



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA  
AUGUST 17, 2015 – 6:00 PM

COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo  
Vice Mayor Sylvia Ballin  
Councilmember Robert C. Gonzales  
Councilmember Antonio Lopez  
Councilmember Jaime Soto

**PLEDGE OF ALLEGIANCE**

Police Explorer Jose Figueroa

**APPROVAL OF AGENDA**

**PRESENTATION**

- a) CERTIFICATE OF RECOGNITION TO IYANA ROXONIE “ROXY” VERDUZCO –  
2015 JUNIOR OLYMPIC AND PREP NATIONAL CHAMPIONSHIP GOLD MEDAL WINNER  
Councilmember Robert C. Gonzales

**PUBLIC STATEMENTS – WRITTEN/ORAL**

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

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**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. **AUGUST 3, 2015 – SPECIAL MEETING**
- b. **AUGUST 3, 2015 – REGULAR MEETING**
- c. **AUGUST 6, 2015 – SPECIAL MEETING**

**2) CONSIDERATION TO ADOPT RESOLUTION NO. 15-082 APPROVING THE WARRANT REGISTER****3) CONSIDERATION TO ADOPT ORDINANCE NO. 1643 RELATING TO NON-DISCRIMINATION IN CITY CONTRACTS**

Recommend that the City Council waive the full reading of Ordinance No. 1643 and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, California, amending Division 5 of Article III of Chapter Two relating to discrimination in the classified service, and adding a new section to Division 6 of Article VI of Chapter Two relating to non-discrimination in City contracts."

**4) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE CIVILIANS' ASSOCIATION AND ADOPT A RESOLUTION FOR IMPLEMENTING THE COST SHARING FOR EMPLOYER PAID MEMBER CONTRIBUTIONS**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding ( Contract No. 1794) between the City of San Fernando and the San Fernando Police Civilians' Association for a three-year term (July 1, 2015 through June 30, 2018);
- b. Adopt Resolution No. 7695 implementing cost sharing for Employer Paid Member Contributions with the San Fernando Police Civilians' Association; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

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**5) 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 2015-2016**

Recommend that the City Council adopt Resolution No. 7697 which will:

- a. Establish the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System;
- b. Fix the property tax rate for Fiscal Year 2015-2016 at \$0.247631 per \$100 of assessed valuation; and
- c. Levy that tax rate upon all taxable property in the City.

**6) CONSIDERATION TO ADOPT A RESOLUTION APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS IN FISCAL YEAR 2015-2016**

Recommend that the City Council adopt Resolution No. 7696 appropriating Federal and State Asset Forfeiture Funds in Fiscal Year 2015-2016.

**7) CONSIDERATION TO APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL ENGINEERING SERVICES**

Recommend that the City Council:

- a. Approve professional services agreements with an engineering services firms to provide as-needed, on-call professional services in support of City capital improvement projects, grant funding applications/project delivery, and infrastructure planning services; and
- b. Authorize the City Manager to execute the agreements with the on-call professional services firms.

**ADMINISTRATIVE REPORTS****8) PRESENTATION OF THE CITY OF SAN FERNANDO'S FINANCIAL TRANSPARENCY INITIATIVE**

Recommend that the City Council receive and file the report (presentation) on the City's Financial Transparency Initiative powered by Socrata financial transparency software.

**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – August 17, 2015**Page 4 of 5

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**9) CONSIDERATION TO APPOINT A MEMBER TO THE DEVELOPMENT ADVISORY COMMITTEE FOR THE TRANSIT ORIENTED DEVELOPMENT OVERLAY ZONE PROJECT**

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

**10) CONSIDERATION TO ADOPT A RESOLUTION SUPPORTING SENATE BILL 3 (VIDAK) THAT WOULD ADD SECTION 2704.69 TO THE STREETS AND HIGHWAYS CODE, RELATING TO TRANSPORTATION**

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

**11) UPDATE ON WATER REBATES, INCENTIVES AND GRANTS PROGRAMS FOR RESIDENTS AND BUSINESSES**

This item is placed on the agenda by Councilmember Jaime Soto.

**12) SEWER SYSTEM FOLLOW UP CONCERNS**

This item is placed on the agenda by Councilmember Jaime Soto.

**13) SECURITY CONCERNS REGARDING THE CITY OF SAN FERNANDO'S WATER WELL ON DRONFIELD AVENUE AND HUBBARD STREET**

This item is placed on the agenda by Councilmember Jaime Soto.

**14) DISCUSSION AND REQUEST FOR DIRECTION REGARDING THE DEVELOPMENT OF COMPREHENSIVE DECORUM AND CODE OF CONDUCT POLICY**

Recommend that the City Council discuss and provide direction to City staff to develop a comprehensive decorum and code of conduct policy which can be returned to the City Council within the next 30 to 45 days for discussion, deliberation and possible approval.

**COMMITTEE/COMMISSION LIAISON UPDATES****GENERAL COUNCIL COMMENTS****STAFF COMMUNICATION**

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**ADJOURNMENT**

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

*Elena G. Chávez, CMC*

*City Clerk*

*Signed and Posted: August 14, 2015 (1:00 p.m.)*

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*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk's Office. 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's Office 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 Web Site at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.*

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# **Regular Meeting**

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**AUGUST 3, 2015 – 4:30 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo called the meeting to order at 4:30 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales, Antonio Lopez and Jaime Soto (arrived at 4:36 p.m.)

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**

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

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (4:31 P.M.)**

By consensus, Councilmembers recessed to the following Closed Session:

- A) CONFERENCE WITH LABOR NEGOTIATOR  
G.C. §54957.6  
Designated City Negotiator: City Manager Brian Saeki

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – August 3, 2015**

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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 FACTS AND CIRCUMSTANCES UNKNOWN TO POTENTIAL PLAINTIFFS WHICH MAY CREATE EXPOSURE TO LIABILITY AND/OR ANTICIPATED LITIGATION  
G.C. §54956.9(d)(2) AND §54956.9(e)(1)  
One (1) Matter

**RECONVENE/REPORT OUT FROM CLOSED SESSION (6:04 P.M.)**

City Attorney Olivarez reported the following:

Item A – Regarding San Fernando Public Employees' Association (SEIU, Local 721), Councilmember Soto was not present during the discussion; remaining City Councilmembers gave direction to staff (4-0). Regarding the remaining Bargaining Units, City Council received a briefing, direction was given by entire City Council but no final action was taken.

Item B – The City Council did not discuss this item.

**ADJOURNMENT (6:04 P.M.)**

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to adjourn. By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of August 3, 2015 meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez  
City Clerk*

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**AUGUST 3, 2015 – 6:00 P.M.  
REGULAR MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo called the meeting to order at 6:05 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 Police Explorer Alberto Barragan

**APPROVAL OF AGENDA**

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

**PRESENTATION**

The following presentation was made:

- a) RECOGNITION OF RELAY FOR LIFE EVENT VOLUNTEERS

**PUBLIC STATEMENTS – WRITTEN/ORAL**

Jeanette Ross requested that the City Council support Item No. 9 on the agenda.

John Arroyo said that people have to go outside of the City to shop and he talked about graffiti issues.

**SAN FERNANDO CITY COUNCIL****MINUTES – August 3, 2015****Page 2**

John Blue said he has not heard back from staff regarding his idea to open an urgent care hospital for large animals.

Benita Rivera said there are City trees next to her home that have not been trimmed for many years and both she and a neighbor always have to pick up the leaves and debris.

Richard Arroyo talked about Item No. 11 and said that the City of Los Angeles has a campaign to stop illegal fireworks.

Miguel Montanez had questions and offered suggestions pertaining to the sewer item on the agenda.

Cindy Montanez also talked about the sewer system item, had questions for staff, and is looking forward to hearing the details.

Pilar Enriquez talked about the Starbucks parking lot (and the bad traffic situation) and asked that we pay attention to the issue.

**CONSENT CALENDAR**

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

- 1) REQUEST TO APPROVE MINUTES OF JULY 20, 2015 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 15-081 APPROVING THE WARRANT REGISTER
- 3) UPDATE REGARDING THE CITY'S LIVING WAGE ORDINANCE
- 4) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION POLICE MANAGEMENT UNIT AND ADOPT A RESOLUTION FOR IMPLEMENTING THE COST-SHARING FOR EMPLOYER PAID MEMBER CONTRIBUTIONS
- 5) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING A FOUR-YEAR EXECUTIVE COMPENSATION PLAN FOR DEPARTMENT HEAD CLASSIFICATIONS AND ADOPT A RESOLUTION IMPLEMENTING COST-SHARING FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

By consensus, the motion carried.

**ADMINISTRATIVE REPORTS**

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

**SAN FERNANDO CITY COUNCIL****MINUTES – August 3, 2015****Page 3****10) APPOINTMENT TO THE PARKS, WELLNESS, AND RECREATION COMMISSION**

Councilmember Jaime Soto introduced Yolanda Haro and made a motion to appoint her as his representative to the Parks, Wellness, and Recreation Commission. The motion was seconded by Vice Mayor Ballin and was approved by unanimous consent.

**PUBLIC HEARING****6) CONSIDERATION OF FISCAL YEAR 2015-2016 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT PUBLIC HEARING AND CONFIRMATION OF ASSESSMENT**

Deputy City Manager/Public Works Director Chris Marcarello presented the staff report and replied to questions from Councilmembers.

Mayor Fajardo opened the Public Hearing and called for public testimony. There being no comments, he closed the public comment portion of the Hearing.

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

- a) Adopt Resolution No. 7685 ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and
- b) Adopt Resolution No. 7686 approving the Final Engineer's Report for the FY 2015-2016 Landscaping and Lighting Assessment District.

The motion carried with the following vote:

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

**7) CONSIDERATION OF THE REGIONAL CONGESTION MANAGEMENT PROGRAM (CMP) SELF-CERTIFICATION AND ADOPTION OF THE CITY'S 2015 CMP LOCAL DEVELOPMENT REPORT**

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

Mayor Fajardo declared the Public Hearing open.

Jesse Avila said it seemed as if someone was looking for something to fit their agenda while jeopardizing the loss of money and suggested learning about the item first.

There being no further comments, Mayor Fajardo closed the public comment portion of the Hearing.

**SAN FERNANDO CITY COUNCIL****MINUTES – August 3, 2015****Page 4**

Motion by Councilmember Lopez, seconded by Vice Mayor Ballin, to adopt Resolution No. 7694 certifying that the City of San Fernando is in conformance with the Congestion Management Program (CMP) for Los Angeles County, and approving the City's 2015 CMP Local Development Report for the reporting period from June 1, 2014 to May 31, 2015.

The motion carried with the following vote:

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

**ADMINISTRATIVE REPORTS**

8) OVERVIEW OF CITY'S SANITARY SEWER MANAGEMENT PLAN AND CONSIDERATION TO AUTHORIZE INITIATING CLOSED CAPTIONED TELEVISION INSPECTION/CLEANING SERVICES

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

Deputy City Manager/Public Works Director Marcarello introduced Yazdan T. Emrani (Hall and Foreman) and Lou LeBlanc (retired Engineer from the City of Glendale) who also replied to questions from Councilmembers.

Discussion ensued amongst Councilmembers, staff, and consultants.

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

- a) Authorize the City Manager to execute a contract amendment with Performance Pipeline Technologies, in an amount not-to-exceed \$225,000 for closed captioned television (CCTV) and cleaning services for approximately 164,000 linear feet of the City's sanitary sewer system, including a 10% contingency (\$20,000) for unforeseen circumstances that may arise; and
- b) Authorize the City Manager to execute a contract amendment with Hall and Foreman, in an amount not-to-exceed \$90,000 for independent third-party review services of CCTV information and integrating CCTV information into the City's geographic information services system.

The motion carried with the following vote:

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

9) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE SAN FERNANDO CHILE FESTIVAL

**SAN FERNANDO CITY COUNCIL****MINUTES – August 3, 2015****Page 5**

Vanessa Ceballos and Julie Cardoso (San Fernando Mall Association) and Recreation and Community Services Director Ismael Aguila provided information regarding the proposed festival and replied to questions from Councilmembers.

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

- a) Approve City co-sponsorship of the San Fernando Chile Festival with the San Fernando Mall Association;
- b) Approve the use of the City Seal on San Fernando Chile Festival marketing material; and
- c) Approve waiving special event fees for implementation of the San Fernando Chile Festival Event.

By consensus, the motion carried.

**11) OVERVIEW OF APPLICABLE LAW AUTHORIZING THE IMPOSITION OF FINES FOR THE DISCHARGE OF FIREWORKS**

City Attorney Olivarez gave the staff report. He and Police Chief Anthony Vairo replied to questions from Councilmembers.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to direct staff to return within the next 30 to 45 days with an Ordinance modifying Chapter 38 and setting forth a revised fining schedule. By consensus, the motion carried.

**12) DISCUSSION PERTAINING TO THE CITY OF SAN FERNANDO CORRESPONDENCE STANDARDIZATION PROJECT**

City Manager Saeki gave the staff report and each Councilmember provided feedback and comments.

Motion by Councilmember Gonzales, seconded by Councilmember Lopez, to standardize all City correspondence. The motion carried with the following vote:

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

**COMMITTEE/COMMISSION LIAISON UPDATES**

Councilmember Soto gave an update regarding the Transit Oriented District meeting tomorrow night and encouraged everyone to attend.

Councilmember Gonzales said that he has been elected as the executive board secretary to the Independent Cities Association and gave an update regarding their last meeting.

**SAN FERNANDO CITY COUNCIL****MINUTES – August 3, 2015****Page 6**

Councilmember Lopez gave an update regarding the Southern California Association of Governments transportation sub-committee meeting that he attended.

Vice Mayor Ballin gave an update regarding the Metropolitan Water District meeting she attended.

By consensus, Councilmembers agreed with Mayor Fajardo's suggestion to reach out to Governor Jerry Brown (or key Assembly Members) to invite them to the City and to demonstrate the impact of the High-Speed Rail. He also requested that staff bring back a resolution in support of the Vidak Senate Bill regarding the High-Speed Rail.

**GENERAL COUNCIL COMMENTS**

Councilmember Gonzales said some of our older City structures need a facelift/repainting (i.e., Mission City Bikepath and the bus shelter at Glenoaks and Brand Boulevards). He thanked everyone for reaching out to him regarding the passing of his father.

Councilmember Lopez thanked staff for the great work they're doing and the work they put into their reports.

Councilmember Soto talked about his recent newsletter and that the public has been motivating him with compliments. He hopes that a female will be considered to fill the seat on the Transit Oriented District (TOD).

Vice Mayor Ballin read a lengthy statement that addressed her concerns regarding the recent newsletter published by Councilmember Soto.

Mayor Fajardo agreed with the need to diversify the TOD and said is considering appointing a female to the committee. He also agreed that Councilmember Soto's newsletter is inaccurate and problematic and also does not want his name listed on it. He said it's very easy to point out problems but has yet to hear any solutions as to where the millions of dollars will come from to fix the streets and sewers.

Councilmember Soto said his newsletter is accurate and carefully worded and that he is not intimidated by empty threats or lawsuits (he will continue to be truthful and transparent to the community).

In response to Councilmembers' concerns, City Attorney Olivarez said he would have to look into whether Councilmember Soto may continue to use the City Seal on his newsletters but there isn't anything in the City Code that prevents Councilmember Soto from listing Councilmembers' names on it.

**STAFF COMMUNICATION**

None

**SAN FERNANDO CITY COUNCIL****MINUTES – August 3, 2015****Page 7****ADJOURNMENT (9:14 P.M.)**

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

*I do hereby certify that the foregoing is a true and correct copy of the minutes of August 3, 2015, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez*  
*City Clerk*

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**AUGUST 6, 2015 – 8:00 A.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 8:00 a.m.

Present:

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

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

Absent: Councilmember Jaime Soto

**PLEDGE OF ALLEGIANCE**

Led by Mayor Fajardo

**APPROVAL OF AGENDA**

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

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (8:01 A.M.)**

By consensus, Councilmembers recessed to the following Closed Session:

- A) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:  
Significant exposure to litigation pursuant to California Government Code Sections §54956.9(d)(2) and §54956.9(e)(3)  
One (1) potential case

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – August 6, 2015**

**Page 2**

**RECONVENE FROM CLOSED SESSION (8:33 A.M.)**

City Attorney Olivarez reported that there was a need to add a “walk-on” item to the Closed Session agenda. He reported that the item came to staff’s attention after the agenda was posted and there is an immediate need to take action because it involves potential litigation and the City Council must make a decision regarding the matter.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to add the item to the Closed Session agenda. By consensus, the motion carried.

**RECESS TO CLOSED SESSION (8:33 A.M.)**

By consensus, Councilmembers again recessed to Closed Session.

**RECONVENE/REPORT OUT FROM CLOSED SESSION (9:08 A.M.)**

City Attorney Olivarez again reported that the City Council added an item to the Closed Session (as stated above). He stated that rather than being one potential case, there are two potential cases and both fall under specific Government Code Sections (listed below).

- A) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:  
Significant exposure to litigation pursuant to California Government Code Sections §54956.9(d)(2) and §54956.9(e)(3)  
Two (2) potential cases

First potential case – City Council received a briefing from staff and the City Attorney. Direction was given but no final action was taken.

Second potential case – City Council received a briefing from the City Attorney. Direction was given to the City Attorney in terms of the next steps and how to manage this particular matter.

There was nothing further to report.

**ADJOURNMENT (9:08 A.M.)**

By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of August 6, 2015 meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez  
City Clerk*



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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Brian Saeki, City Manager  
By: Nick Kimball, Finance Director

**Date:** August 17, 2015

**Subject:** Consideration to Adopt Resolution No. 15-082 Approving the Warrant Register

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 15-082 (Attachment "A") approving the Warrant Register.

### **BACKGROUND:**

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

The Finance Director 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 Finance Director 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. 15-082

**ATTACHMENT "A"**

**RESOLUTION NO. 15-082**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 15-082**

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

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

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

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Joel Fajardo, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of August, 2015, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**EXHIBIT "A"**

vchlist **Voucher List** Page: 1  
 08/14/2015 11:15:21AM CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110910	8/17/2015	100020 A.G.O.P. SURPLUS STORES	11122		UNIFORMS 001-222-0000-4300	326.20
			11123		UNIFORMS 001-222-0000-4300	398.59
			11126		UNIFORM 001-222-0000-4300	138.92
					<b>Total :</b>	<b>863.71</b>
110911	8/17/2015	100050 ACE INDUSTRIAL SUPPLY	1439358		CLOTH DUCT TAPE 041-320-0000-4300	131.34
					<b>Total :</b>	<b>131.34</b>
110912	8/17/2015	100070 ADVANCED ELECTRONICS INC.	0153366-IN		PTP LINK RENTAL - AUG 2015 001-420-0000-4260	272.50
			0153367-IN	11239	COMPUTER MAINTENANCE - AUG 2015 001-135-0000-4260	6,564.63
					<b>Total :</b>	<b>6,837.13</b>
110913	8/17/2015	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES 001-150-0000-4220	58.28
			460851202		001-140-0000-4220 PD CELL PHONES	5.37
			561407019		001-222-0000-4220 CITY YARD CELL PHONE & USB MODEM	114.11
					070-384-0000-4220	55.67
					001-390-0000-4220	22.74
					001-320-0000-4220	22.74
					072-360-0000-4220	0.25
					001-130-0000-4220	33.18
			660629692		VARIOUS CELL PHONES 001-106-0000-4220	40.56
					070-384-0000-4220	81.07
					001-420-0000-4220	39.83
			870422920		PD CELL PHONES AND MDT MODEMS 001-222-0000-4220	965.82
					001-152-0000-4220	114.03

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110913	8/17/2015	100101 100101 VERIZON WIRELESS-LA	(Continued)			<b>Total : 1,553.65</b>
110914	8/17/2015	100143 ALONSO, SERGIO	JULY 2015		MMAPI INSTRUCTOR 109-424-3638-4260	1,600.00
					<b>Total :</b>	<b>1,600.00</b>
110915	8/17/2015	100184 ANDERSON TROPHY CO.	133392		BASKETBALL TROPHIES 017-420-1328-4300	97.77
					<b>Total :</b>	<b>97.77</b>
110916	8/17/2015	100222 ARROYO BUILDING MATERIALS, INC	149710		SIDEWALK REPAIR - GLENOAKS & MA 001-311-0000-4300	184.14
			149731		RETURN OF EXTRA CEMENT 001-311-0000-4300	-26.46
			150803		SIDEWALK REPAIR - 620 HAGAR 070-383-0000-4260	115.57
					<b>Total :</b>	<b>273.25</b>
110917	8/17/2015	100405 BONANZA CONCRETE, INC.	49391		DRIVEWAY APPROACH - 305 ORANGE 011-311-0000-4600	560.64
			49405		SIDEWALK REPAIR - 209 CHATSWORTH 011-311-0000-4600	801.54
					<b>Total :</b>	<b>1,362.18</b>
110918	8/17/2015	100676 R. E. CHARLES PLUMBING, INC.	17150		REPLACED BOTH AMERICAN STANDAF 043-390-0000-4330	631.15
			17152		CLEARED URINAL @ BASEBALL FIELD 043-390-0000-4330	187.50
			17160		CLEARED TOILET STOPPAGE IN MEN'S 043-390-0000-4330	125.00
					<b>Total :</b>	<b>943.65</b>
110919	8/17/2015	100805 COOPER HARDWARE INC.	96424		WASTE TANK CONNECTION 070-384-0000-4330	40.30
			96470		SPECIAL OLYMPICS MALL BANNER 001-341-0301-4300	20.88
			96515		MAT'LS FOR LP PARK HOT WATER REF 043-390-0000-4300	66.44

