prior to terminating this Agreement pursuant to this Section, the City Council shall give CHAVEZ at least ten (10) calendar days prior written notice of the charges. Within the ten-day period, but not earlier than five (5) calendar days after the notice has been given, the City Council shall meet with CHAVEZ in closed session and give CHAVEZ an opportunity to address the City Council regarding the charges. CHAVEZ may have a representative at the closed session with the City Council. After hearing CHAVEZ's response to the charges, the City Council shall make a decision as to whether to terminate this Agreement and shall inform CHAVEZ in writing of its decision. Other than as provided in this subsection, CHAVEZ expressly waives any other form of hearing or appeal of the City Council's decision. Nothing in this subsection creates a property right in employment. Notwithstanding anything contained in this subsection, CHAVEZ remains an at will employee serving at the pleasure of the City Council. The initiation of termination proceedings for cause shall not operate to prohibit or otherwise restrict the City Council from exercising its right to terminate CHAVEZ without cause as provided under Section 3.3 of this Agreement.

B. In the event the CITY terminates CHAVEZ for cause, then the CITY may terminate this Agreement immediately, and CHAVEZ shall be entitled to only the compensation accrued up to the date of termination, payments required under Sections 2 and subsection 3.3 and such other termination benefits and payments as may be required by law. In the event of termination for cause, the City Clerk shall not be entitled to any severance provided for under subsection 3.3, above. The foregoing notwithstanding, CITY may deduct from such payments any reimbursement sums it is owed pursuant to Government Code Sections 53243 through 53243.4.

### **3.5 Return of City Equipment**

CHAVEZ agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by her incident to her employment are the property of CITY and shall be returned promptly to CITY upon termination of CHAVEZ's employment. CHAVEZ's obligations under this subsection shall survive the termination of her employment and the expiration or early termination of this Agreement.

## **SECTION 4. GENERAL PROVISIONS**

### **4.1 Proprietary Information**

"Proprietary Information" means all information and any idea pertaining in any manner to the business of the City Council, the CITY or the CITY's various departments, divisions, committees and commissions, which was produced by CHAVEZ in the course of her employment or otherwise produced to or acquired by CHAVEZ in the course of her employment with the CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information". During her employment by CITY, CHAVEZ shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this Agreement. Following termination, CHAVEZ shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. CHAVEZ's obligations under this Section shall survive the termination of her employment and the expiration of this Agreement.

### **4.2 Notices**

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in CHAVEZ's personnel file. CHAVEZ agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of San Fernando  
117 Macneil Street  
San Fernando, California 91340  
Attn: Mayor and City Council

City Clerk's Address: [Deliver to last updated address in personnel file]

### **4.3 Indemnification**

A. CITY shall defend, hold harmless and indemnify CHAVEZ against any claim, demand, judgment or action of any type or kind arising within the course and scope of CHAVEZ's employment to the extent required by Government Code Sections 825 and 995.

B. Subsection (A) of this Section notwithstanding, CITY reserves all rights (including all rights to monetary reimbursement) afforded under Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 and nothing in this Agreement shall be operate or otherwise be construed to place any restriction upon CITY in exercising and/or enforcing such

rights under the foregoing Government Code Sections. In the event CHAVEZ is convicted of an offense constituting an abuse of office or position, CHAVEZ shall reimburse CITY for any sums expended investigating and/or defending such wrongdoing as provided under Government Code Section 53243, 53243.1 and 53243.3. For purposes of this Agreement, the phrase "abuse of office or position" shall have the same meaning as set forth under Government Code Section 53243.4

#### **4.4 Entire Agreement**

This Agreement is intended to be the final, complete, and exclusive statement of the terms of CHAVEZ's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of CHAVEZ, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to CHAVEZ and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

#### **4.5 Amendments**

This Agreement may not be altered, modified, or amended except in a written document signed by CHAVEZ, approved by the City Council and signed by Mayor.

#### **4.6 Waiver**

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

#### **4.7 Assignment**

CHAVEZ shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to CHAVEZ, assign its rights and obligations hereunder.

#### **4.8 Severability**

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

#### **4.9 Attorney's Fees**

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

#### **4.10 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue property only in Los Angeles County, State of California.

**4.11 Interpretation**

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

**4.12 Acknowledgment**

CHAVEZ acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

**4.13 Counterparts**

The Parties agree that this Agreement may be executed in multiple originals including multiple counterparts, and that each of the counterparts to any original taken together shall constitute one valid and binding agreement between the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

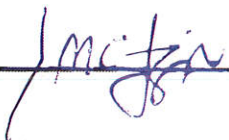


**IN WITNESS WHEREOF**, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and CHAVEZ has signed and executed this Agreement, as of the date first indicated above.

CITY OF SAN FERNANDO

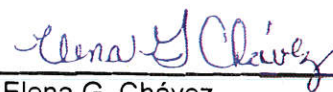
ELENA G. CHÁVEZ

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



Print: Joel Fajardo

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



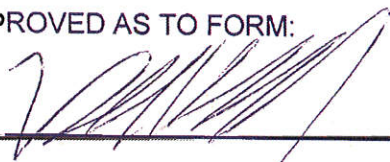
Elena G. Chávez

Date: December 7, 2015

Date: December 7, 2015

**APPROVED AS TO FORM:**

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



Name: Richard Padilla

Title: Deputy City Attorney

## EXHIBIT "A"

## RESOLUTION NO. 7712

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SAN FERNANDO AMENDING RESOLUTION NO. 4144,  
ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF  
SUPPLEMENT NO. 172 THERETO

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY  
RESOLVE 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. 172 (Exhibit "A") covering important and essential duties, job-related and essential qualifications for the following position and classification:

## CITY CLERK

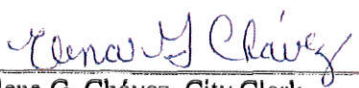
Supplement No. 172 is hereby adopted and approved as the new official job classification and definition, describing job-related and essential qualifications for the position and classification set forth above. Copies of Supplement No. 172 are now on file in the office of the City Clerk. Said Supplement No. 172 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 APPROVED this 16<sup>th</sup> day of November, 2015.

  
Joel Fajardo, Mayor

ATTEST:

  
Elena G. Chávez, City Clerk



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

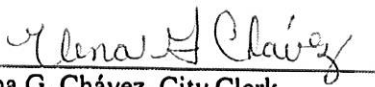
I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 16<sup>th</sup> day of November, 2015, by the following vote to wit:

AYES:       Fajardo, Ballin, Gonzales, Lopez - 4

NOES:       None

ABSENT:     None

ABSTAIN:    Soto - 1

  
Elena G. Chávez, City Clerk

**EXHIBIT "A"**

Supplement No. 172  
Adopted by Res. No. 7712  
Effective: 11/16/2015

**CITY CLERK****DEFINITION**

Under the direction of the City Council, independently plans and organizes the daily activities of the City Clerk's Department. Has a critical role in service delivery administering Federal, State, and local laws pertaining to the Brown Act, the Public Records Act, campaign finance, and Fair Political Practices Act filings. The City Clerk is responsible for election management and City records management. Traditional legislative support functions include the preparation of agendas and minutes, processes, prepares, records and maintains all City Council legislative actions, safeguards the City Seal, and performs a variety of other administrative duties in support of the City Council.

**DISTINGUISHING CHARACTERISTICS**

The City Clerk position is "at-will" and a member of the City's executive management team who is responsible for day-to-day operations of the City Clerk's Department.

Incumbents will be required to exercise considerable independent judgment, establish priorities, be detail-oriented, well-organized, a problem solver, well-rounded and have considerable knowledge of the principles and practice of the City Clerk function. S/he must understand and be experienced in the procedures and the preparation of agendas, parliamentary procedure, the Brown Act, have significant knowledge in the laws and regulations governing the election process, municipal budgeting and accounting, practices and techniques of effective supervision in a team environment, time management, ability to investigate and analyze administrative and technical problems, reach practical and logical conclusions and make effective recommendations. S/he must have strong communication and interpersonal skills to effectively interact with City Elected Officials, commissions, community representatives, business organizations, staff and the public.

**IMPORTANT AND ESSENTIAL FUNCTIONS**

- 1) Serves as City Elections Official ensuring conformance to Election and Government Codes.
- 2) Organizes, and manages all aspects of the City's General Municipal and Special Elections including but not limited to the following:
  - a. Coordinates, and interfaces closely, with outside agencies such as:
    - California Secretary of State
    - County of Los Angeles Registrar-Recorder/County Clerk

**City Clerk**  
**Page 2 of 4**

- City of Los Angeles Elections Division
- Election Vendors
- b. Processes petitions relating to initiatives, recalls, and referendums.
- c. Oversees the preparation, distribution, and receipt of candidate packets.
- d. Supervises the nomination verification process for all candidates and incumbents.
- e. Informs candidates of their election responsibilities and disclosure requirements.
- f. Prepares all resolutions requiring City Council approval and action (before, during, and after election).
- g. Coordinates vote by mail ballot processing.
- h. Prepares, publishes, and posts all required notices (before, during, and after election).
- i. Responds to election questions.
- j. Procures all election supplies and equipment.
- k. Recruits precinct workers and (after elections) processes payroll.
- l. Provides for training of poll workers.
- m. Designates and secures polling places.
- n. Manages the election material processing operation (order, assemble and distribute materials and supplies for polling locations).
- o. Supervises all poll workers and City employees working Election Day and Night.
- p. Canvasses and certifies the election results, conducts City Council reorganization, and coordinates the Oath of Office Ceremony.

**Other local elections (i.e., State Primary, Presidential):**

- Assists with securing polling places, poll worker training, and central ballot counting locations within City boundaries and assist with other election matters deemed necessary.
- 3) Attends City Council and other meetings, as assigned.
  - 4) Attends and participates in Department Head meetings.
  - 5) Supervises the preparation and distribution of the City Council and Successor Agency agendas (ensures that the agenda packets are compiled, assembled, and distributed to the appropriate officials, interested parties, and can be immediately accessed by the public).
  - 6) Prepares Agenda Forecasts for distribution to Elected Officials and staff.
  - 7) Takes and transcribes the minutes.
  - 8) Administers the City's Conflict of Interest Code regarding Economic Interest Statements of the City Council, City Treasurer, City Attorney, Planning Commission, and all designated employees as required by the State Political Reform Act; and maintains documents and logs as required by law for public inspection.
  - 9) Serves as City's Filing Officer for the Fair Political Practices Commission for campaign statements.
  - 10) Assists staff in complying with requirements imposed by AB1234 Mandatory Ethics Training and maintains updated list.
  - 11) Serves as custodian of the official records and archives of the City including ordinances, resolutions, contracts, minutes, agendas, agreements, encroachments, liens, deeds, easements.
  - 12) Maintains custody of City Seal.

**City Clerk**  
**Page 3 of 4**

- 13) Supervises the preparation and distribution of the City's Municipal Code (i.e., attest, publish, index, and codify adopted ordinances).
- 14) Prepares and processes contracts for Mayor, City Manager, and City Attorney's signature and distributes as necessary.
- 15) Conducts research and provides necessary documentation in response to inquiries from the public in compliance with the California Public Records Act.
- 16) Receives bids and officiates at bid openings.
- 17) Serves as secretary to the Education Commission.
- 18) Maintains updated roster of all commissions, boards, and committees.
- 19) Complies with annual requirements of the Maddy Act – Local Appointments List.
- 20) Files Affidavits of Completion with the County Recorder's Office.
- 21) Administers oaths of office to various individuals including City officials.
- 22) Develops policies and procedures for departmental operations; assists in developing short- and long-range planning for departmental activities.
- 23) Responsible for the City Records Retention Program.

**OTHER JOB-RELATED DUTIES**

Duties may include, but are not limited to, the following:

- 1) Participates in the development of the City Clerk's Department and Election budget by preparing documentation, estimating cost increases, submitting budget data for review and tracking expenditures.
- 2) Supervises City Clerk Department staff and delegates tasks accordingly.
- 3) Responds to a variety of inquiries and requests for information from employees and City Officials regarding past City Council actions and documents.
- 4) Publishes legal notices required by the offices of the City Council and City Clerk and may assist City departments regarding publishing notices.
- 5) Communicates effectively in both oral and written form.
- 6) Operates office and document imaging equipment including computer hardware and software.
- 7) Operates computer systems and other common office equipment.
- 8) Utilizes standard word processing, spreadsheet and database applications.
- 9) Prepares and composes reports, memoranda, and other documents.
- 10) May schedule and coordinate tours of City Hall for local schools.
- 11) Performs related duties and responsibilities as assigned.

**JOB RELATED AND ESSENTIAL QUALIFICATIONS**

**Knowledge of:**

Modern municipal administrative methods and procedures, organizations and functions; applicable local, State and Federal laws, rules and regulations regarding local government and election operations; purposes, policies and procedures of City Council and municipal commissions, record keeping and management; budget development and administration;

**City Clerk**  
**Page 4 of 4**

management and supervision practices; and business English usage, spelling, grammar, and punctuation.

**Ability to:**

Perform legislative duties under stressful circumstances where it is required to observe and enforce deadlines, prepare and analyze complex reports of a general or technical nature, supervise and direct multiple and diverse functions at the same time with attention to accuracy and detail. Effectively interpret and apply policies, laws, rules, regulations and procedures and make appropriate decisions; interact with Elected Officials and members of the community; establish and maintain cooperative relationships with those contacted in the course of work; review organizational and administrative problems and recommend and implement solutions; prepare agendas, minutes, reports and correspondence; prioritize and work independently; exercise independent judgment in the day-to-day operations of the office; understand and speak Spanish (highly desirable).

**Experience and Training Guidelines:**

A typical way to obtain the knowledge, skills, and abilities would be the following:

**Experience:**

Three (3) years of progressively responsible work experience in a City Clerk's office including local government elections and supervisory experience is required.

**Education:**

A bachelor's degree from an accredited college or university in public administration, business administration or related field and/or certification by the International Institute of Municipal Clerks (CMC or MMC) is required.

**Special Requirements**

Must possess a valid California Class C Driver's License. Must stay current in field, and acquire all necessary training that new technological changes may present.

**Physical Requirements**

Essential duties require the following physical abilities and environmental conditions: Ability to sit, stand for long periods, walk, kneel, reach, twist, lean, climb and lift supplies/forms, operate a computer keyboard, calculator, and telephone for long periods, and tolerate exposure to vibration, pitch and glare from a computer.



CONTRACT NO. 1804(a)

2017

**FIRST AMENDMENT TO CITY CLERK EMPLOYMENT AGREEMENT****(Employee: Elena G. Chávez)**

THIS 2017 FIRST AMENDMENT ("Amendment") to that certain agreement entitled "2015 City Clerk Employment Agreement – Employee: Elena G. Chávez" originally executed this 24<sup>th</sup> day of April 2017 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City") and ELENA G. CHÁVEZ, an individual ("Chávez") is made and entered into this 17<sup>th</sup> day of April, 2017 ~~2016~~ ("Effective Date"). For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both City and Chávez. The capitalized term "Party" may refer to either City or Chávez interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an agreement dated December 7, 2015 and entitled "2015 City Clerk Employment Agreement – Employee: Elena G. Chávez", Contract No. 1804 (hereinafter, the "Master Agreement") (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, Government Code Section 20691(a), provides that contracting agency, like the City, may pay all or a portion of the normal contributions required to be paid by a member; and

WHEREAS, Government Code Section 20691(a) further provides that "[w]here the member [(i.e., an employee)] is included in a group or class of employment, the payment shall be for all members in the group or class of employment; and

WHEREAS, however, Government Code Section 20691(a), also provides that "[i]f an individual is not part of a group or class, the payment shall be limited to the amount that the board determines is payable to similarly situated members in the closest related group or class..."; and

WHEREAS, the closest group or class in relation to Chávez is the City's Department Head group; and

WHEREAS, following the execution of the Master Agreement, the California Public Employees Retirement System ("CalPERS") advised the City that in order to comply with Government Code Section 20691, the City's payment of 4.0% of Chávez's First Tier CalPERS membership would need to be amended so as to match the contribution made to the rest of the City's Department Head employees as presently prescribed under Exhibit "A" of Resolution No. 7692 approved by the City Council on August 3, 2015; and

WHEREAS, Section 4.5 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the San Fernando City Council ("City Council") and signed by the Mayor; and

WHEREAS, execution of this Amendment was approved in open session at the City Council's regular meeting of April 17, 2017 under Agenda Item No. 6 as required under Government Code Section 53262.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The text of the first sentence of subsection (B) of Section 2.2 (Retirement/Deferred Compensation) of the Master Agreement is hereby deleted, repealed and replaced with the following text:

*The City shall pay for CHÁVEZ's First Tier CalPERS membership at a percentage equivalent to that of the City's department head employee group as specified in Resolution No. 7692 or as the same may later be amended for the entire group by the City Council at a later date.*

This amendment to subsection (B) of Section 2.2 (Retirement/Deferred Compensation) shall be retroactive as of July 1, 2015.

