



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
MARCH 16, 2020 – 6:00 PM
CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

To the extent authorized by the Governor's Executive Order N-25-20 dated March 12, 2020 ("Executive Order") issued in response to the COVID-19 outbreak, the City Council reserves the right to suspend application of certain public meeting requirements under the Brown Act during the term of the Executive Order, including restrictions and noticing requirements relating to the conduct of teleconferenced City Council meetings. Copies of Executive Order will be made available to members of the public.

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 Students of the Month

PRESENTATIONS

- A) CERTIFICATES OF RECOGNITION – STUDENTS OF THE MONTH
- Karl Fortleza – Academy of Scientific Exploration
 - Bruno Gonzalez – Social Justice Humanitas Academy
- Education Commission Chair David Govea

APPROVAL OF AGENDA

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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.

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. FEBRUARY 16, 2016 – REGULAR MEETING
- b. AUGUST 15, 2016 – REGULAR MEETING
- c. SEPTEMBER 19, 2016 – REGULAR MEETING
- d. NOVEMBER 20, 2017 – REGULAR MEETING
- e. FEBRUARY 5, 2018 – REGULAR MEETING
- f. NOVEMBER 26, 2019 – SPECIAL MEETING
- g. MARCH 2, 2020 – SPECIAL MEETING
- h. MARCH 2, 2020 – REGULAR MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 20-032 approving the Warrant Register.

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3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING AND DIRECTING THE CITY CLERK TO DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

Recommend that the City Council adopt Resolution No. 7989 Authorizing and Directing the City Clerk to Destroy Certain Records and Documents Pursuant to Section 34090 of the Government Code of the State of California.

4) CONSIDERATION TO APPROVE A FOUR-MONTH CONTRACT EXTENSION WITH ATHENS SERVICES FOR STREET SWEEPING SERVICES

Recommend that the City Council:

- a. Approve a four-month contract extension (March 1, 2020 to June 30, 2020) with Athens Services (Contract No. 1776) for continued scheduled street sweeping services with no increase in price;
- b. Approve the Second Amendment (Contract No. 1776(b)) to the Athens Services Street Sweeping Contract; and
- c. Authorize the City Manager to execute the Amendment.

ADMINISTRATIVE REPORTS**5) DISCUSSION OF CITY'S ACTIONS REGARDING CORONAVIRUS**

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

6) RECREATION MANAGEMENT SOFTWARE REPORT AND PRESENTATION

Recommend that the City Council:

- a. Receive a presentation from staff regarding the implementation of a new recreation management software for the department; and
- b. Provide staff direction, as appropriate.

7) PRESENTATION OF FISCAL YEAR (FY) 2019-2020 MID-YEAR BUDGET REVIEW AND FY 2020-2021 BUDGET KICKOFF

Recommend that the City Council:

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- a. Review and discuss the FY 2019-2020 Mid-Year Budget Review;
- b. Review the FY 2020-2021 Budget Calendar; and
- c. Adopt Resolution No. 7988 amending the City's FY 2019-2020 Budget to include the proposed mid-year changes.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS AND LIAISON UPDATES****ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Elena G. Chávez, CMC

City Clerk

Signed and Posted: March 12, 2020 (6:00 p.m.)

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

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**FEBRUARY 16, 2016 – 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 6:02 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, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

City Attorney Olivarez reported that Mayor Fajardo wanted to add an item to the agenda regarding a proposed amicus brief that's being filed with the Supreme Court. He explained that in order to add the item to an agenda after it was posted, two findings must be met (i.e., it came to the attention to the City after agenda was posted and there is a need to take immediate action before the next regular meeting). He also explained that it would take 4/5's vote to add the item to the agenda.

Mayor Fajardo gave a brief summary regarding this item.

Vice Mayor Ballin requested a five-minute recess to review the information provided.

RECESS (6:07 P.M.)

Mayor Fajardo called for a brief recess to allow time for his colleagues to review the information and determine whether to add the item, or not.

SAN FERNANDO CITY COUNCIL**MINUTES – February 16, 2016****Page 2****RECONVENE (6:13 P.M.)****APPROVAL OF AGENDA (CONTINUED)**

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to add the above-mentioned item to the agenda as item No. 12.

The motion carried with the following vote:

AYES: Ballin, Gonzales, Lopez, Fajardo – 4

ABSTAIN: Soto – 1

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Michelle Guijarro discussed traffic problems on Macneil St. and Brand Blvd. and urged Council to maintain red curbing to facilitate student drop-off and pick-up.

Michael Remenih alleged increased legal costs to the City as a result of Councilmember Soto's illegal and unethical activities and urged him to resign.

Chris Duran, Relay for Life spokesperson, announced upcoming events in the City of San Fernando, requested an additional date (April 17th) for their Parking Lot Sale and encouraged the public and local businesses to participate.

Dee Akemon referenced an item discussed at the last Council meeting regarding LAUSD, student drop-off and pick-up and the addition of red curbing to minimize negative effects on nearby residents. She urged Council to tell them to do better projects in the City.

Tommy Elmore spoke in support of the City's consideration of adding traffic and safety striping in front of Vista del Valle Elementary School.

Mary Mendoza spoke in opposition to the sale of San Fernando Hospital on Chatsworth, urged Council transparency and community input, discussed replacing the trees that were removed from So. Brand Blvd., requested a public meeting on the condition of the City's sewer system, and asked for a report on the Strategic Plan update.

CONSENT CALENDAR

Councilmember Lopez pulled Item No. 1 for further discussion.

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

- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 16-022 APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO INSTALL STREET STRIPING AND MARKING IMPROVEMENTS ON ARROYO AVENUE ADJACENT TO CESAR CHAVEZ LEARNING ACADEMY
- 4) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING DIVISION 5 (TEMPORARY USES AND STRUCTURES) OF CHAPTER 106 (ZONING) OF THE CITY CODE IN ORDER TO ESTABLISH REGULATIONS FOR UNATTENDED COLLECTION BOXES
- 5) CONSIDERATION TO AUTHORIZE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOUSING RELATED PARKS PROGRAM GRANT TO FUND LAYNE PARK IMPROVEMENTS

By consensus, the motion carried.

Items Removed for Further Discussion

- 1) REQUEST TO APPROVE MINUTES OF JANUARY 19, 2016 – REGULAR MEETING

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to approve the minutes and the motion carried with the following vote:

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

ADMINISTRATIVE REPORTS

- 6) UPDATE ON COUNTYWIDE PARK NEEDS ASSESSMENT

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

Discussion followed regarding ten most-voted on projects, the possibility of building a skate park at an existing (appropriate) facility and the challenges, repairing and maintaining existing facilities beforehand, and prioritizing the correct projects. Ensuing discussion pertained to the possibility of installing artificial turf versus grass, Council's obligation to respect the list of projects generated from the assessment, the possibility of seeking grant funding for some of the projects, adding WiFi to all City parks, and adding field lights at Las Palma Park for increased safety.

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By consensus, Councilmembers provided direction to staff to move forward on the final recreation facility projects, as presented and discussed, prior to submission to Los Angeles County Department of Parks and Recreation. By consensus, the motion carried.

7) PRESENTATION OF FISCAL YEAR 2014-2015 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Finance Director Nick Kimball gave the staff report and replied to questions from Councilmembers.

Discussion followed regarding Measure A and its sunset, efforts to increase the City's surplus within the next five years, selling the City's properties at appraised values, the need to begin smart planning to cut expenses, the need for a line item showing Capital Improvement Projects and maintenance costs, being creative to fund deferred capital projects, the benefits of having multi-year contracts with bargaining units, and showing a breakdown of operating expenses and transactions of land sales in future presentations to Council.

Ensuing discussion pertained to the process for executing the Fire Station properties, considering future land sales, reviewing the risks associated with selling, the median age of City employees, the collaborative efforts staff and residents relative to Measure A and the need for a deferred maintenance schedule of capital projects.

By consensus, Councilmembers received and filed the Fiscal Year 2014-2015 Comprehensive Annual Financial Report.

8) PRESENTATION OF FISCAL YEAR 2015-2016 MID-YEAR BUDGET REVIEW AND FISCAL YEAR 2016-2017 BUDGET OUTLOOK

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

City Manager Saeki reviewed Council's goals and priorities.

Discussion followed regarding past priorities and goals that need finality, the need to be mindful of the City's current financial situation, making goals and quantifying priorities to make sure they are attainable, addressing critical infrastructure needs, plans for the Lopez Villegas House, conducting a cost/benefit analysis of waiving fees for certain City events, reducing expenses for the City newsletter, the need to increase sewer and water rates in the near future, and considering budget impacts in terms of goals and priorities.

Motion by Councilmember Gonzales, seconded by Councilmember Soto, to adopt Resolution No. 7726, amending the City's Fiscal Year 2015-2016 budget to include the proposed changes. By consensus, the motion carried.

9) CONSIDERATION TO ASSESS THE POTENTIAL ENFORCEMENT OF EMISSIONS OF ICE CREAM TRUCKS AND RELATED VENDORS

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Councilmember Soto provided background information and said that he wants to begin the process of identifying problems and concerns related to vehicle emissions (but not necessarily regulate at this time).

Discussion ensued amongst Councilmembers regarding emissions pertaining to ice cream and food trucks, gas and charcoal barbeques, fireplaces, the legal implications of regulating certain entities, and agreed to move forward but need more information.

City Attorney Olivarez suggested his office report back (i.e., provide a presentation) on some of the things that can be done. The discussion would have to be broad-based and not concentrate on specific types of vehicles (i.e., ice cream trucks). Then perhaps Council may choose to be a little aggressive in terms of regulations for vehicles, gas and charcoal barbeques, fireplaces, etc. (further discussions may have to be held in Closed Session).

By consensus, Councilmembers agreed to allow staff time to bring back additional information.

10) CONSIDERATION TO ASSESS THE FEASIBILITY OF AMENDING THE SAN FERNANDO CITY CODE TO ESTABLISH DESIGNATED CHILDREN PLAYGROUND AREAS

Councilmember Gonzales presented a report noting this provides the opportunity for the City to be proactive in protecting the community.

Discussion followed regarding security issues in City parks, the need to be vigilant in protecting children, and studying ordinances of other cities to determine what has worked and what has not.

By consensus, Councilmembers agreed to allow staff to return to Council with recommendations for an ordinance.

11) CONSIDERATION OF OPPOSITION TO SENATE BILL 876 (LIU): HOMELESSNESS

City Manager Saeki gave the staff report and recommended drafting the attached letter for Mayor's signature.

Discussion followed regarding the importance of maintaining local control.

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to direct staff to draft a letter of opposition to SB 876, as attached to the staff report for the Mayor's signature. By consensus, the motion carried.

12) CITIES AND COUNTIES PROPOSED AMICUS BRIEF: SUPREME COURT APPEAL ON IMMIGRATION EXECUTIVE ACTION

Mayor Fajardo provided background information regarding this item.

Councilmember Soto spoke about needing more time to get input from the community.

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Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to allow use of the City name and/or the City Attorney's name to sign onto the Amicus Brief.

The motion carried with the following vote:

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

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Gonzales noted an upcoming Library Commission meeting and gave an update regarding the ICA Winter Conference and announced the ICA Summer Conference.

Councilmember Lopez gave an update regarding Metropolitan Transportation Authority meetings and a recent SCAG meeting, including the availability of scholarships/internships and spoke about lobbying efforts in Sacramento.

Vice Mayor Ballin gave a brief update regarding a Metropolitan Water District meeting and noted an upcoming ICFA meeting.

Mayor Fajardo gave updates regarding COG and workshops related to City priorities for the area and some of the initiatives they are taking, including Measure R2, and will provide more information at the next Council meeting.

City Clerk Chávez gave an update regarding the activities of the Education Commission and reported that their regular meeting will be held next Tuesday.

GENERAL COUNCIL COMMENTS

Councilmember Soto talked about child safety, spoke in support of a skate park, and discussed the importance of Police Department visibility to keep the community safe.

Councilmember Gonzales thanked staff for all their hard work.

Councilmember Lopez looked forward to working hard to develop solutions to the City's current deficits.

Vice Mayor Ballin acknowledged a member of the public who expressed concerns about the condition of water fountains in City parks. She also voiced concerns regarding LAUSD's request to keep the gate at the charter school, open, as well as the parking situation at Cesar Chávez Learning Academy.

Mayor Fajardo thanked staff for their hard work and discussed unsafe conditions regarding parking at Cesar Chávez Learning Academy.

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STAFF COMMUNICATION

None

ADJOURNMENT (9:22 P.M.)

Motion by Councilmember Gonzales, seconded by Councilmember Soto, 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 16, 2016, meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 15, 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 6:02 p.m.

Present:

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

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

Absent: Councilmember Antonio Lopez

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer Angela Vasquez

APPROVAL OF AGENDA

City Manager Brian Saeki pulled Consent Calendar Item No. 3 noting it will be on Council's next meeting agenda.

Motion by Vice Mayor Fajardo, seconded by Mayor Gonzales, to approve staff's recommendation to pull the item. By consensus, the motion carried.

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

PRESENTATIONS

The following presentation was made:

- a. TRIBUTE TO OUR TROOPS – Recognition of Jose Gutierrez

SAN FERNANDO CITY COUNCIL**MINUTES – August 15, 2016****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Gabriela Buenrostro, San Fernando Library, announced an upcoming event at the Library "Your Library, Your Voice" and encouraged the public to attend.

Paul Larson asked about the calculation setting the property tax rate, said the flags on Maclay Ave. are faded or gone, commented positively regarding the street sweeping company and Republic Services, and inquired whether the new traffic signal on Brand Blvd. and DeGarmo St. is really needed.

Marisol Espinoza, Public Affairs Manager, SoCalGas, provided an update regarding the Aliso Canyon Storage Field facility.

Dee Akemon thanked the Police Department for the recent community party, referenced a disturbance caused by a Councilmember, and hoped staff is not bogged down with too many requests from one Councilmember.

Michael Remenih discussed the success of National Night Out but expressed concerns regarding Councilmember Soto handing out flyers (divisive, disruptive propaganda) during the event causing the City, harm.

Jorge Cervantes, Vice President of the SFPOA, expressed disappointment regarding Councilmember Soto's comments, communications and actions.

CJ Chiasson, SFPOA, also expressed concern regarding the comments and behavior of Councilmember Soto and asked Council to show support for their members by censuring his actions.

Jose Diaz discussed a long history of deception and corruption in the City, which he said is why the City is currently dealing with several major lawsuits. He stated that he was talking from first-hand experience (he had been falsely arrested but exonerated from all charges and was victorious in his lawsuit), and spoke in support of Councilmember Soto.

Linda Campanella Jaaron referenced a flyer distributed by Councilmember Soto noting several inaccuracies and appearing to be an official City document, including the City Seal, and she spoke in support of the Police Department.

Rafael Garcia, Republic Services, provided an update of pending issues noting a meeting with staff and Councilmember Ballin, he commended the City on the success of the National Night Out event, and gave information regarding upcoming events.

Jesse Avila commented positively on the National Night Out event, expressed concern regarding the increased taxes due to the City's increasing litigation numbers, and asked the City Attorney to look into the actions of Councilmember Soto during the National Night Out event.

Rosie Lopez thanked the Police Chief for caring about issues in the City, commented positively on the recent National Night Out event, thanked Councilmember Soto for his continued

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commitment to underrepresented, said that the flyer he distributed was more informative than divisive, and that the hateful verbiage and motives by the elite few appear self-serving.

Cynthia Lopez urged Council to revisit the issue of Commissioner conduct. She reported that during meetings, certain Commissioners use profanity and make aggressive commentary with no regard for other members in the audience.

Michelle Guijarro voiced support for the Police Department and Council, reported that the landscape and sidewalk at a school on Eighth Street are not properly maintained, and is in opposition to Councilmember Soto.

Mary Mendoza reminded Council that residents oppose the 101 proposed multi-family units at the former JC Penney building and the 759 multi-family units in the Transit Oriented Development, spoke against the disclosure of residents who had unpaid bills with Republic Services, and thanked Councilmember Soto for his recent townhall meeting.

In response to Councilmember Soto's concern regarding meeting disruption, City Attorney Olivarez agreed that audience members must be respectful of those speaking under public comments (whether you agree with them or not), and need to show them respect.

Ricardo Benitez, office of Assemblymember Patty Lopez, announced upcoming workshops, projects and events.

In response to Brenda Perez' question, City Attorney Olivarez replied that anyone, whether they live in the City or not, has a right to attend every City Council meeting and speak during public comments.

Brenda Perez reported the City has had multiple shootings, increased drug sales, and several lawsuits involving the San Fernando Police Department. She said those things would have been avoided if the City Manager was careful about who he put in charge, and she talked about alleged misappropriate actions relative to hosting a radio show inside the Police Department.

CONSENT CALENDAR

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

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE PROPERTY TAX RATE REQUIRED TO MEET THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2016-2017

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- 3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MORRISON MANAGEMENT SPECIALISTS FOR MEAL SERVICE FOR THE ELDERLY NUTRITION PROGRAM

This item was pulled under Approval of Agenda.

By consensus, the motion carried.

PUBLIC HEARING

- 4) CONSIDERATION OF AN ORDINANCE AMENDING CITY PARKING RATIOS FOR DENTAL AND MEDICAL CLINICS CITYWIDE

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

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to open the Public Hearing. By consensus, the motion carried.

Mayor Gonzales called for public testimony; there was none.

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

Community Development Director Ramirez replied to questions from Vice Mayor Fajardo regarding shared parking.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to introduce for first reading, in title only, and waive further reading of Ordinance No. 1656 by title, “An Ordinance of the City Council of the City of San Fernando, California Amending Section 106-822 of Division 3 (Vehicular Parking) of Article V (General Development Standards) of Chapter 106 (Zoning) of the San Fernando City Code and Amending the San Fernando Corridors Specific Plan, Both Regarding Parking Ratios for Dental and Medical Clinics.”

The motion carried with the following vote:

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

ADMINISTRATIVE REPORTS

- 5) CONSIDERATION TO DESIGNATE A VOTING DELEGATE AND ALTERNATES FOR THE 2016 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

SAN FERNANDO CITY COUNCIL**MINUTES – August 15, 2016****Page 5**

City Manager Saeki presented the staff report and discussion ensued regarding suggested appointees.

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

- a. Designate Vice Mayor Fajardo as a voting Delegate for the League of California Cities Annual Conference;
- b. Designate both Mayor Gonzales and Councilmember Soto as Alternate Voting Delegates, one of whom may vote in the event that the designated Delegate is unable to serve in that capacity; and
- c. Authorize the City Clerk to execute and submit the 2016 Annual Conference Voting Delegate/Alternate Form.

By consensus, the motion carried.

6) **UPDATE ON BUSINESS LICENSE COSTS FOR SPECIAL EVENT ORGANIZERS AND VENDORS**

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

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

- a. Authorize the classification of special event organizers and special event vendors as swap meet operators and swap meet exhibitors, respectively; and
- b. Authorize reducing the Business License processing fee for special events to \$11.00 plus applicable required State fee.

The motion carried with the following vote:

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

7) **SISTER CITY PROPOSAL**

City Manager Saeki gave brief background information regarding Mayor Gonzales' request to agendize this item to consider a possible sister-city relationship with Guadalajara, Mexico. He reported that if there is Council interest, staff would take approximately five to six hours to prepare an initial letter of interest.

Discussion followed regarding reaching out to them to see if they want to partner with the City and the need to be cost-conscious.

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Motion by Mayor Gonzales, seconded by Vice Mayor Fajardo, to allow the City Manager to research and reach out to the Mexican Consulate via a letter.

The motion carried with the following vote:

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

RECESS TO CLOSED SESSION (7:40 P.M.)

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

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiator: City Manager Brian Saeki

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

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

**B) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS AND PROVIDE UPDATES
ON MULTIPLE EXISTING LITIGATION MATTERS**

G.C. §54956.9(d)(1)

Todd Orsini v. City of San Fernando, WCAB Case No. ADJ8250678
Rosa Castro v. City of San Fernando, Federal Court Case No. 2:15-cv-09534-CAS-RAO
Dakota Grijalva v. City of San Fernando, LASC Case No. BC547507
Concepcion Mejia v. City of San Fernando, LASC Case No. BC591676
Matthew Coughlin v. City of San Fernando, LASC Case No. BC589356
Jorge Bayardo v. City of San Fernando, LASC Case No. BC626481
Kevin Yoo v. City of San Fernando, LASC Case No. BC626482
Young Bin Cho v. City of San Fernando, LASC Case No. BC626478
Jeffrey Pak v. City of San Fernando, LASC Case No. BC626480
Saul Garibay v. City of San Fernando, LASC Case No. BC626479

**C) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS AND PROVIDE UPDATES
ON MULTIPLE MATTERS FOR WHICH THE CITY OF SAN FERNANDO HAS
BEEN PRESENTED WITH A CLAIM OR SOME OTHER WRITTEN**

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COMMUNICATION FROM A POTENTIAL PLAINTIFF THREATENING LITIGATION

G.C. §54956.9(d)(2) AND §54956.9(e)(3)

Eleven (11) Matters

RECONVENE/REPORT OUT FROM CLOSED SESSION (9:24 P.M.)

City Attorney Olivarez reported Council met in closed session, with Councilmember Lopez, absent, to discuss the following:

Item A – The City Council received an update, direction was given, but no final action taken, nothing further to report.

Items A and B – The City Council received a briefing on all items, no direction was given, no final action taken, nothing further to report.

Regarding Item B: Todd Orsini v. City of San Fernando, WCAB Case No. ADJ8250678

Council gave direction (and voted to give direction) to Legal Counsel on the item (Councilmember Soto abstained).

For the record, Council appointed Chris Marcarello as Acting City Clerk, as City Clerk Chávez had to leave.

CITY COUNCIL - LIAISON UPDATES

Councilmember Ballin announced an upcoming Metropolitan Water District board meeting where a presentation was given regarding active shooter training and requested a similar presentation to be provided to Council.

Vice Mayor Fajardo announced an upcoming Chamber of Commerce meeting.

Mayor Gonzales stated there was no quorum at the recent Independent Cities Association so there was no report.

DEPARTMENT HEADS - COMMISSION UPDATES

Deputy City Manager/Public Works Director Marcarello reported that the Chief of Police met with Councilmember Ballin regarding the possibility of establishing a parking permit program and reported the item will be considered by Council at an upcoming meeting.

SAN FERNANDO CITY COUNCIL**MINUTES – August 15, 2016****Page 8****GENERAL COUNCIL COMMENTS**

Councilmember Soto reported he witnessed Jesse Avila shove Brenda Perez as he made his way out the door and felt Council should take action to censure and/or not allow him to attend Council meetings for a duration of time. He noted the conduct is not acceptable and referenced comments by Michael Remenih.

Councilmember Ballin noted Mr. Remenih has First Amendment Rights and can say what he wants (he does not use profanity) and reported that Officer Rosenberg should never have been threatened to have his rights taken away (he was not "on the clock").

Vice Mayor Fajardo stated he does not know of any Commissioner using profanity and suggested the public come forward with more details, he agreed with comments and concerns regarding Councilmember Soto's actions at National Night Out event, and hopes that future meetings will be conducted with respect to all.

Mayor Gonzales agreed with comments made by Councilmembers Ballin and Fajardo, commented positive on the National Night Out event, announced an upcoming family event at the San Fernando Library, and urged Councilmembers to be respectful, positive and professional.

STAFF COMMUNICATION

None

ADJOURNMENT (9:36 P.M.)

Motion by Vice Mayor Fajardo, seconded by Mayor 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 15, 2016, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**SEPTEMBER 19, 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 6:08 p.m.

Present:

Council: Mayor Robert C. Gonzales, Vice Mayor Joel Fajardo, and Councilmembers Antonio Lopez (arrived at 6:18 p.m.), and Sylvia Ballin

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

Absent: Councilmember Jaime Soto

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer Samantha Martinez

APPROVAL OF AGENDA

City Manager Saeki requested to add a presentation regarding Metrolink to the agenda.

Motion by Councilmember Ballin, seconded by Vice Mayor Fajardo, to approve the added presentation.

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

PRESENTATIONS

The following presentations were made:

a) TRIBUTE TO OUR TROOPS

SAN FERNANDO CITY COUNCIL**MINUTES – September 19, 2016****Page 2**

Although this presentation removed from the agenda, Vice Mayor Fajardo made brief comments regarding National POW/MIA Recognition Day which was September 16.

- b) SAN FERNANDO NATIONAL LITTLE LEAGUE GIRLS SOFTBALL CHAMPIONS
- c) PRESENTATION BY METROLINK

PUBLIC STATEMENTS – WRITTEN/ORAL

Frank Villalpando talked about a Caltrans employee, Jorge Lopez, who was struck and killed while on the job, and asked Council to adjourn the meeting in his memory.

Tom Chacon, Panorama City, discussed the proliferation of homeless encampments in Panorama City in comparison to San Fernando and commended the City for doing things right.

Kenny LaSalle, Congressman Tony Cardenas' office, talked about an upcoming job fair, constituent services will be provided, and urged the public to contact his office for additional information.

Christina Bernal spoke in support of the San Fernando Fall Harvest Brewfest (Item No. 7).

John Phillips spoke in support of Voluntary Parking Permit Districts in Residential Neighborhood Zone (Item No. 6).

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. SEPTEMBER 6, 2016 – SPECIAL MEETING
 - b. SEPTEMBER 6, 2016 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONFLICT OF INTEREST CODE – BIENNIAL REVIEW
- 4) CONSIDERATION TO ACCEPT AND APPROPRIATE THE NATIONAL ENDOWMENT FOR THE ARTS GRANT AWARD TO SUPPORT THE CITY OF SAN FERNANDO MARIACHI MASTER APPRENTICE PROGRAM

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – September 19, 2016****Page 3****ADMINISTRATIVE REPORTS**

- 5) UPDATE REGARDING THE MORATORIUM ON THE APPLICATION FILING, PROCESSING, APPROVAL AND ISSUANCE OF PERMITS FOR MULTIPLE-FAMILY DWELLING PROJECTS THROUGH JANUARY 18, 2017 (CITY COUNCIL URGENCY ORDINANCE NO. U-1652)

Deputy City Manager/Public Works Director Chris Marcarello gave the staff report, provided Council with a status update, and introduced Rob Larson, ADS Environmental Services, who also made a brief presentation.

Discussion ensued regarding the possibility of having to raise water rates in the City if the City has to tap into MWD, Council's need to take a hard look at existing and future impacts of multi-family dwellings, providing regular updates to Council, setting standard percentages in terms of maximum flow, the cost-effectiveness of repairing versus laying new pipes throughout the City, water availability and demand, promoting on-going water conservation and the need for further studies and analysis to plan for the future.

City Manager Saeki reported those analyses will be brought back to Council as part of the EIR process.

Discussion continued regarding extending consideration of the moratorium until December 5, 2016. Ensuing discussion pertained to considering additional information regarding the TOD overlay, parking, staff time, the effects of a growing population on natural resources and natural disasters, trash and pollution, whether increases in density result in greater tax revenues for the City and the possibility of considering ADUs as Council discusses the process.

By consensus, Councilmembers provided direction to staff to bring back the Moratorium on the Application Filing, Processing, Approval and Issuance of Permits for Multiple-Family Dwelling Projects that is set to expire on January 18, 2017 to the City Council meeting of December 5, 2016.

- 6) CONSIDERATION OF VOLUNTARY PARKING PERMIT DISTRICTS IN RESIDENTIAL NEIGHBORHOOD ZONES

Deputy City Manager/Public Works Director Marcarello gave the staff report and responded to questions from Councilmembers.

Discussion followed regarding the possibility of outsourcing monitoring, violations and ticketing, the need to study the item to determine how much revenue could be raised or the City, limiting the number of permits per property, residents' expectations to park on their own property, impacts to Zone 2, making the permits non-transferable, including guest parking restrictions and encouraging residents to park within their own garages/driveways.

By consensus, Councilmembers provided direction to staff to bring back the Consideration of Voluntary Parking Permit Districts in Residential Neighborhood Zones to City Council in November, as discussed.

SAN FERNANDO CITY COUNCIL**MINUTES – September 19, 2016****Page 4**

7) **CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE SAN FERNANDO FALL HARVEST BREWFEST AND DISCUSSION OF CITY POLICY PERTAINING TO CO-SPONSORSHIPS**

Vice Mayor Fajardo placed this item on the agenda and is recommending that the City Council consider co-sponsoring the San Fernando Fall Harvest Brewfest.

Dave Bernal provided information about the proposed festival and responded to questions from Councilmembers.