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110919	8/17/2015	100805 100805 COOPER HARDWARE INC.	(Continued)			Total :	127.62
110920	8/17/2015	100979 DOCTOR DIESEL	15-247		FUEL SERVICE - 07/23/15 041-320-0000-4450	Total :	560.00 560.00
110921	8/17/2015	101004 DUNN-EDWARDS CORPORATION	2030346907		CITY HALL FINANCE WALL PATCH 043-390-0000-4300	Total :	92.29 92.29
110922	8/17/2015	101147 FEDEX	5-106-29974		COURIER SERVICE 001-190-0000-4280	Total :	217.26 217.26
110923	8/17/2015	101302 VERIZON	8181811075		CITY HALL PAGING 001-190-0000-4220	Total :	40.86
			8183612385		MTA PHONE LINE 007-440-0441-4220	Total :	105.53
			8183616728		ENGINEERING FAX LINE 001-190-0000-4220	Total :	51.97
			8183617825		HERITAGE PARK IRRIG SYSTEM 001-310-0000-4220	Total :	21.30
			8183655097		PD NARCOTICS VAULT 001-420-0000-4220	Total :	52.49
			8188372296		VARIOUS CITY HALL PHONE LINES 001-222-0000-4220	Total :	20.93
			8188377174		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	Total :	292.99
			8188987385		PD SPECIAL PROBLEMS 001-222-0000-4220	Total :	20.92
					LP FAX LINE 001-420-0000-4220	Total :	26.52 633.51
110924	8/17/2015	101376 GRAINGER, INC.	9777580904		VALVE - CNG STATION 001-320-3661-4400	Total :	59.82
			9778389834		COMPRESSOR OIL - CNG STATION 001-320-3661-4400	Total :	576.23
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
110924	8/17/2015	101376 GRAINGER, INC.	(Continued) 9781428926		COMPLETE VALVE UNIT - CNG STATION 041-320-3661-4400	Total :	1,522.16 2,158.21
110925	8/17/2015	101434 GUZMAN, JESUS ALBERTO	JULY 2015		MMAP INSTRUCTOR 109-424-3638-4260	Total :	3,300.00 3,300.00
110926	8/17/2015	101512 HDL, COREN & CONE	0021673-IN		CONTRACT SERVICES PROPERTY TAX 001-130-0000-4270	Total :	1,375.00 1,375.00
110927	8/17/2015	101528 THE HOME DEPOT CRC, ACCT#603532202490	3074286		REPLACE A/C UNIT IN ELECTRICAL ROOM 043-390-0000-4300	Total :	190.34
			5020508		HI-LIFT LEVEL, PIPE CLAMP STRUT, SC 070-383-0301-4300	Total :	94.74
			5073978		REPLACE MINI BLINDS & LIGHT BULBS 043-390-0000-4300	Total :	134.39
			6571965		FACILITY RENTAL SUPPLIES 001-424-0000-4300	Total :	89.64
			9573841		OUTLET 041-320-0000-4320	Total :	10.38 519.49
110928	8/17/2015	101599 IMAGE 2000 CORPORATION	VN466530		VARIOUS COPIERS CONTRACT USAGE 103-420-0000-4260	Total :	3.77
					104-420-0000-4260	Total :	3.77
					001-190-0000-4320	Total :	336.36
					001-420-0000-4260	Total :	75.10
					072-360-0000-4450	Total :	26.90
					001-190-0000-4320	Total :	57.40
					001-420-0000-4260	Total :	8.79
			VN466800		RISO INK 001-420-0000-4320	Total :	196.49 708.58
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110929	8/17/2015	101647 INTERSTATE BATTERY	30063633		BATTERIES			
			30063719		041-1215		232.93	
					BATTERIES			
					041-1215		304.30	
					<b>Total :</b>		<b>537.23</b>	
110930	8/17/2015	101709 AV EQUIPMENT RENTAL INC.	105072.1.6		REPLACE & INSTALL NEW LIGHT CORN			
					070-383-0000-4400		727.38	
					<b>Total :</b>		<b>727.38</b>	
110931	8/17/2015	101768 KIMBALL-MIDWEST	4301670		LIQUID TAPE - PW0246			
			4338544		001-320-0383-4400		15.69	
			4338557		REPLACEMENT GLOVES FOR ELEC DI			
					027-344-0301-4300		78.44	
					MISC SUPPLIES			
					041-1215		660.79	
					<b>Total :</b>		<b>754.92</b>	
110932	8/17/2015	101772 KING'S BRAKE AND PIONEER TIRE	005417		REPL HARMONIC BALANCER, CRANK			
			005442		029-335-0000-4400		364.30	
					CHARGE A/C CLEAN THROTTLE BODY			
					041-320-0371-4400		253.29	
					<b>Total :</b>		<b>617.59</b>	
110933	8/17/2015	101852 LARRY & JOE'S PLUMBING	2648982-0001-02		REC PARK TOILET SPUD GASKETS & T			
					043-390-0000-4300		31.83	
					<b>Total :</b>		<b>31.83</b>	
110934	8/17/2015	101929 LINGO INDUSTRIAL ELECTRONICS	32251		TRAFFIC SIGNAL KNOCKDOWN - LED			
			32255		001-371-0301-4300		1,188.10	
			32259		KNOCK DOWN REPLACEMENT - HUBB.			
					001-371-0301-4300		1,006.07	
					REPLACEMENT OF POWER SUPPLIES			
					001-371-0301-4300		582.06	
					<b>Total :</b>		<b>2,776.23</b>	
110935	8/17/2015	101982 COUNTY OF LOS ANGELES	2015-2016		SFVCOG FY2015/2016 DUES			
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110935	8/17/2015	101982 COUNTY OF LOS ANGELES	(Continued)		001-190-0000-4380		12,500.00	
					<b>Total :</b>		<b>12,500.00</b>	
110936	8/17/2015	102023 LOS ANGELES TIMES	10005456710		1 YEAR SUBSCRIPTION			
					001-225-0000-4350		197.60	
					<b>Total :</b>		<b>197.60</b>	
110937	8/17/2015	102201 MIERZYNSKI, IRMGARD	MAY-JUNE 2015		LINE DANCE INSTRUCTOR			
					017-420-1339-4260		73.50	
					<b>Total :</b>		<b>73.50</b>	
110938	8/17/2015	102226 MISSION LINEN & UNIFORM	500573159		LAUNDRY			
			500599290		001-225-0000-4350		87.18	
			500623006		LAUNDRY			
			500644586		001-225-0000-4350		115.47	
					LAUNDRY			
					001-225-0000-4350		87.18	
					LAUNDRY			
					001-225-0000-4350		115.47	
					<b>Total :</b>		<b>405.30</b>	
110939	8/17/2015	102303 NACHO'S ORNAMENTAL SUPPLY	INV058076		LOPEZ HOUSE NICHE			
			INV059078		043-390-0000-4300		22.60	
			INV059228		WELDING MATERIALS			
					043-390-0000-4300		20.95	
					NCIHE BASE FABRICATING			
					043-390-0000-4300		40.07	
					<b>Total :</b>		<b>83.62</b>	
110940	8/17/2015	102366 NEUMANN, DWIGHT PH.D.	TODDN84715		INTERPRETOR SERVICES FOR TOD			
					001-150-0000-4270		200.00	
					<b>Total :</b>		<b>200.00</b>	
110941	8/17/2015	102432 OFFICE DEPOT	1809053168		LP PARK SUPPLIES			
			1809065564		001-420-0000-4300		84.24	
					PHONE CORDS			
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110941	8/17/2015	102432 OFFICE DEPOT	(Continued)			
			1813519725		001-222-0000-4300 DAY CAMP SUPPLIES	8.97
			1814450127		017-420-1399-4300 HIGHLIGHTERS, MARKERS, INDEX CAI	109.25
			1816453661		001-222-0000-4300 LP PARK SUPPLIES	71.10
			1819761723		001-422-0000-4300 CERTIFICATE SEALS	629.29
			779804277001		001-101-0000-4300 SELF INK STAMPS	27.57
			779905848001		041-320-0000-4300 DIVIDERS, ENVELOPES	149.98
			779905870001		001-222-0000-4300 PHONE CORD	173.39
			780746842001		001-222-0000-4300 LIQUID DISH SOAP AND INK CARTRIDG	7.10
			780747052001		001-370-0000-4300 SCISSORS	59.78
			780747053001		043-390-0000-4300 MOUSE PAD	13.90
			781124000001		001-370-0000-4300 CHAIRMAT AND CALENDAR	6.03
			781335916001		001-222-0000-4300 COVER REPORTS, GREEN PAPER, ADI	111.08
			781513278001		001-130-0000-4300 PEN REFILL	126.44
			781513330001		001-222-0000-4300 CHAIR MAT	17.02
			782459663001		001-222-0000-4300 TONER/MARKERS/PENS	74.45
			782459973001		001-105-0000-4300 RULER	281.31
			782501818001		001-105-0000-4300 (3) TELEPHONES FOR PD	5.25
					001-222-0000-4300	40.11
					001-135-0000-4300	102.92

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110941	8/17/2015	102432 OFFICE DEPOT	(Continued)			
			783191630001		070-381-0000-4300 PAPER, FOLDERS, COFFEE, GREEN TE	101.43
			783191817001		NOTE PADS	
			783212223001		001-370-0000-4300	8.20
			783226532001		PENS, FOLDERS, SHEET PROTECTOR	
			783383691001		001-115-0000-4300 CARTRIDGES	108.02
			783383809001		001-152-0000-4300 SPRAY BOTTLES, PHONE ORGANIZER	239.38
			783514979001		001-222-0000-4300 COPY PAPER	60.08
			783515021001		001-222-0000-4300 TONER, POST IT NOTES	246.31
					001-222-0000-4300 SUPPLIES	107.23
					001-222-0000-4300	72.92
					<b>Total :</b>	<b>3,042.75</b>
110942	8/17/2015	102443 OKAFOR, MICHAEL	REIMB.		MILEAGE REIMB	
					001-106-0000-4390	23.39
					<b>Total :</b>	<b>23.39</b>
110943	8/17/2015	102624 PITNEY BOWES	416156		MAINTENANCE FOR FOLDING MACHIN	
					070-381-0000-4320	337.35
					072-360-0000-4320	337.35
					<b>Total :</b>	<b>674.70</b>
110944	8/17/2015	102666 PREFERRED DELIVERY SYSTEMS INC	549-123		COURIER SERVICE	
					001-222-0000-4260	206.00
					<b>Total :</b>	<b>206.00</b>
110945	8/17/2015	102688 PROFESSIONAL PRINTING CENTERS	28641		PRINTING OF TOD FLIERS	
			8346		001-150-0000-4270	469.76
					PHASE II MANDATORY CONS & WATER	
					070-384-0000-4430	1,289.91

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110945	8/17/2015	102688	102688 PROFESSIONAL PRINTING CENTERS (Continued)				<b>Total : 1,759.67</b>
110946	8/17/2015	102803	RED WING SHOE STORE	2330000016898			
				11243	SAFETY SHOES FOR PUBLIC WORKS F	650.96	
				11243	070-383-0000-4310	372.65	
				11243	070-384-0000-4310	193.41	
				11243	072-360-0000-4310	311.33	
				11243	001-310-0000-4310	146.22	
				11243	041-320-0000-4310	179.26	
				11243	001-346-0000-4310	575.51	
				11243	043-390-0000-4310	150.95	
				11243	001-371-0000-4310		<b>Total : 2,580.29</b>
110947	8/17/2015	102930	ROYAL WHOLESALE ELECTRIC	8901-716855			
					STREET LIGHT PARTS REPLACEMENT	376.05	
					027-344-0301-4300		<b>Total : 376.05</b>
110948	8/17/2015	102932	RUBEN'S UPHOLSTERY	1725			
					REPAIR SEAT - WA4416	154.75	
					070-381-0000-4400		<b>Total : 154.75</b>
110949	8/17/2015	103010	SAM'S CLUB DIRECT, #0402465855179	8574			
					BREAK ROOM SUPPLIES	376.92	
					001-222-0000-4300		<b>Total : 376.92</b>
110950	8/17/2015	103045	SAN FER. MALL DOWNTOWN ASSOC.	APRIL-JULY 2015			
					REIMB. FOR PARKING & BUSINESS	7,463.38	
					001-2260		<b>Total : 7,463.38</b>
110951	8/17/2015	103057	SAN FERNANDO VALLEY SUN	9337			
				9350	TOD PUBLICATION	2,107.39	
					001-150-0000-4230		
					ORD NO 1643 1ST READING	106.25	
					001-115-0000-4230		<b>Total : 2,213.64</b>
110952	8/17/2015	103184	SMART & FINAL	176534			
				179383	LP SUPPLIES	172.32	
					004-2380		
					PROGRAM SUPPLIES		
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110952	8/17/2015	103184	SMART & FINAL (Continued)				
					115-422-3750-4300	109.50	
							<b>Total : 281.82</b>
110953	8/17/2015	103202	SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675			
					ELECTRIC - VARIOUS LOCATIONS	10,079.54	
					001-420-0000-4210		<b>Total : 10,079.54</b>
110954	8/17/2015	103218	SOLIS, MARGARITA	1-10			
					PETTY CASH REIMB	44.46	
					001-150-0000-4300	38.88	
					001-225-0000-4350	12.00	
					001-310-0000-4300	245.45	
				110-111	017-420-1399-4300		
					PETTY CASH REIMB	1.75	
					001-101-0103-4380	40.00	
					017-420-1399-4300		<b>Total : 382.54</b>
110955	8/17/2015	103250	STANLEY PEST CONTROL	734865			
					PEST CONTROL @ PD	94.00	
					043-390-0000-4260		<b>Total : 94.00</b>
110956	8/17/2015	103413	TRANS UNION LLC	07508125			
					CREDIT CHECKS	26.59	
					001-222-0000-4260		<b>Total : 26.59</b>
110957	8/17/2015	103439	UPS	831954315			
					COURIER SERVICE	101.02	
					001-190-0000-4280		<b>Total : 101.02</b>
110958	8/17/2015	103444	ULTRA GREENS, INC	55750			
					MALL PLANTS	61.04	
					001-346-0301-4300		<b>Total : 61.04</b>
110959	8/17/2015	103445	UNDERGROUND SERVICE ALERT	720150682			
					(30) USA DIGALERT TICKETS	45.00	
					070-381-0000-4260		<b>Total : 45.00</b>
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110960	8/17/2015	103503 UNITED STATES POSTAL SERVICE	15122187		REIMBURSEMENT OF POSTAGE MACH 001-190-0000-4280	1,500.00	
					<b>Total :</b>	<b>1,500.00</b>	
110961	8/17/2015	103534 VALLEY LOCKSMITH	2890		REC PARK LOCK & DOOR REPAIRS 043-390-0000-4330	78.00	
					<b>Total :</b>	<b>78.00</b>	
110962	8/17/2015	103603 VULCAN MATERIALS COMPANY	70837262		AGG BASE 011-311-7510-4300	886.70	
			70837263		COLD MIX 011-311-7510-4300	1,459.66	
					<b>Total :</b>	<b>2,346.36</b>	
110963	8/17/2015	103716 WORKBOOT WAREHOUSE	1-18942		SAFETY BOOTS 043-390-0000-4310	181.49	
					<b>Total :</b>	<b>181.49</b>	
110964	8/17/2015	103716 WORKBOOT WAREHOUSE	4-12957		SAFETY BOOTS 072-360-0000-4310	161.87	
			4-13064		SAFETY BOOTS 072-360-0000-4310	136.25	
					<b>Total :</b>	<b>298.12</b>	
110965	8/17/2015	103816 CHAVEZ, ELENA	REIMB.		MILEAGE REIMB 001-115-0000-4390	43.11	
					<b>Total :</b>	<b>43.11</b>	
110966	8/17/2015	103903 TIME WARNER CABLE	84482005400010518		CABLE 07/29/15-08/28/15 001-420-0000-4260	200.47	
			8448200540010328		CABLE 08/05/15-09/04/15 001-190-0000-4220	113.66	
					<b>Total :</b>	<b>314.13</b>	
110967	8/17/2015	103910 MONTGOMERY HARDWARE COMPANY	201001DS		LOUVER FOR REC PARK RESTROOM [E 043-390-0000-4300	69.05	
					<b>Total :</b>	<b>69.05</b>	
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110968	8/17/2015	887270 AMERICAN TRANSPORTATION SYSTEM	52725		BUS TRIP TO BUENA PARK 001-424-0000-4430	866.72	
			52780		BUS TRIP TO LA PLAZA 004-2359	497.48	
					<b>Total :</b>	<b>1,364.20</b>	
110969	8/17/2015	887422 NORTHERN SAFETY CO., INC.	901531792		SAFETY SUPPLIES 043-390-0000-4310	202.91	
					<b>Total :</b>	<b>202.91</b>	
110970	8/17/2015	887568 TRANS TECH	011334		INSPECT & SERVICE TRANS - WA4470 070-384-0000-4400	221.40	
					<b>Total :</b>	<b>221.40</b>	
110971	8/17/2015	887952 J. Z. LAWMOWER SHOP	10749		EQUIP MAINTENANCE 043-390-0000-4300	60.00	
			10750		EQUIP MAINTENANCE 043-390-0000-4300	60.94	
			12053		TREE TOOL MAINTENANCE 001-346-0000-4320	755.46	
			12054		EQUIPMENT MAINT 043-390-0000-4300	26.30	
			12055		EQUIP MAINT 043-390-0000-4300	6.00	
					<b>Total :</b>	<b>908.70</b>	
110972	8/17/2015	888075 DATAMATIC, INC.	SRV000744		HANDHELD METER READING MAINT - : 070-381-0000-4320	395.08	
					<b>Total :</b>	<b>395.08</b>	
110973	8/17/2015	888241 UNITED SITE SERVICES OF CA INC	114-3117175		PORTABLE TOILET RENTAL - REC PARI 001-420-0000-4260	143.90	
			114-3157873		PORTABLE TOILET RENTAL@ 501 FIRS 043-390-0000-4260	550.04	
			114-3166283		PORTABLE TOILET RENTAL @ LAYNE F 043-390-0000-4260	379.22	
					<b>Total :</b>	<b>1,073.16</b>	
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110974	8/17/2015	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINES 007-440-0441-4220	32.62	
					<b>Total :</b>	<b>32.62</b>	
110975	8/17/2015	888254 MCCALLA COMPANY	24346		GLOVES 001-222-0000-4300	495.26	
					<b>Total :</b>	<b>495.26</b>	
110976	8/17/2015	888356 ADVANCED AUTO REPAIR BODY &	1263		THERMOSTAT HOUSING GASKET - PW 029-335-0000-4400	104.98	
			1265		REPL ENGINE MOUNT; REPL EXHAUST 041-320-0225-4400	236.97	
			1266		REPL WINDOW REGULATOR - PD6499 041-320-0224-4400	147.27	
			1267		REPL FUEL PUMP AND CRANK SENSO 029-335-0000-4400	536.33	
					<b>Total :</b>	<b>1,025.55</b>	
110977	8/17/2015	888390 WEST COAST ARBORISTS, INC.	107058		PO# 11136 - GRID PRUNING 011-311-0000-4260	23,069.00	
			107208	11253	TREE TRIMMING SERVICES 011-311-0000-4260	27,078.70	
					<b>Total :</b>	<b>50,147.70</b>	
110978	8/17/2015	888646 HD SUPPLY WATER WORKS, LTD	E218973		FIRE HYDRANT SUPPLIES 070-383-0301-4300	1,535.16	
			E243105		FIRE HYDRANT SUPPLIES 070-383-0301-4300	365.33	
					<b>Total :</b>	<b>1,900.49</b>	
110979	8/17/2015	888705 WEST COAST TOURS	1152		SENIOR CLUB TRIP TO SOLVANG & AM 004-2384	7,150.00	
					<b>Total :</b>	<b>7,150.00</b>	
110980	8/17/2015	888800 BUSINESS CARD	072115		MEMBERSHIP DUES 001-105-0000-4380	400.00	
			072215		ICMA CONFERENCE REGISTRATION		
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110980	8/17/2015	888800 BUSINESS CARD	(Continued)		001-105-0000-4370	520.00	
			072215		001-310-0000-4380	720.00	
			072315		ICMA MEMBERSHIP 001-105-0000-4380	1,400.00	
			072315		WOMEN'S EMPOWERMENT DAY CONF 001-101-0101-4370	45.00	
			072315		MEMBERSHIP DUES FY15/16 001-101-0101-4380	75.00	
			072815		ICMA CONFERENCE SHUTTLE SERVIC 001-105-0000-4370	49.00	
					001-310-0000-4380	49.00	
			072915		KVM SWITCH FOR ADMIN 001-105-0000-4300	24.04	
			073015		DAY CAMP FIELD TRIP TICKETS 017-420-1399-4300	1,637.22	
			073015		ICMA CONFERENCE AIRFARE 001-105-0000-4370	206.20	
					001-310-0000-4380	206.20	
			080315		AD SPACE FOR RCS DEPT 017-420-1395-4260	6.00	
			080315		DISPLAY PORT FOR PCS 001-222-0000-4300	67.50	
			080315		NRPA CONFERENCE REGISTRATION 001-420-0000-4360	610.00	
			080415		ACCESSORIES FOR COP'S SURFACE 001-222-0000-4320	45.75	
			72215		ICMA MEMBERSHIP DUES 001-310-0000-4380	1,124.00	
					<b>Total :</b>	<b>7,184.91</b>	
110981	8/17/2015	888957 PROGRESSIVE SOLUTIONS INC.	36879		RECEIPT PRINTER & CASH DRAWER		
				11235	001-222-0000-4300	1,145.00	
				11235	001-135-0000-4260	1,984.14	
				11235	001-222-0000-4300	130.36	
					001-222-0000-4300	108.78	
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110981	8/17/2015	888957 888957 PROGRESSIVE SOLUTIONS INC.	(Continued)				<b>Total : 3,368.28</b>
110982	8/17/2015	889037 AT&T MOBILITY	875587443		MODEM FOR MESSAGE BOARD 001-310-0000-4220	64.50	<b>Total : 64.50</b>
110983	8/17/2015	889056 CALLEROS, MARIA	REIMB.		REIMB OF MISC EXPENSES OF PARK 001-423-0000-4260 017-420-1337-4300 004-2359	20.00 44.47 42.45	<b>Total : 106.92</b>
110984	8/17/2015	889118 LDI COLOR TOOLBOX	1012962		COPIES & MAINT CONTRACT 001-222-0000-4260	92.30	<b>Total : 92.30</b>
110985	8/17/2015	889121 EDGESOFT, INC.	2879		ANNUAL MAINTENANCE CONTRACT 001-135-0000-4260	17,500.00	<b>Total : 17,500.00</b>
110986	8/17/2015	889149 STAPLES BUSINESS ADVANTAGE	8035322099		KITCHEN SUPPLIES 001-190-0000-4300	237.15	<b>Total : 237.15</b>
110987	8/17/2015	889345 BSN SPORTS INC	6365848 97071550		EXECRISE EQUIPMENT 017-420-1337-4300 SOFTBALL EQUIPMENT 017-420-1328-4300	749.50 576.99	<b>Total : 1,326.49</b>
110988	8/17/2015	889532 GILMORE, REVA.A.	07/25/15 - 08/07/15		FOOD SERVICE MANAGER 115-422-3750-4270 115-422-3752-4270	591.50 97.50	<b>Total : 689.00</b>
110989	8/17/2015	889533 MARTINEZ, ANITA	07/25/15 - 08/07/15		FOOD SERVICE INTAKE CLERK 115-422-3750-4270	180.00	
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110989	8/17/2015	889533 889533 MARTINEZ, ANITA	(Continued)				<b>Total : 180.00</b>
110990	8/17/2015	889535 GOMEZ, GILBERT	07/25/15 - 08/07/15		HDM DRIVER 115-422-3752-4270 115-422-3752-4390	162.00 46.80	<b>Total : 208.80</b>
110991	8/17/2015	889592 CUELLAR, JIMMY KYLE	JULY 2015		MMAPI INSTRUCTOR 109-424-3638-4260	1,150.00	<b>Total : 1,150.00</b>
110992	8/17/2015	889602 RESPOND SYSTEMS	98415		GLOVES FOR TRASH REMOVAL 001-346-0000-4310	216.91	<b>Total : 216.91</b>
110993	8/17/2015	889611 MORRISON MANAGEMENT SPECIALIST	18845201573101		LP SENIOR MEALS - JULY 2015 115-422-3750-4260 115-422-3752-4260	4,837.50 2,668.50	<b>Total : 7,506.00</b>
110994	8/17/2015	889680 JIMENEZ LOPEZ, JUAN MANUEL	JULY 2015		MMAPI INSTRUCTOR 109-424-3638-4260	1,650.00	<b>Total : 1,650.00</b>
110995	8/17/2015	889681 VILLALPANDO, MARIA	07/25/15 - 08/07/15		FOOD SERVICE WORKER 115-422-3750-4270 115-422-3752-4270	225.00 45.00	<b>Total : 270.00</b>
110996	8/17/2015	889913 BALLIN, SYLVIA	TRAVEL		CALIFORNIA WOMEN LEAD CONFERE 001-101-0101-4370	149.60	<b>Total : 149.60</b>
110997	8/17/2015	889942 ATHENS SERVICES	1122549	11251 11251	STREET SWEEPING SERVICES 001-343-0000-4260 011-311-0000-4260	1,995.44 10,629.56	<b>Total : 12,625.00</b>
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110998	8/17/2015	890010 TOTAL PRINTING SUPPLIES	15205		PRINTING SUPPLIES FOR HP2500 & HF 001-150-0000-4300	267.05		
					<b>Total :</b>	<b>267.05</b>		
110999	8/17/2015	890095 O'REILLY AUTO PARTS	4605-149652		RESURFACE HEAD - CNG STATION 041-320-3661-4400	19.91		
			4605-150477		REAR DOOR HANDLES - PK9826 041-320-0390-4400	37.62		
			4605-150572		WATER OUTLET - PW3241 029-335-0000-4400	13.87		
			4605-151553		CENTER CONSOLE - ME4412 041-320-0320-4400	16.41		
			4605-151976		LOPEZ ADOBE NICHE WELDING & PAI 043-390-0000-4300	19.68		
			4605-152007		V/C GASKET 041-320-0225-4400	34.68		
			4605-152214		AIR FILTER 041-1215	21.42		
			4605-153118		OIL FILTERS, SPARK PLUGS, FOG CAP 041-1215	176.01		
			4605-153247		OIL FILTERS, SPARKS PLUGS 041-1215	159.65		
					<b>Total :</b>	<b>499.25</b>		
111000	8/17/2015	890242 SAFEWAY SIGN COMPANY	2744		STAINLESS STEEL & BOLTS REPLACE 001-370-0301-4300	463.39		
					<b>Total :</b>	<b>463.39</b>		
111001	8/17/2015	890362 RTB BUS LINE	15237		DAY CAMP TRANSPORTATION TO STA 007-440-0443-4260	958.00		
			15316		DAY CAMP TRIP TO PACIFIC PARK 007-440-0443-4260	950.00		
			15320		DAY CAMP TRIP TO KNOTTS BERRY FA 007-440-0443-4260	1,300.00		
			15326		DAY CAMP TRIP TO CASTAIC LAKE 007-440-0443-4260	1,000.00		
			15333		DAY CAMP TRANSPORTAITON TO DIS 007-440-0443-4260			
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111001	8/17/2015	890362 RTB BUS LINE	(Continued)		007-440-0443-4260	1,550.00		
					<b>Total :</b>	<b>5,758.00</b>		
111002	8/17/2015	890377 F & F SIGNS	150307		RE-NEW GRAPHICS - PD5744 041-320-0226-4400	823.12		
					<b>Total :</b>	<b>823.12</b>		
111003	8/17/2015	890378 ENNIS PAINT INC	290547		CURB PAINT - RED, BLUE & YELLOW 011-311-0000-4600	1,455.27		
					<b>Total :</b>	<b>1,455.27</b>		
111004	8/17/2015	890401 ENVIROGEN TECHNOLOGIES INC	0007078-IN	11254	NITRATE REMOVAL SYSTEM LEASE - J 070-384-0000-4260	7,168.54		
					<b>Total :</b>	<b>7,168.54</b>		
111005	8/17/2015	890694 INSUA GRAPHICS	26214		BUSINESS CARDS 001-222-0000-4300	105.12		
					<b>Total :</b>	<b>105.12</b>		
111006	8/17/2015	890834 SPARKLING IMAGE CORP	61930		CAR WASH - JUNE 2015 001-222-0000-4320	168.00		
					<b>Total :</b>	<b>168.00</b>		
111007	8/17/2015	890838 BLUE TARP FINANCIAL	33358223		SMALL TOOLS 041-320-0000-4340	145.84		
			33473808		TIRES & WHEELS - PW6835 041-320-0311-4400	98.97		
					<b>Total :</b>	<b>244.81</b>		
111008	8/17/2015	890879 EUROFINS EATON ANALYTICAL, INC	L0224228		WATER ANALYSIS - F541401 070-384-0000-4260	139.60		
			L0224229		WATER ANALYSIS - F541620 070-384-0000-4260	139.60		
			L0224232		WATER ANALYSIS - F541938 070-384-0000-4260	139.60		
			L0224245		WATER ANALYSIS - F542223 070-384-0000-4260	175.00		
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111008	8/17/2015	890879 EUROFINS EATON ANALYTICAL, INC	(Continued) L0224247		WATER ANALYSIS - F542411			
			L0225181		070-384-0000-4260		139.60	
					WATER ANALYSIS - F542793			
					070-384-0000-4260		139.60	
					<b>Total :</b>		<b>873.00</b>	
111009	8/17/2015	890897 EVAN BROOKS ASSOCIATES, INC	15007-12	11229	ENG DESIGN SERVICES FOR SAFE RC		8,100.00	
			15007-13		010-370-3636-4600			
					CONTRACT PLANNER SERVICES - JUN		1,950.00	
					001-150-0000-4270			
					<b>Total :</b>		<b>10,050.00</b>	
111010	8/17/2015	890970 WEX BANK	41711434		FUEL FOR FLEET			
					041-320-0152-4402		549.75	
					041-320-0221-4402		112.73	
					041-320-0222-4402		647.95	
					041-320-0224-4402		928.67	
					041-320-0225-4402		5,104.72	
					041-320-0228-4402		2.00	
					041-320-0228-4402		667.34	
					041-320-0311-4402		965.73	
					041-320-0312-4402		110.00	
					041-320-0320-4402		296.77	
					041-320-0346-4402		4.00	
					041-320-0370-4402		654.86	
					041-320-0371-4402		213.30	
					041-320-0390-4402		1,677.13	
					041-320-0420-4402		4.00	
					007-313-3630-4402		1,895.36	
					027-344-0000-4402		68.13	
					029-335-0000-4402		460.37	
					070-381-0000-4402		42.88	
					070-382-0000-4402		139.13	
					070-383-0000-4402		987.49	
					070-384-0000-4402		357.04	
					072-360-0000-4402		481.30	
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111010	8/17/2015	890970 890970 WEX BANK	(Continued)			<b>Total :</b>	<b>16,370.65</b>	
111011	8/17/2015	890996 REITAN, ROGER	589957		SENIOR TRIP REFUND			
					004-2384		20.00	
					<b>Total :</b>		<b>20.00</b>	
111012	8/17/2015	891064 SIEMENS INDUSTRY INC	5620006938		REPLACEMENT TIMING MEC			
					001-370-0000-4300		330.00	
					<b>Total :</b>		<b>330.00</b>	
111013	8/17/2015	891103 TRITECH	PA0003291		SOFTWARE TO ENHANCE RMS, CAD A			
				11201	001-222-0000-4300		300.00	
				11201	001-222-0000-4320		4,700.00	
					<b>Total :</b>		<b>5,000.00</b>	
111014	8/17/2015	891121 RIVERA, NICOLE	JULY 2015		MMAP MENTOR INSTRUCTOR			
					109-424-3638-4260		390.00	
					<b>Total :</b>		<b>390.00</b>	
111015	8/17/2015	891220 VAN LANT & FANKHANEL, LLP	080115	11252	PROFESSIONAL AUDIT SERVICES			
					001-130-0000-4270		12,000.00	
					<b>Total :</b>		<b>12,000.00</b>	
111016	8/17/2015	891311 TORRES, RITA	07/25/15 - 08/07/15		ENP SUBSTITUTE			
					115-422-3750-4270		40.50	
					115-422-3752-4270		4.50	
					<b>Total :</b>		<b>45.00</b>	
111017	8/17/2015	891317 PCI	17275	11218	CITY OF SAN FERNANDO STRIPING IN			
					011-311-0000-4600		4,000.00	
					<b>Total :</b>		<b>4,000.00</b>	
111018	8/17/2015	891329 MIKE'S TIRE MAN INC	0037427		TIRES FOR FLEET			
					041-1215		1,795.33	
					<b>Total :</b>		<b>1,795.33</b>	
111019	8/17/2015	891355 NAREZ, FABIAN	JULY 2015		MMAP MENTOR INSTRUCTOR			
					109-424-3638-4260		363.75	
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111019	8/17/2015	891355 891355 NAREZ, FABIAN	(Continued)			Total :	363.75
111020	8/17/2015	891377 REYES, JOSE	07/25/15 - 08/07/15		HDM DRIVER 115-422-3752-4270 115-422-3752-4390	Total :	180.00 57.20 237.20
111021	8/17/2015	891379 PROTECT YOUTH SPORTS	372751		BACKGROUND CHECKS 017-420-1328-4260	Total :	230.45 230.45
111022	8/17/2015	891533 DEXMEDIA	490003218406		DOMAIN REGISTRATION & E-MAIL HOS 001-190-0000-4220	Total :	50.95 50.95
111023	8/17/2015	891567 SAEKI, BRIAN	TRAVEL		ICMA CONFERENCE IN SEATTLE WA - / 001-105-0000-4370	Total :	174.00 174.00
111024	8/17/2015	891570 INNOVATIVE TELECOM. SYSTEMS	1567 1567 1582		VERIFYING SYSTEM CONFIGURATION: 001-190-0000-4220 505 S HUNTINGTON CUTOVER 001-190-0000-4320 (3) - 16 BUTTON TELEPHONES 001-222-0000-4300 001-222-0000-4220	Total :	545.00 315.00 572.25 315.00 1,747.25
111025	8/17/2015	891652 MARCARELLO, CHRIS	TRAVEL		ICMA CONFERENCE IN SEATTLE WA - / 001-310-0000-4380	Total :	174.00 174.00
111026	8/17/2015	891653 SARGENT TOWN PLANNING	15034 15035 15036	11143 11143 11143	SAN FERNANDO TRANSIT ORIENTED [ / 113-150-3673-4270 SAN FERNANDO TRANSIT ORIENTED [ / 113-150-3673-4270 SAN FERNANDO TRANSIT ORIENTED [ / 113-150-3673-4270	Total :	917.60 917.60 21,447.60
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111026	8/17/2015	891653 SARGENT TOWN PLANNING	(Continued) 15037	11143	SAN FERNANDO TRANSIT ORIENTED [ / 113-150-3673-4270	Total :	900.00 24,182.80
111027	8/17/2015	891664 GOLDEN TOUCH CLEANING, INC	61776	11242	JANITORIAL SERVICES CONTRACT FO 043-390-0000-4260	Total :	12,550.00 12,550.00
111028	8/17/2015	891738 KNIGHT COMMUNICATIONS INC	2010546	11249	INFORMATION TECHNOLOGY MANAGE 001-135-0000-4270	Total :	10,000.00 10,000.00
111029	8/17/2015	891777 IRRIGATION EXPRESS	15020862-00 15021603-00 15021887-00 15022552-00 15022679-00 15022721-00		MISC PIPING FOR NITRATE BIN 070-384-0000-4330 IRRIGATION REPAIRS @ PIONEER PAR 043-390-0000-4300 IRRIGATION REPAIRS @ 120 MACNEIL 043-390-0000-4300 IRRIGATION REPAIR @ PIONEER PARK 043-390-0000-4300 IRRIGATION REPAIRS @ RUDY ORTEG 043-390-0000-4300 HOSE 011-311-0000-4600	Total :	106.40 70.42 8.88 44.11 23.09 122.90 375.80
111030	8/17/2015	891832 COLORSIGNS GRAPHICS	071915		PHOTOGRAPHS 24X36 MOUNTED ON I 001-424-0000-4300	Total :	240.90 240.90
111031	8/17/2015	891836 OLIVAREZ MADRUGA, LLP	13057		LEGAL SERVICES 001-110-0000-4270 073-110-0000-4270	Total :	24,604.22 420.00 25,024.22
111032	8/17/2015	891889 L.A. FLYER, INC.	11045		DISTRIBUTION OF TOD FLYER		
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111032	8/17/2015	891889 L.A. FLYER, INC.	(Continued)		001-150-0000-4270		1,675.00
						<b>Total :</b>	<b>1,675.00</b>
111033	8/17/2015	891890 BLODGETT BAYLOSIS	151306R		ENVIRONMENTAL REPORT		1,800.00
			151307R		001-2203 ENVIRONMENTAL REPORT - 1030 CELI		1,800.00
					001-2203	<b>Total :</b>	<b>3,600.00</b>
111034	8/17/2015	891947 PEREZ, MERCEDES	757211		SENIOR TRIP REFUND		35.00
					004-2384	<b>Total :</b>	<b>35.00</b>
111035	8/17/2015	891948 RODRIGUEZ, BERTHA	757288		SENIOR TRIP REFUND		400.00
			757314		004-2384 SENIOR TRIP REFUND		200.00
					004-2384	<b>Total :</b>	<b>600.00</b>
111036	8/17/2015	891949 DIAZ, ANA	2000186.001		DAY CAMP REFUND		30.00
					017-3770-1399	<b>Total :</b>	<b>30.00</b>
111037	8/17/2015	891950 ALMANZA, ROBERTO	072915		SENIOR TRIP PRE-PAID GRATUITIES FI		550.00
					004-2383	<b>Total :</b>	<b>550.00</b>
111038	8/17/2015	891951 MUNOZ, BIANCA	2000185.001		KARATE REFUND		40.00
					017-3770-1326	<b>Total :</b>	<b>40.00</b>
111039	8/17/2015	891952 HERNANDEZ, LILIBETH EVELYN	AUG 2015		MMAP ASSISTANT		510.00
			JULY 2015		004-2359 MMAP ASSISTANT		315.00
					004-2359	<b>Total :</b>	<b>825.00</b>
						Page:	23