SECTION 2. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 3. The Master Agreement as amended by way of this Amendment constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Employee prior to the execution of this Amendment. 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 the Master Agreement as amended by this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

**CITY:**

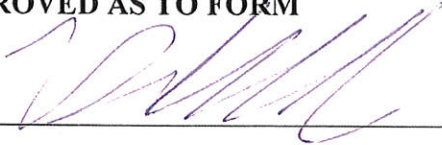
**City of San Fernando**

By: Sylvia Ballin  
Sylvia Ballin  
Mayor

**EMPLOYEE**

**Elena G. Chávez, an individual:**

By: Elena G. Chávez  
Elena G. Chávez, an individual

**APPROVED AS TO FORM**By: Name: Richard PadillaTitle: Asst. City Dir.



CONTRACT NO. 1804(b)

2018

**SECOND AMENDMENT TO CITY CLERK EMPLOYMENT AGREEMENT  
(Employee: Elena G. Chavez)**

THIS 2018 SECOND AMENDMENT ("Amendment") to that certain agreement entitled "2015 City Clerk Employment Agreement – Employee: Elena G. Chavez" originally executed this ~~16th~~ day of April 2018 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City") and ELENA G. CHAVEZ, an individual ("Chavez") is made and entered into this 2nd day of April 2018 ("Effective Date"). For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both City and Chavez. The capitalized term "Party" may refer to either City or Chavez interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated December 7, 2015 and entitled "2015 City Clerk Employment Agreement – Employee: Elena G. Chávez", Contract No. 1804 (hereinafter, the "Master Agreement") and

WHEREAS, the Parties later executed a first amendment to the Master Agreement dated as of April 17, 2017, Contract No. 1804(a) (hereinafter, the "First Amendment") which modified provisions of the Master Agreement relating to the City's CalPERs contributions to Chavez; and

WHEREAS, the Parties now wish to modify the Master Agreement further such that the other benefits provided to members of the City's Department Head/Executive Team pursuant to City Council Resolution No. 7692 ("Resolution No. 7692") dated August 3, 2015 are also provided to the City Clerk in the same manner as set forth in Resolution No. 7692; and

WHEREAS, Resolution No. 7692 was later modified by way of City Council Resolution No. 7807 dated August 7, 2017 ("Resolution No. 7807"); and

WHEREAS, Section 4.5 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the San Fernando City Council ("City Council") and signed by the Mayor; and

WHEREAS, execution of this Amendment was approved in open session at the City Council's regular meeting of April 2, 2018 as required under Government Code Section 53262.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The existing text of Subsection (A)(2) of Section 2.3 (Annual Leave (Vacation and Sick)) is hereby repealed and deleted in its entirety and hereby replaced by the following new text:

*A.2. Subsection (A)(1) of this Section 2.3 notwithstanding, effective as of April 1, 2018, CHAVEZ shall accrue Annual Leave in the same amount and in the same manner accrued by the City's Department Head Classification employees as the same is presently set by way of Resolution No. 7807 and as the same may later be repealed, amended or otherwise modified*

*by subsequent resolution of the City Council.*

SECTION 2. The second sentence of Subsection (A) of Section 2.8 (Cellular Phone Allowance; Other Necessary and Customary Business Equipment and Facilities; Special Electronic Equipment) is hereby amended in its entirety to now state the following:

*A. CHAVEZ shall receive the technology reimbursement afforded City Department Heads under Section 8 of Exhibit "A" of Resolution No. 7692.*

SECTION 3. Section 2.9 (Reimbursement for Expenses Not Covered by Allowances) is hereby amended in its entirety to state the following:

*A. CITY shall reimburse CHAVEZ for reasonable and necessary travel, subsistence and other business expenses incurred by CHAVEZ in the performance of her duties or in connection with CHAVEZ's participation in those authorized activities referenced under Section 1.3, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California and any CITY-adopted reimbursement policies as either may be adopted, updated or otherwise amended from time to time.*

*B. CHAVEZ may also receive such reimbursements as are offered City Department Heads under Section 8 of Exhibit "A" of Resolution No. 7692.*

SECTION 4. Section 2.10 of the Master Agreement which is marked as "[Reserved – No Text]" is hereby amended to now set forth the following:

**2.10 Long Term Disability**

*Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, CHAVEZ shall receive any and all employee long term disability program benefits otherwise provided to CITY's Department Head employees as such benefits may be modified, amended or repealed from time to time by the City Council.*

SECTION 5. Section 2.14 (Other Benefits) of the Master Agreement is hereby amended by the repeal and deletion of Subsections (B) and (D) of Section 2.14 which shall be of no further force of effect as of the effective date of this Amendment.

SECTION 6. The first sentence of Subsection (C) of Section 3.3 (Separation for Convenience and Without Cause; Severance) is hereby amended in its entirety to state the following:

*"All payments required under Section 3.3(A) or 3.3(B), above, or any other cash settlement associated with the termination of this Agreement shall be subject to and shall be interpreted to comply with the limitations and restrictions set forth under Government Code section 53260 and 53261. ..."*

SECTION 7. Subsection A of Section 1.9 (Performance Evaluation) of the Master Agreement is hereby amended by the addition of the following sentence:

*"The foregoing notwithstanding, effective as of April 1, 2018, the City Council shall not*

*commence the annual performance evaluations contemplated under this Section earlier than September 1<sup>st</sup> of each calendar year and shall complete the same no later than November 15<sup>th</sup> of the same calendar year. Nothing in the preceding sentence shall be construed to modify, nullify, limit or otherwise restrict the rights of the City Council as set forth under Section 1.9(C) of the Agreement."*

SECTION 8. Except as otherwise set forth in this Amendment, the Master Agreement as amended by way of the prior First Amendment shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Master Agreement and previously amended and except as otherwise provided under this Amendment, the Master Agreement, the First Amendment and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement or the First Amendment, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement or the First Amendment and no further.

SECTION 9. The Master Agreement as amended by way of this Amendment and the First Amendment constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Chavez prior to the execution of this Amendment. 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 the Master Agreement as amended by this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

**CITY:**

**EMPLOYEE**

City of San Fernando

Elena G. Chavez, an individual:

By: 

Sylvia Ballin  
Mayor

By: 

Elena G. Chavez, an individual

**APPROVED AS TO FORM**

By: 

Name: Ruben Padilla

Title: Asst. City Mgr.





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** February 3, 2020

**Subject:** Consideration to Adopt a Resolution Setting the Statutory Maximum for City Councilmembers' Salary

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7972 (Attachment "A") setting the statutory maximum for City Councilmembers' salary at the amount of \$730.00 per month.

### BACKGROUND:

1. California Government Code Section 36516 authorizes city councils to enact an ordinance providing a salary for each member based the population of the city. The maximum authorized salary prescribed for cities up to and including 35,000 in population is three hundred dollars (\$300) per month.
2. The Government Code also authorizes council member salaries to exceed the prescribed amount by adopting an ordinance, provided the increase does not exceed five percent (5%) simple interest for each calendar year from the effective date of the last salary adjustment.
3. On February 20, 1980, the City Council adopted two ordinances related to compensation (Ordinance Nos. 1158 and 1159) that set monthly compensation at \$282 per month. The effective date of the salary set forth in these Ordinances was April 1, 1980.
4. On September 15, 1986, the City Council adopted Ordinance No. 1292, increasing compensation to \$378 per month. The effective date of this Ordinance was October 15, 1986.
5. On December 18, 1995, the City Council adopted Ordinance No. 1459, increasing compensation to \$476.40 per month. The effective date of this Ordinance was April 1, 1997.
6. On April 3, 2000, the City Council adopted Ordinance No. 1515, increasing compensation to \$579.06 per month. The effective date of this Ordinance was March 13, 2001.

**Consideration to Adopt a Resolution Setting the Statutory Maximum for City Councilmembers' Salary**Page 2 of 3

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7. On October 6, 2014, the City Council adopted Ordinance No. 1636, which enables a City Council salary and authorizes the amount to be set by resolution pursuant to the amounts authorized in Government Code 36516. Adoption of this Ordinance only changed the process by which City Council salary is set. It did not make any change to the existing salary of \$579.06 per month.
8. On December 1, 2014, the City Council adopted Resolution No. 7662, setting the salary at \$580.00 per month. The effective date of this ordinance was April 1, 2015.
9. On January 27, 2020, the City Council discussed the proposed City Councilmember salary adjustment, but tabled the item to be presented at the next regular City Council meeting.

**ANALYSIS:**

As authorized by state law, San Fernando enables a City Councilmember salary by ordinance and sets the salary by resolution. The maximum salary currently authorized is \$580 per month. Except for a very minor adjustment (i.e., \$0.94) in 2015 to correct a slight miscalculation, the current City Council salary has not been increased since March 2001.

Calculating the statutory salary cap is relatively straight forward, except for determining the number of years between increases to which the five percent (5%) maximum annual increase should be applied. While there is no standard set in the Government Code, the League of California Cities' guidance on city council salaries and benefits<sup>1</sup> states, "the most logical, consistent approach seems to be calculating increases from the effective date of the last increase to the effective date of the new increase."

Staff applied this methodology to calculate the statutory salary cap by dividing the number of days between April 1, 2015 (the effective date of the current salary) and December 1, 2020 (the effective date of the proposed salary) then dividing by 364.25. The statutory maximum per Government Code 36516 calculated by staff is \$732.69 per month (Attachment "B").

The proposed resolution will set the statutory maximum at \$730.00 per month. The proposed salary is slightly less than the statutory maximum to provide flexibility in the event that more clear guidance is provided (through legislation or legal precedent) for calculating the statutory maximum that differs from the best practices approach applied by staff.

Pursuant to Government Code 36516, a change in salary is not effective until the first full month after the next election at which at least one Councilmember will be elected. Therefore, the proposed salary of \$730.00 per month will become effective on December 1, 2020.

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<sup>1</sup> Brian Libow, City Council Salaries and Benefits presentation; 2011 League of California Cities Annual Conference; September 22, 2011



**Consideration to Adopt a Resolution Setting the Statutory Maximum for City Councilmembers' Salary**Page 3 of 3

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On January 27, 2020, this item was discussed and tabled. Pursuant to discussion that evening, the following two amendments to the City Councilmember salary Resolution may be considered:

1. Effective upon adoption of this resolution, City Councilmembers will pay the full employee share of the CalPERS cost; and
2. Effective upon adopt of this resolution, City Councilmembers that are enrolled in a City-sponsored health plan will pay \$50 per month toward the premium.

**BUDGET IMPACT:**

Adopting the proposed resolution setting City Councilmember salary at \$730 per month will have no impact to the Fiscal Year (FY) 2019-2020 Adopted Budget as the increase is not effective until December 2020. The total cost of the salary increase is \$9,000, which will be included in the FY 2020-2021 Budget.

**CONCLUSION:**

Adoption of the proposed Resolution will increase the statutory maximum City Council salary, which has not had a meaningful increase since March 2001.

**ATTACHMENTS:**

- A. Proposed Resolution No. 7972
- B. Calculation of City Council Maximum Salary per GC 36516

**ATTACHMENT “A”****RESOLUTION NO. 7972****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, SETTING CITY COUNCILMEMBER SALARY PURSUANT TO SECTION 2-31 OF DIVISION 1 OF ARTICLE II OF CHAPTER 2 OF THE SAN FERNANDO CITY CODE****RECITALS**

**WHEREAS**, pursuant to California Government Code section 36516, a city council may enact an ordinance providing that each member of the city council shall receive a salary; and

**WHEREAS**, on April 3, 2000, the City of San Fernando (“City”) adopted Ordinance No. 1515 amending the San Fernando City Code (“SFCC”) to provide that each member of the city council shall receive a salary and setting the amount of such salary at \$579.06 per month; and

**WHEREAS**, on October 6, 2014, the City Council amended Section 2-31 of Division 1 of Article II of Chapter 2 of the SFCC to provide that City Councilmembers shall receive a salary pursuant to Government Code section 36516 in an amount to be set by resolution of the City Council; and

**WHEREAS**, on December 1, 2014, the City Council adopted Resolution No. 7662 setting the amount of City Council salary at \$580.00 per month; and

**WHEREAS**, pursuant to Government Code section 36516, any change in salary set by resolution shall not apply to City Council Members until at least one (1) member of the City Council begins a new term of office.

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

**SECTION 1.** Pursuant to Section 2-31 of Division 1 of Article II of Chapter 2 of the SFCC and in accordance with Government Code section 36516, each member of the San Fernando City Council shall receive as salary the sum of \$730.00 per month.

**SECTION 2.** The monthly salary shall become effective on the first day of the first full calendar month following the date on which one or more members of the City Council begins a new term of office, which will be December 1, 2020.

**PASSED, APPROVED, AND ADOPTED** this 3<sup>rd</sup> day of February, 2020.

---

Joel Fajardo, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

---

Richard Padilla, Assistant City Attorney

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

**I, HEREBY CERTIFY** that the foregoing Resolution was approved and adopted a special meeting of the City Council held on the 3<sup>rd</sup> day of February, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Elena G. Chávez, City Clerk

**City Council Statutory Maximum Salary Calculation per Government Code 36516**

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** February 3, 2020

**Subject:** Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Related Ad Hoc Recommendations

### RECOMMENDATION:

It is recommended that the City Council:

- a. Receive a presentation and report from staff;
- b. Discuss the recommendations from the Pension and Retiree Healthcare Ad Hoc Committee; and
- c. Provide additional direction as appropriate.

### BACKGROUND:

1. On August 20, 2018, staff provided the City Council with an analysis and projection of the City's long-term pension and Other Post Employment Benefit (OPEB – Retiree Health) costs, as well as various funding strategies to address those liabilities.
2. Subsequent to receiving the presentation and discussing the report, the City Council directed staff to prepare a Request for Proposals (RFP) for financial advisory services to project long-term pension and OPEB obligations and propose various strategies to fund those obligations.
3. On October 1, 2018, the City Council reviewed the draft RFP, authorized the City Manager to release the RFP, and appointed an Ad Hoc Committee (Mayor Fajardo, Councilmember Gonzales) to review proposals, interview firms, and recommend selection of a firm to the full City Council.
4. On March 4, 2019, pursuant to the recommendation from the Ad Hoc Committee, City Council awarded a contract to Urban Futures, Inc. (UFI) to work with staff and the Ad Hoc Committee to develop cost projections and recommendations to address the City's long-term Pension and OPEB liabilities.

## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Related Ad Hoc Recommendations

Page 2 of 8

- UFI has held multiple meetings with staff and the Ad Hoc Committee to ensure a proficient understanding of the state of pension and OPEB benefits throughout California, the current pension and OPEB benefits offered by the City, and the various strategies the City has in its financial toolbox to address these long-term liabilities.

