



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA

NOVEMBER 21, 2016 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer

APPROVAL OF AGENDA

PRESENTATIONS

- a) TRIBUTE TO OUR TROOPS
Mayor 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.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – November 21, 2016**Page 2 of 4

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) REQUEST TO APPROVE MINUTES OF NOVEMBER 7, 2016 – REGULAR MEETING**2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 16-112 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO PART-TIME EMPLOYEES BARGAINING UNIT

Recommend that the City Council:

- a. Approve the proposed Memorandum of Understanding with the San Fernando Part-time Employees Bargaining Unit (Contract No. 1838); and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

4) CONSIDERATION OF REQUEST TO SEND A LETTER OF SUPPORT FOR LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD CANDIDATE

Recommend that the City Council approve a letter of support for Los Angeles Regional Water Quality Control Board candidate James Davis.

5) CONSIDERATION TO ADOPT AN ORDINANCE PROHIBITING OUTDOOR PERSONAL MARIJUANA CULTIVATION AND ESTABLISHING REGULATIONS AND A PERMITTING PROCESS FOR THE INDOOR PERSONAL CULTIVATION OF MARIJUANA

Recommend that the City Council waive full reading of Ordinance No. 1659, and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, Prohibiting Outdoor Personal Marijuana Cultivation and Establishing Regulations and a Permitting Process for the Indoor Personal Cultivation of Marijuana, Subject to California Voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election."

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – November 21, 2016**Page 3 of 4

6) UPDATE REGARDING RECREATION PARK IMPROVEMENTS AND CONSIDERATION TO APPROVE CHANGE ORDER REQUEST FOR OUTDOOR FITNESS EQUIPMENT

Recommend that the City Council:

- a. Receive and file an update on the improvements made at Recreation Park; and
- b. Approve a Change Order request for the amount of \$14,150 to expand the fitness zone to accommodate new outdoor fitness equipment.

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

Recommend that the City Council receive and file the status update on the solid waste billing process and delinquency notices to property owners.

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

Recommend that the City Council approve a letter of support for the San Fernando Community Health Center.

9) DISCUSSION REGARDING COMMERCIAL CANNABIS ACTIVITIES

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

CITY COUNCIL - LIAISON UPDATES**DEPARTMENT HEADS - COMMISSION UPDATES****GENERAL COUNCIL COMMENTS****STAFF COMMUNICATION**

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – November 21, 2016**Page 4 of 4

RECESS TO CLOSED SESSION**A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6****Designated City Negotiators:**

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

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

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

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: November 17, 2016 (5:00 p.m.)

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

Regular Meeting

San Fernando City Council

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 7, 2016 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales called the meeting to order at 6:02 p.m.

Present:

Council: Mayor Robert C. Gonzales, Vice Mayor Joel Fajardo, and Councilmember Antonio Lopez

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

Absent: Councilmember Antonio Lopez

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer Rodriguez

APPROVAL OF AGENDA

City Manager Saeki requested to pull Item No's 4 and 5 and move to the meeting of November 21, 2016.

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

PRESENTATIONS

The following presentations were made:

- a) TRIBUTE TO OUR TROOPS – Juan Serrano Jr.
- b) CERTIFICATES OF RECOGNITION – CHILE FESTIVAL VOLUNTEERS

SAN FERNANDO CITY COUNCIL**MINUTES – November 7, 2016****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Liana Stepanyan, San Fernando Library Branch Manager, invited everyone to their upcoming events.

Julie Cuellar expressed concern regarding motorists constantly speeding and running stop signs and the City's need to hire additional police officers.

Lupita Camacho spoke on behalf of the Downtown Mall businesses and their concern regarding filming in that area and the impact and losses the businesses have been experiencing.

Carlos (did not provide last name), Downtown Mall business owner, talked about his concerns regarding filming as well (in 2013 he lost \$8,000).

Ronnie Velez invited everyone to an upcoming gay pride youth event in the San Fernando Valley.

CONSENT CALENDAR

Motion by Councilmember Ballin, seconded by Councilmember Soto, to approve Consent Calendar Items 1, 2, 3, and 6. Item No's 4 and 5 to be moved to November 21, 2016.

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. OCTOBER 3, 2016 – REGULAR MEETING
 - b. OCTOBER 17, 2016 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO AMEND AGREEMENT WITH GENERAL PUMP COMPANY FOR THE INSTALLATION OF A DEEP WELL TURBINE PUMP AND RELATED ELECTRICAL IMPROVEMENTS
- 4) REPUBLIC SERVICES UPDATE ON SOLID WASTE BILLING PROCESS AND DELINQUENT ACCOUNT NOTICES TO PROPERTY OWNERS
- 5) CONSIDERATION OF A LETTER OF SUPPORT FOR THE SAN FERNANDO COMMUNITY HEALTH CENTER
- 6) CONSIDERATION TO APPROVE THE PURCHASE OF REPLACEMENT DISPATCH/9-1-1 FURNITURE

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – November 7, 2016****Page 3****ADMINISTRATIVE REPORTS**

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

8) UPDATE FROM SENATOR ROBERT HERTZBERG

Senator Robert Hertzberg provided an update regarding various projects that his office is working on and he talked about his support for the City of San Fernando.

Discussion ensued amongst Councilmembers and Senator Hertzberg (no formal action was taken).

PUBLIC HEARING

7) CONSIDERATION TO ADOPT ORDINANCES RELATING TO THE ADOPTION OF A CODE AMENDMENT TO EITHER (1) PROHIBIT OUTDOOR PERSONAL MARIJUANA CULTIVATION AND ESTABLISH REGULATIONS AND A PERMITTING PROCESS FOR INDOOR PERSONAL MARIJUANA CULTIVATION; OR (2) ESTABLISH REGULATIONS AND A PERMITTING PROCESS FOR BOTH INDOOR AND OUTDOOR PERSONAL MARIJUANA CULTIVATION, SUBJECT TO CALIFORNIA VOTER APPROVAL OF PROPOSITION 64

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

Mayor Gonzales declared the Public Hearing open.

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

Motion by Vice Mayor Fajardo, seconded by Mayor Gonzales, to close the public comment portion of the Hearing. By consensus, the motion carried.

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

- a. Urgency Ordinance No. U-1658 by title, “An Urgency Ordinance of the City Council of the City of San Fernando, California, Prohibiting Outdoor Personal Marijuana Cultivation and Establishing Regulations and a Permitting Process for the Indoor Personal Cultivation of Marijuana and Declaring the Urgency Thereof in Accordance With Government Code Sections 36934 and 36937, Subject to California Voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election”;
- b. Ordinance No. 1659 by title, “An Ordinance of the City Council of the City of San Fernando, California, Prohibiting Personal Marijuana Cultivation and Establishing Regulations and a Permitting Process for the Indoor Personal Cultivation of Marijuana, Subject to California Voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election” by majority vote of the City Council; and

SAN FERNANDO CITY COUNCIL**MINUTES – November 7, 2016****Page 4**

- c. Include the following amendments to both ordinances:

“cultivation will not be allowed within a required walkway or common open space area...”, in addition to “allowing for the enclosed accessory structures to be placed at distance of three to ten feet from a required property line, subject to review and approval of the Community Development Department to ensure that the structure is not visible from the public right of way...and odors.”.

The motion carried with the following vote:

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

ADMINISTRATIVE REPORTS (CONTINUED)**9) UPDATE ON THE SAN FERNANDO FALL HARVEST BREWFEST EVENT**

David Bernal, San Fernando Fall Harvest Brewfest Event coordinator, provided an update and replied to various questions from Councilmembers.

10) DISCUSSION REGARDING FILMING IN THE DOWNTOWN AREA

Councilmember Ballin expressed frustration and concern regarding the continuous filming in the Downtown Mall area and said that it has created an unfair financial burden on the small businesses. She recommended that staff perhaps put together an ordinance that would prohibit any downtown area filming or leasing of public parking lots in that area.

Discussion ensued amongst Councilmembers and staff. By consensus, staff will bring forth a proposal to address this issue.

11) DISCUSSION AND DIRECTION REGARDING POTENTIAL REORGANIZATION OF THE CITY TREASURER DIVISION

At the request of Councilmember Ballin, City Manager Saeki provided background information. He reported that the City has been fortunate because, for many years, the current elected City Treasurer has held a dual position as full-time Treasurer Assistant. If in the future, she chooses not to run for City Treasurer, there would be additional \$32,000 annual cost to the City. It may be City Council's desire to take a broader look at both the elected City Treasurer and Treasurer Assistant positions.

Deputy City Attorney Padilla added that there is a ballot measure component to this item because the City Treasurer is an *elected* position and a proposed change to an *appointed* position must be repealed by another ballot measure (the deadline to add a ballot measure to the March 2017 election is December 9).

SAN FERNANDO CITY COUNCIL**MINUTES – November 7, 2016****Page 5**

In response to Councilmembers, City Treasurer Margarita Solis stated that both she and Councilmember Ballin had a lengthy conversation, discussed the pros and cons, and she supports the proposed change. She reported that she surveyed City Treasurers in California and cities appear to be moving in the direction of an appointed City Treasurer.

Discussion ensued amongst Councilmembers, City Attorney staff, and City Treasurer Solis.

Deputy City Attorney Vazquez clarified that if the ballot measure is approved in March (the same election that the City Treasurer is elected), it would not take effect until after the elected City Treasurer serves out the four-year term.

By consensus, staff was directed to bring back this item.

12) UPDATE REGARDING OPTIONS PERTAINING TO THE GENERAL MUNICIPAL ELECTION ON MARCH 7, 2017

City Clerk Chávez presented the staff report. Both she and Deputy City Attorney Vazquez replied to questions from Councilmembers.

Motion by Vice Mayor Fajardo, seconded by Mayor Gonzales, to consolidate the General Municipal Election on March 7, 2017 with the County of Los Angeles. If there is no Countywide election, then approval to consolidate with the City of Los Angeles.

The motion carried with the following vote:

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

13) HONORING OUR TROOPS – LETTER IN SUPPORT OF IRAQ AND AFGHANISTAN WAR VETERANS

Vice Mayor Fajardo provided background information and requested authorization for staff to draft a letter in opposition of the government collecting the disputed enlistment bonuses from veterans. The letter is to be signed by Councilmembers and addressed to the Congressman, Secretary of Defense, and any other department deemed appropriate. By consensus, Councilmembers agreed.

14) SISTER CITY UPDATE

Mayor Gonzales provided an update regarding cities that he visited in Mexico (i.e., Tonalá, Tlaquepaque, Jalisco) that are interested in partnering with San Fernando as sister cities. He reported that the city of Tlaquepaque would like a letter of interest from the City (they will provide a draft letter). By consensus, staff will re-agendize this item for Council review.

At this time, Deputy City Attorney Vazquez requested clarification regarding the motion pertaining to Item No. 12 (there was no change to the motion).

SAN FERNANDO CITY COUNCIL**MINUTES – November 7, 2016****Page 6****CITY COUNCIL - LIAISON UPDATES**

Councilmember Ballin gave a brief update regarding a recent Metropolitan Water District inspection trip of the State Water Project and the Sacramento/San Joaquin Delta.

DEPARTMENT HEADS - COMMISSION UPDATES

Recreation and Community Services Director Ismael Aguila reported that there is an upcoming Parks, Wellness, and Recreation Commission meeting.

STAFF COMMUNICATION

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

RECESS TO CLOSED SESSION (9:35 P.M.)

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

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

Designated City Negotiators:

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

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

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

RECONVENE/REPORT OUT FROM CLOSED SESSION (9:50 P.M.)

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

SAN FERNANDO CITY COUNCIL**MINUTES – November 7, 2016****Page 7**

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

GENERAL COUNCIL COMMENTS

Councilmember Soto said that the streets are starting to come around, he thanked Public Works and Police Departments, and said that hopefully staff is putting together information regarding a police motorbike program.

Councilmember Ballin said she would like to close the meeting in memory of Al Fetter (her first boss 47 years ago). She also asked that staff prepare a letter, from the City and signed by all Councilmembers, congratulating the Chicago Cubs on their historical win.

Vice Mayor Fajardo thanked everyone who participated in the phenomenal Trunk or Treat event and he also reminded everyone to vote tomorrow.

Mayor Gonzales agreed that the Trunk or Treat community event was thoroughly enjoyed by everyone in attendance, thanked staff for all their work, and also reminded everyone to go out and vote.

ADJOURNMENT (9:53 P.M.)

Motion by Councilmember Ballin, seconded by Vice Mayor Fajardo, to adjourn the meeting in memory of Al Fetter. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 7, 2016, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

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

Date: November 21, 2016

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 16-112 (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. 16-112

ATTACHMENT "A"**RESOLUTION NO. 16-112****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 16-112****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 21st day of November, 2016.

Robert C. Gonzales, 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 21st day of November, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

Voucher List		Page: 1				
11/16/2016 3:49:01PM		CITY OF SAN FERNANDO				
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203577	11/21/2016	892230 A & M CATERING	1574		SENIOR CLUB THANKSGIVING DINNER 004-2380	2,500.00 Total : 2,500.00
203578	11/21/2016	892033 A PANORAMA FLOWERS	102916		SENIOR CLUB PLANTS 004-2380	301.69 Total : 301.69
203579	11/21/2016	890104 ABBA TERMITE & PEST CONTROL	30340		BEE REMOVAL-1515 2ND PARKWAY TR 001-346-0000-4260	95.00
			30453		BEE REMOVAL-545 HARPS PARKWAY T 001-346-0000-4260	95.00 Total : 190.00
203580	11/21/2016	891587 ABLE MAILING INC.	25145	11406	FULFILLMENT; FOLD, INSERT ITEMS IN 072-360-0000-4300	87.62
			25146	11406	070-382-0000-4300	87.63
					WATER ENV STORAGE FEE-OCT 2016 070-382-0000-4300	12.50
					072-360-0000-4300	12.50 Total : 200.25
203581	11/21/2016	100050 ACE INDUSTRIAL SUPPLY	1562361		WELDING SUPPLIES 041-320-0000-4300	362.66 Total : 362.66
203582	11/21/2016	100066 ADS ENVIRONMENTAL SERVICES,INC	22101.22-1016	11439	FY 16-17 UNSTALLATION AND MONITO 072-360-0000-4260	1,555.00 Total : 1,555.00
203583	11/21/2016	888356 ADVANCED AUTO REPAIR	1078		REPAIR DRIVER'S DOOR-PW2115 041-320-0311-4400	85.00 Total : 85.00
203584	11/21/2016	889043 ALADIN JUMPERS	101416		ITEMS RENTED FOR DIA DE LOS MUEF 001-424-0000-4430	1,674.50
Page: 1						

vchlist		Voucher List				Page:	2
11/16/2016 3:49:01PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
203584	11/21/2016	889043 889043 ALADIN JUMPERS	(Continued)			Total :	1,674.50
203585	11/21/2016	891739 ALAS MEDIA	201615	11498	MARKETING VIDEO 001-190-0000-4267	Total :	4,375.00 4,375.00
203586	11/21/2016	100143 ALONSO, SERGIO	OCT 2016		MMAP INSTRUCTOR 109-424-3618-4260	Total :	550.00 550.00
203587	11/21/2016	887695 AL'S KUBOTA TRACTOR	75931		BEARING ASSBLY-PK1169 041-320-0390-4400	Total :	180.26 180.26
203588	11/21/2016	100141 ALVAREZ, LINA	10/15/16-10/28/16	11482	ENP CONTRACT FOOD SERVICE PROV 115-422-3750-4270	Total :	252.00 252.00
203589	11/21/2016	889626 ASSETWORKS, INC	MA16-341		ANNUAL RENEWAL FEE-ASSTEMAXX S 001-135-0000-4260	Total :	1,400.00 1,400.00
203590	11/21/2016	889037 AT&T MOBILITY	875587443		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	Total :	109.71 109.71
203591	11/21/2016	891209 AUTONATION SSC	221634		WINDOW SWITCH-PD4958 041-320-0224-4400	Total :	84.99 84.99
203592	11/21/2016	892409 BANUELOS, ANDREA	31-0997-03		WATER ACCT REFUND-308 MACNEIL 070-2010	Total :	106.96 106.96
203593	11/21/2016	890546 BARAJAS, CRYSTAL	OCT 2016		MMAP MENTOR INSTRUCTOR 109-424-3618-4260	Total :	240.00 240.00

Voucher List

11/16/20163:49:01PM

CITY OF SAN FERNANDO

Page:3

Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203594	11/21/2016	890254 BMI	9356707		ANNUAL MUSIC LICENSE AGREEMENT 001-424-0000-4260	336.00
					Total :	336.00
203595	11/21/2016	888800 BUSINESS CARD	102616		BOOKS FOR SISTER CITY BASKETS 001-101-0000-4300	34.90
			102816		ITEMS FOR SISTER CITY BASKETS 001-101-0000-4300	61.68
			102816		REGSTR-QRTLTY LUNCHEON 001-130-0000-4370	40.00
			103116		FINANCE CHARGES 001-190-0000-4435	163.03
			110116		BOXES/SUPPLIES FOR SISTER CITY BASKETS 001-101-0000-4300	21.19
			110216		2017 MEMBERSHIP DUES 001-130-0000-4380	110.00
			110416		SUBSCRIPT DUES-MARKETING CAMPAIGN 001-105-0000-4260	500.00
					001-420-0000-4260	316.25
			110716		LODGING- IA INVESTAGATION TRAINING 001-225-0000-4360	347.49
			110716		PROCLAMATION FRAMES 001-101-0000-4300	100.77
					Total :	1,695.31
203596	11/21/2016	890368 C & M TOPSOIL, INC	50489		GROUND COVER FOR CITY HALL LANDSCAPE 043-390-0000-4300	24.53
			50508		GROUND COVER FOR CITY HALL LANDSCAPE 043-390-0000-4300	24.53
			50510		GROUND COVER FOR CITY HALL LANDSCAPE 043-390-0000-4300	24.53
			50520		GROUND COVER FOR CITY HALL LANDSCAPE 043-390-0000-4300	24.53
			50525		GROUND COVER FOR CITY HALL LANDSCAPE 043-390-0000-4300	24.53
			50531		GROUND COVER FOR CITY HALL LANDSCAPE 043-390-0000-4300	24.53