vchlist		Voucher List				Page:	24
08/14/2015 11:15:21AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
111040	8/17/2015	891953 THE ECHO PARK PROJECT	080615		SUMMER CONCERT BAND		1,900.00
					004-2359	<b>Total :</b>	<b>1,900.00</b>
111041	8/17/2015	891954 ACEITUNO, ALFONSO	071515		DAY CAMP MAGIC SHOW FOR FAMILY		500.00
					017-420-1399-4300	<b>Total :</b>	<b>500.00</b>
111042	8/17/2015	891957 MCMORROW, CYNTHIA	50-4090-01		WATER ACCT REFUND - 1036 FERMOO		59.48
					070-2010	<b>Total :</b>	<b>59.48</b>
111043	8/17/2015	891958 ESTRADA, CYNTHIA	37-0955-07		WATER ACCT REFUND - 622 O'MELVEN		62.45
					070-2010	<b>Total :</b>	<b>62.45</b>
111044	8/17/2015	891959 THEORY HOME LOANS	60-3230-02		WATER ACCT REFUND - 660 N MACLAY		126.44
					070-2010	<b>Total :</b>	<b>126.44</b>
111045	8/17/2015	891960 MERHI, MIKE	37-0200-11		WATER ACCT REFUND - 512 WOLFSKIL		12.33
					070-2010	<b>Total :</b>	<b>12.33</b>
111046	8/17/2015	891961 FAJARDO, MARY HELEN	58-3318-01		WATER ACCT REFUND - 627 N MEYER		36.04
					070-2010	<b>Total :</b>	<b>36.04</b>
111047	8/17/2015	891962 DIAZ, MARGARITA	60-1516-05		WATER ACCT REFUND - 722 DE HAVEN		47.58
					070-2010	<b>Total :</b>	<b>47.58</b>
111048	8/17/2015	891963 IZAGUIRRE, FLOR	35-1035-08		WATER ACCT REFUND - 1315 CORONE		74.14
					070-2010	<b>Total :</b>	<b>74.14</b>
139 Vouchers for bank code :						bank	<b>Bank total :</b> 349,827.43
						Page:	24

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Voucher List  
CITY OF SAN FERNANDO

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Bank code : bank

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
139		Vouchers in this report				
					Total vouchers :	349,827.43

Voucher Registers are not final until approved by Council.

### HANDWRITTEN CHECKS

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 CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110371	7/1/2015	103648 CITY OF SAN FERNANDO	PR 7-2-15		REIMBURSEMENT W/E 6-26-15	
					001-1003	318,065.06
					007-1003	891.16
					008-1003	2,773.89
					011-1003	2,340.47
					012-1003	265.38
					017-1003	10,325.89
					018-1003	89,906.86
					027-1003	2,961.28
					029-1003	2,304.86
					070-1003	41,118.77
					072-1003	15,737.50
					103-1003	499.95
					104-1003	927.58
					<b>Total :</b>	<b>488,118.65</b>
110372	7/1/2015	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS - JULY	
					001-1160	182,459.88
					<b>Total :</b>	<b>182,459.88</b>
110575	7/6/2015	101988 LOS ANGELES COUNTY	070615		NOTICE OF EXEMPTION FILING FEE - (	
					001-150-0000-4230	75.00
					<b>Total :</b>	<b>75.00</b>
110576	7/6/2015	101988 LOS ANGELES COUNTY	070615-2		NOTICE OF EXEMPTION FILING FEES -	
					001-150-0000-4230	75.00
					<b>Total :</b>	<b>75.00</b>
110577	7/6/2015	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS - JULY	
					001-1160	381.81
					<b>Total :</b>	<b>381.81</b>
110578	7/6/2015	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS/JULY 2	
					001-1160	12,164.13
					<b>Total :</b>	<b>12,164.13</b>

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 CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110579	7/6/2015	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INSURANCE BENEFITS/JULY 20	
					001-1160	2,576.14
					<b>Total :</b>	<b>2,576.14</b>
110580	7/6/2015	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFIT CHECKS - J	
					001-1160	3,434.44
					<b>Total :</b>	<b>3,434.44</b>
110581	7/6/2015	101988 LOS ANGELES COUNTY	070615		NOTICE OF EXEMPTION FILING FEE - (	
					001-150-0000-4230	75.00
					<b>Total :</b>	<b>75.00</b>
110582	7/6/2015	101988 LOS ANGELES COUNTY	070615-2		NOTICE OF EXEMPTION FILING FEE - (	
					001-150-0000-4230	75.00
					<b>Total :</b>	<b>75.00</b>
110583	7/8/2015	103648 CITY OF SAN FERNANDO	SPR 7-8-15		REIMB FOR SPECIAL PAYROLL W/E 7-7	
					001-1003	11,237.44
					<b>Total :</b>	<b>11,237.44</b>
110584	7/16/2015	103648 CITY OF SAN FERNANDO	PR 7-17-15		REIMB FOR PAYROLL W/E 7-10-15	
					001-1003	305,749.36
					007-1003	742.07
					008-1003	2,148.34
					011-1003	5,310.69
					012-1003	76.97
					017-1003	11,711.98
					018-1003	82,057.77
					027-1003	3,032.56
					029-1003	2,786.42
					041-1003	5,661.27
					043-1003	8,722.37
					070-1003	35,777.69
					072-1003	16,136.53
					<b>Total :</b>	<b>479,914.02</b>
110723	7/20/2015	891763 COLTUR TRAVEL	012915		SENIOR TRIP - AIRFARE TO NEW ORLI	

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08/05/2015 3:57:36PM		CITY OF SAN FERNANDO					
Bank code : bank							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
110723	7/20/2015	891763 COLTUR TRAVEL	(Continued)		004-2383		21,950.00
						<b>Total :</b>	<b>21,950.00</b>
110724	7/20/2015	890578 DIAMOND TOURS INC	071315		SENIOR TRIP - TOUR BUS FOR NEW O 004-2383		20,220.00
						<b>Total :</b>	<b>20,220.00</b>
110725	7/22/2015	101920 LIEBERT CASSIDY WHITMORE	1404353		ERC MEMBERSHIP RENEWAL 07/01/15 001-106-0000-4260		2,790.00
						<b>Total :</b>	<b>2,790.00</b>
110726	7/30/2015	103648 CITY OF SAN FERNANDO	PR 7-31-15		REIMB FOR PAYROLL W/E 7-10 & 7-24- 001-1003		299,574.14
							876.80
							1,900.08
							6,544.70
							14,472.08
							103,585.85
							3,117.94
							2,230.47
							8,374.34
							12,586.15
							35,208.94
							17,700.79
							858.70
							647.97
						<b>Total :</b>	<b>507,678.95</b>
110848	7/31/2015	891825 UNITED STATES TREASURY	06-30-15		2ND QUARTER FEDERAL EXCISE TAX 041-190-0000-4457		741.13
						<b>Total :</b>	<b>741.13</b>
17 Vouchers for bank code : bank						<b>Bank total :</b>	<b>1,733,966.59</b>
17 Vouchers in this report						<b>Total vouchers :</b>	<b>1,733,966.59</b>

vchlist		Voucher List				Page:	4
08/05/2015 3:57:36PM		CITY OF SAN FERNANDO					
Bank code : bank							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	

Voucher Registers are not final until approved by Council.

### HANDWRITTEN CHECKS

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 CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110552	7/6/2015	100346 BELDEN, KENNETH MILES	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	121.64
<b>Total :</b>						<b>121.64</b>
110553	7/6/2015	100916 DEIBEL, PAUL	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13
<b>Total :</b>						<b>16.13</b>
110554	7/6/2015	101044 ELEY, JEFFREY	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	120.53
<b>Total :</b>						<b>120.53</b>
110555	7/6/2015	101440 HALCON, ERNEST	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	121.64
<b>Total :</b>						<b>121.64</b>
110556	7/6/2015	101466 HARVEY, DEVERY MICHAEL	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	295.54
<b>Total :</b>						<b>295.54</b>
110557	7/6/2015	101694 JACOBS, ROBERT	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	121.64
<b>Total :</b>						<b>121.64</b>
110558	7/6/2015	101926 LILES, RICHARD	JULY 2015		CAL PERS HEALTH REIMB. 070-180-0000-4127 072-180-0000-4127	67.86 67.85
<b>Total :</b>						<b>135.71</b>
110559	7/6/2015	102126 MARTINEZ, MIGUEL	JULY 2015		CAL PERS HEALTH REIMB. 070-180-0000-4127	8.61
<b>Total :</b>						<b>8.61</b>
110560	7/6/2015	102473 ORDELHEIDE, ROBERT	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	258.48
<b>Total :</b>						<b>258.48</b>

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 CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110561	7/6/2015	102569 PARKS, ROBERT	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	241.06
<b>Total :</b>						<b>241.06</b>
110562	7/6/2015	102864 RIVETTI, DOMINICK	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	148.50
<b>Total :</b>						<b>148.50</b>
110563	7/6/2015	103220 SOMERVILLE, MICHAEL	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	120.53
<b>Total :</b>						<b>120.53</b>
110564	7/6/2015	891013 BRUNWIN, HERBERT	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13
<b>Total :</b>						<b>16.13</b>
110565	7/6/2015	891021 GUIZA, JENNIE	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13
<b>Total :</b>						<b>16.13</b>
110566	7/6/2015	891027 LOCKETT, JOANN	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13
<b>Total :</b>						<b>16.13</b>
110567	7/6/2015	891028 MANTHEY, DONALD	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	145.37
<b>Total :</b>						<b>145.37</b>
110568	7/6/2015	891031 ORTEGA, JIMMIE	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13
<b>Total :</b>						<b>16.13</b>
110569	7/6/2015	891032 OTREMBA, EUGENE	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	58.58
<b>Total :</b>						<b>58.58</b>
110570	7/6/2015	891033 POLLOCK, CHRISTINE	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	89.82

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**Voucher List**  
CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110570	7/6/2015	891033 891033 POLLOCK, CHRISTINE	(Continued)			<b>Total : 89.82</b>
110571	7/6/2015	891352 HADEN, SUSANNA	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	6.62 <b>Total : 6.62</b>
110572	7/6/2015	891354 RAMIREZ, ROSALINDA	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	3.31 <b>Total : 3.31</b>
110573	7/6/2015	891866 KNIGHT, DONNA	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	51.00 <b>Total : 51.00</b>
110574	7/6/2015	891918 HARTWELL, BRUCE	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	221.00 <b>Total : 221.00</b>
<b>23 Vouchers for bank code : bank</b>						<b>Bank total : 2,350.23</b>
<b>23 Vouchers in this report</b>						<b>Total vouchers : 2,350.23</b>

Voucher Registers are not final until approved by Council.

**HANDWRITTEN CHECKS**

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 CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110525	7/6/2015	100306 BARNARD, LARRY	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	94.35
					<b>Total :</b>	<b>94.35</b>
110526	7/6/2015	100642 CASTRO, RICO	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	336.03
					<b>Total :</b>	<b>336.03</b>
110527	7/6/2015	100913 DECKER, CATHERINE	JULY 2015		CAL PERS HEALTH REIMB. 070-180-0000-4127	32.26
					<b>Total :</b>	<b>32.26</b>
110528	7/6/2015	100995 DRAKE, MICHAEL	JULY 2015		CAL PERS HEALTH REIMB. 070-180-0000-4127 072-180-0000-4127	8.07 8.06
					<b>Total :</b>	<b>16.13</b>
110529	7/6/2015	100996 DRAKE, JOYCE	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	204.87
					<b>Total :</b>	<b>204.87</b>
110530	7/6/2015	101538 HOUGH, RAY	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	221.00
					<b>Total :</b>	<b>221.00</b>
110531	7/6/2015	101933 LITTLEFIELD, LESLEY	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	32.26
					<b>Total :</b>	<b>32.26</b>
110532	7/6/2015	102206 MILLER, WILMA	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13
					<b>Total :</b>	<b>16.13</b>
110533	7/6/2015	102232 MIURA, HOWARD	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13
					<b>Total :</b>	<b>16.13</b>

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 CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110534	7/6/2015	103175 SKOBIN, ROMELIA	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	134.62
					<b>Total :</b>	<b>134.62</b>
110535	7/6/2015	103394 TORRES, RACHEL	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13
					<b>Total :</b>	<b>16.13</b>
110536	7/6/2015	103643 WEDDING, JERRY	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	32.26
					<b>Total :</b>	<b>32.26</b>
110537	7/6/2015	103727 WYSBEEK, DOUDE	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13
					<b>Total :</b>	<b>16.13</b>
110538	7/6/2015	103737 YNIGUEZ, LEONARD	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	145.37
					<b>Total :</b>	<b>145.37</b>
110539	7/6/2015	891010 MAERTZ, ALVIN	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	388.60
					<b>Total :</b>	<b>388.60</b>
110540	7/6/2015	891011 APODACA-GRASS, ROBERTA	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	32.26
					<b>Total :</b>	<b>32.26</b>
110541	7/6/2015	891014 CREEKMORE, CASIMIRA	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13
					<b>Total :</b>	<b>16.13</b>
110542	7/6/2015	891016 DEATON, MARK	JULY 2015		CAL PERS HEALTH REIMB. 070-180-0000-4127	135.71
					<b>Total :</b>	<b>135.71</b>
110543	7/6/2015	891017 ELDRIDGE, WANDA	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	16.13

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Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
110543	7/6/2015	891017 891017 ELDRIDGE, WANDA	(Continued)			Total :	16.13
110544	7/6/2015	891020 GLASGOW, ROBERT	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	Total :	62.53 62.53
110545	7/6/2015	891023 HATFIELD, JAMES	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	Total :	58.58 58.58
110546	7/6/2015	891024 HOOKER, RAYMOND	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	Total :	61.93 61.93
110547	7/6/2015	891034 RAMSEY, JAMES	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	Total :	275.12 275.12
110548	7/6/2015	891035 SHERWOOD, NINA	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	Total :	29.29 29.29
110549	7/6/2015	891036 WATT, DAVID	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	Total :	32.26 32.26
110550	7/6/2015	891037 WEBB, NANCY	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	Total :	137.56 137.56
110551	7/6/2015	891038 WAITE, CURTIS	JULY 2015		CAL PERS HEALTH REIMB. 001-180-0000-4127	Total :	91.22 91.22
27 Vouchers for bank code :		bank				Bank total :	2,650.99
27 Vouchers in this report						Total vouchers :	2,650.99

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Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	

Voucher Registers are not final until approved by Council.

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**ORDINANCE NO. 1643**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING DIVISION 5 OF ARTICLE III OF CHAPTER TWO RELATING TO DISCRIMINATION IN THE CLASSIFIED SERVICE, AND ADDING A NEW SECTION TO DIVISION 6 OF ARTICLE VI OF CHAPTER TWO RELATING TO NON-DISCRIMINATION IN CITY CONTRACTS**

**RECITALS**

**WHEREAS**, the City of San Fernando (“City”) is committed to adopting antidiscrimination policies consistent with laws the State of California, including prohibiting discrimination against individuals because of race, religious creed, color, ancestry, national origin, sex, sexual orientation, gender, gender identity, gender expression, marital status, physical handicap, medical condition or age; and

**WHEREAS**, the City has recently undergone a Municipality Equality Index (“MEI”) evaluation, the purpose of which is to examine the laws, policies, and services of municipalities and rate them on the basis of their inclusivity of Lesbian, Gay, Bisexual and Transgender (“LGBT”) members of the public who live and work in the municipality; and

**WHEREAS**, the City intends to improve its MEI rating based on recommendations made in the 2015 MEI that the city adopt ordinances to comply with the State’s antidiscrimination policies in public contracting, specifically as it relates to the inclusivity and quality of life for LGBT members of the public; and

**WHEREAS**, due to these circumstances, the City desires to amend the City Municipal Code to enforce the State’s antidiscrimination policies in its own hiring practices, and certify that agreements with independent suppliers, vendors, and contractors (including their subcontractors) also comply with the State’s antidiscrimination policies in their employment practices.