### ANALYSIS:

#### Pension Benefits.

The City of San Fernando provides a defined benefit pension plan to all full-time employees through the California Public Employees Retirement System (CalPERS). CalPERS defines "full-time" as working more than 1,000 hours per year for at least five years. The City's employees receive different pension benefits, based on the hire and/or retirement dates. CalPERS provides a separate actuarial report for each of the following pension benefit plans:

	Miscellaneous			Sworn Police Officers		
	Rate	Income	Retirement Age	Rate	Income	Retirement Age
<b>Tier I*</b>	3.0%	Single Highest Year	60	3.0%	Single Highest Year	50
<b>Tier II**</b>	2.0%	36 month average	55	3.0%	36 month average	50
<b>Tier III***</b>	N/A	N/A	N/A	3.0%	36 month average	55
<b>PEPRA****</b>	2.0%	36 month average	62	2.7%	36 month average	57

\*Misc. hired before 11/12/2005; Sworn hired before 1/6/1994

\*\* Misc. hired before 1/1/2013; Sworn hired before 9/8/2012

\*\*\* Sworn hired before 1/1/2013

\*\*\*\* Per the Public Employees Pension Reform Act, applies to all employees hired after 1/1/2013

The Miscellaneous category above includes all employees that are not sworn police officers. CalPERS serves the majority of California cities, counties, and special districts and manages an investment portfolio of more than \$370 billion (as of June 30, 2019).

#### Annual Pension Costs.

The City's CalPERS pension costs are comprised of two components:

**Normal Costs** - Normal costs represents the amount earned by current employees during the year. Normal Costs are funded by a combination of employer (City) and employee contributions, which are based on a percentage of salary.

**Unfunded Accrued Liability (UAL)** - represents the gap between the value of prior contributions and cost of future payments. The UAL is effectively a "past due payment." The UAL is adjusted by CalPERS each year by adding new Amortization Bases that reflect changes in a number of factors, including actual rate of investment return, changes in life expectancy, and changes in



## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Related Ad Hoc Recommendations

Page 3 of 8

payroll. Each Amortization Base has a unique payment schedule, comprised of between fixed dollar payments, over five to over 30 years.

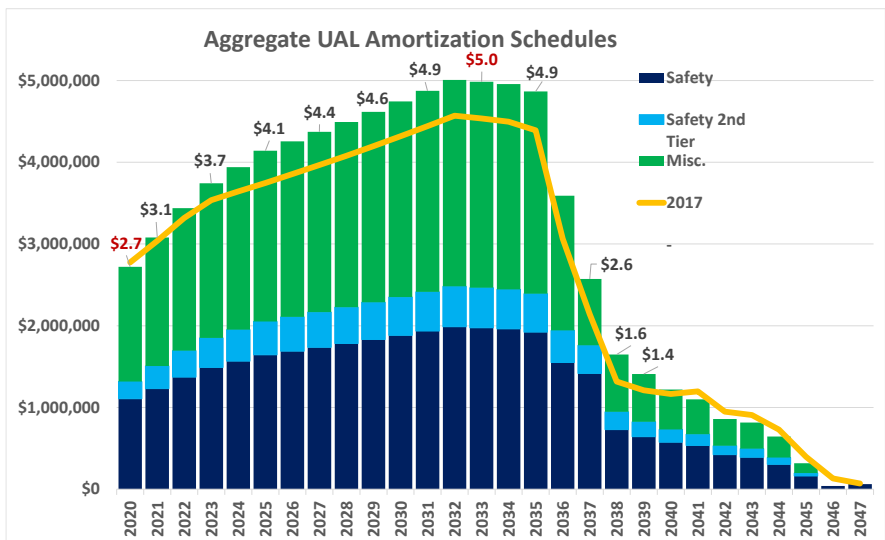
As of the most recent CalPERS actuarial report ending June 30, 2018, the City's has an Unfunded Accrued Liability (UAL) equal to \$43.6 million.

Unfunded Accrued Liability (UAL) 2018	Classic	2nd Tier	3rd Tier	PEPRA
<b>MISCELLANEOUS PLAN</b>				
Accrued Liability (AL) \$	64,257,324	\$ 60,125,139	\$ 3,870,628	\$ 261,557
Market Value Assets (MVA)	42,163,737	38,732,600	3,193,152	237,985
UAL = AL-MVA	\$ 22,093,587	\$ 21,392,539	\$ 677,476	\$ 23,572
	66%	64%	82%	91%
<b>SAFETY PLAN</b>				
Accrued Liability (AL) \$	61,524,486	\$ 44,362,393	\$ 16,670,584	\$ 234,284
Market Value Assets (MVA)	39,978,108	26,987,509	12,534,251	219,200
UAL = AL - MVA	\$ 21,546,378	\$ 17,374,884	\$ 4,136,333	\$ 15,084
	65%	61%	75%	94%
COMBINED UAL	\$ 43,639,965		2017 vs. 2018	\$ 4,680,459

Balance as of June 30, 2018 (Page 5)

The UAL is comprised of 38 Amortization Bases: 19 Miscellaneous Plan and 19 Safety Plan.

In 2018, CalPERS added four new bases, which increased the UAL by \$4.7 million, to \$43.6 million. The City's UAL payments are schedule to increase from \$2.7 million to \$5.0 million by 2031-32. Consequently, the City's pension override tax would need to increase, albeit below the maximum rate, in order to pay for these rising UAL payments.



### Retiree Health Benefits.

The City provides medical benefits to its eligible retirees, which are referred to as Other Post Employment Benefits (OPEB). The level of benefits, depends on the hire date or date of retirement. In 2015, the City reduced the retiree medical benefits for all new employees to the lowest legal amount – the PEMCHA minimum \$139 per month.

	Key Dates	Management & PCA & PEA
Tier 1	Hired 6/30/2005	Lifetime Medical
	Retired 6/30/2015	100% Employee & Dependents
Tier 2	Hired 6/30/2005	Lifetime Medical
	Retired 6/30/2015	100% Employee & Dependents
Tier 3	Hired 7/1/2015	PEMCHA Minimum

Tier 2 requires 10-years of service and retirement

	Key Dates	Police (POA) & Police Management (PMU)
Tier 1	Hired 6/30/2008	Lifetime Medical
	Retired 6/30/2015	100% Employee & Dependents
Tier 2	Hired 7/1/2008	Lifetime Medical
	Retired 6/30/2015	100% Employee & Dependents
Tier 3	Hired 7/1/2015	PEMCHA Minimum

Tier 2 requires 10-years of service and retirement

## **Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Related Ad Hoc Recommendations**

Page 4 of 8

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### Unfunded OPEB Liability.

Although the City reduced the retiree medical premiums for new hires, it still has accrued a significant liability equal \$42.7 million for its legacy employees (hire prior to 2015). The City has not set aside any funds or established an OPEB 115 Trust to pre-fund its unfunded OPEB liability.

The City is currently paying the annual medical premiums for its eligible retirees on a cash or "pay-go" basis, which is equal to approximately \$1.1 million per year. However, these costs are projected to steadily increase over the next 10 to 12 years from \$1 million to \$3 million. Collectively, the city's unfunded retirement costs total \$86.4 million.

### Pension Model.

Part of UFI's scope of service was to develop a customized pension model that enables the City to gain an in-depth understanding of the driving factors affecting the City's UAL and run scenario analyses to determine the financial impact of different funding solutions. The pension model enables the City to "target" or select specific amortization bases to determine maximum savings or optimize resources. This was completed and serves as the basis for the recommendations provided in this report.

### Evaluation of Funding Solutions.

UFI took into consideration the City's financial position in developing potential financial solutions and policy recommendations. The City's major financial documents, including the CAFR, budget, CIP, MOUs, and the Pension Override Tax were all taken into account to determine the full extent of the City's long-term financial obligations. The following expenses were taken into account:

- UAL + Normal Costs
- OPEB Pay-Go costs
- Capital Improvement Plan (CIP)
- Projected Salary and Rate Increases

The Ad Hoc Committee requested that the consultant evaluate and present all available options. UFI presented seven solutions for addressing unfunded pension/OPEB liabilities. These solutions encompass budgeting /use of available resources or a financing mechanisms:

### **Budgeting / Use of Available Resources**

1. Allocate costs among all responsible funds (i.e. Water & Sewer Fund)
2. Use reserves and one-time funds
3. Establish and fund an OPEB 115 Trust
4. Implement/increase employee cost sharing through labor negotiations

## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Related Ad Hoc Recommendations

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### Financing Mechanisms

5. Leveraged Refunding
6. Tax-Exempt Exchange
7. Issue Pension Obligation Bonds (POBs)

### Cost Allocation.

The City has allocated its Pension and OPEB costs: 80% to General Fund, 16% to Enterprise Funds (Water & Sewer Funds), and 3-4% to Internal Service Funds (Facilities and Equipment Maintenance Funds). This cost allocation serves as the first step in the process and ensures all funds supporting personnel costs pay their commensurate share of pension and OPEB costs each year.

ALLOCATION AMONG MAJOR FUNDS - CAFR			
	General Fund	Water & Sewer	TOTAL
	84%	16%	
Net Pension	\$ 33,750,105	\$ 6,629,699	\$ 40,379,804
Total OPEB	37,164,246	7,033,750	44,197,996
<b>TOTAL</b>	<b>\$ 70,914,351</b>	<b>\$ 13,663,449</b>	<b>\$ 84,577,800</b>

### Pension Override Tax.

The City has a voter-approved pension override tax, approved in 1946, that is collected on the annual property tax bill. The current tax rate is equal to 0.212129%, which generates approximately \$4.4 million per year to pay for the City's pensions costs.

Current court precedents have established that the City's Pension Tax Override should not be used to pay for enhanced benefits granted to employees after 1978. As a result, the City has obtained an actuarial study from Bartel & Associates, which has determined that the pension override tax can be used to pay for 87% of its UAL but only 80% of the City's Annual Normal Costs.

The Water and Sewer Funds (Enterprise Funds) are currently allocated 16% of the annual pension costs/UAL and the Facilities and Equipment Maintenance Funds (Internal Service Funds) are currently allocated approximately 3% of the annual pension costs. Additionally, certain City employee groups, including the Police Officers' Association, implemented cost sharing in 2019 and will be contributing 4% of their salary toward pension costs by 2022.

As a result of cost allocation to the Enterprise and Internal Service funds and recently implemented employee cost sharing, the City is in compliance with the limitations for use of the Pension Tax Override.

### Pension Obligation Bonds (POBs).

Pension Obligation Bonds are a financing mechanism that may significantly reduce future liability. The City is currently paying more than 7% interest to CalPERS on the outstanding unfunded

## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Related Ad Hoc Recommendations

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liability balance. The City can save a significant amount of money over the long-term by refinancing at the current rates (approximately 3.5%). Additional information on POB savings is included in the Budget Impact section of this report.

In California, POBs do not require voter approval due to a judicially created exception to the State Constitutional debt limitation. However, in order to obtain authorization to issue POBs, each agency is required to file a validation action with its respective County Superior Court.

The judicial proceedings are largely an administrative matter that is usually filed and managed by a specialized legal bond counsel firm. Fees typically range between \$25,000 to \$35,000, plus court filing fees (additional \$3,000 to \$5,000).

Before the validation action is filed, the City Council must first adopt a resolution: 1) authorizing the City to issue Pension Obligation Bonds (POBs) to refund its CalPERS Unfunded Accrued Liability (UAL); and 2) authorizing judicial validation proceedings related the issuance of such POBs. The authorizing resolution must also establish a not-to-exceed par value and maximum interest rate.

As part of its approval, the City Council will approve two key legal documents, in substantially final form: Trust Indenture and Bond Purchase Agreement. The Preliminary Official Statement (POS) will be drafted and approved by the City Council, after the validation is approved.

*Timeline* - The validation proceedings require a 7-step sequential process, which can take approximately 90 days or more. The process and estimated timeline are outlined below:

	Action	Timeline
1	City Council passes a resolution authorizing the sale of POBs	
2	File Validation Action with County Superior Court	Next Day
3	Receive Order for Publication of Summons from the Court	1-2 weeks
4	Publish notice in local publication of general circulation	21 days
5	Waiting period to file petition- minimum 10 days	2-3 weeks
6	Clerk enters and schedules hearing for default judgement	2 weeks
7	Hearing for Default Judgement	
8	30-day Appeal Period	

Bonds can be sold after the 30-day Appeal Period has ended. Staff must return to the City Council to approve the POS and issuance of POBs.

## Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Related Ad Hoc Recommendations

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### Ad Hoc Committee Recommendations.

Despite the projected increases over the next few years, as a result of prudent financial planning, the City is in a good position to take steps now to stabilize the Pension Override Tax rate for property owners and mitigate future retiree healthcare costs.

After multiple meetings with UFI, the Ad Hoc Committee has developed the following recommendations:

- 1) Establish a Pension and OPEB Funding Policy;
- 2) Commence Validation proceedings to provide the City legal authority to Issue Pension Obligation Bonds (POBs) to refinance a portion of the City's unfunded liability;
- 3) Use a portion of Retirement Tax Fund balance to pay down a portion of the City's CalPERS UAL; and
- 4) Continue to negotiate employee cost sharing of pension costs.

### **BUDGET IMPACT:**

The cost of pension and other post-employment benefits, such as retiree healthcare, are the two of the most significant stressors on the long-term fiscal health of most government agencies. San Fernando has a voter-approved special tax that can only be used to fund CalPERS costs.

*Pension Fund Reserves* - Using a portion of the reserve balance in the Pension Fund to pre-pay the UAL will help the City realize more than 200% savings: a **\$2 million** pre-payment would save the City \$4.2 million in total UAL payments.

*POBs* - Since CalPERS requires annual fixed dollar UAL payments and the UAL is now included as a direct liability on the City's Balance Sheet, POBs should be viewed as "refinancing" the CalPERS liability at a lower rate. The current market rate for POBs is approximately 3.50%. The City could realize significant cash flows savings (\$15 to \$20 million) over the next 20 years by issuance POBs.

POBs are the most compelling option because they do not require the City to allocate its limited resources (i.e., reserves or annual revenues) to reduce its UAL payments. Like refinancing a home, POBs annual UAL payments more affordable by cutting the interest rate in half: 3.5% vs. 7%. Moreover, since the pension costs are paid directly by pension override tax, POBs result in direct savings to property owners in the City.

**Review and Discuss the City's Unfunded Pension and Retiree Health Benefit Liabilities and Related Ad Hoc Recommendations**Page 8 of 8

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Retiree healthcare is currently funded on a “pay-as-you-go” basis from the General Fund and Enterprise Funds. There is \$950,000 appropriated in the FY 2019-2020 General Fund budget to pay retiree healthcare costs.

**CONCLUSION:**

Despite the rising costs of pensions and retiree healthcare, San Fernando is well positioned to take steps to stabilize long-term costs.

