



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA

MAY 1, 2017 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Mayor Sylvia Ballin

APPROVAL OF AGENDA

PRESENTATIONS

- a) OLDER AMERICANS MONTH
Recreation & Community Services Office Specialist Linda Bowden-Moreno

PUBLIC STATEMENTS – WRITTEN/ORAL

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

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CONSENT CALENDAR

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

1) REQUEST TO APPROVE MINUTES OF:

- a) **APRIL 3, 2017 – SPECIAL MEETING**
- b) **APRIL 17, 2017 – SPECIAL MEETING**

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 17-051 approving the Warrant Register.

ADMINISTRATIVE REPORTS**3) CONSIDERATION TO APPROVE A COOPERATIVE AGREEMENT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS FOR THE BRIDGE PREVENTIVE MAINTENANCE PROGRAM**

Recommend that the City Council:

- a. Approve a Cooperative Agreement (Contract No. 1853) with the Los Angeles County Department of Public Works for the Bridge Preventive Maintenance Program; and
- b. Authorize the Interim City Manager to execute the Agreement.

4) CONSIDERATION OF NEW ACCESSORY DWELLING UNITS (FORMERLY REFERRED TO AS “SECOND DWELLING UNITS” IN THE ZONING ORDINANCE)

Recommend that the City Council:

- a. Receive a presentation from staff regarding Accessory Dwelling Units; and
- b. Provide direction to staff regarding the following:
 - i. Prepare an urgency ordinance to implement interim regulations and secure a consultant to develop permanent regulations; or

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- ii. Prepare an ordinance to implement interim regulations for Planning and Preservation Commission consideration with an expected effective date no earlier than August 2017, and secure a consultant to develop permanent regulations; or
- iii. Allow for State Regulations to remain in effect.

5) CONSIDERATION TO TAKE A POSITION TO OPPOSE THE DAKOTA ACCESS PIPELINE

Recommend that the City Council:

- a. Approve a letter opposing the Dakota Access Pipeline that runs from the Bakken Shale field in North Dakota to Illinois; and
- b. Provide direction regarding additional actions to be taken to oppose the Pipeline.

6) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT TO DEVELOP AND IMPLEMENT A LOCAL CANNABIS REGULATION AND PERMITTING PROGRAM

Recommend that the City Council:

- a. Approve Resolution No. 7791 appropriating \$60,000 in Fiscal Year 2016-2017 for a Local Cannabis Regulation and Permitting Program; and
- b. Award a Professional Services Agreement (Contract No. 1854) to HdL Companies in an amount not-to-exceed \$60,000 to provide professional services to develop and implement a Local Cannabis Regulation and Permitting Program; and
- c. Authorize the Interim City Manager to execute the agreement.

7) CONSIDERATION TO RATIFY CITY COUNCIL LIAISON ASSIGNMENTS LIST FOR 2017-2018

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

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

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STAFF COMMUNICATION**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: April 27, 2017 (5:00 p.m.)

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

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 3, 2017 – 5:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Vice Mayor Joel Fajardo called the meeting to order at 5:01 p.m.

Present:

Council: Mayor Robert C. Gonzales (arrived at 5:15 p.m.), Vice Mayor Joel Fajardo, and Councilmembers Sylvia Ballin and Antonio Lopez

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

Absent: Councilmember Jaime Soto (notified staff that was under the weather and could not make the meeting)

PLEDGE OF ALLEGIANCE

Led by Vice Mayor Joel Fajardo

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (6:00 P.M.)

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

A) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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SPECIAL MEETING MINUTES – April 3, 2017**

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G.C. §54956.8

Property: 112, 116, and 124 Harding Street, City of San Fernando
Agency Negotiator: Interim City Manager Nick Kimball, Lead Negotiator
Deputy City Manager/Public Works Director Chris Marcarello
Assistant City Attorney Dave Gondek
Negotiating Parties: Adriana Gomez, Aszkenazy Development, Inc.
Under Negotiation: Price and Terms of Payment as Relates to Property Financing/Loan Agreement

B) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

Interim City Manager Nick Kimball
Deputy City Manager/Public Works Director Chris Marcarello
Personnel Manager Michael Okafor
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

C) PUBLIC EMPLOYMENT (EMPLOYEE RECRUITMENT)

G.C. §54957(b)(1)

Title of Position Under Consideration: City Manager

D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 800 Truman Street, City of San Fernando
Agency Negotiator: Interim City Manager Nick Kimball, Lead Negotiator
Deputy City Manager/Public Works Director Chris Marcarello
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla
Negotiating Parties: Ethel Fowler
Melvin Fowler
Leland Fowler
Michael Overing
Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real Property

E) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

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SPECIAL MEETING MINUTES – April 3, 2017**

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Title of Employee: City Clerk

F) CONFERENCE WITH LABOR NEGOTIATOR – UNREPRESENTED EMPLOYEE

G.C. §54957.6

Designated City Negotiators: Vice Mayor Joel Fajardo and Councilmember Sylvia Ballin

Unrepresented Employee: City Clerk

RECONVENE FROM CLOSED SESSION (6:03 P.M.)

Assistant City Attorney Padilla reported that all Councilmembers (with the exception of Councilmember Soto) were present and reported the following:

Item A – General direction was given but pursuant G.C. §54957.1(a)(1) no further reporting is required at this time (material will be available to the general public upon request at a later time).

Item B – A general update was provided by Interim City Manager Kimball. Feedback and direction was given by the City Council but no final action was taken.

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

Item D – An update was provided by the Interim City Manager but no final action was taken.

Items E & F – Both items were discussed concurrently. General direction was given but no final action was taken.

ADJOURNMENT (6:03 P.M.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 3, 2017 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 17, 2017 – 5:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 5:00 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers Jaime Soto (arrived at 5:08 p.m.), Joel Fajardo and Robert C. Gonzales

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

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (6:02 P.M.)

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

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

Designated City Negotiators:

Interim City Manager Nick Kimball
Personnel Manager Michael Okafor
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

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SPECIAL MEETING MINUTES – April 17, 2017**

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

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

B) PUBLIC EMPLOYMENT (EMPLOYEE RECRUITMENT)

G.C. §54957(b)(1)

Title of Position Under Consideration: City Manager

C) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Clerk

D) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

G.C. 54956.9(d)(1)

Name of Case: Matthew Coughlin v. City of San Fernando

Case No.: Los Angeles Superior Court Case No. BC589356

RECONVENE FROM CLOSED SESSION (6:03 P.M.)

City Attorney Olivarez reported that the City Council received a briefing on Items A-D from staff and legal counsel. Direction was given on all items but no final action taken.

ADJOURNMENT (6:03 P.M.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 17, 2017 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Sonia Gomez-Garcia, Interim Finance Director

Date: May 1, 2017

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 17-051 (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. 17-051

ATTACHMENT "A"**RESOLUTION NO. 17-051****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-051****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 1st day of May, 2017.

Sylvia Ballin, 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 1st day of May, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist Voucher List Page: 1
 04/26/2017 11:14:21AM CITY OF SAN FERNANDO

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|------------------------------|---------|-------|----------------------------------------------------|-----------------|
| 205591 | 5/1/2017 | 892287 99 CLEANERS | 8364 | | ENP TOWEL CLEANING SERVICES 115-422-3750-4300 | 16.00 |
| | | | 8402 | | ENP TOWEL CLEANING SERVICES 115-422-3750-4300 | 16.00 |
| | | | 8407 | | ENP TOWEL CLEANING SERVICES 115-422-3750-4300 | 12.00 |
| | | | | | Total : | 44.00 |
| 205592 | 5/1/2017 | 892230 A & M CATERING | 1583 | | CATERING DEP-SENIOR CLUB MOTHE 004-2380 | 2,400.00 |
| | | | | | Total : | 2,400.00 |
| 205593 | 5/1/2017 | 100031 A-1 LAWNMOWER INC. | 76482 | | PULLY ASSEMBLY-PK0083 041-320-0390-4400 | 163.26 |
| | | | | | Total : | 163.26 |
| 205594 | 5/1/2017 | 891587 ABLE MAILING INC. | 26004 | | MAR-WATER ENVELOPE STORAGE FE 070-382-0000-4300 | 12.50 |
| | | | 26005 | | 072-360-0000-4300 | 12.50 |
| | | | | 11406 | APR-WATER BILLS FULFILLMENT SRVS | 71.61 |
| | | | | 11406 | 072-360-0000-4300 | 71.62 |
| | | | | | Total : | 168.23 |
| 205595 | 5/1/2017 | 100050 ACE INDUSTRIAL SUPPLY | 1601474 | | MISC SUPPLIES 041-320-0000-4300 | 139.42 |
| | | | | | Total : | 139.42 |
| 205596 | 5/1/2017 | 888356 ADVANCED AUTO REPAIR | 1114 | | VEHICLE MAINT-PD2874 041-320-0222-4400 | 232.41 |
| | | | 1115 | | VEHICLE MAINT-PW6835 041-320-0311-4400 | 452.77 |
| | | | 1117 | | VEHICLE MAINT-PD2874 041-320-0222-4400 | 2,400.00 |
| | | | | | Total : | 3,085.18 |

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Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|---------------------------------------|---------------------|-------|--------------------------------------------------------|-----------------|
| 205597 | 5/1/2017 | 889043 ALADIN JUMPERS | 040517 | | RENTAL OF JUMPER, TABLES & CHAIR 001-424-0000-4430 | 1,071.00 |
| | | | | | Total : | 1,071.00 |
| 205598 | 5/1/2017 | 892271 ALL STAR ELITE SPORTS | INV1211 | | VOLLEYBALL T-SHIRTS 017-420-1334-4300 | 71.77 |
| | | | | | Total : | 71.77 |
| 205599 | 5/1/2017 | 887695 AL'S KUBOTA TRACTOR | 85530 | | LIFT TUBE ASSEMBLY 041-320-0390-4400 | 84.94 |
| | | | | | Total : | 84.94 |
| 205600 | 5/1/2017 | 100141 ALVAREZ, LINA | 04/01/17 - 04/14/17 | 11533 | ENP CONTRACT FOOD SERVICE PROV 115-422-3750-4270 | 315.00 |
| | | | | | Total : | 315.00 |
| 205601 | 5/1/2017 | 100165 AMERICAN WATER WORKS, INC. | 23984 | | FUEL PUMP-CE2384 041-320-0152-4400 | 340.86 |
| | | | | | Total : | 340.86 |
| 205602 | 5/1/2017 | 100191 ANGELES SHOOTING RANGE | 9827 | | SHOOTING RANGE TRAINING 001-225-0000-4360 | 75.00 |
| | | | | | Total : | 75.00 |
| 205603 | 5/1/2017 | 100027 ARB INC. | 070-2711 | | CONSTRUCTION METER DEP REFUND 070-2711 | 777.93 |
| | | | | | Total : | 777.93 |
| 205604 | 5/1/2017 | 890411 ARC DOCUMENT SOLUTIONS, LLC | 9098524 | | RESERVOIR PPC BOND SETS & CD 070-384-0301-4300 | 334.69 |
| | | | | | Total : | 334.69 |
| 205605 | 5/1/2017 | 100222 ARROYO BUILDING MATERIALS, INC | 184394 | | MATL'S FOR FIRE SVC SIDEWALK 070-383-0000-4300 | 121.91 |
| | | | 186519 | | MATL'S FOR POT REPAIR-MACLAY&FO 011-311-7510-4600 | 33.16 |
| | | | 186731 | | SEWER LID & RING REPL-FIRST & BRA 072-360-0000-4300 | 178.56 |

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CITY OF SAN FERNANDO

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | | |
| 205605 | 5/1/2017 | 100222 | 100222 ARROYO BUILDING MATERIALS, INC | (Continued) | | | Total : | 333.63 |
| 205606 | 5/1/2017 | 889942 | ATHENS SERVICES | 3172229 | | | | |
| | | | | | 11440 | FY 16-17 STREET SWEEPING SERVICE | | |
| | | | | | 11440 | 001-343-0000-4260 | | 2,299.59 |
| | | | | | 11440 | 011-311-0000-4260 | | 12,249.71 |
| | | | 3280452 | | | FY 16-17 STREET SWEEPING SERVICE | | |
| | | | | | 11440 | 001-343-0000-4260 | | 2,299.59 |
| | | | | | 11440 | 011-311-0000-4260 | | 12,249.71 |
| | | | | | | Total : | | 29,098.60 |
| 205607 | 5/1/2017 | 890546 | BARAJAS, CRYSTAL | MAR 2017 | | | | |
| | | | | | | MMAP MENTOR INSTRUCTOR | | |
| | | | | | | 109-424-3618-4260 | | 180.00 |
| | | | | | | Total : | | 180.00 |
| 205608 | 5/1/2017 | 891796 | BATTERY SYSTEMS INC | 3932124 | | | | |
| | | | | | | BATTERY CHARGER | | |
| | | | | | | 041-320-0000-4340 | | 89.88 |
| | | | | | | Total : | | 89.88 |
| 205609 | 5/1/2017 | 892426 | BEARCOM | 4574983 | | | | |
| | | | | | 11512 | COMPUTER MAINTENANCE CONTRAC | | |
| | | | | | | 001-135-0000-4260 | | 6,964.42 |
| | | | | | | Total : | | 6,964.42 |
| 205610 | 5/1/2017 | 892013 | BERNSTEIN, DIANA | APRIL 2017 | | | | |
| | | | | | | ART CLASS INSTRUCTOR | | |
| | | | | | | 017-420-1343-4260 | | 320.00 |
| | | | | | | Total : | | 320.00 |
| 205611 | 5/1/2017 | 100405 | BONANZA CONCRETE, INC. | 56444 | | | | |
| | | | | | | CONCRETE COLORED SIDEWALK- 4TH | | |
| | | | | | | 015-310-0866-4600 | | 747.39 |
| | | | | | | Total : | | 747.39 |
| 205612 | 5/1/2017 | 888800 | BUSINESS CARD | 030117 | | | | |
| | | | | | | SHUTTLE SERVICE-CONF YOSEMITE F | | |
| | | | | | | 001-101-0101-4370 | | 28.32 |
| | | | | 030117 | | AIRFARE-CONF YOSEMITE POLICY MA | | |
| | | | | | | 001-101-0101-4370 | | 253.90 |
| | | | | 030817 | | SSL CERTIFICATES | | |
| | | | | | | 001-222-0000-4300 | | 293.96 |
| | | | | 031317 | | REFRESHMENTS | | |
| | | | | | | 001-101-0000-4300 | | 37.85 |

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CITY OF SAN FERNANDO

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 205612 | 5/1/2017 | 888800 BUSINESS CARD | (Continued) | | | |
| | | | 031317 | | LODGING-CONF YOSEMITE POLICY M/ | |
| | | | | | 001-101-0101-4370 | 553.56 |
| | | | 031517 | | POST BOOSTS | |
| | | | | | 001-105-0000-4270 | 25.00 |
| | | | 031717-1 | | LODGING-CPOA CONF ON 03/14-03/15 | |
| | | | | | 001-222-0000-4360 | 334.40 |
| | | | 031717-2 | | LODGING-CPOA CONF ON 03/14-03/15 | |
| | | | | | 001-222-0000-4360 | 334.40 |
| | | | 032117 | | MEMBERSHIP DUES | |
| | | | | | 001-105-0000-4380 | 185.00 |
| | | | 032417 | | LUNCH-CITY MAINT HELPER PANEL | |
| | | | | | 001-106-0000-4270 | 46.50 |
| | | | 032817 | | CERTIFICATE FOLDERS | |
| | | | | | 001-101-0000-4300 | 338.54 |
| | | | 033017 | | LODGING-CAPIO ANNUAL CONF ON 04 | |
| | | | | | 001-105-0000-4370 | 665.76 |
| | | | 040317 | | LODGING-MMAP WORKSHOP | |
| | | | | | 109-424-3618-4260 | 1,870.00 |
| | | | 040317 | | POST BOOSTS | |
| | | | | | 001-105-0000-4270 | 25.71 |
| | | | 040517 | | DINNER-SPECIAL CITY COUNCIL | |
| | | | | | 001-101-0000-4300 | 50.00 |
| | | | 041217 | | LODGING CREDIT-CAPIO ANNUAL CON | |
| | | | | | 001-105-0000-4370 | -30.00 |
| | | | 041317 | | DEP-LP SENIOR HOLIDAY DINNER DAN | |
| | | | | | 004-2380 | 3,000.00 |
| | | | 041417 | | VARIOUS BUSINESS CARDS | |
| | | | | | 001-150-0000-4300 | 36.69 |
| | | | | | 001-152-0000-4300 | 66.69 |
| | | | | | 043-390-0000-4300 | 54.04 |
| | | | | | 041-320-0000-4300 | 73.39 |
| | | | | | 070-381-0000-4300 | 36.70 |
| | | | | | 070-384-0301-4300 | 17.35 |
| | | | | | 001-101-0000-4300 | 110.10 |
| | | | | | 001-115-0000-4450 | 36.70 |
| | | | 041417 | | LODGING-ICI ADVANCED TRAINING OI | |

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CITY OF SAN FERNANDO

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|--------------------------------------|-------------|-------|-----------------------------------|----------|
| 205612 | 5/1/2017 | 888800 BUSINESS CARD | (Continued) | | 001-224-0000-4360 | 422.64 |
| | | | 041717 | | ADM TONER & PEN REFILLS | |
| | | | | | 001-105-0000-4300 | 158.76 |
| | | | 041717-1 | | LODGING - POST TRAINING FOR FIELD | |
| | | | | | 001-225-0000-4360 | 444.99 |
| | | | 041717-2 | | POST TRAINING FOR FIELD OFFICER (| |
| | | | | | 001-225-0000-4360 | 444.99 |
| | | | | | Total : | 9,915.94 |
| 205613 | 5/1/2017 | 888800 BUSINESS CARD | 030117 | | POST BOOSTS | |
| | | | 030117-1 | | 001-105-0000-4270 | 14.33 |
| | | | | | LODGING REFUND-TRICON CONFEREI | |
| | | | | | 001-222-0000-4370 | -155.68 |
| | | | 030117-2 | | LODGING REFUND-TRICON CONFEREI | |
| | | | | | 001-222-0000-4370 | -155.68 |
| | | | 032317 | | REPLACEMENT OF SURFACE-FIN DEP | |
| | | | | | 001-130-0000-4300 | 1,238.23 |
| | | | 032817 | | BASKETBALL PROGRAM SUPPLIES | |
| | | | | | 017-420-1328-4300 | 163.05 |
| | | | 032917 | | BASKETBALL PROGRAM SUPPLIES | |
| | | | | | 017-420-1328-4300 | 37.12 |
| | | | 040617 | | CP PRINTER FUSER MAINT KIT | |
| | | | | | 001-150-0000-4300 | 85.95 |
| | | | 041117 | | PRIME MEMBERSHIP | |
| | | | | | 001-190-0000-4380 | 108.16 |
| | | | | | Total : | 1,335.48 |
| 205614 | 5/1/2017 | 887810 CALGROVE RENTALS, INC. | 73149-1 | | LIFT RENTAL TO REPAIR GYM LIGHTS | |
| | | | | | 043-390-0000-4250 | 585.00 |
| | | | | | Total : | 585.00 |
| 205615 | 5/1/2017 | 892464 CANON FINANCIAL SERVICES, INC | 17235276 | 11530 | CANON COPIERS LEASE PAYMENT-AP | |
| | | | | | 001-135-0000-4260 | 590.85 |
| | | | | | 001-135-0000-4260 | 54.65 |
| | | | | | Total : | 645.50 |