Discussion followed regarding non-profits benefitting from the event, details of the proposed unlimited tasting, other future events,

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

- a. Approve City co-sponsorship of the San Fernando Fall Harvest Brewfest;
- b. Approve the use of the City Seal on San Fernando Fall Harvest Brewfest print material;
- c. Consider waiving special event fees for implementation of the San Fernando Fall Harvest Brewfest;
- d. Consider adopting Resolution No. 7762 to increase expenditures of Fiscal Year 2016-2017 Fund 001 budget by \$2,875 to fund staffing costs for the San Fernando Fall Harvest Brewfest on October 22, 2016; and
- e. Provide any additional feedback regarding City co-sponsorship of events.

By consensus, the motion carried.

8) **APPOINTMENTS TO CITY COMMISSIONS**

Due to his absence, Councilmember Soto's agenda item was tabled.

9) **CONSIDERATION OF VIN SCULLY DAY PROCLAMATION**

Mayor Gonzales said he placed this item on the agenda for City Council consideration.

Motion by Mayor Gonzales, seconded by Councilmember Lopez to declare September 23, 2016 as Vin Scully Day in the City of San Fernando. By consensus, the motion carried.

CITY COUNCIL - LIAISON UPDATES

Councilmember Ballin discussed a recent Metropolitan Water District Board meeting.

Vice Mayor Fajardo discussed a recent COG meeting and noted support for Measure M.

Mayor Gonzales provided an update of a recent Independent Cities Association meeting and discussed upcoming events.

SAN FERNANDO CITY COUNCIL**MINUTES – September 19, 2016****Page 5****DEPARTMENT HEADS - COMMISSION UPDATES**

Director of Recreation and Community Services Ismael Aguila gave updates on a recent meeting of the Arts Commission.

GENERAL COUNCIL COMMENTS

Councilmember Lopez thanked staff for their work and the public for their engagement and discussed the recent passing of Richard Lainer who worked as a commercial broker in the City.

Councilmember Ballin thanked Frank Villalpando from the City's Public Works Department and spoke in support of the San Fernando Police Department.

Vice Mayor Fajardo agreed with Councilmember Ballin's comments in support of the San Fernando Police Department and announced an upcoming park cleanup event.

Mayor Gonzales urged the public to participate in the upcoming San Fernando 5K and discussed a meeting with LAHSA regarding homelessness.

STAFF COMMUNICATION

City Manager Saeki confirmed the upcoming park cleanup event.

ADJOURNMENT (8:16 P.M.)

Motion by Vice Mayor Fajardo, seconded by Councilmember Lopez, to adjourn the meeting in memory of our fallen soldiers, prisoners of war, and those missing in action, and in memory of Caltrans Highway Worker Jorge Lopez and Richard Lainer. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 19, 2016, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 20, 2017 – 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 6:08 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez (arrived 6:12 p.m.) and Councilmembers Jaime Soto, Joel Fajardo, and Robert C. Gonzales

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

PLEDGE OF ALLEGIANCE

Led by Public Works Management Analyst Kenneth Jones

APPROVAL OF AGENDA

Councilmember Fajardo requested to table Items No. 7 and 8 until the next City Council meeting.

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

PRESENTATIONS

The following presentation was made:

- a) RECOGNITION OF POLICE RESERVE OFFICERS AND CITY VOLUNTEERS

DECORUM AND ORDER

City Attorney Olivarez provided a brief summary of the rules.

SAN FERNANDO CITY COUNCIL**MINUTES – November 20, 2017****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Maria Calleros, SEIU Local 721, thanked all volunteers for helping to make the City, great, discussed a proposal submitted by the City, and asked for fairness in Council's consideration.

Frank Avila asked for Council's support of the current and future MOU with City employees and fairness, going forward.

Lauren Guerra, Public Works employee, expressed gratitude for her job, noted challenges and stated they are just asking for their fair share including continued healthcare, contract protection and a fair, living wage.

Patty Lopez spoke in support of contract negotiations for City employees and asked Council to promote women's rights.

Ruben Quintana, SEIU Local 721, spoke in support of City employees and urged Council to be fair in contract negotiations.

Mary Mendoza asked for an update on the JC Penney apartment project.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave updates regarding the Library Commission.

Councilmember Fajardo gave updates regarding the San Fernando Valley Council of Governments.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE THE MINUTES OF NOVEMBER 6, 2017 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE SALARY SCHEDULE TO INCLUDE THE NEGOTIATED MINIMUM WAGE INCREASES FOR CERTAIN PART-TIME CLASSIFICATIONS
- 4) CONSIDERATION TO ADOPT A RESOLUTION APPOINTING THE CITY'S REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA) GOVERNING BOARD

**SAN FERNANDO CITY COUNCIL
MINUTES – November 20, 2017
Page 3**

By consensus, the motion carried

PUBLIC HEARING

5) CONSIDERATION TO APPROVE ANNUAL GENERAL PLAN HOUSING ELEMENT PROGRESS REPORTS FOR CALENDAR YEARS 2015 AND 2016

Interim Community Development Jack Wong gave the staff report.

Mayor Ballin opened the Public Hearing.

There were no questions from Councilmembers.

Mayor Ballin invited public comments.

Mary Mendoza understood the City already met its affordable housing requirements and asked for clarification.

There being no further comments Mayor Ballin closed the public comment portion of Public Hearing.

Councilmember Soto stated he is not in a position to vote on this matter as more time is needed to study the large volume of information.

Motion by Councilmember Gonzales, seconded by Vice Mayor Lopez, to approve staff's recommendation to:

- a. Approve the General Plan Housing Element Annual Progress Reports for the Calendar Years 2015 and 2016; and
- b. Authorize staff to forward the 2015 and 2016 Housing Element Annual Progress Reports to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

The motion carried with the following vote:

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

6) CONSIDERATION TO ADOPT RESOLUTIONS CERTIFYING ENVIRONMENTAL IMPACT REPORT SCH NO. 2015121088 AND APPROVING THE AMENDMENTS TO THE CITY'S GENERAL PLAN TEXT AND MAP, AND CONSIDERATION TO ADOPT AN ORDINANCE APPROVING THE SAN FERNANDO CORRIDORS

SAN FERNANDO CITY COUNCIL**MINUTES – November 20, 2017****Page 4****SPECIFIC PLAN SP-5 AND RELATED AMENDMENTS TO THE CITY'S ZONING ORDINANCE TEXT AND MAP**

City Attorney Olivarez announced Councilmember Fajardo may have a conflict of interest and as an abundance of caution, advised him to recuse himself from the item.

At this time, Councilmember Fajardo exited the Council Chambers and did not return for the remainder of the meeting.

Mayor Ballin opened the Public Hearing.

Interim Community Development Director Wong gave the staff report along with David Sargent, Sargent Town Planning.

Discussion followed regarding preserving the historic value of the City, considering how traffic will be rerouted, mitigating existing businesses with additional housing and keeping existing uses, definition of live-work units, proposed changes in the Land Use element, allowing business owners to rent out their living units, using the CUP process to ensure compatibility of businesses and living units and results of the traffic study and traffic circulation, the need to consider public safety and input, and efforts for developing market-rate housing and promoting home-ownership.

Mayor Ballin referenced the large volume of information and suggested the need for more time for Councilmembers to review, and she recommended continuing the item to a future meeting. Additionally, she suggested placing a public notice in The Sun newspaper, of the continued Public Hearing.

Brief discussion followed regarding including notice of the meeting in water bills and notices sent to date relative to the TOT workshops.

Mayor Ballin invited comments from the public.

Brent Bell, business and property owner on First Street, discussed continuing his business but expressed concerns that heavy industrial zones will be eliminated, and his property and business will lose value.

Alf Knudson, representing a business on First Street, spoke in support of another coffee shop on First Street; expressed concerns with limitations to operating hours and reported Metro will "eminent domain" many of the properties on First Street.

Ron Hernandez, business and property owner on First Street, stated he has never been notified of workshops, discussed Metro Link's intention to obtain property through eminent domain, spoke in opposition to the project, and urged Council to take its time to consider all aspects of the project and listen to the community.

Mary Mendoza expressed concerns regarding increased densities in the City, questioned whether the public hearing notice was published in the newspaper, urged Council to preserve the

SAN FERNANDO CITY COUNCIL**MINUTES – November 20, 2017****Page 5**

industrial areas of the City, referenced a Development Advisory Committee, and agreed with the need to continue the item to allow resident input and for Council to make an informed decision.

City Manager Meyerhoff addressed noticing, the number of notices mailed, posting and distribution of the agenda.

Discussion followed regarding requirements or environmental justice and allowing specific uses to continue in the future.

Motion by Mayor Ballin, seconded by Commissioner Soto, to direct staff to mail notices of the Public Hearing to City water customers and continue the Public Hearing to the next regular City Council meeting of December 4, 2017.

The motion carried with the following vote:

AYES:	Gonzales, Lopez, Ballin – 3
NOES:	None
ABSTAIN:	Soto – 1
ABSENT:	Fajardo - 1

ADMINISTRATIVE REPORTS

The following items were removed under Approval of Agenda.

- 7) GENERAL DISCUSSION OF DEVELOPMENT ISSUES INCLUDING, BUT NOT LIMITED TO, PROJECT LABOR AGREEMENTS, DOWN PAYMENT ASSISTANCE PROGRAMS, AND OTHER TOPICS OF COMMUNITY CONCERN OR INTEREST
- 8) CONSIDERATION TO ADOPT AN ORDINANCE REGARDING THE REGULATION OF BEHESTED PAYMENTS

DEPARTMENT HEADS - COMMISSION UPDATES

City Clerk Chávez reported that the Education Commission will be holding their regular meeting next Tuesday to continue discussions regarding the scholarship program.

Recreation Supervisor Maribel Perez discussed the next meeting of the Parks, Wellness and Recreation Commission.

Cultural Arts Supervisor Virginia Diediker gave updates regarding upcoming events in the Recreation and Community Services Department.

Interim Community Development Director Wong provided a brief overview of his efforts in obtaining a grant from the Strategic Growth Council.

SAN FERNANDO CITY COUNCIL**MINUTES – November 20, 2017****Page 6****GENERAL COUNCIL COMMENTS**

Councilmember Soto thanked everyone for attending the meeting, addressed efforts for fundraising to help areas of disaster, hoped to form an ad hoc committee to review Fire Department policies for disaster preparedness, and wished everyone a Happy Thanksgiving.

Vice Mayor Lopez wished everyone a Happy Thanksgiving.

Mayor Ballin wished everyone a Happy Thanksgiving.

STAFF COMMUNICATION

City Manager Meyerhoff thanked City staff involved in interviews for the Parks, Wellness and Recreation Services Director and the Community Development Director recruitment.

ADJOURNMENT (9:40 P.M.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 20, 2017, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

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

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

CALL TO ORDER/ROLL CALL

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

Present:

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

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

Absent: Vice Mayor Antonio Lopez

PLEDGE OF ALLEGIANCE

Led by Director of Public Works/City Engineer Yazdan (Yaz) Emrani

APPROVAL OF AGENDA

Councilmember Soto requested to move up Item No. 8 on the agenda.

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

PRESENTATIONS

The following presentation was made:

a) 2018 HOMELESS COUNT – RECOGNITION OF STAFF AND VOLUNTEERS

DECORUM AND ORDER

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

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

Charles Leone, representing SFPEA, Local 721, spoke in support the working people in the City, discussed threats to benefits and job security, and urged Council to help with a contract they can live with.

Ruben Quintana, with SFPEA, spoke about the need for the City's support in having a fair and equitable contract.

Michael Remenih referenced Item No. 7 and spoke about the rights of non-smokers superseding those of smokers.

Julie Cuellar spoke in support of the City Manager and the City's Public Works employees and urged Council to negotiate the fair and equitable contract they deserve.

David Bernal spoke in support of replacing areas of graffiti with art/murals and spoke in support of the City's Public Works employees.

Christie Sandoval, mural artist, spoke in support of the community mural ordinance.

Christina Bernal spoke in support of the community mural ordinance.

City Clerk Chávez read an email from resident Cyndi Lopez, Residents for a Better San Fernando, regarding Item No. 9, the 2017 election, and the distribution of propaganda against several candidates.

The following item was moved up under Approval of Agenda.

ADMINISTRATIVE REPORTS

8) DISCUSSION OF LAND SPACE AVAILABILITY AND ALLOCATION FOR HOUSING OF A LOS ANGELES CITY FIRE STATION IN THE CITY OF SAN FERNANDO

Councilmember Soto introduced the item and deferred to LAFD Deputy Chief Trevor Richmond.

Deputy Chief Richmond gave a presentation regarding the possibility of a new fire station in the City and replied to various questions from Councilmembers.

Discussion ensued regarding the minimum square footage required for a fire station, the necessity to generate a needs assessment, previous stations in San Fernando and related financial challenges, long-term cost savings and benefits, the need for increased public safety, the positive impacts to property values by having a fire station nearby, opportunities for matching grants and other funding and considering non-traditional fire stations.

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

Councilmember Soto requested moving discussions forward with consideration to working with the LAFD in generating a needs assessment and Councilmembers concurred.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave an update regarding Independent Cities Association discussions and activities, reported he will be hosting a Metropolitan Water District tour, and noted no updates for Metro Service Council.

Mayor Ballin spoke about a property blessing event by the Catholic church regarding a property they purchased near City Hall.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE THE MINUTES OF JANUARY 25, 2018 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE FISCAL YEAR (FY) 2018-2019 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER'S REPORT

By consensus, the motion carried.

By consensus, Council agreed to move Item No. 7 forward on the agenda.

ADMINISTRATIVE REPORTS (CONTINUED)

- 7) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING THE CITY CODE REGARDING THE REGULATION OF SMOKING IN OUTDOOR PLACES TO ADD VAPING AND OTHER NON-TRADITIONAL FORMS OF SMOKING

Councilmember Gonzales introduced Intern Angel Morales who made a brief presentation and replied to questions from Councilmembers.

Motion by Councilmember Gonzales, seconded by Councilmember Soto, to introduce for first reading, in title only, and waive further reading of Ordinance No. 1672 titled, "An Ordinance of the City of San Fernando, California, Amending the San Fernando City Code to Add Chapter 23, Regarding the Regulation of Smoking in Outdoor Places."

SAN FERNANDO CITY COUNCIL**MINUTES – February 5, 2018****Page 4**

The motion carried with the following vote:

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

PUBLIC HEARING

4) CONSIDERATION TO APPROVE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR (FY) 2018-2019

Mayor Ballin opened the Public Hearing.

Deputy City Manager/Director of Finance Nick Kimball provided a brief presentation and replied to questions from Councilmembers.

Mayor Ballin called for public testimony; there was none.

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

Discussion ensued regarding availability of other funds for street maintenance, the proposed timeline for street improvements, and changes to ADA rules requiring retrofitting.

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

- a. Adopt Resolution No. 7838 approving the allocation of CDBG Funds for a Public Improvement Project in FY 2018-2019; and
- b. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission for approval.

The motion carried with the following vote:

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

ADMINISTRATIVE REPORTS (CONTINUED)

5) CONSIDERATION TO ADOPT THE RECREATION AND COMMUNITY SERVICES' PARK AND RECREATION MASTER PLAN

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

Director of Recreation and Community Services Julian Venegas introduced Zachary Middleton, RJM Design Group, Inc., who presented the report and replied to questions from Councilmembers.

Discussion ensued regarding parks missing from the land-use map, corrections to the staff report, the need to fix existing parks before building new parks, considering bicycle paths as parks, the lack of green space in the City, resurfacing turf, the need to replace playground equipment and do a health assessment at Pioneer Park, and the possibility of increasing programs for the City's aging population. Ensuing discussion pertained to the need for a dog park in the City, complaints received regarding field lighting, and use of City facilities by residents and non-residents.

Motion by Councilmember Gonzales, seconded by Councilmember Soto, to direct staff to update the land-use map to include all City parks and reflect corrections discussed, consider the potential of a skate park on non-used tennis courts at Pioneer Park in the future, and adopt the Park and Recreation Master Plan.

The motion carried with the following vote:

AYES: Gonzales, Soto, Fajardo, Ballin – 4

NOES: None

ABSENT: Lopez – 1

6) **CONSIDERATION TO ADOPT AN ORDINANCE REGULATING THE REVIEW AND APPROVAL OF ART MURALS ON PRIVATE PROPERTY**

City Manager Meyerhoff presented the staff report and Councilmember Gonzales provided additional information. Both replied to questions from Councilmembers.

Councilmembers provided their input and agreed there needs to be more of a vetting process.

Discussion followed regarding the review process, getting general direction from Council before ordinances are drafted, the need to ensure high-quality art projects, working with local artists, the possibility of partnering with local art schools, the need for an art board to oversee the process and expanding the program to include public facilities.

Council concurred to direct staff to continue vetting the process and return to Council with a report in the future.

RECESS (8:51 P.M.)

Mayor Ballin called for a brief recess.

RECONVENE (8:59 P.M.)

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

Councilmember Fajardo suggested setting up an ad hoc committee and stated any mural considered should have an artist with experience, comparable to the RFQ, spoke about the need to establish an appropriate budget, discussed establishing a review process that includes Council consideration, and recommended working with both the Community Development and Recreation and Community Services Departments.

It was noted the Ad Hoc Committee would be comprised of Councilmembers Fajardo and Soto.

9) DISCUSSION REGARDING THE REGULATION OF BUSINESS DISTRIBUTION MATERIALS AND PROPAGANDA ON VEHICLES, CITY, AND PRIVATE PROPERTY

City Clerk Chávez read a public statement from Marvin Perez with concerns regarding the distribution of flyers defaming him and another candidate during the last election.

Councilmember Soto commented on businesses leaving flyers on cars causing increased trash in the City, spoke about increased politicization in the City, and addressed challenges with enforcement.

Assistant City Attorney Padilla discussed the current ordinance regarding advertising and handbills (there is a licensing requirement for people distributing handbills), commented on enforcement through Code Enforcement or the Police Department, and, in terms of political handbills, there are challenges relative to limiting free speech.

Discussion followed regarding reaching out to businesses, initially, to let them know about the ordinance, the possibility of recovering City staff costs to clean up the debris for distributing commercial handbills, the need for increased enforcement, and the need to further study the possibility of limiting distribution of negative political materials.

Council concurred to direct staff to return with a memo with additional information regarding First Amendment issues and the possibility of regulating elements (manner and place) of the distribution of negative political materials and election do's and don'ts.

10) REQUEST FOR AN UPDATE REGARDING ICE CREAM TRUCK VENDOR OPERATIONS AND THEIR POLLUTION/EMISSION IMPACTS IN THE CITY

Councilmember Soto addressed the hazardous health effects of pollution and emissions, suggested the City be proactive regarding ice cream truck vendors, spoke about the lack of economic benefits to the City by the operation of ice cream trucks, and asked Council to consider the possible elimination of ice cream trucks.

Discussion ensued regarding limiting the operating hours for ice cream truck vendors, getting a survey on the subject in surrounding cities and the need to comply with the City's noise ordinance.

By consensus, Council directed staff to report back (by the end of March) regarding the City's noise ordinance, limiting operating hours, and state regulations regarding emissions.

SAN FERNANDO CITY COUNCIL**MINUTES – February 5, 2018****Page 7****11) CONSIDERATION TO AMEND THE CITY COUNCIL PROCEDURAL MANUAL**

Councilmember Fajardo explained he brought this item forward to review the rotation of Mayor and Vice Mayor, to discuss the rules of using the City's letterhead, and to address the rules of decorum. He referenced the recent changes in the City's election to November and opined the rotation of Mayor and Vice Mayor should occur in December versus March, with a provision for discussion.

Assistant City Attorney Padilla noted Council is not under any obligation to rotate the Mayor or Vice Mayor in any particular order, although the government code requires a decision be made every year.

Discussion ensued and staff was directed to report back the first meeting in March (Councilmembers Fajardo and Soto will work with City Manager Meyerhoff on rules of decorum).

12) DISCUSSION REGARDING ALLOWING ALCOHOL AT CITY FACILITIES FOR PRIVATE EVENTS

Councilmember Fajardo provided a brief report and discussed County provisions relative to requiring security on site and insurance for events serving alcohol and suggested the City could model its policy similarly, rather than outright disallowing alcohol at City facilities for private events.

Discussion followed regarding considering allowing alcohol at community events as well, the possibility of requiring a licensed vendor to serve alcohol, and considering regulations against selling alcohol in City parks.

Staff will return with a comprehensive report to Council at a future meeting.

13) DISCUSSION REGARDING INCREASING MINIMUM WAGE

Councilmember Fajardo requested tabling this matter to a future meeting.

14) DISCUSSION REGARDING THE CITY'S LETTER OF SUPPORT TO LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) PERTAINING TO THE EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR PROJECT

Councilmember Fajardo provided a brief report, reported sending out a letter to Los Angeles County Metropolitan Transportation Authority in support of their project, and suggested sending a revised letter listing concerns regarding potential revenue and job losses and addressing the environmental justice component of the project.

Councilmember Gonzales added to include discussions with Metro relative to options to relocate the bike path and only do one track to the East San Fernando Valley Transit Corridor.

SAN FERNANDO CITY COUNCIL**MINUTES – February 5, 2018****Page 8****DEPARTMENT HEADS - COMMISSION UPDATES**

City Clerk Chávez provided updates regarding the Education Commission activities including the Principals' Brunch event and upcoming scholarship opportunities, and addressed the April 3rd Special Primary Election for Assembly District 39.

GENERAL COUNCIL COMMENTS

Councilmember Soto discussed the Principals' Brunch and requested a moment of silence for Manuela Nellie de Rodriguez (a brief moment of silence was held).

Councilmember Gonzales thanked staff for their great work.

Councilmember Fajardo discussed an updated list of deferred maintenance items for City facilities and parks as well as an updated street improvement plan, spoke about vacancies in Code Enforcement, and announced the upcoming Open Streets event in March.

Mayor Ballin thanked staff for their hard work.

STAFF COMMUNICATION

City Manager Meyerhoff announced the upcoming Cannabis workshop and two bicycle skills workshops to be held as part of the Open Streets event.

ADJOURNMENT (10:34 P.M.)

Motion by Councilmember Gonzales, seconded by Councilmember Soto, 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 5, 2018, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 26, 2019 – 4:00 P.M.
SPECIAL 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 4:05 p.m.

Present:

Council: Mayor Joel Fajardo, and Councilmembers Sylvia Ballin, Robert C. Gonzales (arrived at 4:11 p.m.) and Mary Mendoza

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

Absent: Vice Mayor Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

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

PUBLIC HEARING

- 1) CONSIDERATION TO ADOPT PROPOSED WATER AND SEWER RATE INCREASES

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – November 26, 2019**

Page 2

Interim Director of Public Works Martin Pastucha presented the staff report and responded to questions from Councilmembers.

At this time (4:11 p.m.), Councilmember Gonzales arrived.

Mayor Fajardo declared open the continued Proposition 218 Public Hearing.

Discussion followed regarding fixed rates versus tiered rates, impacts to revenues, encouraging water conservation, adjustments to rates for low-income residents, increases in the first and subsequent years and availability of grant funding.

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

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

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales to adopt Resolution No. 7963 establishing new Water Rates if the number of valid protests votes is below 50% of the number of property owners or customers authorized to vote; adopt Resolution No. 7964 establishing new Sewer Rates if the number of valid protests votes is below 50% of the number of property owners or customers authorized to vote and approve the recommended revised Income-Based Assistance Program.

The motion carried with the following vote:

AYES:	Gonzales, Mendoza, Ballin, Fajardo – 4
NOES:	None
ABSENT:	Pacheco – 1

RECESS TO CLOSED SESSION (4:21 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 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 CITY COUNCIL
SPECIAL MEETING MINUTES – November 26, 2019
Page 3**

San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

RECONVENE/REPORT OUT FROM CLOSED SESSION (4:46 P.M.)

Assistant City Attorney Padilla reported the following:

Item A – An update was provided by City Manager Kimball, general direction was given, and no final action was taken.

ADJOURNMENT (4:47 P.M.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 26, 2019, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 2, 2020 – 5:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 5:00 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco (arrived at 5:04 p.m.),
and Councilmembers Sylvia Ballin, and Robert C. Gonzales

Staff: City Manager Nick Kimball, Assistant City Attorney Lloyd Pilchen, and
City Clerk Elena G. Chávez

Absent: Councilmember Mary Mendoza

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

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

By consensus, Councilmembers recessed to the following Closed Session as announced by Mayor Fajardo:

A) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property:

City owned parcels at Assessor Identification Numbers:
2521-031-901, 902, & 903

City Negotiator:

City Manager Nick Kimball, Lead Negotiator
City Attorney Rick Olivarez

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – March 2, 2020**

Page 2

	Assistant City Attorney Richard Padilla
Negotiating Parties:	Vanessa Delgado, President, Azure Development
Under Negotiation:	Price and Terms of Payment as it relates to Leasing or Sale of Real Property

RECONVENE/REPORT OUT FROM CLOSED SESSION (5:47 P.M.)

Mayor Fajardo reported the following:

Item A – General direction was given, but no final action taken.

ADJOURNMENT (5:47 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 March 2, 2020, meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 2, 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 6:03 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco, and Councilmembers Sylvia Ballin, and Robert C. Gonzales

Staff: City Manager Nick Kimball, Assistant City Attorney Lloyd Pilchen, and City Clerk Elena G. Chávez

Absent: Councilmember Mary Mendoza

PLEDGE OF ALLEGIANCE

Led by Interim Director of Public Works Martin Pastucha

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Jesse Avila suggested a he would create a file to be stored at City Hall, regarding the Greater Los Angeles County Vector Control District, to be used for reference by future City representatives to the GLACVCD.

Henry Romero said he emailed information to each Councilmember regarding parking issues he's experiencing at his business on Maclay Ave. and is proposing drop-off and pick-up times.

SAN FERNANDO CITY COUNCIL**MINUTES – March 2, 2020****Page 2****CONSENT CALENDAR**

Councilmember Gonzales requested to pull Item No. 3 for further discussion.

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

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

By consensus, the motion carried.

Item Pulled for Further Discussion

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

Councilmember Gonzales expressed concern waiving the bid requirements for the contract and City Manager Kimball explained this was a cooperative purchase via the National Joint Powers Association and piggybacking is permissible in our purchasing rules.

Councilmember Gonzales is also concerned about various proposed changes to Las Palmas Park including security windows at the lobby and the redesigning of handicap parking.

Discussion ensued amongst Councilmembers and staff.

SAN FERNANDO CITY COUNCIL**MINUTES – March 2, 2020****Page 3**

City Manager Kimball said Councilmembers have valid concerns regarding the conceptual designs, etc. and cash collecting, and he reported that staff would pull the item and report back in April with ideas.

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to table the item. By consensus, the motion carried.

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**

Director of Finance Diego Ibanez presented the staff report and introduced Juan Galvan, partner with Jones Hall, who added a few comments.

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

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

By consensus, the motion carried.

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

Mayor Fajardo reported that two businesses contacted him concerned about possible eminent domain through the East San Fernando Valley Transit Corridor Project.

Discussion ensued regarding conflicting information, the City's support for continued operation and independence of businesses, impact during high traffic times and quiet zones, environmental justice and potential revenue loss.

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to prepare a letter incorporating Councilmembers' comments and allows each to sign on, if they choose.

SAN FERNANDO CITY COUNCIL**MINUTES – March 2, 2020****Page 4**

City Manager Kimball added that the letter would be to anyone/everyone at Metro and he reported that there were on-going discussions with Metro staff reiterating that the need to work with the City to minimize the traffic impacts of the rail, increase the safety features/precautions as it comes through a quiet zone, and the City's continued strong opposition to the property acquisition,

He reported in June, Metro will bring their EIR to their board for certification (technically, they cannot engage property owners until it's adopted) and at that point, there will be discussions related to property acquisition and the City will reiterate our opposition. He stated that a study session is tentatively scheduled for the end of April.

By consensus, the above motion carried.

Mayor Fajardo and Frank Villalpando, Public Works Maintenance Worker and SEIU Local 721 President, talked about the passing of Hilda Garcia, SEIU Local 721 Political Coordinator, and said it was devastating to hear the sad news.

A brief discussion ensued amongst Councilmembers.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Chávez reminded all to vote, announced Vote Centers hours and said to please contact staff if you observe (or are aware of) anything concerning, and we'll follow up with the County.

Director of Recreation and Community Services Julian Venegas stated the next Park, Wellness, and Recreation Commission will be on Tuesday (one of the topics for discussion is a community theater), and he announced the City received a Prop 68 grant (nearly \$1.1 million) for the Layne Park Revitalization project.