Page:3

vchlist		Voucher List				Page:	4
11/16/2016	3:49:01PM	CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
203596	11/21/2016	890368 C & M TOPSOIL, INC	(Continued) 50620		GROUND COVER FOR CITY HALL LANI 043-390-0000-4300	163.50	
			50628		GROUND COVER FOR CITY HALL LANI 043-390-0000-4300	163.50	
					Total :	474.18	
203597	11/21/2016	892413 CABRERA, LIANA	1		HONORARIUM FOR BAND-DIA DE LOS 004-2359	200.00	
					Total :	200.00	
203598	11/21/2016	891346 CAMPBELL, AMANDA D	102916		FACE PAINTER 001-424-0000-4430	125.00	
					Total :	125.00	
203599	11/21/2016	103619 CARL WARREN & CO.	1781536		LEGAL FEES 006-190-0000-4800	2,250.00	
					Total :	2,250.00	
203600	11/21/2016	891860 CARL WARREN & COMPANY	10184-10191		REIMB. OF ITF ACCT (LIABILITY CLAIMS 006-1037	8,069.60	
					Total :	8,069.60	
203601	11/21/2016	890117 CASMANN	16849		REPAIR DRIVER'S SEAT-PK8230 041-320-0390-4400	225.00	
					Total :	225.00	
203602	11/21/2016	103814 CERVANTES, JORGE	TRAVEL		PER DIEM-INTENSIVE INVESTIGATIVE 001-224-0000-4360	195.00	
					Total :	195.00	
203603	11/21/2016	103814 CERVANTES, JORGE	TRAVEL		PER DIEM-INTENSIVE INVESTIGATIVE 001-224-0000-4360	195.00	
					Total :	195.00	
203604	11/21/2016	887917 CHIASSON, COURTNEY JAMES	TRAVEL		PER DIEM-IA SEMINAR IN ANAHEIM OH 001-225-0000-4360	115.00	

vchlist 11/16/2016 3:49:01PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203604	11/21/2016	887917 887917 CHIASSON, COURTNEY JAMES	(Continued)			Total : 115.00
203605	11/21/2016	103029 CITY OF SAN FERNANDO	17057-17088		REIMB TO WORKER'S COMP ACCT 006-1035	17,420.60 Total : 17,420.60
203606	11/21/2016	100805 COOPER HARDWARE INC.	102231		SMALL TOOLS 001-341-0000-4310	91.88
			102631		SCREWS-SCADA CONDUIT 070-384-0000-4310	16.00
			102747		MISC SUPPLIES 001-341-0000-4310	34.40
			102748		MISC SUPPLIES 001-341-0000-4310	21.78
					Total :	164.06
203607	11/21/2016	889216 CSI FORENSIC SUPPLY	57184A		EVIDENCE CONTAINERS 001-222-0000-4300	132.46 Total : 132.46
203608	11/21/2016	100516 CSULB FOUNDATION	SEMINAR		REGSTR-IA SEMINAR IN ANAHEIM ON 001-225-0000-4360	341.00 Total : 341.00
203609	11/21/2016	889592 CUELLAR, JIMMY KYLE	OCT 2016		MMAP INSTRUCTOR 109-424-3618-4260	250.00 Total : 250.00
203610	11/21/2016	887121 DELL MARKETING L.P.	XK1VWJ8M6	11462	MICROSOFT OFFICE (2) & (1) PC 001-222-0000-4300	506.02
			XK1XKX1J2	11462	MICROSOFT OFFICE (2) & (1) PC 001-222-0000-4300	972.46 Total : 1,478.48
203611	11/21/2016	891533 DEXMEDIA	720341884		DOMAIN REGISTRATION & E-MAIL 001-190-0000-4220	56.73 Total : 56.73

Page: 5

vchlist 11/16/2016 3:49:01PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203612	11/21/2016	892334 DMD APPRAISALS, INC	1320	11441	PROPERTY APPRAISAL 001-190-0000-4267	500.00 Total : 500.00
203613	11/21/2016	887518 DURHAM, ALVIN	NOV 2016		COMMISSIONER'S STIPEND 001-150-0000-4111	50.00 Total : 50.00
203614	11/21/2016	892290 E.H. WACHS WATER	INV125184	11398	VALVE OPERATOR & HYDRO VACUUM 070-385-0000-4500	60,903.77 Total : 60,903.77
203615	11/21/2016	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		07/01/16-09/30/16 UNEMPLOYMENT INS 001-190-0420-4132 001-190-0150-4132 001-190-0222-4132	625.00 4,480.00 6,544.00 Total : 11,649.00
203616	11/21/2016	890879 EUROFINS EATON ANALYTICAL, INC	L0288284		WATER ANALYSIS FOLDERS 070-384-0000-4260	24.00
			L0288399		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0288417		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0288423		WATER ANALYSIS FOLDERS 070-384-0000-4260	80.00
			L0288834		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0289853		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0289855		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0289869		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0289872		WATER ANALYSIS FOLDERS 070-384-0000-4260	350.00
			L0289873		WATER ANALYSIS FOLDERS	

Page: 6

vchlist

11/16/2016 3:49:01PM

Voucher List

CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203616	11/21/2016	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0289878		070-384-0000-4260 WATER ANALYSIS FOLDERS	900.00
			L0289879		070-384-0000-4260 WATER ANALYSIS FOLDERS	139.60
					070-384-0000-4260	164.00
					Total :	2,495.20
203617	11/21/2016	892419 FAITH CENTER	CIF-FY16/17		CIF-TRUNK-A-TREAT EVENT	
					053-101-0103-4430	50.00
					Total :	50.00
203618	11/21/2016	891622 FARMER BROTHERS	64240083		BREAK ROOM SUPPLIES	
					001-222-0000-4300	349.90
					Total :	349.90
203619	11/21/2016	101147 FEDEX	5-600-53788		COURIER SERVICE	
					001-190-0000-4280	54.85
					Total :	54.85
203620	11/21/2016	892267 FIERRO, NANCY	10/04/16-11/06/16		ZUMBA INSTRUCTOR	
					017-420-1337-4260	100.00
					Total :	100.00
203621	11/21/2016	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERRIFFS	
					001-222-0000-4220	568.21
			209-150-5250-081292		RADIO REPEATER	
					001-222-0000-4220	46.19
			209-150-5251-040172		MWD METER	
					070-384-0000-4220	46.19
			209-151-4941-102990		POLICE PAGING	
					001-222-0000-4220	46.75
			209-151-4942-041191		CITY YARD AUTO DIALER	
					070-384-0000-4220	42.03
			209-151-4943-081292		RADIO REPEATER	
					001-222-0000-4220	46.19
			209-188-4361-031792		RCS PHONE LINES	

Page: 7

Page: 7

vchlist		Voucher List				Page: 8	
11/16/2016 3:49:01PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
203621	11/21/2016	892198 FRONTIER COMMUNICATIONS	(Continued)				
			209-188-4362-031792		001-420-0000-4220 POLICE MAJOR PHONE LINES		100.28
			209-188-4363-031892		001-222-0000-4220 VARIOUS PHONE LINES		1,112.38
					001-190-0000-4220		70.32
					070-384-0000-4220		212.67
					001-420-0000-4220		240.49
			818-361-0901-051499		SEWER FLOW MONITOR		
					072-360-0000-4220		54.43
			818-361-2472-031415		PW PHONE LINE		
					070-384-0000-4220		179.53
			818-361-3958-091407		CNG STATION		
					041-320-3661-4220		46.73
			818-361-6728-080105		ENGINEERING FAX LINE		
					001-310-0000-4220		23.69
			818-831-5002-052096		POLICE DEPT SPECIAL PROBLEMS		
					001-222-0000-4220		47.97
			818-837-1509-032207		PW PHONE LINE		
					001-190-0000-4220		23.34
			818-838-1841-112596		ENGINEERING FAX MODEM		
					001-310-0000-4220		29.11
			818-838-4969-021803		PD ALARM PANEL		
					001-222-0000-4220		105.94
					Total :		3,042.44
203622	11/21/2016	888181 GENERAL INDUSTRIAL	1138020-01		LIGHT STANDS FOR VEH #0172		
					070-383-0000-4340		542.82
			1138021-01		STORM LIGHTS		
					001-346-0000-4310		542.82
					Total :		1,085.64
203623	11/21/2016	889532 GILMORE, REVA A.	10/15/16-10/28/16		ENP CONTRACTED FOOD SERVICE PF		
				11495	115-422-3750-4270		591.50
				11495	115-422-3752-4270		91.00
					Total :		682.50

Page: 8

Voucher List		Page: 11	
11/16/2016 3:49:01PM		CITY OF SAN FERNANDO	
Bank code : bank3			
Voucher	Date	Vendor	Amount
203640	11/21/2016	887952 887952 J. Z. LAWNMOWER SHOP	270.14
(Continued)			
203641	11/21/2016	889680 JIMENEZ LOPEZ, JUAN MANUEL	450.00
OCT 2016			300.00
MMAP INSTRUCTOR			750.00
109-424-3618-4260			
108-424-3639-4260			
Total :			750.00
203642	11/21/2016	892118 JOHN ROBINSON CONSULTING, INC.	1,200.00
CSF201601-03			1,200.00
CONSULTING SERVICES FOR GRANT #			
070-381-0000-4260			
Total :			1,200.00
203643	11/21/2016	892137 KING'S BRAKE & SUSPENSION	467.65
007170			467.65
REBUILD P/S GEARBOX & ALIGN-PK82			
041-320-0390-4400			
Total :			467.65
203644	11/21/2016	892032 KUHFUSS, DESIREE	80.00
10/04/16-11/06/16			80.00
MAT PILATES INSTRUCTOR			
017-420-1337-4260			
Total :			80.00
203645	11/21/2016	101852 LARRY & JOE'S PLUMBING	34.65
2701924-0001-02			34.65
MATL'S FOR RESTROOM REPAIRS			
043-390-0000-4300			
Total :			34.65
203646	11/21/2016	889118 LDI COLOR TOOLBOX	574.17
1049612			574.17
COPIES & MAINT CONTRACT			
001-135-0000-4260			
Total :			574.17
203647	11/21/2016	892410 LEPE, PASTOR	42.51
54-3950-06			42.51
WATER ACCT REFUND-1024 N MACLAY			
070-2010			
Total :			42.51
203648	11/21/2016	888195 LEXIPOL LLC	3,500.00
18438			3,500.00
LAW ENFORCEMENT MANUAL FOR PD			
001-222-0000-4260			
Total :			3,500.00
203649	11/21/2016	101920 LIEBERT CASSIDY WHITMORE	100.00
TRAINING			
ACA WEBINAR TRAINING ON 11/15/16			
001-106-0000-4360			
Total :			100.00

vchlist		3:49:01PM		Voucher List		CITY OF SAN FERNANDO		Page: 12	
Bank code :		bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
203649	11/21/2016	101920	101920 LIEBERT CASSIDY WHITMORE	(Continued)			Total :		100.00
203650	11/21/2016	892202	LOPEZ, ANNA M.	NOV 2016	COMMISSIONER'S STIPEND				
					001-150-0000-4111	50.00	Total :		50.00
203651	11/21/2016	892061	LOPEZ, SHERLINE	100816	HONORARIUM-NATIONAL ANTHEM				
					004-2359	100.00	Total :		100.00
203652	11/21/2016	102012	LOS ANGELES COUNTY	2508-002-270	2016-2017 PROPERTY TAXES-WELL 3				
				2508-005-270	070-381-0000-4450	136.02			
				2508-005-271	2016-2017 PROPERTY TAXES-WELL 2A				
				2509-014-270	070-381-0000-4450	151.43			
				2509-015-270	2016-2017 PROPERTY TAXES-WELL 4A,				
				2517-023-270	070-381-0000-4450	100.48			
					2016-2017 PROPERTY TAXES-RESVR :	2,638.84			
					070-381-0000-4450	862.38			
					2016-2017 PROPERTY TAXES-2045 FOI				
					043-390-0000-4450	3,059.51	Total :		6,948.66
203653	11/21/2016	100886	LOS ANGELES DAILY NEWS	0010851426	PUBLIC HEARING NOTICE-MEDICAL C/				
					001-115-0000-4230	616.60	Total :		616.60
203654	11/21/2016	892089	MACGREGOR, MONIQUE	102916	525 SUGAR SKULLS FOR DE DE LOS M				
					004-2359	100.00	Total :		100.00
203655	11/21/2016	892407	MALLASCH, STEVEN	35-2300-05	WATER ACCT REFUND-1423 TRUMAN				
					070-2010	40.40	Total :		40.40
203656	11/21/2016	889533	MARTINEZ, ANITA	10/15/16-10/28/16	ENP FOOD SERVICE PROVIDER (MAR)				
				11483	115-422-3750-4270	241.50			

Voucher List		Page: 13	
11/16/2016 3:49:01PM		CITY OF SAN FERNANDO	
Bank code : bank3			
Voucher	Date	Vendor	Amount
203656	11/21/2016	889533 MARTINEZ, ANITA	241.50
203657	11/21/2016	891054 MEJIA, YVONNE G	50.00
203658	11/21/2016	892140 MICHAEL BAKER	120.00
203659	11/21/2016	892408 MIRANDA, RAFAEL	21.20
203660	11/21/2016	892406 MISSION ENTERPRISES GROUP LLC	32.05
203661	11/21/2016	102226 MISSION LINEN & UNIFORM	109.77
			69.65
			104.04
			69.16
			352.62
203662	11/21/2016	888264 MISSION VALLEY SANITATION	136.96
203663	11/21/2016	892353 MOORE IACOFANO, GOLTSMAN, INC.	5,355.00
203664	11/21/2016	102260 MOORE MEDICAL LLC	310.13

vchlist

11/16/2016

3:49:01PM

Voucher List

CITY OF SAN FERNANDO

Page:

14

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203664	11/21/2016	102260	102260 MOORE MEDICAL LLC	(Continued)		
					Total :	310.13
203665	11/21/2016	889611	MORRISON MANAGEMENT SPECIALIST	188452016103101	LP SENIOR MEALS - OCT 2016	
					115-422-3750-4260	4,320.00
					115-422-3752-4260	2,403.00
					Total :	6,723.00
203666	11/21/2016	102303	NACHO'S ORNAMENTAL SUPPLY	INV109737	MATL'S TO INSTALL SCREEN @ PIONE	
					043-390-0000-4300	46.54
					Total :	46.54
203667	11/21/2016	891355	NAREZ, FABIAN	OCT 2016	MMAP MENTOR INSTRUCTOR	
					109-424-3618-4260	240.00
					Total :	240.00
203668	11/21/2016	102324	NEGRETE, CONNIE	REIMB.	MILEAGE REIMB-MANDATED CHILD SA	
					001-222-0000-4370	51.95
					Total :	51.95
203669	11/21/2016	892055	NEVAREZ, LINDA	102916	FACE PAINTER	
					001-424-0000-4430	125.00
					Total :	125.00
203670	11/21/2016	890843	NGOV, CHHIV	10/04/16-11/06/16	YOGA INSTRUCTOR	
					017-420-1337-4260	100.00
					Total :	100.00
203671	11/21/2016	102432	OFFICE DEPOT	871784524001	OFFICE SUPPLIES	
					070-384-0000-4300	63.44
				873293177001	OFFICE SUPPLIES	
					001-310-0000-4300	20.79
				873293179001	OFFICE SUPPLIES	
					001-310-0000-4300	3.47
				874308403001	OFFICE SUPPLIES	
					001-116-0000-4300	62.20
				874314671001	OFFICE SUPPLIES	
					001-222-0000-4300	453.18
				874699761001	OFFICE SUPPLIES	

Page:

14

vchlist

11/16/2016 3:49:01PM

Voucher List

CITY OF SAN FERNANDO

Page:

15

Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203671	11/21/2016	102432 OFFICE DEPOT	(Continued)			
			874699882001		001-222-0000-4300 OFFICE SUPPLIES	8.19
			874699883001		001-222-0000-4300 OFFICE SUPPLIES	13.78
			875014757001		001-222-0000-4300 OFFICE SUPPLIES	104.86
			876123088001		041-320-0000-4300 COPY PAPER	235.15
					001-222-0000-4300	259.52
					Total :	1,224.58
203672	11/21/2016	891836 OLIVAREZ MADRUGA, LLP	14058		LEGAL SERVICES-AUG 2016	
			14128		001-110-0000-4270 LEGAL SERVICES-SEPT 2016	20,681.22
					001-110-0000-4270	23,886.38
					Total :	44,567.60
203673	11/21/2016	892411 OPPELT, MICHAEL	52-0040-10		WATER ACCT REFUND-1967 EIGHT 070-2010	128.70
					Total :	128.70
203674	11/21/2016	890095 O'REILLY AUTOMOTIVE STORES INC	4605-215236		BELT TENSIONER-PD4958	
					041-320-0224-4400	30.06
					Total :	30.06
203675	11/21/2016	890004 PACIFIC TELEMANAGEMENT SERVICE	877963		PD PAY PHONE-NOV 2016	
					001-190-0000-4220	62.64
					Total :	62.64
203676	11/21/2016	892023 PAETEC	68574125		PHONE SERVICE 10/18/16-11/17/16	
					001-222-0000-4220	682.96
					001-420-0000-4220	923.33
					070-384-0000-4220	505.01
					001-190-0000-4220	1,811.24
					Total :	3,922.54

Page:

15

Page: 15

vchlist		Voucher List				Page: 16	
11/16/2016 3:49:01PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
203677	11/21/2016	892414 PIONEER ATHLETICS	INV613586		FIELD PAINT & CLEANING SOLUTION		
					017-420-1334-4300	245.88	
					017-420-1337-4300	181.50	
					Total :	427.38	
203678	11/21/2016	102666 PREFERRED DELIVERY SYSTEMS INC	549-165		COURIER SERVICES		
					001-222-0000-4260	215.28	
					Total :	215.28	
203679	11/21/2016	891379 PROTECT YOUTH SPORTS	466723		BACKGROUND CHECKS-COACHES		
					017-420-1328-4260	83.80	
					017-420-1337-4260	20.95	
					Total :	104.75	
203680	11/21/2016	102782 RAMIREZ, JOSE A.	101816		MUSIC-SENIOR CLUB THANKSGIVING		
					004-2380	1,000.00	
					Total :	1,000.00	
203681	11/21/2016	892391 RAMIREZ, JR., HECTOR	10/04/16-11/06/16		TOTAL BODY CONDITIONING		
					017-420-1337-4260	75.00	
					Total :	75.00	
203682	11/21/2016	102779 RAMIREZ, THOMAS	OCT 2016		KARATE INSTRUCTOR		
					017-420-1326-4260	750.00	
					Total :	750.00	
203683	11/21/2016	891377 REYES, JOSE	10/15/16-10/28/16	11484	ENP CONTRACT FOOD SERVICE PROV		
				11484	115-422-3752-4270	210.00	
					115-422-3752-4390	61.20	
					Total :	271.20	
203684	11/21/2016	891121 RIVERA, NICOLE	OCT 2016		MMAP MENTOR INSTRUCTOR		
					109-424-3618-4260	135.00	
					Total :	135.00	
203685	11/21/2016	892359 RODRIGUEZ, DESIREE	REIMB.		MILEAGE REIMBURSEMENT		
			REIMB.		001-420-0000-4390	3.78	
					MILEAGE REIMBURSEMENT		
						Page: 16	

Page: 16

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203685	11/21/2016	892359 RODRIGUEZ, DESIREE	(Continued)		001-420-0000-4390	4.10
					Total :	7.88
203686	11/21/2016	892417 RODRIGUEZ, MARIA	490277		SENIOR TRIP REFUND 004-2383	30.00
			490333		SENIOR TRIP REFUND 004-2383	130.00
					Total :	160.00
203687	11/21/2016	103010 SAM'S CLUB DIRECT, #0402814188546	4134		SUPPLIES-DIA DE LOS MUERTOS EVEI 001-424-0000-4430	253.91
					004-2346	14.96
					001-423-0000-4300	48.94
			6095		BREAK ROOM SUPPLIES 001-222-0000-4300	291.26
					Total :	609.07
203688	11/21/2016	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		REIMB FOR EXPLORERS' ACTIVITIES 001-226-0230-4430	388.57
					Total :	388.57
203689	11/21/2016	892416 SANCHEZ, KARLA	10/04/16-11/06/16		ZUMBA INSTRUCTOR 017-420-1337-4260	20.00
					Total :	20.00
203690	11/21/2016	892266 SANTELLANO, KEIKO T.	10/04/16-11/06/16		ZUMBA INSTRUCTOR 017-420-1337-4260	100.00
					Total :	100.00
203691	11/21/2016	891064 SIEMENS INDUSTRY INC	5610017608	11485	ON-CALL TRAFFIC SIGNAL MAINTENANCE 001-101-0000-4300	5,050.00
			5620012283	11485	ON-CALL TRAFFIC SIGNAL MAINTENANCE 001-371-0301-4300	13,112.60
					Total :	18,162.60
203692	11/21/2016	103184 SMART & FINAL	118631		SUPPLIES-DIA DE LOS MUERTOS EVEI 001-424-0000-4430	68.68

vchlist

11/16/2016

3:49:01PM

Voucher List

CITY OF SAN FERNANDO

Page:

18

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203692	11/21/2016	103184 SMART & FINAL	(Continued)			
			143976		ENP SUPPLIES	
					115-422-3750-4300	22.59
			147360		ENP SUPPLIES	
					115-422-3750-4300	63.66
					Total :	154.93
203693	11/21/2016	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-97539		NATURAL GAS FOR CNG STATION	
					041-320-3661-4402	4,308.69
					Total :	4,308.69
203694	11/21/2016	892420 SPECIAL OLYMPICS	CIF-FY16/17		CIF-SPECIAL OLYMPICS ATHLETE SUP	
					053-101-0103-4430	100.00
					053-101-0101-4430	250.00
					Total :	350.00
203695	11/21/2016	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	196345		DOJ LIVESCAN FINGERPRINTING-OCT	
					004-2386	3,489.00
					Total :	3,489.00
203696	11/21/2016	101528 THE HOME DEPOT CRC, ACCT#603532202490	1024044		MISC SUPPLIES	
					070-383-0301-4300	206.71
			1030777		RESTROOM LIGHTS-RUDY ORTEGA P#	
					043-390-0000-4300	414.78
			3062183		SPRAY PAINT & SUPPLIES	
					041-320-0000-4300	69.21
			3200204		ITEMS RETURNED	
					041-320-0000-4340	-16.39
			3200205		SMALL TOOLS	
					041-320-0000-4340	10.92
			4970406		SALT & DELIVERY-WELL 4A	
					070-384-0000-4300	1,440.52
			70989		MATLS TO RETRO FIT LED LIGHTS-RU	
					043-390-0000-4300	139.47
			7572584		WIRE & SHRINK TUBE-SCADA NITRATE	
					070-384-0000-4310	81.64

Page:

18

vchlist

Voucher List
CITY OF SAN FERNANDO

Page: 19

11/16/2016 3:49:01PM

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203696	11/21/2016	101528	101528 THE HOME DEPOT CRC, ACCT#6035322((Continued)			Total : 2,346.86
203697	11/21/2016	103349	THE HOUSE OF PRINTING, INC.	154138	#10 WINDOW ENV-FINANCE 001-130-0000-4300	379.97 Total : 379.97
203698	11/21/2016	103903	TIME WARNER CABLE	8448200540010328 8448200540222204	CABLE-11/05/16-12/04/16 (CITY HALL) 001-190-0000-4220 CABLE 10/29/16-11/28/16 (PW) 001-190-0000-4220	89.96 94.19 Total : 184.15
203699	11/21/2016	887591	TOM BROHARD & ASSOCIATES	2016-32 11474	ON-CALL ENGINEERING SERVICES 001-310-0000-4270	500.00 Total : 500.00
203700	11/21/2016	888399	TORO ENTERPRISES INC.	10294R 11395 11395 11395 11395	STREET RESURFACING PROJECT 022-311-0560-4600 070-385-0635-4600 012-311-0560-4600 070-2037 008-2037 022-2037 012-2037 008-311-0560-4600	84,250.50 1,040.00 1,482.90 -52.00 -10,956.67 -4,212.53 -74.15 219,133.65 Total : 290,611.70
203701	11/21/2016	888399	TORO ENTERPRISES INC.	070-2740	CONSTRUCTION METER REFUND 070-2740	478.06 Total : 478.06
203702	11/21/2016	891311	TORRES, RITA	10/15/16-10/28/16 11487 11487	ENP CONTRACT FOOD SERVICE PROV 115-422-3750-4270 115-422-3752-4270	126.00 21.00 Total : 147.00
203703	11/21/2016	103413	TRANS UNION LLC	10607423	CREDIT CHECKS 001-222-0000-4260	50.00
Page: 19						

Page: 19

vchlist

Voucher List
CITY OF SAN FERNANDO

Page: 20

11/16/2016 3:49:01PM

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
203703	11/21/2016	103413	103413 TRANS UNION LLC	(Continued)		Total :	50.00
203704	11/21/2016	103463	U.S. POSTMASTER	NOV 2016	POSTAGE-NOV WATER BILLS		
					070-382-0000-4300		611.33
					072-360-0000-4300		611.33
					Total :		1,222.66
203705	11/21/2016	103445	UNDERGROUND SERVICE ALERT	1020160680	(31) USA DIGALERT TICKETS		
					070-381-0000-4260		46.50
					Total :		46.50
203706	11/21/2016	888241	UNITED SITE SERVICES OF CA INC	114-4576406	PORTABLE TOILET RENTAL-501 FIRST		
					043-390-0000-4260		589.36
				114-4587303	PORTABLE TOILET RENTAL-LAYNE PAF		
					043-390-0000-4260		406.34
					Total :		995.70
203707	11/21/2016	890986	UNITED STORM WATER, INC	SW31811	CATCH BASIN PROJECT		
					073-350-0842-4500		46,652.00
					073-2037		-2,332.60
					Total :		44,319.40
203708	11/21/2016	103439	UPS	831954456	COURIER SERVICE		
					001-190-0000-4280		134.75
					Total :		134.75
203709	11/21/2016	103534	VALLEY LOCKSMITH	3903	KEY ORDER		
					001-222-0000-4300		468.70
				3953	RE-KEY BACKHOE KEYS		
					041-320-0000-4320		85.00
					Total :		553.70
203710	11/21/2016	892268	VEDDER, CATHERINE	10/04/16-11/06/16	ZUMBA INSTRUCTOR		
					017-420-1337-4260		80.00
					Total :		80.00
203711	11/21/2016	892418	VEGA, EMIGDIO	110816	PROPERTY DAMAGE REIMB.		
					006-190-0000-4800		1,200.00

Page: 20

HANDWRITTEN CHECKS

vchlist

Voucher List

Page: 1

11/04/2016 1:31:26PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203126	10/3/2016	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS-OCTOI 001-1160	130,495.46
					Total :	130,495.46
203127	10/3/2016	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS-OCTC 001-1160	2,451.39
					Total :	2,451.39
203128	10/3/2016	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS-OCTOI 001-1160	293.70
					Total :	293.70
203129	10/3/2016	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS-OCTOI 001-1160	11,402.23
					Total :	11,402.23
203130	10/3/2016	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS-OCTOBER 001-1160	3,581.34
					Total :	3,581.34
203131	10/6/2016	103648 CITY OF SAN FERNANDO	PR 10-07-16		REIMB FOR PAYROLL W/E 9-30-16 001-1003 007-1003 008-1003 010-1003 011-1003 012-1003 018-1003 026-1003 027-1003 029-1003 041-1003 043-1003 070-1003 072-1003	313,894.90 662.25 2,052.62 634.93 987.05 820.09 63,522.24 261.04 3,177.36 3,531.29 7,937.96 10,110.27 39,660.80 24,014.86

Page: 1

vchlist

Voucher List

Page: 2

11/04/2016 1:31:26PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203131	10/6/2016	103648 103648 CITY OF SAN FERNANDO	(Continued)			
					Total :	471,267.66
		6 Vouchers for bank code :	bank3		Bank total :	619,491.78
		6 Vouchers in this report			Total vouchers :	619,491.78

Voucher Registers are not final until approved by Council.

Page: 2

HANDWRITTEN CHECKS

vchlist

Voucher List

Page: 1

11/04/2016 1:15:55PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203295	10/20/2016	103648 CITY OF SAN FERNANDO	PR 10-21-16		REIMB FOR PAYROLL W/E 10-14-16	
					001-1003	343,515.45
					007-1003	739.28
					008-1003	2,574.79
					010-1003	634.95
					011-1003	987.31
					012-1003	820.09
					017-1003	19.54
					018-1003	64,166.06
					026-1003	1,044.15
					027-1003	3,664.84
					029-1003	3,496.31
					041-1003	7,938.17
					043-1003	10,390.75
					070-1003	38,982.49
					072-1003	23,336.50
					Total :	502,310.68
1	Vouchers for bank code :	bank3			Bank total :	502,310.68
1	Vouchers in this report				Total vouchers :	502,310.68

Voucher Registers are not final until approved by Council.

Page: 1

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director
Nick Kimball, Finance Director
Michael Okafor, Personnel Manager

Date: November 21, 2016

Subject: Consideration to Approve a Memorandum of Understanding with the San Fernando Part-time Employees Bargaining Unit (SFPEBU)

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the proposed Memorandum of Understanding with the San Fernando Part-time Employees Bargaining Unit (SFPEBU) (Attachment "A" – Contract No. 1838); and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. In April 2010, the City and SFPEBU executed a three-year Memorandum of Understanding (MOU) for the term of July 1, 2009 through June 30, 2012 (Contract No. 1636).
2. In August 2012, the City and SFPEBU executed a Side Letter Agreement (Contract No. 1636[a]) extending the terms of the existing MOU through June 30, 2014.
3. In March 2016, the City and SFPEBU agreed to meet and begin negotiations for a successor MOU.

ANALYSIS:

As with other recently approved MOUs, an effort has been made in this MOU to ensure the City's long-term financial health, as well as include provisions that will help to attract and retain talented employees. After a number of meetings over the past few months, the City and

Consideration to Approve a Memorandum of Understanding with the San Fernando Part-time Employees Bargaining Unit (SFPEBU)Page 2 of 3

SFPEBU have tentatively agreed to an MOU that achieves the above goals. It includes the implementation of a cafeteria-style benefit program for insurance benefits, and provides modest compensation increases.

The most significant terms are highlighted below:

1. Term: Four-year MOU covering the period July 1, 2016 through June 30, 2020;
2. Cost of Living Adjustments (COLA):
 - Part-time classifications that are tied to minimum wage:
 - Implement state minimum wage increases and maintain existing separation between classifications impacted by minimum wage.
 - Part-time classifications not tied to minimum wage:
 - Receive COLA increases equal to the average increases granted to San Fernando Police Civilians Association and San Fernando Public Employees' Association.
3. Health Insurance: Increase eligibility requirements to qualify for health insurance from approximately 1,000 hours per year to 1,500 hours per year and implement a cafeteria style flex benefit plan as follows:
 - The City will pay up to \$820/month for qualifying unit employees with no cash back of excess flex funds.
 - On January 1, 2018, January 1, 2019, and January 1, 2020, respectively, 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%.
4. Life Insurance: Allow interested unit employees to purchase additional life insurance at employees' cost.
5. Vacation Leave: Set minimum number of hours worked prior to unit employees' accruing vacation and set a cap for accumulated vacation leave.
6. Sick Leave: Per state law, provide 24 hours of sick leave each July 1st with no cash value upon separation.
7. Bereavement Leave: Provide up to 12 hours of bereavement leave for death of an immediate family member.
8. Deferred Compensation: Allow unit members to voluntarily participate in the City's deferred compensation plan.

Consideration to Approve a Memorandum of Understanding with the San Fernando Part-time Employees Bargaining Unit (SFPEBU)Page 3 of 3

BUDGET IMPACT:

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

Fiscal Year	MOU Cost Increases	Mandated Minimum Wage Increases *
2016-2017	\$2,500	\$6,000
2017-2018	\$2,750	\$10,000
2018-2019	\$3,000	\$11,500
2019-2020	\$3,500	\$11,500

*The State's mandated changes to the minimum wage include increases of \$0.50 per hour on January 1, 2017 and January 1, 2018; increases of \$1.00 per hour on January 1, 2019, January 1, 2020, January 1, 2021, and January 1, 2022. Sufficient funds are included in the Fiscal Year 2016-2017 Adopted Budget to cover the cost of the proposed MOU.

CONCLUSION:

The proposed MOU between the City and SFPEBU represents a balanced agreement that provides fair compensation to SFPEBU employees in exchange for concessions that will limit the City's long-term health care exposure and help ensure the City's long-term financial stability. If approved by the City Council, the MOU will be forwarded to the SFPEBU for ratification later this month.

ATTACHMENT:

A. Contract No. 1838

MEMORANDUM OF UNDERSTANDING (MOU)

**San Fernando
Part-time Employees Bargaining Unit (SFPEBU)
Service Employees International Union Local 721**

**City of San Fernando
(City)**

SFPEBU REPRESENTATION

Wendy Thomas

MOU TERM

July 1, 2016 – June 30, 2020

CITY CONTRACT NO.

