



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA

MARCH 2, 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 Interim Director of Public Works Martin Pastucha

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.

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.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – March 2, 2020**Page 2 of 4

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. **NOVEMBER 16, 2015 – REGULAR MEETING**
- b. **APRIL 18, 2016 – REGULAR MEETING**
- c. **MAY 7, 2018 – REGULAR MEETING**
- d. **MAY 21, 2018 – REGULAR MEETING**
- e. **AUGUST 6, 2018 – REGULAR MEETING**
- f. **DECEMBER 3, 2018 – REGULAR MEETING**
- g. **FEBRUARY 3, 2020 – SPECIAL MEETING**
- h. **FEBRUARY 18, 2020 – REGULAR MEETING**

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 20-031 approving the Warrant Register.

3) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO VINCOR CONSTRUCTION INC., FOR THE LAS PALMAS PARK BANQUET ROOM AND LOBBY RENOVATION PROJECT

Recommend that the City Council:

- a. Waive the formal bid requirements and award a Professional Services Agreement (Contract No. 1944) to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation Project in an amount not-to-exceed \$110,653;
- b. Authorize the City Manager to approve change orders in an amount not-to-exceed \$12,120 to cover unforeseen issues related to the renovation project or include additional items in the scope of work;
- c. Adopt Resolution No. 7987 to increase the revenue and expenditures of Fiscal Year 2019-2020 Grant Fund 010 Capital Projects to \$122,773; and
- d. Authorize the City Manager to execute the Agreement and all related documents.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – March 2, 2020**Page 3 of 4

4) CONSIDERATION TO AUTHORIZE THE ACCEPTANCE OF FUNDS FROM THE STATE OF CALIFORNIA FOR THE SCHOOL RESOURCE OFFICER PROGRAM

Recommend that the City Council:

- a. Approve acceptance of funds from the State of California in the amount of \$360,000 for the School Resource Officer Program;
- b. Approve Resolution No. 7986 amending the Fiscal Year 2019-2020 Adopted Budget to appropriate fund revenues and expenses;
- c. Authorize the Police Chief to implement a School Resource Officer Program with the allotted funds; and
- d. Authorize the City Manager to execute all related documents.

5) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY BUDGET TO INCLUDE A STIPEND FOR THE CITY'S REPRESENTATIVE TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Recommend that the City Council adopt Resolution No. 7991 amending the Fiscal Year 2019-2020 Adopted Budget appropriating funds to cover a monthly stipend for the City's representative to attend meetings for the Greater Los Angeles County Vector Control District.

ADMINISTRATIVE REPORTS**6) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JONES HALL TO PROVIDE LEGAL SERVICES RELATED TO THE ISSUANCE OF PENSION OBLIGATION BONDS**

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1945) with Jones Hall to provide legal services related to the issuance of Pension Obligation Bonds (POBs), including, but not limited to, preparing and filing validation proceedings, serving as Bond Counsel, and serving as Disclosure Counsel for a total not-to-exceed amount of \$82,500;
- b. Approve Resolution No. 7990 appropriating \$100,000 in Professional Services in the Retirement Fund to pay for costs associated with preparing to issue a POB; and

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – March 2, 2020**

Page 4 of 4

- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

7) METRO UPDATE REGARDING THE EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR PROJECT

This item was placed on the agenda by Mayor Joel Fajardo.

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.

Cynthia Alba

Deputy City Clerk/Management Analyst

Signed and Posted: February 27, 2020 (4:00 p.m.)

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

Regular Meeting

San Fernando City Council

*This Page
Intentionally
Left Blank*

1a

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 16, 2015 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:01 p.m.

Present:

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

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

PLEDGE OF ALLEGIANCE

Led by Police Explorer Michael Hernández and Mayor Fajardo called for a moment of silence for the Paris attack victims.

APPROVAL OF AGENDA

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

PRESENTATIONS

The following presentations were made:

- a) CHILI FESTIVAL – CERTIFICATES OF RECOGNITION
- b) DISCOVERY CUBE L.A. ECO CHALLENGE EDUCATION PROGRAM PARTNERSHIP
- c) SAN FERNANDO BEAUTIFICATION PROJECT – RECOGNITION OF VOLUNTEERS

SAN FERNANDO CITY COUNCIL**MINUTES – November 16, 2015****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Tania Ragland, Republic Services, discussed upcoming events and programs in the City.

Christina Bernal discussed the removal of City Commissioners (should be left up to Councilmembers) and commented positively on the farmers market and multi-unit housing.

Connie Negrete spoke in opposition to Item No. 6.

Julie Cuellar discussed the need to address homelessness in the City.

Mary Mendoza spoke positively regarding the moratorium on apartment units, discussed trees that were chopped down, and asked about Christmas lights in the mall.

City Clerk Chávez read two letters into the record from Pilar Enriquez in opposition to the SFPD and City Manager salary increases, and from Scott Garig who offered suggestions about working with the film industry.

CONSENT CALENDAR

Mayor Fajardo announced that Item Nos. 5 and 6 would be pulled for further discussion.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to approve the remaining Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF OCTOBER 19, 2015 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NOS. 15-111 AND 15-112 APPROVING THE WARRANT REGISTERS OF NOVEMBER 2, 2015 AND NOVEMBER 16, 2015, RESPECTIVELY
- 3) CONSIDERATION TO ADOPT PUBLIC EMPLOYEE RETIREMENT SYSTEM RESOLUTIONS IMPLEMENTING PROVISIONS OF THE CURRENT MEMORANDUM OF UNDERSTANDINGS WITH THE CITY'S BARGAINING UNITS
- 4) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH DELL FOR THE PURCHASE OF SOFTWARE FOR THE NETWORK SERVER UPGRADE PROJECT
- 7) CONSIDERATION TO APPROVE AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) RELATED TO COMMUNITY SUSTAINABLE TRANSPORTATION PLANNING GRANT

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – November 16, 2015****Page 3****Items Removed for Further Discussion****5) CONSIDERATION AND APPROVAL OF A FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT**

Councilmember Soto opposed offering the City Manager a one-year severance pay, discussed Mr. Saeki's failure to address the City's sewer and water issues, talked about a breakdown in parity of pay with public employees, addressed the erroneous removal of trees, and wasteful spending.

Councilmember Lopez disagreed with Councilmember Soto's comments and noted the City Manager follows Council direction.

Vice Mayor Ballin spoke in support of the City Manager and all City staff.

Deputy City Attorney Padilla discussed specific changes to the contract, resulting from Closed Session discussions.

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to approve the First Amendment (Contract No. 1737(a)) to the City Manager Employment Agreement, as presented and discussed.

The motion carried with the following vote:

AYES: Ballin, Fajardo, Gonzales, Lopez – 4
NOE: Soto – 1

6) CONSIDERATION AND APPROVAL OF CITY CLERK JOB SPECIFICATION AND EMPLOYMENT AGREEMENT

Deputy City Attorney Padilla discussed specific corrections to the contract.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales to adopt Resolution No. 7712 approving a revised job specification for the position of City Clerk, and approve an Employment Agreement with the City Clerk (Contract No. 1804).

The motion carried with the following vote:

AYES: Ballin, Fajardo, Gonzales, Lopez – 4
ABSTAIN: Soto – 1

ADMINISTRATIVE REPORTS

Mayor Fajardo announced that the following item was moved up on the agenda.

SAN FERNANDO CITY COUNCIL**MINUTES – November 16, 2015****Page 4****15) CONSIDERATION TO SUBMIT AN APPLICATION FOR THE FOOD INSECURITY NUTRITION INCENTIVE GRANT PROGRAM AND POTENTIAL IMPLEMENTATION OF A FARMER'S MARKET**

A representative from the California Center for Public Advocacy gave a presentation.

Discussion followed regarding community benefits implementing a farmers market in the City, management of the grant application process, offering incentives to retailers, inclusion of a community education program, staffing, the possibility of moving forward with other programs (i.e. corner markets) and postponing implementation of a farmers market, and promoting and marketing efforts.

Motion by Mayor Fajardo, seconded by Councilmember Lopez to proceed with the application provided that focus in year one will be on corner markets, and in subsequent years on a farmers market. By consensus, the motion carried.

Mayor Fajardo announced that the following item was moved up on the agenda.

14) DISCUSSION REGARDING A REQUEST FOR A MORATORIUM ON ANY MULTI-UNIT HOUSING OF FOUR UNITS OR MORE

Deputy City Attorney Padilla and City Manager Saeki made brief presentations.

Discussion ensued amongst Councilmembers and staff.

Vice Mayor Ballin stated that more information (fact gathering) was required of staff to allow Council to make an informed decision.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to move the agenda item forward, have staff prepare a moratorium on any multi-unit housing (four units or more) and bring back an urgency ordinance.

The motion carried with the following vote:

AYES:	Ballin, Fajardo, Gonzales, Lopez – 4
NOES:	Soto – 1

Mayor Fajardo announced that the following item was moved up on the agenda.

13) PHOTOGRAPHY AND FILM PRODUCTION PERMIT ANALYSIS

Public Works Administrative Analyst Kenneth Jones gave the staff report.

Discussion ensued and Councilmembers provided feedback regarding allowing small business owners to charge productions companies, directly, for filming on their property, the need for increased communication between parties, considering employees of the film industry who are

SAN FERNANDO CITY COUNCIL**MINUTES – November 16, 2015****Page 5**

residents of San Fernando, the need to assess City fees and review processes and meeting with mall merchants to hear their concerns.

Vice Mayor Ballin asked staff to prepare a new process including a fee schedule and contingency plans if merchants refuse to sign the agreement, considering also including signage and impacts to parking.

Ensuing discussion pertained to the possibility of compensating businesses for potential losses and the need to follow industry standards.

Direction as stated by Vice Mayor Ballin was approved by consensus.

PUBLIC HEARING

8) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE ISSUANCE OF CERTIFICATES OF PARTICIPATION TO FINANCE CERTAIN STREET IMPROVEMENT PROJECTS AND TO APPROVE THE EXECUTION OF NECESSARY FINANCING DOCUMENTS

Finance Director Kimball gave a brief staff report and replied to questions from Councilmembers.

Discussion followed regarding related costs, how the program works, availability of Measure R funds for street improvements, interest rates, and maintaining flexibility in terms of the amount to be borrowed.

Mayor Fajardo opened the Public Hearing and called for public testimony; there were no public comments.

By consensus, the Public Hearing was closed.

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

- a. Adopt Resolution No. 7705 approving the execution and delivery of California Communities Transportation Revenue Certificates of Participation, Series 2016 pursuant to a Trust Agreement, authorizing the execution and delivery of a Trust Agreement, Certificate Purchase Agreement and Installment Sale Agreement, authorizing the distribution of an Official Statement in connection with the offering and sale of such Certificates, and authorizing the filing of a validation action and other matters relating thereto; and
- b. Authorize the City Manager to execute all related documents.

The motion carried with the following vote:

SAN FERNANDO CITY COUNCIL**MINUTES – November 16, 2015****Page 6**

AYES: Ballin, Fajardo, Gonzales, Lopez, Soto – 5

NOES: None

- 9) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE EXTENDING AN INTERIM MORATORIUM ON THE ESTABLISHMENT OR EXPANSION OF DENTAL OR MEDICAL CLINICS THROUGH OCTOBER 17, 2016

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

Discussion followed regarding allowing additional time for staff to do their due diligence and develop additional solutions, impacts to traffic and parking, rationale for the urgency ordinance, reasons for the original moratorium and addressing existing ambiguities in the code.

Mayor Fajardo opened the Public Hearing and called for public testimony; there were no public comments.

By consensus, the Public Hearing was closed.

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to waive full reading and adopt Urgency Ordinance No. U-1647 by title, “An Urgency Ordinance of the City Council of the City of San Fernando Extending an Interim Moratorium on the Establishment or Expansion of Dental or Medical Clinics Through October 17, 2016”, and waive further reading.

The motion carried with the following vote:

AYES: Ballin, Fajardo, Gonzales, Lopez – 4

NOES: None

ABSTAIN: Soto – 1

ADMINISTRATIVE REPORTS (CONTINUED)

- 10) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING THE CITY CODE REGARDING THE APPOINTMENT, REMOVAL, AND RULES OF DECORUM FOR CITY COMMISSIONERS

Mayor Fajardo read the title of the ordinance and Deputy City Attorney Padilla gave the staff report.

Discussion followed regarding avoiding regulations that threaten freedom of speech and the need to have rules of decorum as elected officials and representatives of the City.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to introduce for first reading, in title only, and waive further reading of Ordinance No. 1648, “An Ordinance of the City Council of the City of San Fernando Amending Division I (Generally) of Article V (Boards,

SAN FERNANDO CITY COUNCIL**MINUTES – November 16, 2015****Page 7**

Commissions, Committees, Agencies, and Authorities) of Chapter 2 (Administration) Regarding the Appointment, Removal, and Rules of Decorum for City Commissioners.

The motion carried with the following vote:

AYES: Ballin, Fajardo, Gonzales, Lopez – 4
NOES: Soto – 1

11) CITY COUNCIL PRIORITIES UPDATE

City Manager Saeki presented an update of City Council priorities and discussion followed regarding the need to avoid adding priorities unless items are completed, and additional staff is considered.

By consensus, the report was received and filed.

12) CONSIDERATION TO APPROVE A FUNDING AGREEMENT FOR A COUNTYWIDE PARK NEEDS ASSESSMENT

Recreation and Community Service Director Ismael Aguila presented a brief report.

Discussion followed regarding the importance of community engagement and being transparent.

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

- a. Authorize the City Manager to execute Funding Agreement No. 1803 with the County of Los Angeles to secure “Engagement Funds” for conducting one community engagement meeting; and
- b. Authorize the City Manager to allocate City staff time to begin plans for implementing the community engagement meeting in the City of San Fernando related to the Countywide Parks Needs Assessment.

By consensus, the motion carried.

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Gonzales reported he is in charge of membership dues for Independent Cities Association, discussed a recent Educational Luncheon Series on homelessness and summarized discussions at a recent Library Commission meeting.

Councilmember Lopez provided a summary of discussions at a recent Metro Service Council meeting and addressed upcoming programs.

Vice Mayor Ballin provided an update on a recent Metropolitan Water District Board meeting.

SAN FERNANDO CITY COUNCIL**MINUTES – November 16, 2015****Page 8**

Mayor Fajardo discussed updates on the High Speed Rail project and addressed the opening of a new business in the City.

GENERAL COUNCIL COMMENTS

Councilmember Soto requested an explanation of why the palm trees were removed and a proposal for replacing them, and suggested the City place lights and decorations throughout the City in preparation for the upcoming holidays.

Councilmember Gonzales expressed pride in the City and talked about positive efforts being made, discussed a recent SCAG meeting, and noted rushing out of a previous Council meeting because of the imminent passing of his father.

Councilmember Lopez discussed public transportation available in the City, noted upcoming opportunities to improve that system and thanked staff for their hard work.

Vice Mayor Ballin thanked City staff for their hard work.

Mayor Fajardo commented positively on the meeting, thanked City staff for their hard work, and wished everyone Happy Holidays.

STAFF COMMUNICATION

City Manager Saeki thanked Council for its support of his contract.

Police Chief Anthony Vairo announced upcoming programs and events.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to adjourn the meeting in memory of Ziggy Hernandez. By consensus, the motion carried.

ADJOURNMENT (9:29 P.M.)

Motion by Councilmember Gonzales, seconded by Councilmember Soto, to close the meeting in memory of Ziggy Hernandez. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 16, 2015, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

1b

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 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 6:04 p.m.

Present:

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

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

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer Anderson Valera

APPROVAL OF AGENDA

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

PRESENTATIONS

The following presentations were made:

- a) DMV/DONATE LIFE CALIFORNIA MONTH - APRIL
- b) PRESENTATION TO HILDA CASAS FOR HER SERVICE TO THE CITY AND THE SAN FERNANDO LIBRARY

SAN FERNANDO CITY COUNCIL**MINUTES – April 18, 2016****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Dee Akemon discussed traffic problems related to the Los Angeles Unified School District on the northeast corner of the City.

Michael Remenih alleged muckraking by Councilmember Soto and stated he has cost the City more than \$43,000 because of his illegal and unethical activities.

Dave Di Pinto, Shadow Hills, thanked the City for partnering with them against the threat of high-speed rail and commended the City Council for raising awareness.

Tom Ross, San Fernando Downtown Association, referenced Item No. 8 and urged Council to consider a similar ordinance for the enforcement of trash payments due by businesses, as there is a problem with delinquency and business licenses.

Margarita Cervacio said she was representing over 100 parents of students at Vista del Valle Elementary School and asked that the City remove the red curb on Eighth Street to avoid potential accidents.

Mary Mendoza submitted a letter from the San Fernando Community Coalition in support of Item No. 5.

Steve Bravo thanked Councilmember Soto for his newsletter informing residents of the J.C. Penney situation, commented positively on the recent high-speed rail meeting in Anaheim, and recommended using apprentices from Local 300 to help repair City streets.

Maria Santos, representing parents of students at Vista del Valle Elementary School, urged the City Council to remove the red curb on Eighth Street to avoid potential accidents.

Jacqueline Elliot spoke in support of the request to remove the red curb on Eighth Street near Vista del Valle Elementary School.

Megan McGary spoke in support of the request to remove the red curb on Eighth Street near Vista del Valle Elementary School to increase pedestrian safety.

Ricardo Benitez, on behalf of Assemblywoman Patty Lopez, announced upcoming workshops and events.

Hermes Ayala, on behalf of Assemblywoman Patty Lopez, announced an upcoming earthquake-preparedness event at North Hollywood Park.

Lupita Camacho inquired regarding the status of Neighborhood Watch meetings for residents and business merchants, noting increased robberies and excess trash near her business.

Michelle Gujarro spoke in opposition to removing the red curb near Vista del Valle Elementary School and suggested students should walk to school.

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

Irwin Rosenberg, San Fernando Police Officers' Association, spoke in support to Item No. 5.

Eduardo Torres spoke in opposition to the development of high-density apartments in the City, discussed concerns regarding increased traffic, crime and use of limited City resources, and services, and suggested the City consider implementing rent control.

Baltazar Martinez, Farmers Insurance, spoke about his participation as a City ambassador in the Mobility Academy 2016 and addressed the subjects discussed.

Dave Bernal provided an update of events he attended as part of his participation as a City ambassador in the Mobility Academy 2016.

City Clerk Chávez read two letters from Margaret O'Malley in support of removing the red curb near Vista del Valle Elementary School and another from Dolores O'Malley thanking the City for agreeing to a trial run of the drop-off and pickup behind Vista del Valle Elementary School.

CONSENT CALENDAR

Councilmember Lopez pulled Item No. 1, and Councilmember Soto pulled Item No. 4 for further discussion.

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

- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A SUB-AWARD AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF SAN FERNANDO FOR THE 2015 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM

By consensus, the motion carried.

Items Pulled for Further Discussion

- 1) REQUEST TO APPROVE MINUTES OF APRIL 4, 2016 – SPECIAL MEETING

Councilmember Lopez declared he was absent at the meeting and therefore, abstaining from voting on these minutes.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to approve the minutes. The motion carried with the following vote:

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

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

- 4) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING IN ITS ENTIRETY DIVISION 6 (PURCHASING) OF ARTICLE IV (FINANCE) OF CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO CITY CODE RELATING TO THE PROCEDURES FOR PURCHASING AND CONTRACTING

Councilmember Soto had questions regarding the definition of a purchasing agent/officer. It was noted the City Manager is typically the Purchasing Officer and the Finance Director would be the Purchasing Agent.

Discussion followed regarding bid-opening procedures, formal bidding procedures, publication of notices, access to The Sun newspaper and requirements to publish in a general circulation newspaper, the definition of a "general circulation newspaper", using other forms of advertising requests for proposals/bids, and leaving some discretion for staff to make determinations in which newspapers/media to advertise.

Ensuing discussion pertained to signing authority limits by the City Manager, Department Heads, and City Council.

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to waive full reading of Ordinance No. 1653, and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, California Amending in Its Entirety Division 6 (Purchasing) of Article IV (Finance) of Chapter 2 (Administration) of the San Fernando City Code Relating to the Procedures for Purchasing and Contracting."

The motion carried with the following vote:

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

Mayor Gonzales moved up the following item due to the high number of people in attendance wishing to hear the item.

ADMINISTRATIVE REPORTS

- 10) REVIEW OF PILOT PROGRAM LOCATION FOR STUDENT LOADING/UNLOADING ZONE ADJACENT TO VISTA DEL VALLE DUAL LANGUAGE ACADEMY

Deputy City Manager/Public Works Director Chris Marcarello introduced Edward Paek, representative from LAUSD Office of Environmental Safety, who provided details of their traffic assessment report and replied to questions from Councilmembers.

Discussion followed regarding impacts to the neighborhood from parents dropping off their children, previous assurances by LAUSD, future impacts from development of multi-family housing, the need to address busing, the possibility of LAUSD purchasing land adjacent to the school for parking, threats to property values of residences adjacent to the school, allowing

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

handicap parking in the area, and the possibility of implementing a parking permit program in the future.

Ensuing discussion pertained to enforcement of the proposed valet program and costs, developing an MOU with LAUSD, engagement by PUC Schools, extending the pilot program and incorporating PUC Schools in the study, lack of resources for parking enforcement in the area, use of volunteers, engaging School Police and obtaining additional input from the community.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to extend the pilot program, to include the valet program, execute all necessary documents, and to explore the possibility of land acquisitions and other solutions, as presented, and to work in connection with LAUSD and PUC Schools to effectuate those recommendations.

The motion carried with the following vote:

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

RECESS (8:48 P.M.)

At this time, Mayor Gonzales called for a brief recess.

RECONVENE (9:04 P.M.)

Motion by Councilmember Ballin, seconded by Vice Mayor Fajardo, to postpone the following agenda items to a future meeting: Items No. 7, 8, 9, and 11. By consensus, the motion carried.

Councilmembers were requested to turn in their goals and priorities to the City Manager, prior to the next regularly-scheduled City Council meeting.

PUBLIC HEARING

- 5) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING CHAPTER 22 (BUSINESSES) AND CHAPTER 106 (ZONING) TO EXPRESSLY PROHIBIT MEDICAL CANNABIS DISPENSARIES, MEDICAL CANNABIS CULTIVATION, MEDICAL CANNABIS DELIVERIES, AND ALL COMMERCIAL CANNABIS ACTIVITIES IN ALL AREAS OF THE CITY

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

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

Discussion followed regarding the importance of considering people needing cannabis for medical purposes and those who do not have the ability to get it, themselves, understanding alcohol-related crimes versus cannabis-related crimes, and considering requiring conditional use permits for specific types of businesses.

City Attorney Rick Olivarez indicated that implementing the ban will not preclude Council from revisiting this issue in the future and noted the importance of having regulations in place. He added that the State is still considering what regulations to put in place.

Discussion followed regarding crime related to dispensaries, the use of marijuana for numerous medical conditions, access to dispensaries in surrounding cities, and the possibility of forming an ad hoc committee to discuss the item further and return with a report to Council at a special meeting.

Mayor Gonzales declared the Public Hearing open.

City Attorney Olivarez stated that Mary Mendoza's prior comments would be submitted into the record for this Public Hearing.

Mary Mendoza provided additional comments regarding the number of dispensaries in cities surrounding San Fernando, deliveries into the City, and reiterated her support of the ordinance, as recommended by staff.

Mayor Gonzales closed the public comments.

The City Council concurred to form ad hoc committee to review the item further and return with a report to the City Council at a Special Meeting on April 26, 2016 at 6:00 p.m. when the Public Hearing will continue.

ADMINISTRATIVE REPORTS (CONTINUED)**6) CONSIDERATION TO RATIFY CITY COUNCIL LIAISON ASSIGNMENTS LIST FOR 2016-2017**

Motion made by Councilmember Ballin, seconded by Councilmember Lopez, to ratify the City Council Liaison Assignments list for 2016-2017, as presented.

The following Items No. 7, 8, 9 and 11 were postponed, by City Council consensus, earlier in the meeting.

7) REPORT UPDATE ON CALIFORNIA SENATE BILL 415 (VOTER PARTICIPATION) AND REQUEST FROM CITY COUNCIL REGARDING PROSPECTIVE ELECTION CYCLE**8) CONSIDERATION TO ADOPT AN ORDINANCE AUTHORIZING THE CITY TO COLLECT DELINQUENT RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

SAN FERNANDO CITY COUNCIL**MINUTES – April 18, 2016****Page 7****FEES ON THE ANNUAL TAX ROLL PURSUANT TO HEALTH & SAFETY CODE SECTIONS 5473 AND 5473A**

- 9) FISCAL YEAR 2016-2017 CITY-WIDE STRATEGIC GOALS AND CITY COUNCIL PRIORITIES
- 11) LOPEZ-VILLEGAS HOUSE UPDATE
- 12) REQUEST TO FORM AN AD HOC COMMITTEE TO STUDY AND PROPOSE RECOMMENDATIONS REGARDING THE ROLES, DUTIES AND RESPONSIBILITIES OF CITY EMPLOYEES WHO REPORT DIRECTLY TO THE CITY COUNCIL

Councilmember Ballin recommended that the Mayor and Vice Mayor form an ad hoc committee to study and propose recommendations regarding the roles, duties, and responsibilities of City employees who report directly to the City Council.

Direction was given accordingly, without objection. No formal action was taken.

- 13) CONSIDERATION TO ADOPT A RESOLUTION COMMEMORATING THE VICTIMS OF THE ARMENIAN GENOCIDE

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to adopt a resolution commemorating the victims of the Armenian genocide, fly the flag at half-mast on April 24, 2016, and close in memory of the Armenian genocide victims. By consensus, the motion carried.

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Soto reported currently looking to fill a vacated position in the Parks and Recreation Commission.