Deputy City Manager/Director of Community Development Timothy Hou reported the next Planning and Preservation Commission meeting will be on March 9 (scheduled to discuss the development of by-laws), he bid farewell to interns Christian Candelaria and Tamera Santoyo and thanked them for their service, and welcomed new employee Ricky Gonzalez as graffiti abatement specialist.

Director of Finance Ibanez reported that the Fiscal Year 2020-21 Budget process is underway.

Interim Public Works Director Pastucha announced the next Transportation and Safety Commission meeting would cover reorganization to select a Chair and Vice Chair for the coming year.

Personnel Manager Michael Okafor provided recruitment updates regarding the Director of Public Works and City Clerk positions and will propose options to the Ad Hoc Committee to extend or move forward with interviews for the City Clerk position.

SAN FERNANDO CITY COUNCIL**MINUTES – March 2, 2020****Page 5**

City Manager Kimball said that staff will report back with recommendations on the City Clerk recruitment and he provide an update regarding the Coronavirus.

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

Councilmember Ballin reminded everyone to vote and to make sure that all family members are counted in the census (City Manager Kimball provided additional information). She gave a quote from Stacey Abrams who said that the economy is going well for those in the stock market, but not good for people at the supermarket.

Councilmember Gonzales gave updates regarding the various ad hoc committees he serves, talked about the importance of completing the census survey, mentioned the opening of two new businesses, and suggested adding to an agenda item to an upcoming meeting regarding providing diaper changing stations in all restrooms and feminine hygiene products at the full gender restrooms.

Vice Mayor Pacheco talked about the Coronavirus, said he was ecstatic about the grant for Layne Park, and that it is important to learn about election issues and reminded everyone to vote.

Mayor Fajardo thanked Jesse Avila for his proposal regarding a GLACVCD file, suggested that, in addition to signage at old polling places, staff include a list of nearby Vote Centers, reported he invited the County to speak about the voting system at a subsequent meeting, and Councilmembers talked about possibly joining the City of Beverly Hills in the lawsuit against the County.

ADJOURNMENT (7:06 P.M.)

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting in memory of Hilda Garcia. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 2, 2020, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: March 16, 2020

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 20-032 (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. 20-032

ATTACHMENT “A”**RESOLUTION NO. 20-032**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT
REGISTER NO. 20-032**

**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 16th 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 16th day of March, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

"EXHIBIT A"

vchlist 03/10/2020 5:45:14PM		Voucher List CITY OF SAN FERNANDO				Page: 1
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218217	3/16/2020	892265 A & J CONCRETE PUMPING	952510		CONCRETE PUMP FOR PW OPS CTR-C 074-320-0000-4600	380.00
			952511		CONCRETE PUMP FOR PW OPS CTR-C 074-320-0000-4600	630.00
					Total :	1,010.00
218218	3/16/2020	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.52-0220	12083	SEVEN ADS D-SITE OVERFLOW MONIT 072-360-0000-4260	1,113.00
			22291.22-0220	12103	FEB-WASTEWATER FLOW MONITORIN 072-360-0000-4260	1,243.33
					Total :	2,356.33
218219	3/16/2020	888356 ADVANCED AUTO REPAIR	1414		VEHICLE MAINT., REPAIRS AND MINOR 041-320-0311-4400	151.70
			1415	12017	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0225-4400	452.83
			1416	12017	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0224-4400	191.95
			1417	12017	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0311-4400	324.60
			1419	12017	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0390-4400	730.15
			1420	12017	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0225-4400	64.00
					Total :	1,915.23
218220	3/16/2020	887462 AIRGAS USA, LLC	9098704767		SAFETY GLOVES 043-390-0000-4300	120.30
					Total :	120.30
218221	3/16/2020	887377 AKEMON, DOLORES	MARCH 2020		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					Total :	75.00
218222	3/16/2020	893494 ALDANA, ADOLFO	2000464.001		SOCCER REFUND 017-3770-1328	75.00
						Page: 1

vchlist 03/10/2020 5:45:14PM		Voucher List CITY OF SAN FERNANDO				Page: 2
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218222	3/16/2020	893494 893494 ALDANA, ADOLFO	(Continued)		Total :	75.00
218223	3/16/2020	100143 ALONSO, SERGIO	FEB 2020	12069	MMAP ARTIST INSTRUCTOR: SERGIO / 108-424-3653-4260	720.00
					Total :	720.00
218224	3/16/2020	888321 ARRIZON, FRANCISCO	MARCH 2020		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					Total :	75.00
218225	3/16/2020	890608 ASCENCIO JR, GERARDO	51095-1		2020 MMAP GRANT VIDEO 004-2359	1,500.00
					Total :	1,500.00
218226	3/16/2020	893496 ASCENCIO, ADRIAN	51095-2		2020 MMAP GRANT VIDEO 004-2359	500.00
					Total :	500.00
218227	3/16/2020	891209 AUTONATION SSC	321189	12158	PURCHASE OF FORD SPECIFIC PARTE 041-1215	67.67
					Total :	67.67
218228	3/16/2020	893013 AYSON, LEILANI	FEB 2020		ZUMBA INSTRUCTOR 017-420-1337-4260	180.00
					Total :	180.00
218229	3/16/2020	890546 BARAJAS, CRYSTAL	FEB 2020	12071	MMAP ARTIST INSTRUCTOR: CRYSTAL 109-424-3693-4260	204.00
					Total :	204.00
218230	3/16/2020	892784 BARAJAS, MARIA BERENICE	FEB 2020	12096	FITNESS INSTRUCTOR 017-420-1337-4260	600.00
			FEB 2020	12096	FITNESS INSTRUCTOR 017-420-1337-4260	80.00
					Total :	680.00
218231	3/16/2020	893491 BERUMEN, LIDIA	1754		FACILITY RENTAL DEP REFUND 001-2220	150.00
						Page: 2

vchlist 03/10/2020 5:45:14PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218248	3/16/2020	893489 ESPINOZA, KAREN	2000455.001		TINY TYKES REFUND 017-3770-1328	60.00
					Total :	60.00
218249	3/16/2020	893497 ESPINOZA, STEFANIE	51095-3		2020 MMAP GRANT VIDEO 004-2359	500.00
					Total :	500.00
218250	3/16/2020	890879 EUROFINS EATON ANALYTICAL, INC	L0496188		WATER TESTING AND ANALYSIS SERV	
			L0496189	12036	070-384-0000-4260	150.00
			L0496524	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	144.00
			L0496712	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	319.00
			L0497335	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	150.00
			L0497740	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	152.00
			L0497984	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	150.00
			L0497986	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	825.00
			L0497987	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	144.00
			L0498035	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	150.00
			L0498934	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	150.00
			L0498936	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	144.00
			L0499084	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	150.00
			L0499219	12036	WATER TESTING AND ANALYSIS SERV	
					070-384-0000-4260	150.00
			L096527		WATER TESTING AND ANALYSIS SERV	
						Page: 5

vchlist 03/10/2020 5:45:14PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218250	3/16/2020	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
				12036	070-384-0000-4260	150.00
					Total :	3,078.00
218251	3/16/2020	103851 EVERSOF, INC.	R2039863		WATER SOFTNER RENTAL-WELL 2A	
					070-384-0000-4260	82.64
			R2039864		WATER SOFTNER RENTAL-WELL 4A	
					070-384-0000-4260	165.18
					Total :	247.82
218252	3/16/2020	101114 EXCEL PAVING COMPANY	5		ANNUAL STREET RESURFACING PROJ	
				12134	025-311-0560-4600	345,252.70
				12134	070-385-0560-4600	64,262.84
				12134	072-365-0560-4600	122,160.00
				12134	012-311-0560-4600	124.19
					070-2037	-3,213.14
					072-2037	-6,108.00
					025-2037	-17,262.64
					012-2037	-6.21
					Total :	505,209.74
218253	3/16/2020	101147 FEDEX	6-942-01696		COURIER SERVICES	
					001-190-0000-4280	35.98
					Total :	35.98
218254	3/16/2020	889201 FOOTHILL SOILS, INC	37269		SOIL FOR BASEBALL FIELDS	
					043-390-0000-4330	1,182.60
					Total :	1,182.60
218255	3/16/2020	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER (P.W.)	
					070-384-0000-4220	45.83
			209-151-4939-102990		MUSIC CHANNEL	
					001-190-0000-4220	41.70
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	37.86
			818-365-5097-120298		POLICE NARCOTICS VAULT	
					001-222-0000-4220	37.54
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vchlist 03/10/2020 5:45:14PM		Voucher List CITY OF SAN FERNANDO				Page: 7
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218255	3/16/2020	892198 FRONTIER COMMUNICATIONS	(Continued) 818-837-1509-032207		PUBLIC WORKS PHONE LINES 001-190-0000-4220	37.83
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	347.17
			818-838-4969-021803		POLICE DEPT ALARM PANEL 001-222-0000-4220	124.50
					Total :	672.43
218256	3/16/2020	887249 GALLS, LLC	014836103		VEST ACCESSORIES-OFC 001-222-0000-4300	189.20
					Total :	189.20
218257	3/16/2020	893485 GALPIN WHOLESALE PARTS	3028290		VEHILCE MAINT. - PK4572 041-320-0390-4400	1,296.47
					Total :	1,296.47
218258	3/16/2020	893309 GOMEZ, MELINDA	FEB 2020		BOXING INSTRUCTOR 017-420-1337-4260	175.00
					Total :	175.00
218259	3/16/2020	892550 GOVEA, DAVID	FEB 2020		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
218260	3/16/2020	101376 GRAINGER, INC.	9440541101	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	436.14
			9443519625	12022	SUPPLIES FOR BUILDING, ELECTRICA 001-222-0000-4320	738.93
			9447599763	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	12.45
			9447599771	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	102.10
			9447978900	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	26.71
			9448116328	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	40.26
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218260	3/16/2020	101376 GRAINGER, INC.	(Continued) 9448604497	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	131.28
			9448662859	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	3.97
			9449327676	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	41.06
					Total :	1,532.90
218261	3/16/2020	893166 GRBCON, INC.	7608-07	11973	GLENOAKS SEWER & WATER IMPROVI 072-365-6673-4600	208,739.41
				11973	070-385-6673-4600	20,000.00
				11973	010-311-6677-4600	81,875.00
					072-2037	-10,436.97
					070-2037	-1,000.00
					010-2037	-4,093.75
					Total :	295,083.69
218262	3/16/2020	887167 GRISWOLD INDUSTRIES	791616		REPAIR-CLA-VAL ON IX UNIT 070-384-0301-4300	2,315.84
			791920		REPAIR-CLA-VAL ON IX UNIT 070-384-0301-4300	114.97
					Total :	2,430.81
218263	3/16/2020	101434 GUZMAN, JESUS ALBERTO	FEB 2020	12074	MMAPIST ARTIST INSTRUCTOR: JESUS GI 108-424-3653-4260	900.00
					Total :	900.00
218264	3/16/2020	888647 HDL SOFTWARE, LLC	0015721-IN	12064	BUSINESS LICENSE ADMIN SERVICES 001-130-0000-4260	1,289.31
					Total :	1,289.31
218265	3/16/2020	890594 HEALTH AND HUMAN RESOURCE	E0220206		EAP-MARCH 2020 001-106-0000-4260	243.10
					Total :	243.10
218266	3/16/2020	893490 HERNANDEZ, FRANCISCO	2000461.001		BASEBALL REFUND	
						Page: 8

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218266	3/16/2020	893490 HERNANDEZ, FRANCISCO	(Continued)		017-3770-1330	194.00
					Total :	194.00
218267	3/16/2020	893493 HERRERA, ARACELI	1716		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
218268	3/16/2020	101599 IMAGE 2000 CORPORATION	355320		SHARP/MX-4111N EQ20796 MAINT CON	
					001-135-0000-4260	907.95
					072-360-0000-4450	32.94
					001-135-0000-4260	242.94
			357464		CONTRACT BASE RATE CHARGE-EQ11	
					001-135-0000-4260	226.06
					Total :	1,409.89
218269	3/16/2020	887740 INDUSTRIAL SHOE COMPANY	1100-1219505		SAFETY WORK BOOTS	
					072-360-0000-4310	100.00
					Total :	100.00
218270	3/16/2020	891570 INNOVATIVE TELECOM. SYSTEMS	2703		REPROGRAM EXT'S & TROUBLE SHOC	
			2710		001-190-0000-4260	700.00
					TELEPHONE EQUIPMENT MAINT-APRIL	
					001-190-0000-4260	395.00
					Total :	1,095.00
218271	3/16/2020	891777 IRRIGATION EXPRESS	15174374-00	12038	MISC IRRIGATION SUPPLIES FOR REP,	
					043-390-0000-4300	39.69
					Total :	39.69
218272	3/16/2020	887952 J. Z. LAWNMOWER SHOP	24575	12023	SMALL POWER EQUIPMENT REPAIRS	
			24576	12023	043-390-0000-4300	52.40
			24577	12023	SMALL POWER EQUIPMENT REPAIRS	
					043-390-0000-4300	54.00
					SMALL POWER EQUIPMENT REPAIRS	
					001-346-0000-4300	73.22
					Total :	179.62

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218273	3/16/2020	893492 JACOME, KAREN	1739		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
218274	3/16/2020	889680 JIMENEZ LOPEZ, JUAN MANUEL	FEB 2020	12075	MMAP INSTRUCTOR: JUAN LOPEZ	
					109-424-3693-4260	540.00
					Total :	540.00
218275	3/16/2020	101713 JOBS AVAILABLE INC.	2005020		AD FOR CITY CLERK	
					001-106-0000-4270	838.50
					Total :	838.50
218276	3/16/2020	101990 L.A. COUNTY METROPOLITAN	105216		TAP CARD REFILLS-JAN 2020	
					007-440-0441-4260	1,307.00
					Total :	1,307.00
218277	3/16/2020	893484 LAC BUILDERS INC	56-0760-02		WATER ACCT REFUND-615 ARROYO	
					070-2010	93.22
					Total :	93.22
218278	3/16/2020	893218 LAZARO, ERNESTO	FEB 2020	12076	MMAP ARTIST INSTRUCTOR: LAZARO	
				12076	108-424-3653-4260	480.00
					109-424-3693-4260	480.00
					Total :	960.00
218279	3/16/2020	893403 LLAMAS, SUZANNE	FEB 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
218280	3/16/2020	893499 LORBER, RUTI	50-3195-10		WATER ACCT REFUND-1210 PHILLIPPI	
					070-2010	29.40
					Total :	29.40
218281	3/16/2020	101974 LOS ANGELES COUNTY	JAN 2020	12067	ANIMAL CARE & CONTROL SERVICES	
					001-190-0000-4260	11,434.03
					Total :	11,434.03
218282	3/16/2020	102003 LOS ANGELES COUNTY	RE-PW-20021003732		FY 2019-2020 INDUSTRIAL WASTE CHA	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218306	3/16/2020	892957 PIONEER FIRE PROFESSIONALS INC	(Continued)		043-390-0000-4260	15.10
			367705		FIRE EXTINGUISHER SERVICE @ PION	30.21
					043-390-0000-4260	
					Total :	1,529.14
218307	3/16/2020	892297 PUKUU CULTURAL COMMUNITY	4	12135	OCT-PROF SERVS AGREEMENT YOUTI	17,121.00
			5	12135	110-422-3649-4270	
					NOV-PROF SERVS AGREEMENT YOUT	17,807.00
			6	12135	110-422-3649-4270	
					DEC-PROF SERVS AGREEMENT YOUT	17,454.00
					110-422-3649-4270	
					Total :	52,382.00
218308	3/16/2020	102738 QUINTERO ESCAMILLA, VIOLETA	FEB 2020		SENIOR MUSIC INSTRUCTOR	
					017-420-1323-4260	240.00
					Total :	240.00
218309	3/16/2020	102779 RAMIREZ, THOMAS	FEB 2020	12114	KARATE INSTRUCTOR	
					017-420-1326-4260	750.00
					Total :	750.00
218310	3/16/2020	889602 RESPOND SYSTEMS	105378		AMBO BAGS & AED PADS	
			105534		001-222-0000-4300	1,323.54
					DEPT SUPPLIES	
					070-384-0000-4300	164.29
					Total :	1,487.83
218311	3/16/2020	887296 ROBLED0, OLIVIA	FEB 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
218312	3/16/2020	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-787311	12050	ST. LIGHTING, PARKING LOT LIGHTING	640.58
			8901-787627	12050	027-344-0301-4300	
					ST. LIGHTING, PARKING LOT LIGHTING	
					001-370-0301-4300	459.90
					Total :	1,100.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218313	3/16/2020	893156 RUIZ CARRILLO, MARIA DE LA PAZ	030320		SENIOR CLUB DANCE CLEAN UP ON 1	
					004-2380	208.00
					Total :	208.00
218314	3/16/2020	890806 SALDIVAR, GEORGE	2000342.003		SENIOR DANCE TICKET REFUND	
					004-2383	70.00
					Total :	70.00
218315	3/16/2020	103057 SAN FERNANDO VALLEY SUN	10786		LEGAL PUBLICATION-ORD 1692	
					001-115-0000-4230	1,868.75
					Total :	1,868.75
218316	3/16/2020	892416 SANCHEZ, KARLA	FEB 2020	12101	ZUMBA INSTRUCTOR	
					017-420-1337-4260	250.00
					Total :	250.00
218317	3/16/2020	893444 SHAFER, MARIA	SF-003	12166	TRANSCRIPTION SERVICES	
					001-115-0000-4260	1,612.50
					Total :	1,612.50
218318	3/16/2020	893107 SIEMENS MOBILITY INC	5620028768	12107	FY 2019/20 ON-CALL TRAFFIC SIGNAL I	
					001-371-0564-4300	2,504.10
					Total :	2,504.10
218319	3/16/2020	103184 SMART & FINAL	49210		BREAK ROOM SUPPLIES	
			58426		001-222-0000-4300	35.94
			58494		SUPPLIES-CALLES VERDES EVENT 02	67.01
					001-310-0000-4300	
					ENP SUPPLIES	
					004-2346	51.84
					Total :	154.79
218320	3/16/2020	892199 SMARTPHONE METER READING, LLC	SPMR2016	12040	ANNUAL SMART PHONE METER READ	
				12040	070-382-0000-4320	1,302.00
					072-360-0000-4320	1,302.00
					Total :	2,604.00
218321	3/16/2020	103218 SOLIS, MARGARITA	32-37		PETTY CASH REIMBURSEMENT	

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218321	3/16/2020	103218 SOLIS, MARGARITA	(Continued)		001-105-0000-4370	20.00
					001-106-0000-4270	14.14
					001-222-0000-4300	29.53
					001-310-0000-4370	12.00
					001-420-0000-4260	25.50
					Total :	101.17
218322	3/16/2020	892367 SOLIS, MARGARITA	128		L P SENIOR PETTY CASH REIMB.	
					004-2383	23.80
					Total :	23.80
218323	3/16/2020	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	3,905.95
					Total :	3,905.95
218324	3/16/2020	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS-CNG STATION	
					074-320-0000-4402	5,074.30
					Total :	5,074.30
218325	3/16/2020	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	432750		FINGERPRINTING-JAN 2020	
					001-106-0000-4270	64.00
					Total :	64.00
218326	3/16/2020	893463 STEP SAVER	CT490457	12175	NSF CERTIFIED SALT FOR THE IX NITR	
					070-384-0857-4300	3,837.64
					Total :	3,837.64
218327	3/16/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	103130		MISC SUPPLIES	
					001-311-0000-4300	22.68
			2449611		MAINT COVERALLS-FAC./PARK CREW	
					043-390-0000-4300	172.44
			3540648		WEED ABATEMENT	
					043-390-0000-4300	359.70
			3900640		POWERCARE SAW SAFETY CHAPS	
					043-390-0000-4300	308.96
			5022823		MATL'S FOR MISC REPAIRS	

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218327	3/16/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
			5022824		043-390-0000-4300	32.91
			6022744		MISC ITEMS	
			6025117		043-390-0000-4300	18.95
			6025118		MAT'L'S FOR MISC REPAIRS	
			6540649		043-390-0000-4300	216.16
					CHECK VALVE REPL @ PIONEER PARK	
					043-390-0000-4300	467.59
					SMALL TOOLS	
					043-390-0000-4300	55.90
					SUPPLIES FOR FACILITY MAINT TRUCK	
					043-390-0000-4300	58.97
					Total :	1,714.26
218328	3/16/2020	890817 THE WALKING MAN, INC.	F1088		BROCHURE DISTRIBUTION	
					001-420-0000-4260	1,175.00
					Total :	1,175.00
218329	3/16/2020	103903 TIME WARNER CABLE	10369021820		PD CABLE SERVICE-02/18/20-03/17/20	
			196309012320		001-222-0000-4260	236.39
					INTERNET SERVICES 02/23/20-03/22/20	
					001-190-0000-4220	1,299.00
					Total :	1,535.39
218330	3/16/2020	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION 01/17/20-03/17/20	
					001-420-0000-4220	39.75
					001-152-0000-4220	19.97
					Total :	59.72
218331	3/16/2020	893353 TOLENTINO, CLARISA	MARCH 2020		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
218332	3/16/2020	890998 TRUJILLO, RODOLFO	MARCH 2020		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218333	3/16/2020	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		POSTAGE MACHINE REIMB 001-190-0000-4280	1,500.00 Total : 1,500.00
218334	3/16/2020	103463 U.S. POSTMASTER	MARCH 2020		POSTAGE-MAR UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	623.76 623.76 Total : 1,247.52
218335	3/16/2020	103445 UNDERGROUND SERVICE ALERT	220200688 DSB20191157		(32) NEW TICKET CHARGES & MAINT F 070-381-0000-4260 CALIFORNIA STATE FEE FOR REGULA 070-381-0000-4260	62.80 37.52 Total : 100.32
218336	3/16/2020	893167 UNITED MAINTENANCE SYSTEMS	14563	12002	JANITORIAL SERVICES-FEB 2020 043-390-0000-4260	18,935.00 Total : 18,935.00
218337	3/16/2020	889386 VENTIMIGLIA, PAUL	TRAVEL		PER DIEM & PARKING FEE--POST SBSI 001-225-0000-4370	150.00 Total : 150.00
218338	3/16/2020	892081 VERIZON BUSINESS SERVICES	71382462		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,049.31 Total : 1,049.31
218339	3/16/2020	100101 VERIZON WIRELESS-LA	9848551075		MDT MODEMS-PD UNITS 001-222-0000-4220	1,308.61 Total : 1,308.61
218340	3/16/2020	103603 VULCAN MATERIALS COMPANY	261265 281944 72397498	12043 12043 12043 12043	UTILITY TRENCH AND POTHOLE REPA 072-360-0000-4300 070-383-0301-4300 UTILITY TRENCH AND POTHOLE REPA 072-360-0000-4300 070-383-0301-4300 UTILITY TRENCH AND POTHOLE REPA	46.69 46.68 50.76 50.75

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218340	3/16/2020	103603 VULCAN MATERIALS COMPANY	(Continued)	12043 12043 12043 12043 12043 12043	072-360-0000-4300 070-383-0301-4300 072-360-0000-4300 070-383-0301-4300 UTILITY TRENCH AND POTHOLE REPA 072-360-0000-4300 070-383-0301-4300	528.84 234.86 45.07 339.05 744.01 744.00 Total : 2,830.71
218341	3/16/2020	888390 WEST COAST ARBORISTS, INC.	155783-AM 157225	12093 12093	CITY WIDE TREE MAINT. SERVICE 011-311-0000-4260 CITY WIDE TREE MAINT. SERVICE 011-311-0000-4260	880.00 9,772.00 Total : 10,652.00
218342	3/16/2020	890970 WEX BANK	64144258		FUEL FOR FLEET 041-320-0152-4402 041-320-0221-4402 041-320-0222-4402 041-320-0224-4402 041-320-0225-4402 041-320-0226-4402 041-320-0228-4402 041-320-0311-4402 041-320-0312-4402 041-320-0320-4402 041-320-0346-4402 041-320-0370-4402 041-320-0390-4402 041-320-0420-4402 007-313-3630-4402 029-335-0000-4402 070-381-0000-4402 070-382-0000-4402 070-383-0000-4402 070-384-0000-4402	288.41 207.33 126.90 633.63 1,929.94 2.00 657.00 617.34 124.88 188.09 62.95 688.76 1,194.35 2.00 58.06 85.82 33.95 126.31 789.66 168.16

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218342	3/16/2020	890970 WEX BANK	(Continued)		072-360-0000-4402	343.81
					Total :	8,329.35
218343	3/16/2020	889138 WIEDER, CAROL	030220		INTERPRETATION SERVICES-CC MTG	250.00
					001-101-0000-4270	250.00
					Total :	250.00
218344	3/16/2020	891531 WILLDAN ENGINEERING	618809	11901	SF - HSIP CYCLE 8 TRAFFIC SIGNAL IW	12,503.46
					012-311-0562-4600	12,503.46
					Total :	12,503.46
128	Vouchers for bank code :		bank3		Bank total :	1,356,300.11
128	Vouchers in this report				Total vouchers :	1,356,300.11

Voucher Registers are not final until approved by Council.

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218112	3/1/2020	100286 BAKER, BEVERLY	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
218113	3/1/2020	893277 CROOK, LORETTA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
218114	3/1/2020	100916 DEIBEL, PAUL	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
218115	3/1/2020	891041 GARCIA, CONNIE	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
218116	3/1/2020	101781 KISHITA, ROBERT	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
218117	3/1/2020	101926 LILES, RICHARD	20-Mar		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	285.33 285.33
					Total :	570.66
218118	3/1/2020	891027 LOCKETT, JOANN	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
218119	3/1/2020	102126 MARTINEZ, MIGUEL	20-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	525.39
					Total :	525.39
218120	3/1/2020	891031 ORTEGA, JIMMIE	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218121	3/1/2020	891032 OTREMB, EUGENE	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
218122	3/1/2020	891354 RAMIREZ, ROSALINDA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	525.39
					Total :	525.39
218123	3/1/2020	102940 RUIZ, RONALD	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
218124	3/1/2020	103121 SERRANO, ARMANDO	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
218125	3/1/2020	892782 TIGHE, DONNA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
218126	3/1/2020	891046 VANAALST, LEONILDA	20-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	200.43
					Total :	200.43
15 Vouchers for bank code : bank3						Bank total : 6,059.35
15 Vouchers in this report						Total vouchers : 6,059.35

Voucher Registers are not final until approved by Council.

