



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA

OCTOBER 1, 2018 – 6:00 PM

CITY HALL 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 Director of Community Development Timothy Hou

**APPROVAL OF AGENDA**

**PRESENTATIONS**

- a) COMMUNITY PLANNING MONTH  
Director of Community Development Timothy Hou
- b) REPEAL OF SENATE BILL 1 – THE ROAD REPAIR AND ACCOUNTABILITY ACT  
Director of Public Works/City Engineer Yazdan (Yaz) Emrani
- c) PRESENTATION BY FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS REGARDING STREET NAME "MACLAY AVENUE"  
Mayor Sylvia Ballin
- d) INTRODUCTION OF NEW CESAR E. CHAVEZ LEARNING ACADEMIES PRINCIPALS –
  - ARTS THEATER ENTERTAINMENT MAGNET PRINCIPAL ANNE MASCHLER
  - SOCIAL JUSTICE HUMANITAS ACADEMY PRINCIPAL JEFF AUSTINLos Angeles Unified School District Director of Secondary Schools Michelle Barker

**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – October 1, 2018**Page 2 of 3

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**DECORUM AND ORDER**

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

**PUBLIC STATEMENTS – 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.

**CITY COUNCIL - LIAISON UPDATES****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 THE MINUTES OF:**

- a) AUGUST 20, 2018 – SPECIAL MEETING**
- b) SEPTEMBER 17, 2018 – SPECIAL MEETING**

**2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 18-101 approving the Warrant Register.

**3) CONSIDERATION TO ADOPT A RESOLUTION SUSPENDING SECTION 54-5 (CAMPING) OF THE SAN FERNANDO CITY CODE FOR ONE NIGHT ONLY FOR THE DIA DE LOS MUERTOS 5K RELAY RUN/WALK EVENT**

Recommend that the City Council adopt Resolution No. 7890 suspending Section 54-5 (Camping) of the San Fernando City Code for one night only at Recreation Park for the Dia de Los Muertos 5K Relay Run/Walk event for community altar participants, between the hours of 10:00 p.m. Friday, October 26, 2018, and 6:00 a.m. Saturday, October 27, 2018.

**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – October 1, 2018**

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**ADMINISTRATIVE REPORT****4) REVIEW AND DISCUSS A REQUEST FOR PROPOSAL FOR FINANCIAL ADVISOR SERVICES TO DEVELOP COST PROJECTIONS AND RECOMMENDATIONS FOR VARIOUS FUNDING STRATEGIES RELATED TO THE CITY'S PENSION AND OTHER POST EMPLOYMENT BENEFIT LIABILITIES**

Recommend that the City Council:

- a. Review the draft Request for Proposal (RFP) for Financial Advisor Services to develop Pension and Other Post-Employment Benefit cost projections and provide recommendations for various funding strategies to address the long-term costs;
- b. Appoint an Ad Hoc committee to review proposals, interview firms, and recommend selection of a firm to the full City Council; and
- c. Authorize the City Manager to release the RFP.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES****GENERAL COUNCIL COMMENTS****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: September 27, 2018 (2:00 p.m.)

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*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website ([www.sfcity.org](http://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](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk 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**

**AUGUST 20, 2018 – 5:00 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Vice Mayor Antonio Lopez called the meeting to order at 5:03 p.m.

Present:

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

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

Absent: Mayor Sylvia Ballin (previously notified staff that she would be on vacation)

**APPROVAL OF AGENDA**

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

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (5:03 P.M.)**

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

**A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

City Manager Alexander P. Meyerhoff

Deputy City Manager/Director of Finance Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – August 20, 2018**

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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) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive,  
City of San Fernando  
Agency Negotiator: City Manager Alexander P. Meyerhoff, Lead Negotiator  
Deputy City Manager/Director of Finance Nick Kimball  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: San Fernando Community Health Center  
• Audrey Simons, Chief Executive Officer  
Partners in Care Foundation  
• June Simmons, President/Chief Executive Officer  
Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real Property

**C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles  
Agency Negotiator: City Manager Alexander P. Meyerhoff, Lead Negotiator  
Director of Public Works/City Engineer Yazdan (Yaz) Emrani  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: Christina Garay, LA Homes 4 U, on behalf of owner Richard C.  
Patterson  
Under Discussion: Price and Terms of Payment Regarding Acquisition of Real Property

**D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: City owned parcels at Assessor Parcel Numbers 2521-031-901, 902 &  
903 (San Fernando Mission Blvd., between Celis St. and Pico St.),  
City of San Fernando  
City Negotiators: City Manager Alexander P. Meyerhoff  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: Aszkenazy Development, Inc.  
c/o Aaron Aszkenazy  
Under Negotiation: Price and Terms of Payment as it Relates to Leasing or Purchasing of  
Real Property

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – August 20, 2018  
Page 3**

**RECONVENE /REPORT OUT FROM CLOSED SESSION (6:00 P.M.)**

Assistant City Attorney Padilla reported that regarding Items A-D, updates were provided by City staff, feedback was given by the City Council but no final action was taken on any of the items.

**ADJOURNMENT (6:01 P.M.)**

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adjourn. By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of August 20, 2018, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez, CMC  
City Clerk*



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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**SEPTEMBER 17, 2018 – 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 5:07 p.m.

Present:

Council: Mayor Sylvia Ballin and Councilmembers Joel Fajardo, Jaime Soto, and Robert C. Gonzales (arrived at 5:10 p.m.)

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

Absent: Vice Mayor Antonio Lopez

**APPROVAL OF AGENDA**

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

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (5:08 P.M.)**

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

**A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

City Manager Alexander P. Meyerhoff

Deputy City Manager/Director of Finance Nick Kimball

City Attorney Rick Olivarez

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – September 17, 2018**

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

**B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive,  
City of San Fernando  
Agency Negotiator: City Manager Alexander P. Meyerhoff, Lead Negotiator  
Deputy City Manager/Director of Finance Nick Kimball  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: San Fernando Community Health Center  
• Audrey Simons, Chief Executive Officer  
Partners in Care Foundation  
• June Simmons, President/Chief Executive Officer  
Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real Property

**C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles  
Agency Negotiator: City Manager Alexander P. Meyerhoff, Lead Negotiator  
Director of Public Works/City Engineer Yazdan (Yaz) Emrani  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: Christina Garay, LA Homes 4 U, on behalf of owner Richard C.  
Patterson  
Under Discussion: Price and Terms of Payment Regarding Acquisition of Real Property

**D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: City owned parcels at Assessor Parcel Numbers 2521-031-901, 902 &  
903 (San Fernando Mission Blvd., between Celis St. and Pico St.),  
City of San Fernando  
City Negotiators: City Manager Alexander P. Meyerhoff  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: Aszkenazy Development, Inc.  
c/o Aaron Aszkenazy  
Under Negotiation: Price and Terms of Payment as it Relates to Leasing or Purchasing of  
Real Property



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SPECIAL MEETING MINUTES – September 17, 2018  
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**E) PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

G.C. §54957

Title of Employee: City Attorney

**F) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: 208 Park Avenue, San Fernando, CA 91340

City Negotiators: City Manager Alexander P. Meyerhoff

Director of Recreation & Community Services Julian J. Venegas

Negotiating Parties: Doug Decauwer of Assurance Realty on behalf of Sprint Wireless

Under Negotiation: Price and terms of payment as relates to possible lease or license for  
25' x 25' area portion of the subject property

**RECESS (6:06 P.M.)**

**RECONVENE/RECESS TO CLOSED SESSION (9:45 P.M.)**

**RECONVENE /REPORT OUT FROM CLOSED SESSION (10:15 P.M.)**

Assistant City Attorney Padilla reported that for Items A, B, and D, Vice Mayor Lopez was absent. For Items C and F, both Vice Mayor Lopez and Councilmember Soto were absent. He reported the following:

Item E – Was not heard.

Item A – An update was provided by staff, feedback given by the City Council but no final action was taken.

Items B, C, D, and F – Updates were provided by staff, general direction was given by the City Council but no final action was taken.

**ADJOURNMENT (10:15 P.M.)**

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adjourn. By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of September 17, 2018, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez, CMC  
City Clerk*





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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** October 1, 2018

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 18-101 (Attachment "A") approving the Warrant Register.