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

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

**SECTION 2.**            Section 2-253 (“Discrimination”) of Division 5 (“Civil Service”) of Article III (“Officers and Employees”) of Chapter Two (“Administration”) of the San Fernando City Code is hereby amended in its entirety to read as follows:

“Sec. 2-253. - Discrimination.

- (a) No person in the classified service or seeking admission thereto shall be employed, promoted, demoted, or discharged or in any way favored or discriminated against because of political opinions or affiliations or because of race, religious creed, color, ancestry,

national origin, sex, sexual orientation, gender, gender identity, gender expression, marital status, physical handicap, medical condition or age.

- (b) Minimum or maximum age limits for any examination for a position in the classified service shall not be established, and a maximum age shall not be a qualification for any employment in the classified service. However, the city council may fix minimum and/or maximum age limits for the employment of police officers.
- (c) Except as provided in subsection (b) of this section, any person possessing all the minimum qualifications for the position is eligible to take any civil service examination, regardless of age, and the personnel manager shall not adopt any rule prohibiting the employment of any person, otherwise qualified, in any city employment solely because of age.
- (d) Definitions. The following words and phrases shall have the meanings indicated herein:
  1. "Gender identity" means a person's actual or perceived gender-related identity, whether or not stereotypically associated with the person's assigned sex at birth.
  2. "Gender expression" means a person's actual or perceived gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.
  3. "Sexual orientation" means actual or perceived heterosexuality, homosexuality or bisexuality."

**SECTION 3.** Section 2-773 ("Discrimination") of Division 6 ("Purchasing") of Article VI ("Finance") of Chapter Two ("Administration") is hereby added to the San Fernando Municipal Code to read as follows:

"Sec. 2-773. – Antidiscrimination provisions required in all contracts and agreements.

Every contract or agreement between the City of San Fernando and any independent contractor, supplier or vendor shall contain provisions substantially as follows:

- (1) The contractor, supplier or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries or holding companies, are and will be treated equally by the firm without regard to or because of race, religious creed, color, ancestry, national origin, sex, sexual orientation, gender, gender identity, gender expression, marital status, physical handicap, medical condition or age, and in compliance with all antidiscrimination laws of the United States of America and the state of California.
- (2) The independent contractor, supplier or vendor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religious creed, color, ancestry, national origin, sex, sexual orientation, gender, gender identity, gender expression, marital status, physical handicap, medical condition or age.

- (3) The contractor or vendor shall allow the City access to its employment records during regular business hours to verify compliance with these provisions when so requested by the City.
- (4) If the City finds that any of the above provisions has been violated, the same shall constitute a material breach of contract upon which the City may determine to cancel, terminate, or suspend the contract. While the City reserves the right to determine independently that the antidiscrimination provisions of the contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the vendor or contractor has violated state or federal antidiscrimination laws shall constitute a finding by the City of San Fernando that the vendor or contractor has violated the antidiscrimination provisions of the contract.
- (5) The parties agree that in the event the independent supplier, vendor or contractor violates the antidiscrimination provisions of the contract, the City shall, at its option, be entitled to a sum to be determined prior to execution of the contract pursuant to Civil Code Section 1671 as damages in lieu of cancelling, terminating or suspending the contract. Continuing the contract shall be contingent upon the independent supplier's, vendor's or contractor's compliance with the City's antidiscrimination policies.
- (6) Definitions. The following words and phrases shall have the meanings indicated herein:
  1. "Gender identity" means a person's actual or perceived gender-related identity, whether or not stereotypically associated with the person's assigned sex at birth.
  2. "Gender expression" means a person's actual or perceived gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.
  3. "Sexual orientation" means actual or perceived heterosexuality, homosexuality or bisexuality."

**SECTION 3.**      Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 4.**      Inconsistencies. Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

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

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

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando a regular meeting held on 17<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Joel Fajardo, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rick R. Olivarez, City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 17<sup>th</sup> day of August, 2014 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Elena G. Chávez, City Clerk



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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Brian Saeki, City Manager  
By: Nick Kimball, Finance Director

**Date:** August 17, 2015

**Subject:** Consideration to Approve a Memorandum of Understanding (MOU) with the San Fernando Police Civilians' Association and Adopt a Resolution Implementing the Cost Sharing for the Employer Paid Member Contributions

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (Attachment "A" – Contract No. 1794) between the City of San Fernando and the San Fernando Police Civilians' Association for a three-year term (July 1, 2015 through June 30, 2018);
- b. Adopt Resolution No. 7695 (Attachment "B") implementing cost sharing for Employer Paid Member Contributions with the San Fernando Police Civilians' Association; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. In July 2009, the City and San Fernando Police Civilians' Association (SFPCA) executed a three-year MOU for the term of July 1, 2009 through June 30, 2012 (Contract No. 1685).
2. In September 2012, the City and SFPCA executed a Side Letter Agreement (Contract No. 1685) extending the MOU for the term of July 1, 2012 through June 30, 2014.
3. In September 2012, the City and SFPCA executed a Side Letter Agreement (Contract No. 1685a) to memorialize both parties' intent to neither abrogate nor otherwise modify any current retiree's vested health insurance benefits under the existing MOU.
4. In July 2013, the City and SFPCA executed another Side Letter Agreement (Contract No. 1685b) extending the terms of the existing MOU through June 30, 2014 and relinquishing 96

**Consideration to Approve a Memorandum of Understanding with the San Fernando Police Civilians' Association and Approval of Resolution No. 7695 Implementing the Employer Paid Member Contribution Provisions of the Proposed MOU**

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hours of paid holiday leave (for Desk Officers) and 12 furlough days (for clerical staff) in Fiscal Year 2013-2014.

5. In August 2014, the City and SFPCA executed a Side Letter Agreement (Contract No. 1676c) making certain clarifying amendments and extending the terms of the existing MOU through June 30, 2015.
6. In November 2014, the City and SFPCA executed a final Side Letter Agreement (Contract No. 1676d) clarifying the modified work schedule provision of the MOU for Desk Officers.
7. In March 2015, the City and SFPCA met to begin negotiations for a new MOU.

**ANALYSIS:**

The San Fernando Police Officers' Association, San Fernando Management Group, SFPCA, and San Fernando Part-time Employees Bargaining Unit all have MOUs that expired on June 30, 2015. During the negotiations for these groups, two of the City's primary objectives have been reducing the City's overall exposure to health care premiums for existing employees, either by introducing some level of cost sharing or limiting the exposure through a cafeteria style health care benefit, and limiting the growing future liability exposure for retiree health benefits.

Additionally, it has been recognized that employees have agreed to a number of cuts and pay freezes over the past several years. In order to retain, and attract, talented employees, some concessions in overall compensation are necessary.

After a number of meetings, the City and SFPCA have tentatively agreed to a new MOU that address some of the City's long-term issues (i.e. Implements a cafeteria medical plan and converts the retiree health program for employees hired after July 1, 2015 from a defined benefit plan to a defined contribution plan) while providing modest compensation to employees.

The most significant terms are highlighted below:

1. Three-year MOU covering the period July 1, 2015 through June 30, 2018;
2. Cost of Living Adjustments;
  - o Year 1: 0.0%
  - o Year 2: 1.5%
  - o Year 3: 1.5%

**Consideration to Approve a Memorandum of Understanding with the San Fernando Police Civilians' Association and Approval of Resolution No. 7695 Implementing the Employer Paid Member Contribution Provisions of the Proposed MOU**

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3. Increase City's Employer Paid Member Contribution for CalPERS retirement benefits;
  - o Year 1: Increase by 2.5%
  - o Year 2: Increase by 1.0%
  - o Year 3: Increase by 0.5%
  
4. Implement a cafeteria style health plan with the following amounts:
  - o Employee only/Opt out: \$788/month
  - o Employee plus 1: \$1,365/month
  - o Family: \$1,838/month
  - o On January 1, 2017 and January 1, 2018, the City will increase the flex dollar amount from the prior year equal to the average increase for all plans, but not to exceed 4%.
  
5. Implement new Tier of retiree health care benefits for new unit employees hired after July 1, 2015. After meeting vesting requirements (i.e. 10 years), new employees will receive the minimum benefits allowed by PERS, which is currently \$122 per month;
  
6. New employees that are only eligible for the minimum retiree health benefits will receive \$50/month in a Retiree Medical Trust or Retiree Health Savings Plan, to be established in the coming fiscal year;
  
7. Eight (8) additional vacation hours per year, beginning in the third year of the contract;
  
8. The City will create a higher level desk officer (e.g. Sr. Desk Officer) that will, in addition to regular desk officer duties, be responsible for managing the training program for new Desk Officers as well as ongoing training for existing Desk Officers. The Sr. will be compensated at 5% more than a Desk Officer; and
  
9. In exchange for entering into a long-term three-year agreement, unit employees will receive a one-time non-recurring compensation of \$375 each.

**BUDGET IMPACT:**

The total annual additional cost of the proposed MOU is outlined in the table below:

<b>Fiscal Year</b>	<b>General Fund</b>	<b>Retirement Fund</b>
2015-2016	\$ 20,000	\$ 14,525
2016-2017 Additional Cost	\$ 23,250	\$ 9,300
2017-2018 Additional Cost	\$ 23,250	\$ 5,000

**Consideration to Approve a Memorandum of Understanding with the San Fernando Police Civilians' Association and Approval of Resolution No. 7695 Implementing the Employer Paid Member Contribution Provisions of the Proposed MOU**

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The MOU has been structured to limit the impact to the General Fund in the first few years of the MOU. Sufficient contingency funds are included in the fiscal year 2015-2016 Budget to cover the first year of the MOU.

**CONCLUSION:**

Staff believes the proposed MOU between the City and SFPCA represents a balanced agreement that provides fair compensation to SFPCA employees in exchange for concessions that will limit the City's long term health care exposure and improve the City's long-term stability.

**ATTACHMENTS:**

- A. Contract No. 1794
- B. Resolution No. 7695

**MEMORANDUM OF  
UNDERSTANDING  
(MOU)**

**San Fernando  
Police Civilians' Association  
(SFPCA)**



**City of San Fernando  
(City)**

**SFPOA REPRESENTATION**  
Service Employees International  
Union, Local 721

**MOU TERM**  
July 1, 2015 – June 30, 2018

**CITY CONTRACT NO.**

**ADOPTION DATE**

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

This contract (hereinafter referred to as “Memorandum of Understanding”) by and between employee and staff representatives of the Service Employees International Union (SEIU) Local 721, San Fernando Police Civilians’ Association, hereinafter referred to as SFPCA/SEIU LOCAL 721, and Management Representatives of the City Council of the City of San Fernando, hereinafter referred to as “City” has, as its purpose, the promotion of fair and harmonious relations to as the “City” and SFPCA/SEIU Local 721 and its members, the establishment of a fair, just, equitable, and peaceful procedure for the resolution of problems and differences, and the establishment of wages, hours and working conditions and other conditions of employment that, in any way affect the employees within this bargaining unit.

**1.02 RECOGNITION**

Pursuant to applicable sections of the City’s Employer-Employee Relations Resolution and Chapter 10, Division 4, of the California Government Code (Section 3500 et. seq.) the City recognizes SFPCA/SEIU Local 721, as the exclusive representative of the full time employees in the Miscellaneous Employee Bargaining Unit (SFPCA).

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

This MOU constitutes an agreement and joint recommendation for approval by the City Council of the City of San Fernando and the general membership of SFPCA/SEIU Local 721. This MOU shall be binding upon the parties, whenever the following conditions are met:

1. SFPCA/SEIU Local 721 has notified the City Council that its members have formally approved this contract in its entirety; and
2. The City Council has approved this MOU in its entirety.

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

Except as specifically provided herein, the parties (SFPCA/SEIU Local 721 and its representatives of the City) to this MOU do not waive their rights to meet and confer in good faith during the term of this MOU with respect to any other matters within the scope of the meet and confer process.

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**1.04 PROVISIONS OF LAW AND SEVERABILITY**

The parties (SFPCA/SEIU Local 721 and Representatives of the City) agree that this MOU is subject to all current and future applicable federal, state, and local laws. If any Article, part or provision of this MOU is in conflict with or inconsistent with applicable provisions of Federal, jurisdiction, such article, part, or provision thereof shall be suspended or superseded by such applicable law or regulation, and the remainder of the MOU shall not be affected thereby.

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

This MOU shall be effective beginning 12:00 a.m. on July 1, 2015, and shall continue thereafter for a period of three (3) years, and shall terminate at 11:59 p.m. on June 30, 2018.

Either party (SFPCA/SEIU Local 721 or Representatives of the City) to this agreement wishing to negotiate a successor MOU shall deliver to the other party by April 1, 2012, a formal proposal to reopen negotiations along with a list of negotiable working conditions proposed for meeting and conferring (see section of the City's policies and procedures on meet and confer issues).

**1.06 FULL UNDERSTANDING**

SFPCA/SEIU Local 721 and the Representatives of the City agree that during the negotiations which resulted in this memorandum of understanding, each had the unlimited right and opportunity to make proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

**1.07 PREVAILING RIGHTS**

To the extent that they are not expressly or by necessary interpretation and application covered by the purpose, intent, and language of this agreement, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the unit shall remain in effect and be operative during the term of this agreement, unless eliminated, enlarged or otherwise modified after a meet and confer process the extent that such procedures are required by Federal laws and the laws of the State of California.

**1.08 CITY RIGHTS**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine

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the method, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work, unless and only to the extent that the provisions of this agreement specifically curtail or limit such rights, powers, and authority.

**1.09 NON-DISCRIMINATION**

The parties (SFPCA/SEIU Local 721 and Representatives of the City) mutually reaffirm California state laws of nondiscrimination in the treatment of any unit member because of race, religious creed, color, sex, age, disability, sexual orientation, national origin or ancestry, medical conditions (cancer and generic characteristics) and marital status.

**1.10 PRIVATIZATION**

The City agrees to meet and confer on the impact of any decision to privatize bargaining unit work that may result in elimination of a unit employee's position.

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

The City contracts with the California Public Employees' Retirement System (PERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. The City will contribute the Public Employee's Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

1. An enrolled employee and eligible dependents
2. An enrolled retiree and eligible dependents; and
3. A surviving annuitant.

The City shall implement a full flex cafeteria plan in accordance with IRS Code Section 125 for all active employees. Unit employees shall receive a monthly flex dollar allowance to apply toward medical, dental and vision benefits offered through the City's insurance plans.

Beginning January 1, 2016, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, shall be:

- a. Employee Only: \$788.00
- b. Employee +1: \$1,365.00

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## c. Family: \$1,838.00

Beginning January 1, 2017, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based the average change from prior year monthly for PERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.

Beginning January 1, 2018, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based the average change from prior year monthly for PERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in the mandatory medical insurance plan, or opting out under the "Opt Out" provision below, the employee has the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

Opt Out

Unit employees may elect to discontinue participation in the PERS Health Plan medical insurance coverage ("Opt Out"). The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must provide proof of coverage through another (non-City) benefit plan (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.

Upon proof of other coverage, unit employees may elect to waive the City's medical insurance and use the above allotted single-party (Employee only) flex dollars toward other items in the full flex cafeteria plan or convert it to taxable income.

After electing to Opt Out, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.

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

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- a. Each employee have a flex dollar amount of a single employee;
- b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

**2.02 MEDICAL INSURANCE FOR RETIREES**

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a three (3) tier structure for retiree medical insurance. The City will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

1. Retiree Medical Tier I: Employees retired on or before June 30, 2015:
  - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employees and eligible dependents.
  - b. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or before June 30, 2015 and retire on or after July 1, 2015:
  - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan is selected by the employee for himself and eligible dependents, except PERS Care, if the most expensive.
3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:
  - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum (currently \$122 per month for 2015).

**2.03 RETIREE HEALTH SAVINGS ACCOUNT**

Unit employees that are in Retiree Medical Tier III as described above will receive a contribution from the City of \$50 per month into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the City. Any unit member may elect to contribute an additional amount to the RMT or RHS, at its option. The City will work to implement a RMT or RHS prior to June 30, 2016.

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**2.04 LIFE INSURANCE**

The City shall continue to provide unit member with a \$50,000 Basic Life and Accidental Death & Dismemberment insurance policy at no cost to the employee.

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

The City shall provide retirement benefits to eligible unit employees under the California Public Employees' Retirement System (CalPERS) as follows: The definition of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

First Tier: "Classic" members hired prior to November 12, 2005 will receive the 3% at 60, single highest year compensation retirement calculation.

Second Tier: "Classic" members hired after November 12, 2005 will receive the 2% at 55, single highest year compensation retirement calculation.

Third Tier: "New" members hired after January 1, 2013 will receive the 2% at 62, final 36-month average compensation retirement calculation.

The City shall also provide the following retirement benefits for SFPCA/SEIU Local 721 member/employees:

1. Fourth Level of 1959 Survivor Benefits for local unit members (Government Code §21574).
2. 5% Annual Cost-of-Living Allowance (COLA) for unit employees hired on or before November 12, 2005; and 3% COLA for unit employees hired after November 12, 2005 (Government Code §21335).
3. Credit for Unused Sick Leave for unit employees as per CalPERS guidelines (Government Code §20965).

**3.02 EMPLOYER PAID MEMBER CONTRIBUTIONS**

Effective upon CalPERS' approval of the necessary Resolutions, but not before the payroll period including July 1, 2015, the City shall pay 6.5% for First Tier CalPERS members and 6.0% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

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Effective on the first day of the payroll period including July 1, 2016, the City shall pay 7.5% for First Tier CalPERS members and 7.0% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

Effective on the first day of the payroll period including July 1, 2017, and thereafter, the City shall pay 8.0% for First Tier CalPERS members and 7.0% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

The City's payments, above, shall be treated as a "pick up" of employee contributions pursuant to IRC 414(h)(2).

The City shall continue to report the value of the Employer Paid Member Contribution to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

In accordance with PEPR, "New" CalPERS members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

**3.03 MILITARY BUY BACK**

The City shall continue to maintain the contract with the Public Employees Retirement System (PERS) to implement Section 21024, Military Service Credit as Public Service, at no cost to the City for eligible employees.

**ARTICLE 4 LEAVE BENEFITS****4.01 VACATION LEAVE**

Vacation and holiday leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

Unit members may, at the employee's discretion, carry over up to and including two years worth of his/her current annual vacation allowance for use in the following year.

An employee who is denied vacation leave due to the Departments staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation time over and above the cap until such time as the department is able to allow sufficient vacation leave to bring the employee under the cap. This provision shall not apply if an employee first requests vacation leave within 24 hours or less of reaching his/her accrual cap.

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The City shall provide vacation leave accrual on a payroll to payroll basis. Vacation shall accrue as follows:

- 0 – 4 years of City service: 10 days (80 hours) per year
- 5 – 10 years of City service: 15 days (120 hours) per year
- 11 years of City service: 16 days (128 hours) per year
- 12 years of City service: 17 days (136 hours) per year
- 13 years of City service: 18 days (144 hours) per year
- 14 years of City service: 19 days (152 hours) per year
- 15 years of City service: 20 days (160 hours) per year

Effective July 1, 2017, vacation shall accrue as follows:

- 0 – 4 years of City service: 11 days (88 hours) per year
- 5 – 10 years of City service: 16 days (128 hours) per year
- 11 years of City service: 17 days (136 hours) per year
- 12 years of City service: 18 days (144 hours) per year
- 13 years of City service: 19 days (152 hours) per year
- 14 years of City service: 20 days (160 hours) per year
- 15 years of City service: 21 days (168 hours) per year

**4.02 HOLIDAY LEAVE**

Each unit employee shall be entitled to the following holidays with pay (8 hours per holiday):

- |                                      |                             |
|--------------------------------------|-----------------------------|
| (1) New Year's Day                   | (7) Labor Day               |
| (2) Martin Luther King, Jr. Birthday | (8) Veteran's Day           |
| (3) President's Day                  | (9) Thanksgiving Day        |
| (4) Cesar Chavez's Birthday          | (10) Day after Thanksgiving |
| (5) Memorial Day                     | (11) Christmas Day          |
| (6) Independence Day                 | (12) Floating Holiday       |

Floating holiday hours are credited each July 1 and must be used before June 30. Unused floating holiday hours are not carried forward.

Employees that work a 5/8 or 9/80 and are required to work on a City recognized holiday shall receive holiday compensation at the rate of time and one-half (1-1/2) times their normal rate of pay in addition to pay for all hours worked.

Employees that work a modified 3/12 work week shall be granted the same holidays as above, shall accrue 96 hours of Holiday leave per year, which shall be credited with 48 hours of Holiday

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leave each January 1<sup>st</sup> and an additional 48 hours of Holiday leave each July 1<sup>st</sup>. Employees on the 3/12 work week shall schedule holiday leave in accordance with Police Departmental procedures.

Employees on the 3/12 work week will only be permitted to carry over 96 hours of accrued but unused Holiday leave from one calendar year to the next. Employees on the 3/12 work week who, as of January 1<sup>st</sup>, have not lowered their accrued Holiday leave to 96 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 96 hour cap. At that time, the employee will receive his/her full 48 hour allotment for that half year. Upon employee's separation from the City, any unused Holiday leave shall be compensated at his/her regular rate of pay.

**4.03 SICK LEAVE**

The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS to be paid at the then prevailing rate of pay, one half (1/2) of accumulated and unused sick leave time (total of employee's "sick leave bank" plus the accumulated sick leave for the current year) not to exceed a maximum of the employee's one (1) month pay.

Sick leave is accrued at the rate of 8 hours per month, with maximum accrual of 800 hours. All time accrued in excess of 800 hours shall be paid at the end of the calendar year, at the rate of 35% of the amount in excess of 800 hours at their regular rate of pay.

Sick leave shall be considered as "actual time worked" for purposes of calculating overtime premium pay.

The City may request a doctor's note after the third (3<sup>rd</sup>) day of illness.

**4.04 BEREAVEMENT LEAVE**

The City shall authorize unit members to utilize up to three (3) days paid bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, sibling, child, spouse or registered domestic partner as permitted by California law, or any person living in the household. Proof of residence may be required. "Parent" shall mean biological, foster or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted or foster child, stepchild, legal ward or a child of a person who has parent's rights.

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

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The Department Head may authorize additional days of leave for bereavement purposes on a case-by-case basis. The unit member may utilize accrued sick or vacation time during bereavement period for additional time off if needed.

**4.05 CATASTROPHIC LEAVE DONATION PROGRAM**

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

**4.06 TIME OFF FOR PROMOTIONAL TESTS OR INTERVIEWS**

Employees shall be required to utilize their own time (e.g., unused Vacation, Holiday, or Compensatory time) for purposes of taking tests or participating in interviews within or outside the City. Procedure for such time off shall be consistent with existing City policy.

**ARTICLE 5 EMPLOYEE ASSISTANCE PROGRAM****5.01 EMPLOYEE ASSISTANCE PROGRAM**

The City shall continue to maintain the privacy provisions of the Employee Assistance Program (EAP). Unit employees may visit a City designated EAP Specialist without having to go through the Personnel Division.

**ARTICLE 6 SALARY****6.01 COST OF LIVING ADJUSTMENTS**

The base salary for each represented unit classification shall be adjusted as follows:

- No adjustment to base salary for fiscal year 2015-2016.
- Effective on the first day of the first pay period beginning after July 1, 2016, the base salary for each represented unit classification shall be increased by one and one-half percent (1.5%).
- Effective on the first day of the first pay period beginning after July 1, 2017, the base salary for each represented unit classification shall be increased by one and one-half percent (1.5%).

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**6.02 DEFINITIONS**

As used in this MOU, "Base salary" means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pay, and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act (FLSA).

**6.03 CALCULATION OF BENEFITS**

If applicable, benefits that are a percentage of base salary will be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

**6.04 PAYROLL DEDUCTIONS**

It is understood and agreed that SFPCA/SEIU Local 721 has the right to payroll deduction of membership dues and insurance premiums for non-employer offered union benefit upon revocable written authorization by the affected employee in the form presently used. Such deductions shall be made monthly and forwarded to SFPCA/SEIU Local 721 office. SFPCA/SEIU 721 agrees to hold the City of San Fernando harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of deduction of dues.

**6.05 DO NO HARM**

The City agrees that no member of the bargaining unit shall be hurt by the implementation of the results of the classification study and that no unit members' wages or salary or any other compensation will be negatively affected.

**ARTICLE 7 LONGEVITY PAY****7.01 LONGEVITY**

The City shall pay longevity to all eligible unit members as follows:

1. Upon completion of 10 years of continuous service from date of hire, an additional three percent (3%) above the base salary step for each eligible employee.
2. Upon completion of 20 years of continuous service from date of hire, a total of four percent (4%) above the base salary step for each eligible employee.