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218127	3/1/2020	100042 ABDALLAH, ALBERT	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,257.33
					Total :	1,257.33
218128	3/1/2020	100091 AGORICHAS, JOHN	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	212.39
					Total :	212.39
218129	3/1/2020	891039 AGUILAR, JESUS	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	539.86
					Total :	539.86
218130	3/1/2020	100104 ALBA, ANTHONY	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
218131	3/1/2020	891011 APODACA-GRASS, ROBERTA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
218132	3/1/2020	100306 BARNARD, LARRY	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	883.00
					Total :	883.00
218133	3/1/2020	100346 BELDEN, KENNETH M.	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.00
					Total :	1,124.00
218134	3/1/2020	892233 BUZZELL, CAROL	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	188.03
					Total :	188.03
218135	3/1/2020	891350 CALZADA, FRANK	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
218136	3/1/2020	100642 CASTRO, RICO	20-Mar		CALPERS HEALTH REIMB	

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218136	3/1/2020	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,723.24
					Total :	1,723.24
218137	3/1/2020	100752 COLELLI, CHRISTIAN	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
218138	3/1/2020	891014 CREEKMORE, CASIMIRA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
218139	3/1/2020	891016 DEATON, MARK	20-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	570.66
					Total :	570.66
218140	3/1/2020	100913 DECKER, CATHERINE	20-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	630.56
					Total :	630.56
218141	3/1/2020	100925 DELGADO, RALPH	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
218142	3/1/2020	892102 DOSTER, DARRELL	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
218143	3/1/2020	100996 DRAKE, JOYCE	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
218144	3/1/2020	100995 DRAKE, MICHAEL	20-Mar		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	122.89
					Total :	245.78
218145	3/1/2020	100997 DRAPER, CHRISTOPHER	20-Mar		CALPERS HEALTH REIMB	

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vchlist 02/27/2020 12:26:01PM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218145	3/1/2020	100997 DRAPER, CHRISTOPHER	(Continued)		001-180-0000-4127	1,588.41
					Total :	1,588.41
218146	3/1/2020	101044 ELEY, JEFFREY	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00
					Total :	1,755.00
218147	3/1/2020	891040 FISHKIN, RIVIAN	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
218148	3/1/2020	892103 GAJDOS, BETTY	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
218149	3/1/2020	891351 GARCIA, DEBRA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,154.28
					Total :	2,154.28
218150	3/1/2020	891067 GARCIA, NICOLAS	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	864.82
					Total :	864.82
218151	3/1/2020	101318 GLASGOW, KEVIN	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
218152	3/1/2020	891020 GLASGOW, ROBERT	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	374.00
					Total :	374.00
218153	3/1/2020	891021 GUIZA, JENNIE	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
218154	3/1/2020	101415 GUTIERREZ, OSCAR	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218154	3/1/2020	101415 101415 GUTIERREZ, OSCAR	(Continued)			Total : 200.43
218155	3/1/2020	891352 HADEN, SUSANNA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	525.39
					Total :	525.39
218156	3/1/2020	101440 HALCON, ERNEST	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.00
					Total :	1,325.00
218157	3/1/2020	891918 HARTWELL, BRUCE	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
218158	3/1/2020	101465 HARVEY, DAVID	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
218159	3/1/2020	101466 HARVEY, DEVERY MICHAEL	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,569.00
					Total :	1,569.00
218160	3/1/2020	101471 HASBUN, NAZRI A.	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34
					Total :	1,487.34
218161	3/1/2020	891023 HATFIELD, JAMES	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
218162	3/1/2020	892104 HERNANDEZ, ALFONSO	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,347.85
					Total :	1,347.85
218163	3/1/2020	891024 HOOKER, RAYMOND	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	792.12
					Total :	792.12
						Page: 4

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218164	3/1/2020	101538 HOUGH, RAY	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 515.06
218165	3/1/2020	101597 IBRAHIM, SAMIR	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
218166	3/1/2020	101694 JACOBS, ROBERT	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 883.00
218167	3/1/2020	892105 KAHMANN, ERIC	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
218168	3/1/2020	101786 KLOTZSCHE, STEVEN	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 856.34
218169	3/1/2020	891866 KNIGHT, DONNA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
218170	3/1/2020	892929 LEWIS, WANDA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
218171	3/1/2020	891043 LIEBERMAN, LEONARD	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
218172	3/1/2020	101933 LITTLEFIELD, LESLEY	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	630.56 630.56
218173	3/1/2020	102059 MACK, MARSHALL	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34
						Page: 5

vchlist 02/27/2020 12:26:01PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218173	3/1/2020	102059 102059 MACK, MARSHALL	(Continued)			1,487.34
218174	3/1/2020	891010 MAERTZ, ALVIN	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
218175	3/1/2020	888037 MARTINEZ, ALVARO	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,189.78 1,189.78
218176	3/1/2020	102206 MILLER, WILMA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
218177	3/1/2020	102212 MIRAMONTES, MONICA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 1,487.34
218178	3/1/2020	102232 MIURA, HOWARD	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
218179	3/1/2020	892106 MONTAN, EDWARD	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 856.34
218180	3/1/2020	102365 NAVARRO, RICARDO A	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 515.06
218181	3/1/2020	102473 ORDELHEIDE, ROBERT	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.32 1,834.32
218182	3/1/2020	102483 OROZCO, ELVIRA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 188.03
						Page: 6

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218183	3/1/2020	102486 ORSINI, TODD	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,226.66 2,226.66
218184	3/1/2020	102569 PARKS, ROBERT	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00 1,755.00
218185	3/1/2020	102527 PISCITELLI, ANTHONY	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 515.06
218186	3/1/2020	891033 POLLOCK, CHRISTINE	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	374.00 374.00
218187	3/1/2020	102735 QUINONEZ, MARIA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,189.78 1,189.78
218188	3/1/2020	891034 RAMSEY, JAMES	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	743.03 743.03
218189	3/1/2020	102864 RIVETTI, DOMINICK	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 883.00
218190	3/1/2020	102936 RUELAS, MARCO	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,280.32 1,280.32
218191	3/1/2020	891044 RUSSUM, LINDA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
218192	3/1/2020	103005 SALAZAR, TONY	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34
						Page: 7

vchlist 02/27/2020 12:26:01PM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218192	3/1/2020	103005 103005 SALAZAR, TONY	(Continued)			1,487.34
218193	3/1/2020	892107 SHANAHAN, MARK	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
218194	3/1/2020	891035 SHERWOOD, NINA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
218195	3/1/2020	103175 SKOBIN, ROMELIA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90 1,176.90
218196	3/1/2020	103220 SOMERVILLE, MICHAEL	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,360.00 1,360.00
218197	3/1/2020	103394 TORRES, RACHEL	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
218198	3/1/2020	889588 UFANO, VIRGINIA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
218199	3/1/2020	888417 VALDIVIA, LAURA	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	792.12 792.12
218200	3/1/2020	103562 VASQUEZ, JOEL	20-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	1,755.00 1,755.00
218201	3/1/2020	891038 WAITE, CURTIS	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90 1,176.90
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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218202	3/1/2020	891036 WATT, DAVID	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
218203	3/1/2020	891037 WEBB, NANCY	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	743.03
					Total :	743.03
218204	3/1/2020	103643 WEDDING, JEROME	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
218205	3/1/2020	103727 WYSBEEK, DOUDE	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
218206	3/1/2020	103737 YNIGUEZ, LEONARD	20-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90
					Total :	1,176.90
80 Vouchers for bank code : bank3						Bank total : 64,832.03
80 Vouchers in this report						Total vouchers : 64,832.03

Voucher Registers are not final until approved by Council.

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218207	3/5/2020	102519 P.E.R.S.	MARCH 2020		HEALTH INS. BENEFITS-MARCH 2020 001-1160	164,657.91
Total :						164,657.91
1 Vouchers for bank code : bank3						Bank total : 164,657.91
1 Vouchers in this report						Total vouchers : 164,657.91

Voucher Registers are not final until approved by Council.

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218208	2/27/2020	893115 P.E.R.S. CITY RETIREMENT	100000015917930		EMPLOYER CONTRIB VARIANCE-11/19-018-225-0000-4124	4,994.16
					Total :	4,994.16
218209	2/27/2020	893115 P.E.R.S. CITY RETIREMENT	100000015858060		EMPLOYER CONTRIB VARIANCE-12/07-001-1160	3,217.04
					Total :	3,217.04
218210	2/27/2020	893115 P.E.R.S. CITY RETIREMENT	100000015890661		EMPLOYER CONTRIB VARIANCE-12/21-001-1160	2,971.45
					Total :	2,971.45
		3 Vouchers for bank code :	bank3		Bank total :	11,182.65
		3 Vouchers in this report			Total vouchers :	11,182.65

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SPECIAL CHECKS

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Voucher List

CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218211	3/3/2020	888800 BUSINESS CARD	010320		JAN 2020-(1) MONTH 200 OUTLOOK 36	
			012520		001-135-0000-4260 DOORKNOB BAGS	1,582.00
			020320		001-420-0000-4300 DRAWER ORGANIZER-PD	338.59
			020420		001-222-0000-4300 DINNER FOR CC & STAFF-CC MTG 02/	43.93
			020420		001-101-0000-4300 DINNER FOR CC & STAFF-CC MTG 02/	80.40
			020420		001-101-0000-4300 RECRUITMENT FOR PW DIRECTOR	21.88
			020420		001-106-0000-4230 LODGING-ICA ANNUAL WINTER SEMIN	325.00
			020520		001-101-0111-4370 FEB 2020-(1) MONTH 200 OUTLOOK 36	579.65
			020520		001-135-0000-4260 PARKING FEE-LEAGUE OF CA. CITIES	1,582.00
			020520		001-105-0000-4370 BUSINESS CARDS	63.50
			020620		001-420-0000-4111 001-310-0000-4300 INTERNATIONAL TRANSACTION FEE	33.14
			020620		001-135-0000-4260 CITY CALENDAR-FEB 2020	38.68
			020620		001-135-0000-4260 MEMBERSHIP DUES	0.27
			020620		001-130-0000-4380 MATINEE FOR SENIORS	9.00
			020720-1		004-2346 MONTIOR REPLACEMENT-PD	110.00
			020720-2		001-222-0000-4300 USB BLUETOOTH ADAPTER-PD	5.50
			021020		001-222-0000-4300 LUNCH-LEAGUE OF CA. CITIES CONF	13.19
			021020		001-105-0000-4370 RENTAL CAR GAS-LEAGUE OF CA. CIT	20.49

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Voucher List

CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218211	3/3/2020	888800 BUSINESS CARD	(Continued)		001-105-0000-4370 LODGING-LEAGUE OF CA CITIES CONI	20.07
			021020		001-105-0000-4370 HEAT LOGO STAMP-PW	611.10
			021120		043-390-0000-4340 RGSTR-2020 CPRS CONF & EXPO	225.30
			021220		001-422-0000-4370 GFOA AWARD APPLICATION	80.00
			021220-1		001-130-0000-4380 RAM UPGRADE-ADMIN	530.00
			021220-2		001-105-0000-4300 STORAGE BOXES-ADMIN	118.44
			021420		001-105-0000-4300 RGSTR-2020 NALEO ANNUAL CONF	43.99
			021420		001-101-0109-4370 ANNUAL MEMBERSHIP DUES	700.00
			021420		001-101-0109-4380 MONITOR REPLACEMENT-RCS	100.00
			021720		001-420-0000-4300 AIRFARE-LGBTQ CONF	224.99
			021720		001-101-0103-4370 AIRFARE-2020 NALEO ANNUAL CONF	142.96
			021720		001-101-0109-4370 LODGING DEP-2020 NALEO ANNUAL C	127.96
					001-101-0109-4370 Total :	202.95 9,324.92
218212	3/3/2020	887872 ROSENBERG, IRWIN	REIMB.		RETIREMENT PLAQUE 001-222-0000-4300	189.45
					Total :	189.45
2 Vouchers for bank code :		bank3			Bank total :	9,514.37
2 Vouchers in this report					Total vouchers :	9,514.37

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218214	3/2/2020	893115 P.E.R.S. CITY RETIREMENT	100000015890701		EMPLOYER CONTRIB VARIANCE 001-1160	3,257.13
					Total :	3,257.13
218215	3/2/2020	893115 P.E.R.S. CITY RETIREMENT	100000015890682		EMPLOYER CONTRIB VARIANCE 001-1160	3,234.59
					Total :	3,234.59
		2 Vouchers for bank code :	bank3		Bank total :	6,491.72
		2 Vouchers in this report			Total vouchers :	6,491.72

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217836	2/6/2020	103648 CITY OF SAN FERNANDO	(Continued)		027-1003	4,653.55
					029-1003	2,809.72
					030-1003	3,232.19
					041-1003	11,469.73
					043-1003	23,926.69
					070-1003	41,932.96
					072-1003	22,376.18
					094-1003	158.31
					Total :	537,579.04
217838	2/7/2020	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS- FEB 2020	
					001-1160	11,950.75
					Total :	11,950.75
217839	2/7/2020	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS- FEB 2020	
					001-1160	117.48
					Total :	117.48
217840	2/7/2020	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS- FEB 2020	
					001-1160	2,527.92
					Total :	2,527.92
217841	2/7/2020	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS- FEB 2020	
					001-1160	3,737.75
					Total :	3,737.75
217977	2/19/2020	103648 CITY OF SAN FERNANDO	PR 2-21-20		REIMB FOR PAYROLL W/E 2/14/20	
					043-1003	23,974.58
					070-1003	37,774.30
					072-1003	22,291.02
					094-1003	158.31
					110-1003	763.92
					001-1003	427,690.58
					007-1003	317.25
					008-1003	2,320.71
					017-1003	349.25

Page:

vchlist

Voucher List

Page: 3

03/05/2020 10:15:10AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217977	2/19/2020	103648 CITY OF SAN FERNANDO	(Continued)			
					027-1003	4,718.57
					029-1003	2,768.49
					030-1003	3,385.29
					041-1003	11,469.71
					Total :	537,981.98
217978	2/25/2020	893405 NEW HORIZON	35632		LP PHONE SERVICE 11/18-12/31 & JAN	
					001-420-0000-4220	1,004.81
					Total :	1,004.81
14 Vouchers for bank code :		bank3			Bank total :	1,099,307.48
14 Vouchers in this report					Total vouchers :	1,099,307.48

Voucher Registers are not final until approved by Council.

Page: 3

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Elena G. Chávez, City Clerk

Date: March 16, 2020

Subject: Consideration to Adopt a Resolution Authorizing and Directing the City Clerk to Destroy Certain City Records and Documents Pursuant to the Government Code of the State of California

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7989 (Attachment "A") Authorizing and Directing the City Clerk to Destroy Certain Records and Documents Pursuant to Section 34090 of the Government Code of the State of California.

BACKGROUND:

On November 5, 2001, the City Council adopted Resolution No. 6806 (Attachment "B") that approved a Retention Schedule for the Maintenance and Disposition of Records in the City of San Fernando. The Resolution states that upon written consent of the City Clerk and City Attorney, and with the approval of the City Council, "the City Clerk may destroy any City record, document, instrument, book or paper, under her charge, without making a copy thereof, after the same is no longer required". The Schedule is used to assign a retention timeframe for records in the custody of each City department.

Over the years, Departments have requested authorization to destroy certain records and, again, there is a need to schedule a City records destruction event.

ANALYSIS/CONCLUSION:

In an effort to clear out space at various City facilities, the following Departments have identified records (Attachment "A" - Exhibit "A") that qualify for destruction:

Consideration to Adopt a Resolution Authorizing and Directing the City Clerk to Destroy Certain City Records and Documents Pursuant to the Government Code of the State of CaliforniaPage 2 of 2

City Clerk	9	Boxes
Community Development	10	Boxes
Finance	30	Boxes
Police	21	Boxes
Public Works	7	Boxes
Recreation & Community Services	3	Boxes
Total:	80	Boxes

Staff requests City Council approval for the disposition and destruction of approximately 79 boxes of records that are no longer required to be retained. Pursuant to California Government Code Section 34090, these records are eligible for destruction and the removal of these boxes will assist in creating storage space for new records.

BUDGET IMPACT:

The anticipated cost to destroy these records is approximately \$3.50 per box and is included in the Fiscal Year 2019-2020 City Budget (cost will be apportioned to each Department based on the number of boxes to be destroyed).

ATTACHMENTS:

- A. Resolution No. 7989
- B. Resolution No. 6806

ATTACHMENT "A"**RESOLUTION NO. 7989****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AUTHORIZING AND DIRECTING THE CITY CLERK TO DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA**

WHEREAS, Section 34090 of the Government Code of the State of California provides for the destruction of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney; and

WHEREAS, a list of City records and documents recommended for destruction has been prepared (attached hereto as Exhibits "A" and "E") Request for Destruction of Records and Destruction List for Duplicates and Other Documents; and in the opinion of the Department Head concerned, said City records and documents are no longer required; and

WHEREAS, the City Clerk and City Attorney have consented to the destruction of such documents and records Destruction List Approval (Exhibit "B").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1: The City Clerk is hereby authorized and directed to destroy those items listed in Exhibit "A" pursuant to procedures established in the Records Program for the City of San Fernando. When the records are destroyed, the Certificate of Destruction (Exhibit "C") must be completed and original form must be filed with the City Clerk to be maintained as a permanent record attached to this Resolution.

SECTION 2: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 16th 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, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Council of the City of San Fernando held on the 16th day of March 2020; and was carried by the following vote:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"**REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: CITY CLERK**

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Correspondence: Agenda Reports	2	1984-1988	2 Years	March 2020
2	Election Materials: Ballots, Envelopes, Absentee Applications	3	2013-2015	6 Months	
3	Election Files: Proof of Publication, List of Candidates, Legal Notices	3	1968-2013	C+ 5 Years	
3	Election Materials: Ballots, Absentee Applications, Appointment Forms, Copies of Index, Precinct Officers, Envelopes	3	1968- 2015	6 Months	
4	Correspondence: Agenda Reports	2	1982-2013	2 Years	
5	Correspondence: Agenda Reports	2	2014-2017	2 Years	
6	Claim Files	20	1982-1994	C+ 5 Years	
7	Agendas – Sworn Originals	2	2003-2012	7 Years	
8	General Correspondence	2	2017-2018	2	
9	General Correspondence	2	2016-2017	2	


 Department Head Signature

City Clerk
 Department

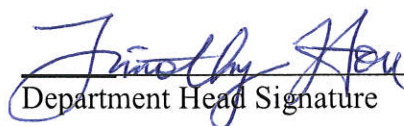
3/10/20
 Date

EXHIBIT "A"**REQUEST FOR DESTRUCTION OF RECORDS**

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
CE #1	Code Enforcement – Case Files	9	2010-2015	C+3	
CE #2	Code Enforcement – Case Files	9	2009-2015	C+3	
CE #3	Code Enforcement – Case Files	9	7/15-12/15 9/14-06/15 08/05-03/13 2013-2015	C+3	


Department Head Signature

CDD
Department

1/14/2020
Date

EXHIBIT "A"**REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: FINANCE**

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1-9	Warrants (Paid) (A/P)	14	2012-2013	A+5	
10-11	General Ledger Reports	12	2007-2008	A+10	
12-13	RDA Bank Reconciliations	14	1999-2000 2000-2001 2001-2002	5 Years	
14	Bank Statements	14	1996-1997 1997-1998 1998-1999	5 Years	
15	Journal Entries/Vouchers	12	2008-2009	A+10	
16	Budget Adjustments/Request	15	2003-2004 thru 2015-2016	3	
17	Cash Reconciliations / Statements	12	2008-2009 thru 2011-12	7	
18	Revenue Receipts/Reports	17	2004-2005 2005-2006	A+5	
19	Revenue Receipts/Reports	17	2008-2009	A+5	
20	Revenue Receipts/Reports	17	2009-2010	A+5	
21	Revenue Receipts/Reports	17	2010-2011 thru 2011-2012	A+5	
22	Revenue Receipts/Reports	17	2012-2013	A+5	
23	Journal Entries/Vouchers & Revenue Receipts/Reports	17	1999-2000	A+10 & A+5	
24	Correspondence: Water Receipts	12	July 2015-Aug 2015	A+2	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
25	Correspondence: Water Receipts	12	Sep 2015-Nov 2015	A+2	
26	Correspondence: Water Receipts	12	Dec 2015-Feb 2016	A+2	
27	Correspondence: Water Receipts	12	Mar 2016-May 2016	A+2	
28	Correspondence: Water Receipts	12	June 2016-Aug 2016	A+2	
29	Correspondence: Water Receipts	12	Sep 2016-Nov 2016	A+2	
30	BL Cash Receipts	16	Jan 2012-Dec 2015	T-4	


Department Head Signature

Finance
Department

1/15/2020
Date

EXHIBIT "A"**REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: POLICE**

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.


Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Incident/Impound Reports	22	2008	3 Years	March 2020
	Traffic Collision Reports	24	2008	5 Years	
	Arrest Records: Traffic Warrants	21	2008	2 Years	
	Restraining Orders	24	2008	C	
2	Incident/Impound Reports	22	2008	3 Years	“
	Traffic Collision Reports	24	2008	5 Years	
	Arrest Records: DA Rejects	21	2008	4 Years	
	Arrest Records: Traffic Warrants	21	2008	2 Years	
	Restraining Orders	24	2008	C	
3	Incident/Impound Reports-Face Sheet Only	22	2003-2010	3 Years	“
	Traffic Collision Reports-Face Sheet Only	24	2003-2010	5 Years	
	Arrest Records-Face Sheet Only	21	2003-2010	4 Years	
4	Incident/Impound Reports	22	2009-2013	3 Years	“
	Correspondence: Returned Mail	22	2009-2013	2 Years	
	Warrant Notices	25	2009-2013	2 Years	
5	Correspondence: Return Receipts	22	2009-2012	2 Years	“
	Citation Corrections	21	2009-2012	2 Years	
	Voided Citations	21	2012-2015	2 Years	
	Fingerprint/Miscellaneous Receipts	21	2015	2 Years	
6	Incident/Impound Reports	22	2008	3 Years	“
	Traffic Collision Reports	24	2008	5 Years	
	Arrest Records: DA Rejects	21	2008	4 Years	
	Arrest Records: Traffic Warrants	21	2008	2 Years	
7	Incident/Impound Reports	22	2008	3 Years	“
	Traffic Collision Reports	24	2008	5 Years	
	Arrest Records: DA Rejects	21	2008	4 Years	
	Arrest Records: Traffic Warrants	21	2008	2 Years	
8	Incident/Impound Reports	22	2008	3 Years	“
	Traffic Collision Reports	24	2008	5 Years	
	Arrest Records: DA Rejects	21	2008	4 Years	
	Arrest Records: Traffic Warrants	21	2008	2 Years	
	Marijuana Citations	21	2008	2 Years	
	Vendor Citations	21	2008	2 Years	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	
9	Incident/Impound Reports	22	2008	3 Years	“
	Traffic Collision Reports	24	2008	5 Years	
	Arrest Records: DA Rejects	21	2008	4 Years	
	Arrest Records: Traffic Warrants	21	2008	2 Years	
10	Incident/Impound Reports	22	2008	3 Years	“
	Traffic Collision Reports	24	2008	5 Years	
	Arrest Records: DA Rejects	21	2008	4 Years	
	Arrest Records: Traffic Warrants	21	2008	2 Years	
11	CSO Logs	22	2010-2011	3 Years	“
12	Reports – Duplicates/Detective Copies	24	2017	6 Months	“
13	Reports – Duplicates/Detective Copies	24	2017 -2018	6 Months	“
14	Incident/Impound Reports	22	2008-2009	3 Years	“
	Traffic Collision Reports	24	2008-2009	5 Years	
	Arrest Records: DA Rejects	21	2008-2009	4 Years	
	Arrest Records: Traffic Warrants	21	2008-2009	2 Years	



 Department Head Signature

 Police
 Department



 Date

EXHIBIT "A"**REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: PUBLIC WORKS**

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Correspondence & Supporting Data: Budget Books	28	1992—1993	2 yrs	2019
2	Correspondence & Supporting Data: Budget Books	28	1965-1986	2 yrs	2019
3	Bid Files: Refuse RFP	1	2002	A +10 yrs	2019
4	Correspondence & Supporting Data: Weed Abatement/Facilities Maint	28	1989-1996	2 yrs	2019
5	Correspondence & Supporting Data: LA City Disposal Charges	28	1989-1992	2 yrs	2019
6	Grants/Funding Files: Graffiti Grant	28	1993	C +10	2019
7	Correspondence & Supporting Data: Traffic Control Devices Green Book Blue Book Bldg & Construction	28	2000, 2003 2012 2014	2	2019
	Bid Files - Unsuccessful RFP Automated Red Light	1	2008	5	


 Department Head Signature

Public Works
 Department

Feb 4, 2020
 Date

EXHIBIT "A"**REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: RECREATION AND COMMUNITY SERVICES**

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Deposit Slips/Receipts	14	2014	5 years	
1	Reservations	30	2013	2 years	
1	Reservations	30	2014	2 years	
1	Reservations	30	2015	2 years	
2	Deposit Slips/Receipts	14	2014	5 years	
3	Reservations	30	2016	2 years	
3	Deposit Slips/Receipts	14	2014	5 years	


 Department Head Signature

Recreation & Community Services
 Department

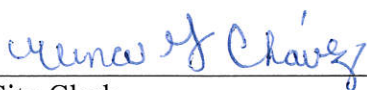
2/4/20
 Date

EXHIBIT "B"**DESTRUCTION LIST APPROVAL**

Attached is a Request for Destruction of Records submitted by Elena G. Chávez, City Clerk, requesting authorization to destroy the records described in the detailed list which is included with the attached request.

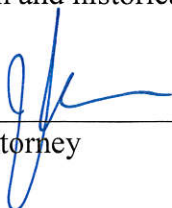
Pursuant to San Fernando City Council Resolution No. 6806, the types of records listed in the City's current records retention schedule are authorized for disposition as outlined in that schedule upon the written consent of the City Clerk and the City Attorney and approval by the City Council. The review by the City Clerk and the City Attorney must include the determination that the records requested for destruction no longer have any administrative value, legal value, evidential value, fiscal value, or research and historical value. The resolution also provides that the destruction of any record shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature must be shredded, under the direct supervision of the City Clerk.

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with the established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction and to the department-proposed method of destruction unless otherwise noted below.


City Clerk

3/9/20
Date

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction.


City Attorney

3/9/2020
Date

EXHIBIT "C"**CERTIFICATE OF DESTRUCTION**

I hereby certify that the destruction of the records described in the attached list was approved by the San Fernando City Clerk and City Attorney on May 31, 2018, pursuant to the authority provided by San Fernando City Council Resolution No. 6806. The approved method of destruction for these records is shredding.

City Clerk

Date

I hereby certify that, pursuant to the forgoing authority, the records described in the attached list as requested by the _____ were destroyed on: _____. I further certify that the method of destruction used was shredding and that I, _____ supervised the destruction of said records.

Signature

Title

Date

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.

EXHIBIT "E"
DESTRUCTION LIST FOR DUPLICATES
AND OTHER DOCUMENTS NOT REQUIRING
CITY COUNCIL RESOLUTION OR APPROVAL

Type of Item or Name of File or File Series


**Inclusive Date of
Date of Last Item**

Box Number	Record Series Title & Contents	Date(s) of Records
Planning #1	Banner Permits Undeliverable Public Hearing Notices Notice of Violations Specific Plan Labels	1998-2005 and 2018 2002-2004 2001-2002 2004
Planning #2	Employee Leave Balance Report Daily Transaction Report Blank 24 Hour Notices (NCR)	2017-2018 01/01/2010- 12/30/2016
Planning #3	Paid Receipts	01/04/01-04/28/06
Planning #4	Paid Receipts	05/01/06-01/13/11
Planning #5	Paid Receipts	01/14/11-02/28/13
Planning #6	Paid Receipts	03/31/13-06/30/15
Planning #7	Paid Receipts Garage Sale Permits – Citywide	07/01/15-12/21/16 01/01/2019-12/31/2019


APPROVED:


 Department Head

2/20/20
 Date


 City Clerk

3/9/20
 Date


 City Attorney

3/9/2020
 Date

EXHIBIT "E"**DESTRUCTION LIST FOR DUPLICATES AND OTHER DOCUMENTS
NOT REQUIRING CITY COUNCIL RESOLUTION OR APPROVAL**

Box No.	Department:	Type of Item or Name of File or File Series	Inclusive Dates or Date of Last Item
1	Police	2006/2007 Accounts Payable – Duplicates	July 1, 2006 – June 30, 2007
2	Police	2007/2008 Accounts Payable – Duplicates	July 1, 2007 – June 30, 2008
3	Police	2008/2009 Accounts Payable – Duplicates	July 1, 2008 – June 30, 2009
4	Police	2009/2010 Accounts Payable – Duplicates	July 1, 2009 – June 30, 2010
5	Police	2010/2011 Accounts Payable – Duplicates	July 1, 2010 – June 30, 2011
6	Police	2011/2012 Accounts Payable – Duplicates	July 1, 2011 – June 30, 2012
7	Police	2012/2013 Accounts Payable – Duplicates	July 1, 2012 – June 30, 2013

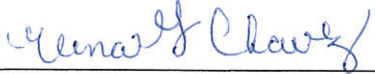
APPROVED:



Department Head

9/27/19

Date



City Clerk

3/10/20

Date

City Attorney

Date

**CITY OF SAN FERNANDO
CITY COUNCIL
RESOLUTION NO. 6806**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, ADOPTING A RETENTION
SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF
RECORDS.**

The City Council of the City of San Fernando hereby finds and resolves:

WHEREAS, the retention of numerous records is unnecessary after a certain period of time for the effective and efficient operation of the government of the City of San Fernando.

WHEREAS, the approval of guidelines for the ongoing disposition of obsolete City records will assist the City in the effective management of records, as well as provide for the efficient review of records proposed for disposal.

WHEREAS, Section 34090, et seq. of the Government Code of the State of California provides the parameters whereby any City record which has served its purpose and is no longer required may be destroyed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Fernando as follows:

Section 1. The attached Records Retention Schedule, which is attached hereto as Appendix I and incorporated herein by this reference, is hereby approved.

Section 2. The types of records identified in the Records Retention Schedule, generated or received by the City are hereby authorized for disposition as outlined in that schedule in accordance with Section 34090, et seq. of the Government Code of the State of California, upon the written consent of the City Clerk and the City Attorney, and with the approval of the City Council of the City.