### BACKGROUND:

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

The Deputy City Manager/Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Deputy City Manager/Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

### ATTACHMENT:

A. Resolution No. 18-101

**ATTACHMENT "A"****RESOLUTION NO. 18-101****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-101****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 October, 2018.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 1<sup>st</sup> day of October, 2018, by the following vote to it:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

**vchlist**

09/26/2018

8:49:59AM

### Voucher List

CITY OF SAN FERNANDO

Page:

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211764	10/1/2018	100066 ADS ENVIRONMENTAL SERVICES,INC	22291.22-0718		JULY-WASTEWATER FLOW MONITORING	
				11718	072-360-0000-4260	1,615.05
			22291.22-0818		AUG-WASTEWATER FLOW MONITORING	
				11718	072-360-0000-4260	910.00
					<b>Total :</b>	<b>2,525.05</b>
211765	10/1/2018	891969 ADVANCED PURE WATER SOLUTIONS	36495711-1018		DRINKING WATER	
					001-222-0000-4300	101.82
					<b>Total :</b>	<b>101.82</b>
211766	10/1/2018	887377 AKEMON, DOLORES	SEPT 2018		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
211767	10/1/2018	891929 ALL AMERICAN CLEANERS	10706		TABLE CLOTHES CLEANING	
					001-424-0000-4260	55.00
					<b>Total :</b>	<b>55.00</b>
211768	10/1/2018	893002 ARTEAGA, ANGIE	2000382.001		YOUTH SOCCER REFUND	
					017-3770-1328	108.00
					<b>Total :</b>	<b>108.00</b>
211769	10/1/2018	102530 AT & T	818-270-2203		PD NETWORK LINE-AUG 2018	
					001-222-0000-4220	235.03
					<b>Total :</b>	<b>235.03</b>
211770	10/1/2018	889037 AT&T MOBILITY	287277903027		MODEM FOR ELECTRONIC MESSAGE	
					001-310-0000-4220	142.09
					<b>Total :</b>	<b>142.09</b>
211771	10/1/2018	889942 ATHENS SERVICES	5589994		STREET SWEEPING SERVICES-SEPT 2	
				11839	011-311-0000-4260	12,249.41
				11839	001-343-0000-4260	2,299.89
					<b>Total :</b>	<b>14,549.30</b>
211772	10/1/2018	889913 BALLIN, SYLVIA	TRAVEL		PER DIEM-CALPERS EDUCATIONAL FC	
					001-101-0101-4370	20.00

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**vchlist**

09/26/2018

8:49:59AM

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211772	10/1/2018	889913 BALLIN, SYLVIA	(Continued)		Total :	20.00
211773	10/1/2018	892426 BEARCOM	4728373	11807	COMPUTER MAINTENANCE CONTRAC 001-135-0000-4260	7,173.35
					Total :	7,173.35
211774	10/1/2018	892014 BERNAL, DAVID	SEPT 20118		COMMISSIONER'S STIPEND 001-310-0000-4111	50.00
					Total :	50.00
211775	10/1/2018	891301 BERNARDEZ, RENATE Z.	469		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
					Total :	250.00
211776	10/1/2018	892013 BERNSTEIN, DIANA	SEPT 2018		ALL ABILITIES ART CLASS INSTRUCTO 017-420-1343-4260	260.00
					Total :	260.00
211777	10/1/2018	892824 BLACK & WHITE	2515		REMOVE EMERGENCY EQUIP FROM P 041-320-0225-4400	300.00
			2542		REMOVE EMERGENCY EQUIP FROM P 041-320-0225-4400	300.00
					Total :	600.00
211778	10/1/2018	888800 BUSINESS CARD	090318		NEW PROGRAM SUPPLIES 017-420-1327-4300	473.99
			090318		POSTS BOOSTS 001-105-0000-4270	35.59
			090318		ANNUAL DUES 001-190-0000-4435	18.00
			090518		RGSTR-2018 CASQA ANNUAL CONF ON 001-310-0000-4370	525.00
			090618		REFUND CONF CANCELLED 001-310-0000-4370	-525.00
			090618		DINNER FOR CC & STAFF-CC MTG 09/( 001-101-0000-4300	58.10
			090618		DINNER FOR CC & STAFF-CC MTG 09/( 001-101-0000-4300	33.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211778	10/1/2018	888800 BUSINESS CARD	(Continued) 090618		ANNUAL DUES 001-190-0000-4435	-18.00
			090718		REPLACEMENT PARTS-LP PARK STAGI 004-2380	301.26
			090718		ANNUAL MEMBERSHIP DUES 001-105-0000-4380	100.00
			090718		NEW PROGRAM SUPPLIES 017-420-1327-4300	84.94
			091018		MEETING REGISTRATION 001-101-0111-4370	40.00
			091018		CONFERENCE PARKING 001-101-0109-4370	96.00
			091418		BUSINESS CARDS 001-150-0000-4300	151.92
					001-152-0000-4300	37.98
					001-222-0000-4300	138.88
			091418		BUS-SENIOR MUSIC GROUP TO LA CO 007-440-0443-4260	1,099.05
			091418		RGSTR-ASCE 2018 CONVENTION ON 001-310-0000-4370	745.00
			091418-1		HERITAGE DAY DECOR 004-2346	16.37
			091418-2		HERITAGE DAY DECOR 004-2346	45.02
			091718		REPLACEMENT FLAG POLE & BASE 004-2380	102.59
					<b>Total :</b>	<b>3,560.54</b>
211779	10/1/2018	100462 BYRD INDUSTRIAL ELECTRONICS	827-18		RE-TERMINATED WELL 7 RUN OUTPUT 070-385-0700-4600	720.00
					<b>Total :</b>	<b>720.00</b>
211780	10/1/2018	892464 CANON FINANCIAL SERVICES, INC	19220284	11827	CANON COPIERS LEASE PAYMENT-SE 001-135-0000-4260	649.93
					<b>Total :</b>	<b>649.93</b>

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CITY OF SAN FERNANDO

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211781	10/1/2018	103619 CARL WARREN & CO.	1853182		LEGAL SERVICES 006-190-0000-4800	1,000.00
			1853533		LEGAL SERVICES 006-190-0000-4800	375.00
			1853534		LEGAL SERVICES 006-190-0000-4800	375.00
			1853535		LEGAL SERVICES 006-190-0000-4800	750.00
			1853536		LEGAL SERVICES 006-190-0000-4800	375.00
					<b>Total :</b>	<b>2,875.00</b>
211782	10/1/2018	888296 CHIEF SUPPLY CORPORATION	78594		BRIEFCASES FOR LIDAR GUNS 001-222-0000-4300	148.47
					<b>Total :</b>	<b>148.47</b>
211783	10/1/2018	103029 CITY OF SAN FERNANDO	1061-1110		REIMB. TO WORKERS COMP ACCT 006-1038	14,212.39
					<b>Total :</b>	<b>14,212.39</b>
211784	10/1/2018	100747 COASTLINE EQUIPMENT	518249		GAS/DOOR SHOCK-WA2571 070-383-0000-4400	92.76
					<b>Total :</b>	<b>92.76</b>
211785	10/1/2018	892548 CONTRERAS, JESUS	082318		MUSIC FOR SENIOR DANCE-10/20/18 004-2380	1,100.00
					<b>Total :</b>	<b>1,100.00</b>
211786	10/1/2018	892888 CWE	18266	11788	SAN FERNANDO REGIONAL PARK INFI 010-310-0763-4600	11,247.52
				11788	010-310-0764-4600	5,623.76
				11788	070-385-0763-4600	5,623.75
					<b>Total :</b>	<b>22,495.03</b>
211787	10/1/2018	103868 DAVID EVANS & ASSOCIATES, INC	424614	11727	DESIGN SERVICES FOR SRTS CYCLE 012-311-0552-4600	4,772.50
			424615		DESIGN SERVICES FOR SRTS CYCLE :	