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3. Upon completion of 30 years of continuous service from date of hire, a total of five percent (5%) above the base salary step for each eligible employee.

An employee on leave of absence without pay or any form of leave without pay, with the exception of the Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

**ARTICLE 8 BILINGUAL PAY****8.01 BILINGUAL**

The City shall provide Bilingual Pay in the amount of \$100.00 per month to those unit employees that satisfy the following conditions:

- A. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on written and/or oral testing procedure selected by the City; and
- B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

**ARTICLE 9 WORK SCHEDULE****9.01 MODIFIED WORK SCHEDULE**

The City shall include both the 3/12 and 9/80 work schedules as permanent items in the MOU. City Hall business hours are as follows: 7:30 a.m. – 5:30 p.m. (Monday – Thursday), and 8:00 a.m. – 5:00 p.m. (every other Friday). Employees working the 9/80 work schedule shall have the option of either A or B schedule with either opposite Mondays or Fridays off. However, employees assigned to work at City Hall shall work the schedule consistent with City Hall schedule above. The City shall provide at least 30 days prior notification in the event it proposes to change the compressed work week schedule.

A Police Desk Officer that works a twelve-hour shift will have the option to combine his/her three (3) fifteen (15) minute rest breaks required by State law, and a thirty (30) minute lunch break into one (1) hour and fifteen (15) minute lunch break within the first five and one-half (5 ½) hours from the beginning of their work shift. If a Police Desk Officer works an eight (8) hour day, he/she is entitled to only two (2) fifteen (15) minute breaks, plus a thirty (30) minute lunch break.

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Bargaining unit employees may be allowed at least seven and one-half (7 ½) hours of rest between work shifts as stated in the San Fernando Police Department's policies and procedures. At times, a unit employee may be asked to work beyond their normal scheduled working hours to cover another unit employee's work shift (due to sick callout, emergency incident, etc.). When this occurs, the unit member may not be allowed the seven and one-half (7 ½) hour rest time between work shifts. The on-duty supervisor will make every attempt to find another unit member (provided they been properly trained for a particular job classification) to cover the work shift prior to requiring the on-duty bargaining unit member to work additional hours. The purpose of this provision is to avoid exceeding eighteen (18) consecutive work hours for any bargaining unit member.

**ARTICLE 10 WORKER'S COMPENSATION****10.01 WORKER'S COMPENSATION**

In those instances when an employee experiences an injury which is recognized as job-related by the City or the Worker's Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) working days of disability without charge against accumulated sick leave, Thereafter, the injured employee shall have the following options:

1. Remain on full pay with time charged against accumulated earned leave (sick leave/vacation). The injured employee shall remit his/her worker's compensation check to the City, and the City shall then credit back appropriated leave time in relation to the amount of the check. Upon using all accumulated leave time, the injured employee shall retain the disability time off. Employees may choose to only use sick leave and not vacation under this provision; or
2. Accept the worker's compensation check as compensation during the period of disability with no time charged against accumulated earned leave time.

The City agrees to continue full payment of all insurance premiums for the duration of any job-related injury or illness at the same level as the employee had prior to his/her injury regardless of whether or not the employee is on payroll.

In accordance with CalPERS stipulations, as soon as it is believed that a unit employee is unable to perform his/her job because of an illness or injury which is expected to be permanent or last longer than six months, the employee may request that the City accommodate/transfer him/her to a less demanding vacant position. Should there not be a vacant position available, the City shall have the option to submit an application for disability retirement on the employee's behalf, provided that the employee has attained five or more years of service.

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However, nothing in this provision, takes away the employee's option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code Section 20731. The injury or disease causing the incapacity or disability need not be job-related.

**10.02 MODIFIED DUTY WORK**

The City shall make every effort to accommodate ill or injured workers consistent with all applicable provisions of the law.

**ARTICLE 11 UNIFORM/EQUIPMENT ALLOWANCE****11.01 UNIFORM/EQUIPMENT ALLOWANCE**

The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

1. For non-sworn, full-time employees in the Police Department, the City shall provide two (2) complete sets of uniforms, an initial issue of one jacket with biennial (every two years) replacements, and an annual uniform allowance of \$300 per year. In addition, unit employees who are required to wear certain shoes/boots for their position will receive \$100 per fiscal year to purchase work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

Uniforms shall consist of:

- a. Clerical – Blouse, skirt, pants, blazer, and vest
  - b. Police Desk Officer – Pants, skirt, shirt, and belt
  - c. Community Service Officer – Pants, shirt, jacket, and belt and name tag.
2. The City shall provide Community Development Department field workers represented by this bargaining unit with an initial issue of one jacket with biennial (every two years) replacements, subject to Department Head approval, and a pair of work shoes annually.
  3. Community Preservation Officers will be provided with a uniform as required by the Department. All purchases shall be made in accordance with the City's purchasing policy.

Where uniform allowances are to be paid under Article 11, Sections 1, 2, and 3 above, they shall be paid by separate payroll check biannually in the first full non-payroll week after November

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15<sup>th</sup> and May 15th. Worn uniforms may be replaced by the City subject to the Department Head's approval. All worn uniforms must be turned in upon being replaced.

**11.02 RAIN GEAR**

The City shall provide rain gear to employees assigned to work in the rain.

**ARTICLE 12 OVERTIME & OTHER COMPENSATION****12.01 OVERTIME ISSUES AND LANGUAGE**

Non-exempt employees who work under the regular 8a.m.–5p.m., Monday – Friday schedule must be paid overtime or compensatory time off granted at the Employee's request as defined in Section 12.02 for all hours worked over forty (40) hours in a seven (7) day work period. Non-exempt employees that work a 9/80 or other flex work schedule shall have designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the Employee's request as defined in Section 12.02. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, non-sworn employees will be based upon actual hours worked.

Overtime will be equitably distributed amongst qualified employees on a rotational basis. Overtime worked cannot interfere with an employee's assigned work schedule, which would allow seven and one-half (7 ½) hours between assigned work shifts (e.g., and employee cannot work a twelve-hour shift followed by an overtime shift of more than four hours; and then work his/her assigned shift consecutively as this would leave less than seven and one-half hours of rest time between assigned work shifts).

Overtime offered to bargaining unit employees shall be posted to give bargaining unit members ample time to sign up for the overtime. A senior bargaining unit member may bump a junior bargaining unit member, as long as it does not interfere with the senior bargaining unit member's assigned work shift schedule. If a bargaining unit member calls out sick, overtime (if needed to cover the shift) will be offered on a seniority basis to cover the employee that has called out for his/her work shift (as long as overtime does not interfere with a bargaining unit member's assigned shifts).

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**12.02 COMPENSATORY TIME OFF (CTO)**

The maximum number of CTO hours any non-exempt, non-sworn employee may accrue is 100 hours. Comp time hours in excess of 100 hours must be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

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

**12.03 CALL BACK**

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1-1/2) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

**12.04 WORKING OUT OF CLASS**

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of 5% higher than one's current salary. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Only trained Police Department personnel should be allowed to perform strip searches or Jailer duties. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

**12.05 NON-RECURRING COMPENSATION**

Unit employees shall receive a lump sum payment of \$375 upon full execution of this agreement. The payment will be provided as a separate payroll check in the first non-payroll week following full execution of this agreement.

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**ARTICLE 13 REIMBURSEMENTS****13.01 TUITION REIMBURSEMENT**

The City shall reimburse tuition for approved courses to unit members to a maximum of \$3,000 per fiscal year. Department Heads and employees should make every effort to submit accurate requests for tuition reimbursement during the annual budget process.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "C" Grade and commit to continued service to the City of San Fernando for the equivalent of the school units, not to exceed two (2) years.

Employees enrolled in an approved tuition reimbursement program may charge mileage beyond ten (10) miles against tuition reimbursement at the current IRS rate.

**13.02 MILEAGE REIMBURSEMENT**

Employees who are required by the City to use their private vehicles on City business (i.e. training) shall be reimbursed for mileage at the prevailing IRS rate.

**ARTICLE 14 NEPOTISM****14.01 NEPOTISM**

The City shall implement and enforce a policy prohibiting nepotism as defined below:

1. No person shall be appointed, promoted or hired into a position in the same department when that person's relative already holds a position in the same department, and such employment would result in a direct supervisor-subordinate relationship.
2. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy.
3. For purposes of this section, "relative" means spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.

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4. If a supervisor and subordinate in the same department marry, the department reserves the right to transfer the employee with the least City seniority to another assignment within the department that is consistent with this policy, without loss of pay. If no such assignment exists in the department that will remedy this supervisor-subordinate relationship, the employee with least seniority may be transferred to another department. If no such transfer is possible, that employee may be separated from service.

**ARTICLE 15      GRIEVANCE****15.01 GRIEVANCE PROCEDURES**

## STATEMENT OF INTENT

The City and the Union have a mutual interest in resolving workplace issues appropriately, expeditiously and at the lowest level possible. In recognition of this mutual interest, the parties acknowledge that the grievance process is not a replacement for daily communication between the employee and the supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

## DEFINITION

A grievance is defined as a dispute concerning the interpretation or application of this written MOU, disciplinary action or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU. The parties agree that the following shall not be subject to the grievance procedure:

- a. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding.
- b. Any issue that the parties agree to refer to another administrative resolution process.

## GENERAL PROVISIONS

## A. Grievance Process Rights

No grievant shall lose his/her right to process his/her grievance because of City-imposed limitations in scheduling meetings.

## B. TIME, TIME LIMITS AND WAIVERS

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“Business days” shall be defined as Monday thru Friday, exclusively of City Holidays, as defined in this MOU.

Time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, not to exceed sixty (60) business days. In addition, the grievant and the City may jointly waive one step of review from this grievance procedure.

**C. EXPEDITED ISSUES**

To resolve issues at the appropriate level, the following issues will be automatically waived to the City Administrator, third (3<sup>rd</sup>) step of the grievance process.

- Suspensions without pay
- Terminations
- Allegations of failure to accommodate medical restrictions
- Allegations of retaliation
- Whistleblower complaints

Any additional issues may be waived to the third (3<sup>rd</sup>) step upon mutual agreement of the Union and the City.

**Step 1**

Within ten (10) business days after the employee knew or should have known of the occurrence of the facts which the grievance is based, the grievance must be presented in writing to the immediate supervisor on the grievance form, signed and dated by the employee. The employee shall have the affirmative responsibility to forward a copy to the Personnel Office. The grievance must state the facts upon which the grievance is based, identifying the specific provisions of the MOU and/or Personnel Rules which are alleged to have been violated, and the specific remedy requested.

The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee’s proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall respond in writing within ten (10) business days following the meeting with the employee. The decision shall be personally served upon the employee or mailed to the employee’s last known address or otherwise specified by the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

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**Step 2**

If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, present a signed and dated grievance form to the Department Head within the ten (10) day failing period, with a copy forwarded to the Personnel Office. The grievance must state the facts upon which the grievance is based, identifying the specific provisions of the MOU and/or Personnel Rules which are alleged to have been violated, and specify the remedy requested.

The Department Head or appropriate designee shall meet with the employee within ten (10) business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The Department Head will provide a written response to the employee within the (10) business days of meeting with the employee. Failure of management to respond within the time limits shall entitle the grievant to process the grievance to the next level.

**Step 3 - MEDIATION**

If the grievance is not resolved in Step 2, the Union and the City by mutual agreement may request mediation, by letter to the City Manager. Within ten (10) business days of receipt of a request for mediation, the receiving party shall request that the Union obtain the services of a mediator from the State mediation and Conciliation Service.

The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.

Notwithstanding the above, the parties may mutually agree to accept the opinion of the mediator as binding.

If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

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**Step 4 - ARBITRATION**

If the mediation does not settle the grievance the Union may elect to serve a written request for arbitration with the Personnel Committee of the Council. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the Personnel Committee of the Council within twenty (20) business days following (a) the date of service of the written response of the mediator. Failure of the Union to serve a written request for arbitration with the Personnel Committee of the Council within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall jointly select an arbitrator from a list of seven arbitrators furnished by the State Mediation and Conciliation Service, within ten (10) business days following receipt of said list. Failure of the Union to notify the Personnel Committee of the Council of the selected arbitrator within 60 business days of receipt of said list shall constitute a waiver of the grievance.

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the State Mediation and Conciliation Service, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be paid by the losing party (the Union or the City's department whoever loses), it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- C. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

**PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES**

The Union may elect to file a grievance on behalf of two or more employees. The facts and issues of the grievance must be the same.

**PROCEDURE:****Step 1**

The Union shall file the grievance in writing with the City Manager or designee, of the affected department within twenty (20) business days following the day the issue arose. To the extent

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possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the City Manager.

The City Manager or designee shall provide written notification to the affected department of the receipt of the grievance. The City Manager, or designee, shall meet with the Union within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The City Manager, or designee, may include department managers who have knowledge of the grievance issues in the meeting with the union. The City Manager, or designee, shall prepare a written response within twenty (20) business days of the meeting.

**15.02 UNION STEWARDS**

- A. SFPCA/SEIU Local 721 shall designate a reasonable number of stewards (not to exceed 10) from the membership. A steward may represent a grievance at all levels of the grievance, and shall provide to the City Manager
- B. a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list.
- C. Stewards Rights

**1) PROTECTION AGAINST DISCRIMINATION AND RETALIATION.**

Management recognizes SEIU Local 721 Stewards and Alternates as official representatives of the Union, and such representatives are entitled to all rights and protections as defined by law and this MOU.

No Steward or Alternate shall be discriminated against or retaliated against in any manner because of the exercise of rights and duties as protected by law and this MOU.

The employer shall provide equal rights to stewards with disabilities.

Grievances filed under this section shall be expedited to the Third Step upon being filed.

**2) RELEASE TIME**

SEIU Local 721 Officers, Stewards and Alternates shall be allowed necessary time off without loss of pay and benefits to perform the responsibilities of their positions, including but not limited to the investigation and processing of grievances,

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representation at Skelly hearings, Weingarten meetings, informal meetings with Management or pre-disciplinary interviews, where there is a reasonable expectation that disciplinary action will follow and at all levels of the grievance procedure. Labor-Management meetings, New Employee Orientations, negotiations, steward trainings, paid time off for lost-time status, and to observe working conditions.

Management is responsible for staffing to accommodate release time upon notice of two (2) weeks for release time.

Stewards and Alternates who are assigned to work an evening shift, night shift or rotating shift or weekend shift shall be accorded full and equal rights under release time, including paid time status on employer's time, and shall not be discriminated against because of shift assignment.

If a steward must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the steward's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the steward shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the meeting requested.

Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

Stewards and Alternates who are assigned to work an evening shift, a night shift or a rotating shift or weekend shift shall be accorded full and equal rights under release time, including paid time status on employer's time, and shall not be discriminated against because of shift assignment.

- c. In order to facilitate the expeditious resolution of workplace disputes at the lowest

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possible level, the parties agree to establish a joint Labor-Management training program for Stewards and Front-Line supervisors.

- d. Any grievances arising from a violation of Steward Article will be submitted to the third (3<sup>rd</sup>) step of the grievance process for resolution.

No later than March 1, 2010, the Union and City representative will have established a curriculum and training program that will provide skills for both stewards and frontline supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and Front-Line Supervisors will be certified.

## **ARTICLE 16 MISCELLANEOUS**

### **16.01 LAYOFFS/SENIORITY/RE-EMPLOYMENT LISTS/CALL BACK/TRANSFERS IN LIEU OF LAYOFF**

The City agrees not to lay off or furlough unit employees during the term of this contract. However, the following layoff provisions are preserved for reference.

1. Layoffs

Whenever the City Council determines that employees are to be laid off due to curtailment of work, reorganization, lack of funds, or because the necessity for a position no longer exists, the City shall meet and confer prior to the layoffs with SFPCA/SEIU Local 721 to take appropriate action to mitigate such negative consequences of the City's action to bargaining unit employees. Such mitigation may include, but not be limited to, job placement assistance, and severance compensation subject to the meet and confer process.

The City Council may authorize the City Manager to layoff or transfer or demote in lieu of layoff. The City Manager shall notify those employees to be laid off at least ten (10) working days prior to the effective date of any such layoff. If less than ten (10) working days' notice is given, City shall pay commensurate pay up to ten (10) day total.

2. Seniority

Layoff shall be by seniority. Seniority for purpose of layoff shall be determined by the date of original appointment to the class. The seniority list shall include all permanent employees. When seniority is equal, the employee with the earliest hire time (original appointment in department for General Employees and original appointment in

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department to non-sworn position for Police) shall be determined to have the most seniority.

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

Any employee scheduled for layoff shall have the right to bump within a classification (should the job classification change, the employee will be able to use the new/current comparable classification to bump) in which he/she formally held. Seniority in this instance would be time served in this class and time in higher classification.

Permanent employees shall be laid off in the reverse order of seniority.

**3. Re-Employment Lists/Call Back**

Upon submission of the approved form to the Personnel Manager, employees laid off or demoted in lieu of layoff or transfer in lieu of layoff shall have their names placed on a re-employment list for their former class. The name of any employee on a re-employment list shall be ranked in order of the effective date of the layoff or demotion in lieu of layoff. A laid-off employee re-appointed from a re-employment list shall be considered as having been on leave of absence without pay during the period of layoff. The names of employees on the re-employment list shall be retained for the term of the MOU. If a vacancy is filled from a re-employment list, the appointee shall be the individual whose name appears in the first position on such list.

**4. Transfer in Lieu of Layoff**

Transfers, including lateral, will be by seniority within a classification. The City shall request volunteers first and if there are no volunteers, the employee with the least seniority will be automatically transferred.

The transfer will be held in abeyance and posted in the Personnel Division and respective department for five (5) work day to allow for volunteers to apply.

Should the position that the employee was transferred from becomes available, the employee who volunteered or was transferred due to his/her seniority shall be offered the available position or shift and will have the right of first refusal.

**16.02 SAFE AND RESPECTFUL WORKPLACE FOR ALL CITY WORKERS**

The City shall agree to update applicable policies to ensure a safe and respectful workplace for all workers. The City also affirms its respect for its workers and shall not condone any unfair

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treatment of any employee. The City shall update all policies once a year and provide the changes to the Union if and when updated.

**16.03 AGENCY SHOP**

The City accepts and makes part of this agreement, the Memorandum of Agreement implementing Agency Shop arrangement between the City and SFPCA/SEIU Local 721 (see details in the attached Exhibit A-Memorandum of Agreement). SFPCA/SEIU Local 721 agrees to update the attached Exhibit A – Memorandum of Agreement.

**16.04 VOLUNTARY POLITICAL CONTRIBUTIONS**

The City agrees to allow Unit employees to make voluntary political contributions to the Local 721 Political Action Committee through payroll deduction; any unit employee interested in making such contributions shall authorize the City in writing on a form, which clearly indicates that the funds will be used for political activities, and that the contribution is voluntary in nature. The Union shall abide by all Federal and State laws relating to such contributions, and indemnify the City in the event of litigation.

**16.05 BULLETIN BOARDS**

The City shall grant the Union reasonable access to work locations to post their bulletins as needed, for the purposes of notifying members of meetings, elections, events, and other relevant activities. Access shall be restricted so as not to interfere with the normal operations of the Departments or with established safety or security requirements.

**16.06 PRE-EMPTIVE LAWS**

If any article or section of this document or any addition thereto shall be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal or office, the remainder of this document shall not be affected thereby, and the parties shall upon request, enter into the “meet and confer” process to endeavor to agree to a replacement for such article or section.

**16.07 COURT APPEARANCE PAY**

Any bargaining unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half 1 ½ times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

**16.08 SHIFT SELECTION/TIME OFF SELECTION (ROTATING SHIFT EMPLOYEES)**

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Bargaining unit employees that work rotating shifts shall bid time off vacation requests, time off holiday requests and time off compensatory requests by seniority, according to their date of hire into that particular job classification in his/her department. Unit employees that work rotating shifts shall bid on a rotating basis from top to bottom annually (calendar year). Unit members on probation shall not be part of the bidding process until they have passed the probationary period.

Block requests of forty four (44) hours (vacation, holiday, compensatory, etc.) shall take precedence over shorter time off requests, regardless of seniority. If multiple unit employees request the forty four (44) hour threshold for the same time frame, then priority resorts back to seniority.

If a bargaining unit member requests time off, then wants to rescind his/her request, he/she must do so at least two calendar weeks (14 days) prior to their original requested time off. If the bargaining unit member does not give two calendar weeks' notice when rescinding a time off request, he/she will be required to take the original requested time off. If a bargaining unit member has no time in his/her respective time banks, they will be required to take time off without pay. The only exception is a catastrophic incident, such as a death in the family or illness. The unit employee may be asked to provide proof of catastrophic incident.

**16.09 USE OF CITY FACILITIES**

With the approval of City Manager, the City agrees that SFPCA/SEIU Local 721 may use City facilities to conduct meetings provided that such use does not interfere with the normal business operations of the City.

**16.10 SEIU LOCAL 721 ACCESS**

Upon notice to the Personnel Division, a SEIU Union Representative shall be permitted to City facilities or work sites during working hours to assist employees in adjusting their grievances, or to investigate complaints concerning working conditions. Such access shall not interfere with the employees work duties.

**16.11 UNIT INFORMATION**

Management will provide SFPCA/SEIU Local 721, quarterly, the list of employees in alphabetical order, their employee numbers, class titles, and work location by department. They will also provide the employees home address unless the employee objects in writing, such written statement will be provided to the Union.

**16.12 MEMBERSHIP MEETINGS**

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A total of one hour of City time will be provided every month for bargaining unit membership meetings, which will not take the place of a unit member's lunch break.

**ARTICLE 17      JOB DESCRIPTIONS & CLASSIFICATIONS****17.01 JOB DESCRIPTIONS & CLASSIFICATIONS**

The City shall establish a new classification, Senior Desk Officer, at a salary range equal to five percent (5%) above the Desk Officer salary range. The Senior Desk Officer duties will include, among other tasks, responsibility for the training program for new and existing Desk Officer positions.

After the Senior Desk Officer classification is established and added to the City's table of organization, the Police Department will conduct an internal recruitment. The successful employee's position will be reclassified from Desk Officer to Senior Desk Officer.

The City shall consult with the Union when it is establishing new, or revising existing job descriptions and classifications. It shall provide the Unit a draft of the changes under consideration.

The Bargaining Unit shall provide comments and recommendations about the new or revised job description or classification within fifteen (15) calendar days of receipt of the draft. The City shall consider the Unit's comments and recommendations as it prepares the final job description /classification for City Council approval.

The City shall meet and confer with the Union if the new or revised job description/classification potentially changes the Bargaining Unit of that position.

**17.02 JOB DESCRIPTIONS**

Each employee will be provided with a copy of his/her job description. The duties and responsibilities of each position shall be consistent with the specifications for the job.

For the purposes of this memorandum of understanding, "classification" shall mean an individual employee's job classification, or an individual employee's job description, or the classifications or job descriptions of a group of employees who share the same classification or job description.

**17.03 SAFETY COMMITTEE**

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The established Safety Committee will act as an advisory board to develop and recommend policies and procedures to the City Council and City Manager affecting the administration of City safety programs. The Union will name a bargaining unit employee to serve as its official representative to this committee.

**17.04 JOINT LABOR/MANAGEMENT COMMITTEE (JLMC)**

The City and the Union agree to establish a Joint Labor-Management committee to consult on issues of mutual concern. The committee shall be limited to a total of 6 members unless the parties mutually agree otherwise. Three (3) members shall be appointed by the City and three (3) shall be appointed by the Union.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings. The Committee will make recommendations to the Council for implementation once the Council concurs, with its recommendation.

The City and the Union agree to meet and confer through the Joint Labor Management Committee, which will meet on a monthly basis regarding the City Personnel Rules, Regulations and Policies including Departmental Rules, Regulations and Policies.

Scheduling of the Joint Labor Management Committee will be achieved by the parties mutually agreeing to the date, time and location.

The Committee will meet on City work time.

**17.05 OTHER**

The City will complete a Classification and Compensation study by June 30, 2016. Survey cities will be selected based on a number of criteria, including, but not limited to, population, types of service provided by staff, and relative size of budget. A copy of the draft report will be reviewed with the bargaining unit prior to finalization.