Section 3. Upon such written consent and approval, the City Clerk may destroy any City record, document, instrument, book or paper, under his or her charge, without making a copy thereof, after the same is no longer required. This resolution does not authorize the destruction of permanent records set forth in Government Code Section 34090, which include: (a) records affecting the title of real property or liens thereon; (b) court records on any subject where litigation is pending; (c) records required to be kept by statute; (d) records less than two years old; (e) the minutes, ordinances or resolutions of the legislative body or of a City Board or Commission. The review by the City Clerk and the City Attorney shall include the determination that the subject records no longer have any administrative value, legal value, evidential value, fiscal value or research and historical value.

Section 4. The destruction of any record as provided for herein shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature shall be shredded, under the direct supervision of the City Clerk.

Section 5. The term “record” or “records,” as defined in Government Code Section 14741 and as used herein, shall mean all papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, punched cards, and other documents produced, received, owned or used by the City, regardless of physical form or characteristics; that the term “public records,” as defined in Government Code Section 6252 and used herein, shall include any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by the City regardless of physical form or characteristics; and that the term “writing,” as defined in Government Code Section 6252 and as used herein, shall mean handwriting, typewriting, printing, photostating, photographing and every other means of recording upon any form of communication or representation, including letters, words, pictures, sounds, or symbol, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums and other documents.

Section 6. Any records not specified in the Records Retention Schedule shall not be destroyed without the express approval of the City Attorney and a resolution acted upon by the City Council.

Section 7. On each occasion that a Department Head requests the destruction of records, such request shall be made on a “Request for Destruction of Records” form (see attached sample identified as Exhibit “A”). This form shall include the finding that all of the records are more than two years old and/or have been retained for the minimum retention period as specified in this resolution. This form shall include the determination that the records no longer have any administrative, legal, evidential, fiscal or research and historical value. This form shall also indicate that it includes or has attached to it a detailed list of all of the records with a description sufficient for identification, including the year of the record, the category from the Records Retention Schedule, and a specific description of the record. The City Clerk and the City Attorney shall authorize the destruction of records on a “Destruction List Approval” form (see attached sample identified as Exhibit “B”). This form shall include the determination that the records no longer have any administrative, legal, evidential, fiscal, research or historical value. This form shall also indicate that attached to it is the “Request for Destruction of Records” form and a detailed list of records submitted by the Department Head. A “Certificate of Destruction” form (see attached sample form identified as Exhibit “C”) shall be completed when the records have been destroyed. This form shall stipulate the date of the destruction, the destruction method used and who supervised the destruction. If the Department Head designates the records for microfilming, a “Request for Microfilming” form should be submitted to the City Clerk for processing (see attached sample form identified as Exhibit “D”). All four forms shall be maintained as permanent City records in the City Clerk’s office. While the attached sample forms may be changed periodically and may even be consolidated, each of them shall retain the titles shown and shall contain the required information specified in this section.

Section 8. Pursuant to Section 34090.7 of the Government Code of the State of California, notwithstanding the provisions of Section 34090, the City Council may prescribe a procedure under which duplicates of City records less than two years old may be destroyed if they are no longer required.

Section 9. The City Council hereby authorizes destruction of duplicate records, utilizing Exhibit "E," attached hereto, with the approval of the Department Head, the City Clerk and the City Attorney.

Section 10. The Records Retention Schedule shall be reviewed on an annual basis by the City Clerk. The review process shall include a legal analysis with regard to any changes in the various statutes. Following a thorough review, the City Clerk shall present the entire Records Retention Schedule with any recommended changes to the City Council for approval.

Section 11. Pursuant to Government Code Section 6200 relating to offenses by an official custodian, every officer having the custody of any record, map or book, or of any paper or proceeding of any court, filed or deposited in any public office, or placed in his or her hands for any purpose, is punishable by imprisonment in the state prison for two, three or four years if, as to the whole or any part of the record, map, book, paper or proceeding, the officer willfully does or permits any other person to do any of the following: (a) steal, remove or secrete; (b) destroy, mutilate or deface; or (c) alter or falsify. Pursuant to Section 6201, relating to offenses by persons other than custodial officers, every person not an officer referred to in Section 6200, who is guilty of any of the acts specified in that section, is punishable by imprisonment in the state prison, or in a county jail not exceeding one year, or by a fine not exceeding one thousand dollars (\$1,000), or by both such fine and imprisonment.

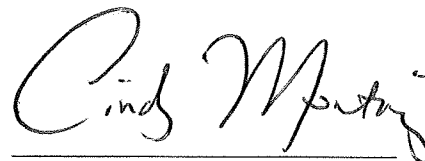
Section 12. Resolution No. 6156 is hereby rescinded.

Section 13. This resolution shall be in full force and effect immediately upon its passage and adoption thereof.

PASSED, APPROVED and ADOPTED this 5th day of Nov., 2001.

ATTEST:


CITY CLERK


MAYOR

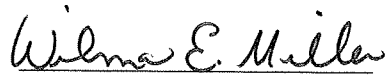
APPROVED AS TO FORM:


CITY ATTORNEY

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

I, Wilma Miller, City Clerk of the City of San Fernando, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of San Fernando held on the 5th day of October, 2001, and was carried by the following roll call vote:

AYES: Montanez, Hernandez, De La Torre, Di Tomaso, Ramos - 5
NOES: None - 0
ABSENT: None - 0


City Clerk

SAMPLE FORM - EXHIBIT A**REQUEST FOR DESTRUCTION OF RECORDS**

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is _____.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum retention period specified in Resolution No. _____. I further certify that the records listed no longer have any administrative, legal, evidential, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

<u>Box No.</u>	<u>Record Series Title & Contents</u>	<u>Retention Schedule Page No.</u>	<u>Date(s) of Records</u>	<u>Retention Requirements</u>	<u>Destruction Date</u>
1	Fin. - Correspondence	1	1991-1992 (FOR EXAMPLE)	3 years	1995

Department Head Signature_____
Department_____
Date

SAMPLE FORM - EXHIBIT "B"**DESTRUCTION LIST APPROVAL**

Attached is a Request for Destruction of Records submitted by _____
(Department Head) of the _____ Department, dated _____
requesting authorization to destroy the records described in the detailed list which is included with
the (attached) request.

Pursuant to San Fernando City Council Resolution No. 01-_____, the types of records listed in
the City's current records retention schedule are authorized for disposition as outlined in that
schedule upon the written consent of the City Clerk and the City Attorney and approval by the
City Council. The review by the City Clerk and the City Attorney must include the determination
that the records requested for destruction no longer have any administrative value, legal value,
evidential value, fiscal value, or research and historical value. The resolution also provides that
the destruction of any record shall be by disposal, recycling, shredding or other effective method
of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature
must be shredded, under the direct supervision of the City Clerk.

--

I have reviewed the list of records described in the attached request for destruction and have
found the listed records to be in compliance with the established retention requirements. I have
also determined that the subject records no longer have any administrative, legal, evidential, fiscal,
or research and historical value. I hereby consent to their destruction and to the department-
proposed method of destruction unless otherwise noted below.

City Clerk

Date

I have reviewed the list of records described in the attached request for destruction and have
found the listed records to be in compliance with the established retention requirements. I have
also determined that the subject records no longer have any administrative, legal, evidential, fiscal,
or research and historical value. I hereby consent to their destruction.

City Attorney

Date

SAMPLE FORM - EXHIBIT "C"**CERTIFICATE OF DESTRUCTION**

I hereby certify that the destruction of the records described in the attached list was approved by the San Fernando City Clerk on (date) _____ and by the City Attorney on (date) _____ pursuant to the authority provided by San Fernando City Council Resolution No. 01-____. The approved method of destruction for these records is _____.

City Clerk_____
Date

I hereby certify that, pursuant to the foregoing authority, the records described in the attached list as requested by the _____ Department were destroyed on (date) _____.

I further certify that the method of destruction used was _____ and that I, _____, as the Department Head or his/her designee, supervised the destruction of said records.

Signature_____
Title_____
Date

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.

E-AT "D"

ORIGINAL - TO CITY CLERK
COPY FOR FILE

DEPARTMENT

REQUEST FOR MICROFILMING

1. PAGE NO. ON RETENTION SCHEDULE	2. NAME OR TYPE OF FILE OR ITEM	3. APPROXIMATE QUANTITY	4. SIZE OF ITEMS TO BE FILMED	5. FORMAT ROLL FILM CHIE	6. DISPOSITION OF FILES RETURN DESTROY

ORIGINAL FILM WILL BE RETAINED BY CITY CLERK'S OFFICE FOR
ARCHIVAL STORAGE. ONE COPY WILL BE MADE FOR DEPARTMENT'S
USE. IF MORE THAN ONE COPY IS NEEDED, NOTE HERE.

RECORD COORDINATOR

DATE

CITY CLERK'S OFFICE

RECEIVED

DEPARTMENT HEAD

FILMING COMPLETED

ROLL NUMBERS

FORM D

SAMPLE FORM - EXHIBIT "E"**DESTRUCTION LIST FOR DUPLICATES
AND OTHER DOCUMENTS NOT REQUIRING
CITY COUNCIL RESOLUTION OR APPROVAL**

<u>Type of Item or Name of File or File Series</u>	<u>Inclusive Dates or Date of Last Item</u>
---	--

APPROVED: _____ Department Head	Date _____
_____ City Clerk	_____ Date
_____ City Attorney	_____ Date

CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

03/16/2020

CC Meeting Agenda

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Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION			Comments/Statutory Citation
		Office	Inactive	Microfilm	
CC	Agreements, Contracts & Leases	CL	2	Yes	Microfilm or permanent . (Duplicate copies of contract documents are in project files and bid files.) (CCP 337.15)
	Contract Documents				
	Performance Bonds/				
	Contract Bonds				
	Certificates of Insurance				
	Correspondence				
	Annexation Files	P	-	Yes	Microfilm or permanent . (GC34090)
	Secretary of State				
	Acceptance Certificate				
	Council Approval				
	Other Documentation				
	Appointments List	5	-	No	(GC34090)
	Assessment District Files	C	3	No	Duplicate series, official is in Finance. (GC34090)
	Bid Files - Successful Bidder	A+2	8	No	(Bid file may include duplicate copy of performance bond and certificate of insurance.) (GC34090; CCP 337.15)
	Request for Proposal				
	Invitation to Bid				
	Notice Inviting Bids				
	Proof of Publication				
	List of Bidders				
	Proposal / Bid				
	Letter Awarding Bid				
	Bid Files – Unsuccessful Bidders	2	3	No	(GC34090)
	Request for Proposal				
	Invitation to Bid				
	List of Bidders				
	Proposal / Bid				
	Letter of Notification				
	Bond Files	E+2	-	No	Duplicate series, official is in Finance. (GC34090)
	Budget Files (City)	2	-	No	Duplicate series, official is in Finance. (GC34090)
	City History Files	P	-	Yes	Microfilm or permanent (GC34090)
CC	News clippings Photographs				

Keys: A = Audit; AR = Annual Review; C = Current; CL = Closed; E = Expiration; P = Permanent; S = Superseded; T = Termination
APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Proclamations					
	City Newsletters	P	-	Yes	P	Permanent (GC34090)
	City Incorporation Documents	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Civil Service Commission Agendas – Sworn Originals	P	-	Yes	P	Microfilm or permanent (GC34090)
	Civil Service Commission Minutes & Resolutions					
	Claims	2	-	No	2	Duplicate series, official is in Risk Management. (GC34090)
	Correspondence	2	-	No	2	
	Council Agendas - Sworn Originals	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Council Meetings Notices	3	4	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Special Meetings					
	Adjourned Meetings					
	Council Minutes	P	-	Yes	P	Permanent (GC34090)
	Council Minutes, Resolutions & Ordinances Index	S	-	No	S	
	Council Ordinances	P	-	Yes	P	Permanent (GC34090)
	Council Resolutions	P	-	Yes	P	Permanent (GC34090)
	Deeds Index	S	-	No	S	Deeds are in Real Property files.
	Deeds Transaction Files	CL	2	Yes	P	Microfilm or permanent (GC34090a)
	Correspondence					
	Transmittals					
	Bills of Sale					
	Election Candidate Materials - Candidates Elected	T	7	Yes	P	Microfilm or permanent (GC34090; GC81009)
	Candidate Statement					
	Nomination Papers & Petitions					
	Campaign Statement (FPPC 400 Series)					
	Statement of Economic Interest (FPPC Form 721)					
	Oath of Office	2	5	No	7	(GC34090; GC81009)
	Election Candidate Materials -					

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APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Candidates Not Elected					
	Candidate Statement					
	Nomination Papers					
	Campaign Statement (FPPC 400 Series)					
	Statement of Economic Interest (FPPC Form 721)					
	Election Files	CL+1	4	No	CL+5	(GC81009)
	Legal Notices					
	Proof of Publication					
	Certified List of Candidates					
	Election Materials - Roster of Voters (Special Elections)	CL+1	4	No	CL+5	For consolidated elections, Los Angeles County Registrar is the Office of Record for this series. (EC17300)
	Election Materials - Special Elections	6 months	-	-	6 months	For consolidated elections, Los Angeles County Registrar is the Office of Record for this series. (California Constitution Art. XIII)
	Ballots					
	Envelope #4 (Tally Sheets, Copies of Index, Challenge List, Assisted Voters List)					
	Inspectors Receipts for Ballots					
	Precinct Officers					
	Appointment Forms					
	Absentee Applications					
	Absentee I.D. Envelopes					
	Code of Fair Campaign Practices					
	Election Petitions	8 months	-	-	8 months	(EC17200)
	Initiatives					
	Referendums					
	Charter Amendments					
	Recalls					
	Election - Precinct Maps	5	-	No	5	(GC34090)
	Environmental Impact Reports & Studies	25	P	Yes	P	Microfilm or permanent (GC34090)

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APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION			Comments/Statutory Citation
		Office	Inactive	Microfilm	Total
CC	Equipment Ownership Records	T+2	-	No	T+2 (GC34090)
	Pink Slips				
	Manuals				
	Fidelity Bonds - Designated	E+1	4	No	E+5 (GC34090)
	City Employees				
	Fidelity Bond - City				
	Treasurer				
	Fidelity Bond - City Clerk				
	Franchise Files	CL	2	Yes	P Microfilm or permanent (GC34090)
	Agreements				
	Correspondence				
	Reports				
	General Plan & Amendments	5	2	No	7 Duplicate Series. Official is in Planning. (GC34090)
	General Plan				
	General Plan Elements	2	5	No	7 Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Housing Authority Agendas -				
	Sworn Originals	P	-	Yes	P Microfilm or permanent (GC34090)
	Housing Authority Minutes	P	-	Yes	P Microfilm or permanent (GC34090)
	Housing Authority Resolutions	P	-	Yes	P Microfilm or permanent Excludes Certificate of Insurance for contractors working for the city. (See Agreements, Contracts & Leases.) Excludes Certificates of Insurance for permit-holders (kept by Building Dept.). (GC34090)
	Insurance Policies & Certificates				
	City-owned policies				
	Manuals, Policies, Procedures & Bulletins	S+5	-	No	S+5 (GC34090)
	Municipal Code & Amendments	P	-	Yes	P Microfilm or permanent (GC34090)
	Parking Authority Agendas -	2	5	No	7 Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Sworn Originals				
	Parking Authority Minutes	P	-	Yes	P Microfilm or permanent (GC34090)
	Parking Authority Resolutions	P	-	Yes	P Microfilm or permanent (GC34090)
	Planning Commission	2	5	No	7 Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Agendas - Sworn Originals				
	Planning Commission Minutes & Resolutions	5	-	No	5 Duplicate series, originals are in Planning. (GC34090)

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APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Project Files	CL+1	4	No	CL+5	(GC34090)
	Public Hearings Files	CL+1	6	No	CL+7	(GC34090)
	Notice					
	Proof of Publication					
	Transmittal Letter from					
	Department					
	Returned Certified Mail					
	Purchasing Records	2	-	No	2	Duplicate series, official is in Finance. (GC34090)
	Purchase Orders					
	Request for Payment					
	Requisitions					
	Real Property Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	Deeds					
	Easements					
	Liens					
	Condemnations					
	Title Insurance Records					
	Records Management	P	-	Yes	P	Microfilm or permanent (GC34090)
	Documents					
	Retention Schedules					
	Destroyed Records Lists					
	Stored Records Lists					
	Redevelopment Agency	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Agendas - Sworn Originals					
	Redevelopment Agency	P	-	Yes	P	Microfilm or permanent (GC34090)
	Minutes					
	Redevelopment Agency	P	-	Yes	P	Microfilm or permanent (GC34090)
	Resolutions					
	Software & Documentation	S	-	No	S	(Note: Nonrecord)
	Statement of Economic	5	P	Yes	P	Microfilm or permanent (GC81009)
	Interest - Designated City					
	Employees, Officeholders &					
	Appointees					

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APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	FPPC Form 730 - City Employees					
	FPPC Form 721 - Officeholders & Appointees					
	Studies & Reports	2	-	No	2	(GC34090)
	Subject & Correspondence Files	2	-	No	2	(GC34090)
	Uniform Codes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building Code					
	Mechanical Code					
	National Electrical Code					
	Plumbing Code					

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APPENDIX I

Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Block Grants					
Plan	Grants - CDBG Program Administration Files	C	4	No	C+4	7 CFR 3016.42
	Grants - CDBG Project Administration Files	C	4	No	C+4	7 CFR 3016.42
	Grants - Grant Administration & Implementation Files	C	4	No	C+4	7 CFR 3016.42
	Building & Safety					
B & S	Building & Safety - Address Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building & Safety - Building Numbering Maps	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building & Safety - Counter Manual:	S	-	No	S	(GC34090)
	Fee Schedules					
	Procedures & Instructions					
	Building & Safety - Disaster Response Program Files	S	2	No	S+2	(GC34090)
	Disaster Response Plan					
	Resources/Contacts Lists					
	Building & Safety - Earthquake Records - Inspections/Address Log	C	5	No	C + 5	(GC 34090)

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
B & S	Building & Safety - Plan Review Files:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Building Permits					
	Plumbing Permits					
	Electrical Permits					
	Heating/Ventilation/A.C. Permits					
	Sign permits					
	Inspections Record Sheets					
	Drawings					
	Certificates of Occupancy					
	Substandard Housing Abatement					
	Correspondence & Backup Data					
	Building & Safety - Plans & Drawings (Commercial Structures)	T	-	-	T	
	Building & Safety - Plans & Drawings (Residential)	T	-	-	T	
	Building & Safety - Sewer Maps & Indexes	P	-	Yes	P	
	Disaster Incidents Files:	A	5	No	A+5	Note: This record is for files documentary disaster incidents damages and claims for reimbursement from agencies such as FEMA an DES (GC 34090) Microfilm or permanent (GC 34090) Microfilm or permanent (GC 34090)
	Damage Reports/Assessments & Supporting Data					
	Engineering - Grading Bonds & Releases	P	-	Yes	P	
	Engineering - Grading Permits	P	-	Yes	P	

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APPENDIX I

Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Code Enforcement					
B & S	Code Enforcement – Case Files	C	3		C+3	(PC 801)
	Planning					
Plan	Administrative Permits, e.g., Modifications, Outdoor dining Appeals:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Decisions	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Directors Decisions					
	Business Registration	E	4	No	E+4	(B&P 17927)
	Case Logs (Project Logs)	P	-	Yes	P	Microfilm or permanent (GC 34090)
	CEQA Legal Notices:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Notices of Exemption					
	Notices of Completion					
	Notices of Preparation					
	Notices of Determination					
	Development Review:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Agendas					
	Declaration of Postings					
	Minutes					
	Correspondence					
	Economic Development	P	-	Yes	P	Microfilm or permanent (GC 34090)
	General Plan Records:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Environmental documents					
	Correspondence & Supporting Data					
	Land Divisions	P	-	Yes	P	Microfilm or permanent (GC 34090)

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Plan	Lot Line Adjustments	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Minor Development Permits:	C	5	No	C+5	(GC 34090)
	Parcel Maps	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Agendas:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Original Agendas;					
	Declarations of Posting					
	Planning Commission Meetings - Audio Tapes	1	-	No	1	(GC 34090.7)
	Planning Commission Minutes	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Notices	5	-	No	5	(GC 34090)
	Planning Commission Packets	5	-	No	5	(GC 34090)
	Planning Commission Reference Collection:	4	-	No	4	(GC 34090)
	Reports & Studies from Outside Sources;					
	Planning Texts (Guides, Procedures, Reference);					
	Planning Publications/Periodicals;					
	Legislation					
	Planning Commission Resolutions	P	-	Yes	P	Microfilm or permanent (GC 34090)

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APPENDIX I

Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Plan	Planning - Project Files (Unclassified Use Permits); Environmental Documents Correspondence Applications & Supporting Data	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning - Public Information Materials (Front Counter); Zoning Standards Applications & Checklists Procedures & Guidelines Consultants Lists Fees Schedules Maps, Plans & Drawings (Public Viewing Copies)	AR	2	No	AR + 2	(GC 34090.7)
	Sign Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Site Plan Review	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Specific Projects	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Temporary Use Permits	C	3	No	C+3	(GC 34090)
	Tract Maps	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Unclassified Use Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Variances	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Zoning Changes/General Plan Amendments	P	-	Yes	P	Microfilm or permanent (GC 34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION			Comments/Statutory Citation
		Office	Inactive	Microfilm	Total
	Accounting/Administrative				
Fin	Annual Reports	2	P	Yes	P
	Audit Proposals - Successful with Related Documents	C	P	Yes	P
	Audit Proposals - Unsuccessful/Rejected with Related Documents	2	-	No	3
	Annual Audit Reports	2	P	Yes	P
	Audit Reports, Grants	2	P	Yes	P
	Cash Statements	2	5	No	7
	Chart of Accounts	2	P	Yes	P
	Check Registers	2	3	No	5
	Correspondence	2	1	No	3
	Fiscal Analysis	2	5	No	7
	Fixed Assets Inventories	5	-	No	5
	Fund Advances	2	5	No	7
	Fund Transfers	2	5	No	7
	General Ledgers, Trial Bal, Rev and Exp	2	8	No	A+10
	Grant Audit Reports	2	P	Yes	P
	Grant Financial Records	2	5	No	CL+7
	Grants, Successful, w/Related Documents	2	5	No	CL+7
	Grants, Unsuccessful	2	1	No	3
	Journal Entries/Vouchers	3	7	No	A+10
	Petty Cash Vouchers	2	5	No	7
	Policies & Procedures, Finance Dept.	S	-	Yes	S+10
Treas Fin					Microfilm or Permanent, includes State Controller, Street Annual Gas Tax (GC34090) Microfilm or permanent; file successful bids with contract in City Clerk's office (CCP 337) (GC34090) Microfilm or permanent (GC34090) Microfilm or permanent (GC34090) (GC34090) Microfilm or permanent (GC34090) (GC34090, CCP 337) (GC34090) (GC34090) (GC34090) (GC34090) (GC34090) (GC34090; CCP 337) Microfilm or permanent (GC34090) (GC34090; 7CFR 3016.42) (GC34090; CFR 3016.42) (GC34090) (GC34090; CCP 337) (GC34090) (GC34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Fin	Refundable Deposits	2	5	No	7	(GC34090)
	Regulations & Policy, City	C	2	No	C+2	(GC34090)
	Reports & Studies (Special City)	C	P	Yes	P	Microfilm or permanent for research/historic value (GC34090)
Treas	Reports, Accounting	2	5	No	A+7	(GC34090)
	Reports, Treasurer's	2	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Warrant Registers, A/P	P	-	Yes	P	Microfilm or permanent (GC34090)
Fin	Worksheets & Back-up data	2	-	No	2	(GC34090)
	Accounts Payable & Purchasing					
Fin	1099 Forms	2	3	No	5	(GC34090)
	Accounts Payable	A+2	3	No	A+5	(GC34090)
	Bid Notices/Affidavits of Publication	C	P	Yes	P	Microfilm or permanent (GC34090)
	Bids for Equipment/ Supplies Cancelled	2	1	No	3	(GC34090)
	Successful with Related Documents	A	5	No	A+5	(File successful bids with contracts in City Clerk's office (GC34090; CCP 337)
	Unsuccessful/Rejected with Related Documents	2	1	No	3	(GC34090)
	Bids for Services					
	Equipment Disposition; Auction Lists, Reports, Bills of Sale	A	4	No	A +4	Audit +4 years after disposition of equipment (GC34090)
	Equipment Purchase Agreements	C		No	C+10	Current + 10 years after disposition of equipment (original contract with City Clerk) (GC34090; CCP 337.15)
	Purchase Requisitions	A+2	3	No	A+5	If grant-related, 3 years after disposal or per specific grant requirements; may wish to keep equipment P.O.'s until disposal of equipment (GC34090; CCP 337)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Assessment District Financial Records					
Fin	Assessment District – Financial Records (Assessed Valuations Correspondence)	C	P	Yes	P	Microfilm or permanent (GC34090)
	Assessment Proceedings	C	3	No	C + 3	(GC34090)
	Financing Programs – Reference	C	3	No	C + 3	(GC34090)
	Banking					
Fin	Agreements, Banking (Copy)	T	3	No	T+3	(GC34090)
Treas	Armored Transport Receipts	2	-	No	2	(GC34090)
	Checks & Credit Card Slips, Returned	2	3	No	5	(GC34090)
	Checks, Cancelled, General	2	3	No	5	Includes Payroll & Housing (GC34090)
	Checks, Stale-Dated,	2	1	No	3	(GC34090)
	Checks Unused					
Fin	Debit/Credit Memos	2	3	No	5	(GC34090)
	Deposit Corrections	2	3	No	5	(GC34090)
Treas	Deposit Slips/Receipts	2	3	No	5	(GC34090)
Fin	Reports, Banking	2	3	No	5	(GC34090)
Treas	Signature Authorization Cards, Faxes	A	5	No	A+5	(GC34090)
	Statements & Reconciliations	2	3	No	5	(GC34090; 26 CFR 31.6001-1)
Fin	Stop Payments	2	3	No	5	(GC34090; 26 CFR 31.6001-1)
	Warrants (Paid) (A/P)	A+2	3	No	A+5	(GC34090)
	Wire Transfers	2	3	No	5	(GC34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Bond Issues/Debt Service					
Fin	Bond Authorization & Related Public Hearing Records, Investor Lists, Prospectus, Accepted Proposals, Certificates, Notices, Correspondence	CL	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Bond Bids/Proposals, Rejected	2	1	No	3	(GC34090)
	Bond Registers	C	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Bonds & Coupons, Paid/Canceled (Revenue Bonds)	CL	3	No	CL +3	(GC34090; GC53921)
	Budgeting					
Fin	Budget, Annual City	2	P	Yes	P	Microfilm or permanent (GC34090)
	Budget, Capital Improvements	2	-	Yes	P	Microfilm or permanent (GC34090)
	Budget, Departmental	2	1	No	3	(GC34090)
	Budget Manual & Calendar	2	1	No	3	(GC34090)
	Budget Requests, Departmental	2	1	No	3	(GC34090)
	Budget Requests, External	2	1	No	3	(GC34090)
	Budget, Revenue Sharing	2	P	Yes	P	Microfilm or permanent (GC34090)
	Revenue Estimates	2	3	No	5	(GC34090)
	Funding/Grants					
Fin	HIDTA	CL	7	No	CL+7	(GC34090)
	OCJP	CL	7	No	CL+7	(GC34090)
	Prop A	CL	7	No	CL+7	(GC34090)
	Prop C	CL	7	No	CL+7	(GC34090)
	State Gas Tax	CL	7	No	CL+7	(GC34090)
	Investments					
Fin	Certificates of Deposit Investment Portfolio; Statements & Related documents	2	3	No	5	(GC34090)
		C	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5; GC53607)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Payroll					
Fin	Deductions/Authorizations	T	4	No	T +4	Including leave slip, W-2 forms (GC34090; 29 CFR 516.2)
	Employee Salary Verifications	3	-	No	3	(GC34090)
	Individual Employee Payroll	T	P	Yes	P	Microfilm or permanent (GC34090)
	Payroll Master	S	P	Yes	P	Microfilm or permanent (GC34090)
	Payroll Registers	T	P	Yes	P	Microfilm or permanent (GC34090, GC37207)
	Payroll Reports	T	4	No	T +4	(26 CFR 31.6001-1)
	Retirement Reports (PERS, PARS)	T	P	Yes	P	Microfilm or permanent (GC34090)
	Tax Records	2	4	No	6	(29 USC 436)
	Time Cards/Sheets	1	4	No	5	(29 CFR 516.2-516.6)
	Travel/Mileage Expenses	2	3	No	5	(GC34090)
	Vacation/Sick Leave Reports	T	4	No	T+4	(29 CFR 516.2-516.6)
	W-2 Forms/Reports	2	4	No	6	(29 CFR 516.2-516.6)
	Pension & Retirement Funds Report					
Fin	Deferred Compensation Reports	C	P	Yes	P	Microfilm or permanent (GC34090)
	Retirement Plan Agreements (including PERS, PARS), Amendments, Related Records	C	P	Yes	P	Microfilm or permanent; file original contracts with City Clerk (GC34090)
	Retirement Plan Reports	C	P	Yes	P	Microfilm or permanent (GC34090)
	Revenues & Taxation					
Treas	Accounts Receivable	2	3	No	A +5	(GC34090)
	Alarm Permits	T	3	No	T+3	(GC34090)
Fin	Business License Applications	T	4	No	T+4	(GC34090; CCP 337)
	Business License - Revocations	T	4	No	T+4	(GC34090; CCP 337)
	Business Licenses/Renewals	T	4	No	T+4	(GC34090; CCP 337)
	Census Records	P	-	Yes	P	Microfilm or permanent (GC34090)
	Excise Tax	2	3	No	5	(GC34090)
	False Alarms	C	3	No	C+3	Retain in department while current (GC34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Fin	Fee Schedules	S	P	Yes	P	Microfilm or permanent (City Clerk should append to Resolution of adoption) (GC34090)
	Fee Studies	C	P	Yes	P	Microfilm or permanent (GC34090)
	Fee Waiver Requests	T	3	No	T+3	(GC34090)
	Funding Applications (Includes State & Local Sources)	2	3	No	A +5	(GC34090)
	Property Tax	2	3	No	5	(GC34090)
Treas Fin	Revenue Receipts/Reports	2	3	No	A+5	(GC34090)
	Sales and Use Tax	2	3	No	5	(GC34090)
	T.O.T.	2	3	No	5	(GC34090)
Treas	Treasurer Bank Statements	A+2	-	No	A+2	(FC3368, FC30210; GC43900, et seq.)
	U.U.T.	2	3	No	5	(GC34090)