1838

ADOPTION DATE

MOU: SFPEBU (2016 – 2020)**TABLE OF CONTENTS**

ARTICLE 1	INTRODUCTION	1
	1.01 Preamble	1
	1.02 Recognition	1
	1.03 Implementation of the Memorandum of Understanding (MOU)	1
	1.04 Duration of the MOU	1
	1.05 Full Understanding.....	2
	1.06 Prevailing Rights.....	2
	1.07 City Rights	2
	1.08 Employee Rights.....	2
	1.09 Part-Time Definition.....	3
	1.10 Pre-Emptive Laws.....	3
ARTICLE 2	INSURANCE BENEFITS	3
	2.01 Health Benefits.....	3
	2.02 Life Insurance	4
ARTICLE 3	LEAVE BENEFITS	4
	3.01 Vacation Leave	4
	3.02 Sick Leave	6
	3.03 Catastrophic Leave Donation Program	8
	3.04 Maternity/Paternity Leave.....	8
	3.05 Time Off for Promotional Tests or Interviews	9
	3.06 Leave for Child-Related Activities	9
	3.07 Bereavement Leave	9
ARTICLE 4	EMPLOYEE ASSISTANCE PROGRAM.....	10
ARTICLE 5	SALARY	10
	5.01 Salary.....	10
	5.02 Definitions	11
	5.03 Calculation of Other Compensation	12
	5.04 Salary Advancement	12
ARTICLE 6	BILINGUAL PAY	12
ARTICLE 7	WORK SCHEDULE	13
ARTICLE 8	WORKER'S COMPENSATION	13
	8.01 Worker's Compensation	13
	8.02 Modified Duty Work	14

MOU: SFPEBU (2016 – 2020)**TABLE OF CONTENTS**

ARTICLE 9	UNIFORMS AND EQUIPMENT.....	14
9.01	Uniforms	14
9.02	Inclement Weather Gear	14
9.03	Shoe/Boot Allowance	14
ARTICLE 10	OTHER COMPENSATION	15
10.01	Working Out of Class	15
10.02	Overtime	15
10.03	Callback	15
10.04	Deferred Compensation	16
10.05	Holiday Pay.....	16
ARTICLE 11	REIMBURSEMENTS	16
11.01	Tuition Reimbursement	16
11.02	Mileage Reimbursement.....	16
ARTICLE 12	NEPOTISM	17
ARTICLE 13	JOINT LABOR MANAGEMENT COMMITTEE	17
ARTICLE 14	GRIEVANCE PROCEDURE.....	17
14.01	Statement of Intent	17
14.02	Definitions	18
14.03	Grievance Process Rights	18
14.04	Time Limits and Waivers	18
14.05	Expedited Issues.....	18
14.06	Step 1 – Initial Filing and First Administrative Response.....	19
14.07	Step 2 – Second Administrative Response	19
14.08	Step 3 – Third Administrative Response	20
14.09	Step 4 - Mediation	20
14.10	Step 5 – Binding Arbitration.....	21
ARTICLE 15	UNION RIGHTS.....	22
15.01	Union Stewards.....	22
15.02	Protection Against Discrimination and Retaliation	22
15.03	Union Release Time	22
15.04	Payroll Deductions	23
15.05	Reporting Requirements.....	23
15.06	Agency Shop.....	24
15.07	Maintenance of Membership	25
15.08	Voluntary Political Contributions.....	25
15.09	Bulletin Boards.....	25

MOU: SFPEBU (2016 – 2020)**TABLE OF CONTENTS**

15.10	Visits by Union Representatives	26
15.11	New Employee Orientation	26
ARTICLE 16	LAYOFFS.....	26
16.01	Layoffs	26
16.02	Seniority in Layoffs.....	26
16.03	Bumping Rights	27
16.04	Re-employment Lists and Callback	27
16.05	Transfer in Lieu of Layoff	27
ARTICLE 17	PERSONNEL PROVISIONS	27
17.01	Probationary Periods	27
17.02	Job Classifications and Descriptions	27
17.03	Privatization/Contracting Out.....	28
ARTICLE 18	RETIREMENT	28
18.01	Eligibility for Part-Time Employees.....	28
18.02	CalPERS Membership.....	28
18.03	Retirement Plans.....	29
18.04	Rates of Contributions	30
18.05	Optional CalPERS Benefits	30
EXECUTION OF THE NEW AGREEMENT		31

MOU: SFPEBU (2016 – 2020)Page 1 of 31

ARTICLE 1 — INTRODUCTION**1.01 Preamble**

Management representatives of the City Council of the City of San Fernando (City), staff representatives of the Service Employees International Union SEIU Local 721 (Union, SEIU, or SEIU Local 721), and employee representatives from the San Fernando Part-Time Employees' Bargaining Unit (SFPEBU or Unit) have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment.

1.02 Recognition

Pursuant to applicable sections of the City's Employer-Employee Relations Resolution (EERR) and the Meyers-Milias-Brown Act (MMBA or Government Code §3500), the City recognizes SEIU Local 721, as the exclusive representative of the part time employees in the SFPEBU.

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 part time general membership of the SFPEBU in SEIU Local 721. This MOU shall be binding upon the parties, whenever the following conditions are met:

- A. SEIU Local 721 has notified the City that its members in the SFPEBU have formally approved this contract in its entirety; and
- B. The City Council has approved this MOU in its entirety.

Approval of this MOU by the City Council shall constitute a temporary contract bar to implementation of the decertification process outlined in Section 11(B) of the EERR. This contract bar shall not infringe on an employee's right to the decertification process, which is provided by the MMBA, during the window period of ninety (90) to one hundred and twenty (120) days prior to the expiration of this MOU.

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 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.

1.04 Duration of the MOU

The previous MOU between SFPEBU/SEIU and the City expired on June 30, 2014, and the terms and conditions of that MOU remained in effect until this successor agreement was reached

MOU: SFPEBU (2016 – 2020)Page 2 of 31

between the parties.

All of the current terms and conditions, including any side-letter agreements, in the MOU shall remain in effect until a successor agreement is reached between the parties.

Unless otherwise stated herein, this MOU shall be effective for the period from July 1, 2016 through midnight on June 30, 2020, and thereafter shall continue in effect year-by-year unless either party (the Union or the City) notifies the other party in writing, no later than April 1, 2020 (or succeeding year), of the request to modify or amend the MOU.

1.05 Full Understanding

SEIU and the City agree that during the negotiations which resulted in this MOU, 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.

1.06 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 to the extent that such procedures are required by the laws of the State of California.

1.07 City Rights

There are no provisions in this agreement that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers, and authority which the employer had prior to June 30, 2016 unless and only to the extent that the provisions of this agreement specifically curtail or limit such rights, powers, and authority.

1.08 Employee Rights

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any unit member because of race, religious creed, color, sex, age, disability, sexual orientation, national origin or ancestry.

The City shall ensure a safe and respectful workplace for all workers. The City also affirms its respect for its workers and shall not condone any unfair treatment of any employee.

MOU: SFPEBU (2016 – 2020)Page 3 of 31

1.09 Part-Time Definition

A part-time employee works in a specified position in City service and is paid on an hourly basis. A “part-time employee” is defined as an employee who works less than forty (40) hours per week for a majority of the weeks in a year.

1.10 Pre-Emptive Laws

If any article or section of this document or any addition thereto should 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 should 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 an alternate and economically equitable replacement for such article or section.

ARTICLE 2 — INSURANCE BENEFITS**2.01 Health Benefits**

1. Effective up to and including December 31, 2016, the City shall continue to pay the full cost (100%), up to the highest single HMO premium for medical insurance of the employee's choice, for each eligible employee based on the following formula:
 - A. Employees who have worked two thousand (2,000) hours or more within twenty-four (24) months of continuous employment.
 - B. Employees who have worked two thousand-seven hundred (2,700) hours or more within thirty-six (36) months of continuous employment.
2. Effective on January 1, 2017, the City shall implement a full flex cafeteria plan in accordance with Internal Revenue Service (IRS) Code Section 125 for all eligible employees.

Eligible unit employees shall receive a monthly flex dollar allowance to apply toward the payment of medical, dental, and vision benefits offered through the City's insurance plans, as follows:

- A. Beginning January 1, 2017 the monthly dollar allowance shall be eight hundred and twenty dollars (\$820.00).
- B. On January 1st of each subsequent year, the monthly dollar allowance, inclusive of the City's statutory Public Employee's Medical and Hospital Care Act (PEMHCA) minimum contribution, will be adjusted based on the average change from the prior year's monthly premiums for all plans offered to CalPERS contracting agencies in the Los Angeles Area Region. This annual adjustment will not be less than zero percent (0%) and will not exceed four percent (4%).

MOU: SFPEBU (2016 – 2020)Page 4 of 31

The monthly flex dollar allowance may be used to purchase health benefits, for the employee and his/her eligible dependents, offered under the cafeteria plan.

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.

In the event that premiums and/or costs for the selected benefits are less than the monthly flex dollar allowance, there shall be no payment of the remaining funds to the employee.

3. The medical coverage provided by the City during the term of this MOU shall be the same as currently provided to employees by existing City insurance plans.
4. Any employee who was eligible for insurance benefits under Section 2.01(1) as of July 1, 2016 shall retain a vested right to participate in the cafeteria plan and receive the monthly flex dollar allowance in Section 2.01(2) at any time he/she is employed by the City.
5. Any employee who would have become newly eligible for insurance benefits on January 1, 2017 under Section 2.01(1) shall be allowed to participate in the cafeteria plan and receive the monthly flex dollar allowance in Section 2.01(2) for the duration of 2017. In 2018 and thereafter, such employee shall be required to meet the service hour eligibility requirements as set forth in Section 2.01(6) below.
6. Any employee who was not eligible for insurance benefits prior to December 31, 2016 shall only become eligible to participate in the cafeteria plan, and receive the monthly flex dollar allowance, if he/she works more than one thousand five hundred (1,500) hours in the prior calendar year. This annual hourly requirement is in accordance with the Affordable Care Act (ACA).

2.02 Life Insurance

The City shall provide all unit members with a twenty-five thousand dollar (\$25,000) Basic Life and AD&D insurance policy, at no cost to the employee.

Employees may opt to purchase, at their own expense via payroll deduction, an additional twenty-five thousand dollars (\$25,000) in coverage at the City's most current policy rate (approximately \$4.00 per month in 2016).

ARTICLE 3 — LEAVE BENEFITS**3.01 Vacation Leave****1. Rate of Accrual**

In order to facilitate the transition in methodology from accruals based upon continuous

MOU: SFPEBU (2016 – 2020)Page 5 of 31

years of employment to accruals based upon actual hours of service, the parties agree to the following:

- A. Effective until December 31, 2016, except as otherwise provided in Section 3.01(4)(B) below, each employee that works at least one thousand (1,000) hours during a calendar year shall be credited with a paid time off bank beginning on January 1st of the following calendar year based upon his/her continuous years of employment with the City as follows:
 - 1) An employee with less than two (2) years of service earns no (0) hours.
 - 2) An employee with two (2) and up to five (5) years of service earns twenty-four (24) hours.
 - 3) An employee with six (6) and up to eight (8) years of service earns forty-eight (48) hours.
 - 4) An employee with nine (9) and up to eleven (11) years of service earns sixty (60) hours.
 - 5) An employee with twelve (12) years or more of service earns seventy-two (72) hours.
- B. Effective January 1, 2017, each employee shall accrue vacation leave based upon hours actually worked each pay period and calculated at a rate based upon total hours of City service, as follows:
 - 1) An employee with less than ten thousand (10,000) total hours of City service shall not accrue any vacation leave.
 - 2) An employee with ten thousand (10,000) and up to twenty thousand (20,000) total hours of City service shall accrue 0.04 hours of vacation leave for each hour actually worked.
 - 3) An employee with twenty thousand (20,000) and up to twenty-five thousand (25,000) total hours of City service shall accrue 0.06 hours of vacation leave for each hour actually worked.
 - 4) An employee with twenty-five thousand (25,000) or more total hours of City service shall accrue 0.07 hours of vacation leave for each hour actually worked.

MOU: SFPEBU (2016 – 2020)Page 6 of 31

2. Maximum Accumulation of Vacation

- A. The maximum vacation leave accumulation for each unit employee shall be one hundred (100) hours.
- B. Except as otherwise provided in Section 3.01(2)(C) below, employees shall cease to accrue any additional hours until the vacation leave bank falls below the maximum accumulation cap.
- C. An employee denied vacation leave due to department staffing issues, who exceeds the maximum vacation accumulation cap due to such denial, shall continue to accrue vacation leave in excess of the cap until the department is able to allow sufficient vacation leave to bring the employee under the cap.

This provision shall not apply if an employee does not request vacation leave until twenty-four (24) hours or less of reaching the maximum accumulation cap.

3. Payout of Vacation

Upon death, retirement, or separation from service, an employee or his/her designated beneficiary, shall be paid out for one hundred percent (100%) of his/her accumulated vacation leave. Such vacation hours shall be paid out at the employee's current hourly base salary at the time of the payout.

4. Deposit of Previously Earned Paid Leave

- A. An employee with a paid leave balance as of December 31, 2016, that was earned under the provisions of Section 3.01(1)(A) above, shall have such leave hours deposited into his/her new vacation leave bank no later than the first full pay period after January 1, 2017.
- B. An employee that did not receive a credit of paid leave on January 1, 2016, but would have become eligible on January 1, 2017 under the provisions of Section 3.01(1)(A) above, shall have such leave hours deposited into his/her new vacation leave bank no later than the first full pay period after January 1, 2017.
- C. Paid leave deposited into the new vacation leave bank shall still be subject to the maximum accumulation cap outlined in Section 3.01(2) above.

3.02 Sick Leave**1. Rate of Accrual**

Each employee shall be credited with up to twenty-four (24) hours of sick leave upon hire. The exact amount of credited hours may be prorated based upon the date of hire.

MOU: SFPEBU (2016 – 2020)Page 7 of 31

Thereafter, on July 1st of each subsequent year, the employee shall be credited with twenty-four (24) hours of sick leave, provided that the employee's total accumulation does not exceed the maximum forty-eight (48) hours allowed in Section 3.02(2).

2. Maximum Accumulation of Sick Leave

The maximum sick leave accumulation for each unit employee shall be forty-eight (48) hours.

3. Payout of Sick Leave

There shall be no payout of accumulated sick leave upon death, retirement, or separation from service.

4. Reinstatement of Sick Leave

An employee who is re-hired within one (1) year from the date of separation shall have any unused accumulated sick leave reinstated.

5. Use of Sick Leave

An employee may use sick leave for personal illness/injury or preventative care which prevented his/her attendance on the job and performance of duties on the day of the absence, or for any other reason required by law.

An employee may also use sick leave if he/she is compelled to be absent due to the illness/injury or preventative care of a qualified family member.

For the purpose of sick leave, a "qualified family member" is defined as a child, parent, sibling, spouse, registered domestic partner, or step/in-law/grand relationship of these same familial relationships.

6. Required Notice for Sick Leave Use

An employee using sick leave should attempt to notify his/her supervisor at least one (1) hour prior to his/her scheduled shift, but in no event any later than one (1) hour after the start time of his/her scheduled shift.

7. Medical Certification

Both parties agree that sick leave is a privilege and shall only be allowed in the case of necessity, actual disability, or in accordance with State and Federal law. Further, both parties agree that abuse of this privilege is not only detrimental to the City, but to the unit and its members.

MOU: SFPEBU (2016 – 2020)Page 8 of 31

Therefore, the parties agree that the City may require a medical certificate from a verifiable healthcare provider before allowing an employee a paid leave of absence under sick leave if, in the opinion of a supervisor or the Department Head, there is reasonable basis to believe an employee is abusing the sick leave privilege (i.e. discernable pattern of use around holidays, in conjunction with weekends or days off, etc.). Upon such a request, the City will articulate in writing the grounds for its reasonable basis and the employee will receive written notice that further absences will require medical certification prior to approval of paid sick leave.

The presentation of a medical certificate, issued in accordance with the healthcare provider's guidelines, will resolve the question as to whether the use of paid sick leave is appropriate. If a medical certificate is not presented, the use of paid sick leave may be denied and progressive disciplinary action may be warranted.

An employee placed on medical certification shall have his/her sick leave usage reviewed at least once each quarter and shall be removed from this requirement upon evidence of improved attendance. An employee who disputes his/her placement on medical certification may seek to resolve the dispute under the grievance procedures in Article 14.

Use of sick leave and placement on medical certification may only be mentioned on performance evaluations in accordance with applicable State and Federal law.

3.03 Catastrophic Leave Donation Program

The City shall continue the Catastrophic Leave Donation Program for unit employees in conformance with the City's policy in effect as of July 1, 2016.

The parties agree that unit employees may participate in this program as follows:

- A. As a donor, by donating accumulated vacation leave to a part-time or full-time employee.
- B. As a recipient, by receiving a donation of accumulated vacation leave from another part-time employee; and/or a donation of accumulated vacation, sick, annual or management leave, compensatory time, or holiday from a full-time employee; and/or by requesting to receive unused leave hours from the Catastrophic Leave Reserve Fund.

3.04 Maternity/Paternity Leave

An employee shall be eligible for Maternity/Paternity Leave as per guidelines stipulated in the City's Maternity/Paternity Leave Policy in effect as of July 1, 2016, and as may be required by applicable law.

MOU: SFPEBU (2016 – 2020)Page 9 of 31

The City will continue to contribute to the employee's health benefits, if applicable, for twelve (12) weeks in any twelve (12) month period and there shall be no lapse in the employee's health insurance coverage during this time. The twelve (12) month period which determines the duration of leave to which an employee is entitled will be a rolling twelve (12) month period beginning on the date a leave under this policy is first taken.