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vchlist 09/26/2018 8:49:59AM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211787	10/1/2018	103868 DAVID EVANS & ASSOCIATES, INC	(Continued)			
			426287	11728	012-311-0553-4600 DESIGN SERVICES FOR SRTS CYCLE	5,071.00
			426288	11727	012-311-0552-4600 DESIGN SERVICES FOR SRTS CYCLE	3,550.00
				11728	012-311-0553-4600	8,314.50
					<b>Total :</b>	<b>21,708.00</b>
211788	10/1/2018	893001 DINO LOCK & KEY	4404		FABRICATE & INSTALL CUSTOMIZED B 043-390-0000-4330	2,280.00
					<b>Total :</b>	<b>2,280.00</b>
211789	10/1/2018	892887 ENGINEERING SOLUTIONS SERVICES	1805-82B		GRANT ASSISTANCE SERVICES 001-310-0000-4270	7,980.96
				11781		<b>Total :</b> <b>7,980.96</b>
211790	10/1/2018	890879 EUROFINS EATON ANALYTICAL, INC	L0407980		WATER ANALYSIS-F757108 070-384-0000-4260	164.00
			L0409708		WATER ANALYSIS-F758503 070-384-0000-4260	164.00
					<b>Total :</b>	<b>328.00</b>
211791	10/1/2018	103851 EVERSOF, INC.	R1839909		WATER SOFTENER-WELL 2A 070-384-0000-4260	76.62
					<b>Total :</b>	<b>76.62</b>
211792	10/1/2018	101147 FEDEX	6-299-93320		COURIER SERVICE 001-190-0000-4280	61.15
					<b>Total :</b>	<b>61.15</b>
211793	10/1/2018	101211 FRANCO-RIVAS, SANDRA	REIMB.		MILEAGE REIMB-CDTFA CLASS 001-130-0000-4360	15.92
					<b>Total :</b>	<b>15.92</b>
211794	10/1/2018	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS 001-222-0000-4220	552.92
			209-150-5250-081292		RADIO REPEATER 001-222-0000-4220	45.95
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211794	10/1/2018	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-151-4941-102990		POLICE PAGING 001-222-0000-4220	41.70
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	45.82
			209-151-4943-081292		RADIO REPEATER 001-222-0000-4220	45.95
			818-361-0901-051499		SEWER FLOW MONITORING 072-360-0000-4220	50.02
			818-361-2385-012309		MTA & CREDIT CARD PHONE LINE 007-440-0441-4220	103.24
					001-190-0000-4220	51.62
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	411.04
			818-361-3958-091407		CNG STATION 074-320-0000-4220	47.34
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	51.62
			818-831-5002-052096		PD ACTIVITIES PHONE LINE 001-222-0000-4220	53.97
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE 001-222-0000-4220	24.55
			818-838-1841-112596		ENGINEERING FAX MODEM 001-310-0000-4220	25.31
			818-898-7385-033105		LAS PALMAS FAX LINE 001-420-0000-4220	29.07
					<b>Total :</b>	<b>1,580.12</b>
211795	10/1/2018	889352 GOMEZ, ADRIANA	SEPT 2018		COMMISSIONER'S STIPEND 001-420-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
211796	10/1/2018	101376 GRAINGER, INC.	9838123249	11853	MISC. SUPPLIES FOR BUILDING, ELEC 043-390-0000-4300	98.78
			9838123256	11853	MISC. SUPPLIES FOR BUILDING, ELEC 043-390-0000-4300	158.05
			9838220151		MISC. SUPPLIES FOR BUILDING, ELEC	
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211796	10/1/2018	101376 GRAINGER, INC.	(Continued)			
			9838736933	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	42.11
			9844386681	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	66.13
			9863905510	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	595.50
			9864058582	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	141.76
			9865064720	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	607.20
			9872234704	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	15.34
			9872330882	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	280.97
			9876389363	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	176.74
			9876389371	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	4.00
			9876828725	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	9.50
			9877283680	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	212.96
			9878128595	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	88.01
			9878699694	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	109.39
			9879474154	11853	001-370-0000-4310 MISC. SUPPLIES FOR BUILDING, ELEC	342.82
			9880969812	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	62.02
			9889160512	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	144.22
			9889512506	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	773.47
			9890029920	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	817.61

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211796	10/1/2018	101376 GRAINGER, INC.	(Continued)			
			9890464366	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	212.09
			9891045800	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	38.58
			9901584103	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	23.43
			9903003722	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	667.58
			9903580299	11853	043-390-0000-4300 MISC. SUPPLIES FOR BUILDING, ELEC	99.66
					<b>Total :</b>	<b>76.20</b>
						<b>5,864.12</b>
211797	10/1/2018	101428 H & H WHOLESALE PARTS	1CR0038603		FULL SERVICE FOR VEHICLE BATTERI	
			1IN0236477	11859	041-1215 FULL SERVICE FOR VEHICLE BATTERI	-46.20
			1IN0239893	11859	041-1215 FULL SERVICE FOR VEHICLE BATTERI	277.99
					<b>Total :</b>	<b>293.44</b>
						<b>525.23</b>
211798	10/1/2018	888647 HDL SOFTWARE, LLC	0012780-IN		JULY-BUSINESS LICENSE ADMINISTRA	
			0012986-IN	11822	001-130-0000-4260 AUG-BUSINESS LICENSE ADMINISTRA	1,861.83
				11822	001-130-0000-4260	2,703.10
					<b>Total :</b>	<b>4,564.93</b>
211799	10/1/2018	101512 HDL, COREN & CONE	0025821-IN		AUDIT SERVICES-PROPERTY TAX	
					001-130-0000-4270	46.12
					<b>Total :</b>	<b>46.12</b>
211800	10/1/2018	890594 HEALTH AND HUMAN RESOURCE	E0189934		EAP-OCT	
					001-106-0000-4260	235.30
					<b>Total :</b>	<b>235.30</b>
211801	10/1/2018	892682 IPS GROUP, INC.	36214		SMART METER MGMT & TRANS COSTS	

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211801	10/1/2018	892682 IPS GROUP, INC.	(Continued)	11862	001-190-0000-4300	275.84
					Total :	275.84
211802	10/1/2018	101768 KIMBALL-MIDWEST	6601034		SAFETY GLOVES	40.49
			6601088		001-370-0301-4300	
					MISC SUPPLIES	558.69
					041-1215	
					Total :	599.18
211803	10/1/2018	893003 KRISTINE J EXTON, ESQ., PC	K18019-1		LEGAL SERVICES	
					001-112-0000-4270	13,833.72
					Total :	13,833.72
211804	10/1/2018	892996 KS STATEBANK	2	11854	SMART METERS LOAN REPAYMENT	
				11854	001-190-0000-4405	245.63
					001-190-0000-4428	1,354.62
					Total :	1,600.25
211805	10/1/2018	101990 L.A. COUNTY METROPOLITAN	102528		MTA TAP CARDS REFILL-AUG 2018	
					007-440-0441-4260	1,430.00
					Total :	1,430.00
211806	10/1/2018	102007 L.A. COUNTY SHERIFFS DEPT.	190558BL		INMATE MEAL SERVICE-AUG 2018	
					001-225-0000-4350	1,136.35
					Total :	1,136.35
211807	10/1/2018	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN	
			494-750-1000		070-384-0000-4210	508.88
			500-750-1000		WATER-12900 DRONFIELD	
			594-750-1000		070-384-0000-4210	97.26
			657-750-1000		ELECTRIC-13655 FOOTHILL	
					070-384-0000-4210	159.79
					ELECTRIC-12900 DRONFIELD	
					070-384-0000-4210	6,209.56
					ELECTRIC-14060 SAYRE	
					070-384-0000-4210	16,091.74
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211807	10/1/2018	101971 L.A. MUNICIPAL SERVICES	(Continued) 757-750-1000		WATER-14060 SAYRE 070-384-0000-4210	91.26
					Total :	23,158.49
211808	10/1/2018	101848 LANGUAGE LINE SERVICES	4381035		TRANSLATION SERVICES 001-222-0000-4260	25.12
					Total :	25.12
211809	10/1/2018	101852 LARRY & JOE'S PLUMBING	2065746-0001-02		MISC PLUMBING SUPPLIES 070-383-0301-4300	120.60
			2066281-0001-02		MAT'L'S FOR ARROYO BOOSTER DRAIN 070-384-0000-4310	59.71
			2066979-0001-02		OVERFLOW LINE FOR WASTE TANK 070-384-0000-4320	124.22
					Total :	304.53
211810	10/1/2018	101920 LIEBERT CASSIDY WHITMORE	1465580		LEGAL SERVICES 001-112-0000-4270	87.00
			1465581		LEGAL SERVICES 001-112-0000-4270	261.00
			1465582		LEGAL SERVICES 001-112-0000-4270	58.00
			1465583		LEGAL SERVICES 001-112-0000-4270	1,554.00
			1465584		LEGAL SERVICES 001-112-0000-4270	478.00
			1465585		LEGAL SERVICES 001-112-0000-4270	1,665.00
			1465586		LEGAL SERVICES 001-112-0000-4270	2,072.00
					Total :	6,175.00
211811	10/1/2018	892202 LOPEZ, ANNA M.	SEPT 2018		COMMISSIONER'S STIPEND 001-420-0000-4111	50.00
					Total :	50.00