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Office of Record	Records Description LEGAL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Legal	Amicus Curiae and Misc	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Appeals, Civil	C+1	3	No	C+4	(CCP 583.320(a)(3); GC34090)
	Bankruptcy	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Case Log and/or Index	P	-	Yes	P	Microfilm or permanent (GC34090)
	Correspondence	2	-	No	2	(GC34090)
	Litigation – Anti-Trust	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Case Listing	P	-	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Civil – Non Tort	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Civil Tort	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Criminal	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – General	C+1	3	No	C+4	(GC34090)
	Litigation – High Profile	P	-	Yes	P	Microfilm or permanent (GC34090)
	Prosecutions	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Subpoenas	C+1	3	No	C+4	(GC34090)

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Office of Record	Records Description PERSONNEL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pers	Employee Benefits Administration Records: Plan Documents; Enrollment Forms; Correspondence and Backup Data	P	-	Yes	P	Microfilm or permanent (29 USC 1113)
	Employee Rights (Non-Sworn Employees): Arbitration, Grievances, Union Requests, Complaints, Disciplinary Actions	T	2	No	T+2	(GC12946, 29 USC 211, 203, 207)
	Hourly Employees	T	6		T+6	(GC 12946; 29 CFR 1627.3)
	Negotiation	P	-	Yes	P	Microfilm or permanent (29 USC 211, 203, 207)
	PERS, Social Security, SSI	P	-	Yes	P	Microfilm or permanent (29 CFR 1627.3; GC12946, GC34090)
	Personnel – Employee Handbook	P	-	Yes	P	Microfilm or permanent (GC34090)
	Personnel – Employee Incentive Award Program Files: Suggestion Forms; Correspondence and Backup Data	2	-	No	2	(GC34090)
	Personnel Files: Former Employees Receiving Retirement and DOC Benefits	P	-	Yes	P	Microfilm or permanent (GC34090)
	Personnel Files: (Safety and Non-Safety) Resumes; Applications; Personnel Action Forms; Performance Evaluations; Correspondence; Direct Deposit Authorizations	T	6	No	T+6	(29 USC 1113, GC12946)
	Recruitment Files: Job Position Announcements; Applicant Responses & Resumes; Correspondence and Backup	C	3	No	C+3	(29 CFR 1627.3)

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Office of Record	Records Description PERSONNEL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pers	Resumes (Unsolicited)	2	-	No	2	(GC34090)
	Rules & Regulations	P	-	Yes	P	Microfilm or permanent (GC34090)
	Risk Management					
Pers	Accident Reports/Incident Reports	5	-	No	5	(GC34090)
	Claim Files (against the City or City Personnel); Claim Letters, Forms, Correspondence, Court Transcripts, Backup Data	C	5	No	C+5	(GC34090, PC832.5)
	Claims Loss Runs (Fiscal Year End)	5	-	No	5	(GC34090, PC832.5)
	Claims Loss Runs (Monthly)	2	-	No	2	(GC34090)
	SCJPIA Certificates of Liability: Certificates and Backup Data	P	-	Yes	P	Microfilm or permanent (GC34090)
	Workers' Compensation Insurance Administration Records: Loss Analyses; Statements; Correspondence and Backup Data	5	-	No	5	(GC34090)
	Workers' Compensation Insurance Policies	P	-	Yes	P	Microfilm or permanent (GC34090)

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Office of Record	Records Description POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Alarm Records	2	-	No	2	(GC34090)
	Arrest Records					
	Drunk (Not Prosecuted)	2	-	No	2	(GC34090)
	Registers	5	-	No	5	(GC34090)
	Rejected by D.A.	4	-	No	4	(GC34090)
	Traffic Warrants	2	-	No	2	(GC34090)
	(for Local or Foreign Agency)					
	Auction Receipts and Records	2	-	No	2	(GC34090)
	Audio Recordings of Telephone and Radio Communications (Dispatch)*	100 days	-	No	100 days	100 days; (GC34090.6)
	Bail Receipts	2	-	No	2	(GC34090)
	Bicycle Licenses	3	-	No	3	(GC34090)
	Case Files					
	Homicide - Investigator's File	P	-	Yes	P	Microfilm or permanent (PC799)
	Narcotics (no arrest cases)	CL	2	No	CL+2	(GC34090)
	Officer Involved Shootings	CL	25	No	CL+25	(GC34090)
	Child Abuse Reports - Felony Citations	10	-	No	10	(Department of Justice Regulates)
	Animal Control	2	-	No	2	(Department of Justice Regulates)
	Marijuana	2	-	No	2	(GC34090)
	Parking	2	-	No	2	(H&S 11361.5)
	Traffic	2	-	No	2	(GC34090)
	Concealed Weapons Permits	3	-	No	3	(GC34090)

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Office of Record	Records Description POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Correspondence	2	-	No	2	(GC34090)
	Court Records					
	Daily Schedule (Duplicates)	C	1	No	C+1	(GC34090.7)
	Sign-in Logs	C	2	No	C+2	(GC34090)
	Tracking System Records	C	2	No	C+2	(GC34090)
	Crime Reports**	3	-	No	3	(Department of Justice Regulates)
	Criminal Arrest Files***	10	-	No	10	(Department of Justice Regulates)
	Daily Activity Records and Logs (i.e., NOT reports)	3	-	No	3	(GC34090)
	Daily Reports**	3	-	No	3	(Department of Justice Regulates)
	Deceased Criminal Arrest Files	10	-	No	10	(Department of Justice Regulates)
	Employment Applications	5	-	No	5	EEOC Complaint can be filed within 49 mos.; (GC12946)
	Background					
	Investigation	5	-	No	5	EEOC Complaint can be filed within 49 mos.; (GC12946)
	Unprocessed					
	"Factual Innocence" (Sealed Records)		-	No		Destroy 3 years from sealing (PC851.8)
	Felony Crime Reports: Capital Crimes, Crimes Punishable by Death, Life Imprisonment	P	-	Yes	P	Microfilm or permanent (PC799)
	Fingerprint					
	Applicants' Files	T	2	-	T + 2	(GC34090)
	Inked/Palm Cards	C	20	-	C + 20	Persons booked into detention facility; copies distributed to County, State and Federal agencies
	Immigration Letters	2	-	No	2	1-9's
	Incident Reports**	3	-	No	3	(Department of Justice Regulates)

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Office of Record	Records Description POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Index Cards					
	Field Interview	5	-	No	5	(GC34090)
	Police Dispatch	2	-	No	2	(GC34090)
	Jail					
	Inspections	2	-	No	2	(GC34090)
	Register (Daily	10	-	No	10	(Department of Justice Regulates)
	Record of Persons Booked)					
	Juvenile Arrest Files, Reports		-	No		Upon Notification from Juvenile Court Judge
	Juvenile - Sealed Records	5	-	No	5	Destroy 5 years from sealing; Welfare & Institutions Code 781(d)
	Licenses and Permits - Records	3	-	No	3	(GC34090)
	of Expired Licenses and Permits					
	Lost and Found Records	5	-	No	5	(GC34090)
	Miscellaneous Reports	2	-	No	2	(GC34090)
	Misdemeanor/Infractions Reports**	3	-	No	3	(Department of Justice Regulates)
	Money Transmittals	2	-	No	2	(GC34090)
	Non-Criminal Occurrences	C	2	No	C + 2	(GC34090)
	Officer Involved Shootings	CL	25	No	CL + 25	(GC34090)
	Parades & Special Events	CL	2	No	CL + 2	(GC34090)
	Pawnbrokers, Secondhand Dealers (Duplicates, i.e., Pink Copies)	C	2	No	C + 2	Originals to licensee; (blue) copies to DOJ; (pink) copies retained by City. Renewals issued annually; (GC34090)
	Permits					
	Alcoholic Beverage Control License	2	-	No	2	(GC34090)

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		Office	Inactive	Microfilm	Total	
Pol	Personnel Files	5	-	No	5	(PC832.5)
	Internal Affairs					
	Investigations					
	(including Citizen's					
	Complaints and					
	Pitchess Motions)					
	Terminated Employees	5	-	No	5	EEOC Complaint can be filed within 49 months; (GC12946)
	Photo Negatives (Inmates)	C	20	No	C + 20	By prisoner number
	Press Releases	C	2	No	C + 2	(GC34090)
	Property Control Files	C	2	No	C + 2	(GC34090)
	Rap Sheets	CL	2	No	CL + 2	(GC34090)
	Reports – Duplicates	6 mos.	-	No	6 mos.	(GC34090.7)
	Restraining Orders, Emergency	C	-	No	C	Destroy after law enforcement actions and effective date of restraining order has expired
	Protective Orders, Temporary					
	Restraining Orders, Legal					
	Stipulations, Orders After					
	Hearing (Duplicates)					
	Schedules					
	Daily	C	2	-	C + 2	(GC34090)
	Watch Assignments/	C	2	-	C + 2	(GC34090)
	Timekeeping Records					
	Statistical (Crime Analysis)	P	-	Yes	P	Microfilm or permanent (GC34090)
	Statistical (UCR), Uniform	P	-	Yes	P	Originals sent to FBI, DOJ; Microfilm or permanent (GC34090)
	Crime Reports Mandatory to					
	DOJ (LEIC)					
	Subpoenas	C	2	No	C + 2	(GC34090)
	Swap Meet Merchant Control	2	-	No	2	(GC34090)
	Sheets					
	Traffic Collisions					
	Non Injury	3	-	No	3	(GC34090)
	One or More Injuries	5	-	No	5	(GC34090)

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Office of Record	Records Description POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Training Bulletins Event Files Vehicles Impounded/Stored/ Repossessed/ Recovered Stolen Video Surveillance/Security (Jail) Warrant Recall Sheets		P	-	Yes	P	Microfilm or permanent (GC34090)
		C	2	No	C + 2	
		3	-	No	3	
		5		No	5	
		13 mos.	-	No	13 mos.	
		2	-	No	2	

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Office of Record	Records Description POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Warrants Felony	Recall after 10 yrs.; Exception: Murder/ Escape	-	No	Recall after 10 yrs.; Exception: Murder/ Escape	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Misdemeanor Criminal	Recall after 5 yrs;	-	No	Recall after 5 yrs;	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Parking	Recall after 1 yr.	-	No	Recall after 1 yr.	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Traffic	Recall after 5 yrs.	-	No	Recall after 5 yrs.	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Traffic Collision Fatalities	P	-	Yes	P	Microfilm or permanent (Recommended by the California Law Enforcement Warrant Officer's Association)

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* In event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved.

** "Crime Reports," "Daily Reports," "Incident Reports," and "Misdemeanor Reports" refer to daily blotters, incident summaries or investigative reports that do not involve felonies. The reports can be destroyed after three years, provided that a copy of said report has been placed with the case file. The case files should be destroyed according to guidelines set forth for individual case files.

*** You can legally retain the records for two years; however, you should notify the Department of Justice that you are purging source documents before you destroy them.

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination
APPENDIX I

Office of Record	Records Description PUBLIC WORKS	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
PW	Capital Improvement Projects (CIP) Plans & Drawings: Final, As-Built Plans & Drawings	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Federal Highway Administration Funding (FHWA) Administrative Files: Applications/Funding Requests & Supporting Data	C	3	No	C+3	(49 CFR 18.42)
	Budgeting Analyses					
	Correspondence w/ Local Administrative Agencies (Including CALTRANS)					
	Studies & Reports					
	Supporting Data					
	Grants/Funding Files	C	10	No	C + 10	(7 CFR 3016.42)
	Intersections/Streets/Signals	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Maps - Final, Recorded Maps, Including:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Subdivision Maps					
	Parcel Maps					
	Assessment Districts					
	Record Of Survey					
	Improvement Plans					
	Tract Maps					
	Construction (Final, As-Constructed Only)					
	Utilities - Storm Drain					
	NPDES - Program Files	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Operations & Maintenance	2	-	No	2	(GC 34090)
	Projects Files:					
	Service Requests					
	Correspondence & Supporting Data					

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Office of Record	Records Description PUBLIC WORKS	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
PW	Public Works - Performance Bonds/Labor & Materials Bonds	C	2	No	C+2	(GC 34090)
Eng	Engineering					
	Capital Improvement Project (CIP) Files	C	10	No	C+10	(CCP 337.15)
	Capital Improvement Projects (CIP) Right-of-Way Documentation:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Deeds					
	Quitclaims					
	Easements					
	Consultants/Suppliers/Vendors Information	AR	-	No	AR	(GC 34090)
	Disaster Incidents Files	A	5	No	A+5	(GC 34090)
	Encroachment Permits Log	S	-	No	5	(GC 34090)
	Grading Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Land Development Projects Files	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Organizations Files	2	-	No	2	(GC 34090)
	Permits:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Encroachment Permits					
	Excavation Permits					
	Policies & Procedures for Engineering Operations	S	10	No	S + 10	(GC 34090)

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Office of Record	Records Description RECREATION AND COMMUNITY SERVICES	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Rec	Brochures Advertisers Files	2	-	No	2	(GC 34090)
	Brochures Artwork	C	2	No	C+2	(GC 34090)
	Facilities Reservation Forms	2	-	No	2	(GC 34090)
	History Files:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Publicity Binders					
	Photos Binders					
	Department Publications					
	History Files:	2	-	No	2	(GC 34090)
	Flyers					
	Brochures					
	Press Releases					
	Park Master Plans Files:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Environmental Documents					
	Correspondence & Supporting Data					
	Parks/Facilities Construction Projects	C	10	No	C+10	(GC 337.15)
	Personnel - Instructor Contracts	E	2	No	E+2	(GC 34090)
	Program Evaluations	2	-	No	2	(GC 34090)
	Program Proposals Files	2	-	No	2	(GC 34090)
	Program Registrations/Waivers of Liability	5	-	No	5	(GC 34090)
	Programs Files (City-Participation)	C	4	No	C+4	(GC 34090)
	Programs Files (City-Sponsored):	C	5	No	C+5	(GC 34090)

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Office of Record	Records Description RECREATION AND COMMUNITY SERVICES	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Rec	Recreation Registration Database Records:	2	-	No	2	(GC 34090)
	Registrant Data (Active) Program Data (Active) Program Data(Inactive/Historical) Special Events Files: Requests Maps, Plans & Drawings Correspondence & Supporting Data Permits/Applications	C	5	No	C+5	(GC 34090)

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APPENDIX I

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Martin Pastucha, Interim Director of Public Works

Date: March 16, 2020

Subject: Consideration to Approve a Four-Month Contract Extension with Athens Services for Street Sweeping Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a four-month contract extension (March 1, 2020 to June 30, 2020) with Athens Services (Attachment "A" - Contract No. 1776) for continued scheduled street sweeping services with no increase in price;
- b. Approve the Second Amendment (Attachment "B" – Contract No. 1776(b)) to the Athens Services Street Sweeping Contract; and
- c. Authorize the City Manager to execute the Amendment.

BACKGROUND:

1. On January 20, 2015, the City Council approved a three-year contract, with an option to renew for two additional years, with Athens Services to provide street sweeping services.
2. On August 29, 2018, the City determined Athens Services was providing services in compliance with the contract and executed the first optional one-year extension.
3. On March 13, 2019, the City determined Athens Services was providing services in compliance with the contract and executed the second optional one-year extension.
4. On January 28, 2020, City staff contacted Athens Services to request a four-month extension, at the current contract terms and price, while the City conducted the Request for Proposal (RFP) process for a new street sweeping services contract.
5. On February 28, 2020, the second of the two options to renew contract expired.

Consideration to Approve a Four Month Contract Extension with Athens Services for Street Sweeping ServicesPage 2 of 3

6. On March 3, 2020, City staff posted an RFP for street sweeping services on the City's website.
7. On March 4, 2020, Athens Services submitted a letter (Attachment "C") to the City stating their willingness to continue to provide street sweeping services for four additional months at no increase in cost.

ANALYSIS:

The City of San Fernando provides street sweeping services through a contract services agreement for approximately 120 curb miles and public rights-of-way, including:

- Residential streets, which account for approximately 105 curb-miles and are swept once per week;
- Commercial streets, which account for approximately 4.6 curb-miles and are swept once per week; and
- Alleys, parking lots, and other City-owned rights-of-way, which are swept at varying frequencies.

Street sweeping is performed Monday through Friday each week. Street sweeping hours are 6:00 a.m. to 2:00 p.m. in residential areas and 2:00 a.m. to 6:00 a.m. on major arterials and commercial areas.

The most recent street sweeping contract, which expired on February 28, 2020, was in place for a total of five years. Per the City's purchasing policy, prior to entering into a new contract for street sweeping services, staff must follow a "formal" contract procedure due to the estimated value of providing street sweeping services being over \$25,000.

Staff began drafting the RFP in January 2020 with a focus on improving service. In addition to the base services that were required under the terms of the prior contract, the RFP includes specifications that require greater accountability, reliability, and quality control. We have specified that no equipment be older than 3 years, and requested an option for increased frequency of sweeping for alleys and parking lots from bi-weekly to weekly.

RFP submissions are due by 2:00pm on Friday, March 27, 2020. The RFP may be viewed and downloaded from the City's website: www.sfcity.org/rfps-rfq-s-nibs-nois/

Staff has determined it will take four months to complete the formal contract procedure based on the following timeline:

Consideration to Approve a Four Month Contract Extension with Athens Services for Street Sweeping Services

Page 3 of 3

STREET SWEEPING SERVICES PROCUREMENT TIMELINE	
Publishing of RFP	March 3, 2020
Mandatory Pre-Bid Meeting:	March 17, 2020
Proposals due to the City	March 27, 2020
City Council Contract Award	April 20, 2020
Start of Services	July 1, 2020

To ensure there is no interruption in street sweeping services during the stated four-month time period, Athens Services has agreed to continue to provide services on a month-to-month basis until a new street sweeping services contract is in place. In addition, during the four months of extended service, all “terms and conditions” stated within their previous contract will remain consistent as will the rate of compensation.

BUDGET IMPACT:

Athens Services will continue to provide street sweeping services until June 30, 2020 for a total of four months. Over this four-month period, Athens Services will be compensated in accordance with the current contract, which is \$14,913 per month (four-month total of \$59,652). For the Fiscal Year 2019-2020 approved budget, funds were allocated within two divisions to cover the cost of street sweeping services. The two funds are 001-343 (Street Cleaning) and 011 (State Gas Tax). Sufficient funds are available in both divisions to cover the costs for street sweeping services through the end of the fiscal year.

CONCLUSION:

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

ATTACHMENTS:

- A. Contract No. 1776
- B. Contract No. 1776(b)
- C. Athens Extension Letter



CONTRACT NO. 1776

2015
PROFESSIONAL SERVICES AGREEMENT

THIS 2015 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 1st day of March 2015 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Athens Services (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" shall refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

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

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any specially trained and experienced firm or corporation for special services and advice on financial, economic, accounting, engineering, legal or administrative matters; and

WHEREAS, CITY's in-house personnel are not able to provide the types of specialized consulting services required under this engagement; and

WHEREAS, CITY require the performance of street sweeping services in connection with the identified scope of services; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of January 20, 2015 under Agenda Item 7; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

I.
SCOPE AND PROSECUTION OF WORK; COMPENSATION

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 that certain proposal entitled "Request for Proposal: Street Sweeping Services" and dated as of December 23, 2014 which is attached and incorporated hereto **Exhibit "A"** (hereinafter 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." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONSULTANT nor anyone acting on

CONSULTANT's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 TERM:

- A. This Agreement shall have a term of Three (3) Years commencing on March 1, 2015 to February 28, 2018 (hereinafter, the "Initial Term").
- B. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of Two, One-Year options to renew at the sole and absolute discretion of CITY MANAGER, provided CITY MANAGER issues written notice of its intent to so extend the Agreement prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided herein.
- C. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. CONSULTANT shall perform and complete all of the services and tasks set forth under the Scope of Work at the rate of compensation proposed in compensation schedule set forth under page 19 of the Request for Proposals- Street Sweeping Services under the heading "Alternate Service Level" (hereinafter, the "Compensation Schedule"). CONSULTANT shall also receive reimbursement for those pass-through costs and expenses specifically identified in the Compensation Schedule as being reimbursable pass-through costs, except that any such costs which are anticipated to be in excess of \$500.00 shall require the prior written approval of the Public Works Director or designee before they are incurred. For purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to as "Reimbursable Costs". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONSULTANT's monthly invoice or statement. CITY shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.
- B. Subsection (A) of this Section notwithstanding, in no event may CONSULTANT's total compensation for the performance and completion of the Work exceed the aggregate sum of ONE HUNDRED SEVENTY FOUR THOUSAND – FIVE HUNDRED NINETY ONE DOLLARS & FIFTY SIX CENTS (\$174,591.56) during each year of Initial Term of the Agreement or during any single extension term ("Contract Price").
- C. In so far as CONSULTANT seeks reimbursement for costs and expenses other than those that qualify as Reimbursable Expenses, such costs or expenses shall be deducted against the Contract Price.

1.4 PAYMENT OF COMPENSATION:

- A. CITY shall compensate CONSULTANT on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONSULTANT and its various employees during the recently concluded month.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45)

calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONSULTANT's monthly invoice.

- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, CITY may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.
- B. Payments for any Extra Work shall be made to CONSULTANT on a time-and-materials basis using CONSULTANT's standard fee schedule.

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

1.7 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 Dale Warren, Public Works Supervisor (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. 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'S REPRESENTATIVE: CONSULTANT hereby designates Thor Schmidt, General Manager to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the 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 (including but not limited to CONSULTANT's subcontractors and subconsultants) 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 CONSULTANT's 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.

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 absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

- 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: 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 others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or 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 EMPLOYEE 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 re-assigned to perform any of the work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.
- 2.9 SAFETY: CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.10. 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.
- 2.11. INDEPENDENT CONTRACTOR: 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 supervision of its employees, agents, contractors, subcontractors and subconsultants and for the negligent acts and/or omissions of

the same. 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: As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.
- 3.2 REQUIRED COVERAGES: CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- 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 equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - 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: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
 - D. Professional Liability 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 claim and shall be endorsed to include contractual liability.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed 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.

- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 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.
- 3.7 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 the CITY's financial well-being. 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 as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.
- 3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to comply with the insurance requirements set forth under this Article.
- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 3.10 NO LIMITATION ON LIABILITY: CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth under Article V of this Agreement.

IV. INDEMNIFICATION

4.1 The Parties agree that City and City's engineer, 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, 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 the City as set forth herein.

4.2 To the fullest extent permitted by law, the Consultant shall (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

4.4 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.5 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 engineer, elected and appointed officials, officers, employees, agents and volunteers.

4.6 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 engineer, 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.

4.7 The City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.8 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 written notice to CONSULTANT at least five (5) calendar days prior to the effective date of such termination for convenience. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. 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 7.1 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 other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

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, studies, 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 on paper, digitally, magnetically and/or electronically. 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 ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. 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 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:

Athens Services
14048 Valley Blvd.
P.O. Box 60009
City of Industry, CA 91716
Attn: Thor Schmidt
General Manager
Tel: (626) 336-3636
Fax: (626) 513-0988

CITY:

City of San Fernando
Department of Public Works
Attn: Dale Warren
117 Macneil Street
San Fernando, CA 91340
dwarren@sfcity.org
Tel: (818) 898-1293
Fax: (818) 898-3221

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax confirmation slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours

after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.4 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 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.
- 6.6 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other consultants in connection with the various projects worked upon by CONSULTANT.
- 6.7 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.
- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.10 GOVERNING LAW; 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 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. 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.

[SIGNATURE PAGE TO FOLLOW]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY:

City of San Fernando

By: _____

Name: Brian Saeki

Title: City Manager

CONSULTANT:

Athens Services

By: _____

Print: _____

Title: Executive Vice President



REQUEST FOR PROPOSALS (RFP)

STREET SWEEPING SERVICES

ISSUE DATE:
November 19, 2014

Submittal Deadline: December 23, 2014, Before 10:30 AM

PLEASE NOTE: MANDATORY PRE-BID MEETING

Request For Proposal – Street Sweeping Services

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1. INTRODUCTION

The City of San Fernando is seeking Request for Proposals (RFP's) from qualified contractors for street sweeping services. Specifically, the City of San Fernando is interested in receiving proposals for street sweeping services on City streets and right-of-way areas. A complete list of the Service Locations is included in Attachment A.

2. PROPOSAL SUBMITAL DATE AND REVIEW

Contractors must submit three (3) complete copies of their proposals before December 23, 2014, at 10:30 AM. All proposals must be delivered to the office of the City Clerk, City of San Fernando, or mail to: City of San Fernando

Attn: City Clerk
117 Macneil Street
San Fernando, CA 91340

The received proposals will become part of the official files of the City of San Fernando and will not be returned. Late proposals will not be accepted. The RFP package needs to be sealed and labeled as follows:

Proposal for Street Sweeping Services – CONFIDENTIAL

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal deemed incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. The City reserves the right to reject any and all proposals.

After a careful review of each submitted proposal, the City will conduct a thorough evaluation, as detailed in Section 6D of this RFP. The evaluation will lead to the selection of a contractor and an award of a Service contract.

3. CITY POINT OF CONTACT

The sole source of contact regarding this RFP is Chris Marcarello, Public Works Director, (818) 898-1222. Contractors interested in submitting a proposal are asked not to contact other members of the City of San Fernando staff in connection with the RFP prior to the announcement of the selected contractor.

4. SCHEDULE

The following are key dates for the Street Sweeping RFP:

Publishing of RFP:	November 20, 2014
Mandatory Pre-Bid Meeting:	December 2, 2014 at 11:00 AM Public Works Operations Facility 117 Macneil Street San Fernando, CA 91340
Questions Due to the City:	December 8, 2014 at 5:00 p.m.
Question Responses: (And Addendum, if Needed)	December 10, 2014

Request For Proposal – Street Sweeping Services
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Proposals due to the City: December 23, 2014, before 10:30 AM
Due at the City Clerk's Office

City Council Contract Award: January/February 2015

Start of Services: March 1, 2015

5. **BACKGROUND**

The City of San Fernando maintains approximately 120 curb miles within its public rights-of-way. Commercial streets account for approximately 4.6 curb miles, which are swept once per week. Street sweeping is performed Monday through Friday each week. Street sweeping hours are 6:00 A.M. to 2 P.M. in residential areas and 2:00 A.M. to 6:00 A.M. on major arterials and commercial areas. A map of the street sweeping schedule that is already established is provided on Attachment B.

