



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
FEBRUARY 18, 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 Student of the Month Briana Villaseñor

PRESENTATION

- A) CERTIFICATE OF RECOGNITION – STUDENT OF THE MONTH
- Briana Villaseñor – Academy of Scientific Exploration
- Education Commission Chair David Govea

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.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – February 18, 2020**Page 2 of 6

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) REQUEST TO APPROVE MINUTES OF:

- a. MAY 9, 2016 – SPECIAL MEETING
- b. JULY 18, 2016 – REGULAR MEETING
- c. NOVEMBER 21, 2016 – REGULAR MEETING
- d. MARCH 5, 2018 – REGULAR MEETING
- e. SEPTEMBER 17, 2018 – REGULAR MEETING
- f. DECEMBER 3, 2018 – SPECIAL MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 20-022 approving the Warrant Register.

3) 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.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – February 18, 2020**Page 3 of 6

4) 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:

- 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.

5) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KOA CORPORATION FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR GLENOAKS BOULEVARD RESURFACING AND HIGHWAY IMPROVEMENT SAFETY PROJECT FEDERAL PROJECT NO. HSIPL-5202(018), JOB NO. 7595

Recommend that the City Council:

- a. Award a Professional Services Agreement (Contract No. 1942) to KOA Corporation for construction management and inspection services in an amount not-to-exceed \$178,400; and
- b. Authorize the City Manager to execute the contract and all related documents.

6) CONSIDERATION TO APPROVE FISCAL YEAR 2020-2021 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER'S REPORT

Recommend that the City Council:

- a. Adopt Resolution No. 7982 initiating the proceedings for the Fiscal Year 2020-2021 Levy of Annual Assessments for the Landscaping and Lighting Assessment District; and
- b. Order the preparation of the Engineer's Report by Willdan Engineering in an amount not to exceed \$5,000.

7) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2019–2020 SALARY PLAN TO IMPLEMENT NEGOTIATED WAGE ADJUSTMENTS FOR THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION – POLICE MANAGEMENT UNIT

Recommend that the City Council:

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – February 18, 2020**Page 4 of 6

- a. Adopt Resolution No. 7983 amending the Fiscal Year 2019–2020 Salary Plan to implement negotiated wage adjustments for the San Fernando Police Officers' Association – Police Management Unit;
- b. Approve the implementation of the updated and negotiated wages for all applicable employees; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

8) CONSIDERATION TO APPROVE AN AGREEMENT FOR SPECIAL SERVICES WITH LIEBERT CASSIDY WHITMORE

Recommend that the City Council:

- a. Approve an Agreement for Special Services (Contract No. 1941) with Liebert Cassidy Whitmore to continue to provide general labor and employment law services as per the firm's current fee schedule; and
- b. Authorize the City Manager to execute all related documents.

9) CONSIDERATION TO AUTHORIZE THE PURCHASE AND INSTALLATION OF CRADLEPOINT IBR900 WIRELESS MODEMS AND APPROVE A RESOLUTION AMENDING THE FISCAL YEAR 2019-2020 ADOPTED BUDGET

Recommend that the City Council:

- a. Approve Resolution No. 7984 amending the Fiscal Year 2019-2020 Adopted Budget to appropriate available Asset Seizure Funds in the amount of \$37,000;
- b. Approve the purchase of 20 Cradlepoint IBR900 wireless modems (which includes four spare/backup devices) from AT&T and authorize the City Manager to execute a Purchase Order in the amount of \$30,296; and
- c. Approve the installation of 16 Cradlepoint IBR900 wireless modems by KR Nida Corporation and authorize the City Manager to execute a Purchase Order in the amount of \$6,392.

10) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING USER FEES AND CHARGES FOR SERVICES PROVIDED BY THE RECREATION AND COMMUNITY SERVICES DEPARTMENT

Recommend that the City Council adopt Resolution No. 7981 setting fees and charges associated with the programs and activities conducted by the Recreation and Community Services Department.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – February 18, 2020**Page 5 of 6

ADMINISTRATIVE REPORTS**11) CONSIDERATION TO ADOPT A RESOLUTION AND APPROVE AN INSTALLMENT SALE AGREEMENT TO PURCHASE PROPERTY LOCATED AT 13441 FOOTHILL BOULEVARD, LOS ANGELES**

Recommend that the City Council:

- a. Adopt Resolution No. 7985 approving an Installment Sale Agreement; and authorizing certain actions in connection therewith;
- b. Authorize the City Manager to execute an Installment Sale Agreement (Contract No. 1943) with JPMorgan Chase Bank, N.A.; and
- c. Authorize the City Manager to make non-substantive edits and execute all related documents.

12) PRESENTATION OF FISCAL YEAR 2018-2019 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Recommend that the City Council receive and file a presentation of the Fiscal Year 2018-2019 Comprehensive Annual Financial Report.

13) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE NO. 1692 TO UPDATE THE CITY OF SAN FERNANDO'S WATER POLICIES TO COMPLY WITH SENATE BILL 998 (SB 998)

Recommend that the City Council:

- a. Waive full reading and adopt Urgency Ordinance No. 1692 by title, "An urgency ordinance of the City Council of the City of San Fernando, California, amending provisions of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code concerning the discontinuation of residential water service for Nonpayment." **This Urgency Ordinance is introduced pursuant to Government Code Sections 36934 and 36937 and requires a four-fifths (4/5th's) vote for adoption;** and
- b. Authorize City Manager to direct staff to monitor issues, current policies and bring any other requirements related to SB 998 to the City Council at a future meeting.

14) CONSIDERATION TO PREPARE A LETTER URGING THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM BOARD TO ADOPT A POLICY TO DIVEST FROM INVESTMENTS IN FOR-PROFIT PRISONS

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

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – February 18, 2020**

Page 6 of 6

15) DISCUSSION REGARDING CELEBRATING THE 100-YEAR ANNIVERSARY OF WOMEN'S RIGHT TO VOTE

This item was placed on the agenda by Councilmember Sylvia Ballin.

16) DISCUSSION REGARDING THE FORMATION OF AN AD HOC COMMITTEE PERTAINING TO CITY MURALS

This item was placed on the agenda by Councilmember Sylvia Ballin.

17) DISCUSSION REGARDING A GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD MEMBER STIPEND

This item was placed on the agenda by Councilmember Sylvia Ballin.

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: February 13, 2020 (5:00 p.m.)

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

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MAY 9, 2016 – 4:30 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales called the meeting to order at 4:30 p.m.

Present:

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

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

PLEDGE OF ALLEGIANCE

Led by Mayor Robert C. Gonzales

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

STUDY SESSION

1) FISCAL YEAR 2016-2017 BUDGET STUDY SESSION NO. 1

City Manager Brian Saeki presented the staff report.

Brief discussion followed regarding tuition reimbursement, clarification of one-time enhancements and tuition versus staff training.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – May 9, 2016**

Page 2

City Manager Saeki continued presenting budget information for Administration.

City Clerk Chávez presented her department's budget details.

Discussion followed regarding destruction of records, the next records destruction event, the budget related to hiring a full-time Deputy City Clerk, overtime issues, the possibility of removing the Education Commission from the City Clerk's purview, the importance of cross-training staff on critical tasks, efforts towards election reform and considering having the City pay for a recount if two candidates are within 1% of each other.

Ensuing discussion pertained to training Department Heads on updating the City website and the possibility of hiring a webmaster or outsourcing those services.

City Manager Saeki noted the City went out to bid and the costs for a webmaster was \$75,000; addressed budget constraints and stated it is unfeasible at this time. Costs will drop significantly, once the website is up and running.

Finance Director Nick Kimball presented the Finance Department's budget.

Discussion followed regarding proceeding with the minimum-wage study, moving forward with community outreach and the accomplishments of the Finance Department so far.

Community Development Director Fred Ramirez presented the Community Development and Safety Department's budget.

Discussion followed regarding the need to attract businesses to the Downtown Mall, monitoring which businesses come into the City, the need for Council to provide direction in terms of developing an economic development strategic plan to attract and sustain businesses, and efforts to become business friendly. Brief discussions followed regarding scheduling a development round-table and generating an inventory of commercial vacancies in the City.

Police Chief Anthony Vairo presented details of the Police Department's budget.

Ensuing discussion pertained to increasing efforts to recruit for vacant Police positions, challenges with smaller agencies, decreasing overtime, changes in structuring internal charges and appropriations and funding for DUI checkpoints.

Deputy City Manager/Public Works Director Chris Marcarello presented details of the Department of Public Works budget including Capital Improvement Projects.

Discussion followed regarding grant funding sources, water and sewer operation costs, the status of the Brand Blvd. trees fund, improvements on Glenoaks Blvd., plans for electric vehicle charging stations, status of the City's nitrate system and the water master plan, the possibility of integrating a rain-water capturing system and the importance of conducting an assessment on the status of City streets.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – May 9, 2016**

Page 3

Recreation and Community Services Director Ismael Aguila discussed the Recreation and Community Services Department budget.

Discussion followed regarding the status of improvements at Pioneer Park, the tennis program, consideration of a skate park, the need for improved lighting in City parks and facilities and the Farmers Market and Community Garden.

City Manager Saeki reported Council comments will be incorporated into the budget document and the item will be brought back for Council's consideration in June.

2) VICE MAYOR JOEL FAJARDO'S PROJECTS UPDATE

Vice Mayor Fajardo reported he has been working with staff on a matter of items and provided a brief status update, giving opportunities for Council questions. There were no questions from Council at this time.

ADJOURNMENT (6:53 P.M.)

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 9, 2016 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JULY 18, 2016 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

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

Present:

Council: Mayor Robert C. Gonzales, Vice Mayor Joel Fajardo, and Councilmembers Antonio Lopez (arrived at 6:30 p.m.), Jaime Soto, Sylvia Ballin

Staff: City Manager Brian Saeki, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer Samantha Martinez.

APPROVAL OF AGENDA

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

PRESENTATIONS

The following presentations were made:

- a) PARKS & RECREATION MONTH – JULY
- b) TRIBUTE TO OUR TROOPS (Pulled from the agenda)
- c) CERTIFICATE OF RECOGNITION FOR LITTLE LIBRARY BOOK DONATION – ISABELLA MEZA

SAN FERNANDO CITY COUNCIL**MINUTES – July 18, 2016****Page 2**

- d) PRESENTATION REGARDING EVENTS IN ORLANDO, FLORIDA, AND DALLAS, TEXAS

PUBLIC STATEMENTS – WRITTEN/ORAL

Michael Spann discussed a letter he received from Republic Services regarding a trash bill that had not been paid by his tenant from the previous year and said he was concerned that it will affect his credit and taxes.

Reina Bibber said she received a letter from the City that a lien would be placed on her property (her former tenants left owing a bill) and stated that new tenants moved in and requested service for water, but have not received a bill from the City and she asked for Council's help.

Renato Kahn complained about the same issue noting he received a letter from Republic and another from the City, claiming no payment for one year, but he never received notice. He added amounts due were different, and the City is threatening to place a lien on his property.

Hermes Ayala, on behalf of Assemblywoman Patty Lopez, announced upcoming workshops and events.

Angel Chacon reported the need for increased maintenance and cleaning at San Fernando Park basketball courts and expressed a safety concern regarding a radio near the County pool site.

Ronnie Veliz discussed a recent townhall meeting held by Councilmember Soto and commented positively on the event. He thanked Mayor Gonzales for his prompt response to his concerns.

CONSENT CALENDAR

Councilmember Ballin requested to pull Item No. 4 for further discussion.

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

- 1) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO AWARD A CONTRACT FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM, PEDESTRIAN HEAD REPLACEMENT PROJECT HSIPL-5202(017), JOB NO. 7593
- 3) CONSIDERATION TO AWARD A CONTRACT FOR 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION, JOB NO. 7594, PLAN NO. P-721

SAN FERNANDO CITY COUNCIL**MINUTES – July 18, 2016****Page 3**

- 5) CONSIDERATION TO ADOPT A RESOLUTION FOR THE PURCHASE OF FOUR CATALYST 3850-48T-L ETHERNET SWITCHES
- 6) CONSIDERATION TO ADOPT A RESOLUTION FOR THE PURCHASE, INSTALLATION AND TRAINING OF TRITECH INFORM RECORDS MANAGEMENT SYSTEM (RMS) AND FIELD BASE REPORTING (FBR)
- 7) CONSIDERATION TO APPROVE SUBAWARD AGREEMENT WITH COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES FOR ELDERLY NUTRITION PROGRAM SERVICES
- 8) NOTICE OF COMPLETION – BRAND BOULEVARD WATERWISE LANDSCAPING, PROJECT NO. 7591, PLAN NO. 717
- 9) CONSIDERATION TO APPROVE A RESOLUTION ADOPTING A PLAN TO CONSOLIDATE FUTURE ELECTIONS WITH A STATEWIDE ELECTION NO LATER THAN THE NOVEMBER 8, 2022 STATEWIDE GENERAL ELECTION

By consensus, the motion carried.

Items Pulled for Further Discussion

- 4) CONSIDERATION TO APPROVE AN AGREEMENT FOR SPECIAL SERVICES WITH LIEBERT CASSIDY WHITMORE

Staff replied to Councilmember Ballin's request for clarification regarding the providers of service.

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to:

- a. Approve an Agreement for Special Services (Contract No. 1829) with the law firm of Liebert Cassidy Whitmore;
- b. Authorize the City Manager to execute the Agreement; and
- c. Authorize staff to utilize the services of Olivarez Madruga, P.C. for additional representational, litigation, and other employment relations services.

By consensus, the motion carried.

The following item was moved up on the agenda.

ADMINISTRATIVE REPORTS

- 12) APPOINTMENT TO THE TRANSPORTATION AND SAFETY COMMISSION

Vice Mayor Fajardo introduced David Bernal who made a few comments.

SAN FERNANDO CITY COUNCIL**MINUTES – July 18, 2016****Page 4**

At this time, Councilmember Soto stepped out of the Chambers.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to appoint David Bernal to the Transportation and Safety Commission as Vice Mayor Fajardo's representative.

The motion carried with the following vote:

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

PUBLIC HEARING

10) CONSIDERATION TO ADOPT A RESOLUTION FOR THE PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES BILLINGS

Mayor Gonzales declared the Public Hearing open.

City Manager Saeki presented details of the staff report.

Rafael Garcia, Republic Services Municipal Relationship Manager, replied to questions from Councilmembers regarding discrepancies in amounts due, determining the right amounts due and ensuring timely notification to property owners.

City Manager Saeki offered to work with residents and Republic to find solutions and subsequently, provide Council with updates.

Discussion followed regarding the original number of delinquent accounts versus the current number, the possibility offering first-time waivers or grace periods, the importance of keeping property owners in the loop, restructuring the process to bill property owners directly, credit impacts on individual property owners, availability of a payment plan, and establishing a clear, documented process.

Mayor Gonzales called for public testimony.

(Male speaker – did not state name) felt the problem is that the City will not allow Republic to suspend service, reported his tenant was deceased and Republic continued billing her as they could not stop service.

(Female speaker – did not state name) expressed concerns with discrepancies in the billing amounts and asked for clarity.

(Male speaker – did not state name) questioned why Republic took over one year to notify him that his tenants had not paid their bill.

SAN FERNANDO CITY COUNCIL**MINUTES – July 18, 2016****Page 5**

(Female speaker – did not state name) spoke in opposition to imposing a lien on her property for the failure of a tenant to pay their bills. She opined there is a deficiency in the process and noted the need for improved communication.

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

Discussion continued regarding notifying every landlord that, going forward, they are responsible to the bill, sending notices earlier in the process and considering the ordinance structure and avoiding impacts to property owners' personal credit.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to adopt Resolution No. 7748 authorizing the placement of a lien against real property as a special assessment on property tax bills for the collection of delinquent solid waste billings after review of an updated list on August 5, 2016, to delete accounts that become current with direction to report back to City Council if there are direct consequences to personal credit.

The motion carried with the following vote:

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

11) **CONSIDERATION OF THE FISCAL YEAR (FY) 2016-2017 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT PUBLIC HEARING AND CONFIRMATION OF ASSESSMENT**

Mayor Gonzales declared the Public Hearing open.

Deputy City Manager/Public Works Director Chris Marcarello presented the staff report.

Mayor Gonzales called for public testimony; there were no public comments.

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

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

- a. Conduct a Public Hearing by following the Order of Procedure;
- b. Adopt Resolution No. 7750 ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and
- c. Adopt Resolution No. 7751 approving the Final Engineer's Report for the FY 2016-2017 Landscaping and Lighting Assessment District.

SAN FERNANDO CITY COUNCIL**MINUTES – July 18, 2016****Page 6**

The motion carried with the following vote:

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

ADMINISTRATIVE REPORTS (CONTINUED)

13) CONSIDERATION TO APPROVE NON-EXCLUSIVE LICENSE AGREEMENT WITH THE FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS FOR CULTURAL ENRICHMENT PROGRAMS

Recreation and Community Services Director Ismael Aguila gave the staff report and replied to questions from Councilmembers.

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

- a. Authorize the City Manager to execute Non-Exclusive License Agreement (Contract No. 1832) with the Fernandeno Tataviam Band of Mission Indians for Cultural Enrichment Programs; and
- b. Adopt Resolution No. 7755 to increase expenditures of Fiscal Year (FY) 2016-2017 Fund 017 budget by \$1,500 to fund staffing costs for Indigenous Day in October of 2016.

By consensus, the motion carried.

14) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH PLAZA COMUNITARIA SINALOA FOR ADULT EDUCATION CLASSES

Recreation and Community Services Director Aguila gave the staff report and replied to questions from Councilmembers.

Brief discussion followed regarding the term of the agreement and requiring the licensee to provide class statistics.

Motion by Mayor Gonzales, seconded by Councilmember Lopez to:

- a. Authorize the City Manager to execute a Non-exclusive License Agreement (Contract No. 1825) with Plaza Comunitaria Sinaloa to grant access for implementation of adult education programs at Las Palmas Park;
- b. Consider waiving facility-use fees for a total of \$2,420 and also budget \$270 in City staff salaries for use of the Community Lab Room at Las Palmas Park; and
- c. Amend the agreement requiring licensees to provide a report of class statistics.

SAN FERNANDO CITY COUNCIL**MINUTES – July 18, 2016****Page 7**

By consensus, the motion carried.

15) CONSIDERATION OF AWARD OF CONTRACT FOR COMPRESSED NATURAL GAS (CNG) FUELING STATION UPGRADE PROJECT

Public Works Management Analyst Ken Jones presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Ballin, seconded by Councilmember Soto to:

- a. Approve specifications related to the City's Request for Proposal;
- b. Award a contract to Clean Energy for CNG Fueling Station Improvements at 120 Macneil Street;
- c. Authorize the City Manager, or designee, to negotiate and execute a design-build agreement in a form approved by the City Attorney (Contract No. 1824) with Clean Energy in the amount of \$1,356,683;
- d. Establish an amount of 15% of the contract amount (\$203,502), as a contingency, to cover the cost of unforeseen construction expenses; and
- e. Accept funds in the amount of \$387,091 awarded to the City by the Mobile Source Air Pollution Review Committee (MSRC) via the Clean Transportation Funding Grant Program and authorize the City Manager or designee to execute the grant agreement with MSRC.

By consensus, the motion carried.

16) UPDATE REGARDING POTENTIAL DEVELOPMENT OF A RENT CONTROL ORDINANCE AND PROGRAM

Community Development Director Fred Ramirez presented the staff report and replied to questions from Councilmembers.

Discussion followed regarding the importance of being proactive with Code Enforcement, offering waivers for owner-occupied units, getting the community involved, and the possibility of scheduling a study session for Council to thoroughly discuss the subject.

City Manager Saeki announced he would meet with individual Councilmembers to obtain input regarding a possible study session.

17) CONSIDERATION OF BUSINESS LICENSE CERTIFICATES FOR SPECIAL EVENTS

Vice Chair Fajardo presented the staff report.

SAN FERNANDO CITY COUNCIL**MINUTES – July 18, 2016****Page 8**

Discussion followed regarding staff returning with several options to minimize costs for special events.

Vice Chair Fajardo offered to meet with Mayor Gonzales and City Manager Saeki, review the pros and cons of each suggestion and return to Council with a presentation.

18) DISCUSSION OF TIMELINE FOR PRESENTING THE TRANSIT ORIENTED DEVELOPMENT (TOD) OVERLAY ZONE PROJECT

Assistant City Attorney Padilla gave an update of the City's TOD efforts and offered a timeline of the environmental impact review process and the project.

Discussion followed regarding avoiding rushing the project, expectations relative to the required water-supply assessment, sewer assessments and considering the effects of drought.

CITY COUNCIL - LIAISON UPDATES

Councilmember Lopez discussed a recent Metro Service Council meeting and Southern California Association of Governments meeting.

Councilmember Ballin discussed receipt of a copy of the Metropolitan Water District Board summary by the City Clerk and noted it is available for review by anyone interested.

Vice Mayor Fajardo reported no new Chamber meetings and referenced an upcoming Council of Governments meeting.

Mayor Gonzales discussed the upcoming Library Commission meeting and he reported he was elected to serve as the president of the Independent Cities Association.

DEPARTMENT HEADS - COMMISSION UPDATES

Recreation and Community Service Director Ismael Aguila reported on a recent Parks, Wellness, and Recreation and Community Services meeting, addressed items discussed, and listed upcoming events.

City Clerk Chávez announced an upcoming meeting of the Education Commission.

GENERAL COUNCIL COMMENTS

Councilmember Soto cautioned San Fernando Police Officers to be extra careful during patrols, reported on a recent townhall meeting and addressed an upcoming Movie Night at Casa Lopez.

Councilmember Ballin spoke about recent tragic events and spoke in support of being prepared and having lines of communication open to all the diversity within the City.

SAN FERNANDO CITY COUNCIL**MINUTES – July 18, 2016****Page 9**

Vice Mayor Fajardo thanked the Police Department for their good work and community members who participated in the recent Relay for Life event and discussed the possibility of a Pokémon event in City schools.

Mayor Gonzales commented on the Pokémon craze and commented positively on the recent Relay for Life event.

Brief discussion followed regarding Police Department calls for service during the 4th of July holiday.

STAFF COMMUNICATION

Staff presented a brief update on the City's Master Mariachi program.

ADJOURNMENT (9:30 P.M.)

Mayor Gonzales called for a moment of silence in honor of victims of the recent tragedies in Orlando, Florida and Dallas, Texas.

Motion by Councilmember Soto, seconded by Councilmember Ballin, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 18, 2016, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 21, 2016 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Vice Mayor Fajardo called the meeting to order at 6:05 p.m.

Present:

Council: Vice Mayor Joel Fajardo, and Councilmembers Antonio Lopez, and Sylvia Ballin

Staff: City Manager Brian Saeki, City Attorney Rick Olivarez, Assistant City Attorneys Richard Padilla and Joaquin Vazquez, and City Clerk Elena G. Chávez

Absent: Mayor Robert C. Gonzales, and Councilmember Jaime Soto

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer Rodriguez

APPROVAL OF AGENDA

Councilmember Ballin requested to move Item No. 9 to the City Council meeting of December 5, 2016 due to the absence of two Councilmembers.

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

PRESENTATIONS

The following presentation were made:

- a) TRIBUTE TO OUR TROOPS – U.S. Army, Specialist III Leonard Ruiz

SAN FERNANDO CITY COUNCIL**MINUTES – November 21, 2016****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Dee Akemon requested that Council discuss a red curb on Eighth Street, expressed concerns about increased traffic, speeding, noise, and pollution.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE MINUTES OF NOVEMBER 7, 2016 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO PART-TIME EMPLOYEES BARGAINING UNIT
- 4) CONSIDERATION OF REQUEST TO SEND A LETTER OF SUPPORT FOR LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD CANDIDATE
- 5) CONSIDERATION TO ADOPT AN ORDINANCE PROHIBITING OUTDOOR PERSONAL MARIJUANA CULTIVATION AND ESTABLISHING REGULATIONS AND A PERMITTING PROCESS FOR THE INDOOR PERSONAL CULTIVATION OF MARIJUANA
- 6) UPDATE REGARDING RECREATION PARK IMPROVEMENTS AND CONSIDERATION TO APPROVE CHANGE ORDER REQUEST FOR OUTDOOR FITNESS EQUIPMENT

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

Vice Mayor Fajardo announced Item No. 8 would be heard at this time.

- 8) CONSIDERATION TO APPROVE A LETTER OF SUPPORT FOR THE SAN FERNANDO COMMUNITY HEALTH CENTER

City Manager Saeki introduced Audrey Simons, Chief Executive Officer, San Fernando Community Health Center, and deferred to her for a report.

Ms. Simons provided a brief history of the San Fernando Community Health Center and the City's support for grant funding, thanked the City for its support and requested a letter of support from Council in their efforts towards a Service Area Competition grant funding.

SAN FERNANDO CITY COUNCIL**MINUTES – November 21, 2016****Page 3**

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to approve a letter of support for the San Fernando Community Health Center. By consensus, the motion carried.

7) **UPDATE ON SOLID WASTE BILLING PROCESS AND DELINQUENT ACCOUNT NOTICES TO PROPERTY OWNERS (REPUBLIC SERVICES)**

James Pledger, Republic Services, introduced attending staff members, presented brief background, and discussed the lien process (approved by Council) to address delinquent accounts.

Councilmembers concurred to receive and file the status update on the solid waste billing process and delinquency notices to property owners.

9) **DISCUSSION REGARDING COMMERCIAL CANNABIS ACTIVITIES**

Item removed under Approval of Agenda; to be continued to December 5, 2016.

CITY COUNCIL - LIAISON UPDATES

Vice Mayor Fajardo announced the Grand Opening of the Michoacán, sponsored by the Chamber of Commerce, and discussed a recent meeting of the Council of Governments (COG) where an update was given regarding Measure M.

DEPARTMENT HEADS - COMMISSION UPDATES

Recreation and Community Services Director Ismael Aguila provided an update on a recent Parks, Wellness, and Recreation Commission meeting.

Deputy City Manager/Public Works Director Chris Marcarello provided an update on a recent Transportation Commission meeting.

Community Development Director Fred Ramirez announced an upcoming special meeting of the Planning Commission.

City Clerk Elena G. Chávez announced an upcoming meeting of the Education Commission.

GENERAL COUNCIL COMMENTS

Councilmember Ballin expressed disappointment regarding election results, said that immigrants of the community are afraid, and discussed the importance of reassuring residents that City leaders will do everything to protect them and their families.

Councilmember Lopez wished City staff and residents, a Happy Thanksgiving.

Vice Mayor Fajardo discussed a recent event at Mission College and spoke about people who are committed to holding the values the City represents.

**SAN FERNANDO CITY COUNCIL
MINUTES – November 21, 2016
Page 4**

STAFF COMMUNICATION

Recreation and Community Services Director Aguila thanked staff for their hard work and assistance with the numerous events (nine weekends in a row) that have taken place.

RECESS TO CLOSED SESSION (6:30 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by City Attorney Olivarez:

**A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6**

Designated City Negotiators:

City Manager Brian Saeki
Deputy City Manager/Public Works Director Chris Marcarello
Finance Director Nick Kimball
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

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

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

RECONVENE/REPORT OUT FROM CLOSED SESSION (7:09 P.M.)

City Attorney Olivarez stated that all Councilmembers (with the exception of Mayor Gonzales and Councilmember Soto) were present and reported the following:

Item A – The City Council received a briefing from staff, direction was given, but no final action taken.

ADJOURNMENT (7:09 P.M.)

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 21, 2016, meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 5, 2018 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:07 p.m.

Present:

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

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

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

PRESENTATIONS

The following presentation was made:

- a) OFO DOCKLESS BIKE-SHARE PRESENTATION

DECORUM AND ORDER

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

SAN FERNANDO CITY COUNCIL**MINUTES – March 5, 2018****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Lizette Felix said she was here on behalf of Andres Alvarado who passed away on February 20, 2018, doesn't have family in the U.S., and asked for contributions to cover funeral costs.

Ruben Quintana, SFPEA, talked about their membership and asked for Council's consideration of their proposal and maintain their current level of benefits.

Diana Ocegüera expressed concerns regarding the Santa Rosa Little League and a pending criminal investigation on an individual involved in the organization and asked Council for help with the matter.

Liliana Morales, San Fernando Library, provided information regarding the library's upcoming events.

Mary Mendoza spoke regarding contract negotiations with Public Works employees and their support, and said she was given information regarding the City's active shooter training.

Julie Cuellar spoke in support of the City's Public Works employees and urged the City to provide them a cost-of-living increase in their pay.

Frank Villalpando spoke in support SFPEA and the City's Public Works employees and urged Council to do the right thing.

CITY COUNCIL - LIAISON UPDATES

Councilmember Fajardo provided a quick update regarding a meeting at the League of Cities where there was a discussion on efforts to combat homelessness in Los Angeles County.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE THE MINUTES OF FEBRUARY 20, 2018 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO AWARD A CONTRACT FOR ROOF REPAIRS AT THREE CITY-OWNED BUILDINGS

SAN FERNANDO CITY COUNCIL**MINUTES – March 5, 2018****Page 3**

- 4) CONSIDERATION TO APPROVE A LEASE AGREEMENT WITH THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY (MRCA) REGARDING THE PACOIMA WASH NATURAL PARK

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

The following item was moved up on the agenda.

- 7) CONSIDERATION TO APPOINT CITY COUNCIL LIAISON TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Mayor Ballin commended Nina Herrera, the City's liaison to the Greater Los Angeles County Vector Control District for the last five years, and reported that Raymond Herrera agreed to step in and she asked for Council's consideration.

By consensus, Raymond Herrera was appointed as City Council Liaison to the Greater Los Angeles County Vector Control District.

- 5) PRESENTATION OF FISCAL YEAR (FY) 2016-2017 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Deputy City Manager/Director of Finance Nick Kimball presented the staff report.

Discussion ensued regarding Streets and Deferred Maintenance, the importance of the Cafeteria Fund going forward, Retiree Health and Retiree Health Savings, Self-Insurance and Maintenance Reserves, Liability Insurance and cases in which the City needs to be indemnified, the possibility of developing a Finance or Economic Development Master Plan, and the need to consider setting ordinances relative to the generation of taxes in land sales.

Presentation only; no formal action taken on this item.

- 6) PRESENTATION OF FISCAL YEAR (FY) 2017-2018 MID-YEAR BUDGET REVIEW AND FY 2018-2019 BUDGET OUTLOOK

Deputy City Manager/Director of Finance Kimball presented the staff report.

Brief discussion followed regarding having staff provide an updated list on Maintenance and Streets with the possibility of Council's consideration of outsourcing those services.

Mayor Ballin requested a list of all priorities to reevaluate them going forward.

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to adopt Resolution No. 7839 amending the City's FY 2017-2018 Budget to include the proposed changes along with staff direction as stated, above. By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – March 5, 2018****Page 4****8) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING THE CITY CODE TO PLACE TIME LIMITS ON THE LENGTH OF CITY COUNCIL MEETINGS**

Mayor Sylvia Ballin described the purpose of the ordinance.

Councilmember Soto spoke against limiting Council meeting times.

Discussion followed regarding difficulties in making decisions when fatigued, the importance of having a fresh perspective, the possibility of assigning time limits per item, moving pertinent items forward, on the agenda, as necessary, being cognizant of each other's time, considering limits to Councilmember discussions, scheduling follow-up meetings for important issues, and respecting everyone's right to speak.

Assistant City Attorney Padilla explained the proposed ordinance noting if Council wants to continue a meeting beyond 9:30 p.m., Council will need to make a motion. Items not addressed after a cut-off, would automatically be placed on Council's next meeting agenda or a special meeting could be scheduled.

A brief discussion ensued but no formal action was taken.

9) DISCUSSION REGARDING CITY COUNCIL REORGANIZATION

City Clerk Chávez presented the staff report and discussion ensued amongst Councilmembers.

Councilmember Fajardo noted there is no legal requirement for Council to reorganize, this year and stated he does not support reorganization if it means that Mr. Lopez will serve as Mayor.

Vice Mayor Lopez believed Council should follow the stated process and reorganize at this time.

Mayor Ballin reported the process was changed to have the election in March and asked for clarification of next steps.

City Clerk Chávez noted Council may reorganize at this meeting or wait until December, when results of the November election are declared.

Motion by Councilmember Fajardo, seconded by Councilmember Soto, to hold Council's reorganization in the month of December after declaration of the November election results. The motion carried with the following vote:

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

DEPARTMENT HEADS - COMMISSION UPDATES

SAN FERNANDO CITY COUNCIL**MINUTES – March 5, 2018****Page 5**

City Clerk Chávez reported the Education Commission Scholarship application period ended and provided an update on the process rating and selection process.

Police Chief Anthony Vairo discussed active shooter training noting the next phase in the process will be to train private school staff.

Director of Public Works/City Engineer Yazdan T. Emrani addressed new hires in the Public Works Department and reported on a meeting with Climate Tech and Councilmember Fajardo and on upcoming meetings in efforts to become energy-efficient.

GENERAL COUNCIL COMMENTS

Councilmember Fajardo discussed the upcoming open streets event at the end of the month and reported attending a recent League of California Cities meeting.

Councilmember Soto requested a moment of silence the Police canine, Jim.

Brief discussion followed regarding active shooter training.

Councilmember Gonzales announced the upcoming Cesar Chavez Inspirational Youth Conference and the Bicycle Skills Workshop on March 17, 2018.

Mayor Ballin discussed Women's History Month and noted her admiration of Emma Gonzalez and Oakland Mayor Libby Schaaf.

STAFF COMMUNICATION

City Manager Meyerhoff discussed a recent meeting regarding Safe and Smart Parks and presented updates on parks renovation and other projects.

ADJOURNMENT (8:38 P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Soto, to adjourn the meeting in memory of those requested. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 5, 2018, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**SEPTEMBER 17, 2018 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:07 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez (left 8:46 p.m.), and Councilmembers Joel Fajardo, Jaime Soto (left at 8:46 p.m.) and Robert C. Gonzales

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

PLEDGE OF ALLEGIANCE

Led by Led by Bob Arvizu, Co-Lay Leader of First United Methodist Church of San Fernando

APPROVAL OF AGENDA

Assistant City Attorney Padilla reported that there might be a walk-on item added to the agenda and explained the requirements of adding a walk-on item.

Brief discussion followed regarding scheduling the item to a future agenda for discussion. It was noted there were not sufficient votes to add the item to the present agenda.

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

PRESENTATIONS

The following presentations were made:

- a) CERTIFICATES OF RECOGNITION TO THE HOMELESS CONNECT VENDORS AND VOLUNTEERS

SAN FERNANDO CITY COUNCIL**MINUTES – September 17, 2018****Page 2**

- b) PRESENTATION BY VETERANS OF FOREIGN WARS (VFW) POST 3834
- c) TEENS FOR A BETTER COMMUNITY
- d) SAN FERNANDO LIBRARY - HOMELESS AND LOW INCOME OUTREACH EVENT

DECORUM AND ORDER

City Manager Meyerhoff provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Veronica De Lara, Pueblo y Salud, spoke in opposition to Item No. 5, noted the City's facilities should promote wellness and safety, and encouraged Council to vote against it.

Ruben Rodriguez urged Council to vote against Item No. 5, discussed Item No. 12, and urged Council to look out for the wellbeing of the community.

Dorothy White expressed disappointment that Council is allowing cannabis to be sold in the City and suggested prohibiting the sale of cannabis within short distances of schools and residences.

City Manager Meyerhoff reported the sale of cannabis is not permitted within the City limits and there is no ordinance contemplated at this time to allow it.

Tom Ross spoke about Item No. 10 and noted support from the Chamber of Commerce. Additionally, relative to Item No 12, the Chamber is in general support of growing, manufacturing, and transporting manufactured goods through the City but, as yet, does not support adding retail uses.

Adriana Gomez, Chamber of Commerce President, discussed support of Measure A to boost economic development, spoke about the importance of ensuring transparency and fiscal responsibility, and asked Council to consider the creation of a permanent oversight committee to monitor Measure A expenditures.

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

David Bernal commented positively on the presentation by Veterans of Foreign Wars Post 3834 and encouraged Council to help veterans in every way possible.

Jaime Soto referenced Section E of the Closed Session agenda calling for termination of the contract with Olivarez Madruga, alleged the misappropriation of public funds for political activity against him, and said that Mr. Olivarez's conduct has been malicious in trying to remove him and renounce his position.

SAN FERNANDO CITY COUNCIL**MINUTES – September 17, 2018****Page 3**

Assistant City Attorney Padilla stated that the only person interested in terminating the law firm's contract is Mr. Soto, addressed instances of involvement by the law firm in seeking an injunction against Mr. Soto, a lawsuit filed against the City by a former Planning Commissioner alleging harassing messages sent to her by Mr. Soto (handled by outside counsel) and hopes that Olivarez Madruga and can continue to serve the City.

Jesse Avila addressed Councilmember Soto's comments noting the funds expended were a result of Mr. Soto's actions. He suggested those types of expenses should come out of each Councilmember's pockets.

Michael Remenih commented on the irony of Mr. Soto blaming the City Attorney for expenditures caused by his actions. He reported Mr. Soto had a sexual harassment case filed against him that cost the City thousands of dollars and resulting in a settlement.

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to move up Item No. 12. By consensus, the motion carried.

ADMINISTRATIVE REPORTS**12) DISCUSSION AND REVIEW OF OUTLINE FOR PROPOSED CANNABIS ORDINANCE**

Deputy City Manager/Director of Finance Nick Kimball gave a brief introduction, Deputy City Attorney Joaquin Vazquez presented the agenda report, and David Frierson provided a presentation.

Discussion ensued regarding exhibits omitted from the proposed ordinance, subsequent consideration of the detailed ordinance by the Planning Commission and Council, the importance of reviewing the buffer maps, consideration of laboratories in commercial zones, availability of grant funding for regulation of the marijuana industry under specific conditions including allowing retail and outdoor cultivation, the possibility of developing a tiered-system for fees and considering a point-system versus holding a lottery for permits.

Ensuing discussion pertained to fire site control/approvals, requirements for employee background checks, Proposition 64 regulating penalties for certain cannabis-related offenses, allowing deliveries, supporting micro-businesses, allowing employees to organize under certain thresholds, allowing medical dispensaries, the importance of getting the process started now, uncertainty in State regulations, the possibility of establishing an emergency ordinance, the importance of considering resident positions, the need for drug-enforcement-trained officers and the need for putting safety mechanisms in place.

Discussion continued regarding challenges with Law Enforcement recruitment and the need for consideration by the Planning Commission prior to Council adding items to the ordinance such as those related to micro-businesses without the retail component.

SAN FERNANDO CITY COUNCIL**MINUTES – September 17, 2018****Page 4**

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to approve the Cannabis Ordinance outline as proposed by staff, to reduce the threshold for the labor piece agreement threshold to ten employees, include it in the scoring process, and ban recreational deliveries (except for medicinal deliveries), unless the State regulation is adopted.

The motion carried with the following vote:

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

RECESS (8:46 P.M.)

Mayor Ballin called for a recess.

During the recess, both Councilmembers Lopez and Soto exited the Council Chambers.

RECONVENE (8:56 P.M.)

Mayor Ballin announced that Item Nos. 15 and 16 would be removed from the agenda (Councilmember Soto left), and that Item No. 14 would be heard at this time.

14) CONSIDERATION TO APPOINT CITY COUNCIL LIAISON TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Mayor Ballin discussed appointing Jesse Avila as the City Council Liaison to the Greater Los Angeles County Vector Control District.

Jesse Avila expressed his appreciation, discussed his efforts related to vector control and noted the need to focus on education.

Motion by Mayor Ballin, seconded by Councilmember Gonzales, to appoint Jesse Avila as the City Council Liaison to the Greater Los Angeles County Vector Control District. By consensus, the motion carried.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE THE MINUTES OF:
 - a) AUGUST 20, 2018 – REGULAR MEETING
 - b) SEPTEMBER 4, 2018 – SPECIAL MEETING
 - c) SEPTEMBER 4, 2018 – REGULAR MEETING

SAN FERNANDO CITY COUNCIL**MINUTES – September 17, 2018****Page 5**

- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE REGIONAL WATER MANAGEMENT GROUP OF GREATER LOS ANGELES COUNTY REGION AND THE 2014 UPDATED INTEGRATED REGIONAL WATER MANAGEMENT PLAN
- 4) CONSIDERATION TO ADOPT AN ORDINANCE APPROVING A REQUEST FOR THE APPROVAL OF A TENTATIVE PARCEL MAP TO SUBDIVIDE A 15,800 SQUARE FOOT PROPERTY INTO THREE LOTS – TENTATIVE PARCEL MAP 2017-01 (NO. 74153); 927 SEVENTH STREET
- 5) CONSIDERATION TO ADOPT AN ORDINANCE AND RESOLUTION AMENDING THE SAN FERNANDO MUNICIPAL CODE PERTAINING TO SERVING AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN CITY FACILITIES
- 6) CONSIDERATION TO APPROVE AN AMENDMENT TO THE ENGINEERING SOLUTIONS SERVICES CONTRACT FOR GRANT ASSISTANCE SERVICES
- 7) CONSIDERATION TO ADOPT A RESOLUTION DECLARING THE CITY’S INTENT TO REIMBURSE WATER RESERVOIR PROPERTY ACQUISITION EXPENDITURES WITH BOND PROCEEDS OR OTHER DEBT INSTRUMENT
- 8) FAIR POLITICAL PRACTICES COMMISSION – 2018 LOCAL AGENCY BIENNIAL NOTICE

By consensus, the motion carried.