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| 205616 | 5/1/2017 | 892465 CANON SOLUTIONS AMERICA, INC. | 4021948550 | 11532 | PRINTER SERVICE - 01/05/17-04/04/17 001-135-0000-4260 | 163.64 | Total : | 163.64 |
| 205617 | 5/1/2017 | 892076 CEJ ENGINEERS, INC | 142.02.16-02 | 11501 | 2016-17 ANNUAL STREET RESURFACING 012-311-0560-4600 | 16,900.00 | Total : | 16,900.00 |
| 205618 | 5/1/2017 | 103029 CITY OF SAN FERNANDO | 17264-17268 | | REIMBURSEMENT TO WORKER'S COMP 006-1035 | 10,835.60 | Total : | 10,835.60 |
| 205619 | 5/1/2017 | 100805 COOPER HARDWARE INC. | 104582 | | MAT'L'S TO INSTALL FLAG & GFCI COVER 001-311-0000-4300 | 83.98 | | |
| | | | 104770 | | WATER COOLER 001-311-0000-4300 | 41.31 | | |
| | | | 104881 | | TIE WIRE ROLL-FENCE @ LP PARK 043-390-0000-4300 | 37.34 | | |
| | | | 104952 | | PAINT-SERVICE COVER MACLAY/LIBRARY 001-371-0301-4300 | 5.64 | Total : | 168.27 |
| 205620 | 5/1/2017 | 101666 DE LAGE LANDEN FINANCIAL SERVICES | 54001729 | 11456 | APR LEASE PAYMENT VARIOUS COPIES 001-135-0000-4260 | 1,051.80 | | |
| | | | | 11456 | 072-360-0000-4290 | 73.35 | | |
| | | | | 11456 | 070-381-0000-4290 | 73.35 | Total : | 1,198.50 |
| 205621 | 5/1/2017 | 887518 DURHAM, ALVIN | APRIL 2017 | | COMMISSIONER'S STIPEND 001-150-0000-4111 | 50.00 | Total : | 50.00 |
| 205622 | 5/1/2017 | 891146 ESPINO, JOSE | 637 | | CYCLING BIKES MAINT & REPAIRS 017-420-1337-4260 | 550.00 | Total : | 550.00 |
| 205623 | 5/1/2017 | 890879 EUROFINS EATON ANALYTICAL, INC | L0313933 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 | | |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|---------------------------------------|-------------------------|-------|-----------------------------------------------------|----------|
| 205623 | 5/1/2017 | 890879 EUROFINS EATON ANALYTICAL, INC | (Continued) L0314936 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0314951 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0316283 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0316296 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0316297 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 24.00 |
| | | | L0316298 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0316375 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 164.00 |
| Total : | | | | | | 1,025.60 |
| 205624 | 5/1/2017 | 890897 EVAN BROOKS ASSOCIATES, INC | 17004-11 | 11426 | SAFE ROUTES TO SCHOOL MASTER P 010-310-0687-4270 | 4,510.00 |
| Total : | | | | | | 4,510.00 |
| 205625 | 5/1/2017 | 892198 FRONTIER COMMUNICATIONS | 209-150-5145-010598 | | PAC 50 TO SHERRIFFS 001-222-0000-4220 | 557.71 |
| | | | 209-150-5250-081292 | | RADIO REPEATER-PD 001-222-0000-4220 | 45.70 |
| | | | 209-151-4941-102990 | | POLICE PAGING 001-222-0000-4220 | 41.59 |
| | | | 209-151-4942-041191 | | CITY YARD AUTO DIALER 070-384-0000-4220 | 50.72 |
| | | | 209-151-4943-081292 | | RADIO REPEATER-PD 001-222-0000-4220 | 45.70 |
| | | | 818-361-0901-051499 | | SEWER FLOW MONITORING (PW) 072-360-0000-4220 | 49.27 |
| | | | 818-361-2385-012309 | | MTA PHONE LINE 007-440-0441-4220 | 101.66 |
| | | | 818-361-2472-031415 | | 001-190-0000-4220 PW PHONE LINE | 50.83 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | |
| 205625 | 5/1/2017 | 892198 FRONTIER COMMUNICATIONS | (Continued) | | 070-384-0000-4220 | 312.36 | |
| | | | 818-361-3958-091407 | | CNG STATION | | |
| | | | 818-361-7825-120512 | | 041-320-3661-4220 | 46.59 | |
| | | | 818-831-5002-052096 | | HERITAGE PARK IRRIG SYSTEM | | |
| | | | 818-837-7174-052096 | | 001-420-0000-4220 | 50.83 | |
| | | | 818-838-1841-122596 | | POLICE SPECIAL ACTIVITIES PHONE L | | |
| | | | 818-898-7385-033105 | | 001-222-0000-4220 | 47.73 | |
| | | | | | POLICE SPECIAL ACTIVITIES PHONE L | | |
| | | | | | 001-222-0000-4220 | 28.33 | |
| | | | | | ENGINEERING FAX MODEM | | |
| | | | | | 001-310-0000-4220 | 24.04 | |
| | | | | | LP FAX PHONE LINE | | |
| | | | | | 001-420-0000-4220 | 27.67 | |
| | | | | | Total : | 1,480.73 | |
| 205626 | 5/1/2017 | 889532 GILMORE, REVAA. | 04/01/17 - 04/14/17 | 11534 | ENP FOOD SERVICE PROVIDER-MEAL | 546.00 | |
| | | | | 11534 | 115-422-3750-4270 | 117.00 | |
| | | | | | Total : | 663.00 | |
| 205627 | 5/1/2017 | 889535 GOMEZ, GILBERT | 04/01/17 - 04/14/17 | 11535 | ENP CONTRACT HDM DRIVER | 210.00 | |
| | | | | 11535 | 115-422-3752-4270 | 51.00 | |
| | | | | | Total : | 261.00 | |
| 205628 | 5/1/2017 | 101376 GRAINGER, INC. | 9394665237 | | LP PARK OUTSIDE RESTROOM DOOR | 160.42 | |
| | | | 9399965707 | | 043-390-0000-4300 | | |
| | | | 9401151858 | | WALL PLATE FOR PW OPS CTR | 1.65 | |
| | | | 9409422343 | | 043-390-0000-4300 | 120.61 | |
| | | | 9414288648 | | PAPER DISPENSER-LP WOMEN'S RES' | | |
| | | | | | 043-390-0000-4300 | 220.25 | |
| | | | | | CARPET MATS FOR LP PARK | | |
| | | | | | 043-390-0000-4300 | 45.55 | |
| | | | | | CONF ROOM DOOR SIGN-PW OPS CTF | | |
| | | | | | 043-390-0000-4300 | | |

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| 205641 | 5/1/2017 | 101971 L.A. MUNICIPAL SERVICES | (Continued) 594-750-1000 | 11468 | ELECTRIC - 12900 DRONFIELD 070-384-0000-4210 | 3,959.85 |
| | | | 657-750-1000 | | ELECTRIC - 14060 SAYRE 070-384-0000-4210 | 10,427.72 |
| | | | 757-750-1000 | | WATER - 14060 SAYRE 070-384-0000-4210 | 97.81 |
| | | | 7954-750-1000 | | ELECTRIC - 13186 DRONFIELD 070-384-0000-4210 | 63.51 |
| | | | | | Total : | 15,255.39 |
| 205642 | 5/1/2017 | 101974 LOS ANGELES COUNTY | MARCH 2017 | | ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260 | 5,964.83 |
| | | | | | Total : | 5,964.83 |
| 205643 | 5/1/2017 | 100886 LOS ANGELES DAILY NEWS | 0010914554 | | LEGAL PUBLICATION-ALEXANDER ST I 026-311-0127-4270 | 2,758.00 |
| | | | 0010922155 | | LEGAL PUBLICATION-CUP HEARING FE 001-2205 | 629.50 |
| | | | | | Total : | 3,387.50 |
| 205644 | 5/1/2017 | 892433 LUCKY FRUITS | 041717 | | HEALTHY FRUIT CUPS 001-424-0000-4430 | 250.00 |
| | | | | | Total : | 250.00 |
| 205645 | 5/1/2017 | 888468 MAJOR METROPOLITAN SECURITY | 1028179 | | ALARM MONITORING-MAY 2017 070-384-0000-4260 | 23.00 |
| | | | 1082165 | | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | 1082166 | | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | 1082167 | | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | 1082168 | | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | 1082169 | | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | | | Total : | 15.00 |
| | | | | | Total : | 15.00 |

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| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 205645 | 5/1/2017 | 888468 MAJOR METROPOLITAN SECURITY | (Continued) 1082170 | 11536 | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | 1082171 | | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | 1082172 | | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | 1082173 | | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | 1082174 | | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | 1082175 | | ALARM MONITORING-MAY 2017 043-390-0000-4260 | 15.00 |
| | | | 1082176 | | ALARM MONITORING-MAY 2017 070-384-0000-4260 | 23.00 |
| | | | 1082177 | | ALARM MONITORING-MAY 2017 070-384-0000-4260 | 23.00 |
| | | | 1082178 | | ALARM MONITORING-MAY 2017 070-384-0000-4260 | 23.00 |
| | | | | | Total : | 257.00 |
| 205646 | 5/1/2017 | 889533 MARTINEZ, ANITA | 04/01/17 - 04/14/17 | | ENP CONTRACT FOOD SERVICE PRO 115-422-3750-4270 | 210.00 |
| | | | | | Total : | 210.00 |
| 205647 | 5/1/2017 | 888254 MCCALLA COMPANY | 125048 | | GLOVES 001-222-0000-4300 | 494.14 |
| | | | | | Total : | 494.14 |
| 205648 | 5/1/2017 | 888242 MCI COMM SERVICE | 7DL39365 | | ALARM LINE-1100 PICO 001-420-0000-4220 | 32.62 |
| | | | | | Total : | 32.62 |
| 205649 | 5/1/2017 | 891054 MEJIA, YVONNE G | APRIL 2017 | | COMMISSIONER'S STIPEND 001-150-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |

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| 205650 | 5/1/2017 | 102148 METROPOLITAN WATER DISTRICT | 8993 | | CAPACITY CHARGE 070-384-0000-4260 | 3,266.67 |
| | | | | | Total : | 3,266.67 |
| 205651 | 5/1/2017 | 891329 MIKE'S TIRE MAN INC | 0083200 | | TIRES FOR FLEET 041-1215 | 347.50 |
| | | | | | Total : | 347.50 |
| 205652 | 5/1/2017 | 102226 MISSION LINEN SUPPLY | 504664676 | | LAUNDRY 001-225-0000-4350 | 91.64 |
| | | | 504692272 | | LAUNDRY 001-225-0000-4350 | 47.67 |
| | | | 504711956 | | LAUNDRY 001-225-0000-4350 | 109.23 |
| | | | 504738167 | | LAUNDRY 001-225-0000-4350 | 63.97 |
| | | | | | Total : | 312.51 |
| 205653 | 5/1/2017 | 103910 MONTGOMERY HARDWARE COMPANY | 705945 | | REPL HANDICAP BUTTON @ REC PARI 043-390-0000-4300 | 140.18 |
| | | | | | Total : | 140.18 |
| 205654 | 5/1/2017 | 892535 MORAN, YOVANNI | 04/06/17 - 04/13/17 | | YOGA INSTRUCTOR (SUB) 017-420-1337-4260 | 40.00 |
| | | | | | Total : | 40.00 |
| 205655 | 5/1/2017 | 102287 MUNICIPAL CODE CORPORATION | 00284556 | | ANNUAL WEB HOSTING (04/1/17-03/31/ 001-115-0000-4260 | 900.00 |
| | | | | | Total : | 900.00 |
| 205656 | 5/1/2017 | 888869 MUNITEMPS STAFFING | 127178 | 11549 | TEMPORARY STAFFING SERVICES-FIN 001-130-0000-4112 | 4,800.00 |
| | | | | | Total : | 4,800.00 |
| 205657 | 5/1/2017 | 102303 NACHO'S ORNAMENTAL SUPPLY | INV128484 | | SERVICE COVER-MACLAY/LIBRARY 001-371-0301-4300 | 2.19 |
| | | | | | Total : | 2.19 |
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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 205658 | 5/1/2017 | 102325 NAPA AUTO PARTS | 927329 | | TRAILER JACK-CE2384 041-320-0152-4400 | 136.54 |
| | | | | | Total : | 136.54 |
| 205659 | 5/1/2017 | 102374 NEOPOST | 54773114 | | RATE CHANGE PROTECTION PLAN-ST 001-190-0000-4280 | 295.94 |
| | | | 54773120 | | RATE CHANGE PROTECTION PLAN-IJ I 001-190-0000-4280 | 233.37 |
| | | | | | Total : | 529.31 |
| 205660 | 5/1/2017 | 892055 NEVAREZ, LINDA | 041717 | | FACE PAINTER 001-424-0000-4430 | 150.00 |
| | | | | | Total : | 150.00 |
| 205661 | 5/1/2017 | 102403 NOW IMAGE PRINTING | 2017076 | | NUMBERED WATER DEPOSIT SLIPS 070-382-0000-4300 | 119.72 |
| | | | | | 072-360-0000-4300 | 119.72 |
| | | | | | Total : | 239.44 |
| 205662 | 5/1/2017 | 102423 OCCU-MED, INC. | 0317901 | | PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260 | 405.00 |
| | | | | | Total : | 405.00 |
| 205663 | 5/1/2017 | 102432 OFFICE DEPOT | 911936673001 | | OFFICE SUPPLIES 001-105-0000-4300 | 26.42 |
| | | | 911937106001 | | OFFICE SUPPLIES 001-105-0000-4300 | 62.25 |
| | | | 911937107001 | | OFFICE SUPPLIES 001-140-0000-4300 | 5.97 |
| | | | 915675811001 | | OFFICE SUPPLIES 001-222-0000-4300 | 113.04 |
| | | | 915675879001 | | OFFICE SUPPLIES 001-222-0000-4300 | 20.30 |
| | | | 916097797001 | | COPY PAPER 001-422-0000-4300 | 215.77 |
| | | | 917252611001 | | COPY PAPER 001-222-0000-4300 | 258.92 |
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| 205663 | 5/1/2017 | 102432 OFFICE DEPOT | (Continued) | | | |
| | | | 917567385001 | | OFFICE SUPPLIES | |
| | | | | | 001-222-0000-4300 | 70.76 |
| | | | 918534182001 | | OFFICE SUPPLIES | |
| | | | | | 001-130-0000-4300 | 37.30 |
| | | | | | 001-190-0000-4300 | 16.77 |
| | | | 918534837001 | | OFFICE SUPPLIES | |
| | | | | | 001-130-0000-4300 | 31.98 |
| | | | 919489528001 | | OFFICE SUPPLIES | |
| | | | | | 001-222-0000-4300 | 77.22 |
| | | | 920567459001 | | OFFICE SUPPLIES | |
| | | | | | 001-222-0000-4300 | 65.82 |
| | | | 920801265001 | | OFFICE SUPPLIES RETURNED | |
| | | | | | 001-222-0000-4300 | -6.76 |
| | | | | | Total : | 995.76 |
| 205664 | 5/1/2017 | 102443 OKAFOR, MICHAEL | REIMB. | | MILEAGE REIMB-ICRMA GOVERNING M | |
| | | | | | 001-106-0000-4390 | 46.97 |
| | | | | | Total : | 46.97 |
| 205665 | 5/1/2017 | 890095 O'REILLY AUTOMOTIVE STORES INC | 4605-233526 | | ANTI FREEZE FOR FLEET | |
| | | | | | 041-1215 | 28.38 |
| | | | 4605-235493 | | MAT'L'S FOR EQUIPMENT REPAIR | |
| | | | | | 041-320-0000-4320 | 5.45 |
| | | | 4605-237205 | | FILTERS | |
| | | | | | 041-320-0390-4400 | 12.27 |
| | | | 4605-237410 | | BATTERY-PW9412 | |
| | | | | | 041-320-0311-4400 | 106.46 |
| | | | 4605-237411 | | BATTERY-PK1169 | |
| | | | | | 041-320-0390-4400 | 132.34 |
| | | | 4605-238358 | | INVENTORY SUPPLIES | |
| | | | | | 041-1215 | 375.37 |
| | | | 4605-238460 | | CORE RETURNED-PK1169 | |
| | | | | | 041-320-0390-4400 | -40.00 |
| | | | | | Total : | 620.27 |
| 205666 | 5/1/2017 | 102492 ORTIZ, LESLIE | 003 | | SENIOR EXPO DJ & SOUND SYSTEM | |

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| 205666 | 5/1/2017 | 102492 ORTIZ, LESLIE | (Continued) | | | |
| | | | | | 001-422-0000-4300 | 280.00 |
| | | | | | Total : | 280.00 |
| 205667 | 5/1/2017 | 890004 PACIFIC TELEMANAGEMENT SERVICE | 910071 | | PD PAYPHONES-MAY 2017 | |
| | | | | | 001-190-0000-4220 | 62.64 |
| | | | | | Total : | 62.64 |
| 205668 | 5/1/2017 | 889763 PEREZ-HELLIWELL, JENNIFER | APRIL 2017 | | COMMISSIONER'S STIPEND | |
| | | | | | 001-150-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |
| 205669 | 5/1/2017 | 892536 PINEYRA, GIOVANNI | 04/17/17 | | TRX STRENGTH TRAINING DEMO | |
| | | | | | 017-420-1337-4260 | 15.00 |
| | | | | | Total : | 15.00 |
| 205670 | 5/1/2017 | 102781 RAMOS, RICHARD | MAR 2017 | | MMAP INSTRUCTOR | |
| | | | | | 109-424-3618-4260 | 400.00 |
| | | | | | 108-424-3639-4260 | 300.00 |
| | | | | | Total : | 700.00 |
| 205671 | 5/1/2017 | 891912 REPUBLIC SERVICES #902 | 3-0902-006913385 | 11459 | MALL AREA- REFUSE SERVICE-APRIL | |
| | | | | | 073-350-0000-4260 | 910.80 |
| | | | | | Total : | 910.80 |
| 205672 | 5/1/2017 | 889602 RESPOND SYSTEMS | 296554 | | FIRST AID SUPPLIES | |
| | | | | | 070-381-0450-4300 | 50.00 |
| | | | | | 072-360-0000-4300 | 51.27 |
| | | | | | Total : | 101.27 |
| 205673 | 5/1/2017 | 891377 REYES, JOSE | 04/01/17 - 04/14/17 | 11537 | ENP CONTRACT HDM DRIVER | |
| | | | | 11537 | 115-422-3752-4390 | 61.20 |
| | | | | | 115-422-3752-4270 | 210.00 |
| | | | | | Total : | 271.20 |
| 205674 | 5/1/2017 | 102666 ROADRUNNER PREFERRED | 549-190 | | COURIER SERVICE | |
| | | | | | 001-222-0000-4220 | 206.00 |

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| 205674 | 5/1/2017 | 102666 102666 ROADRUNNER PREFERRED | (Continued) | | | Total : 206.00 |
| 205675 | 5/1/2017 | 102930 ROYAL WHOLESALE ELECTRIC | 8901-742478 | | KNOCKDOWN REPL-208 PARK AVE 027-344-0301-4300 | 664.63 664.63 |
| 205676 | 5/1/2017 | 103010 SAM'S CLUB DIRECT, #0402814188546 | 2306 | | PORTABLE SPEAKER FOR REC PARK 001-423-0000-4300 | 81.87 81.87 |
| | | | 586 | | BREAK ROOM SUPPLIES 001-222-0000-4300 | 318.39 482.13 |
| 205677 | 5/1/2017 | 892187 SAN FERNANDO OIL, LLC | 31345 | | CITY HAZMAT DISPOSAL 072-360-0000-4260 | 205.00 205.00 |
| 205678 | 5/1/2017 | 103051 SAN FERNANDO POLICE | FY16-17 | | CIF-2017 NATIONAL NIGHT OUT EVENT 053-101-0103-4430 | 250.00 250.00 |
| 205679 | 5/1/2017 | 103057 SAN FERNANDO VALLEY SUN | 9780 | | LEGAL PUBLICATION-SFRD REHAB PR 001-310-0000-4270 | 134.38 134.38 |
| 205680 | 5/1/2017 | 887466 SIMON'S POWER EQUIPMENT, INC. | 116138 116139 | | CHAIN SAW REPLACEMENT 015-310-0866-4600 CHAIN SAW REPLACEMENT 015-310-0866-4600 | 737.19 737.19 1,474.38 |
| 205681 | 5/1/2017 | 103184 SMART & FINAL | 22562 | | SUPPLIES 001-422-0000-4300 | 21.59 |
| | | | 56467 | | 001-424-0000-4430 SUPPLIES FOR FACILITY | 46.43 |
| | | | 56880 | | 001-423-0000-4300 SENIOR CLUB DANCE SUPPLIES 004-2380 | 164.21 149.13 |