Due to budget constraints in 2012, the City reduced street sweeping service levels in several areas in the City. This RFP contains two (2) options for continued street sweeping services in the community – including a base service level option and an alternate, reduced service level option. Bidders are asked to provide cost proposals for both service level options. Depending on the costs proposals received, the City will review the options and award a bid for either the base option, alternate option. **Therefore, bidders should provide its most competitive cost proposal for both options.** The City reserves the right to negotiate costs and service levels as necessary. Attachment A includes a complete list of Service Locations – both the base service level and alternate service level.

The selected contractor shall be responsible for providing all labor and equipment necessary to perform street sweeping services on a weekly basis, including:

- Sweeping all arterial, collector industrial, residential and commercial streets, cul-de-sacs and median island curbs.
- Removal of large items such as cardboard, palm fronds, and rocks.
- Recycling of collected sweepings.
- Providing additional sweeping services for special events and emergencies.

6. **GENERAL CONDITIONS**

A. Authority to Withdraw RFP and/or Not Award Contract

The City San Fernando reserves the right to withdraw this RFP at any time without prior notice. Furthermore, the City makes no representations that any Agreement will be awarded to any contractor responding to the RFP. The City expressly reserves the right to postpone the opening of proposals at its own convenience and to reject any and/or all proposals responding to this RFP without indicating any reasons for such rejection.

Request For Proposal – Street Sweeping Services

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B. Pricing Approach

The City of San Fernando intends to award a fixed annual contract price for the three-year term of this contract, with an option to renew annually for up to two (2) more years, based on performance. Bidders must provide a service unit price list as part of the proposal (See Attachment C). The primary purpose of this list is to provide for guidance for any additional work or establish clear payment deductions for contract services not rendered during the course of the contract.

Subsequent to the initial three-year contract term, and if the option for renewal is exercised at the third and fourth anniversary of the contract effective date, the contract amount shall be adjusted in proportion to the change in the Consumer Price Index – All Urban Customers, Los Angeles, Riverside, Anaheim, at the time, subject to a 2.5% maximum increase per year.

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

The City has adopted a Living Wage Ordinance to ensure proper compensation for Contractor employees. All bidders must complete and sign a Living Wage Certification Form (Attachment D) and include a copy with its proposal.

C. Insurance and Performance Bond

The selected contractor shall provide to the City the necessary insurances, endorsements and a performance bond in the amount of six (6) months of the contract, as specified in the enclosed Draft Agreement.

D Proposal Evaluation Criteria

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City of San Fernando may use some or all of the following criteria in its evaluation and comparison of the proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

1. The contractor's demonstrated awareness of safety in all operations

Request For Proposal – Street Sweeping Services

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2. A demonstrated understanding of the scope of work and other proposal documents
3. A logical, proven methodology for carrying out the work tasks described in the proposal
4. The contractor's recent experience in conducting contracts of similar scope, complexity, and magnitude, particularly for government agencies
5. The quality and quantity of personnel to be assigned to the contract, including its recent street sweeping experience
6. The quality and quantity of equipment to be assigned to the contract
7. A listing of the organizational structure of the proposed contract team
8. The financial stability of the contractor
9. Recent references from clients, with particular emphasis on local governments
10. The proposed contract schedule
11. The proposed contract costs

7. **PROPOSAL FORMAT AND CONTENT**

Proposals should be typed as briefly as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each contractor:

a. **Cover Letter**

A cover letter should summarize key elements of the proposals. The letter must be signed by an individual authorized to bind the bidder. The letter must stipulate that the proposed price shall be valid for a period of a minimum of three (3) years. Indicate the address and telephone number of the contractor's office located nearest to San Fernando, California, and the office from which the contract will be managed.

b. **Background and Approach**

The Background and Approach Section should describe your understanding of the City and the work to be done.

c. **Work Plan**

Describe the sequential work tasks you plan to carry out in accomplishing this contract. Indicate all key deliverables and their contents.

Request For Proposal – Street Sweeping Services

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d. **Methodology**

This section should clearly describe the methodology you plan to use to carry out the specific work tasks described in the Work Plan.

e. **Contract Organization and Staffing**

Describe your approach and methods for managing the contract. Provide an organizational chart showing all proposed contract team members. Describe the responsibilities of each person on the contract team. Identify the Contract Manager and the person(s) who will be the key contact (s) with the City of San Fernando. Indicate how many hours each team member will devote to the contract by task, along with a statement indicating the availability of the members of the contract team for the duration of the contract. Please include resumes for key members of the contract team with particular emphasis on their experience and professional affiliation.

f. **Related Experience**

Describe recent, directly related, public agency experience. Include on each listing the name of the agency; description of the work done; primary agency contact, address and telephone number; dates for the contract; name of the contract director and/or manager and members of the proposed contract team who worked on the contract, as well as their respective responsibilities. At least three references should be included. For each reference, indicate the reference name, organization affiliation, title, complete mailing address, and telephone number. The City of San Fernando reserves the right to reference check any and/or all of the organizations or individuals listed.

g. **Contract Schedule**

Provide a schedule for completing each task in the work program, based upon the frequency listed in Service Locations/Cost (Attachment A).

h. **Cost Data**

Indicate the total annual cost for each portion of street sweeping services (See Attachment A) for which you will provide street sweeping services, based upon the information provided. **Complete a total annual cost proposal for both the base service level and the alternate service level.**

i. **Recycling and Disposal**

All materials collected in the course of street sweeping activities shall be transported and recycled/disposed of in accordance with City, County, State, and Federal requirements. When possible, debris will be diverted from landfill disposal. The City shall be notified which facilities are used to process sweeping debris. The successful contractor shall be solely responsible for all fees involved in the recycling/disposal of sweepings collected in the City. Indicate the facilities where sweeping debris will be

Request For Proposal – Street Sweeping Services

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taken and programs that will be used to ensure the diversion of debris from landfill disposal.

j. **Equipment**

Vehicles and equipment used in street sweeping services must be kept well-maintained and in good appearance. Vehicles and equipment used in accordance with sweeping activities should be not more than three (3) years old and must meet all applicable local, state, and federal air quality laws, rules, and regulations including but not limited to the South Coast Air Quality Management District Rule 1186 relating to alternative fueled sweeping equipment. Equipment shall meet all applicable certifications for PM 10 and other pollutants as set forth by the South Coast Air Quality Management District. Indicate the equipment that will be used to meet these requirements and efforts to ensure equipment is maintained in good repair, appearance, and sanitary conditions at all times.

k. **Statement of Compliance/ Suggested Changes**

Contractors must submit a Statement of Compliance to the RFP and to the Draft Agreement terms and conditions, and if any, a listing of exceptions and suggested changes. A description of any cost implication for suggested changes must also be included. The Statement of Compliance must declare either:

- 1) This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed; or
- 2) This proposal is in strict compliance with the Request for Proposal and Draft Agreement except for the items listed.

For each exception or suggested change, the contractor must include:

- Reasons for submitting the proposed exception or change.
- Any impact the change or exception may have on contract costs, scheduling or other considerations.

8. **PRE-PROPOSAL MEETING**

All parties submitting proposals are instructed to attend a mandatory pre-bid meeting. The meeting is scheduled December 2, 2014 at 11:00 a.m. at the Public Works Operations Facility, 120 Macneil Street, San Fernando, California 91340. Representatives of the City of San Fernando will review the RFP content and respond to general questions. All technical questions regarding the RFP will be required to be submitted in writing and provided to the City no later than December 8, 2014 at 5:00 p.m. Responses to all questions, and if needed, a RFP addendum will be issued on December 10, 2014.

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The purpose of this meeting is to familiarize contractors with the scope of work and to answer any questions which may arise prior to submitting proposals. Attendance at this meeting is **MANDATORY** for those wishing to submit proposals. Failure to attend the pre-bid meeting shall result in disqualification from the RFP process.

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SCOPE OF WORK

Contractor shall provide all labor and equipment necessary to perform street sweeping services in the City of San Fernando in accordance with this Agreement, on the following terms and conditions.

A. Definitions

- 1) "Streets" shall mean all dedicated public rights-of-way within the existing or future corporate limits of the City.
- 2) "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a street sweeper.
- 3) "Curb-mile" means a swept path not less than eight (8) feet wide for a cumulative total length of 5,280 feet.
- 4) "Roadbed" means entire street pavement from curb to curb.

B. Description of Required Services and Experience

- 1) General. The primary objective of street sweeping is to pick up all debris to ensure the free flow of water in the gutter and to maintain the streets in a state of cleanliness. Contractor shall remove all debris from all streets every weekly sweeping cycle. Items of excessive size, such as cardboard, palm fronds, large rocks, etc., shall be physically picked up and placed in the sweeper by the Contractor. Sweeping shall normally consist of a single pass over an area. Additional passes shall be made as necessary when conditions warrant special attention. Debris collection may require more than one pass in order to sufficiently clean the street. This service shall be included in the unit curb-mile price at no additional cost to the City.
- 2) The successful Contractor shall have at a minimum five (5) years experience with municipal street sweeping. The Contractor shall have developed complete sweeping programs/ schedules for California cities, towns, counties, etc.
- 3) Areas to be Cleaned. All City streets including arterial, collector, industrial, residential and commercial, cul-de-sacs and median curbs shall be swept once a week, at a minimum. The entire length of all curbs (including bulb outs, median curbs and curb returns), uncurbed pavement edges, painted (2-way) left turn lanes and flush concrete or paved median noses shall be swept each time the associated street is swept. The entire area of each intersection shall be swept. The balance of each street shall be swept as needed. In any case, no debris shall be left on the street pavement after sweeping is completed.

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- 4) Standard of Performance. The Public Works Director, or designee, will make the final determination as to whether the work has been satisfactorily completed and may order the Contractor to re-sweep areas not swept or cleaned in a satisfactory manner. In the event the results of a sweeping are considered unsatisfactory, the Contractor shall sweep or clean the unsatisfactory area again at no cost to the City, within twenty-four (24) hours of request without interruption to the regular street sweeping schedule.
- 5) Additional Services. Additional services may include emergency call-outs or other instances as requested by the Public Works Director, or designee. Such services will be requested orally or in writing at least twenty-four (24) hours in advance, whenever practical, except for emergency call-outs. No request for additional services shall necessitate the simultaneous assignment of more than four (4) sweepers unless a greater number is agreeable to the Contractor. Payment for such requests shall be based upon the hourly rate specified in Attachment D.

C. Changes in Services

During the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or number of miles of street sweeping services. The said increase or decrease shall be by written change order to the Contractor. The unit price for change order sweeping shall be at the contract unit price specified in Attachment D.

D. Schedule of PerformanceStreet Sweeping Schedule

- 1) Days. Routine street sweeping shall be conducted Monday through Friday unless otherwise approved by the Public Works Director.
- 2) Hours. Standard operating hours for sweeping under this Agreement shall be determined by the City and the Contractor. Arterial streets and commercial areas shall be swept from 2:00 A.M. to 6:00 A.M. Residential areas shall be swept from 6:00 A.M. to 2:00 P.M. Some areas may be posted with different hours than noted above. It is the Contractor's responsibility to familiarize itself with these areas and adjust the sweeping schedule accordingly.

Contractor shall complete all sweeping as scheduled; mechanical failure or personnel problems shall not be the acceptable reason for failure to comply. No changes to the sweeping schedule will be allowed without the prior approval of City.

Holidays

All sweeping is to be done Monday through Friday except on the following Holidays:

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New Year's Day
President's Day
Memorial Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. Sweeping scheduled for a holiday shall be completed within seven (7) days following the holiday. Holiday sweeping schedules must be submitted to the Public Works Director thirty (30) days prior to the holiday. No modification of this holiday schedule shall be effective unless authorized in writing by the Public Works Director.

E. Changes in Schedule Due to Weather Conditions

Scheduled sweeping shall not be canceled for inclement weather by the street sweeping Contractor without approval of the Public Works Director or his designee. During inclement weather a two-hour standby period will be observed before a scheduled residential sweep will be canceled. City reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeping will not be allowed due to inclement weather and cancellations without the approval of the Public Works Director or his designee. This effort shall not affect the regularly scheduled sweeping.

F. Disposal and Recycling of Materials

The Contractor shall transport and dispose of all sweeping at a composting or recycling center in accordance with all City, County, State, and Federal requirements. Contractor shall divert or compost all street sweepings to the greatest extent possible, obtaining a minimum of eighty-five percent (85%) diversion rate from landfills. Sweepings may be deposited at temporary dumpsites with the prior approval of the property owner and the Public Works Director. Sweeping shall be removed from such sites each day. Contractor shall be entitled to no other income, expenses or charges from the City for disposing of sweepings at any disposal site within or outside the City limits. The Public Works Director may, at any time, require the Contractor to relocate, completely remove or discontinue use of such disposal sites. The Contractor shall report on a monthly basis the amount of sweepings disposed of at a composting or recycling center and the name and address the facility.

G. Street Sweeping Equipment

The Contractor shall, as a minimum, keep their equipment well-maintained, neatly painted and meet other reasonable standards as may be established by the Public Works Director. Adequate back-up equipment must be available at all times to service the City. Contractor shall submit in its proposal a listing of all equipment (including back-up equipment) proposed to furnish under this Agreement (including year, make, and condition). The City may, at its sole discretion and expenses, require an annual inspection of Contractor's equipment.

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The Contractor shall use a sweeper fleet appropriate for servicing approximately 120 curb miles of street. The fleet shall include a fleet of vacuum and broom sweepers as appropriate for meeting all requirements of this Agreement and all regulatory requirements of outside agencies such as the South Coast Air Quality Management District (AQMD) and the California Air Resources Control Board.

Vehicles and equipment used in accordance with sweeping activities should be not more than three (3) years old and must meet all applicable local, state, and Federal air quality laws, rules, and regulations including but not limited to the South Coast Air Quality Management District Rule 1186 relating to alternative fueled sweeping equipment. Equipment shall meet all applicable certifications for PM 10 and other pollutants as set forth by the South Coast Air Quality Management District.

All vehicles must be maintained in good repair, appearance, and sanitary conditions at all times. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. A City representative shall have the right to cease Contractor's operations immediately, upon inspection of any vehicle/sweeper deemed unsafe or unsatisfactory during performance of the Agreement. At the discretion of the Public Works Director, the City may require the installation of special odometers, time clocks, or vehicle speed monitors to verify the quality and quantity of the work performed.

All vehicles and equipment used by the Contractor within the City limits must be clearly identified, on each side of the vehicle or equipment, with the name of the Contractor, address of the Contractor's office, and telephone number. All equipment must be equipped in accordance with State laws, including hazard lights visible from the rear that operate independently of the brake lights. Sweepers must be equipped with mobile radio communications to the Contractor's dispatch office.

H. Equipment Storage

The Contractor shall be responsible for all costs associated with equipment storage. No material and equipment shall be stored where it will interfere with the free and safe passage of public or construction traffic. At the end of each day's work and at all other times when sweeping operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the roadway and open it for use by traffic.

I. Traffic Counters

The City may at various times and locations temporarily install portable traffic counting equipment of the type which is activated by vehicles coming in contact with a hose placed in the roadway. Caution shall be used by the Contractor to avoid damaging said equipment. If the Contractor, while in the performance of its contract duties, damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, the Contractor shall bear the entire cost for the restoration, repair, inspection, testing or replacement of said damaged equipment.

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J. Parking Citation Officer – Coordination

The City may use a Parking Control Officer to cite vehicles for parking during street sweeping hours. The Contractor shall coordinate his sweeping activities with the Parking Control Officer. All costs for coordination are the responsibility of the Contractor, and no additional compensation will be allowed.

K. Contractor/City Communication

Throughout the period of this Agreement, the Contractor shall establish and maintain an office and have an authorized Supervisor as the point of contact for communications with the City.

The Contractor's office shall have a twenty-four (24) hour telephone service and a responsible person in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by the City. Contractor shall respond and provide emergency service within two (2) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

L. Contractor's Employees

Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Drivers License issued by the State of California.

Any person employed by the Contractor who fails or refuses to carry out the directions of the City, appears to be incompetent, acts in a disorderly, improper or unsafe manner, or shows signs of intoxication or other impairment shall be immediately removed from the job site by the Contractor. Prior to returning a removed employee to work within the City, the Contractor shall provide in writing the reason for the individual's behavior and the means used to prevent this behavior from occurring again. Failure of the Contractor to prevent, prohibit, or resolve problems with its employees working within the City will result in sweeping operations being suspended until further notice. The City may enter a contract with another party for street sweeping services during such a suspension, and the Contractor will be liable for all costs.

M. Sweeping Practices

The Contractor shall at all-time use good sweeping practices as dictated by standards within the sweeping industry and will make adjustment to its equipment as necessary. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering. Sweeping practices include, but are not limited to the following:

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- 1) Sweeping speed shall be adjusted to street conditions with a maximum speed of six (6) miles per hour. Patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of three (3) miles per hour. The City may require the installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping.
- 2) Sweepers shall be operated as close to parked cars or other obstacles as safety allows.

N. Routing and Sweeper Availability

Street sweeping routes and schedules shall be developed by the Contractor and shall be subject to the approval of the Public Works Director. Routes and schedules shall be consistent with the Basic Street Sweeping Scheduling Map (Attachment B).

Sweeping routes and schedules shall be provided to the City no later than fifteen (15) days prior to the initiation of sweeping operations or changes in operation. The City reserves the right to request changes in routing or hours of operation at any time. Each sweeper shall have its own operator and scheduled route. Any and all sweeper breakdowns and repairs shall be reported immediately to the Public Works Director.

O. Construction-Related Problems and Storm Debris

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within five hundred (500) feet of a construction site. However, the Contractor is required to totally clean all dirt and debris carried by traffic to areas beyond this limit. Storm clean up and sweeping must be completed as soon as possible. Night sweeping may be permitted for normal storm cleanup, if authorized by the City.

P. Records and Reports

The following reports shall be submitted to the City each month along with the invoice for services.

- 1) Monthly Log Report. The Contractor shall keep a daily log of all streets swept, including the name and location of the streets and the number of curb-miles swept, along with a description of any special services performed. The log shall be signed by the Supervisor on a daily basis. Each month, a report shall be prepared from the daily log giving a brief description of all routine special and emergency activities.
- 2) Emergency Calls. The Contractor shall maintain a positive recording of all emergency service calls, by telephone recording device or by a time punch-type trouble ticket. Such information shall be entered on the monthly log report.
- 3) Amount of Debris. The Contractor shall maintain a separate measurement and record detailing the amount of debris collected during sweeping activities.

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This information, required as part of the City's NPDES permit, must be submitted to the City each month in a tabulated, easy to read format.

- 4) Recycled Debris. The Contractor shall maintain a separate measurement and record detailing the amount of debris deposited at a composting or recycling facility. The record shall also identify the name and address of the facility. This information shall be submitted to the City in a tabulated, easy to read format.
- 5) Complaints. Complaints received by the City regarding the Contractor's performance will be transmitted to the Contractor's office in writing, by telephone, or email, and handled by the Contractor's Supervisor. All complaints are to receive a follow-up response within twenty-four (24) hours following notification of the Contractor. A report of the Contractor's investigation and the corrective action taken shall be made promptly by the Contractor to the Public Works Director. Repeat complaints may be handled by a joint visit to the site by a City Inspector and Contractor's Supervisor.

Complaints received directly by the Contractor shall be submitted in writing to the City on the day such complaints are received. Contractor shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City each month.

Q. Restoration and Repair, Obstructions and Clean Up

The Contractor shall become familiar with all existing installations, both public and private, on the work site and shall provide adequate safeguards to prevent damage to existing structures and improvements. All fences, wall, slopes, landscaping, and other obstructions which are remove, damaged, or destroyed in the course of work shall be replaced and/or repaired, at the Contractor's expense, to the original condition and to the satisfaction of the City. Failure to have such damages repaired in a timely manner will result in the City deducting from the Contractor's payment the cost to perform the necessary remedial work.

R. Miscellaneous Safety and Other Regulations

- 1) Equipment and Vehicle Defects. All equipment or vehicle defects disclosed by any governmental official and not requiring immediate correction shall be corrected by the Contractor within two (2) weeks of notification.
- 2) Warnings. Contractor shall use light warnings instead of loud sound signals except where required by law for the protection of personnel.
- 3) Water for Dust Control. The Contractor shall provide sufficient water for use street sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to the Contractor. All water provided by the City must be metered by devices loaned to the Contractor. Contractor shall bring any such metering devices to the City's

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Public Works Yard to be read at a date to be determined by the Public Works Director. Contractor shall comply with all rules and regulations of the City relating to the use of water. Failure to comply may result in the City's refusal to furnish water to the Contractor.

S. Cooperation with Utility and Other Companies

Work within the City by utility and construction companies may be progressing concurrently with the work under this Agreement. It is the responsibility of the Contractor to be informed of work planned by these parties and to coordinate street sweeping work accordingly.

T. City Special Events

Contractor will provide street sweeping services free of charge in conjunction to a maximum of five (5) "Major" City sanctioned special events each year. City will provide Contractor thirty (30) day prior notice of scheduled event.

U. Contract Term

The term of the contract shall be for a period of three (3) years, with an option for renewal for two (2) one-year extensions, on an annual basis, based on the contractor performance. The City reserves the right to unilaterally terminate the Agreement at any time upon thirty (30) days written notice to the contractor.

After the initial three (3) year contract, the City has the option to renew the contract for two (2) one-year extensions, in one (1) year increments. If the City chooses to extend the contract, a formal letter will be sent to the contractor advising contractor of the one (1) year extension. This process will be used for each of the optional two (2) years. In determining whether the Agreement should be extended, the City will evaluate the performance of the contractor and determine whether the contractor's performance is satisfactory.

New street sweeping areas, as developed or assumed by the City, may be added to the Service Agreement. Such additional scope of work will be considered change orders to the initial contract, and the value will be based on service unit prices provided in Attachment C, if applicable, and/or negotiated between the two parties of the contract.

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REQUIRED CONTRACT REPORTS

- A. Monthly/ Weekly Service Report
- B. Monthly/ Weekly Performance Report
- C. Monthly/ Weekly Green Waste Recycling/ Diversion Report
- D. Emergency Calls Log
- E. Complaint Log

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LIST OF ATTACHMENTS

Attachment A	Service Location/ Total Cost
Attachment B	City Map and Street Sweeping Schedule Maps
Attachment C	Service Unit Prices
Attachment D	Living Wage Certification Form
Attachment E	Sample Service Agreement

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ATTACHMENT A

BASE SERVICE LEVEL

MAINTENANCE FREQUENCIES

Contractor shall provide services at the following locations as described below.

LOCATIONS	FREQUENCY	CYCLE	CURB MILES/AREA	PROPOSED COST
Residential (Citywide)	Once/Weekly	Monday – Friday	105	
Alleys (According to Map)	Once/Weekly	Monday – Friday	3.5	
Downtown Area Truman (SF Mission to Brand) 1 st Street (Hagar to Macneil) Maclay Avenue (San Fernando to 4 th Street)	Once/Weekly	Monday – Friday	1.5	
Mall Area San Fernando Road (SF Mission to Chatsworth)	Once/Weekly	Monday – Friday	1	
Maclay Streetscape (4 th Street to 8 th Street)	Once/Weekly	Monday – Friday	2.1	
City Parking Lots (12)	Once/Weekly	Monday – Friday	360,000 sq. ft.	
			Weekly Total	
			Monthly Total	

Total Monthly Cost: \$_____

Amount In Words _____

Total Annual Cost: \$_____

Amount In Words _____

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ALTERNATE SERVICE LEVEL

MAINTENANCE FREQUENCIES

Contractor shall provide services at the following locations as described below.

LOCATIONS	FREQUENCY	CYCLE	CURB MILES/AREA	PROPOSED COST
Residential (Citywide)	Once/Weekly	Monday – Friday	105	
Alleys (According to Map)	Once/ Every Other Week	Monday – Friday	3.5	
Downtown Area Truman (SF Mission to Brand) 1 st Street (Hagar to Macneil) Maclay Avenue (San Fernando to 4 th Street)	Once/Weekly	Monday – Friday	1.5	
Mall Area San Fernando Road (SF Mission to Chatsworth)	Once/Weekly	Monday – Friday	1	
Maclay Streetscape (4 th Street to 8 th Street)	Once/Weekly	Monday – Friday	2.1	
City Parking Lots (12)	Once/Every Other Week	Monday – Friday	360,000 sq. ft.	
			Weekly Total	
			Monthly Total	

Total Monthly Cost: \$_____

Amount In Words _____

Total Annual Cost: \$_____

Amount In Words _____

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ATTACHMENT B
Street Sweeping Schedule Map

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ATTACHMENT C

UNIT PRICES

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

FUNCTION COST/UNIT OF MEASURE

Additional Street Sweeping Services

During Regular Business Hours: \$_____ PER CURB MILE
Emergencies During Regular Business Hours: \$_____ PER HOUR
Emergencies After Regular Business Hours: \$_____ PER HOUR

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ATTACHMENT D

LIVING WAGE COMPLIANCE

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ATTACHMENT E

Sample Service Agreement



2013

SERVICE AGREEMENT

THIS 2013 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and _____ (hereinafter, "CONTRACTOR"). The capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" shall refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

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

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any specially trained and experienced firm or corporation for special services and advice on financial, economic, accounting, engineering, legal or administrative matters; and

WHEREAS, CITY's in-house personnel are not able to provide the types of specialized services required under this engagement; and

WHEREAS, CITY require the performance of (Street Sweeping Contractor) in connection with the identified scope of services; and

WHEREAS, CONTRACTOR represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of _____ 20____ under Agenda Item _____; and

WHEREAS, CONTRACTOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONTRACTOR AGREE AS FOLLOWS:

I.

SCOPE AND PROSECUTION OF WORK; COMPENSATION

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in that certain proposal entitled "Proposal to Provide Street Sweeping Services" and dated as of (Date, 2014) which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of 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." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONTRACTOR nor anyone

acting on CONTRACTOR's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 TERM:

- A. This Agreement shall have a term of Three (3) Years commencing on March 1, 2015 to February 28, 2018 (hereinafter, the "Initial Term").
- B. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of Two (2) years, at the sole and absolute discretion of CITY MANAGER, provided CITY MANAGER issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided herein.
- C. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. CONTRACTOR shall perform and complete all of the services and tasks set forth under the Scope of Work at the rates of compensation set forth in that certain compensation schedule set forth under [page/section] of the Scope of Work under the heading "_____ " (hereinafter, the "Compensation Schedule"). CONTRACTOR shall also receive reimbursement for those pass-through costs and expenses specifically identified in the Compensation Schedule as being reimbursable pass-through costs, except that any such costs which are anticipated to be in excess of \$500.00 shall require the prior written approval of the General Manager or designee before they are incurred. For purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to as "Reimbursable Costs". CONTRACTOR shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONTRACTOR's monthly invoice or statement. CITY shall be under no obligation to reimburse CONTRACTOR for unsubstantiated costs or expenses.
- B. Subsection (A) of this Section notwithstanding, in no event may CONTRACTOR's total compensation for the performance and completion of the Work exceed the aggregate sum of _____ Dollars (\$_____) during the entire Initial Term of the Agreement or during any single extension term ("Contract Price").
- C. In so far as CONTRACTOR seeks reimbursement for costs and expenses other than those that qualify as Reimbursable Expenses, such costs or expenses shall be deducted against the Contract Price.

1.4 PAYMENT OF COMPENSATION:

- A. CITY shall compensate CONTRACTOR on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONTRACTOR shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONTRACTOR and its various employees during the recently concluded month.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of

receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONTRACTOR's monthly invoice.

- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, CITY may request that CONTRACTOR perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONTRACTOR shall not undertake nor shall CONTRACTOR be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.
- B. Payments for any Extra Work shall be made to CONTRACTOR on a time-and-materials basis using CONTRACTOR's standard fee schedule.

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

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

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES:** The CITY hereby designates Dale Warren, Public Works Field Supervisor II (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR'S REPRESENTATIVE:** CONTRACTOR hereby designates [Name and Title of Person who will be Representing CONTRACTOR in the Performance and Administration of this Agreement] to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR's Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff

and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's profession;
- B. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's 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.

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an

independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent performance under this Agreement or result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subcontractors is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subcontractors fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.
- 2.9 SAFETY: CONTRACTOR shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.10. NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the supervision of its employees, agents, contractors, subcontractors and subconsultants and for the negligent acts and/or omissions of the same. All persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONTRACTOR agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. CONTRACTOR shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no

obligation to, issue a Notice to Proceed until CONTRACTOR has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.