Councilmember Lopez provided an update of upcoming Metro meetings and events and the upcoming SCAG General Assembly.

Councilmember Ballin discussed a meeting with a Board Member at AQMD.

Vice Mayor Fajardo reported on an upcoming Chamber of Commerce meeting and thanked everyone for attending the Metropolitan Water District high-speed rail meeting.

Mayor Gonzales gave an update regarding Los Angeles County Library activities and the Independent Cities Association.

City Clerk Chávez announced an upcoming Education Commission meeting.

SAN FERNANDO CITY COUNCIL**MINUTES – April 18, 2016****Page 8****GENERAL COUNCIL COMMENTS**

Councilmember Soto discussed the possibility of considering an emergency alert system for residents and commented on the need to be compassionate in considering the cannabis ordinance.

In reply to Councilmember Lopez's question, Police Chief Anthony Vairo addressed the use of social media for emergency alerts.

Vice Mayor Fajardo thanked the public for attending and in response to his question, Chief Vairo discussed the status of Neighborhood Watch meetings in the City.

Mayor Gonzales thanked City staff for their excellent work and residents for their attendance, and announced upcoming events, including a Business Mixer.

STAFF COMMUNICATION

None

ADJOURNMENT (10:24 P.M.)

Motion by Councilmember Ballin, seconded by Mayor Gonzales, to adjourn the meeting in the memory of the victims of the Armenian genocide and in memory of Robert Gutierrez. By consensus, the motion carried.

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

Elena G. Chávez
City Clerk

1c

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**MAY 7, 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 6:13 p.m.

Present:

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

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

Absent: Councilmember Jaime Soto

PLEDGE OF ALLEGIANCE

Led by City Manager Meyerhoff

APPROVAL OF AGENDA

Councilmember Fajardo asked to move up Item No. 7 (there were many seniors in attendance waiting to hear the matter) and Mayor Ballin announced it would be heard prior to the Public Hearing.

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

PRESENTATIONS

The following presentations were made:

- a) SAN FERNANDO STREET FESTIVAL – RECOGNITION OF VOLUNTEERS
- b) OLDER AMERICANS MONTH – MAY
- c) MENTAL HEALTH AWARENESS MONTH - MAY

SAN FERNANDO CITY COUNCIL**MINUTES – May 7, 2018****Page 2****DECORUM AND ORDER**

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Benita Rivera discussed Las Palmas Park noting it looks abandoned and needs refurbishment and maintenance, including replacing dead plants, repairing cracked sidewalks and the need for tree trimming.

Frank Delgado, Santa Rosa Baseball League, provided an update regarding the status of the League.

Maritza Duarte, Las Palmas Club member, spoke about changes that have occurred without consulting members of the club, including increasing fees for events, and she presented a petition from the members, asking that they be included in relevant decisions affecting the club.

Martha Lucero, Las Palmas Club member, asked that members of the club be included in decisions related to it and for Council's continued support, and thanked Councilmember Fajardo for his generous donation.

Diana Sanchez, Las Palmas Club member, spoke about their dance schedules and requested the City open venues earlier than the starting time to allow those who are disabled to enter without having to wait and stand in line.

Martha Silva, Las Palmas Club member, asked the City to do what is possible to decrease its prices as most seniors are on limited incomes.

Marisela Torres, Las Palmas Club member, asked that Council consider sponsoring their annual coronation event involving Queens (mothers) and Kings (fathers).

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales discussed a recent Independent Cities Association meeting, his inability to continue serving on the Library Commission, and congratulated Vice Chair Lopez for being elected to the Library Commission.

Vice Mayor Lopez also thanked Councilmember Gonzales for his service on the Library Commission and provided an update of a recent meeting of SCAG where the City received an award.

Mayor Ballin commented positive on the SCAG event and added Vice Mayor Lopez also received an award for his time on SCAG.

SAN FERNANDO CITY COUNCIL**MINUTES – May 7, 2018****Page 3****CONSENT CALENDAR**

City Manager Meyerhoff requested to pull Item No. 4 for separate discussion and consideration.

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

- 1) REQUEST TO APPROVE THE MINUTES OF APRIL 16, 2018 – SPECIAL (JOINT) MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A ZONE TEXT AMENDMENT AMENDING SECTION 106-6 (DEFINITIONS) OF ARTICLE I (IN GENERAL) OF CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE TO PROVIDE ADDED CLARIFICATION REGARDING THE METHODOLOGY FOR CALCULATING LOT AREA WITHIN R-1 RESIDENTIAL ZONES
- 5) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA DIRECTOR OF INDUSTRIAL RELATIONS FOR A CERTIFICATE OF CONSENT TO SELF-INSURE WORKERS' COMPENSATION LIABILITIES

By consensus, the motion carried.

Item Pulled for Further Discussion

- 4) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO NO SPORT FAULT GROUP, LLC FOR THE LAYNE PARK PLAY-LOT RESURFACING PROJECT

Recreation & Community Services Director Julian Venegas reported receiving a late quote for play equipment at Layne Park, subsequent to publication of the agenda, and noted the resolution increases the expenditure from Fund No. 017 by \$7,000.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the following, as amended:

- a. Determine it is in the City's best interest to waive formal bid requirements due to time constraints;
- b. Approve the terms and award No Fault Sport Group, LLC a Professional Services Agreement (Contract No. 1884) for the Layne Park Play-Lot Resurfacing Project;

SAN FERNANDO CITY COUNCIL**MINUTES – May 7, 2018****Page 4**

- c. Adopt Resolution No. 7847, to appropriate expenditures in the amount of \$3,525 from the Quimby Act Fund (Fund # 019) in Fiscal Year 2017-2018; and
- d. Authorize the City Manager to execute a Professional Service Agreement with No Fault Sport Group, LLC for the Layne Park Play-Lot Resurfacing Project in the amount not to exceed \$34,700.

By consensus, the motion carried.

By consensus, the following item was moved up on the agenda.

ADMINISTRATIVE REPORTS**7) DISCUSSION REGARDING SENIOR ACTIVITIES IN SAN FERNANDO**

Recreation & Community Services Director Venegas presented an update on senior activities in the City and responded to questions from Councilmembers.

Discussion ensued and staff was directed to provide an update (at a future meeting) on fees to address concerns voiced by residents and a breakdown of how much costs have increased, and seniors were encouraged to attend City Council's budget meetings to discuss solutions to their concerns.

Mayor Ballin noted the City wants to work cooperatively with its seniors for a successful outcome.

PUBLIC HEARING**6) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING USER FEES FOR FISCAL YEAR 2018-2019 AND RESCIND PRIOR USER FEE RESOLUTIONS**

Mayor Ballin declared the Public Hearing open.

Deputy City Manager/Director of Finance Nick Kimball gave the staff report, including the results of a fee study, and replied to various questions from Councilmembers.

Mayor Ballin called for public testimony; there was none.

Councilmember Fajardo discussed presale inspections, felt an outside company should perform them, and suggested he and Vice Mayor Lopez work as part of an ad hoc committee to review the matter and return to Council with recommendations.

It was suggested that Councilmember Fajardo and Vice Mayor Lopez work on this matter as part of the Code Enforcement Ad Hoc Committee.

SAN FERNANDO CITY COUNCIL**MINUTES – May 7, 2018****Page 5**

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to close the public comment portion of the Hearing.

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

- a. Adopt Resolution No. 7849 incorporating all current fees for City services into a Fiscal Year 2018-2019 Annual Fee Schedule, amending certain fees and charges; and with the exception of Presale Inspections which will be addressed by the Code Enforcement Ad Hoc Subcommittee; and
- b. Rescind Resolution Nos. 7553, 7727 and all parts of Resolutions in conflict with Resolution No. 7849.

By consensus, the motion carried.

ADMINISTRATIVE REPORTS (CONTINUED)

- 8) CONSIDERATION TO APPOINT AN AD HOC COMMITTEE TO WORK WITH THE WILD HORSE CHILDREN'S FOUNDATION REGARDING THE USE OF PIONEER PARK

Mayor Ballin briefly spoke and recommended an ad hoc committee (Gonzales and Lopez) work with the Wild Horse Children's Foundation regarding the use of Pioneer Park.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to appoint Gonzales and Lopez to an ad hoc committee to work with the Wild Horse Children's Foundation regarding the use of Pioneer Park. By consensus, the motion carried.

- 9) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY COUNCIL PROCEDURAL MANUAL FOR THE PURPOSES OF REFINING SOME OF ITS RESTRICTIONS ON THE USE OF CITY LETTERHEAD BY COUNCILMEMBERS

Mayor Ballin noted the need to review the matter in order to expedite responses to correspondence from members of the public.

Assistant City Attorney Padilla explained that the resolution would make minor modifications to the City's letterhead policy to clarify instances when Council consent would not be required for a Councilmember to issue a letter on the City's letterhead, presented details of those instances, and noted that Councilmembers would need to make clear they are speaking in their individual capacities.

Motion by Mayor Ballin, seconded by Councilmember Fajardo, to adopt Resolution No. 7850 amending the City Council Procedure Manual for the purposes of refining some of its restrictions on the use of City letterhead by Councilmembers, as amended to include support/opposition to legislative items. By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – May 7, 2018****Page 6****10) DISCUSSION PERTAINING TO THE TAX FAIRNESS, TRANSPARENCY AND ACCOUNTABILITY ACT OF 2018**

City Manager Meyerhoff gave a brief presentation.

Councilmember Gonzales discussed other agencies and cities that have opposed the item. He asked to include the Independent Cities Association and Contract Cities, and Mayor Ballin suggested including SCAG and COG.

Motion by Councilmember Gonzales, seconded by Vice Chair Lopez to oppose the Tax Fairness, Transparency and Accountability Act of 2018. By consensus, the motion carried.

DEPARTMENT HEADS - COMMISSION UPDATES

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

Deputy City Manager/Director of Finance Kimball announced the proposed budget should be distributed to Councilmembers by the end of next week and said that the first budget study session will be held on May 21st.

Director of Community Development Timothy Hou presented an update on the Community Development Department including new hires, reported he will be attending the upcoming International Conference of Shopping Centers in Las Vegas, and discussed the next Planning and Preservation Commission meeting.

Recreation and Community Services Director Venegas provided an update on the Santa Rosa Little League.

City Clerk discussed the next meeting of the Education Commission.

GENERAL COUNCIL COMMENTS

Councilmember Gonzales thanked City staff for their hard work.

STAFF COMMUNICATION

None

ADJOURNMENT (8:10 P.M.)

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

SAN FERNANDO CITY COUNCIL

MINUTES – May 7, 2018

Page 7

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 7, 2018, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

1d

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**MAY 21, 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 6:03 p.m.

Present:

Council: Mayor Sylvia Ballin (left the meeting at 6:59 p.m.), Vice Mayor Antonio Lopez, and Councilmembers Joel Fajardo (left the meeting at 8:00 p.m.), Jaime Soto 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 Deputy City Manager/Director of Finance Nick Kimball

APPROVAL OF AGENDA

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

PRESENTATIONS

The following presentations were made:

- c) MENTAL HEALTH AWARENESS MONTH – MAY
- a) USE OF EXPANDED POLYSTYRENE IN RESTAURANTS IN THE CITY OF SAN FERNANDO

Vice Mayor Lopez announced Mayor Ballin had to leave on a personal matter and took over the meeting.

SAN FERNANDO CITY COUNCIL**MINUTES – May 21, 2018****Page 2**

- b) NATIONAL PUBLIC WORKS WEEK – MAY 20-26
- d) NATIONAL POLICE WEEK – MAY 13-19
- e) TREE CITY USA RECOGNITION

DECORUM AND ORDER

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Walid Haddad, Founder and CEO, VeryHuman, discussed his organization's work in helping people living with HIV/AIDS, announced their third annual health fair in skid row, and offered to meet with Councilmembers to discuss some of his ideas.

Patty Lopez expressed concerns regarding lack of security in City parks and the growing number of homeless individuals, inquired about the Mayor's and Councilmembers' process for addressing community concerns, and urged everyone to work together.

Erika Goodwin, San Fernando Library, presented an updated schedule of upcoming programs at the facility.

Michael Remenih acknowledged the Police Chief's comments in connection with National Police Week and noted police officers put their lives on the line, every day.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave updates regarding the Independent Cities Association recent actions.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE THE MINUTES OF MAY 7, 2018 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR (FY) 2018-2019

SAN FERNANDO CITY COUNCIL**MINUTES – May 21, 2018****Page 3**

- 4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE CITY TREASURER AND DEPUTY CITY TREASURER TO INVEST SURPLUS FUNDS
- 5) CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE ADMINISTRATIVE CONTRACT WITH LIEBERT CASSIDY WHITMORE TO CONTINUE TO PROVIDE LABOR NEGOTIATOR SERVICES
- 6) CONSIDERATION OF FISCAL YEAR (FY) 2018-2019 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT (LLAD) APPROVAL OF ENGINEER'S REPORT AND SETTING THE DATE FOR THE PUBLIC HEARING
- 7) CONSIDERATION TO APPROPRIATE AIR QUALITY MANAGEMENT DISTRICT FUNDS FOR THE COMPRESSED NATURAL GAS UPGRADE PROJECT
- 8) CONSIDERATION TO ACCEPT AND APPROPRIATE GRANT FUNDS FROM THE ACTIVE TRANSPORTATION PROGRAM (ATP) AND MOBILE SOURCE AIR POLLUTION REDUCTION COMMITTEE (MSRC) FOR THE PACOIMA WASH BIKEWAY PROJECT
- 9) CONSIDERATION TO APPROVE HOMELESS CONNECT DAY AND THE USE OF THE CITY SEAL

By consensus, the motion carried.

By consensus, Item No. 11 was moved up on the agenda at the request of Councilmember Fajardo.

PUBLIC HEARING

- 11) CONSIDERATION TO ADOPT AN ORDINANCE AUTHORIZING THE SERVING AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT CITY RECREATIONAL FACILITIES SUBJECT TO REGULATIONS AND PERMIT CONDITIONS

Assistant City Attorney Padilla gave the staff report and replied to various questions from Councilmembers.

Discussion followed regarding prohibiting the consumption of alcohol near playgrounds and other specific facilities, needing to develop a fee structure, requiring security, regulating events through the conditional use permit process, forming an ad hoc committee to work further on the item to develop an ordinance that addresses all points, and return to Council with recommendations.

Vice Mayor Lopez declared the Public Hearing open.

SAN FERNANDO CITY COUNCIL**MINUTES – May 21, 2018****Page 4**

Ruben Rodriguez, Executive Director, Pueblo y Salud, agreed with some of the concerns raised, spoke about his organization's fight against drug and alcohol abuse, addressed liability issues including proximity to sensitive areas and spoke in opposition to the proposed ordinance.

Patty Lopez thanked the City Council for considering this issue, discussed crime in the City, said she has observed gambling and drinking at the parks and during baseball games, security should be assigned to the parks, and talked about the importance of maintaining a relationship with residents and responding to their concerns.

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

Vice Mayor Lopez recommended returning the matter to the Parks and Recreation Commission for their input, consider their recommendations, and form an ad hoc committee to study the matter further.

Discussion followed regarding commercial sales of alcohol, Council's and the ad hoc committee's ability to obtain community feedback without going back to the Parks and Recreation Commission, the issue being a City-wide issue and the number of liquor licenses being granted, costs related to notification of residents, and the need to set specific regulations.

Motion by Councilmember Fajardo, seconded by Councilmember Soto, to form an ad hoc committee (Fajardo and Gonzales) to obtain public input and bring forward recommendations for an ordinance to City Council, and a notice to be published in The Sun.

The motion carried with the following vote:

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

10) CONSIDERATION TO APPROVE REGULATIONS IN DESIGNATED ELECTRIC VEHICLE CHARGING STATION PARKING STALLS AND ADOPT RELATED FEES

Director of Public Works/City Engineer Yazdan T. Emrani presented the staff report and replied to various questions from Councilmembers.

Vice Mayor Lopez declared the Public Hearing open.

Discussion ensued amongst Councilmembers and staff regarding considering potential future land uses, costs and the proposed rate structure, determining usage and volume, determining parking time limits and the possibility of offering incentives to taxis or Uber/Lyft riders.

Vice Mayor Lopez called for public testimony; there were no public comments.

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

SAN FERNANDO CITY COUNCIL**MINUTES – May 21, 2018****Page 5**

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

- a. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1676, “An Ordinance of the City Council of the City of San Fernando, California, Amending Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code by the Addition of a New Division 9 (Electric Vehicle Charging Stations) to Regulate the Parking in Designated Electric Vehicle Charging Station Parking Stalls;”
- b. Accept and approve fee structure for public use of City-owned Electric Vehicle Charging Stations;
- c. Adopt Resolution No. 7857 establishing a schedule of rates for the use of City-owned Electric Vehicle Charging Stations;
- d. Allow the adjustment of fees when deemed necessary; and
- e. Amend to approve setting a parking time limit to reflect the maximum time allowed within the surrounding area and if none, to a maximum of four hours.

The motion carried with the following vote:

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

ADMINISTRATIVE REPORTS**12) FISCAL YEAR (FY) 2018-2019 BUDGET STUDY SESSION NO. 1**

By consensus, this item was pulled and rescheduled to a study session on May 29, at 4:30 p.m.

13) REQUEST FOR AN UPDATE REGARDING PROPAGANDA AND FLIERS CODE ENFORCEMENT

Councilmember Soto requested to table this item to the next City Council meeting.

14) REQUEST FOR AN UPDATE REGARDING ICE CREAM TRUCK VENDOR OPERATIONS REGULATION

Councilmember Soto asked for an update regarding the status of regulations of ice cream trucks.

Assistant City Attorney Richard Padilla noted there is no ordinance at this time, but offered to return at a future meeting with recommendations including limits to operating hours.

SAN FERNANDO CITY COUNCIL**MINUTES – May 21, 2018****Page 6**

Councilmember Soto asked staff to look into the regulation of hours of operation during the week, on weekends and during summers, for ice cream truck vendors and consider emissions regulations.

Discussion followed regarding forming an ad hoc committee to study the issue.

Motion by Councilmember Fajardo, seconded by Councilmember Soto, to form an ad hoc committee (Soto and Ballin) to study the issue of regulating ice cream truck vendor operations.

The motion carried with the following vote:

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

At this time, Councilmember Fajardo left the meeting.

DEPARTMENT HEADS - COMMISSION UPDATES

City Clerk Chávez reminded everyone of the Education Commission's 3rd Annual Scholarship Awards Ceremony and gave an update regarding the June 5th Statewide Primary Election.

Director of Recreation and Community Services Julian Venegas gave updates regarding the Santa Rosa Youth Athletic Program and the Senior Club at Las Palmas Park and addressed a recent Senior Expo.

GENERAL COUNCIL COMMENTS

Councilmember Soto discussed City Attorney Rick Olivarez's obligation to attend City Council meetings.

At this time (8:46 p.m.), Councilmember Soto left the meeting and the quorum was lost.

ADJOURNMENT (8:46 P.M.)

The meeting was adjourned due to lack of a quorum.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 21, 2018, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

1e

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 6, 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 6:20 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers Joel Fajardo, Jaime Soto 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 City Manager Alex Meyerhoff

APPROVAL OF AGENDA

Assistant City Attorney Richard Padilla announced a walk-on item (Item No. 17) that included a resolution in support of an accurate 2020 Census to oppose the citizen question, and a resolution in support of an accurate 2020 Census pertaining to local outreach assistance. He reported that the item came to staff's attention after the agenda was posted, and there is a need for immediate action.

Motion by Vice Mayor Lopez, seconded by Councilmember Fajardo, to add the walk-on item to the agenda.

The motion carried with the following vote:

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

City Manager Meyerhoff pulled Item No. 14 from the agenda.

SAN FERNANDO CITY COUNCIL**MINUTES – August 6, 2018****Page 2**

Deputy City Manager/Director of Finance Nick Kimball suggested discussing Item No. 6 in combination with Item No. 11.

Councilmember Gonzales pulled Item No. 8, and Councilmember Fajardo pulled Item No. 4 for further discussion.

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to approve the agenda, as amended.

The motion carried with the following vote:

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

PRESENTATIONS

The following presentations were made:

- a) CERTIFICATE OF APPRECIATION – JOHNATHAN YBARRA, PRIVATE FIRST CLASS U.S. ARMY
- b) PRESENTATION BY TREVOR M. RICHMOND, DEPUTY CHIEF BUREAU COMMANDER, LOS ANGELES FIRE DEPARTMENT OPERATIONS VALLEY BUREAU

Councilmember Soto requested to reschedule; Chief Richmond was unable to attend the meeting.

- c) FOSTER CARE FUN DAY – RECOGNITION OF CONTRIBUTORS, COMMITTEE MEMBERS, PARTICIPANTS AND VOLUNTEERS

DECORUM AND ORDER

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Dr. Jose Hernandez urged Council to address speeding on South Brand Blvd.

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

SAN FERNANDO CITY COUNCIL**MINUTES – August 6, 2018****Page 3**

Audrey Simons, Chief Executive Officer, San Fernando Community Health Center, thanked Council for its consideration of their organization becoming the master leaseholder of their current building location.

Michelle Guijarro spoke in opposition to Item No. 5.

Mary Mendoza expressed concerns about the City shutting off residents' water during the current heat wave, referenced Closed Session discussions (asserted residents have a right to know what they are about) and spoke about increased speeding in the City.

John Dimon spoke in support of Item No. 10.

Brianna Blanton spoke in support of Item No. 10.

Viviana Nunez also expressed concerns regarding speeding on Brand Blvd. and reported her neighbors have chickens and roosters, which bring vermin to the property.

Interpreter Renate Zeuch read Patty Lopez' email statement requesting information regarding the Closed Session items and transparency.

Orlando Martinez urged Council to consider special interests trying to undermine small businesses relative to Item No. 10.

Marcela Rodriguez expressed concerns with how parking lot attendants treat people who commit infractions or do not comply with the law, spoke about the speeding problem, and said she is opposed to Item No. 10.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales provided a summary of the recent Independent Cities Association conference.

Councilmember Fajardo provided an updates of the ad hoc committees regarding murals and ice cream trucks and addressed discussions during the recent COG meeting.

Councilmember Soto also provided a brief update on ad hoc committees he serves and suggested replacing Vice Chair Lopez with Councilmember Fajardo on L.A. City Fire Station Ad Hoc Committee.

Mayor Ballin announced the item would be placed on City Council's August 20, 2018 agenda.

Councilmember Gonzales requested to add a discussion on the same agenda regarding all Ad Hoc Committees and when they there were formed.

SAN FERNANDO CITY COUNCIL**MINUTES – August 6, 2018****Page 4**

Vice Mayor Lopez reported attending the recent Los Angeles County Library Commission meeting and commented on discussions held, and he announced the upcoming monthly Homeless and Mental Health One-Stop Shop event.

Mayor Ballin summarized the recent conference as the Vice Chair of the Ethics and Audit Committee at Metropolitan Water District.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. JUNE 18, 2018 – REGULAR MEETING
 - b. JULY 16, 2018 – SPECIAL MEETING
 - c. JULY 16, 2018 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE AN AGREEMENT FOR SPECIAL SERVICES WITH LIEBERT CASSIDY WHITMORE FOR FISCAL YEAR 2018-2019
- 5) CONSIDERATION TO APPROVE AUTHORIZATION TO WRITE-OFF BAD DEBT FOR FISCAL YEAR 2017-2018
- 7) CONSIDERATION TO APPROVE AN INTERIM LEASE AGREEMENT WITH SAN FERNANDO COMMUNITY HOSPITAL, DBA SAN FERNANDO COMMUNITY HEALTH CENTER, FOR THE CITY-OWNED PROPERTY AT 732 MOTT STREET

By consensus, the motion carried.

Mayor Ballin announced that walk-on Item No. 17 would be heard at this time.

- 17) RESOLUTION IN SUPPORT OF AN ACCURATE 2020 CENSUS TO OPPOSE THE CITIZEN QUESTION AND A RESOLUTION IN SUPPORT OF AN ACCURATE 2020 CENSUS PERTAINING TO LOCAL OUTREACH ASSISTANCE

Councilmember Gonzales presented details of the item and discussed challenges relative to the 2020 Census; census representatives are taking public comments and the public comment period ends tomorrow.

A brief discussion ensued.

SAN FERNANDO CITY COUNCIL**MINUTES – August 6, 2018****Page 5**

Motion by Councilmember Gonzales, seconded by Vice Mayor Lopez, to adopt a Resolution in Support of an Accurate 2020 Census to Oppose the Citizen Question.

The motion carried with the following vote:

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

Motion by Councilmember Gonzales, seconded by Vice Mayor Lopez, to adopt a Resolution in Support of an Accurate 2020 Census Pertaining to Local Outreach, Assistance and Promotion.

The motion carried with the following vote:

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

Items Pulled for Further Discussion

- 4) CONSIDERATION TO APPROVE A SIDE LETTER OF AGREEMENT TO THE EXISTING MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE CIVILIANS' ASSOCIATION

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

At this time (7:52 pm to 7:53 pm), Vice Mayor Lopez briefly stepped away.

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

- a. Approve a side letter of agreement (Contract No. 1794(a)) to the existing Memorandum of Understanding with the San Fernando Police Civilians' Association; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

The motion carried with the following vote:

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

- 8) CONSIDERATION TO APPROVE AN ARGUMENT IN FAVOR OF THE LOCAL TRANSACTION TAX MEASURE ON THE NOVEMBER 2018 GENERAL ELECTION

SAN FERNANDO CITY COUNCIL**MINUTES – August 6, 2018****Page 6**

Councilmember Gonzales explained why he pulled this item for separate consideration and action.

Deputy City Manager/Director of Finance Kimball presented details of the measure and replied to various questions from Councilmembers.

Motion by Councilmember Soto, seconded by Councilmember Fajardo, to change "beautification" as maintenance/development or continuance.