**ATTACHMENT:**

A. UFI Pension and OPEB Presentation



## Addressing Pension & Retiree Medical (OPEB) Liability Issues




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## Primer: Understanding Your Retirement Costs



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## Annual Pension/OPEB Payments

Normal Costs	+	Unfunded Accrued Liability (UAL)	+	OPEB
Benefits earned <u>this year</u> by employees		Unfunded benefits earned in <u>prior years</u> by employees + retirees		Net OPEB Liability + Unfunded Liability
% of Payroll		Fixed \$ Amount		Increasing \$ Amount
\$2.1 Million		\$2.8 Million		\$1.1 million
Current Payment		Past Due Payment		Cash "Pay-Go"




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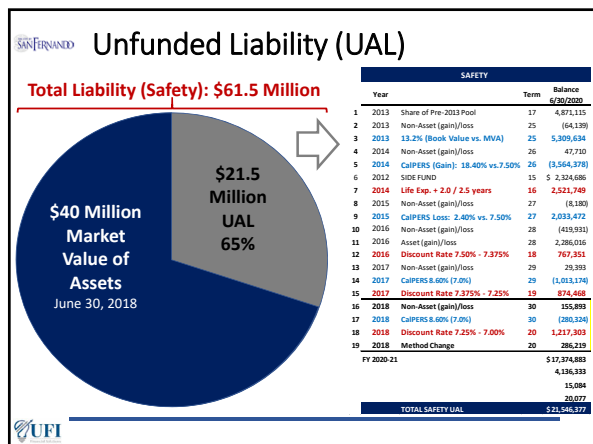
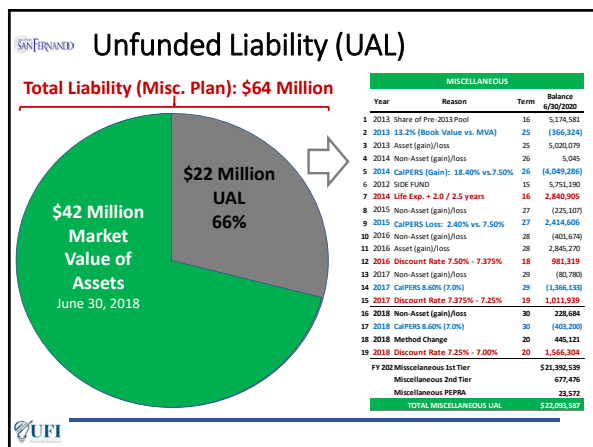
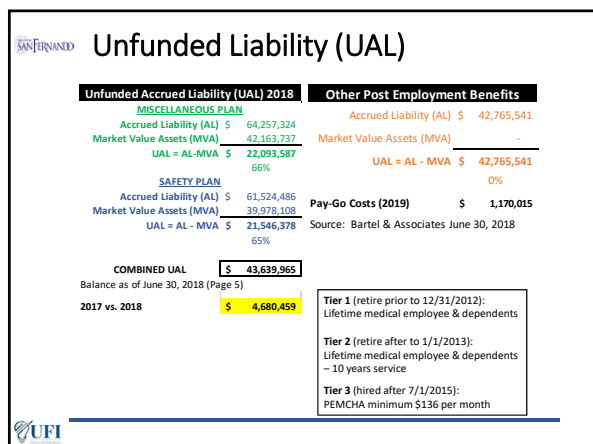
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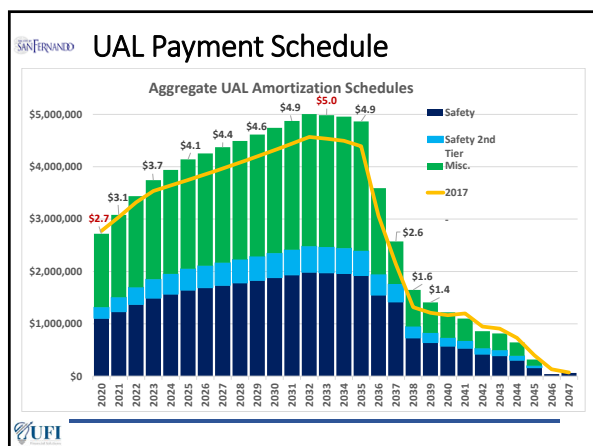
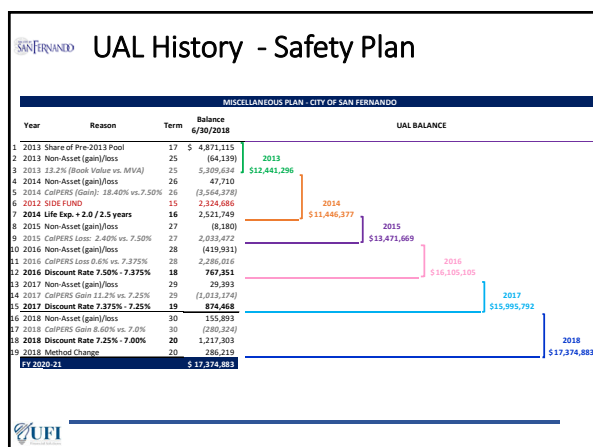
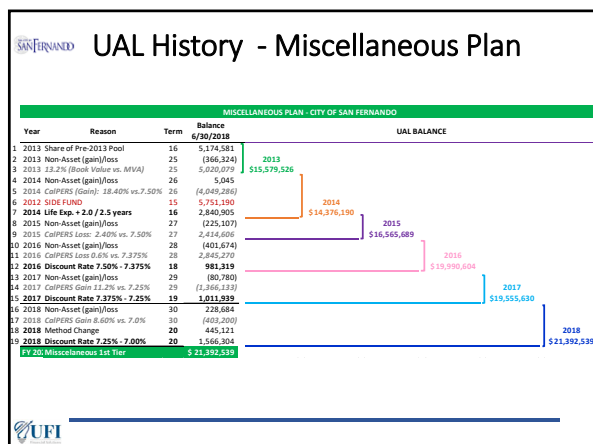
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**Other Post Employment Benefits (OPEB)**

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**Summary of OPEB Benefits**

**Other Post Employment Benefits**

Accrued Liability (AL) \$ 42,765,541

Market Value Assets (MVA) -

**UAL = AL - MVA \$ 42,765,541**

0%

Source: Bartel & Associates June 30, 2018

**Annual Required Contribution = \$3.0 million**

**Monthly Medical Premium Limits**

\$ 780 Employee

\$ 1,350 Dependent

\$ 1,820 Family

**2017 GASB 45**

**Net OPEB Liability = \$15.4 million**

	Key Dates	Management & PCA & PEA
<b>Tier 1</b>	Hired 6/30/2005	Lifetime Medical
	Retired 6/30/2015	100% Employee & Dependents
<b>Tier 2</b>	Hired 6/30/2005	Lifetime Medical
	Retired 6/30/2015	100% Employee & Dependents
<b>Tier 3</b>	Hired 7/1/2015	PEMCHA Minimum

	Key Dates	Police (POA) & Police Management (PMU)
<b>Tier 1</b>	Hired 6/30/2008	Lifetime Medical
		100% Employee & Dependents
<b>Tier 2</b>	Hired 7/1/2008	Lifetime Medical
	Retired 6/30/2015	100% Employee & Dependents
<b>Tier 3</b>	Hired 7/1/2015	PEMCHA Minimum

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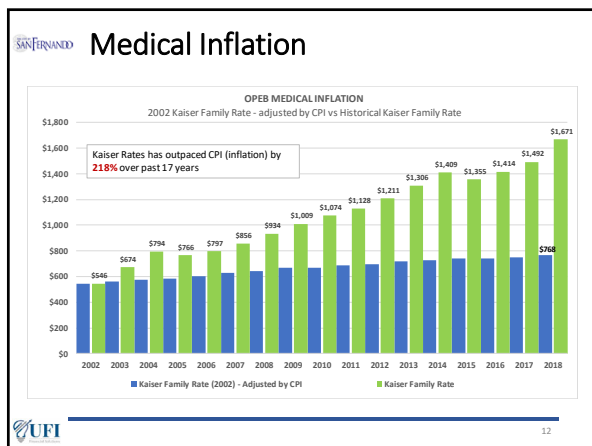
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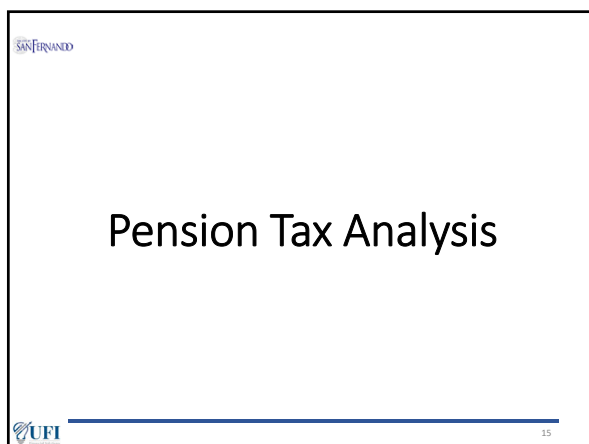
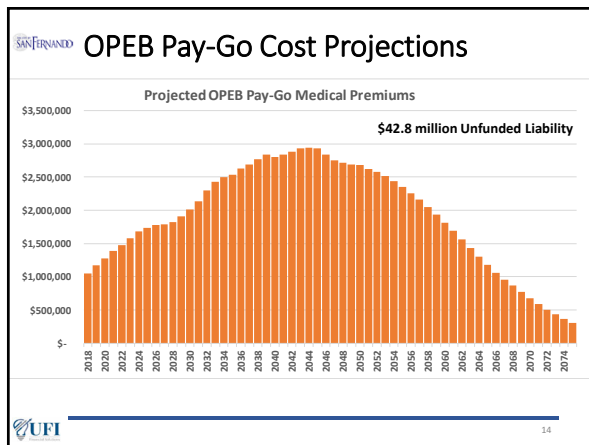
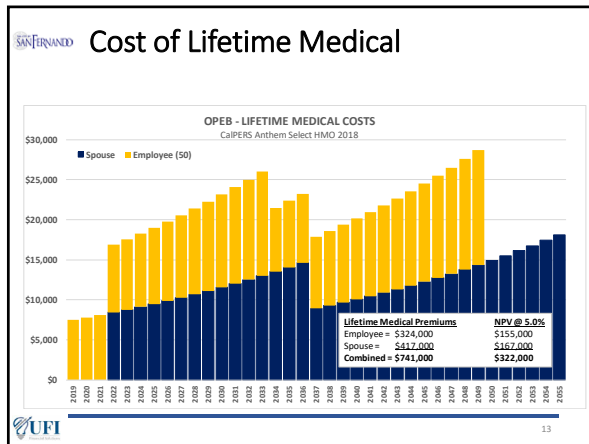
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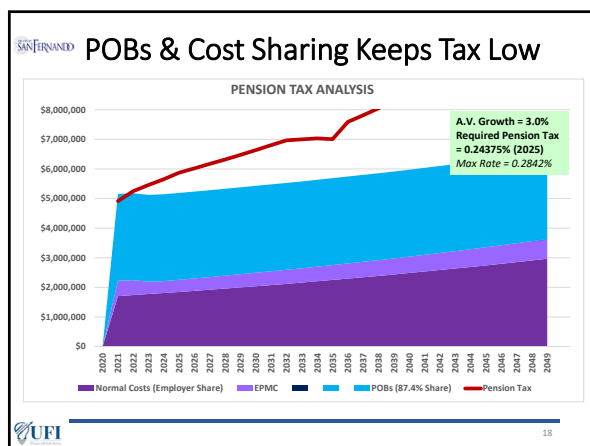
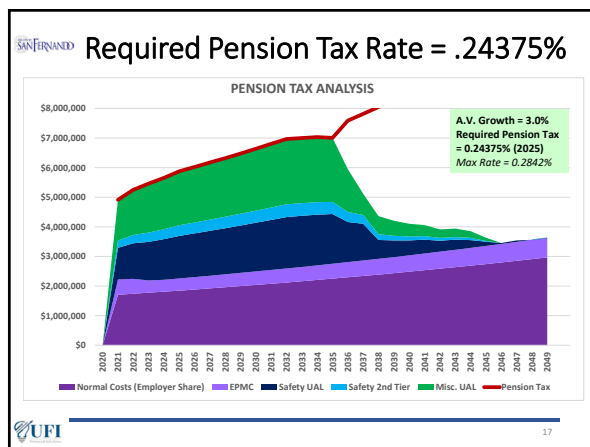
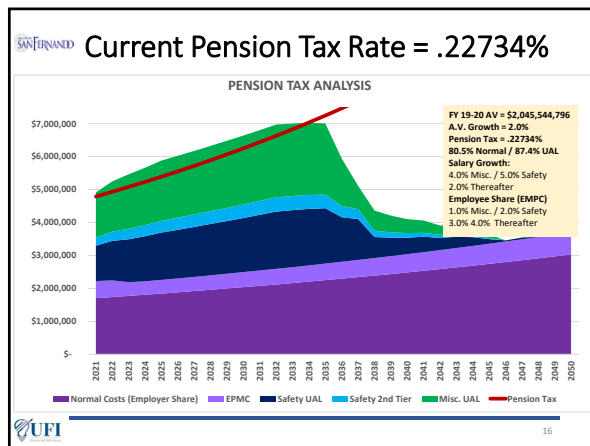
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# Comprehensive Management Strategy

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## Process Taken


**March 2019 UFI hired to help study pension funding solutions**

- 7 meetings w/ Ad Hoc & City Staff
- Developed Pension Model
- Considered & evaluated multiple solutions
  - Different structures/options
  - Long-term financial projections
  - Recession Scenarios
- Drafted 2 10-page memos
- Developed recommendations



**5 key Take-Aways**

1. Pension/OPEB dynamic & ever-changing
2. Must Develop Comprehensive Management Plan
3. Adopt Pension Funding Policy
4. Pension UAL are expected to continue to rise
5. Will require constant monitoring

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## Pension Funding Policy


**Formal written policies:**

- Financial metrics/targets:
  - Level of reserve and funding targets
  - Use of excess monies & reserves
- Allocation of Additional Resources (Targeting Strategies)
- Potential Funding Solutions
  - Funding objectives
  - Minimum Savings Levels
  - Structuring guidelines

**POB Guidelines**

- Target % Funded
- Maturity
- Structure
- Minimum Savings
- Coupon Differential
- Call Features

*We believe that rating agencies will require agencies to formally adopt written policies to address unfunded pension/OPEB liabilities in the future.*

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## Pension/ OPEB Funding Solutions

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**Comprehensive Management Plan**

**Pension Funding Strategy:**

1. Enterprise Fund Allocation
2. Pension Tax Surplus
3. Pre-Fund OPEB Trust
4. Tax-Exempt Exchange
5. Pension Obligation Bonds (POBs)
6. Employee Cost Sharing\*

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### 1. Enterprise Fund Allocation

Normal Costs \$2.1 million		Pension UAL \$43.6 million		OPEB \$42.7 million	
General Fund		Water & Sewer		General Fund	
84%		16%		84%	
General Fund \$1.75 million	Water & Sewer \$350,000	General Fund \$36.6 million	Water & Sewer \$7 million	General Fund \$35.8 million	Water & Sewer \$6.8 million
Pension Tax 80.4%		Pension Tax 87.4%		NO Pension Tax	
4% paid by employees & other funds				84% General Fund	

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CITY OF SAN FERNANDO - POB 20 & Under					
Year	Reason	Rate	Term	Balance	Payment
		Use	Term	6/30/2023	6/30/21
1	2013 Share of Pre-2013 Pool	NO	16	5,024,057	432,602
6	2012 SIDE FUND	NO	15	5,544,253	500,057
7	2014 Assumption Change	100%	16	2,888,145	272,179
12	2016 Assumption Change	60%	18	1,063,657	57,911
15	2017 Assumption Change	40%	19	1,163,319	42,421
18	2018 Method Change	20%	20	912,677	9,559
19	2019 Assumption Change	30%	20	1,559,419	34,236
POB 20 & Under				\$ 18,095,587	\$ 1,346,624

REMAINING BASES

11	2014 Asset (gain)/loss	60%	28	3,120,904	123,000
16	2017 Non-Asset (gain)/loss	40%	29	(91,243)	(2,475)
18	2018 Non-Asset (gain)/loss	20%	30	361,821	1,576
				\$ 3,390,482	\$ 124,152

MERGED BASES

3	2013 Asset (gain)/loss	100%	25	5,095,278	345,020
4	2014 Non-Asset (gain)/loss	100%	26	5,268	348
9	2015 Asset (gain)/loss	80%	27	2,188,494	135,389
				\$ 7,693,040	\$ 481,657
2	2013 Non-Asset (gain)/loss	100%	25	(172,255)	(25,242)
5	2014 Asset (gain)/loss	100%	26	(4,238,635)	(278,620)
8	2015 Non-Asset (gain)/loss	80%	27	(241,138)	(12,622)
10	2016 Non-Asset (gain)/loss	60%	28	(441,838)	(17,364)
14	2017 Asset (gain)/loss	40%	29	(1,543,079)	(41,008)
17	2018 Asset (gain)/loss	20%	30	(461,626)	(6,305)
				\$ (7,286,632)	\$ (382,177)