- 3.2 REQUIRED COVERAGES: CONTRACTOR agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONTRACTOR shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
 - D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed 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.
- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

- 3.7 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONTRACTOR fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.
- 3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONTRACTOR fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONTRACTOR to stop any and all work under this Agreement or withhold any payment, which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONTRACTOR's failure to comply with the insurance requirements set forth under this Article.
- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONTRACTOR shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONTRACTOR under this Article.
- 3.10 NO LIMITATION ON LIABILITY: CONTRACTOR's procurement of insurance shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's indemnification duties set forth under Article V of this Agreement.

IV. INDEMNIFICATION

4.1 The Parties agree that City and City's engineer, 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, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that City would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect the City as set forth herein.

4.2 To the fullest extent permitted by law, the CONTRACTOR shall (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. The parties understand and agree that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal

counsel of City's choosing; court costs; and costs of alternative dispute resolution. The CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONTRACTOR's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from CONTRACTOR's duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than CONTRACTOR are responsible for the claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, CONTRACTOR may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

4.4 City shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due City from CONTRACTOR as a result of CONTRACTOR's failure to pay City promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.5 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers.

4.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

4.7 The City does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.8 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 written notice to CONTRACTOR at least five (5) calendar days prior to the effective date of such termination for convenience. Upon termination for convenience, CONTRACTOR shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the

termination, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONTRACTOR is in breach (whether or not such breach is caused by CONTRACTOR or CONTRACTOR's officials, officers, employees, agents, contractors, subcontractors or subcontractors, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.
- 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, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONTRACTOR in connection with the performance of this Agreement shall be held confidentially by CONTRACTOR. Such materials shall not, without the prior written consent of CITY, be used

by CONTRACTOR for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use CITY's name or insignia, 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 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

[Name, Address, Phone, Fax, and other relevant contact information for CONTRACTOR]

CITY:

City of San Fernando
Department of Public Works
Attn: Dale Warren
117 Macneil Street
San Fernando, CA 91340
dwarren@sfcity.org
Tel: (818) 898-1293
Fax: (818) 898-3221

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax confirmation slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.4 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subcontractors), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.6 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS:** CITY reserves the right to employ other CONTRACTORS in connection with the various projects worked upon by CONTRACTOR.
- 6.7 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.8 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.9 **FORCE MAJEURE:** Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those

reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

- 6.10 GOVERNING LAW; 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 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONTRACTOR and the other shall be retained by CITY. 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.

[SIGNATURE PAGE TO FOLLOW]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:

City of San Fernando

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney**CONTRACTOR:****[Insert Name of CONTRACTOR]**

By: _____

Print: _____

Title: _____

EXHIBIT "A"
[SCOPE OF WORK]

SAMPLE



14048 Valley Blvd.
P.O. Box 60009
City of Industry, CA 91716-0009
Fax (626) 330-4686
(626) 336-3636

January 29, 2019

Mr. Alexander P. Meyerhoff
City Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Re: Contract Extension and Rate Review of Street Sweeping Services Agreement with Athens Services

Dear Mr. Meyerhoff:

Please accept this letter, in accordance with the Contract No. 1776 for Street Sweeping Services Agreement between the City of San Fernando and Arakelian Enterprises (Athens Services), as our request to extend the contract for one year commencing from **March 1st 2019 to February 28th 2020.**

Also, per the terms of Contract No. 1776, please accept this letter and exhibit A as Athens' request to adjust the sweeping compensation. Exhibit A (attached) shows the most recent Consumer Price Index percentage change from December 2017 to December 2018 of 3.24%, subject to a 2.50% maximum increase per year. The documentation supporting this adjustment is included with this letter.

Upon your review of our request we look forward to your response to discuss the option to extend the term and rate adjustment. Please do not hesitate to call me at (626) 855-7230 with any questions regarding this matter.

Sincerely,

Christian Warner
VP of Government Affairs

Enclosures

Cc: Clint Bartlett, Senior Director of Finance

EXHIBIT A
CITY OF SAN FERNANDO
SCHEDULE OF SWEEPER RATES
NEW RATE EFFECTIVE MARCH 1, 2019

Date	CPI Index	Notes
December 2017	259.220	Consumer Price Index - All Urban Consumers, LA
December 2018	<u>267.631</u>	Consumer Price Index - All Urban Consumers, LA
	<u>3.24%</u>	Increase in CPI - Subject to 2.50% Maximum per Year

Compensation to Athens Services:

\$	14,549.30	Current monthly compensation
	<u>2.50%</u>	Increase in CPI
\$	<u>14,913.03</u>	Compensation effective March 2018
\$	<u>363.73</u>	2.50% Increase in monthly compensation

Notes: Increase in billing rate would occur on the March 1, 2019 invoice.

CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all

Area: Los Angeles-Long Beach-Anaheim, CA

Item: All items

Base Period: 1982-84=100

Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620	225.008	224.377	225.638
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643	223.219	221.943	224.495
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730

CPI 12/31/18	267.631
CPI 12/31/17	259.220
Change Amount	8.411
CPI 12/31/17	259.220
Change Percent	<u>3.245%</u>

**CITY MANAGER -
EXTENSION APPROVAL****Elena Chavez**

From: Yazdan T. Emrani
Sent: Thursday, March 21, 2019 3:44 PM
To: Elena Chavez
Cc: Kenneth Jones; Cynthia Alba; Maria Padilla
Subject: FW: San Fernando Sweeping Contract Extension
Attachments: SSLPRT1619012918000.pdf

FYI.

Yazdan (Yaz) Emrani, M.S., P.E., Q.S.D

Director of Public Works/City Engineer

THE CITY OF
SAN FERNANDO

117 Macneil St | San Fernando, CA 91340

Tel (818) 898-1222 | Fax (818) 361-6728

yemrani@sfcity.org | www.sfcity.org



From: Nick Kimball
Sent: Wednesday, March 13, 2019 7:34 PM
To: Yazdan T. Emrani <YEmrani@sfcity.org>
Subject: RE: San Fernando Sweeping Contract Extension

Thanks Yaz. The extension and price increase is approved.

Thanks, Nick

Nick Kimball

City Manager

THE CITY OF
SAN FERNANDO

117 Macneil St | San Fernando, CA 91340

Tel (818) 898-1201 | Fax (818) 361-7631

nkimball@sfcity.org | www.sfcity.org



From: Yazdan T. Emrani
Sent: Wednesday, March 13, 2019 2:17 PM
To: Nick Kimball <NKimball@sfcity.org>
Subject: San Fernando Sweeping Contract Extension

Hi Nick,

Attached is Athens' request to increase their monthly cost, for your approval.

Below is the highlighted section from our RFP that allows this.

Request For Proposal – Street Sweeping Services
Page 3

B. Pricing Approach

The City of San Fernando intends to award a fixed annual contract price for the three-year term of this contract, with an option to renew annually for up to two (2) more years, based on performance. Bidders must provide a service unit price list as part of the proposal (See Attachment C). The primary purpose of this list is to provide for guidance for any additional work or establish clear payment deductions for contract services not rendered during the course of the contract.

Subsequent to the initial three-year contract term, and if the option for renewal is exercised at the third and fourth anniversary of the contract effective date, the contract amount shall be adjusted in proportion to the change in the Consumer Price Index – All Urban Customers, Los Angeles, Riverside, Anaheim, at the time, subject to a 2.5% maximum increase per year.

Yazdan (Yaz) Emrani, M.S., P.E., Q.S.D
Director of Public Works/City Engineer

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**ATTACHMENT “B”
Contract No. 1776(b)**

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SAN
FERNANDO AND ATHENS SERVICES FOR STREET SWEEPING SERVICES**

This amendment to agreement between the City of San Fernando and Athens Services, for street sweeping services shall be extended to June 30, 2020, and is made by and between the City of San Fernando (“City”), and Athens Services. (“Contractor”), is dated March 16, 2020.

RECITALS

WHEREAS, the CITY and CONTRACTOR have entered into that certain AGREEMENT for STREET SWEEPING SERVICES date March 1, 2015 (the “Agreement”); and

WHEREAS, the term of the Agreement expires February 28, 2020;

WHEREAS, the parties desire to amend the Agreement to extend the term of service to June 30, 2020;

NOW THEREFORE, the parties hereby mutually agree as follows:

1. The term of the Agreement is hereby extended to June 30, 2020.
2. The parties agree the terms, conditions, and deliverables of the Agreement have not changed and there is no increase in cost for the Agreement time extension.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this amendment as of the date first written above.

CITY OF SAN FERNANDO

ATHENS SERVICES

Nick Kimball, City Manager

By: _____
CEO/Principal

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

PRIVILEGED & CONFIDENTIAL

March 4, 2020

Dear Martin Pastucha,

As requested by the City of San Fernando, Athens Services is willing to extend our Street Sweeping Agreement with the City on a month to month basis to give the City time to conduct and finalize an RFP Process for a new street sweeping contract. The RFP process is expected to be completed around July, 2020. In this regard, Athens Services is willing to extend the contract at the same price on a month to month basis. We also acknowledge that the City has authorized Athens Services to undertake one month of continued services during March 2020 at the existing price to allow the City time to process this extension.


Tomas Solis – General Manager
Athens Services**ACCEPTED AND AGREED:**

Dated: MARCH 4, 2020


Signature

TOMAS SOLIS
Print Name

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AGENDA REPORT

To: Vice Mayor Hector A. Pacheco and Councilmembers

From: Mayor Joel Fajardo

Date: March 16, 2020

Subject: Discussion of City's Actions Regarding Coronavirus

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.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: March 16, 2020

Subject: Recreation Management Software Report and Presentation

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive a presentation from staff regarding the implementation of a new recreation management software for the department; and
- b. Provide staff direction, as appropriate.

BACKGROUND:

1. The Recreation and Community Services Department has used RecNet Global Services on the Active Networks, Inc. platform (ActiveNet) to register recreation program customers since August 18, 2004. The initial term of the agreement was for two years, with an option to renew annually for a one year term until such time either party provided written notice expressing interest to terminate the agreement.
2. At that time ActiveNet was one of the leading recreation management software providers that provided a platform to streamline the registration process, offer online registration, and provide real-time financial reports. Unfortunately, the online registration process was too cumbersome and costly for the City's patrons so the feature was not fully implemented. After the initial two-year term, ActiveNet support was very limited and training became prohibitively expensive.
3. Over the past few years, the lack of software support and training has diminished ActiveNet's functionality and effectiveness. Consequently, the RCS Department reintroduced manual registration, which doubled processing time to accurately register patrons and eliminated the ability to create accurate financial reports. Currently, RCS staff has to manually trace each transaction to ensure the proper activity accounts are being credited.

Recreation Management Software Report and PresentationPage 2 of 4

4. In Fall 2018, staff began researching alternatives to the current ActiveNet recreation management software. Staff identified five potential vendors and scheduled demonstrations to evaluate each vendor between May 2019 and July 2019. The evaluations weighed the ease and user-friendliness of the software, the reporting module, the support and training options, and the implementation and ongoing maintenance costs of the software.

ANALYSIS:

To evaluate the usability, effectiveness, and value for each platform, staff scheduled software demonstrations for five potential replacements of the ActiveNet recreation management program. The companies invited to demonstrate their software included Booking King, CampDocs, CivicRec, MyRec, and Perfect Mind. Three of the five vendors passed the initial evaluation: CivicRec, MyRec, and Perfect Mind. These vendors were asked to provide additional details on the key elements the Department was looking for in a replacement software. The Booking King software was dismissed from further consideration due to the difficulty in navigating its webpage, and CampDocs was rejected because its software did not meet the needs of the Department.

After the initial assessment, staff rated the ease and user-friendliness of the remaining three software platforms. Usability is a key element because, once the new software platform is fully implemented, the primary method for registering for recreation programs and activities will be online or at kiosks in the lobbies of Recreation and Las Palmas Park facilities. Staff plans to demonstrate the registration process for anyone interested in learning how to register for an activity with live demonstrations at the kiosks.

The reporting module was another important component staff measured in the evaluation process. The types of reports and the ease in retrieving the information are paramount in determining the strength or weakness of an activity. The reporting categories staff evaluated included the software's member and account reports, facility use reports, activity reports, financial reports, and the capability to create custom reports within the software.

Staff considered how the vendor supported the user and the training available to staff. Reviews of the self-help sections within the software were made to determine if the instructions were clear and concise to allow patrons to resolve issues they may have with creating an account, adding family members, and registering for activities. Staff also rated the accessibility of training beyond the initial onboarding of the recreation management software. Staff looked at the cost and frequency of training offered by the vendor.

The final component staff evaluated was the cost of implementing the new software and any recurring maintenance cost the City would pay to continue using the registration software. Typically vendors charge an initial onboarding/implementation cost to create a registration

Recreation Management Software Report and PresentationPage 3 of 4

portal, provide initial software training and input agency data. There is also an annual licensing fee to continue using the recreation management software. The combined cost determines the affordability of a particular software.

Department staff met at the end of the demonstrations to review and discuss the pros and cons of the software provided by CivicRec, MyRec, and Perfect Mind. The vendors were ranked on how well their software met each of the key elements discussed above. Based on staff's rating scale, the highest rank being a six (6) and the lowest rank being a one (1). The table below shows how each vendor ranked in each category. The CivicRec software and the MyRec software were very similar. The difference between them was the implementation and continued use cost category. CivicRec's implementation cost was \$10,025 and a continued use cost of \$7,025. Whereas, MyRec is significantly more cost effective as they proposed a flat rate of \$4,385, which included the implementation and continued use cost. The highest-ranking software was MyRec, which achieved an overall rating of 22 and was ultimately selected as the recreation management software for the RCS Department.

Recreation Management Software Rankings:

	Ease and User Friendliness	Report Module	Support and Training	Implementation and Continued Cost	Rank Total
CivicRec	5	6	5	3	19
Perfect Mind	1	3	2	1	7
MyRec	5	5	6	6	22

On September 30, 2019, RCS staff kicked off the onboarding process for the MyRec recreation management software. The Department's programs and activities were uploaded to the MyRec registration portal and soon after staff started training on the different software modules (accounts, registration, facility rental, etc.). Staff completed its training in late January 2020 and has been testing the flow of the software internally since early February 2020. Department staff is confident in using the MyRec recreation management software and plans to launch the software for the public on April 6, 2020.

BUDGET IMPACT:

The cost to onboard and implement the MyRec recreation management software is \$4,385. The FY 2019-2020 General Fund budget allocated \$12,000 in Capital Equipment to acquire new recreation management software for the Department. The remaining balance of \$7,615 will be used to purchase and install a kiosk (registration station) at Recreation Park and Las Palmas Park. Purchasing and installing the kiosks is outside the scope of services of MyRec and not included in the onboarding and implementation cost.

Recreation Management Software Report and PresentationPage 4 of 4

In the subsequent years, the annual maintenance fee and transaction fees will be budgeted and paid from the Self Sustaining Recreation Programs Fund (Fund 017).

CONCLUSION:

It is recommended that the City Council receive and file this report and accompanying presentation, and provide staff direction, as appropriate.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: March 16, 2020

Subject: Presentation of Fiscal Year (FY) 2019-2020 Mid-Year Budget Review and FY 2020-2021 Budget Kickoff

RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the FY 2019-2020 Mid-Year Budget Review;
- b. Review the FY 2020-2021 Budget Calendar; and
- c. Adopt Resolution No. 7988 (Attachment "A") amending the City's FY 2019-2020 Budget to include the proposed mid-year changes.

BACKGROUND:

1. On July 1, 2019, the City Council adopted Resolution 7938 approving the FY 2019-2020 City Budget.
2. Pursuant to the City's Adopted Budget Policy, the City Manager will present a mid-year fiscal review to City Council (typically between January and March). The purpose of the mid-year review is to update City Council on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to budget adoption.
3. Staff reviewed revenues and expenditures through December 31, 2019 and has proposed a number of changes based on that review.

ANALYSIS:

The FY 2019-2020 mid-year budget review is an essential element in maintaining financial stability. This review provides the City Council an opportunity to review the General Fund,

Presentation of Fiscal Year (FY) 2019-2020 Mid-Year Budget Review and FY 2020-2021 Budget Kickoff

Page 2 of 4

Enterprise Funds, and Special Revenue Funds, make the needed course corrections to achieve a more accurate budget for the current fiscal year (resulting in greater budget transparency), and help shape the development of the FY 2020-2021 Budget.

General Fund.

The General Fund is the chief operating fund for the City. The City adopted a budget for FY 2019-2020 with \$20,458,332 in revenues and \$19,913,654 in expenditures, resulting in net budget surplus of \$544,678.

- *Revenues.* Staff has reviewed receipts through mid-year and, overall, revenues are on track to meet original budget estimates. The three recommended adjustments are: 1) increase Construction Permit income by \$25,000, 2) increase Filming Revenue by \$115,000, and 3) decrease Administrative Overhead to equal the amount included in the cost allocation plan.
- *Expenditures.* Total adopted General Fund expenditures for FY 2019-2020 were \$19,913,654. Adjusted expenditures through December 2019 were \$21,650,320, which includes \$173,477 of additional appropriations approved by City Council and prior year carry overs pursuant to the Budget Resolution. Funds are carried over from one fiscal year to the next if the goods or services were ordered in the prior fiscal year but received in the following fiscal year, as demonstrated by open Purchase Order, or unused one-time capital improvement funding.

The primary mid-year adjustments proposed in the General Fund are related to items that were not originally planned or differ from original budget estimates based on updated information.

The key changes are noted below:

Revenue Source	Adjustment
Construction Permits	\$25,000
Filming Revenue	\$115,000
Administrative Overhead	(\$7,750)
Total Revenue Adjustment	\$132,250

Expenditure Category	Adjustment
Carryovers and Additional Council Appropriations	\$173,477
Community Development – City Wide Radio System*	\$139,265
Finance – Supplies, Training and Additional Transfers	\$88,500
Police Dept - City Wide Radio System*	\$1,028,566
Public Works – City Wide Radio System*	\$174,379
Recreation and Community Service – City Wide Radio System*	\$155,979
Total Expenditure Adjustment	\$1,760,166

* Total Amount for the Radio System was \$2,043,310, the balance was allocated across Special and Enterprise Funds.

Presentation of Fiscal Year (FY) 2019-2020 Mid-Year Budget Review and FY 2020-2021 Budget Kickoff

Page 3 of 4

The mid-year adjustments result in a net budget deficit of (\$1,083,238) in the General Fund.

Fund	2019-2020 Adjusted Budget	Proposed Amendments	2019-2020 Total Adjusted
Revenues	\$20,458,332	\$132,250	\$20,590,582
Expenditures	\$19,913,654	\$1,760,166	\$21,673,820
Surplus/(Deficit)	\$544,678		(\$1,083,238)

Other Funds.

In addition to adjustments in the General Fund, the following adjustments are being proposed in Other Funds (Attachment "A" Exhibit "1"):

1. Appropriate \$15,000 from Gas Tax Fund to cover additional costs for City's Tree Trimming Program.
2. Appropriate \$28,000 from Prop A Fund to cover fuel for Trolley's and Dial-A-Ride Shuttles.
3. Appropriate \$42,000 in Measure R and \$80,000 in SB-1 Funds for Glenoaks Bridge Fencing.
4. Appropriate \$80,000 in Facility Maintenance for exterior painting.
5. Appropriate \$3,000,000 from the Retirement Fund for possible prepayment to CalPERS.
6. Appropriate \$47,848 to the Equipment Maintenance Fund to equal the transfers out.
7. Appropriate \$278,714 to Facility's Maintenance Fund to cover projects.

FY 2020-2021 Budget Kickoff.

In order to meet the budget adoption deadline and give the City Council and the public sufficient time to review and consider the City Manager's proposed budget, staff begins making preparations for the budget process in January each year. Preparations include initial revenue projections, providing direction to Departments regarding budget guidelines and expectations (e.g., reductions in Operations and Maintenance budgets, Maintenance of Effort budgets, funded enhancement requests only, etc.), and preparing a Budget calendar to get input from the City Council regarding the best dates to hold Budget Study Sessions.

To facilitate an efficient budget process, staff has developed a proposed calendar of events for the FY 2020-2021 budget process. The purpose of a budget calendar is to provide all parties involved with deadlines for submitting data and budget requests and provide the community opportunities to provide input.

A summary of some of the important dates, including the budget study session(s) and budget adoption, are as follows:

Monday, April 6, 2020

- City Council agenda item to discuss citywide strategic goals and City Council priorities for FY 2020-2021.

Presentation of Fiscal Year (FY) 2019-2020 Mid-Year Budget Review and FY 2020-2021 Budget KickoffPage 4 of 4

Monday, May 4, 2020

- Distribute FY 2020-2021 Proposed Budget Book to City Council and post it to the City's website for public review.

Monday, May 11, 2020

- Special Budget Study Session (Overview, Administration, City Clerk, Finance, Community Development, Recreation & Community Services)

Monday, May 18, 2020

- Budget Study Session (Police Department, Public Works – Operations & CIP)

Tuesday, May 26, 2020

- Special Budget Study Session (if necessary)

Monday, June 1, 2020

- Budget Study Session (if necessary)

Monday, June 15, 2020

- Budget Adoption

BUDGET IMPACT:

The proposed adjustments are based on the most current information received by staff and will result in a decrease in the General Fund budget surplus. This decrease is due to the purchase of the city wide radio equipment for various departments of the City; this equipment will be financed over 36 months. The proposed adjustments in the Other Funds are necessary to continue operations and programs until the end of the fiscal year.

CONCLUSION:

Adopting the proposed mid-year adjustments will provide staff with the budget authority to make the needed course corrections and achieve a more accurate budget for the current fiscal year and provide the basis for developing the FY 2019-2020 Budget.

ATTACHMENTS:

- A. Resolution No. 7988 (including Exhibit 1: Summary of FY 2019-2020 Proposed Mid-year Budget Adjustments)
- B. Preliminary FY 2020-2021 Budget Calendar

ATTACHMENT “A”**RESOLUTION NO. 7988****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR 2019-2020**

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 30, 2020; and

WHEREAS, the purpose of the mid-year adjustment is to update the community on the financial condition of the City and recommend adjustments to the City’s Budget that have been identified subsequent to budget adoption; and

WHEREAS, the City Council has determined that it is necessary to adjust the expenditures and revenues 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, and 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 City Council hereby amends the adopted Budget to adjust the expenditures and revenues as provided in Exhibit “1”, attached hereto.

PASSED, APPROVED, AND ADOPTED this 16th 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 16th day of March, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

GENERAL FUND

EXHIBIT 1

FISCAL YEAR 2019-2020 MID-YEAR BUDGET ADJUSTMENTS

ADOPTED GENERAL FUND REVENUES					20,458,332			
REVENUE				2020	Proposed	Proposed	Justification:	
Fund	Acct	Project	Account Title	Total Budget	Adjustment	Total		
001	3320	0000	CONSTRUCTION PERMITS	225,000	25,000	250,000	Additional revenues due to year to date receipts.	
001	3510	0000	FILMING REVENUE	10,000	115,000	125,000	Additional revenues due to year to date receipts.	
001	3795	0000	ADMINISTRATIVE OVERHEAD	1,568,839	(7,750)	1,561,089	Reduce indirect cost based on cost allocation study.	
Subtotal Revenue Adjustments					132,250			
TOTAL ADJUSTED GENERAL FUND REVENUES					20,590,582			
ADOPTED GENERAL FUND EXPENDITURES					19,913,654			
Fund	Div	Project	Acct	EXPENDITURE Account Title	2020 Total Budget	Proposed Adjustment	Proposed Total	Justification:
APPROVED FISCAL YEAR 2019-2020					-	173,477	173,477	
SUBTOTAL CARRYOVERS						173,477		Carryover per Resolution 7938
001	105	0000	4270	PROFESSIONAL SERVICES	3,000	5,000	8,000	Trnsfr from City Manager Reserve for Measure A Town Hall Marketing.
001	112	0000	4270	PROFESSIONAL SERVICES	100,000	(25,000)	75,000	Trnsfr to Police Department to cover POA negotiated increases.
SUBTOTAL ADMINISTRATION						(20,000)		
001	115	0000	4500	CAPITAL EQUIPMENT	-	1,500	1,500	Trnsfr from City Manager Reserve for City Clerk Computer.
SUBTOTAL CITY CLERK						1,500		
001	152	0000	4500	CAPITAL EQUIPMENT	-	139,265	139,265	Appropriate Funds for City-Wide Radio System.
SUBTOTAL COMMUNITY DEVELOPMENT						139,265		
001	130	0000	4300	DEPARTMENT SUPPLIES	-	6,500	6,500	Appropriate funds for Department Supplies.
001	130	0000	4370	MEETINGS, MEMBERSHIPS & TRAVEL	3,000	2,000	5,000	Appropriate funds to cover educational trainings & conferences.
001	190	0000	4101	SALARIES PERMANENT EMPLOYEES	50,000	(50,000)	-	Trnsfr to Police Department to cover POA negotiated increases.
001	190	0000	4260	CONTRACTUAL SERVICES	100,000	50,000	150,000	Trnsfr from City Manager Reserve for Animal Control contract.
001	190	0000	4267	APPROPRIATED RESERVE	75,000	(56,500)	18,500	Trnsfr to cover Increases in Measure A Town Hall, City Clerk Computer and Animal Control
001	190	0000	4943	Transfer to Facility Maintenance Fund	-	80,000	80,000	To Cover Cost of Exterior Painting
SUBTOTAL FINANCE						32,000		
001	225	0000	4101	SALARIES PERMANENT EMPLOYEES	3,004,454	75,000	3,079,454	Transfer from Labor Attorney to cover POA increases.
001	225	0000	4500	CAPITAL EQUIPMENT	-	1,028,566	1,028,566	Appropriate Funds for City-Wide Radio System.
SUBTOTAL POLICE DEPARTMENT						1,103,566		
001	311	0000	4500	CAPITAL EQUIPMENT	-	174,379	174,379	Appropriate Funds for City-Wide Radio System.
SUBTOTAL PUBLIC WORKS						174,379		
001	420	0000	4500	CAPITAL EQUIPMENT	12,000	155,979	167,979	Appropriate Funds for City-Wide Radio System.
SUBTOTAL RECREATION & COMMUNITY SERVICE						155,979		
Subtotal Expenditure Adjustments						1,760,166		
TOTAL ADJUSTED GENERAL FUND EXPENDITURES						21,673,820		
TOTAL ADJUSTED GENERAL FUND SURPLUS(DEFICIT)						(1,083,238)		



ATTACHMENT “B”

BUDGET CALENDAR

Time Frame	Task	Department(s)
January – April 2020	Review and calculate revenue projections for General Fund, Special Revenue Funds, Enterprise Funds and Capital Projects Funds.	Finance
February 2020	Review/Update salary projections.	Personnel, Finance
March 16, 2020	City Council update and presentation: <ul style="list-style-type: none"> • FY 2018-2019 Audited Financial Statements • FY 2019-2020 Mid-Year Budget • FY 2020-2021 Budget Kickoff 	Administration, Finance
March 2020	Prepare/update budget instructions and forms for departments to complete during budget development.	Finance
March 17, 2020	City Manager meets with Department Heads to discuss the budget schedule and provide direction regarding budget guidelines (e.g. Maintenance of effort, only funded enhancement requests, etc.). Budget forms distributed.	All Departments
March 17 - 27, 2020	Departments review and complete budget forms.	All Departments
March 31 – April 3, 2020	Preliminary review of department budget forms, including review of enhancement and Capital requests.	Administration, Finance
April 6, 2020	Agenda item to discuss citywide strategic goals and City Council priorities for Fiscal Year 2020-2021.	Administration, Finance
April 6 - 10, 2020	City Manager/Finance Director meetings with Department Heads to discuss budget requests.	All Departments
April 17, 2020	Finalize City Manager’s recommendations.	Administration, Finance
April/May 2020	Prepare Proposed Budget document.	Administration, Finance
May 4, 2020	Provide Proposed Budget to City Council and post to the City’s website.	Administration, Finance
May 11, 2020 May 18, 2020	Budget Study Sessions.	All Departments
May 26, 2020 June 1, 2020	Special Budget Sessions (If Necessary)	All Departments
May/June 2020	Update Budget on direction from Budget Sessions	Finance
June 3, 2020	Publish Notice of Public Hearing for budget adoptions.	City Clerk
June 15, 2020	Budget hearing and adoption, including adopting of Gann Limit.	Administration, Finance
July 1, 2020	Post adopted budget to the City’s Finance system.	Finance
July/August 2020	Produce Adopted Budget book, distribute to City Council, post to the City’s website, and submit for GFOA Award.	Finance