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| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 205681 | 5/1/2017 | 103184 SMART & FINAL | (Continued) 56885 | | REFRESHMENTS FOR ENP SPRING CE 004-2346 | 27.53 |
| | | | 56886 | | ENP SUPPLIES 115-422-3750-4300 | 172.45 581.34 |
| 205682 | 5/1/2017 | 103218 SOLIS, MARGARITA | 40-47 | | PETTY CASH REIMB 001-106-0000-4220 | 48.92 |
| | | | | | 001-222-0000-4300 | 64.57 |
| | | | | | 029-335-0000-4320 | 16.27 |
| | | | | | 041-320-0224-4400 | 20.00 |
| | | | | | 001-150-0000-4300 | 50.00 |
| | | | | | 070-381-0000-4370 | 11.50 |
| | | | | | Total : | 211.26 |
| 205683 | 5/1/2017 | 103202 SOUTHERN CALIFORNIA EDISON CO. | 2-02-682-6982 | | ELECTRIC - 910 1ST 027-344-0000-4210 | 4,580.12 |
| | | | 2-21-082-3241 | | ELECTRIC - VARIOUS LOCATION 027-344-0000-4210 | 14,801.56 |
| | | | | | 029-335-0000-4210 | 1,733.49 |
| | | | | | 041-320-3661-4210 | 1,426.68 |
| | | | | | 070-384-0000-4210 | 455.67 |
| | | | | | 043-390-0000-4210 | 9,071.23 |
| | | | 2-33-746-5215 | | ELECTRIC - 190 PARK 027-344-0000-4210 | 498.24 |
| | | | 2-39-084-2581 | | ELECTRIC - 1117 2ND 043-390-0000-4210 | 0.84 |
| | | | | | Total : | 32,567.83 |
| 205684 | 5/1/2017 | 103206 SOUTHERN CALIFORNIA GAS CO. | 176-827-9753 | | NATURAL GAS FOR CNG STATION 041-320-3661-4402 | 3,601.23 |
| | | | | | Total : | 3,601.23 |
| 205685 | 5/1/2017 | 890834 SPARKLING IMAGE CORP | 73955 | | CAR WASHES-MAR 2017 001-222-0000-4320 | 173.00 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 205685 | 5/1/2017 | 890834 890834 SPARKLING IMAGE CORP | (Continued) | | | Total : 173.00 |
| 205686 | 5/1/2017 | 100532 STATE OF CALIFORNIA, DEPARTMENT OF JU | 224006 | | LIVESCAN FINGERPRINTING-MAR 2017 | |
| | | | | | 004-2386 | 2,785.00 |
| | | | 226082 | | 001-222-0000-4270 | 132.00 |
| | | | | | EMPLOYEE SCREENING FINGERPRINT | |
| | | | | | 001-106-0000-4270 | 143.00 |
| | | | | | Total : | 3,060.00 |
| 205687 | 5/1/2017 | 103318 TAG/AMS, INC. | 2715731 | | ANNUAL RENEWAL FEE | |
| | | | | | 001-106-0000-4260 | 175.00 |
| | | | | | Total : | 175.00 |
| 205688 | 5/1/2017 | 890094 TECS ENVIRONMENTAL | SF-0417 | 11559 | NPDES & TMDL SERVICES-MAR'17 | |
| | | | | | 072-360-0000-4270 | 5,500.00 |
| | | | | | Total : | 5,500.00 |
| 205689 | 5/1/2017 | 888946 TEKWERKS | 17888 | 11443 | MAY-WEBSITE HOSTING AND MAINTEN | |
| | | | | | 001-135-0000-4260 | 800.00 |
| | | | | | Total : | 800.00 |
| 205690 | 5/1/2017 | 103205 THE GAS COMPANY | 042-320-6900-7 | | GAS - 910 FIRST | |
| | | | 084-220-3249-3 | | 043-390-0000-4210 | 372.97 |
| | | | 088-520-6400-8 | | GAS-505 S HUNTINGTON | |
| | | | 090-620-6400-2 | | 043-390-0000-4210 | 47.07 |
| | | | 143-287-8131-6 | | GAS - 117 MACNEIL | 151.71 |
| | | | | | 043-390-0000-4300 | 43.02 |
| | | | | | GAS - 120 MACNEIL | |
| | | | | | 043-390-0000-4210 | 181.37 |
| | | | | | GAS - 208 PARK | |
| | | | | | 043-390-0000-4210 | 796.14 |
| | | | | | Total : | |
| 205691 | 5/1/2017 | 101528 THE HOME DEPOT CRC, ACCT#603532202490 | 2582379 | | MISC SUPPLIES | |
| | | | 30962 | | 070-384-0301-4300 | 169.84 |
| | | | 5241833 | | SHOP VAC | |
| | | | | | 041-320-0000-4340 | 303.68 |
| | | | | | WEED TRIMMER FOR MAINT | |
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| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 205691 | 5/1/2017 | 101528 THE HOME DEPOT CRC, ACCT#603532202490 | (Continued) | | | |
| | | | 5241834 | | 043-390-0000-4300 | 272.03 |
| | | | 6030228 | | GARDEN SUPPLIES | |
| | | | 60484 | | 043-390-0000-4300 | 362.47 |
| | | | 6971741 | | TOOLS FOR FACILITIES MAINT | |
| | | | 8560197 | | 043-390-0000-4300 | 551.61 |
| | | | 8571937 | | MATLS FOR KNOCKDOWN SVC-LIBRA | |
| | | | 9172393 | | 001-371-0301-4300 | 104.51 |
| | | | 9172394 | | TOP LOAD WASHER-PW OPS CTR | |
| | | | 9172395 | | 043-390-0000-4300 | 326.66 |
| | | | 9172396 | | MISC SUPPLIES | |
| | | | 9172397 | | 041-320-0000-4300 | 102.55 |
| | | | 9172398 | | ELECTRIC ENGRAVER | |
| | | | 9172399 | | 001-311-0000-4300 | 21.82 |
| | | | 9172400 | | REFUND-PALLET RETURNED | |
| | | | | | 070-384-0000-4300 | -32.78 |
| | | | | | REFUND-PALLET RETURNED | |
| | | | | | 070-384-0000-4300 | -16.43 |
| | | | | | REFUND-PALLET RETURNED | |
| | | | | | 070-384-0000-4300 | -32.85 |
| | | | | | REFUND-PALLET RETURNED | |
| | | | | | 070-384-0000-4300 | -49.28 |
| | | | | | REFUND-PALLET RETURNED | |
| | | | | | 070-384-0000-4300 | -32.85 |
| | | | | | REFUND-PALLET RETURNED | |
| | | | | | 070-384-0000-4300 | -32.85 |
| | | | | | REFUND-PALLET RETURNED | |
| | | | | | 070-384-0000-4300 | -32.85 |
| | | | | | REFUND-PALLET RETURNED | |
| | | | | | 070-384-0000-4300 | -49.16 |
| | | | | | Total : | 1,936.12 |
| 205692 | 5/1/2017 | 890833 THOMSON REUTERS | 835852386 | | LA CLEAR-INVEST TOOLS | |
| | | | | | 001-135-0000-4260 | 174.36 |
| | | | | | Total : | 174.36 |
| 205693 | 5/1/2017 | 103903 TIME WARNER CABLE | 8448-20-054-0010369 | | CABLE-PD (04/18-05/17) | |
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| 205703 | 5/1/2017 | 100101 100101 VERIZON WIRELESS-LA | (Continued) | | | Total : | 212.09 |
| 205704 | 5/1/2017 | 103579 VICA | 10598 | | 2017 MEMBERSHIP DUES 001-190-0000-4260 | 600.00 | Total : 600.00 |
| 205705 | 5/1/2017 | 892534 VIDALES, LAURA | 041717 | | FACE PAINTER 001-424-0000-4430 | 100.00 | Total : 100.00 |
| 205706 | 5/1/2017 | 889681 VILLALPANDO, MARIA | 04/01/17 - 04/14/17 | 11539 | ENP CONTRACT FOOD SERVICE PROV | 262.50 | Total : 315.00 |
| | | | | 11539 | 115-422-3752-4270 | 52.50 | |
| 205707 | 5/1/2017 | 888390 WEST COAST ARBORISTS, INC. | 124759 | 11431 | FY 2017 ANNUAL CITY TREE TRIMMING 011-311-0000-4260 | 1,665.00 | Total : 1,665.00 |
| 205708 | 5/1/2017 | 888442 WESTERN EXTERMINATOR COMPANY | 4956482 | | PEST CONTROL-REC PARK 043-390-0000-4260 | 79.00 | Total : 503.50 |
| | | | 4956483 | | BAIT MONITORING-REC PARK 043-390-0000-4260 | 68.50 | |
| | | | 4956484 | | PEST CONTROL-RUDY ORTEGA PARK 043-390-0000-4300 | 53.00 | |
| | | | 4973518 | | PEST CONTROL-LP PARK 043-390-0000-4260 | 54.50 | |
| | | | 4973519 | | BAIT MONITORING-LP PARK 043-390-0000-4260 | 162.50 | |
| | | | 5012874 | | PEST CONTROL-CITY HALL 043-390-0000-4260 | 86.00 | |
| | | | | | | Total : | |
| 205709 | 5/1/2017 | 892390 WILMINGTON TRUST | 115494-007 | | COP 2016 INTEREST & PRINCIPAL PYM 012-310-0000-4410 | 49,143.76 | Total : 114,143.76 |
| | | | | | 012-310-0000-4420 | 65,000.00 | |
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| Bank code : | | bank3 | | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | |
| 205710 | 5/1/2017 | 892231 WIN-911 SOFTWARE | 1703051152 | | ANNUAL MAINT & SUPPORT RENEWAL 070-384-0000-4260 | 495.00 | |
| | | | | | | Total : | 495.00 |
| 205711 | 5/1/2017 | 889467 YOUNGBLOOD & ASSOCIATES | 2558A | | POLYGRAPH EXAM 001-222-0000-4260 | 200.00 | |
| | | | | | | Total : | 200.00 |
| 121 Vouchers for bank code : | | bank3 | | | | Bank total : | 333,200.51 |
| 121 Vouchers in this report | | | | | | Total vouchers : | 333,200.51 |

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Kenneth Jones, Management Analyst

Date: May 1, 2017

Subject: Consideration to Approve a Cooperative Agreement with the County of Los Angeles Department of Public Works for the Bridge Preventive Maintenance Program.

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Cooperative Agreement (Attachment "A" – Contract No. 1853) with the Los Angeles County Department of Public Works (LACDPW) for the Bridge Preventive Maintenance Program; and
- b. Authorize the Interim City Manager to execute the Agreement.

BACKGROUND:

1. On June 30, 2014, the City received a letter from LACDPW regarding the results of their most recent inspection of all City-owned bridges and an offer to assist the City with the maintenance or rehabilitation of bridges;
2. On July 7, 2014, the City requested access to the County of Los Angeles City Service Request Tracking System (CSRTS) to begin process for acceptance into the Bridge Preventive Maintenance Program;
3. On April 13, 2016, the LACDPW approved City's request to be part of Bridge Preventive Maintenance Program; and
4. On January 24, 2017, the City received Bridge Preventive Maintenance Program Cooperative Agreement from the LACDPW.

Consideration to Approve a Cooperative Agreement with the County of Los Angeles Department of Public Works for the Bridge Preventive Maintenance ProgramPage 2 of 2

ANALYSIS:

The Bridge Preventative Maintenance Program (BPMP) was created to help local agencies extend the life of their bridges by performing certain activities that have been pre-approved by the Federal Highway Administration.

The focus of the Program is to replace or rehabilitate public highway bridges over waterways, other topographical barriers, other highways, or railroads when the State and the Federal Highway Administration determine that a bridge is significantly important and is unsafe because of structural deficiencies, physical deterioration, or functional obsolescence. The type of work comprised in this program includes: bridge replacement, rehabilitation, painting, scour countermeasure, bridge approach barrier and railing replacement, low water crossing replacement, ferry service replacement, and preventative maintenance activities.

About \$300 million of federal funds are made available to local agencies annually. The federal reimbursement rate is 88.53% of the eligible participating project costs including preliminary engineering, right of way, and construction costs.

Inspections

The LACDPW inspected the City's bridge Inventory per an agreement with the California Department of Transportation (Caltrans). The State is required to perform the inspections as set forth in Title 23, Part 650 of Subpart C of the Federal Code of Regulations, National Bridge Inspection Standards. Inspections are conducted every two years and LACDPW reports condition findings and ratings to Caltrans through the Pontis Bridge Management System. Bridges included in the inspection inventory are those greater than 20 feet long and carry or cross a public roadway.

The results of the most current inspection were provided to the City (Attachment "B"). As the owner of the bridges identified in the report, the City is responsible for the operation, maintenance, repair, or replacement of these bridges as necessary.

Project

Under the proposed agreement, the project will consist of preventive maintenance work that will extend the service life of City-owned bridges at two separate locations: 1) Glenoaks Boulevard over the Pacoima Wash, and 2) Fifth Street over the Pacoima Wash. The agreement provides LACDPW to perform preliminary engineering and administer the project's construction contract with the City financing the local share of the project cost. The total project cost is estimated to be \$119,000 with the local share of the project cost estimated to be \$15,000 (cost breakdown included in Attachment "C").

Consideration to Approve a Cooperative Agreement with the County of Los Angeles Department of Public Works for the Bridge Preventive Maintenance Program

Page 3 of 3

BUDGET IMPACT:

Funding for this project is included in the City's approved Fiscal Year 2016-2017 Budget in Measure R- Fund account number 012-311-6674-4600.

CONCLUSION:

It is recommended that the City Council approve and execute the Cooperative Agreement with the LACDPW for the Bridge Preventive Maintenance Program.

ATTACHMENTS:

- A. Contract No. 1853
- B. Bridge Ratings
- C. Total Project Cost Estimate

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SAN FERNANDO, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, it is of general interest to CITY and COUNTY to extend the service life of the Glenoaks Boulevard over Pacoima Wash and Fifth Street over Pacoima Wash bridges; and

WHEREAS, CITY and COUNTY propose to perform one-time only preventive maintenance work on the existing bridges listed above (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the National Highway Performance Program and/or Surface Transportation Program; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be One Hundred Nineteen Thousand and 00/100 Dollars (\$119,000.00) with Federal funding reimbursement estimated to be One Hundred Four Thousand and 00/100 Dollars (\$104,000.00); and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, the non-Federally reimbursable local agency portion of the COST OF PROJECT; and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, currently estimated to be Fifteen Thousand and 00/100 Dollars (\$15,000.00), by depositing Fifteen Thousand and 00/100 Dollars (\$15,000.00) in cash; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way certification, utility engineering, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. LOCAL SHARE OF COSTS as referred to in this AGREEMENT shall consist of COST OF PROJECT less any reimbursement received by

COUNTY under the National Highway Performance Program and/or Surface Transportation Program.

- g. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance LOCAL SHARE OF COSTS (hereinafter referred to as CITY'S PAYMENT), currently estimated to be Fifteen Thousand and 00/100 Dollars (\$15,000.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of the Glenoaks Boulevard over Pacoima Wash and Fifth Street over Pacoima Wash bridges, as part of the County System of Highways for the limited purpose of constructing PROJECT.
- d. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- e. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets

or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. Upon completion of PROJECT to accept full and complete ownership of PROJECT, and to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To apply for National Highway Performance Program and/or Surface Transportation Program funding to finance the Federally-reimbursable portion of COST OF PROJECT.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY within one hundred eighty (180) calendar days after final reimbursement received from Caltrans, a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall include an itemization of unit costs, actual quantities and costs, and reimbursement received under the National Highway Performance Program and/or Surface Transportation Program.

- b. If CITY'S PAYMENT as set forth in paragraph (2) b above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S PAYMENT.
- c. That if at final accounting LOCAL SHARE OF COSTS exceeds CITY'S PAYMENT, as set forth in paragraphs (2) b above, CITY shall pay to COUNTY the additional amount upon demand to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required LOCAL SHARE OF COSTS is less than the sum of CITY'S PAYMENT, COUNTY shall remit a refund to CITY within thirty (30) days of the date COUNTY furnishes CITY with the final accounting.
- d. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- e. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.

- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Brian Saeki
City Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340-2993

COUNTY: Mr. Mark Pestrella
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants

present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- n. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement No. 32078 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SAN FERNANDO on _____, 2017, and by the COUNTY OF LOS ANGELES Acting Director of Public Works on _____, 2017.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF SAN FERNANDO

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
HIGHWAY BRIDGE PROGRAM (HBP)
BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP)
TOTAL PROJECT COST ESTIMATE (TPCE)

CITY OF SAN FERNANDO
9/9/2016

| | | |
|----------------------------------------------------------------------|----------|------------------|
| Preliminary Engineering (PE) | | \$40,000 |
| Construction Contract | \$55,000 | |
| Construction Contingency (CONT) - (25% of Construction Contract) | \$13,750 | |
| Construction Engineering (CE) - (15% of Construction Contract) | \$8,250 | |
| Total Construction Cost | | \$77,000 |
| | | \$117,000 |
| Liability Surcharge (4% of PE and CE) ¹ | | \$1,930 |
| Total Project Cost Estimate (TPCE) | | \$119,000 |
| Reimbursement | | |
| HBP - BPMP (88.53% of qualifying ² Project Cost Estimate) | | (104,000) |
| Total Reimbursement | | (104,000) |
| Net City Cost (TPCE less Reimbursement) | | \$15,000 |
| 10% of TPCE | | \$12,000 |
| Required City Deposit³ | | \$15,000 |

Notes

¹ Per City-County Assumption of Liability /Joint Indemnity Agreement

² Excludes any betterments and any costs/rates in excess of Federally approved

³ Net City Cost but not less than 10% of TPCE

Bridge Preventive Maintenance Program
 Cost Breakdown Summary
CITY OF SAN FERNANDO
 9/9/2016

| | | | | | | | | | | | | | | | | | COUNT | | | | | | | | |
|-------|--|--|--|------------------------------|--|--|--------------|--|--|------------|------------|-----------|--------------------|---------------|-----------------------------|--------------|------------------------------|--------------------------|---------------|----------------------|--------------|--------------|----------------------|---------|------|
| | | | | | | | | | | | | | | | | | 2 | | | | | | | | |
| | | | | Jurisdiction | | | Scope | | | | | | Construction (CON) | | | | Preliminary Engineering (PE) | | | | | | | | |
| | | | | Bridge Name | | | Major Juris. | | | 2nd Juris. | 3rd Juris. | Deck Seal | Polyester Overlay | Asphalt Works | Expansion Joint Replacement | Spall Repair | Others | Construction (CON) Total | CON (% Juris) | Local Share (11.47%) | Estimated PE | PE (% Juris) | Local Share (11.47%) | % Juris | |
| | | | | GLENOAKS BLVD / PACOIMA WASH | | | SNF | | | | Y | | | | | | | | \$41,000 | \$41,000 | \$4,703 | \$20,000 | \$20,000 | \$2,294 | 100% |
| | | | | FIFTH ST / PACOIMA WASH | | | SNF | | | | Y | | | | | | | | \$36,000 | \$36,000 | \$4,129 | \$20,000 | \$20,000 | \$2,294 | 100% |
| Total | | | | | | | | | | | | | | | | | \$77,000 | \$77,000 | \$8,832 | \$40,000 | \$40,000 | \$4,588 | | | |