**ARTICLE 18      SIGNATURE PAGE****(SIGNATURE PAGE TO FOLLOW)**

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**CITY OF SAN FERNANDO****SAN FERNANDO POLICE CIVILIANS'  
ASSOCIATION (SFPCA)**

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Joel Fajardo Mayor	Date
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James Vanicek SFPCA President	Date
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Brian Saeki City Manger	Date
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Sylvia Ortega SFPCA Vice President	Date
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Chris Marcarello Deputy City Manager/ Public Works Director	Date
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Manuel Lizarraga SFPCA Treasurer	Date
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Nick Kimball Finance Director	Date
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Rosa Guzman SFPCA Secretary	Date
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Renee Anderson SEIU Local 721	Date
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**ATTACHMENT "B"****RESOLUTION NO. 7695****A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SAN FERNANDO, CALIFORNIA FOR EMPLOYER  
PAID MEMBER CONTRIBUTIONS**

**WHEREAS**, the governing body of the City of San Fernando has the authority to implement Government Code Section 20691;

**WHEREAS**, the governing body of the City of San Fernando has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of San Fernando of a Resolution to commence said Employer Paid Member Contributions (EPMC);

**WHEREAS**, the governing body of the City of San Fernando has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all members of Service Employees International Union (SEIU) Local 721, San Fernando Police Civilians' Association (also referred to as "classic" miscellaneous members) that are under the 3% @ 60 and 2% @ 55 retirement formula. It does not apply to "new" members hired on or after January 1, 2013 that are under the 2% @ 62 retirement formula.
- This benefit shall consist of paying, as scheduled below, the following specified normal member contributions as EPMC:

For SEIU/SFPCA members under 3% @ 60, the City shall pay as follows:

Effective July 11, 2015: 6.5% of normal member contributions

Effective June 25, 2016: 7.5% of normal member contributions

Effective June 24, 2017: 8.0% of normal member contributions

For non-sworn SEIU/SFPCA members under 2% @ 55 retirement formula, the City shall pay as follows:

Effective July 11, 2015: 6.0% of normal member contributions

Effective June 25, 2016: 7.0% of normal member contributions

Effective June 24, 2017: 7.0% of normal member contributions

- The effective date of this Resolution shall be July 11, 2015.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER** that the governing body of the City of San Fernando elects to pay EPMC, as set forth above.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Joel Fajardo, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of August, 2015, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Brian Saeki, City Manager  
By: Nick Kimball, Finance Director

**Date:** August 17, 2015

**Subject:** Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2015-2016

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 7697 to:

- a. Establish the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System;
- b. Fix the property tax rate for Fiscal Year (FY) 2015-2016 at \$0.247631 per \$100 of assessed valuation; and
- c. Levy that tax rate upon all taxable property in the City.

### **BACKGROUND:**

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

**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 2015-2016**Page 2 of 4

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4. In FY 1983-1984, the City levied and ad valorem property tax rate of \$0.26420 for each \$100 of assessed value on all property in the City subject to taxation (Resolution No. 5326, adopted August 15, 1983) to pay the City's annual CalPERS obligation.
5. In 1985, the Legislature adopted Revenue and Taxation Code Section 96.31, which authorized a jurisdiction to continue to impose an ad valorem property tax levy to make payments in support of pension programs, provided: 1) it was approved by voters prior to July 1, 1978, and 2) the jurisdiction imposed the property tax levy in either FY 1982-1983 or FY 1983-1984.
6. Section 96.31 further provided a cap on the tax rate that a jurisdiction may levy; specifically, the tax rate may not exceed the rate imposed by that jurisdiction in the 1982-1983 or 1983-1984 fiscal years, pursuant to a budget resolution adopted on or before July 1, 1983. Therefore, because the City of San Fernando adopted its FY 1983-1984 Resolution on August 15, 1983, the maximum rate it can levy is \$0.28420 for each \$100 of assessed property value, which rate was established in FY 1982-1983.
7. In order to pay the dramatic increases in the City's CalPERS obligation in FY 2004-2005, the City increased the rate to the maximum amount allowed of \$0.28420 from \$0.184199 (which is the rate it had been for the previous eight fiscal years).
8. On November 7, 2005, the City Council adopted Ordinance No. U-1568 which lowered the City's retirement costs by creating two tiers of benefits (3% @ 60 for employees hired before November 12, 2005 and 2% @ 55 for employees hired after this date). In addition, the Ordinance decreased the annual cost of living adjustment for retirees from 5% to 3% which was applicable to employees hired after November 12, 2005.
9. After adoption of the FY 2009-2010 budget, union groups representing the miscellaneous employees conceded to paying a portion of the retirement cost, up to 50% of the employee portion. In a similar fashion, the management group's union also conceded to a similar 50% contribution toward the employee portion of the retirement costs.
10. During FY 2008-2009 through 2012-2013, the U.S. housing market was devalued across the country. This resulted in the assessed valuation of land and property in the City of San Fernando declining from \$942,476,270 in FY 2008-2009 to a low of \$832,128,410 in FY 2012-2013 (approx. 12% decline).
11. During FY 2011-2012, the City's remaining union groups agreed to pay 50% of the employee portion of retirement cost.
12. During the budget process for FY 2013-2014, it came to the City's attention that the health care benefits of retired employees could no longer be charged to the Retirement Fund.

**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 2015-2016**Page 3 of 4

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Consequently, the City transferred the retiree health care benefit cost to the General Fund, which increased General Fund obligations and reduced the amount that could be funded from the property tax levy.

13. The ad valorem property tax rate levied on all taxable property to fund the City's CalPERS obligation in FY 2014-2015 was \$0.248317 per \$100 of assessed valuation.

**ANALYSIS:**

Each year at this time, the City must establish the amount to be raised from property taxes to cover the City's obligation to CalPERS, and to fix the tax rate in order to raise the necessary amount of money. The funds raised pursuant to this property tax are applied to the General Fund's pension expenses only. Since FY 2005-2006, all Special, Enterprise and former Redevelopment Agency funds have been paying their respective share of CalPERS expenditures.

Pursuant to California Revenue and Taxation Code Section 96.31, the City is authorized to impose a maximum tax rate of \$0.28420 per \$100 of assessed valuation of all taxable property in the City, which was the property tax rate imposed by the City in FY 1982-1983. The Los Angeles County Assessor has recently released their Statement of Values for FY 2015-2016. The total Assessed Value for San Fernando is \$1,685,676,080 (3% increase from FY 2014-2015). Of that, \$698,332,982 is attributable to former Redevelopment Project Areas and \$987,343,098 is attributable to the General Fund. Due to the elimination of redevelopment by the state, there are only specific instances in which the City receives property taxes that are collected in the former Redevelopment Project Areas. Although the Pension Tax is levied citywide, the City only receives the portion collected in the General Fund Area, Project Area 3A (due to that project area reaching the established revenue cap), and Project Area 4 (pursuant to a settlement agreement with the Department of Finance).

For FY 2015-2016, staff is recommending imposing a rate of \$0.247631 per \$100 of assessed valuation, which will raise approximately \$3,300,000 (see Exhibit "1" to the attached Resolution for additional detail). This represents a very slight decrease of 0.28% (or \$0.69 per \$100,000 of AV) from last year's levy of \$0.248317 per \$100 of assessed value. The overall tax base significantly increased for FY 2015-2016 due to Redevelopment Project Area #3A reaching its statutory limit and a settlement agreement with the State Department of Finance related to Redevelopment Project Area #4. Consequently, the City can raise approximately \$465,000 in additional funds while keeping the tax rate flat. Staff recommends using the additional funds to pay down the City's total unfunded CalPERS liability.

The City has a total unfunded CalPERS liability of approximately \$15.2 million that is amortized over a 20 year period and accrues 7.75% interest per year. Similar to making additional payments on a home mortgage, making additional payments will decrease the City's unfunded

**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 2015-2016**Page 4 of 4

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liability and ultimately save taxpayers a significant amount of interest cost in the long run. Therefore, staff recommends Council approval to keep the Pension levy flat to pay down the City's long term liability.

**BUDGET IMPACT:**

The City's ad valorem property tax dedicated to fund pension obligations is critical to the long term financial stability of the City. Most cities in California do not have a revenue stream dedicated to pay pension costs and must use general funds to meet their pension obligation. Continuing to manage this tax responsibly ensures a long term, non-General Fund revenue stream to pay employee pension costs.

**CONCLUSION:**

The Los Angeles County Auditor Controller requires the City Council approve a Resolution establishing the tax rate on an annual basis. This information must be submitted before August 21, 2015, to allow the levy to be placed on the current tax bills.

Adoption of the attached Resolution will fix the property tax rate at \$0.247631 per \$100 of assessed value and will be used to fund the City's annual CalPERS obligation, which is estimated at \$3,300,000 for FY 2015-2016.

**ATTACHMENTS:**

A. Resolution No. 7697 with Exhibit 1

**ATTACHMENT "A"****RESOLUTION NO. 7697**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, FIXING A TAX RATE AND LEVYING TAXES FOR FISCAL YEAR (FY) 2015-2016 ON PROPERTY WITHIN THE CITY FOR THE OBLIGATION OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR THE RETIREMENT BENEFITS OF CITY EMPLOYEES, AUTHORIZED AT AN ELECTION HELD ON APRIL 9, 1946**

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

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

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

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

**SECTION 4:** As set forth in Exhibit "1" to this Resolution, which is attached hereto and incorporated herein by this reference, the City Council has determined and fixed the sum of \$3,294,366 as the amount of revenue from property taxes necessary to pay the City's PERS obligation for FY 2015-2016.

**SECTION 5:** Pursuant to Exhibit "1" to this Resolution, the City Council hereby fixes the tax rate of the City of San Fernando for FY 2015-2016 at \$0.247631 and hereby levies such tax in that amount upon each one hundred dollars (\$100.00) of property value of all property in

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

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

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

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Joel Fajardo, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of August, 2015, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**RECUSE:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**EXHIBIT "1"**

<u>City of San Fernando</u>	
<b><u>FY 2015-2016 Calculation of Property Tax for City's Obligation to the California Public Employee's Retirement System</u></b>	
The following calculations are based on the assessed valuation figures received from the Los Angeles County Assessor for tax areas 240.01, 240.05, and 240.07 as well as the fixed base valuations for each former redevelopment project area.	
Assessed Valuation General City Area (240.01)	\$978,259,317
Assessed Valuation Civic Center 84 Annex (240.05)	\$244,183,822
Assessed Valuation RP Area #4 '95 Annex (240.07)	\$70,307,334
Former Redevelopment Agency Fixed Base Year	\$37,604,885
<b>Total Retirement Assessed Valuation</b>	<b>\$1,330,355,358</b>
Estimated Retirement Cost (FY 2015-16 Budget)	\$2,829,366
Plus Prior Year Shortfall	\$0
Plus Additional Payment to Side Fund Loan	\$465,000
<b>Funding Required (FY 2015-2016)</b>	<b>\$3,294,366</b>
<b>Funding Rate per \$100 of Assessed Value (Funding Required/Total Retirement AV)*100</b>	<b>\$0.247631</b>
Maximum Funding Rate Allowed*	\$0.284200
*The Funding Rate required is \$0.212677; The City is authorized to impose a maximum amount of \$0.284200 per Revenue and Taxation Code Section 96.31.	

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Brian Saeki, City Manager  
By: Nick Kimball, Finance Director

**Date:** August 17, 2015

**Subject:** Consideration to Adopt a Resolution Appropriating Federal and State Asset Forfeiture Funds in Fiscal Year 2015-2016

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 7696 (Attachment "A") appropriating Federal and State Asset Forfeiture Funds in Fiscal Year (FY) 2015-2016.

### **BACKGROUND:**

1. The Department of Justice Asset Forfeiture Program is a nationwide law enforcement program in which Federal employees, contract personnel, and state and local law enforcement officials work cooperatively in the investigation and prosecution of cases involving the seizure and forfeiture of assets that represent the proceeds of, or were used to facilitate federal crimes.
2. The state of California also has an Asset Forfeiture Program that is very similar to the federal program, except it involves seizure and forfeiture of assets that represent the proceeds or, or were used to facility criminal violations of the California Penal Code.
3. When City law enforcement personnel assist in federal or state forfeiture cases, the City receives equitable sharing payment of the seized asset(s) that reflects the degree of direct participation in the law enforcement efforts that resulted in the forfeiture.
4. In general, federal and state asset forfeiture funds may be used by law enforcement agencies for law enforcement purposes, including, but not limited to, personnel training, investigations and operations that further law enforcement goals and mission, law enforcement and detention facilities, law enforcement equipment, law enforcement travel and transportation, etc.

**Consideration to Adopt a Resolution Appropriating Federal and State Asset Forfeiture Funds in Fiscal Year 2015-2016**Page 2 of 2

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5. Appropriate uses of state asset forfeiture funds are similar to those of federal asset seizure funds except the state requires 10% of the total funds received are set aside for personnel training.

**ANALYSIS:**

The San Fernando Police Department has participated in a number of federal and state asset forfeiture investigations over the last few years and has received an equitable share of those seized assets. Currently, there are approximately \$50,000 in federal asset seizure funds and \$30,000 in state asset seizure funds.

The Police Department needs to upgrade their network servers and increase storage capacity to fully utilize the virtual patrol and jail camera systems. Purchasing law enforcement equipment, including computer hardware and software, to enhance law enforcement capabilities is an appropriate expenditure of federal asset seizure funds. Therefore, staff is requesting City Council appropriate \$30,000 from federal asset seizure funds to purchase multiple servers to increase the storage and computing capacity of the virtual patrol and jail camera systems.

Additionally, to comply with the state's requirement to set aside 10% of state asset seizure funds for law enforcement personnel training, staff is requesting City Council appropriate \$4,000 (i.e. 10% of asset seizure funds received since FY 2011-2012) from state asset seizure funds toward personnel training for the Police Department.

**BUDGET IMPACT:**

There is sufficient available fund balance in the federal and state asset seizure special revenue funds to appropriate the requested amounts.

**CONCLUSION:**

By using available asset seizure funds, the Police Department has the opportunity to address critical operational needs without impacting the General Fund. Staff recommends approving the budget resolution and appropriate funds to replace computer hardware related to critical law enforcement tool (i.e. virtual patrol and jail camera systems) and enhance law enforcement training.

**ATTACHMENT:**

- A. Resolution No. 7696

**ATTACHMENT "A"****RESOLUTION NO. 7696****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2015-16 ADOPTED ON JUNE 15, 2015**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2015-16, commencing July 1, 2015, and ending June 30, 2016; and

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

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016, a copy of which is on file in the City Clerk's Office, has been adopted on June 15, 2015.

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

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

Account 020-225-0000-4360:	
Increase Expenditures by:	\$ 4,000
Account 021-222-0000-4500:	
Increase Expenditures by:	\$ 30,000

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of August, 2015.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of August, 2015, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk



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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Brian Saeki, City Manager  
By: Chris Marcarello, Deputy City Manager/Public Works Director

**Date:** August 17, 2015

**Subject:** Consideration to Approve Professional Services Agreements for On-Call Engineering Services

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve professional services agreements with the several engineering services firms (Attachment "A") to provide as-needed, on-call professional services in support of City capital improvement projects, grant funding applications/project delivery, and infrastructure planning services; and
- b. Authorize the City Manager to execute agreements with the on-call professional services firms.

### **BACKGROUND:**

The City utilizes professional consulting services firms for the design of major capital projects involving street, landscaping, transportation, and utility improvements, among others. As the work load requires, staff will utilize the assistance of these firms to perform engineering design services, traffic engineering studies, public works inspection services, review of private development projects, geotechnical services, survey work, and special analyses. The attached on-call professional services agreements will establish a qualified list of firms for engineering services and other related projects. The approval of on-call agreements does not commit the City to expending a specified amount for professional engineering services. Services will be performed based on necessity and budget constraints. Funding is provided through several sources, including transportation funds, grant funds, gas tax funds, and enterprise funds, among others.

### **ANALYSIS:**

On-call agreements allow staff to retain specialized services that are regularly needed for various City projects. Fees for these services are set for a specific period of time and are

**Consideration to Approve Professional Services Agreements for On-Call Engineering Services**Page 2 of 3

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typically adjusted annually to account for changes in the Consumer Price Index. Many cities utilize these types of agreements to help supplement City staff with additional expertise on large, detailed projects. A formal Request for Proposals (RFP) document was publicized and the City received sixteen (16) responses through this process. Based on this response, staff has conducted a review of the responding firms and has prepared on-call professional services agreements. It has been determined that each firm meets the qualification requirements as specified in the RFP. Further, each firm has indicated that it can obtain necessary insurance coverage and a City business license prior to initiating any work. The proposed term for the on-call services agreements are for three (3) years, with a City option to extend for an additional two (2) years.

The City's operating and capital improvement program budgets include several planned projects that will require specialized assistance, including sewer capacity enhancements, water system improvements, grant-funded transportation improvement projects, storm water pollution prevention projects, landscaping/beautification projects and transportation projects, among others. On-call agreements allow staff to streamline the contracting process and expedite project delivery for projects. Having a pool of qualified consultants also allows staff to access competitive rates for professional services.

City Council approval of this item will authorize staff to utilize the prequalified firms to obtain specific project proposals from one or more of the selected consultants. Costs related to these services will then be charged directly to specific project accounts (i.e. street resurfacing, utility installation, traffic signal installation, etc.). For recurring functions (Transportation and Safety Commission studies/support, plan checking services, National Pollutant Discharge Elimination System/storm water compliance activities, regular public works permitting, etc.) the City will be able to use hourly rate schedules in order to ensure prompt and efficient service delivery.

**BUDGET IMPACT:**

Costs for professional services will be based on the attached hourly rate schedules provided by each consultant. Any scope of work under these on-call agreements will be negotiated with staff depending on type of services provided and service duration, among other components. These on-call agreements do not commit the City to expending a specified amount for professional engineering services. Services will be performed based on necessity and budget constraints. Funding is provided through several sources, including transportation funds, grant funds, gas tax funds, and enterprise funds, among others.

**CONCLUSION:**

It is recommended that the City Council approve on-call services agreements for up to a five (5) year period and authorize the City Manager to execute the agreements.

**Consideration to Approve Professional Services Agreements for On-Call Engineering Services**

Page 3 of 3

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**ATTACHMENTS:**

- A. Engineering Firm Listing
- B. Draft On-Call Professional Services Agreement and Rate Schedules

**ATTACHMENT "A"****ON-CALL ENGINEERING SERVICES FIRMS**

AMCS Construction Management, Inc. – El Monte, CA  
Bureau Veritas North America – Costa Mesa, CA  
California Code Check – Westlake Village, CA  
Charles Abbott Associates – Mission Viejo, CA  
CSG Consultants – Santa Ana, CA  
Evans Brooks Associates – Pasadena, CA  
Hall and Foreman, Inc. – Tustin, CA  
Interwest Consulting Group – Huntington Beach, CA  
John Robinson Consulting – Pasadena, CA  
Lucien J. LeBlanc – La Canada Flintridge, CA  
RCF Engineering, LLC. – West Covina, CA  
CEJ Engineering – Irwindale, CA  
Scott Fazekas and Associates – Irvine, CA  
Tom Brohard and Associates – La Quinta, CA  
TEC Environmental Compliance Services – Pasadena, CA  
Willdan Engineering – Ventura, CA

**Scope of Services**

- Electrical Engineering
- Civil Engineering
- Survey
- Public Works Inspection
- Traffic Engineering
- Grant Preparation/Administration
- Transportation Planning
- Project Management
- Development Review
- Landscaping Design
- Environmental/NPDES/Water Quality Engineering



2013

**PROFESSIONAL SERVICES AGREEMENT**

**(Short Description of Task or Undertaking Professional will Perform)**  
**(Name of Consultant)**

THIS 2013 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this [redacted] day of [redacted] 20[redacted] (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and [redacted] (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 [identify type of consulting services required] services in connection with the [identify underlying project, activity or undertaking with the sought after services will further or support]; 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

***If Contract Approved by City Council Use this Recital:***

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 [redacted] 20[redacted] under Agenda Item [redacted]; and

***Alternatively, if Contract Approved Administratively without City Council Approval but Pursuant to Established CITY Policy Use this Recital:***

WHEREAS, the execution of this Agreement was approved by the City Manager in accordance with CITY's procurement and purchasing procedures; 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; COMPENSAITON

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 [Insert Title of Consultant's Written Proposal Detailing Services and Tasks to be performed, time schedule for performance and compensation schedule] and dated as of [redacted] 20[redacted] 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:

**[EDITOR'S NOTE: The setting of a "term" is rather flexible and depends on the CITY's level of comfort with the vendor who is provide some sort of ongoing non-project-specific service. Engagements that require the vendor to make a heavier commitment of resources may warrant a longer term. As to extensions, some agreements may merit a single fixed term with no opportunity for automatic extensions; while others may merit some form of limited automatic extension (e.g., "the agreement may be extended for a maximum of two (2) six-month extension terms" or a "maximum of one (1) one-year extension. "). The extension could also be made contingent upon the CITY expressing some desire to authorize an extension. What is ultimately decided is up to the CITY. ]**

- A. This Agreement shall have a term of \_\_\_\_\_ (\_\_\_\_\_) [months?/years?] commencing from the [Effective Date??/?/ CITY's issuance of a written notice to proceed???] (hereinafter, the "Initial Term").
- B. **[EXAMPLE #1:** This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_-[month/year] extension terms, in the sole and absolute discretion of CITY, provided CITY 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. ]
- [EXAMPLE #2:** Upon the expiration of the Initial Term, this Agreement shall renew automatically for a maximum of \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_-[month/year] extension terms, unless, prior to the expiration of the Initial Term or any subsequent extension term, either Party issues written notice to the other expressing its desire not to extend the Agreement. In the event CONSULTANT does not desire to extend the Agreement, CONSULTANT's notice of intent not to extend the Agreement shall be delivered to CITY no less than sixty (60) calendar days prior to the expiration of the Initial Term or any subsequent extension term. ]
- 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:

**[EDITOR'S NOTE: As with the term, the compensation may be set in any manner the CITY deems desirable. It may be desirable to set a not-to-exceed amount for the entire Initial Term or alternatively set some monthly non-to-exceed cap. Some vendors request a flat fixed monthly fee that is paid no matter how much or how little work the Consultant actually does in a given month. This may be acceptable for small retainer amounts but may be less desirable where a larger monthly retainer is proposed. Unless the CITY can be assured with some level of confidence that a flat retainer is a more or less accurate representation of what would be charged on average if the consultant billed on an hourly basis, a large flat fixed monthly fee that does not require the Consultant to offer a breakdown of time actually worked could be viewed as suspect in the eyes of the public].**

- A. **[COMPENSATION OPTION #1]**  
CONSULTANT 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 XX/Section XX] of the Scope of Work under the heading "\_\_\_\_\_" (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 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". 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.

**[COMPENSAITON OPTION #2]**

In consideration for the performance of the Work, CONSULTANT shall be paid a flat monthly fee of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month during the Initial Term of this Agreement or any subsequent extension term.

B.

**[IF COMPENSATION OPTION #1, ABOVE, IS USED, THEN SOME VARIATION OF THE FOLLOWING WORDING SHOULD ALSO BE USED AS SUBSECTION (B) TO THIS SECTION ]**

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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) .....**[EXAMPLE #1: ...per month during the Initial Term or any subsequent extension term (hereinafter, the "Monthly Not-to-Exceed Sum"). ] [EXAMPLE #2 ...during any single fiscal year (hereinafter, the "Annual Not-to Exceed Sum"). ] [EXAMPLE #3: .... during the entire 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 .... [ Monthly Not-to-Exceed Sum? Annual Not-to-Exceed Sum? Contract Price? ]**

**1.4 PAYMENT OF COMPENSATION:**

**[EDITOR'S NOTE: If the Consultant is being compensated by way of a flat fixed monthly fee, some of the detail called for under subsection (A) becomes unnecessary]**

- 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 [Insert Name and Title of CITY's Point Person(s) for Overseeing the Consultant's Work] (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 [Insert Name and Title of Person who will be Representing Consultant in the Performance and Administration of this Agreement] 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:

**EDITOR'S NOTE: The stakes and level risk associated with the specific type of work performed under the agreement may warrant higher coverage limits in some instances or justify lower coverage limits in other instances. The following, however, a more or less middle ground level of coverages; consult with CITY Risk Manager if there are concerns. IMPORTANT NOTE: In so far as the CITY's own internal policies prescribe certain coverage limits it is important that all contracts conform to such limits]**

- 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 CONUSLTANT'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:**

**CITY:**

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

City of San Fernando  
 \_\_\_\_\_ [Office? Department? Division?]  
 Attn: \_\_\_\_\_  
 117 Macneil Street  
 San Fernando, CA 91340  
 \_\_\_\_\_@ci.san-fernando.ca.us  
 Tel: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_  
 Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

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:

**CITY:**  
City of San Fernando

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

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CONSULTANT:**  
**[Insert Name of Consultant]**

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

Print: \_\_\_\_\_

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

SAMPLE

**EXHIBIT "A"  
[SCOPE OF WORK]**

SAMPLE



COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST FOR PROPOSAL

PROFESSIONAL ENGINEERING AND PLAN CHECK REVIEW SERVICES

**SECTION 6 FEE PROPOSAL**

<b>FEES FOR PLAN REVIEW SERVICES</b>	<b>PERCENTAGE</b> (\$500.00 min. fee)
<b>Building Plan Review Fee - Includes initial, 1<sup>st</sup> re-check &amp; a 2<sup>nd</sup>/final re-check.</b> If 2 <sup>nd</sup> re-check results with more responses needed, then additional hourly fees may apply. Subsequent re-checks will be billed hourly thereafter. .....(applies when City PC fees are a % of Permit fee)	70% of City Plan Check Fees
<b>ADDITIONAL BUILDING PLAN REVIEW</b>	<b>HOURLY</b> (2 hour min. fee)
<b>Building Plan Review Fee – For Revisions to Approved Plans</b> Including "Supplemental Information" & Deferred Submittals .....(applies when City PC fees are hourly)	\$ 110.00 / hour
<b>Structural Only or MEP Only Building Plan Review</b>	\$ 110.00 / hour
<b>Grading Plan Review</b>	\$ 110.00 / hour
<b>Fire Code, Fire Sprinkler/Suppression and Alarm Review</b>	\$ 125.00 / hour
<b>Meetings/Consultation</b> regarding specific projects will be charged on an hourly basis. Travel reimbursement* may apply and will be assessed prior to meeting.	\$ 110.00 / hour
<b>FEES FOR ON-SITE SUPPORT, (4 hour minimum / day / individual)</b>	<b>HOURLY**</b>
<b>Contract Plans Examiner</b>	\$ 105.00 / hour
<b>Contract Building Inspector</b>	\$ 80.00 / hour (PW \$110.00)
<b>Mileage</b> (adjusted when IRS rate changes) – current rate: \$ 0.575 / mile	IRS RATE

\*Any travel expenses that may apply for meetings will be advised/ negotiated prior to the rendering of those services.  
 \*\*A 4 hr/day minimum per individual will be assessed for every scheduled day of work unless the personnel voluntarily elect to take time off. Overtime (OT) will be charged at 1.5 times the standard hourly rate and double-time (DT) will be charged at 2.0 times the standard rate. (If working a 4/10 schedule, OT is over 10 hours on any day and/or over 40 hours per week and weekends. Same principle applies to 9/80 schedules. DT is charged according to the state and federal laws. Hours worked on a designated holiday will be charged at the appropriate OT and DT rates). When our professional(s) provide(s) more than one service, each service will be bill according to the contracted rate for each service type.  
 Pick-up & delivery provided for all reviews, including re-checks. Invoices are created monthly, under Net 60 terms.

