



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
SEPTEMBER 3, 2019 – 6:00 PM
CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Antonio Lopez
Councilmember Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by Personnel Manager Michael Okafor

APPROVAL OF AGENDA

PRESENTATIONS

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.

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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) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 19-091 approving the Warrant Register.

2) CONSIDERATION TO ADOPT RESOLUTIONS AMENDING THE FISCAL YEAR (FY) 2019-2020 SALARY PLAN AND TABLE OF ORGANIZATION TO IMPLEMENT CERTAIN CHANGES IN THE APPROVED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SAN FERNANDO POLICE CIVILIANS' ASSOCIATION, SAN FERNANDO MANAGEMENT GROUP, AND SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT

Recommend that the City Council:

- a. Adopt Resolution No. 7948 amending the FY 2019-2020 Salary Plan to include certain provisions in the approved Memorandum of Understanding (MOU) between the City and the San Fernando Police Civilians' Association (SFPCA), San Fernando Management Group, and San Fernando Part-time Employees' Bargaining Unit;
- b. Adopt Resolution No. 7949 amending the Table of Organization for FY 2019-2020 to reflect certain provisions in the approved MOU between the City and SFPCA; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

3) CONSIDERATION TO ADOPT A RESOLUTION APPROVING A NEW JOB SPECIFICATION FOR DEPUTY CITY CLERK/MANAGEMENT ANALYST

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Recommend that the City Council adopt Resolution No. 7950 approving a new job specification for the position of Deputy City Clerk/Management Analyst.

4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH PUKÚU CULTURAL COMMUNITY SERVICES TO PROVIDE YOUTH DIVERSION PROGRAM SERVICES

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1929) with Pukúu Cultural Community Services to provide youth diversion program services; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

5) CONSIDERATION TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF SAN GABRIEL VALLEY TO IMPLEMENT THE ELDERLY NUTRITION PROGRAM

Recommend that the City Council:

- a. Approve Memorandum of Understanding (Contract No. 1923) between the City and Young Women's Christian Association of San Gabriel Valley to implement the Elderly Nutrition Program; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

6) CONSIDERATION TO APPROVE THE PURCHASE OF A 2019 FORD F550 4X2 ALTEC ARTICULATING TELESCOPE AERIAL DEVICE FROM ALTEC INDUSTRIES INCORPORATED

Recommend that the City Council:

- a. Approve the purchase of a 2019 Ford F550 4x2 Altec Articulating Telescope Aerial Device (Lift Truck) from Altec Industries Incorporated (Altec) through their cooperative purchasing contract with Sourcewell: formerly known as National Joint Power Alliance;
- b. Authorize the City Manager to execute a purchase agreement for the 2019 Ford F550 4x2 Lift Truck, in an amount not to exceed, \$105,116 from Altec; and
- c. Designate Vehicle Number EL-1543 as surplus property and authorize the City Manager to dispose of it as surplus property and send to auction.

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ADMINISTRATIVE REPORTS**7) RECEIVE A PRESENTATION FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGARDING THE SIXTH CYCLE REGIONAL HOUSING NEEDS ASSESSMENT**

Recommend that the City Council:

- a. Receive a presentation from the Southern California Association of Governments regarding the Sixth Cycle Regional Housing Needs Assessment; and
- b. Provide staff with direction, as appropriate.

8) RECEIVE AND FILE AN UPDATE ON THE CITY'S EMERGENCY PREPAREDNESS EFFORTS AND REVIEW OF THE CITY OF LOS ANGELES SEISMIC RETROFIT PROGRAM

Recommend that the City Council:

- a. Receive and file an update from staff regarding the City's emergency preparedness efforts and resources available to the community to assist with personal emergency preparedness;
- b. Receive and file a presentation from staff regarding the City of Los Angeles wood frame soft-story retrofit program; and
- c. Provide direction as appropriate.

9) CONSIDERATION TO ADOPT AN ORDINANCE AND RESOLUTION TO CREATE A SIDEWALK VENDING PROGRAM AND REGULATIONS IN THE CITY OF SAN FERNANDO IN COMPLIANCE WITH SENATE BILL 946

Recommend that the City Council:

- a. Waive full reading and adopt Ordinance No. 1688 by title, "An Ordinance of the City Council of the City of San Fernando, California, Repealing in Part and Amending in Part Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code to Create a Sidewalk Vending Program in Compliance with Senate Bill 946, and Amending Related Provisions of the San Fernando Municipal Code"; and
- b. Adopt Resolution No. 7942 to adopt regulations governing sidewalk vending in the City of San Fernando.