SUMMARY OF CHANGES

Deleted: State Br. County Br. Group Bridge Name Comments

PE cost revised to \$20,000/bridge

ATTACHMENT "B"

| COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS LIST OF BRIDGES INSPECTED CITY OF SAN FERNANDO | | | | | | | | | | | |
|----------------------------------------------------------------------------------------------------------|------------------|------------------------------|----|--------------|-----|-----|---|-----|---|-------------------|-----------------|
| Bridge # | State Bridge No. | Location | SD | Jur | % | Jur | % | Jur | % | Thomas Guide Page | Inspection Date |
| 2728 | 53C0920 | GLENOAKS BLVD / PACOIMA WASH | 3 | SAN FERNANDO | 100 | - | 0 | - | 0 | 482 C7 | 1/15/2015 |
| 2729 | 53C0921 | FIFTH ST / PACOIMA WASH | 3 | SAN FERNANDO | 100 | - | 0 | - | 0 | 482 C7 | 1/15/2015 |

Bridge Inspection Report

Bridge Key: 53C0920 LA County Br. No.: 2728 SD/FO Status: Functionally Obsolete SR: 58.1

IDENTIFICATION

State 1: 06 California Struc Num 8: 53C0920
 Facility Carried 7: GLENOAKS BLVD Location 9: 0.4MI E/O MACLAY AVE
 Rte.(On/Under) 5A: Route On Structure Rte. Signing Prefix 5B: 5 City Street
 Level of Service 5C: 0 None of the below Route Number 5D: 0L583
 Directional Suffix 5E: 0 N/A (NBI) % Responsibility: 0.00
 SHD District 2: District 7 County Code 3: (53) Los Angeles
 Place Code 4: 66140 Kilometer Post 11: NA
 Feature Intersected 6: PACOIMA WASH
 Latitude 16: 34° 17' 13.88" Longitude 17: 118° 25' 33.01"
 Border Bridge Code 98: Not Applicable (P)
 Border Bridge Number 99: Thomas Guide Page: 482 C7

INSPECTION

Frequency 91: 24 months Inspection Date 90: 01/15/2015 Next Inspection: 1/15/2017
 FC Frequency 92A: FC Inspection Date 93A: NA Next FC Inspection: NA
 UW Frequency 92B: UW Inspection Date 93B: NA Next UW Inspection: NA
 SI Frequency 92C: SI Date 93C: NA Next SI: NA
 Element Frequency: 24 months Element Insp. Date: 01/15/2015 Next Elem. Insp.: 1/15/2017

CLASSIFICATION

Defense Highway 100: 0 Not a STRAHNET hwy Parallel Structure 101: No || bridge exists
 Direction of Traffic 102: 2 2-way traffic Temporary Structure 103: Not Applicable (P)
 Highway System 104: 0 Not on NHS NBIS Length 112: Long Enough
 Toll Facility 20: 3 On free road Functional Class 26: 16 Urban Minor Arterial
 Nat'l Truck Network 110: 0 Not part of natl netwk Historical Significance 37: 5 Not eligible for NRHP
 Owner 22: 4 City/Municipal Hwy Agency
 Custodian 21: 4 City/Municipal Hwy Agency

STRUCTURE TYPE AND MATERIALS

Number of Approach Spans 46: 0 Number of Spans Main Unit 45: 1
 Main Span Material Design 43 A/B: 3 Steel 02 Stringer/Girder
 Deck Type 107: 1 Concrete-Cast-in-Place
 Wearing Surface 108A: 1 Monolithic Concrete
 Membrane 108B: 0 None
 Deck protection 108C: 0 None

CONDITION

Deck 58: 5 Fair Super 59: 7 Good Sub 60: 7 Good
 Culvert 62: N N/A (NBI) Channel/Channel Protection 61: 7 Minor Damage

AGE AND SERVICE

Year Built 27: 1953 Year Reconstructed 106: 0
 Type of Service on 42A: 5 Highway-pedestrian
 Type of Service under 42B: 5 Waterway
 Lanes on 28A: 4 Lanes under 28B: 0 Detour Length 19: 3.0 km
 ADT 29: 21,632 Truck ADT 109: 2% Year of ADT 30: 2012

LOAD RATING AND POSTING

Inventory Rating Method 65: 1 LF Load Factor Operating Rating Method 63: 1 LF Load Factor
 Inventory Rating 66: 20.84 Metric Tons Operating Rating 64: 34.81 Metric Tons
 Design Load 31: 5 MS 18 (HS 20) Posting 70: 5 At/Above Legal Loads
 Posting Status 41: A Open, no restriction

GEOMETRIC DATA

Length Max Span 48: 21.00 m Structure Length 49: 22.00 m
 Curb/Sdwik Width L 50A: 1.30 m Curb/Sidewalk Width R 50B: 1.30 m
 Width Curb to Curb 51: 15.20 m Width Out to Out 52: 18.40 m
 Approach Roadway width 32: 18.30 m Median 33: 0 No median (w/ shoulders)
 Deck Area: 404.80m²
 Skew 34: 16.00° Structure Flared 35: 0 No flare
 Vertical Clearance 10: 99.99 m Horizontal Clearance 47: 15.20 m
 Minimum Vertical Clearance Over Bridge 53: 99.99 m
 Minimum Vertical Underclearance Reference 54A: N Feature not hwy or RR
 Minimum Vertical Underclearance 54B: 0.00 m
 Minimum Lateral Underclearance Reference R 55A: N Feature not hwy or RR
 Minimum Lateral Underclearance R 55: 0.00 m
 Minimum Lateral Underclearance L 56: 0.00 m

APPRAISAL

Bridge Rail 36A: 0 Substandard Approach Rail 36C: 0 Substandard
 Transition 36B: 0 Substandard Approach Rail Ends 36D: 0 Substandard
 Str Evaluation 67: 5 Above Min Tolerable Deck Geometry 68: 3 Intolerable - Correct
 Underclearance, Vertical and Horizontal 69: N Not applicable (NBI)
 Waterway Adequacy 71: 7 Above Minimum Approach Alignment 72: 8 Equal Desirable Crit
 Scour Critical 113: 8 Stable Above Footing

PROPOSED IMPROVEMENTS

Bridge Cost 94: \$ 945,592 Type of Work 75: 34 Widen w/ Deck Rehab
 Roadway Cost 95: \$ 64,559 Length of Improvement 76: 30.00 m
 Total Cost 96: \$ 1,418,388 Future ADT 114: 25,958
 Year of Cost Estimate 97: 2012 Year of Future ADT 115: 2032

NAVIGATION DATA

Navigation Control 38: 0 Permit Not Required
 Vertical Clearance 39: 0.0 m Horizontal Clearance 40: 0.0 m
 Pier Protection 111: Unknown (NBI) Lift Bridge Vertical Clearance 116:

Bridge Inspection Report

| ELEMENT CONDITION STATE DATA | | | | | | | | | |
|------------------------------|----------------|------|-------------------------------|-------|-----------|----------------------------------|-------|-------|-------|
| Str Unit | Element Number | Envr | Description | Units | Total Qty | Quantity in each Condition State | | | |
| | | | | | | St. 1 | St. 2 | St. 3 | St. 4 |
| 2 | 12 | 2 | Re Concrete Deck | sq.m | 405 | 0 | 405 | 0 | 0 |
| | 1120 | 2 | Efflorescence/Rust Staining | sq.m | 1 | 0 | 1 | 0 | 0 |
| | 1130 | 2 | Cracking (RC and Other) | sq.m | 404 | 0 | 404 | 0 | 0 |
| 2 | 107 | 2 | Steel Opn Girder/Beam | m | 156 | 156 | 0 | 0 | 0 |
| | 515 | 2 | Steel Protective Coating | sq.m | 156 | 156 | 0 | 0 | 0 |
| 2 | 215 | 2 | Re Conc Abutment | m | 43 | 43 | 0 | 0 | 0 |
| 2 | 304 | 2 | Open Expansion Joint | m | 19 | 19 | 0 | 0 | 0 |
| 2 | 308 | 2 | Steel Sliding Plates | m | 19 | 19 | 0 | 0 | 0 |
| 2 | 311 | 2 | Moveable Bearing | each | 7 | 7 | 0 | 0 | 0 |
| 2 | 313 | 2 | Fixed Bearing | each | 7 | 7 | 0 | 0 | 0 |
| 2 | 330 | 2 | Metal Bridge Railing | m | 45 | 0 | 45 | 0 | 0 |
| | 515 | 2 | Steel Protective Coating | sq.m | 45 | 0 | 45 | 0 | 0 |
| | 3410 | 2 | Chalk(Steel Protect Coatings) | sq.m | 45 | 0 | 45 | 0 | 0 |
| | 1000 | 2 | Corrosion | m | 44 | 0 | 44 | 0 | 0 |
| | 1020 | 2 | Connection | m | 1 | 0 | 1 | 0 | 0 |

BRIDGE NOTES

The bridge is assumed to run from west to east.
 Bridge jurisdiction is 100% City of San Fernando.
 LA County Bridge #2728.

PAST INSPECTION

Inspection Date: 01/15/2015 Type: 1 Regular NBI

Inspector: Richard Dergazarian

Scope:

NBI: ☒ Other: ☐ Element: ☒

Underwater: ☐ Fracture Critical: ☐

INSPECTION NOTES

SEE ADDENDUM TO BRIDGE INSPECTION REPORT.

Richard Dergazarian



ADDENDUM TO BRIDGE INSPECTION REPORT:

St. Br. No.: 53C0920
LA County Br. No. #2728

Date of Inspection: 01/15/2015

SCOPE AND ACCESS

There was a minimal amount of water in the waterway on the date of inspection. A complete visual inspection was performed.

MISCELLANEOUS

The utility line that enters into abutment #2 at bay #1 has evidence of a previous fire. Several conduit lines have fire damages at that location. (1/15/15)

DECK AND ROADWAY

The metal handrails have freckled rust and minor corrosion throughout the entire rail system. (1/15/15)

The handrail at the northwest corner has a spall with rebar exposed. Also near the same sidewalk location there is a concrete spall measuring approximately 18 inches by 12 inches in width. (1/15/15)

There are many transverse cracks throughout the deck surface. Some are up to 3mm wide. There is minor visible evidence of these cracks on the soffit. (2/12/13)

There are transverse cracks on the soffit of each sidewalk. The cracks are proportioned along the lengths of the sidewalks at 1.22m and 1.52m apart and radiate from the fascia girder flange up to 1mm wide at the deck edge. There is little evidence of cracking on the sidewalk surfaces. (2/12/13)

SUPERSTRUCTURE

No notable distress was observed. (1/15/15)

SUBSTRUCTURE

No significant issues were observed. (1/15/15)

SAFE LOAD CAPACITY

A Load Rating Summary Sheet dated 04/16/2003 is on file for this structure. While this report does not include a check of that analysis, it does verify that the structural conditions observed during this inspection are consistent with those assumed in that analysis.

ADDENDUM TO BRIDGE INSPECTION REPORT:

St. Br. No.: 53C0920
LA County Br. No. #2728

Date of Inspection: 01/15/2015

RECOMMENDATIONS

Repair the concrete spall on the north sidewalk.

Seal the cracks in the deck surface.

Repair the handrail spall at the northwest corner.

Repaint both handrails.

ADDENDUM TO BRIDGE INSPECTION REPORT:

St. Br. No.: 53C0920
LA County Br. No. #2728

Date of Inspection: 01/15/2015



Photo 1 - Roadway



Photo 2 - Elevation

ADDENDUM TO BRIDGE INSPECTION REPORT:

St. Br. No.: 53C0920
LA County Br. No. #2728

Date of Inspection: 01/15/2015



Photo 3 – Spall at End Post and Rusting Rails



Photo 4 – West Open Joint

ADDENDUM TO BRIDGE INSPECTION REPORT:

St. Br. No.: 53C0920

LA County Br. No. #2728

Date of Inspection: 01/15/2015

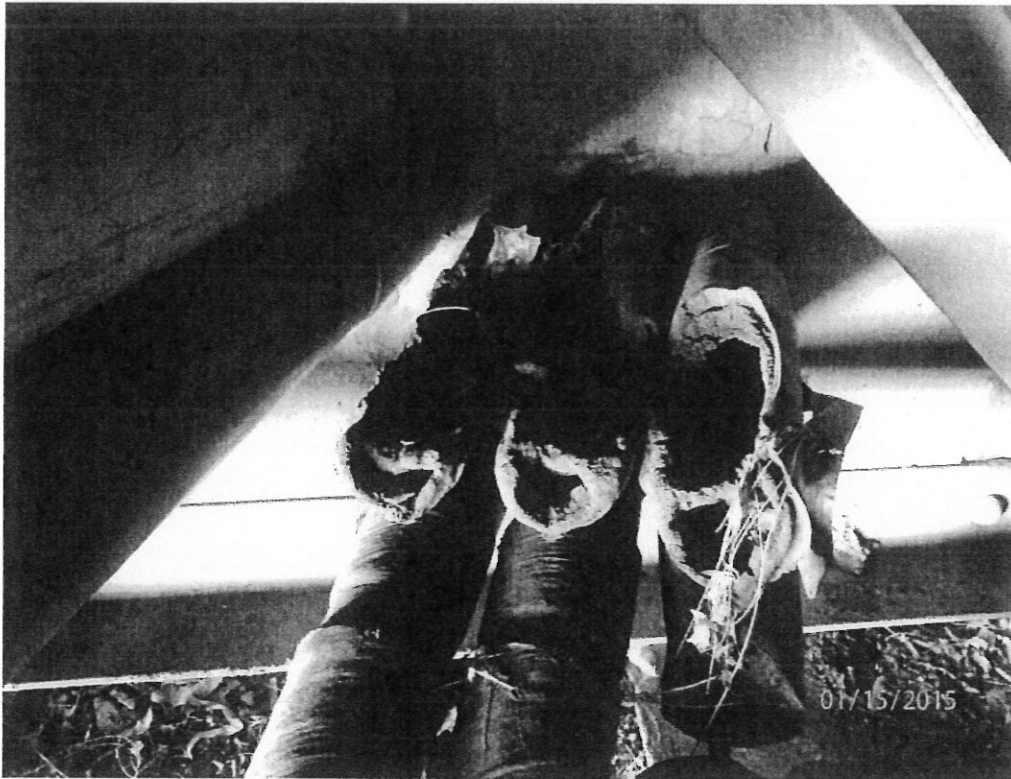


Photo 5 – Burned Utility Lines



Photo 6 – Deck Cracks

Bridge Inspection Report

Bridge Key: 53C0921

LA County Br. No.: 2729

SD/FO Status: Functionally Obsolete

SR: 48.9

IDENTIFICATION

| | | | |
|--------------------------|---------------------|-------------------------|----------------------|
| State 1: | 06 California | Struc Num 8: | 53C0921 |
| Facility Carried 7: | FIFTH ST | Location 9: | 0.5MI E/O MACLAY AVE |
| Rte.(On/Under) 5A: | Route On Structure | Rte. Signing Prefix 5B: | 5 City Street |
| Level of Service 5C: | 0 None of the below | Route Number 5D: | 0L602 |
| Directional Suffix 5E: | 0 N/A (NBI) | % Responsibility: | 0.00 |
| SHD District 2: | District 7 | County Code 3: | (53) Los Angeles |
| Place Code 4: | 66140 | Kilometer Post 11: | NA |
| Feature Intersected 8: | PACOIMA WASH | | |
| Latitude 16: | 34° 17' 01.15" | Longitude 17: | 118° 25' 40.72" |
| Border Bridge Code 98: | Not Applicable (P) | | |
| Border Bridge Number 99: | | Thomas Guide Page: | 482 C7 |

INSPECTION

| | | | | | |
|--------------------|-----------|-------------------------|-----------|---------------------|-----------|
| Frequency 91: | 24 months | Inspection Date 90: | 1/15/2015 | Next Inspection: | 1/15/2017 |
| FC Frequency 92A: | | FC Inspection Date 93A: | NA | Next FC Inspection: | NA |
| UW Frequency 92B: | | UW Inspection Date 93B: | NA | Next UW Inspection: | NA |
| SI Frequency 92C: | | SI Date 93C: | NA | Next SI: | NA |
| Element Frequency: | 24 months | Element Insp. Date: | 1/15/2015 | Next Elem. Insp.: | 1/15/2017 |

CLASSIFICATION

| | | | |
|---------------------------|----------------------------|-----------------------------|-------------------------|
| Defense Highway 100: | 0 Not a STRAHNET hwy | Parallel Structure 101: | No bridge exists |
| Direction of Traffic 102: | 2 2-way traffic | Temporary Structure 103: | Not Applicable (P) |
| Highway System 104: | 0 Not on NHS | NBIS Length 112: | Long Enough |
| Toll Facility 20: | 3 On free road | Functional Class 26: | 17 Urban Collector |
| Nat'l Truck Network 110: | 0 Not part of nat'l netwk | Historical Significance 37: | 5 Not eligible for NRHP |
| Owner 22: | 4 City/Municipal Hwy Agenc | | |
| Custodian 21: | 4 City/Municipal Hwy Agenc | | |

STRUCTURE TYPE AND MATERIALS

| | | | |
|-----------------------------------|--------------------------|-------------------------------|---|
| Number of Approach Spans 46: | 0 | Number of Spans Main Unit 45: | 1 |
| Main Span Material Design 43 A/B: | | | |
| 3 Steel | | 02 Stringer/Girder | |
| Deck Type 107: | 1 Concrete-Cast-in-Place | | |
| Wearing Surface 108A: | 1 Monolithic Concrete | | |
| Membrane 108B: | 0 None | | |
| Deck protection 108C: | 0 None | | |

CONDITION

| | | | | | |
|-------------|-------------|--------------------------------|--------|----------------|--------|
| Deck 58: | 5 Fair | Super 59: | 5 Fair | Sub 60: | 7 Good |
| Culvert 62: | N N/A (NBI) | Channel/Channel Protection 61: | | 7 Minor Damage | |

LOAD RATING AND POSTING

| | | | |
|-----------------------------|------------------------|-----------------------------|------------------------|
| Inventory Rating Method 65: | 1 LF Load Factor | Operating Rating Method 63: | 1 LF Load Factor |
| Inventory Rating 66: | 19.13 Metric Tons * | Operating Rating 64: | 31.97 Metric Tons |
| Design Load 31: | 5 MS 18 (HS 20) | Posting 70: | 5 At/Above Legal Loads |
| Posting Status 41: | A Open, no restriction | | |

AGE AND SERVICE

| | | | |
|----------------------------|----------------------|-------------------------|------|
| Year Built 27: | 1953 | Year Reconstructed 106: | 0 |
| Type of Service on 42A: | 5 Highway-pedestrian | | |
| Type of Service under 42B: | 5 Waterway | | |
| Lanes on 26A: | 2 | Lanes under 26B: | 0 |
| ADT 29: | 4,141 | Truck ADT 109: | 3% |
| | | Year of ADT 30: | 2012 |

GEOMETRIC DATA

| | | | |
|-------------------------------------------------|----------|----------------------------|-------------|
| Length Max Span 48: | 26.20 m | Structure Length 49: | 27.70 m |
| Curb/Sdwk Width L 50A: | 1.30 m | Curb/Sidewalk Width R 50B: | 1.30 m |
| Width Curb to Curb 51: | 7.90 m | Width Out to Out 52: | 11.10 m |
| Approach Roadway width 32: (w/ shoulders) | 12.20 m | Median 33: | 0 No median |
| Deck Area: | 319.00m² | | |
| Skew 34: | 33.00° | Structure Flared 35: | 0 No flare |
| Vertical Clearance 10: | 99.99 m | Horizontal Clearance 47: | 7.90 m |
| Minimum Vertical Clearance Over Bridge 53: | | 99.99 m | |
| Minimum Vertical Underclearance Reference 54A: | | N Feature not hwy or RR | |
| Minimum Vertical Underclearance 54B: | | 0.00 m | |
| Minimum Lateral Underclearance Reference R 55A: | | N Feature not hwy or RR | |
| Minimum Lateral Underclearance R 55: | | 0.00 m | |
| Minimum Lateral Underclearance L 56: | | 0.00 m | |

APPRAISAL

| | | | |
|---------------------------------------------|------------------------|-------------------------|-------------------------|
| Bridge Rail 36A: | 0 Substandard | Approach Rail 36C: | 0 Substandard |
| Transition 36B: | 0 Substandard | Approach Rail Ends 36D: | 0 Substandard |
| Str Evaluation 67: | 5 Above Min Tolerable | Deck Geometry 68: | 3 Intolerable - Correct |
| Underclearance, Vertical and Horizontal 69: | | N Not applicable (NBI) | |
| Waterway Adequacy 71: | 7 Above Minimum | Approach Alignment 72: | 8 Equal Desirable Crit |
| Scour Critical 113: | 8 Stable Above Footing | | |