ADMINISTRATIVE REPORTS (CONTINUED)

- 9) CONSIDERATION TO ADOPT AN ORDINANCE ADOPTING BY REFERENCE THE CURRENT 2016 EDITION CITY OF LOS ANGELES BUILDING STANDARDS CODES AND FIRE CODE

Director of Community Development Tim Hou gave a brief presentation and introduced Building Inspector Francisco Villalva who gave the staff report.

Community Development Director Hou reported that due to publishing deadline, adoption of the Ordinance would take place on October 15th and not October 1st as stated in the agenda report.

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

- a. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1682, “An Ordinance of the City of San Fernando, California, Amending Article VII of Chapter 18 of the San Fernando City Code, Adopting by Reference Division II of Chapter 1 of the 2016 edition of the California Building Code, which is codified in Part

SAN FERNANDO CITY COUNCIL**MINUTES – September 17, 2018****Page 6**

2 of Title 24 of the California Code of Regulations; the 2017 edition of the City of Los Angeles Building Code, as in Effect on December 30, 2016; the City of Los Angeles Electrical Code, as in Effect on December 30, 2016; the 2017 edition the City of Los Angeles Mechanical Code, as in Effect December 30, 2016; the 2017 edition of the City of Los Angeles Plumbing Code, as in Effect December 30, 2016; the 2017 edition of the City of Los Angeles Residential Code, as in Effect December 30, 2016; and the 2017 edition of the City of Los Angeles Green Building Code, as in Effect December 30, 2016, which are Codified in Articles 1, 1.5, 3, 4, 5 and 9 of Chapter IX of the City of Los Angeles Municipal Code, including appendices, amendments, additions and deletions thereto; and amending Article II of Chapter 38 of the San Fernando City Code, adopting by reference the City of Los Angeles Fire Code, as in Effect May 30, 2017, which is codified in Article 7 of Chapter V of the City of Los Angeles Municipal Code, including appendices, amendments, additions and deletions thereto.”; and

- b. Direct staff to provide for notice of a Public Hearing on the proposed adoption of Ordinance No. 1682 at the October 15, 2018 regular City Council meeting.

By consensus, the motion carried.

10) **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC., DBA KOSMONT COMPANIES, TO PROVIDE REAL ESTATE ADVISORY SERVICES**

Director of Community Development Hou presented the staff report and introduced Tom Jurasky, Kosmont Companies, who gave a brief presentation.

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

- a. Approve a Professional Services Agreement (Contact No. 1895) with Kosmont & Associates, Inc., dba Kosmont Companies in an amount not-to-exceed \$30,000 to provide real estate advisory services; and
- b. Authorize the City Manager to execute all related documents.

By consensus, the motion carried.

11) **PRESENTATION OF MEASURE “A” ANNUAL REPORT**

Finance Director Kimball presented the staff report and replied to various questions from Councilmembers.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to receive and file the 2018 Measure “A” Annual Report. By consensus, the motion carried.

13) **CONSIDERATION TO ADOPT A RESOLUTION IN SUPPORT FOR AND DECLARATION OF CLEAN AIR DAY**

SAN FERNANDO CITY COUNCIL**MINUTES – September 17, 2018****Page 7**

Motion by Mayor Ballin, seconded by Councilmember Fajardo, to adopt a resolution in support for and declaration of Clean Air Day. By consensus, the motion carried.

- 15) REQUEST FOR THE CITY COUNCIL TO AGENDIZE TERMINATION OF CITY ATTORNEY CONTRACT ON A FUTURE MEETING AGENDA FOLLOWING CLOSED SESSION DISCUSSION ON THE MATTER

Item was removed as Councilmember Soto left the meeting.

- 16) DISCUSSION REGARDING THE ROLE OF CHIEFS OF POLICE WITH RESPECT TO THE U.S. CONSTITUTION AND THE BILL OF RIGHTS

Item was removed as Councilmember Soto left the meeting.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave updates regarding the Independent Cities Association and the Ad Hoc Committees that he serves.

Councilmember Fajardo discussed the Ad Hoc Committees and the League of California Cities conference.

Mayor Ballin noted one item would be discussed in Closed Session.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Police Chief Anthony Vairo discussed upcoming Business Watch and Neighborhood Watch meetings.

City Clerk Chávez reported on the upcoming Education Commission meeting.

Director of Community Development Hou announced that October is National Community Planning Month and discussed related events.

Director of Public Works/City Engineer Emrani discussed a recent Transportation and Safety Commission meeting.

GENERAL COUNCIL COMMENTS

Councilmember Gonzales asked for an update on pedestrian crosswalks, discussed the possibility of inviting a representative from Metro Link to attend a Council meeting to address pedestrian/train accidents, announced an upcoming Library Commission meeting, and discussed the possibility of creating an Oversight Committee and adding the item to a future agenda.

**SAN FERNANDO CITY COUNCIL
MINUTES – September 17, 2018
Page 8**

Councilmember Fajardo announced an upcoming Council of Governments (COG) meeting.

Mayor Ballin expressed interest in inviting a representative from Metro Link to present statistics regarding pedestrian/train accidents.

ADJOURNMENT (9:45 P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 17, 2018, meeting as approved by the San Fernando City Council.

*Elena G. Chávez, CMC
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**DECEMBER 3, 2018 – 5:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 5:02 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez and Councilmembers Joel Fajardo, and Robert C. Gonzales (arrived at 5:12 p.m.)

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

Absent: Councilmember Jaime Soto

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:01 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

City Manager Alexander P. Meyerhoff

Deputy City Manager/Director of Finance Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – December 3, 2018**

Page 2

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

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

B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Manager

C) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Clerk

D) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Attorney

E) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: City owned parcels at Assessor Parcel Numbers 2522-001-901 & 902; 2521-034-901, City of San Fernando

Agency Negotiator: City Manager Alexander P. Meyerhoff
Director of Community Development Timothy Hou
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Negotiating Parties: Thomas Folan, Senior Project Developer
Tesla, Inc.

Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real Property

RECONVENE /REPORT OUT FROM CLOSED SESSION (6:13 P.M.)

Assistant City Attorney Padilla reported the following:

Item A – An update was provided by Deputy City Manager/Director of Finance Nick Kimball. Feedback was given by the City Council but no final action was taken.

Items B, C, & D – Deliberation took place but no final action was taken.

Item E - Director of Community Development Hou presented the proposal to City Council for property indicated on the agenda. Feedback was given by the City Council but no final action was taken.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – December 3, 2018
Page 3**

ADJOURNMENT (6:13 P.M.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of December 3, 2018, meeting as approved by the San Fernando City Council.

*Elena G. Chávez, CMC
City Clerk*

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: February 18, 2020

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 20-022 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

The 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.

ATTACHMENT:

A. Resolution No. 20-022

ATTACHMENT "A"**RESOLUTION NO. 20-022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN
FERNANDO ALLOWING AND APPROVING FOR PAYMENT
DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER
NO. 20-022**

**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 18th 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 18th day of February, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

vchlist Voucher List Page: 1
02/12/2020 11:04:21AM CITY OF SAN FERNANDO

Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217844	2/18/2020	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.52-0120		JAN-SEVEN ADS D-SITE OVERFLOW M	
				12083	072-360-0000-4260	1,113.00
			22291.22-1219		NOV&DEC-WASTEWATER FLOW MONI	
				12103	072-360-0000-4260	2,486.66
			22291-22-0120		JAN-WASTEWATER FLOW MONITORIN	
				12103	072-360-0000-4260	1,243.33
					Total :	4,842.99
217845	2/18/2020	888356 ADVANCED AUTO REPAIR	1411		VEHICLE MAINT., REPAIRS AND MINOR	
				12017	041-320-0225-4400	151.95
					Total :	151.95
217846	2/18/2020	887377 AKEMON, DOLORES	FEB 2020		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
217847	2/18/2020	893100 ALBA, CYNTHIA	TRAVEL		RGSTR-TECHNICAL TRAINING FOR CL	
					001-115-0000-4370	60.00
					Total :	60.00
217848	2/18/2020	892271 ALL STAR ELITE SPORTS	2016		YOUTH BASKETBALL UNIFORMS SUM	
				12028	017-420-1328-4300	114.33
				12028	017-420-1334-4300	237.14
			2128		YOUTH BASKETBALL UNIFORMS SUM	
				12028	017-420-1334-4300	403.92
			2136		YOUTH BASKETBALL UNIFORMS SUM	
				12028	017-420-1328-4300	22.91
					Total :	778.30
217849	2/18/2020	100143 ALONSO, SERGIO	JAN 2020		MMAPI ARTIST INSTRUCTOR: SERGIO /	
				12069	108-424-3653-4260	360.00
				12069	109-424-3693-4260	360.00
					Total :	720.00
217850	2/18/2020	100164 AMERICAN PLANNING ASSOCIATION	272650-2015		ANNUAL PLANNING ASSOC MEMBERS	
					001-150-0000-4380	752.00

Page: 1

vchlist		Voucher List				Page: 2	
02/12/2020 11:04:21AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
217850	2/18/2020	100164	100164 AMERICAN PLANNING ASSOCIATION	(Continued)		Total :	752.00
217851	2/18/2020	100188	ANDY GUMP INC.	INV689754	12070	PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260	211.24 211.24
217852	2/18/2020	893441	ARAMARK REFRESHMENT SERVICES	1643060		BREAK ROOM SUPPLIES 001-222-0000-4300	72.00 72.00
217853	2/18/2020	888321	ARRIZON, FRANCISCO	FEB 2020		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00 75.00
217854	2/18/2020	100222	ARROYO BUILDING MATERIALS, INC	237125	12046	HARDWARE SUPPLIES AND U-CARTS (CITY OF SAN FERNANDO) 043-390-0000-4300	70.75
				239081	12046	HARDWARE SUPPLIES AND U-CARTS (CITY OF SAN FERNANDO) 070-383-0301-4300	245.23
				239084	12046	HARDWARE SUPPLIES AND U-CARTS (CITY OF SAN FERNANDO) 070-383-0000-4260	203.43
				239093	12046	HARDWARE SUPPLIES AND U-CARTS (CITY OF SAN FERNANDO) 070-383-0000-4260	203.43 722.84
217855	2/18/2020	888707	ASCAP	500623477		MUSIC LICENSE FEE 001-424-0000-4260	363.50 363.50
217856	2/18/2020	893013	AYSON, LEILANI	JAN 2020		ZUMBA INSTRUCTOR 017-420-1337-4260	185.00 185.00
217857	2/18/2020	890546	BARAJAS, CRYSTAL	JAN 2020	12071	MMAP ARTIST INSTRUCTOR: CRYSTAL 109-424-3693-4260	119.00 119.00
217858	2/18/2020	892784	BARAJAS, MARIA BERENICE	JAN 2020	12096	FITNESS INSTRUCTOR 017-420-1337-4260	80.00

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217858	2/18/2020	892784 BARAJAS, MARIA BERENICE	(Continued) JAN 2020	12096	FITNESS INSTRUCTOR 017-420-1337-4260	600.00
					Total :	680.00
217859	2/18/2020	891301 BERNARDEZ, RENATE Z.	551		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
					Total :	250.00
217860	2/18/2020	890838 BLUE TARP CREDIT SERVICES	44218044		LP PARK WEED SPRAYER 043-390-0000-4300	79.80
					Total :	79.80
217861	2/18/2020	888800 BUSINESS CARD	010220		BUSINESS CARDS 001-115-0000-4450	31.60
					001-115-0000-4300	37.76
					001-310-0000-4300	69.36
					001-105-0000-4300	37.72
			010220		POSTS BOOSTS 001-105-0000-4270	30.00
			010320		SUPPLIES 001-105-0000-4300	26.43
			010620		INTERNATIONAL TRANSACTION 001-135-0000-4260	0.27
			010620		CITY CALENDAR-JAN 2020 001-135-0000-4260	9.00
			010620		EVIDENCE LOCK 001-222-0000-4300	21.95
			010720		DINNER-CC & STAFF-CC MTG 0/06/20 001-101-0000-4300	70.50
			010720		DINNER FOR CC & STAFF-CC MTG 01/1/20 001-101-0000-4300	22.79
			010920		RGSTR FEE-ANNUAL WINTER CONF. 001-101-0111-4370	650.00
			010920		ANNUAL SUBSCRIPTION 001-105-0000-4270	49.99
			010920		CAR RENTAL-ICA WINTER CONF	

Page: 3

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217861	2/18/2020	888800 BUSINESS CARD	(Continued)		001-105-0000-4370	194.38
			010920		TABLET & KEYBOARD 001-101-0000-4300	374.68
			010920		PARKING FEE-LEAGUE OF CA CITIES CONF 001-101-0101-4370	67.50
			011020		AIRFARE-SXSW 2020 CONF 001-105-0000-4370	152.96
			011320		ID CARD PRINTER RIBBON 001-106-0000-4300	190.74
			011620		VETERAN BANNERS 017-420-1355-4300	307.00
			011620		ANNUAL SUBSCRIPTION 001-105-0000-4270	119.88
			012020		AIRFARE-SXSW 2020 CONF 001-101-0102-4370	628.96
			012020		ID CARD PRINTER RIBBON 001-106-0000-4300	239.91
			012020		LP SENIOR CLUB DAY TRIP 004-2383	512.00
			012320		RIBBON CARTRIDGES 001-130-0000-4300	90.17
			012420		CC BUS-O'MELVENY ELEMENTARY 007-440-0443-4260	425.00
			012720		LODGING-LEAGUE OF CA CITIES CONF 001-101-0101-4370	672.99
			012720		LODGING-LEAGUE OF CA CITIES CONF 001-101-0109-4370	672.99
			012820		DINNER FOR CC & STAFF-CC MTG 01/1/20 001-101-0000-4300	21.88
			012920		BADGE REEL 001-105-0000-4300	12.09
			012920		CENSUS BUTTONS 001-105-0000-4300	2,628.00
			012920-1		LODGING-CSMFO ANNUAL CONF 001-130-0000-4370	664.56
			012920-2		LODGING-CSMFO ANNUAL CONF	

Page: 4

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217861	2/18/2020	888800 BUSINESS CARD	(Continued)			
			013020		001-130-0000-4370 FLOOR CLEANING SUPPLIES	664.56
					001-423-0000-4300	117.48
					017-420-1328-4300	117.49
					017-420-1334-4300	117.49
			013020		AIRFARE-GSMO ANNUAL CONF	
					001-105-0000-4370	287.40
			013120		FINANCE CHARGE	
					001-190-0000-4435	56.01
					Total :	10,393.49
217862	2/18/2020	888800 BUSINESS CARD	012020		OFFICE & BREAK ROOM SUPPLIES	
					001-222-0000-4300	624.97
			012420		DINNER-LCW CONFERENCE	
					001-222-0000-4370	192.09
			012720		LUNCH-LCW CONFERENCE	
					001-222-0000-4370	60.96
			012720-1		LODGING-LCW CONFERENCE	
					001-222-0000-4370	673.92
			012720-2		LODGING-LCW CONFERENCE	
					001-225-0000-4370	673.92
			012720-3		LODGING-LCW CONFERENCE	
					001-150-0000-4370	673.92
					Total :	2,899.78
217863	2/18/2020	892465 CANON SOLUTIONS AMERICA, INC.	4030939406	12160	SRO PRINTER MAINTENANCE & COPIE	
					001-135-0000-4260	424.49
					Total :	424.49
217864	2/18/2020	893467 CASAS, GUADALUPE	1737		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	150.00
217865	2/18/2020	893460 CASTRO, ANTHONY	31-2550-01		WATER ACCT REFUND-315 HARPS	
					070-2010	141.02

Page: 5

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217865	2/18/2020	893460 CASTRO, ANTHONY	(Continued)			
					Total :	141.02
217866	2/18/2020	100472 CCAC	2829		PUBLICATION OF CITY CLERK POSITIC	
					001-106-0000-4270	200.00
					Total :	200.00
217867	2/18/2020	103029 CITY OF SAN FERNANDO	2328-2362		REIMB. TO WORKER'S COMP ACCT	
					006-1038	14,942.46
					Total :	14,942.46
217868	2/18/2020	890893 CITY OF SAN FERNANDO	FEB 2020		VARIOUS CITY PROPERTY UTILITY BIL	
					043-390-0000-4210	11,625.30
					Total :	11,625.30
217869	2/18/2020	890893 CITY OF SAN FERNANDO	JAN 2020		COMMISSIONER'S STIPEND DONATION	
					001-115-0000-4111	75.00
					Total :	75.00
217870	2/18/2020	100747 COASTLINE EQUIPMENT	653411	12163	EMERGENCY REPAIRS FOR PW BACKI	
					041-320-0311-4400	149.93
			658633	12163	EMERGENCY REPAIRS FOR PW BACKI	
					041-320-0311-4400	10,903.25
					Total :	11,053.18
217871	2/18/2020	100805 COOPER HARDWARE INC.	119517	12034	MISCELLANEOUS SUPPLIES FOR PW (
					001-370-0301-4300	31.08
					Total :	31.08
217872	2/18/2020	892687 CORE & MAIN LP	L771727	12035	WATER AND FIRE SERVICE MATERIALS	
					070-383-0301-4300	2,984.21
					Total :	2,984.21
217873	2/18/2020	893459 CUIEL, SARA	52-2430-10		WATER ACCT REFUND-1926 SEVENTH	
					070-2010	18.14
					Total :	18.14
217874	2/18/2020	893178 DANCO TOOL & SUPPLY	4360	12058	MISC CONCRETE REPAIRS; NEW APT I	
					070-383-0000-4310	1,040.25

Page: 6

vchlist

Voucher List

Page: 9

02/12/2020 11:04:21AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217888	2/18/2020	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER-PW	
			209-151-4939-102990		070-384-0000-4220	45.83
			209-188-4361-031792		MUSIC CHANNEL	
			209-188-4362-031792		001-190-0000-4220	41.70
			209-188-4362-031792		RCS PHONE LINES	
			209-188-4363-031892		001-420-0000-4220	118.75
					PD MAJOR PHONE LINES	
					001-222-0000-4220	619.35
					VARIOUS PHONE LINES	
					001-190-0000-4210	84.08
					070-384-0000-4220	281.96
					001-420-0000-4220	275.19
			818-361-6728-080105		ENGINEERING FAX LINE	
			818-365-5097-120298		001-310-0000-4220	37.82
			818-837-1509-032207		PD NARCOTICS VAULT	
			818-838-4969-021803		001-222-0000-4220	37.54
					PW PHONE LINE	
					001-190-0000-4220	37.82
					PD ALARM PANEL	
					001-222-0000-4220	124.50
					Total :	1,704.54
217889	2/18/2020	892660 G2 CONSTRUCTION, INC.	200129-A	12102	CITYWIDE CATCH BASIN MAINTENANC	
					001-311-0000-4260	19,510.00
					Total :	19,510.00
217890	2/18/2020	887249 GALLS, LLC	014836101		BULLETPROOF VEST	
					001-222-0000-4300	642.35
					Total :	642.35
217891	2/18/2020	893309 GOMEZ, MELINDA	JAN 2020		BOXING INSTRUCTOR	
					017-420-1337-4260	200.00
					Total :	200.00
217892	2/18/2020	101279 GOMEZ-GARCIA, SONIA	TRAVEL		PER DIEM/PARKING/MILEAGE-CSMFO.	
					001-130-0000-4370	188.03

Page: 9

vchlist

Voucher List

Page: 10

02/12/2020 11:04:21AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217892	2/18/2020	101279 101279 GOMEZ-GARCIA, SONIA	(Continued)		Total :	188.03
217893	2/18/2020	887164 GONZALEZ, ELENA	TRAVEL		RGSTR-CPCA 2019 CONFERENCE ON	
					001-224-0000-4360	90.00
					Total :	90.00
217894	2/18/2020	892550 GOVEA, DAVID	JAN 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
217895	2/18/2020	101376 GRAINGER, INC.	9406311077	12022	SUPPLIES FOR BUILDING, ELECTRICA	
			9412418346	12022	043-390-0000-4300	105.42
			9415197277	12022	SUPPLIES FOR BUILDING, ELECTRICA	41.66
			9420280324	12022	043-390-0000-4300	33.02
			9425200228	12022	SUPPLIES FOR BUILDING, ELECTRICA	99.83
				12022	043-390-0000-4300	68.29
					Total :	348.22
217896	2/18/2020	101434 GUZMAN, JESUS ALBERTO	JAN 2020	12074	MMAP ARTIST INSTRUCTOR: JESUS GI	
				12074	108-424-3653-4260	450.00
					109-424-3693-4260	450.00
					Total :	900.00
217897	2/18/2020	893456 IBANEZ, J. DIEGO	TRAVEL		PER DIEM & PARKING-CSMFO ANNUAL	
					001-130-0000-4370	154.00
					Total :	154.00
217898	2/18/2020	101599 IMAGE 2000 CORPORATION	348560		VARIOUS COPIER MAINT CONTRACT-1	
					001-135-0000-4260	964.74
					072-360-0000-4450	19.42
					001-135-0000-4260	138.08
					Total :	1,122.24
217899	2/18/2020	887740 INDUSTRIAL SHOE COMPANY	I100-1213757		SAFETY BOOTS	

Page: 10

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 11
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217899	2/18/2020	887740 INDUSTRIAL SHOE COMPANY	(Continued)			
			1100-1214611		072-360-0000-4310 SAFETY BOOTS 072-360-0000-4310	132.00 100.00 232.00
					Total :	
217900	2/18/2020	891570 INNOVATIVE TELECOM. SYSTEMS	2694		TELEPHONE EQUIPMENT MAINT-MAR(
					001-190-0000-4260	395.00
					Total :	395.00
217901	2/18/2020	891777 IRRIGATION EXPRESS	15173345-00	12038	MISC IRRIGATION SUPPLIES FOR REP.	
					043-390-0000-4300	10.26
					Total :	10.26
217902	2/18/2020	887952 J. Z. LAWNMOWER SHOP	24573	12023	SMALL POWER EQUIPMENT REPAIRS	
			24574	12023	001-346-0000-4300 SMALL POWER EQUIPMENT REPAIRS 001-346-0000-4300	79.86 41.00 120.86
					Total :	120.86
217903	2/18/2020	889680 JIMENEZ LOPEZ, JUAN MANUEL	JAN 2020	12075 12075	MMAP INSTRUCTOR: JUAN LOPEZ 108-424-3653-4260 109-424-3693-4260	270.00 270.00 540.00
					Total :	540.00
217904	2/18/2020	101713 JOBS AVAILABLE INC.	2004019		PUBLICATION OF VARIOUS POSITIONS 001-106-0000-4230	838.50 838.50
					Total :	838.50
217905	2/18/2020	893042 KIDZ LOVE SOCCER	2019MAR-F395		SOCCER PROGRAM 017-420-1332-4260	557.00 557.00
					Total :	557.00
217906	2/18/2020	101768 KIMBALL-MIDWEST	7701910		KNOCK DOWN REPLACEMENT MAT'L'S	
			7702100		001-370-0301-4300 MISC SUPPLIES 041-1215	558.76 203.97
						Page: 11

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 12
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217906	2/18/2020	101768 101768 KIMBALL-MIDWEST	(Continued)			
					Total :	762.73
217907	2/18/2020	892996 KS STATEBANK	19	11994 11994	SMART METER LEASE PAYMENT 001-190-0000-4405 001-190-0000-4428	131.43 1,468.82 1,600.25
					Total :	1,600.25
217908	2/18/2020	101990 L.A. COUNTY METROPOLITAN	105106		TAP CARD REFILLS-DEC 2019 007-440-0441-4260	999.00 999.00
					Total :	999.00
217909	2/18/2020	101852 LARRY & JOE'S PLUMBING	2122133-0001-02		MISC SUPPLIES 070-383-0301-4300	173.97 173.97
					Total :	173.97
217910	2/18/2020	893218 LAZARO, ERNESTO	JAN 2020	12076 12076	MMAP ARTIST INSTRUCTOR: LAZARO 109-424-3693-4260 108-424-3653-4260	360.00 360.00 720.00
					Total :	720.00
217911	2/18/2020	101920 LIEBERT CASSIDY WHITMORE	1491590		LEGAL SERVICES 001-112-0000-4270	2,732.00
			1491591		LEGAL SERVICES 001-112-0000-4270	245.00
			1491592		LEGAL SERVICES 001-112-0000-4270	58.00
			1491593		LEGAL SERVICES 001-112-0000-4270	2,380.00
					Total :	5,415.00
217912	2/18/2020	893403 LLAMAS, SUZANNE	JAN 2020		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00 75.00
					Total :	75.00
217913	2/18/2020	101974 LOS ANGELES COUNTY	DEC 2019	12067	ANIMAL CARE & CONTROL SERVICES 001-190-0000-4260	11,773.31 11,773.31
					Total :	11,773.31
						Page: 12

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 13
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217914	2/18/2020	892477 LOWES	1006		MATL'S FOR LP BASEBALL FIELD @ LP	
			2535		043-390-0000-4300	35.26
					PD TV INSTALL	
					043-390-0000-4300	48.53
					Total :	83.79
217915	2/18/2020	893461 LUCAS, ROGELIO	33-0915-05		WATER ACCT REFUND-461 WOLSKILL	
					070-2010	4.26
					Total :	4.26
217916	2/18/2020	893349 MCA DIRECT	2020008		ELECTION CONSULTING ANNUAL FEE	
					001-116-0000-4260	1,000.00
					Total :	1,000.00
217917	2/18/2020	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	34.10
					Total :	34.10
217918	2/18/2020	893200 MCKESSON MEDICAL-SURGICAL	74254096		MEDICATIONS	
			74505135		001-225-0000-4350	96.89
					MEDICATIONS	
					001-225-0000-4350	32.20
					Total :	129.09
217919	2/18/2020	893442 MENDOZA, MARY	REIMB.		LEAGUE OF CA CITIES CONF- TRANSP	
					001-101-0109-4370	40.20
					Total :	40.20
217920	2/18/2020	893464 MENDOZA, SANDRA	1685		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	150.00
217921	2/18/2020	892140 MICHAEL BAKER	1074281	11886	CDBG ADMINISTRATIVE & LABOR COM	
					026-311-0182-4260	1,440.00
					Total :	1,440.00
217922	2/18/2020	893462 MISSION CITY GLASS, INC.	13387		REMOVE & REPAIR GLASS DOOR @ R	
					043-390-0000-4330	385.00
						Page: 13

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 14
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217922	2/18/2020	893462 MISSION CITY GLASS, INC.	(Continued)		Total :	385.00
217923	2/18/2020	102226 MISSION LINEN SUPPLY	511646437		LAUNDRY	
			511696125		001-225-0000-4350	98.48
			511722814		LAUNDRY	
			511745482		001-225-0000-4350	98.48
			511772108		LAUNDRY	
					001-225-0000-4350	98.48
					Total :	500.34
217924	2/18/2020	893343 MOHR, NICOLE	FEB 2020		COMMISSIONER'S STIPEND	
			JAN 2020		001-310-0000-4111	75.00
					COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	150.00
217925	2/18/2020	893050 MORALES-RODRIGUEZ, CRISTAL	JAN 2020	12077	MMAP INSTRUCTOR: CRISTAL MORALI	
					109-424-3693-4260	170.00
					Total :	170.00
217926	2/18/2020	892535 MORAN, YOVANNI	JAN 2020		YOGA INSTRUCTOR	
					017-420-1337-4260	100.00
					Total :	100.00
217927	2/18/2020	891542 MR "B" PRINTING INC.	39714	12030	PRINTING MATIERIALS: RCS DEPARTM	
			39792	12030	004-2346	120.45
					PRINTING MATIERIALS: RCS DEPARTM	
					004-2391	197.00
					Total :	317.45
217928	2/18/2020	893454 NACHO'S ORNAMENTAL INC	INV242766		MATL'S FOR FENCE REPAIR-RUDY OR	
					043-390-0000-4300	56.10
					Total :	56.10
						Page: 14

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 15
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217929	2/18/2020	893348 NCSI	1093		VOLUNTEER BACKGROUND CHECKS	
					001-422-0000-4260	18.50
					017-420-1337-4260	55.50
					Total :	74.00
217930	2/18/2020	893405 NEW HORIZON	35632		LP PHONE SERVICES-FEB 2020	
					001-420-0000-4220	329.00
					Total :	329.00
217931	2/18/2020	102432 OFFICE DEPOT	2374465866		COY PAPER	
					001-422-0000-4300	43.79
			420407220001		FILE LATERAL	
					070-383-0000-4300	457.98
			422145425001		OFFICE SUPPLIES	
					070-382-0000-4300	62.67
			425797782001		ITEM RETURNED	
					001-422-0000-4300	-59.99
			427014874001		OFFICE SUPPLIES	
					072-360-0000-4300	75.94
			428416266001		OFFICE SUPPLIES	
					001-106-0000-4300	85.72
			428556937001		COPY PAPER	
					001-422-0000-4300	219.95
			428582055001		OFFICE SUPPLIES	
					001-222-0000-4300	70.37
			428941518001		OFFICE SUPPLIES	
					070-383-0000-4300	165.52
			432616674001		OFFICE SUPPLIES	
					001-222-0000-4300	60.06
			433240890001		OFFICE SUPPLIES	
					001-222-0000-4300	60.85
			435989701001		OFFICE SUPPLIES	
					001-150-0000-4300	49.03
			435990148001		OFFICE SUPPLIES	
					001-150-0000-4300	26.39
					Total :	1,318.28

Page: 15

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 16
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217932	2/18/2020	890095 O'REILLY AUTOMOTIVE STORES INC	4605-359850		VEH. SERV., MAINT. & REPAIR PARTS	
				12025	041-320-0224-4400	654.50
			4605-360498		VEH. SERV., MAINT. & REPAIR PARTS	
				12025	041-1215	65.67
			4605-360554		VEH. SERV., MAINT. & REPAIR PARTS	
				12025	041-1215	43.99
			4605-360555		VEH. SERV., MAINT. & REPAIR PARTS	
				12025	041-320-0224-4400	47.01
					Total :	811.17
217933	2/18/2020	889385 PAK, JEFFREY	REIMB.		UNIFORM REPLACEMENT	
					001-222-0000-4300	118.50
					Total :	118.50
217934	2/18/2020	890324 PEREZ, JUAN	0212020		REFEREE/SCOREKEEPING SUMMER/V	
				12026	017-420-1328-4260	1,514.00
					Total :	1,514.00
217935	2/18/2020	102688 PROFESSIONAL PRINTING CENTERS	15511		AP CHECK STOCK	
					001-130-0000-4300	240.90
					Total :	240.90
217936	2/18/2020	102697 PROVIDENCE HOLY CROSS	20010123060		PROFESSIONAL SERVICES	
					001-225-0000-4350	35.00
					Total :	35.00
217937	2/18/2020	102738 QUINTERO ESCAMILLA, VIOLETA	JAN 2020		SENIOR MUSIC INSTRUCTOR	
					017-420-1323-4260	300.00
					Total :	300.00
217938	2/18/2020	102779 RAMIREZ, THOMAS	JAN 2020		KARATE INSTRUCTOR	
				12114	017-420-1326-4260	660.00
					Total :	660.00
217939	2/18/2020	887296 ROBLED0, OLIVIA	JAN 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00

Page: 16

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 17
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217940	2/18/2020	893458 RODRIGUEZ, NORMA	41-0170-05		WATER ACCT REFUND-656 JACKMAN 070-2010	5.44
					Total :	5.44
217941	2/18/2020	887872 ROSENBERG, IRWIN	TRAVEL		PER DIEM-POST MANAGEMENT COUR 001-224-0000-4360	160.00
					Total :	160.00
217942	2/18/2020	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-786160	12050	ST. LIGHTING, PARKING LOT LIGHTING 001-370-0301-4300	1,565.85
			8901-786641	12050	ST. LIGHTING, PARKING LOT LIGHTING 027-344-0301-4300	323.03
					Total :	1,888.88
217943	2/18/2020	893196 SAALEX SOLUTIONS INC	8457	12054	JAN-INFORMATION TECHNOLOGY MA 001-135-0000-4270	9,600.00
					Total :	9,600.00
217944	2/18/2020	893457 SALAZAR, LOUIE	62-2792-05		WATER ACCT REFUND-447 N WORKMA 070-2010	36.26
					Total :	36.26
217945	2/18/2020	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		2020-CHANDLER TACTICAL COMPETIT 001-226-0230-4380	3,677.60
					Total :	3,677.60
217946	2/18/2020	103057 SAN FERNANDO VALLEY SUN	10760		PUBLICATION OF ONLINE PORTAL 001-150-0000-4230	600.00
					Total :	600.00
217947	2/18/2020	892416 SANCHEZ, KARLA	JAN 2020	12101	ZUMBA INSTRUCTOR 017-420-1337-4260	275.00
					Total :	275.00
217948	2/18/2020	893320 SCST, LLC	678414	12121	SEWER TRENCH COMPACTION 072-365-6673-4600	742.00
					Total :	742.00
						Page: 17

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 18
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217949	2/18/2020	893466 SERMENO, ESTELA	1700		FACILITY RENATL DEP REFUND 001-2220	150.00
					Total :	150.00
217950	2/18/2020	893444 SHAFER, MARIA	SF-001	12166	TRANSCRIPTION SERVICES 001-115-0000-4260	1,387.50
			SF-002	12166	TRANSCRIPTION SERVICES 001-115-0000-4260	1,312.50
					Total :	2,700.00
217951	2/18/2020	893107 SIEMENS MOBILITY INC	5620014428	12107	FY 2019/20 ON-CALL TRAFFIC SIGNAL I 001-371-0301-4300	597.70
					Total :	597.70
217952	2/18/2020	103184 SMART & FINAL	33619		MISC SUPPLIES 001-222-0000-4300	38.94
			41611		SUPPLIES-CALLES VERDES EVENT 001-310-0000-4300	55.03
			45544		SUPPLIES-CALLES VERDES EVENT 001-310-0000-4300	56.03
			56754		SUPPLIES-CALLES VERDES EVENT 001-310-0000-4300	55.03
			56898		SUPPLIES-CALLES VERDES EVENT 001-310-0000-4300	57.94
			58701		SUPPLIES-CALLES VERDES EVENT 001-310-0000-4300	50.05
					Total :	313.02
217953	2/18/2020	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210	3,742.86
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS 029-335-0000-4210	2,099.67
					070-384-0000-4210	443.74
					043-390-0000-4210	8,987.64
					Total :	15,273.91
217954	2/18/2020	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS-CNG STATION	
						Page: 18

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 19
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217954	2/18/2020	103206 SOUTHERN CALIFORNIA GAS CO.	(Continued)		074-320-0000-4402	5,607.15
					Total :	5,607.15
217955	2/18/2020	103251 STANLEY PEST CONTROL	222868	12091	PEST EXTERMINATION OF VARIOUS CI	
			222873	12091	043-390-0000-4260	94.00
			222874	12091	PEST EXTERMINATION OF VARIOUS CI	62.00
			222875	12091	043-390-0000-4260	135.00
			222876	12091	PEST EXTERMINATION OF VARIOUS CI	55.00
			222877	12091	043-390-0000-4260	95.00
			222878	12091	PEST EXTERMINATION OF VARIOUS CI	85.00
					Total :	611.00
217956	2/18/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	012620		FINANCE CHARGES	
			4021673		070-384-0000-4300	48.93
			516064		MISC SUPPLIES	6.56
			5342771		001-311-0000-4300	67.48
			5513119		5K SUPPLIES	90.33
			5544084		001-311-0000-4300	27.59
			6973013		MALL TRASH BAGS	98.20
			7120040		001-341-0000-4300	1,938.68
			7120041		PD TV INSTALL	38.95
					043-390-0000-4300	
					SALT FOR CHLORINE SYSTEM	
					070-384-0000-4300	
					SMALL TOOLS	
					043-390-0000-4300	
					MISC MAINT SUPPLIES	

Page: 19

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 20
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217956	2/18/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)		043-390-0000-4300	43.05
			7344498		GRAFFITI ABATEMENT SUPPLIES	390.70
			8113667		001-152-0000-4300	15.38
			8113668		MISC ITEMS	126.58
			9021191		004-2380	42.24
			9121247		MISC ITEMS	83.47
					001-422-0000-4300	
					MISC SUPPLIES	
					001-311-0000-4300	
					MISC MAINT. SUPPLIES	
					043-390-0000-4300	
					Total :	3,018.14
217957	2/18/2020	103903 TIME WARNER CABLE	10369011820		PD CABLE SERVICES-01/18-02/17	
			19309012320		001-222-0000-4260	236.39
					INTERNET SERVICES-01/23-02/22	1,299.00
					001-190-0000-4220	
					Total :	1,535.39
217958	2/18/2020	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION	
					001-420-0000-4220	39.75
					001-152-0000-4220	19.97
					Total :	59.72
217959	2/18/2020	893353 TOLENTINO, CLARISA	FEB 2020		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
217960	2/18/2020	893435 TORRES, JOHN	2000445.001		PARTIAL REFUND OWED	
					017-3770-1328	10.00
					Total :	10.00
217961	2/18/2020	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE	15122187		POSTAGE MACHINE REIMB	
					001-190-0000-4280	1,500.00
					Total :	1,500.00

Page: 20

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 21
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217962	2/18/2020	103445 UNDERGROUND SERVICE ALERT	120200690		(45) NEW TICKET CHARGES & MAINT F	
			DSB20190523		070-381-0000-4260	84.25
					CALIFORNIA STATE FEE FOR REGULA	
					070-381-0000-4260	37.52
					Total :	121.77
217963	2/18/2020	103439 UPS	831954050		COURIER SERVICES	
					001-190-0000-4280	138.89
					Total :	138.89
217964	2/18/2020	103516 VAIRO, ANTHONY	REIMB.		PARKING-LIEBERT CASSIDY WHITMOR	
					001-222-0000-4370	108.56
					Total :	108.56
217965	2/18/2020	889386 VENTIMIGLIA, PAUL	TRAVEL		PER DIEM-POST SBSLI CLASS 418 IN L	
					001-225-0000-4370	135.00
					Total :	135.00
217966	2/18/2020	892081 VERIZON BUSINESS SERVICES	71346604		MPLS PORT ACCESS & ROUTER FOR F	
					001-222-0000-4220	1,049.31
					Total :	1,049.31
217967	2/18/2020	889627 VERIZON CONFERENCING	Z8747714A		CONFERENCE CALLS- DEC 2019	
					001-190-0000-4220	22.87
					Total :	22.87
217968	2/18/2020	100101 VERIZON WIRELESS-LA	9842670523		VARIOUS CELL PHONE PLANS	
					001-222-0000-4220	321.43
					001-152-0000-4220	190.05
			9844747101		VARIOUS CELL PHONE PLANS	
					001-222-0000-4220	317.73
					001-152-0000-4220	190.05
			9846480024		MDT MODEMS-PD UNITS	
					001-222-0000-4220	1,308.57
			9847084094		PD CELL PHONE PLANS	
					001-222-0000-4220	272.40
			9847094789		CITY YARD CELL PHONE PLANS	
						Page: 21

vchlist 02/12/2020 11:04:21AM		Voucher List CITY OF SAN FERNANDO				Page: 22
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217968	2/18/2020	100101 VERIZON WIRELESS-LA	(Continued)		070-384-0000-4220	149.79
					043-390-0000-4220	27.20
					041-320-0000-4220	27.20
					072-360-0000-4220	31.86
			9847105519		VARIOUS CELL PHONE PLANS	
					001-106-0000-4220	53.67
					070-384-0000-4220	45.40
					Total :	2,935.35
217969	2/18/2020	888390 WEST COAST ARBORISTS, INC.	152774		CITY WIDE TREE MAINT. SERVICE	
			153953	12093	011-311-0000-4260	4,816.00
			154231	12093	CITY WIDE TREE MAINT. SERVICE	
					011-311-0000-4260	20,694.80
			154483	12093	CITY WIDE TREE MAINT. SERVICE	
					011-311-0000-4260	4,060.00
			155783	12093	CITY WIDE TREE MAINT. SERVICE	
					011-311-0000-4260	5,950.00
					Total :	3,988.00
217970	2/18/2020	890970 WEX BANK	63648149		FUEL FOR CITY FLEET	
					041-320-0152-4402	235.71
					041-320-0221-4402	165.68
					041-320-0222-4402	134.28
					041-320-0224-4402	1,149.30
					041-320-0225-4402	3,965.06
					041-320-0225-4400	1,723.20
					041-320-0226-4402	29.66
					041-320-0228-4402	495.46
					041-320-0311-4402	641.01
					041-320-0312-4402	2.00
					041-320-0320-4402	179.69
					041-320-0346-4402	155.96
					041-320-0370-4402	1,043.45
					041-320-0390-4402	1,200.94
						Page: 22

vchlist		Voucher List				Page: 23
02/12/2020	11:04:21AM		CITY OF SAN FERNANDO			
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217970	2/18/2020	890970 WEX BANK	(Continued)		041-320-0420-4402	2.00
					007-313-3630-4402	98.96
					029-335-0000-4402	65.64
					070-381-0000-4402	37.11
					070-382-0000-4402	798.33
					070-383-0000-4402	677.06
					070-384-0000-4402	297.93
					072-360-0000-4402	624.03
					Total :	13,722.46
217971	2/18/2020	889138 WIEDER, CAROL	012720		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	250.00
					Total :	250.00
217972	2/18/2020	891531 WILLDAN ENGINEERING	618596	11736	DESIGN SERVICES FOR STREET RESL	
					012-311-6673-4600	183.00
					Total :	183.00
217973	2/18/2020	892023 WINDSTREAM	72193884		PHONE SERVICES-01/18-02/17	
					001-222-0000-4220	692.32
					001-420-0000-4220	422.59
					070-384-0000-4220	525.43
					001-190-0000-4220	2,244.21
					Total :	3,884.55
217974	2/18/2020	892785 WONG, MICHELLE	JAN 2020		YOGA INSTRUCTOR	
					017-420-1337-4260	75.00
					Total :	75.00
131 Vouchers for bank code :		bank3			Bank total :	249,036.26
131 Vouchers in this report					Total vouchers :	249,036.26

Page: 23

vchlist		Voucher List				Page:	24
02/12/2020	11:04:21AM	CITY OF SAN FERNANDO					
<hr/>							
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	

Voucher Registers are not final until approved by Council.