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10) CONSIDERATION TO APPOINT A TRANSPORTATION AND SAFETY COMMISSIONER

This item was placed on the agenda by Councilmember Hector A. Pacheco.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS****RECESS TO CLOSED SESSION****A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

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

All Unrepresented Employees

B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles

Agency Negotiator: City Manager Nick Kimball, Lead Negotiator

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Negotiating Parties: Brian Board and Christina Garay of Rodeo Realty on behalf of Richard C. Patterson, as to an undivided 50% interest in the subject property and David M. Kull and Ronna Kull, Trustees of the David and Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest in the subject property

Under Discussion: Price and Terms of Payment as relates to Option to Purchase Agreement

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RECONVENE/REPORT OUT FROM CLOSED SESSION**ADJOURNMENT**

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

Elena G. Chávez, CMC

City Clerk

Signed and Posted: August 29, 2019 (4:00 p.m.)

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

Regular Meeting

San Fernando City Council

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: September 3, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-091 (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 City Manager 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 City Manager 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. 19-091

ATTACHMENT "A"**RESOLUTION NO. 19-091****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT
REGISTER NO. 19-091****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 3th day of September, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 3th day of September, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
08/28/2019 10:29:05AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
215714	9/3/2019	888356 ADVANCED AUTO REPAIR	1367		EMERGENCY REPAIRS TO RECREATIC		
				12068	041-320-0420-4400	2,120.19	
			1370		VEHICLE MAINT., REPAIRS AND MINOR		
				12017	041-320-0225-4400	427.65	
			1372		VEHICLE MAINT., REPAIRS AND MINOR		
				12017	029-335-0000-4400	441.36	
			1373		VEHICLE MAINT., REPAIRS AND MINOR		
				12017	041-320-0224-4400	138.05	
					Total :	3,127.25	
215715	9/3/2019	891969 ADVANCED PURE WATER SOLUTIONS	0239542		DRINKING WATER		
					001-222-0000-4300	187.25	
					Total :	187.25	
215716	9/3/2019	890006 AGUIRRE, PETER	TRAVEL		PER DIEM-POST SBSLI CLASS 418 IN C		
					001-225-0000-4370	165.00	
					Total :	165.00	
215717	9/3/2019	887377 AKEMON, DOLORES	AUG 2019		COMMISSIONER'S STIPEND		
					001-310-0000-4111	75.00	
					Total :	75.00	
215718	9/3/2019	889043 ALADIN JUMPERS	4735		ALADIN JUMPERS RENTALS		
				12062	001-424-0000-4260	1,104.00	
			4764		ALADIN JUMPERS RENTALS		
				12062	001-424-0000-4260	1,107.00	
					Total :	2,211.00	
215719	9/3/2019	100165 AMERICAN WATER WORKS, INC.	27939		NOZZLE & ORINGS-PW2384		
					041-320-0311-4400	366.60	
					Total :	366.60	
215720	9/3/2019	888321 ARRIZON, FRANCISCO	AUG 2019		COMMISSIONER'S STIPEND		
					001-310-0000-4111	75.00	
					Total :	75.00	
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08/28/2019 10:29:05AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
215721	9/3/2019	102826 ARS RESCUE ROOTER	8104-306115		PLUMBING REPAIR-REC PARK RESTRC 043-390-0000-4330	985.00	
					Total :	985.00	
215722	9/3/2019	102530 AT & T	818-270-2203		PD NETWORK LINE-AUG'19 001-222-0000-4220	216.80	
					Total :	216.80	
215723	9/3/2019	889037 AT&T MOBILITY	287277903027X0708201		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	137.09	
					Total :	137.09	
215724	9/3/2019	892304 BARTEL ASSOCIATES, LLC	19-377	11942	CALPERS RETIREMENT PLANS-PENSI 001-190-0000-4267	3,943.00	
			19-540	11942	CALPERS RETIREMENT PLANS — PEN 001-190-0000-4267	11,602.50	
			19-540		COMPLETION OF GASB 75 REPORT 001-130-0000-4260	2,200.00	
					Total :	17,745.50	
215725	9/3/2019	892426 BEARCOM	4868033	12018	RADIO COMM. SYST. & WIRELESS BRC 001-135-0000-4260	7,388.55	
					Total :	7,388.55	
215726	9/3/2019	891301 BERNARDEZ, RENATE Z.	528		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00	
					Total :	250.00	
215727	9/3/2019	892013 BERNSTEIN, DIANA	AUG 2019		ALL ABILITIES ART CLASS 017-420-1343-4260	200.00	
					Total :	200.00	
215728	9/3/2019	892847 B-LINE INVESTIGATIONS, INC	1068	12047	SPECIALIZED INVESTIGATIVE SERVIC 001-112-0000-4270	1,351.25	
					Total :	1,351.25	
215729	9/3/2019	888800 BUSINESS CARD	061719		USB KEYS 001-150-0000-4300	417.47	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215729	9/3/2019	888800 BUSINESS CARD	(Continued)			
			061719		LODGING-CONF. TECHNICAL TRAINING	
					001-116-0000-4370	750.19
			062119		DAY CAMP FIELD TRIP	
					017-420-1399-4300	2,152.00