PROPOSED IMPROVEMENTS

| | | | |
|---------------------------|--------------|---------------------------|-----------------------|
| Bridge Cost 94: | \$ 1,506,353 | Type of Work 75: | 31 Repl-Load Capacity |
| Roadway Cost 95: | \$ 150,635 | Length of Improvement 76: | 36.90 m |
| Total Cost 96: | \$ 2,259,530 | Future ADT 114: | 4,555 |
| Year of Cost Estimate 97: | 2012 | Year of Future ADT 115: | 2032 |

NAVIGATION DATA

| | | | |
|------------------------|-----------------------|-------------------------------------|-------|
| Navigation Control 38: | 0 Permit Not Required | | |
| Vertical Clearance 39: | 0.0 m | Horizontal Clearance 40: | 0.0 m |
| Pier Protection 111: | Not Applicable (P) | Lift Bridge Vertical Clearance 116: | |

Bridge Inspection Report

| ELEMENT CONDITION STATE DATA | | | | | | | | | |
|------------------------------|----------------|-----|--------------------------|-------|-----------|----------------------------------|-------|-------|-------|
| Str Unit | Element Number | Env | Description | Units | Total Qty | Quantity in each Condition State | | | |
| | | | | | | St. 1 | St. 2 | St. 3 | St. 4 |
| 2 | 12 | 2 | Re Concrete Deck | sq.m | 319 | 0 | 319 | 0 | 0 |
| | 1130 | 2 | Cracking (RC and Other) | sq.m | 319 | 0 | 319 | 0 | 0 |
| 2 | 107 | 2 | Steel Opn Girder/Beam | m | 111 | 0 | 111 | 0 | 0 |
| | 515 | 2 | Steel Protective Coating | sq.m | 111 | 0 | 111 | 0 | 0 |
| | 3440 | 2 | Eff (Stl Protect Coat) | sq.m | 111 | 0 | 111 | 0 | 0 |
| | 1000 | 2 | Corrosion | m | 111 | 0 | 111 | 0 | 0 |
| 2 | 215 | 2 | Re Conc Abutment | m | 27 | 27 | 0 | 0 | 0 |
| 2 | 304 | 2 | Open Expansion Joint | m | 13 | 13 | 0 | 0 | 0 |
| 2 | 308 | 2 | Steel Sliding Plates | m. | 13 | 13 | 0 | 0 | 0 |
| 2 | 311 | 2 | Moveable Bearing | each | 4 | 0 | 4 | 0 | 0 |
| | 515 | 2 | Steel Protective Coating | sq.m | 4 | 0 | 4 | 0 | 0 |
| | 3440 | 2 | Eff (Stl Protect Coat) | sq.m | 4 | 0 | 4 | 0 | 0 |
| | 1000 | 2 | Corrosion | each | 4 | 0 | 4 | 0 | 0 |
| 2 | 313 | 2 | Fixed Bearing | each | 4 | 0 | 4 | 0 | 0 |
| | 515 | 2 | Steel Protective Coating | sq.m | 4 | 0 | 4 | 0 | 0 |
| | 3440 | 2 | Eff (Stl Protect Coat) | sq.m | 4 | 0 | 4 | 0 | 0 |
| | 1000 | 2 | Corrosion | each | 4 | 0 | 4 | 0 | 0 |
| 2 | 330 | 2 | Metal Bridge Railing | m | 55 | 0 | 55 | 0 | 0 |
| | 515 | 2 | Steel Protective Coating | sq.m | 55 | 0 | 55 | 0 | 0 |
| | 3440 | 2 | Eff (Stl Protect Coat) | sq.m | 55 | 0 | 55 | 0 | 0 |
| | 1000 | 2 | Corrosion | m | 55 | 0 | 55 | 0 | 0 |

BRIDGE NOTES

The bridge is assumed to run from west to east.
 Bridge jurisdiction is 100% City of San Fernando.
 LA County Bridge #2729.

PAST INSPECTION

Inspection Date: 01/15/2015 Type: 1 Regular NBI

Inspector: Richard Dergazarian

Scope:

NBI: ☒ Other: ☐ Element: ☒

Underwater: ☐ Fracture Critical: ☐

INSPECTION NOTES

SEE ADDENDUM TO BRIDGE INSPECTION REPORT.

Richard Dergazarian

Bridge Inspection Report



ADDENDUM TO BRIDGE INSPECTION REPORT:

St. Br. No.: 53C0921
LA County Br. No. #2729

Date of Inspection: 01/15/2015

SCOPE AND ACCESS

There was a minimal amount of water in the waterway on the date of inspection. A complete visual inspection was performed.

MISCELLANEOUS

There are transients and debris occupying both abutments. (1/15/15)

DECK AND ROADWAY

There are concrete spalls at all four metal hand rail end posts. (1/15/15)

The metal handrails are spot rusted. (2/14/13)

There are numerous transverse cracks throughout the deck surface. Cracks are up to 2mm wide with some efflorescence visible on the soffit. (2/14/13)

The concrete is broken at one north handrail post pocket outer deck edge. (2/14/13)

SUPERSTRUCTURE

Surface and freckled rust is prevalent on the steel girders. (1/15/15)

SUBSTRUCTURE

Surface and freckled rust is prevalent on the bearings. (1/15/15)

SAFE LOAD CAPACITY

A Load Rating Summary Sheet dated 08/05/2003 is on file for this structure. While this report does not include a check of that analysis, it does verify that the structural conditions observed during this inspection are consistent with those assumed in that analysis.

RECOMMENDATIONS

Prepare and paint all steel members.

Repair the handrail post pocket spall at the northeast corner.

Repair all concrete spalls around end posts.

Remove all transient debris underneath the structure near abutments.

Seal the deck.

ADDENDUM TO BRIDGE INSPECTION REPORT:

St. Br. No.: 53C0921
LA County Br. No. #2729

Date of Inspection: 01/15/2015



Photo 1 – Roadway



Photo 2 – Elevation

ADDENDUM TO BRIDGE INSPECTION REPORT:

St. Br. No.: 53C0921
LA County Br. No. #2729

Date of Inspection: 01/15/2015

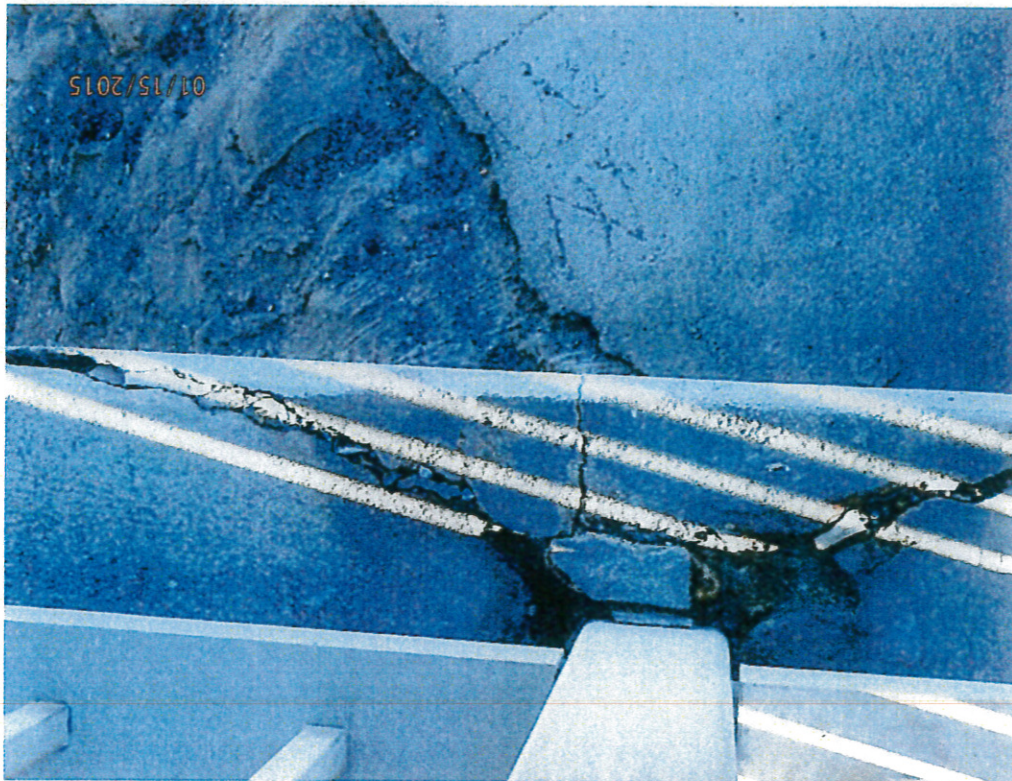


Photo 3 – Post Pocket Spall



Photo 4 – Spalling at East End Post

ADDENDUM TO BRIDGE INSPECTION REPORT:

St. Br. No.: 53C0921
LA County Br. No. #2729

Date of Inspection: 01/15/2015



Photo 5 – Surface Rust on Girders and Bearings



Photo 6 West end Post

ADDENDUM TO BRIDGE INSPECTION REPORT:

**St. Br. No.: 53C0921
LA County Br. No. #2729**

Date of Inspection: 01/15/2015



Photo 7 – Deck Cracks

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
HIGHWAY BRIDGE PROGRAM (HBP)
BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP)
TOTAL PROJECT COST ESTIMATE (TPCE)

CITY OF SAN FERNANDO
9/9/2016

| | | |
|----------------------------------------------------------------------|----------|------------------|
| Preliminary Engineering (PE) | | \$40,000 |
| Construction Contract | \$55,000 | |
| Construction Contingency (CONT) - (25% of Construction Contract) | \$13,750 | |
| Construction Engineering (CE) - (15% of Construction Contract) | \$8,250 | |
| Total Construction Cost | | \$77,000 |
| | | <hr/> |
| | | \$117,000 |
| Liability Surcharge (4% of PE and CE) ¹ | | \$1,930 |
| | | <hr/> |
| Total Project Cost Estimate (TPCE) | | \$119,000 |
| Reimbursement | | |
| HBP - BPMP (88.53% of qualifying ² Project Cost Estimate) | | (104,000) |
| | | <hr/> |
| Total Reimbursement | | (104,000) |
| | | <hr/> |
| Net City Cost (TPCE less Reimbursement) | | \$15,000 |
| | | <hr/> |
| 10% of TPCE | | \$12,000 |
| | | <hr/> |
| Required City Deposit³ | | \$15,000 |

Notes

¹ Per City-County Assumption of Liability /Joint Indemnity Agreement

² Excludes any betterments and any costs/rates in excess of Federally approved

³ Net City Cost but not less than 10% of TPCE

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Humberto Quintana, Interim Senior Planner

Date: May 1, 2017

Subject: Consideration of New Accessory Dwelling Units (Formerly Referred to as "Second Dwelling Units" in the Zoning Ordinance)

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive a presentation from staff regarding Accessory Dwelling Units; and
- b. Provide direction to staff regarding the following:
 - i. Prepare an urgency ordinance to implement interim regulations and secure a consultant to develop permanent regulations; or
 - ii. Prepare an ordinance to implement interim regulations for Planning and Preservation Commission consideration with an expected effective date no earlier than August 2017, and secure a consultant to develop permanent regulations; or
 - iii. Allow for State Regulations to remain in effect.

BACKGROUND:

1. The City has regulations that provide certain standards and parameters for property owners interested in constructing a Secondary Dwelling Unit (also referred to as Accessory Dwelling Unit, or "ADU") in areas zoned as residential. One of the purposes of these regulations is to ensure that residentially zoned areas maintain a certain density per square foot desired by the community. The allowable density in any particular zone impacts a number of other factors, including, but not limited to, parking, traffic, public safety, and impact on infrastructure, such as wear and tear on local streets and capacity of the water and sewer systems.

Consideration of New Accessory Dwelling Units (Formerly Referred to as “Second Dwelling Units” in the Zoning Ordinance)Page 2 of 2

2. Effective January 1, 2017, two new state laws: 1) Assembly Bill 2299 (AB 2299) and 2) Senate Bill 1069 (SB 1069) require cities to adopt new regulations via ordinance that comply with the new restrictions related to review of new ADUs and associated development standards identified in the aforementioned State laws. The state mandated restrictions on ADUs are less strict than the restrictions the City had in place for Secondary Dwelling Units
3. As of January 1, 2017, cities without existing ordinances addressing ADUs and cities with ordinances for former Second Dwelling Units must adopt a new ordinance in compliance with the new State regulations.
4. After January 1, 2017, cities that do not have adopted ADU regulations in compliance with these new State laws must review applications using the regulations identified in AB 2299 and SB 1069, which are less strict than the City's prior regulations and may have the effect of increasing density in residentially zoned areas while exacerbating parking, traffic, and infrastructure maintenance issues.
5. On February 21, 2017, staff presented an Urgency Ordinance regarding ADU regulations for Council consideration. City Council did not approve the Urgency Ordinance at that time as they requested additional information and directed staff to bring the issue back at a future meeting.

ANALYSIS:

Partially due to increased media attention given to the new state regulations (See August 24, 2016 LA Times Article by Liam Dunn, [“Yes, in your backyard: Legislature OKs easing restrictions on building 'granny flats' in California”](#) and a news segment from Univision Television from January 30, 2017, [“Nueva ley de California modifica regulaciones para la construcción y la modificación de viviendas”](#) - *New law in California modifies regulations for the construction of modification of Housing*), staff has been receiving an increasing number of inquiries from property owners regarding the City's ADU regulations.

As noted during the presentation to City Council on February 21, 2017, the City's existing second dwelling unit/accessory dwelling unit regulations is null and void pursuant to Government Code Section 65852.2(a)(4). Consequently, the City is required to approve any new ADU permit that meets minimal State criteria, which includes, among other things: reduced setbacks, increased building sizes, no requirement to provide on-site parking, and modified (reduced) parking standards. Collectively, these reduced restrictions may result in new ADUs that have a much greater impact on density and density related issues in the City's residential zones.

Consideration of New Accessory Dwelling Units (Formerly Referred to as “Second Dwelling Units” in the Zoning Ordinance)Page 3 of 3

Staff is seeking direction from City Council regarding the preferred path forward related to Accessory Dwelling Unit regulations. The three alternatives for moving forward include:

- 1) Prepare an Urgency Ordinance to implement interim regulations and secure a consultant to develop permanent regulations – Staff has worked with the City Attorney’s Office to draft an Ordinance that substantially complies with the new state required regulations. That ordinance can be presented as an Urgency Ordinance (requires 4/5ths approval) 879at the regular City Council meeting on May 15, 2017. The advantage of adopting the regulations as an Urgency Ordinance is that the provisions become effective immediately, which will give the City time to secure a consultant to draft a permanent ordinance that will ultimately replace the urgency ordinance. The permanent ordinance would go through the normal process to amend the City’s zoning code, which includes review by the Planning & Preservation Commission followed by a first and second reading at regular City Council meetings and an effective date thirty (30) days after the second reading. City Council may want to appoint an Ad Hoc committee to work with staff to review provisions of the urgency ordinance as well as the permanent ordinance.
- 2) Prepare an interim ordinance for Planning and Preservation Commission consideration – If City Council does not wish to adopt an urgency ordinance, then new regulations must go through the normal procedures, which includes presentation of the ordinance to the Planning & Preservation Commission (the PPCs next regular meeting is June 6, 2017) followed by a public hearing and first and second reading of the ordinance at City Council meetings in June/July, with an effective date 30 days after the second reading. Consequently, the earliest regulations could be effective absent an urgency ordinance is at the beginning of August. Until then, staff would have to review any applications submitted for an ADU using the state regulations. City Council may want to appoint an Ad Hoc committee to work with staff to review provisions of the ordinance.
- 3) Allow for State regulations to remain in effect – City Council may direct staff to allow current state regulations to remain in effect. If that is the case, no additional action is required.

For both options 1 and 2, staff recommends securing a consultant to assist the City with drafting permanent regulations that are consistent with state law while preserving some of the City’s prior requirements, particularly as they relate to providing on-site parking. A Request for Proposals was sent to interested firms a few months ago and the City has received responses. If directed to move forward with drafting a permanent ordinance, staff will award a contract at the next regular City Council meeting.

Staff has included as Attachment “A” a matrix comparing the major provisions of 1) the City’s Secondary Dwelling Unit regulations, 2) the state’s Accessory Dwelling Unit regulations, and 3) proposed interim Accessory Dwelling Unity regulations.

Consideration of New Accessory Dwelling Units (Formerly Referred to as “Second Dwelling Units” in the Zoning Ordinance)Page 4 of 4

BUDGET IMPACT:

The cost of working with the City Attorney’s office to develop an urgency ordinance will have minimal impact on the City’s budget. The cost to secure a consultant to draft permanent regulations as well as staff and City Attorney time to review the ordinance and present it to the appropriate governing bodies will be included in the fiscal year 2017-2018 budget.

There is no additional cost associated with allowing state regulations to remain in effect.

CONCLUSION:

As a result in changes in state law, staff is requesting direction from City Council regarding Accessory Dwelling Unit regulations. The three alternatives being presented are:

- i. Prepare an urgency ordinance to implement interim regulations and secure a consultant to develop permanent regulations; or
- ii. Prepare an ordinance to implement interim regulations for Planning and Preservation Commission consideration with an expected effective date no earlier than August 2017, and secure a consultant to develop permanent regulations; or
- iii. Allow for State Regulations to remain in effect.

However, staff recommends City Council to adopt an urgency ordinance providing interim regulations that would mitigate some of the potential impacts to parking, traffic, public safety, and infrastructure within the City’s residential zoning districts while allowing staff to select a qualified housing consultant to prepare updated ADU regulations that meet State-mandated requirements.