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211812	10/1/2018	889421 LOPEZ, ANTONIO G	REIMB		REIMB-AIRLINE TICKETS-CONF OF MA	
			REIMB.		001-101-0109-4370	640.60
					WELLNESS BENEFIT REIMB. FY18-19	
					001-101-0109-4140	187.50
					<b>Total :</b>	<b>828.10</b>
211813	10/1/2018	101974 LOS ANGELES COUNTY	AUG 2018	11816	ANIMAL CARE & CONTROL SERVICES-	
					001-190-0000-4260	7,619.96
					<b>Total :</b>	<b>7,619.96</b>
211814	10/1/2018	888468 MAJOR METROPOLITAN SECURITY	1089562		ALARM MONITORING AT ALL CITY FACI	
				11844	043-390-0000-4260	15.00
			1089563	11844	ALARM MONITORING AT ALL CITY FACI	
					043-390-0000-4260	15.00
			1089564	11844	ALARM MONITORING AT ALL CITY FACI	
					043-390-0000-4260	15.00
			1089565	11844	ALARM MONITORING AT ALL CITY FACI	
					043-390-0000-4260	25.00
			1089566	11844	ALARM MONITORING AT ALL CITY FACI	
					043-390-0000-4260	15.00
			1089567	11844	ALARM MONITORING AT ALL CITY FACI	
					043-390-0000-4260	15.00
			1089568	11844	ALARM MONITORING AT ALL CITY FACI	
					043-390-0000-4260	15.00
			1089569	11844	ALARM MONITORING AT ALL CITY FACI	
					043-390-0000-4260	15.00
			1089570	11844	ALARM MONITORING AT ALL CITY FACI	
					043-390-0000-4260	15.00
			1089571	11844	ALARM MONITORING AT ALL CITY FACI	
					043-390-0000-4260	15.00
			1089572	11844	ALARM MONITORING AT ALL CITY FACI	
					043-390-0000-4260	15.00
			1089573	11844	ALARM MONITORING AT ALL CITY FACI	
					070-384-0000-4260	28.00
			1089574	11844	ALARM MONITORING AT ALL CITY FACI	
					070-384-0000-4260	23.00
			1089575		ALARM MONITORING AT ALL CITY FACI	
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211814	10/1/2018	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1089576	11844	070-384-0000-4260	28.00
				11844	ALARM MONITORING AT ALL CITY FACI	
					070-384-0000-4260	28.00
					<b>Total :</b>	<b>282.00</b>
211815	10/1/2018	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	32.82
					<b>Total :</b>	<b>32.82</b>
211816	10/1/2018	891329 MIKE'S TIRE MAN INC	0117990		TIRES FOR FLEET.	
			0118801	11846	041-1215	195.00
				11846	TIRES FOR FLEET.	
					041-1215	1,964.55
					<b>Total :</b>	<b>2,159.55</b>
211817	10/1/2018	102226 MISSION LINEN SUPPLY	508199186		LAUNDRY	
					001-225-0000-4350	98.09
			508213096		LAUNDRY	
					001-225-0000-4350	105.77
			508249415		LAUNDRY	
					001-225-0000-4350	85.35
					<b>Total :</b>	<b>289.21</b>
211818	10/1/2018	891542 MR "B" PRINTING INC.	39324		EVENT FLYERS	
					001-420-0000-4300	515.82
			39374		BUS SHELTER EVENT POSTERS	
					017-420-1395-4300	373.15
					<b>Total :</b>	<b>888.97</b>
211819	10/1/2018	102336 NATIONAL CONSTRUCTION RENTALS	5124977		FENCE RENTAL-PLAY LOT @ PIONEER	
					001-420-0000-4260	627.00
					<b>Total :</b>	<b>627.00</b>
211820	10/1/2018	889457 NATIONAL METER & AUTOMATION	CR18528		CREDIT	
			S1103283.002		070-385-0700-4600	-1,213.80
					WATER METER REPLACEMENT PROGI	
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211820	10/1/2018	889457 NATIONAL METER & AUTOMATION	(Continued)			
			S1103283.003	11819	070-385-0700-4600 WATER METER REPLACEMENT PROGI	2,356.21
			S1103283.004	11819	070-385-0700-4600 WATER METER REPLACEMENT PROGI	20,751.50
			S1103283.006	11819	070-385-0700-4600 WATER METER REPLACEMENT PROGI	14,946.76
			S1103642.001	11819	070-385-0700-4600 WATER METER REPLACEMENT PROG	42,553.90
			S1103717.001		070-385-0700-4600 WATER METER REPLACEMENT PROG	204.28
					070-385-0700-4600	59.35
					<b>Total :</b>	<b>79,658.20</b>
211821	10/1/2018	890995 NAVARRO, SAYDITH	SEPT 2018		COMMISSIONER'S STIPEND 001-420-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
211822	10/1/2018	887422 NORTHERN SAFETY CO., INC.	903107043		SAFETY EQUIPMENT AND SUPPLIES 041-320-0000-4310	260.22
					<b>Total :</b>	<b>260.22</b>
211823	10/1/2018	102403 NOW IMAGE PRINTING	2018139		WATER ENVELOPES 072-360-0000-4300	1,135.20
					070-382-0000-4300	1,135.20
					<b>Total :</b>	<b>2,270.40</b>
211824	10/1/2018	102423 OCCU-MED, INC.	0918901		EMPLOYEE PHYSICAL 001-106-0000-4260	193.50
					<b>Total :</b>	<b>193.50</b>
211825	10/1/2018	102432 OFFICE DEPOT	186679147001		OFFICE SUPPLIES 001-422-0000-4300	55.29
			192231291001		OFFICE SUPPLIES 001-310-0000-4300	22.10
			192231526001		OFFICE SUPPLIES 001-310-0000-4300	43.33

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211825	10/1/2018	102432 OFFICE DEPOT	(Continued)			
			194650340001		OFFICE SUPPLIES 070-384-0000-4300	52.78
			194650755001		OFFICE SUPPLIES 070-384-0000-4300	224.70
			197203760001		OFFICE SUPPLIES 001-222-0000-4300	99.37
			197204135001		OFFICE SUPPLIES 001-222-0000-4300	68.38
			198541069001		OFFICE SUPPLIES 001-222-0000-4300	19.13
			198541361001		OFFICE SUPPLIES 001-222-0000-4300	48.94
			198541362001		OFFICE SUPPLIES 001-222-0000-4300	95.17
			198541363001		OFFICE SUPPLIES 001-222-0000-4300	16.50
			199213331001		OFFICE SUPPLIES 001-225-0000-4350	156.72
			199213388001		OFFICE SUPPLIES 001-222-0000-4300	10.94
			2224197235		OFFICE SUPPLIES 001-422-0000-4300	8.48
			2224197236		OFFICE SUPPLIES 001-422-0000-4300	56.02
			2228322510		OFFICE SUPPLIES-NAME TAGS 004-2384	34.70
					<b>Total :</b>	<b>1,012.55</b>
211826	10/1/2018	892572 OLIVAREZ MADRUGA	4915		LEGAL SERVICES 001-110-0000-4270	28,389.17
					072-360-0000-4270	60.00
					<b>Total :</b>	<b>28,449.17</b>
211827	10/1/2018	890095 O'REILLY AUTOMOTIVE STORES INC	4605-301030	11847	VEHICLE SERVICE MAINT. & REPAIR P/	21.98
			4605-301577		041-320-0370-4400 VEHICLE SERVICE MAINT. & REPAIR P/	