			062919		COUCH CLEANING	
					001-422-0000-4260	250.00
			063019		COOKIE CUTTERS	
					001-424-0000-4300	39.90
			070119		DINNER FOR CC & STAFF-CC MTG 07/1	
					001-101-0000-4300	38.77
			070219		DINNER FOR CC & STAFF-CC MTG 07/1	
					001-101-0000-4300	70.50
			070219		HARD DRIVE REPLACEMENTS	
					001-135-0000-4300	373.98
			070319		SF SUMMER NIGHTS SUPPLIES	
					001-424-0000-4300	173.21
			070819		LODGING-MMAP CONFERENCE	
					109-424-3614-4260	3,897.60
			070919		SF SUMMER NIGHT MOVIES	
					001-424-0000-4260	801.00
			071119		BUSINESS CARDS	
					001-222-0000-4300	45.85
			071219		DAY CAMP FIELD TRIP	
					017-420-1399-4300	2,796.36
			071219		LODGING-ICA SUMMER SEMINAR	
					001-101-0109-4370	761.46
			071319		LODGING-ICA SUMMER SEMINAR	
					001-105-0000-4370	731.46
			071419		LODGING-ICA SUMMER SEMINAR	
					001-101-0111-4370	1,462.92
			071419		TONER-ADMIN COPIER	
					001-101-0000-4300	321.45
					001-105-0000-4300	321.45
					001-115-0000-4300	321.44
			071519		DINNER FOR CC & STAFF-CC MTG 07/1	
					001-101-0000-4300	28.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215729	9/3/2019	888800 BUSINESS CARD	(Continued)			
			071519		JOB POSTING	
					001-105-0000-4270	423.31
			071519		RGSTR-CCAC WORKSHOP	
					001-115-0000-4370	100.00
			071619		DINNER FOR CC & STAFF-CC MTG 07/1	
					001-101-0000-4300	76.00
			071619		UPS MOUNT	
					001-222-0000-4300	42.99
			071619		COMPUTER SPEAKER; TONER	
					001-222-0000-4300	38.92
			071619		LAPTOP CHARGER	
					001-152-0000-4340	55.00
			071719		ONLINE VIDEO STORAGE	
					001-105-0000-4380	216.25
			072119		TV; MOUNTING BRACKET	
					043-390-0000-4500	342.76
			072619		ORAL BOARD LUNCH	
					001-108-0000-4270	78.59
			073119		FINANCE CHARGE	
					001-190-0000-4435	291.86
			073119		USB CABLE	
					001-130-0000-4300	6.25
			080119		POSTS BOOSTS	
					001-105-0000-4270	37.62
			080219		IT ROOM SUPPLIES	
					001-135-0000-4300	11.89
			080519		PHONE LINE	
					001-101-0103-4220	110.71
			080719		DINNER FOR CC & STAFF-CC MTG 08/1	
					001-101-0000-4300	38.77
			080719		DINNER FOR CC & STAFF-CC MTG 08/1	
					001-101-0000-4300	58.10
			080719		SUPPLIES FOR ELDERLY NUTRITION F	
					004-2346	47.97
					001-422-0000-4300	7.74
			080919		SCRATCH PADS; STAPLER & PEN REPI	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215729	9/3/2019	888800 BUSINESS CARD	(Continued)			
			081219		001-105-0000-4300 ANNUAL MEMBERSHIP	84.68
			081219		001-105-0000-4380 ADOBE ACROBAT PRO 2017	225.00
					001-311-0000-4300	149.66
					043-390-0000-4300	149.67
					070-381-0000-4300	149.67
			081319		POSTS BOOSTS	
					001-105-0000-4270	22.38
			081419		JOB POSTING	
					001-105-0000-4270	430.66
			081519		MINI DISPLAY PORTS FOR SURFACE	
					001-130-0000-4300	13.59
			081519		MINI DISPLAY PORTS FOR SURFACE	
					001-130-0000-4300	13.59
			081619		LAPTOP CHARGER	
					001-152-0000-4340	30.99
			081919		ORAL BOARD LUNCH	
					001-106-0000-4270	116.56
			081919		RGSTR FEES-LEAGUE OF CA. CITIES /	
					001-101-0101-4370	600.00
					001-105-0000-4370	325.00
					001-101-0102-4370	600.00
			081919		COFFEE/TEA SUPPLIES	
					001-101-0000-4300	51.96
					Total :	20,704.13
215730	9/3/2019	889056 CALLEROS, MARIA	REIMB.		REIMB. OF OFFICE SUPPLIES PURCH#	
					001-420-0000-4300	78.75
					Total :	78.75
215731	9/3/2019	892464 CANON FINANCIAL SERVICES, INC	20439466	12019	CANON COPIERS LEASE PAYMENT-AU	
					001-135-0000-4260	649.93
					Total :	649.93
215732	9/3/2019	892465 CANON SOLUTIONS AMERICA, INC.	4029984511		COPIER MONTHLY RATES AND OVERA	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215732	9/3/2019	892465 CANON SOLUTIONS AMERICA, INC.	(Continued)			
			4030039194	12020	001-135-0000-4260 PO#11817-SRO PRINTER MAINT. & 001-135-0000-4260	1,062.72 262.95
					Total :	1,325.67
215733	9/3/2019	893295 CHICAS MOM INC	2000425.001		FACILITY RENTAL REFUND	
					017-3770-1395	204.00
					Total :	204.00
215734	9/3/2019	101957 CITY OF LOS ANGELES	38SF200000002		FIRE SERVICES-SEPT 2019	
					001-500-0000-4260	222,243.00
					Total :	222,243.00
215735	9/3/2019	103029 CITY OF SAN FERNANDO	1953-1989		REIMB. TO WORKER'S COMP	
					006-1038	8,860.23
					Total :	8,860.23
215736	9/3/2019	890893 CITY OF SAN FERNANDO	JULY 2019		COMMISSIONER'S STIPEND DONATIO	
			NONPO		001-115-0000-4111 CIF DONATION-ED COMM SCHOLARSH	75.00
					053-101-0101-4430	500.00
					Total :	575.00
215737	9/3/2019	892480 CLEAN ENERGY	CEW12152763		CNG STATION REPAIR & MAINTENANC	
				12066	074-320-0000-4260	1,427.56
			CEW12152766		CNG STATION REPAIR & MAINTENANC	
				12066	074-320-0000-4260	1,255.50
			CEW12174446		CNG STATION REPAIR & MAINTENANC	
				12066	074-320-0000-4260	1,651.70
			CEW12188013		CNG STATION REPAIR & MAINTENANC	
				12066	074-320-0000-4260	162.00
			CEW12199535		CNG STATION REPAIR & MAINTENANC	
				12066	074-320-0000-4260	270.00
			CEW12208628		CNG STATION REPAIR & MAINTENANC	
				12066	074-320-0000-4260	715.50
					Total :	5,482.26