NET IMPACT MERGED BASES \$ 404,438 \$ 95,480

CITY OF SAN FERNANDO - SAFETY POB 20 & Under					
Year	Reason	Rate	Term	Balance	Payment
		Use	Term	6/30/2023	6/30/21
1	2013 Share of Pre-2013 Pool	NO	17	4,759,304	362,731
6	2012 SIDE FUND	NO	15	5,241,040	502,128
7	2014 Assumption Change	100%	16	2,557,083	242,246
12	2016 Assumption Change	60%	18	831,736	45,384
15	2017 Assumption Change	40%	19	988,504	36,083
18	2018 Assumption Change	20%	20	1,405,118	26,227
POB 20 & Under				\$ 12,942,756	\$ 943,672

REMAINING BASES

9	2014 Asset (gain)/loss	80%	27	2,378,912	124,058
11	2016 Asset (gain)/loss	60%	28	2,154,714	58,821
				\$ 4,694,626	\$ 212,845

3	2013 Asset (gain)/loss	100%	25	5,393,401	362,872
4	2014 Non-Asset (gain)/loss	100%	26	49,823	3,295
16	2018 Non-Asset (gain)/loss	20%	30	178,462	2,438
19	2018 Method Change	20%	20	327,979	6,155
				\$ 5,392,686	\$ 378,662
2	2013 Non-Asset (gain)/loss	100%	25	(65,152)	(4,428)
5	2014 Asset (gain)/loss	100%	26	(3,122,246)	(246,143)
8	2015 Non-Asset (gain)/loss	80%	27	(6,769)	(498)
10	2016 Non-Asset (gain)/loss	60%	28	(461,942)	(18,154)
14	2017 Asset (gain)/loss	40%	29	(1,144,402)	(38,428)
17	2018 Asset (gain)/loss	20%	30	(335,948)	(4,383)
				\$ (5,724,438)	\$ (382,970)

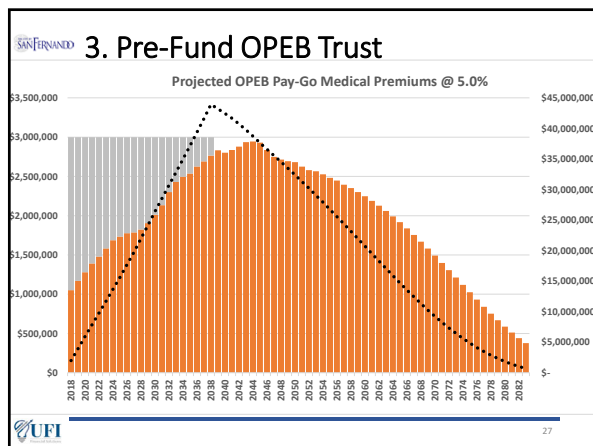
NET IMPACT MERGED BASES \$ 258,433 \$ 74,626

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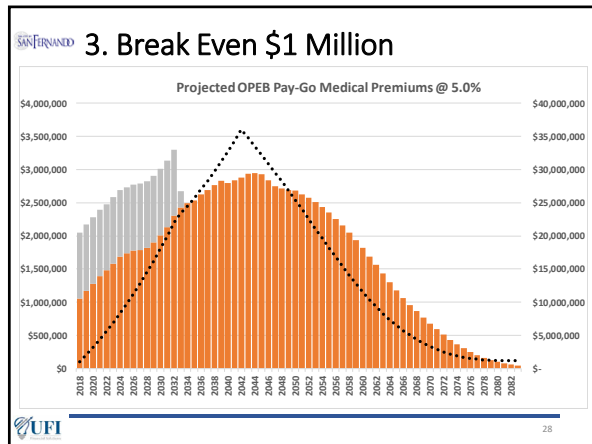
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2. Pension Tax Surplus				MISC.	SAFETY	TOTAL
LAIF earning 2.5% vs CalPERS (UAL) @ 7.0%				1	2021	103,056
Pension Override Tax Fund				2	2022	107,602
• Current Balance = \$11.6 million				3	2023	79,916
• 1-year payments = \$5.0 million				4	2024	56,906
• Excess (pre-pay) = \$5.6 million				5	2025	55,429
• Balance = \$6.0 million				6	2026	56,953
Pre-Pay Bases:				7	2027	58,519
• Misc. Bases #16 = \$260,000				8	2028	60,128
• Safety Base #9 & #11 = \$4.7 million				9	2029	61,782
• Merged Bases = \$663,000				10	2030	63,481
TOTAL = \$5.6 million				11	2031	65,227
Savings = \$11.9 million				12	2032	67,021
				13	2033	68,864
				14	2034	70,757
				15	2035	72,703
				16	2036	74,702
				17	2037	76,757
				18	2038	78,868
				19	2039	81,036
				20	2040	83,265
				21	2041	85,555
				22	2042	(25,468)
				23	2043	(41,207)
				24	2044	(115,074)
				25	2045	(181,872)
				26	2046	-
				27	2047	-
						\$1,164,906
						\$10,714,472
						\$11,879,379

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### 4. Tax-Exempt Exchange

Tax-Exempt Bonds	Budget Exchange
1. Identify "Pay-Go" Capital Project(s)	3. Reallocate Capital Project Budget to UAL
2. Issue 15-Year Tax-Exempt Bonds to finance Project	4. Pre-Pay UAL Bases with similar term (15+ years)

- UAL payments pay bond debt service
- 7.0% UAL paid at ~2.0% tax-exempt rates

**Water & Sewer UAL = \$7 million (\$3.1 Capital Projects)**

**Miscellaneous Base #11 = \$3.1 million (28 years)**

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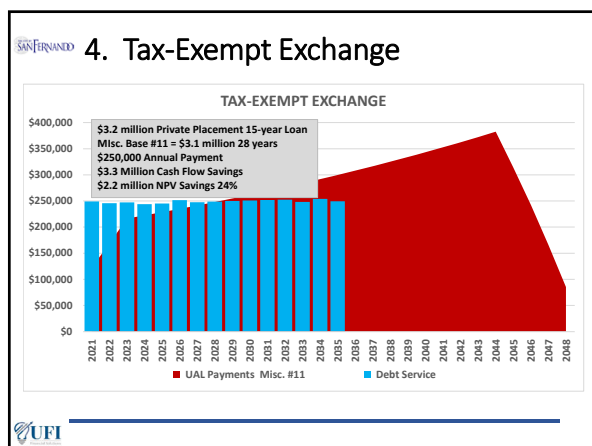
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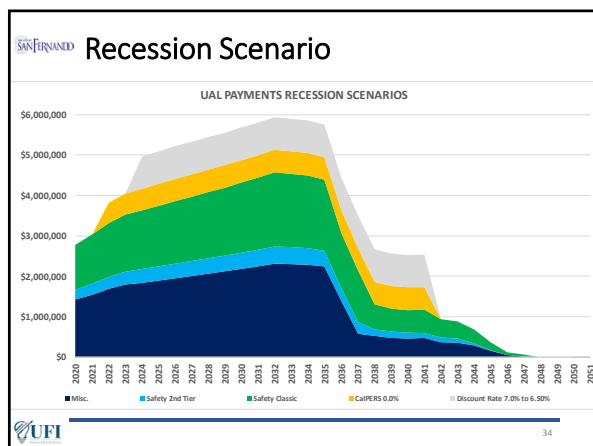
**18-Year 100% UAL POB**

**\$44.3 Million POB (100% of UAL)**  
**\$19.3 Million Interest Cost Savings**  
**\$12.1 Million NPV Savings = 27.4%**

Year	Pension Tax POB	Water & Sewer POBs	CalPERS UAL Payments
2021	\$2,800,000	\$300,000	\$3,100,000
2022	\$2,800,000	\$300,000	\$3,400,000
2023	\$2,800,000	\$300,000	\$3,700,000
2024	\$2,800,000	\$300,000	\$4,000,000
2025	\$2,800,000	\$300,000	\$4,200,000
2026	\$2,800,000	\$300,000	\$4,400,000
2027	\$2,800,000	\$300,000	\$4,600,000
2028	\$2,800,000	\$300,000	\$4,800,000
2029	\$2,800,000	\$300,000	\$5,000,000
2030	\$2,800,000	\$300,000	\$5,000,000
2031	\$2,800,000	\$300,000	\$5,000,000
2032	\$2,800,000	\$300,000	\$5,000,000
2033	\$2,800,000	\$300,000	\$5,000,000
2034	\$2,800,000	\$300,000	\$5,000,000
2035	\$2,800,000	\$300,000	\$5,000,000
2036	\$2,800,000	\$300,000	\$3,500,000
2037	\$2,800,000	\$300,000	\$2,000,000
2038	\$2,800,000	\$300,000	\$1,500,000
2039	\$2,800,000	\$300,000	\$1,200,000
2040	\$2,800,000	\$300,000	\$1,000,000
2041	\$2,800,000	\$300,000	\$800,000
2042	\$2,800,000	\$300,000	\$700,000
2043	\$2,800,000	\$300,000	\$600,000
2044	\$2,800,000	\$300,000	\$400,000
2045	\$2,800,000	\$300,000	\$200,000
2046	\$2,800,000	\$300,000	\$100,000
2047	\$2,800,000	\$300,000	\$0

Key Terms of GFOA POB Advisory	
<p><i>POBs are complex instruments that carry considerable risk.....</i></p> <ol style="list-style-type: none"> <li>1. <i>Increase debt burden/reduce capacity (flexibility)</i></li> <li>2. <i>"Make-whole" call features</i></li> <li>3. <i>Finance normal costs or extend repayment period.</i></li> <li>4. <i>Part of a comprehensive plan to address pension shortfalls</i></li> <li>5. <i>Invested POB proceeds may fail to earn more than interest rate on the bonds</i></li> </ol>	<p><b>Only issue plain-vanilla Fixed Rate Bonds (no swaps)</b></p> <ol style="list-style-type: none"> <li>1. <b>POBs refinance existing debt GASB 68 on Balance Sheet.</b></li> <li>2. <b>Standard 10-year call</b></li> <li>3. <b>Repay UAL same or shorter amortization period</b></li> <li>4. <b>Pension Funding Policy with multiple solutions</b></li> <li>5. <b>Savings provide cushion. Hedging: Floor or Dollar-Cost-Averaging</b></li> </ol>

# Recession Scenario




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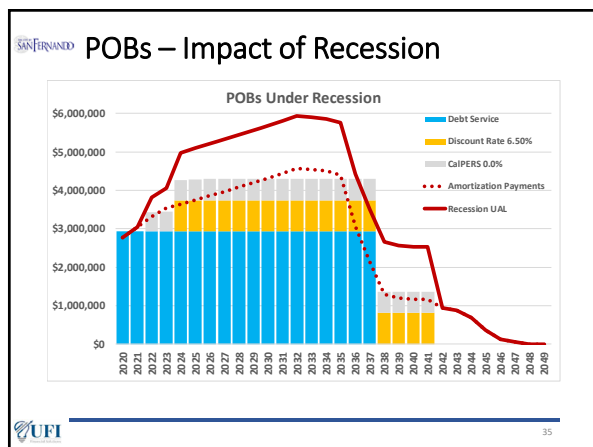
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**Recommendations & Next Steps**

1. Develop Pension Funding Policies
2. Commence Validation Proceedings for POBs
  - Judicial Administrative Procedure – 90 to 120 days
  - Refinancing CalPERS liability – no voter approval required
3. Assemble Financing Team
  - Select Bond Counsel & Underwriter(s) via RFP
4. Establish OPEB 115 Trust

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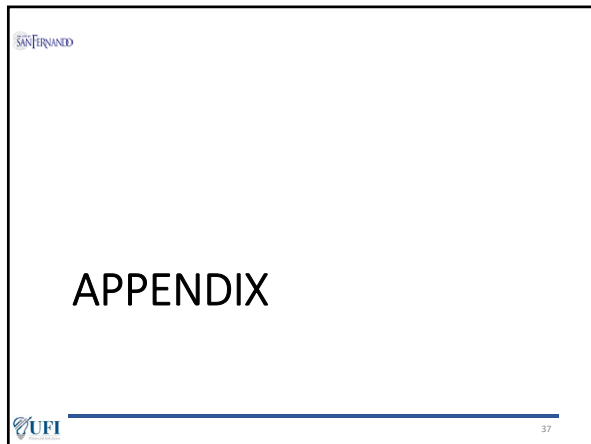
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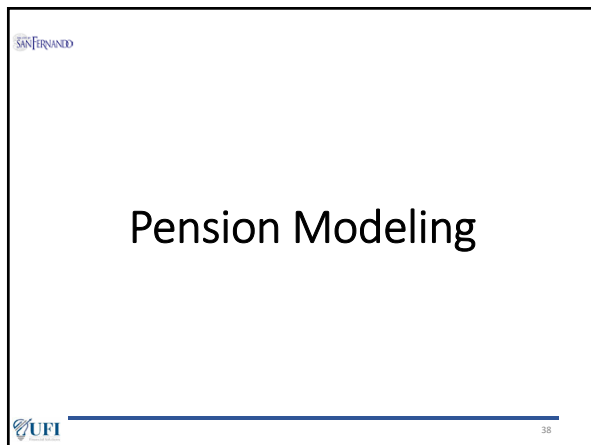
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# Schedule of Amortization Bases

## CITY OF SAN FERNANDO - MISC. "CLASSIC"

Year	Reason	Ramp Up	Term	Balance 6/30/2020	Payment FY 20-21
1	2013 Share of Pre-2013 Pool	NO	18	5,028,857	482,605
2	2013 Non-Asset (gain)/loss	100%	25	(372,103)	(25,242)
3	2013 Asset (gain)/loss	100%	25	5,099,278	345,920
4	2014 Non-Asset (gain)/loss	100%	26	5,268	348
5	2014 Asset (gain)/loss	100%	26	(4,228,630)	(279,626)
6	2012 SIDE FUND	NO	15	5,544,263	500,057
7	2014 Assumption Change	100%	16	2,856,145	271,775
8	2015 Non-Asset (gain)/loss	80%	27	(241,318)	(12,622)
9	2015 Asset (gain)/loss	80%	27	2,588,494	135,389
10	2016 Non-Asset (gain)/loss	60%	28	(441,858)	(17,364)
11	2016 Asset (gain)/loss	60%	28	3,129,904	123,051
12	2016 Assumption Change	60%	18	1,063,657	57,911
13	2017 Non-Asset (gain)/loss	40%	29	(91,243)	(2,425)
14	2017 Asset (gain)/loss	40%	29	(1,543,079)	(41,018)
15	2017 Assumption Change	40%	19	1,163,319	42,421
16	2018 Non-Asset (gain)/loss	20%	30	261,821	3,576
17	2018 Asset (gain)/loss	20%	30	(461,624)	(6,305)
18	2018 Method Change	20%	20	512,677	9,559
19	2018 Assumption Change	20%	20	1,838,479	34,296

FY 2021 Miscellaneous 1st Tier	\$ 21,710,497	\$ 1,572,256
Miscellaneous 2nd Tier	747,563	42,619
Miscellaneous PEPRA	42,085	4,942
TOTAL	\$ 22,499,145	\$ 1,619,817
COMBINED	\$ 44,636,368	\$ 3,132,831