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211827	10/1/2018	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-302183	11847	041-1215 VEHICLE SERVICE MAINT. & REPAIR P/	14.59
			4605-302311	11847	041-320-0390-4400 VEHICLE SERVICE MAINT. & REPAIR P/	12.64
			4605-302500	11847	041-320-0225-4400 VEHICLE SERVICE MAINT. & REPAIR P/	29.39
			4605-302548	11847	041-320-0390-4400 VEHICLE SERVICE MAINT. & REPAIR P/	28.59
			4605-303081	11847	070-383-0000-4400 VEHICLE SERVICE MAINT. & REPAIR P/	84.65
				11847	041-1215	38.10
					<b>Total :</b>	<b>229.94</b>
211828	10/1/2018	890004 PACIFIC TELEMANAGEMENT SERVICE	2000382		PD PAY PHONE-OCT 2018 001-190-0000-4220	62.64
					<b>Total :</b>	<b>62.64</b>
211829	10/1/2018	889763 PEREZ-HELLIWELL, JENNIFER	SEPT 2018		COMMISSIONER'S STIPEND 001-310-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
211830	10/1/2018	890602 POLLARD WATER	0118082		CONSTRUCTION WATER METER 070-383-0000-4300	1,095.00
			0118198		070-384-0000-4310 PARTS FOR CONSTRUCTION WATER M	311.56
					070-384-0000-4320	112.06
					<b>Total :</b>	<b>1,518.62</b>
211831	10/1/2018	890994 PONCE, JOE	SEPT 2018		COMMISSIONER'S STIPEND 001-420-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
211832	10/1/2018	892131 PROHEALTH-VALLEY OCCUPATIONAL	00282775-00		DOT PHYSICAL 001-106-0000-4270	80.00
					<b>Total :</b>	<b>80.00</b>

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211833	10/1/2018	102738 QUINTERO ESCAMILLA, VIOLETA	JULY 2018		SENIOR MUSIC INSTRUCTOR 017-420-1323-4260	240.00
					<b>Total :</b>	<b>240.00</b>
211834	10/1/2018	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-765190	11848	ELECTRICAL SUPPLIES FOR FACILITIE 043-390-0000-4300	61.16
					<b>Total :</b>	<b>61.16</b>
211835	10/1/2018	102929 ROYAL PAPER CORPORATION	4809894		FLOOR CLEANING SOLUTION-GYM 001-423-0000-4300	81.78
					<b>Total :</b>	<b>81.78</b>
211836	10/1/2018	887165 RYAN HERCO PRODUCTS CORP	9027793		MISC ITEMS 070-384-0000-4310	54.40
					<b>Total :</b>	<b>54.40</b>
211837	10/1/2018	102988 SAFETY-KLEEN CORP.	77811346		HAZARDOUS WASTE PICK-UP 072-360-0000-4260	106.00
					<b>Total :</b>	<b>106.00</b>
211838	10/1/2018	892856 SALAS, JUAN	REIMB.		REIMB OF FOOD PURCHASED FOR MC 004-2380	91.59
					<b>Total :</b>	<b>91.59</b>
211839	10/1/2018	891253 SAN FERNANDO SMOG TEST ONLY	1252		SMOG TEST-E1259561 041-320-0000-4450	50.00
					<b>Total :</b>	<b>50.00</b>
211840	10/1/2018	103057 SAN FERNANDO VALLEY SUN	10239		ADVERTISEMENT-FACEBOOK POST-SI 001-420-0000-4260	200.00
			10277		PUBLIC NOTICE-PPC CANNABIS CODE 001-115-0000-4230	193.75
					<b>Total :</b>	<b>393.75</b>
211841	10/1/2018	891849 SHI INTERNATIONAL CORP	B08827672	11849	FIREWALL WIFI NETWORKING EQUIP/	8,036.91
					001-135-0000-4500	8,036.91
					<b>Total :</b>	<b>8,036.91</b>

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211842	10/1/2018	103184 SMART & FINAL	32206		ENP COFFEE SUPPLIES	
			43097		004-2346	53.22
			53184		HERITAGE MONTH SUPPLIES	
					004-2346	62.22
					SUPPLIES-TEEN VOLUNTEER PROG	
					004-2391	22.17
					<b>Total :</b>	<b>137.61</b>
211843	10/1/2018	103202 SOUTHERN CALIFORNIA EDISON CO.	2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	
					029-335-0000-4210	2,222.70
					074-320-0000-4210	874.49
					070-384-0000-4210	1,499.65
					043-390-0000-4210	12,300.71
			2-39-717-6769		ELECTRIC-801 8TH	
					043-390-0000-4210	31.66
					<b>Total :</b>	<b>16,929.21</b>
211844	10/1/2018	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	1,053.87
					<b>Total :</b>	<b>1,053.87</b>
211845	10/1/2018	103251 STANLEY PEST CONTROL	405542		INITIAL SERVICE RATES-PEST CONTRI	
			405543		043-390-0000-4260	315.00
			406265		INITIAL SERVICE RATES-PEST CONTRI	
					043-390-0000-4260	315.00
					INITIAL SERVICE RATES-PEST CONTRI	
					043-390-0000-4260	215.00
					<b>Total :</b>	<b>845.00</b>
211846	10/1/2018	889149 STAPLES BUSINESS ADVANTAGE	80512773119		BREAK ROOM SUPPLIES	
					001-190-0000-4300	284.78
					<b>Total :</b>	<b>284.78</b>
211847	10/1/2018	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	322605		LIVESCAN FINGERPRINTING-AUG 2018	
					004-2386	3,795.00
					001-222-0000-4270	66.00
					<b>Total :</b>	<b>3,861.00</b>

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211848	10/1/2018	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
			084-220-3249-3		043-390-0000-4210	121.72
			08852064008		GAS-505 S HUNTINGTON	
			143-287-8131-6		043-390-0000-4210	32.01
					GAS-117 MACNEIL	
					043-390-0000-4210	52.07
					GAS-208 PARK	
					043-390-0000-4210	42.56
					<b>Total :</b>	<b>248.36</b>
211849	10/1/2018	101528 THE HOME DEPOT CRC, ACCT#603532202490	1060868		SUPPLIES & TOOLS FOR REC PARK L	
			2241180		043-390-0000-4300	240.02
			2241194		REPAIR SUPPLIES-LOWER RESERVO	
			3071364		070-384-0000-4300	127.82
			4285488		SCADA EMERGENCY EXTENSION COR	
			5060188		070-384-0000-4300	208.82
			5060189		PARTS FOR NITRATE SYSTEM WASTE	
			8013861		070-384-0000-4320	248.15
					RETROFIT ADAPTER FOR LED LIGHTS	
					043-390-0000-4300	57.86
					MAT'L'S TO REPAIR PD CEILING	
					043-390-0000-4300	53.53
					FAN FOR REC PARK GARAGE	
					043-390-0000-4300	49.43
					MISC SUPPLIES	
					070-383-0301-4300	145.94
					<b>Total :</b>	<b>1,131.57</b>
211850	10/1/2018	890833 THOMSON REUTERS	838815380		DET INVESTIGATION TOOLS-AUG 2018	
					001-135-0000-4260	192.12
					<b>Total :</b>	<b>192.12</b>
211851	10/1/2018	103903 TIME WARNER CABLE	10369091118		CABLE - PD 09/18/18-10/17/18	
			196309081318		001-222-0000-4260	231.50
			28882090518		INTERNET SERVICES 09/23-10/22	
					001-190-0000-4220	1,299.00
					CABLE-LP PARK 09/13/18-10/12/18	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211851	10/1/2018	103903 TIME WARNER CABLE	(Continued)		001-420-0000-4260	185.62
					Total :	1,716.12
211852	10/1/2018	103413 TRANS UNION LLC	08806241		CREDIT CHECKS	90.70
					001-222-0000-4260	90.70
					Total :	90.70
211853	10/1/2018	890998 TRUJILLO, RODOLFO	SEPT 2018		COMMISSIONER'S STIPEND	50.00
					001-310-0000-4111	50.00
					Total :	50.00
211854	10/1/2018	892258 UNIFORM & ACCESSORIES	666022		CADET UNIFORMS	329.37
			666597		DO UNIFORM	328.40
			668374		NAME PLATE	8.75
					001-222-0000-4300	666.52
					Total :	666.52
211855	10/1/2018	888241 UNITED SITE SERVICES OF CA INC	114-71710293		PORTABLE TOILET RENTAL-REC PARK	173.81
			114-7284514		PORTABLE TOILET RENTAL-12900 DRC	146.27
			114-7301460		PORTABL TOILET RENTAL-REC PARK	173.81
					001-420-0000-4260	493.89
					Total :	493.89
211856	10/1/2018	891220 VAN LANT & FANKHANEL, LLP	32218		CITY'S ANNUAL AUDIT SERVICES	6,000.00
				11866	001-130-0000-4270	3,000.00
				11866	070-381-0000-4270	3,000.00
				11866	072-360-0000-4270	3,000.00
					Total :	12,000.00
211857	10/1/2018	103574 VERDIN, FRANCISCO JAVIER	JULY-SEPT		FOLK DANCE INSTRUCTOR	1,008.00
					017-420-1362-4260	1,008.00
					Total :	1,008.00