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215738	9/3/2019	100493 CNC ENGINEERING	459170	11990	LANDSCAPE ARCHITECT SERVICES 029-335-0000-4260	6,895.00 6,895.00
215739	9/3/2019	100805 COOPER HARDWARE INC.	116641		MISC SUPPLIES FOR PW OPS 070-383-0301-4300	71.66
			117094	12034	MISCELLANEOUS SUPPLIES FOR PW (44.79
			117138	12034	MISCELLANEOUS SUPPLIES FOR PW (59.74
					Total :	176.19
215740	9/3/2019	892937 CORONA, AIDEE	AUG 2019		INSTRUCTOR-CARDIO DANCE & PUMF 017-420-1322-4260	200.00 200.00
215741	9/3/2019	100562 CPRS	FY19/20		(2) MEMBERSHIP DUES 001-420-0000-4380	340.00 340.00
215742	9/3/2019	103794 CSUN/ CENTER FOR	104SFV		GIS SERVICES	
				11542	070-383-0000-4270	330.00
				11542	001-190-0000-4267	503.00
				11542	001-150-0000-4270	428.00
				11542	001-152-0000-4260	450.00
					Total :	1,711.00
215743	9/3/2019	892232 CULVER COMPANY	55299		ACTIVITIES & PROGRAMS FOR NATION 070-384-0000-4430	980.52 980.52
215744	9/3/2019	893293 DELGADO, DANIEL	TRAVEL		PER DIEM-PEER SUPPORT COURSE IN 001-225-0000-4360	60.00 60.00
215745	9/3/2019	893133 DELGADO, MIGUELA	092119		MUSIC-SR CLUB DANCE 004-2380	700.00