The motion failed with the following vote:

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

Motion by Councilmember Gonzales, seconded by Councilmember Fajardo, to approve the proposed argument in favor of the local Transaction Tax Measure (include all five Councilmembers' names) on the November 2018 General Election.

The motion carried with the following vote:

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

ADMINISTRATIVE REPORTS

Mayor Ballin announced Item No. 10 would be heard at this time.

10) DISCUSSION OF RECOMMENDATIONS FROM THE CANNABIS AD HOC COMMITTEE AND DIRECTION REGARDING DEVELOPMENT OF A COMMERCIAL CANNABIS REGULATION AND PERMITTING PROGRAM

City Manager Meyerhoff presented details of the staff report and responded to questions from Councilmembers.

Discussion followed regarding results of the online survey, having Council make decisions based on their knowledge of the community, having the ability to raise legitimate concerns, focusing on institutions inside San Fernando boundaries, considering sensitive receptors, including institutions in the area, considering the Police Department's opinion on the subject, taking small steps, adjusting as the law changes, and the permitting process.

Ensuing discussion pertained to enforcement, qualifications/restrictions for selling or buying, establishing security measures, discouraging loitering around dispensaries and the need for direction to staff to proceed with an ordinance in accordance with the Ad Hoc Committee's recommendations for review, first by the Planning Commission, and then by City Council.

SAN FERNANDO CITY COUNCIL**MINUTES – August 6, 2018****Page 7**

Motion by Councilmember Fajardo, seconded by Councilmember Soto, to direct staff to prepare an ordinance to allow marijuana cultivation, manufacturing, laboratory testing, distribution for both medical and recreational marijuana adult use and establishing a 450-foot radius from sensitive areas which shall include sensitive areas in the neighboring city and to provide staff general direction to bring back an anti-lobbying provision and/or information on unionization of these businesses.

The motion carried with the following vote:

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

PUBLIC HEARING

- 9) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE AMENDING SECTION 94-103 (AMENDMENTS) OF DIVISION 3 (INDUSTRIAL FEES) OF ARTICLE II (SEWERS AND SEWAGE DISPOSAL) OF CHAPTER 94 (UTILITIES) OF THE SAN FERNANDO CODE OF ORDINANCES IN ORDER TO RECTIFY PREVIOUSLY AMENDED CODE SECTIONS

Mayor Ballin declared the Public Hearing open.

Director of Public Works/City Engineer Yazdan T. Emrani presented the staff report and replied to various questions from Councilmembers.

Discussion ensued amongst Councilmembers.

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

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

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to waive full reading and adopt Urgency Ordinance No. 1679 by title, “An Urgency Ordinance of the City Council of the City of San Fernando, California, Amending Section 94-103 (Amendments) of Division 3 (Industrial Fees) of Article II (Sewers and Sewage Disposal) of Chapter 94 (Utilities) of the San Fernando Code of Ordinances in Order to Rectify Previously Amended Code Sections, and Declaring the Urgency thereof, in Accordance with Government Code Sections 36934 and 36937.”

The motion carried with the following vote:

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

SAN FERNANDO CITY COUNCIL**MINUTES – August 6, 2018****Page 8****ADMINISTRATIVE REPORTS (CONTINUED)**

The following items were heard, concurrently.

6) UPDATE LIVING WAGE ORDINANCE

11) OVERVIEW OF LEGAL AUTHORITY AND OTHER CONSIDERATIONS
RELEVANT TO THE IMPLEMENTATION OF A LOCAL MINIMUM WAGE
ORDINANCE

Deputy City Manager/Director of Finance Kimball gave a brief presentation regarding both items.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the living wage (Item No. 6) and to continue with the existing Ad Hoc to get the local minimum wage on the agenda sometime in the near future.

The motion carried with the following vote:

AYES: Gonzales, Fajardo, Soto, Lopez, Ballin – 5

NOES: None

ABSENT: None

12) CONSIDERATION TO DETERMINE A CITY POSITION ON THE 2018 LEAGUE OF
CALIFORNIA CITIES RESOLUTIONS

City Manager Meyerhoff presented a brief report.

Councilmember Gonzales requested tabling the item in order to obtain additional information on the matter.

By consensus, the item was tabled to August 20, 2018.

13) DISCUSSION REGARDING CITY COUNCIL RESOLUTION NO. 7346 CANCELLING
CERTAIN COUNCIL MEETINGS IN DECEMBER AND JANUARY

Mayor Ballin recommended Council not go dark in December or January and instead, go dark the second meeting in July.

Discussion followed regarding Council's ability to call special and/or emergency meetings, best practices from other cities, and only going dark the second meeting in December.

At this time (9:55 p.m.), Vice Mayor Lopez left the Chambers.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, for Council to go dark the second meeting in December and add a second meeting in January.

SAN FERNANDO CITY COUNCIL**MINUTES – August 6, 2018****Page 9**

The motion carried with the following vote:

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

14) DISCUSSION REGARDING THE FORMATION OF AN AD HOC COMMITTEE
PERTAINING TO SOCIAL MEDIA AND A SOCIAL MEDIA POLICY

This item was pulled from the agenda during earlier Approval of the Agenda.

15) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION
COMMISSIONER

Councilmember Gonzales reported his appointee to the Planning and Preservation Commission was unable to attend this meeting and discussed his education and work experience.

Motion by Councilmember Gonzales to appoint Ivan Gonzalez as his representative to the Planning and Preservation Commission. The motion was seconded by Mayor Ballin and was approved by consensus.

16) DISCUSSION REGARDING THE AD HOC COMMITTEE FORMED TO ASSESS A
POSSIBLE LOS ANGELES CITY FIRE STATION IN SAN FERNANDO

Councilmember Soto requested tabling this item to the Council meeting of August 20, 2018.

By consensus, the item was tabled.

DEPARTMENT HEADS - COMMISSION UPDATES

City Clerk Chávez gave an update regarding the Education Commission's special meeting and presented details regarding the nomination period for incumbents and non-incumbents.

Police Chief Anthony Vairo invited the public to National Night Out event and discussed efforts in addressing traffic and speeding issues in the City.

Director of Recreation and Community Services Julian Venegas provided updates regarding activities in his department.

Director of Community Development Timothy Hou discussed the recent Planning and Preservation Commission meeting and addressed items considered during the meeting.

Director of Public Works/City Engineer Emrani presented updates on activities in his department including various applications for grant funding.

SAN FERNANDO CITY COUNCIL**MINUTES – August 6, 2018****Page 10**

City Manager Meyerhoff gave updates regarding various meetings and activities in which he and staff have participated.

GENERAL COUNCIL COMMENTS

Councilmember Gonzales discussed a recent program hosted by the Library, a recent NALEO policy conference, the possibility of forming an ad hoc committee to review the Education Commission and working in partnership with UCLA.

Councilmember Fajardo thanked staff and Chief Vairo for their work on the cannabis ordinance and requested an updated list of priorities.

Councilmember Soto talked about the need for a strong motorcycle police program to address speeding, and expressed concerns regarding the numerous absences of the City Attorney and potential conflicts of interest.

In response, Mayor Ballin noted Mr. Olivares' law firm was hired to represent the City, not Mr. Olivares, himself.

STAFF COMMUNICATION

None.

ADJOURNMENT (10:39 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 August 6, 2018, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**DECEMBER 3, 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 6:14 p.m.

Present:

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

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

Absent: Councilmember Jaime Soto

PLEDGE OF ALLEGIANCE

Led by Director of Public Works/City Engineer Yazdan Emrani

APPROVAL OF 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) PRESENTATION BY L.A. TREEPEOPLE ON THE CALLES VERDES PROJECT
- b) PRESENTATION BY ATHENS SERVICES

DECORUM AND ORDER

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

SAN FERNANDO CITY COUNCIL**MINUTES – December 3, 2018****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Henry Romero reported the driver picking up trash on his commercial property on Maclay Ave. discontinued the pickup two months ago, but he is still receiving a bill. Mayor Ballin referred him to staff to address the matter with him.

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

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales addressed an upcoming Independent Cities Association meeting.

Councilmember Lopez presented a summary of a recent L.A. County Library Commission meeting he attended.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE THE MINUTES OF:
 - a) OCTOBER 15, 2018 – REGULAR MEETING
 - b) NOVEMBER 19, 2018 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE CALENDAR YEAR 2019 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE
- 4) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE SALARY SCHEDULE TO INCLUDE THE NEGOTIATED MINIMUM WAGE INCREASES FOR CERTAIN PART-TIME CLASSIFICATIONS
- 5) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY BUDGET TO INCLUDE AN INCREASE TO COMMISSIONERS' STIPEND
- 6) CONSIDERATION TO AUTHORIZE SUBMITTAL OF GRANT APPLICATIONS TO THE NATIONAL ENDOWMENT FOR THE ARTS AND THE CALIFORNIA ARTS COUNCIL FOR FUNDING SUPPORT OF THE MARIACHI MASTER APPRENTICE PROGRAM

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

- 7) CONSIDERATION TO APPROVE AGREEMENTS FOR ON-CALL ENGINEERING SERVICES
- 8) CONSIDERATION TO APPROVE PROPOSALS FROM WILL DAN ENGINEERING FOR ADDITIONAL DESIGN SERVICES FOR THE STREET RESURFACING IMPROVEMENTS AND FEDERAL HIGHWAY SAFETY IMPROVEMENT PROJECT ON GLENOAKS BOULEVARD

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

- 9) CUSTOMER SATISFACTION SURVEY – POLICE SERVICES

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

Discussion followed regarding "no opinion" responses and the possibility of sending out a questionnaire with the water bill in the future.

By consensus, the report was received and filed.

- 10) CONSIDERATION TO CO-SPONSOR AMERICAN RED CROSS SOUND THE ALARM EVENT AT RECREATION PARK

Sergeant Irwin Rosenberg presented the staff report and replied to questions from Councilmembers.

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

- a. Approve City co-sponsorship of American Red Cross Sound the Alarm Event at the Recreation Park; and
- b. Approve the use of the City Seal for the Event on print material pursuant to City Council Resolution No. 6904; and
- c. Authorize staff to market the event through the City water bills, website and social media outlets.

The motion carried with the following vote:

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

SAN FERNANDO CITY COUNCIL**MINUTES – December 3, 2018****Page 4****STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

City Clerk Chávez announced the Education Commission Scholarship Program application period is now open, reported that the Official Certificate of Canvass of Election Results was received by the County, and she suggested adjourning this meeting (not later than the next regular meeting) to adopt the resolution and ordinance declaring election results.

Police Chief Vairo presented an update on the San Fernando Police Department recruitment activities.

Director of Recreation and Community Services Julian J. Venegas reported the Christmas Tree Lighting Ceremony has been postponed to Tuesday, December 11th.

Director of Public Works/City Engineer Emrani reported submitting a grant application to CalTrans for a Sustainable Communities Grant.

Deputy City Manager/Director of Finance Nick Kimball reported the Measure A Ad Hoc application has been posted on the City's website.

City Manager Meyerhoff reported receiving a voicemail commending the Public Works Department on the excellent work cleaning up a spill on Workman St.

GENERAL COUNCIL COMMENTS

Mayor Ballin asked to adjourn tonight's meeting in memory of President George H. W. Bush.

Discussion followed regarding setting the date and time for the adjourned regular meeting.

ADJOURNMENT (7:22 P.M.)

Motion by Councilmember Fajardo, seconded by Mayor Ballin, to adjourn this meeting to an adjourned regular meeting to be held on December 12th, at 4:00 p.m. (staff to comply with noticing requirement) and in memory of President George H. W. Bush. 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

1g

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**FEBRUARY 3, 2020 – 5:30 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 5:31 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco, and Councilmembers Sylvia Ballin, Robert C. Gonzales (arrived at 5:38 p.m.), and Mary Mendoza

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

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:32 P.M.)

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

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

San Fernando Management Group (SEIU, Local 721)

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – February 3, 2020**

Page 2

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

B) CONFERENCE WITH LABOR NEGOTIATOR – UNREPRESENTED EMPLOYEE

G.C. §54957.6

Designated City Negotiator: Mayor Joel Fajardo

Unrepresented Employee: City Clerk

C) PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Clerk

E) CONFERENCE WITH LABOR NEGOTIATOR – UNREPRESENTED EMPLOYEE

G.C. §54957.6

Designated City Negotiator: Mayor Joel Fajardo

Unrepresented Employee: City Manager

D) PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Manager

RECONVENE/REPORT OUT FROM CLOSED SESSION (5:42 P.M.)

Assistant City Attorney Padilla reported the following:

Items A – D Updates provided; no action taken.

ADJOURNMENT (5:42 P.M.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of February 3, 2020, meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

1h

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**FEBRUARY 18, 2020 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:06 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco, and Councilmembers Sylvia Ballin (arrived at 6:14 p.m.), Robert C. Gonzales, and Mary Mendoza

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

PLEDGE OF ALLEGIANCE

Led by Student of the Month Briana Villasenor

PRESENTATION

- a) CERTIFICATE OF RECOGNITION – STUDENT OF THE MONTH
- Briana Villasenor – Academy of Scientific Exploration

APPROVAL OF AGENDA

City Manager Kimball announced that Item No. 10 would be removed from the agenda.

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Angel Cervantes, Morningside Elementary School, introduced the school's new principal, Lowell Bernstein, who talked about promoting the school and invited all to volunteer in an upcoming event regarding reading to the students.

SAN FERNANDO CITY COUNCIL**MINUTES – February 18, 2020****Page 2**

Francella Aguilar, Republic Services, reminded everyone of the bulky item and shredding services event available to City residents on Saturday at parking lot 6N.

Jess Perry-Martin, Cesar Chávez Learning Academies ArTES Magnet, asked that the City Council consider collaborating with the school and create a subgroup regarding murals.

Jeanette Ramirez (teacher) and several students also spoke in favor of a mural partnership and emphasized the importance of empowering students to express themselves by promoting art that will also help beautify our community.

Joe Ruelas talked about Kalisher Street being a “historical place”, murals, and properties that need to be revitalized.

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

CONSENT CALENDAR

Councilmember Mendoza requested to pull Item No. 1 for further discussion.

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

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

SAN FERNANDO CITY COUNCIL**MINUTES – February 18, 2020****Page 3**

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

By consensus, the motion carried.

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

Item No. 10 was removed under Approval of Agenda.

Item Pulled for Further Discussion

- 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

In response to Councilmember Mendoza’s question whether she could vote on minutes pertaining to a meeting she did not attend, Assistant City Attorney Padilla stated that she is not voting on the accuracy of the statements in minutes, only that they were presented properly, and she could vote to approve or abstain.

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the minutes.

The motion carried with the following vote:

AYES:	Pacheco, Gonzales, Mendoza, Ballin, Fajardo – 5
NOES:	None
ABSENT:	None

SAN FERNANDO CITY COUNCIL**MINUTES – February 18, 2020****Page 4****ADMINISTRATIVE REPORTS****11) CONSIDERATION TO ADOPT A RESOLUTION AND APPROVE AN INSTALLMENT SALE AGREEMENT TO PURCHASE PROPERTY LOCATED AT 13441 FOOTHILL BOULEVARD, LOS ANGELES**

Director of Finance Diego Ibanez presented the staff report.

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

- 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.

By consensus, the motion carried.

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

Director of Finance Ibanez presented the staff report. He and City Manager Kimball replied to questions from Councilmembers.

No motion; by consensus, the presentation was received and filed.

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)

Assistant City Attorney Padilla presented the staff report and replied to various questions from Councilmembers.

A brief discussion ensued amongst Councilmembers.

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

- 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", and

SAN FERNANDO CITY COUNCIL**MINUTES – February 18, 2020****Page 5**

- 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.

The motion carried with the following vote:

AYES: Pacheco, Gonzales, Mendoza, Ballin, Fajardo – 5
NOES: None
ABSENT: None

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**

Motion by Councilmember Gonzales, seconded by Mayor Fajardo, to allow Councilmember Gonzales, and staff, to create a letter of support (verify whether Councilmembers would like to add their name/s), “send off”, and reach out to other Latino officials in the area to see if we can do a co-op. By consensus, the motion carried.

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

Councilmember Ballin gave a brief presentation.

Motion by Councilmember Ballin, seconded by Vice Mayor Pacheco, to create an ad hoc (Ballin and Mendoza) to commemorate the 100th anniversary of women’s right to vote. By consensus, the motion carried.

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

A brief discussion ensued amongst Councilmembers.

Motion by Councilmember Ballin, seconded by Councilmember Gonzales, to create a City Murals Ad Hoc Committee (Gonzales and Mendoza). By consensus, the motion carried.

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

Councilmember Ballin gave a brief presentation.

Motion by Councilmember Ballin, seconded by Mayor Fajardo, to approve a \$150 stipend for every meeting attended by the City’s representative to the Greater Los Angeles County Vector Control, staff to prepare necessary documents, and bring back as Consent item at the next meeting. By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – February 18, 2020****Page 6****STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

City Clerk Chávez announced that voting begins this Saturday, February 22nd (including San Fernando Library), the City has six Vote Centers, and she encouraged all to begin voting. She also reported the Education Commission scholarship deadline is Friday, February 21st

Director of Recreation and Community Services Julian Venegas announced upcoming events on Saturday, including the Heart, Mind, and Soul Health and Wellness Community Fair, and the Family Hike Program to meet at Wilson Canyon.

Deputy City Manager/Director of Community Development Timothy Hou talked about the American Foods and Flavors and Monster Beverage Corp. groundbreaking ceremony and he thanked Mayor Fajardo and Councilmembers Gonzales and Mendoza for attending.

Interim Public Works Director Martin Pastucha gave updates regarding the Republic Services bulky item pickup event on Saturday, and reported the Glenoaks Blvd. Rehabilitation and Traffic Improvement Project will begin early next month through September.

Director of Finance Ibanez reported the mid-year budget review will begin soon and staff is preparing for the Fiscal Year 2020-21 Budget.

City Manager Kimball reported the Glenoaks Blvd. project will also include trees along Glenoaks Blvd., thanked community members for coming out and attending the Measure A Town Hall meeting, and encouraged all to visit the City's website to see how Measure A funds are used and to leave feedback.

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

In honor of Black History Month, Councilmember Ballin read quotes from Rosa Parks and Beyonce.

Councilmember Mendoza said she was glad to have participated in the groundbreaking of American Foods and Flavors and Monster Beverage Corp. and said the Town Hall meeting was very successful and well attended.

Councilmember Gonzales also talked about the Monster Beverage Corp. event, and gave details regarding the business, distribution center, and its 200 employees.

Vice Mayor Pacheco gave updates regarding the Southern California Association of Governments meeting he attended, the presentation reviewed proposed changes to the Los Angeles International Airport including the new people mover and consolidated rental car facility, and he reminded everyone to exercise their right to vote.

Mayor Fajardo thanked City Manager Kimball for the outstanding job done regarding the Town Hall meeting, but suggested holding these on non-Council meeting dates to allow attendees more time to ask questions and congregate afterwards. He also thanked Mr. Hou on an amazing job on

SAN FERNANDO CITY COUNCIL**MINUTES – February 18, 2020****Page 7**

the Monster Beverage Corp. ceremony. He talked about the East San Fernando Valley Corridor Project and, in response, City Manager Kimball reported that staff has been working closely with Metro staff and plan to schedule a study session soon.

ADJOURNMENT (7:41 P.M.)

Motion by Councilmember Gonzales, 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 February 18, 2020, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: March 2, 2020

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 20-031 (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. 20-031

ATTACHMENT "A"**RESOLUTION NO. 20-031**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT
REGISTER NO. 20-031**

**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 2nd day of March, 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 2nd day of March, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 1
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217979	3/2/2020	891587 ABLE MAILING INC.	31412	11993	MAILING & FULFILLMENT SERVICES-FI	
				11993	072-360-0000-4300	125.71
					070-382-0000-4300	125.70
			31413		WATER ENVELOPE STORAGE-JAN 202	
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					Total :	276.41
217980	3/2/2020	893474 ACE MEDICAL ASSOCIATES INC	990042906		PROFESSIONAL SERVICES	
					001-225-0000-4350	35.00
					Total :	35.00
217981	3/2/2020	888356 ADVANCED AUTO REPAIR	1413	12017	VEHICLE MAINT., REPAIRS AND MINOR	
					041-320-0390-4400	285.55
					Total :	285.55
217982	3/2/2020	891969 ADVANCED PURE WATER SOLUTIONS	1017688		DRINKING WATER	
					001-222-0000-4300	98.55
					Total :	98.55
217983	3/2/2020	100184 ANDERSON TROPHY CO.	SO-512316	12052	YOUTH & ADULT BASKETBALL PROGR.	
					017-420-1328-4300	995.61
					Total :	995.61
217984	3/2/2020	100188 ANDY GUMP INC.	INV695015	12070	PORTABLE TOILET SERV. FOR CITY YA	
			INV695016	12070	070-384-0000-4260	330.34
			INV695017	12070	PORTABLE TOILET SERV. FOR CITY YA	
			INV695018	12070	043-390-0000-4260	211.24
				12070	PORTABLE TOILET SERV. FOR CITY YA	330.44
				12070	043-390-0000-4260	114.32
					Total :	986.34
217985	3/2/2020	100204 AQUA-METRIC SALES COMPANY	INV0076800	12167	2 - NEW 6" WATER METERS	
					070-385-0700-4600	13,917.46

Page: 1

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 2
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217985	3/2/2020	100204 100204 AQUA-METRIC SALES COMPANY	(Continued)			Total : 13,917.46
217986	3/2/2020	890411 ARC DOCUMENT SOLUTIONS, LLC	10524672		SAFE ROUTES TO SCHOOL PROJ-COP	
					012-311-0552-4600	207.73
					012-311-0553-4600	207.72
					Total :	415.45
217987	3/2/2020	102530 AT & T	818-270-2203		PD NETWORK LINE-FEB 2020	
					001-222-0000-4220	238.29
					Total :	238.29
217988	3/2/2020	889037 AT&T MOBILITY	287277903027X0208202		MODEM FOR ELECTRONIC MESSAGE	
					001-310-0000-4220	148.09
					Total :	148.09
217989	3/2/2020	889942 ATHENS SERVICES	7913097	12084	STREET SWEEPING SERVICES	
				12084	011-311-0000-4260	12,431.77
					001-343-0000-4260	2,481.26
					Total :	14,913.03
217990	3/2/2020	891209 AUTONATION SSC	319237	12158	PURCHASE OF FORD SPECIFIC PARTS	
			319363	12158	041-1215	24.08
			320040	12158	PURCHASE OF FORD SPECIFIC PARTS	
				12158	041-1215	67.67
					PURCHASE OF FORD SPECIFIC PARTS	
					041-1215	482.68
					Total :	574.43
217991	3/2/2020	889913 BALLIN, SYLVIA	REIMB.		FARE-HOTEL TO AIRPORT-LOCC NEW	
					001-101-0101-4370	43.00
					Total :	43.00
217992	3/2/2020	891796 BATTERY SYSTEMS INC	3679636		DEPT SUPPLIES	
			3685931		041-320-0000-4300	409.60
					DEPT SUPPLIES	
					041-320-0000-4300	17.55
					Total :	427.15

Page: 2

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217993	3/2/2020	892426 BEARCOM	4974130	12127	RADIO COMM. SYST. & WIRELESS BRC 001-135-0000-4260	7,610.41
					Total :	7,610.41
217994	3/2/2020	891301 BERNARDEZ, RENATE Z.	552		INTERPRETATION SRVCS-CC MTG 02/(001-101-0000-4270	250.00
					Total :	250.00
217995	3/2/2020	891890 BLODGETT BAYLOSIS	201902		CEQA EXEMPTION FOR LAND ACQUISI 070-385-0806-4270	2,000.00
					Total :	2,000.00
217996	3/2/2020	890838 BLUE TARP CREDIT SERVICES	44218042		WEED SPRAYER 043-390-0000-4300	164.99
					Total :	164.99
217997	3/2/2020	888800 BUSINESS CARD	010320		JAN 2020-(1) MONTH 200 OUTLOOK 36: 001-135-0000-4260	1,582.00
			012520		DOORKNOB BAGS 001-420-0000-4300	338.59
			020320		DRAWER ORGANIZER-PD 001-222-0000-4300	43.93
			020420		DINNER FOR CC & STAFF-CC MTG 02/(001-101-0000-4300	80.40
			020420		DINNER FOR CC & STAFF-CC MTG 02/(001-101-0000-4300	21.88
			020420		RECRUITMENT FOR PW DIRECTOR 001-106-0000-4230	325.00
			020420		LODGING-ICA ANNUAL WINTER SEMIN 001-101-0111-4370	579.65
			020520		FEB 2020-(1) MONTH 200 OUTLOOK 36 001-135-0000-4260	1,582.00
			020520		PARKING FEE-LEAGUE OF CA. CITIES 001-105-0000-4370	63.50
			020520		BUSINESS CARDS 001-420-0000-4111	33.14
					001-310-0000-4300	38.68

Page: 3

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217997	3/2/2020	888800 BUSINESS CARD	(Continued)			
			020620		INTERNATIONAL TRANSACTION FEE 001-135-0000-4260	0.27
			020620		CITY CALENDAR-FEB 2020 001-135-0000-4260	9.00
			020620		MEMBERSHIP DUES 001-130-0000-4380	110.00
			020620		MATINEE FOR SENIORS 004-2346	5.50
			020720-1		MONTIOR REPLACEMENT-PD 001-222-0000-4300	1,349.94
			020720-2		USB BLUETOOTH ADAPTER-PD 001-222-0000-4300	13.19
			021020		LUNCH-LEAGUE OF CA. CITIES CONF 001-105-0000-4370	20.49
			021020		RENTAL CAR GAS-LEAGUE OF CA. CIT 001-105-0000-4370	20.07
			021020		LODGING-LEAGUE OF CA CITIES CONI 001-105-0000-4370	611.10
			021020		HEAT LOGO STAMP-PW 043-390-0000-4340	225.30
			021120		RGSTR-2020 CPRS CONF & EXPO 001-422-0000-4370	80.00
			021220		GFOA AWARD APPLICATION 001-130-0000-4380	530.00
			021220-1		RAM UPGRADE-ADMIN 001-105-0000-4300	118.44
			021220-2		STORAGE BOXES-ADMIN 001-105-0000-4300	43.99
			021420		RGSTR-2020 NALCO ANNUAL CONF 001-101-0109-4370	700.00
			021420		ANNUAL MEMBERSHIP DUES 001-101-0109-4380	100.00
			021420		MONITOR REPLACEMENT-RCS 001-420-0000-4300	224.99
			021720		AIRFARE-LGBTQ CONF 001-101-0103-4370	142.96