Page: 24

vchlist

02/04/2020 2:27:03PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217833	2/5/2020	102519 P.E.R.S.	FEBRUARY 2020		HEALTH INS. BENEFITS-FEB 2020 001-1160	165,474.32
Total :						165,474.32
1 Vouchers for bank code : bank3						Bank total : 165,474.32
1 Vouchers in this report						Total vouchers : 165,474.32

Voucher Registers are not final until approved by Council.

Page: 1

vchlist

02/06/2020 4:34:24PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217837	2/6/2020	893115 P.E.R.S. CITY RETIREMENT	100000015830118		EMPLOYER CONTRIB VARIANCE-10/26 001-1160	3,602.31
Total :						3,602.31
1 Vouchers for bank code : bank3						Bank total : 3,602.31
1 Vouchers in this report						Total vouchers : 3,602.31

Voucher Registers are not final until approved by Council.

Page: 1

vchlist

Voucher List

Page: 1

02/10/2020 8:41:23AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217842	2/10/2020	887264 CALPERS	100000015909121		RETIREMENT ARREARS CONTRIB.-F M 018-152-0000-4124	31,342.27
					Total :	31,342.27
217843	2/10/2020	887264 CALPERS	100000015909120		ADMIN FEE (ARREARS-F. MIRANDA) 018-190-0000-4450	500.00
					Total :	500.00
2 Vouchers for bank code : bank3					Bank total :	31,842.27
2 Vouchers in this report					Total vouchers :	31,842.27

Voucher Registers are not final until approved by Council.

Page: 1

vchlist

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Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217742	2/1/2020	891031 ORTEGA, JIMMIE	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
217743	2/1/2020	891032 OTREMBA, EUGENE	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
217744	2/1/2020	891354 RAMIREZ, ROSALINDA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	525.39
					Total :	525.39
217745	2/1/2020	102940 RUIZ, RONALD	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
217746	2/1/2020	103121 SERRANO, ARMANDO	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
217747	2/1/2020	892782 TIGHE, DONNA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
217748	2/1/2020	891046 VANAALST, LEONILDA	20-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	200.43
					Total :	200.43
16	Vouchers for bank code :	bank3			Bank total :	7,647.76
16	Vouchers in this report				Total vouchers :	7,647.76

Voucher Registers are not final until approved by Council.

vchlist 01/30/2020 9:15:00AM		Voucher List CITY OF SAN FERNANDO				Page: 1
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217749	2/1/2020	100042 ABDALLAH, ALBERT	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,257.33
					Total :	1,257.33
217750	2/1/2020	100091 AGORICHAS, JOHN	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	212.39
					Total :	212.39
217751	2/1/2020	891039 AGUILAR, JESUS	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	539.86
					Total :	539.86
217752	2/1/2020	100104 ALBA, ANTHONY	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
217753	2/1/2020	891011 APODACA-GRASS, ROBERTA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
217754	2/1/2020	100306 BARNARD, LARRY	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,074.00
					Total :	1,074.00
217755	2/1/2020	100346 BELDEN, KENNETH M.	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.00
					Total :	1,124.00
217756	2/1/2020	892233 BUZZELL, CAROL	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	188.03
					Total :	188.03
217757	2/1/2020	891350 CALZADA, FRANK	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
217758	2/1/2020	100642 CASTRO, RICO	20-Feb		CALPERS HEALTH REIMB	
						Page: 1

vchlist 01/30/2020 9:15:00AM		Voucher List CITY OF SAN FERNANDO				Page: 2
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217758	2/1/2020	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,723.24
					Total :	1,723.24
217759	2/1/2020	891014 CREEKMORE, CASIMIRA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
217760	2/1/2020	891016 DEATON, MARK	20-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	570.66
					Total :	570.66
217761	2/1/2020	100913 DECKER, CATHERINE	20-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	630.56
					Total :	630.56
217762	2/1/2020	100925 DELGADO, RALPH	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
217763	2/1/2020	892102 DOSTER, DARRELL	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
217764	2/1/2020	100996 DRAKE, JOYCE	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
217765	2/1/2020	100995 DRAKE, MICHAEL	20-Feb		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	122.89 122.89
					Total :	245.78
217766	2/1/2020	100997 DRAPER, CHRISTOPHER	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
217767	2/1/2020	101044 ELEY, JEFFREY	20-Feb		CALPERS HEALTH REIMB	
						Page: 2

vchlist 01/30/2020 9:15:00AM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217767	2/1/2020	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	1,755.00
					Total :	1,755.00
217768	2/1/2020	891040 FISHKIN, RIVIAN	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
217769	2/1/2020	892103 GAJDOS, BETTY	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
217770	2/1/2020	891351 GARCIA, DEBRA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,154.28
					Total :	2,154.28
217771	2/1/2020	891067 GARCIA, NICOLAS	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	864.82
					Total :	864.82
217772	2/1/2020	101318 GLASGOW, KEVIN	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
217773	2/1/2020	891020 GLASGOW, ROBERT	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	374.00
					Total :	374.00
217774	2/1/2020	891021 GUIZA, JENNIE	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
217775	2/1/2020	101415 GUTIERREZ, OSCAR	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
217776	2/1/2020	891352 HADEN, SUSANNA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	525.39
					Total :	525.39
						Page: 3

vchlist 01/30/2020 9:15:00AM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217776	2/1/2020	891352 891352 HADEN, SUSANNA	(Continued)			Total : 525.39
217777	2/1/2020	101440 HALCON, ERNEST	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.00
					Total :	1,325.00
217778	2/1/2020	891918 HARTWELL, BRUCE	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
217779	2/1/2020	101465 HARVEY, DAVID	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
217780	2/1/2020	101466 HARVEY, DEVERY MICHAEL	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,569.00
					Total :	1,569.00
217781	2/1/2020	101471 HASBUN, NAZRI A.	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34
					Total :	1,487.34
217782	2/1/2020	891023 HATFIELD, JAMES	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
217783	2/1/2020	892104 HERNANDEZ, ALFONSO	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,347.85
					Total :	1,347.85
217784	2/1/2020	891024 HOOKER, RAYMOND	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	792.12
					Total :	792.12
217785	2/1/2020	101538 HOUGH, RAY	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
						Page: 4

vchlist 01/30/2020 9:15:00AM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217786	2/1/2020	101597 IBRAHIM, SAMIR	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
217787	2/1/2020	101694 JACOBS, ROBERT	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 883.00
217788	2/1/2020	892105 KAHMANN, ERIC	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
217789	2/1/2020	101786 KLOTZSCHE, STEVEN	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 856.34
217790	2/1/2020	891866 KNIGHT, DONNA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
217791	2/1/2020	892929 LEWIS, WANDA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
217792	2/1/2020	891043 LIEBERMAN, LEONARD	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
217793	2/1/2020	101933 LITTLEFIELD, LESLEY	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	630.56 630.56
217794	2/1/2020	102059 MACK, MARSHALL	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 1,487.34
217795	2/1/2020	891010 MAERTZ, ALVIN	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	539.86
						Page: 5

vchlist 01/30/2020 9:15:00AM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217795	2/1/2020	891010 MAERTZ, ALVIN	(Continued)			539.86
217796	2/1/2020	888037 MARTINEZ, ALVARO	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,189.78 1,189.78
217797	2/1/2020	102206 MILLER, WILMA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
217798	2/1/2020	102212 MIRAMONTES, MONICA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 1,487.34
217799	2/1/2020	102232 MIURA, HOWARD	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
217800	2/1/2020	892106 MONTAN, EDWARD	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 856.34
217801	2/1/2020	102365 NAVARRO, RICARDO A	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 515.06
217802	2/1/2020	102473 ORDELHEIDE, ROBERT	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.32 1,834.32
217803	2/1/2020	102483 OROZCO, ELVIRA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 188.03
217804	2/1/2020	102486 ORSINI, TODD	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,226.66 2,226.66
						Page: 6

vchlist 01/30/2020 9:15:00AM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217805	2/1/2020	102569 PARKS, ROBERT	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00 Total : 1,755.00
217806	2/1/2020	102527 PISCITELLI, ANTHONY	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 Total : 515.06
217807	2/1/2020	891033 POLLOCK, CHRISTINE	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	374.00 Total : 374.00
217808	2/1/2020	102735 QUINONEZ, MARIA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,189.78 Total : 1,189.78
217809	2/1/2020	891034 RAMSEY, JAMES	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	743.03 Total : 743.03
217810	2/1/2020	102864 RIVETTI, DOMINICK	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 Total : 883.00
217811	2/1/2020	102936 RUELAS, MARCO	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,280.32 Total : 1,280.32
217812	2/1/2020	891044 RUSSUM, LINDA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 Total : 200.43
217813	2/1/2020	103005 SALAZAR, TONY	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 Total : 1,487.34
217814	2/1/2020	892107 SHANAHAN, MARK	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 Total : 539.86
						Page: 7

vchlist 01/30/2020 9:15:00AM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217814	2/1/2020	892107 892107 SHANAHAN, MARK	(Continued)			Total : 539.86
217815	2/1/2020	891035 SHERWOOD, NINA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 Total : 245.78
217816	2/1/2020	103175 SKOBIN, ROMELIA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90 Total : 1,176.90
217817	2/1/2020	103220 SOMERVILLE, MICHAEL	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,360.00 Total : 1,360.00
217818	2/1/2020	103394 TORRES, RACHEL	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 Total : 245.78
217819	2/1/2020	889588 UFANO, VIRGINIA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 Total : 200.43
217820	2/1/2020	888417 VALDIVIA, LAURA	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	792.12 Total : 792.12
217821	2/1/2020	103562 VASQUEZ, JOEL	20-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	1,755.00 Total : 1,755.00
217822	2/1/2020	891038 WAITE, CURTIS	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90 Total : 1,176.90
217823	2/1/2020	891036 WATT, DAVID	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	630.56 Total : 630.56
						Page: 8

vchlist

Voucher List

Page: 9

01/30/2020 9:15:00AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217824	2/1/2020	891037 WEBB, NANCY	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	743.03
					Total :	743.03
217825	2/1/2020	103643 WEDDING, JEROME	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
217826	2/1/2020	103727 WYSBEEK, DOUDE	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
217827	2/1/2020	103737 YNIGUEZ, LEONARD	20-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90
					Total :	1,176.90
79 Vouchers for bank code :		bank3			Bank total :	63,434.62
79 Vouchers in this report					Total vouchers :	63,434.62

Voucher Registers are not final until approved by Council.

Page: 9

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: February 18, 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.
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 PlanPage 2 of 2

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 SFPEA 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 Date
Chapter President, SFPEA/SEIU Local 721

APPROVED AS TO FORM:

Adrianna Guzman
Liebert Cassidy Whitmore

Jody L. Klipple
Negotiator, SEIU Local 721

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: February 18, 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
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

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 on or 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 on or 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 on or 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 SFPEA 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

Employee #	Total Amount
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
By: Martin Pastucha, Interim Director of Public Works
Patsy Orozco, Civil Engineering Assistant II

Date: February 18, 2020

Subject: Consideration to Approve a Professional Services Agreement with KOA Corporation for Construction Management and Inspection Services for Glenoaks Boulevard Resurfacing and Highway Improvement Safety Project Federal Project No. HSIPL-5202(018), Job No. 7595

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a Professional Services Agreement (Attachment "A" - Contract No. 1942) to KOA Corporation for construction management and inspection services in an amount not-to-exceed \$178,400; and
- b. Authorize the City Manager to execute the contract and all related documents.

BACKGROUND:

1. The Street Resurfacing Improvements and Federal Highway Safety Improvement Project on Glenoaks Boulevard consists of street resurfacing, utility, and traffic signal improvements on Glenoaks Boulevard from the West City Limits to the East City Limits. The proposed improvements include new roadway pavement, removal and replacement of damaged sidewalk, driveway approaches, curb and gutters, ramps, crosswalks, cross-gutters, installation of signage, striping, traffic signal upgrades, traffic loop detectors, and small median islands.
2. In August 2016, the City was awarded a Federal Highway Safety Improvement Program (HSIP) grant of \$1,380,000 from HSIP Cycle 7 Program funds.
3. On November 18, 2019, the City awarded construction Contract No. 1933 to All American Asphalt in the amount of \$2,399,784. The City also established a construction contingency of 10% of the contract amount, \$239,978 to cover the costs of unforeseen conditions.

Consideration to Approve Contract with KOA Corporation for Construction Management and Inspection Services for Glenoaks Boulevard Resurfacing and Highway Improvement Safety Project Federal Project No. HSIPL-5202(018), Job No. 7595

Page 2 of 5

4. In December 2019, the City distributed a Request for Proposals (RFP) for construction management and inspection service (<http://ci.san-fernando.ca.us/rfps-rfqs-nibs-nois/#archive>).
5. On January 16, 2020, the City received seven proposals for construction management and inspection services of the Glenoaks Boulevard Resurfacing and Highway Safety Improvement Project.

ANALYSIS:

The City sought proposals from qualified firms to provide oversight and management of complex capital improvement projects. These firms are experienced and trained in construction methods and means, interpreting construction plans and specifications, and knowledgeable of the project content, and the requirements of the funding agreements. These firms are the City's representatives in the field and provide onsite oversight and inspection during the construction of the project.

The following table summarizes the submittals received for the project:

Company	City	Hourly Rates
Interwest Consulting Group	Huntington Beach, CA	\$125 - \$160
Willdan Engineering	Industry, CA	\$100 - \$203
NV5, Inc.	Irvine, CA	\$90 - \$155
KOA Corporation	Irvine, CA	\$135 - \$170
FCG Consultants	Yorba Linda, CA	\$87.29 - \$199.53
Transtech Engineers, Inc.	Chino, CA	\$100 - \$185
Biggs Cardoza Associates, Inc.	Orange, CA	\$130 - \$228.72

A selection committee made up of Public Works Engineering and Executive staff was convened to review submitted proposals. The proposers with the most thorough proposal and qualified teams were invited for interviews on January 28, 2020 and January 29, 2020.

The table below provides more detailed breakdown of tasks provided by the four firms that were invited for interviews. The estimated costs are based on the estimated time to complete each task. Actual hours may vary depending on particular issues that may arise during construction.

Consideration to Approve Contract with KOA Corporation for Construction Management and Inspection Services for Glenoaks Boulevard Resurfacing and Highway Improvement Safety Project Federal Project No. HSIPL-5202(018), Job No. 7595

Page 3 of 5

Proposed Project Staff Hours				
Company	Interwest Consulting	Willdan Engineering	NV5 Inc.	KOA Corporation
Pre-Construction	15	66	40	
Project Coordination	100	336	272	160
Inspection	600	640	640	614
Labor Compliance	22	44	\$5,977.24	96
Material Testing	400	178	\$26,143.80	\$24,000
Utility Coordination	10	44	24	120
Project Closeout	13	56	86	50
Total Hours	1160	1364	1022	1040
Total Estimated Cost (\$)	\$125,100	\$175,146	\$177,098.04	\$178,400

The selection was based on a qualification process and price was not a sole factor in determining the recommended firm. After careful review of the proposed team and analysis of their experience, the selection committee unanimously concluded that KOA Corporation was the most qualified firm to provide construction management and inspection services.

KOA Corporation's project team demonstrated a clear understanding of the scope of work of the Glen Oaks Project. They completed a preliminary review of the plans and visited Glen Oaks Blvd. in advance of the interview to get a better understanding of the complexities of working in this corridor. They were the only firm that provided preliminary thoughts on value engineering ideas for the project, as well as potential project issues that may occur. They presented a team with extensive construction knowledge of street resurfacing projects, and the complexities of traffic signal replacement and cabinet upgrades. They have a recognized expertise in traffic signal design throughout Southern California. They also demonstrated a clear knowledge of Caltrans requirements and the necessities for good utility coordination. Further, KOA Corporation demonstrated experience with similar projects and a clear understanding of the federal grant procedures requirements, labor compliance management, all of which are all important criteria for the success of this project. They have also worked with All American Asphalt on projects in the past and are familiar with the company and their operations. They propose to subcontract material testing services with Twining Inc., who work extensively throughout Southern California and able to meet all Caltrans Standards. All of these attributes are what placed KOA above the other firms that submitted proposals for construction management and inspection service for the Glen Oaks Project.

Consideration to Approve Contract with KOA Corporation for Construction Management and Inspection Services for Glenoaks Boulevard Resurfacing and Highway Improvement Safety Project Federal Project No. HSIPL-5202(018), Job No. 7595

Page 4 of 5

Below is a brief overview of the project schedule for construction of the project:

- Award Construction Management & Inspection Contract February 18, 2020
- Begin Construction March 2020
- Project Completion September 2020

BUDGET IMPACT:

The City was awarded a Federal Highway Safety Improvement Project (HSIP) Grant in the amount of \$1,380,400. The grant has been appropriated within the Fiscal Year (FY) 2019-2020 Capital Improvement Budget. The City also committed in the FY 2019-20 budget, \$500,000 from Sewer and Water Funds plus \$1,500,000 from Measure R Funds to cover the construction local match requirement and design costs.

The following table summarizes the status of the project funding and proposed expenditures:

PROJECT FUNDING		
Federal HSIP Grant (Caltrans)	\$1,380,000	
Measure R Local Return Program (Metro)	\$1,032,597	
Prop C	\$385,130	
Water Fund	\$110,000	
Sewer Fund	\$110,000	
Fund 15(TDA 3)	\$30,000	
Total Project Funds		\$3,047,727
PROPOSED PROJECT EXPENDITURES		
Construction		\$2,399,784
Contingency (10% of construction cost)		\$239,978
Construction Management & Inspection Services		\$407,965
Total Proposed Expenditures		\$3,047,727

Staff has budgeted \$407,965 for Construction Management, Inspection, and Material Testing services associated with the project, which is more than the proposed contract. The remaining balance will be used to either address supplemental project items (i.e., additional street trees) or returned to fund balance upon completion of the project.

Consideration to Approve Contract with KOA Corporation for Construction Management and Inspection Services for Glenoaks Boulevard Resurfacing and Highway Improvement Safety Project Federal Project No. HSIPL-5202(018), Job No. 7595

Page 5 of 5

CONCLUSION:

Staff recommends that the City Council award the contract for construction management and inspection services to KOA Corporation in an amount not-to-exceed \$178,400. Staff is prepared to begin oversight of this project's construction progress set to begin in March 2020.

ATTACHMENT:

A. Contract No. 1942



ATTACHMENT "A"
CONTRACT NO. 1942

PROFESSIONAL SERVICES AGREEMENT

KOA CORPORATION

Construction Management and Inspection Services
Glenoaks Blvd Street Resurfacing and Highway Safety Improvement Project
Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of February 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and KOA CORPORATION (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
 - 1.2 **PROSECUTION OF WORK:** The Parties agrees as follows:
 - A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within THIRTY (30) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than ONE HUNDRED working days from the issuance of the Notice to Proceed (the "Completion Date");
 - B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
-

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 2 of 17

- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is included in Exhibit "A" (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of ONE HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$178,400) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 3 of 17

examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Interim Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Chuck Stephan, PE, LEED AP, VP/Director of CM Division to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

PROFESSIONAL SERVICES AGREEMENT**Construction Management and Inspection Services**Page 4 of 17

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

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

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

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 5 of 17

training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

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

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 6 of 17

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

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 7 of 17

- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 8 of 17

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

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 9 of 17

of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 10 of 17

as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 11 of 17

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

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

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

PROFESSIONAL SERVICES AGREEMENT**Construction Management and Inspection Services**Page 12 of 17

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 13 of 17

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 14 of 17

6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

CONSULTANT:

KOA Corporation
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
Attn: Chuck Stephan, PE, LEED AP
VP/Director of CM Division
Phone: (323) 260-4703
Fax: (323) 260-4705
Email: cstephan@koacorp.com

CITY:

City of San Fernando
Public Works Department/Engineering
117 Macneil Street
San Fernando, CA 91340
Attn: Patsy Orozco, Civil Eng. Assist. II
Phone: (818) 898-1222
Fax: (818) 361-6728

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

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further,

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 15 of 17

CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 16 of 17

modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

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

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT**Construction Management and Inspection Services**Page 17 of 17

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

CITY OF SAN FERNANDO**KOA CORPORATION**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney



**Proposal for Construction Management and Inspection
Services for the**

**Glenoaks Boulevard Street Resurfacing and Highway
Safety Improvement Project**

**Federal Project No. HISPL-5202 (018) Job No. 7595,
Plan No. P-728**

PROPOSAL FOR



January 9, 2020
City of San Fernando

January 9, 2020

City Clerk's Office
Attn: Martin Pastucha
Interim Director of Public Works
City of San Fernando
117 N. Macneil Street
San Fernando, CA 91340

RE: Request for Proposal for Construction Management and Inspection Services for the construction of Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HISPL-5202 (018) Job No. 7595, Plan No. P-728

Dear Mr. Pastucha:

KOA Corporation (KOA) is pleased to submit our proposal to the City of San Fernando to provide Construction Management and Inspection Services for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project.

With more than 30 years of specialization in project management, construction management and inspection, KOA is more than capable of meeting all your project needs. We have performed similar services on a number of projects and fully understand the scope and specific attention to detail that this project will require.


The KOA Team offers high-caliber construction and engineering professionals, who have demonstrated the ability to successfully provide the required services through similar projects, some of which are highlighted in our proposal. The strength of our proposal is to offer the City the most experienced and highly qualified team of professionals to ensure that all work meets the provisions of the contract and with the attention that this type of work requires.

We take great pride in providing a high level of service in an effort to gain the trust of our clients. The KOA Team implements a proactive approach to solving problems in the field before they become issues.

As Vice President of the Construction Management Division, I have the authority to negotiate and contractually bind and extend the terms of the written proposals. The contract would be managed through our Corporate/Los Angeles office at 1100 Corporate Center Drive Suite 201, Monterey Park, CA 91754; Phone: (323) 260-4703.

Thank you for your consideration of KOA's proposal. If you have any questions, please contact me directly via cell at (310) 525-0678 or cstephan@koacorp.com.

Sincerely,
KOA Corporation



Charles Stephan, P.E.

Vice President of Construction Management Division

I. Table of Contents

I. TABLE OF CONTENTS.....	II
II. KOA QUALIFICATION AND EXPERIENCE	1
ORGANIZATION CHART.....	3
STAFF AVAILABILITY	3
RESUMES.....	4
FIRM EXPERIENCE.....	9
III. SCOPE OF WORK AND PROJECT APPROACH	11
QUALITY ASSURANCE AND QUALITY CONTROL.....	11
SCHEDULE AND MILESTONES	19
DOCUMENT CONTROL.....	20
IV. COST PROPOSAL- INCLUDED IN SEPARATE SEALED ENVELOPE.....	20

Prepared for:

CITY OF SAN FERNANDO

City of San Fernando
117 N. Macneil Street
San Fernando, CA 91340

Prepared by:

KOA Corporation

CHARLES STEPHAN, P.E.

Point of Contact

1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754

Tel: 323-260-4703

e: CStephan@KOACorp.com

II. KOA QUALIFICATION AND EXPERIENCE

KOA Corporation (KOA) has been in business since 1987 and was formerly known as Katz, Okitsu & Associates. In 2009, KOA completed the purchase of CBM Consulting, a construction management firm. KOA employees along with CBM staff currently hold Civil Engineering, Traffic Engineering, Landscape Architecture, and General Contractor's Licenses.. **KOA** Corporation, a California based firm has 120 employees working in 6 offices in Southern California located in Ontario, Monterey Park, Los Angeles, Orange, La Quinta, and San Diego. The local contracts will be managed though the Monterey Park office at 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754, (323) 260-4703; email: CStephan@koacorp.com.

KOA Projects have included retaining walls, sound walls, bridges, local and arterial pavement rehabilitation, street and intersection widening, traffic signal upgrades, ADA compliance, curb, gutter, and sidewalk replacement, water, sewer and storm drain construction, parks, buildings and facilities, skate parks, emergency operations center, fire stations, utility vaults and infrastructure, and water reservoir projects. Some of **KOA's** current and recent project examples are reflected in this section of the proposal.

STREET REHABILITATION PROJECTS

KOA proposed staff members have worked on recent similar projects for various cities, counties, agencies, and private developers. Some of them include, but are not limited to the following projects:

- Brookhurst Street Improvements from I-5 to SR-91, Anaheim
- Redondo Beach Citywide Street Rehabilitation Project
- City of Palos Verdes Annual Street Rehabilitation Project
- City of Irvine- Intermittent On-Call Inspection for Annual Street Rehabilitation and Slurry Seal Project.
- Alessandro Boulevard Improvements at Chagall Court and Graham Street, Moreno Valley, CA

Contract Administration

Our construction and project managers have worked with agencies as staff contract administrators and on capital improvement projects, to manage all aspects of contract administration. This includes preparing agenda items, bid packages, advertisement, contract and bid review and award, through final project completion and certification.

Construction Management & Inspection

Our construction managers apply many years of experience on federal and state funded projects, municipal, utility and private construction projects. **KOA** provides construction observation services for retaining walls, sound walls, bridges, highways, civil projects, roadways, flood control, utilities, transportation projects, rail, airports, vertical structures, and park projects. Our construction inspectors bring many years of accrued skills in dealing with contractors and keeping the projects on track for timely completion. Projects funded through local, City, Gas Tax, Measure M, LA Metro, Measure R, federal-aid, SR2S, SRTS, STPL, ISTEA, and other sources.

Utility Coordination

KOA will ensure utility coordination throughout the construction phase of the project is performed by the appropriate party, as indicated in the plans and specifications. Any utility lead time will be considered at the pre-construction phase.

Labor Compliance

KOA will ensure that the Contractor has submitted the appropriate Prevailing Wage Certified Payroll reports to the State Department of Industrial Relations. Copies will be required to be provided to the City for the project file. KOA itself is subject to the same prevailing wage requirements, since Construction Inspection is included in the DIR Prevailing Wage rate notification. We will ensure that the correct name, category, classification, rate, and shift differential payments are correct and in compliance; that they match the daily reports, and applicable prevailing wage rate statement in effect. Undisclosed information will be required for verification. Non-compliant findings shall be rectified, and proof of payment provided to the City. A compliance report will be provided to the City upon completion of the final payment and verification of conformance.

Public Outreach

Our construction managers apply many years of experience on federal and state funded projects, municipal, and private projects. We are sensitive to issues regarding stakeholder's outlook and desires, and will cater our communication to address these sensitivities. We will also provide the appropriate method and timing to our communication in order to reach all interested parties looking to be informed throughout the project, with the City's consent.

Geotechnical Engineering and Material Testing

KOA is partnering with Twining, Inc. for material testing services. These may include compaction tests, asphalt testing, concrete slump tests and strength tests, tests for rebar, grout, and other specialized testing, as needed. Twining is well qualified to provide comprehensive geotechnical services for all types of projects during construction. Material testing shall conform to all Caltrans Standards, the LAPM and the Quality Assurance Program Manual (QAP).

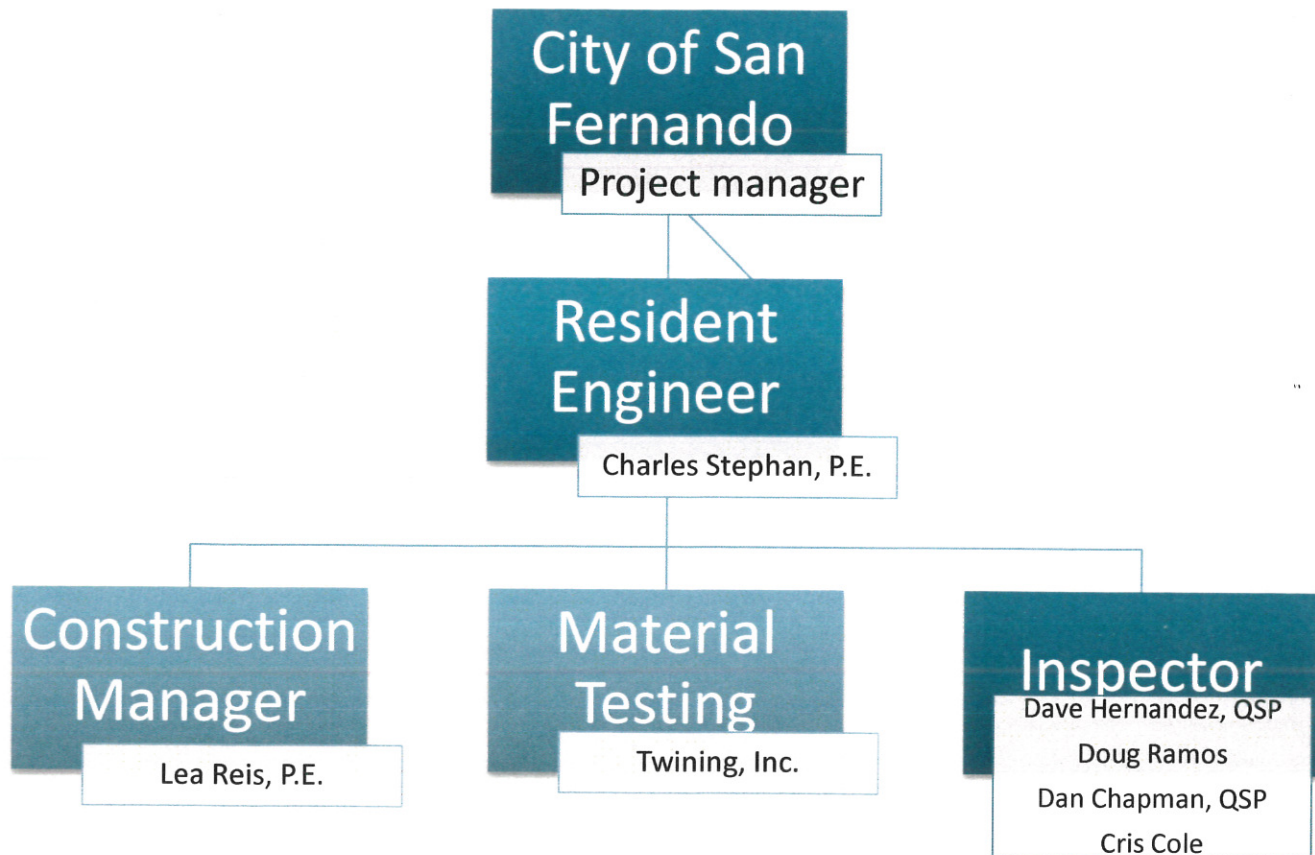
Project Close-out

The Construction Manager and Inspector will work together to assure that all punch list items are addressed and that quantities are tracked to the end of construction. As built plans will be reviewed and final documents organized and ready for audit.

NPDES Inspections and Program Implementation

KOA provides experienced certified QSP's and QSD's that provide effective inspections and SWPPPs documents that describe the pollution prevention practices and activities that will be implemented on the site. It includes descriptions of the site and of each major phase of the planned activity, the roles and responsibilities of contractors and subcontractors, and the inspection schedules and logs.

ORGANIZATION CHART



STAFF AVAILABILITY

STAFF	% AVAILABILITY
CHARLES STEPHAN, P.E.	50%
LEA REIS, P.E.	60%
DAVE HERNANDEZ	100%
DOUG RAMOS	100%
DAN CHAPMAN	100%
CRISPEN COLE	100%

RESUMES

CHUCK STEPHAN, PE

RESIDENT ENGINEER / PRINCIPAL-IN-CHARGE / PROJECT MANAGER / STRUCTURES REPRESENTATIVE

Mr. Stephan has 37 years of experience in civil engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects. Mr. Stephan has a great deal of experience in civil engineering design, and construction management for municipal capital improvement projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements.

Education

BS, Agricultural Engineering, California Polytechnic State University, San Luis Obispo (1982)

Year Entered Profession

1982

Registrations

Professional Engineer, Civil, CA #C50481 (1993)

Professional Engineer, Civil, HI # PE-8432(CE) (1996)

PROJECT EXPERIENCE

Anaheim, 2016 Brookhurst Street Widening from I-5 to SR-91 Project, Principal In Charge- This was a 2 year project which included pavement rehabilitation, street widening, relocation of storm drains, sewers, waterlines, gas lines, bus pads, new bioswale, **new sound wall per Caltrans Standards**, landscaping, hardscaping, striping to accommodate new bike lane, and traffic signal improvements.

Culver City 2016 Pavement Rehabilitation Project (JB61168) Principal In Charge. KOA Corporation was contracted to provide engineering services to the City of Culver City for the 2016 Pavement Rehabilitation Project. KOA provided pavement evaluation, design, and cost estimates for 16 project locations throughout the City.

Alessandro Boulevard Improvements at Chagall Court and Graham Street, Moreno Valley, CA (2016-On-going). Project Manager. The Alessandro Blvd Improvement Project will construct various arterial highway improvements under a Cycle 6 Highway Safety Improvement Program (HSIP) administered through Caltrans District 8 Local Assistance.

Engineering Services, Program Management, Project Management, Design, and Construction Management, La Habra, California (2005-present)

For more than ten years, Mr. Stephan has provided engineering services to the City of La Habra Department of Public Works for the management, design, and construction of various public works capital improvement projects and studies.

LEA REIS, PE
CONSTRUCTION MANAGER

Ms. Reis has been working on a variety of projects in the City of Rancho Palos Verdes, Long Beach and Anaheim since joining KOA in 2016, which have included retaining walls and sound walls, street rehabilitation; building upgrades; CIPP storm drain lining; ADA compliance; and Park projects. She worked in the City of Torrance Engineering Department for the previous 16-years, where she gained extensive experience on a variety of different projects. Her duties ranged from planning and design to advertising projects for bid, developing budgets, managing construction, contract execution and completion. Her supervision experience includes delegating work to Assistant Engineers, college and high school interns, working with the city inspector and contractors to keep track of construction progress, and keeping track of certified payroll, as well as daily and weekly statements. She also has experience with HTML Programming, GIS, AutoCAD, ESRI ArcMap, Microsoft Suite, and Microsoft Projects.

City of Anaheim

- **Construction Management and Inspection Services for the Brookhurst Street Widening from I-5 to SR-91 Project**
Construction Manager- This was a 2 year project which included pavement rehabilitation, street widening, relocation of storm drains, sewers, waterlines, gas lines, bus pads, new bioswale, **new sound wall per Caltrans Standards**, landscaping, hardscaping, striping to accommodate new bike lane, and traffic signal improvement. Managed construction in coordination with the City of Anaheim, answered Requests for Information, reviewed submittals, created and tracked change orders and construction quantities in coordination with inspector for monthly Progress Payments. Liaison between contractor, Caltrans, and various departments within the City of Anaheim. Coordinated changes requested by residents and approved by the City of Anaheim, scheduled work to accommodate residents' schedules, responded to claims, communicated construction schedules to business owners, and directed residents and business owners to staff who could help accommodate their needs. Also handled coordinating with the City of Anaheim Water Department staff requests for change orders during construction of the waterline, and the abandonment of water services.

City of Inglewood

- La Brea Avenue Improvement Project- \$4.9 M

City of Torrance

- Historic Pacific Electric Railway- El Prado Bridge Beautification - \$300,000
- Torrance Centennial Park Construction - \$180,000
- CDBG Sidewalk Repair for Handicap Accessibility Project- \$2.5 M

EDUCATION

Masters in Business Administration
New York Institute of Technology,
New York, NY

BS, Aerospace Engineering, University
of Southern California, Los Angeles,
CA

**REGISTRATIONS/
CERTIFICATIONS**

Professional Engineer (Civil), CA
#85395

QSD/QSP

YEAR ENTERED PROFESSION

1999

DAVE HERNANDEZ

CONSTRUCTION INSPECTOR

Mr. Hernandez has recently joined KOA after having worked for 34-years as an inspector for the City of Anaheim. He was an integral part of the team, participating in the development and implementation of goals, objectives, policies and priorities for the Anaheim Resort Maintenance District. All of his experience has been with the City, the last 15-years of which was with the Resort District.

PROJECT EXPERIENCE

City of Irvine- Irvine Center Drive and Edinger Avenue Regional Traffic Signal Synchronization Project, City of Irvine (April 2019-Present). Mr. Hernandez is currently inspecting this project which includes the installation of video detection cameras, controllers. Coordination between two vendors, Econolight and Iteris, is required to ensure proper functioning of new equipment. This project is funded by OCTA.

City of Irvine- Carmen Road and Tustin Ranch Road Regional Traffic Signal Synchronization Project, City of Irvine (April 2019-Present). Mr. Hernandez is currently inspecting this project which includes the installation of video detection cameras, controllers. Coordination between two vendors, Econolight and Iteris, is required to ensure proper functioning of new equipment. Mr. Hernandez is also responsible to coordinate between Irvine and Tustin. This project is funded by OCTA.

City of Irvine- Intermittent On-Call Inspection for Annual Street Rehabilitation and Slurry Seal Project. (January 2019 through May 2019) Mr. Hernandez was called to inspection as needed the pavement rehabilitation and Slurry Seal throughout the City of Irvine. He was responsible for observing pavement and slurry installations and reviewing material testing results to ensure the appropriate compaction and emulsion was used for a good quality product from the contractor.

City of Irvine- Five Points Housing Development New Street Constructoin project, Irvine, CA. (October 2018-March 2019) This project included the inspection of new facilities installation including, complete roadway construction, storm drain, electric conduits, water services, gas conduits, PCC sidewalk, curb ramps, curb and gutter. This project is in a District 5 Development and required the careful documentation and observation of construction progress.

City of Anaheim – Ball Rd and Sunkist intersection Widening, Anaheim, CA: (August 2017- August 2018) KOA provided Construction Management and Inspection services for this \$3.2 million intersection improvement project. This project included traffic signal upgrades, street widening, PCC sidewalk, curb and gutter upgrades, private wall relocations, water service relocations, irrigation and landscaping.

EDUCATION

AA, Cypress Junior College, Cypress, CA (1981)

NPDS Training
Water Management

REGISTRATIONS/ CERTIFICATIONS

WATCH Manual Traffic Controls

YEAR ENTERED PROFESSION

1981

YEAR STARTED WITH FIRM

2015

DANIEL H. CHAPMAN, JR.**SENIOR CONSTRUCTION INSPECTOR**

Mr. Chapman has over 25 years of experience within civil engineering as a construction inspector, pavement engineer and construction materials manager. He has worked on a variety of projects that has included, Federal Highway Administration, Federal Aviation Administration, California Department of Transportation, Various Counties, City, and Special Districts. With an extensive knowledge of State and Federal Highway procedures including Site Management, Pay Estimates, Documentation and Project Specifications. Past inspection/office engineering projects included various roadways, bridges, airport runways and taxiways, asphalt and concrete pavements, asphalt overlay, review of shop drawings, and observation. His experience includes construction management, contract administration, staff augmentation, plan checking, design constructability and bid ability review.

PROJECT EXPERIENCE**City of Rancho Mirage On-Call Inspections Contract – Land Development and Public Works Projects, City of Rancho Mirage -**

Construction Inspector: Mr. Chapman oversaw the rough grading operation, installation of VCP Sewer Main, storm drain with storm drain and sewer manholes, wyes and laterals, 8" – 12" ductile iron water line, curb and gutter, cross gutters, sidewalk, paving grading and base paving on two land development projects. Mr. Chapman maintained Daily reports, attended meetings, kept photo documentation, coordinated with the City, design engineer, and materials testing staff to ensure that the project was built in accordance with the project plans and specifications.