3.05 Time Off for Promotional Tests or Interviews

1. Employees shall be required to utilize their own accumulated leave time for the purpose of taking tests or participating in interviews for other employment outside of the City.
2. For promotional tests or interviews for the City, the City shall either:
 - A. Schedule such tests or interviews for the employee's non-working hours; or
 - B. Allow employees who are scheduled to work during the time of a promotional test or interview for the City, to participate without any loss of compensation or benefits.

3.06 Leave for Child-Related Activities

Upon request, an employee may take off up to forty (40) hours per year, up to eight (8) hours per month, for child-related activities if the employee is a parent with one or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. This includes finding, enrolling, or re-enrolling a child in school or with a licensed child care provider, addressing a child care provider, and responding to a school/child care provider emergency including a request for a child to be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school/child care (excluding planned holidays), or a natural disaster. An employee desiring to be paid for such leave must use accrued leave to cover the absence.

For the purpose of this section, a "parent" is defined as a parent, legal guardian, step-parent, foster parent, grandparent, or a person who stands in loco parentis to the child.

3.07 Bereavement Leave

The City shall authorize an employee to utilize up to twelve (12) hours of paid bereavement leave per incident of imminent death or following the death of an immediate family member. The employee may utilize other accrued leave time during the bereavement period for additional time off if needed.

For the purpose of this leave, an "immediate family member" shall mean a grandparent, parent, registered domestic partner, spouse, child, sibling, step and in-law relationships of the same categories, or any person living in the same household.

Proof of residence and/or verification of imminent death or death may be requested.

MOU: SFPEBU (2016 – 2020)Page 10 of 31

ARTICLE 4 — EMPLOYEE ASSISTANCE PROGRAM

The City shall continue to maintain the privacy provisions of the insured Employee Assistance Program (EAP) and permit unit employees to visit a City designated EAP Specialist without having to go through Personnel.

ARTICLE 5 — SALARY**5.01 Salary**

The City shall increase the base salaries for classifications represented by SEIU as follows:

A. **Classifications with a Full-Time Equivalent (FTE)**

Classifications which have an FTE shall receive the same increases in base salary as the FTE positions. Such increases shall be effective on the same date as the FTE positions.

B. **Classifications without a Full-Time Equivalent (FTE)**

Classifications which do not have a FTE and which have salary ranges above the required minimum wage shall receive an increase in base salary which is equal to the average increase received by classifications in the City's full-time non-sworn and non-management bargaining units (i.e. SFPEA and SFPCA). Such increases shall be effective on the same date as the classifications with an FTE.

C. **Minimum Wage Standard**

As a result of SB 3 which was signed into California law on April 4, 2016, any classification with a salary range that includes an hourly rate less than the required minimum wage on January 1st of each year shall be increased as follows:

- 1) Effective the pay period which includes January 1, 2017, base salaries shall be increased by five percent (5.0%).

The minimum hourly wage is ten and one-half dollars (\$10.50).

- 2) Effective the pay period which includes January 1, 2018, base salaries shall be increased by four and eight-tenths percent (4.8%).

The minimum hourly wage is eleven dollars (\$11.00).

- 3) Effective the pay period which includes January 1, 2019, base salaries shall be increased by nine and one-tenth percent (9.1%).

MOU: SFPEBU (2016 – 2020)Page 11 of 31

The minimum hourly wage is twelve dollars (\$12.00).

- 4) Effective the pay period which includes January 1, 2020, base salaries shall be increased by eight and three-tenths percent (8.3%).

The minimum hourly wage is thirteen dollars (\$13.00).

- 5) Effective the pay period which includes January 1, 2021, base salaries shall be increased by seven and seven-tenths percent (7.7%).

The minimum hourly wage is fourteen dollars (\$14.00).

- 6) Effective the pay period which includes January 1, 2022, base salaries shall be increased by seven and two-tenths percent (7.2%).

The minimum hourly wage is fifteen dollars (\$15.00).

D. Salary Compaction

In order to prevent salary compaction, any family of classifications that has a classification in the series receive a salary increase shall also receive an increase to base salary in order to maintain the percentage of pay separation, in existence as of January 1, 2016, between the classifications in the same series.

Example:

As of July 1, 2016, if a Recreation Leader I was on Salary Range 44 in Schedule H of Resolution No. 7716, it would have an entry level Step A of \$10.00 per hour.

If a Recreation Leader II was on Salary Range 47, there would be a 4.8% pay separation between the classifications in the series.

In accordance with Section 5.01(C)(1) above, the minimum wage will increase to \$10.50 on January 1, 2017; therefore, Step A of Salary Range 44 would increase to \$10.50 and Step A of Salary Range 47 would increase to \$11.00.

Employees would receive the increases at their current salary step on their respective salary ranges upon the effective date of such increases.

5.02 Definition of Base Salary

“Base salary” shall be defined as the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pay, and non-cash benefits.

MOU: SFPEBU (2016 – 2020)Page 12 of 31

5.03 Calculation of Other Compensation

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

5.04 Salary Advancement

The City shall maintain a minimum of a five percent (5%) separation between salary steps in each salary range. An employee's advancement within a salary range shall not be automatic, but shall be contingent upon merit.

An employee shall be evaluated for merit salary advancement after six (6) months in service in the classification to which he/she was appointed, promoted, or reemployed. Thereinafter, the employee shall be eligible for merit salary advancement(s) to the next step(s) in the salary range after twelve (12) months of service in the classification.

If the employee's job performance requires improvement and the employee does not receive a salary increase on the scheduled merit date, such employee shall be reevaluated within at least a six (6) month period commencing on the merit date.

An employee promoted to a higher classification shall receive a minimum salary increase of five percent (5%) upon such promotion, provided the salary increase does not exceed the maximum salary step for the salary range of the classification.

ARTICLE 6 — BILINGUAL PAY

The City shall pay a bilingual bonus at the end of each month worked, to those unit employees that qualify in accordance with the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a 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.

The bonus shall be paid as follows:

- A. An employee who works seventy-nine (79) hours or less per month shall be paid fifty dollars (\$50.00) per month.
- B. An employee who works eighty (80) hours or more per month shall be paid one

MOU: SFPEBU (2016 – 2020)Page 13 of 31

hundred dollars (\$100.00) per month.

ARTICLE 7 — WORK SCHEDULE

Should an employee's schedule/hours require a change, the City will provide the affected employee with written notice a minimum of one (1) week prior to the required schedule change.

The City will provide a minimum of one (1) week written notice to employees who will be required to work special events, which is any event falling within the fiscal year that is not calendared and requires City resources.

ARTICLE 8 — WORKER'S COMPENSATION**8.01 Worker's Compensation****1. Paid Leave on Disability**

In those instances when an employee experiences an injury that 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) regularly scheduled working days of disability without charge against accumulated paid leave.

Thereafter, the injured employee shall have the following options:

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

2. Continuation of Insurance Benefits on Disability

The City agrees to continue to provide insurance benefits in accordance with Article 2 for the duration of any job-related injury or illness regardless of whether or not the employee is on payroll.

3. Disability Retirement

In accordance with stipulations set forth by the California Public Employees Retirement System (CalPERS), as soon as it is believed that a unit employee is unable to perform his/her

MOU: SFPEBU (2016 – 2020)Page 14 of 31

job because of an illness or injury that is expected to be permanent or last longer than six (6) months, the City shall have the option to submit an application for disability retirement on the employee's behalf, provided that the employee is vested in CalPERS. 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 §20731. The injury or disease causing the incapacity or disability need not be job-related.

8.02 Modified Duty Work

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

ARTICLE 9 — UNIFORMS AND EQUIPMENT**9.01 Uniforms**

1. The City shall provide each employee, who is required to wear a uniform, with three (3) complete sets of uniforms upon hire and in July of each fiscal year.
2. The City will replace up to two (2) sets of uniforms per fiscal year due to damage or excessive wear and tear.
3. The uniforms shall consist of those that the department deems necessary.
4. All purchases shall be made in accordance with the City's purchasing policy.
5. For the purpose of cleaning and laundering such uniforms, the City will continue to provide non-sworn part-time employees in the Police Department with an annual uniform allowance equal to fifty percent (50%) of the amount received by non-sworn full-time employees in the Police Department. As of July 1, 2016, this amount is currently one hundred and fifty dollars (\$150.00) for eligible employees in this unit.

9.02 Inclement Weather Gear

The City shall provide appropriate gear to employees assigned to work in inclement weather, including but not limited to rain gear and jackets.

9.03 Shoe/Boot Allowance

Employees who are required to wear specific shoes/boots for their position (i.e. Community Service Officers, Cadets, Enforcement Officers, and Public Works field employees, etc.) shall receive reimbursement for the purchase of such work shoes/boots of up to one hundred dollars (\$100.00) in July of each fiscal year.

MOU: SFPEBU (2016 – 2020)Page 15 of 31

ARTICLE 10 — OTHER COMPENSATION**10.01 Working Out of Class**

Any assignment to perform duties of a higher level position, or act in a higher capacity outside the employee's job classification, will be paid at the rate of at least five percent (5%) higher than the employee's current base salary for the duration of such assignment.

The City shall ensure that an employee working in a higher capacity is adequately trained to fulfill the requirements of that higher class.

Assignments to perform higher-level duties must be formally approved, in writing, by the Department Head.

10.02 Overtime**1. Definition of a Work Week**

The City shall comply with the provisions of the Fair Labor Standard Act (FLSA) in defining a work week.

2. Payment of Overtime

Overtime hours shall be paid as follows:

A. Time and One-Half

An employee who actually works forty (40) hours or more in a work week shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay for the overtime hours worked in excess of forty (40) hours in that same work week.

or

B. Straight Time

An employee who does not actually work forty (40) hours or more in a work week shall be paid at the straight (1) time rate of his/her regular rate of pay for the overtime hours worked in excess of his/her regularly scheduled shift(s), but less than forty (40) hours in that same work week.

10.03 Callback

An employee who performs any work on behalf of the City outside of his/her regularly scheduled hours shall be compensated at the appropriate rate, which may be paid at time and one-half or straight time, in accordance with Section 10.02(2) above. This includes, but is not

MOU: SFPEBU (2016 – 2020)Page 16 of 31

limited to, making, receiving and/or responding to telephone inquiries to/from other City personnel during off-duty time, reporting to work earlier than scheduled, or reporting to work on a regularly scheduled day off.

The minimum period to be compensated for any such “callback” time shall be two (2) hours.

10.04 Deferred Compensation

Employees may make voluntary contributions, up to the legal limits, in a City sponsored deferred compensation plan.

10.05 Holiday Pay

An employee shall receive an additional one-half (0.5) hour of pay, at his/her regular current rate of pay, for each hour actually worked on New Year’s Day, Thanksgiving Day, and Christmas Day.

ARTICLE 11 — REIMBURSEMENTS**11.01 Tuition Reimbursement**

The City shall reimburse employees for tuition on approved courses, to a maximum of one thousand-five hundred dollars (\$1,500) per fiscal year.

Employees must submit tuition reimbursement requests to their Department Head between March 1st and March 30th of each year. Department Heads should make every effort to submit accurate requests for tuition reimbursement during the annual budget process and in accordance with the City’s policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon an employee satisfactorily completing course(s) with a minimum of a “C” grade and a commitment to continued service with the City 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 City rate.

11.02 Mileage Reimbursement

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

MOU: SFPEBU (2016 – 2020)Page 17 of 31

ARTICLE 12 — NEPOTISM

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

- A. 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.
- B. 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:
- C. For purposes of this section, a "relative" means a 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.
- D. If a supervisor and subordinate in the same department are in an intimate relationship, 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 13 — JOINT LABOR-MANAGEMENT COMMITTEE

The City and the Union agree to establish a Joint Labor-Management Committee (JLMC) to consult on issues of mutual concern. The JLMC shall be limited to a total of four (4) members unless the parties mutually agree otherwise. Two (2) members shall be appointed by the City and two (2) shall be appointed by the Union.

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

This committee will not have the authority to change or amend the MOU or discuss issues of potential discipline.

ARTICLE 14 — GRIEVANCE PROCEDURE**14.01 Statement of Intent**

The City and the Union have a mutual interest in resolving workplace issues appropriately,

MOU: SFPEBU (2016 – 2020)Page 18 of 31

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.

14.02 Definitions

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 including disciplinary actions against employees in this unit.

A “business day” shall be defined as Monday thru Friday, exclusive of City holidays.

14.03 Grievance Process Rights

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 MOU.
- B. Any issue that the parties agree to refer to another administrative resolution process.

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

The Union may elect to file a group grievance on behalf of two (2) or more employees. The facts and issues of the grievance must be the same. A group grievance will begin at Step 3 of the grievance procedure.

14.04 Time Limits and Waivers

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.

14.05 Expedited Issues

To resolve issues at the appropriate level, the following issues will be automatically waived to Step 3 of the grievance procedure:

- Group Grievances
- Allegations regarding violations of Article 15 – Union Rights
- Suspensions without pay

MOU: SFPEBU (2016 – 2020)Page 19 of 31

- Terminations
- Allegations of failure to accommodate medical restrictions
- Allegations of retaliation
- Whistleblower complaints

Any additional issues may be waived to Step 3 upon mutual agreement of the Union and the City.

14.06 Step 1 – Initial Filing and First Administrative Response

Within ten (10) business days after the employee knew of, or reasonably should have known of, the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the employee's immediate supervisor, 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 that are alleged to have been violated, and the specific remedy requested.

The immediate supervisor shall meet with the employee within ten (10) business days of receiving the written grievance to 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 as otherwise specified by the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to advance the issue to the next step.

14.07 Step 2 – Second Administrative Response

If the issue is not resolved at Step 1, or jointly advanced 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 to the Department Head within the ten (10) day filing 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 that 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 at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The Department Head or appropriate designee shall investigate as necessary to allow fair consideration of the situation and 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 advance the grievance to the next step.

MOU: SFPEBU (2016 – 2020)Page 20 of 31

14.08 Step 3 – Third Administrative Response**1. Individual Grievance**

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the City Manager, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in Step 2. The City Manager, or designee, shall meet with the employee within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.

2. Group Grievance

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 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.

14.09 Step 4 — Mediation

The Union or the City may request mediation, by letter to the City Council. 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 (SMCS) at no cost to either party.

The primary goal of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal in nature (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.

MOU: SFPEBU (2016 – 2020)Page 21 of 31

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 of 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 advance to the next level in the procedure.

14.10 Step 5 — Binding Arbitration

If the written response at Step 3 or mediation at Step 4, does not settle the grievance, or management fails to provide a written response within thirty (30) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the City Council. A copy of this notice shall be served upon the Personnel Manager. The request for arbitration must be filed with the City Council within twenty (20) business days following (a) the date of service of the written response of the City Manager, or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the City 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 (7) arbitrators furnished by the SMCS, within ten (10) business days following receipt of said list. Failure of the Union to notify the City Council of the selected arbitrator within sixty (60) business days of receipt of said list shall constitute a waiver of the grievance.

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 SMCS, 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, 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.

The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.

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 MOU.

MOU: SFPEBU (2016 – 2020)Page 22 of 31

ARTICLE 15 — UNION RIGHTS**15.01 Union Stewards**

SEIU shall designate a reasonable number of stewards, but not to exceed ten percent (10%) of the unit. A certified steward may represent a grievant at all steps of the grievance procedure. The Union shall provide to the City Manager a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list.

15.02 Protection Against Discrimination and Retaliation

Management recognizes stewards 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 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.

Stewards who are assigned to work an evening shift, night shift, 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.

Grievances filed under this section shall be expedited to Step 3 of the grievance procedure.

15.03 Union Release Time**1. Union Stewards**

Stewards shall be allowed necessary time off without loss of any compensation and benefits to perform the responsibilities of their positions, including but not limited to the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, informal meetings with Management, pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow, all levels of the grievance procedure, JLMC meetings, new employee orientations, negotiations, steward trainings, steward meetings, paid time off for lost-time status, and to observe working conditions.

Management is responsible for staffing to accommodate paid release time for union activities upon receipt of two (2) weeks advance written notice for release time.

An employee and his/her steward may have a reasonable amount of paid time off for the above-listed activities.

If a steward must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor. Permission to leave will be granted unless such

MOU: SFPEBU (2016 – 2020)Page 23 of 31

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.

2. Membership Meetings

The City agrees to release any employee, who is regularly scheduled to work, for up to one (1) hour per month, to attend a bargaining unit membership meeting without loss of compensation or benefits.

The City agrees to provide the Union with a meeting room for this purpose. The date, time and location of such meetings will be mutually agreed upon by the City and the Union.

15.04 Payroll Deductions

It is understood and agreed that SEIU has the right to payroll deductions of membership dues, agency service fees, charitable contributions, voluntary political contributions and any other applicable premiums from bargaining unit employees. Such deductions shall be made monthly and forwarded to the SEIU Local 721 office.

Employee authorization for payments shall be made on a form provided by the Union. The City, however, will deduct the appropriate amounts from an employee's paycheck, which has been identified by the Union, whether or not the appropriate deduction form has been received.

SEIU 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 such payroll deductions.

15.05 Reporting Requirements

Management will provide SEIU with a list of represented employees in the unit in alphabetical

MOU: SFPEBU (2016 – 2020)Page 24 of 31

order, on a quarterly basis.

The list shall include the following information for each employee: employee full name, employee identification number, class title, department, home address, mailing address (if different), telephone number, date of hire, union status (i.e. dues paying member, agency fee payer, or religious objector), salary step, rate of pay, and identify any changes in employment status (i.e. new hire, promotion, demotion, separation from service, etc.) and the effective date(s) of such changes.