Page: 4

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217997	3/2/2020	888800 BUSINESS CARD	(Continued) 021720		AIRFARE-2020 NALEO ANNUAL CONF 001-101-0109-4370	127.96
			021720		LODGING DEP-2020 NALEO ANNUAL C 001-101-0109-4370	202.95
			REIMB.		RETIREMENT PLAQUE 001-222-0000-4300	189.45
					Total :	9,514.37
217998	3/2/2020	888800 BUSINESS CARD	011320		LODGING-POST SBSLI CLASS 418 ON 001-225-0000-4370	422.61
			020720		CERTIFICATION FEE 001-222-0000-4380	55.00
			020720		ARM & ANKLE RESTRAINTS 001-225-0000-4350	114.58
			021020		COPY PAPER AND TV 001-222-0000-4300	456.91
					Total :	1,049.10
217999	3/2/2020	890368 C & M TOPSOIL, INC	86950		SOIL-DIRT FOR BASEBALL FIELDS 043-390-0000-4300	394.20
			86955		SOIL-DIRT FOR BASEBALL FIELDS 043-390-0000-4300	394.20
					Total :	788.40
218000	3/2/2020	891964 CALIFORNIA CONSULTING, LLC	4037	12172	GRANT WRITING SERVICES PSPS 001-190-0000-4270	10,000.00
					Total :	10,000.00
218001	3/2/2020	892464 CANON FINANCIAL SERVICES, INC	21120165	12133	CANON COPIERS-02/01-02/29 001-135-0000-4260	649.93
					Total :	649.93
218002	3/2/2020	892465 CANON SOLUTIONS AMERICA, INC.	4031826867	12160	SRO PRINTER MAINTENANCE & COPIE 001-135-0000-4260	364.97
					Total :	364.97

Page: 5

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218003	3/2/2020	891860 CARL WARREN & COMPANY	20000-20001		REIMB. OF ITF ACCT (LIABILITY CLAIM) 006-1037	26,000.00
					Total :	26,000.00
218004	3/2/2020	101761 CCA/KEYS CONFERENCE	TRAVEL		RGSTR FEE-KEYS CONF REQUIRED B' 001-225-3688-4360	425.00
					Total :	425.00
218005	3/2/2020	101761 CCA/KEYS CONFERENCE	TRAVEL		RGSTR FEE-KEYS CONF REQUIRED B' 001-225-3688-4360	425.00
					Total :	425.00
218006	3/2/2020	893177 CELL ENERGY	IN0005866	12033	SERV. FOR VEH. BATTERIES (DELIVER 041-1215	415.99
			IN0005906	12033	SERV. FOR VEH. BATTERIES (DELIVER 041-1215	304.17
					Total :	720.16
218007	3/2/2020	101957 CITY OF LOS ANGELES	38SF200000008		FIRE SERVICES-MARCH 2020 001-500-0000-4260	348,265.75
					Total :	348,265.75
218008	3/2/2020	892687 CORE & MAIN LP	L917774	12035	WATER AND FIRE SERVICE MATERIALS 070-385-0701-4600	871.34
					Total :	871.34
218009	3/2/2020	890896 COUNTY OF LOS ANGELES	11538		PROPERTY OWNER INFORMATION 001-150-0000-4300	51.47
					Total :	51.47
218010	3/2/2020	100562 CPRS	ID: 030523		CPRS MEMBERSHIP RENEWAL 001-420-0000-4380	170.00
					Total :	170.00
218011	3/2/2020	892151 DIESEL AIR INC.	30491		DIESEL SMOKE TESTING-EL1543 041-320-0000-4450	130.00
					Total :	130.00

Page: 6

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218012	3/2/2020	891589 DOUBLE TREE SUITES BY HILTON	TRAVEL		LODGING-POST MANAGEMENT COUR: 001-224-0000-4360	540.48 540.48
218013	3/2/2020	101010 DUTHIE POWER SERVICES INC.	A72538	12073	GENERATOR MAINTENANCE AND EME 043-390-0000-4260	533.00 533.00
218014	3/2/2020	890401 ENVIROGEN TECHNOLOGIES INC	0011606-IN	12115	MAINTENANCE, REPAIR, CONSUMABLI 070-384-0857-4260	27,029.67
			0011636-IN	12115	MAINTENANCE, REPAIR, CONSUMABLI 070-384-0857-4260	7,796.80 34,826.47
218015	3/2/2020	893473 ESQUIVEL, ERNESTO	REIMB.		REIMB-K9 SUPPLIES 001-225-0000-4270	564.32 564.32
218016	3/2/2020	890879 EUROFINS EATON ANALYTICAL, INC	L0487147	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	1,500.00
			L0490985	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0491366	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0491979	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	36.00
			L0492805	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0492810	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	152.00
			L0492811	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	75.00
			L0493204	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0493205	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0493211	12036	WATER TESTING AND ANALYSIS SERV	

Page: 7

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218016	3/2/2020	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)	12036	070-384-0000-4260	152.00
			L0493268	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	275.00
			L0493430	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0493844	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0493962	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	975.00
			L0494386	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0494632	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	152.00
			L0494633	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0494675	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0494911	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0494912	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0495177	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0495179	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	36.00
			L0495517	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00 5,429.00
218017	3/2/2020	892905 F.R. ROSAS PAVING	M.P.-1753-A	12037	TRENCH REPAIRS ON NEW WATER SE 070-383-0000-4260	1,400.00
				12037	070-383-0301-4300	5,000.00
				12037	070-383-0000-4260	4,574.00 10,974.00
218018	3/2/2020	890981 FAJARDO, JOEL	TRAVEL		PER DIEM-LGBTQ SUMMIT IN SACRAM	

Page: 8

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 9
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218018	3/2/2020	890981 FAJARDO, JOEL	(Continued)		001-101-0103-4370	40.00
					Total :	40.00
218019	3/2/2020	101147 FEDEX	6-920-59679		COURIER SERVICES	
			6-928-89739		001-190-0000-4280	78.00
					COURIER SERVICES	
					001-190-0000-4280	105.43
					Total :	183.43
218020	3/2/2020	101152 FERNANDEZ, JULIE	TRAVEL		PER DIEM-2020 ANNUAL GSMO CONFE	
					001-105-0000-4370	150.00
					Total :	150.00
218021	3/2/2020	893482 FIELDMAN, ROLAPP & ASSOCIATES	25064	12178	FINANCIAL ADVISOR SERVS FOR PRIV	
					070-385-0806-4270	15,500.00
					Total :	15,500.00
218022	3/2/2020	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS	
			209-150-5250-081292		001-222-0000-4220	568.30
			209-151-4941-102990		RADIO REPEATER-POLICE	
			209-151-4942-041191		001-222-0000-4220	45.83
			209-151-4943-081292		POLICE PAGING	
			818-361-0901-051499		001-222-0000-4220	50.73
			818-361-2385-012309		CITY YARD AUTO DIALER	
			818-361-2472-031415		070-384-0000-4220	54.86
			818-361-3958-091407		RADIO REPEATER (POLICE)	
					001-222-0000-4220	45.83
					SEWER FLOW MONITORING	
					072-360-0000-4220	64.64
					MTA PHONE LINE	
					007-440-0441-4220	111.14
					001-190-0000-4220	55.57
					PW PHONE LINE	
					070-384-0000-4220	509.01
					CNG STATION	
					074-320-0000-4220	51.85

Page: 9

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 10
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218022	3/2/2020	892198 FRONTIER COMMUNICATIONS	(Continued)		HERITAGE PARK IRRIG SYSTEM	
			818-361-7825-120512		001-420-0000-4220	56.65
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHONE L	
			818-837-7174-052096		001-222-0000-4220	54.92
			818-838-1841-112596		POLICE SPECIAL ACTIVITIES PHONE L	
			818-898-7385-033105		001-222-0000-4220	37.54
					ENGINEERING FAX MODEM	
					001-310-0000-4220	38.65
					LP FAX LINE	
					001-420-0000-4220	32.67
					Total :	1,778.19
218023	3/2/2020	890982 GONZALES, ROBERT C.	REIMB.		PARKING FEE-ICA WINTER SEMINAR	
					001-101-0111-4370	10.00
					Total :	10.00
218024	3/2/2020	101376 GRAINGER, INC.	9432310010	12022	SUPPLIES FOR BUILDING, ELECTRICA	
			9434382355	12022	043-390-0000-4300	140.65
			9444232988	12022	SUPPLIES FOR BUILDING, ELECTRICA	
					043-390-0000-4300	30.37
					Total :	193.39
					364.41	
218025	3/2/2020	893166 GRBICON, INC.	7608-05	11973	GLENOAKS SEWER & WATER IMPROVI	
			7608-06	11973	072-365-6673-4600	56,538.85
					072-2037	-2,826.94
					GLENOAKS SEWER & WATER IMPROVI	
					072-365-6673-4600	39,462.40
					072-2037	-1,973.12
					Total :	91,201.19
218026	3/2/2020	890700 GUZMAN, DANETTE	19676		ICMA LOAN REIMBURSEMENT	
					001-2426	175.72
					Total :	175.72

Page: 10

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 11
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218027	3/2/2020	893395 HAYES, JASON BENJAMIN	FEB 2020		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
218028	3/2/2020	101475 HAZARDOUS WASTE TRANSPORTATION	02-48978		HAZARDOUS MATERIAL REMOVAL 001-311-0000-4300	729.25
					Total :	729.25
218029	3/2/2020	101512 HDL, COREN & CONE	0027510-IN		CONTRACT SERVICE-PROPERTY TAX 001-130-0000-4270	1,506.79
					Total :	1,506.79
218030	3/2/2020	890360 HERRERA, NINAMARIE JULIA	FEB 2020		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
218031	3/2/2020	890583 HILTON CONCORD	TRAVEL		LODGING-KEYS CONF REQUIRED BY 001-225-3688-4360	810.87
					Total :	810.87
218032	3/2/2020	890583 HILTON CONCORD	TRAVEL		LODGING-KEYS CONF REQUIRED BY 001-225-3688-4360	810.87
					Total :	810.87
218033	3/2/2020	101511 HINDERLITER DE LLAMAS & ASSOC.	0032997-IN		CONTRACTUAL SERVICES-SALES TAX 001-130-0000-4270	12,746.90
					Total :	12,746.90
218034	3/2/2020	101593 I.M.S.A.	59405		MEMBERSHIP DUES 001-370-0301-4300	100.00
					Total :	100.00
218035	3/2/2020	101632 IACP - MEMBERSHIP	0098905		MEMBERSHIP DUES-01/01/20-12/31/20 001-222-0000-4380	190.00
					Total :	190.00
218036	3/2/2020	893051 IDEMIA IDENTITY & SECURITY	126582		ANNUAL MAINT AGREEMENT - 001-135-0000-4260	1,450.00
						Page: 11

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 12
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218036	3/2/2020	893051 893051 IDEMIA IDENTITY & SECURITY	(Continued)		Total :	1,450.00
218037	3/2/2020	101599 IMAGE 2000 CORPORATION	328619		FREIGHT FEE FOR TONER 001-420-0000-4260	13.00
			337032		VARIOUS COPIER MAINT CONTRACT 1 001-135-0000-4260	1,435.65
					072-360-0000-4450	37.56
					001-135-0000-4260	190.28
					Total :	1,676.49
218038	3/2/2020	887740 INDUSTRIAL SHOE COMPANY	1100-1216340		SAFETY BOOTS 001-346-0000-4310	100.00
					Total :	100.00
218039	3/2/2020	892682 IPS GROUP, INC.	48810	12131	SMART METER MGMT & TRANSACTION 001-190-0000-4300	816.82
			48994	12131	SMART METER MGMT & TRANSACTION 001-190-0000-4300	47.70
					Total :	864.52
218040	3/2/2020	891777 IRRIGATION EXPRESS	15173434-00	12038	MISC IRRIGATION SUPPLIES FOR REP, 043-390-0000-4300	48.26
			15173456-00	12038	MISC IRRIGATION SUPPLIES FOR REP, 043-390-0000-4300	15.57
			15173793-00	12038	MISC IRRIGATION SUPPLIES FOR REP, 043-390-0000-4300	46.53
					Total :	110.36
218041	3/2/2020	892641 KIDNEY QUEST FOUNDATION, INC.	FY19/20		CIF-2020 KIDNEY DISEASE IMPACT CO 053-101-0101-4430	406.62
					Total :	406.62
218042	3/2/2020	101795 KOSMONT & ASSOCIATES	18-0099-016	12090	REAL ESTATE ADVISORY SERVICES 001-151-0000-4270	1,840.80
					Total :	1,840.80
218043	3/2/2020	102007 L.A. COUNTY SHERIFFS DEPT.	202529BL		INMATE MEAL PROGRAM-JAN 2020 001-225-0000-4350	621.13
						Page: 12

vchlist

02/26/2020

1:52:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

13

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218043	3/2/2020	102007	102007 L.A. COUNTY SHERIFFS DEPT.		(Continued)	Total : 621.13
218044	3/2/2020	101971	L.A. MUNICIPAL SERVICES		004-750-1000	ELECTRIC-13003 BORDEN
					494-750-1000	070-384-0000-4210 113.17
					500-750-1000	WATERR-12900 DRONFIELD 81.90
					594-750-1000	070-384-0000-4210 182.65
					657-750-1000	ELECTRIC-12900 DRONFIELD 5,219.60
					694-750-1000	ELECTRIC-14060 SAYRE 10,030.25
					757-750-1000	070-384-0000-4210 4,444.58
						070-384-0000-4210 60.84
						Total : 20,132.99
218045	3/2/2020	101873	LEAGUE OF CALIFORNIA CITIES		628407	2020 MEMBERSHIP DUES
						001-190-0000-4380 8,896.00
						Total : 8,896.00
218046	3/2/2020	893063	LEON, MIGUEL		REIMB.	FOOD FOR SENIOR CLUB MTG
						004-2380 109.49
						Total : 109.49
218047	3/2/2020	893292	LOCAL GOVERNMENT		520	SENATE BILL 90 STATE MANDATED CO
				12085		001-130-0000-4270 1,750.00
						Total : 1,750.00
218048	3/2/2020	102003	LOS ANGELES COUNTY		RE-PW-20011303182	FY 2019-2020 INDUSTRIAL WASTE CHA
				12108		072-360-0000-4450 3,832.76
						Total : 3,832.76
218049	3/2/2020	892477	LOWES		2758	REC PARK ROOF REPAIR & SUPPLIES
						043-390-0000-4300 73.55
						Total : 73.55

Page:

13

Page: 13

vchlist

02/26/2020 1:52:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218050	3/2/2020	102051 M & M LANDSCAPE	7125	12059	LANDSCAPING AND PEST CONTROL 070-384-0000-4260	1,600.00
					Total :	1,600.00
218051	3/2/2020	888468 MAJOR METROPOLITAN SECURITY	1096553	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1096554	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1096555	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1096556	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1096557	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1096558	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1096559	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1096560	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1096561	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1096562	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1096563	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1096564	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1096565	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1096566	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1096567	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
					Total :	287.00
218052	3/2/2020	887918 MARISCAL JR, MARIO	TRAVEL		PER DIEM-KEYS CONF REQUIRED BY :	

Page:

14

Page: 14

vchlist

02/26/2020

1:52:29PM

Voucher List
CITY OF SAN FERNANDO

Page: 17

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218062	3/2/2020	102432 OFFICE DEPOT	(Continued)			
			442329600001		001-222-0000-4300 OFFICE SUPPLIES	284.64
			442329653001		001-222-0000-4300 OFFICE SUPPLIES	237.30
			442329655001		001-222-0000-4300 OFFICE SUPPLIES	49.49
			443121299001		001-222-0000-4300 OFFICE SUPPLIES	21.77
			443124090001		001-222-0000-4300 OFFICE SUPPLIES	28.48
			443124091001		001-222-0000-4300 OFFICE SUPPLIES	56.30
					001-222-0000-4300	57.88
					Total :	1,620.34
218063	3/2/2020	890095 O'REILLY AUTOMOTIVE STORES INC	4605-360614		VEH. SERV., MAINT. & REPAIR PARTS 041-1215	57.16
			4605-361133	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0224-4400	95.04
			4605-361142	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0311-4400	189.08
			4605-361384	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0320-4400	41.44
			4605-361385	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0390-4400	54.14
			4605-361393	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0390-4400	35.16
			4605-361876	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0311-4400	15.38
			4605-361878	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0311-4400	12.08
			4605-361992	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0390-4400	34.07
			4605-362047	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0224-4400	17.58
			4605-362795		VEH. SERV., MAINT. & REPAIR PARTS	

Page: 17

vchlist

02/26/2020

1:52:29PM

Voucher List
CITY OF SAN FERNANDO

Page: 18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218063	3/2/2020	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
				12025	041-1215	70.85
					Total :	621.98
218064	3/2/2020	893110 PACHECO, HECTOR A.	TRAVEL		PER DIEM-2019 SXSW CONF. 03/13-03/ 001-101-0102-4370	225.00
					Total :	225.00
218065	3/2/2020	890324 PEREZ, JUAN	021920	12026	REFEREE/SCOREKEEPING SUMMER/V 017-420-1328-4260	611.50
					Total :	611.50
218066	3/2/2020	889545 PEREZ, MARIBEL	REIMB.		MILEAGE REIMB.WOMEN LEADING GO 001-420-0000-4390	32.78
					Total :	32.78
218067	3/2/2020	892957 PIONEER FIRE PROFESSIONALS INC	367599		FIRE EXTINGUISHER SERVICE-ALL VEI 041-320-0000-4260	437.92
			367704		FIRE EXTINGUISHERS MAINT-WATER SI 070-384-0000-4330	196.33
			367712		FIRE EXTINGUISHERS SERVICED 001-222-0000-4320	248.06
					Total :	882.31
218068	3/2/2020	890994 PONCE, JOE	FEB 2020		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
218069	3/2/2020	892131 PROHEALTH-VALLEY OCCUPATIONAL	00225865-00		DOT DRIVER PHYSICAL 001-106-0000-4260	80.00
					Total :	80.00
218070	3/2/2020	892997 PROK9	076		K9 TRAINING-JULY2019-JUNE2020 001-225-0000-4360	2,100.00
					Total :	2,100.00
218071	3/2/2020	890004 PTS	2038032		PD PAY PHONE-MARCH 2020 001-190-0000-4220	62.64

Page: 18

vchlist
02/26/2020 1:52:29PM

Voucher List
CITY OF SAN FERNANDO

Page: 19

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218071	3/2/2020	890004 890004 PTS	(Continued)		Total :	62.64
218072	3/2/2020	102782 RAMIREZ, JOSE A.	031420		MUSIC FOR SENIOR CLUB-03/14/20 004-2380	1,150.00
					Total :	1,150.00
218073	3/2/2020	892368 REYES, MIGUEL ANGEL	01/13-02/21		INSTRUCTOR-LIFTING & ENERGY TRA 017-420-1322-4260	210.00
					Total :	210.00
218074	3/2/2020	887872 ROSENBERG, IRWIN	REIMB.		PARKING-POST MANAGEMENT COURSE 001-224-0000-4360	50.00
			TRAVEL		PER DIEM-POST MANAGEMENT COUR 001-224-0000-4360	160.00
			TRAVEL		PER DIEM-KEYS CONF REQUIRED BY : 001-225-3688-4360	110.00
					Total :	320.00
218075	3/2/2020	892036 ROTHSCCHILD, DEBORAH	01/13-02/21	12123	AEROBICS INSTRUCTOR (SENIOR EXE 017-420-1322-4260	600.00
					Total :	600.00
218076	3/2/2020	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-787300	12050	ST. LIGHTING, PARKING LOT LIGHTING 001-370-0301-4300	156.48
					Total :	156.48
218077	3/2/2020	893156 RUIZ CARRILLO, MARIA DE LA PAZ	021520		SENIOR CLUB DANCE CLEAN UP ON 0 004-2380	208.00
			031420		SENIOR CLUB DANCE CLEAN UP ON 0 004-2380	208.00
					Total :	416.00
218078	3/2/2020	893481 SAMUEL A RAMIREZ & CO., INC	0001	12177	PLACEMENT AGENT SERVICES 070-385-0806-4270	15,000.00
					Total :	15,000.00
218079	3/2/2020	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		UNIT LIABILITY INSURANCE FEE WITH 001-226-0230-4380	60.00

Page: 19

vchlist
02/26/2020 1:52:29PM

Voucher List
CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218079	3/2/2020	887575 887575 SAN FERNANDO EXPLORER POST 521	(Continued)			
					Total :	60.00
218080	3/2/2020	103050 SAN FERNANDO PET HOSPITAL	020420		VET SERVICES 001-225-0000-4270	811.00
					Total :	811.00
218081	3/2/2020	103057 SAN FERNANDO VALLEY SUN	10766		DISPLAY AD-MEASURE A TOWN HALL M	
			10777		001-190-0000-4267	1,597.68
					LEGAL PUBLICATION-ORD NO. 1691	
					001-115-0000-4230	462.50
					Total :	2,060.18
218082	3/2/2020	889023 SAN GABRIEL VALLEY	2020-2021		MEMBERSHIP DUES 2020-2021	
					001-222-0000-4380	250.00
					Total :	250.00
218083	3/2/2020	103170 SIRCHIE FINGER PRINT	0433564-IN		EVIDENCE SUPPLIES	
					001-222-0000-4300	88.12
					Total :	88.12
218084	3/2/2020	103184 SMART & FINAL	28502		MISC SUPPLIES-ENP VALENTINE'S	
			004-2346			30.88
			36378		SUPPLIES FOR SENIOR DANCE	
			44875		004-2380	167.01
			44876		SUPPLIES-SR DANCE	
					004-2380	91.33
					SUPPLIES FOR SUPPORT SRVS	
			50086		004-2346	71.08
			50087		SUPPLIES FOR PARK AVE CLUB	
					004-2382	27.86
			50088		MISC SUPPLIES FOR SUPPORT SRVS	
					004-2346	70.18
					MEETING SUPPLIES	
					004-2380	38.22
					Total :	496.56
218085	3/2/2020	892367 SOLIS, MARGARITA	124-127		L P SENIOR PETTY CASH REIMB.	
					004-2380	98.37

Page: 20

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 23
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218094	3/2/2020	103903 103903 TIME WARNER CABLE	(Continued)			Total : 681.72
218095	3/2/2020	103403 TRAFFIC PARTS INC.	492979		FLASHERS 001-370-0301-4300	386.95 Total : 386.95
218096	3/2/2020	103413 TRANS UNION LLC	01005232		CREDIT CHECKS 001-222-0000-4260	114.63 Total : 114.63
218097	3/2/2020	103463 U.S. POSTMASTER	FEB 2020		POSTAGE-FEB UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	540.27 540.27 Total : 1,080.54
218098	3/2/2020	893167 UNITED MAINTENANCE SYSTEMS	14540	12002	JANITORIAL SERVICES-JAN 2020 043-390-0000-4260	18,935.00 Total : 18,935.00
218099	3/2/2020	892612 URBAN FUTURES, INC	0120-002	11954	FISCAL ADVISOR SERVICES PENSION 001-190-0000-4267	5,250.00 Total : 5,250.00
218100	3/2/2020	891220 VAN LANT & FANKHANEL, LLP	022420	12056	CITY'S ANNUAL AUDIT SERVICES 001-130-0000-4270 070-381-0000-4270 072-360-0000-4270 001-130-0000-4270 070-381-0000-4270 072-360-0000-4270	13,650.00 2,275.00 2,275.00 2,437.50 406.25 406.25 Total : 21,450.00
218101	3/2/2020	889644 VERIZON BUSINESS	63324576		CITY HALL LONG DISTANCE 001-190-0000-4220	51.05
			63324577		CITY YARD LONG DISTANCE 070-384-0000-4220	15.32
			63324578		CITY HALL LONG DISTANCE & INTRAL 001-190-0000-4220	25.52

Page: 23

vchlist 02/26/2020 1:52:29PM		Voucher List CITY OF SAN FERNANDO				Page: 24
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218101	3/2/2020	889644 VERIZON BUSINESS	(Continued) 63324579		POLICE LONG DISTANCE 001-222-0000-4220	118.44
			63324580		CITY YARD LONG DISTANCE 070-384-0000-4220	10.21
			63324581		PARK LONG DISTANCE 001-420-0000-4220	15.56
			63325119		ENGINEERING LONG DISTANCE 001-310-0000-4220	5.10
			63325130		CITY HALL LINES 001-190-0000-4220	77.04 Total : 318.24
218102	3/2/2020	100101 VERIZON WIRELESS-LA	9848027680		PW CELL PHONE PLAN 072-360-0000-4220 001-101-0102-4220 001-105-0000-4220	61.25 54.26 55.63 Total : 171.14
218103	3/2/2020	103579 VICA	13139		2020 MEMBERSHIP DUES - 03/01/20-02 001-190-0000-4260	660.00 Total : 660.00
218104	3/2/2020	888390 WEST COAST ARBORISTS, INC.	1-5504 156269-A 1-5671	12093 12093 12165	CITY WIDE TREE MAINT. SERVICE 012-311-0560-4600 CITY WIDE TREE MAINT. SERVICE 012-311-0560-4600 CITY PARKING LOTS TREE & BUSH PL 029-335-0000-4600	576.00 10,340.00 13,069.00 Total : 23,985.00
218105	3/2/2020	889138 WIEDER, CAROL	020420		INTERPRETATION SRVS-CC MTG 02/03 001-101-0000-4270	250.00 Total : 250.00
218106	3/2/2020	891531 WILL DAN ENGINEERING	003-31671	12118	ENGINEERING SERVICES 001-310-0000-4270	13,325.00

Page: 24

Page: 25

Page: 25

Page: 26

Page: 26

SPECIAL CHECKS

vchlist

02/12/2020

1:08:10PM

Voucher List

CITY OF SAN FERNANDO

Page:

1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217448	1/9/2020	103648 CITY OF SAN FERNANDO	PR 1-10-20		REIMB FOR PAYROLL W/E 1/3/2020	
					001-1003	434,025.85
					007-1003	298.72
					008-1003	2,270.03
					017-1003	4,240.50
					027-1003	5,159.70
					029-1003	2,924.65
					030-1003	3,349.09
					041-1003	11,469.66
					043-1003	24,513.02
					070-1003	37,962.01
					072-1003	23,264.49
					094-1003	158.31
					110-1003	4,507.52
					Total :	554,143.55
217449	1/9/2020	893380 CHAVEZ, DANIEL	112919		FACE PAINTING SERVICES-TREE LIGH	
					004-2359	150.00
					Total :	150.00
217450	1/13/2020	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - JANUARY 202	
					001-1160	12,008.80
					Total :	12,008.80
217451	1/13/2020	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - JANUARY 202	
					001-1160	234.96
					Total :	234.96
217452	1/13/2020	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - JANUARY 2020	
					001-1160	2,471.00
					Total :	2,471.00
217453	1/13/2020	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - JANUARY 2020	
					001-1160	3,795.38
					Total :	3,795.38

Page:

1

vchlist

02/12/2020

1:08:10PM

Voucher List

CITY OF SAN FERNANDO

Page:

2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217610	1/21/2020	101688 J & R AUDIO	3502	12099	SOUND, STAGE, AND TECHNITIONS	
					001-424-0000-4260	3,300.00
					Total :	3,300.00
217611	1/23/2020	103648 CITY OF SAN FERNANDO	PR 1-24-20		REIMB FOR PAYROLL W/E 1/17/20	
					001-1003	421,062.52
					007-1003	288.30
					008-1003	2,292.41
					017-1003	3,197.45
					027-1003	4,718.57
					029-1003	2,718.59
					030-1003	3,518.55
					041-1003	11,913.46
					043-1003	23,934.43
					070-1003	39,187.01
					072-1003	23,576.55
					094-1003	158.31
					110-1003	751.00
					Total :	537,317.15
217730	1/29/2020	891825 UNITED STATES TREASURY	95-6000779		FORM 941-4TH QTRTR 2019	
					001-190-0000-4450	128.79
					Total :	128.79
217731	1/29/2020	103255 STATE BOARD OF EQUALIZATION	58-101099		VENDOR USE FUEL TAX RETURN-2019	
					074-320-0000-4457	7,090.50
					Total :	7,090.50
217732	1/29/2020	891825 UNITED STATES TREASURY	OCT-DEC 2019		EXCISE TAX QRTLY PYMNT-12/31/19	
					074-320-0000-4457	3,704.43
					Total :	3,704.43
11 Vouchers for bank code :		bank3			Bank total :	1,124,344.56
11 Vouchers in this report					Total vouchers :	1,124,344.56

Page:

2

vchlist

Voucher List

Page: 3

02/12/2020 1:08:10PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

Voucher Registers are not final until approved by Council.