ATTACHMENT:

- A. ADU Regulation Matric



Accessory Dwelling Unit

Review of Prior City Regulations, State Regulations and Proposed Regulations

| Development Standards | City of San Fernando Regulations (Ord. No. 1547) | State Regulations (AB 2299 and SB 1069) | Recommended Interim Regulations |
|-----------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Permitted Zones | One ADU shall be permitted on a lot zoned for residential use that contains one primary single-family Dwelling unit | One ADU shall be permitted on a lot zoned for residential use that contains one primary single-family Dwelling unit | One ADU shall be permitted on a lot zoned for residential use that contains one primary single-family Dwelling unit |
| Building Height | 25' as measured from natural grade to top of roof peak | Local Agencies to impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places | 25' as measured from natural grade to top of roof peak |
| Building Size | Detached: 640 sq. ft. Attached: 30% of existing | Detached: 1,200 sq. ft. Attached: 50% of existing residence (Max: 1,200 sq. ft.) | Detached: 640 sq. ft. Attached: 50% of existing residence (Max 640 sq. ft.) |
| Building Location | Located to the rear of the of the existing single-family dwelling | Local Agencies to impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places | Located to the rear of the of the existing single-family dwelling |
| Building Separation | 6' from all existing on-site structures 10' from any off-site structures on adjacent lot | Local Agencies to impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places | Shall comply with all applicable building, housing, zoning and site development standards otherwise applicable under the San Fernando City Code, including but not limited to standards regarding setbacks, floor area ratio standards, height, lot coverage, architectural design review, including compatibility with existing structures located on the same property and in the surrounding neighborhood, fee and charge requirements and other applicable zoning requirements generally applicable to residential construction in the zone in which the property is located |
| Building Entrance | Attached ADU located in a second story shall share the same entrance, must connect to common hallway, deck or entry. | No passageway shall be required in conjunction with the construction of an accessory dwelling unit. | No passageway shall be required in conjunction with the construction of an accessory dwelling unit. |
| Architectural Design | Architecturally compatible with existing structures on the same property and in the surrounding neighborhood | Local Agencies to impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places. | Architecturally compatible with existing structures on the same property and in the surrounding neighborhood |

Accessory Dwelling Units

Page 2 of 2

| Development Standards | City of San Fernando Regulations (Ord. No. 1547) | State Regulations (AB 2299 and SB 1069) | Recommended Interim Regulations |
|--------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rear Yard Setback | 15’ Setback for detached and attached ADU | <ul style="list-style-type: none">No setback shall be required for an existing garage that is converted to an accessory dwelling unit.No more than five feet from the rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage. | <ul style="list-style-type: none">No setback shall be required for an existing garage that is converted to an accessory dwelling unit.No more than five feet from the rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.15’ setback for detached and/or attached ADU |
| Side Yard Setback | 5’ Setback | <ul style="list-style-type: none">No setback shall be required for an existing garage that is converted to an accessory dwelling unit.No more than five feet from the side lot lines shall be required for an accessory dwelling unit that is constructed above a garage. | <ul style="list-style-type: none">No setback shall be required for an existing garage that is converted to an accessory dwelling unit.No more than five feet from the side lot lines shall be required for an accessory dwelling unit that is constructed above a garage.5’ Setback for detached and/or attached ADU |
| Required Parking for SFR | Two enclosed parking spaces (two-car garage) are required for the primary single family dwelling unit on a lot. | <ul style="list-style-type: none">When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those off-street parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. | <ul style="list-style-type: none">Two enclosed parking spaces (two-car garage) are required for the primary single family dwelling unit on a lot.When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those off-street parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. |
| Required Parking for ADU | One fully enclosed or covered open carport structure is required per bedroom for the ADU | <ul style="list-style-type: none">Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.Shall not impose parking standards for an accessory dwelling unit in any of the following instances:<ul style="list-style-type: none">The accessory dwelling unit is located within one-half mile of public transit;The accessory dwelling unit is located within an architecturally and historically significant historic district.The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.When there is a car share vehicle located within one block of the accessory dwelling unit. | <ul style="list-style-type: none">Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom.Shall not impose parking standards for an accessory dwelling unit in any of the following instances:<ul style="list-style-type: none">The accessory dwelling unit is located within one-half mile of public transit;The accessory dwelling unit is located within an architecturally and historically significant historic district.The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.When there is a car share vehicle located within one block of the accessory dwelling unit. |
| Location of Parking | Required parking shall not encroach into the required front yard setback of the subject lot. | Shall be permitted in all setback areas. | Parking shall be constructed or identified within the available lot area that is outside of the required front setback areas. |

Accessory Dwelling Units

Page 3 of 3

| Development Standards | City of San Fernando Regulations (Ord. No. 1547) | State Regulations (AB 2299 and SB 1069) | Recommended Interim Regulations |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Driveway | A minimum ten feet (10') wide driveway shall provide vehicle ingress and egress to the designated on-site parking area for an ADU | Local Agencies to impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places. | A minimum ten feet (10') wide driveway shall provide vehicle ingress and egress to the designated on-site parking area for an ADU |
| Connection fees or capacity charges for utilities | Second dwelling unit shall be served by the existing sewer and water facilities located within the closet public right of way facing the subjects site's front property line | Shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service. | Shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service. |
| Restrictive Covenant | The primary single-family dwelling unit or the second dwelling unit on a lot shall be occupied by the owner of the lot. | N/A | The primary single-family dwelling unit or the second dwelling unit on a lot shall be occupied by the owner of the lot. |

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: May 1, 2017

Subject: Consideration to Take a Position to Oppose the Dakota Access Pipeline

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a letter opposing the Dakota Access Pipeline that runs from the Bakken Shale field in North Dakota to Illinois (Attachment "A"); and
- b. Provide direction regarding additional actions to be taken to oppose the Pipeline.

BACKGROUND:

1. The Dakota Access Pipeline (DAPL) is a 1,172-mile-long underground oil pipeline project that begins in the Bakken shale oil fields in northwest North Dakota and travels in a more or less straight line south-east, through South Dakota and Iowa, terminating at an oil tank farm near Patoka, Illinois.
2. The \$3.78 billion project was announced to the public by Dakota Access, LLC (a Houston, Texas based company and subsidiary of Energy Transfer Partners, L.P.) on June 25, 2014, and informational hearings for landowners took place between August 2014 and January 2015. The minor partners involved in the project are Phillips 66, Enbridge, and Marathon Petroleum.
3. The DAPL has been controversial regarding its necessity and potential impact on the environment. A number of Native Americans in Iowa and the Dakotas have opposed the pipeline, including the Meskwaki and several Sioux tribal nations, under the assertion that the pipeline would threaten sacred burial grounds as well as the quality of water in the area.
4. In August 2016, ReZpect Our Water, a group organized on the Standing Rock Indian Reservation, brought a petition to the U.S. Army Corps of Engineers (USACE) in Washington,

Consideration to Take a Position to Oppose the Dakota Access PipelinePage 2 of 3

D.C., and the tribe sued for an injunction. The lawsuit is currently pending in a federal court in the District of Columbia.

5. On January 24, 2017, President Trump signed a series of executive orders relaxing environmental and other regulations to move the DAPL, and other pipeline projects, forward.
6. On March 20, 2017, the City Council requested staff to place an item on a future agenda to discuss drafting a letter in opposition to the DAPL and other actions to oppose the pipeline, including a possible boycott on doing business with firms involved in the construction of the DAPL.
7. Construction on the DAPL, which was originally planned for delivery by January 1, 2017, was completed in early April 2017 and is expected to be operational forthwith.

ANALYSIS:

The City of San Fernando has often taken positions in support of underserved and underrepresented communities, which includes Native Americans and other indigenous peoples.

The protests of the Standing Rock Sioux Tribe, and other interest groups, at the Standing Rock Indian Reservation near the Missouri River in North Dakota brought international attention to the environmental and social justice issues raised by the construction of the DAPL.

According to the Standing Rock Sioux Tribe, more than one hundred (100) local and tribal governments across the United States have written resolutions, proclamations and letters of support stating their solidarity with Standing Rock and the Sioux people. As directed, staff has prepared a letter of opposition to the Dakota Access Pipeline Project for City Council consideration (Attachment "A").

In addition to the letter of opposition, the City Council directed staff to explore the possibility of ending business relationships with firms involved in the construction of the DAPL. Although there are a few key firms that lead the construction and financing efforts for the DAPL project, identifying all of the contractors and sub-contractors involved would be extremely cumbersome and time consuming. For example, a few larger cities have ended banking relationships with Wells Fargo citing, among other issues, the bank's role in financing the project. However, a number of sources report that funding was provided by a group of seventeen (17) banks, including Wells Fargo, Citibank, U.S. Bank, JPMorgan Chase, Bank of America, Morgan Stanley etc. Each bank has a different level of funding and some of the banks have repackaged and sold the loan to other investors.

Consideration to Take a Position to Oppose the Dakota Access PipelinePage 3 of 3

Additionally, identifying all of the contractors and subcontractors participating in the construction of the DAPL would be extremely cumbersome as this is a privately funded project and the contracts are not a matter of public record as they would be for a publicly funded project. Since many of the contractors and subcontractors involved in the construction of the DAPL are most likely larger corporate entities or out-of-state contractors, it is highly unlikely that the City does a significant amount of business with any of the construction contractors.

With regards to the financial institutions, the City does have business relationships with U.S. Bank and Wells Fargo. U.S. Bank acts as the Trustee for the former Redevelopment Agency Bonds and would take a significant amount of effort and legal cost to draft legal documentation and secure authorization from investors to undo that relationship. Wells Fargo acts as the City's broker for dental and vision insurance. That relationship could more easily be severed; however, staff would need time to have to put together a request for proposal and review responses. There may also be an additional cost involved with changing insurance brokers.

Due to the amount of time it would take to research and identify businesses involved in the financing and construction of the DAPL, staff does not recommend moving forward with severing business relationships with those firms at this time.

BUDGET IMPACT:

There is a minimal budget impact to prepare and send an opposition letter to key government officials. The impact of ending business relationships with firms involved in the construction of the Pipeline is unknown. If the City Council directs staff to explore that action further, the specific budget impact will be presented at that time.

ATTACHMENT:

- A. Letter Opposing the Dakota Access Pipeline



THE CITY OF SAN FERNANDO

ATTACHMENT "A"

CITY COUNCIL

May 1, 2017

MAYOR
SYLVIA BALLIN

DISTRIBUTION LIST

VICE MAYOR
ANTONIO LOPEZCOUNCILMEMBER
ROBERT C. GONZALESCOUNCILMEMBER
JOEL FAJARDO**SUBJECT: Opposition to the Dakota Access Pipeline**COUNCILMEMBER
JAIME SOTO

Dear Contact:

I am writing on behalf of the City Council to express our concern regarding President Trump's executive order to proceed with the construction of the Dakota Access Pipeline (DAPL) being developed by of Energy Transfer Partners and its affiliates. DAPL will carry at capacity approximately 570,000 barrels per day of crude oil from the Bakken shale field in North Dakota to Illinois. The Pipeline runs across or beneath 209 rivers, creeks and tributaries, including the Missouri River, which provides drinking water, and irrigates agricultural land in communities across the Midwest.

The United Nations Declaration on the Rights of Indigenous People (UNDRIP), as endorsed by the United States in 2010, affirms that indigenous peoples like the Standing Rock Sioux Tribe possess the right to maintain and protect their culture, religion, practices, and relationship with their "traditionally owned or otherwise occupied and used lands, territories [and] waters." The UNDRIP further provides that governments shall consult with indigenous peoples "in order to obtain their free and informed consent prior to the approval of any project affecting their lands or territories and other resources, particularly in connection with the development, utilization or exploitation of mineral, water or other resources."

The DAPL runs through the ancestral lands and waters reserved for the traditional use of the Standing Rock Sioux Tribe by the Treaty of Ft. Laramie, including the Missouri River, sacred burial grounds, grave sites, and other sacred Native sites of cultural, religious, and historical significance. Any spill of oil into the Missouri River would harm the Standing Rock Sioux Tribe's Treaty reserved lands, territories, waters and other resources; burial grounds, gravesites and other sacred sites of cultural, religious, and historical significance; and spiritual relationships and indigenous ways of life.

OFFICE OF THE
CITY COUNCIL117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1201

WWW.SFCITY.ORG

DISTRIBUTION LIST

Opposition to the Dakota Access Pipeline

Page 2 of 2

The U.S. Army Corps of Engineers failed to consult with or obtain prior and informed consent of the Standing Rock Sioux Tribe as required by the Treaty of Fort Laramie, Executive Order 13175, the UNDRIP Article 10, and other federal and international laws, before issuing a “Mitigated Finding of No Significant Impact,” clearing the way for the DAPL without considering breach of the treaty, environmental, and social impacts.

In addition to its lack of commitment to uphold the Treaty made between the United States government and tribal nations, President Trump claimed the DAPL and Keystone XL pipelines combined would create 28,000 jobs. However, he failed to mention that the number of permanent jobs the DAPL will actually create ranges between 15 (according to the Des Moines Register) and 160 (according to Dakota Access, LLC). Furthermore, the President and Dakota Access, LLC have insisted American oil companies will benefit greatly from the DAPL’s added capacity to serve North Dakota’s Bakken shale oil field. However, reports indicate that oil production of North Dakota crude oil, which is expensive to drill, has been on the decline and the construction of the DAPL will not likely change this trend. Rather, the DAPL may be used to transfer Canadian crude oil and benefit Canadian oil companies far more than American companies.

The City of San Fernando stands with the people of Standing Rock Sioux Tribe, and all underserved, underrepresented communities, to oppose the DAPL, which will cause great environmental harm at the expense of the American public.

Sincerely,

Sylvia Ballin, Mayor
City of San Fernando

DISTRIBUTION LIST:

Department of the Interior Secretary
Department of Commerce Secretary
Department of the EPA Secretary
Senator Diane Feinstein
Senator Kamala Harris
Senator Kevin De Leon
Assembly Member Anthony Rendon

DISTRIBUTION LIST

Opposition to the Dakota Access Pipeline

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Governor Jerry Brown
Assembly Member Raul Bocanegra
Senator Bob Hertzberg
Congressman Tony Cardenas
Randy Record, Chairman & Board members
Metropolitan Water District

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: May 1, 2017

Subject: Consideration to Approve a Professional Services Agreement to Develop and Implement a Local Cannabis Regulation and Permitting Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Resolution No. 7791 (Attachment "A") appropriating \$60,000 in Fiscal Year 2016-2017 for a Local Cannabis Regulation and Permitting Program; and
- b. Award a Professional Services Agreement (Attachment "B" – Contract No. 1854) to HdL Companies in an amount not-to-exceed \$60,000 to provide professional services to develop and implement a Local Cannabis Regulation and Permitting Program; and
- c. Authorize the Interim City Manager to execute the agreement.

BACKGROUND:

1. On December 5, 2016, the City Council discussed the potential for allowing commercial cannabis activities in the City. Based on that discussion, staff and the City Attorney's Office developed a series of two presentations to analyze possible alternatives to be considered by the City Council when evaluating whether to allow limited commercial cannabis uses in the City.
2. On January 17, 2017, the City Council received the first of two presentations on the "Regulatory Alternatives Under the Medical Cannabis Regulation and Safety Act (MCRSA) and the Adult Use of Marijuana Act (Prop 64/ AUMA)." The presentation by the City Attorney's Office focused on the following topics:
 - a. Past legislative actions related to cannabis adopted at the state and federal levels, including discussion of MRSCA and Prop 64;
 - b. City Council actions to date;

Consideration to Approve a Professional Services Agreement to Develop and Implement a Local Cannabis Regulation and Permitting ProgramPage 2 of 2

- c. Seed to Sale: medical/nonmedical commercial activity;
 - d. State Licensing Categories under MRSCA and Prop 64;
 - e. Potential commercial and medical activities authorized under MRSCA and Prop 64;
 - f. Case Studies;
 - g. Potential City Code amendments and licensing; and
 - h. Potential Sites Analysis based on 600 Ft. buffer from schools and youth institutes.
3. On February 6, 2017, the City Council received the second presentation from David McPherson from HdL Companies, which focused on the following topics:
- a. General understanding of the marijuana industry;
 - b. Strategies for implementation of a cannabis program, including the regulatory framework, application process and entitlement processes;
 - c. Taxation vs. development agreement options to generate revenue;
 - d. Public safety considerations based on best practices in other states and municipalities;
 - e. Feasibility of including a local hire provision in the DA and CUP application process; and
 - f. Identify salary ranges for jobs in the cultivation, manufacturing, production, and work related to the aforementioned cannabis businesses.
4. Pursuant to direction provided after the two presentations, staff developed a Request for Qualifications and Quotations (RFQQ) to assist the City with developing a Local Cannabis Regulation and Permitting Program, including drafting relevant ordinances, developing an appropriate regulatory program, assisting with public outreach, and assisting with cost recovery and taxation policy.
5. On February 16, 2017, staff posted the RFQQ on the City's website and emailed the RFQQ to four interested firms.
6. On March 16, 2017, the City received seven proposals that were submitted timely via email.

Consideration to Approve a Professional Services Agreement to Develop and Implement a Local Cannabis Regulation and Permitting Program

Page 3 of 3

7. In March/April 2017, all proposals were reviewed by the Interim City Manager, Police Chief, and Senior Planner ("Review Committee") for an initial evaluation based on each firm's responsiveness to the RFQQ.
8. On April 19, 2017, the Review Committee interviewed the three top rated firms: HdL Companies; ICF; and Michael Baker International.

ANALYSIS:

As noted above, the City received seven proposals that were submitted via email prior to the prescribed deadline. The table below lists each firm, sorted by their estimated base project cost:

| Name of Firm | Estimated Base Project Cost |
|--------------------------------------------------------------|-----------------------------|
| Law Offices of Julia Sylva* | \$ 45,500 |
| HdL Companies | \$ 56,250 |
| ICF | \$ 60,445 |
| Best Best & Krieger, LLP (w/ Professional Organic Solutions) | \$ 85,000 |
| Macias Gini & O'Connell LLP | \$ 90,750 |
| Botec Analysis | \$ 94,000 |
| Michael Baker International (w/ Meyers Nave Legal Services) | \$ 112,780 |

* Response does not include public outreach services.

As part of the RFQQ review process, the Review Committee placed heavy emphasis on direct experience working with local municipalities on marijuana management programs, including, but not limited to, understanding of the regulatory framework in California as demonstrated by hands-on experience working with municipalities to draft and implement regulations, experience developing and implementing a merit-based application process for prospective cannabis operators, and understanding of Proposition 218 and direct experience working with municipalities to develop and implement cost recovery procedures and ongoing tax policy.

Subsequent to reviewing all proposals, the Review Committee conducted telephonic interviews with the top three firms (listed in alphabetical order): 1) HdL Companies, 2) ICF, and 3) Michael Baker International. Based on review of the proposals and subsequent interviews, staff recommends entering into a professional services agreement with HdL Companies (HdL) to assist the City with developing a Local Cannabis Regulation and Permitting Program.

HdL was ranked highest by the Review Committee and demonstrated a high level of experience working with California municipalities to draft cannabis ordinances, developing an

Consideration to Approve a Professional Services Agreement to Develop and Implement a Local Cannabis Regulation and Permitting ProgramPage 4 of 4

appropriately scaled regulatory framework and developing and implementing a merit-based application process for permitting cannabis operations while providing a cost effective proposal (Exhibit "A" of Attachment "B").

BUDGET IMPACT:

The City will have to make the initial investment and bear the cost of developing ordinances, regulations, permitting process, and related public outreach. Consequently, a budget amendment is required to appropriate the funds in Fiscal Year 2016-2017. However, activities related to the development of a Local Cannabis Regulation and Permitting Program are eligible to be recovered through user fees. Staff will work with the selected consultant to ensure that the City recovers costs to the full extent allowed by Proposition 218. Revenues are expected to be recovered in Fiscal Year 2017-2018 and subsequent fiscal years.

CONCLUSION:

The City's Review Committee has analyzed all proposals submitted and conducted phone interviews with the top three firms. After careful consideration, staff is recommending that a Professional Services Agreement be awarded to HdL Companies to develop and implement a Local Cannabis Regulation and Permitting Program.

ATTACHMENTS:

- A. Resolution No. 7791
- B. Contract No. 1854

ATTACHMENT “A”**RESOLUTION NO. 7791****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE ADOPTED
BUDGET FOR FISCAL YEAR 2016-2017**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2017, commencing July 1, 2016, and ending June 30, 2017; and

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

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk's Office, and has been adopted on June 29, 2016.

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

Section 1. The following adjustments are made to the Fiscal Year 2016-2017 City Budget:

Expenditures:

Non-Departmental

001-190-0000-4270 – Increase Professional Services \$60,000
(Local Cannabis Regulation and Permitting Program)

PASSED, APPROVED, AND ADOPTED this 1st day of May 2017.

Sylvia Ballin, 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 1st day of May, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



PROFESSIONAL SERVICES AGREEMENT

Hinderliter, de Llamas and Associates

Local Cannabis Regulation and Permitting Program Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of May 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Hinderliter, de Llamas and Associates, a California 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 two (2) years commencing from the EFFECTIVE DATE, unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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, which is included in Section IV – Fees of Exhibit "A" (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 aggregate sum of sixty thousand (\$60,000) dollars (hereinafter, the "Not-to-
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PROFESSIONAL SERVICES AGREEMENT

Development of a Local Cannabis Regulation and Permitting Program

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Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. 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 conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT’s monthly compensation is a function of hours worked by CONSULTANT’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar 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.

PROFESSIONAL SERVICES AGREEMENT

Development of a Local Cannabis Regulation and Permitting Program

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II. PERFORMANCE OF AGREEMENT

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

PROFESSIONAL SERVICES AGREEMENT

Development of a Local Cannabis Regulation and Permitting Program

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

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

PROFESSIONAL SERVICES AGREEMENT

Development of a Local Cannabis Regulation and Permitting Program

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly

PROFESSIONAL SERVICES AGREEMENT

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

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- 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 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.