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215745	9/3/2019	893133 DELGADO, MIGUELA	(Continued)		Total :	700.00
215746	9/3/2019	100932 DEPARTMENT OF TOXIC SUBSTANCES	VQ2019876		EPA ID NO. VERIFICATION & HAZ WAST 072-360-0000-4450	400.00 400.00
215747	9/3/2019	100979 DOCTOR DIESEL	19-571		FUEL TANKS SERVICED @ PD & CH 041-320-0000-4260	730.00 730.00
215748	9/3/2019	888951 DOMINGUEZ, WALTER	REIMB.		REIMB-K9 SUPPLIES 001-225-0000-4270	191.15 191.15
215749	9/3/2019	101010 DUTHIE POWER SERVICES INC.	A66078	12073	GENERATOR MAINTENANCE AND EME 070-384-0000-4400	691.00 691.00
215750	9/3/2019	889121 EDGESOFT, INC.	699	12004	AUG-MNTHLY ANNUAL MAINT.- AUTOM 055-135-0000-4260	2,080.00 2,080.00
215751	9/3/2019	892826 EMBASSY CONSULTING	89965		RGSTR-PEER SUPPORT COURSE IN AI 001-225-0000-4360	175.00 175.00
215752	9/3/2019	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDING 001-190-0222-4132 001-190-0420-4132 001-190-0310-4132	6,300.00 28.00 1,364.00 Total : 7,692.00
215753	9/3/2019	890401 ENVIROGEN TECHNOLOGIES INC	0010988-IN	11930	MAINT, REPAIR & EXTENDED WARRANT 070-384-0857-4260	9,450.68
			0011164-IN	11930	MAINT, REPAIR & EXTENDED WARRANT 070-384-0857-4260	8,652.04 Total : 18,102.72

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215754	9/3/2019	890879 EUROFINS EATON ANALYTICAL, INC	L0460352	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0460812	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	135.00
			L0460975	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0461269	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	36.00
			L0461748	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	152.00
			L0461753	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0461757	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	200.00
			L0461966	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0461990	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0462062	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	319.00
			L0462418	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0462419	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	45.00
			L0462422	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0462697	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0462704	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0463402	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	152.00
			L0463630	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0463631	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	150.00
			L0464361		WATER TESTING AND ANALYSIS SERV	