## CITY OF SAN FERNANDO - SAFETY "CLASSIC"

Year	Reason	Ramp Up	Term	Balance 6/30/2020	Payment FY 20-21
1	2013 Share of Pre-2013 Pool	NO	17	4,798,304	392,713
2	2013 Non-Asset (gain)/loss	100%	25	(65,153)	(4,432)
3	2013 Asset (gain)/loss	100%	25	5,393,401	365,872
4	2014 Non-Asset (gain)/loss	100%	26	49,823	3,295
5	2014 Asset (gain)/loss	100%	26	(3,722,345)	(246,142)
6	2012 SIDE FUND	NO	15	\$ 2,241,040	\$ 202,128
7	2014 Assumption Change	100%	16	2,537,052	241,246
8	2015 Non-Asset (gain)/loss	80%	27	(8,769)	(459)
9	2015 Asset (gain)/loss	80%	27	2,179,912	114,018
10	2016 Non-Asset (gain)/loss	60%	28	(461,942)	(18,154)
11	2016 Asset (gain)/loss	60%	28	2,514,714	98,825
12	2016 Assumption Change	60%	18	892,736	42,284
13	2017 Non-Asset (gain)/loss	40%	29	33,201	883
14	2017 Asset (gain)/loss	40%	29	(1,144,402)	(30,420)
15	2017 Assumption Change	40%	19	989,504	36,083
16	2018 Non-Asset (gain)/loss	20%	30	178,482	2,438
17	2018 Asset (gain)/loss	20%	30	(326,943)	(4,363)
18	2018 Assumption Change	20%	20	1,406,118	25,217
19	2018 Method Change	20%	20	327,979	6,115

FY 2020 Safety 1st Tier	\$ 31,778,814	\$ 2,131,440
Safety 2nd Tier	4,363,882	276,497
Safety 3rd Tier	20,971	2,487
Safety PEPRA	2,217	237
TOTAL	\$ 32,132,952	\$ 2,133,615

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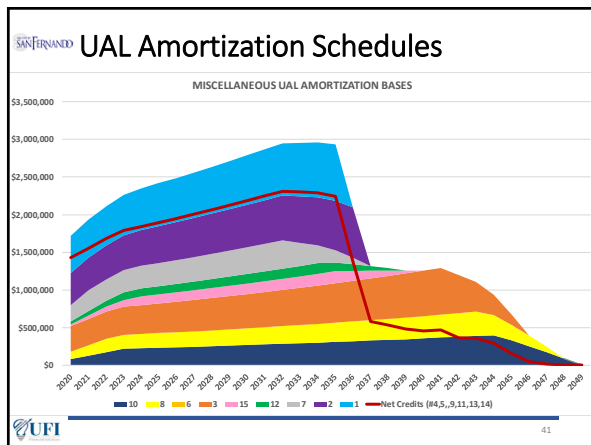
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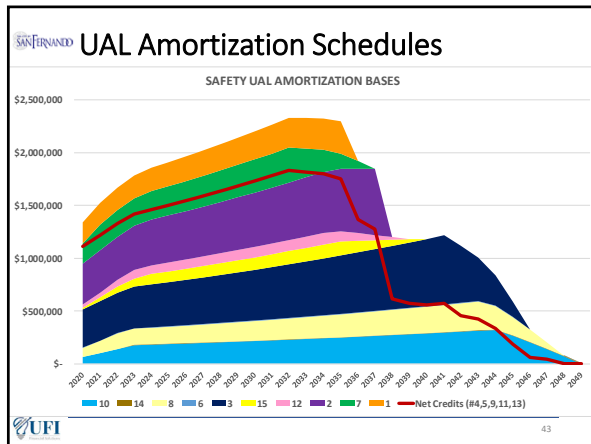
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# Amortization Schedules

## Amortization Schedules for Miscellaneous 15 Bases

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000
10001	9999	9999	9999	9999	9999	9999	9999	9999	9999	9999	9999	9999	9999	9999	9999
10002	9998	9998	9998	9998	9998	9998	9998	9998	9998	9998	9998	9998	9998	9998	9998
10003	9997	9997	9997	9997	9997	9997	9997	9997	9997	9997	9997	9997	9997	9997	9997
10004	9996	9996	9996	9996	9996	9996	9996	9996	9996	9996	9996	9996	9996	9996	9996
10005	9995	9995	9995	9995	9995	9995	9995	9995	9995	9995	9995	9995	9995	9995	9995
10006	9994	9994	9994	9994	9994	9994	9994	9994	9994	9994	9994	9994	9994	9994	9994
10007	9993	9993	9993	9993	9993	9993	9993	9993	9993	9993	9993	9993	9993	9993	9993
10008	9992	9992	9992	9992	9992	9992	9992	9992	9992	9992	9992	9992	9992	9992	9992
10009	9991	9991	9991	9991	9991	9991	9991	9991	9991	9991	9991	9991	9991	9991	9991
10010	9990	9990	9990	9990	9990	9990	9990	9990	9990	9990	9990	9990	9990	9990	9990
10011	9989	9989	9989	9989	9989	9989	9989	9989	9989	9989	9989	9989	9989	9989	9989
10012	9988	9988	9988	9988	9988	9988	9988	9988	9988	9988	9988	9988	9988	9988	9988
10013	9987	9987	9987	9987	9987	9987	9987	9987	9987	9987	9987	9987	9987	9987	9987
10014	9986	9986	9986	9986	9986	9986	9986	9986	9986	9986	9986	9986	9986	9986	9986
10015	9985	9985	9985	9985	9985	9985	9985	9985	9985	9985	9985	9985	9985	9985	9985
10016	9984	9984	9984	9984	9984	9984	9984	9984	9984	9984	9984	9984	9984	9984	9984
10017	9983	9983	9983	9983	9983	9983	9983	9983	9983	9983	9983	9983	9983	9983	9983
10018	9982	9982	9982	9982	9982	9982	9982	9982	9982	9982	9982	9982	9982	9982	9982
10019	9981	9981	9981	9981	9981	9981	9981	9981	9981	9981	9981	9981	9981	9981	9981
10020	9980	9980	9980	9980	9980	9980	9980	9980	9980	9980	9980	9980	9980	9980	9980
10021	9979	9979	9979	9979	9979	9979	9979	9979	9979	9979	9979	9979	9979	9979	9979
10022	9978	9978	9978	997											

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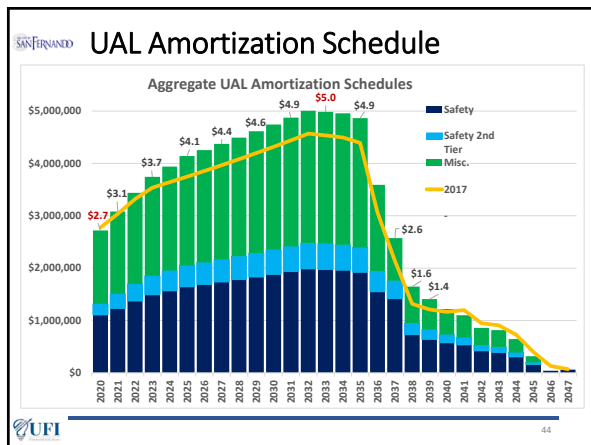
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How we compare?

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SAN FERNANDO

## 2017 vs. 2018

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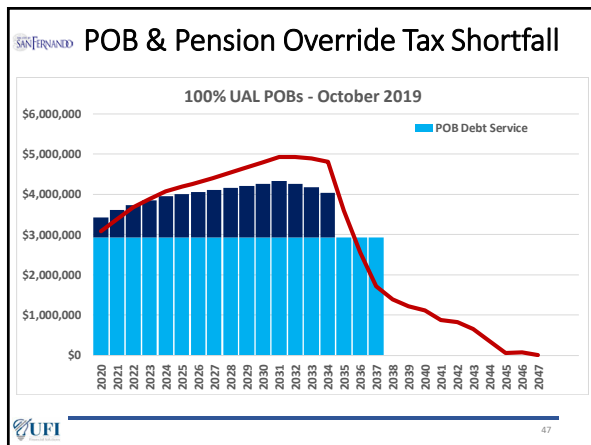
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SAN FERNANDO

## How We Compare

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**Primary Contributing Factors**

**CA League of Cities Pension Sustainability Report (2018)**

5 Key factors that impact (unsustainability) CalPERS:

1. Enhanced & Retroactive Benefits
  - o SB 400 (1999) – Safety
  - o AB 616 (2001) - General
2. Investment Losses
3. Cost of Living Adjustments (COLA)
4. Demographics (life expectancy)
5. CalPERS Contribution Policy

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**MISCELLANEOUS + SAFETY**

City	Misc. Normal	Safety Normal	Misc. Normal	Safety Normal	UAL Payment	Payroll	Pension Costs % Payroll	Unfunded Liability	% UAL
ALHAMBRA	11.35%	20.42%	1,823,172	3,306,190	9,544,669	32,256,677	45.5%	117,730,555	71.4%
ARCADIA	10.23%	20.43%	1,463,995	3,299,874	10,078,308	30,466,857	48.7%	142,356,163	63.7%
AZUSA	9.74%	26.15%	1,612,323	1,688,959	4,979,621	23,007,266	36.0%	70,979,186	73.8%
BALDWIN PARK	10.91%	21.93%	807,609	1,402,808	3,840,129	13,802,131	43.9%	53,423,150	71.8%
CLAREMONT	8.92%	21.93%	837,398	706,462	3,879,259	12,613,961	43.0%	49,634,189	69.7%
COVINA	11.24%	23.65%	843,722	1,191,349	3,490,430	12,540,988	44.1%	57,852,332	71.5%
EL MONTE	10.27%	25.72%	1,323,278	3,735,087	12,203,818	27,410,887	63.0%	124,499,748	72.7%
GLEN DORA	9.87%	23.56%	1,026,294	1,230,167	3,867,541	15,614,439	39.2%	56,080,419	72.5%
IRVINDALE	10.87%	23.65%	329,946	406,183	1,283,126	4,753,126	42.5%	20,154,688	72.9%
LA VERNE	11.43%	21.93%	502,051	1,600,646	3,484,776	11,691,514	47.8%	50,370,578	71.4%
MONROVIA	11.67%	25.61%	1,272,824	2,259,137	-	19,732,096	17.9%	52,675,844	70.2%
MONTEBELLO	10.51%	20.73%	1,771,626	2,477,344	10,221,361	28,805,170	50.2%	131,521,687	68.9%
MONTEREY PARK	10.84%	18.88%	1,290,664	2,478,489	6,956,948	25,030,899	42.9%	95,189,347	71.3%
POMONA	8.90%	23.53%	2,188,706	4,093,427	13,322,905	42,003,587	46.7%	187,867,732	70.8%
SAN GABRIEL	13.95%	23.65%	622,359	1,590,493	5,307,924	11,186,946	67.2%	64,997,718	68.2%
SAN MARINO	10.87%	23.65%	321,783	734,431	1,933,664	6,065,719	49.3%	29,105,151	73.3%
SIERRA MADRE	12.14%	21.75%	240,608	264,627	1,165,132	3,198,409	52.2%	13,203,459	71.9%
SOUTH PASADENA	10.87%	19.23%	540,632	883,471	2,626,494	9,568,526	42.3%	35,512,650	73.2%
WEST COVINA	8.73%	19.95%	921,633	3,791,741	12,254,961	29,562,091	57.4%	180,178,314	65.4%
<b>AVERAGE</b>	<b>10.7%</b>	<b>22.4%</b>	<b>\$ 1,038,980</b>	<b>\$ 1,954,783</b>	<b>\$ 5,813,161</b>	<b>\$ 18,911,120</b>	<b>46.3%</b>	<b>\$ 80,701,732</b>	<b>70.8%</b>

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**Pew Charitable Trust - 2013 Pension Funding Status**

Rank	State	% Funded	10-Year Return	Rank	State	% Funded	10-Year Return
1	Wisconsin	99%	5.20%	27	Alabama	67%	5.34%
2	South Dakota	97%	6.80%	28	North Dakota	66%	4.81%
3	Tennessee	94%	6.03%	29	New Mexico	65%	4.62%
4	New York	91%	5.69%	30	Kansas	65%	6.20%
5	Nebraska	89%	6.00%	31	Maryland	65%	4.90%
6	North Carolina	88%	5.50%	32	Vermont	64%	4.60%
7	Idaho	88%	6.00%	33	Michigan	64%	6.10%
8	Utah	86%	5.47%	34	Indiana	63%	5.00%
9	Washington	84%	6.18%	35	Alaska	63%	5.47%
10	Iowa	82%	6.31%	36	Arizona	60%	6.00%
11	Delaware	81%	6.50%	37	Louisiana	60%	5.90%
12	Oregon	81%	6.00%	38	New Hampshire	58%	6.00%
13	Florida	79%	5.85%	39	Massachusetts	58%	5.70%
14	Maine	77%	5.20%	40	Mississippi	58%	5.90%
15	Arkansas	77%	5.97%	41	South Carolina	54%	4.49%
16	Missouri	77%	5.90%	42	Rhode Island	54%	4.80%
17	Georgia	76%	6.40%	43	Minnesota	53%	6.50%
18	Wyoming	73%	4.10%	44	Pennsylvania	53%	4.30%
19	Texas	73%	5.27%	45	Hawaii	51%	5.66%
20	Virginia	72%	5.60%	46	Colorado	46%	5.20%
21	Nevada	72%	6.30%	47	Connecticut	41%	5.14%
22	Ohio	72%	5.11%	48	Illinois	36%	5.00%
23	West Virginia	72%	6.20%	49	Kentucky	31%	5.02%
24	Oklahoma	72%	6.20%	50	New Jersey	31%	5.92%
25	Montana	71%	5.89%	<b>Average</b>	<b>68%</b>	<b>5.59%</b>	
26	California	69%	5.10%				

Source: 2016 Pension & OPEB Funding Study

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**SAN FERNANDO**

**Pew Charitable Trust OPEB Funding Status**

State	FUNDING STATUS		ANNUAL EXPENSES		State	FUNDING STATUS		ANNUAL EXPENSES	
	Liability \$Billion	% Funded	\$Million	% Expenses		Liability \$Billion	% Funded	\$Million	% Expenses
1 Arizona	\$ 2.2	72%	\$ 156	156 100%	27 California	\$ 80.3	1%	\$ 6,658	\$ 2,196 33%
2 Ohio	24.9	63%	1,724	329 19%	28 Texas	61.7	1%	4,640	1,272 27%
3 Oregon	0.6	56%	73	61 84%	29 Connecticut	22.7	1%	1,452	570 39%
4 Wisconsin	2.2	52%	190	96 50%	30 Pennsylvania	18.9	1%	1,281	832 65%
5 Alaska	17.4	43%	950	535 56%	31 New Hampshire	2.6	1%	182	101 56%
6 North Dakota	0.2	43%	16	14 84%	32 Vermont	1.7	1%	113	26 23%
7 Utah	0.4	37%	40	40 102%	33 New York	69.5	0%	3,399	1,446 43%
8 Kentucky	6.4	25%	529	384 73%	34 New Jersey	66.8	0%	6,351	1,839 29%
9 Virginia	6.5	21%	593	380 64%	35 Illinois	56.3	0%	4,003	856 21%
10 Idaho	0.1	21%	13	10 81%	36 Hawaii	13.7	0%	995	278 28%
11 Indiana	0.4	19%	32	19 60%	37 Louisiana	8.5	0%	584	271 46%
12 West Virginia	3.3	18%	290	171 59%	38 Florida	7.5	0%	453	129 28%
13 Colorado	2.1	14%	149	95 64%	39 Washington	7.4	0%	684	136 20%
14 Michigan	24.6	11%	2,271	1,778 78%	40 Arkansas	2.1	0%	228	59 26%
15 Maine	2.1	11%	149	101 68%	41 Tennessee	1.4	0%	152	70 46%
16 Alabama	12.5	10%	1,055	457 43%	42 Nevada	1.3	0%	141	59 42%
17 Rhode Island	0.8	8%	58	58 100%	43 Minnesota	1.0	0%	117	60 52%
18 South Carolina	10.1	7%	828	416 50%	44 Mississippi	0.7	0%	45	29 66%
19 Georgia	19.3	6%	1,683	627 37%	45 Iowa	0.5	0%	57	26 46%
20 New Mexico	3.9	6%	354	135 38%	46 Montana	0.4	0%	45	- 0%
21 North Carolina	26.9	5%	2,085	913 44%	47 Wyoming	0.2	0%	19	9 47%
22 Delaware	6.0	4%	484	209 43%	48 South Dakota	0.1	0%	8	4 47%
23 Missouri	3.3	4%	267	107 40%	49 Oklahoma	0.0	0%	0	0 57%
24 Massachusetts	15.8	3%	1,251	585 47%	50 Nebraska	-	-	-	- 0%
25 Kansas	0.5	3%	87	66 76%					
26 Maryland	9.0	2%	705	407 58%					