This list shall be provided in an unformatted electronic format, preferably Excel, to the designated SEIU representative(s).

15.06 Agency Shop**1. Agency Shop Arrangement**

The City and the Union mutually understand and agree that, pursuant to Government Code §3502.5, there exists an agency shop arrangement between the parties and all employees in the unit have the right to join, or not join, the Union.

The parties have agreed to an agency shop arrangement, which requires that as a condition of continuing employment, within thirty (30) days of entering the bargaining unit, employees in the unit must either join the Union, pay to the Union a service fee in lieu thereof, or establish a religious exemption there from.

2. Membership Dues

An employee who chooses to join the Union shall pay the membership dues uniformly required of SEIU Local 721 members.

3. Agency Fee Payers

Any employee who chooses not to join the Union, and who is employed in the bargaining unit, shall make payment of service fees in lieu of dues to the Union beginning no later than thirty (30) days of entry into the unit. Such payments shall not exceed the periodic dues uniformly required of members.

4. Religious Objectors

Any employee, who because of bona fide religious tenets or teachings of a church or religious body which has historically held conscientious objections to joining or financially supporting public employee organizations and of which such employee is a member, may request a religious exemption. To be considered for such exemption, the employee is required to submit a written request for exemption, in accordance with the Union's policies regarding religious objectors. Upon approval of such request, the Union shall submit the withheld funds, deducted in an amount equal to dues/service fees, to a non-religious, non-

MOU: SFPEBU (2016 – 2020)Page 25 of 31

labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, to be chosen by the employee.

5. Record Keeping

SEIU shall keep an adequate itemized record of its financial transactions and make a detailed written financial report available to the employees who are members of the organization within sixty (60) days after the end of the fiscal year. A copy of financial reports required under the Labor Management Disclosure Act of 1959 or Government Code §3456.6 shall satisfy this requirement.

6. Hold Harmless/Indemnity Clause

SEIU agrees to hold the City harmless and indemnify the City against any claims, causes of action, attorney's fees, or lawsuits arising out of the deductions or transmittal of such funds to the Union.

15.07 Maintenance of Membership

All unit members who, on the 15th day following the effective date of this MOU or thereafter, are members of the Union in good standing shall maintain membership in the Union, including payroll deductions in Sections 15.04 and 15.06 above, for the term of this MOU.

Every employee who is a member of the Union shall have a right to withdraw from membership between April 1st and April 15th in the year of expiration of this MOU. To withdraw from membership, the employee shall notify SEIU, in writing, of their termination of authorization for union dues payroll deductions. Such notification shall be delivered in person, or by United States mail, and should be in the form of a letter, signed and dated by the individual employee, containing the following information: employee full name, employee identification number, job classification, employer's name, and a statement of request to cancel union dues payroll deductions for SEIU.

15.08 Voluntary Political Contributions

The City agrees to allow unit employees to make voluntary political contributions to the SEIU Local 721 Committee on Political Education (COPE) through payroll deductions. 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.

15.09 Bulletin Boards

The City shall grant the Union reasonable access to bulletin boards in all work locations to post notices as needed, for the purpose of notifying members of meetings, elections, events, and other relevant union activities. Such access shall not unduly interfere with the normal

MOU: SFPEBU (2016 – 2020)Page 26 of 31

operations of the City or with established safety or security requirements.

15.10 Visits by Union Representatives

The City agrees that union representatives shall have reasonable access to the premises of the City during working hours for the purpose of assisting in the administration of this MOU. Such access shall not unnecessarily disrupt the work of City employees.

15.11 New Employee Orientation

A representative from SEIU will be allowed to speak to and provide new employees to the bargaining unit with SEIU enrollment information during the employee's orientation. The City agrees to furnish each new employee with a copy of the current MOU.

ARTICLE 16 — LAYOFFS**16.01 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 SEIU 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 a ten (10) working day notice is given, the City shall pay commensurate pay up to ten (10) days total.

16.02 Seniority in Layoffs

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

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

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

MOU: SFPEBU (2016 – 2020)Page 27 of 31

16.03 Bumping Rights

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.

16.04 Re-Employment Lists and 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 reappointed 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.

16.05 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 Personnel and respective department for five (5) work days to allow for volunteers to apply.

Should the position that the employee was transferred from become 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.

ARTICLE 17 — PERSONNEL PROVISIONS**17.01 Probationary Periods**

Upon initial hire or promotion, each employee shall serve a probationary period of no less than six (6) months and no greater than twelve (12) months.

17.02 Job Classifications and Descriptions

In the event the City desires to establish a new classification, or revise an existing job classification and/or description, during the term of this MOU, the City shall meet and consult in good faith with the Union regarding the proposed change(s). The City agrees to provide the Union with a draft of the change(s) under consideration, prior to making any recommendations

MOU: SFPEBU (2016 – 2020)Page 28 of 31

to City Council.

17.03 Privatization/Contracting Out

The City agrees to meet and confer on the impacts of any decision to privatize or contract out any bargaining unit work.

The City will make a good faith effort to provide the Union with at least thirty (30) calendar day's written notice of its intention to privatize or contract out work which is currently being performed by bargaining unit members.

Upon request, the City will meet with the Union to explain the rationale for the decision. If there are formal studies, which were used to determine the feasibility, cost benefit, efficiency or other aspects of the proposal, these reports will be shared with the Union.

The City will consider the Union's proposals to accomplish the same work at competitive efficiency and cost levels, provided such proposals are submitted in writing no later than fifteen (15) days following the City's notice.

The City Council shall retain sole authority to decide whether or not to privatize or contract out the work and the provisions of this section shall not limit the City Council's authority to do so.

ARTICLE 18 — RETIREMENT

The City provides eligible employees with retirement benefits through the California Public Employees Retirement System (CalPERS). Such benefits are subject to applicable law and regulations, including but not limited to the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA) of 2013, and CalPERS.

18.01 Eligibility for Part-Time Employees

Pursuant to CalPERS regulations, a part-time employee shall become eligible for CalPERS membership on the first day of the pay period in which the employee completes one thousand (1,000) hours of service during any fiscal year (July 1st through June 30th). A "part-time employee" is defined by CalPERS, as an employee who works less than forty (40) hours per week for a majority of the weeks in a year.

18.02 CalPERS Membership

For the purpose of retirement benefits, eligible employees are defined as either a "classic" or "new" member of CalPERS as follows:

MOU: SFPEBU (2016 – 2020)Page 29 of 31

A. "Classic" Member

An employee hired by the City prior to January 1, 2013; or an employee previously employed by a CalPERS participating public agency, hired by that agency prior to January 1, 2013, and who becomes employed by the City with less than a six (6) month break in service; or an employee who is eligible for reciprocity with another California public retirement system.

B. "New" Member

An employee hired by the City or any other CalPERS participating agency, on or after January 1, 2013; or an employee previously employed by a CalPERS participating public agency who becomes employed by the City after a break in service of greater than six (6) months; or an employee who is ineligible for reciprocity with another California public retirement system.

18.03 Retirement Plans

Retirement formulas and calculations are based upon a combination of the employee's age, years of service, and annual pensionable compensation.

1. TIER I Miscellaneous Plan

For eligible employees hired on or before November 12, 2005, the City's contract provides a 3% @ 60 modified retirement formula (Government Code §21354.3) based upon the Single Highest Year (Government Code §20965).

No cap on annual salary that can be used to calculate final compensation.

This Plan provides an Annual Cost-of-Living Allowance of five percent (5%).

2. TIER II Miscellaneous Plan

For eligible employees hired between November 13, 2005 and December 31, 2012, the City's contract provides a 2% @ 55 modified retirement formula (Government Code §20475) based upon the Single Highest Year (Government Code §20965).

No cap on annual salary that can be used to calculate final compensation.

This Plan provides an Annual Cost-of-Living Allowance of three percent (3%).

MOU: SFPEBU (2016 – 2020)Page 30 of 31

3. TIER III Miscellaneous Plan

For eligible employees hired on or after January 1, 2013, who are not eligible for reciprocity and are considered “new” members of CalPERS, PEPRAs mandates a retirement formula of 2% @ 62 based upon a Three Year Average.

Pensionable compensation cap on annual salary used to calculate final compensation.

This Plan provides an Annual Cost-of-Living Allowance of two percent (2%).

18.04 Rates of Contributions**1. TIER I & TIER II Miscellaneous Plans**

Employee contributions shall be paid by the City as an Employer Paid Member Contribution (EPMC), pursuant to Internal Revenue Code 414(h)(2).

The City shall continue to report the value of the EPMC to CalPERS as compensation earnable on behalf of each eligible employee pursuant to Government Code §20636(c)(4).

The City shall pay one hundred percent (100%) of the employee’s contribution as the EPMC and one hundred percent (100%) of the employer’s obligation.

The employee shall not be required to pay any (0%) of the costs.

2. TIER III Miscellaneous Plan

In accordance with PEPRAs, the City and employee will participate in equal sharing of normal costs, with both the City and employee paying fifty percent (50%) of the normal costs.

18.05 Optional CalPERS Benefits

1. The City shall continue to provide the 4th Level of 1959 Survivor Benefits (Government Code §21574).
2. The City shall continue to provide credit for unused sick leave as per CalPERS guidelines (Government Code §20965).
3. The City shall continue to provide Military Service Credit as Public Service as per CalPERS guidelines (Government Code §21024).

MOU: SFPEBU (2016 – 2020)

Page 31 of 31

EXECUTION OF THE NEW AGREEMENT

This MOU has been ratified on _____, 2016 by a simple majority vote of unit employees who are in classifications represented by SEIU Local 721 as set forth in this agreement.

This MOU was then approved by a majority vote of the City Council of the City of San Fernando on _____, 2016.

Following its execution by the parties hereto, the City shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have cause for this agreement to be executed this _____ day of _____ 2016.

CITY OF SAN FERNANDO**SAN FERNANDO PART-TIME EMPLOYEES
BARGAINING UNIT (SFPEBU), SERVICE
EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 721**

Chris Marcarello, Chief Negotiator
Deputy City Manager/ Public Works Director

Wendy Thomas, Chief Negotiator

Brian Saeki
City Manager

Patty Garcia, SFPEBU Charter Representative
Program Specialist

Nick Kimball
Finance Director

Michael Okafor
Personnel Manager

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

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

Date: November 21, 2016

Subject: Consideration of Request to Send Letter of Support for Los Angeles Regional Water Quality Control Board Candidate

RECOMMENDATION:

It is recommended that the City Council approve a letter of support (Attachment "A") for Los Angeles Regional Water Quality Control Board candidate James Davis.

BACKGROUND:

Currently, there are two vacancies on the Los Angeles Regional Water Quality Control Board (Board). The Board is charged with overseeing implementation of water quality standards and the National Pollutant Discharge Emission System (NPDES) storm water permit program for the greater Los Angeles region.

Several cities in the Upper Los Angeles River Area have expressed an interest to appoint a Board representative with a strong engineering and technical background. Recently, James Davis, a retired Public Works Director, expressed an interest in joining the Board in this effort. Mr. Davis retired from Culver City as their Public Works Director in 2002. Since that time, Mr. Davis has served as Interim Public Works Director for several communities in Southern California, including the City of San Fernando in 2005. Mr. Davis is a licensed professional engineer and well-qualified to serve in this role.

CONCLUSION:

The draft letter of support for Mr. Davis' appointment is attached for the City Council's consideration (Attachment "A").

ATTACHMENT:

A. Letter of Support

THE CITY OF SAN FERNANDO

CITY COUNCIL

November 21, 2016

MAYOR
ROBERT C. GONZALESMona Pasquil
Appointment Secretary
Governor Jerry Brown
State Capitol – Suite 1173
Sacramento, CA 95814VICE MAYOR
JOEL FAJARDOCOUNCILMEMBER
ANTONIO LOPEZEmail: Mona.Pasquil@gov.ca.govCOUNCILMEMBER
SYLVIA BALLIN

Subject: Candidate for Los Angeles Regional Water Quality Control Board Vacancy

COUNCILMEMBER
JAIME SOTO

Dear Ms. Pasquil:

On behalf of the City of San Fernando, I would like to recommend Mr. James Davis for appointment to the Los Angeles Regional Water Quality Control Board ("Board"). We understand that there are two existing vacancies on the Board. We strongly encourage the Governor to appoint Mr. Davis to fill one of the open seats due to his strong technical background as a registered professional engineer and former Public Works Director.

It is important that the Board include a representative with a strong technical understanding of groundwater and surface water quality regulations and regional watersheds. In this regard, we believe that Mr. Davis would be an outstanding candidate for your consideration.

Thanking you for your consideration of this request.

Sincerely,

Robert Gonzales
Mayor, City of San Fernando117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1201

WWW.SFCITY.ORG

*This Page
Intentionally
Left Blank*

ORDINANCE NO. 1659**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO PROHIBITING OUTDOOR PERSONAL MARIJUANA CULTIVATION AND ESTABLISHING REGULATIONS AND A PERMITTING PROCESS FOR THE INDOOR PERSONAL CULTIVATION OF MARIJUANA, SUBJECT TO CALIFORNIA VOTER APPROVAL OF PROPOSITION 64 AT THE TUESDAY, NOVEMBER 8, 2016 ELECTION**

WHEREAS, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the “CUA”), which was codified under Health and Safety Code Section 11262.5 et seq. and was intended to enable persons who are in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician; and

WHEREAS, the CUA provides that “nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes”; and

WHEREAS, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.)(the “MMP”), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP; and

WHEREAS, Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances; and

WHEREAS, California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes; and

WHEREAS, in 2013, the California Supreme Court in the case of *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, found the CUA and MMP do not preempt a city’s local regulatory authority and confirmed a city’s ability to prohibit medical marijuana dispensaries within its boundaries; and

WHEREAS, in 2013, the California Third District Appellate Court held that state law does “not preempt a city’s police power to prohibit the cultivation of all marijuana within the city”; and

WHEREAS, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the “MMRSA”); and

WHEREAS, the MMRSA creates a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis; and

WHEREAS, the MMRSA contains new statutory provisions that:

- Allow local government to enact ordinances expressing of their intent to prohibit the cultivation of marijuana and not administer a conditional use permit program pursuant to Health and Safety Code Section 11362.777 for the cultivation of marijuana (Health & Saf. Code, § 11362.777(c)(4));
- Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Bus. & Prof. Code, § 19315(a));
- Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including, but not limited to, a local government's right to make and enforce within its limits all police regulations not in conflict with its general laws (Bus. & Prof. Code, § 19316(c));
- Require a local government that wishes to prevent marijuana delivery activity (as defined in Business and Professions Code Section 19300.5(m)) from operating within the local government's boundaries to enact an ordinance affirmatively banning such delivery activity (Bus. & Prof. Code, § 19340(a)); and

WHEREAS, on May 16, 2016, the City Council adopted Ordinance No. 1654 to ban "commercial cannabis activities," as defined under the MCRSA, with the exception of certain commercial cannabis deliveries to locations within the City of San Fernando provided such deliveries originate from legal marijuana dispensaries located outside the territorial boundaries of the City of San Fernando; and

WHEREAS, Ordinance No. 1654 bars cannabis delivery operations headquartered in, or otherwise originating from the City of San Fernando; and

WHEREAS, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the "MCRSA") under Senate Bill 837 in June 2016, which also made includes substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees; and

WHEREAS, on November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") will come before California voters as Proposition 64; and

WHEREAS, if approved, Proposition 64 would legalize the nonmedical use of marijuana by persons 21 years of age and over, and the personal cultivation of up to six marijuana plants; and

WHEREAS, if approved, Proposition 64 would additionally create a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical marijuana, and the manufacturing of nonmedical marijuana products;

WHEREAS, Proposition 64 is a state statute initiative that, if approved, would become effective on November 9, 2016, the day after the November 8, 2016 election, pursuant to the California Constitution (Cal. Const., art. II, § 10(a)); and

WHEREAS, pursuant to Proposition 64, local governments, including cities, can reasonably regulate, but cannot ban, personal indoor cultivation of up to six living marijuana plants within the person's private residence, including indoor cultivation in a greenhouse on the same property as the residence that is not physically part of the home (Health & Saf. Code, §§ 11362.1(a), 11362.2(a)-(b)); and

WHEREAS, Proposition 64 defines a private residence as "a house, an apartment unit, a mobile home, or other similar dwelling unit) and allows persons to possess the marijuana produced by their six cultivated plants (Health & Saf. Code, § 11362.2(b)(5)); and

WHEREAS, Proposition 64 enables local governments, including cities, to regulate and/or ban, the personal cultivation of up to six living marijuana plants outdoors upon the grounds of a private residence (Health & Saf. Code, § 11362.2(b)(3)); and

WHEREAS, Proposition 64 requires that any and all living marijuana plants personally cultivated by persons be kept: (1) within the person's private residence or upon the grounds of that private residence (e.g. in an outdoor garden area); (2) in a locked space; and (3) not visible by normal unaided vision from a public place (Health & Saf. Code, § 11362.2(a)(2)); and

WHEREAS, the City of San Fernando (the "City") seeks to prohibit the outdoor personal cultivation of marijuana and establish standards and a permitting process for indoor personal marijuana cultivation if Proposition 64 is approved.

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

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. Definitions.