Page: 3

SPECIAL CHECK

vchlist

02/13/2020

3:12:31PM

Voucher List

CITY OF SAN FERNANDO

Page:

1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217976	2/13/2020	893115 P.E.R.S. CITY RETIREMENT	100000015858078		EMPLOYER CONTRIB VARIANCE-11/23 001-1160	3,116.63
Total :						3,116.63
1 Vouchers for bank code : bank3						Bank total : 3,116.63
1 Vouchers in this report						Total vouchers : 3,116.63

Voucher Registers are not final until approved by Council.

Page:

1

SPECIAL CHECK

vchlist

02/12/2020

1:24:21PM

Voucher List

CITY OF SAN FERNANDO

Page:

1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217975	2/12/2020	893207 ENCORE ESCROW COMPANY INC	ESCROW NO. 10524-MG		ESCROW NO. 10524-MG 070-385-0000-4615	28,500.00
Total :						28,500.00
1 Vouchers for bank code : bank3						Bank total : 28,500.00
1 Vouchers in this report						Total vouchers : 28,500.00

Voucher Registers are not final until approved by Council.

Page:

1

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: March 2, 2020

Subject: Consideration to Award a Professional Services Agreement to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive the formal bid requirements and award a Professional Services Agreement (Attachment "A" - Contract No. 1944) to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation Project in an amount not-to-exceed \$110,653;
- b. Authorize the City Manager to approve change orders in an amount not-to-exceed \$12,120 to cover unforeseen issues related to the renovation project or include additional items in the scope of work;
- c. Adopt Resolution No. 7987 (Attachment "B") to increase the revenue and expenditures of Fiscal Year (FY) 2019-2020 Grant Fund 010 Capital Projects to \$122,773; and
- d. Authorize the City Manager to execute the Agreement and all related documents.

BACKGROUND:

1. In 1992, the Safe Neighborhood Parks Proposition (Prop. A) established the Los Angeles County Regional Park and Open Space District (RPOSD) as a special assessment district whose boundary is congruent with the boundary of Los Angeles County. The measure set the term for the assessment at 22 years and identified the specific projects and competitive grant programs RPOSD would administer.
2. On November 5, 1996, voters approved an additional Prop. A assessment for RPOSD. The revenues generated by the two assessments would fund Park related Capital Projects, provide Maintenance and Servicing Funds (M&S Funds) to subsidize the cost of maintaining and operating those Park related Capital Projects, and Administration funds for the administrative operations of the District until Fiscal Year (FY) 2018-2019.

Consideration to Award a Professional Services Agreement to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation ProjectPage 2 of 3

3. M&S Funds are allocated annually to eligible entities as designed in the 1996 Proposition. Prop. A M&S Funds can be used to offset increased maintenance costs resulting from a Prop. A funded project or used to pay extraordinary costs associated with the maintenance of a funded project.
4. From FY 1993-1994 through FY 2018-2019, the City applied for, and was awarded, Prop. A Funds for several Park related Capital Projects. Among the awarded projects was the Las Palmas Park Field Renovation Project, the Las Palmas Park Youth and Senior Activity Center Project, and the San Fernando Regional Pool Facility Project.
5. These projects qualified the City for a 15% annual allocation of the proceeds of assessments levied and collected by the RPOSD. Although the City accrued approximately \$507,755 in assessments during Prop. A's 26-year term, not all M&S Funds were utilized. A balance of \$122,773 remains in the City's M&S Funds account.

ANALYSIS:

The Las Palmas Park Activity Center hosts a wide array of recreational programs and services for San Fernando residents and surrounding communities. The last major renovation to the Park was the completion of the Las Palmas Park Youth and Senior Activity Center Project (Community Center) in 2004. The Community Center operates seven days a week and has an estimated 2,789 patron visitations per month. Over the past 16 years, the Community Center has experienced substantial foot traffic that has caused extensive wear and tear to the Community Center, especially the Banquet Room and Lobby area.

Recreation and Community Services (RCS) staff met and discussed the need to renovate the Las Palmas Park Banquet Room and Lobby with RPOSD staff and to confirm the proposed improvements to the Banquet Room and Lobby qualify as an extraordinary cost under M&S Funds guidelines. RCS staff subsequently applied, and have been granted, approval by Los Angeles County RPOSD staff to use M&S Funds for the renovation of these two facilities.

The proposed renovations to the Las Palmas Park facility include refurbishing and painting the Banquet room and Kitchen, installing security windows at the reception desk, repairing the ADA doors at the Main entrance, and improving the ADA accessibility of the parking spaces in front of the Main entrance. A detailed description of the renovation project is provided in the Vincor Construction Inc. Scope of Work (Attachment "A", Exhibit "1").

RCS staff conducted a walk-through of Las Palmas Park with Vincor Construction Inc. to determine the cost of the Banquet Room and Lobby Renovation Project. Based on the Scope of Work (Attachment "A", Exhibit "1") provided by Vincor Construction Inc., the cost of the project is \$110,653. Staff is also requesting authority to approve additional work up to \$12,120 to account

Consideration to Award a Professional Services Agreement to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation ProjectPage 3 of 3

for any unforeseen issues related to the renovation project or to include additional work to fully expend the available Prop. A M&S Funds.

Staff proposes to forgo the formal bidding process and instead take advantage of a cooperative purchasing agreement with Source-Well (formerly the National Joint Powers Alliance). Source-Well competitively bids construction tasks with pre-set unit prices and specifications for general construction services including materials, equipment, and labor costs. The California Government Code 6500 and the City's Purchasing Ordinance authorizes public agencies to participate in cooperative purchasing agreements like those established by Source-Well, while still remaining within the City's adopted rules and procedures for purchasing. The contractual agreements between Vincor Construction Inc., Source-Well, and National Joint Powers Alliance are attached as Exhibits "2" and "3" of Attachment "A."

BUDGET IMPACT:

The FY 2019-2020 budget allocated \$121,483 in revenue and expenditures to the Recreation and Community Services Grants accounts 010-3683-3709 and 010-422-3709-4600 based on RPOSD's available funds notice. The M&S Fund bears interest and subsequently the City's available M&S Funds increased by \$1,290 since the RPOSD's notification of available funds and the adoption of the FY 2019-2020 budget, for a grand total of \$122,773.

The adoption of Resolution No. 7987 allows an increase of revenue and expenditures of the FY 2019-2020 Grant Funds Capital Projects Fund 010 budget by \$1,290 for a total allocation of \$122,773. The amount is sufficient to cover the Professional Services Agreement with Vincor Construction Inc. as well as any additional work that may arise during the course of construction. The project would be funded entirely by the RPOSD Prop. A M&S Funds.

CONCLUSION:

It is recommends that the City council waive formal bid requirements and award a Professional Services Agreement with Vincor Construction Inc. for the Las Palmas Park Banquet Room and Lobby Renovation Project.

ATTACHMENTS:

- A. Contract No. 1944 with Exhibits "1", "2" and "3"
- B. Resolution No. 7987



ATTACHMENT "A"
CONTRACT NO. 1944

PROFESSIONAL SERVICES AGREEMENT

Vincor Construction, Inc.

Las Palmas Park Banquet Room and Lobby Renovation Project

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of March 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Vincor Construction, Inc. a 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 "1"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

1.2 **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 **Five (5)** calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than **Ninety (90)** calendar 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 – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**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 detailed in the Contractor's Price Proposal Summary (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 TEN THOUSAND, SIX HUNDRED FIFTY THREE DOLLARS (\$110,653.00) (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 Ten (10) 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.

- 1.5 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

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 3 of 17

after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY 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 the Director of Recreation and community Services (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 John Kang Vice, President 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 – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**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, training,

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 5 of 17

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 – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**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.
- 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.

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 7 of 17

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

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 8 of 17

- 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 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

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 9 of 17

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 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

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 10 of 17

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
 - 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

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 11 of 17

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 (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 12 of 17

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

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

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

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 13 of 17

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.
- 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:

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 14 of 17

CONSULTANT:

Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
Attn: John Kang, Vice President
Phone: (714) 528-2900
Fax: (714) 528-2901
Email: John@vincorinc.com

CITY:

City of San Fernando
Recreation and Community Services
208 Park Street, San Fernando, CA 91340
Attn: Director of Recreation and
Community Services
Phone: (818) 898-1290
Fax: (818) 898-2155

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, 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.

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 15 of 17

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

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 16 of 17

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 – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**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**VINCOR CONSTRUCTION, INC. A
CALIFORNIA COPORATION**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney



Work Order Signature Document

EZIQC Contract No.: CA-08-SL-B-B-030618-VC1

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 069024.00

Work Order Date: 10/01/2019

Work Order Title: Las Palmas Park rehab project

Owner Name: The City of San Fernando

Contractor Name: Vincor Construction Inc.

Contact: Julian Venegas

Contact: John Kang

Phone: 818-898-7381

Phone: 714-528-2900

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-08-SL-B-B-030618-VC1.

Brief Work Order Description:

The Las Palmas Park project will involve refurbishing the banquet room, adding security windows to the reception desk, and re-configuring the parking lot to add a trash bin enclosure. Also have plans to refurbish the patio restrooms.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$110,652.60

Owner Purchase Order Number:

Approvals

The City of San Fernando

Date

Contractor

Date



Detailed Scope of Work

To: John Kang
Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
714-528-2900

From: Julian Venegas
The City of San Fernando
117 Macneil St.
San Fernando, CA 91340
818-898-7381

Date Printed: October 01, 2019

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

Brief Scope: The Las Palmas Park project will involve refurbishing the banquet room, adding security windows to the reception desk, and re-configuring the parking lot to add a trash bin enclosure. Also have plans to refurbish the patio restrooms.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached DSOW

Subject to the terms and conditions of JOC Contract **CA-08-SL-B-B-030618-VCI**.

Contractor

Date

The City of San Fernando

Date

Las Palmas Park rehab project

Detailed Scope of Work

01 - BANQUET ROOM AND KITCHEN – FLOORING AND PAINTING:

1. Demo and remove existing VCT, cove base wainscot wall covering.
2. Demo and remove existing kitchen counter top, sink and faucet.
3. Prep existing floor and install new LVT and cove base.
4. Patch existing drywall from wainscot wall covering removal to match existing finish.
5. Prep and paint existing walls up to 10' high in the banquet room. Prep and paint walls and ceiling in kitchen. Prep and paint door frames, doors and windows.
6. Furnish and install new crash/chair rail at existing banquet room locations.
7. Remove and re-install existing paper towel dispenser, soap dispenser and garbage disposal in kitchen.
8. Furnish and install new solid surface counter top with back splash, new stainless steel double bowl sink and faucet.
9. Remove and replace existing receptacle outlets and light switches.

04 – FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR:

1. Furnish and install new storefront system and glazing with required support reinforcing to sit on top of existing counter top. Provide (2) speak hole covers for workstations.
2. Furnish and install new storefront door with exit device, hardware and trim.
3. Provide wall blocking, patch wall and repair ceiling tiles as required.

06 – MAIN ENTRANCE AND PATIO DOOR – ADA DOOR OPERATOR:

1. Prep (1) existing main entrance door and patio door for new electrified hardware.
2. Provide and install new door operators, sensors, geared continuous hinges, closers and wireless push buttons for (1) main entrance and (1) patio door.
3. Remove and replace with new electrified hardware and power supply as required.
4. Provide power for new door operators.
5. Patch and repair existing as needed.
6. Existing door and frame to remain. Protect in place.

08 – FRONT ENTRANCE WALKWAY PATH:

1. Convert existing planter/parking stall area to new walkway path of travel. Contractor not responsible for existing surrounding conditions that does not comply with ADA requirements.
2. Provide regulated work area utilizing caution tape, delineators and temporary fence to demarcate the regulated construction work area.
3. Saw cut and demo existing for new walkway path.
4. Demo and remove (2) existing shrubs in planter area.
5. Provide excavation, backfilling and compaction. Remove and haul away existing spoils.
6. Install new asphalt and base for new walkway and repair existing asphalt and curb affected by construction.

7. Modify and repair sprinkler line affected by construction.
8. Stripe new walkway area and ADA signage at existing parking stall.
9. Install new ADA sign and post.
10. All work to be performed as per plan dated 7/1/19 and email dated 7/10/19 with response to contractor questions.

Clarifications:

- Any additional work due to unforeseen conditions will be treated as a supplemental to the work order.
- Excludes and design, engineering, permit and plan check fees.
- Excludes any ACM/Lead testing and/or abatement.
- All furniture and personal items to be moved by others.
- Excludes any moisture testing and moisture barrier for existing flooring.
- Excludes any portable toilets for public use.

Contractor's Price Proposal - Summary

Date: October 01, 2019

Re: IQC Master Contract #: CA-08-SL-B-B-030618-VCI
Work Order #: 069024.00
Owner PO #:
Title: Las Palmas Park rehab project
Contractor: Vincor Construction Inc.
Proposal Value: \$110,652.60

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING	\$64,923.27
04 - FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR	\$16,101.07
06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR	\$21,173.26
08 - FRONT ENTRANCE WALKWAY PATH	\$8,455.00
Proposal Total	\$110,652.60

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: October 01, 2019

Re: IQC Master Contract #: CA-08-SL-B-B-030618-VCI
 Work Order #: 069024.00
 Owner PO #:
 Title: Las Palmas Park rehab project
 Contractor: Vincor Construction Inc.
 Proposal Value: \$110,652.60

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$1,397.56
			Installation	Quantity 1,270.51 x Unit Price 1.00 x Factor 1.1000 = Total 1,397.56	
				BOND FEE - (\$63,525.71 X 2% = \$1,270.51)	
2	01 22 23 00 0158		WK	>1,000 to 2,000 CFM Portable Air Scrubber	\$479.53
			Installation	Quantity 1.00 x Unit Price 452.05 x Factor 1.0608 = Total 479.53	
				DUST CONTROL - MINIMIZE DUST WORKING IN OCCUPIED AREA DURING BUSINESS HOURS	
3	01 74 19 00 0016		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$710.70
			Installation	Quantity 1.00 x Unit Price 669.97 x Factor 1.0608 = Total 710.70	
				GENERAL DEBRIS	
4	06 16 33 00 0014		SF	3/4" Interior BC Plywood Wall SheathingApplied to wall studs.	\$181.40
			Installation	Quantity 50.00 x Unit Price 2.58 x Factor 1.0608 = Total 136.84	
			Demolition	50.00 x 0.84 x 1.0608 = 44.55	
				COUNTER TOP SUBSTRATE - (25' X 2' = 50)	
5	09 23 13 00 0018		SF	Smooth Finish Two Coats Gypsum Plaster On Walls	\$4,484.13
			Installation	Quantity 824.00 x Unit Price 5.13 x Factor 1.0608 = Total 4,484.13	
				PATCH EXISTING SURFACES FROM REMOVAL OF WAINSCOT WALL COVERING - (206' X 4'H = 824)	
6	09 65 13 13 0007		LF	4" High, 1/8" Rubber Base, Group 2 All (Except White)	\$1,038.74
			Installation	Quantity 272.00 x Unit Price 2.61 x Factor 1.0608 = Total 753.08	
			Demolition	272.00 x 0.99 x 1.0608 = 285.65	
				COVE BASE: BANQUET - (206) KITCHEN - (66) TOTAL = 272	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

7	09	65	13	33	0003	SF	1/4" Thick, Flexible Self Leveling Cementitious Underlayment With Liquid Latex Modifiers								\$5,010.18
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,762.00	1.71	x	1.0608		5,010.18		
							FLOOR PREP:								
							BANQUET - (64' X 39' = 2496)								
							KITCHEN - (14' X 19' = 266)								
							TOTAL = 2762								
8	09	65	13	36	0016	LF	1/4" To 1/4" Material x 2-1/2", Vinyl, Wheeled Traffic Transition (Johnsonite CTA-XX-M)								\$113.55
							Installation	Quantity	Unit Price	Factor	=	Total			
								24.00	4.46	x	1.0608		113.55		
							TRANSITION STRIP:								
							DOUBLE DOORS - (6' X 3EA = 18)								
							SINGLE DOOR - (3' X 2EA = 6)								
							TOTAL = 24								
9	09	65	13	36	0016	0156	MOD	For >20 To 40, Add							\$18.08
							Installation	Quantity	Unit Price	Factor	=	Total			
								24.00	0.71	x	1.0608		18.08		
10	09	65	19	23	0014		SF	2.5mm Thick, Luxury Vinyl Tile (LVT) (Mannington Amtico)							\$25,548.99
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,762.00	7.73	x	1.0608		22,648.36		
							Demolition	Quantity	Unit Price	Factor	=	Total			
								2,762.00	0.99	x	1.0608		2,900.63		
							REPLACE FLOORING:								
							BANQUET - (64' X 39' = 2496)								
							KITCHEN - (14' X 19' = 266)								
							TOTAL = 2762								
11	09	65	19	23	0014	0161	MOD	For >1,000 To 3,000, Deduct							-\$468.79
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,762.00	-0.16	x	1.0608		-468.79		
12	09	91	23	00	0062		SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work							\$1,500.40
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,720.00	0.52	x	1.0608		1,500.40		
							BANQUET - (206' X 10'H = 2060)								
							KITCHEN - (66' X 10'H = 660)								
							TOTAL = 2720								
13	09	91	23	00	0062	0288	MOD	For >2,500 To 5,000, Deduct							-\$86.56
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,720.00	-0.03	x	1.0608		-86.56		
14	09	91	23	00	0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work							\$2,971.94
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,720.00	1.03	x	1.0608		2,971.94		
							BANQUET - (206' X 10'H = 2060)								
							KITCHEN - (66' X 10'H = 660)								
							TOTAL = 2720								
15	09	91	23	00	0064	0271	MOD	For Each Coat With Egg Shell Finish, Add							\$28.85
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,720.00	0.01	x	1.0608		28.85		
16	09	91	23	00	0064	0288	MOD	For >2,500 To 5,000, Deduct							-\$144.27
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,720.00	-0.05	x	1.0608		-144.27		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

17	09	91	23	00	0151	SF	Paint Interior Drywall/Plaster Ceiling, 1 Coat Primer, Brush/Roller Work									\$172.13
						Installation	Quantity	Unit Price	Factor	=	Total					
							266.00	0.61	1.0608		172.13					
							KITCHEN CEILING - (14' X 19' = 266)									
18	09	91	23	00	0151	0287	MOD	For >250 To 500, Add								\$22.57
							Quantity	Unit Price	Factor	=	Total					
							266.00	0.08	1.0608		22.57					
							KITCHEN CEILING - (14' X 19' = 266)									
19	09	91	23	00	0153		SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work								\$313.21
							Quantity	Unit Price	Factor	=	Total					
							266.00	1.11	1.0608		313.21					
							KITCHEN CEILING - (14' X 19' = 266)									
20	09	91	23	00	0153	0287	MOD	For >250 To 500, Add								\$42.33
							Quantity	Unit Price	Factor	=	Total					
							266.00	0.15	1.0608		42.33					
							KITCHEN CEILING - (14' X 19' = 266)									
21	09	91	23	00	0242		LF	Paint Interior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work								\$160.68
							Quantity	Unit Price	Factor	=	Total					
							187.00	0.81	1.0608		160.68					
							DOOR FRAME - (17' X 11EA = 187)									
22	09	91	23	00	0244		LF	Paint Interior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work								\$353.10
							Quantity	Unit Price	Factor	=	Total					
							187.00	1.78	1.0608		353.10					
							DOOR FRAME - (17' X 11EA = 187)									
23	09	91	23	00	0259		EA	Paint Interior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work								\$74.23
							Quantity	Unit Price	Factor	=	Total					
							2.00	34.99	1.0608		74.23					
							DOOR - 1 SIDE PAINT (EXT EXIT DOORS)									
24	09	91	23	00	0261		EA	Paint Interior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work								\$131.82
							Quantity	Unit Price	Factor	=	Total					
							2.00	62.13	1.0608		131.82					
							DOOR - 1 SIDE PAINT (EXT EXIT DOORS)									
25	09	91	23	00	0262		EA	Paint Interior Wood Door, Both Faces, 1 Coat Primer, Brush/Roller Work								\$599.47
							Quantity	Unit Price	Factor	=	Total					
							9.00	62.79	1.0608		599.47					
							DOOR - 2 SIDE PAINT - (INT DOORS)									
26	09	91	23	00	0264		EA	Paint Interior Wood Door, Both Faces, 2 Coats Paint, Brush/Roller Work								\$1,067.76
							Quantity	Unit Price	Factor	=	Total					
							9.00	111.84	1.0608		1,067.76					
							DOOR - 2 SIDE PAINT - (INT DOORS)									
27	09	91	23	00	0276		EA	>26 To 34 SF Window Size, Paint Interior Metal Window Including Trim, Brush/Roller Work								\$1,065.04
							Quantity	Unit Price	Factor	=	Total					
							8.00	125.50	1.0608		1,065.04					
							WINDOWS - (4 X 8 = 8EA)									
28	09	91	23	00	0276	0306	MOD	For >5 To 10, Deduct								-\$53.29
							Quantity	Unit Price	Factor	=	Total					
							8.00	-6.28	1.0608		-53.29					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