*Based on 2013 Reported Data - 2016 Pension & OPEB Funding Study*

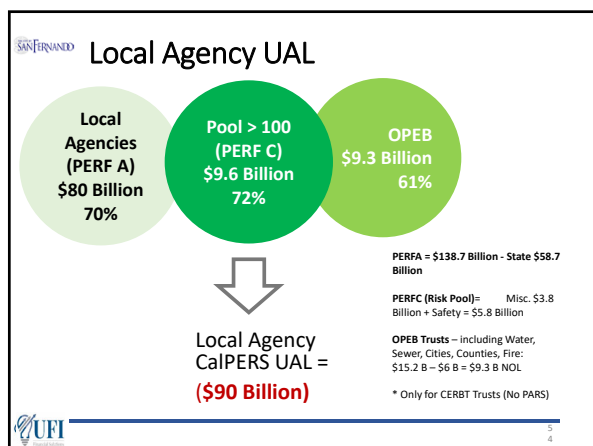
**UFI**

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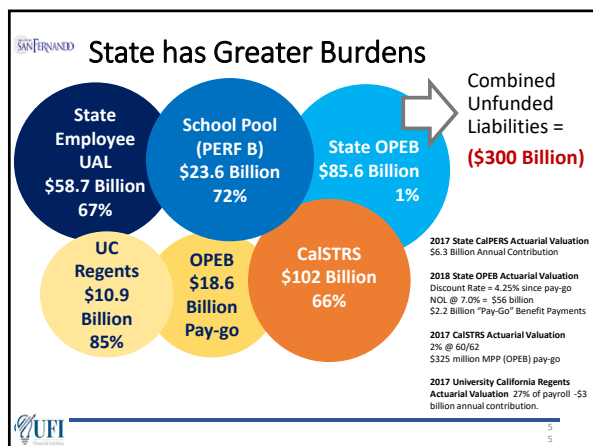
**Viability of  
State-Funded Solution**

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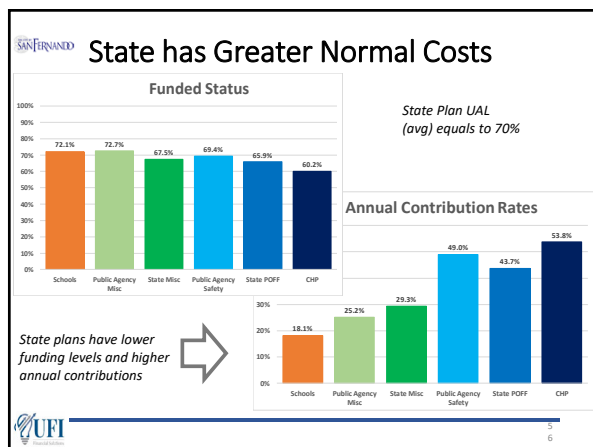
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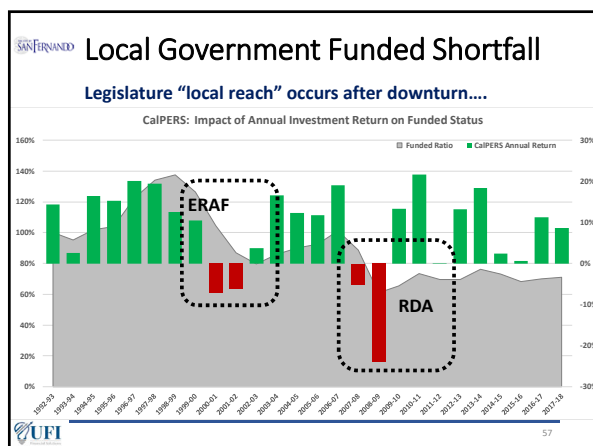
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**SAN FERNANDO**

## Historical State Funding Shortfalls

**ERAF**

- FY 02-03 - \$75 million
- FY 03-04 - \$135 million
- FY 04-05 - \$250 million
- FY 05-06 - \$250 million

**TOTAL      \$710 million**

**Triple-Flip**

- FY 03-04 (Sales tax & VLF)

**RDA**

- FY 09-10 - \$1.7 Billion
- FY 10-11 - \$350 million

**What's Next ?**

State-wide sales tax to Fund School Pension

Water Dept. & Water Agencies

Another revenue source....

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**SAN FERNANDO**

## Why Can't I Just get out of CalPERS ?

**2013 Pension Reform (PEPRA)**

- New hires 2.0% @ 62 Misc. & 2.7% @ 57% Safety
- Employees pay 50% of the annual normal costs (no EPMC)

**Public Employee Retirement Law (PERL)**

- Benefits for "Classic" employees cannot be reduced, even if agreed upon by bargaining units.

**California Rule**

- Prohibits reduction of pension benefits unless they are offset by "comparable" new benefits.
- Prevented legislative and ballot-based initiatives to reduce pension levels.
- Recent decisions have more narrowly interpreted the rule.

**Marin** decision not entitled to an immutable, unchanging pension benefit for the entirety of employment, but are entitled only to a "reasonable" pension.

**Alameda** decision applying detrimental changes to the pension benefits of Classic employees is only justified by compelling evidence that the required changes manifest a material relation to the successful operation of the pension system.

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**SAN FERNANDO**

## What Are the Alternatives?

**3 basic options available:**

1. Convert to Defined Contribution Plan / 401K (pay Termination Payment)
2. Remain in CalPERS – implement solutions and negotiate cost-sharing.
3. Retain Defined Benefit (DB) Plan – Convert to Alternative Investment Provider (PARS)

Potential Options	Investment / Performance Risk	Termination Payment	City Share	Social Security	UAL	Annual Costs
DC plan (401k)	Employee	Yes	8%	6%	-	14%
Convert to PARS	City (PARS)	No	8%	-	14%	22%
Remain in CalPERS	CalPERS	No	8%	-	14%	22%

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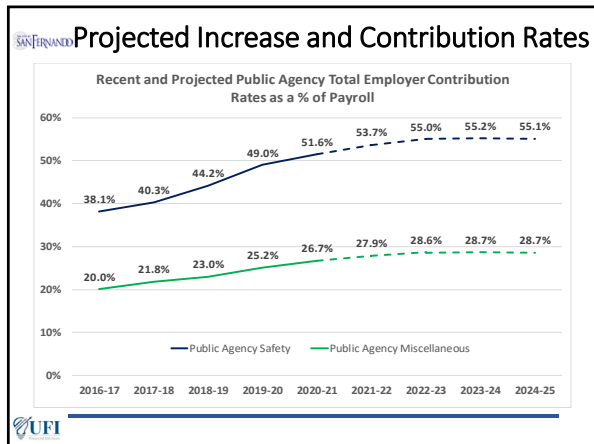
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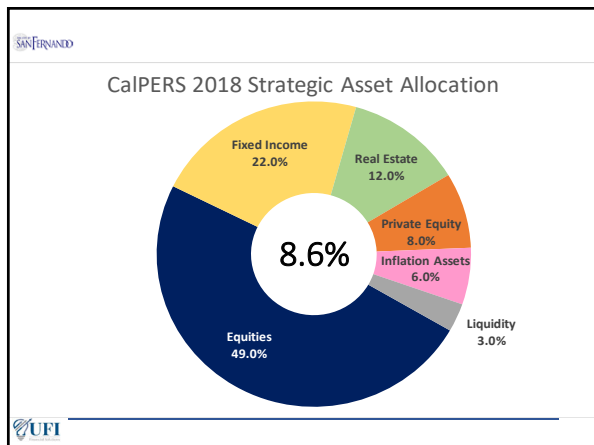
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### OPEB Trusts Established

Agency Type	CalPERS	PARS	TOTAL	%
Special Districts	326	74	667	60%
Counties	13	23	58	62%
Schools	66	46	1,049	11%
Cities	144	66	482	44%
<b>TOTAL</b>	<b>549</b>	<b>209</b>	<b>2,256</b>	<b>24%</b>

Schools Districts: 560 Elementary, 330 USD, 87 High School, 58 County, 6 Special, 8 Charter

Source: CERBT / PARS / Wikipedia

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**OPEB Trust (CERBT)**

**Funded status by employer type**

Agency Type	OPEB Liabilities (\$ Billions)	CERBT Assets (\$ Billions)	Funding Status
Other Special Districts	\$1.7	\$1.1	66%
Sanitation	\$0.5	\$0.3	52%
Water	\$1.8	\$0.9	47%
Counties	\$4.3	\$2.0	46%
Cities	\$6.2	\$1.6	27%
Fire	\$0.8	\$0.2	25%
Courts	\$0.4	\$0.1	17%
Schools	\$21.5	\$1.1	5%
<b>TOTAL</b>	<b>\$37.2</b>	<b>\$7.2</b>	<b>19.3%</b>
State of California	\$68.0	\$0.8	1%

550 Agencies have funded OPEB Trusts (CERBT) with CalPERS

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**2. CalPERS vs 115 Trust**

<p><b>CalPERS</b></p> <ul style="list-style-type: none"> <li>No investment strategy choice</li> <li>Locked In to Higher Payments</li> <li>Likely Higher Long-Term Return</li> <li>Reduces Balance Sheet pension liability (GASB) reporting</li> <li>CalPERS is "Easier"</li> <li>CalPERS assumes investment risk</li> </ul>	<p><b>115 Trust</b></p> <ul style="list-style-type: none"> <li>Choose from Range of investment strategies (flexible)</li> <li>Flexible Payment Schedule</li> <li>Likely Lower Long-Term Return</li> <li>Assets do not count toward book value of pension liability</li> <li>SOCWA assumes Investment Risk</li> </ul>	<p><b>Section 115 Trust</b></p> <p>Can place monies in legally restricted trust</p> <ul style="list-style-type: none"> <li>Can only use monies to pay for (pension) designated costs</li> <li>Tool to manage pension liabilities             <ul style="list-style-type: none"> <li>Alternative investment vehicle to CalPERS</li> <li>Manage timing risk</li> <li>Pension Cost stabilization fund</li> <li>Make additional annual payments</li> </ul> </li> </ul>
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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

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

**Date:** February 3, 2020

**Subject:** Consideration to Adopt a Resolution Amending the Fiscal Year 2019-2020 Salary Plan to Implement Changes in the Executive Management Compensation Plan and Changes in Minimum Wage for Certain Part-time Employees

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7980 (Attachment "A") amending the Fiscal Year (FY) 2019-2020 Salary Plan to implement changes in the approved Executive Management Compensation Plan and changes in minimum wage for certain part-time employees; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. On August 3, 2015, the City Council adopted Resolution No. 7692 setting the Executive Compensation Plan for the Department Head classifications appointed by the City Manager, which included: a) Deputy City Manager/Director of Public Works, b) Director of Community Development, c) Director of Finance, and d) Director of Recreation and Community Services.
2. On November 21, 2016, the City Council approved a four-year Memorandum of Understanding (MOU) (Contract No. 1838) with the San Fernando Part-time Employees Bargaining Unit (SFPEBU) that includes certain provisions in employee wages for FY 2016-2017 through FY 2019-2020.
3. On August 7, 2017, the City Council adopted Resolution No. 7807, amending Resolution No. 7692, to: a) add the Police Chief classification to the Executive Compensation Plan, b) create the Deputy City Manager assignment and related special pay, and c) reduce the accrued annual leave cap from 800 hours to 400 hours.

**Consideration to Adopt a Resolution Amending the FY 2019-2020 Salary Plan to Implement Changes in the Executive Management Compensation Plan and Changes in Minimum Wage for Certain Part-time Employees**

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4. On January 27, 2020, the City Council adopted Resolution No. 7973, which rescinded Resolution Nos. 7692 and 7807, and established new salaries and benefits for Department Head classifications (Executive Compensation Plan).
5. On February 3, 2020, the City Council will consider changes to salaries and benefits for the City Manager and City Clerk positions, which are reflected in this Resolution, pending final approval of each respective contract amendment.

**ANALYSIS:**

Executive Management Compensation Plan.

Pursuant to City Council approval of new salaries and benefits as part of the Executive Management Compensation Plan for Department Head classifications, City Manager and City Clerk, it is necessary to amend the FY 2019-2020 Salary Plan in order to reflect, as well as implement applicable changes and provisions. Highlights of the changes and provisions include the following:

1. Salary Adjustments (by effective date):

- July 1, 2019: 4.0% with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost for Department Heads including the City Clerk (excludes Director of Recreation and Community Services).
- January 1, 2020: Equity adjustments as follows:
  - a) City Manager: 10.3% (employee will pay 2% of salary toward CalPERS costs)
  - b) Police Chief: 9.0%
  - c) Director of Public Works: 12.0%
  - d) Director of Community Development: 3.5%
  - e) Director of Finance: 3.5%
- Each July 1<sup>st</sup>, 2020 through 2022: 4.0% Cost of Living Adjustments (COLA) for Department Heads including the Director of Recreation and Community Services, City Manager and City Clerk, with Classic CalPERS employees picking up an additional 1.0% of the City's CalPERS cost (employee contributing a total of 4% of salary toward CalPERS costs by FY 2021-22). The City Manager picks up an additional 2% of the City's CalPERS cost each year from July 1, 2020 through July 1, 2022.
- July 1, 2023: 3.0%



**Consideration to Adopt a Resolution Amending the FY 2019-2020 Salary Plan to Implement Changes in the Executive Management Compensation Plan and Changes in Minimum Wage for Certain Part-time Employees**

Page 3 of 4

2. Continues the full flex cafeteria plan for all Executive Management employees. The flex dollar amount will be adjusted each January 1<sup>st</sup> based on the average change from the prior year's monthly premiums, not to exceed 4%.
3. Beginning February 1, 2020, the amount paid to employees that opt out of the City's health benefits (currently \$878 per month) is reduced to \$845 per month each year. The opt out amount will be reduced by an additional \$50 per month each January 1<sup>st</sup>.

**Part-time Employees Minimum Wage Increase.**

The approved MOU (Contract No. 1838) between the City and SFPEBU includes an agreement by the City to comply with Senate Bill (SB) 3, which was signed into law on April 4, 2016 implementing certain minimum wage increases on January 1<sup>st</sup> of each year through January 1, 2022 as follows:

- a. January 1, 2017: \$10.50 per hour
- b. January 1, 2018: \$11.00 per hour
- c. January 1, 2019: \$12.00 per hour
- d. January 1, 2020: \$13.00 per hour
- e. January 1, 2021: \$14.00 per hour
- f. January 1, 2022: \$15.00 per hour

The City is up to date on the implementation of the minimum wage provisions. However, it is necessary to amend the FY 2019-2020 Salary Plan to reflect the latest minimum wage, which is \$13.00 per hour, effective January 1, 2020. Nine part-time job classifications are impacted by the January 1, 2020 increase, and those are reflected in Resolution No. 7980 (Attachment "A").