La Habra – Water Mainline and Street Pavement Rehabilitation Projects – Construction Inspector – Mr. Chapman is currently wrapping up these two projects that consist of installation of a new water main, services, fire hydrants, meters, meter boxes, other appurtenances, curb and gutter, cross gutter, sidewalk, handicap ramps, asphalt paving and all related improvements. Dan is responsible for Daily Reports and inspections between multiple site locations, project files, contractor compliance, materials testing coordination, city coordination, attending meetings, as-built plans and all related duties.

Town of Apple Valley – Construction Inspection Yucca Loma Bridge - Dan was responsible for periodic inspections and construction reports for asphalt, concrete and steel; coordination with materials testing and reports to the Project Manager and the Town.

County of San Bernardino – Baseline Rd @ I-15 Interchange, Rancho Cucamonga, CA- Construction Inspector / Office Engineer- Mr. Chapman set up project files, provided construction inspections and construction contract administration support, photo documentation and reports; prepared quantity sheets; updated project files; reviewed and submittals, weekly status reports, prepared monthly pay estimates, process change orders, jobsite safety reviews, coordinated for field testing, material testing; prepared project files for project closeouts and other related tasks as assigned. Infrastructure improvements, curbs, gutters, sidewalks, ADA ramps, Storm Drain Pipe, water line relocations, roadway excavation, observation of sub grade and making grade, slope paving, roadway signs, traffic stripes and markings.

EDUCATION

BA, Pacific Coast Baptist Bible College, 1995

YEAR ENTERED PROFESSION

1995

PREVIOUS CERTIFICATIONS

NICET Level III (Soil, Concrete, Asphalt)

Caltrans Certifications for Soil, Concrete and Asphalt

ACI

Strength Testing Technician

Lab 1 & 2

CRISPEN COLE

Senior Construction Inspector

Mr. Cole has over 35 years of varied construction and construction inspection experience including bridges, rail, piers, marinas, public facilities, water, sewer, & storm drain lines, and streets and sidewalks. Crispin performed numerous inspection services with KOA for Streets & Sidewalks, and Water & Sewer. In addition, he is our key inspector for Bridge, Rail and Pier projects. Mr. Cole is certified as Competent Person Underground and familiar with pipe-fitting standards.

PROJECT EXPERIENCE

Residential Street Rehabilitation Project Phase 12, and Public Facilities and Storage Lot Improvements Project (FY2017-18); and Sewer Improvement and Repair Project (2017-2018)

KOA provided construction management and inspection services for the City of Redondo Beach Residential Street Rehabilitation Project. KOA's responsibilities included Project Administration, Construction Management, Construction Inspection, Construction Survey Coordination, Material Testing Coordination, Permit Compliance, Monitor Cost and Schedule, Manage Change Orders and Claims, and Project Closeout. The project included ADA ramp construction; alley intersections; curb, gutter, sidewalks, and driveway construction; cross gutters; AC mill and overlay; utility adjustment; signs; traffic signal loop detector replacement; striping and markings; AC repairs; crushed base; parking lot improvements, and associated work. As the street rehabilitation project was finishing up, the City asked KOA to extend their Construction Management and Inspection services contract to include the sewer improvement and repair project that was already in construction.

City of Glendora, Zone 4 Waterline Replacement Project, Plan No. 1080 Glendora, CA (2014-15):

Construction Inspector. Mr. Cole is currently providing full-time construction inspection services for this project that consists of approximately 6,120' lineal feet of 8-inch, 10-inch, and 12-inch ductile iron pipe and appurtenances, new services, fire hydrants, and tie-ins to existing water lines. The project construction period is 120 working days and the work involved private easements and a connection to a water tank that was being constructed at the same time. Mr. Cole is providing daily construction reports, quality control and inspection services, communicating with the City's Project Manager, overseeing the traffic control and construction activities, monitoring safety and SWPPP BMP's and working with the contractor and soils testing firms to ensure the project is being constructed according to the project plans and specifications.

San Ramon Storm Drainage System, Rancho Palos Verdes, CA: *Construction Inspector.* This was a major drainage project, which diverted storm water flows, from the San Ramon canyon, through a massive inlet structure being constructed within the canyon. Two 80-inch diversion tunnels and 4,000-feet of thick-walled steel storm drainage pipe to transport storm water through the South Shores landslide, and onto the beach at the toe of the bluffs. Multiple agencies were involved in the project including the City of Los Angeles, the City of LA, Coastal Commission, the Department of Fish and Wildlife, Army Corps of Engineers and Water Quality. Construction Cost \$20,000,000.

Education

American University in Beirut
A.A. Business Administration,
Northern Arizona University
(1975)

Certifications

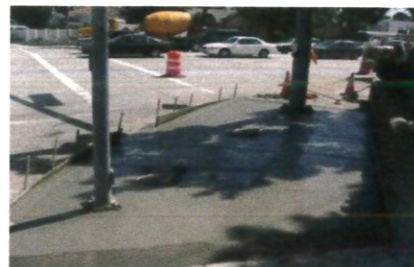
Qualified SWPPP Practitioner (QSP)
#22536
Certified Erosion, Sediment and
Storm Water Inspector (CESSWI)
#2602
Competent Person Underground
Certified

Years with Firm: 8

FIRM EXPERIENCE

Residential Street Rehabilitation Project Phase 12, and Public Facilities and Storage Lot Improvements Project (FY2017-18); and Sewer Improvement and Repair Project (2017-2018)

KOA provided construction management and inspection services for the City of Redondo Beach Residential Street Rehabilitation Project. KOA's responsibilities included Project Administration, Construction Management, Construction Inspection, Construction Survey Coordination, Material Testing Coordination, Permit Compliance, Monitor Cost and Schedule, Manage Change Orders and Claims, and Project Closeout. The project included ADA ramp construction; alley intersections; curb, gutter, sidewalks, and driveway construction; cross gutters; AC mill and overlay; utility adjustment; signs; traffic signal loop detector replacement; striping and markings; AC repairs; crushed base; parking lot improvements, and associated work. As the street rehabilitation project was finishing up, the City asked KOA to extend their Construction Management and Inspection services contract to include the sewer improvement and repair project that was already in construction. The project is currently finishing up the construction phase. The project included point repairs of sewer pipelines, pipeline replacement, and sewer manhole rehabilitation. **Reference:** Javier Urista, Project Manager, City of Redondo Beach, (310) 318-0661 x2441, Construction Manager – Lea Reis, PE, Inspector – Cris Cole Cost \$2.3 Million (2017-2018)



City of S. El Monte – Inspection Services for the Durfee Avenue Street and Median Improvement Project, S. El Monte, CA:

KOA provided inspection services for this project that consisted of the contractor providing 28,310 square feet of cold milling of existing asphalt and the installation of 1,080 tons of 2" thick ARHM overlay, (8) parkway drains, 159,000 square feet of crack sealing and slurry seal, the removals and replacements of existing concrete improvements; construction of 5,000 square feet of new 4" sidewalk per SPPWC Std. Plan 113-2, 2,400 linear feet of median curb and gutter, (19) handicap ramps, cross gutters, construction of a new median, 1,000 linear feet of depressed curb and gutter for pavers, install 5,570 square feet of pavers, install 2,950 square feet of 6" River Rock Cobble, remove and replace (14) planters including Palms and replace in kind, construct 2,540 linear feet of concrete curb and gutter for planters, monument signs, construct (8) bio-infiltration basins, (8) infiltration catch basins, water line connections and improvements, landscaping and irrigation; install 400 linear feet of traffic signal conduit, loops, (14) pull boxes; modify (2) traffic signals; Install (33) new metal posts, (63) signs on metal posts, and (29) signs on existing posts; replace (2) existing steel gates; sandblasting, and any asphalt or street repairs and striping replacement effected during construction as well as a plant establishment period. **Reference:** Arjan Idnani, PE – Project Manager (Now Okan Demirci, PE), ODemirci@soelmonte.org City of S. El Monte (714) 319-6137, CM: Kevin Higgins, Inspector- Cris Cole. Cost \$1,397,000 (February 2017 – June 2017)



Anaheim Convention Center Grand Plaza, Anaheim, CA

(APWA Project of the Year 2013, ASCE Project of the Year 2013).

KOA provided construction management and inspection services for the \$20,000,000 Grand Plaza development which consisted of a



100,000-square-foot outdoor and special event space conveniently located outside of the convention center's front entrance off of Convention Way. With the nature of all stakeholders' interests involved in this project, extensive coordination between all developers was needed. Work consisted of demolition of existing asphalt and concrete, removal of pavers, installation of new and relocated water and sewer lines and services, fire hydrants, storm drain, irrigation, electrical, lighting and the installation of new colored concrete, pavers, asphalt, lighting and landscaping. KOA Fee: Over \$450,000 *Reference: City of Anaheim, Robert Luciano, Principal Civil Engineer, 200 S. Anaheim Blvd., Anaheim, CA 92805, (714) 765-5157. CM: Alan Braatvedt*

Anaheim "On-Call" - Brookhurst Street Improvements from Katella Avenue to Ball Road Anaheim, Ca

KOA provided Construction Management and Inspection services for the reconstruction and widening of Brookhurst Street with the construction of two additional travel lanes and class 2 bikeways. The work included the reconstruction of large sections of the road; the upgrade of an "at-grade" rail crossing; the reconstruction of the Cerritos Intersection, with new traffic signals; new street lights; new raised landscaped medians; and extensive parkways. The widening also required storm drain and sewer improvements and the construction of storm water infiltration bio-swales. New sidewalks, curbs and gutters, sound walls, driveways and trails were also project elements. The project improved traffic flow and safety through this segment of Brookhurst Street, and provided for project features to improve storm water runoff quality through infiltration and percolation. This project consisted of roadway widening and paving, Sidewalks, curbs and gutters, sound walls, driveways, drainage improvements, traffic signal improvements, landscaping and irrigation, and utility improvements. *Reference: City of Anaheim, Joann Wu Principal Civil Engineer 200 S .Anaheim Blvd, Anaheim, CA 92805 (714) 765-5176, Construction Cost: \$8,000,000*



Anaheim "On-Call" - Ball/Beach/Orange/Dale Sewer Replacement, Anaheim, Ca (2015)

This was a major sewer replacement project, where KOA provided both construction management and inspection services. The Project involved the replacement of 12,000-feet on existing sewer lines in Ball Rd, Beach Blvd, Orange Road and Dale Ave. The majority of the work was in the middle of these very busy streets and involved crossing a number of cross streets. The construction of a "squash box" on the 96" storm drain on Ball at Dale was a significant element of the project, which was necessary to deal with the conflict between the new sewer line and storm drain at that location. The pipeline on Beach involved dealing with Caltrans as Beach Blvd. is a Caltrans operated street. This was a particularly challenging project due to significant traffic control issues, exacerbated by the need to maintain a sewer bypass at all times during operations. *Reference: City of Anaheim, Joann Wu Principal Civil Engineer, PE, Principal Civil Engineer, 200 S Anaheim Blvd, Anaheim, CA 92805 (714) 765-5176, Construction Cost: \$4,800,000 Consultant*



III. SCOPE OF WORK AND PROJECT APPROACH

UNDERSTANDING

KOA Corporation, (KOA) understands that the City of San Fernando is soliciting proposals from qualified firms to provide complete Construction Management and Inspection Services for the Construction of Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project. KOA understands that the purpose of this proposal is to retain consulting firms that will provide the City of San Fernando with quality assurance that the Glenoaks improvements will be constructed in compliance with the plans, specifications and all local, state and federal provisions (where applicable).

KOA understands that the project is funded by an HSIP Grant, Measure R, Prop C, Sewer and TDA Article 3 funds. The awarded construction contract is \$2,399,784.

We have read and understand that the key personnel identified in this proposal will be available to the extent proposed for the duration of the project, and no key personnel shall be removed or replaced without prior written concurrence of the City Engineer.

SCOPE OF WORK

The KOA team understands that the Construction Management and Inspection services will be needed from the date of the issuance of the Notice to Proceed through the course of construction work through Notice of Completion which is anticipated to span 80 working days. The goal is to complete projects on time, budget and in accordance with the approved plans, specifications and State and local laws applicable to each project. KOA can and will provide complete inspection and construction management services, as well as quality assurance / quality control, inspection, and plan review services for this important project.

QUALITY ASSURANCE AND QUALITY CONTROL

TASK 1- PROJECT COORDINATION

Resident Engineer

KOA staff is experienced with providing quality project management services for a variety of government agency projects. These services include but are not limited to:

- Preparing agenda items to present projects and appropriate funds for design or construction.
- Preparing bid documents for selection of design consultants.
- Conducting fair evaluation of proposals using a selection criteria and review process
- Reviewing project budgets, schedules, and progress to maintain consistency
- Performing plan check at each submittal and provide comments
- Reviewing of final documents and evaluate engineer's estimates, providing comments and recommendations for revisions

- Liaison between all agencies and stake holders involved in a facility's design process
- After bidding is advertised and opened, reviewing all bids, references, and qualifications
- Preparing contracts, reports for council, attorneys and all other associated items for project commencement.

Construction Management/Resident Engineer Services:

KOA will provide the City with quality assurance / quality control and plan review services for various projects, which shall include plan reviews during the design phase, for constructability, 'bidability', and claims avoidance, value engineering, and all other quality assurance / quality control and plan review services necessary to successfully complete the projects.

Pre-Construction

- Review construction plans, traffic control plans, specifications, item quantities, and cost estimates ahead of time, and providing a list of items to the City Project Manager on potential conflicts, constructability issues, value-engineering opportunities, and consistency between the plans, specifications, Greenbook Specifications, Caltrans Specifications, California Building Codes, applicable City standards, and bid estimates, prior to each project advertisement.
- KOA's Resident Engineer will identify actual and potential problems associated with the construction project and consult with the Design Engineer and City's Project Manager to implement engineering solutions. Problems will immediately be brought to the contractor's attention so that any necessary corrective action can be taken as soon as possible to minimize the impact on the overall construction schedule and project budget. ADA compliance is an important factor when designing and constructing street rehabilitation. Care will be taken to not only comply with the ADA guidelines, but to actually see that access is available to all forms of mobility within the project area.
- Review and approve traffic control plans for safety and MUTCD compliance.
- Review and approve Water Pollution Control Plan using WPCP checklist and BMPs. Perform and document NPDES inspections at required frequencies, suspend or reject any work not conforming to the contract requirements and file all NOI, NOT and other required paperwork through the State of California Water Board system.
- Prepare a Resident Engineer's project schedule that includes all preconstruction and utility relocations by others, and notification timelines noted on all permits, agreements, and contract documents. Upon receipt of contractor's schedule, evaluate and confer with the contractor regarding workability of the schedule, or suggest changes that may improve the schedule, and update Resident Engineer's schedule.
- Prepare project instructions and establish proposed contract administration and recordkeeping procedures to be used during construction for review and approval by Project Manager.
- Review and provide comments and exceptions to material submittals.
- Review and approve construction schedules and weekly look-ahead projections submitted by contractor.

- Coordinate, facilitate and attend project meetings with the City, Inspector, Design Engineer and contractor to discuss pre-construction items, project progress, and dispute resolutions. This includes preparing agenda and minutes, and coordinating with Caltrans when necessary. Assigned RE will provide technical and administrative management services for the project, provide coordination and oversight of all activities related to the construction of the project, maintain close liaison with City's Project Manager and Design Engineer, and send copies of all correspondence to the City Project Manager. The KOA RE as well as the Project Manager may and will act as liaison between Caltrans, the City, and the public, respond to questions and complaints from the public and other agencies regarding construction activities, and will be available for public meetings when needed.

KOA staff will document contractor's Health and Safety Program by requiring the contractor to submit minutes from weekly tailgate safety meetings as well as requiring the contractor to submit a report when any health/safety related incidents or issues occur.

At start of construction

- Review safety of work site each day.
- Meetings- CM will conduct pre-construction and biweekly construction meetings as necessary. Agendas and meeting minutes will be developed and maintained, along with construction progress reports. All plans and specifications will be reviewed prior to each meeting in order to discuss any potential conflicts arising.
- Coordination- CM will coordinate with City staff, contractors and other agencies as needed.
- Schedule and Budget- The CM will review the construction schedule submitted, and request a 3 week look-ahead at each biweekly meeting. Our staff will assist in coordinating the schedule to avoid delays or time extensions within one week of submittal. Change orders will be prepared within 48 hours of request, in accordance with all applicable Federal and State funding requirements. The CM will keep a detailed log of quantities in coordination with the inspector to assure that the contract is within budget. A summary will be provided to the City monthly. Progress payments will be issued monthly and reviewed for accuracy prior to submitting to the City for payment.
- Progress reports- CM will provide written progress reports and monitor inspection daily reports to be provided to the City at regular intervals throughout the project. Inspector Daily reports will be provided daily. Reports will include work progress and weekly meeting summaries. Weekly Statement of Working Days will be provided to the City and the contractor for verification.
- The selected KOA Resident Engineer will perform the duties of Resident Engineer, including, but not limited to, the following: calculating contract item pay quantities and processing contract pay estimates, processing monthly status reports, extra work reports, prepare and process contract change orders, monitor the construction budget and schedule, prepare / maintain / file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports, coordinate and provide oversight of materials sampling and testing, and monitoring the contractor's performance to ensure compliance with project plans, specifications, estimates, permits, and agreements.

- Field conflicts and resolution- CM will review all items pertaining to construction including but not limited to cut sheets, survey coordination, quantities, change orders, claims from residents and businesses, safety, traffic control, and punch list items. Traffic control will be critical in maintaining safety during construction. Protection of the public is the priority, and will be the focus of construction activities to maintain minimal disruption to traffic and business operations while also allowing safe access to residents, pedestrian and vehicular alike. Resident and business notifications will work in concurrence with contract schedule to provide sufficient preparation and coordination with local business and residents prior to start of construction. KOA staff will perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status.
- Submittals and RFIs- CM will review and provide exceptions when necessary to submittals and RFIs. This will include any shop drawings or materials, to determine consistency with plans, specifications and city standards, as applicable.
- Survey Monumentation review. KOA will review the contractor's surveyor's work to ensure the preservation is thorough and in accordance with the Land Surveyor's Act and ensure that field surveying services are provided on an as-needed basis during the course of the construction project.
- Establish an outline of dispute resolution with contractor's methodologies, policies, and procedures. The outline shall be reviewed and approved by the City Project Manager.
- KOA will coordinate with Twining for construction materials sampling and testing that will be done on this project.
- Review revised construction schedule submitted by the contractor due to delays, time extensions, change orders, additional work, etc. within one week of submittal.
- Prepare change orders within 48 hours in the standard City format as well as in accordance with all applicable Federal and State funding requirements.
- Maintain a current monthly accounting of construction costs to complete the project, including approved change orders for city's review and approval.
- Review payment requests in a timely manner, make payment recommendations, and submit the progress payment request to City for processing.
- Maintain project files per LA Metro Requirements.

Project Completion

- KOA will provide final project certification and Notice of Completion at the completion of construction per the City requirements.
- Our team will provide and maintain "as-built" drawing markups and any plan changes by the engineer for submission to the City. KOA's Resident Engineer will sign corrected originals.
- KOA will prepare a final construction report for the project that includes a narrative of the project construction activities, costs, issues, and that compiles all construction documentation, including project photographs. This report will be maintained within binders of job records in accordance with City standards and the Caltrans Construction Manual. The binders as well as electronic copies will be provided at the conclusion of each project on a thumb drive to include project budget and change orders.

- The KOA team will perform post-construction services, including project closeout. Services will include consolidating punch lists, compiling record drawing information, and providing one copy of marked-up plans to City. Final payment will be recommended and all project files will be transmitted to City. Project certification and a Notice of Completion will be provided in consultation with the City DPW.

TASK 2- INSPECTION SERVICES:

KOA Inspectors have well over 10 years of experience in inspection of various types of construction, and will assist the City with construction inspection including, but not limited to, the following:

Pre-construction

- Review plans, as-built information, utility plans, and all related specifications, to determine if there are any discrepancies that may take place during construction. Relay these discrepancies with CM, City and Contractor.
- Review permit requirements, submittals and shop drawings.
- Pre-construction video and photo documentation

Construction

- Coordinate with City staff, including the Police Department, Los Angeles County Fire Department, Cal Trans, utility companies, LACFCD, and other project stakeholders.
- Participate in public outreach activities.
- Ensure Project construction is in accordance with approved PS&E, City Standards, Greenbook and Caltrans Standards.
- Coordinate construction activities inclusive of temporary parking restrictions, temporary traffic control, etc.
- Keep a detailed daily inspection report to include report number, date, weather, temperature, construction crew, equipment, description of activities, photographs, material and bid item quantities and other pertinent information. These will be provided on the following Monday to the City.
- Inspect and observe contractor's equipment for safety, noise rating and compliance, dust control, and graffiti in accordance with project contract and specifications.
- Measure compaction, verify material tickets, quantity of material, temperature of pavement, contractor's quality of workmanship, means and methods, survey grades, and appropriately and accurately document in daily reports.
- Observe BMPs document and report deficiencies, and provide feedback when problems become apparent. Will also review SWPPP and contact appropriate parties when storm events occur.
- Order material testing, survey, and specialized inspection services when necessary.
- Distribute field memos when required to document any change in scope or work, or to verify city or CM directives while on site. Extra work or revisions will be documented and provided to CM for filing.

- Maintain all change order, submittal, RFQ, RFI and correction notices in a spreadsheet format with updates.
- Review and approve monthly billing quantities.
- Attend all Project meetings such as preconstruction, field, and progress meetings.
- Provide complete, documented measurements and calculations to process progress payments, change orders, extra work, etc.
- Prepare in-progress punch lists at the completion of each phase of the project.
- Will be available at all hours including night for inspection of striping, traffic control, or other necessary night work as needed.
- Interview crew for certified payroll compliance.
- Keep a photo log daily of work progress.
- Report to project engineer and city staff, daily via email or text.

TASK 3- LABOR COMPLIANCE

KOA will provide for full labor compliance verification in accordance with LAPM and state prevailing wage law and regulations. Caltrans labor compliance procedures are outlined in the Local Assistance Procedures Manual Chapter 16 Section 9. State prevailing wage law is found in the Public Works Chapter of the California Labor Code, and is administered by the Department of Industrial Relations. This project will conform to requirements of both agencies. Specifically, the LAPM includes requirements for state and federal-aid projects, however since there is no federal-aid, some of these requirements are not necessary, such as the federal Equal Employment Opportunity (EEO) and Disadvantaged Business Enterprise (DBE) provisions.

Per the Caltrans LAPM,

"The RE has the responsibility of enforcing the labor compliance provisions of the contract at the project level. To fulfill this responsibility, the RE and support staff must have a working knowledge of the requirements. A good place to start is a complete review of Form FHWA 1273, Required Federal-aid Contract Language, found in your special provisions. Early oversight and enforcement of the labor compliance requirements is preferable to investigations of violations and withholding penalties. In order to accomplish this, the RE must perform or delegate the following tasks (each task on the list is detailed further below):

- 1. Review the labor compliance provisions of the contract with the contractor at the preconstruction meeting
- 2. Prepare daily reports
- 3. Obtain certified payrolls and owner operator listings
- 4. Check certified payrolls
- 5. Conduct employee interviews
- 6. Maintain written evidence of apprentices employed on the project
- 7. Cross check daily reports, interviews, payrolls and prevailing wage rates
- 8. Document that the required posters and wage rates are displayed at the job site
- 9. Compare all force account (time and material) billings to certified payrolls"

Note that the federal provisions will apply for this project. In essence, the RE will assure that covered workers are paid in accordance with wage requirements; that the daily reports, wage rate determinations, and certified payroll records are in agreement; that discrepancies are resolved and documented; that appropriate postings are on site; that interviews are completed (one person per trade per month); and that apprenticeship requirements are met. We typically require documentation and resolution of all compliance as a condition of the monthly progress payment submittal. The RE typically utilizes the services of the Inspector, CM, and/or Office Engineer to assist in the collection and analysis of Labor Compliance data.

- Our staff will assure that the contractor displays all workplace postings required by the State of California and federal EEO requirements.
- Interviews will be conducted with the crew on a regular basis.
- Certified payroll will be collected and reviewed for compliance with the State and federal Minimum wage requirements per the funding stipulations.
- All documentation will be collected and filed to be available for post-construction audits if needed.

TASK 4- MATERIAL TESTING SERVICES

KOA is partnering with Twining, Inc. for material testing services. These may include compaction tests, asphalt testing, concrete slump tests and strength tests, tests for rebar, grout, and other specialized testing, as needed. Twining is well qualified to provide comprehensive geotechnical services for all types of projects during construction. Material testing shall conform to all Caltrans Standards, the LAPM and the Quality Assurance Program Manual (QAP). They staff all geotechnical activities with a project engineer to review project plans and specifications to ensure proper execution of the project requirements. They also staff projects with experienced field technicians, who are well versed in applicable standards and ensure all work is done in accordance with the appropriate guidelines.

A list of geotechnical engineering and field testing services Twining provides is as follows:

- Geotechnical engineering surface and geologic hazard evaluations, including Caltrans, DSA and OSHPD
- Site-specific seismic hazard evaluations
- Slope stability evaluations, including seismic information and erosion control
- Airfield pavement design in accordance with FAA standards
- Geotechnical engineering and field services during construction, including final reporting to approved geotechnical-related field authorities
- Geotechnical laboratory testing
- Asphalt and pavement engineering, field testing, and laboratory testing
- Vibration monitoring
- Geotechnical engineering forensic evaluations

Twining will:

1. Review and approve ARHM, AC mix designs.
2. Review and approve PCC mix design. Consult with City for approval of PCC mix for the Project.
3. Provide all material source inspection, sampling and testing by a qualified materials engineer as required by the LAPM and the QAP.
4. Provide requested miscellaneous consultation during the Project, including discussion with the contractor to emphasize proper treatment of concrete. Provide all compaction tests per plan, specifications, and regulations per LAPM and the QAP. Provide nuclear compaction testing on the day of paving.

TASK 5- UTILITY AND OUTSIDE AGENCY COORDINATION

The assigned KOA staff has extensive experience with project coordination among various agencies including, but not limited to:

- Caltrans
- Railroad entities
- Coastal Commission
- Counties
- Cities
- Council members and residents
- Historical Societies
- Biologists and archeologists
- Utilities such as
 - Petroleum lines
 - High pressure gas lines
 - Storm drain lines
 - Sewer lines
 - Communication lines
 - Power lines
 - Water lines
- Private developments
- Homeowner associations
- Emergency units

The following duties will be included in this task:

- Send notification of the pre-construction meeting to all affected utility companies, Police Department, Los Angeles County Fire Department, Waste Management, MTA, SCE etc.
- Review Project scope of work with each utility company at the pre-construction meeting, review possible conflicts and work with each utility to insure that specific needs of the Project are understood.

- Coordinate with utility companies to expedite the identification of any unknown utilities found during construction.
- Coordinate relocation work by utility companies.

TASK 6- PROJECT CLOSE-OUT SERVICES

KOA staff will provide closeout services to ensure the project has been completed within the allotted budget. Our staff will develop project punch list as project progresses, and make certain that the contractor is informed and follows up with fulfilling punch list items.

We will:

- Coordinate a final walk-through with all affected stakeholders, prepare punch list, certify completion of the Project and recommend acceptance.
- Transmit Record Drawings (As-Builts) from the engineer of record to the City.
- Finalize record drawings/As-Builts, contract bid items, claims, change orders and punch list items.
- Prepare all final reports, including report of completion for acceptance of the Project.
- Finalize and deliver all construction files to the City for archives.
- Provide electronic copy of all reports and construction files to City.
- Provide electronic version of all record drawings and files in PDF file format.
- Address all unresolved issues including, but not limited to, change orders, claims, etc.
- Complete documentation required by Caltrans, LA Metro and the City.

SCHEDULE AND MILESTONES

Schedule Review: KOA is intimately familiar with several main stream scheduling software utilized by the public works contracting industry, including, but not limited to, Primavera P3® Suretrak® and Microsoft Project®. KOA will review the baseline construction schedule, including activity sequences and duration, schedule of submittals, and schedule of delivery for products with long lead-times. The KOA team will evaluate the baseline project schedule for the following:

- Consistency with the contract schedule (completion within the contract time)
- Accurate start dates, completion dates, other dates detailed in the contract
- Any impacts of weather and change orders
- Sufficient detail – including submittal process and procurement requirements
- Sequence of construction and correct schedule logic
- Identification of the critical path and project float

The schedule will not be approved as the baseline until all discrepancies are resolved.

Schedule Control: During the progress of construction, KOA will compare the contractor's monthly schedule updates to the baseline schedule and any approved time extensions, note shortcomings, and monitor and track corrections by the Contractor to keep the Project Schedule on track. A 4-

week look-ahead will be required from the contractor, updated weekly, and presented at the weekly construction progress meetings. This tool will keep the entire team looking one month ahead of the project and will facilitate proactive handling of project activities and issues. If necessary, KOA will negotiate time extensions due to change orders or other delays.

DOCUMENT CONTROL

- Problems and Solutions: KOA'S proactive approach serves to anticipate and resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts, and recommended solutions. KOA will quickly implement the alternative, which suits the best interests of the project and the City. KOA will effectively and expeditiously communicate with City staff, Design Consultants and the Contractor to identify conflicts construction problems, coordination issues, and will obtain needed action and response to submittals and RFI's.
- Document Control Tracking System: KOA is familiar with several Document Control systems such as Virtual Project Manager (VPM), Pro-Core, and EDOC, and can coordinate with the City to use any preferred system to manage and upload documents for all parties to access during the project. These programs can also limit the users to allow access to certain people or all project personnel. Additionally, complete and current project files shall be kept at the job site, or at a location agreeable to the City, and shall be available to the City at all times. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFI's, field orders, change orders, claims inspection reports, test reports, etc. KOA has a detailed file indexing system for all project hard files, and a contract administration database customized for public works agency construction management for management of digital data and scanned documents. KOA has already developed customized forms, reports database structure, and work breakdown structure, well suited for this project. We will adapt our system to the specific needs of the project, to monitor, track and control the project. This detailed tracking system will enable us to provide an accurate assessment of the progress to the City with recommendations to maintain or improve adherence to the approved project schedule. The table to the right details the systems available to the project and the frequency of updates for the related processes & documents.
- Documentation Interpretation & Technical Assistance: KOA will perform the coordination and expediting between the contractor, design team and City Staff to clarify any questions for interpretation of the construction documents. Timely, firm and fair determinations will be processed to minimize cost and time impacts to the project.

IV. COST PROPOSAL- INCLUDED IN SEPARATE SEALED ENVELOPE



KOA FEE PROPOSAL - REVISED 1/30/2020

Construction Management and Inspections Services for
 Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project
 Federal Project No. HISPL-5202 (018) Job No. 7595, Plan No. P-728

Task/Classification	Engineer/Structures Rep	Construction Observer/Inspector	Total Hours	Subconsultant	TOTAL
	\$ 170.00	\$ 135.00			
Task 1- Project Coordination	80	80	160		\$ 24,400.00
Task 2- Inspection	134	480	614		\$ 87,580.00
Task 3- Labor Compliance	80	16	96		\$ 15,760.00
Task 4- Material Testing (ALLOWANCE)				\$ 24,000.00	\$ 24,000.00
Task 5- Utility and Outside Coordination	80	40	120		\$ 19,000.00
Task 6- Project Closeout	26	24	50		\$ 7,660.00
Mileage Reimbursement-Included in rate				\$ -	\$ -
	400	640	1040		
TOTAL	\$ 68,000.00	\$ 86,400.00			\$ 178,400.00

AVERAGE HOURS PER DAY

5.00

8

ASSUMES 80 working days for construction

SCOPE OF SERVICES:

Part time Construction Inspection, including conformance with federal-aid funding requirements

Labor Compliance services to verify conformance with prevailing wage rate requirements

Material Testing services to verify conformance with Quality Assurance Program. Fee includes a 10% markup for overhead

Full time Construction Inspector to document labor, equipment, materials, and conformance to contract documents

Fee includes an allowance for material testing services as needed

Design Constructability Review (No Cost)

C. Stephan, P.E.

Vice President, KOA Corporation

1/30/2020

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Martin Pastucha, Interim Director of Public Works
Patsy Orozco, Civil Engineering Assistant II

Date: February 18, 2020

Subject: Consideration to Approve Fiscal Year 2020-2021 Landscaping and Lighting Assessment District Resolution Initiating Proceedings and Ordering the Engineer's Report

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7982 (Attachment "A") initiating the proceedings for the Fiscal Year (FY) 2020-2021 Levy of Annual Assessments for the Landscaping and Lighting Assessment District (LLAD); and
- b. Order the preparation of the Engineer's Report by Willdan Engineering in an amount not to exceed \$5,000.

BACKGROUND:

1. Pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, in FY 1981-1982 the City Council established a citywide Landscaping and Lighting Assessment District to cover street lighting maintenance and operational costs. The LLAD is comprised of 5,178 parcels and the assessment, based on benefit, has been levied each year since that time.
2. In April 1995, the City Council accepted staff's recommendations to continue using the current assessment methodology with the exception of those assessments for single family corner lots, which would be based on front footage only (side yards not included). The change in assessing corner lots began in FY 1995-1996 and has continued through the present year.
3. In FY 2002-2003, the City conducted property owner protest ballot proceedings for a proposed assessment increase. The proposed increase was not approved.

Consideration to Approve Fiscal Year 2020-2021 Landscaping and Lighting Assessment District Resolution Initiating Proceedings and Ordering the Engineer's ReportPage 2 of 3

4. In FY 2003-2004, the City again submitted a proposed assessment increase to the property owners based on the District's estimated expenses and revenues. The property owners approved the proposed assessment increase and established new maximum assessment rates for the various land use classifications within the District.
5. For this current fiscal year (FY 2019-2020), the LLAD Engineer's Report determined that estimated operating and personnel costs would be \$412,713. However, the current levy rates are only projected to raise \$331,182. The \$81,531 deficit is funded by the General Fund.

ANALYSIS:

The purpose of the LLAD is to equitably assess properties in proportion to the special benefit received from improvements and to cover the cost of maintenance and operation of the lighting system within the City's streets. The City Council has previously approved the methodology for assessments (which excluded costs for City parking lot lighting), and staff will continue with the same methodology this year.

The City has used Willdan Financial Services to prepare the required LLAD Engineer's Report in previous years. The firm is currently under an as-needed engineering services agreement with the City. They are experienced and very familiar with the City's LLAD. Staff recommends that the City continue using Willdan Financial Services, Inc. to prepare the LLAD Engineer's Report for Fiscal Year 2020-2021. The work timeline is shown in Attachment "B", and the proposed scope of services and cost of \$5,000 by Willdan is identical to last year's LLAD proceedings. The proceedings will be conducted in accordance with the State of California Landscaping and Lighting Act of 1972.

The costs outlined in the Engineer's Report for FY 2020-2021 will be included in the proposed City's Budget and will be assessed in FY 2020-2021 after City Council consideration and approval. City staff recommends using the same assessment methodology. The exact amounts and the assessment rate comparison will be shown in the Engineer's Report.

BUDGET IMPACT:

There is no impact to the current FY 2019-2020 Budget as funds were allocated in Account No. 027-344-0000-4260 (Street Lighting Fund – Operating Expenses).

Consideration to Approve Fiscal Year 2020-2021 Landscaping and Lighting Assessment District Resolution Initiating Proceedings and Ordering the Engineer's ReportPage 3 of 3

CONCLUSION:

City staff recommends that the City Council direct staff to proceed with the FY 2020-2021 LLAD by adopting the Resolution to initiate procedures and order the Engineer's Report.

ATTACHMENTS:

- A. Resolution No. 7982
- B. Work Schedule

ATTACHMENT “A”**RESOLUTION NO. 7982**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, INITIATING PROCEEDINGS FOR THE 2020-2021 LEVY OF ANNUAL ASSESSMENT FOR THE CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT, AND ORDERING THE PREPARATION OF AN ENGINEER’S REPORT PURSUANT TO THE PROVISIONS OF DIVISIONS 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

WHEREAS, the City Council of the City of San Fernando proposes to levy the annual assessment for the Landscaping and Lighting Assessment District (hereinafter referred to as the “District”) pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, being the “Landscaping and Lighting Act of 1972”; and

WHEREAS, the City Council of the City of San Fernando proposes that the net annual cost for improvement, maintenance and/or service of certain public facilities shall be fairly distributed among all assessable lots and parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements within the District; and

WHEREAS, the provisions of said Division 15, Part 2, require a written Engineer’s Report in accordance with Chapter 3 (commencing with Section 22620).

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

Section 1. The above recitals are all true and correct.

Section 2. WILLDAN FINANCIAL SERVICES, is hereby ordered to prepare and file with the City Council a “Engineer’s Report” relating to the 2020-2021 levy of annual assessment for said District in accordance with the provisions of Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

Section 3. Upon completion, said “Engineer’s Report” shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to Section 22623 of said Street and Highways Code.

PASSED, APPROVED, AND ADOPTED this 18th 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 at a regular meeting of the City Council held on the 18th day of February, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT “B”**Fiscal Year (FY) 2020-2021 Landscaping and Lighting Assessment District**

All dates are in calendar year 2020.

February 18	City Council adopts a Resolution initiating proceeding and ordering the preparation of an Engineer’s Report.
February 19	City Engineer authorizes Willdan Financial Services to begin work using same methodology (as used in FY 2019-2020) for the Engineer’s Report.
February 20–April 29	Prepare cost estimate and include/reference in the FY 2020-2021 street lighting budget, considering the FY 2020-2021 expenditures.
February 20-April 29	Compile parcel and zone changes for FY 2020-2021.
April 30	Willdan submits the Engineer’s Report to the City.
May 18	Resolution approving the Engineer’s Report, declaring the intention to order the annual lighting assessment and setting a date for the Public Hearing (June 15, 2020).
May 26	Send notice of Public Hearing with a copy of the Resolution for June 4, 2020 publication (10+ days prior to Hearing).
June 15	Public Hearing - Resolution declaring the continued maintenance of City street lights and confirming the annual assessment; Resolution is authorizing the addition of special assessment to the tax bill.
August 10	Submission of direct assessment via magnetic tape to Los Angeles County Auditor-Controller; City of San Fernando 2020-2021 Landscaping and Lighting District Account No. 240.52 (signed by the City Manager).
August 10	Submit parcel exception checklist to Los Angeles County Assessor’s Office by City and Willdan.

Note: Street lighting assessment proceedings are performed in advance so that assessments may appear in the Los Angeles County Tax Rolls the same year lighting costs are incurred, FY 2020-2021.

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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 18, 2020

Subject: Consideration to Adopt a Resolution Amending the Fiscal Year 2019–2020 Salary Plan to Implement Negotiated Wage Adjustments for the San Fernando Police Officers’ Association – Police Management Unit

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7983 (Attachment “A”) amending the Fiscal Year (FY) 2019–2020 Salary Plan to implement negotiated wage adjustments for the San Fernando Police Officers’ Association – Police Management Unit (SFPOA-PMU);
- b. Approve the implementation of the updated and negotiated wages for all applicable employees; and
- c. 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. On June 17, 2019, the City Council approved the FY 2019-2020 Salary Plan (Resolution No. 7919) to implement the provisions in applicable MOUs. Subsequent amendments to Resolution No. 7919 were approved by the City Council on September 3, 2019, October 7, 2019, and February 3, 2020 via Resolution Nos. 7948, 7952, and 7980, respectively, to implement new MOUs.
3. 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.

Consideration to Adopt a Resolution Amending the Fiscal Year 2019-2020 Salary Plan to Implement Negotiated Wage Adjustments for the San Fernando Police Officers' Association – Police Management UnitPage 2 of 4

4. On February 3, 2020, the City Council approved a five-year MOU (Contract No. 1939) with SFPOA-PMU that includes certain changes to salaries and benefits for the term of July 1, 2019 through June 30, 2024.

ANALYSIS:

The MOU between the City and SFPOA-PMU includes the following changes to employee salaries and benefits for FY 2019-2020:

- Salary: 4.0% Cost of Living Adjustment (COLA) effective the first day of the first full pay period beginning after July 1, 2019, with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost.
- 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.
- 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.
- 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 300 hours.
- 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.
- 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).
- 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.

In order to implement the MOU, it is necessary to amend the FY 2019-2020 Salary Plan.

Consideration to Adopt a Resolution Amending the Fiscal Year 2019-2020 Salary Plan to Implement Negotiated Wage Adjustments for the San Fernando Police Officers' Association – Police Management Unit

Page 3 of 4

BUDGET IMPACT:

Sufficient funds are included in the FY 2019-2020 Adopted Budget to cover all the salary and benefit provisions herein addressed in this amendment. For additional information regarding the funds for the SFPOA-PMU wages, please refer to the staff report for Agenda Item No. 5 of the City Council Meeting of February 3, 2020 (<http://ci.san-fernando.ca.us/city-council/#agenda-minutes-audio>).

CONCLUSION:

Approval of the amended Salary Plan is necessary to implement the provisions in the executed MOU with SFPOA-PMU.