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211858	10/1/2018	889644 VERIZON BUSINESS	68348748		CITY HALL LONG DIST	49.90
			68348749		001-190-0000-4220	14.97
			68348750		CITY YARD LONG DIST	24.95
			68348751		070-384-0000-4220	116.35
			68348752		CITY HALL LONG DIST	9.98
			68348753		001-190-0000-4220	15.26
			68349291		POLICE LONG DIST	5.10
			68349302		001-222-0000-4220	58.62
					CITY YARD LONG DIST	295.13
					070-384-0000-4220	9.98
					PARKS LONG DISTANCE	15.26
					001-420-0000-4220	5.10
					CITY YARDS LONG DIST	58.62
					001-310-0000-4220	5.10
					CITY HALL LINES	58.62
					001-190-0000-4220	295.13
					Total :	295.13
211859	10/1/2018	100101 VERIZON WIRELESS-LA	9814323889		VARIOUS CELL PHONE PLANS	109.26
					001-105-0000-4220	60.83
					072-360-0000-4220	60.83
					001-101-0111-4220	38.41
					001-101-0107-4220	53.84
					001-101-0103-4220	323.17
					Total :	323.17
211860	10/1/2018	887212 VILLAFANA, REBEKAH	AUG 2018		GRANT ASSISTANT	675.00
					004-2359	675.00
					Total :	675.00
211861	10/1/2018	891845 VINYL PRODUCTS MFG., INC	062779		MATTRESS COVER FOR JAIL	66.95
					001-225-0000-4350	66.95
					Total :	66.95
211862	10/1/2018	888442 WESTERN EXTERMINATOR COMPANY	6320305		PEST CONTROL @ LAS PALMAS PARK	58.00
			6320306		043-390-0000-4260	58.00
					BAIT MONITORING @ LP PARK	58.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211862	10/1/2018	888442 WESTERN EXTERMINATOR COMPANY	(Continued)			
			6320307		043-390-0000-4260 PEST CONTROL @ CITY HALL	172.50
			6320308		043-390-0000-4260 BAIT MONITORING @ REC PARK	91.50
			6320309		043-390-0000-4260 PEST CONTROL @ REC PARK	84.00
			6320310		043-390-0000-4260 PEST CONTROL @ RUDY ORTEGA PAF	73.00
					043-390-0000-4260	56.50
					<b>Total :</b>	<b>535.50</b>
211863	10/1/2018	889138 WIEDER, CAROL	091718		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	250.00
					<b>Total :</b>	<b>250.00</b>
211864	10/1/2018	891531 WILLDAN ENGINEERING	003-27646 - PO11812	11812	GENERAL ENGINEERING SERVICES	
			003-27646 PO11703	11703	001-310-0000-4270 ON-CALL CITY ENGINEERING SERVICE	325.00
					001-310-0159-4260	130.00
					<b>Total :</b>	<b>455.00</b>
211865	10/1/2018	889491 WILLDAN FINANCIAL SERVICES	010-39093		COST ALLOCATION PLAN SERVICES	
			010-39100	11867	001-190-0000-4270 DEVELOPMENT OF AN IMPACT FEE ST	3,600.00
				11325	001-190-0000-4270	167.75
				11325	001-222-0000-4270	1,214.75
				11325	072-360-0000-4270	1,214.75
				11325	070-381-0000-4270	1,214.75
					<b>Total :</b>	<b>7,412.00</b>
211866	10/1/2018	892912 ZHANG, LIHONG	701		GIS PROGRAMMING SERVICES	
			702	11798	072-360-0000-4260	6,400.00
				11798	GIS PROGRAMMING SERVICES	
					072-360-0000-4260	2,400.00
					<b>Total :</b>	<b>8,800.00</b>

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**Voucher List**  
**CITY OF SAN FERNANDO**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211867	10/1/2018	103752 ZUMAR INDUSTRIES, INC.	0178861		REPRINT SIGNS-LAYNE PARK	
					001-420-0000-4300	916.27
					<b>Total :</b>	<b>916.27</b>
104	Vouchers for bank code : bank3				<b>Bank total :</b>	<b>362,044.92</b>
104	Vouchers in this report				<b>Total vouchers :</b>	<b>362,044.92</b>

Voucher Registers are not final until approved by Council.

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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
**By:** Julian J. Venegas, Director of Recreation and Community Services

**Date:** October 1, 2018

**Subject:** Consideration to Adopt a Resolution Suspending Section 54-5 (Camping) of the San Fernando City Code for One Night Only for the Dia de Los Muertos 5K Relay Run/Walk Event

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7890 (Attachment "A") suspending Section 54-5 (Camping) of the San Fernando City Code for one night only at Recreation Park for the Dia de Los Muertos 5K Relay Run/Walk event for community altar participants, between the hours of 10:00 p.m. Friday, October 26, 2018, and 6:00 a.m. Saturday, October 27, 2018.

### BACKGROUND:

1. On October 28, 2017, the Dia de Los Muertos event and the Healthy San Fernando 5K Relay Run/Walk event were combined to optimize the Recreation and Community Services Department's resources.
2. Combining the two events created logistical issues for the Dia de Los Muertos participants, due to the street closures needed to conduct the 5k Relay/Run.

### ANALYSIS:

The City of San Fernando's City Code, Chapter 54 (Parks and Recreation) Article 1 (General) Section 54-5 (Camping) states "No person shall camp or lodge within a park or recreation center without authorization. Such authorization can be obtained by applying to the city council through the director of recreation and community services, who will forward his recommendation to the council for consideration before council approval." Suspending Section 54-5 (Camping) of the City Code allows program participants to hold an overnight vigil at their altars commemorating loved ones.

**Consideration to Adopt a Resolution Suspending Section 54-5 (Camping) of the San Fernando City Code for One Night Only for the Dia de Los Muertos 5K Relay Run/Walk Event**Page 2 of 2

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Traditionally, throughout Latin America, the overnight vigil is an important element of the Dia de Los Muertos observance. The overnight vigil would only be allowed within the boundaries of Recreation Park between the hours of 10:00 p.m. on Friday, October 26, 2018 and 6:00 a.m. on Saturday, October 27, 2018.

Participants wishing to erect an altar must apply to the Recreation and Community Services Department and follow the guidelines detailed in Exhibit "A" of Attachment "A". Applicants will be provided a plot plan identifying the location where altars can be set up. No tents will be allowed.

The San Fernando Police Department is aware of the proposed overnight camping suspension and will support the program by increasing unit patrols throughout the vigil at Recreation Park.

**BUDGET IMPACT:**

There is no budget impact associated with adoption of the proposed Resolution. Special event funding for the Dia de Los Muertos 5k Relay Run/Walk has been included in the fiscal year 2018-2019 Adopted Budget

**CONCLUSION:**

It is recommended that the City Council adopt Resolution No. 7890 suspending Section 54-5 (Camping) of the San Fernando City Code for one night only at Recreation Park for the Dia de Los Muertos 5K Relay Run/Walk event for community altar participants, between the hours of 10:00 p.m. Friday, October 26, 2018, and 6:00 a.m. Saturday, October 27, 2018.

**ATTACHMENT:**

A. Resolution No. 7890

**ATTACHMENT “A”****RESOLUTION NO. 7890**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE TEMPORARY AND LIMITED SUSPENSION OF SECTION 54.5 (CAMPING) OF ARTICLE I (IN GENERAL) OF CHAPTER 54 (PARKS AND RECREATION) OF THE SAN FERNANDO CITY CODE TO FACILITATE THE PROVIDENCE HOLY CROSS DIA DE LOS MUERTOS HEALTHY SAN FERNANDO 5K WALK/RUN EVENT SCHEDULED FOR OCTOBER 27, 2018**

**WHEREAS**, the Providence Holy Cross Dia de los Muertos Healthy San Fernando 5K Walk/Run Event (“Event”) will be held on October 27, 2018 at Recreation Park, 208 Park Avenue, San Fernando, California 91340; and

**WHEREAS**, Section 54.5 (Camping) of Article I (In General) of Chapter 54 (Parks and Recreation) of the San Fernando City Code provides:

*“No person shall camp or lodge within a park or recreation center without authorization. Such authorization can be obtained by applying to the city council through the director of recreation and community services, who will forward his recommendation to the council for consideration before council approval.”; and*

**WHEREAS**, the City seeks to facilitate this Event by temporarily suspending Section 54.5 (Camping) of Article I (In General) of Chapter 54 (Parks and Recreation) of the San Fernando City Code for the limited purpose of allowing Event participants to erect altars honoring their loved ones at Recreation Park and to allow participants to tend to such alters overnight; and

**WHEREAS**, the City has determined that the public welfare and interest will be served by such suspension, subject to the terms, conditions and limitations set forth in this Resolution below.