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Development of a Local Cannabis Regulation and Permitting Program

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IV. INDEMNIFICATION

4.1 CONSULTANT agrees to the following:

- A. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its Officers, volunteers, employees and representatives from and against any and all suites, actions, or claims, or any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
- B. *Indemnification for other Damages.* CONSULTANT indemnifies and hold CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgement rendered against it or any sums paid out in settlement or otherwise. Both parties understand and agree that nothing in this agreement constitutes advice by CONSULTANT to CITY to violate any existing law and, accordingly, this section does not obligate CONSULTANT to the extent that federal or state law may now, or subsequently, prohibit the actions recommended by CONSULTANT pursuant to this Agreement.

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

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Development of a Local Cannabis Regulation and Permitting Program

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be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C 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

PROFESSIONAL SERVICES AGREEMENT

Development of a Local Cannabis Regulation and Permitting Program

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the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

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

PROFESSIONAL SERVICES AGREEMENT

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actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

PROFESSIONAL SERVICES AGREEMENT

Development of a Local Cannabis Regulation and Permitting Program

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

CONSULTANT:

Hinderliter, de Llamas & Associates
1340 Valley Vista Drive, Suite 200
Diamond Bar, CA 91765
Attn: Andrew Nickerson, President]
Phone: (909) 861-4335
Fax: (909) 861-7726
Email: anickerson@hdlcompanies.com

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91344
Attn: City Manager
Phone: (818) 898-1203
Fax: (818) 365-8090
Email: nkimball@sfcity.org

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

PROFESSIONAL SERVICES AGREEMENT

Development of a Local Cannabis Regulation and Permitting Program

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term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

PROFESSIONAL SERVICES AGREEMENT**Development of a Local Cannabis Regulation and Permitting Program**Page 15 of 15

- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, 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.

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**Hinderliter, de Llamas and Associates**

By: _____
Nick Kimball, Interim City Manager

By: _____
Andrew Nickerson, President

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

City of San Fernando

Development of a Local Marijuana Management Program

HdL Companies
1340 Valley Vista Dr., Suite 200
Diamond Bar, CA 91765
www.hdlcompanies.com

Contact:
Andy Nickerson
909.861.4335
anickerson@hdlcompanies.com



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*Development of a Local Marijuana Management Program
City of San Fernando, CA*

March 16, 2017

I. LETTER OF TRANSMITTAL

March 16, 2017

Mr. Federico Ramirez, Community Development Director
City of San Fernando
San Fernando Community Development Department
117 Macneil Street
San Fernando, CA 91340

Re: Request for Qualifications and Quotations: Development of a Local Marijuana Management Program

Thank you for the opportunity to present this proposal to prepare City Ordinance(s), an application and review process, cost-recovery policy and recommendations to develop an ongoing taxation and regulatory compliance program related to marijuana-business activities. HdL meets all the qualifications set forth in the Request for Qualifications and Proposals.

HdL was founded in 1983 and has over 30 years of experience providing professional consulting services to local governments throughout California. HdL was established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and marijuana regulation and taxation. The firm also provides a variety of enterprise software products for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 47 counties, 299 cities and 99 transactions tax districts in California.

Of interest to you and your City is our knowledgeable team of professionals who have direct experience with establishing and implementing Marijuana Management Programs for both medical and adult recreational use marijuana; including establishing land-use regulations, cost recovery plans, applications processes, implementation of State and local regulations, and financial/regulatory compliance for marijuana-related businesses.

We look forward to the opportunity to partner with the City of San Fernando to develop a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me at 909.861.4335 ext. 333 or anickerson@hdlcompanies.com or David McPherson at 909.861.4335 ext. 348 or dmcpherson@hdlcompanies.com.

Sincerely,



Andy Nickerson
President, HdL Companies

II. SCOPE OF WORK

The regulation and taxation of marijuana-related businesses is complex and filled with challenging issues. Developing comprehensive and equitable taxation and regulatory compliance programs for the Medical Cannabis Regulation and Safety Act (MCRSA) and Proposition 64 Adult Use Marijuana Act (AUMA) are some of the biggest challenges facing local governments throughout California.

HdL's staff has over 7 years of experience developing, designing, reviewing and creating regulatory programs for state, county and local agencies. The Scope of Work to be provided by HdL shall include:

- Kick off meeting(s) with City Staff, City Sub Committees and Community Stakeholders;
- Represent City Administration as requested for meetings with City staff, cannabis permittees, and State Agencies as requested;
- Review and analyze city ordinance(s) and provide recommendations to ensure compliance with all state and local laws and conforms to the best practices for regulating cannabis businesses in the City;
- Monitor MCRSA and AUMA policy development and provide feedback to City staff to ensure the City is in compliance with any changes which may impact the development of the City's strategy to regulate and tax marijuana-related businesses which will be permitted in the City;
- Participate in staff meetings, conference calls, and respond to staff inquiries via phone and email, review staff reports to city council and assist with responses to inquiries from the public;
- Conduct a Community Outreach program including meetings with internal and external stakeholders, City Council, industry representatives and the public;
- Develop a fit gap analysis and create a cost recovery plan for costs associated with the City's Marijuana Management program;
- Design, create and implement a merit-based application process which takes into consideration all the key elements of a successful process, and
- Establish a compliance program to ensure internal controls and accountability with permittees.

Objective 1: Coordination with City Staff and City Attorney

HdL staff will participate in a project kick-off meeting with City Staff and the City Attorney to review and understand the City's current marijuana ordinance, needs for additional regulations/programs, communication protocols and review of applicable planning documents. HdL will also provide ongoing coordination with community groups, City Council and the public to offer guidance on the regulation of marijuana-related business activities when requested by City administration.

HdL will provide subject matter expertise and technical support, including working with City staff on all issues related to marijuana tax policies, land use issues, energy and water requirements, CEQA, regulatory ordinances, fiscal analysis for cost recovery and taxation strategies, compliance reviews, merit-based application process and industry business practices to ensure a comprehensive engagement on these issues is accomplished.

Objective 2: Review Existing Ordinances for Medical and Non-Medical Marijuana

HdL has established a specialized cannabis services division with expert staff that have been working closely with the Department of Consumer Affairs, Department of Food and Agriculture, Department of Public Health and the State Board of Equalization in the implementation of the Medical Cannabis Regulatory and Safety Act (MCRSA) and Proposition 64 Adult Use Marijuana Act (AUMA). In addition, our staff has partnered with the League of California Cities, CSAC, and the Police Chiefs Association to develop policy and regulatory strategies to manage the Cannabis Industry in California. We have the resources and expertise to assist cities and counties with the design and implementation of all aspects of their regulatory and taxation policies and programs.

The firm will review the existing city ordinance(s) and provide recommendations to ensure compliance with all state and local laws to confirm the ordinance(s) conform to best practices for regulating cannabis businesses in the City. HdL will provide recommendations and changes to city ordinance(s), policy and procedures.

HdL has the experience to assist the City with drafting amendments into regulatory ordinances. In the past year, the firm has developed or reviewed over 35 ordinances for its clients. In addition, HdL has assisted 12 cities with marijuana-related regulation and taxation ordinances that were placed before voters on the November 2016 ballot which all successfully passed.

Objective 3: Community Outreach

HdL is recognized throughout the state as the leader in providing public outreach, study sessions and stakeholder meetings for policy makers as well as internal and external stakeholders related to marijuana policy and regulatory issues.

Our staff understands the importance of community outreach to ensure a successful Marijuana Management Program is implemented in the City. HdL's Cannabis Policy Advisor has over 16 years of experience in public policy, community engagement and advocacy from both the public and private sector. Our Cannabis Compliance Director has 7 years of experience developing one of the first cannabis regulatory programs in the country for a local municipality. Our Cannabis Compliance Manager has over 5 years of experience developing state regulatory programs and was one of the original regulators to develop marijuana policies for the state of Colorado. HdL also employs a Cannabis Outreach Coordinator who has training and expertise in developing community-based outreach programs.

In the last 2 years, HdL has conducted over 75 workshops for professional organizations and local governments. Our public involvement process brings together all segments and geographies of the community including: elected officials, public agency staff, law enforcement, industry stakeholders, community groups and marijuana users. Our team will conduct the necessary outreach programs specific to the City of San Fernando including public outreach, study sessions with decision makers, stakeholder meetings and public hearings and provide expertise on city code amendments, a merit-based application process, cost recovery fees, and tax policy in compliance with Proposition 218.

Objective 4: Preparation of Medical and Non-Medical Marijuana Program

1. Draft City Code Amendments

HdL will review, analyze and provide recommendations to the City to develop regulations which comply with MCRSA, AUMA and local laws. The recommendations will evaluate best practices related to time, place and manner issues to develop and maintain an robust and enforceable regulatory structure that meets community goals and ensures public safety. These include but are not limited to business location, hours of operation, signage, advertisements, physical security, smell, site, reporting requirements and employee badge requirements.

2. Discretionary Review and Entitlement Process

HdL has worked with numerous clients in developing discretionary review and entitlement processes which are best suited for each community such as Conditional Use Permits, Development Agreements and Special Regulatory Permits.

The firm will work with City administration and policy makers to determine the best entitlement strategy to ensure land use, public safety and welfare concerns of the public agency.

3. Licensing and Zoning Districts

HdL will utilize its cannabis experience, proprietary software and database to evaluate regional cannabis-industry trends, demographics and geographical location of the City to determine the appropriate number of licenses and zoning districts that would be allowed for medical and non-medical cultivation, manufacturing, extraction, packing, labeling and testing of commercial sales.

4. Cost Recovery Fees

To develop a cost recovery fee, HdL will analyze the costs of staff time, overhead, fringe benefits, consultants and other services associated with the regulatory process. HdL staff has experience developing medical and non-medical marijuana regulatory fees and doing a “fit gap” analysis of staff responsibilities and time allotted to this program to establish appropriate fees for the City’s level of oversight and enforcement of the regulatory process.

5. Tax Policy in Compliance with Proposition 218

HdL's staff has extensive experience developing tax policies that comply with Proposition 218. In the past year, HdL developed 12 marijuana-related tax measures which successfully passed in the November 2016 election. The firm is currently in the process of working with several other agencies to develop tax policies and ballot measures. Each of these is designed to provide the greatest flexibility in economic benefits to the City and strategically designed to address changes to the economy. These tax strategies also also created to comply with MCRSA, AUMA and Proposition 218 to ensure smooth implementation for local agencies.

6. Merit-Based, Multi-Phase Application and Permitting Process

HdL staff will work collaboratively with City staff in developing the Marijuana business application and recommend fees for each phase of the process to ensure cost recovery of staff resources. HdL will screen and review applications for each permit category and make recommendations to the City on which applicants should be approved for each phase of the application process.

Application Development and Submittal Requirements

Phase I will require each member of the applicant's team to complete the application materials, which will include a Live Scan form or alternative background requirements, Release and Authorization form and Disclosure and Acknowledgement form.

Prior to Phase II, HdL staff experienced with developing "best practice" for Marijuana facility applications will collaborate with City staff to certify all information desired by the City is incorporated in the Marijuana business application. HdL will review the City's ordinance requirements, the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (2008), and new regulatory requirements established by MCRSA and AUMA. Furthermore, HdL will develop evaluation criteria to be used for the review process in accordance with the City of San Fernando's proposed regulatory ordinance. In addition to the documents and minimum standard requirements for the filing of the application, the Request for Permit Application (RFP) will consider these seven (7) key components of the application.

The criteria to be used in the decision process will include the following but not be limited to these categories:

- Location of the proposed facility
- Articles of incorporation
- Live scan submissions
- Proof of capitalization

- Proof of insurance
- Business plan (includes building & construction, security plan and fire plan)
- Industry experience

Application Review and Initial Ranking

HdL will review all applications to identify incomplete submissions for immediate disqualification, omissions of live scan submissions or other background requirements of all business partners, and applications which do not conform to zoning requirements for their perspective permit specifically authorized by the RFPA. The best submissions will be forward thinking and deploy solutions that identify “green” practices, while employing “sustainable” energy and waste solutions, and implement the “best practices” available in the cannabis industry. Consideration will be given to applications designed to reduce and address concerns the City may have regarding nuisance behavior, environmental issues, or product safety.

The specific criteria which will be used in evaluating and rating the applications shall include the following:

- Overall quality of the proposal including responsiveness and conformance to RFPA requirements for content and format;
- Quality and appropriateness of proposed applicant team, professional experience and background of primary applicants and key sub lessees;
- Key personnel, project location, and other management staff with required experience and skills relevant to this project;
- Primary applicants experience and ability to manage operations of proposed facility, scheduling of work, cost estimating and budget management;
- Primary makeup of applicant’s corporate board, and prior experience working with local government agencies;
- Patient tracking, product inventory management and recordkeeping;
- Quality and appropriateness of proposed site, business model, organization, and knowledge and experience working with specific legal codes and regulations;
- Transportation plan describing the procedures for safely and securely transporting cannabis products and currency;
- Applicants use and implementation of solutions designed to reduce and address any actual or potential concerns of the City and its residents, and
- Any other additional information which the City would like to incorporate into the selection process which they deemed necessary.

Preliminary Results and Recommendations:

All applications will be individually scored by HdL staff and consolidated into a single results spreadsheet to allow for easy evaluation of results. The scoring spreadsheet will be provided to the City, along with HdL's recommendations. The top ten (10) applicant's submissions from Phase II, in each permitted category, will move on to Phase III.

Each of the ten (10) finalists, if applicable, from each category will be reviewed and rated based on ten (10) point categories. An applicant's score for points will be based on their ability to meet or exceed minimum requirements in the ten (10) categories. Applicants must provide information on how they plan to meet these point categories. Such action will become a mandatory condition of their permit. Failure to meet or comply with this requirement will subject applicants to penalties and/or revocation proceedings. These categories include the following:

- | | |
|----------------------------|------------------------------------|
| 1. Final Proposed Location | 6. Labor and Employment Practices |
| 2. Business Plan | 7. Local Enterprise |
| 3. Community Benefits | 8. Neighborhood Compatibility Plan |
| 4. Enhanced Product Safety | 9. Qualifications of Principals |
| 5. Environmental Benefits | 10. Safety and Security Plan |

Optional Phase: Expertise Examination

The City may at its discretion develop more stringent requirements to identify the most qualified applicants from this phase of the process by requiring an examination from a designated managing member of the applicant's collective. The City may award up to twenty-five (25) additional points for the examination responses.

The exam will test the applicant's familiarity with the City of San Fernando Ordinance, MCRSA and AUMA, California law, as well as the Attorney General's guidelines on Medicinal Cannabis. Examination scores will be added to the original score total. After all applicants have been allocated their points and exam scores, the appropriate number of applicants as determined by the City in the selected categories will then move to Phase IV.

Facility Inspection and Interview Panel Support

HdL will assist City staff with conducting site verification prior to Phase III. In addition, HdL staff will prepare panel interview questions to be used by City staff for the final ranking of candidates.

The top ten (10) Applicants will advance to a panel interview by the Selection Committee. Prior to scheduling the panel interviews all proposed site locations will be inspected to determine if applicants have been operating prior to being issued a permit. Any applicants identified as having been in operation without a permit will be disqualified. If it is determined

that an operation was pre-existing but failed to pay past taxes, such non-disclosure of this information will cause the application to be disqualified from consideration. In addition, any misrepresentation, failure to disclose, or withholding of information pertinent to this application process including but not limited to prior operations, board and management composition, pre-constructed sites, gross receipts, length of time operating, etc. may result in immediate disqualification.

Once the site inspection has been completed the applicants will be scheduled for a panel interview. The interview panel will consist of subject matter experts from the following areas: Economic Development, Community Development, Finance, Fire and Police. Please note it is HdL's recommendation that the City Attorney's Office not participate on this panel to remain neutral in case of an appeal or potential litigation which they must defend. However, it will be the City's sole discretion on how to address this issue.

Final Selection and Presentation to Council

- Following the objective ranking of the application materials and the interview panels scoring, HdL will assist staff in bringing forward for the City Council's consideration recommendations for issuing permits for the appropriate number of applicants for each permit type authorized.
- HdL will be available to assist City staff with responses to questions or to provide other assistance at City Council meetings.

III. QUALIFICATIONS

1. Key Personnel

Our team of professionals has over 20 years of direct experience establishing and implementing medical and retail cannabis regulatory and taxation programs which include establishing land-use regulations, permit processes, staffing plans, cost recovery fees, structuring cannabis business tax fees, regulatory compliance, financial audits and law enforcement training. Our team has conducted over 10,000 cannabis compliance inspections and investigations in Colorado and California.

David McPherson, Cannabis Compliance Director

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64. Prior to joining the firm, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Services Program. While working for the City of Oakland, he became the first Tax Administrator in the Country to successfully tax, regulate and audit medical marijuana businesses. David has over 7 years of experience working with Marijuana regulatory programs.

David is one of the state's most recognized experts in cannabis horticulture, processing and dispensary operations. He uses his experience to assist local and state agencies in developing marijuana policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities and lobbyists on the development of AB 243, SB 243 and AB 266 which established the Medical Cannabis Regulation and Safety Act (MCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California, and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the Cannabis Industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

Mark Lovelace, Cannabis Policy Advisor

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy from both inside and outside of government. He is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016, where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first-ever six-county regional summit on cannabis issues in 2015, which resulted in the North Coast Counties Marijuana Policy Statement. His work and input were pivotal in guiding the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California (RCRC), the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Medical Cannabis Regulation, State legislators, the Department of Justice, Members of Congress and others. He has organized and led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and cannabis industry groups.

Mark received his Bachelor of Science Degree in Industrial and Product Design from California State University, San Jose. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

Matt Eaton, Cannabis Compliance Manager

Matt Eaton is the Cannabis Compliance Manager at HdL and plays a critical role in implementing the Marijuana Management Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 29 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED) Matt managed Criminal Investigators and civilian staff in the Denver Metro and Longmont Field Offices. During his 6 year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems. He understands the complexity of reviewing

data to ensure businesses are in compliance with state and local regulations. Matt was also responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in the State of Colorado. Matt is well known for his ability to maintain working relationships with Cannabis Industry leaders and external stakeholders in resolving issues.

Matt received his Bachelors of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an Adjunct Instructor teaching law enforcement principles related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Matt Hinderliter, Director Audit Services

During his 25-year tenure with HdL, Matt Hinderliter has directly participated in thousands of taxpayer audits. He is the author of an extensive audit training manual including information regarding complex point of sale issues and proposed changes in legislation and regulations. He created the state's first multi-dimensional audit process, which includes extensive data mining and web-based analysis combined with field investigations. He is responsible for quality control, and for ensuring HdL's audit techniques and programs remain at the industry's leading edge through continuous innovation and improvement. Mr. Hinderliter earned his Bachelor of Arts degree in Business Administration from California State University, Fullerton.

Stephanie Martin, Cannabis Outreach Coordinator

With over 28 years of diversified law enforcement experience, Stephanie has used her training and expertise to develop community-based partnerships, create and implement outreach programs and apply her communication skills for media relations. Stephanie's public service career included working as a Police Officer, Program Manager, and Community Affairs Officer for the Manhattan Beach Police Department. In these roles, Stephanie had supervisory responsibilities, managed budgets, performed training and interviewed/selected applicants. Stephanie also served as a DARE program coordinator for the City of Redondo Beach. Stephanie earned her Bachelor of Science degree from Chapman University in Orange California.

Ken Pfeiffer, Cannabis Project Manager

As Cannabis Project Manager, Ken assists our Northern California clients. He has 34 years' experience working in various business tax compliance roles with the State Board of Equalization, including 29 years in management. Most recently he served as Business Taxes Administrator III Board of Equalization, Director Field Office Cannabis Compliance Workgroup, where he was responsible for running workshops and conducting regulatory research. He also served as Director, Cannabis Compliance Pilot Project to study and

report on regulatory best practices, identify barriers to voluntary compliance, and recommend regulatory and administrative changes to increase compliance in the medical marijuana industry.

Ken has a Bachelor's degree in Business Administration from California State University, San Bernardino and continued his studies in the graduate program at California State University, San Bernardino in Business Administration and Management.