- A. "Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.
- B. "Cultivate" means participation any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.
- C. "Private residence" means a house, an apartment unit, a mobilehome, or other similar dwelling.

SECTION 3. Chapter 42 (Health and Sanitation) of the San Fernando Municipal Code is amended by the addition of Article III (Marijuana Cultivation) which shall read as follows:

Article III. – Marijuana Cultivation

Sec. 42-90 Indoor Personal Marijuana Cultivation Permit Required.

Sec. 42-91 Standards for Indoor Personal Marijuana Cultivation.

Sec. 42-92 Outdoor Personal Cultivation of Marijuana Prohibited.

Sec. 42-90 Indoor Personal Marijuana Cultivation Permit Required.

- (a) No indoor personal cultivation, as authorized under Health and Safety Code Section 11362.1(a)(3), shall be conducted in the City without a valid City-issued Indoor Personal Marijuana Cultivation Permit pursuant to Health and Safety Code Section 11362.2(b)(1).
- (b) The form of the application for an Indoor Personal Cannabis Cultivation Permit shall be approved by the Chief Planning Official, Chief of Police, and City Attorney.
- (c) If a residence proposed to be utilized in any manner for indoor and/or outdoor cultivation is leased or rented, then an Indoor Personal Marijuana Cultivation Permit may only be issued upon a written authorization from the owner of such property that explicitly allows such cultivation, with written authorization including proof of notary on form provided by the City of San Fernando. Such written authorization shall accompany an application for an Indoor Personal Marijuana Cultivation Permit. The property owner may revoke such authorization by providing written notice of revocation to the City and to the permittee. Thirty (30) calendar days after receipt of such notice by the City, the relevant Indoor Personal Marijuana Cultivation Permit shall be null and void.
- (d) Applications shall be filed with the City Clerk and accompanied by an application (including inspection) fee and any other required site plans or documentation, as established by City Council resolution.
- (e) The Chief Planning Official and Chief of Police, or designee(s), shall consider and either approve or disapprove an application for an Indoor Personal Marijuana Cultivation Permit and deliver written notice of such approval or disapproval by first class mail to the applicant within thirty (30) calendar days of the City's receipt of such complete application.
- (f) Appeal of Permit Denial. A denial of an Indoor Personal Marijuana Cultivation Permit may be made in accordance with the procedural protocol set forth in San Fernando Municipal Code Section 106-76 et seq. for appeals of certain zoning-related determinations, which provide for aggrieved parties to appeal to the Planning Commission and City Council, if necessary.

- (g) Periodic Inspections. Permittees who possess current and valid Indoor Personal Marijuana Cultivation Permits shall be subject to quarterly City inspections to ensure compliance with the standards set forth in this Article III of Chapter 42 upon at least seventy-two (72) hours written notice from the City.

Sec. 42-91 Standards for Indoor Personal Marijuana Cultivation.

- (a) Indoor personal marijuana cultivation shall be limited to the inside of a private residence or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure, pursuant to Health and Safety Code Section 11362.1 and 11362.2, so long as the portion of the residence or eligible accessory structure utilized for such cultivation is not within a required walkway or common open space area and does not reduce the amount of required on-site parking spaces applicable to the relevant residence(s).
- (b) Any and all live marijuana plants cultivated indoors by persons in the City pursuant to Health and Safety Code Section 11362.1(a)(3) shall be kept in a locked space that is not visible by normal unaided vision from a public place, subject to any and all limitations applicable under Health and Safety Code Sections 11362.1 and 11362.2.
- (c) All structures in which such indoor personal cannabis cultivation occurs shall comply with all applicable zoning, building, housing, and fire code requirements.
- (d) The use of grow lights, fans, ventilation devices or any other electrical, irrigation, or mechanical equipment shall comply with all applicable building, housing, and fire code requirements and related permitting and inspection requirements.
- (e) Indoor grow lights shall not exceed 2,000 watts total illumination, and the installation, wiring, and operation of such lighting shall comply with the applicable building, housing, and fire code requirements and related permitting and inspection protocols.
- (f) The use of gas products (CO₂, butane, propane, natural gas, etc.) or generators for personal indoor marijuana cultivation shall be prohibited.
- (g) Any structure utilized for personal indoor marijuana cultivation shall have ventilation and filtration systems installed to prevent the odor of cannabis from escaping the interiors of such structure and the accumulation of mold. Such systems shall be compliant with applicable building, housing, and fire code requirements and has undergone and related necessary inspections.
- (h) Each allowable outdoor accessory structure utilized for the indoor personal cultivation of marijuana shall be set back at a distance of three (3) to ten (10) feet from all property lines of the premises, subject to review and approval by the Community Development Director to ensure compliance with Health and Safety Code Section 11362.2.
- (i) The cultivation area shall not be accessible to persons under 21 years of age.

- (j) A portable fire extinguisher shall be kept in the same room where indoor cultivation occurs.
- (k) There shall be no external or noxious olfactory evidence of marijuana cultivation from any street, sidewalk, public right-of-way, or adjacent property.
- (l) Runoff and waste disposal by the residence where cultivation occurs must be in compliance with any applicable local, state, and federal regulations and laws.

Sec. 42-92 Outdoor Personal Cultivation of Marijuana Prohibited.

The personal cultivation of cannabis outdoors upon the grounds of a private residence shall be completely prohibited in all zones in the City of San Fernando, pursuant to Health and Safety Code Section 11361.2(b)(3).

SECTION 4. CEQA. The proposed Ordinance does not have the potential to cause significant effects on the environment and is exempt from the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines Section 15061(b)(3), because there is no possibility that the activities contemplated herein will have a significant effect on the environment.

SECTION 5. Inconsistent Provisions. Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 7. Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective no sooner than thirty (30) days after adoption and upon California state voter approval of Proposition 64 at the November 8, 2016 election.

[SIGNATURE PAGE TO FOLLOW]

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 21st of November, 2016.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chavez
City Clerk of the City of San Fernando

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

I, Elena G. Chavez, City Clerk of the City of San Fernando, do hereby certify that Ordinance No.1659 was introduced for a first reading on the 7th the day of November, 2016 and approved for a second reading and adopted by said City Council at its regular meeting duly held on the 21st day of November 2016, by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Elena G. Chavez,
City Clerk of the City of San Fernando

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Ismael Aguila, Recreation and Community Services Director

Date: November 21, 2016

Subject: Update on Recreation Park Improvements and Consideration to Approve Change Order Request for Outdoor Fitness Equipment

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file an update on the improvements made at Recreation Park; and
- b. Approve a Change Order request (Attachment "A") for the amount of \$14,150 to expand the fitness zone to accommodate new outdoor fitness equipment.

BACKGROUND:

1. On November 17, 2014, the City Council approved Resolution No. 7658 to accept the 2013 California Department of Housing and Community Development Housing Related Parks Program (HRP) Grant to fund Recreation Park improvements in the amount of \$188,050.
2. On December 7, 2015, the City Council approved a Professional Service Agreement (Contract No. 1819) with CEM Construction (CEM) for the amount not to exceed \$18,750 to install outdoor exercise equipment at Recreation Park (Attachment "B").
3. In March 2016, the City Manager approved a Change Order request (Attachment "A") in the amount of \$14,150 to accommodate the installation of new ADA outdoor fitness equipment at Recreation Park.
4. On June 30, 2016, all improvements to Recreation Park were completed as required by the HRP Grant Program.
5. On August 31, 2016, staff submitted the HRP Grant Program Final Grant Report and Closeout Certification (See Attachment "C").

Update on Recreation Park Improvements and Consideration to Approve Change Order Request for Outdoor Fitness Equipment

Page 2 of 3

ANALYSIS:

Housing Related Parks (HRP) Program

The HRP Program is administered by the California Department of Housing and Community Development (HCD). The purpose of the HRP Program is to increase the overall supply of housing affordable to lower income households by providing financial incentives to cities and counties with documented housing stats for newly constructed units affordable to very low or low-income households. The HRP Program provides assistance to cities and counties by offering grants for creation of new parks or rehabilitation or improvements to existing parks. Eligible public entities must have adopted housing elements that HCD has found to be in substantial compliance with State Housing Element Law, and have submitted to HCD the annual progress reports required by Section 65400 of the Government Code.

Recreation Park Improvements Project

The HRP Program approved the Recreation Park Improvements project because it met all of all of the eligibility threshold requirements. In addition, projects listed below were selected based on priorities recommended by staff and adopted by the Parks, Wellness, and Recreation Commission. The improvements included new building doors, outdoor fitness equipment, air conditioning for gym facility, and tot lot flooring. The total cost of the project was \$201,500 which included the HRP grant for \$188,050 and a City match of \$13,450 in Quimby Funds.

As the project commenced, staff was able to secure lower than anticipated bids for capital improvements via competitive purchasing agreement thus allowing for additional improvements, which included park signs, gym flooring recoat, gym scoreboard, baseball fencing improvements, new park benches, and an outdoor water fountain. In addition, staff was able to purchase two additional pieces of outdoor fitness equipment that were requested by numerous seniors in the community. In order to accommodate the new equipment, the size of the outdoor fitness station had to be increased by over 200 square feet. In order to meet the grant deadline and complete the project by June 30, 2016, the City Manager authorized a change order for \$14,150 with CEM Construction for a total amount not to exceed \$32,900 (refer to Attachment "A"). Since the Change Order caused the contract to exceed \$25,000, staff is requesting City Council approval to ratify the Change Order.

BUDGET IMPACT:

The change order was funded entirely from the HRP grant and Quimby funds. Sufficient funds were included in the Budget to cover the cost of the change order.

Update on Recreation Park Improvements and Consideration to Approve Change Order Request for Outdoor Fitness EquipmentPage 3 of 3

CONCLUSION:

It is recommended that the City Council ratify the Change Order of \$14,150 required to install the additional equipment for the outdoor fitness station at Recreation Park.

ATTACHMENTS:

- A. Change Order Request
- B. Original CEM Contract
- C. Final Grant Report and Closeout Certification

CONTRACT CHANGE ORDER NO. 1

ATTACHMENT "A"

PROJECT NAME: Purchase/Installation of Outdoor Exercise Equip at RP SHEET 1 OF 1 SHEETS
PROJECT NO. _____TO: CEM Construction CONTRACTOR

You are hereby directed to make the herein described changes from the plans and specifications or do the following work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Public Works Director.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract prices, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such items as equipment actually used and no allowance will be made for idle time. Change requested by CONTRACTOR & CITY.**1. Estimate of increases in contract items at contract prices (refer to Attachment)****2. Extra equipment purchase at agreed price:****Increase square footage of outdoor exercise station:**

- A. Remove additional grass/dirt.
- B. Measure and space all equipment to ADA.
- C. Install 2 additional exercise equipment as described in original order.
- D. Repair and install additional DG and stabilizer for station flooring.

Completion of "A", "B", "C" +\$ 8,000.00 increase

Completion of "D" +\$ 6,150.00 increase

Total Change Order +\$ 14,150.00 increase**PREVIOUS CONTRACT AMOUNT \$ 18,750.00****THIS CHANGE ORDER +\$ 14,150.00****NEW CONTRACT AMOUNT \$ 32,900.00**Recommended: _____ Date: 2-27-16

Approved (Public Works Director): _____ Date: _____

We the undersigned contractor have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted Date: _____ Contractor: _____

By: _____ Title: _____

If the Contractor does not sign acceptance of this order, Contractor's attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein allowed.



8207 BROOKGREEN RD.
DOWNEY, CALIFORNIA 90240
562/708-0016 562/708-3586
Lic. # 951234

February 23, 2016

Mr. Ismael Aguila
Recreation & Community
Services Director
City of San Fernando

Change Order #1

Subject: Change Order for Installation of Additional Outdoor Fitness Equipment and 2" DG

Description of Work: Install (2) Additional Fitness Equipment, Grade Hill and Remove/Add 2" DG

Scope of work:

- Remove approx. 2" of (E) decomposed granite and replace with 2" of new decomposed granite to existing area.
- Install (2) additional City furnished outdoor fitness equipment with new footings
- Grade hill to flat surface for installation of additional equipment and slope hill back to existing grade for smooth transition.
- Export grass and soil
- Install decomposed granite at new flat graded area.
- Install seed and topping at smooth transition.

Total Lump Sum: \$14,150.00

Please contact our office with any concerns regarding this matter.

Respectfully,

CEM Construction

A handwritten signature in blue ink, reading 'Emigdio Carrillo Jr.', is positioned above a horizontal line.

Emigdio Carrillo Jr., M.S., P.E.
Project Engineer
P: 562 708 0016
emigdioc@cem-construction.com

Sonia Garcia

From: Ismael Aguila
Sent: Wednesday, March 16, 2016 12:32 PM
To: Sonia Garcia
Cc: Nick Kimball; Chris Marcarello
Subject: PO for HRP

Hi Sonia,

Below are the revised PO's I need to submit to the HRP Grant Representative for reimbursement and cash advances for the project improvements at Recreation Park.

PO# 11314 Greenfield

Purchase of additional equipment for an additional \$4,853.61 for a total of \$34,264.51.

PO #11232 Pacific Flooring

Gym recoat services for an additional \$800 for a total of \$6,324.00

PO#11317 CEM Construction

Purchase of additional \$14,150 for a total of \$32,900. I will deliver this change order to you today. I know it is above the purchasing for the City Manager. However, we will take this item to the council for approval at the end of the project in April.

Thanks,

Ismael

Ismael Aguila

Recreation and Community Services Director

THE CITY OF
SAN FERNANDO

117 Macneil St | San Fernando, CA 91340

Tel (818) 898-1290 | Fax (818) 898-2155

iaquila@sfcity.org | www.sfcity.org



Installation of Outdoor Exercise Equipment at Recreation Park

Punch List

3/14/2016

Contractor: CEM

Evaluator: Ismael

Room / Location	Trade	Item to check	Comments	Approved
SF PARK	Installation	Removal of old Exercise Equipment	9 pieces	
SF PARK	Installation	Excavation of exercise equipment foundations		
SF PARK	Installation	Disposal of concrete foundations		
SF PARK	Installation	Work with Greenfield to determine location for new equipment		
SF PARK	Installation	Lay foundation of new exercise equipment		
SF PARK	Installation	Install new exercise equipment	10 pieces/1 sign	
SF PARK	Installation	Lay new DG surface	2.0 inches/3.0 near equipment	
SF PARK	Installation	Reseed grass mound	60-80 sq feet	
		MISC		
SF Park	Installation	Install/removal of fencing		
SF Park	Installation	Lay stabilizer for DG		

Job Completed? ☒ Y ☐ N

City Staff:

Date: 3-16-16

Contractor:

Emigdio E.



ATTACHMENT "B"

CONTRACT NO. 1819

PROFESSIONAL SERVICES AGREEMENT

CEM CONSTRUCTION

Installation of Outdoor Fitness Equipment

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of January 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and CEM CONSTRUCTION, a corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of 30 days commencing from delivery of outdoor exercise equipment which is expected to arrive before March 1, 2016. Upon the conclusion of the Term, this Agreement may be extended to a maximum of 6 months with consent of the City Manager. 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:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule in Exhibit "A" which is hereinafter, the "Approved Rate Schedule."
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 2 of 17

aggregate sum of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the completion of the project, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Public Works Superintendent and Recreation and Community Services Director (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 3 of 17

their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 4 of 17

- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 5 of 17

Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 6 of 17

any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 7 of 17

Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 8 of 17

work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 9 of 17

losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 10 of 17

Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 11 of 17

called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 12 of 17

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 13 of 17

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 14 of 17

CONSULTANT:

CEM CONSTRUCTION
8207 Brookgreen Road.
Downey, CA 90240
Attn: Eddie Carrillo
Phone: 562-708-3586
Email: eddiec@cemconstruction.com

CITY:

City of San Fernando
Public Works
120 Macneil Street
San Fernando, CA 91340
Attn: Chris Marcarello
Phone: 818-898-1237

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 15 of 17

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

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 16 of 17

- 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 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT

Installation of Outdoor Fitness Equipment

Page 17 of 17

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

CITY OF SAN FERNANDO

By: _____

Brian Saeki, City Manager

CEM CONSTRUCTION

By: _____

Name: JESUS E CARRILLOTitle: VICE-PRESIDENT**APPROVED AS TO FORM**

By: _____

Rick R. Olivarez, City Attorney

EXHIBIT "A"



8207 BROOKGREEN RD.
DOWNEY, CALIFORNIA 90240
562/708-0016 562/708-3586
Lic. # 951234

January 14, 2016

Mr. Ismael Aguila
Recreation & Community
Services Director
City of San Fernando

Proposal Rev1

Subject: Proposal for Installation of Outdoor Fitness Equipment

Description of Work: Install (9) New Outdoor Fitness Equipment

Scope of work:

Item 1

- Remove (E) outdoor fitness equipment and set aside equipment for city
- Remove and dispose of (E) footings
- Install (9) City furnished outdoor fitness equipment with new footings
- Install decomposed granite at depressed areas.

Item 1 - Lump Sum Price: \$13,750.00

Alternative A

- Remove approx. 2" of (E) Decomposed granite and replace with 2" of new decomposed granite.

Alternative A - Lump Sum Price: \$5,000.00

Total Lump Sum: \$18,750.00

Prevailing wage is NOT included.

Please contact our office with any concerns regarding this matter.