**PLAN REVIEW TURN-AROUND EXPECTATIONS ("OFF-SITE" PLAN REVIEWS)**

PROJECT	TURN-AROUND TIMES*	
	INITIAL REVIEW	RE-CHECK
<b>RESIDENTIAL</b>		
NEW CONSTRUCTION: SFD /TRACTS	10 working days	6 working days
NEW CONSTRUCTION: MULTI-FAMILY /APARTMENTS /CONDOMINIUMS (& MOST MAJOR PROJECTS)	10 working days	6 working days
ADDITIONS INCLUDING 2-STORY ADDITIONS / REMODELS / POOLS-SPAS (AND MINOR PROJECTS)	6 working days	5 working days
FIRE SPRINKLERS & FIRE ALARMS	10 working days	8 working days
<b>NON-RESIDENTIAL</b>		
NEW CONSTRUCTION / LARGE TENANT IMPROVEMENT (AND MOST COMPLEX / MAJOR PROJECTS)	10 working days	8 working days
ADDITIONS / REMODEL / MINOR TENANT IMPROVEMENTS (AND MINOR PROJECTS)	10 working days	6 working days
MEP ONLY: MECHANICAL, ELECTRICAL, PLUMBING	10 working days	8 working days
COMMERCIAL FIRE SPRINKLERS, ALARM, DETECTION & SUPPRESSION	15 working days	10 working days

\*These are maximum time requirements. This assumes that all required documents are included and does not include the time necessary to transport plans (generally one-two additional days, pending actual pick-up / delivery time).

SOUTHERN CALIFORNIA OFFICE  
 250 N. Westlake Blvd., Ste. 150  
 Westlake Village, CA 91362  
 (805) 230-2888 \* (805) 230-8288 fax

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CENTRAL CALIFORNIA OFFICE  
 5905 Capistrano Ave, Ste. F  
 Atascadero, CA 93422  
 (805) 792-1109 \* (805) 792-1110 fax

REQUEST FOR PROPOSAL | CITY OF SAN FERNANDO



**Mr. Chris Marcarello**  
**On Call Traffic Engineering and Transportation Planning Services**  
**July 27, 2015**

professional engineering experience, most of which has occurred in California. He is licensed as both a Professional Civil Engineer in both California and Hawaii and as a Professional Traffic Engineer in California. Today, Tom serves "on call" as Consulting Traffic and Transportation Engineer for the Cities of Big Bear Lake, Indio, and San Fernando. Tom has sufficient time to continue to serve the City of San Fernando at the same level as in prior years.

As shown on the enclosed resume, Tom has extensive experience in traffic engineering and transportation planning. During his career in both the public and private sectors, he has served as City Traffic Engineer for the Cities of Bellflower, Bell Gardens, Huntington Beach, Lawndale, Los Alamitos, Oceanside, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, San Fernando, San Marcos, Santa Ana, and Westlake Village. While serving these communities, he has personally conducted hundreds of investigations of citizen requests for various traffic control devices. During these assignments, Tom has successfully presented many traffic engineering reports in numerous meetings with City Councils and Traffic Commissions in these municipalities.

### REFERENCES

Please contact the following regarding Tom Brohard's experience and service as Consulting Traffic Engineer and Transportation Planner to these cities:

City of Big Bear Lake – David Lawrence, Director of Public Works/City Engineer -  
[dlawrence@CITYBIGBEARLAKE.com](mailto:dlawrence@CITYBIGBEARLAKE.com); (909) 866-5831 x198

City of Huntington Beach – Bob Beardsley, Director of Public Works (Retired) -  
[rf.beardsley@outlook.com](mailto:rf.beardsley@outlook.com); (714) 282-1979

City of Indio – Tim Wassil, Director of Public Works –  
[twassil@indio.org](mailto:twassil@indio.org); (760) 391-4017

City of Indio – Juan Raya, City Engineer -  
[jraya@indio.org](mailto:jraya@indio.org); (760) 541-4225

City of Tustin – Doug Stack, Director of Public Works/City Engineer -  
[DStack@tustinca.org](mailto:DStack@tustinca.org); (714) 573-3150

### FEE PROPOSAL

Compensation for all work performed by Tom Brohard and for portal to portal travel time to and from the City is proposed to occur on a time and materials basis at a rate of \$250 per hour. This hourly rate includes all indirect cost items

## ***Section 6 - Proposed Fees***

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### **PLAN REVIEW**

SFA proposes to charge seventy-five percent (75%) of the City's Building Plan Check Fee. This is based on using the 1997 UBC Fee Schedule and the most currently available Valuation Data Chart published by ICC. No additional charges would occur for rechecks unless the plans were deemed incomplete or were revised to the extent that the City would also be collecting additional fees. Such hourly charges would be based on a \$110.00 hour rate. Repetitive plan reviews for identical building such as tract homes would be charged at fifteen-percent (15%) of the plan check fee.

Additional related services required by the Building Official would be charged at an hourly rate which is mutually agreed upon in writing by both parties.

June 30, 2015

Dear Mr. Marcarello,

Reference is made to your request for proposal to provide on-call consulting services for the Public Works Engineering department of the City of San Fernando. In response to your request is the following proposal:

It is proposed that all on-call consulting services be provided at an hourly rate of \$140.00 per hour to be billed in increments of 0.1 hours for work done at our home office located in La Canada. When it is required to physically provide services at City Hall, time charged for such services shall include 0.3 hours travel time one-way from our home office in La Canada to City Hall in lieu of any mileage charges. It is further proposed, that a certificate of Liability Insurance be provided, for both Automobile Liability & Commercial Liability in the amount of \$1,000,000, naming the City of San Fernando as additionally insured. All costs for providing and maintaining said insurance policies shall be considered as paid for as part of the hourly rate charged for services provided and no additional charges shall be due therefore from the City of San Fernando.

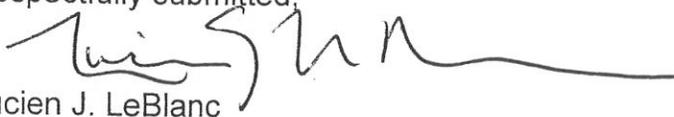
Attached for your information and consideration is my current resume outlining my qualifications, and experience, as well as current work references.

Please note that should "expert witness" testimony or court appearances on behalf of the city of San Fernando be required, a separate proposal for those services shall be made available upon request should the need arise.

It is proposed that invoices for services be presented at the end of each month for which services are provided and be due and payable thirty (30) days after presentation.

Thank you for this opportunity to be of service, I look forward to working with you.

Respectfully submitted,

  
Lucien J. LeBlanc

1200 Homewood Lane, La Canada, CA 91011

(818) 399-3802 (M) (818) 790-6359

It is possible that the WMP/EWMP could be voided permanently or temporarily as a result of litigation.

Nevertheless, the City is still responsible for implementing the sic core programs that make-up the stormwater management programs as the following excerpt from the MS4 permit indicates:

*Until the Watershed Management Program or EWMP is approved by the Regional Water Board or by the Executive Officer on behalf of the Regional Water Board, Permittees that elect to develop a Watershed Management Program or EWMP shall continue to implement watershed control measures in their existing storm water management programs, including actions within each of the six categories of minimum control measures consistent with 40 CFR section 122.26(d)(2)(iv).*

As you know, the Regional Board is not expected to approve the EWMPs until spring of next year. Because of the several legal challenges it is not likely that the EWMPs are expected to be adopted by that time – if it all. Included in the proposal below is a task that proposes **TECS** to attend ULAREWMP meetings and dialog with the City of Los Angeles, which is the lead agency for this group on issues regarding cost, defective computer modeling that has led to those costs, and the factoring-in of San Fernando already performing “capture and reuse”, a major feature of the EWMP, because of its location above groundwater recharge basins.

#### Proposed Fee for MS4 Permit Compliance

Program Element	Hours (@ \$125.00 Per Hour)	Totals
1. Program Management	80	\$ 8,000.00
2. Planning/Land Use Development	16	\$ 2,000.00
3. Development Construction	16	\$ 1,500.00
4. Illicit Connection & Discharge	16	\$ 1,000.00
5. Public Agency	16	\$ 500.00
6. Prepare Stormwater Pollution Prevention Program for Corporate Yard		\$ 4,000.00
7. Public Education Outreach	8	\$ 500.00
8. Training	20	\$ 2,500.00
9. Attend EWMP Meetings/Liaise with City	40	\$ 5,000.00
Totals	68	\$ 25,000.00

In closing, I would like to thank the City of San Fernando for giving TECS Environmental the opportunity to continue to provide to it MS4 compliance services.

## FEE PROPOSAL

### FEE SCHEDULE & HOURLY BILLING RATES (BY CALENDAR YEAR)

AIM Consulting Services

PROFESSIONAL ENGINEERING AND PLAN CHECK REVIEW SERVICES

CITY OF SAN FERNANDO

### FULLY BURDENED BILLING RATES

CLASSIFICATION	2015 Hourly Billing Rate	2016 Hourly Billing Rate	2017 Hourly Billing Rate
<b>PLAN CHECK SERVICES</b>			
1. STRUCTURE	\$ 150.00	\$ 155.00	\$ 155.00
2. CIVIL	\$ 150.00	\$ 155.00	\$ 155.00
3. GRADING	\$ 150.00	\$ 155.00	\$ 155.00
4. HYDROLOGY / DRAINAGE	\$ 140.00	\$ 145.00	\$ 145.00
5. SUBDIVISION	\$ 140.00	\$ 145.00	\$ 145.00
<b>GENERAL ENGINEERING</b>			
1. DEVELOP GRADING PLANS	\$ 160.00	\$ 165.00	\$ 165.00
2. PUBLIC IMPROVEMENT PLANS / SPECIFICATIONS	\$ 160.00	\$ 165.00	\$ 165.00
3. HYDROLOGY STUDIES	\$ 160.00	\$ 165.00	\$ 165.00
4. FEASIBILITY STUDIES	\$ 130.00	\$ 135.00	\$ 135.00
5. PUBLIC WORK INSPECTION	\$ 108.00	\$ 113.00	\$ 113.00
6. PROJECT MANAGEMENT	\$ 150.00	\$ 155.00	\$ 155.00
7. SURVEY	\$ 175.00	\$ 180.00	\$ 180.00
8. TECHNICAL TRAFFIC	\$ 160.00	\$ 165.00	\$ 165.00
9. REVIEW OF LAND DEVELOPMENT	\$ 130.00	\$ 135.00	\$ 135.00
10. CAD ENGINEER	\$ 80.00	\$ 83.00	\$ 83.00

NOTE: AIMCS IS OPEN FOR RATE NEGOTIATION TO SUIT SPECIFIC NEEDS.

## 6. FEE PROPOSAL

### SCHEDULE OF HOURLY BILLING RATES

Effective November 1, 2014

#### OFFICE:

Principal	\$215.00/Hour
Project Management (VP/Sr. Proj. Dir./Proj. Dir./Proj. & Survey Mgr)	\$195.00/Hour
Senior Engr./Proj. Eng./Proj. Surveyor/Sr. Designer/Principal Planner	\$150.00/Hour
GIS Programmer	\$125.00/Hour
Staff Engineer	\$129.00/Hour
Designer/Assist. Proj. Mgr/Planner/Survey Analyst	\$119.00/Hour
Assistant Engineer	\$106.00/Hour
GIS Analyst	\$110.00/Hour
Project Assistant/Expeditor	\$ 90.00/Hour
Administrative	\$ 72.00/Hour

#### EXPERT WITNESS:

Preparation for Depositions/Court Appearances	\$255.00/Hour
Depositions/Court Appearances	\$450.00/Hour

#### FIELD SURVEY:

(Prevailing Wage Rates available upon request)

1-Person Survey Crew	\$160.00/Hour
2-Person Survey Crew	\$210.00/Hour
3-Person Survey Crew	\$258.00/Hour
2-Person High Definition Survey Crew	\$250.00/Hour

#### CONSTRUCTION:

Project Manager	\$190.00/Hour
Resident Engineer	\$148.00/Hour
Inspector	\$123.00/Hour

Note 1: Client shall pay the cost, plus 15%, for any applicable governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, plotting costs, mileage, and delivery or messenger services incurred on Client's behalf. If requested, H&F will provide a computer printout, which details these costs. H&F does not typically provide any additional back up for these generally nominal expenses as part of our fee.

Note 2: In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.

Note 3: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

Note 4: Depositions and Court Appearances shall be billed at the above noted rate, with a four (4) hour minimum.



STATEMENT OF QUALIFICATIONS  
Professional Engineering and Plan Checking Services

**CEJ ENGINEERS, INC.**

Effective July 1, 2015 to June 30, 2016

**Hourly Rate Schedule**

**ENGINEERING DIVISION**

Principal Engineer.....	140.00
Project Manager.....	130.00
Senior Project Engineer.....	120.00
Senior Engineer.....	110.00
Associate Engineer.....	100.00
Design Engineer.....	95.00
Designer/CADD Drafter.....	90.00
Clerical/Technical Aide.....	65.00

**LANDSCAPE ARCHITECTURE**

Senior Landscape Architect.....	105.00
Associate Landscape Architect.....	95.00

**SURVEYING DIVISION**

Senior Surveyor.....	140.00
Senior Survey Analyst.....	130.00
Survey Analyst II.....	115.00
Survey Analyst I.....	100.00
Survey Party Chief.....	105.00
Field Party (Three).....	190.00
Field Party (Two).....	175.00
Field Party (One).....	110.00

**CONSTRUCTION MANAGEMENT/INSPECTION**

Operations Manager.....	110.00
Supervising Public Works Observer.....	100.00
Construction Manager.....	110.00
Construction Engineer.....	85.00

**REIMBURSABLE EXPENSES**

Reproduction.....	Cost
Subconsultant Services.....	Cost plus 10%
Automobile Transportation.....	Current rate
Delivery, Freight, Courier.....	Cost
Agency Fees.....	Cost
Commercial Travel / Subsistence.....	Cost

Additional billing classifications may be added to the above listing during the year as new positions are created. The above schedule is for straight time. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus ten percent (10%). A subconsultant management fee of ten percent (10%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2015 thru June 30, 2016, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County area, but not more than five percent per year.



**SECTION 6****Fee Proposal****PART I – PLAN CHECK FEES BASED ON CITY FEES**

We propose the following fee schedule for plan check services performed off site based on the City's Master Fee Schedule:

- ✓ 75% for first time check and any required re-check.
- ✓ 95% for expedited plan check.
- ✓ There is no charge for courier or shipping services.
- ✓ There is no charge for mileage.

**PART II – SERVICES BASED ON HOURLY FEE STRUCTURE****Building & Safety**

Deputy Building Official.....	\$125
Permit Technician I .....	45
Permit Technician II .....	50
Permit Technician III .....	55
Plan Check Specialist I .....	85
Plan Check Specialist II .....	95
Plan Check Specialist III .....	105
Plan Check Engineer .....	100
Senior Plan Check Engineer .....	120
Structural Plan Check Engineer .....	130
Building Inspector I .....	75
Building Inspector II .....	80
Building Inspector III .....	85
CASp Specialist .....	120

**Engineering**

Supervising Engineer .....	\$135
Design Engineer .....	125
Storm Water Engineer .....	120
Civil Plan Review Engineer.....	120
Project Manager .....	125
Associate Engineer III.....	105
Associate Engineer II.....	100
Associate Engineer I.....	85
Assistant Engineer.....	75
Engineering in Training.....	65
Public Works Inspector III.....	90
Public Works Inspector II.....	85
Public Works Inspector I.....	80
SWPPP Professional.....	85
Engineering Technician III .....	75

Engineering Technician II .....	70
Engineering Technician I .....	65
Draftsperson .....	60

**Traffic**

Traffic Engineer .....	\$135
Associate Traffic Engineer .....	120
Assistant Traffic Engineer .....	105
Traffic Technician II .....	95
Traffic Technician I .....	85

**Construction Management**

Construction Manager. ....	\$125
Assistant Construction Manager .....	110
Supervising Public Works Observer .....	105
Senior Public Works Observer .....	95
Construction Inspector III .....	85
Construction Inspector II .....	80
Construction Inspector I .....	75

## PROFESSIONAL ENGINEERING AND PLAN CHECK REVIEW SERVICES

### 6.0 COMPENSATION

JR Consulting is only proposing on the General Engineering Services which an hourly rate for each personnel category was requested. This section provides a listing of all hourly rates and other direct costs for services anticipated under the proposed scope of work.

#### Hourly Rate Sheet

Firm	Personnel to be Used on Project	Classification	Hourly Rate	Percentage of Time Devoted to a Grant Proposal
<b>Prime Consultant -</b> John Robinson Consulting, Inc.	John Robinson	Principal Grant Writing Loan Application Developer Grant Administrator	\$150	>75 % 100% when required
<b>Subconsultant</b> M2 Resource Consulting, Inc.	Karen Miller	Consultant QA/QC Grant Reviewer Grant Administrator	\$170	>50 % 100% when required

#### Notes:

- It is anticipated that actual services will be provided on an hourly rate (i.e. time & materials) basis under individual task orders at the direction of the City, with an established "not to exceed" contractual limit.
- Hourly rates shown represent each firm's fully-weighted costs, including administrative costs and local travel costs within 100 miles to City Hall. Note that M2 Resource Consulting (our subconsultant) staff does not charge for any travel cost to/from the Los Angeles area (air, hotel, car, etc.).
- If necessary, other direct costs not shown shall be pre-approved by the City and billed at cost.
- Subconsultant invoices are **NOT** subject to any markup on the total invoice amount.
- Above fee schedule is applicable for an initial period of three (3) years.

City of San Fernando

## 6. Fee Proposal

### Building and Safety Plan Review

Building and Safety Plan Review fees will be based on a percentage of the fee collected by the City and by the reviewer's hourly rate.

Service	% of Fee/Hourly Rate
Full Plan Review	75% of fee collected from City
Structural Only Plan Review	45% of fee collected from City
Non-Structural Only Plan Review	45% of fee collected from City
Plan Check Engineer/Plan Check Architect	\$140/hour
Senior Plans Examiner	\$125/hour

### Civil Plan Review and General Engineering Services

Civil Plan reviews and General Engineering Services provided to the City by Willdan staff will be calculated on an hourly basis for each review, see the attached Willdan Engineering Schedule of Hourly Rates.

City of San Fernando


**WILLDAN ENGINEERING**  
 Schedule of Hourly Rates

Effective July 1, 2015 to June 30, 2016

<b>ENGINEERING</b>		<b>INSPECTION SERVICES</b>		<b>BUILDING AND SAFETY</b>	
Technical Aide II	75.00	Public Works Observer I*	81.00	Senior Construction Permit Specialist	110.00
Designer II	131.00	Public Works Observer II*	89.00	Building Inspector*	115.00
Senior Designer I	138.00	Senior Public Works Observer I*	97.00	Senior Building Inspector	126.00
Senior Design II	145.00	Senior Public Works Observer II*	108.00	Plans Examiner	126.00
Assistant Engineer I	98.00	Senior Public Works Observer III*	116.00	Supervising Building Inspector	138.00
Assistant Engineer II	105.00	Senior Public Works Observer IV*	123.00	Senior Plans Examiner	138.00
Assistant Engineer III	116.00	Senior Public Works Observer V*	131.00	Inspector of Record	154.00
Associate Engineer I	132.00	<b>MAPPING AND EXPERT SERVICES</b>		Plan Check Engineer	154.00
Associate Engineer II	139.00	Survey Analyst II	126.00	Supervising Plan Check Engineer	159.00
Associate Engineer III	146.00	Senior Survey Analyst	143.00	Principal Project Manager	190.00
Design Manager	148.00	Supervisor – Survey & Mapping	164.00	Deputy Director	200.00
Senior Design Manager	156.00	Principal Project Manager	190.00	Director	203.00
Senior Engineer I	149.00	<b>LANDSCAPE ARCHITECTURE</b>		<b>PLANNING</b>	
Senior Engineer II	154.00	Assistant Landscape Architect	110.00	Planning Technician	93.00
Senior Engineer III	160.00	Associate Landscape Architect	126.00	Assistant Planner	115.00
Senior Engineer IV	168.00	Senior Landscape Architect	138.00	Assistant Community Development Planner	115.00
Project Manager I	135.00	Principal Landscape Architect	159.00	Associate Planner	126.00
Project Manager II	146.00	Principal Project Manager	190.00	Senior Planner	143.00
Project Manager III	164.00	<b>BUILDING AND SAFETY</b>		Principal Planner	159.00
Project Manager IV	181.00	Plans Examiner Aide	83.00	Deputy Director	200.00
Program Manager	190.00	Construction Permit Specialist	88.00	Director	203.00
Traffic Engineer I	175.00	Assistant Building Inspector*	105.00	<b>ADMINISTRATIVE</b>	
Traffic Engineer II	190.00			Administrative Assistant I	68.00
City Engineer I	190.00			Administrative Assistant II	83.00
City Engineer II	200.00			Administrative Assistant III	97.00
Principal Project Manager	190.00				
Deputy Director	200.00				
Director	203.00				
Principal Engineer	221.00				

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.

\* \$138 per hour For Prevailing Wage Project

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2015 thru June 30, 2016, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area, but not more than five percent per year.

City of San Fernando



## WILLDAN GEOTECHNICAL Schedule of Hourly Rates

Effective July 1, 2015 to June 30, 2016

### TECHNICAL STAFF

#### Geotechnical

Soil Technician (Non-prevailing Wages)	80.00
Sr. Soil Technician (Non-prevailing Wages)	90.00
Soil Technician (Prevailing Wages)	110.00
Sr. Soil Technician (Prevailing Wages)	110.00
Assistant Engineer III/Geologist III	116.00
Associate Engineer II/Geologist II	139.00
Senior Engineer III/Geologist II	160.00
Supervising Engineer/Geotechnical Engineer/Geologist	177.00
Principal Engineer/Geologist	221.00

#### Special Inspection (Concrete, Structural Steel, Welding)

Special Inspection (Non-Prevailing Wages)	75.00
Special Inspection (Prevailing Wages)	110.00
Supervisor	125.00
Construction Material Engineer	160.00

### ADMINISTRATIVE

Administrative Assistant I	68.00
Administrative Assistant II	83.00
Administrative Assistant III	97.00
Senior Drafter/CAD Operator	121.00

### EXPERT WITNESS

Principal Engineer/Geologist	350.00
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## Laboratory Fees

### IDENTIFICATION AND INDEX PROPERTIES

In-Situ Moisture and Density (ASTM D2937)	20.00
Grain Size Analysis (ASTM D422)	70.00
Sieve Only (3" to #200)	75.00
One Point	75.00
Specific Gravity (ASTM D854)	75.00
Sand Equivalent (ASTM D2419)	75.00
Percent Passing #200 Sieve (ASTM D1140)	50.00
Atterberg Limits (ASTM D4318) Multi-Point	110.00
Sieve and Hydrometer	120.00

### COMPACTION AND BEARING STRENGTH

Modified Proctor Compaction (ASTM D1557)	165.00
Method A or B (4" Mold)	175.00
Method A or B (6" Mold)	180.00
Compaction, California 216	250.00
R-Value	250.00
California Bearing Ratio CBR (ASTM D1883)	450.00
3 points	

### SHEAR STRENGTH

Torvane/Pocket Penetrometer	15.00
Direct Shear - per point	85.00
Consolidated-Drained per pt. (ASTM D3080)	120.00
Residual per pt	120.00
Unconfined Compression (ASTM D2166)	120.00
Unconsolidated-Undrained (UU)	150.00

### ASPHALT TESTS

Wash Gradation	100.00
Extraction/Asphalt	185.00
Hveem/Marshall Maximum Density	220.00

### CONSOLIDATION/COLLAPSE AND SWELL TESTS

Additional load increment	25.00
Additional Time rate per load increment	50.00
Single point (collapse test)	50.00
Remolded sample per specimen	50.00
Single Load Swell (ASTM D4546)	70.00
Ring sample, field moisture	70.00
Ring sample, air dried	70.00
Expansion Index (ASTM D4829/UCB 29-2)	125.00
Consolidation (ASTM D2435)	160.00
8 load increments w/one time-rate	

### LABORATORY PERMEABILITY

Constant Head (ASTM D2434)	235.00
Falling Head Flexible Wall (ASTM D5084)	285.00
Triaxial Permeability (EPA 9100)	330.00

### CHEMICAL TESTS

Organic content (ASTM D2974)	70.00
Corrosivity (pH, resistivity, sulfates, chlorides)	165.00

### CONSTRUCTION MATERIAL TESTING

Concrete Test Report	12.00
6 X12 Concrete Cylinder (C39)	25.00
2", 4", 6" Diameter Concrete Cores (Test Only)	25.00
Mortar and Grout, Cylinder and Cubes	25.00
Cylinders Pick-up	45.00
Reinforcing Steel, Tensile and Bend Tests	60.00

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Mileage/Field Vehicle usage will be charged at the rate of \$.575/mile or \$5 per hour, subject to negotiation. The rates will be subjected to a 4% annual escalation and will be automatically adjusted in the invoices.