**BUDGET IMPACT:**

The total annual net additional cost of the Executive Management Compensation Plan is outlined in the table below:

<b>Fiscal Year</b>	<b>General Fund</b>	<b>Retirement Fund</b>
2019-2020	\$46,400	\$1,100
2020-2021 Additional Cost	\$34,900	(\$7,880)
2021-2022 Additional Cost	\$36,300	(\$2,100)
2022-2023 Additional Cost	\$37,750	(\$2,455)
2023-2024 Additional Cost	\$29,450	\$3,225

**Consideration to Adopt a Resolution Amending the FY 2019-2020 Salary Plan to Implement Changes in the Executive Management Compensation Plan and Changes in Minimum Wage for Certain Part-time Employees**Page 4 of 4

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The largest impact to the General Fund is in the first year of the contract due primarily to the equity adjustments to make department head positions more competitive in the labor market, increase retention, and avoid compaction issues. Savings in the Retirement Fund offset a portion of the increased cost in the General Fund. Sufficient contingency funds and salary savings from vacant positions are included in the FY 2019-2020 Adopted Budget to cover the first year of the Resolution.

The total additional cost of the State mandated minimum wage increase for FY 2019-2020 is approximately \$15,000. Sufficient funds are included in the FY 2019-2020 Adopted Budget to cover the cost of this increase.

**CONCLUSION:**

Approval of the amended Salary Plan is necessary to implement the provisions in Resolution No. 7973, as well as MOU (Contract No. 1838) between the City and SFPEBU, respectively, and to comply with California state law.

**ATTACHMENT:**

A. Resolution No. 7980

## ATTACHMENT "A"

## RESOLUTION NO. 7980

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN  
FERNANDO AMENDING PORTIONS OF SECTIONS 1, 2 AND 3 OF  
RESOLUTION NO. 7919, ADOPTED JUNE 17, 2019**

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

**SECTION 1:** That that portion of Section 1 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting "Schedule DH For Department Heads (Unrepresented)" on page 4, and replacing it with the following, effective the first day of the first full pay period following July 1, 2019:

<b>SCHEDULE DH FOR DEPARTMENT HEADS (UNREPRESENTED)</b>					
<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>75</b>	<b>9130</b>	<b>9587</b>	<b>10066</b>	<b>10569</b>	<b>11098</b>
<b>79</b>	<b>10482</b>	<b>11006</b>	<b>11555</b>	<b>12135</b>	<b>12739</b>
<b>82</b>	<b>11810</b>	<b>12401</b>	<b>13021</b>	<b>13672</b>	<b>14356</b>

**SECTION 2:** That that portion of Sub-section A of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting the following on pages 5 and 6, effective the first day of the first full pay period following July 1, 2019:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
City Clerk	FLAT RATE	8936.53				
Director of Community Development	79DH	10079	10583	11111	11668	12249
Director of Finance	79DH	10079	10583	11111	11668	12249
Director of Public Works	79DH	10079	10583	11111	11668	12249
Police Chief	FLAT RATE	13804				

**SECTION 3:** That effective the first day of the first full pay period beginning after July 1, 2019, that Section 2 above, and that portion of Sub-section A of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by adding “Flat Rates” and “Salary Steps A thru E” for the specified classifications on pages 5 and 6, which reflects a four percent (4%) increase to the base salaries of respective classifications, with each classic CalPERS member picking up one percent (1%) of the City’s contribution to CalPERS:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
E City Clerk	FLAT RATE	9293.99				
Director of Community Development	79DH	10482	11006	11555	12135	12739
Director of Finance	79DH	10482	11006	11555	12135	12739
Director of Public Works	79DH	10482	11006	11555	12135	12739
Police Chief	82DH	11810	12401	13021	13672	14356

**SECTION 4:** That effective the first day of the first full pay period following January 1, 2020, that Section 1 above, and that portion of Sub-section A of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Schedule DH for Department Heads (Unrepresented),” and replacing it with the following “Salary Steps A thru E,” which reflects various equity adjustments for respective classifications:

<b>SCHEDULE DH FOR DEPARTMENT HEADS (UNREPRESENTED)</b>						
<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	
<b>75</b>	<b>9130</b>	<b>9587</b>	<b>10066</b>	<b>10569</b>	<b>11098</b>	
<b>79</b>	<b>10849</b>	<b>11391</b>	<b>11959</b>	<b>12560</b>	<b>13185</b>	
<b>82</b>	<b>11740</b>	<b>12327</b>	<b>12942</b>	<b>13591</b>	<b>14268</b>	
<b>84</b>	<b>12873</b>	<b>13517</b>	<b>14193</b>	<b>14902</b>	<b>15648</b>	

**SECTION 5:** That effective the first day of the first full pay period following January 1, 2020, that that portion of Sub-section A of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting Section 3 above, and replacing with the following

“Salary Steps A thru E” to be added to pages 5 and 6 for specified classifications, which reflects the following equity adjustments: City Manager, 10.3%; Police Chief, 9%; Director of Public Works, 12%; Director of Community Development, 3.5%; and Director of Finance, 3.5%. There are no adjustments to the City Clerk and Director of Recreation and Community Services job classifications. Each classic CalPERS member picks up one percent (1%) of the City’s contribution to CalPERS, except for the City Manager, who picks up two percent (2%):

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
City Clerk	FLAT RATE	9293.99				
City Manager	FLAT RATE	17000.00				
Director of Community Development	79DH	10849	11391	11959	12560	13185
Director of Finance	79DH	10849	11391	11959	12560	13185
Director of Public Works	82DH	11740	12327	12942	13591	14268
Director of Recreation and Community Services	75DH	9130	9587	10066	10569	11098
Police Chief	84DH	12873	13517	14193	14902	15648

**SECTION 6:** That that portion of Section 1 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Schedule H For Part-Time Hourly Employees (SPEBU)” on page 4, and replacing it with the following, effective the first pay period which includes January 1, 2020:

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

<u>SALARY RANGE NUMBER</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
44	13.00	13.55	14.12	14.72	15.36
45	13.20	13.79	14.43	15.08	15.76
47	13.62	14.21	14.84	15.48	16.16
48	13.81	14.44	15.08	15.76	16.55
52	14.26	14.89	15.53	16.21	16.92
65	14.67	15.48	16.34	17.25	18.18

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

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>71</b>	<b>17.11</b>	<b>17.93</b>	<b>18.79</b>	<b>19.68</b>	<b>20.62</b>
<b>94</b>	<b>20.71</b>	<b>21.86</b>	<b>23.08</b>	<b>24.33</b>	<b>25.67</b>

**SECTION 7:** That that portion of Sub-section B of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting the Salary Schedule on Page 8 for the job classifications specified hereunder, and replacing it with the following, effective the first pay period which includes January 1, 2020. This reflects an eight and three-tenths percent (8.3%) minimum wage increase:

<b><u>CLASSIFICATION</u></b>	<b><u>SALARY RANGE NUMBER/ SCHEDULE</u></b>	<b><u>STEP A</u></b>	<b><u>STEP B</u></b>	<b><u>STEP C</u></b>	<b><u>STEP D</u></b>	<b><u>STEP E</u></b>
Crossing Guard	44H	13.00	13.55	14.12	14.72	15.36
Day Camp Counselor	44H	13.00	13.55	14.12	14.72	15.36
Junior Cadet	45H	13.20	13.79	14.43	15.08	15.76
Office Clerk/Cashier	48H	13.81	14.44	15.08	15.76	16.55
Pool Attendant/Cashier	44H	13.00	13.55	14.12	14.72	15.36
Recreation Leader I	44H	13.00	13.55	14.12	14.72	15.36
Recreation Leader II	47H	13.62	14.21	14.84	15.48	16.16
Recreation Leader III	71H	17.11	17.93	18.79	19.68	20.62
Senior Day Camp Counselor	52H	14.26	14.89	15.53	16.21	16.92

**SECTION 8:** That that portion of Sub-sections F, G, H and I of Section 3 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting the specified benefits on pages 30 thru 34, and replacing them with the following benefits for City Manager, City Clerk, Police Chief, and all Department Heads, for Fiscal Year 2019-2020:

**(1) SALARY**

Salary Adjustments (by effective date):

- July 1, 2019: 4.0% with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost for Department Heads including the City Clerk (excludes the City Manager and Director of Recreation and Community Services).
- January 1, 2020: Equity adjustments as follows:
  - a) City Manager: 10.3%
  - b) Police Chief: 9.0%
  - c) Director of Public Works: 12.0%
  - d) Director of Community Development: 3.5%
  - e) Director of Finance: 3.5%
- The salaries shown here reflect stipulations from Resolution No. 7973, and include equity and cost of living adjustments for Fiscal Year 2019-2020 ( Note: Each classic CalPERS member picks up 1% of the City's CalPERS contribution, except for the City Manager, who picks up 2%).

**(2) OTHER BENEFITS**

The City shall continue the full flex cafeteria plan for all Executive Management employees. The flex dollar amount will be adjusted each January 1<sup>st</sup> based on the average change from the prior year's monthly premiums, not to exceed 4%.

Beginning February 1, 2020, the amount paid to employees that opt out of the City's health benefits (currently \$878 per month) is reduced to \$845 per month each year. The opt out amount will be reduced by an additional \$50 per month each January 1<sup>st</sup>.

For other benefits applicable to the City Manager, City Clerk and Department Heads, please refer to Resolution No. 7973 and/or other applicable Contracts.

**SECTION 9:** Except as amended herein, all other provisions of Resolution No. 7919, adopted June 17, 2019, remains unchanged and in full force and effect.

**SECTION 10:** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED** this 3<sup>th</sup> day of February, 2020.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 3<sup>th</sup> day of February, 2020, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk





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## AGENDA REPORT

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**To:** Vice Mayor Hector A. Pacheco and Councilmembers

**From:** Mayor Joel Fajardo and Councilmember Mary Mendoza

**Date:** February 3, 2020

**Subject:** Discussion of Providing Letters to Legislators Regarding Existing and Pending Housing Laws

### RECOMMENDATION:

This is to discuss new California housing laws and authorize the City Manager to prepare letters on behalf of the City Council in support or opposition of pending or current housing related legislation.

### BUDGET IMPACT:

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

### ATTACHMENT:

A. Accessory Dwelling Units Article

## REAL ESTATE

6

# Will California's new ADU laws create a backyard building boom?

*A package of legislation passed in California may accelerate the creation of new housing in single-family neighborhoods*

By **Patrick Sisson** | Oct 11, 2019, 12:00pm EDT



An ADU designed by Lanefab Design/Build, a Vancouver, Canada-based firm that specializes in designing these smaller homes. | Courtesy Lanefab

California's housing and affordability crisis isn't going away any time soon. But a slate of new state laws have empowered homeowners to use a small but significant tool that advocates say will create an increase in new units and new opportunities.

Accessory dwelling units, or ADUs—small structures, typically under 1,000 square feet, that are built by homeowners on their properties—became a centerpiece of state housing legislation this week after five bills were signed into law expanding the ability for Californians to build such structures in their backyards. By allowing residents to both build a small apartment and convert their garage, the legislative package, in effect, allows triplexes in much of the state.

“People will be able to have an ADU and a junior ADU on single family lots, or they can convert two garages on a duplex lot,” says Ira Belgrade, an [advocate and consultant](#) for ADU construction in Los Angeles and runs the site [YimbyLA](#). “That’s big for LA!”

State Sen. Bob Wieckowski, a Democrat from the Bay Area and longtime ADU advocate who’s successfully backed three ADU bills in four years, says there’s recently been a surge in production in cities such as San Diego, San Jose and [Los Angeles](#). A number of ADU developers have told him that they’re looking to hire and expand.



“I’ve always said they are a critical part of what needs to be a multi-faceted solution to our housing shortage,” says Sen. Wieckowski. “There is no single solution. But I do believe ADUs can make a dent in our housing shortage. If 10 percent of homeowners built an ADU, that would be roughly 900,000 new units. In the San Francisco Bay Area, that would amount to 150,000 new homes, mixed in throughout existing neighborhoods, at no cost to taxpayers.”

### **Can these laws create an ADU building boom?**

ADUs can’t compete with new apartments in terms of delivering the numbers of units needed to fix [California’s housing shortage](#). But any new units help. And the new slate of laws signed by California Gov. Gavin Newsom this week may help create a new ADU building boom in the state, part of continued growth in ADU construction across the country.

“We have only scratched the surface of much of a dent ADUs can make in the housing market,” says Kol Peterson, a Portland-based ADU expert and author of [\*Backdoor Revolution\*](#), a guide to ADU development. “Single family properties still dominate major American metropolitan centers, but there’s theoretical potential to double or [triple the housing capacity](#) of those properties as more jurisdictions allow not just one ADU, but two”.

Permits in California grew nearly 50 percent between 2017 and 2018, and roughly 7,000 ADUs were permitted across the state last year, according to figures gathered by Abodu, a San Jose-based ADU construction firm. If cities act quickly on new state legislation, there’s no reason Californians can’t build 10,000 ADUs statewide in 2020, according to Abodu. And there’s room to grow. Abodu predicts San Jose alone could support 120,000 ADUs, while the entire Bay Area has one million lots that could build an additional unit.

This isn’t the first time new laws have helped speed up such construction. According to figures from Dan Bertolet, senior researcher at the Sightlines Institute, after California liberalized ADU rules in 2017, they accounted for one in five of LA’s total housing building permits in 2018. Other states have also taken big steps to increase this kind of housing production, especially Oregon’s recently [passed House Bill 2001](#), which both legalizes duplexes and bans a requirement for owner occupancy of ADUs.

Vancouver remains the [model for this kind of construction](#): the city has allowed these types of buildings for much longer, which have become a core part of the housing stock. [At least a third of the city’s single-family housing lots](#) have at least one ADU.

Bertolet believes the biggest change for California is the elimination of minimum lot size requirements; those limits previously held back many Californians from being able to access ADUs. New policy also dictates that owner-occupancy of ADUs isn’t required, homeowners can add two units per lot, and parking minimums are capped near transit.

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#### RELATED

**[Why tiny ADUs may be a big answer to the urban housing crisis](#)**

**[How to build an ADU in Los Angeles](#)**

**[San Francisco ditches fees for affordable housing and in-laws to speed up housing](#)**

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There's also a lot more awareness about ADUs now, in the Golden State and elsewhere. Sen. Wieckowski says companies and nonprofits, such as the Housing Trust Silicon Valley and the state's Department of Housing and Community Development, have been educating consumers about this options, and cities across the state and country are updating their own laws to show homeowners what's possible. Peterson sees the market becoming more sophisticated; financing products are being developed, entrepreneurs are stepping into the market to help create more affordable ADUs, public private partnerships are experimenting with using ADUs to help provide housing for lower income households.

"The same issues and concerns come up across the country; neighborhood character, parking, excessive requirements." Sen. Wieckowski says. "But more cities are realizing this is a great way to increase housing."

### **Financing ADUs is still a problem**

There's one significant challenge to creating a true ADU building spree: paying for them.

"The biggest problem are the banks," says Belgrade. "They haven't figured out ADUs yet. What they need to do is come up with new loan products specifically for people building ADUs that will be rentals, because many people don't have the money or the ability to borrow based on current lending practices."

Bertolet agrees. There's a huge potential for an increase in total units, he says, but because ADU construction is done by homeowners, not highly capitalized construction firms, new units won't go up overnight. New laws seek to help; the just-signed State Bill 13, which was backed by Sen. Wieckowski, eliminated excessive developer impact fees, which could be up to one-half the total cost of a new ADU. But financing remains a significant hurdle. A handful of companies are attempting to create turnkey schemes, some involving modular construction, that would help to quickly provide property owners with an ADU in exchange for a cut of the rent.

But even if they don't take off in just the way advocates expect, Bertolet says, or the industry takes a while to figure out funding, any increase in ADU production is a big boost to equity.



“Even if ADUs don’t take a big chunk out of the shortage, they improve equity by giving lower-income people access to expensive, single-family neighborhoods that tend to have the best schools and parks,” he says.

And, as Peterson says, check back in 50 years. Market penetration is still very low; Portland, a center for ADU construction, has only hit 2 percent penetration. As coastal cities see land value and housing continue to skyrocket, ADUs may be a necessity to help offset a pricy mortgage.



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