29	09	91	43	00	0013	SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces		\$884.96
						Installation	Quantity 1,896.00 x Unit Price 0.44 x Factor 1.0608 = Total 884.96		
							PREP EXISTING SURFACES: BANQUET - (206' X 6'H = 1236) KITCHEN - (66' X 10'H = 660) TOTAL = 1896		
30	09	91	43	00	0014	SF	Scrape, Repair And Sand Severely Damaged Drywall Surfaces		\$725.50
						Installation	Quantity 824.00 x Unit Price 0.83 x Factor 1.0608 = Total 725.50		
							PREP EXISTING SURFACES FROM REMOVAL OF WAINSCOT WALL COVERING - (206' X 4'H = 824)		
31	09	91	43	00	0016	SF	Chemical Clean, Brush And Wash, Metal Surfaces, Surface Preparation		\$105.14
						Installation	Quantity 187.00 x Unit Price 0.53 x Factor 1.0608 = Total 105.14		
							PREP DOOR FRAME - (17' X 11EA = 187)		
32	09	91	43	00	0016	0337	MOD	For >100 To 250, Add	\$29.76
						Installation	Quantity 187.00 x Unit Price 0.15 x Factor 1.0608 = Total 29.76		
33	09	91	43	00	0038	SF	Sanding Wood Paneling, Boards, Doors, Etcetera		\$267.32
						Installation	Quantity 420.00 x Unit Price 0.60 x Factor 1.0608 = Total 267.32		
							PREP DOORS: 1 SIDE - (21SF X 2EA = 42) 2 SIDE - (21SF X 9EA X 2 BOTH SIDES = 378) TOTAL = 420		
34	09	91	43	00	0038	0338	MOD	For >250 To 500, Add	\$35.64
						Installation	Quantity 420.00 x Unit Price 0.08 x Factor 1.0608 = Total 35.64		
35	10	26	16	13	0004	LF	4" High, 5/16" Deep, Polycarbonate Crash Rail (Pawling CR-4)		\$3,061.53
						Installation	Quantity 206.00 x Unit Price 10.66 x Factor 1.0608 = Total 2,329.47		
						Demolition	206.00 x 3.35 x 1.0608 = 732.06		
							CHAIR/CRASH RAILS IN BANQUET ROOM		
36	10	26	16	13	0004	0163	MOD	For >100 To 200, Deduct	-\$513.53
						Installation	Quantity 206.00 x Unit Price -2.35 x Factor 1.0608 = Total -513.53		
37	10	26	23	00	0002	SF	0.030" Rigid Vinyl, Impact Resistant Wall Covering (Pawling WC-30)		\$1,826.87
						Installation	Quantity 0.00 x Unit Price 6.37 x Factor 1.0608 = Total 0.00		
						Demolition	824.00 x 2.09 x 1.0608 = 1,826.87		
							DEMO ONLY - EXISTING WALL COVERING - (206' X 4'H = 824)		
38	10	28	13	13	0011	EA	Surface Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick Contura B-4262)		\$59.99
			X			Installation	Quantity 1.00 x Unit Price 37.70 x Factor 1.0608 = Total 39.99		
			X			Demolition	1.00 x 18.85 x 1.0608 = 20.00		
							REMOVE AND REINSTALL EXISTING PAPER TOWEL DISPENSER		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

39	10	28	13	13	0061	EA	40 Fluid Ounce, Surface Mounted, Stainless Steel Soap Dispenser (Bobrick Contura B-4112)									\$59.99
							Quantity	Unit Price	Factor	=	Total					
							1.00	37.70	x	1.0608	39.99					
							1.00	18.85	x	1.0608	20.00					
							REMOVE AND REINSTALL EXISTING SOAP DISPENSER									
40	11	30	13	13	0086	EA	Removal And Reinstallation Of Garbage Disposal									\$115.91
							Quantity	Unit Price	Factor	=	Total					
							1.00	109.27	x	1.0608	115.91					
							REMOVE AND REINSTALL EXISTING									
41	12	36	61	16	0004	SF	1/2" Solid Polyester (Corian) Countertop, Group B ColorsQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).									\$3,842.38
							Quantity	Unit Price	Factor	=	Total					
							65.50	46.92	x	1.0608	3,260.11					
							65.50	8.38	x	1.0608	582.26					
							SOLID SURFACE COUNTER TOP - (25' X 2 = 50) + COVE - (31' X 6" = 15.5) = 65.5									
42	12	36	61	16	0004	0022	MOD	For >50 To 100, Add								\$626.73
							Quantity	Unit Price	Factor	=	Total					
							65.50	9.02	x	1.0608	626.73					
43	12	36	61	16	0004	0025	MOD	For Group D Color Material, Add								\$960.25
							Quantity	Unit Price	Factor	=	Total					
							65.50	13.82	x	1.0608	960.25					
44	12	36	61	16	0004	0028	MOD	For Each LF Of Machining A Cove At Backsplash, Add								\$328.85
							Quantity	Unit Price	Factor	=	Total					
							31.00	10.00	x	1.0608	328.85					
45	12	36	61	16	0004	0029	MOD	For Each Sink, Range Or Vanity Cutout, Add								\$15.91
							Quantity	Unit Price	Factor	=	Total					
							1.00	15.00	x	1.0608	15.91					
46	22	13	13	00	0047	EA	Countertop Kitchen Sink, Single Fixture Rough-In, Polyvinyl Chloride (PVC) Waste And Vent PipeIncludes polyvinyl chloride (PVC) waste and vent pipe and copper domestic supply. Excludes fixture and faucet.									\$356.04
							Quantity	Unit Price	Factor	=	Total					
							1.00	335.63	x	1.0608	356.04					
							KITCHEN SINK									
47	22	42	16	16	0016	EA	33" x 22" x 8" Stainless Steel Kitchen Sink, Double Bowl, 18 Gauge (Elkay LR3322)									\$2,032.43
							Quantity	Unit Price	Factor	=	Total					
							1.00	1,828.51	x	1.0608	1,939.68					
							1.00	87.43	x	1.0608	92.75					
							KITCHEN SINK									
48	22	42	39	00	0022	EA	Chrome Single Handle Kitchen Faucet With Integrated Spray, 1.5 GPM Aerator (Elkay LKLFGT1041CR)									\$511.07
							Quantity	Unit Price	Factor	=	Total					
							1.00	440.92	x	1.0608	467.73					
							1.00	40.86	x	1.0608	43.34					
							KITCHEN SINK									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

49	23	01	20	91	0024	EA	Shut Down Existing Interior Piping SystemIncludes lock out/tag out and average line tracing. Use when valves are greater than 25' from work. When the shut-off valves for multiple lines are located with a 10' radius, the quantity used shall be one.						\$189.64
						Installation	Quantity		Unit Price		Factor	=	Total
							1.00	x	178.77	x	1.0608	=	189.64
							KITCHEN SINK						
50	26	01	20	91	0003	EA	Lock Out/Tag Out Breaker Or Motor Starter						\$92.16
						Installation	Quantity		Unit Price		Factor	=	Total
							4.00	x	21.72	x	1.0608	=	92.16
							LOTO						
51	26	01	20	91	0006	EA	Motors, Disconnects And Other Single Source Devices, Existing Circuit Tracing Per Device						\$345.04
						Installation	Quantity		Unit Price		Factor	=	Total
							18.00	x	18.07	x	1.0608	=	345.04
							EXISTING DEVICES - TRACE EXISTING DEVICES TO LOTO RIGHT CB PRIOR TO REPLACEMENT						
52	26	27	26	00	0005	EA	1 Gang, 20 Amp, NEMA 5-20, Duplex Receptacle Assembly						\$1,351.76
						Installation	Quantity		Unit Price		Factor	=	Total
							12.00	x	73.23	x	1.0608	=	932.19
						Demolition	Quantity		Unit Price		Factor	=	Total
							12.00	x	32.96	x	1.0608	=	419.57
							BANQUET - (6)						
							KITCHEN - (6)						
							TOTAL = 12						
53	26	27	26	00	0009	EA	1 Gang, 20 Amp, GFI, Duplex Receptacle Assembly						\$247.87
						Installation	Quantity		Unit Price		Factor	=	Total
							2.00	x	83.87	x	1.0608	=	177.94
						Demolition	Quantity		Unit Price		Factor	=	Total
							2.00	x	32.96	x	1.0608	=	69.93
							KITCHEN						
54	26	27	26	00	0140	EA	2 Gang, 20 Amp, 120/277 Volt, SPST, Switch Assembly						\$630.58
						Installation	Quantity		Unit Price		Factor	=	Total
							4.00	x	104.60	x	1.0608	=	443.84
						Demolition	Quantity		Unit Price		Factor	=	Total
							4.00	x	44.01	x	1.0608	=	186.74
							BANQUET - (2)						
							KITCHEN - (2)						
							TOTAL = 4						

Subtotal for 01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

\$64,923.27

04 - FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR

55	01	22	16	00	0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.						\$346.60
						Installation	Quantity		Unit Price		Factor	=	Total
							315.09	x	1.00	x	1.1000	=	346.60
							BOND FEE - (\$15,754.47 X 2% = \$315.09)						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

04 - FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR

56	06 11 16 00 0155	LF	2" x 4" Wood Blocking To Wood						\$191.37
			Quantity	Unit Price	Factor	=	Total		
		Installation	40.00 x	4.51 x	1.0608	=	191.37		
		BLOCKING FOR NEW STOREFRONT - WALL + CEILING							
57	08 42 13 00 0006	EA	3' x 7' x 1-3/4" Wide Stile, Aluminum Framed Entrance Doors Including Glazing, Trim And Hardware (Special-Lite SL-15)						\$2,911.67
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	2,744.79 x	1.0608	=	2,911.67		
		NEW RECEPTION DOOR							
58	08 42 13 00 0006 0521	MOD	For 1" Insulated Glazing, Add						\$41.71
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	39.32 x	1.0608	=	41.71		
59	08 43 13 00 0048	SF	5' High With Two Horizontal Mullions, 2" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly						\$1,963.75
			Quantity	Unit Price	Factor	=	Total		
		Installation	65.00 x	28.48 x	1.0608	=	1,963.75		
		RECEPTION STOREFRONT SYSTEM - 2 SECTIONS: (9' X 5'H = 45) (4' X 5'H = 20) TOTAL = 65							
60	08 43 13 00 0049	SF	6' High With Two Horizontal Mullions, 2" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly						\$1,189.10
			Quantity	Unit Price	Factor	=	Total		
		Installation	45.00 x	24.91 x	1.0608	=	1,189.10		
		RECEPTION STOREFRONT SYSTEM - MIDDLE SECTION - (7.5' X 6'H = 45)							
61	08 43 13 00 0052	SF	9' High With Two Horizontal Mullions, 2" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly						\$721.39
			Quantity	Unit Price	Factor	=	Total		
		Installation	36.00 x	18.89 x	1.0608	=	721.39		
		RECEPTION STOREFRONT SYSTEM - DOOR SECTION - (4' X 9'H = 36)							
62	08 43 13 00 0086	LF	For 1-7/16" x 4-5/8" x 1/4" Steel Reinforcing, Storefront Framing						\$2,692.52
			Quantity	Unit Price	Factor	=	Total		
		Installation	70.00 x	36.26 x	1.0608	=	2,692.52		
		STOREFRONT SYSTEM SUPPORT FRAMING TO DECK							
63	08 71 23 00 0485	EA	3-1/2" Overall Height, Grout In, Molded Rubber Security Floor Stop (Ives FS18L)Includes drilling. Excludes Grout.						\$60.23
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	56.78 x	1.0608	=	60.23		
		DOOR STOP							
64	08 71 23 00 2166	EA	3' Push Bar Exit Device, Mortise Lock, Von Duprin Series 9875/9975Clear anodized satin aluminum US28 (BHMA 628) finish.						\$1,430.52
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	1,348.53 x	1.0608	=	1,430.52		
		DOOR EXIT DEVICE							
65	08 71 23 00 2184	EA	Lever Trim (L) With 110NL Cylinder, Von Duprin Series 98/99Satin chrome plated US26D (BHMA 626) finish.						\$468.60
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	441.74 x	1.0608	=	468.60		
		DOOR LEVER TRIM ON PUBLIC SIDE							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

04 - FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR

66	08	71	23	00	2270		EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)										\$393.50
							Installation	Quantity	1.00	x	Unit Price	370.95	x	Factor	1.0608	=	Total	393.50
							DOOR CLOSER											
67	08	71	23	00	2270	0273	MOD	For AVB (5 LB Per Push), Add										\$7.00
							Installation	Quantity	1.00	x	Unit Price	6.60	x	Factor	1.0608	=	Total	7.00
68	08	81	23	23	0015		SF	1/4" Thick, Tempered, Clear Float Field Installed Glass										\$2,522.94
							Installation	Quantity	146.00	x	Unit Price	16.29	x	Factor	1.0608	=	Total	2,522.94
							GLAZING FOR STOREFRONT SYSTEM											
69	08	81	23	23	0015	0059	MOD	For Low-E Coated Glass, Add										\$131.65
							Installation	Quantity	146.00	x	Unit Price	0.85	x	Factor	1.0608	=	Total	131.65
70	08	81	23	23	0015	0299	MOD	For >50 To 200, Deduct										-\$15.49
							Installation	Quantity	146.00	x	Unit Price	-0.10	x	Factor	1.0608	=	Total	-15.49
71	09	01	20	91	0005		SF	>8 To 16 SF, Cut And Patch Hole In Drywall To Match ExistingPer location.										\$109.47
							Installation	Quantity	10.00	x	Unit Price	10.32	x	Factor	1.0608	=	Total	109.47
							CUT & PATCH FOR BLOCKING - COUNTER SECTION - (2' X 5' = 10)											
72	09	01	20	91	0006		SF	>16 To 32 SF, Cut And Patch Hole In Drywall To Match ExistingPer location. See CSI section 09 29 00 00-0001 for "Gypsum Board" repairs > 32 SF.										\$176.05
							Installation	Quantity	18.00	x	Unit Price	9.22	x	Factor	1.0608	=	Total	176.05
							CUT & PATCH FOR BLOCKING - DOOR SECTION - (2' X 9' = 18)											
73	09	51	13	00	0017		SF	2' x 2' x 5/8" Mineral Fiber Acoustical Ceiling Panels										\$71.60
							Installation	Quantity	30.00	x	Unit Price	1.75	x	Factor	1.0608	=	Total	55.69
							Demolition	Quantity	30.00	x	Unit Price	0.50	x	Factor	1.0608	=	Total	15.91
							REPLACE DAMAGED FROM STOREFRONT SUPPORT											
74	09	51	13	00	0017	0097	MOD	For Up To 50, Add										\$20.69
							Installation	Quantity	30.00	x	Unit Price	0.65	x	Factor	1.0608	=	Total	20.69
75	09	51	13	00	0017	0111	MOD	For Single Angled Tegular Edge (Reveal), Add										\$14.32
							Installation	Quantity	30.00	x	Unit Price	0.45	x	Factor	1.0608	=	Total	14.32
76	09	91	23	00	0062		SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work										\$55.16
							Installation	Quantity	100.00	x	Unit Price	0.52	x	Factor	1.0608	=	Total	55.16
							TOUCH UP AT 2 WALL SECTIONS											
77	09	91	23	00	0062	0285	MOD	For Up To 100, Add										\$33.95
							Installation	Quantity	100.00	x	Unit Price	0.32	x	Factor	1.0608	=	Total	33.95
78	09	91	23	00	0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work										\$109.26
							Installation	Quantity	100.00	x	Unit Price	1.03	x	Factor	1.0608	=	Total	109.26
							TOUCH UP AT 2 WALL SECTIONS											

Work Order Number: 069024.00
Work Order Title: Las Palmas Park rehab project

Contractor's Price Proposal - Detail Page 9 of 15
10/1/2019

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR

88	08	42	29	33	0011	EA	Jamb Mounted Push Button For Door Operator (MS Sedco 425 Series)Excludes wiring from operator to push button.									\$218.76
							Quantity	Unit Price	Factor	=	Total					
						Installation	2.00	x 103.11	x 1.0608	=	218.76					
							ADA PUSH BUTTON - MAIN & PATIO DOORS									
89	08	42	29	33	0012	EA	Radio Control System For Door Operator (MS Sedco Clearpath)Includes receiver and two push plate transmitters.									\$1,099.24
							Quantity	Unit Price	Factor	=	Total					
						Installation	2.00	x 518.12	x 1.0608	=	1,099.24					
							MAIN & PATIO DOOR - WIRELESS OPTION FOR PUSH BUTTONS									
90	08	71	23	00	0406	LF	Full Surface, Aluminum Geared Continuous Hinge, Standard Duty (Roton 780-057)									\$612.46
							Quantity	Unit Price	Factor	=	Total					
						Installation	14.00	x 37.89	x 1.0608	=	562.71					
						Demolition	14.00	x 3.35	x 1.0608	=	49.75					
							REPLACE FOR ELECTRIFIED HARDWARE - (7' X 2 DOORS = 14)									
91	08	71	23	00	0406	0231	MOD	For Heavy Duty, Add								\$97.13
							Quantity	Unit Price	Factor	=	Total					
						Installation	14.00	x 6.54	x 1.0608	=	97.13					
92	08	71	23	00	0421	EA	6 Wire Concealed Circuit Electric Hinge Option									\$393.24
							Quantity	Unit Price	Factor	=	Total					
						Installation	2.00	x 185.35	x 1.0608	=	393.24					
							MAIN & PATIO DOORS									
93	08	71	23	00	2178	EA	3' Push Bar Exit Device, Mortise Electric Latch Retraction, Von Duprin Series E9875/E9975Excludes power supply. Clear anodized satin aluminum US28 (BHMA 628) finish.									\$2,001.06
							Quantity	Unit Price	Factor	=	Total					
						Installation	1.00	x 1,752.27	x 1.0608	=	1,858.81					
						Demolition	1.00	x 134.10	x 1.0608	=	142.25					
							MAIN ENTRANCE FOR DOOR OPERATOR									
94	08	71	23	00	2178	0611	MOD	For Quiet Electric Latch Retraction (QEL), Add								\$96.06
							Quantity	Unit Price	Factor	=	Total					
						Installation	1.00	x 90.55	x 1.0608	=	96.06					
95	08	71	23	00	2184	EA	Lever Trim (L) With 110NL Cylinder, Von Duprin Series 98/99Satin chrome plated US26D (BHMA 626) finish.									\$501.94
							Quantity	Unit Price	Factor	=	Total					
						Installation	1.00	x 441.74	x 1.0608	=	468.60					
						Demolition	1.00	x 31.43	x 1.0608	=	33.34					
							MAIN ENTRANCE EXT DOOR TRIM									
96	08	71	23	00	2202	EA	Power Supply For Chexit Or Electric Latch Devices (Von Duprin PS914)4 amp @ 12 volt DC, 2 amp @ 24 volt DC.									\$544.28
							Quantity	Unit Price	Factor	=	Total					
						Installation	1.00	x 513.08	x 1.0608	=	544.28					
							POWER SUPPLY FOR PANIC DEVICE									
97	08	71	23	00	2278	EA	Concealed (In Frame) Overhead Door Closer (LCN 5010)									\$975.60
							Quantity	Unit Price	Factor	=	Total					
						Installation	2.00	x 459.84	x 1.0608	=	975.60					
							DOOR CLOSER - MAIN & PATIO DOORS									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR

98	08	71	23	00	2299	EA	Entrance/Office F41 Pre-Assembled Lockset	Locked with key outside and push button inside.										\$739.90
							Quantity	Unit Price	Factor	=	Total							
						Installation	1.00	x	676.54	x	1.0608							717.67
						Demolition	1.00	x	20.95	x	1.0608							22.22
							PATIO DOOR - ELECTRIFIED HARDWARE											
99	08	71	23	00	2488	EA	Stainless Steel Body Electric Strike (Von Duprin 6215)											\$1,123.54
							Quantity	Unit Price	Factor	=	Total							
						Installation	2.00	x	529.57	x	1.0608							1,123.54
							MAIN & PATIO ENTRANCE											
100	08	71	23	00	2503	EA	Electrified Mortise Lock Option	Excludes the lock. This task is used in conjunction with other locks in the CTC to electrify the lock.										\$142.65
							Quantity	Unit Price	Factor	=	Total							
						Installation	1.00	x	134.47	x	1.0608							142.65
							PATIO DOOR - ELECTRIFIED LOCK OPTION											
101	08	71	23	00	2509	EA	9 Amp At 12 Volt DC, 6 Amp At 24 Volt DC, Door Hardware Power Supply											\$1,599.90
							Quantity	Unit Price	Factor	=	Total							
						Installation	2.00	x	754.10	x	1.0608							1,599.90
							POWER SUPPLY FOR DOOR OPERATORS - MAIN & PATIO											
102	09	01	20	91	0003	SF	>2 To 4 SF, Cut And Patch Hole In Drywall To Match Existing	Per location.										\$443.33
							Quantity	Unit Price	Factor	=	Total							
						Installation	32.00	x	13.06	x	1.0608							443.33
							CUT & PATCH FOR CONDUIT RUN - (4SF X 8 LOCS = 32)											
103	09	51	13	00	0044	SF	Removal And Reinstallation Of Acoustical Ceiling Tile And Grid, 2' x 2' Or 2' x 4'											\$521.91
							Quantity	Unit Price	Factor	=	Total							
						Installation	400.00	x	1.23	x	1.0608							521.91
							R&R EXISTING FOR CONDUIT RUN											
104	09	91	23	00	0062	SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work											\$27.58
							Quantity	Unit Price	Factor	=	Total							
						Installation	50.00	x	0.52	x	1.0608							27.58
							TOUCH UP PAINT											
105	09	91	23	00	0062	0285	MOD	For Up To 100, Add										\$16.97
							Quantity	Unit Price	Factor	=	Total							
						Installation	50.00	x	0.32	x	1.0608							16.97
106	09	91	23	00	0064	SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work											\$54.63
							Quantity	Unit Price	Factor	=	Total							
						Installation	50.00	x	1.03	x	1.0608							54.63
							TOUCH UP PAINT											
107	09	91	23	00	0064	0271	MOD	For Each Coat With Egg Shell Finish, Add										\$0.53
							Quantity	Unit Price	Factor	=	Total							
						Installation	50.00	x	0.01	x	1.0608							0.53
108	09	91	23	00	0064	0285	MOD	For Up To 100, Add										\$35.01
							Quantity	Unit Price	Factor	=	Total							
						Installation	50.00	x	0.66	x	1.0608							35.01
109	26	01	20	91	0003	EA	Lock Out/Tag Out Breaker Or Motor Starter											\$46.08
							Quantity	Unit Price	Factor	=	Total							
						Installation	2.00	x	21.72	x	1.0608							46.08
							LOTO											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR

110	26	05	33	13	0008	CLF	3/4" Electrical Metallic Tubing (EMT) With 4 #12 THHN/THWN AssemblyIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.					\$1,979.72
						Installation	Quantity	Unit Price	Factor	=	Total	
							2.50	746.50	1.0608		1,979.72	
							POWER FOR DOOR OPERATOR - MAIN & PATIO DOORS					

Subtotal for 06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR	\$21,173.26
--	-------------

08 - FRONT ENTRANCE WALKWAY PATH

111	01	22	16	00	0002	EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.							\$182.01
						Installation	Quantity 165.46	x	Unit Price 1.00	x	Factor 1.1000	=	Total 182.01	
							BOND FEE - (\$8,272.99 X 2% = \$165.46)							
112	01	22	20	00	0091	HR	Flagperson For Traffic Control							\$615.52
						Installation	Quantity 8.00	x	Unit Price 72.53	x	Factor 1.0608	=	Total 615.52	
113	01	22	23	00	1443	WK	500 To 600 Gallon Water Trailer With Pump							\$318.51
						Installation	Quantity 1.00	x	Unit Price 300.25	x	Factor 1.0608	=	Total 318.51	
							DUST CONTROL & COMPACTION							
114	01	56	26	00	0143	LF	Temporary 6' High Chain Link Fence Panels (Portable), Up To 6 Months							\$269.23
						Installation	Quantity 60.00	x	Unit Price 4.23	x	Factor 1.0608	=	Total 269.23	
							DEMARCATÉ WORK ZONE							
115	01	56	26	00	0143	MOD	For Shade Cloth, Add							\$162.30
					0082	Installation	Quantity 60.00	x	Unit Price 2.55	x	Factor 1.0608	=	Total 162.30	
116	01	56	26	00	0158	BAG	Temporary Chain Link Fence Panels (Portable) SandbagIncludes placement and removal.							\$74.47
						Installation	Quantity 12.00	x	Unit Price 5.85	x	Factor 1.0608	=	Total 74.47	
							TEMP FENCE POST - (60' / 10'OC X 2EA = 12)							
117	01	74	19	00	0017	EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.							\$710.70
						Installation	Quantity 1.00	x	Unit Price 669.97	x	Factor 1.0608	=	Total 710.70	
							DEBRIS - EXCESS SOIL, ASPHALT, CONCRETE							
118	02	41	13	13	0038	SF	>3" To 6" By Hand, Break-up And Remove Bituminous Paving							\$134.62
						Installation	Quantity 30.00	x	Unit Price 4.23	x	Factor 1.0608	=	Total 134.62	
							MISC DEMO FOR WALKWAY & CURB TRANSITION - (15' X 2' = 30)							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