Unit rates presented are for routinely performed geotechnical and construction material laboratory tests. Other tests can be performed in our laboratory, including rock core, soil cement, and soil lime tests. Additional tests will be quoted on request. The rates will remain firm for a period of 120 days from the date of this submittal. Unit rates presented herein assume samples are uncontaminated and do not contain heavy metals, acids, carcinogens, or volatile organic compounds that can be measured by an OVA or PID with concentrations greater than 50 ppm. Willdan will not accept contaminated samples. Uncontaminated samples will be disposed of 30 days after presentation of test results. The rates will be subjected to a 4% annual escalation and will be automatically adjusted in the invoices.



# Standard Rates

## SECTION 5

Services are billed on a time and materials basis according to our Standard Rates, shown below.

Professional Engineering Services – Standard Rates	
Senior Principal Engineer	\$205
Principal Engineer	\$180
Senior Engineer	\$165
Project Manager	\$165
Structural Engineer	\$165
Associate Engineer	\$145
Assistant Engineer	\$125
Engineering Technician	\$115
Resident Engineer	\$170
Structural Representative	\$170
Assistant Resident Engineer / Office Engineer	\$140
Senior Construction Inspector	\$130
Construction Inspector	\$115

Professional Building Services – Standard Rates	
Full Building Plan Check by Percentage	75% of City's Building Plan Check Fees
Plumbing, Mechanical & Electrical Plan Review by Percentage	35% of City's Building Plan Check Fees or 75% of City's P/M/E Plan Check Fees
Structural Plan Check by Percentage	35% of City's Building Plan Check Fees
Certified Plan Review / Building and Fire Life Safety Review	\$75
Structural Plan Review / Structural Engineer	\$95
Structural Plan Review / Professional Engineer	\$85
CASp Consultation	\$100
Overtime	1.5 x Hourly Rate

Rates reflect and include administrative costs and routine expenses such as local mileage, copying, fax, telephone, mail, in-house printing, software, and computer usage, and other expenses deemed necessary. Reproduction and sub-consultants are billed at cost plus 15%. Rates will remain effective through December 31, 2015.

TABLE: EBA FEE SCHEDULE

Assigned Personnel	Hourly Rate
Project Principal	\$160
Project Manager	\$150
Senior Engineer	\$150
Project Planner/Engineer	\$140
Environmental Specialist	\$120
Associate Planner/Engineer	\$100
Assistant Planner	\$75
Graphics/Mapping	\$75
Administrative Support	\$75

EBA also invoices its clients for the full cost of out-of-pocket expenses directly related to project assignments under contract.

City of San Fernando  
 RFP for Professional Engineering and Plan Check Review Services  
 6. Fee Proposal

## 6. Fee Proposal

Bureau Veritas North America, Inc. (BVNA) is pleased to provide a uniquely tailored fee proposal to the City of San Fernando. BVNA is willing to further negotiate a contract price that is reasonable and agreed upon by both the City and BVNA.

### ***Building Plan Review Percentage of Fee:***

**65% of all plan check fees collected by the City of San Fernando as noted in the 1997 UBC Table 1-A as adopted by the City\***

\*Fast track projects will be negotiated with the City.

\*Should the City adjust their fees collected, BVNA respectfully requests the opportunity to adjust our fees, with approval from the City.

### ***Hourly Billing Rates***

*For additional services not included above, the hourly rate table will apply.*

Title	Hourly Rate
Senior Civil Plan Review Engineer	\$95
Civil Plan Review Engineer	\$85
Map Reviewer	\$80
Civil Plan Reviewer	\$80
Structural Plan Review Engineer	\$85
M/E/P Plan Review Engineer	\$85
ICC Certified Building Plans Examiner	\$80
Plan Review Coordinator	\$70
Clerical/Administrative Support	\$60

### ***Engineering Plan Review Percentage of Fee:***

**75% of all plan check fees collected by the City of San Fernando as noted in the FY 2014/15 Annual Fee Schedule adopted by the City\***

\*Fast track projects will be negotiated with the City.

\*Should the City adjust their fees collected, BVNA respectfully requests the opportunity to adjust our fees, with approval from the City.

### ***Schedule Rate Increases***

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective at the start date of the contract. Rates may be adjusted by no more than 3% annually thereafter on the contract's anniversary date.



## 6. FEE PROPOSAL

### Plan Review Fee Structure

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For complete offsite plan review services, we propose a fee equal to 75% of the City of San Fernando's Engineering and Public Works plan review fee. Plan review services will include an initial first and second review with a minor third review for approval of the plans. Any additional plan review required beyond the third review, with approval by the City, will be billed at our hourly rates listed within the General Hourly Billing Rate schedule included within this proposal.

In-house plan review services if requested will be provided per our Schedule of Hourly Billing Rates dependent on the experience/qualifications of the plan reviewer desired. We recognize that often major revisions are necessary to previously approved documents; if this situation arises, we propose to provide additional plan review services on an hourly basis using the rates on the following page, with approval by the City.

There is no charge for courier or shipping services.

For expedited or fast-track projects, we propose a fee of 150% of the above noted fees contingent upon the availability of staff to perform the plan review. The above noted plan review fee covers a first, second and quick third review (for approval purposes only). We propose that additional reviews beyond that point should be billed hourly, in accordance with our hourly rate schedule, with advance approval from the jurisdiction.

### Standard Hourly Rate Structure

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**Effective July 1, 2015**

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal Engineer	178.50	Principal Building Official	147.00
City Engineer	169.00	Building Official	115.00
Project Supervisor	148.00	Senior Building Inspector	113.00
Project Manager	138.00	Building Plan Checker	99.00
Project Engineer	135.00	Building Inspector/Plan Checker	95.00
Sr. Registered Engineer	135.00	Code Enforcement Officer	75.00
Senior Design Engineer	117.00	Permit Specialist	69.00
Associate Engineer	113.00		
Assistant/Design Engineer	99.00	Community Development Director	147.00

		Principal Planner	135.00
Senior Traffic Engineer/Manager	153.00	Senior Planner	110.00
Transportation Planner	113.00	Associate Planner	99.00
Traffic Engineer Associate	97.00	Planning Technician	70.00
Sr. Draftsperson (CADD)	92.00	Landscape Director	118.00
Draftsperson (CADD)	82.00	Associate Landscape Architect	99.00
Computer Technician	82.00	City Forester	90.00
Senior Environmental Consultant	148.00	Expert Witness Services	200.00
Environmental Engineer/Scientist II	118.00	Senior Contract Administrator	110.00
Environmental Engineer/Scientist I	94.00	Administrative Assistant	60.00
Associate Environmental Engineer	89.00	Word Processor	50.00
		Clerical	45.00
Senior Public Works Inspector	98.00		
Public Works Inspector	89.00		
3-Person Survey Crew	275.00		
2-Person Survey Crew	215.00		

*The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).*



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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Brian Saeki, City Manager  
By: Nick Kimball, Finance Director

**Date:** August 17, 2015

**Subject:** Presentation of San Fernando's Financial Transparency Initiative

### **RECOMMENDATION:**

It is recommended that the City Council receive and file the report (presentation) on the City's Financial Transparency Initiative powered by Socrata financial transparency software.

### **BACKGROUND:**

1. Over the last twenty (20) years, there has been a dramatic shift in how governments at all levels do business and interact with the public.
2. In 1999, the Government Accounting Standards Board (GASB) announced Statement 34 (GASB 34), which has been widely viewed as one of the most significant changes in the history of financial reporting. The objective of GASB 34 was to make annual reports easier to understand and more useful to the people who rely on the financial information contained in the reports.
3. Since GASB 34, which, among other things, required governments to report the true value of assets on their financial statements, GASB has continued to release regulations that have increased financial transparency, especially for pension related benefits that previously were not required to be fully reported in financial statements.
4. The movement to greater transparency and availability of all types of data, not just financial, will continue and will be expected by engaged citizens and stakeholders.

### **ANALYSIS:**

In an effort to stay at the forefront of financial transparency, the City of San Fernando partnered with Socrata to offer access for citizens and stakeholders to up-to-date financial data through an intuitive and easy to use interface.

**Presentation of San Fernando's Financial Transparency Initiative**Page 2 of 2

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San Fernando's new financial transparency applications will:

1. Make financial information easily accessible to citizens and staff.
2. Provide citizens with a tool to gain greater understanding and increase confidence in their government by outlining how San Fernando spends tax dollars.
3. For government employees, it means budgets that are scrutinized carefully. By creating a clear picture regarding allocation, budgets, spending and reporting, financial transparency offers government workers the opportunity to be even more engaged in the finances of the organization.

Citizens and stakeholders can access the new financial transparency application from the City's website: [www.sfcity.org](http://www.sfcity.org)

**BUDGET IMPACT:**

The ongoing maintenance costs (\$750/month) for the Socrata software system were included in Fiscal Year 2015-2016 Adopted Budget.

Additionally, providing direct access to financial information should reduce the amount of time spent on public records requests as staff will be able to refer requestors to the applications.

**CONCLUSION:**

The Socrata financial transparency applications enable the City to stay at the forefront of financial transparency and further the City Council's commitment to accountability.

**ATTACHMENT:**

- A. Press Release

CITY COUNCIL**PRESS RELEASE**

MAYOR  
JOEL FAJARDO

VICE MAYOR  
SYLVIA BALLIN

COUNCILMEMBER  
ROBERT C. GONZALES

COUNCILMEMBER  
ANTONIO LOPEZ

COUNCILMEMBER  
JAIME SOTO

FOR IMMEDIATE RELEASE

CONTACT: Nick Kimball, Finance Director

(818) 898-7307

DATE: August 17, 2015

**The City of San Fernando Deploys an Easy-To-Use Suite of Financial  
Transparency Applications**

**San Fernando** – The City of San Fernando is proud to announce it has partnered with a leading citizen transparency software firm, Socrata, to deploy an easy-to-use suite of financial transparency applications to drive greater government accountability and transparency. With Socrata’s suite of financial transparency applications, the City of San Fernando is able to publish budget and expenditure data quickly, economically, and in a user-friendly way. Rather than wading through hundreds of pages of scanned financial documents or confusing Excel spreadsheets, citizens, stakeholders and staff can quickly access detailed, up-to-date budget and spending data wherever they can access the internet. The charts, graphs, and images are attractive, navigable, and easy to understand.

“The City of San Fernando is committed to providing the highest level of access and transparency to its community members. To further that goal, the City has implemented Socrata’s financial transparency applications, which empowers interested stakeholders to identify trends in local government spending and assists users with understanding where the City spends taxpayer dollars.”

The financial transparency applications may be accessed by clicking the “Open Budget Data” or “Open Expenditure Data” links on the City’s website: [www.sfcity.org](http://www.sfcity.org).

**ABOUT SOCRATA**

Socrata is the world leader in cloud solutions for open data and data-driven governments. Its innovative customers include the cities of New York, Chicago, San Francisco, Los Angeles, Melbourne and Eindhoven; the states of New York, Illinois and Texas; US Health and Human Services; Centers for Medicare & Medicaid Services; the UN, the European Commission, and the World Bank. Socrata’s solutions – including the recently launched Open Data Network™ which unleashes the full potential of government data to help drive connected communities around the world – assist

ADMINISTRATION  
DEPARTMENT

117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340

(818) 898-1202

WWW.SFCITY.ORG

**PRESS RELEASE****The City of San Fernando Deploys an Easy-To-Use Suite of Financial Transparency Applications**Page 2 of 2

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government leaders in improving transparency, modernizing citizen access to information and bringing data into every decision, all with unprecedented speed and cost savings. Delivered as turnkey services, Socrata's technologies unlock data trapped in enterprise silos, mobilize and transform it into useful information that everyone can easily access, visualize, share and reuse. To learn more about Socrata, visit [www.socrata.com](http://www.socrata.com).

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## AGENDA REPORT

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**To:** City Councilmembers

**From:** Mayor Joel Fajardo

**Date:** August 17, 2015

**Subject:** Consideration to Appoint a Member to the Development Advisory Committee for the Transit Oriented Development Overlay Zone Project

### **RECOMMENDATION:**

I recommend the appointment of Veronica Pacheco as the At-large Community Representative member to the Development Advisory Committee for the Transit Oriented Development Overlay Zone Project.

### **BACKGROUND:**

On August 4, 2014, the City Council approved the makeup of the 11 member Development Advisory Committee (DAC) including one At-large Community Representative (San Fernando Police Officer Adrian Flores).

On June 17, 2015, Police Officer Flores resigned and I am recommending the appointment of resident Veronica Pacheco to fill the seat as the At-large Community Representative member to the DAC.

Ms. Pacheco has lived in the City of San Fernando most of her life. She served as a camp counselor with the City's Recreation and Community Services Department for four summers, and graduated from Los Angeles Baptist in 2000. Ms. Pacheco has worked in the education field for over a decade with experience in information technology, operations and administration. In 2000, she began working with charter schools that are currently in the City of San Fernando. She now works as the Assistant Director of Operations for a charter school management organization (REAL Journey Academies, Inc.) in the Inland Empire.

### **BUDGET IMPACT:**

None

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## AGENDA REPORT

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**To:** City Councilmembers

**From:** Mayor Joel Fajardo

**Date:** August 17, 2015

**Subject:** Consideration to Adopt a Resolution Supporting Senate Bill 3 (Vidak) that Would Add Section 2704.69 to the Streets and Highways Code, Relating to Transportation

### **RECOMMENDATION:**

I am requesting that the City Council consider adoption of Resolution No. 7693 (Attachment "A") supporting Senate Bill 3 (Vidak) that would add Section 2704.069 to the Streets and Highways Code, relating to Transportation.

### **BACKGROUND/ANALYSIS:**

1. On June 30, 2015, Senator Andy Vidak introduced Senate Bill 3 (SB-3), bipartisan legislation to allow Californians to vote again on the controversial High-Speed Rail (HSR) project (Attachment "B"). Vidak's measure would allow Californians to vote on whether they want to continue funding the HSR project, which is estimated to cost \$100 billion to complete, and would immediately freeze any further spending on the project until after a vote on June 7, 2016. If approved by voters, any unspent HSR dollars would be redirected to repair and/or construct new state highways and local streets and roads.
2. On August 19, 2015, SB-3 will be presented to the Senate Transportation and Infrastructure Development Committee.

### **BUDGET IMPACT:**

There is no impact to the Fiscal Year 2015-2016 budget.

### **ATTACHMENTS:**

- A. Resolution No. 7693
- B. Senate Bill 3

**ATTACHMENT "A"****RESOLUTION NO. 7693****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, SUPPORTING SENATE BILL 3 (VIDAK) THAT WOULD ADD SECTION 2704.096 TO THE STREETS AND HIGHWAYS CODE, RELATING TO TRANSPORTATION**

**Whereas**, the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, approved by the voters as Proposition 1A at the November 4, 2008, general election, provides for the issuance of general obligation bonds in the amount of \$9 billion for high-speed rail purposes and \$950 million for other related rail purposes;

**Whereas**, Article XVI of the California Constitution requires measures authorizing general obligation bonds to specify the single object or work to be funded by the bonds and further requires a bond act to be approved by a  $\frac{2}{3}$  vote of each house of the Legislature and a majority of the voters;

**Whereas**, Senate Bill 3 (Vidak) would provide that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase 1 blended system.

**Whereas**, Senate Bill 3 (Vidak), subject to the above exception, would require redirection of the unspent proceeds from outstanding bonds issued and sold for other high-speed rail purposes prior to the effective date of these provisions, upon appropriation, for use in retiring the debt incurred from the issuance and sale of those outstanding bonds.

**Whereas**, Senate Bill 3 (Vidak), subject to the above exception, would also require the net proceeds of bonds subsequently issued and sold under the high-speed rail portion of the bond act, upon appropriation, to be made available to the Department of Transportation for repair and new construction projects on state highways and freeways, and for repair and new construction projects on local streets and roads, as specified.

**Whereas**, Senate Bill 3 (Vidak) would make no changes to the authorization under the bond act for the issuance of \$950 million in bonds for rail purposes other than high-speed rail.

**Whereas**, these provisions would become effective only upon approval by the voters at the June 7, 2016, statewide primary election.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER SUPPORT OF SENATE BILL 3 (VIDAK) THAT WOULD ADD SECTION 2704.096 TO THE STREETS AND HIGHWAYS CODE, RELATING TO TRANSPORTATION.**

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Joel Fajardo, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of August, 2015, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**ATTACHMENT "B"**

CALIFORNIA LEGISLATURE—2015–16 FIRST EXTRAORDINARY SESSION

**SENATE BILL****No. 3**

**Introduced by Senator Vidak**  
(Coauthor: Assembly Member Salas)

July 1, 2015

An act to add Section 2704.096 to the Streets and Highways Code, relating to transportation.

## LEGISLATIVE COUNSEL'S DIGEST

SB 3, as introduced, Vidak. Transportation bonds: highway, street, and road projects.

Existing law, the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, approved by the voters as Proposition 1A at the November 4, 2008, general election, provides for the issuance of general obligation bonds in the amount of \$9 billion for high-speed rail purposes and \$950 million for other related rail purposes. Article XVI of the California Constitution requires measures authorizing general obligation bonds to specify the single object or work to be funded by the bonds and further requires a bond act to be approved by a  $\frac{2}{3}$  vote of each house of the Legislature and a majority of the voters.

This bill would provide that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase 1 blended system. The bill, subject to the above exception, would require redirection of the unspent proceeds from outstanding bonds issued and sold for other high-speed rail purposes prior to the effective date of these provisions, upon appropriation, for use in retiring the debt incurred from the

**SB 3**

— 2 —

issuance and sale of those outstanding bonds. The bill, subject to the above exception, would also require the net proceeds of bonds subsequently issued and sold under the high-speed rail portion of the bond act, upon appropriation, to be made available to the Department of Transportation for repair and new construction projects on state highways and freeways, and for repair and new construction projects on local streets and roads, as specified. The bill would make no changes to the authorization under the bond act for the issuance of \$950 million in bonds for rail purposes other than high-speed rail. These provisions would become effective only upon approval by the voters at the June 7, 2016, statewide primary election.

Vote:  $\frac{2}{3}$ . Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 2704.096 is added to the Streets and  
2 Highways Code, to read:  
3 2704.096. (a) (1) Notwithstanding any other provision of this  
4 chapter, and except as provided in paragraph (2), no further bonds  
5 shall be issued and sold for purposes of Section 2704.06 on and  
6 after the effective date of this section.  
7 (2) This section shall not apply to bonds issued and sold for  
8 purposes of Section 2704.06 with respect to the appropriation in  
9 Item 2665-104-6043 of Section 2.00 of the Budget Act of 2012,  
10 as added by Section 3 of Chapter 152 of the Statutes of 2012.  
11 (b) Notwithstanding any other provision of this chapter, and  
12 except as otherwise provided in paragraph (2) of subdivision (a),  
13 the unspent proceeds from outstanding bonds issued and sold  
14 pursuant to Section 2704.06 prior to the effective date of this  
15 section shall, upon appropriation by the Legislature, be redirected  
16 from high-speed rail purposes for use in retiring the debt incurred  
17 from the issuance and sale of those outstanding bonds.  
18 (c) Notwithstanding any other provision of this chapter, the  
19 remaining unissued bonds, as of the effective date of this section,  
20 that were previously authorized pursuant to Section 2704.06, except  
21 as otherwise provided in paragraph (2) of subdivision (a), are  
22 hereby authorized to be issued and sold, and 50 percent of the net  
23 proceeds, upon appropriation by the Legislature, shall be made  
24 available to the Department of Transportation to fund repair and

— 3 —

**SB 3**

1 new construction projects on state highways and freeways, and  
2 the remaining 50 percent of the net proceeds, upon appropriation  
3 by the Legislature, shall be made available to the Department of  
4 Transportation to create a program to fund repair and new  
5 construction projects on local streets and roads, with each county  
6 to receive a base amount of the local street and road funding, and  
7 any additional funding to be allocated based on a county's  
8 population.

9 SEC. 2. Section 1 of this act would modify the single object  
10 or work of a general obligation bond act previously submitted to  
11 the voters by the Legislature pursuant to Section 1 of Article XVI  
12 of the California Constitution, and subsequently approved by the  
13 voters as Proposition 1A at the November 4, 2008, statewide  
14 general election. Accordingly, Section 1 of this act shall become  
15 effective only upon approval by the voters. The Secretary of State  
16 shall submit Section 1 of this act to the voters on the ballot of the  
17 June 7, 2016, statewide primary election.

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Councilmember Jaime Soto

**Date:** August 17, 2015

**Subject:** Update on Water Rebates, Incentives and Grants Programs for Residents and Businesses

### **RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and consideration.

### **BACKGROUND:**

Given the historic drought in the State of California, I would like City Council to give direction to City staff to provide an overview at one of the September Council meetings on the water rebates, incentives and grant programs currently offered by the City, the Metropolitan Water District (MWD) or any state, county or regional agency to residents, property owners and businesses in the City of San Fernando.

I would also like to ask that the City submit a request to Metropolitan Water District asking how many City of San Fernando residents or businesses applied for and how many received funding from the highly-successful \$450 million Turf Removal Program. MWD's turf removal program was the largest of its kind in the nation and will result in the removal of more than 150 million square feet of turf, will save 80,000 acre-feet of water, equal to the amount of water provided to 160,000 households in one year.

Finally, I would also seek Council support to have the City submit a request to MWD to host a Water Conservation Workshop for residents and businesses. I would recommend a Saturday morning in September or October at Heritage Park.

I hope I can count on your support on these items.

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Councilmember Jaime Soto

**Date:** August 17, 2015

**Subject:** Sewer System Follow Up Concerns

**RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and consideration.

**BACKGROUND:**

As a follow up to the recent presentation made by staff regarding the City's Sewer System, I would like to know what areas were covered in the City (in regards to the 24% that were accessed). I would like that staff provide the City Council with a map regarding the specific streets and addresses. Also, now that funds are available, I would like that staff provide a timeline for sewer repairs.

This could include a presentation from City management if needed.

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Councilmember Jaime Soto

**Date:** August 17, 2015

**Subject:** Security Concerns Regarding the City of San Fernando's Water Well on Dronfield Avenue and Hubbard Street

**RECOMMENDATION:**

I have placed this item on the agenda for City Council discussion and consideration.

**BACKGROUND:**

I would like to discuss security concerns regarding the City of San Fernando's water well at Dronfield Avenue and Hubbard Street including reducing public access to that property to ensure our City's water safety.

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Brian Saeki, City Manager

**Date:** August 17, 2015

**Subject:** Discussion and Request for Direction Regarding the Development of Comprehensive Decorum and Code of Conduct Policy

### **RECOMMENDATION:**

It is recommended that the City Council discuss and provide direction to City staff to develop a comprehensive decorum and code of conduct policy which can be returned to the City Council within the next 30 to 45 days for discussion, deliberation and possible approval.

### **BACKGROUND/ANALYSIS:**

A number of California cities have adopted policies which govern communications and interactions between elected and appointed officials and members of the public as well as communications and interactions between elected and appointed officials and City staff. These policies help improve order and decorum and public meetings which in turn improves the exchange of ideas and the development of good public policy. Such policies also promote better relations between elected and appointed officials and the City's administrative personnel in a manner that ensures that policy makers have an effective outlet for their questions and concerns while also preserving the integrity and operational efficiency associated with the City Council-City Manager form of government recently adopted by the City of San Fernando.

It is recommended that the City Council give City staff authority and direction to develop such policies and return to the City Council within a 30 to 45 day timeframe with a draft proposal. The proposed policy could address issues such as meeting decorum, interaction and communication between Councilmembers and staff and such other issues as the City Council may deem desirable.

### **BUDGET IMPACT:**

There is no impact to the budget related to this discussion/action.