ATTACHMENT:

A. Resolution No. 7983

ATTACHMENT “A”

RESOLUTION NO. 7983

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, 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 the following portion of “Schedule MP for Sworn Police Management (SFPOA-PMU)” on page 3 effective the first day of the first full pay period beginning after July 1, 2019:

SCHEDULE MP FOR SWORN POLICE MANAGEMENT (SFPOA-PMU)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
75	9535	10011	10511	11037	11589

SECTION 2: That that portion of Section 1 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by adding the following portion to “Schedule MP for Sworn Police Management (SFPOA-PMU)” on page 3 effective the first day of the first full pay period beginning after July 1, 2019:

SCHEDULE MP FOR SWORN POLICE MANAGEMENT (SFPOA-PMU)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
75	9916	10411	10931	11478	12053

SECTION 3: 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 Salary Steps A – E of the specified job classification on page 7, and replacing them with the following, which reflects a four percent (4%) increase to the base salaries of unit classifications, with each classic CalPERS member picking

up one percent (1%) of the City's contribution to CalPERS. This shall be effective the first day of the first full pay period beginning after July 1, 2019:

<u>CLASSIFICATION</u>	<u>SALARY</u>					
	<u>RANGE</u>					
	<u>NUMBER/</u>					
	<u>SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Police Lieutenant	75MP	9916	10411	10931	11478	12053

SECTION 4: That that portion of Sub-section B of Section 3(E) of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting Item Nos. 1 (Salary) thru 10 (Other Benefits) on pages 27 thru 30, and replacing them with the following:

(1) **SALARY**

The salaries shown for SFPOA-PMU unit employees reflect stipulations from the current MOU (Contract No. 1939), and include a 4.0% Cost of Living Adjustment (COLA) for Fiscal Year 2019-2020, effective the first day of the first full pay period beginning after July 1, 2019, with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost.

(2) **OTHER BENEFITS**

The MOU between the City and SFPOA-PMU also includes the following changes to certain employee benefits for FY 2019-2020:

- A) **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.
- B) **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.
- C) **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.
- D) **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.
- E) **Bilingual Pay:** The City shall provide Bilingual Pay in the amount of one hundred dollars (\$100) per month to unit employees that satisfy the conditions specified under Article 7.01 of the SFPOA-PMU MOU (Contract No. 1939).

- F) Contract Duty Pay: “Contract Duty” means police services contracted through the City and/or paid by a private person, business, organization, entity or other government agency. Unit members who, at their discretion, perform 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 Police Sergeant, plus any longevity and certificate pay to which the employee is entitled.
- G) 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).
- H) Longevity: For unit employees hired prior to January 1, 2012, the City shall pay longevity to all eligible unit members as follows:
- i. 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.
 - ii. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7½%) over and above the base salary step for each employee in this category.
 - iii. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

For unit employees hired on or after January 1, 2012, the City shall pay longevity to all eligible unit members as follows:

- i. 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.
- ii. 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.
- iii. 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.

Effective July 1, 2023, the second tier longevity benefit will be eliminated and all employees will be eligible for first tier longevity benefits.

- I) 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.

For more details on the above benefits, as well as other benefits applicable to SFPOA-PMU unit members, please refer to their current MOU (Contract No. 1939), which was adopted by the City Council on February 3, 2020.

SECTION 5: Except as amended herein, all other provisions of Resolution No. 7919, adopted June 17, 2019, remains unchanged and in full force and effect.

SECTION 6: 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 18th 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 18th day of February, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: February 18, 2020

Subject: Consideration to Approve an Agreement for Special Services with Liebert Cassidy Whitmore

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Agreement for Special Services (Attachment "A" – Contract No. 1941) with Liebert Cassidy Whitmore to continue to provide general labor and employment law services as per the firm's current fee schedule; and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. Liebert Cassidy Whitmore (LCW) is a law firm specializing in California labor and employment law since 1980. LCW has offices in Los Angeles, San Diego, Fresno, San Francisco, and Sacramento and employs 85 staff attorneys.
2. LCW has been providing the City with special labor and employment law services since 1983, assisting with labor negotiations, employee training, litigation and consultation.
3. The scope of services provided by LCW related to this Agreement are consulting, representational and legal services pertaining to employment relations matters, including representation in labor negotiations, and in administrative and court proceedings as may be requested by the City.
4. On June 17, 2019, the City Council approved an Agreement (Contract No. 1922) with LCW for special services pertaining to employee training regarding various employment relations issues for Fiscal Year (FY) 2019 - 2020.

Consideration to Approve an Agreement for Special Services with Liebert Cassidy WhitmorePage 2 of 2

5. On July 15, 2019, the City Council approved an amendment (Contract No. 1873(d)) to an Agreement with LCW to continue to provide labor negotiation services, assisting the City with negotiations for successor MOUs with various bargaining units.

ANALYSIS:

Over the last 15 years, the City has renewed agreements with LCW for various specialized services including employee training, employer representations, and consulting, as well as provision of labor negotiator services. However, the current agreement between the City and LCW that lays out the general fee schedule, and the current range of hourly rates for Attorney, paralegal, and other staff time, as well as costs for applicable miscellaneous services, is out of date as it was last updated in 2005.

The proposed Agreement (Attachment "A"), which replaces the old one from 2005, reflects LCW's current general fee schedule, and does not reflect any new increase in rates. It includes hourly rates that were previously approved by the City Council for specialized legal services such as employee training and labor negotiations.

BUDGET IMPACT:

LCW's services are on an as needed basis, and funding is included in the FY 2019-2020 Adopted Budget. Funds for any additional services from LCW for the remainder of FY 2019-2020 are available.

CONCLUSION:

Staff recommends approval of this Agreement to continue the specialized labor and employment law services provided by LCW, as per the firm's current fee schedule.

ATTACHMENT:

- A. Contract No. 1941

ATTACHMENT "A"
CONTRACT NO. 1941**AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the CITY OF SAN FERNANDO, A Municipal Corporation ("City").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Eighty Dollars (\$210.00 - \$380.00). See Schedule I for a full Fee Schedule. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorney bills its time in minimum units of one-tenth of an hour.

For Litigation Matters

See Schedule II attached for a description of Attorney's Litigation and EDiscovery Management.

Other Expenses

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page. See Schedule I attached.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Professional Liability Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

6. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

7. Assignment

This Agreement is not assignable without the written consent of City.

8. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

9. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

10. Term

This Agreement is effective January 1, 2020, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF SAN FERNANDO,
A Municipal Corporation

By: _____

By: _____
Nick Kimball, City Manager

Name: _____

Date: _____

Title: _____

Date: _____

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	\$370.00 - \$380.00
Senior Counsel	\$325.00
Associates	\$210.00 - \$305.00
Labor Relations/HR Consultant	\$240.00
Paralegals	\$135.00
E- Discovery Specialists	\$135.00
Law Clerks	\$135.00 - \$175.00

2. COSTS

1. Photocopies	\$0.15 per copy
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SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information (“ESI”) in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of \$375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today’s complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief

Date: February 18, 2020

Subject: Consideration to Authorize the Purchase and Installation of Cradlepoint IBR900 Wireless Modems and Approve a Resolution Amending the Fiscal Year 2019-2020 Adopted Budget

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Resolution No. 7984 (Attachment "A") amending the Fiscal Year (FY) 2019-2020 Adopted Budget to appropriate available Asset Seizure Funds in the amount of \$37,000;
- b. Approve the purchase of 20 Cradlepoint IBR900 wireless modems (which includes four spare/backup devices) from AT&T (See Attachment "B" – Bid) and authorize the City Manager to execute a Purchase Order in the amount of \$30,296; and
- c. Approve the installation of 16 Cradlepoint IBR900 wireless modems by KR Nida Corporation (See Attachment "C" – Bid) and authorize the City Manager to execute a Purchase Order in the amount of \$6,392.

BACKGROUND:

1. In 1997, the Police Department (PD) received a technology grant in the amount of \$175,000 for the purchase and implementation of a Mobile Data Terminal (MDT) computer system for the police and parking enforcement vehicles. This project was implemented using the City of Inglewood's existing system and communicating through a UHF data radio (RF) which was the only known affordable technology at the time.
2. In October 2006, the PD purchased 2G wireless modems powered by Verizon, to replace the aging UHF data radios, giving the MDT's greater flexibility and range.
3. In March 2009, the PD was awarded a technology grant in the amount of \$1,050,000. With this grant, the PD, along with Motorola/Advanced Electronics, designed and deployed a new

Consideration to Authorize the Purchase and Installation of Cradlepoint IBR900 Wireless Modems and Approve a Resolution Amending the Fiscal Year 2019-2020 Adopted BudgetPage 2 of 3

concept called “Virtual Patrol.” Virtual Patrol is a video surveillance system currently utilized in the City’s parks, police vehicles (MDTs) and the Communication Center. Virtual Patrol is interconnected by Motorola’s MESH Network and the City’s existing network system, which is an older network infrastructure.

4. In August 2013, the PD replaced 2G wireless modems in each vehicle with 4G wireless modems to increase speed and capability for in-car MDTs.

ANALYSIS:

Since 2013, wireless modem technology has changed significantly. The PD’s current 4G wireless modems that transmit data between the in-car computer and network servers at the Police Station are outdated as they do not cover the full spectrum of current bandwidths and are no longer supported by the manufacturer.

After consulting with Verizon (the current service provider), Bearcom (City’s MESH communications network support vendor), and Saalex (the City’s Information Technology vendor), it was determined that Cradlepoint IBR900 wireless modems are the best product to meet the City’s needs as they incorporate the latest technology for wireless modems and will significantly increase speed, stability and capability.

The City requested bids to purchase and install 20 Cradlepoint IBR900 wireless modems and related equipment from Verizon, AT&T and KR Nidia Corporation, who are all authorized Cradlepoint retailers. The City received the following two bids in response to the request:

- AT&T: \$30,295.60, including tax (includes a three-year NetCloud Mobile Essentials Plan). This bid is for equipment only and does not include installation.
- KR Nida Corporation: \$28,837.19, including tax (includes only a one-year NetCloud Mobile Essentials Plan). KR Nida Corporation provided a bid to install the equipment for an additional \$6,392.
- Verizon Wireless: Did not provide a bid for the requested equipment.

Although KR Nida Corporation provided the lowest bid, it only includes one year of support, equipment warranty, and software updates. AT&T’s bid provides three years of support, equipment warranty, and software updates, which is critical to ensure that the City is maximizing the equipment’s functionality. Therefore, staff recommends accepting AT&T’s bid to purchase the equipment.

Consideration to Authorize the Purchase and Installation of Cradlepoint IBR900 Wireless Modems and Approve a Resolution Amending the Fiscal Year 2019-2020 Adopted BudgetPage 3 of 3

The City only received one bid for installation of the wireless modems and related wiring equipment, which was from KR Nida Corporation in the amount of \$6,392 (Attachment "C"). Therefore, staff recommends accepting KR Nida Corporation's bid to install the equipment.

Purchase and installation of updated wireless modems is critical to enhance the City's field officers' ability to provide public safety, therefore, this is considered an eligible expense for the State Asset Forfeiture Fund, which has a current unallocated balance of \$37,950.

BUDGET IMPACT:

Funds are available in Fund 20 State Asset Forfeiture, but were not allocated for this purchase and installation during FY 2019-20. Staff is recommending that the City Council approve the Budget Amendment and purchase of the Cradlepoint IBR900 Wireless modems from AT&T and Installation by KR Nida Corporation in an amount not to exceed \$37,000, by utilizing Fund 20 State Asset Forfeiture funds, account #020-225-0000-4500.

CONCLUSION:

The PD has established the need to replace the current wireless modems for the police and parking enforcement vehicles. Therefore, staff is recommending the City Council approve the purchase of 20 Cradlepoint IBR900 wireless modems (which includes four spare/backup devices) from AT&T and approve the installation of 16 Cradlepoint IBR900 wireless modems by KR Nida Corporation.

ATTACHMENTS:

- A. Resolution No. 7984
- B. AT&T Equipment Bid
- C. KR Nida Corporation Installation Bid

ATTACHMENT “A”**RESOLUTION NO. 7984****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2019-20 ADOPTED ON JULY 1, 2019**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2019-20, commencing July 1, 2019, and ending June 30, 2020; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2016.

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

Section 1. The following adjustments are made to the City Budget:

Fund 20 – State Asset Forfeiture Fund (020-225-0000-4500)
(Purchase of Wireless Modems and Installation)

Decrease In Revenues:	\$37,000
Increase in Expenditures:	\$37,000

PASSED, APPROVED, AND ADOPTED this 18th 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 18th day of February, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

VENDOR INFORMATION:	
Vendor Name:	AT&T
Address (For Remittance):	PO Box 5019
City, State, Zip:	Carol Stream, IL 60197-5019
VENDOR CONTACT	
Name:	Renaldo Russell
Title:	Engagement Manager
Phone:	770-375-4119
Email:	zr606g@att.com
BUDGETARY QUOTE	
Created Date:	2/10/2020
Expiration Date:	3/10/2020



AT&T

CUSTOMER INFORMATION	
Customer Name:	City of San Fernando Police Department
Shipping Address:	117 N MACNEIL ST
City, State & Zip	SAN FERNANDO CA 91340
Attn:	Kenji Martinez
Contact Phone:	818-817-1926
BILLING INFORMATION	
Bill To:	City of San Fernando Police Department
BAN	
FAN	
ACTIVE CTN on BAN	
Customer EMAIL for NCM Admin	0

Cradlepoint Solution

SKU	QUANTITY	DESCRIPTION	MSRP PRICE	MSRP TOTAL	EXT. PRICE	EXT. TOTAL
MA3-0900120B-NNA	20	3-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem), no AC power supply or antennas, North America	\$1,248.00	\$24,960.00	\$1,101.18	\$22,023.53
CP-1002-1-PAN	20	Low profile Sharkfin, "5 in 1" Antenna Black: MiMo 2G/3G/4G LTE, MiMo 2.4/5GHz Wi-Fi, GPS/GNSS, 5m/16' cables. Cradlepoint Certified Antennas by Panorama	\$315.31	\$6,306.20	\$275.90	\$5,517.93
TOTAL			\$1,563.31	\$31,266.20	\$1,377.07	\$27,541.45

Tax Not Incl, F.O.B., SHIP. PT., PPD/CHG

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AT&T shall pass through to Customer any warranties available from the Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties, including but not limited to RMA's. Cradlepoint devices are non-refundable. Device exchange & replacement directly through the manufacturer is available via Cradle Care.



KR Nida Corporation

3827 Foothill Boulevard
La Crescenta, CA 91214
(818) 957-1248 Phone
(818) 957-0719 Fax

QUOTATION

Date	QUOTATION
2/7/2020	Q020847

Name / Address
SAN FERNANDO POLICE DEPARTMENT 910 FIRST STREET SAN FERNANDO, CA 91340 (818) 898-1254 FAX (818), CA 365-7764 ATTN:Sgt Woodward

Ship To
SAN FERNANDO P.D. Attn:Fernando Miranda 910 FIRST STREET SAN FERNANDO, CA 91340

		P.O. No.	Terms	Rep	Project
			Net 30	RM	
Item	Description	Qty	Cost	Total	
MA1-0900600M-...	Cradlepoint 1-yr NetCloud Essentials for Mobile Routers (Prime) with Support and IBR900 Cellular Router with WiFi (600Mbps Modem), No AC Power Supply or Antennas, North America.	20	996.17	19,923.40T	
PRO5C2L2WG6	Parsec High Performance Pro-C IP67 5-in-1 Antenna, 2 LTE, 2 WIFI, 1 GPS, 6-FT Cabling, Bolt Mount, Black.	20	314.6115	6,292.23T	
			Subtotal	\$26,215.63	
THIS QUOTE IS VALID FOR 90 DAYS.			Sales Tax (10.0%)	\$2,621.56	
Signature _____			Total	\$28,837.19	



KR Nida Corporation

3827 Foothill Boulevard
La Crescenta, CA 91214
(818) 957-1248 Phone
(818) 957-0719 Fax

QUOTATION

Date	QUOTATION
2/7/2020	Q020891

Name / Address
SAN FERNANDO POLICE DEPARTMENT 910 FIRST STREET SAN FERNANDO, CA 91340 (818) 898-1254 FAX (818), CA 365-7764 ATTN:Sgt Woodward

Ship To
SAN FERNANDO P.D. Attn:Fernando Miranda 910 FIRST STREET SAN FERNANDO, CA 91340

		P.O. No.	Terms	Rep	Project
			Net 30	RM	
Item	Description	Qty	Cost	Total	
INSTALLATION	INSTALLATION SERVICE - Install Cradlepoint routers and antennas to trunk lid run all necessary cables to vehicles and test.	16	350.00	5,600.00	
PARTS	Installation materials, wiring, fuses and Misc parts as needed Note installation to vehicle roof plus 1 hour per vehicle @\$95.00 per hour Customer to supply all necessary hardware for installation including routers, antenna, coax and power cables	16	45.00	720.00T	
			Subtotal	\$6,320.00	
THIS QUOTE IS VALID FOR 90 DAYS.			Sales Tax (10.0%)	\$72.00	
Signature _____			Total	\$6,392.00	

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: February 18, 2020

Subject: Consideration to Adopt a Resolution Establishing User Fees and Charges for Services Provided by the Recreation and Community Services Department

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7981 (Attachment "A") setting fees and charges associated with the programs and activities conducted by the Recreation and Community Services Department.

BACKGROUND:

1. The City assesses user fees for certain services including, but not limited to, encroachment permits, inspection fees, facility rental fees, film permits, etc. When an individual pays a user fee, they receive a direct service or derive some other special benefit or entitlement.
2. The purpose of charging user fees is to recover part or all of the cost of providing the service. When the full cost is not recovered, the activity is subsidized by general tax revenue.
3. The City has established the Self Sustaining Recreation Programs Fund (Fund 017) to account for revenues and expenditures related to fee based recreation programs, including part-time staff salaries, equipment, and supplies. The Fund is also used to account for contract instructors' salaries, special events supplies, and the software registration transaction fees.
4. The recreation programs and activities accounted for in Fund 017 include, but are not limited to, sports leagues, day camps, senior trips and dances, exercise classes, cultural arts events, and the 5K Relay. Staff reviews and updates the user fee annually based on the cost recovery levels set forth by the 2017 comprehensive fee study conducted by Willdan Financial Services.
5. On May 7, 2018, the City Council adopted Resolution No. 7849 establishing the FY 2018-2019 Annual Fee Schedule for all City services based on the fee study. The Fee Schedule included a cost recovery policy for recreation programs of 50% - 60% of actual cost, but the Resolution did not include an itemized fee schedule for each recreation program.

Consideration to Adopt a Resolution Establishing User Fees and Charges for Services Provided by the Recreation and Community Services DepartmentPage 2 of 2

ANALYSIS:

As previously mentioned, the City Council adopted a fee recovery policy for recreation programs of 50% - 60% of actual cost. However, an itemized fee schedule for each recreation program was not included in the current adopted fee schedule. Although the current Fee Resolution establishes the authority to charge fees, omitting an itemized fee schedule for recreation programs may lead to confusion and frustration by customers that find it difficult to locate the cost for participating in the City's recreation programs.

Additionally, the City is planning to implement a new recreation program registration software that will increase staffs' ability to manage recreation program registration and allow customers to register for programs and pay online. This enhanced customer service, particularly related to the ability to register and pay online, will have an associated cost of approximately \$1.00 per activity.

The proposed Resolution will adjust recreation program fees to include the \$1.00 per activity for the enhance online services and provide an itemized fee schedule to better assist customers with locating the cost of the City's recreation programs.

BUDGET IMPACT:

Pursuant to the City's General Financial Policy, the City sets Recreation Program fees to recover at least 50% to 60% of the cost to provide the program. The proposed Resolution complies with that policy.

CONCLUSION:

Staff recommends that City Council adopt proposed Resolution No. 7981, effective July 1, 2020, to adjust recreation program fees to include the transaction cost of the enhance online services and provide an itemized fee schedule to better assist customers with locating the cost of the City's recreation programs.

ATTACHMENT:

A. Resolution No. 7981 with Exhibit 1 – Recreational Activities Fee Schedule

ATTACHMENT “A”**RESOLUTION NO. 7981****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ESTABLISHING FEES AND CHARGES FOR RECREATION PROGRAMS AND ACTIVITIES**

WHEREAS, the Recreation and Community Services Department provides a wide array of Recreational Activities to meet the diverse interests of the San Fernando community, the activities provided include but are not limited to sports leagues, day camps, senior trips and dances, exercise classes, cultural arts events, and the 5K Relay;

WHEREAS, the Self-Sustaining Recreational Activities account (Fund 017) is used to account for revenues generated by, and expenditures incurred from, operating the City’s recreation programs, including but not limited to, part-time and contracted instructors salaries, equipment, supplies, and registration software fees;

WHEREAS, the cost of implementing the Recreational Activities is reasonably borne by the Department by revenue produced from those paying fees and charges to participate in the activities, the proposed fees and charges, included herein as Exhibit “1” do not exceed the City’s reasonable cost of providing the services necessary for the activities;

WHEREAS, California Government Code Section 66000 *et seq.* authorizes the City to adopt fees and charges for municipal services, provided such fees or charges do not exceed the estimated reasonable cost to the City of providing the services for which the fees and charges are imposed;

WHEREAS, On May 7, 2018, the City Council adopted Resolution No. 7849 establishing the Fiscal Year 2018-2019 Annual Fee Schedule for all City services based on the Willdan Financial Services comprehensive fee study;

WHEREAS, the adoption of this Resolution approves the proposed established fees and charges for the purpose of meeting the operating expenses of the recreational activities programming; and is, therefore, exempt from the California Environmental Quality Act (Public Resources Code Sections 21080 *et seq.*) pursuant to Public Resources Section 21080 (b)(8)(A); and

WHEREAS, all requirements of state law, including where applicable, California Government Code Sections 66016 and 66018, are hereby found to have been satisfied.

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

SECTION 1. The City Council hereby finds and determines that the above recitals are true and correct.

SECTION 2. The City council hereby adopts the fees and charges set forth in Exhibit 1 that are proposed to be established shall become effective July 1, 2020.

SECTION 3. Those fees and charges that have been established and set forth in Exhibit 1 shall continue and remain in effect unless and until modified by resolution or other action of the City Council.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction shall not affect the validity or effectiveness of the remaining portions of this resolution or any thereof. The City Council hereby declares that is would have passed each section, subsection, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and it shall thereupon take effect.

PASSED, APPROVED, AND ADOPTED this 18th day of February 2020.

Joe Fajardo, Mayor

ATTEST:

Elena G. Chavez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of February, 2020 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chavez, City Clerk

Recreational Activity Fee Schedule

Activity	Age Group	Category	Fee
Line Dance	18 and up	Senior Services	\$11.00 Res, \$11.00 Non-Res
Senior Dinner Dance	55 and up	Senior Services	\$26.00 Res, \$26.00 Non-Res
Senior Regular Dance	55 and up	Senior Services	\$16.00 Res, \$16.00 Non-Res
Stretch to the Music	18 and up	Senior Services	\$31.00 Res, \$31.00 Non-Res
Lifting & Energy Training	18 and up	Senior Services	\$16.00 Res, \$16.00 Non-Res
Stretch to the Music	18 and up	Senior Services	\$31.00 Res, \$31.00 Non-Res
Senior Music Class	18 and up	Senior Services	\$20.00 Res, \$20.00 Non-Res
Cardio Dance & Pump Class	55 and up	Senior Services	\$35.00 Res, \$40.00 Non-Res
Zumba	55 and up	Senior Services	\$35.00 Res, \$40.00 Non-Res
Bingo	55 and up	Senior Services	\$3.00 LP, \$4.00/\$6.00 Rec.
Las Palmas Senior Citizens Club	55 and up	Senior Services	\$37 annually
Extended Trip (Travel Agency)	18 and up	Senior Services	Market Price
Day Trip	18 and up	Senior Services	Market Price
Music Class	18 and up	Cultural Arts	\$21.00 Res, \$21.00 Non-Res
Azteca Dance	5 and up	Cultural Arts	\$11.00 Res, \$11.00 Non-Res
Folklorico (Mexican Folkdance)	5 and up	Cultural Arts	\$62.00 Res, \$62.00 Non-Res
Mariachi Master Apprentice Program	10 - 18	Cultural Arts	\$45.00 Res, \$45.00 Non-Res
All Abilities Art Class	All ages	Cultural Arts	\$40.00 Res, \$45.00 Non-Res
Fearless Boxing	18 and up	Fitness & Wellness	\$35.00 Res, \$35.00 Non-Res
Total Body Conditioning	18 and up	Fitness & Wellness	\$35.00 Res, \$35.00 Non-Res
Spin/Cycling	18 and up	Fitness & Wellness	\$35.00 Res, \$35.00 Non-Res
Principles of Yoga	18 and up	Fitness & Wellness	\$35.00 Res, \$35.00 Non-Res
Zumba	18 and up	Fitness & Wellness	\$35.00 Res, \$35.00 Non-Res
All Inclusive Zumba	14 and up	Fitness & Wellness	\$35.00 Res, \$35.00 Non-Res
Balance, Strength & Healthy Mind	18 and up	Fitness & Wellness	\$25.00 Res, \$25.00 Non-Res
Fit Pass	18 and up	Fitness & Wellness	\$35.00 Res, \$35.00 Non-Res
Volleyball	18 and up	Sports	\$120.00 Res, \$120.00 Non-Res
Tiny Tykes Basketball Clinic	4 - 6	Sports	\$72.00 Res, \$82.00 Non-Res
Tiny Tykes Soccer Clinic	4 - 6	Sports	\$72.00 Res, \$82.00 Non-Res
Tiny Tykes Baseball Clinic	4 - 6	Sports	\$72.00 Res, \$82.00 Non-Res
Adult Basketball	18 and up	Sports	\$310.00 Res, \$310.00 Non-Res
Karate	5 and up	Sports	\$45.00 Res, \$45.00 Non-Res
Mission City Baseball	3 - 8	Sports	\$87.00 Res, \$97.00 Non-Res
Mission City Baseball	9 - 14	sports	\$165.00 Res, 185.00 Non-Res
Coed Softball	18 and up	Sports	\$360.00 Res, \$360.00 Non-Res
Wooden Bat Softball	18 and up	Sports	\$360.00 Res, \$360.00 Non-Res
Youth Basketball	7 - 16	Sports	\$85.00 Res, \$95.00 Non-Res
Summer Day Camp	5 - 13	Camps	\$85.00 Res, \$95.00 Non-Res
Winter Camp	5 - 13	Camps	\$85.00 Res, \$95.00 Non-Res
Family Camp Night	All ages	Camps	\$25.00 per camp site
5K Kids Run	3 - 10	Special Event	\$5.00
5K Individual	All ages	Special Event	\$10.00 per sale, \$20 day of 5K
5K Relay	All ages	Special Event	\$20.00 per sale, \$40.00 day of 5K
Breakfast with the Bunny	All ages	Special Event	\$5.00
Non-Profit Vendor Booth		Special Event	\$35.00
Non-Sale Vendor Booth		Special Event	\$60.00

Recreational Activity Fee Schedule

Activity	Age Group	Category	Fee
Sale Vendor Booth		Special Event	\$100.00
Activity Cancelation Fee		Admin	\$10.00 per activity
Rental Cancelation Fee -14 days prior		Admin	\$150 + retain the 20% Deposit
Rental Cancelation Fee -15 to 30 days prior		Admin	\$75.00
Rental Cancelation Fee -31 to 60 days prior		Admin	\$25.00
Rental Change Fee		Admin	\$25.00 per occurance
Referee Fee		Admin	\$30.00 per game
Trip Cancelation Fee - 35 days or more prior to trip		Admin	\$10.00
Trip Cancelation Fee - 34 days or less prior to trip		Admin	Loss of Trip Depsoit

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: February 18, 2020

Subject: Consideration to Adopt a Resolution and Approve an Installment Sale Agreement to Purchase Property Located at 13441 Foothill Boulevard, Los Angeles

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7985 (Attachment “A”) approving an Installment Sale Agreement; and authorizing certain actions in connection therewith;
- b. Authorize the City Manager to execute an Installment Sale Agreement (Attachment “B” – Contract No. 1943) with JPMorgan Chase Bank, N.A.; and
- c. Authorize the City Manager to make non-substantive edits and execute all related documents.

BACKGROUND:

1. In June 2018, staff began discussions with the property owner of 13441 Foothill Boulevard, Los Angeles to purchase said property for future development of a water storage facility (reservoir).
2. On July 20, 2018, the City released an informal Request for Proposals (RFP) for financial advisor services related to securing and executing financing to fund the purchase of said property for future development of a water reservoir.
3. On July 27, 2018, the City received two (2) proposals: 1) Fieldman, Rolapp & Associates (FRA), and 2) Ramirez & Co., Inc. (Ramirez).
4. On August 8, 2018, the City Manager executed an administrative contract with Ramirez to serve as the City’s Placement Agent for an amount not-to-exceed \$15,000 per fiscal year.

Consideration to Adopt a Resolution and Approve an Installment Sale Agreement to Purchase Property Located at 13441 Foothill Boulevard, Los AngelesPage 2 of 4

5. On August 10, 2018, the City Manager executed an administrative contract with FRA to serve as the City's Municipal Advisor for an amount not-to-exceed \$15,000 per fiscal year.
6. On August 29, 2018, the City engaged Nixon Peabody to serve as Bond Counsel for an amount not-to-exceed \$25,000.
7. On January 27, 2020, the City Council approved a Purchase and Sale Agreement and Joint Escrow Instructions for the property located at 13441 Foothill Boulevard, Los Angeles, for a purchase price of \$950,000. See City Council Agenda Item No. 4 on January 27, 2020 for additional information (<http://ci.san-fernando.ca.us/city-council/#agenda-minutes-audio>).

ANALYSIS:

Due to the strong market conditions and limited Water Enterprise Fund resources, the City decided to finance the purchase of the property through a private placement financing (i.e., borrowing directly from a bank), which significantly reduces issuance costs for relatively small debt placements. Consequently, the City awarded administrative contracts to FRA, Ramirez, and Nixon Peabody to serve as the Financing Team.

Once the City reached a tentative agreement with the property owner, the Financing Team began soliciting proposed rates for a 10-year financing term from various financial institutions. The City ultimately received proposals from three financial institutions:

1. JPMorgan Chase
2. BBVA Compass
3. Opus Bank

JPMorgan proposed the most competitive rate at 1.900% for a 10-year term; callable after five years. The next closest proposed rate was 2.470%. Therefore, staff recommends executing an Installment Sale Agreement with JPMorgan Chase to finance the purchase of 13441 Foothill Boulevard for future development of a water reservoir.

Installment Sale Agreement.

The Installment Sale Agreement (Attachment "B") establishes the specific terms and conditions under which Water Enterprise Revenues are pledged to repay the installment payments and contains key covenants relating to additional debt and setting rates and charges.

The proposed Resolution approves entering into an Installment Sale Agreement with JPMorgan Chase Bank (the "Bank") and contains maximum parameters such that the interest payable shall not exceed 1.90% per annum, and the original aggregate principal amount shall not exceed \$1,350,000 which includes all issuance and pre-purchase due diligence costs.

Consideration to Adopt a Resolution and Approve an Installment Sale Agreement to Purchase Property Located at 13441 Foothill Boulevard, Los AngelesPage 3 of 4

Pursuant to the requirements of Section 5852.1 of the California Government Code ("Code"), set forth below are good faith estimates provided by FRA, based on the winning bid.

- The true interest cost of the financing is estimated at 1.90% calculated as provided in Section 5852.1(a)(1)(A) of the Code.
- The finance charge of the financing, including all fees and charges paid to third parties, is estimated at \$100,000.
- Proceeds of the financing received by the City, less the finance charge, is equal to \$1,250,000.
- The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$1,501,644.

Financing Process and Next Steps.

The key milestones to complete the financing are identified below:

- City Council approval the Purchase and Sale Agreement and Joint Escrow Instructions (completed on January 27, 2020).
- Review and recommend a bank based on proposed term sheets (completed on January 28, 2020).
- City Council approval of the Installment Sale Agreement and authorize selection of the financial institution (tonight's action).
- Loan closing and receipt of funds (estimated completion on February 26, 2020).

BUDGET IMPACT:

The Installment Sale Agreement is secured and paid by net revenues from the Water Enterprise Fund. The extremely competitive financing rate will allow the Water Enterprise Fund to keep cash on hand to meet other operating and capital needs. The annual debt service to repay the proposed financing will be included in future budgets.

CONCLUSION:

JPMorgan proposed the most competitive rate at 1.900% for a 10-year term; callable after five years. This is an extremely competitive borrowing cost and will allow the City to keep cash on

Consideration to Adopt a Resolution and Approve an Installment Sale Agreement to Purchase Property Located at 13441 Foothill Boulevard, Los AngelesPage 4 of 4

hand to meet other Water Enterprise Fund capital needs. Therefore, staff recommends executing an Installment Sale Agreement with JPMorgan Chase to finance the purchase of 13441 Foothill Boulevard for future development of a water reservoir.

ATTACHMENTS:

- A. Resolution No. 7985
- B. Contract No. 1943

ATTACHMENT “A”**RESOLUTION NO. 7985****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING AN INSTALLMENT SALE AGREEMENT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the City of San Fernando (the “City”) solicited bids from prospective lenders to finance the acquisition of certain land on which the City desires to construct a water reservoir and certain other related capital improvements (the “Project”);

WHEREAS, JPMorgan Chase Bank, N.A. (the “Bank”) provided the City with the best bid to assist in the financing of the Project;

WHEREAS, the City desires to facilitate the financing of the Project by entering into an Installment Sale Agreement (the “Installment Agreement”), with the Bank, pursuant to which the Bank will provide funds to finance the Project in consideration of the payment by the City of installments of principal and interest as set forth in Exhibit A to the Installment Agreement (the “Installment Payments”); and

WHEREAS, the City’s obligation to make the Installment Payments under the Installment Agreement is an obligation of the City payable solely from net revenues of the City’s water system; and

WHEREAS, the City Council desires to approve the Installment Agreement; and

WHEREAS, there has been presented to this City Council at this meeting a copy of the Installment Agreement; and

WHEREAS, the capitalized terms in this Resolution shall have the meaning as set forth in the Installment Agreement;

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

SECTION 1. This City Council approves the Installment Agreement with such changes to be made to said agreement as may be approved by the City Manager or Director of Finance; provided, however, that in no event shall the interest payable under the Installment Agreement exceed 1.90% per annum, and the original aggregate principal amount of the payments under the Installment Agreement shall not exceed \$1,350,000. The City Council directs its Mayor, Vice Mayor, City Manager, Director of Finance or any other person designated as an authorized representative of the City by a written certificate of the City signed by the City Manager and filed with the City Clerk (the “Authorized Officers”) to execute said agreement and authorizes the City Clerk to attest thereto. Approval of any changes to the Installment Agreement shall be conclusively evidenced by the execution and delivery of said agreement by the Authorized Officer executing the same.

SECTION 2. The City Council hereby acknowledges receipt of the good faith estimates of certain information required by Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) as set forth in Exhibit “1” attached hereto.

SECTION 3. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, agreements and certificates including, without limitation, a tax certificate, which they may deem necessary and advisable in order to consummate the delivery of the Installment Agreement, and otherwise effectuate the purposes of this Resolution.

SECTION 4. This Resolution shall take effect from and after its date of adoption.

PASSED, APPROVED, AND ADOPTED this 18th 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 18th day of February, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT “1”**Good Faith Estimates**

The following information was obtained from Fieldman Rolapp & Associates, serving as municipal advisor to the City, and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the Installment Agreement:

1. True Interest Cost of the Installment Agreement. A good faith estimate of the true interest cost of the Installment Agreement, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Installment Agreement, is 1.90%.

2. Finance Charge of the Installment Agreement. A good faith estimate of the finance charge of the Installment Agreement, which means the sum of all fees and charges paid to third parties, is \$100,000.

3. Amount of Proceeds to be Received. A good faith estimate of the amount of proceeds expected to be received for sale of the Installment Agreement less the finance charge of the Installment Agreement described in 2 above and any reserves or capitalized interest paid or funded with proceeds of the Installment Agreement, is \$1,250,000.

4. Total Payment Amount. A good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Installment Agreement plus the finance charge of the Installment Agreement described in paragraph 2 above not paid with the proceeds of the Installment Agreement, calculated to the final maturity of the Installment Agreement, is \$1,501,644.

**ATTACHMENT “B”
CONTRACT NO. 1943****INSTALLMENT SALE AGREEMENT**

THIS INSTALLMENT SALE AGREEMENT, (this “Installment Sale Agreement”), dated as of February 1, 2020, is by and between JPMorgan Chase Bank, N.A. (the “Bank”), and the City of San Fernando (the “City”), a municipal corporation duly organized and existing under, and by virtue of the laws, of the State of California.

WITNESSETH:

WHEREAS, the City has approved this Installment Sale Agreement, the proceeds of which are to be used, together with certain other available funds, to finance the acquisition, construction and equipping of certain improvements to the City’s water system and to pay the costs of issuance in connection with entering into this Installment Sale Agreement; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I**DEFINITIONS AND EXHIBITS**

SECTION 1.1. Definitions. All capitalized terms used in this Section 1.1 shall for all purposes of this Installment Sale Agreement have the meanings herein specified or as hereinafter defined.

“Additional Revenues” means, an allowance for Net Revenues arising from any increase in the charges made for service from the Enterprise which has become effective prior to the incurring of such Parity Obligations but which, during all or any part of the latest Fiscal Year or such twelve (12) month period, was not in effect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or twelve (12) month period, all as shown by the certificate or opinion of an independent certified public accountant (which may but need not be the outside firm providing auditing services) retained by the City.

“Average Annual Debt Service” means, as of the date of any calculation, the sum obtained for the current and all future Fiscal Years during the Term of this Installment Sale Agreement by totaling the aggregate amount of (i) the Installment Payments coming due in such Fiscal Years, and (ii) the principal and interest coming due and payable in such Fiscal Years on all existing and proposed Parity Obligations, including in each case the principal amounts coming due and payable by operation of mandatory sinking fund redemption, and dividing such sum by the total number of Fiscal Years from and including the current Fiscal Year through the Term of this Installment Sale Agreement. There shall be excluded from such calculation any principal of and interest on any obligations which have been defeased or discharged, or for the payment of which a security deposit has been posted.

“Bank” means JPMorgan Chase Bank, N.A.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

“Business Day” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State of California.

“City” means the City of San Fernando, a municipal corporation organized and existing under, and by virtue of the laws of the State of California.

“City Representative” means the Mayor, Vice Mayor, Treasurer, City Manager, Finance Director or City Clerk of the City or any designee thereof.

“Closing Date” means February 26, 2020.

“Enterprise” means the existing facilities and property owned or operated by the City in connection with the water supply services of the City, together with all extensions thereof and improvements thereto hereafter acquired, constructed or installed by the City.

“Event of Default” means any of the events of default as defined in Section 5.1.

“Facilities” means the real property and any improvements thereon financed with the proceeds of this Installment Sale Agreement.

“Federal Securities” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“Fiscal Year” means each twelve-month period during the Term of this Installment Sale Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the City as its fiscal year period, notice of which has been provided to the Bank prior to the effective date of such change.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“Gross Revenues” means all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the Enterprise, determined in accordance with generally accepted accounting principles consistently applied, including, without limiting the generality of the foregoing, all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the City from the sale, furnishing and supplying of water or other services,

facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the Enterprise, plus the proceeds of any stand-by water availability charges, plus the earnings on and income derived from the investment of the amounts described above and on Enterprise reserves, but excluding in all cases customer deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the City, and any proceeds of taxes restricted by law to be used by the City to pay bonds hereafter issued.

“Installment Sale Agreement” means this Installment Sale Agreement, dated as of February 1, 2020, between the Bank and the City.

“Installment Payment Date” means the date on which each Installment Payment is due and payable, commencing June 1, 2020 and continuing to and including the date on which the Installment Payments have been paid in full.

“Installment Payments” means all payments required to be paid by the City on any date pursuant to Section 3.3, including any prepayment thereof pursuant to Section 6.2 or 6.3.

“Maintenance and Operation Costs” means the reasonable and necessary costs and expenses paid by the City for maintaining and operating the Enterprise, including but not limited to the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Enterprise in good repair and working order, and including but not limited to administrative costs of the City attributable to the Enterprise and the financing thereof, including salaries and wages of employees, overhead taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums along with all other reasonable and necessary costs of the City but in all cases excluding depreciation, replacement and obsolescence charges or reserves therefor and excluding amortization of intangibles or other bookkeeping entries of a similar nature.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the City, (b) the ability of the City to carry out its business in the manner conducted as of the date of this Installment Sale Agreement or to meet or perform its obligations under this Installment Sale Agreement on a timely basis, or (c) the validity or enforceability of this Installment Sale Agreement.