Respectfully,

CEM Construction

A handwritten signature in blue ink, reading 'Emigdio Carrillo Jr.', is written over a horizontal line.

Emigdio Carrillo Jr., M.S., P.E.
Project Engineer
P: 562 708 0016
emigdioc@cem-construction.com



Housing-Related Parks Program

Final Grant Report and Closeout Certification

Contractor: City of San Fernando Contract No.: 14-HRPP-9683

Address: 117 Macneil Street

Contact Name: Ismael Aguila Title: Recreation and Community Services Director

E-mail: iaguila@sfcity.org Phone: 818-898-1290

Contract Dollar Amount: \$ 188,050

A. Capital Asset Acquisitions and Project Descriptions

1. For all capital assets acquired or rehabilitated in whole or in part with HRP Program funds, please include the project name as detailed in the Scope of Work (Exhibit A) of the Standard Agreement, a description of the capital asset acquired or rehabilitated and the total amount HRP Program funds used (attach additional sheets if necessary).

Project Name	Capital Asset	Total Cost	HRP Funds Expended Relative to Total Cost
HVAC Replacements	4 HVAC units	\$57,144.58	\$57,144.58
Outdoor Fitness Equipment	10 pieces of outdoor exercise equipment	\$67,164.51	\$67,164.51
ADA Doors	2 sets of self-opening doors	\$28,780.79	\$28,780.79
Tot Lot flooring	1,400 sq. ft. of rubber flooring	\$23,661.10	\$23,661.10
Gym Flooring	Refurbished wood gym flooring & maintenance equipment.	\$7,421.99	\$6,324.00
Park Amenities	8 park signs, 3 park benches, 6 gym benches, and 1 water fountain.	\$7,561.87	\$3,303.88
Scoreboards	1 scoreboard	\$6,743.04	\$949.02
Backstop fencing	Backstop fencing	\$3,022.12	\$722.12
TOTAL		\$201,500.00	\$188,050.00

2. Please attach, on a separate sheet, a complete narrative for each project funded in whole or in part with HRP Program funds. The narrative must include, at a minimum, the following information for each project outlined in Section A1 above:
- Project description; and
 - Description of the community benefit provided by the project

SEE ATTACHMENT BELOW

B. Certifications (Pursuant to Health & Safety Code Section 50544):

Total number of eligible residential units recorded during the eligible year(s) as provided in HRP application: <i>**Please contact your HRP Program Representative to verify unit information</i>			Total number of eligible residential units that have been issued a Certificate of Occupancy or Notice of Completion:		
Extremely Low-Income	Very Low-Income	Low-Income	Extremely Low-Income	Very Low-Income	Low-Income
20	29	31	20	29	31

C. Closeout Certification:

I hereby certify that all activities undertaken by the City of San Fernando (name of Grantee) with funds provided under the HRP Program Standard Agreement have, to the best of my knowledge, been carried out in accordance with the agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the grant agreement; and that every statement and amounts set forth in the Final Grant Cash Request and this Final Grant Closeout Report are, to the best of my knowledge, true and correct. In addition, City/County agrees to retain all records which disclose the activities funded by the Grant including adequate documentation of each transaction for a period of 3 years after the final payment under the Standard Agreement.

Name of Authorized Representative

Brian Saeki

Title of Authorized Representative

City manager

Signature



Date

8-31-16

For HCD Use Only



Program Representative







Approval Date

Program Manager




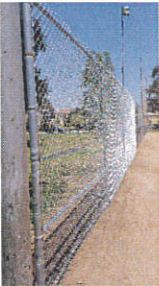
Approval Date

Improvements to San Fernando Recreation Park Project Descriptions

Project Name	Description/Benefits	Location
HVAC Replacements	<p><u>Description:</u> City purchased and installed four roof mounted HVAC units in the recreation gymnasium at Recreation Park Building.</p> <p><u>Benefit:</u> Recreation Park Building's gymnasium hosts multiple sporting activities and community programming each year, including day camp, youth and adult sports, and special events. The previous HVAC units were approximately 30 years old and were not capable of providing the desired temperatures to ensure comfortable and usable public space. The new units have made the gymnasium more comfortable, increased use of the facility, and made the gymnasium more efficient and environmentally friendly.</p>	Gymnasium of Recreation Park Building.
<div style="display: flex; justify-content: space-around;">   </div>		
Outdoor Fitness Equipment	<p><u>Description:</u> City staff removed 8 broken and dilapidated outdoor fitness apparatus, expanded the total square footage size of fitness zone by 1,950 square feet, and purchased/installed 10 new pieces of outdoor exercise equipment, including 3 apparatus that are adaptable for individuals with disabilities.</p> <p><u>Benefit:</u> Recreation park is considered to be a fitness/wellness park by the community. It is home to the award winning 100 Citizens Fitness Program and provides access to numerous fitness resources including walking paths, sports fields, and outdoor fitness equipment. However, the existing outdoor fitness equipment was in disrepair and in dire need of replacement. Many apparatus had been removed due safety concerns. Replacing and installing new outdoor fitness equipment has provided the community with a vital resource to exercise further improve the community health.</p>	West side of Recreation park field next to playground.

		
<p>ADA Doors</p>	<p><u>Description:</u> City purchased and installed two sets of ADA compliant front doors at both public entrances to the Recreation Park Building.</p> <p><u>Benefit:</u> The old public entrance doors to the Recreation Park Building were heavy and very difficult to open for the elderly and disabled population. The new ADA compliant doors open at the touch of a button creating easy accessibility to the building.</p>	<p>Main entrance & Gym entrance (West side of building) at Recreation Park Building.</p>
		
<p>Tot Lot flooring</p>	<p><u>Description:</u> Purchase and installation of 1,400 sq. ft. of rubberized flooring for tot lot.</p> <p><u>Benefit:</u> The old flooring was more than 15 years old. It was quickly deteriorating, losing elasticity, and creating a safety hazard for children. The new flooring is a significant improvement in safety and aesthetics while enhancing the enjoyment of the children using the play equipment.</p>	<p>West side of Recreation Park field adjacent to Park Ave.</p>
		
<p>Gym Flooring</p>	<p><u>Description:</u> Sanded down and applied new coat of varnish on approximately 5,700 sq. ft. of wood flooring in gymnasium. The City logo was also painted in the center of the court and proper cleaning equipment specific to wood flooring was purchased to better maintain and preserve the improvements.</p> <p><u>Benefit:</u> The gym's original flooring was more than 40 years old. There was serious damage</p>	<p>Gymnasium of Recreation Park Building.</p>

	and wear throughout the floor due to years of usage. The resurfaced floor is much more even and safe, and the technology used to seal the floor allows for better playing conditions and easier clean up and maintenance.	
	 	
Park Amenities	<p><u>Description:</u> Purchase/install 3 outdoor park benches, 1 outdoor water fountain, 8 park signs, and 6 indoor sitting benches.</p> <p><u>Benefit:</u> Based on community feedback, there needed to be more seating available for parents while watching their children play at the tot lot and basketball leagues. Purchase and installation of the 9 benches allows for more parents to sit and supervise their children. The addition of a water fountain was desperately needed since there were no other outdoor drinking fountain within 100 yards. The new signs cite park hours of operation and park rules, including dog leash law, no-alcohol, no BBQ, etc.</p>	The benches and water fountains are located in Recreation Park near the concession stand building and tot lot. The signs are located near park entrances, pavilions, and backstops.
	          	

		
Scoreboards	<p><u>Description:</u> Purchased and installed one scoreboard for the gymnasium at Recreation Park Building.</p> <p><u>Benefits:</u> The prior scoreboard was non-operational thus youth leagues could not track score of games. The new scoreboard allows teams to see real time scoring and buzzers sounds, making the gymnasium a more attractive and usable community sports facility.</p>	Gymnasium of Recreation Park Building.
		
Fencing Repair	<p><u>Description:</u> Removed and replaced various old fencing around backstop of baseball field.</p> <p><u>Benefits:</u> The old fencing was warped, rusted, and had many sharp edges and holes for balls to pass through. All of the fencing was replaced, which has created a safer environment for players and spectators and improved the overall usability of the baseball field.</p>	Southwest corner of Recreation Park.
		

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

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

Date: November 21, 2016

Subject: Republic Services Update on Solid Waste Billing Process and Delinquent Account Notices to Property Owners

RECOMMENDATION:

It is recommended that the City Council receive and file the status update on the solid waste billing process and delinquency notices to property owners.

BACKGROUND:

Councilmember Ballin recently requested that a status update be provided by Republic Services related to solid waste billing notices and lien notices. The attached update (Attachment "A") was prepared by Republic Services' staff members and will be reviewed with the City Council.

ATTACHMENT:

A. Presentation Slides

City of San Fernando Residential Lien Process



Step 1 of Lien Process

- Republics' billing system will generate a friendly reminder to the account holder once the account is past due by 45 days.
- Should an account holder call our Customer Service Center, any Republic Service Customer Service agent can assist with any questions regarding their past due amount.
- See sample letter on next slide.

Example Reminder Letter

A message regarding your account

Dear Valued Customer:

Thank you for your continued trust in Republic Services. We appreciate your business! This is a friendly notice that your account with us appears past due, please refer to the unpaid items listed in the enclosed statement.

If you have recently mailed your payment, we thank you, kindly disregard this notice. Otherwise, please take a moment now to visit us at www.RepublicServices.com and click on "Pay Bill" at the top of the homepage to pay on-line. If you prefer, you may call us and make a payment via our toll-free payment line at (877) 692-9129. Any checks should be mailed in the enclosed envelope.

Thank you for your prompt attention to this matter. We look forward to providing you with continuing exceptional service.

Sincerely,

Collections Department

•
•
•
•
•
•
•
•

Republic SERVICES
12949 TELEGRAPH RD
SANTA FE SPRINGS, CA 90670

• Resident's name
• 12949 Telegraph Rd
• Santa Fe Springs, CA 90670

Pay This Amount \$0.00
Account Number 3-0902-11111
Date: xx-xx-xxxx
Payment Due Date: Upon Receipt

Make checks payable to;
REPUBLIC SERVICES #902
PO BOX 78829
PHOENIX, AZ 85062-8829

Step 2 of Lien Process

- Beginning in November of each year, if an account is past due by 60 days, a letter will be sent to the property owner. Based on information provided by the DataQuick systems.
- These letters will be sent out every 2 months until we reach the lien period in May.
- The property owner letters will have our collection department's phone number for direct assistance with past due matters. If the property owner calls our Customer Service Center, each potential lien account will be flagged as "LIEN" so agents will know to immediately transfer to the collection department or answer questions of non system identified account holders.

Example of Property Owner letter

June 6, 2016

Owner Name
Address
City, State, Zip

Account: 902-11111
Service Address: 1111 Maple Ln, Santa Fe Springs
Balance Due: \$0.00

Dear Customer,

The service address listed above has been identified as having an unpaid balance.

If your property is a rental, this letter is a notice that your tenant has a balance due for trash service. The trash account must be current to avoid a lien. The property owner is responsible for any unpaid trash service balances. Unpaid trash service balances may be placed on the property tax bill as a lien for the service location listed above if not paid within 10 days of this notice.

If you are a new property owner please contact us at (562) 347-4092.

If you have any questions regarding your account, please contact the Collection Department within the next Ten (10) days, by calling (562) 347-4016: or by mail to 12949 Telegraph Rd, Santa Fe Springs, CA 90670.

"Se Habla Español"

Please bring the account current to avoid further collection action or additional charges that may be assessed against your property. If you have already made arrangements for the unpaid balance to be paid, disregard this notice.

Thank you for your prompt attention.

Sincerely,

Collections Department

Example of Property Owner letter (Spanish)

Junio 6, 2016

Owner Name

Address

City, State, Zip

Account: 902-11111

Service Address: 1111 Maple Ln, Santa Fe Springs

Balance Due: \$0.00

Estimado cliente,

Se ha identificado que la dirección de servicio mencionada anteriormente tiene un saldo pendiente de pago.

Si su propiedad es de alquiler, esta carta es un aviso de que su inquilino tiene un saldo pendiente por servicio de basura. La cuenta de basura debe estar actualizada para evitar un gravamen. El dueño de la propiedad es responsable de cualquier saldo adeudado de servicio de basura. Los saldos de servicio de basura sin pagar pueden ser colocados en el gravamen de impuestos de la propiedad para la ubicación del servicio mencionada si no se pagan dentro de los 10 días de este aviso.

Si usted es un nuevo propietario, por favor contáctenos al (562) 347-4092.

Si tiene alguna pregunta con respecto a su cuenta, comuníquese con el Departamento de Colección dentro de los siguientes diez (10) días, llamando al (562) 347-4016: o por correo a 12949 Telegraph Rd, Santa Fe Springs, CA 90670.

"Se Habla Español"

Por favor traiga la cuenta corriente para evitar más acciones de cobranza o cargos adicionales que puedan ser evaluados en su propiedad. Si ya ha hecho arreglos para pagar el saldo pendiente, no tenga en cuenta este aviso.

Gracias por su pronta atención.

Sinceramente,

Departamento de Colecciones

Example of Flagged Customer Screen

- When the customer service representative enters the account or service address in the system, the flag will be displayed. See below.

9999991	00001	AWS OF GARDENA HOLDING ACCT	9200 GLENOAKS
LIEN			SUN VALLEY
Customer	Sol	Site name	Number Sid

- Example of A/R screen, open invoices.

4/25/2016	INV	902006179630	4/26/2016	161.00
6/29/2016	INV	902006294502	6/30/2016	163.75
8/25/2016	INV	902006446464	8/26/2016	166.50

Lien Period May-Aug

- In April, the Municipal Representative will contact the City to request, a lien hearing date to be placed on a future City Council Meeting Agenda.
- Once date has been selected, the City will authorize Republic Service to send out an official Lien notification on City letter head.
- Republic Services will provide City with past due account updates on a regular basis throughout the period.
- Hearings will be held in the month of July, the lien process will be finalized in the 1st week of August.

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager

Date: November 21, 2016

Subject: Consideration to Approve a Letter of Support for San Fernando Community Health Center

RECOMMENDATION:

It is recommended that the City Council approve a letter of support (Attachment "A") for the San Fernando Community Health Center.

BACKGROUND:

The San Fernando Community Health Center (SFCHC) is currently in the process of applying for their continuation grant, for the period June 1, 2017 – May 30, 2020. SFCHC has asked that the City Council provide a letter of support as part of that grant process. The City Council has approved a similar letter of support for their original application in 2014 and also provided a letter of support for their Oral Health Services Expansion grant, which SFCHC received notice of award in early June 2016.

The continued support letter from the City of San Fernando and the City Council is for SFCHC's Federally Qualified Health Center status and the federal funding. SFCHC has received the support of many community-based organizations in the area, including Northeast Valley Health Corporation (one of the largest FQHC's in the country), and Holy Cross Hospital.

BUDGET IMPACT:

There is no impact to the budget by approving the letter of support.

ATTACHMENTS:

A. Letter of Support



ATTACHMENT "A"

CITY COUNCIL

November 7, 2016

MAYOR
ROBERT C. GONZALESAudrey Simons, CEO
San Fernando Community Health Center
732 Mott Street
San Fernando, CA 91340VICE MAYOR
JOEL FAJARDOCOUNCILMEMBER
ANTONIO LOPEZ

SUBJECT: Service Area Competition (HRSA-17-055)

COUNCILMEMBER
SYLVIA BALLIN

Dear Ms. Simons:

COUNCILMEMBER
JAIME SOTO

The City of San Fernando believes that because of the scarcity of resources for health services, it is imperative that we all work together to provide the highest quality of care within the most appropriate setting. This letter is to strongly endorse the San Fernando Community Health Center's Service Area Competition (SAC) application for the Project Period starting June 1, 2017 through May 31, 2020.

The San Fernando Community Health Center (SFCHC) has provided a continued source of care for the most vulnerable population of the San Fernando Valley for many years. Los Angeles County's local healthcare safety net aims to increase access to primary care and reduce reliance on emergency services at local hospitals. This local safety net is a loosely organized system of public and private health care providers that offer medical care and other enabling services to uninsured, underinsured, Medi-Cal and/or indigent patients. Despite the availability of these safety net providers, only 31 percent of low-income individuals within SFCHC's service area are receiving services at Section 330 licensed clinics. This translates to 150,167 low-income individuals are un-served in SFCHC's service area and in need of a regular source of care. This low penetration rate speaks to the service shortage for a population that is mostly poor, immigrant, and uninsured or covered by Medi-Cal. With over 200,000 low-income individuals within this service area, capacity is far from being reached. Many are newly insured through Medicaid expansion or subsidized coverage in California's health insurance exchange.

Again, we are pleased to endorse SFCHC's SAC application under the Health Center Program authorized under Section 330 of the PHS Act, as we partner to meet the immense needs of our community.

Sincerely,

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340Robert C. Gonzales
MayorJoel Fajardo
Vice Mayor

(818) 898-1201

WWW.SFCITY.ORG

AUDREY SIMONS, SAN FERNANDO COMMUNITY HEALTH CENTER

Service Area Competition (HRSA-17-055)

Page 2 of 2

Antonio Lopez
Councilmember

Sylvia Ballin
Councilmember

Jaime Soto
Councilmember

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Councilmember Sylvia Ballin

Date: November 21, 2016

Subject: Discussion Regarding Commercial Cannabis Activities

RECOMMENDATION:

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

*This Page
Intentionally
Left Blank*