Elizabeth Eumurian, Senior Analyst

Elizabeth Eumurian is a Senior Analyst in HdL's Audit Department. Elizabeth previously worked for a large financial institution analyzing data for reporting anomalies and performing financial audits. She has also worked as a senior auditor in the entertainment industry. In this role, Elizabeth executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. Elizabeth earned her Bachelor of Arts degree in History from California State University, Fullerton.

Adam Crabtree, CEO of Nationwide Compliance Specialists (HdL Strategic Partner)

Adam Crabtree is the Founder and CEO of Nationwide Compliance Specialists, Inc. (NCS), headquartered in Denver, Colorado. After graduation, Adam began his career in banking, managing sales, operations and compliance for a Tier 1 bank. It was there that he recognized the inherent flaws and systemic disconnect between banks, state government, and the Cannabis Industry. Relying on his background in banking, his education, and his analytical acumen, he began to dig into the pain points that are at the center of these issues. It was at this point that the core of the NCS platform, the patent-pending predictive analytical algorithm, was born. The algorithm was written to gather numerous, seemingly unrelated, data points and analyze the interplay between them. After a successful testing period, NCS transformed the algorithm into a high-powered, near-real time, analytics engine capable of aggregating and analyzing tens of millions of data points that are then transformed into clear, concise, detailed reports. These reports are used to assist in decision-making and resource allocation in the financial, regulatory and governmental sectors. The NCS partnership with HdL has established a "one of a kind" financial auditing program which will help ensure that cannabis businesses are properly reporting taxes, fees and other data required by state and local agencies.

Adam's expertise with identifying and recognizing financial banking issues has given him the opportunity to work collaboratively with state and local officials as well as financial institutions in Colorado and California. He is often requested to conduct presentations about the current challenges for the Cannabis Industry and how the use of advanced analytics can help government overcome them. In addition, he has conducted presentations to the California State Assembly, Alaska Bar Association, State Board of Equalization, Native Nation, and numerous elected officials spanning from Hawaii to Massachusetts. Adam is a proud three-time graduate of the University of Colorado (BA, MBA, MSF).

Johan Klehs – Lobbyist

The firm engages Johan Klehs as its lobbyist to represent client interests in matters before the State Board of Equalization and the California State Legislature. In statewide office, Mr. Klehs served as Chair and a Member of the State Board of Equalization as well as a Member of the Franchise Tax Board. He also served 14 years as a Member of the California State Assembly and 4 years as a Member of the San Leandro City Council. In the Assembly, Mr. Klehs chaired the Assembly Revenue and Taxation Committee longer than any individual in California's history.

2. Proven Track Record

HdL has partnered with over 50 agencies on cannabis-related projects. Our scope of work includes all the requirements set forth in the Request for Qualifications and Quotations. Our services have included ordinance review, community outreach, merit-based application development and support, permitting process, cost recovery, fiscal analysis and compliance reviews.

References include:

Satwant Takhar

Administrative Services Director

City of Marysville

Phone: 503.749.3935

Email: stakhar@marysville.ca.us

Mic Steinmann

Community Development Director

City of Greenfield

Phone: 831.674.5591

Email: msteinmann@ci.greenfield.ca.us

Tom Weil

City Manager

City of California City

Phone: 760.373.7170

Email: Citymgr@Californiacity-ca.gov

Chris Callihan

City Attorney

City of Salinas

Phone: 831.758.7201

Email: chris.callihan@ci.salinas.ca.us

David Garcia

City Attorney

City of Lynwood

Phone: 310.603.0220

Email: david.garcia@tafoyagarcia.com**Michael Montgomery**

City Attorney

City of Maywood

Phone: 323.562.5700

Email: mbmontgomery@hotmail.com**3. Qualified Staff for Public Outreach**

HdL has worked with many local agencies to provide the services like those requested in this RFP. We are pleased to provide these work samples for your review.

David McPherson

While working for the City of Oakland, David McPherson became the first Tax Administrator in the Country to successfully tax, audit and regulate medical marijuana businesses. He was instrumental in working with community stakeholders, public safety interests and policymakers to develop thoughtful and responsible regulations for cannabis-related businesses. This work ultimately resulted in the successful passage of Ballot Measures F and V which levied a Cannabis Business Tax generating millions in annual tax revenues for the City.

Through its marijuana services contract with the City of Greenfield, HdL was requested by the City's Police Chief to assist with mitigating potential litigation and political corruption charges resulting from unfair and undue influences in the development of the City's marijuana business program. David McPherson assessed the situation and assumed responsibility for implementing the City's Marijuana Management Program. The HdL team successfully mitigated the situation by establishing a transparent process which received major support from policymakers, community stakeholders and the Cannabis Industry.

Matt Eaton

The City of Boulder began procedures to annex a small unincorporated section of land which contained 13 licensed marijuana businesses. The business owners refused to be licensed by the City of Boulder, expressing concerns that it was Boulder's desire to use the annexation as an excuse to put all 13 locations out of business.

The business owners initiated a public relations campaign and they engaged marijuana industry lobbyists to assist their efforts. As the annexation proceedings neared a close the marijuana businesses became increasingly argumentative. In his capacity as a state regulator, Matt Eaton negotiated with both parties to facility a smooth license transition. Matt worked with the marijuana business owners and lobbyists to identify and resolve some of the immediate regulatory violations as they pertained to the physical license premises. He was also responsible for communicating with both City and County officials to resolve licensing concerns. Matt's efforts facilitated a seamless state license transfer from one license authority to the other in addition to successfully addressing and resolving all industry concerns.

Mark Lovelace

As Chair of the Humboldt County Board of Supervisors in 2011 and 2016, Mark Lovelace led the Board through over 100 meetings and public hearings on many contentious issues including development of two cannabis cultivation ordinances and the County's General Plan Update.

As Humboldt County's representative on the California State Association of Counties (CSAC), Mark encouraged CSAC to take up the controversial topic of medical marijuana regulation. In 2010, CSAC formed its Medical Marijuana Working Group and appointed Mark as Co-Chair. Over the next seven years, Mark chaired and facilitated over 20 workshops, forums, presentations and panel discussions on the topic, helping to greatly expand the knowledge base on this complex issue and elevating the discussion to a legitimate policy issue. Mark also succeeded in advancing the first-ever medical marijuana policies for CSAC's legislative platform in 2014.

In 2014, Mark began working with the CEO of neighboring Mendocino County to plan and organize a regional summit to discuss shared issues regarding marijuana cultivation, regulation and anticipated legalization. Their work resulted in the first-ever regional summit of six North Coast counties in 2015. The summit led to the development of the *North Coast Counties Marijuana Policy Statement*, which helped guide legislators in development of the MCRSA and won a CSAC Challenge Award as a model of collaboration on a contentious issue.

In 2009, Mark revived the Coastal Counties Association, an organization comprised of California's 15 coastal counties. He served as Chair from 2009 through 2014, working to improve the strained working relationship between local governments and the Coastal Commission. In December of 2012, Mark designed and organized a successful and productive joint workshop between Coastal Counties, Coastal Cities and the Coastal Commission. That workshop resulted in real and tangible improvements to the local coastal planning process, including increased staffing assistance to help the Commission process LCP applications faster and a grant program to assist local governments with their workload. Mark's work with the Coastal Counties Association has led to a significant improvement in the Commission's working relationship with local governments.

IV. FEES

HdL's fee is based on time, materials and travel expenses associated with the execution of the services.

| Scope of Service Objectives | Estimated Hours of Labor/Budget |
|-------------------------------------------------------------------------------|----------------------------------------|
| Objective 1: Coordination with City Staff and City Attorney | 40 Hours/\$10,000 |
| Objective 2: Review Existing Ordinances for Medical and Non-Medical Marijuana | 10 Hours/\$2,500 |
| Objective 3: Community Outreach | 20 Hours/\$5,000 |
| Objective 4: Preparation of Medical and Non-Medical Marijuana Program | 155 Hours/\$38,750 |
| TOTAL | 225 Hours/\$56,250 |

Optional:

HdL can provide background investigations at \$300 per applicant.

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AGENDA REPORT

To: City Councilmembers

From: Mayor Sylvia Ballin

Date: May 1, 2017

Subject: Consideration to Ratify City Council Liaison Assignments List for 2017-2018

RECOMMENDATION:

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

BACKGROUND/ANALYSIS:

Each year, the City Council reorganizes which involves, in part, new (or re-appointed) liaison assignments to various commissions and organizations. Pursuant to Section 11.2 of the City Council Procedures Manual, the Mayor, with the consent of the majority of the City Council, may appoint liaisons to these committees (Attachment "A").

BUDGET IMPACT:

There is no impact to the budget by ratifying this list.

CONCLUSION:

Approval of the City Council Liaison Assignments will allow the City of San Fernando to have consistent and appropriate representation in various governmental associations of which the City is a participating member (Detailed Description List – Attachment "B").

ATTACHMENTS:

- A. Proposed City Council Liaison Assignments for 2017-2018
- B. City Council Liaison Assignments – Detailed Description

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

CITY COUNCIL LIAISON ASSIGNMENTS 2017-2018

Last Updated: May 1, 2017

| AGENCY/COMMITTEE | MEETING DAY | APPOINTEE(S) | NOTE |
|----------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------------------------|
| San Fernando City Chamber of Commerce | TBD | Vacant (4/13/17) | |
| San Fernando Downtown Mall Merchants Association | Mornings (as needed) | Robert C. Gonzales Alt: Joel Fajardo | |
| City Selection Committee (L.A. County) | Night | Antonio Lopez Alt: Robert C. Gonzales | |
| Valley Economic Alliance | Day | Jaime Soto | |
| California High-Speed Rail Authority Standing Committee | Vary (as needed) | Lead: Joel Fajardo Sylvia Ballin | |
| Independent Cities Association (ICA) | Night | Robert C. Gonzales Alt: Antonio Lopez | |
| Independent Cities Risk Management Authority (ICRMA) | Day | Sylvia Ballin Alt: Nick Kimball Sub Alt: Michael Okafor | <i>Adoption of a new Resolution is required when Boardmembers are changed</i> |
| Independent Cities Finance Authority (ICFA) | Day | Sylvia Ballin Nick Kimball | <i>Adoption of a new Resolution is required when Boardmembers are changed</i> |
| League of California Cities | 1 st Thursday Evening | Antonio Lopez Alt: Robert C. Gonzales | |
| San Fernando Valley Council of Governments (SFVCOG) | TBD | Joel Fajardo | |
| Southern California Association of Governments (SCAG) | 1 st Thursday Morning | Antonio Lopez | |
| Transit Oriented Development (TOD) Overlay Zone Project Development Ad Hoc Committee | | Jaime Soto Antonio Lopez | |
| Metropolitan Water District (MWD) of Southern California | Day | Sylvia Ballin | |
| Los Angeles County Metropolitan Transportation Authority (MTA) East San Fernando Valley Transit Corridor | Vary (as needed) | Robert C. Gonzales | |
| Los Angeles County Metropolitan Transportation Authority (MTA) San Fernando Valley Service Council | 1 st Wednesday Evening | Robert C. Gonzales | |
| Greater Los Angeles County Vector Control District | 2 nd Thursday Evening | Nina Herrera | <i>Four Years – Through 01-2021 (City Council action 12-5-16)</i> |

CITY COUNCIL LIAISON ASSIGNMENTS – Detailed Descriptions

Page 1 of 3

| Agency / Committee | Meet | Appointee | Purpose / Other Information |
|-----------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| San Fernando City Chamber of Commerce | No set meeting day/time | Vacant (4/13/2017) | (No other information has been provided to the City) |
| San Fernando Downtown Mall Merchants | No set meeting day/time (as-needed to allow merchant participation) | Required (No) | To enhance and promote our downtown mall. Stipend – No |
| City Selection Committee (Los Angeles County) | Night, 3 – 4 per year, at the call of Chair | Required (Mayor) Alt Required (Councilmember) | To appoint City representatives to such boards, commissions and agencies as may be required by law; i.e., LAFCO, SCAQMD, LACoMTA, LACo Hazardous Waste Management Advisory Committee; and to nominate for appointment of members to the California Coastal Commission. http://cityselection.lacounty.gov/ Stipend – No |
| Valley Economic Alliance | Day | Required (Mayor) Alt Required (No) | Private, non-profit economic development and marketing corporation that works with public and private stakeholders for the purpose of growing and sustaining the economic base of the SFV and improving the quality of life in the five-city region (Calabasas, Burbank, Glendale, LA and SF). http://www.thevalley.net/ Stipend – No |
| California High-Speed Rail Authority | Date/Time/Location Vary | Lead: (No, but in City's best interest) Alt Required (No) <i>Staff Contact: Community Development Director</i> | Responsible for planning, designing, building and operation of the first high-speed rail system in the nation. California high-speed rail will connect the mega-regions of the state, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, the system will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a state-wide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the state's 21st century transportation needs. City Council Ad Hoc Committee (Lopez/Gonzales) created on 10/21/13. http://www.hsr.ca.gov/ Stipend – No |
| Independent Cities Association (ICA) | Night | Required (No) Alt Required (No) | ICA is a 501 (c)(3) nonprofit, public benefit corporation created in 1960. It is made up of 48 member cities in the Southern California area. The organization focuses on education, legislative advocacy, intergovernmental relationships and other major issues that transcend the boundaries of its member cities. It is governed by a 26 member Board of Directors elected by the member cities; maintains public/private partnerships with carefully selected public and private sector organizations to further interests of all concerned. http://icacities.org/ Stipend – No |
| Independent Cities Risk Management (ICRMA) | Day, Usually occurs in Feb/ Apr/ Jun/ Aug/ Oct/ Dec | Required (Elected Councilmember) Alt Required (Elected Councilmember or Appointed Staff) | Pool of 22 cities that share costs of purchasing and funding excess insurance and risk management services. Participating cities share the risk per loss occurrence beyond the self-insured retention (SIR) Adoption of a new Resolution is required when Boardmembers are changed or added http://www.icrma.org/ Stipend – No |
| Independent Cities Finance Authority (ICFA) | Lunch meetings 4 times per year (alternate locations) | Required (Elected Councilmember) Alt Required (Staff Member) | ICFA is an unaffiliated joint powers authority that provides programs (that help address California's housing crisis) to local governments, nonprofits, and other agencies. ICFA also helps fund a variety of capital improvements for municipalities, schools, special districts, and Mello-Roos facilities, as well as projects impacting the economic development of a community. Pool of 9 member cities (i.e., Baldwin Park, Compton, Hawthorne, Hermosa Beach, Huntington Park, Lynwood, South Gate, and San Fernando) and 55 associate member cities. Adoption of a new Resolution is required when Boardmembers are changed or added http://www.icfaauthority.org/ Stipend - \$150 per meeting (Max of 4 mtgs per year - \$600 cap) |

CITY COUNCIL LIAISON ASSIGNMENTS – Detailed Descriptions

Page 2 of 3

| Agency / Committee | Meet | Appointee | Purpose / Other Information |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| League of California Cities | No longer hold regular monthly meetings (evenings) | Required (Councilmember) Alt Required (No) | Recognized and respected as the leading advocate for the common interests of California's Cities; to restore and protect local control through education/advocacy in order to enhance the quality of life. Stipend – No |
| San Fernando Valley Council of Governments (SFVCOG) | Usually 1x/month 10:00 am (Van Nuys) | Required (Councilmember) Alt Required (Councilmember) <i>Staff Contact: Community Development Director</i> | To discuss and formulate representation and advocacy at the regional, state and federal levels regarding planning for land use, housing, transportation, environmental and other related issues impacting the SFV; would operate as a sub-regional COG within the SCAG region; will have an opportunity to access state and federal planning funds for regional planning and transportation programs through SCAG, which has the potential to directly benefit local planning efforts within City of SF and the other cities in the sub-region. http://www.sfvco.org/ Stipend – No |
| Southern California Association of Governments (SCAG) | Morning, 1 st Thurs. General Assembly meeting in May | Required (Selected by Mayor) Alt Required (Selected by Mayor) <i>During the year, city delegates and alts may or may not change. Names should be submitted prior to April.</i> | Under the guidance of the Regional Council and in collaboration with partners, the mission is to facilitate a forum to develop and foster the realization of regional plans that improve the quality of life for So. Calif. Regional Council is comprised of 75 elected officials representing 187 cities, 6 counties, 4 County transportation commissions, and a tribal government representative within Southern California. Santa Clarita and San Fernando alternate every two years. SF will be on the SCAG Board in 2015 (per Lillian Harris-Neal) http://www.scag.ca.gov/Pages/default.aspx Stipend - \$120 per meeting & mileage reimbursement; Max. of 6 per month |
| Transit Oriented Development (TOD) Overlay Zone Project Development Ad Hoc Committee | | Two Council Ad Hoc Members | In May 2013, the City entered into an agreement with Metro accepting \$282,392 in Metro Transit Oriented Development (TOD) Planning Grant Award funds to prepare the City of San Fernando TOD Overlay Zone Project, inclusive of the Zone Code and General Plan Amendment and associated EIR. In May 2014, the City Council approved a Professional Services Agreement with Sargent Town Planning to Prepare the City of San Fernando TOD Overlay Zone. In August 2014, City Council approved the make-up of an 11-member Development Ad Hoc Committee including two Councilmembers. |
| Metropolitan Water District (MWD) of Southern California | Day, 3 official meeting dates per month, and other functions | Required (No, but in the City's best interest) Alt Required (Not allowed) | Sell high-quality water to member agencies and have a responsibility to meet current and future water needs in an environmentally and economically responsible way; in 1972, City paid millions to become a MWD member; Board members are often invited to present awards or attend receptions; 100% voluntary http://www.mwdh2o.com/ Stipend – No, but mileage reimbursement and expenses |
| L.A. County Metropolitan Transportation Authority (MTA) East San Fernando Valley Transit Corridor | Day, Usually meets once per month at alternating city locations; time varies | Required (No, but in City's best interest) Alt Required (No) <i>Note: Public Works Director regularly attends</i> | 12 cities make-up the Northern region within MTA service area; meetings include information on Regional Rail system, State and Federal updates, the call for projects and other transportation related issues. http://www.metro.net/projects/east-sfv/ Stipend – No |
| L.A. County Metropolitan Transportation Authority (MTA) San Fernando Valley Service Council | Night, 1 st Wed. 6:30 – 8:30 pm Marvin Braude Constituent Center 6262 Van Nuys Blvd., Van Nuys | Appointee can be private citizen who is a regular transit user Alt Required (No) <i>Note: Appointment process is expected to change if the SFVCOG is established, whereby the SFVCOG will appoint members to the Council</i> | Responsible for studying and planning public transportation service to improve efficiency within Metro SFV; make recommendations to the MTA Board regarding service issues; work with transit planners and local authorities/transit operators to ensure coordination of service; hold public hearings to gain input on proposed changes. Not responsible for fare and pass structures, new project construction or Metro Rail. Coordinate w/ Glendale to determine who can best represent the tri-cities (Burbank currently has a rep) http://www.metro.net/about/local-service-councils/sfv/ Stipend - \$100 per mtg; max. of \$200 per month |

CITY COUNCIL LIAISON ASSIGNMENTS – Detailed Descriptions

Page 3 of 3

| Agency / Committee | Meet | Appointee | Purpose / Other Information |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Greater Los Angeles County Vector Control District (GLACVCD) | Night, 2 nd Thurs 7 pm District Headquarters 12545 Florence Ave Santa Fe Springs, CA 90670 | Required (Must be a registered voter) Alt Required (Does not recognize) | <p>Public health agency committed to providing vector control and disease abatement for 34 member cities and areas of LACo; appointed representative is one of 35 Trustees who make policy, determine the budget, and oversee the operations of the District. Per State Health and Safety Code, representatives must be appointed to serve a full 2 or 4 year terms or to fill an unexpired term; should not be appointed on a yearly basis; once appointed, will serve until the expiration of his/her term unless he/she resigns or is no longer a voter and resident within the respective county or city of the appointing body. SHSC 2022 (a – e); Subsections b requires that each person appointed by a city council to be a member of board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.</p> <p>www.glacvcd.org</p> <p><i>Stipend - \$100 per month to cover travel expenses</i></p> |