“Material Litigation” means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the City has notice or knowledge and which, (i) if determined adversely to the City, may have a Material Adverse Effect, (ii) seek to restrain or enjoin any of the transactions contemplated hereby, or (iii) may adversely affect (A) the receipt by the City of Gross Revenues or (B) the ability of the City to perform its obligations under this Installment Sale Agreement.

“Net Revenues” means, for any Fiscal Year, the sum of (a) all of the Gross Revenues received during such period, (b) plus the amount, if any, withdrawn by the City from the Rate Stabilization Fund for treatment as Gross Revenues for such Fiscal Year, less the sum of (c) all

Maintenance and Operation Costs for such Fiscal Year and (d) the amounts, if any, withdrawn by the City from Gross Revenues during such Fiscal Year for deposit into the Rate Stabilization Fund.

“Parity Obligations” means any bonds, notes or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues on a parity with the Installment Payments as permitted by Section 4.7 hereof.

“Rate Stabilization Fund” means the fund of that name established by the City pursuant to Section 3.5(e) hereof.

“Revenue Fund” means the fund by that name established by the City and referenced in Section 3.5(b).

“Tax Code” means the Internal Revenue Code of 1986. Any reference herein to a provision of the Tax Code shall include all applicable temporary and permanent regulations promulgated under the Tax Code.

“Term of this Installment Sale Agreement” or “Term” means the time during which this Installment Sale Agreement is in effect, as provided in Section 3.2.

SECTION 1.2. Exhibits. The following Exhibits are attached to, and by reference made a part of, this Installment Sale Agreement:

Exhibit A: Schedule of Installment Payments to be paid by the City hereunder, showing the date and amount of each such Installment Payment.

Exhibit B: Costs of Issuance.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The City is a municipal corporation organized and existing under and by virtue of the law of the State of California.

(b) Authorization. The laws of the State of California authorize the City to enter into this Installment Sale Agreement and to enter into the transactions contemplated hereby and thereby, and to carry out its obligations under this Installment Sale Agreement and the City Council of the City has duly authorized the execution and delivery of this Installment Sale Agreement.

(c) No Violations. The execution and delivery of this Installment Sale Agreement, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree

or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Installment Sale Agreement or the financial condition, assets, properties or operations of the City.

(d) No Prior Indebtedness. The City has not issued or incurred any obligations which, as of the Closing Date, are currently outstanding having any priority in payment out of the Gross Revenues or the Net Revenues over the payment of the Installment Payments as provided herein.

(e) Due Execution. The representatives of the City executing this Installment Sale Agreement have been fully authorized to execute the same under a resolution duly adopted by the City Council of the City.

(f) Valid, Binding and Enforceable Obligations. This Installment Sale Agreement has been duly authorized, executed and delivered by the City and constitutes the legal, valid and binding agreement of the City enforceable against the City in accordance with its terms.

(g) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Installment Sale Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(h) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, educational or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Installment Sale Agreement or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, educational or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Installment Sale Agreement or the financial conditions, assets, properties or operations of the City.

(i) Financial Statements. The City's comprehensive annual financial report for the period ended June 30, 2018, presents fairly the financial condition of the City and the Enterprise as of the date hereof and the results of operation for the period covered thereby. Except as has been disclosed to the Bank, there has been no change in the financial condition of the City or the Enterprise since June 30, 2018, that will in the reasonable opinion of the City materially impair its ability to perform its obligations under this Installment Sale Agreement. All information provided by the City to the Bank with respect to the financial performance of the Enterprise is accurate in

all material respects as of its respective date and does not omit any information necessary to make the information provided not misleading.

(j) Compliance with Laws. As currently conducted, the City's activities with respect to the Enterprise are in all material respects in compliance with all applicable laws, administrative regulations of the State of California and of the United States and any agency or instrumentality of either, and any judgment or decree to which the City is subject.

(k) No Financial Advisory or Fiduciary Relationship. The City represents, warrants and covenants that: (i) the transaction contemplated herein is an arm's length commercial transaction among the City and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the City, (iii) the Bank and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the City on other matters), (v) the Bank and its affiliates have financial and other interests that differ from those of the Bank, and (vi) the Bank has consulted with their own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

SECTION 2.2. Representations, Covenants and Warranties of the Bank. The Bank represents, covenants and warrants to the City as follows:

(a) Authorization. The laws of the State of California authorize the Bank to enter into this Installment Sale Agreement and to enter into the transactions contemplated hereby and thereby, and to carry out its obligations under this Installment Sale Agreement and the Board of Directors of the Bank has duly authorized the execution and delivery of this Installment Sale Agreement.

(b) No Violations. Neither the execution and delivery of this Installment Sale Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Bank is now a party or by which the Bank is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Bank.

(c) No Assignments. Except as provided herein, the Bank will not assign this Installment Sale Agreement, its right to receive Installment Payments from the City, or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

ARTICLE III

TERMS OF INSTALLMENT SALE

SECTION 3.1. Sale; Amounts and Use of Proceeds. The City hereby sells to the Bank and the Bank hereby simultaneously sells to the City the Facilities, upon the terms and conditions set forth in this Installment Sale Agreement. On the Closing Date, the Bank shall transfer \$1,350,000 to the City. The fees and disbursements of counsel to the City and Special Counsel, the fees and disbursements of the financial advisor to the City, fees of the California Debt and Investment Advisory Commission (“CDIAC”), fees of Bank’s Counsel and other miscellaneous expenses of the City incurred in connection with this Installment Sale Agreement shall all be the obligation of the City. The Bank shall have no responsibility for any expenses associated with this Installment Sale Agreement, including, but not limited to, the expenses identified above as the obligation of the City.

SECTION 3.2. Term. The Term of this Installment Sale Agreement shall commence on the Closing Date, and shall end on the date on which the City shall have paid all of the Installment Payments and all other amounts due and payable hereunder or provision for such payment shall be made as provided herein.

SECTION 3.3. Installment Payments.

(a) Obligation to Pay. The City hereby agrees to pay to the Bank, as the purchase price hereunder, Installment Payments with principal components aggregating \$1,350,000 and interest components (calculated at the rate of 1.90% on the basis of a 360-day year of twelve 30-day months) on the unpaid principal components thereof, payable in the respective amounts and on the respective Installment Payment Dates specified in Exhibit A attached hereto. If an Installment Payment is due on an Installment Payment Date that is not a Business Day, then the Installment Payment may be made on the next succeeding Business Day with the same force and effect if made on the date due. The City agrees to make all Installment Payments by wire transfer to the Bank in accordance with the wire transfer instructions provided in writing by the Bank (which instructions may be changed from time to time by the Bank upon written notice to the City).

(b) Effect of Prepayment. In the event that the City prepays the Installment Payments in full pursuant to Article VI, the City’s obligations under this Installment Sale Agreement shall thereupon cease and terminate, including but not limited to the City’s obligation to pay Installment Payments under this Section 3.3; subject however, to the provisions of Section 6.1 in the case of prepayment by application of a security deposit. In the event that the City prepays the Installment Sale in part but not in whole pursuant to Section 6.3, the principal components of the remaining Installment Payments shall be reduced so as to produce equal Installment Payments over the remaining Term of this Installment Sale Agreement.

(c) Source of Payments; Budget and Appropriation. The Installment Payments are payable solely from Net Revenues and from any other source of legally available funds of the City, subject to the provisions of Section 6.1. The City covenants to take such action as may be necessary to include all Installment Payments in each of its annual budgets during the Term of this

Installment Sale Agreement and to make the necessary annual appropriations for all such Installment Payments. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Installment Sale Agreement agreed to be carried out and performed by the City.

SECTION 3.4. Nature of City's Obligations.

(a) Special Obligation. The City's obligation to pay the Installment Payments is a special obligation of the City limited solely to the Net Revenues and all amounts on deposit in the Revenue Fund. Under no circumstances is the City required to advance moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments, and no other funds or property of the City are liable for the payment of the Installment Payments. Notwithstanding the foregoing provisions of this Section, however, nothing herein prohibits the City voluntarily from making any payment hereunder from any source of available funds of the City.

(b) Obligations Absolute. The obligations of the City to pay the Installment Payments from the Net Revenues and to perform and observe the other agreements contained herein are absolute and unconditional and are not subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the City or the Bank of any obligation to the City or otherwise with respect to the Enterprise, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Bank. Until such time as all of the Installment Payments have been fully paid or prepaid, the City:

(i) will not suspend or discontinue payment of any Installment Payments,

(ii) will perform and observe all other agreements contained in this Installment Sale Agreement, and

(iii) will not terminate this Installment Sale Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Enterprise, sale of the Enterprise, the taking by eminent domain of title to or temporary use of any component of the Enterprise, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of California or any political subdivision of either thereof or any failure of the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Installment Sale Agreement.

(c) Protection of Rights. If the Bank fails to perform any such agreements on its part, the City may institute such action against the Bank as the City deems necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the preceding subsection (b). The City may, however, at the City's own cost and expense and in the City's own name or in the name of the Bank prosecute or defend any action or proceeding or take

any other action involving third persons which the City deems reasonably necessary in order to secure or protect the City's rights hereunder, and in such event the Bank will cooperate fully with the City and take such action necessary to effect the substitution of the City for the Bank in such action or proceeding if the City shall so request.

SECTION 3.5. Pledge and Application of Net Revenues and Revenue Fund.

(a) Pledge. All of the Net Revenues and all amounts on deposit in the Revenue Fund are hereby irrevocably pledged to the punctual payment of the Installment Payments and any Parity Obligations. In accordance with Section 5451 of Title 1, Chapter 5.5 of the California Government Code, this pledge shall constitute a first and exclusive lien on the Net Revenues and such other moneys for the payment of the Installment Payments and any Parity Obligations in accordance with the terms hereof and the terms of the instruments authorizing the issuance of any Parity Obligations. So long as any of the Installment Payments are outstanding, the Net Revenues and such moneys may not be used for any other purpose; except that out of the Net Revenues there may be apportioned such sums, for such purposes, as are expressly permitted by the Section 3.5.

(b) Deposit of Gross Revenues; Transfers to Make Installment Payments. The City has heretofore established the Revenue Fund, which the City agrees to continue to hold and maintain for the purposes and uses set forth herein. The City shall deposit all Gross Revenues in the Revenue Fund promptly upon the receipt thereof.

All Net Revenues shall be held by the City in the Revenue Fund in trust for the benefit of the Bank and for the benefit of the owners of any Parity Obligations. The City shall withdraw from such fund or funds and transfer to the Bank an amount of Net Revenues equal to the aggregate amount of the Installment Payment when and as the same becomes due and payable. In addition, the City shall withdraw from such fund or funds such amounts of Net Revenues at such times as required to pay the principal of and interest on any Parity Obligations and otherwise comply with the provisions of the instruments authorizing the issuance of any Parity Obligations.

(c) Other Uses Permitted. The City shall manage, conserve and apply the Net Revenues in such a manner that all deposits required to be made under the preceding paragraph will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default has occurred and is continuing hereunder, the City may at any time and from time to time use and apply Net Revenues for (i) the acquisition and construction of improvements to the Enterprise; (ii) the prepayment of the Installment Payments and any Parity Obligations, or (iii) any other lawful purpose of the City.

(d) Budget and Appropriation of Installment Payments. During the Term of this Installment Sale Agreement, the City shall adopt all necessary budgets and make all necessary appropriations of the Installment Payments from the Net Revenues. In the event any Installment Payment requires the adoption by the City of any supplemental budget or appropriation, the City shall promptly adopt the same. The covenants on the part of the City contained in this subsection (d) shall be deemed to be and shall be construed to be duties imposed by law, and it shall be the duty of each and every public official of the City to take such actions and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out the perform the covenants and agreements in this subsection (d).

(e) **Rate Stabilization Fund.** The City may maintain and hold a separate fund to be known as the “Rate Stabilization Fund.” The Rate Stabilization Fund is not pledged to secure the Installment Payments and shall not be pledged to secure the payment of the principal of or interest on any Parity Obligations. From time to time the City may deposit in the Rate Stabilization Fund, from Gross Revenues or other available funds of the City after the payment of Installment Payments and the payment of principal of and interest on Parity Obligations, such amounts as the City shall determine; provided deposits for each Fiscal Year may be made until (but not after) one-hundred twenty (120) days after the end of such Fiscal Year. The City may withdraw amounts from the Rate Stabilization Fund only for inclusion in Gross Revenues for any Fiscal Year, such withdrawals to be made until (but not after) one-hundred twenty (120) days after the end of such Fiscal Year. All interest or other earnings upon deposits in the Rate Stabilization Fund shall be withdrawn therefrom and accounted for as Gross Revenues.

ARTICLE IV

COVENANTS OF THE CITY

SECTION 4.1. Release and Indemnification Covenants. The City shall indemnify the Bank and its officers, agents, successors and assigns and hold them harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on or about the Enterprise by the City,
- (b) any breach or default on the part of the City in the performance of any of its obligations under this Installment Sale Agreement,
- (c) any intentional misconduct or negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Enterprise, and
- (d) any intentional misconduct or negligence of any lessee of the City with respect to the Enterprise.

No indemnification is made under this Section 4.1 or elsewhere in this Installment Sale Agreement for willful misconduct, gross negligence, or breach of duty under this Installment Sale Agreement by the Bank, its officers, agents, employees, successors or assigns.

SECTION 4.2. Sale or Eminent Domain of Enterprise. Except as provided herein, the City covenants that the Enterprise will not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a whole if such encumbrance, sale, lease, pledge, charge or other disposition would materially impair the ability of the City to pay the Installment Payments or the principal of or interest on any Parity Obligations, or would materially adversely affect its ability to comply with the terms of this Installment Sale Agreement or the instruments authorizing the issuance of any Parity Obligations. The City shall not enter into any agreement which impairs the operation of the Enterprise or any part of it necessary to secure adequate Net Revenues to pay the Installment Payments and any Parity Obligations, or which otherwise would impair the rights of the Bank with respect to the Net Revenues. If any substantial part of the Enterprise is sold, the payment therefor must either (a) be

used for the acquisition or construction of improvements and extensions or replacement facilities or (b) be applied to prepay or redeem the Installment Payments and any Parity Obligations, on a pro rata basis, in the manner provided herein and in the instruments authorizing such Parity Obligations.

Any amounts received as awards as a result of the taking of all or any part of the Enterprise by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the City, shall either (a) be used for the acquisition or construction of improvements and extension or replacement facilities of the Enterprise, or (b) be applied to prepay or redeem the Installment Payments and any Parity Obligations, on a pro rata basis, in the manner provided herein and in the instruments authorizing such Parity Obligations.

SECTION 4.3. Insurance. The City shall at all times maintain with responsible insurers all such insurance on the Enterprise as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to the Enterprise. All amounts collected from insurance against accident to or destruction of any portion of the Enterprise shall be used to repair or rebuild such damaged or destroyed portion of the Enterprise or if determined not to repair or rebuild such portion and in any event to the extent not so applied, must either (a) be used for the acquisition or construction or improvements and extensions or replacement facilities or (b) be applied to prepay or redeem the Installment Payments and any Parity Obligations, on a pro rata basis, in the manner provided in this Installment Sale Agreement and in the instruments authorizing such Parity Obligations. The City shall also maintain, with responsible insurers, worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the City and the Bank. Any insurance required to be maintained hereunder may be maintained in the form of participation by the City in a program of pooled insurance.

SECTION 4.4. Records and Accounts. The City shall keep proper books of records and accounts of the Enterprise, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Enterprise. Said books shall, upon prior request, be subject to the reasonable inspection of the Bank.

The City shall cause the books and accounts of the Enterprise to be audited annually by an independent certified public accountant or firm of certified public accountants, not more than two hundred seventy (270) days after the close of each Fiscal Year, and shall furnish a copy of such report to the Bank. The audit of the accounts of the Enterprise may be included as part of a general City-wide audit. The City shall deliver to the Bank, not later than August 1 of each year, commencing August 1, 2020, a copy of the City's adopted budget for the then current Fiscal Year.

The City covenants to provide to the Insurer promptly upon request, any information regarding the City or the financial condition and operations of the City as reasonably requested by the Bank.

SECTION 4.5. Rates and Charges.

(a) Covenant Regarding Gross Revenues. The City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Enterprise during

each Fiscal Year which, together with all other receipts and revenues of the City, are at least sufficient, after making allowances for contingencies and error in the estimates, to pay the following amounts in the following order:

(i) All Maintenance and Operation Costs estimated by the City to become due and payable with respect to such Fiscal Year;

(ii) The Installment Payments and all principal of and interest and premium (if any) on any Parity Obligations coming due and payable during such Fiscal Year, without preference or priority;

(iii) All other payments coming due and payable during such Fiscal Year and required to be paid pursuant to this Installment Sale Agreement and the instruments authorizing any Parity Obligations; and

(iv) All payments required to meet any other obligations of the City which are charges, liens, encumbrances upon or payable from the Gross Revenues during such Fiscal Year.

(b) Covenant Regarding Net Revenues. In addition to the covenant set forth in the preceding clause (a) of this Section, the City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Enterprise during each Fiscal Year which are sufficient to yield Net Revenues which, together with all other receipts and revenues of the City, are at least equal to 130% of the Average Annual Debt Service.

SECTION 4.6. No Priority for Additional Obligations. The City may not issue or incur any bonds or other obligations having any priority in payment of principal or interest out of the Net Revenues over the Installment Payments.

SECTION 4.7. Issuance of Parity Obligations. Except for obligations incurred to prepay or post a security deposit for the Installment Payments in whole, the City may not issue or incur any Parity Obligations unless:

(a) The City is not then in default under the terms of this Installment Sale Agreement.

(b) The sum of (1) Net Revenues, calculated in accordance with sound accounting principles, as shown by the books of the City for the latest Fiscal Year or as shown by the books of the City for any more recent 12 month period selected by the City, in either case verified by a certificate or opinion of an independent certified public accountant (which may be, but not need be, the outside firm providing auditing services) employed by the City, and (2) any Additional Revenues at least equal 130% of the amount of Average Annual Debt Service; *provided, however*, that this subsection (b) does not apply to any issue of Parity Obligations the net proceeds of which are applied to refund the Installment Payments or any Parity Obligations in whole or in part, so long as (i) the final maturity of such Parity Obligations does not exceed the final maturity of the obligations being refunded, and (ii) the aggregate amount of debt service on such Parity Obligations in each Fiscal Year does not exceed the amount of debt service which would otherwise come due and payable in such Fiscal Year on the obligations being refunded.

(c) Notwithstanding the above, the City may incur debt payable from Net Revenues (i) to cause a defeasance of this Installment Sale Agreement or (ii) which is payable on a basis which is junior to the payment of the Installment Payments

(d) All conditions to the issuance of such Parity Obligations as set forth in the Parity Obligations documents shall be met, and the City shall file with the Bank a written certificate to such effect, signed on behalf of the City by an authorized officer of the City.

(e) The City shall deliver to the Bank a Certificate of the City certifying, and an opinion of Special Counsel stating, that the conditions precedent to the issuance of such Parity Obligations set forth in the foregoing subsections of this Section have been satisfied.

SECTION 4.8. Assignment by the City. This Installment Sale Agreement may not be assigned by the City, other than to a public agency which shall succeed to the interests of the City in and to the Enterprise and which (by operation of law, by contract or otherwise) becomes legally bound to all of the terms and provisions hereof and assumes in writing the payments due hereunder.

SECTION 4.9. Amendment of this Installment Sale Agreement. This Installment Sale Agreement may be amended by the City and the Bank.

SECTION 4.10. Tax Covenants.

(a) The City shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Installment Payments to become includable in gross income for federal income tax purposes.

(b) The City shall assure that the proceeds of the Installment Sale are not so used as to cause the Installment Sale to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

(c) The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) The City shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Installment Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Installment Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) The City hereby designates this Installment Sale Agreement for purposes of paragraph (3) of Section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including

this Installment Sale Agreement, has been or will be issued by the City, including all subordinate entities of the City, during the calendar year 2018.

(f) The City shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Installment Sale.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.1. Events of Default Defined. The following shall be Events of Default under this Installment Sale Agreement.

(a) Failure by the City to pay the Bank any Installment Payment or to pay other amounts required to be paid hereunder when due.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder other than as referred to in the preceding clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Bank *provided, however*, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such thirty (30) day period, the Bank shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such thirty (30) day period and diligently pursued until the default is corrected.

(c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as bankrupt, or assignment by the City for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

(d) An event of default as defined under any contracts or agreements relating to any Parity Obligations.

(e) Any statement, representation or warranty made by the City in or pursuant to this Installment Sale Agreement or its execution, delivery or performance proves to have been false, incorrect, misleading, or breached in any material respect on the date made, and is continuing for a period of thirty (30) days after written notice specifying such misrepresentation or breach and requesting that it be remedied has been given to the City by the Bank; provided, however, that the Bank and the City may agree that action by the City to cure such failure may be extended beyond such thirty-day period.

(f) This Agreement or any material provision of this Installment Sale Agreement shall at any time for any reason cease to be the legal, valid and binding obligation of the City or shall cease to be in full force and effect, or shall be declared to be unenforceable, invalid

or void, or the validity or enforceability thereof shall be contested by the City, or the City shall renounce the same or deny that it has any further liability hereunder.

(g) Dissolution, termination of existence or insolvency of the City.

(h) Any court of competent jurisdiction with jurisdiction to rule on the validity of any provision of this Installment Sale Agreement shall find or rule that this Installment Sale Agreement is not valid or not binding on the City.

SECTION 5.2. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Bank shall have the rights, at its option and without any further demand or notice to:

(a) declare all principal components of the unpaid Installment Payments, together with all accrued and unpaid interest components of the Installment Payments from the immediately preceding Installment Payment Date on which payment was made, to be immediately due and payable, whereupon the same shall immediately become due and payable; and,

(b) take whatever action at law or in equity may appear necessary or desirable to collect the Installment Payments then due or thereafter to become due during the Term of this Installment Sale Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Installment Sale Agreement.

The provisions of the preceding clause (a) are subject to the condition that if, at any time after the principal components of the unpaid Installment Payments shall have been so declared due and payable pursuant to the preceding clause (a), and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the City shall deposit with the Bank a sum sufficient to pay all principal components of the Installment Payments coming due prior to such declaration and all matured interest components (if any) of the Installment Payments, with interest on such overdue principal and interest components calculated at the rate set forth in Section 3.4(c) and the reasonable expenses of the Bank (including any fees and expenses of its attorneys), and any and all other defaults known to the Bank (other than in the payment of the principal and interest components of the Installment Payments due and payable solely by reason of such declaration) shall have been made good, then, and in every such case, the Bank shall, by written notice to the City, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

SECTION 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article V it shall not be necessary to give any notice, other than such notice as may be required in this Article V or by law.

SECTION 5.4. Agreement to Pay Attorneys' Fees and Expenses. In the event either party of this Installment Sale Agreement should default under any of the provisions hereof and the prevailing party should employ attorneys (including in-house counsel) or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the prevailing party the reasonable fees of such attorneys (including the allocable cost of in-house counsel) and such other expenses so incurred by the prevailing party.

SECTION 5.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VI

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 6.1. Security Deposit. Notwithstanding any other provision of this Installment Sale Agreement, the City may on any date secure the payment of Installment Payments, in whole, by irrevocably depositing with a fiduciary an amount of cash which, together with other available amounts, is either (a) sufficient to pay all such Installment Payments, including the principal and interest components thereof, when due pursuant to Section 3.3(a), or (b) invested in whole or in part in Federal Securities in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay all such Installment Payments when due pursuant to Section 3.3(a) or when due on any optional prepayment date pursuant to Section 6.2, as the City shall instruct at the time of said deposit. In the event of a security deposit pursuant to this Section for the payment of all remaining Installment Payments, all obligations of the City under this Installment Sale Agreement, and the pledge of Net Revenues and all other security provided by this Installment Sale Agreement for said obligations, shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all of Installment Payments from such security deposit. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of such Installment Payments in accordance with the provisions of this Installment Sale Agreement.

SECTION 6.2. Optional Prepayment. The City shall have the option to prepay the principal components of the Installment Payments in whole, on any date, commencing on June 1, 2025, by paying the Installment Payment required to be paid on such date plus a prepayment price equal to the principal amount of the Installment Payments to be prepaid, without premium, and any unpaid interest accrued thereon. The City shall give the Bank written notice of its intention to exercise its option not less than thirty (30) days in advance of the date of exercise.

SECTION 6.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The City shall prepay the unpaid principal components of the Installment Payments in whole on any date or in part, on any Installment Payment Date, from and to the extent the City determines to apply any Net Proceeds of insurance award or condemnation award with respect to the Enterprise for such purpose pursuant to Sections 4.2 or 4.3 at a price equal to the

principal components of the Installment Payments to be prepaid. The City and the Bank hereby agree that such proceeds, to the extent remaining after payment of any delinquent Installment Payments, shall be credited towards the City's obligations under this Section 6.3.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. Notices. All written notices to be given under this Installment Sale Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Bank or the City may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City:	City of San Fernando 117 Macneil Street San Fernando, CA 91340 Telephone: (818) 898-7307 Facsimile: (818) 365-8090 Attention: Deputy City Manager/Director of Finance
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If to the Bank:	JPMorgan Chase Bank, N.A. 300 S. Grand Avenue, Floor 4 Los Angeles, CA 90071 Telephone: (213) 621-8667 Facsimile: _____ Attention: Joseph J. Crews
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SECTION 7.2. Binding Effect. This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Bank and the City and their respective successors and assigns.

SECTION 7.3. Severability. In the event any provision of this Installment Sale Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 7.4. Net-net-net Contract. This Installment Sale Agreement shall be deemed and construed to be a "net-net-net" contract, and the City hereby agrees that the Installment Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 7.5. Further Assurances and Corrective Instruments. The Bank and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Installment Sale Agreement.

SECTION 7.6. Execution in Counterparts. This Installment Sale Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.7. Applicable Law. This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 7.8. Captions. The captions or headings in this Installment Sale Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Installment Sale Agreement.

SECTION 7.9. Judicial Reference. (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE CITY AND THE BANK IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS INSTALLMENT SALE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE CITY FURTHER AGREES THAT, IN THE EVENT OF LITIGATION, IT WILL NOT PERSONALLY OR THROUGH ITS AGENTS OR ATTORNEYS SEEK TO REPUDIATE THE VALIDITY OF THIS SECTION 7.9, AND IT ACKNOWLEDGES THAT IT FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT TO WAIVE TRIAL BY JURY IN ORDER TO INDUCE THE BANK TO ENTER INTO THIS INSTALLMENT SALE AGREEMENT. (b) The Bank and the City hereby agree: (i) each proceeding or hearing based upon or arising out of, directly or indirectly, this Installment Sale Agreement or any document related thereto, any dealings between the City and the Bank related to the subject matter of this Installment Sale Agreement or any related transactions, and/or the relationship that is being established between the City and the Bank (hereinafter, a "Claim") shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of California Code of Civil Procedure Section 638 et seq., as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by either the Bank or the City, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The Bank and the City agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) the Bank and the City shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 7.9; (iv) either the Bank or the City, as applicable, may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; (v) the Bank and the City, as

applicable, will each have such rights to assert such objections as are set forth in California Code of Civil Procedure Section 638 et seq.; and (vi) all proceedings shall be closed to the public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

(a) Selection of Referee; Powers. The parties to the Reference proceeding shall select a single neutral referee (the “Referee”), who shall be a retired judge or justice of the courts of the State, or a federal court judge, in each case, with at least ten (10) years of judicial experience in civil matters. The Referee shall be appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Los Angeles County Superior Court. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 7.9.

(b) Provisional Remedies and Self Help. No provision of this Section 7.9 shall limit the right of either the Bank or the City, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law, or (ii)) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Bank or the City to the Reference pursuant to this Section 7.9(b).

(c) Costs and Fees. Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys’ fees, to the prevailing party, if any, and may order the Referee’s fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

SECTION 7.10. Waiver of Sovereign Immunity. To the extent permitted by law, the City hereby expressly waives, and agrees not to claim, any sovereign immunity in any suits or judicial proceedings related to or arising out of this Installment Sale Agreement.

SECTION 7.11. Internet Disclosure. As a best practice to maintain transparency, this Installment Sale Agreement and related documentation may be posted by the City on a national public market repository with certain information redacted pursuant this Section. With respect to any such posting, the City shall provide such documentation to the Bank for review with reasonable advance notice prior to any posting deadline imposed by applicable law and shall consider in good faith reasonable redaction requests of the Bank Sensitive Data (defined below) that are provided within a reasonable period prior to such posting deadline. So long as it does not conflict with the City’s compliance with applicable law, the City shall redact such “Bank Sensitive Data” as directed by the Bank. For the purpose of this Section, “Bank Sensitive Data” means signatures/names, account numbers, wire transfer and payment instructions and any other data provided by the Bank that could be reasonably construed as sensitive information.

SECTION 7.12. Closing Conditions. The Bank has entered into this Installment Sale Agreement in reliance upon the representations and warranties of the City contained in this Installment Sale Agreement and to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the City of the obligations of the City pursuant to this Installment Sale Agreement at or prior to the Closing Date. Accordingly, the obligation of Bank to execute this Installment Sale Agreement is subject to the fulfillment to the reasonable satisfaction of the Bank of the following conditions:

(a) The representations and warranties of the City contained in this Installment Sale Agreement shall be true, complete and correct on the Closing Date.

(b) All representations, warranties and covenants made herein, and in certificates or other instruments delivered pursuant hereto or in connection herewith, shall be deemed to have been relied upon by the Bank notwithstanding any investigation heretofore or hereafter made by the Bank or on their behalf.

(c) On the Closing Date, the Resolution and this Installment Sale Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Bank.

(d) On the Closing Date, the City will have adopted and there will be in full force and effect such resolutions as in the opinion of Bond Counsel and counsel to the Bank shall be necessary in connection with the transactions contemplated by this Installment Sale Agreement, and all necessary action of the City relating to the issuance of the Installment Payment will have been taken, will be in full force and effect and will not have been amended, modified or supplemented, except as may have been agreed to in writing by the Bank.

(e) At or prior to the Closing Date, the Bank will have received the following documents:

(i) The approving opinions, dated the Closing Date and addressed to the Bank, of Bond Counsel in form and content satisfactory to the Bank and its counsel, addressing the status of the Installment Payments and binding obligations of the City, enforceable in accordance with its terms subject to customary exceptions for bankruptcy and judicial discretion.

(ii) A certificate or certificates, dated the date of the Closing Date signed on behalf of the City by an Authorized Representative, to the effect that (I) the representations and warranties contained in this Installment Sale Agreement are true and correct in all material respects on and as of the date of the Closing Date; (II) no litigation of any nature is then pending or, to his or her knowledge, threatened, seeking to restrain or enjoin the issuance and delivery of the Agreement or the levy or collection of revenues to pay the Installment Payments, questioning the proceedings and authority by which such pledge is made, affecting the validity of this Installment Sale Agreement or contesting the existence or boundaries of the City or the title of the present officers to their respective offices; (III) no authority or proceedings for the issuance of this Installment Sale Agreement has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue this Installment Sale Agreement has been filed with or received by the City; and (IV) the City has complied with all the agreements and covenants and

satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing Date.

- (iii) A certified copy of the Resolution;
- (iv) The items required by the Resolution as conditions for execution and delivery of this Installment Sale Agreement;
- (v) A non-arbitrage tax certificate of the City, in form and substance satisfactory to Bond Counsel;
- (vi) The filing copy of the Information Return Form 8038-G; and
- (vii) Such additional legal opinions, certificates, instruments and other documents as the Bank or its counsel may reasonably request to evidence the truth and accuracy, as of the date of this Installment Sale Agreement and as of the Closing Date, of the representations, warranties, agreements and covenants of the City contained herein and the due performance or satisfaction by the City at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the City.

SECTION 7.13. Assignment by the Bank. This Installment Sale Agreement and the Bank's rights under this Installment Sale Agreement may be assigned, but no such assignment will be effective as against the City unless and until the Bank or the assignee has filed with the City written notice thereof. The City shall pay all Installment Payments hereunder under the written direction of the Bank or the assignee named in the most recent assignment or notice of assignment filed with the City. During the Term of this Installment Sale Agreement, the City will keep a complete and accurate record of all such notices of assignment necessary to comply with Section 149 of the Code with respect to the Installment Payments.

The Bank hereby acknowledges and agrees that (i) without the prior written consent of the City, this Installment Sale Agreement and the Bank's interests in this Installment Sale Agreement may only be assigned in whole and not in part to (a) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or (b) an "accredited investor" as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act, and (ii) any assignment shall not be effective until the Assignee shall have delivered to the City an executed letter of representations in substantially the form delivered by the Bank on the Closing Date (provided no notice or letter shall be required for a participation of the Bank's interest in this Installment Sale Agreement).

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IN WITNESS WHEREOF, the Bank has caused this Installment Sale Agreement to be executed in its corporate name by its duly authorized officer, and the City has caused this Installment Sale Agreement to be executed in its name by its duly authorized officer, as of the date first above written.

CITY OF SAN FERNANDO

By: _____
Nick Kimball, City Manager

Attest:

Elena G. Chavez, City Clerk

JPMORGAN CHASE BANK, N.A.

By: _____
Authorized Signatory

EXHIBIT A

SCHEDULE OF INSTALLMENT PAYMENTS

<u>Due Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
06/01/2020	--	\$6,768.75	\$6,768.75
12/01/2020	--	12,825.00	12,825.00
06/01/2021	\$125,000	12,825.00	137,825.00
12/01/2021	--	11,637.50	11,637.50
06/01/2022	125,000	11,637.50	136,637.50
12/01/2022	--	10,450.00	10,450.00
06/01/2023	130,000	10,450.00	140,450.00
12/01/2023	--	9,215.00	9,215.00
06/01/2024	130,000	9,215.00	139,215.00
12/01/2024	--	7,980.00	7,980.00
06/01/2025	135,000	7,980.00	142,980.00
12/01/2025	--	6,697.50	6,697.50
06/01/2026	135,000	6,697.50	141,697.50
12/01/2026	--	5,415.00	5,415.00
06/01/2027	140,000	5,415.00	145,415.00
12/01/2027	--	4,085.00	4,085.00
06/01/2028	140,000	4,085.00	144,085.00
12/01/2028	--	2,755.00	2,755.00
06/01/2029	145,000	2,755.00	147,755.00
12/01/2029	--	1,377.50	1,377.50
06/01/2030	145,000	1,377.50	146,377.50

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: February 18, 2020

Subject: Presentation of Fiscal Year 2018-2019 Comprehensive Annual Financial Report

RECOMMENDATION:

It is recommended that the City Council receive and file a presentation (Attachment "A") of the Fiscal Year (FY) 2018-2019 Comprehensive Annual Financial Report (CAFR) (Attachment "B").

BACKGROUND:

1. Section 2-652 of the San Fernando Municipal Code requires an annual audit by an independent certified public accountant shortly after the end of each fiscal year. The audit is conducted, and financial statements prepared, in accordance with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB).
2. The financial statements were audited by Van Lant & Fankhanel, LLP, a public accounting firm fully licensed and qualified to perform audits of State and local governments within the State of California.
3. The audited financial statements, in conjunction with the accompanying notes, discussion, and analysis, are presented in a CAFR to provide a thorough and detailed presentation of the City's financial condition at a particular point in time (i.e., the end of the fiscal year).
4. On December 29, 2019, the CAFR for FY ending June 30, 2019 (2019 CAFR) was transmitted to City Council and posted to the City's website for public review (WWW.SFCITY.ORG/FINANCIAL-DOCUMENTS). Hard copies of the CAFR are available upon request.
5. The Government Finance Officers Association (GFOA) offers a Certificate of Achievement for Excellence in Financial Reporting Award ("Award") for government agencies whose CAFR achieves the highest standards in government accounting and financial reporting. The City has received this award consistently over the last 30 years. The City received the Award for the FY 2017-2018 CAFR and has submitted the FY 2018-2019 CAFR for consideration.

Presentation of Fiscal Year 2018-2019 Comprehensive Annual Financial ReportPage 2 of 4

ANALYSIS:

The CAFR consists of four parts: 1) Management's Discussion and Analysis; 2) the basic financial statements; 3) required supplementary information; and 4) *optional* combining statements for non-major governmental funds.

Within the basic financial statements are three components: 1) Government-wide Financial Statements; 2) Fund Financial Statements; and 3) Notes to the Financial Statements. The Government-wide Financial Statements provide the broadest picture of the City's finances as they include all of the City's 30 funds (including the General Fund and Enterprise Funds). The Fund Financial statements are a subset of the Government-wide Financials as they present each fund's financial statements individually. The Notes to the Financial Statements provide detailed explanations.

Both the Government-wide Financials and Fund Financials include two basic statements: 1) *Statement of Net Position*, which presents information in terms of total assets, liabilities and net position (i.e., net worth); and 2) *Statement of Activities*, which shows how the net position has changed during the most recent fiscal year through revenues and expenditures (i.e., profit and loss).

Below are some key highlights of the 2019 Audit:

Government-wide Financials.

The Government-wide Financials present a long-term picture of the City's financial position by reflecting all current and long-term assets less all current and long-term liabilities. The City's total net position, which includes the General Fund, Enterprise Funds, and all Special Revenue Funds, decreased from \$4,760,598 as of June 30, 2018 to \$4,089,796 as of June 30, 2019, a total decrease of \$670,802, or 14.09%.

Total assets and outflows increased by almost \$1.9 million, due primarily to increased Cash and Investments in the General Fund and Retirement Fund. However, the increase in assets was offset by a larger increase in liabilities and inflows of almost \$2.6 million due to increases in Self Insurance and Other Post-Employment Benefits (OPEB) liabilities.

- OPEB obligation for retiree healthcare increased by \$1,432,455 to \$44,197,996 (Note 8 in the Financial Statements);
- Self-Insurance Liabilities increased by \$1,203,904 to \$3,518,904 (Note 9 in the Financial Statements).

Presentation of Fiscal Year 2018-2019 Comprehensive Annual Financial ReportPage 3 of 4

In summary, City's Government-wide Net Position of \$4.1 million is made up of the following:

1. Capital Assets (e.g., land, buildings, infrastructure, vehicles, etc.) = \$54,506,334
2. Restricted Assets (e.g., transportation, housing, grants) = \$20,621,615
3. Unrestricted Assets = (\$71,038,153) **Deficit due to pension and retiree health liabilities.*

Fund Financial Statements.

As previously noted, the Government-wide financial statements present information on current and long-term assets and liabilities. The Fund Financial Statements, which includes Governmental and Proprietary Funds, present the short-term health of each of the City's thirty funds. The Fund Financial Statements focus on near-term inflows (revenues), outflows (expenditures), and balances of spendable resources. Fund Financial Statements serve as a useful measure of the City's net resources available for spending at the end of the fiscal year, similar to a profit and loss statement.

General Fund Financials. The total fund balance for the General Fund increased from (\$208,253) as of June 30, 2018 to \$1,821,163 for a total deficit reduction of \$1,612,910, or 774%.

The General Fund balance is made up of the following:

1. Restricted: \$1,140
2. Unassigned = \$1,820,023

This is the first time since the fiscal year ended June 30, 2010 that the General Fund has finished the fiscal year with a positive fund balance.

Management encourages readers to read both the Transmittal Letter and Management's Discussion and Analysis to get a better contextual understanding of the financial information presented in the 2019 CAFR.

BUDGET IMPACT:

Funds to prepare the 2019 CAFR were included in the FY 2019-2020 Adopted Budget. There is no budget impact to receiving and filing a presentation on the 2019 CAFR.

CONCLUSION:

The short-term financial picture presented in the Fund Financial Statements show continued improvement, especially the General Fund, which has a reserve balance for the first time in nine years. However, the Government-wide Financial Statements that present a long-term look into the City's finances showed a slight reduction of \$670,802 in net position due to increasing long-term liabilities, specifically in OPEB for retiree healthcare and Self Insurance. The City will need

Presentation of Fiscal Year 2018-2019 Comprehensive Annual Financial ReportPage 4 of 4

to continue to implement best financial practices to strengthen the General Fund and address long term pension and OPEB liabilities.