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

**SECTION 1:** The representations set forth in the Recitals above are true and correct.

**SECTION 2:** The City temporarily suspends Section 54.5 (Camping) of Article I (In General) of Chapter 54 (Parks and Recreation) of the San Fernando City Code effective Friday, October 26, 2018, between the hours of 10:00 pm to Saturday, October 27, 2018, 6:00 am., at the following location: Recreation Park, 208 Park Avenue, San Fernando, California 91340, bordered by 4th Street on the east, Robert F. Kennedy on the west, Park Avenue on the North and the Pacoima Wash on the south. The temporary suspension shall be for the limited purpose of allowing Event participants to erect altars honoring their loved ones and to allow participants to tend to such alters overnight. In tending to alters overnight, participants may use lawn or picnic style blankets, provided that participants do not block other Event participants from accessing the park, public streets or sidewalks. City staff reserves the right to order participants to relocate alters in the interest of the public health, safety or welfare.

**SECTION 3:** The specified section of the San Fernando City Code (Section 54.5) shall remain in full force and effect throughout the remainder of the City.

**SECTION 4:** In facilitating this Event, the City reserves the right to remove altars that do not comply with space, size, time, and/or weight restrictions as set forth in the general specifications attached hereto as Exhibit “A.”

**SECTION 5:** This Resolution shall take effect immediately upon its approval by the San Fernando City Council and the City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 1st day of October, 2018.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

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

**I, ELENA G. CHÁVEZ**, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was adopted a regular meeting of the City Council held on the 1st day of October, 2018 and was carried by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Elena G. Chávez, City Clerk



# **Día de los Muertos** **Day of the Dead** **CULTURA, DANZA, ARTESANIAS, MUSICA, Y MAS**



## **ALTARS**

Altar space sizes can vary but will not exceed 10 x 10 feet. Altars can be placed on the ground or on tables. Canopies are allowed only in the designated canopy area. Staking to the ground is not allowed but weights/water weights are permitted. All altar spaces assigned on a first come first serve basis. Altars must not be left unattended at any time.



## **SET-UP TIME**

Set-up time begins Friday October 26th at 6:00 pm, and must be completed by 5:00 am on Saturday October 27th. After 5:00 am, space will be available again at 11:00 am on Saturday. Items must not be left unattended at any time.



## **ALTAR DECORATIONS**

Participants must provide their own altar items (tables, table covers, decorations, etc). Battery operated candles are permitted. No flame candles or smoke producing items allowed.



## **ALTAR DISMANTLING**

Dismantling begins at 4:00 pm on October 27th and must be completed by 5:00 pm.



The City of San Fernando is not responsible for lost or stolen items. For more information call (818) 898-1290.





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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** October 1, 2018

**Subject:** Review and Discuss a Request for Proposal for Financial Advisor Services to Develop Cost Projections and Recommendations for Various Funding Strategies Related to the City's Pension and Other Post Employment Benefit Liabilities.

### RECOMMENDATION:

It is recommended that the City Council:

- a. Review the draft Request for Proposal (RFP) for Financial Advisor Services to develop Pension and Other Post-Employment Benefit (OPEB) cost projections and provide recommendations for various funding strategies to address the long-term costs;
- b. Appoint an Ad Hoc committee to review proposals, interview firms, and recommend selection of a firm to the full City Council; and
- c. Authorize the City Manager to release the RFP.

### BACKGROUND:

1. On August 20, 2018, staff provided City Council with an analysis and projection of the City's long-term pension and OPEB costs as well as various funding strategies to address those liabilities.
2. The recommended funding strategies included:
  - a. Refinancing a portion of the City's unfunded pension liability the reduce long term interest costs.
  - b. Establish an Internal Revenue Code (IRC) Section 115 Irrevocable Trust for Pension and OPEB Costs to increase the return on investment for funds held by the City.
  - c. Pre-pay fixed CalPERS costs at the beginning of each year to reduce interest costs.

**Review and Discuss a Request for Proposal for Financial Advisor Services to Develop Cost Projections and Recommendations for Various Funding Strategies Related to the City's Pension and Other Post Employment Benefit Liabilities.**

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- d. Continue to work toward cost sharing for healthcare benefits for active employees and deposit savings from cost sharing into Section 115 Irrevocable Trust to pre-fund retiree health benefits.
  - e. Negotiate employee pension cost sharing if Pension Tax revenues do not cover CalPERS costs.
  - f. Research pension and OPEB forecasting software.
3. Subsequent to receiving the presentation and discussing the report, City Council directed staff to prepare a Request for Proposals for financial advisor services to project long-term pension and OPEB obligations and propose various strategies to fund those obligations.

**ANALYSIS:**

The cost of public pensions and retiree health insurance have become significant stressors on municipal budgets nationwide. The sustainability of the current defined benefit system has been part of the national public policy conversation since the "Great Recession" shone a light on how vulnerable pension systems are to economic downturns.

In response, state and municipal governments are developing long term funding strategies to ensure the long-term financial viability of retirement benefit plans. These funding strategies often include a mix of enhancing revenue through long-term investment gains and controlling costs through a reduction of employee benefits and cost sharing.

City Council has directed staff to draft the RFP for services to assist the City with developing long term projections and various funding strategies, which is included as Attachment "A." The direction included City Council's desire to review proposals, interview firms, and select a firm independent of staff. Therefore, it is recommended City Council appoint an Ad-hoc Committee to review proposals and make a recommendation for review and approval by the full City Council.

The proposed schedule included in the RFP is as follows:

RFP Release:	October 2, 2018
Deadline for submittal of Questions:	November 1, 2018 @ 5:30 p.m.
Response to Questions posted to website:	November 5, 2018 @ 12 p.m.
Deadline for submittal of Proposal:	November 8, 2018 @ 5:30 p.m.
Contract Award (tentative):	December 3, 2018

**Review and Discuss a Request for Proposal for Financial Advisor Services to Develop Cost Projections and Recommendations for Various Funding Strategies Related to the City's Pension and Other Post Employment Benefit Liabilities.**

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It is recommended that questions regarding the RFP and proposal submissions are handled through the City Clerk's Office. Finance Department staff can assist the City Clerk's Office with providing answers to technical questions.

**BUDGET IMPACT:**

There is minimal impact to releasing the draft RFP. No funding is included in the FY 2018-2019 Adopted Budget for the proposed service and it is unknown how much the requested service will cost. Depending on the cost of the proposals, a budget amendment at the time of contract award may be required to fund the requested services. More information on the budget impact will be provided as part of the recommendation from the Ad Hoc Committee.

**CONCLUSION:**

It is recommended that City Council review and discuss the draft RFP, appoint an Ad-hoc Committee to review proposals and make a recommendation to the full City Council, and authorize the City Manager to release the RFP.

**ATTACHMENTS:**

- A. Draft Request for Proposal for Financial Advisory Services for Pension and OPEB Projections and Funding Strategies.

## REQUEST FOR PROPOSALS



The City Council is requesting proposals for:

### **FINANCIAL ADVISOR SERVICES – Pension and OPEB Projections and Funding Strategies**

RELEASE DATE: October 2, 2018

RESPONSE DUE: November 8, 2018



## GENERAL INFORMATION

The City of San Fernando is interested in contracting with an experienced financial advisor consulting firm to provide pension and other post-employment benefit (OPEB) cost projections and related strategies to fund those liabilities. The required services and performance conditions are described in the Scope of Work. A City Council Ad-hoc committee will review proposals, interview potential firms, and ultimately recommend selection of a firm to the full City Council.

## BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 125 full-time equivalent employees from a total Adopted Budget for fiscal year 2018-2019 of \$42.4 million, which includes a General Fund budget of \$19.3 million.

As a cost conscious provider of outstanding public services to its citizens and local businesses, the City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is providing this request for proposals to qualified firms to provide financial advisor services to calculate a long-term cost projection for pension and OPEB liabilities as well as various strategies to fund those liabilities.