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215754	9/3/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)	12036	070-384-0000-4260	144.00
			L0464362	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	200.00
			L0465215	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0467104	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	36.00
					Total :	3,195.00
215755	9/3/2019	103851 EVERSOF, INC.	R1967820		WATER SOFTENER RENTAL 070-384-0000-4260	1.20
					Total :	1.20
215756	9/3/2019	890377 F & F SIGNS	0275		VEHICLE MAINTS 041-320-0225-4400 070-384-0000-4400	602.85 341.00
					Total :	943.85
215757	9/3/2019	890981 FAJARDO, JOEL	REIMB.		WELLNESS BENEFIT REIMB. FY19/20 001-101-0103-4140	70.00
			REIMB.		PARKING FEE REIMB-SFVCOG MEETIN 001-101-0103-4380	5.00
					Total :	75.00
215758	9/3/2019	891622 FARMER BROTHERS	69250808		BREAKROOM SUPPLIES 001-222-0000-4300	165.38
					Total :	165.38
215759	9/3/2019	892198 FRONTIER COMMUNICATIONS	209-150-5250-081292		RADIO REPEATER-PD 001-222-0000-4220	45.83
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	54.86
			209-151-4943-081292		RADIO REPEATER-PD 001-222-0000-4220	45.83
			818-361-2385-012309		MTA & CREDIT CARD PHONE LINES 007-440-0441-4220	109.71

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215759	9/3/2019	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-361-2472-031415		001-190-0000-4220 PWV PHONE LINE	54.86
			818-361-7825-120512		070-384-0000-4220 HERITAGE PARK IRRIG SYSTEM	514.40
			818-831-5002-052096		001-420-0000-4220 PD ACTIVITIES PHONE LINE	55.73
			818-837-7174-052096		001-222-0000-4220 PD SPECIAL ACTIVITIES PHONE LINE	53.98
			818-898-7385-033105		001-222-0000-4220 LP FAX LINE	35.84
					001-420-0000-4220	31.48
					Total :	1,002.52
215760	9/3/2019	893294 GARCIA, JENNIFER	REIMB.		MILEAGE REIMB-WORK RELATED	
					001-420-0000-4390	17.28
					Total :	17.28
215761	9/3/2019	101296 GEMINI GROUP L.L.C.	119-13668		CCR WATER QUALITY REPORT	
					070-381-0000-4430	2,274.00
					Total :	2,274.00
215762	9/3/2019	889352 GOMEZ, ADRIANA	AUG 2019		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	75.00
215763	9/3/2019	890235 GOODIE'S UNIFORMS	2019-13002		PATROL OFFICERS' JACKETS	
					001-222-0000-4300	284.68
					Total :	284.68
215764	9/3/2019	892550 GOVEA, DAVID	JULY 2019		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
215765	9/3/2019	101379 GRAPPLERS, INC.	19314		GRAPPLERS-TRASH PICK UP	
					043-390-0000-4300	311.88
					Total :	311.88

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215766	9/3/2019	893278 GRP2 UNIFORMS INC	700035608		OFFICER UNIFORM ACCESSORIES	
			700036173		001-222-0000-4300 OFFICER UNIFORMS	193.79
			700036174		001-222-0000-4300 HOLSTER	653.89
			700036177		001-222-0000-4300 OFFICER UNIFORMS	186.31
					001-222-0000-4300	363.76
					Total :	1,397.75
215767	9/3/2019	101436 HACH COMPANY	11572658		CHLORINE RESIDUAL KIT SUPPLIES	
					070-384-0000-4310	373.06
					Total :	373.06
215768	9/3/2019	890594 HEALTH AND HUMAN RESOURCE	E0209896		EAP - SEPT 2019	
					001-106-0000-4260	243.10
					Total :	243.10
215769	9/3/2019	893298 HERNANDEZ, AMANDA	1535		FACILITY RENTAL REFUND	
					001-2220	41.00
					Total :	41.00
215770	9/3/2019	890360 HERRERA, NINAMARIE JULIA	AUG 2019		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	75.00
215771	9/3/2019	893154 HUITT- ZOLLARS, INC	3099580202	11974	DRONFIELD RESERVOIR	
					070-385-0000-4270	928.45
					Total :	928.45
215772	9/3/2019	892330 INTERNATIONAL BUSINESS, INFORMATION TI 2256			LEFTA ANNUAL IT SUPPORT	
					001-222-0000-4260	1,000.00
					Total :	1,000.00
215773	9/3/2019	101650 INTOXIMETERS, INC.	634577		HANDHELD REPAIR	
					001-222-0000-4300	176.50
					Total :	176.50