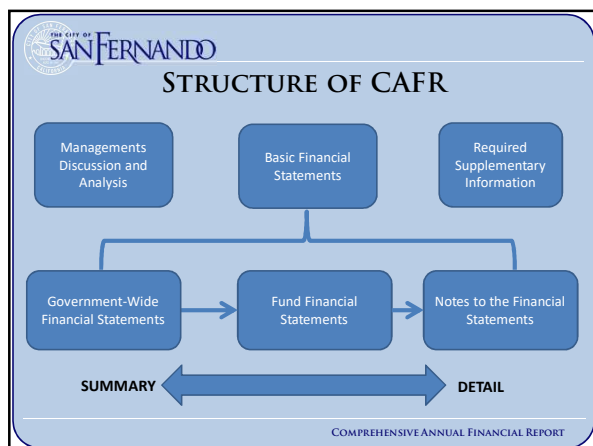
ATTACHMENT:

A. PowerPoint Presentation









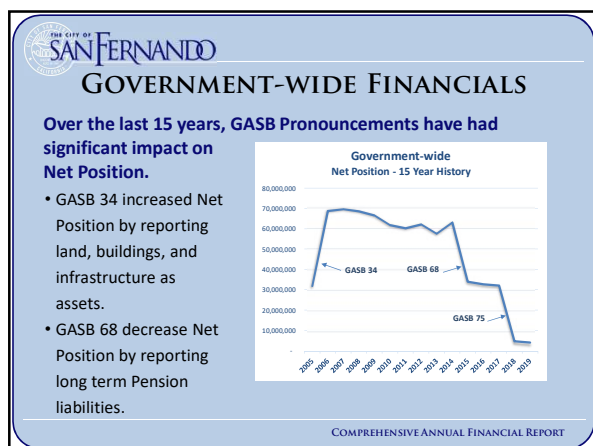
THE CITY OF SAN FERNANDO

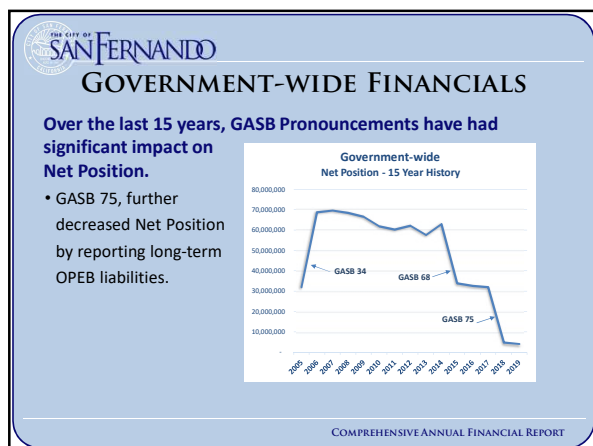
GOVERNMENT-WIDE FINANCIALS

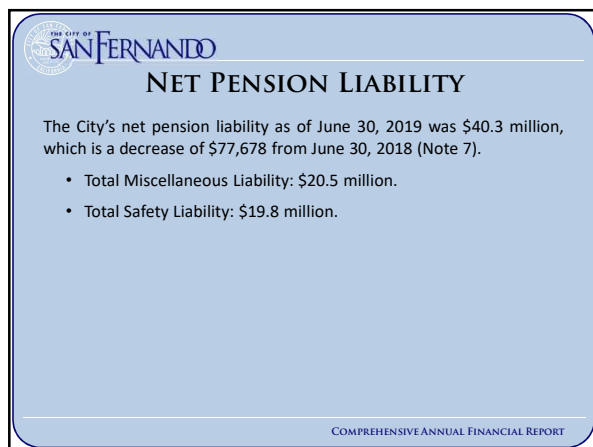
Net Position: Total assets minus total liabilities

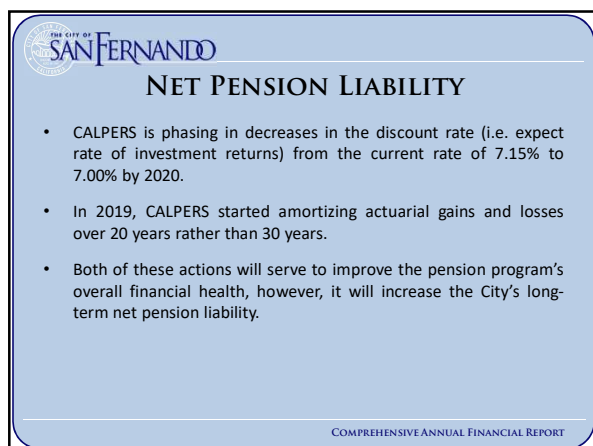
- The Statement of Net Position presents information on all of the City's Assets and Liabilities, and its an indication of the City's financial health.
- Net position decreased from \$4.8 million to \$4.1 million.
- Total assets increased by \$3.0 million.
- Liabilities increased by \$30.6 million; primarily due to the \$27.3 million increase in OPEB.


COMPREHENSIVE ANNUAL FINANCIAL REPORT









 **OTHER POST EMPLOYMENT BENEFITS**


OPEB (Retiree Health Care) liability continues to grow as the City continues to "pay-as-you go" (Note 8)

Beginning Liability:	\$42,765,541
2019 Required Contribution:	2,932,460
Actual Retiree Health Payments:	(1,500,005)
Ending Liability:	\$44,197,996

*Through labor negotiations the City eliminated RHC for new employees, which will help limit the City's long term liability.

**The City will be exploring options to establish a Section 115 OPEB Trust. Funds deposited in this type of Trust can only be used to pay the City's OPEB costs and will allow the City to take advantage of increased investment options and an increased discount rate to reduce long term liability.


COMPREHENSIVE ANNUAL FINANCIAL REPORT

 **GOVERNMENTAL FUND FINANCIALS**

How did the Fund Balance increase while Net Position decreased?

- Government-wide reporting provides information on current and long term obligations, including capital assets and long-term liabilities – Useful in assessing the City's overall financial health. (City's Net Worth)
- Governmental Fund reporting provides information on near term inflow, outflows and balances of spendable resources – Useful in assessing the City's ability to meet short term requirements. (City's annual Profit & Loss)

COMPREHENSIVE ANNUAL FINANCIAL REPORT

 **GOVERNMENTAL FUND FINANCIALS**

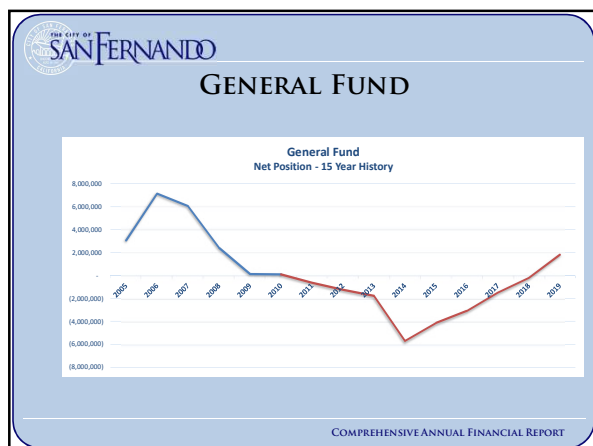
The City maintains 28 individual governmental funds.

Balance for all Governmental Funds increased from \$17.4 million to \$22.2 million.

- The net increase was due to a decrease in the General Fund deficit and increase the Retirement Tax Fund and Housing Fund balances.

Fund Balances	2019	2018
Non-spendable	\$1,140	\$68,204
Restricted	20,565,668	18,388,470
Unassigned	1,651,027	(1,034,038)
TOTAL	\$22,217,835	\$17,422,636

COMPREHENSIVE ANNUAL FINANCIAL REPORT



CONCLUSION

This year's audited financials once again present mixed signals

- In the short term, the City's finances are looking strong.
- The General Fund Balance increased from **(\$208,253)** to \$1,821,163.
- Large capital investments, such as a new radio system for public safety will reduce the General Fund reserve.
- In the long term, there is still a lot of work that needs to be done to identify a funding source for retiree health (OPEB).
- Despite Council action over the last few years to reduce long-term liabilities, the total City-wide "net worth" continues to decrease. Last year, net position decreased by \$670,802 or 14.09%.

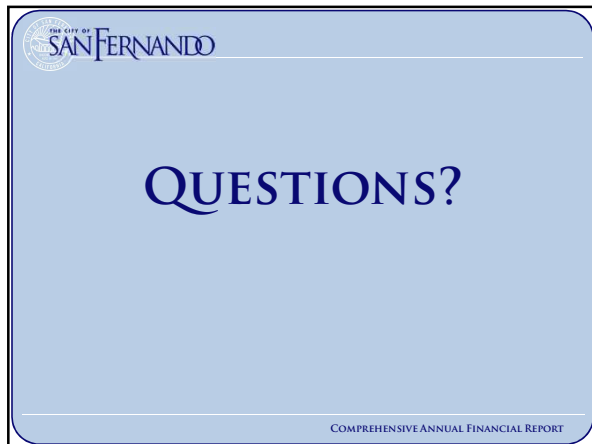
COMPREHENSIVE ANNUAL FINANCIAL REPORT

CONCLUSION

This year's audited financials once again present mixed signals

Deficit reduction will continue to be slow and steady as the City works to balance the need to reduce the deficit with the need to replace equipment and infrastructure, address deferred maintenance, and set-aside funds to offset future liabilities.

COMPREHENSIVE ANNUAL FINANCIAL REPORT



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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: February 18, 2020

Subject: Consideration and Adopt an Urgency Ordinance No. 1692 to Update the City of San Fernando's Water Policies to Comply with Senate Bill 998 (SB 998)

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive full reading and adopt Urgency Ordinance No. 1692 (Attachment "A") by title, "An urgency ordinance of the City Council of the City of San Fernando, California, amending provisions of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code concerning the discontinuation of residential water service for Nonpayment." **This Urgency Ordinance is introduced pursuant to Government Code Sections 36934 and 36937 and requires a four-fifths (4/5th's) vote for adoption;** and
- b. Authorize City Manager to direct staff to monitor issues, current policies and bring any other requirements related to SB 998 to the City Council at a future meeting.

BACKGROUND:

1. Sections 94-161 through 94-167 of the San Fernando Municipal Code state that a utility bill is delinquent 30 days after the bill date and accrues a 10% penalty thereafter. Residential water customers receive notification of possible disconnection prior to being shut-off. They also accrue a \$15 administrative fee for processing the shut off notice. If the bill continues to be delinquent after 20 days, the water customer will be shut-off at any time after the 20th of the month (which is typically approximately 20 or 51 days after the bill date). A reconnection fee/administrative fee of \$40 is required in addition to a deposit equal to the previous bill or \$150, whichever is greater.
2. SB 998 was passed and signed into law on September 2018 as the Water Shutoff Protection Act, California Health and Safety Code Sections 116900 et seq. SB 998 sets new restrictions on residential water service termination for nonpayment of a water utility bill. The statutes from SB 998 went into effect on February 1, 2020.

Consideration to Adopt an Urgency Ordinance No. 1692 to Update the City of San Fernando's Water Policies to Comply with Senate Bill 998 (SB 998)Page 2 of 3

3. Under SB 998, water utilities may not discontinue residential water service due to delinquent payment until a payment from a customer has been delinquent for 60 days. A policy must include the following elements:
 - a. Options for averting discontinuance of water service for non-payment including provisions for alternate payment arrangements;
 - b. Timeline of notifications for shut-off due to non-payment;
 - c. A formal bill appeals process; and
 - d. Translation of the policy and notices into at least five languages.

ANALYSIS:

Under the current Municipal Code, a residential water customer is considered delinquent 30 days after the due date and is subject to a 10% late fee penalty. Residential water customers receive notification of possible disconnection prior to being shut-off; they also accrue an additional \$15 administrative fee to cover staff time to deliver notices to residences. If the bill is still delinquent after receiving a shut-off notice, the water customer will be shut-off any time after the 20th of the month, which would equal to about 50 days after bill date. In order to resume service, a reconnection fee/administrative fee of \$40 is required in addition to a deposit equal to the previous bill or \$150 whichever is greater; if the water customer has a current deposit balance, that balance will be applied to the new higher deposit needed to resume service.

The City of San Fernando's current Ordinance states the penalty fee for delinquent bills, procedure for disconnection and requirements needed to resume services for water customers. Payment extensions and possible waivers are currently determined by the Finance Director. Due to the passage of SB 998, the City needs to change the current practice to comply with state law.

Over the last few months, the Finance Department and Public Works Department staff have met to develop a policy that is compliant with state law and works within the City's existing structure. Staff also worked with the City Attorney's Office to draft a related ordinance to implement the changes.

The proposed Urgency Ordinance incorporates the requirements set forth by SB 998 to be effective February 1, 2020 amending Provisions of Article III (Water) of Chapter 94 (Utilities) of the City of San Fernando's Municipal Code.

1. Increasing the delinquency day from 30 to 60 days.
2. Offering different payment options.

Consideration to Adopt an Urgency Ordinance No. 1692 to Update the City of San Fernando's Water Policies to Comply with Senate Bill 998 (SB 998)Page 3 of 3

3. The City may not discontinue residential water service if **all** of the following conditions are met:
 - a. A primary care provider certifies that the discontinuation of water services will pose a serious or potential fatal threat to a resident.
 - b. The customer demonstrates inability to pay.
 - c. The customer is willing to enter into an alternative payment arrangement.

SB-998 will immediately affect water customers with bills that are due from December 26, 2019 to February 25, 2020, and due in March of 2020.

BUDGET IMPACT:

The Finance Department will likely incur additional administrative costs related to Urgency Ordinance No. 1692 and SB 998 requirements as well as some upfront costs, such as procuring translation services of the policy to Spanish, Chinese, Tagalog, Vietnamese and Korean.

Staff anticipates an increase in some late payments and bad debt given the extension of days past due to final shut-off from 30 to 60. The City currently has a low rate of bad debt. As staff implements this ordinance, staff will closely monitor the impact on writing off of bad debt.

CONCLUSION:

Staff recommends that the City Council adopt Urgency Ordinance No. 1692 to update the City's water shutoff procedures and ensure compliance with State Law.

ATTACHMENTS:

- A. Urgency Ordinance No. 1692
- B. Current Ordinance

ATTACHMENT "A"**URGENCY ORDINANCE NO. 1692****AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PROVISIONS OF ARTICLE III (WATER) OF CHAPTER 94 (UTILITIES) OF THE SAN FERNANDO MUNICIPAL CODE CONCERNING THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT**

WHEREAS, the City of San Fernando ("City") is a municipal corporation, duly organized under the California Consitution and laws of the State of California; and

WHEREAS, the City owns and operates a public water system that supplies water to residential, commercial and industrial customers throughout the City's jurisdiction; and

WHEREAS, on September 28, 2018, Governor Brown signed Senate Bill No. 998 ("SB 998") which added Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water; and

WHEREAS, SB 998 adopted new and expanded protections regarding the discontinuation of water service for nonpayment and related matters; and

WHEREAS, the City Council of the City of San Fernando desires to immediately amend Sections 94-161 through 94-167 of Division I of Article III of Chapter 94 of the San Fernando Municipal Code to ensure consistency with the requirements of SB 998 and other laws which will take effect on February 1, 2020; and

WHEREAS, the City recognizes that proper service is required prior to the discontinuation of residential water services for nonpayment for the immediate preservation of public peace, health and safety of City residents; and

WHEREAS, Government Code Sections 36934 and 36937 authorize the City to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety.

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

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Urgency Findings.

- A. SB 998 took will take effect on February 1, 2020, rendering portions of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code unlawful.

- B. The expeditious amendment of the City's current regulations related to discontinuation of water residential water services for nonpayment would ensure compliance with state law, and promote public health, safety, and welfare.

SECTION 3. Sections 94-161 through 94-167 of Division I (Generally) of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code are hereby amended in their entirety to state the folloiwng:

Sec. 94-161 Delinquent Bills and Discontinuation of Service.

- (a) Application. *The procedures set forth under subsections (b) through subsection (f) of this Section shall apply to residential water consumers only. For purposes of this Section 94-161, the capitalized term "Policy" shall be a collective reference to the policies and procedures set forth under subsections (b) through (f) of this Section, below. All other water consumers shall be governed by the provisions of subsection (g) of this Section and the provisions of Sections 94-162 through 94-167 and such other provisions of the San Fernando Municipal Code as may be applicable non-residential water consumers. The provisions of subsection (g) of this Section and Sections 94-162 through 94-167 shall have no application to residential water consumers.*

- (b) Rendering and Payment of Bills.

1. *Bills for residential water service will be rendered to each consumer on a bi-monthly basis. Residential water service charges shall become due and payable upon presentation (hereinafter, the "Due Date") and shall become delinquent if not paid within thirty (30) calendar days thereafter (hereinafter, the "Delinquency Date"). As provided under subsection (b) of Section 94-154, if the day on which the payment of charges would otherwise be deliqneunt falls on a Saturday, Sunday or City-observed holiday, the next business day therafter shall be considered as the day on which the delinquency occurs. Except as otherwise provided under tWater service is subject to discontinuation if such charges are not paid within sixty (60) days from the Delinquency Date. Payment may be made at San Fernando City Hall during the City's normal business hours, excluding City-observed holidays and as provided under subsection (b) of Section 94-154 (Billing), above. It is the consumer's responsibility to assure that payments are received by City in a timely manner. Partial payments are not authorized unless prior approval has been received from the City. Bills will be computed as follows:*

- (i) *Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.*

- (ii) *Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.*
 - (iii) *City billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the City shall have the right to refuse any payment of such billings in coin.*
- 2. *Delinquent Bills.* *The following rules apply to residential consumers whose bills remain unpaid for more than sixty (60) days following the Delinquency Date:*
 - (i) *If less than a minimum bill (i.e., less than the account's bi-monthly meter charge) remains unpaid on any billing, it shall be carried over and added to the next billing period.*
 - (ii) *Delinquency Notice.* *If payment for a bill rendered is not made on or before the thirtieth (30th) day following the Due Date, a notice of delinquent payment (the "Delinquency Notice") will be mailed to the consumer, provided that such notice must be delivered no less than seven (7) business days prior to any discontinuation of service date identified in the Delinquency Notice itself. For purposes of this Policy, the term "business days" shall refer to any days on which San Fernando City Hall is regularly open for business. If the consumer's address is not the address of the property to which the service is provided, the Delinquency Notice must also be sent to the address of the property served, addressed to "Occupant." The Delinquency Notice must contain the following information:*
 - a. *Consumer's name and address;*
 - b. *Amount of delinquency;*
 - c. *Date by which payment or arrangement for payment must be made to avoid discontinuation of service;*
 - d. *Description of the process to apply for an extension of time to pay the amount owing as set forth under subsection (c), below;*
 - e. *Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency as set forth under subsection (d), below; and*
 - f. *Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule as set forth under subsection (c), below.*

The City may alternatively provide notice to the consumer of the impending discontinuation of service by telephone. If that notice is

provided by telephone, the City shall offer to provide the consumer with a copy of this Policy and also offer to discuss with the consumer the options for alternative payments, as described in subsection (c), below, and the procedures for review and appeal of the consumer's bill, as described in subsection (d), below.

- (iii) Unable to Contact Customer. If the City is unable to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the City will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of water service for non-payment, and a copy of this Policy.*
- (iv) Late Charge. A Late Charge in an amount approved by City Council resolution may be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the Delinquency Notice is generated.*
- (v) Water Shut-Off Deadline. Payment for water service charges must be received at San Fernando City Hall no later than 5:00 p.m. on the date specified in the Delinquency Notice. Payment made by regular mail that is postmarked prior to the water shut-off deadline but received by City after the deadline will be considered untimely.*
- (vi) Notification of Returned Check. Upon receipt of a returned check rendered as remittance of water service or other charges, the City will consider the account not paid. The City will attempt to notify the consumer in person and leave a notice of termination of water service at the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the Delinquency Notice; or, if a Delinquency Notice has not been previously provided, no sooner than the sixtieth (60th) day after the Due Date for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.*
- (vii) Returned Check Tendered as Payment for Water Service Disconnected for Nonpayment.*
 - a. If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the City may discontinue said water service upon at least three (3) calendar days' written notice. The consumer's*

account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating that a non-negotiable check was issued by the consumer.

- b. If at any time during the one year period described above, the consumer's account is again disconnected for nonpayment, the City may require the consumer to pay cash or certified funds to have that water service restored.*

3. Conditions Prohibiting Discontinuation. The City shall not discontinue residential water service if all of the following conditions are met:

- (i) Health Conditions. The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property. (The term "primary care provider" shall have the same meaning as set forth under Section 116910(a)(1) of the California Health & Safety Code as the same may be amended from time to time.); and*
- (ii) Financial Inability. The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level; and*
- (iii) Alternative Payment Arrangements. The consumer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the provisions of subsection (c) (Alternative Payment Arrangements), below.*

4. Process for Determination of Conditions Prohibiting Discontinuation of Service. The consumer bears the burden of proving compliance with the conditions described in paragraph (3) of this subsection, above. To allow the City to commence the processing and consideration of any request for assistance by a consumer, the consumer shall first provide the City with all

necessary documentation demonstrating the medical issues under paragraph (3)(i) of this subsection, above; financial inability under paragraph (3)(ii) of this subsection, above; and a willingness to enter into any alternative payment arrangement under paragraph (3)(iii) of this subsection, above, as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the Finance Director, shall review such documentation and respond to the consumer within seven (7) calendar days with either request additional information, including information relating to the feasibility of the available alternative arrangements, or notify the consumer of the alternative payment arrangement, and terms thereof, under subsection (c), below, in which the City will allow the consumer to participate. For purposes of this Section, the capitalized term "Finance Director" shall mean the Finance Director the City of San Fernando or his or her designee. If the City has requested additional information, the consumer shall provide the requested information within five (5) calendar days of receipt of the City's written request. Within five (5) calendar days of its receipt of the additional information, the City shall either notify the consumer in writing that the consumer does not meet the conditions of paragraph 3 of this subsection, above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, under subsection (c), below, in which the City will allow the consumer to participate. Consumers who fail to meet the conditions described in paragraph (3) of this subsection, above, must pay the delinquent amount, including any penalties and other charges, owing to the City by or before the latter of the following: (i) two (2) business days after the date of notification from the City of the City's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the Delinquency Notice.

5. *Special Rules of Low Income Consumers.* *Consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the consumer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level. If a consumer demonstrates either of those circumstances, then the following shall apply:*

- (i) *Reconnection Fees.* *If water service has been discontinued and is to be reconnected, then any reconnection fees during the City's normal operating hours may not exceed \$50, and reconnection fees during non-operational hours may exceed \$150. Such fees may not exceed the actual cost of reconnection if that cost is less than the statutory caps. Fee*

caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning on January 1, 2021.

- (ii) Interest Waiver. *The City shall not impose any interest charges on delinquent bills.*

6. Landlord-Tenant Arrangements. *The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.*

- (i) Required Notice.

- a. *At least ten (10) calendar days prior if the property is a multi-unit residential structure or mobile home park, or seven (7) calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the City must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.*
- b. *The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed, without having to pay any of the then-delinquent amounts.*

- (ii) Tenants/Occupants As Customers.

- a. *The City is not required to make water service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for water service and meets the City's requirements and rules.*
- b. *If (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the City's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the City's requirements, then the City may make service available only to those tenants/occupants who have met the requirements.*

- c. *If prior service for a particular length of time is a condition to establish credit with the City, then residence at the property and proof of prompt payment of rent for that length of time, to the City's satisfaction, is a satisfactory equivalent.*
- d. *If a tenant/occupant becomes a customer of the City and the tenant's/occupant/s rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the City during the prior payment method.*

(c) Alternative Payment Arrangements.

For any consumer who meets the three conditions set forth in paragraph 3 of subsection (b), above, in accordance with the process set forth in paragraph 4 of subsection (b), above, the City shall offer the consumer one of the following alternative payment arrangements, to be selected by the City in City's discretion: (i) amortization of the unpaid balance under paragraph 1 of this subsection, below; (ii) alternative payment schedule under paragraph 2 of this subsection, below; (iii) partial or full reduction of unpaid balance under paragraph 3 of this subsection, below; or, (iv) temporary deferral of payment under paragraph 4 of this subsection, below. The Finance Director, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and City's payment needs.

- 1. Amortization. *Any consumer who is unable to pay for water service within the City's normal payment period and meets the three conditions set forth under paragraph 3 of subsection (b), above, as the City shall confirm, may, if the City has selected this alternative, enter into an amortization plan with the City on the following terms:*
 - (i) Term. *The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in paragraph 1(ii) of this subsection, below, over a period not to exceed twelve (12) months, as determined by the Finance Director; provided, however, that the Finance Director, in his or her reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization*

period, and that amount shall be added each month to the consumer's ongoing monthly bills for water service.

- (ii) Administrative Fee; Interest. For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the City from time to time by resolution, representing the cost to the City of initiating and administering the plan. At the discretion of the Finance Director, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this paragraph 1.*
- (iii) Compliance with Plan. The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the consumer fails to comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the City may discontinue water service to the consumer's property at least five (5) business days after the City posts at the consumer's residence a final notice of its intent to discontinue service.*

2. Alternative Payment Schedule. Any consumer who is unable to pay for water service within the City's normal payment period and meets the three conditions set forth in paragraph 3 of subsection (b), above, as the City shall confirm, may, if the City has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:

- (i) Repayment Period. The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in paragraph 2(ii) of this subsection, below, over a period not to exceed twelve (12) months, as determined by the Finance Director; provided, however, that the Finance Director, in his or her reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.*
- (ii) Administrative Fee; Interest. For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the City from time to time by resolution, representing the cost to the City of initiating and administering the schedule. At the discretion of the Finance Director, interest at an annual rate*

not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this paragraph 2 of this subsection.

- (iii) Schedule. *After consulting with the consumer and considering the consumer's financial limitations, the Finance Director, shall develop an alternative payment schedule to be agreed upon with the consumer. The alternative schedule may provide for periodic lump sum payments that do not coincide with the City's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to paragraph 2(ii) of this subsection, above, the unpaid balance and administrative fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.*
 - (iv) Compliance with Plan. *The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the consumer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the City may discontinue water service to the consumer's property at least five (5) business days after the City posts at the consumer's residence a final notice of its intent to discontinue service.*
3. Reduction of Unpaid Balance. *Any consumer who is unable to pay for water service within the City's normal payment period and meets the three conditions set forth in paragraph 3 of subsection (b), above, as the City shall confirm, may, if the City has selected this alternative, receive a reduction of the unpaid balance owed by the consumer, not to exceed twenty percent (20%) of that balance; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other City customers. The proportion of any reduction shall be determined by the consumer's financial need, the City's financial condition and needs, and the availability of funds to offset the reduction of the consumer's unpaid balance.*

- (i) Repayment Period. *The consumer shall pay the reduced balance by the due date determined by the Finance Director, which date (the “Reduced Payment Date”) shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.*
 - (ii) Compliance with Reduced Payment Date. *The consumer must pay the reduced balance on or before the Reduced Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the consumer’s current service charges for sixty (60) calendar days or more, the City may discontinue water service to the consumer’s property at least five (5) business days after the City posts at the consumer’s residence a final notice of its intent to discontinue service.*
- 4. Temporary Deferral of Payment. *Any consumer who is unable to pay for water service within the City’s normal payment period and meets the three conditions set forth in paragraph 3 of subsection (b), above, as the City shall confirm, may, if the City has selected this alternative, have payment of the unpaid balance temporarily deferred for a period of up to six (6) months after the payment is due. The City shall determine, in its discretion, how long of a deferral shall be provided to the consumer.*
 - (i) Repayment Period. *The consumer shall pay the unpaid balance by the deferral date (the “Deferred Payment Date”) determined by the Finance Director. The Deferral Payment Date shall be within twelve (12) months from the date the unpaid balance became delinquent; provided, however, that the Finance Director, in his or her reasonable discretion, may establish a Deferred Payment Date beyond that twelve (12) month period to avoid undue hardship on the consumer.*
 - (ii) Compliance with Reduced Payment Date. *The consumer must pay the reduced balance on or before the Deferred Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or fails to pay the consumer’s current service charges for sixty (60) calendar days or more, the City may discontinue water service to the consumer’s property at least five (5) business days after the City posts at the consumer’s residence a final notice of its intent to discontinue services.*

(d) Appeals. *The procedure to be used to appeal the amount set forth in any bill for residential water service is as follows:*

1. Initial Appeal. *Within ten (10) days of receipt of the bill for water service, the consumer has a right to initiate an appeal or review of any bill or charge rendered by the City. Such request must be made in writing and be delivered to the Office of the City Clerk to the attention of the Finance Director. For so long as the consumer's appeal and any resulting investigation is pending, the City cannot discontinue water service to the consumer.*
2. Delinquency Notice Appeal. *In addition to the appeal rights provided under paragraph 1 of this subsection, above, any consumer who receives an Delinquency Notice may request an appeal or review of the bill to which the Delinquency Notice relates at least five (5) business days after the date of the Delinquency Notice if the consumer alleges that the bill is in error with respect to the quantity of water consumption set forth on that bill; provided, however, that no such appeal or review rights shall apply to any bill for which an appeal or request for review under paragraph 1 of this subsection, above, has been made. Any appeal or request for review under this subsection must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the Office of the City Clerk to the attention of the Finance Director within that five (5) business day period. For so long as the consumer's appeal and any resulting investigation is pending, the City may not discontinue water service to the consumer.*
3. Appeal Hearing. *Following receipt of a request for an appeal or review under paragraph 1 or 2 of this subsection, above, a hearing date shall be promptly set before the Finance Director. After evaluation of the evidence provided by the consumer and the information on file with the City concerning the water charges in question, the Finance Director shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing consumer with a brief written summary of the decision.*
 - (i) *If water charges are determined to be incorrect, the City will provide a corrected invoice and payment of the revised charges will be due within ten (10) calendar days of the invoice date for the revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided*

that the City shall provide the consumer with the Delinquency Notice in accordance with paragraph 2(ii) of subsection (b), above. Water service will only be restored upon full payment of all outstanding water charges, penalties, and any and all applicable reconnection charges.

- (ii) *If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the Finance Director's decision is rendered. At the time the Finance Director's decision is rendered, the consumer will be advised of the right to further appeal before a hearing officer designated by the City Manager ("Hearing Officer"). Any such appeal must be filed in writing within seven (7) calendar days after the Finance Director's decision is rendered if the appeal or review is an initial appeal under paragraph 1 of this subsection, above, or within three (3) calendar days if the appeal or review is an Delinquency Notice appeal under paragraph 2 of this subsection, above. The appeal hearing will occur at a date agreed to by the consumer and the Hearing Officer.*
- (iii) *For an initial appeal under paragraph 1 of this section, above, if the consumer does not timely appeal to the Finance Director the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within sixty (60) calendar days after the original billing date, then the City shall provide with the Delinquency Notice in accordance with paragraph 1(ii) of subsection (b), above, and may proceed in discontinuing service to the consumer's property.*
- (iv) *For an Delinquency Notice appeal under paragraph 2 of this subsection, above, if the consumer does not timely appeal to the the Finance Director, then the water service to the subject property may be discontinued on written or telephonic notice to the consumer to be given at least twenty-four (24) hours after the latter to occur of: (i) the expiration of the original sixty (60) calendar day notice period set forth in the Delinquency Notice; or (ii) the expiration of the appeal period.*
- (v) *When a hearing before a Hearing Officer is requested, such request shall be made in writing and delivered to the Office of the City Clerk to the attention of the City Manager. The consumer will be required to personally appear before the the Hearing Officer and present evidence and reasons as to*

why the water charges on the bill in question are not accurate. The the Hearing Officer shall evaluate the evidence presented by the consumer, as well as the information on file with the City concerning the water charges in question, and render a decision as to the accuracy of said charges.

- (vi) If the the Hearing Officer finds the water charges in question are incorrect, the consumer will be invoiced for the revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the City shall provide the consumer with the Delinquency Notice in accordance with paragraph 2(ii) of subsection (b), above. Water service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.*
- (vii) If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the decision of the the Hearing Officer is rendered. In the event that charges are not paid in full within sixty (60) calendar days after the original billing date, then the City shall provide the consumer with an Delinquency Notice in accordance with paragraph 3(ii) of subsection (b), above, and may proceed in discontinuing water service to the consumer's property.*
- (viii) Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the the Hearing Officer.*
- (ix) Water service to any consumer shall not be discontinued at any time during which the consumer's appeal is pending.*
- (x) The Hearing Officer's decision shall be final and binding.*
- (e) Restoration of Water Services. To resume or continue water service that has been discontinued by the City due to non-payment, the consumer must pay a security deposit and a Reconnection Fee established by the City Council by resolution, subject to the limitations set forth in in paragraph 5(i) of subsection (b), above. The City will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The City shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable Reconnection Fee.*

(f) Publication. *The City shall comply with the publication requirements of Health & Satety Code Section 116918 as the same may be amended from time to time.*

(g) Non-Residential Water Consumers. *This subsection shall apply to all non-residential water consumers. When all or any part of any water bill remains unpaid after the date on which it becomes delinquent, a penalty of ten percent of the total amount of such bill shall be added to such bill upon its becoming delinquent and shall be collected from the consumer.*

SECTION 4. The title of Section 94-149 (Discontinuation of service) of Division I (Generally) of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

Sec. 94-149 – Consumer Requested Discontinuance of service.

SECTION 5. Subsection (a) of Section 94-154 (Billing) of Division I (Generally) of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code is hereby amended by the addition of the following sentence:

“The foregoing notwithstanding, charges for residential water service charges shall become due and payable as provided under Section 94-161 (Discontinuation of Residential Water Service for Non-Payment) of this Article, below.”

SECTION 5. CEQA. The City Council has determined that the proposed Urgency Ordinance is not a “project” as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378.

SECTION 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof 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 or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 7. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Urgency Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Urgency Ordinance.

SECTION 8. Construction. The City Council intends this Urgency Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Urgency Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Urgency Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Urgency Ordinance, those

amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 9. Publication and Effective Date. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Urgency Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on _____ day of _____, 2020.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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 above and foregoing Resolution No. ____ was passed and adopted by the City Council at its regular meeting duly held on the ____ day of _____ 2020 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**CURRENT ORDINANCE OF THE CITY OF SAN FERNANDO SECTIONS 94-161 THROUGH 94-167 OF DIVISION 1 (GENERALLY) OF ARTICLE III (WATER) OF CHAPTER 94 (UTILITIES) OF THE SAN FERNANDO MUNICIPAL CODE CONCERNING THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT****Sec. 94-161. - Delinquent penalties.**

When all or any part of any water bill remains unpaid after the date on which it becomes delinquent, a penalty of ten percent of the total amount of such bill shall be added to such bill upon its becoming delinquent and shall be collected from the consumer.

(Code 1957, § 28.70)

Sec. 94-162. - Disconnection notice.

A final notice of imminent disconnection of water service shall be made to the occupants of the premises before service is discontinued. A fee per unit for this notification will be charged to the account as pursuant to section 94-263.

(Code 1957, § 28.71)

Sec. 94-163. - Disconnection for delinquency.

If a bill for water service charges, penalties, and disconnection notice delivery fee is not paid, the water service shall be turned off after a final notice advising the customer of such shutoff on or before the expiration of approximately 20 days following the date on which it becomes delinquent. A further administrative/reconnection fee; other delinquent or unpaid city bills, licenses, fees, permits, or other charges; and a security deposit shall be paid before the service is then reconnected, pursuant to section 94-263. No checks shall be accepted for payment of disconnected accounts.

(Code 1957, § 28.72)

Sec. 94-164. - Deposit increase for delinquent accounts.

If a consumer who has made a deposit to guarantee the payment of water service charges fails to pay his delinquent bill together with all added penalties and fees before the 20th day following the day in which such bill becomes delinquent, the deposit shall be increased to the minimum set by section 94-263, or increased to the equivalent of the delinquent amount including penalties and fees.

(Code 1957, § 28.73)

Sec. 94-165. - Payment extensions and penalty and fee waivers.

If the finance director determines that an extension of time or relief from any penalty for violation of this division should be granted, the director or designee may authorize in writing an extension of such time limits not to exceed 30 days or authorize the waiver of penalties. Only one such extension or waiver shall be granted in a calendar year, except in hardship situations as determined by the finance director, who shall maintain a record of reasons for granting the extension. No extension of time may be granted to waive delinquent penalties. Elected officials are not eligible for any payment extensions and penalty and fee waivers without the express consent of the city council.

(Code 1957, § 28.74; Ord. No. 1489, § 1, 1-20-1998; Ord. No. 1545, § 32, 11-3-2003)

Sec. 94-166. - Penalty for turning on water after turnoff.

No person shall turn on water or suffer it to be turned on at any meter or other connection to the city's water distribution system after the water has been turned off by the city. Meter readings will be taken when the meter is shut off, and any increase in the reading will be considered proof that the meter had been turned on, even if found in the off position when checked. For each time the employees of the water division are required to again turn the water off or determine that the meter had been turned on and off, a tampering fee shall be charged pursuant to section 94-263.

(Code 1957, § 28.75)

Sec. 94-167. - Returned checks.

When a water customer presents the city with a check or other negotiable instrument in payment of a water bill that is not negotiable either because of a insufficient funds, closed account, or other reason, the customer, pursuant to section 94-263, shall present the city with cash covering the amount of the check plus a penalty. If payment is not made, disconnection shall take place within 48 hours of notification of the customer with appropriate reconnection penalties.

(Code 1957, § 28.76)

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Robert C. Gonzales

Date: February 18, 2020

Subject: Consideration to Prepare a Letter Urging the California Public Employees' Retirement System Board to Adopt a Policy to Divest From Investments in For-Profit Prisons

RECOMMENDATION:

I have placed this on the agenda for City Council discussion and recommend that the City send a letter to the California Public Employees' Retirement System Board (CalPERS) Board urging them to adopt a policy to divest from investments in for-profit prisons.

BUDGET IMPACT:

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

ATTACHMENTS:

- A. Fortune Article – Why America's Largest Pension Fund is Cutting Ties with Private Prisons
- B. City of Berkeley – Agenda Report Regarding Private Prison Divestment
- C. New Sanctuary Coalition – MoMA Divest Statement

PAID CONTENT

Buying a Second Home? Let Personal Capital Help.

FROM PERSONAL CAPITAL

TECH

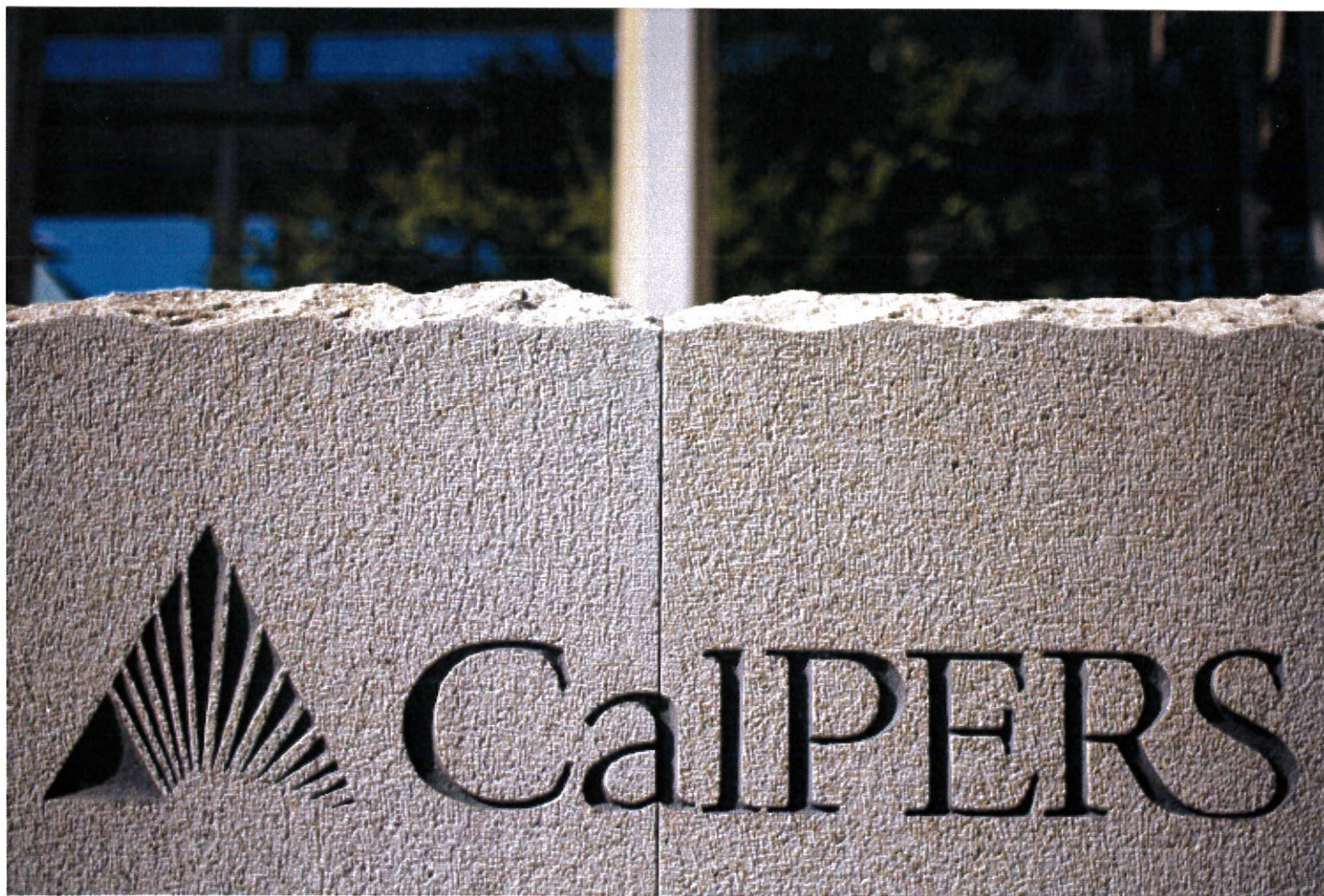
Essential, a once-buzzy smartphone-maker led by a controversial ex-Google executive, folds

FINANCE • PRIVATE PRISONS

Why America's Largest Pension Fund Is Cutting Ties with Private Prisons

BY LUCINDA SHEN

October 22, 2019 3:14 AM EST



PHOTOGRAPH BY MAX WHITTAKER—GETTY IMAGES



Employees' Retirement System has sold its stake in two controversial private prison operators that have recently been in the headlines for their treatment of immigrants.