08 - FRONT ENTRANCE WALKWAY PATH

119	02	41	19	13	0063	EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.										\$815.76
						Installation	Quantity		Unit Price		Factor	=	Total				
							1.00	x	769.00	x	1.0608	=	815.76				
120	03	21	11	00	0251	EA	Dowels Or Hairpin, 1/2" x 30" Length, Drilled And Epoxy In Concrete, 6" Embedment										\$82.66
						Installation	Quantity		Unit Price		Factor	=	Total				
							4.00	x	19.48	x	1.0608	=	82.66				
							CURB DOWEL TRANSITION										
121	10	14	53	00	0015	EA	9" x 18" Aluminum Engineer Grade Traffic Sign										\$43.60
						Installation	Quantity		Unit Price		Factor	=	Total				
							1.00	x	41.10	x	1.0608	=	43.60				
							ADA SIGNAGE										
122	10	14	53	00	0173	EA	Post Cap And Single Bracket For Street Sign										\$18.94
						Installation	Quantity		Unit Price		Factor	=	Total				
							1.00	x	17.85	x	1.0608	=	18.94				
							ADA SIGNAGE										
123	10	14	53	00	0211	EA	10' Galvanized Steel Square Sign Post										\$147.38
						Installation	Quantity		Unit Price		Factor	=	Total				
							1.00	x	138.93	x	1.0608	=	147.38				
							ADA SIGNAGE										
124	31	13	13	00	0035	EA	Removal Of 18" To 24" Shrub, Broadleaf Evergreen										\$79.84
						Installation	Quantity		Unit Price		Factor	=	Total				
							2.00	x	37.63	x	1.0608	=	79.84				
							REMOVE 2 SHRUBS FOR NEW WALKWAY PATH										
125	31	23	16	13	0007	CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.										\$347.71
						Installation	Quantity		Unit Price		Factor	=	Total				
							3.00	x	109.26	x	1.0608	=	347.71				
							WALKWAY PATH - EXCAVATION - (15' X 5' X 14" = 3)										
126	31	23	16	13	0014	CY	Compaction of Fill or Subbase for Trenches by Hand										\$108.93
						Installation	Quantity		Unit Price		Factor	=	Total				
							3.00	x	34.23	x	1.0608	=	108.93				
							WALKWAY PATH - COMPACTION - (15' X 5' X 14" = 3)										
127	31	23	16	13	0017	CY	Load Excess Material by Hand for Removal from Excavation for Trenching										\$254.97
						Installation	Quantity		Unit Price		Factor	=	Total				
							3.00	x	80.12	x	1.0608	=	254.97				
							WALKWAY PATH - EXCESS SOIL - (15' X 5' X 14" = 3)										
128	31	24	13	00	0020	SY	Finish Grade Roadway, Parking Areas, Landscaping And Embankments By Machine										\$6.96
						Installation	Quantity		Unit Price		Factor	=	Total				
							8.00	x	0.82	x	1.0608	=	6.96				
							WALKWAY PATH - (15' X 5' / 9 = 8)										
129	31	24	13	00	0021	LF	Finish Grade For Curb										\$24.66
						Installation	Quantity		Unit Price		Factor	=	Total				
							25.00	x	0.93	x	1.0608	=	24.66				
							WALKWAY PATH - CURB REPAIR										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

08 - FRONT ENTRANCE WALKWAY PATH

130	31	25	14	23	0002	BAG	50 LB Capacity Sand Bag With Sand						\$122.84
						Installation	Quantity 20.00	x	Unit Price 5.79	x	Factor 1.0608	=	Total 122.84
						BMP							
131	31	25	14	26	0027	EA	Wattles (Sterile Straw Filled Rolls), 9" x 25'						\$134.30
						Installation	Quantity 1.00	x	Unit Price 126.60	x	Factor 1.0608	=	Total 134.30
						BMP							
132	32	01	17	63	0022	EA	Asphalt Placement For Small Repair Areas, Hot Mix Modified, Up To 3 TonsFor small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.						\$1,940.81
						Installation	Quantity 1.00	x	Unit Price 1,829.57	x	Factor 1.0608	=	Total 1,940.81
						WALKWAY PATH - ASPHALT REPAIR							
133	32	11	26	19	0002	CY	Bituminous Stabilized Base Course3/4" ASTM C33.						\$96.76
						Installation	Quantity 1.00	x	Unit Price 91.21	x	Factor 1.0608	=	Total 96.76
						WALKWAY PATH - BASE - (15' X 5' X 4" = 1)							
134	32	12	13	19	0003	SY	Surface Prime Coat, 0.30 Gallon/SY						\$9.59
						Installation	Quantity 8.00	x	Unit Price 1.13	x	Factor 1.0608	=	Total 9.59
						WALKWAY PATH - (15' X 5' / 9 = 8)							
135	32	12	13	19	0003	MOD	For Up To 150, Add						\$2.12
					0366	Installation	Quantity 8.00	x	Unit Price 0.25	x	Factor 1.0608	=	Total 2.12
136	32	16	13	13	0008	LF	6" x 18" Cast In Place Concrete Curb						\$871.98
						Installation	Quantity 30.00	x	Unit Price 19.38	x	Factor 1.0608	=	Total 616.75
						Demolition	30.00	x	8.02	x	1.0608	=	255.23
						WALKWAY PATH - CURB REPAIR							
137	32	16	13	13	0008	MOD	For >20 To 50, Add						\$216.40
					0072	Installation	Quantity 30.00	x	Unit Price 6.80	x	Factor 1.0608	=	Total 216.40
138	32	17	23	13	0070	LF	Single 4" Wide Solid Line, Painted Pavement Striping for Parking Areas						\$86.99
						Installation	Quantity 100.00	x	Unit Price 0.82	x	Factor 1.0608	=	Total 86.99
						CROSS HATCH							
139	32	17	23	13	0087	EA	Handicap Symbol For Standard Parking Stalls, Painted Pavement Marking For Parking AreasApproximate overall dimensions: 2-2/3' width x 3' height. White or blue symbol. Excludes striping.						\$24.39
						Installation	Quantity 1.00	x	Unit Price 22.99	x	Factor 1.0608	=	Total 24.39
						ADA							
140	32	17	23	13	0087	MOD	For Blue Background With White Symbol And Border, Add						\$23.14
					0334	Installation	Quantity 1.00	x	Unit Price 21.81	x	Factor 1.0608	=	Total 23.14

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

08 - FRONT ENTRANCE WALKWAY PATH

141	32	31	13	13 0011	VLF	18" Diameter Hole, Auger By Machine Fence Post Hole In Soil						\$63.30
					Installation	Quantity		Unit Price		Factor	Total	
						3.00	x	19.89	x	1.0608 =	63.30	
					SIGN POST							
142	32	31	13	13 0028	VLF	18" Diameter, Concrete Fill For Post Hole						\$80.71
					Installation	Quantity		Unit Price		Factor	Total	
						3.00	x	25.36	x	1.0608 =	80.71	
					SIGN POST							
143	32	31	13	13 0054	VLF	18" Diameter, Compacted Earth Fill For Post Hole						\$53.37
					Installation	Quantity		Unit Price		Factor	Total	
						3.00	x	16.77	x	1.0608 =	53.37	
					SIGN POST							
144	32	84	23	00 0028	EA	4" Pop-Up Height, 3/4" Inlet, Up To 55' Spacing, Gear-Drive, Rotary Sprinkler Head With Check Valve And Pressure Regulator (Rain Bird® 5004+FCSR)						\$183.56
					Installation	Quantity		Unit Price		Factor	Total	
						4.00	x	33.46	x	1.0608 =	141.98	
					Demolition	4.00	x	9.80	x	1.0608 =	41.58	
					SPRINKLER MODIFICATIONS							
145	32	84	23	00 0433	LF	3/4" Schedule 40 Polyvinyl Chloride (PVC) Pipe With Fittings						\$145.97
					Installation	Quantity		Unit Price		Factor	Total	
						40.00	x	2.42	x	1.0608 =	102.69	
					Demolition	40.00	x	1.02	x	1.0608 =	43.28	
					SPRINKLER MODIFICATIONS							

Subtotal for 08 - FRONT ENTRANCE WALKWAY PATH	\$8,455.00
--	-------------------

Proposal Total	\$110,652.60
-----------------------	---------------------

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Subcontractor Listing

Date: October 01, 2019

Re: IQC Master Contract #: CA-08-SL-B-B-030618-VCI
Work Order #: 069024.00
Owner PO #:
Title: Las Palmas Park rehab project
Contractor: Vincor Construction Inc.
Proposal Value: \$110,652.60

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

made by and between

Vincor Construction Inc.
2707 Saturn Street
Brea, CA 92821

and

Sourcewell
202 12th Street NE
PO Box 219
Staples, MN 56479
Phone: (218) 894-1930 or (888) 894-1930

Whereas: "Vendor" and "Sourcewell" have entered into 1) an "Acceptance of Bid and IFB CA-08-SL-B-B-030618-VCI" with an effective date of April 4, 2018, a maturity date of April 3, 2022, and which are subject to annual renewals at the option of both parties.

MODIFICATION: FIRST RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, the following are the Adjustment Factors for the next option period:

Base Year		
	Date	Index
1	March 2017	10277.62
2	April 2017	10678.15
3	May 2017	10692.17
4	June 2017	10707.81
5	July 2017	10789.26
6	August 2017	10841.56
7	September 2017	10822.82
8	October 2017	10817.11
9	November 2017	10870.06
10	December 2017	10873.56
11	January 2018	10878.01
12	February 2018	10889.17

Base Average
10761.4416

Option Year		
	Date	Index
1	March 2018	10958.79
2	April 2018	10971.91
3	May 2018	11012.77
4	June 2018	11067.00
5	July 2018	11116.07
6	August 2018	11124.49
7	September 2018	11169.87
8	October 2018	11169.68
9	November 2018	11183.93
10	December 2018	11185.44
11	January 2019	11205.73
12	February 2019	11217.90

Option Average
11115.2983


Price Adjustment: $\frac{\text{First Year Index Average}}{\text{Base Year Index Average}} = \frac{11115.2983}{10761.4416} = 1.0329$

	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# CA-08-SL-B-B-030618-VCI					
Non Pre-Priced Adjustment Factor	1.1351		1.0000		1.1351
Normal Working Hours Prevailing Wage	1.0270		1.0329		1.0608
Normal Working Hours Non-Prevailing Wage	0.5405		1.0329		0.5583
Other Than Normal Working Hours Prevailing Wage	1.0271		1.0329		1.0609
Other Than Normal Working Hours Non-Prevailing Wage	0.5406		1.0329		0.5584


Now therefore:

"Vendor" and "Sourcewell" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of April 4, 2019 through April 3, 2020.

Sourcewell

By:  , Its: Director of Cooperative Contracts and Procurement/CPO
 Name printed or typed: Jeremy Schwartz
 Date: 2/25/2019 | 7:23 PM CST

Vincor Construction Inc. - #CA-08-SL-B-B-030618-VCI

By:  , Its: President
 Name printed or typed: Vincent Cortes
 Date: 2/25/2019 | 3:59 PM CST

 If you do not want to extend contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract.

Signature: _____, Date: _____

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: CA08SLBB-030618

GEOGRAPHIC AREA State of California - Southland

This Agreement dated April 04, 2018, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Vincor Construction, Inc.
at the following address 2651 Saturn Street, Brea, CA 92821

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Agreement will be issued by an individual NJPA Member. The Purchase Order will require the Contractor to perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 4,700,000. This is only an estimate and may increase or decrease at the discretion of NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY NJPA:

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0270

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0271

(Specify to four (4) decimal places)

- c. Normal Working Hours Non Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

0.5405

(Specify to four (4) decimal places)

- d. Other Than Normal Working Hours Non Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

0.5406

(Specify to four (4) decimal places)

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents

- e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1. 1351.
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. This Agreement has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Agreement cannot exceed four (4) years. One additional one-year renewal-extension may be offered by NJPA to Contractor beyond the original three-year term if NJPA deems such action to be in the best interests of NJPA and its Members. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by NJPA and NJPA Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Agreement for NJPA and NJPA Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Agreement ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Agreement expires or terminates as provided herein, or the Gordian's contract with NJPA expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets.

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents


Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.
- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance



Authorized Signature

Jeremy Schwartz-Director of Operations & Procurement/CPO

Print Name

Contractor



Authorized Signature

Vincent Cortes

Print Name

Contract Number: CA-08-SL-B-B-030618-VC1 (assigned by NJPA)

RESOLUTION NO. 7987**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2019-2020 ADOPTED ON JULY 1, 2019**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2019-2020, commencing July 1, 2019, and ending June 3, 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, the City has accrued Safe Neighborhood Parks Proposition Prop. A Maintenance and Services Funds available to complete the Las Palmas Park Banquet Room and Lobby Renovation Project; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2019 and ending June 31, 2020, a copy of which is on file in the City Clerk's office, was adopted on July 1, 2019.

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

Section 1. The following adjustment are made to the Budget:

CAPITAL GRANTS: Recreation and Community Services Grant Capital Projects (010):

Increase in Revenues	\$1,290
010-3683-3709	

Increase in Expenditures	\$1,290
010-422-3709-4600	

PASSED, APPROVED, AND ADOPTED this 2nd day of March, 2020.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chavez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 2nd day of March, 2020, by the following vote wit:

AYES:

NOES:

ABSENT:

Elena G. Chavez, City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: March 2, 2020

Subject: Consideration to Authorize the Acceptance of Funds from the State of California for the School Resource Officer Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Acceptance of Funds from the State of California in the amount of \$360,000 for the School Resource Officer program;
- b. Approve Resolution No. 7986 (Attachment "A") amending the Fiscal Year (FY) 2019-2020 Adopted Budget to appropriate fund revenues and expenses;
- c. Authorize the Police Chief to implement a School Resource Officer program with the allotted funds; and
- d. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. In 2011, the Police Department received Federal Funding in the amount of \$450,000 to implement a School Resource Officer (SRO) program. The program ended in 2014 due to lack of funding.
2. On January 17, 2019, the Police Department submitted a formal letter (Attachment "B") to the State of California (State) requesting for a budget allocation for the SRO program in the amount of \$900,000 to fund the program for five years.
3. On June 27, 2019, Governor Newsom approved the fiscal year 2019-2020 State Budget, which included an allocation of \$360,000 for the San Fernando Police Department's SRO program.

Consideration to Authorize the Acceptance of Funds from the State of California for the School Resource Officer Program and Approve a Resolution Amending the Fiscal Year 2019-2020 Adopted BudgetPage 2 of 3

ANALYSIS:

The SRO program for the Police Department was developed to reduce and prevent school-related crime committed by school-aged youths by maintaining a safe, secure and positive learning environment for students, teachers and school staff. The primary goals of the SRO program is to decrease violence in schools, decrease drug and alcohol use, improve student attendance, improve student mental health, improve parent involvement in their student's academic careers, form stronger community based foundations that will develop a higher level of student success, and improve youths' perception of law enforcement to build stronger relationships of trust and stronger communities.

Data received from various sources indicated that approximately 50% of student dropouts are chronically truant and 46% of dropouts attribute poor attendance as the number one reason for dropping out. Additionally, a 6th grade student with an attendance rate of below 80% has about a 10% chance of graduating high school on time and approximately 20% chance of graduating one year later. Also, approximately 80% of prison inmates are high school dropouts and 78% of the inmates have truancy as their first arrest. In June 2015, the National Center for Education Statistics report, "Trends in High School Dropout and Completion Rates in the United States: 1972-2012", indicated that 37% of males and 24% of females between the ages of 16-24 that are institutionalized are high school dropouts.

During the time period of the SFPD's last SRO program, which was primarily located at San Fernando Middle School (SFMS), attendance increased at SFMS from 24% in 2011 to 96% in 2014. At that time, it was the highest attendance rate of all Los Angeles Unified School District schools in the San Fernando Valley. Since the SRO program lost funding in 2014, the overall matriculation rate to High School from San Fernando Middle School has decreased from 96% in the 2014-2015 school year to 81% in the 2018-2019 school year. The school's average absenteeism of students has been between 30-45 students per months since 2016.

The SRO program is an effective investment to drastically improve the chances of local youth graduating high school and attending college or a trade school. Therefore, the Police Department recommends accepting the state funding to reinstitute the SRO program and work toward establishing another successful program based at San Fernando Middle School and servicing all schools in the City of San Fernando. The funds received will fund a new Police Officer/School Resource Officer position for three years, starting in fiscal year 2020-2021.

BUDGET IMPACT:

The Police Department received a funding allocation from the State of California for the SRO program, which will fund a full-time Police Officer for the program, in the amount of \$360,000.

Consideration to Authorize the Acceptance of Funds from the State of California for the School Resource Officer Program and Approve a Resolution Amending the Fiscal Year 2019-2020 Adopted BudgetPage 3 of 3

The proposed Budget Resolution will appropriate the funded amount in FY 2019-2020, which will subsequently be carried over to FY 2020-2021 and FY 2021-2022.

CONCLUSION:

Staff recommends that the City Council approve the acceptance of funds from the State of California in the amount of \$360,000 for the SRO program and approve Resolution No. 7986 amending the FY 2019-2020 Adopted Budget to appropriate fund revenues and expenses. Staff also recommends authorizing the City Manager and the Police Chief to implement a School Resource Officer program.

ATTACHMENTS:

- A. Resolution No. 7986
- B. School Resource Officer Funding Request Letter

ATTACHMENT “A”**RESOLUTION NO. 7986****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2019-2020 ADOPTED ON JULY 1,
2019**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2019-2020, 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, 2020.

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:

SCHOOL RESOURCE OFFICER

Fund 110-220-3642-4101:

Increase in Expenditures: \$ 360,000

Fund 110-3696-3642:

Increase in Revenues: \$ 360,000

PASSED, APPROVED, AND ADOPTED this 2nd day of March, 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 2nd day of March, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

THE CITY OF SAN FERNANDO

CITY COUNCIL

January 17, 2019

MAYOR
JOEL FAJARDO

VICE MAYOR
SYLVIA BALLIN

COUNCILMEMBER
ROBERT C. GONZALES

COUNCILMEMBER
ANTONIO LOPEZ

COUNCILMEMBER
HECTOR ANDRES PACHECO

The Honorable Holly J. Mitchell
Chair, California State Senate Committee on Budget & Fiscal Review
The Honorable Richard D. Roth
Chair, Senate Budget Subcommittee #1, Education
State Capitol
Sacramento, CA 95814

SUBJECT: Request for Budget Allocation for School Resource Officer

Dear Senators Mitchell and Roth:

With the support of Senate Majority Leader Robert Hertzberg, the City of San Fernando Police Department respectfully requests your consideration of \$900,000 in state funding for a School Resource Officer (SRO) to establish a successful partnership with the Los Angeles Unified District Schools and local private schools. Funding for a SRO will allow the Police Department to designate a full time Police Officer to local schools for a period of 5 years and provide additional resources to assist the City's at-risk youth population.

In 2011, San Fernando received federal funding to implement a SRO program. The program was extremely successful and served as a model for other Police Department' to imitate. Unfortunately, the program was discontinued in 2014 due to lack of funding and operational resources.

The mission of the SRO program is to reduce and prevent school related crime committed by school-aged youth by maintaining a safe, secure and positive learning environments for school students, teachers and school staff. The SRO will be based at San Fernando Middle School, but will provide support to all schools in the City, which includes 16 public schools and 7 non-public schools.

The SRO will serve as a positive role model for youth helping to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. An important role of the SRO will be to serve as an informal counselor available to students and parents to assist in addressing their concerns and guide them towards resources to address those concerns.

When the San Fernando Police Department had a SRO there saw a measurable and dramatic decrease in truancy rates and a significant attendance increase.

POLICE DEPARTMENT

910 FIRST STREET
SAN FERNANDO
CALIFORNIA
91340

OFFICE OF THE
POLICE CHIEF
(818) 898-1250

DETECTIVE DIVISION
(818) 898-1256

PATROL DIVISION
(818) 898-1267

RECORDS DIVISION
(818) 898-1281

SUPPORT SERVICES
DIVISION
(818) 898-1267

The Honorable Holly Mitchell and Richard D. Roth

School Resource Officer Funding Request

Page 2 of 2

During that time, attendance increased from 24% prior to implementation of the program in 2011 to 96% when the program ended in 2014.

The primary goals of this program will be to: 1) decrease violence in schools, 2) decrease drug and alcohol use, 3) improve student attendance, 4) improve student mental health, 5) improve parent involvement in their student's academic careers, 6) form stronger community based foundations that will develop a higher level of student success and stronger communities, and 7) improve youths' perception of law enforcement building stronger relationships of trust.

In considering this request, please keep in mind that approximately 50% of student drop outs are chronically truant and about 46% of dropouts attribute poor attendance as the number one reason for dropping out. In addition, a 6th grade student with an attendance rate of below 80% has only about a 10% chance of graduating high school on time, and only approximately a 20% chance of graduating one year later. Most importantly, approximately 80% of prisoners are high school dropouts and near 78% of prison inmates have truancy as their first arrest. Sadly, according to the June 2015 report, "Trends in High School Dropout and Completion Rates in the United States: 1972-2012" by the National Center for Education Statistics, almost 37% of males and 24% of females between ages of 16-24 in institutions are status high school drop outs.

Funding for a SRO is a minimal, yet extremely effective investment to drastically improve the chances of our local youth graduating from high school and generating income that reinvest in our great State. Funding allocated to this program will arguably reduce funding needed for building prisons and jails and housing those incarcerated.

Thank you for considering this request. I will make myself and my staff available for any meetings and hearings as needed to support this request for funding.

Most respectfully,



Anthony Vairo
Chief of Police

cc: Alexander Meyerhoff, City Manager
The Honorable Robert Hertzberg, Senate Majority Leader

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Sylvia Ballin

Date: March 2, 2020

Subject: Consideration to Adopt a Resolution Amending the City Budget to Include a Stipend for the City's Representative to the Greater Los Angeles County Vector Control District

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7991 (Attachment "A") amending the Fiscal Year (FY) 2019-2020 Adopted Budget appropriating funds to cover a monthly stipend for the City's representative to attend meetings for the Greater Los Angeles County Vector Control District.

BACKGROUND/ANALYSIS:

At their meeting on February 18, 2020, the City Council approved a monthly \$150 stipend for the City's representative to the Greater Los Angeles County Vector Control, and requested that staff report back with a budget resolution on consent for City Council adoption.

BUDGET IMPACT:

Establishing a stipend for the Greater Los Angeles County Vector Control District representative will require an annual allocation \$1,800 (\$150 per meeting with a maximum of one meeting per month). The proposed budget resolution will appropriate the funds needed for the remainder of FY 2019 -2020.

ATTACHMENT:

A. Resolution No. 7991

ATTACHMENT “A”**RESOLUTION NO. 7991****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, pursuant to the State Health and Safety Code (Sections 2022-2024), the City is required to appoint a trustee to the Greater Los Angeles County Vector Control District (GLACVCD), the person shall be a voter and resident of the City, and attend monthly board meetings at the GLACVCD headquarters in Santa Fe Springs; 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, 2019.

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:

COMMISSIONER's REIMBURSEMENT: General Fund (001):

Increase in Expenditures	\$1,800
001-190-000-4111	

PASSED, APPROVED, AND ADOPTED this 2nd day of March, 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 2nd day of March, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: March 2, 2020

Subject: Consideration to Approve a Professional Services Agreement with Jones Hall to Provide Legal Services related to the Issuance of Pension Obligation Bonds

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1945) with Jones Hall to provide legal services related to the issuance of Pension Obligation Bonds (POBs), including, but not limited to, preparing and filing validation proceedings, serving as Bond Counsel, and serving as Disclosure Counsel for a total not-to-exceed amount of \$82,500;
- b. Approve Resolution No. 7990 (Attachment "B") appropriating \$100,000 in Professional Services in the Retirement Fund to pay for costs associated with preparing to issue a POB; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On February 3, 2020, Urban Futures, the City's financial advisor, provided a presentation to the City Council regarding the Pension and Retiree Healthcare Ad Hoc Committee recommendations to address the City's pension and Other Post-Employment Benefits (OPEB) liabilities. These recommendations include:
 - a. Establishing a pension/OPEB funding policy,
 - b. Using a portion of the Retirement Tax Fund balance to pre-pay the Unfunded Accrued Liability (UAL), and
 - c. Issuing POBs.

Consideration to Approve a Professional Services Agreement with Jones Hall to Provide Legal Services related to the Issuance of Pension Obligation BondsPage 2 of 4

2. In the State of California, POBs do not require voter approval due to a judicially created exception to the State Constitutional debt limitation. However, in order to obtain authorization to issue POBs, the City will be required to file a validation action with the Los Angeles County Superior Court, which are typically filed by a legal firm specializing in these types of proceedings.
3. On February 14, 2020, a Request for Qualifications (RFQ) was issued through Urban Futures to solicit qualifications from firms with experience executing legal documents related to judicial validation proceedings and Pension Obligation Bonds.
4. On February 21, 2020, the City received five proposals: 1) Jones Hall, 2) Kutak Rock, 3) Nixon Peabody, 4) Orrick Herrington & 5) Stradling, Yocca Carlson & Rauth. An evaluation of the RFQs is provided as Attachment "C."

ANALYSIS:

There are a limited number of firms that have experience serving as legal counsel to municipal clients to ensure legal documentation related to issuance of debt is in accordance with state and federal law (including tax law). These specialized legal firms are referred to as "Bond Counsel" and "Disclosure Counsel." The purpose of Bond Counsel is to prepare a legal opinion attesting that the local government is legally permitted to issue a bond and that the bond is legal, valid and binding. The purpose of Disclosure Counsel is to assist with federal securities law and disclosure documents related to public bond issuances, which may include drafting the official statement, continuing disclosure agreements, notices of sale or intent to sell and other official statements.

In addition to serving as Bond and Disclosure Counsel, the City will need the legal firm to complete the required judicial proceeding to assert the City's legal right to use Pension Override Property Tax revenues to repay the debt service on the proposed bonds. A judicial proceeding is a validation process that asserts the City's authority to issue bonds for the purpose of financing its pension obligations. In Los Angeles County, a validation process can take approximately 120 days to complete.

Due to the City's relatively unique financial structure as one of the few cities in California with a pre-Proposition 13 property tax dedicated to paying public employee pension costs, the RFQ requested each firm's experience serving as Bond and Disclosure Counsel, as well as their experience working with other cities that have a Pension Override Property Tax. Since this tax structure is somewhat unusual in California, it is important for the selected firm to be able to communicate the unique structure of this tax during the validation proceedings to ensure a positive outcome.

Consideration to Approve a Professional Services Agreement with Jones Hall to Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 3 of 4

Each firm that submitted their qualifications has a strong track record of serving as legal counsel related to the issuance of bonds for California municipalities.

The key metrics that the City took into account when evaluating each proposal include, but are not limited to:

1. Number of debt transactions
2. Experience providing POB related legal counsel to cities with a pension override tax.
3. Demonstrated understanding of the judicial validation proceeding process.
4. Proposed fees.

Jones Hall has the most experience (by total number of transactions) and provided the most complete response and level of understanding regarding innovative structures, validation process, and pension override tax (i.e., best overall response).

Jones Hall ranked higher in the RFP process due to their extensive experience as bond counsel and having exposure to a variety of innovative financing structures.