The City has been a member of the California Public Employees Retirement System (CalPERS) since 1946 and provides various tiers of retiree benefits based on an employee's hire date and status as a CalPERS member (i.e. "classic" or "new"). For classic members, the City pays the employee's full share of CalPERS costs (referred to as Employer Paid Member Contribution, or "EPMC"). The City's annual CalPERS costs are currently funded through a special ad valorem property tax that was approved by San Fernando voters in 1946. The special tax ("Pension Tax") is a pre-Proposition 13 tax that is capped at \$0.28420 per \$100 of assessed valuation. The City adopted a rate of \$0.227340 per \$100 of assessed valuation for fiscal year 2018-2019, which will be sufficient to fully fund the City's CalPERS costs for the fiscal year.

The City also provides various tiers of retiree health costs based on hire date and bargaining unit. Generally, employees hired prior to July 1, 2015 that retiree from the City receive fully paid retiree medical premiums for the retiree and eligible dependents. Employees hired after July 1, 2015 that retire from the City receive the statutory minimum under the Public Employees Medical & Hospital Care Act (PEMHCA). The City had a GASB 74/75 compliant actuarial report prepared for inclusion in the June 30, 2018 audited financial statements.

Unlike pension benefits, the City does not have a dedicated funding source for retiree health benefits. Retiree health premiums are paid directly from the General Fund on a "pay-as-you-go" basis and does not currently set-aside any funds to pay future benefits.

City staff presented an analysis and projection of the City's long-term pension and OPEB costs and related funding strategies to City Council on August 20, 2018. The report is available for review on the City's website:

Item No. 9: <http://ci.san-fernando.ca.us/wp-content/uploads/2018/08/8-20-18-CC-Packet.pdf>

City Council has directed staff to prepare a Request for Proposals for financial advisor services to prepare a long-term projection of pension and OPEB obligations and propose various strategies to fund those obligations.

Additional financial information related to the City of San Fernando can be found on the City's website:

<http://ci.san-fernando.ca.us/finance/financial-documents/>

## INSTRUCTIONS TO SUBMITTING FIRMS

### A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

### B. Questions/Clarifications

Please direct any questions regarding this RFP to Elena Chavez, City Clerk, via e-mail at [echavez@sfcity.org](mailto:echavez@sfcity.org). Questions must be received by **5:30 p.m. on Thursday, November 1, 2018**. All questions received prior to the deadline will be collected and responses will be posted to the City's website by **12:00 p.m. on Monday, November 5, 2018**.

### C. Submission of Bid Proposals

All proposals shall be submitted via email to Elena Chavez, City Clerk, at [echavez@sfcity.org](mailto:echavez@sfcity.org) and the subject line of the email should read, "*Financial Advisor Services – Pension & OPEB Funding Strategies*." Proposals must be received no later than Thursday, **November 8, 2018 at 5:30 p.m.** All proposals received after that time will not be accepted.

### D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the informal RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

**E. Rights of City of San Fernando**

This informal RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

**F. Contract Type**

It is anticipated that a standard form professional services agreement (Exhibit "1") will be signed subsequent to City Council review and approval of the recommended firm. Please review the contract and submit any requested changes with your proposal.

**G. Collusion**

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

**SCOPE OF SERVICE**

The City of San Fernando seeks an independent firm to: 1) develop long-term cost projections (i.e. 20+ years) for current pension and OPEB benefits, 2) provide analysis and recommendations for strategies to pay down the City's unfunded pension and OPEB liabilities, and 3) as an option, present a background of pensions/OPEB and various pay down scenarios to the City Council, staff and potentially members of the public. The successful firm will provide a detailed, comprehensive, and understandable summary of what is involved in each strategy (cost, benefit, tradeoffs, risks)

supported by rigorous and thorough analysis. The final work product shall include cost projections for multiple scenarios/strategies, a detailed analysis of each scenario/strategy, and a high level overview/analysis the City can use to present various options to the community. In addition, the City would like proposers to provide a per hour cost of presentations to the Council, staff, and possibly members of the public.

The proposer's analysis shall include, but does not need to be limited to, up to 30 years of forecasted annual contribution costs and unfunded liability status for the following, or variations of the following, scenarios:

Pension:

- Additional discretionary payments at various levels and for various plans, targeting loss bases greater than 20 years, or targeting loss bases with negative amortization.
- Shorter amortization period for all plans or some plans (e.g. miscellaneous or sworn).
- Scenarios of unfunded liability payments with/without Employer Paid Member Contribution (EPMC) for various plans.
- Interest savings if the City refinances a portion of its unfunded liability.
- Use of Section 115 trust fund as an alternative to direct additional payments to CalPERS.
- Other scenarios/strategies recommended by the proposer.

OPEB:

- Use of Section 115 trust fund to pre-fund Annual Required Contribution (ARC) at various levels.
- Annual per employee cost to pre-fund retiree health benefits.
- Cost to implement full ARC over 5 years, 10 years, etc. and related impact to long-term liability.
- Other scenarios/strategies recommended by the proposer.

## **PROPOSED TERM OF CONTRACT**

The contract will commence immediately upon contract execution and terminate upon completion of the Project, or until terminated by either party.

## **SCHEDULE FOR SELECTION**

RFP Available:	October 2, 2018
Deadline for submittal of Questions:	November 1, 2018 @ 5:30 p.m.
Response to Questions posted to website:	November 5, 2018 @ 12 p.m.
Deadline for submittal of Proposal:	November 8, 2018 @ 5:30 p.m.
Contract Award (tentative):	December 3, 2018

## INFORMATION TO BE SUBMITTED

1. Prospective Firms must submit one digital copy of their proposal via email.

2. Include a *Proposal Summary* Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal.

3. Include a *Profile of the Proposing Firm(s)* Section

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

2. Include a *Qualifications of the Firm* Section

This section shall include a description of the Firm's qualifications and previous experience on similar or related projects. Provide a summary of relevant projects that the firm has completed and the firm's role in the project.

Additionally, provide the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

3. Include a *Work Plan* Section

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outline the approach that would be undertaken in providing the requested services, and provide an estimated timetable for completing the service.

4. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for

key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the City. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

5. Include a *Proposal Costs Sheet and Rates* Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that may be considered optional additions.

6. Include *Disclosures* Section

Include additional disclosures that may be required, including, but not limited to, conflict of interest, compensation, and/or other pertinent disclosures.

Complete proposals, including attachments, should be no more than fifteen (15) total pages.

## METHOD OF SELECTION

A City Council Ad-hoc Committee will evaluate the information provided in the proposals and make a recommendation to the full City Council using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Demonstrated understanding of City's needs.
- Experience of the firm providing similar services to other municipalities.
- Quality of proposed staff.
- Cost effectiveness.



## PROFESSIONAL SERVICES AGREEMENT

**[INSERT Name of Consultant]**

**[INSERT Brief Description of Engagement]**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and **[INSERT NAME OF CONSULTANT]**, a **[INSERT TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.]** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

### **I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
  - 1.2 **PROSECUTION OF WORK:** The Parties agrees as follows:
    - A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within \_\_\_\_\_ (\_\_\_\_\_) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than \_\_\_\_\_ calendar days from the issuance of the Notice to Proceed (the "Completion Date");
    - B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
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- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

### 1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is [INCLUDED AS AN EXHIBIT] (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of [REDACTED] DOLLARS (\$ [REDACTED]) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

### 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

### 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access



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and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

## II. PERFORMANCE OF AGREEMENT

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

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

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

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- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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

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- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

## IV. INDEMNIFICATION

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

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immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## **V. TERMINATION**

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



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pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant



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additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

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

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

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

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

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contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

### **VI. MISCELLANEOUS PROVISIONS**

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

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### CONSULTANT:

[INSERT Business Name of Consultant]

[INSERT Business Address]

Attn: [INSERT Name/Title of Consultant's  
chief contact]

Phone: [INSERT Phone Number]

Fax: [INSERT Fax Number]

Email: [If available, INSERT e-mail or  
delete]

### CITY:

City of San Fernando

Finance Department

117 Macneil Street

San Fernando, CA 91340

Attn: Director of Finance

Phone: (818) 898-7307

Fax: (818) 365-8090

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

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

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

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addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

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

**(SIGNATURE PAGE TO FOLLOW)**

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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****[INSERT BUSINESS NAME OF  
CONSULTANT, E.G., ACME CORP. A  
CALIFORNIA CORPORATION ETC.]**

By: \_\_\_\_\_  
Alexander P. Meyerhoff, City  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_