CalPERS, the nation's largest pension fund, confirmed to *Fortune* that it had sold off its stakes in for-profit private detention companies CoreCivic and Geo Group. Both companies closed higher on Monday, but shares in the two prison operators are trading more than 35% below their 52-week highs.

* CalPERS emphasized the divestment was not a turn against the industry as a whole, but as part of Chief Investment Officer Ben Meng's goal to reduce risk and reach a 7% annual return. CalPERS conducted a review that narrowed the scope of its investments "based on factors such as materiality, liquidity, geography, and governance rights" and both CoreCivic and GeoGroup were part of some 217 companies that did not make the cut. The value of the stake was roughly \$8.86 million at the time.



PAID CONTENT

Why Nationwide Is Being Recognized for Its Diversity Efforts

FROM NATIONWIDE

"CalPERS does not own shares of CoreCivic or GeoGroup anymore," a company representative wrote in an email Monday, summing up the move as "an investment decision."

* The share sale comes after other U.S. pension funds have divested from private prisons following reports raising concerns about the treatment of immigrants in private facilities after President Trump dramatically stepped up detention of undocumented individuals crossing the southern border with Mexico. The others include the California State Teachers' Retirement System, the New York state pension plan, and the Philadelphia Board of Pensions and Retirements. Wall Street banks too have issued promises to no longer finance private prison operators.

Activists that have been pressuring CalPERS for months to divest, arguing that CoreCivic and GEO Group are "engaged in human rights abuses" and place migrant workers and children in "life-threatening conditions." CalPERS downplayed the impact of such reports on its decision to sell off the two stakes.

These activists and some public employees enrolled in CalPERS, cheered.

"Our union was not going to stand by and watch our pension dollars support these terrible corporations, and we're pleased to see that CalPERS' investment analysts have come to the conclusion," Margarita Berta-Ávila, a professor at California State University who relies on CalPERS for her retirement and associate vice president of the California Faculty Association said in a statement. CFA, which represents some 28,000 workers of the California State University system, has been a part of a [multi-month long-campaign](#) calling for CalPERS to divest of its private prison interests.

Berta-Ávila was deeply disturbed after discovering that her pension manager was invested in private prisons at a time when many university students across the state are immigrants or have family members that may have experienced dealing with U.S. Border Control.

"I got very upset... because I realized I was complicit," Berta-Ávila said. "How can we look at our students face-to-face knowing that this is how our pensions are being utilized? That was not something we wanted to be a part of and perpetuate."

Similarly, Democratic California Assemblymember Rob Bonta, who penned a recently ratified bill to ban for-profit private detention facilities in the state, also dubbed it a "good change."

"It's right for our largest pension funds to divest from them. It doesn't matter how, It's a matter of we should. We need to make value-based investments," Bonta said. Bonta previously authored a bill that would have forced CalPERS to divest of its private prison

investments. Now, he added, its time to make sure such pension funds follow through with their promises.

Though CalPERS is among the world's largest sovereign wealth funds, its investment in GeoGroup and CoreCivic comes out to a blip in comparison to the two companies' combined market cap of nearly \$4 billion. Instead, it is index funds and mutual funds, which are its largest stakeholders. Vanguard and [BlackRock](#), for example, top the list of investors for both companies. Such funds, however, have generally defended their positions in these companies, saying index funds track the market as a whole.

"Over the years, mutual funds have been called upon to take actions against a wide range of companies," a Vanguard representative said in a statement. "We believe it would be exceedingly difficult to manage our funds effectively and efficiently while seeking to address the many social, political, and environmental concerns of our 20 million clients and the broader global community."

And though CalPERS is not positioning the divestment as a political or moral statement, activists are optimistic that CalPERS decision to sell its stake in the two companies—however small—could be a rallying cry to other pension funds to follow suit.

"The fact that we have one of the largest and most influential institutional investors recognizing these companies' bad corporate conduct poses a material risk—it's a decision expected to be passed on and considered by other pensions in the U.S. and inform their moves," said Emily Claire Goldman, founder and director of Educators for Migrant Justice, a group that also advocated for CalPERS to drop its stakes in private prisons.

More must-read stories from Fortune:

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—What Warren Buffett's move to increase his [Bank of America](#) stake says about [the health of the economy](#)

—How would you spend a [universal basic income](#)? We asked participants around the



Kriss Worthington

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CONSENT CALENDAR
July 19, 2016

To: Honorable Mayor and Members of the City Council
From: Councilmember Kriss Worthington

Subject: Calling on the City of Berkeley to Divest from Private Prisons

RECOMMENDATION:

Adopt a Resolution calling for the divestment from private prisons from the City of Berkeley. Send a letter to Wells Fargo and any other financial or investment companies with which the City of Berkeley does business and that appear on the "Million Shares Club" list, requesting their immediate divestment from private prison corporations GEO Group, Corrections Corporation of America, and G4S.

BACKGROUND:

Incarceration rates in the United States have been increasing over the years, tearing families apart and primarily impacting communities of color. The private prison industry reaps large monetary benefits from the imprisonment of these communities. High private prison companies admit that their companies benefit from high incarceration rates. The two largest private prison firms in the United States have avoided paying around over 100 million dollars because of tax code loopholes such as the Real Estate Investment Trust (REIT) that converts private prisons as a special real estate trust that exempt them from the federal corporate income tax.

As incarceration rates skyrocket, the private prison industry expands at exponential rates, holding ever more people in its prisons and jails, and generating massive profits. Recently, there has been a growing movement in divesting from private prisons such as The California Endowment, Columbia University, and even the University of California agreed to sell private prison investment. The City of Berkeley has a history of divesting from institutions and products that conflict with the values of sustainability, equality, and ethics, such as nuclear weapons, gun manufacturers, tobacco companies, and fossil fuel companies.

The City of Berkeley's Peace and Justice Commission and the Associated Student of the University (ASUC) passed a resolution calling on the City of Berkeley to divest from private prisons. With the increasing economic benefits that come with commodifying human lives, the City of Berkeley should divest from private prisons to make a statement that the industry harms human lives and degrades them as monetary investment.

FINANCIAL IMPLICATIONS:

Unknown

ENVIRONMENTAL SUSTAINABILITY:

Consistent with Berkeley's Environmental Sustainability Goals and no negative impact.

CONTACT PERSON:

Councilmember Kriss Worthington
Bulmaro Vicente

510-981-7170
vicentebulmaro@gmail.com

Attachments:

1. Resolution Calling on the City of Berkeley to divest from Private Prisons.
2. Peace and Justice Resolution Calling on the City of Berkeley to divest from Private Prisons
3. ASUC Senate Resolution No. 68 "Calling on the City of Berkeley to divest from Private Prisons:
<https://docs.google.com/document/d/1c2eRZU7FTbCikPUEmFKCDrC4ieo4UuLDmqVJu4p1HOI/edit>

RESOLUTION NO. ~~##,###~~-N.S.

CALLING ON THE CITY OF BERKELEY TO DIVEST FROM PRIVATE PRISONS

WHEREAS, the Afrikan Black Coalition, a statewide coalition within the UC created by Black students, successfully pressured the University of California System to divest \$25 million from private prisons, and will no longer hold any shares in private prisons corporation; and

WHEREAS, the University of California realized that investments in these corporations are financially unsustainable and now stands as the first public education institution to denounce the private prison industry; and

WHEREAS, according to the article “Are Private Prisons to Blame for Mass Incarceration and its Evils? Prison Conditions, Neoliberalism, and public Choice” by Hadar Aviram, private prisons have been linked to numerous cases of violence including sexual abuse, beatings, turning a blind eye to gang violence among inmates, denial of food and medical attention, and atrocious conditions; and also that people of color are greatly over-represented in US prisons, particularly young people of color, and at even higher rates in private prisons; and

WHEREAS, the growing movement against private prisons has led large shareholders to divest from private prisons, including The California Endowment, Columbia University, the Sacramento, South Bay and San Mateo Central Labor Councils, the United Federation of Teachers, the United Methodist General Board of Pension & Health Benefits, the General Assembly of the Presbyterian Church, and, in December, 2015, the University of California agreed to sell private prison investments by January 2016; and

WHEREAS, the City of Berkeley has a history of divesting from institutions and products that conflict with the values of sustainability, equality, and ethics, such as nuclear weapons, gun manufacturers, tobacco companies, and fossil fuel companies; and

WHEREAS, private prisons are supported by so-called “million shares club” investors, those entities which own over one million shares in CCA or GEO Group, through investments, extensions of credit, and sharing lobbyists to promote a shared agenda.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council directs the City Manager to consider creating a portfolio screen preventing any future investments in private prison corporations including GEO Group, Corrections Corporation of America, and G4S and their major investors and private contractors in public prisons.

BE IT FURTHER RESOLVED, that the Council directs the City Clerk to send a letter to Wells Fargo and any other financial or investment companies with which the City of Berkeley does business and that appear on the attached “Million Shares Club” list, requesting their immediate divestment from private prison corporations GEO Group, Corrections Corporation of America, and G4S.

BE IT FURTHER RESOLVED that this Resolution shall be binding City policy and shall

be in full force and effect after adoption by City Council.

Attachment 2

Peace and Justice Commission Resolution
Resolution calling on the City of Berkeley to divest from Private Prisons

WHEREAS, the Peace and Justice Commission advises the City Council on all matters relating to the City of Berkeley's role in issues of peace and social justice (Berkeley Municipal Code Chapter 3.68.070); and

WHEREAS, it is the mandate of the Peace and Justice Commission to assist the Director of Finance in the annual evaluation of financial institutions for qualification of City investments; encourage target investments; coordinate with City agencies, appropriate community organizations, public and private investors; and advise the City Council on matters relating to the responsible investment of public funds in accordance with the responsible investment policy established by Resolution No. 55,141A-NS;¹ and

WHEREAS, according to a 2011 ACLU study "Banking on Bondage," incarceration is at record levels in the United States, draining the resources of governments, communities, and taxpayers; while the private prison industry, which now holds 16% of U.S. prisoners and 6% of prisoners in California, reaps lucrative rewards;² and

WHEREAS, private prisons have been linked to numerous cases of violence including sexual abuse, beatings, turning a blind eye to gang violence among inmates, denial of food and medical attention, and atrocious conditions;³ and

WHEREAS, the two largest for-profit prison companies in the United States, Corrections Corporation of America and GEO Group have lobbied Congress heavily for "Immigrant Detention Quotas" and as a result have seen their revenue and market share soar;⁴ and

WHEREAS, G4S, which runs youth detention facilities across the U.S and transports detainees to Immigration and Customs Enforcement (ICE) detention facilities throughout the country, and has been the target of divestment campaigns because of its inhumane practices;⁵ and

¹ <http://www.codepublishing.com/CA/Berkeley/html/Berkeley03/Berkeley0368/Berkeley0368070.html#3.68>

² "Banking on Bondage" Banking on Bondage: Private Prisons and Mass Incarceration. <https://www.aclu.org/banking-bondage-ps>

³ "Are Private Prisons to Blame for Mass Incarceration and Its Evils? Prison Conditions, Neoliberalism, and Public Choice" by Hadar Aviram, Fordham Urban Law Journal, January 1, 2015, <http://urbanlawjournal.com/are-private-prisons-to-blame-for-mass-incarceration-and-its-evils-prison-conditions-neoliberalism-and-public-choice-by-hadir-aviram/> and <https://www.aclu.org/issues/mass-incarceration/privatization-criminal-justice/private-prisons>

⁴ Payoff: How Congress Ensures Private Prison Profit with an Immigrant Detention Quota, Grassroots Leadership, April 2015, <http://grassrootsleadership.org/reports/payoff-how-congress-ensures-private-prison-profit-immigrant-detention-quota#1> and "What Do Millions in Lobbying Money Buy? Five Congresspeople in the Pocket of the Private Prison Industry," *The Nation*, 2/27/13, <http://www.thenation.com/article/what-does-millions-lobbying-money-buy-five-congresspeople-pocket-private-prison-indus/> taxpayers billion per year

⁵ <http://investigate.afsc.org/company/g4s-plc>

WHEREAS, the Detention Bed Quota established by the Department of Homeland Security Appropriations Act of 2010: requires Immigration and Customs Enforcement (ICE) to detain at least 34,000 people in immigration detention at any given time, and immigration detention is the fastest-growing component of the U.S. system of mass incarceration, costing taxpayers \$2.2 billion per year;⁶ and

WHEREAS, H.R.2808, “Protecting Taxpayers and Communities from Local Detention Quotas Act,” introduced on 06/17/2015, would prohibit U.S. Immigration and Customs Enforcement from negotiating a contract with a private detention company that contains any provision relating to a guaranteed minimum number of immigration detention beds at any specific facility;⁷ and

WHEREAS, H.R.3543 and SB 2054, the Justice Is Not For Sale Act of 2015, introduced in Congress in September 2015 sponsored by Representative Barbara Lee and 30 others, would bar the federal, state, and local governments from contracting with private entities to provide and/or operate private prisons;⁸ and

WHEREAS, people of color are greatly over-represented in US prisons, particularly young people of color, and at even higher rates in private prisons;⁹ and

WHEREAS, Berkeley Ecology Center Recycling Director Daniel Maher testified about his detention by ICE agents and his incarceration in five privately owned detention centers in California, indicating that the facilities appeared to be fee-driven rather than focused on the well being of the detainees, and that he was denied medical attention, bed linen, and access to a phone to notify his family of his whereabouts;¹⁰ and

⁶ “Payoff: How Congress Ensures Private Prison Profit with an Immigrant Detention Quota” <http://grassrootsleadership.org/reports/payoff-how-congress-ensures-private-prison-profit-immigrant-detention-quota>

⁷ <https://www.congress.gov/bill/114th-congress/house-bill/2808>

⁸ <https://www.congress.gov/bill/114th-congress/house-bill/3543> and <https://www.congress.gov/bill/114th-congress/senate-bill/2054/text>
S.2054 - Justice is Not For Sale Act of 2015 114th Congress (2015-2016)

⁹ “Why For-Profit Prisons House More Inmates Of Color” : www.npr.org/.../03/.../why-for-profit-prisons-house-more-inmates-of-color
and “Why There's an Even Larger Racial Disparity in Private Prisons Than in Public Ones” By *Katie Rose Quandt*, Mon Feb. 17, 2014, www.motherjones.com/.../even-larger-racial-disparity-private-prisons-public-prisons
Feb 17, 2014 ... Once sentenced, people of color are more likely than their white counterparts to serve time in private prisons

¹⁰ Article published in BERKELEY TIMES (Vol. 5, No. 20, August 27, 2015),

holding facility in Adelanto, California—after being swept up in a raid of Chinese immigrants, Maher spent weeks awaiting deportation in a private holding facility in Adelanto, California, and found himself among hardened felons and murderers in a dorm-like environment that was often violent. He says his medications were withheld from him for the first month, resulting in some discomfort, and that even phone privileges were denied initially, making communications nearly impossible.

WHEREAS, the growing movement against private prisons has impelled large shareholders to divest from private prisons, including The California Endowment, Columbia University, the Sacramento, South Bay and San Mateo Central Labor Councils, the United Federation of Teachers, the United Methodist General Board of Pension & Health Benefits, the General Assembly of the Presbyterian Church, and, in December, 2015, the University of California agreed to sell private prison investments by January 2016;¹¹ and

WHEREAS, the City of Berkeley has a history of divesting from institutions and products that conflict with the values of sustainability, equality, and ethics, such as nuclear weapons, gun manufacturers, tobacco companies, and fossil fuel companies;¹² and

WHEREAS, private prisons are supported by so-called “million shares club” investors, those entities which own over one million shares in CCA or GEO Group, through investments, extensions of credit, and sharing lobbyists to promote a shared agenda;¹³ and

WHEREAS, Wells Fargo is a major lender to and investor in private prisons, as of the second quarter of 2015 owning nearly 1.5 million shares in CCA and GEO Group;¹⁴ and

WHEREAS, the City of Berkeley contracts with Wells Fargo for its banking services;¹⁵

www.bhsjacket.com/story.php?id=2841 Daniel Maher, director of recycling at the Ecology Center, was arrested on June 2 and was held under threat of deportation for over two months. And

<http://www.dailycal.org/2015/07/05/berkeley-nonprofit-program-director-daniel-maher-faces-deportation/>

¹¹ <http://www.sfgate.com/news/article/UC-to-dump-private-prison-investments-by-January-6716068.php>
 “UC Divests from Private Prisons After Black Students Protest”: www.takepart.com/article/2015/12/28/uc-divests
 and <http://enlaceintl.org/#!/victories/clx69>

¹² [http://www.ci.berkeley.ca.us/uploadedFiles/Planning_and_Development/Level_3_-_Energy_and_Sustainable_Development/16,109606%20Investment%20\(divestment\)%20policy.pdf](http://www.ci.berkeley.ca.us/uploadedFiles/Planning_and_Development/Level_3_-_Energy_and_Sustainable_Development/16,109606%20Investment%20(divestment)%20policy.pdf) PAGE 2, “Responsible Investing”

¹³ www.enlaceintl.org/#!/million-shares-club/cveb

¹⁴ Wells Fargo Bankrolls Private Prison Companies, Immigrant Detention
 published in Prison Legal News November, 2014, page 32: www.prisonlegalnews.org/news/2014/nov/8/wells-fargo-bankrolls-private-prison-companies-immigrant-detention/

¹⁵ http://www.ci.berkeley.ca.us/uploadedFiles/Rent_Stabilization_Board/Level_3_-_General/7.a.8._Council%20item_Wells%20Fargo%20Bank%20for%20Banking%20Svcs..pdf
 Contract: Wells Fargo Bank for Banking Services Recommendation: Adopt a Resolution authorizing the City Manager to execute a four-year contract with Wells Fargo Bank to provide a comprehensive range of banking services to the City for the period of June 1, 2013 through May 3, 2017, in an amount not to exceed \$4,142,000, with an option for two 3-year extensions for a total of ten (10) years contract amount not to exceed \$10,356,000.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Berkeley directs the City Manager to create a portfolio screen preventing any future investments in private prison corporations including GEO Group, Corrections Corporation of America, and G4S and their major investors and private contractors in public prisons; and

BE IT FURTHER RESOLVED, that the Council directs the City Clerk to send a letter to Wells Fargo and any other financial or investment companies with which the City of Berkeley does business and that appear on the attached "Million Shares Club" list, requesting their immediate divestment from private prison corporations GEO Group, Corrections Corporation of America, and G4S; and, if this request is not satisfied within six months, Council directs that existing investments be redirected as soon as is feasible to other investment companies; and

BE IT FURTHER RESOLVED, that any and all persons acting on behalf of City of Berkeley investment activity be required to enforce the provisions of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall be binding City policy and shall be in full force and effect after adoption by City Council; and

BE IT FURTHER RESOLVED, that the City Council urges Senators Boxer and Feinstein and all members of the U.S. Senate Appropriations Committee to halt all funding for contracts with private prison companies and to co-sponsor the "Justice Is Not For Sale Act of 2015"; and

BE IT FURTHER RESOLVED, that copies of this resolution be sent to Representative Barbara Lee and Senators Barbara Boxer and Dianne Feinstein.

Senate Resolution 2015/2016-068**Senate Resolution No. 2015/2016-068*****Calling on the City of Berkeley to divest from Private Prisons*****Primary Sponsor**

Boomer Vicente (ASUC Senator)

Cosponsors

George Lippman (Chair of the Peace and Justice Commission), Alex Mabanta (Vice Chair of the Peace and Justice Commission), Jerry Javier (Commissioner, Police Review Commission), Manuel Amial (Vice Chair of Political Affairs, Raza Cabinet), Alana Banks (Senator, ASUC), Wes Adrianson (ASUC Senator), Rigel Robinson (VP, Cal Berkeley Democrats)

WHEREAS, since 1991, the rate of violent crime in the United States has fallen by about 20 percent, while the number of people in prison in jail has risen by 50 percent¹; and

WHEREAS, The prison industrial complex has become a \$70 billion industry in the last few decades; and

WHEREAS, since 1980, higher education has decreased by 13 percent in inflation adjusted dollars, whereas, the spending on California's prisons and associated correctional programs has skyrocketed by 436 percent²; and

WHEREAS, over the past three decades, the numbers of inmates in California facilities has increased eight times faster than the size of the overall population; and

WHEREAS, nearly 40% of those incarcerated in the United States are Black and nearly 16% of those incarcerated are Latinx/Xicanx;³ and

WHEREAS, California spend \$62,300 a year to keep one inmate in prison, and just \$9,100 per year per student in our public schools, according to the California Budget

Project⁴; and

¹<http://www.prisonpolicy.org/graphs/statepopulations.html> ²
http://www.huffingtonpost.com/2012/09/06/california-prisons-colleges_n_1863101.html

³ <http://www.historyisaweapon.com/defcon1/davisprison.html> ⁴
<http://tcenews.calendow.org/blog/do-the-math:-schools-vs-prisons>

WHEREAS, California has built 22 prisons but just one University of California campus since the 1980s, and spend \$10 billion a year on our prison system⁵; and

WHEREAS, ASUC and the University of California system has previously engaged in divestment from private, for-profit prisons with the passing of ASUC Bill SB 100 in 2013 and the selling of approximately \$25 million worth of investments in 2015; and

WHEREAS, the ASUC in the ASUC Bill SB 100 in 2013 amended Title III, Article X: Investments Committee to identify all assets belonging to the ASUC and the UC Berkeley campus at large, currently invested in companies profiting from the prison industrial complex and propose alternative investment strategies for the ASUC and campus; and

WHEREAS, the Afrikan Black Coalition was created in 2003 by Black students within the University of California who found the low admittance and retention rates of Black students intolerable⁶; and

WHEREAS, the Afrikan Black Coalition successfully pressured the University of California System to divest \$25 million from private prisons, and will no longer hold any shares in private prisons corporation⁷; and

WHEREAS, the University of California realized that investments in these corporations are financially unsustainable and now stands as the first public education institution to denounce the private prison industry⁸; and

WHEREAS, the Peace and Justice Commission advised the City Council on all matters relating to the City of Berkeley's role in issues of peace and social justice (Berkeley Municipal Code Chapter 3.68.070); and

WHEREAS, it is the mandate of the Peace and Justice Commission to assist the Director of Finance in the annual evaluation of financial institutions for qualification of City investments; encourage target investments; coordinate with City agencies, appropriate community organizations, public and private investors; and advise the City Council on matters relating to the responsible investment of public funds in accordance with the responsible investment policy established by Resolution No. 55,141A-NS⁹; and

WHEREAS, according to a 2011 ACLU study 'Banking on Bondage', incarceration is at record levels in the United State, draining the resources of governments, communities, and taxpayers; while the private prison industry, which now holds 16% of U.S. prisoners

and 6% of prisoners in

⁵ <http://tcenews.calendow.org/blog/do-the-math:-schools-vs-prisons> ⁶

<http://afrikanblackcoalition.org/about/> ⁷

<http://afrikanblackcoalition.org/2015/12/18/afrikan-black-coalition-accomplishes-uc-prison-divestment/> ⁸

<http://afrikanblackcoalition.org/2015/12/18/afrikan-black-coalition-accomplishes-uc-prison-divestment/>

⁹ h

<http://www.codepublishing.com/CA/Berkeley/html/Berkeley03/Berkeley0368/Berkeley0368070.html#3.68>

California, reaps lucrative rewards¹⁰; and

WHEREAS, private prisons have been linked to numerous cases of violence including sexual abuse, beatings, turning a blind eye to gang violence among inmates, denying of food and medical attention and atrocious conditions¹¹; and

WHEREAS, the two largest for-profit prison companies in the United States, Corrections Corporation of America and GEO Group have lobbied Congress heavily for “Immigrant Detention Quotas” and as a result have seen their revenue and market share soar;¹² and

WHEREAS, G 4S, which runs youth detention facilities across the U.S and transports detainees to Immigration and Customs Enforcement (ICE) detention facilities throughout the country, has been the target of divestment campaigns because of its inhumane practices¹³; and

WHEREAS, the American Friends Service Committee "Investigate names the following companies complicit in on-going human rights violations as part of the U.S. for-profit prison industry: Sodexo SA and Providence Services Corporation¹⁴; and

WHEREAS, private contractors who contract with public prisons and jails are also problematic; for example, nurses who work at the Alameda County Jail for privately contracted medical provider, Corizon Health, say poor conditions endanger inmates' lives¹⁵, and in February, 2016, a Federal lawsuit was filed against Alameda County and Corizon Health Inc. on behalf of the family of an inmate who died in the County Jail, charging that an inmate's death was caused by medical negligence¹⁶; and

¹⁰Banking on Bondage: Private Prisons and Mass Incarceration □.

<https://www.aclu.org/banking-bondage-ps> ¹¹ 2 “Are Private Prisons to Blame for Mass Incarceration and Its Evils? Prison Conditions, Neoliberalism, and Public Choice” by

Hadar Aviram, Fordham Urban Law Journal, January 1, 2015, <http://urbanlawjournal.com/are-private-prisons-to-blame-for-mass-incarceration-and-its-evils-prison-conditions-neoliberalism-and-public-choice-by-hadar-aviram/> and <https://www.aclu.org/issues/mass-incarceration/privatization-criminal-justice/private-prisons>

¹² Payoff: How Congress Ensures Private Prison Profit with an Immigrant Detention Quota, Grassroots Leadership, April 2015, grassrootsleadership.org and “What Does Millions in Lobbying Money Buy? Five Congresspeople in the Pocket of the Private Prison Industry,” *The Nation*, 2/27/13, <http://www.thenation.com/article/what-does-millions-lobbying-money-buy-five-congresspeople-pocket-private-prison-industry/> taxpayers \$2.2 billion per year

¹³ [p://investigate.afsc.org/company/q4s-plc](http://investigate.afsc.org/company/q4s-plc)

¹⁴ www.aafscinvestigate.org ¹⁵ 2 Investigates: “Jail Nurses say poor conditions endanger inmates' lives” By: [Simone Aponte](#), Feb 8, 2016, www.ktvu.com/2-investigates/8671902-story, and “Questions surround jail contractor’s donations to Sheriff’s campaign: www.ktvu.com/news/2-investigates/16039278-story

¹⁶ “Family sues Alameda County over asthmatic inmate’s death in jail”, <http://www.sfgate.com/bayarea/article/Family-of-Alameda-County-inmate-who-di>

Senate Resolution 2015/2016-068

Senate Resolution 2015/2016-068

WHEREAS, the Detention Bed Quota established by the Department of Homeland Security Appropriations Act of 2010: requires Immigration and Customs Enforcement (ICE) to detain at least 34,000 people in immigration detention at any given time, and immigration detention is the fastest-growing component of the U.S. system of mass incarceration, costing taxpayers \$2.2 billion per year¹⁷; and

WHEREAS, H.R.2808, “Protecting Taxpayers and Communities from Local Detention Quotas Act,” introduced on 06/17/2015, would prohibit U.S. Immigration and Customs Enforcement from negotiating a contract with a private detention company that contains any provision relating to a guaranteed minimum number of immigration detention beds at any specific facility¹⁸; and

WHEREAS, H.R.3543 and SB 2054, the Justice Is Not For Sale Act of 2015, introduced in Congress in September, 2015 sponsored by Representative Barbara Lee and 30 others, would bar the federal, state, and local governments from contracting with private

entities to provide and/or operate private prisons¹⁹; and

WHEREAS, people of color are greatly overrepresented in U.S. prisons, particularly young people of color, and at even higher rates in private prisons²⁰; and

WHEREAS, Berkeley Ecology Center Recycling Director Daniel Maher, provided direct personal testimony at a Berkeley Peace and Justice Commission meeting about his 2015 detention by ICE agents and his incarceration in five privately owned detention centers in California, indicating that the facilities appeared to be fee-driven rather than focused on the well being of the detainees, including and that he was denied medical attention, and bed linen, and access to a phone to notify his family of his whereabouts²¹; and

17 .

<http://grassrootsleadership.org/reports/payoff-how-congress-ensures-private-prison-profit-immigrant-detention-quot> a¹⁸ h
<https://www.congress.gov/bill/114th-congress/house-bill/2808>

¹⁹ h <https://www.congress.gov/bill/114th-congress/house-bill/3543> and S . 2054 - 114th Congress (2015-2016): Justice is...w
www.congress.gov/bill/114th-congress/senate-bill/2054

²⁰ “ Why For-Profit Prisons House More Inmates Of Color” :

www.npr.org/.../03/.../why-for-profit-prisons-house-more-inmates-of-color and “Why There's an Even Larger Racial Disparity in Private Prisons Than in Public Ones” By *Katie Rose Quandt* | , Mon Feb . 17 , 2014 , www.motherjones.com/.../even-larger-racial-disparity-private-prisons-public-prisons Feb 17, 2014 ... Once sentenced, people of color are more likely than their white counterparts to serve time in private prisons

²¹ Article published in BERKELEY TIMES (Vol. 5, No. 20, August 27, 2015),

[holding facility in Adelanto, California](#) — after being swept up in a raid of Chinese immigrants , Maher spent weeks awaiting deportation in a private [holding facility in Adelanto, California](#)— found himself among hardened felons and murderers in a dorm-like environment that was often violent. He says his medications were withheld from him for the first month, resulting in some discomfort. And that even phone privileges were denied initially, making communications nearly impossible.

WHEREAS, the growing movement against private prisons has impelled large shareholders to divest from private prisons; including The California Endowment, Columbia University, the Sacramento, South Bay and San Mateo Central Labor Councils, the United Federation of Teachers, the United Methodist General Board of Pension & Health Benefits, the General Assembly of the Presbyterian Church; California State University, Los Angeles, in December, 2015, the University of California agreed to sell private prison investments by December 31st, 2015, and on February 23rd, 2016, the City of Portland unanimously voted to divest \$40million in bonds from Wells Fargo for their involvement in private prisons²²; and

WHEREAS, the City of Berkeley has a history of divesting from institutions and products that conflict with the values of sustainability, equality, and ethics, such as South African apartheid, nuclear weapons, gun manufacturers and tobacco companies, and fossil fuel companies²³; and

WHEREAS, private prisons are supported by so-called “million shares club” investors, those entities which own over one million shares in CCA and GEO Group, through investments, extensions of credit, and sharing lobbyists to promote a shared agenda²⁴; and

WHEREAS, Wells Fargo is a major lender to and investor in private prisons, as of the second quarter of 2015 owning nearly 1.5 million shares in CCA and GEO Group, and Wells Fargo is also a major lender to CCA, the largest private prison company in the country, acting as the syndication agent and issuing lender on CCA’s \$900 million line of credit²⁵; and

www.bhsjacket.com/story.php?id=2841 □ □ aniel Maher, director of recycling at the Ecology Center, was arrested on June 2 and was held under threat of deportation for over two months. And

www.dailycal.org/2015/07/...daniel-maher-faces-deportation □ □

22 :

//www.sfgate.com/news/article/UC-to-dump-private-prison-investments-by-January-671”

8. [http php?cmpid=email-desktop](http://php?cmpid=email-desktop) “UC Divests from Private Prisons After Black Students Protest”: www.takepart.com/article/2015/12/28/uc-divests and [h](#)

<http://enlaceintl.org/#!victories/c1x69> CSULA:

[http://afrikanblackcoalition.org/2016/02/10/black-student-union-at-csula-accomplishes-historic-institutional-changes /](http://afrikanblackcoalition.org/2016/02/10/black-student-union-at-csula-accomplishes-historic-institutional-changes/) source for city of Portland: [h](#)

<http://afrikanblackcoalition.org/2016/02/23/wells-fargo-complicit-in-private-prison-industry-city-of-portland-committee-recommends-divestment/>

23

http://www.ci.berkeley.ca.us/uploadedFiles/Planning_and_Development/Level_3_-.pdf
PAGE 11,”Responsible Investing”

²⁴ <http://www.enlaceintl.org/#!million-shares-club/cveb>

²⁵ Wells Fargo Bank rolls Private Prison Companies, Immigrant Detention published in Prison Legal News November, 2014, page 32:

www.prisonlegalnews.org/news/2014/nov/8/wells-fargo-bankrolls-private-prison-companies-immigrant-detention/

Senate Resolution 2015/2016-068

WHEREAS, according to the City of Berkeley's quarterly investment report of March 31, 2014, the City has over \$6 million invested in Wells Fargo²⁶; and

THEREFORE BE IT RESOLVED, that ASUC approves of and supports the measure through which the City of Berkeley will demand divestment from investments funding private prison corporations; and

BE IT FURTHER RESOLVED, if the partnerships fail to cooperate with the demands of the Council, the Council will actively direct existing partnerships away from present and future investment in the privatized for-profit prison industrial complex; and

BE IT FURTHER RESOLVED, that the ASUC does not support the City of Berkeley investing in private prisons that further support the prison industrial complex, which harms and affects people of color; and

BE IT FURTHER RESOLVED, that ASUC will provide support with the Council if direct action is necessary.

http://afrikanblackcoalition.org/?attachment_id=2049

²⁶ [www.cityofberkeley.info/.../City.../2014-06-: 2014-06-03 Item 37 Investment Report-1.pdf](http://www.cityofberkeley.info/.../City.../2014-06-:2014-06-03Item37InvestmentReport-1.pdf) • a \$137.7 million income tax benefit

May 29, 2012 ... Community Investment and Responsible banking language and selection Currently the City has a banking service contract with Wells Fargo ... www.ci.berkeley.ca.us/.../2012-05-29_Item_44b_Banking_Services_Request_for_Proposal.pdf



New Sanctuary Coalition

Keeping families together and advocating against deportations

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MOMA DIVEST - FULL STATEMENT



We denounce MoMA's connections to mass incarceration, global dispossession and climate catastrophe, and demand that MoMA's Board member Larry Fink, CEO of BlackRock, divest from prison companies, the war machine and the destruction of the global environment. Stopping the global cycles of dispossession, displacement and detention, and reinvesting in the basic necessities of food, shelter, health and freedom are the best ways to ensure that communities worldwide thrive.

MoMA Board member and CEO of BlackRock, Larry Fink, is the 2nd largest shareholder of prison companies, GEO Group and Core Civic. With over \$2 billion in contracts with Immigration and Customs Enforcement (I.C.E.), these companies have been responsible for 70% of all immigration detention including children and families jailed at the border as well as in the interior. Prison companies are a part of the racist state-sanctioned carceral system of the U.S., which has made the country the largest jailer in the world, placing a massively disproportionate number of black and brown people behind bars.

BlackRock also owns billions of dollars in shares of weapons manufacturers. The company has more money invested in the fossil fuel and agribusiness industries – the biggest drivers of climate change – than any other company in the world. Despite their severe threat to the planet, BlackRock continues to invest in tar sands, coal, Arctic oil, Amazon crude, and rainforest destruction.

We demand that MoMA board member Larry Fink begin by divesting all assets from GEO Group and Core Civic.

Divestment is possible. New York City's pension fund has divested! Even JP Morgan, Bank of America and Wells Fargo have agreed to cut loans to these companies.

Larry Fink has stated that he wants to hold companies accountable for being “responsible corporate citizens.” This can be achieved by removing funds from prison slavery and supporting campaigns such as [No New Jails](#)' push to close Rikers and block the promotion of new borough-based cages. MoMA has spent over half a billion dollars to remake its image and its building in midtown Manhattan. We suggest instead that funds be redistributed towards alternative models of well-being, community-based creativity, sanctuary, land restitution/defense for indigenous peoples, and the material improvement of dispossessed communities worldwide.

MoMA's director Glenn Lowry has said that the renovations will help us “explore the ideas that shape our world and find inspiration in the art of our time.” Indeed, this is the time and these are the moments that define us as individuals and as a society. MoMA can choose to be defined by its silence over mass incarceration, climate change and global dispossession. We choose not to.

Again, we demand that Larry Fink and the MOMA board divest their funds from prison companies. We demand that Larry Fink & all MoMA board members disclose any & all additional prison slavery-involved investments. We ask that they meet with concerned artists, community leaders, immigrant rights organizations, and detainees to hear the real story about the shares they own and how these funds should be redistributed.

If you have any questions, feel free to reach out to MOMAdivest@gmail.com.

Signatories:



Kemi Ilesanmi
Omar Berrada, writer & curator
tania bruguera
Caron Atlas

Julia, Chang, MOCA
Monica Johnson
Dorian Mckaie
Hal Foster, Princeton University
Jessi Olsen, ALL ARTS/Resistance Revival Chorus
Andrea Fraser, artist
CAITLIN BAUCOM, artist and ex MoMA employee
Sandra Skurvida
Eva, Yaa Asantewaa, InfiniteBody
Anne Hamburger, En Garde Arts
Pearl Bhatnagar, Freedom Cities
Hannah Joo, Coordinator of Justice, Equity, and
Inclusion Initiatives at Dance/NYC
Miriam Ticktin, The New School
Sophia Garcia
Amanda Pajak, American Federation of Arts
Michelle, Castaneda, Brown University
Kelsey S Brewer, Brooklyn-based artist
Chloë Bass, Artist
hito steyerl
Gregory Sholette Gulf Labor Coalition
Mika Rottenberg
Paula Chakravartty, Associate Professor, NYU
Arang Keshavarzian, New York University
Dinti Desai, New York University

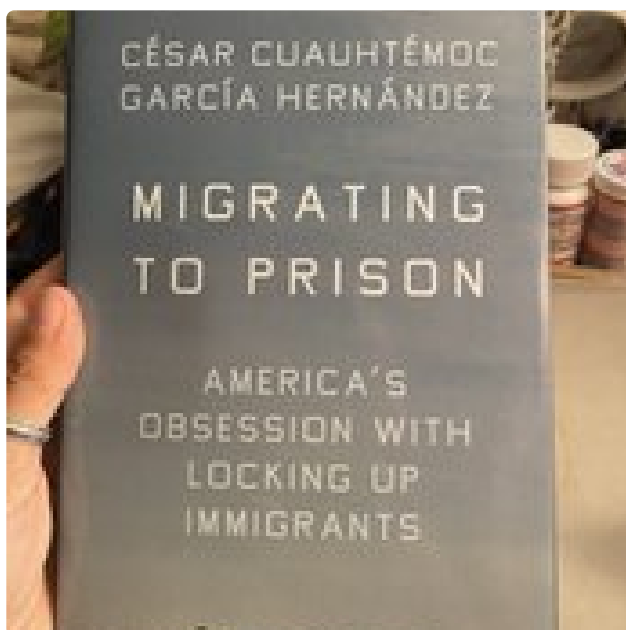
Tweets by @NewSanctuaryNYC

New Sanctuary Coalition Retweeted



Adriana Carolina
@meparecetenaz

I ordered [#MigratingToPrison](#) after a few hot takes from friends, & a stellar review by [@ImmCivilRights](#). I got it today, flipped to pg. 1 for a sneak peek. BAD IDEA, as I could not stop, and now I'm in shambles. THANKS [@crimmigration](#) for putting Diego's story front & center. 1/



10h

New Sanctuary Coalition Retweeted



#FreeLiyah
@nathan__yaffe

there's no sex work decriminalization until we eliminate the section of the immigration law that provides for removing or preventing the entry of someone solely for having done sex work at any time in the last ten (10!!) years

52m

[Embed](#)[View on Twitter](#)

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Email address

JOIN

New Sanctuary Coalition

239 Thompson St.

New York, NY 10012

646-395-2925

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Sylvia Ballin

Date: February 18, 2020

Subject: Discussion Regarding Celebrating the 100-Year Anniversary of Women's Right to Vote

RECOMMENDATION:

I would like to recommend various proposals to celebrate the 100-year anniversary of women's right to vote.

BACKGROUND/ANALYSIS:

California's women's suffrage campaign inspired other states to join the movement. Nearly a decade after women won the right to vote in California, women were granted this right in all states at the federal level with the passage and ratification of the 19th Amendment to the United States Constitution on August 26, 1920.

BUDGET IMPACT:

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

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Sylvia Ballin

Date: February 18, 2020

Subject: Discussion Regarding the Formation of an Ad Hoc Committee Pertaining to City Murals

RECOMMENDATION:

I would like to recommend that the City Council appoint Councilmembers Gonzales and Mendoza to a Mural Ad Hoc Committee to study and propose recommendations regarding murals in the city.

BUDGET IMPACT:

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

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Sylvia Ballin

Date: February 18, 2020

Subject: Discussion Regarding a Greater Los Angeles County Vector Control District Board Member Stipend

RECOMMENDATION:

I have placed this on the agenda for City Council discussion and recommend that the representative on the Greater Los Angeles County Vector Control District receive \$100 for up to one meeting per month he/she attends in Santa Fe Springs.

STAFF NOTE: Greater Los Angeles County Vector Control District currently pays a stipend of \$100 per month to appointees to cover travel expenses.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. If approved, staff will report back with a budget resolution for City Council adoption.