It is important to note that a single firm must serve as bond counsel and file the validation proceedings. The bond counsel and disclosure counsel firm, which drafts the offering document or Official Statement, can be a different firm, however.

BOND COUNSEL & VALIDATION PROCESS							DISCLOSURE COUNSEL			
Firm	#	Par Value (\$ Millions)	Rank	Bond Counsel	Validation	Combined	Firm	#	Par Value (\$ Millions)	Fees
Jones Hall	42	\$ 413	1	50,000	7,500	\$57,500	Jones Hall	14	\$ 227	\$25,000
Orrick	16	3,700	2	45,000	15,000	60,000	Stradling	12	1,373	35,000
Stradling	11	676	3	45,000	25,000	70,000	Orrick	5	2,600	30,000
Nixon Peabody	0	0	5	47,500	20,000	67,500	Nixon Peabody	4	470	45,000
Kutak Rock	8	215	4	65,000	27,500	92,500	Kutak Rock			42,000

As the chart above illustrates, Jones Hall has served as disclosure counsel on the most transactions and proposed the lowest fees as well. Therefore, staff recommends using Jones Hall for both Bond Counsel and Disclosure Counsel as they have the most experience and provided competitive fees for completion.

Consideration to Approve a Professional Services Agreement with Jones Hall to Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 4 of 4

BUDGET IMPACT:

The cost of the legal fees for preparing the necessary legal documents and filing the validation proceedings is \$7,500, plus any court and filing fees, which may range from \$3,000 to \$5,000. These are mandatory fees and must be paid whether the City issues POBs or not. Professional service fees (e.g., financial advisor, underwriter, bond/disclosure counsel, trustee, etc.) associated with the issuance of bonds are paid on a contingent basis, from the proceeds of a bond issue. Jones Hall's proposed fees are \$75,000 (not-to-exceed), plus expenses. Since the fees are contingent and paid from bond proceeds, it will not have a direct fiscal impact on the budget.

The proposed Resolution No. 7990 (Attachment "B") will appropriate \$100,000 in Professional Services in the Retirement Fund to pay for preparation costs associated with the POB.

CONCLUSION:

Jones Hall provided the most complete response, they have worked on the most POB issuances in California, and provided the lowest total proposed fees to serve in the three roles for Bond Counsel, Disclosure Counsel and Validation Proceedings. Therefore, staff recommends that the City Council approve a Professional Service Agreement with Jones Hall to provide legal services related to the issuance of Pension Obligation Bonds (POBs), including, but not limited to, preparing and filing validation proceedings, serving as Bond Counsel, and serving as Disclosure Counsel, and approve Resolution No. 7990 to appropriate related funds.

ATTACHMENTS:

- A. Contract No. 1945
- B. Resolution No. 7990
- C. Evaluation of Bond Counsel RFP - PowerPoint



ATTACHMENT "A"
CONTRACT NO. 1945

PROFESSIONAL SERVICES AGREEMENT

(Consultant: JONES HALL)

(Subject Matter of Engagement: Legal Services Re: Issuance of Pension Obligation Bonds)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of March 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and JONES HALL, A Professional Law 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.

CITY is proceeding to issue pension obligation bonds (the "**Bonds**"), and requires the advice and assistance of nationally recognized bond counsel with expertise in rendering legal opinions supporting the legality, validity and tax-exempt status of proposed debt offerings of CITY, such as the Bonds.

CONSULTANT is qualified by training and experience to perform the services of Bond Counsel, Disclosure Counsel and Special Counsel with respect to the Bonds.

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 SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Services." CONSULTANT shall not commence with the performance of the Services until such time as CITY issues a written Notice to Proceed.

1.2 PROSECUTION OF WORK: The Parties agrees as follows:

A. CONSULTANT shall commence performance of the Services immediately up the Effective Date.

PROFESSIONAL SERVICES AGREEMENT**Provide Legal Services related to the Issuance of Pension Obligation Bonds**Page 2 of 17

- B. CONSULTANT shall complete all services and tasks contemplated under this Agreement shall be completed by CONSULTANT within one hundred and eighty (180) calendar days from the Effective Date ("Completion Date") CONSULTANT may request additional time to complete all services and tasks contemplated under this Agreement provided such request is made in writing no less than fourteen (14) calendar days prior to the Completion Date. Written requests for additional time shall include the following information: (i) a statement of the amount of additional time requested; (ii) identification of those services and tasks that remain to be completed; and (iii) identification of those measures CONSULTANT has taken to mitigate the need for additional time. Without prior approval of the City Council, the City Representatives, in their sole and absolute discretion, may grant, conditionally grant or deny any request for additional and in no event may any such grant or conditional grant of additional time exceed sixty (60) calendar days from the Completion Date.
- C. Time is of the essence of this Agreement and each and every provision contained herein.
- D. CONSULTANT shall perform the Services continuously and with due diligence so as to complete the Services by the Completion Date.
- E. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents.
- F. 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.
- G. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees.
- H. 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 Services as follows:
 - (i) A lump sum of Fifty Thousand Dollars (\$50,000) for the performance of Bond Counsel services;
 - (ii) A lump sum of Twenty-Five Thousand Dollars (\$25,000) for Disclosure Counsel Services; and

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 3 of 17

- (iii) A lump sum of Seven Thousand, Five Hundred Dollars (\$7,5000) for all briefing, appearances and other services and tasks required for the initiation and completion of validation action proceedings.

The term "Contract Costs" shall be a collective reference to the forgoing charges of CONSULTANT, above. The payment of the Contract Charges by CITY shall be contingent upon the closing of the Bonds and payable when the Bonds are executed and delivered. A validation fee would not be payable in the event CONSULTANT, with the consent of CITY, determines that a judicial validation is not required.

- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Services shall not exceed the sum of EIGHT TWO THOUSAND FIVE HUNDRED DOLLARS (\$82,500) (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 Services. The fees set forth in this Section 1.3 are not set by law but are negotiable between CONSULTANT and CITY.

- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in upon the execution and delivery of the Bonds.
- 1.5 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Services 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 the Director of Finance (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.

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 4 of 17

- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Juan Galvan, Shareholder and Vice President 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 Services, 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 Services 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 Services and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Services skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Services 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 Services 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

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 5 of 17

throughout the term of this Agreement and made available to CITY for copying and inspection.

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

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 6 of 17

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 Services 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 Services.
- 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 Services. 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

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 7 of 17

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Services, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services 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

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 8 of 17

latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

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

IV. INDEMNIFICATION

- 4.1 Subject to Section 4.2, 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

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 9 of 17

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) that are determined in a final, binding judgment against CONSULTANT by a court of competent jurisdiction to have proximately resulted from professional negligence of CONSULTANT's performance of Services hereunder, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Subject to Section 4.2, 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 that are determined in a final, binding judgment against CONSULTANT by a court of competent jurisdiction to have proximately resulted from professional negligence 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.

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 10 of 17

- 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 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 Services. 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:

PROFESSIONAL SERVICES AGREEMENT**Provide Legal Services related to the Issuance of Pension Obligation Bonds**Page 11 of 17

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

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the

PROFESSIONAL SERVICES AGREEMENT**Provide Legal Services related to the Issuance of Pension Obligation Bonds**Page 12 of 17

expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 13 of 17

iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 14 of 17

- 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. With respect to such data, documents, discussion or other information that is included in a preliminary official statement and/or final official statement, such prior written consent may be evidenced by a certificate signed by a CITY REPRESENTATIVE deeming a preliminary official statement for the Bonds to be final for purposes of Securities and Exchange Rule 15c2-12 and authorizing the distribution of such preliminary official statement. 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 Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, CA 94111
Attn: Juan M Galvan
Shareholder
Phone: (415) 391-5780 ext. 229
Fax: (415) 276-2088
Email: jgalvan@joneshall.com

CITY:

City of San Fernando
Finance Department
117 Macneil Street
San Fernando, CA 91340
Attn: J. Diego Ibanez, Director of Finance
Phone: (818) 898-7307
Fax: (818) 365-8090

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.

PROFESSIONAL SERVICES AGREEMENT**Provide Legal Services related to the Issuance of Pension Obligation Bonds**Page 15 of 17

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

PROFESSIONAL SERVICES AGREEMENT

Provide Legal Services related to the Issuance of Pension Obligation Bonds

Page 16 of 17

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, 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

Provide Legal Services related to the Issuance of Pension Obligation Bonds

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**JONES HALL, A Professional Law
Corporation**

By: _____

Nick Kimball, City Manager

By: _____

Name: Juan M. GalvanTitle: Vice President**APPROVED AS TO FORM**

By: _____

Richard Padilla, Asst. City Attorney

EXHIBIT A

Scope of Engagement as Bond Counsel. CONSULTANT shall perform all of the following services as Bond Counsel in connection with the sale and delivery of the Bonds:

- a. Consultation and cooperation with CITY and CITY staff to assist in the formulation of a coordinated financial and legal approval and delivery of the Bonds.
- b. Preparation of all legal proceedings for the authorization, sale and delivery of the Bonds by CITY; including (a) preparation of a resolution of the City Council of CITY authorizing the sale and delivery of the Bonds and approving related documents and actions, (b) preparation of all documents required for the closing of the issue, (c) supervising the closing, and (d) preparation of all other proceedings incidental to or in connection with the sale and delivery of the Bonds.
- c. Work with the City Attorney to draft and file all required documentation for the judicial validation of the Bonds in the Los Angeles County Superior Court, if determined to be necessary in consultation with the City Attorney, and act as special counsel to the CITY in connection therewith until said court issues a decision on the validation action; provided that if such action is contested by a third party, CONSULTANT is not required to render additional legal services with respect to the validation proceedings unless such services are mutually agreed to between the CITY and CONSULTANT pursuant to an amendment to this Agreement.
- d. Upon completion of proceedings to CONSULTANT'S satisfaction, providing a legal opinion (the "Bond Counsel Opinion") approving the validity and enforceability of the proceedings for the authorization, sale and delivery of the Bonds, and stating that interest represented by the Bonds is exempt from California personal income taxation. The Bond Counsel Opinion will be addressed CITY, and may also be addressed to the underwriter of the Bonds and other participants in the financing.
- e. Review those sections of the Official Statement or other form of offering or disclosure document to be disseminated in connection with the delivery of the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization, execution and delivery of the Bonds, the legal documents under which the Bonds will be delivered, and securities law provisions applicable to the Bonds, as to completeness and accuracy.
- f. Assist CITY in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the execution and delivery of the Bonds.
- g. Such other and further services as are traditionally performed by Bond Counsel and within the scope of expertise of Bond Counsel in connection with similar financings.

CONSULTANT'S Bond Counsel Opinion will be delivered on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Counsel Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities. CONSULTANT will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Counsel Opinion, CONSULTANT will rely upon the certified proceedings and other certifications of public officials and other persons furnished to CONSULTANT without undertaking to verify the same by independent investigation, and CONSULTANT will assume continuing compliance by CONSULTANT with applicable laws relating to the Bonds.

Scope of Engagement as Disclosure Counsel. CONSULTANT shall perform all of the following services as disclosure counsel in connection with the sale, execution and delivery of the Bonds:

- a. Prepare the disclosure document to be reviewed by potential Certificate investors, known as the Official Statement (both preliminary and final), or other disclosure documents in connection with the offering of the Bonds.
- b. Confer and consult with the officers and administrative staff of CITY as to matters relating to the Official Statement.
- c. Facilitate the review and discussion of the Official Statement as deemed necessary by CONSULTANT for the proper exercise of their due diligence with respect to the Official Statement.
- d. On behalf of CITY, prepare a continuing disclosure certificate of CITY to assist the underwriter with complying with Securities and Exchange Commission Rule 15c2-12.
- e. Subject to the completion of proceedings to the satisfaction of CONSULTANT, provide a letter of CONSULTANT addressed to CITY and the underwriter that, although CONSULTANT is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and makes no representation that CONSULTANT has independently verified the accuracy, completeness or fairness of any such statements, no facts have come to CONSULTANT's attention that cause CONSULTANT to believe that the Official Statement as of the date of the Official Statement or the date of Closing contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided, that the opinion need not address financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning insurance, if any, and information concerning The Depository Trust Company and the book-entry system for the Bonds,

which CONSULTANT may expressly exclude from the scope of its opinion.

Excluded Services. CONSULTANT's duties in this engagement are limited to those expressly set forth above, unless otherwise set forth in a written amendment to this Agreement. Among other things, CONSULTANT's duties do not include:

- a. Preparing requests for tax rulings from the Internal Revenue Service, or "no-action" letters from the Securities and Exchange Commission.
- b. Preparing blue sky or investment surveys with respect to the Bonds, or performing research regarding CITY's past compliance with regard to prior continuing disclosure undertakings pursuant to Securities and Exchange Commission Rule 15c2-12, if any.
- c. Drafting state constitutional or legislative amendments.
- d. Pursuing test cases or any other litigation, including but not limited to contested validation actions or legal challenges which arise during the course of the proceedings relating to the Bonds, except as set forth above.
- e. Making an investigation or expressing any view as to the creditworthiness of CITY or the Bonds.
- f. After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking under Securities and Exchange Commission Rule 15c2-12.
- g. Representing CITY in IRS examinations, audits or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, unless specifically requested to do so by CITY, and agreed to by CONSULTANT, providing continuing advice to CITY or any other party concerning any actions that need to be taken regarding the Bonds; e.g., actions necessary to assure that interest paid on the Bonds will continue to be exempt from gross income for state income tax purposes.
- i. Reviewing or opining on the business terms of, validity, or tax consequences of any investment agreement that CITY may choose as an investment vehicle for the proceeds of the Bonds, unless CITY and CONSULTANT agree on the terms of such review and compensation for such review.
- j. Reviewing or opining on the business terms of, validity, or tax consequences of any derivative financial products that CITY may choose to enter into in connection with the issuance of the Bonds, unless CITY and CONSULTANT agree on the terms of such review and compensation for such review.
- k. Reviewing, advising or opining on service contracts relating to proposed

bond projects such as architect contracts, construction contracts or the methods of obtaining said services, or providing advice or opining on or reviewing applications relating to federal or state grant programs or other matching fund programs.

- l. Other than explaining legal requirements or considerations, advising on financial or business decisions with respect to a proposed issue, such as the par amount of the debt to be issued or other pricing variables.
- m. Addressing any other matter not specifically set forth above that is not required to render our Bond Counsel Opinion or Disclosure Counsel.



JONES HALL

475 Sansome Street
Suite 1700
San Francisco, CA 94111
t. 415.391.5780
f. 415.276.2088

February 21, 2020

Via E-Mail

Mr. Julio Morales
Managing Director
Urban Futures, Inc.
17821 E. 17th Street, Suite 245
Tustin, California 92780

Re: Proposal to Provide Bond and Disclosure Counsel Services to the City of San Fernando


Dear Julio:

Jones Hall would love the opportunity to serve as bond and disclosure counsel to the City of San Fernando. We understand that the City is contemplating issuing pension obligation bonds to address its unfunded accrued liability. We understand that the City's UAL totaled approximately \$44.6 million as of the most recent actuarial valuation, and that the City has a voter-approved pension override tax that was approved in 1946.

We are pleased to present the enclosed proposal to provide bond and disclosure counsel services to the City. The information you requested in your request for proposals is included in our proposal.

Please do not hesitate to contact me and Chick Adams with any questions you might have. Thank you for the opportunity to present our firm's qualifications.

Very truly yours,



Juan M. Galvan
Shareholder

Pension Obligation Bond Experience

Summary. Jones Hall has extensive experience working as bond counsel and disclosure counsel on Pension Obligation Bonds (“POBs”). Since they first became popular in the early 2000’s, Jones Hall has been bond counsel on over 50 individual issues of POBs. Below is a summary of our experience with POBs.

Bond Counsel		Disclosure Counsel		Underwriter’s Counsel	
#	Par Value	#	Par Value	#	Par Value
42	\$612.5 Million	14	\$226.7 Million	2	\$75 million

Innovative Financing Structures. Because of our extensive experience as bond counsel on Pension Obligation Bond issues, Jones Hall has been exposed to a variety of innovative financing structures. One alternative financing structure that should be discussed is the use of a lease revenue bond or lease-backed COP issue to fund the City’s pension obligations to PERS. Such a financing takes advantage of the lease exception to the Constitutional Debt Limitation, which avoids the need for a judicial validation entirely. The downside with this approach, of course, is the need to identify leased assets that can collateralize the full principal amount of the financing.

In addition, there are a variety of interest rate provisions that have been employed on POB financings, including auction rate securities, variable rate instruments and swap-backed financial arrangements, which have been utilized primarily to avoid the interest rate penalty resulting from the fact that POBs are issued on a federally taxable basis. In today’s low interest environment, such alternative interest rate provisions probably would not make sense, however, and we mention them only to indicate that the breadth of our experience has exposed us to a variety of alternative financing structures for POBs.

The City’s existing pension override tax, together with the fact that a substantial portion of the pension obligation liability is allocable to the City’s water and wastewater systems, lends itself to another innovative financing structure, which would be to secure the overall financing with a pledge of the override tax, water revenues and wastewater revenues. As discussed more fully below, we believe this approach could have the benefit of avoiding the need for a judicial validation proceedings with respect to the POBs.

Judicial Validation

The accepted practice for POBs has been to validate the issuance of the bonds under the general validation statute which is found in Section 860 et seq. of the California Code of Civil Procedure. Jones Hall is very familiar with these statutes, since the judicial validation process would have been followed for the vast majority of the financings in which Jones Hall has served as bond counsel.

A validation action is a highly specialized form of judicial proceeding. Over the years, we have refined our court pleadings for POB issues and have never failed to achieve a favorable judgment in any action. Typically a judicial validation proceeding takes about 90 days to complete, following the adoption of a resolution authorizing the issuance of the bonds by the City Council. The action is undertaken entirely in the local superior court. We have done a

number of judicial validation proceedings in Los Angeles County, including for the cities of South Gate, Pomona, Huntington Park, Santa Fe Springs and Rolling Hills Estates.

You have asked us to suggest a way to accelerate the judicial validation process. The best way to accomplish this result is to have the City Council immediately adopt a resolution authorizing the issuance of the POBs. We typically use a "skeleton resolution" for this purpose since it can be adopted well before all of the documents have been prepared, such as the Preliminary Official Statement which typically takes several weeks to finalize to the point where it can be formally approved. In other words, we would recommend a two-stage approval process where the skeleton resolution is adopted immediately in order to initiate the validation filings, to be followed several weeks later with a resolution which approves the final form of the various documents that are used in connection with the sale of the bonds. This process typically shaves 3-4 weeks off the time line for commencing the validation action.

Pension Override Tax

We understand that in 1946 the voters approved a pension override tax, which is a dedicated source of funds for payment of the City's annual obligations to PERS. Since a Pension Obligation Bond issue is technically structured as a refunding of an existing obligation (i.e. the City's obligation to PERS), we believe that legally the override tax can be used to repay the POBs. We also understand that in 1985 the State Legislature capped all pre-Prop 13 ad valorem property taxes, including the City's pension override tax. We further understand that the elimination of redevelopment agencies in 2011 has resulted in the collection by the City of a larger portion of the property tax.

According to the RFP, it appears that approximately 87% of the City's unfunded actuarial liability to PERS can be paid out of the pension override tax. Since the purpose of a Pension Obligation Bond is to reduce the amount of annual expenditures in respect of the pension obligation, we assume that a larger portion of debt service on the POBs can be paid out of the tax revenues. We also note that approximately 18% of the pension obligation is allocable to the water and wastewater enterprises.

We will need to examine the underlying proceedings which created the pension override tax before we are in a position to reach a final legal conclusion, but from the facts that have been presented to us it appears that a POB issue could be repaid entirely from the tax and from water and wastewater revenues, without the need for support from the City's general fund. If that is the case, it should be possible to avoid the need for a judicial validation proceeding entirely. The purpose of a judicial validation proceeding is to resolve issues arising under the Constitutional Debt Limitation (Article XVI, Section 18 of the California Constitution), which generally prohibits a city from incurring "indebtedness" without a two-thirds vote. Over the years, the courts have made it clear that debt which is payable from a "special fund" is not subject to these provisions. We are optimistic that a careful review of the facts would lead us to conclude that if the POBs can be repaid from the pension override tax and (if needed) the City's water and wastewater revenues, a judicial validation would not be needed.

Assigned Personnel

Juan Galvan and Chick Adams are partners at Jones Hall, and would serve as lead attorneys on our engagement with the City. Brief biographies for Juan and Chick are provided below.

Juan M. Galvan, Shareholder. Juan would serve as co-bond and disclosure counsel to the City with Chick. Juan has practiced law for more than a decade, and joined the partnership at Jones Hall in 2016. Juan's practice focuses exclusively on public finance. He has extensive experience as bond counsel, disclosure counsel, and underwriter's counsel in a variety of public finance transactions, including POBs and related validation actions.

Juan attended California State University, Northridge, where he received his B.S. in Accounting in 2002 (graduating *magna cum laude*) and the University of California, Berkeley School of Law, where he received his J.D. in 2007. He is admitted to the California Bar and is a member of the National Association of Bond Lawyers. Prior to attending law school, Juan worked as a public accountant at an international accounting firm in Los Angeles, where he advised public companies and public agencies on generally accepted accounting principles. Juan is licensed as an inactive Certified Public Accountant in California.

In addition to practicing law, Juan is active in the Latino legal community. He is a member of the Hispanic National Bar Association, and previously served as the treasurer of the San Francisco La Raza Lawyers Association.

Charles F. Adams, Shareholder. Chick would serve as co-bond and disclosure counsel with Juan. Chick has over 35 years of municipal bond experience and joined Jones Hall in 1979. He has practiced municipal bond law continuously since 1976 with experience in all areas of municipal financing as bond counsel and disclosure counsel. Chick is well known for his ability and creativity in solving difficult legal and financing issues that arise in the course of his legal practice. Chick has extensive experience with POBs, having served as bond and/or disclosure counsel on 10 issues.

Chick received his B.A. degree from Yale University (*magna cum laude*) in 1973, and graduation from the University of Michigan Law School (*summa cum laude*, Law Review and Order of the Coif) in 1976. He is admitted to the California Bar and is a member of the National Association of Bond Lawyers. In addition to his legal career, Chick was a member of the City Council in his hometown of Hillsborough, California, for 13 years during which he served a two-year term as Mayor of the City.

Fees

For our services as bond and disclosure counsel, and special counsel with respect to any related validation proceedings, we propose the following flat fees:

Validation Proceedings	Bond Counsel	Disclosure Counsel
\$7,500	\$50,000	\$25,000

Our fees are strictly contingent upon the closing of the POBs and payable when the bonds are issued. A validation fee would not be payable in the event Jones Hall determines that a judicial validation is not needed as described above.

ATTACHMENT “B”**RESOLUTION NO. 7990****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2019-2020 ADOPTED ON JULY 1, 2019**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2019-2020, 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, Jones Hall will provide legal services related to the issuance of Pension Obligation Bonds (POB) and seeking to appropriate \$100,000 in Professional Services in the Retirement Fund to pay for costs associated with preparing the POB; 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, was adopted on July 1, 2019.

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:

RETIREMENT FUND PROFESSIONAL SERVICES

Increase in Expenditures

018-190-0000-4270

\$100,000.00

PASSED, APPROVED, AND ADOPTED this 2nd day of March 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 special meeting of the City Council held on the 2nd day of March 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



Evaluation of firms providing legal services for proposed POBs





RFP for Legal Services for POB

5 Firms Invited (all headquartered in California):

1. Jones Hall – Juan Galvan
2. Orrick - Kevin Hale
3. Stradling – Brian Forbath
4. Kutak Rock – Albert Reyes
5. Nixon Peabody – Danny Kim

RFP requested summary of experience servings as

- Bond counsel + Validation Proceedings
- Innovative structures
- Experience with Pension Override Tax



2



Summary of Proposals

Proposal Evaluation		
Firm	Experience	Overall Proposal
Jones Hall	1	1
Orrick	2	3
Stradling	3	2
Kutak Rock	3	3
Nixon Peabody	4	4

Top 3 firms stood out

Jones Hall

- Had most # deals and lowest fees. Plus opinion that validation proceedings may not be necessary.

Orrick

- Greatest par value Bond counsel + Validation Proceedings

Stradling

- Innovative COP exchange concept to implement dollar-cost averaging concept to mitigate risk.

Kutak Rock


- Highest fees and limited experience

Nixon Peabody

- No bond counsel experience in CA.



3




Evaluation, Fees & Recommendations

BOND COUNSEL & VALIDATION PROCESS						DISCLOSURE COUNSEL					
Firm	#	Par Value (\$ Millions)	Rank	Bond Counsel	Validation Combined	Firm	#	Par Value (\$ Millions)	Rank	Fees	
Jones Hall	42	\$ 413	1	50,000	7,500	Jones Hall	14	\$ 227	1	\$25,000	
Orrick	16	3,700	2	45,000	15,000	60,000	Stradling	12	1,373	2	35,000
Stradling	11	676	3	45,000	25,000	70,000	Orrick	5	2,600	3	30,000
Nixon Peabody	0	0	5	47,500	20,000	67,500	Nixon Peabody	4	470	4	45,000
Kutak Rock	8	215	4	65,000	27,500	92,500	Kutak Rock	5			42,000

Recommendation:

- Jones Hall – serve as Bond & Disclosure Counsel, and handle the Validation Proceeding. Most deals, lowest fees, plus researched concept to bypass validation process
- Stradling –most experience serving as Underwriter’s Counsel – typically selected by Underwriter.


4

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Vice Mayor Hector A. Pacheco and Councilmembers

From: Mayor Joel Fajardo

Date: March 2, 2020

Subject: Metro Update Regarding the East San Fernando Valley Transit Corridor Project

RECOMMENDATION:

I have placed this on the agenda for City Council discussion and consideration.

BUDGET IMPACT:

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