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215774	9/3/2019	891777 IRRIGATION EXPRESS	15156698-00	12038	MISC IRRIGATION SUPPLIES FOR REP, 043-390-0000-4300	173.01
					Total :	173.01
215775	9/3/2019	101764 KEYSTONE UNIFORM DEPOT	066793		UNIFORMS FOR DISPATCHER 001-222-0000-4300	419.11
			66794		UNIFORMS FOR DISPATCHER 001-222-0000-4300	419.11
					Total :	838.22
215776	9/3/2019	101795 KOSMONT & ASSOCIATES	18-0099-008	11893	REAL ESTATE ADVISORY SERVICES 001-150-0000-4270	2,711.70
					Total :	2,711.70
215777	9/3/2019	101990 L.A. COUNTY METROPOLITAN	104185		TAP CARD REFILLS - JULY 2019 007-440-0441-4260	1,012.00
					Total :	1,012.00
215778	9/3/2019	102007 L.A. COUNTY SHERIFFS DEPT.	200110BL		INMATE MEAL PROGRAM-JULY 2019 001-225-0000-4350	789.03
					Total :	789.03
215779	9/3/2019	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210	162.37
			494-750-1000		WATER - 12900 DRONFIELD 070-384-0000-4210	102.93
			500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	238.67
			594-750-1000		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	7,014.89
			694-750-1000		ELECTRIC & WATER-13180 DRONFIELD 070-384-0000-4210	6,916.39
			757-750-1000		WATER-14060 SAYRE 070-384-0000-4210	67.18
					Total :	14,502.43
215780	9/3/2019	889095 LAFD - C.U.P.A.	IN0292476		HAZMAT PERMITS	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215780	9/3/2019	889095 LAFD - C.U.P.A.	(Continued)		072-360-0000-4260	2,638.00
					Total :	2,638.00
215781	9/3/2019	892659 LECHOWICZ & TSENG MUNICIPAL	6	11648	WATER AND SEWER UTILITY RATE STL 072-360-0000-4260	682.50
				11648	070-381-0000-4260	682.50
					Total :	1,365.00
215782	9/3/2019	101920 LIEBERT CASSIDY WHITMORE	1482138		LEGAL SERVICES 001-112-0000-4270	654.00
			1482139		LEGAL SERVICES 001-112-0000-4270	6,216.00
			1482140		LEGAL SERVICES 001-112-0000-4270	5,069.00
			1483628		LEGAL SERVICES 001-112-0000-4270	210.00
			1483629		LEGAL SERVICES 001-112-0000-4270	1,575.00
			1483987		LEGAL SERVICES 001-112-0000-4270	1,772.00
					Total :	15,496.00
215783	9/3/2019	888468 MAJOR METROPOLITAN SECURITY	1094137	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1094138	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1094139	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1094140	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1094141	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1094142	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1094143	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
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215783	9/3/2019	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1094144	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1094145	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1094146	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1094147	12049	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1094148	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			1094149	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1094150	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			1094151	12049	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
					Total :	292.00
215784	9/3/2019	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	34.52
					Total :	34.52
215785	9/3/2019	892140 MICHAEL BAKER	1056520	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0157-4260	945.00
					Total :	945.00
215786	9/3/2019	102226 MISSION LINEN SUPPLY	510437603		LAUNDRY 001-225-0000-4350	98.48
			510466688		LAUNDRY 001-225-0000-4350	89.83
			510487029		LAUNDRY 001-225-0000-4350	117.79
			510513898		LAUNDRY 001-225-0000-4350	103.40
			510534034		LAUNDRY 001-225-0000-4350	111.63
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215786	9/3/2019	102226 MISSION LINEN SUPPLY	(Continued) 510567039		LAUNDRY 001-225-0000-4350	90.25
					Total :	611.38
215787	9/3/2019	891542 MR "B" PRINTING INC.	39558	12030	PRINTING MATIERIALS: RCS DEPARTM 001-420-0000-4260	312.00
			39758	12030	PRINTING MATIERIALS: RCS DEPARTM 001-420-0000-4260	558.45
					Total :	870.45
215788	9/3/2019	102325 NAPA AUTO PARTS	5478-001216		VEHICLE MAINT-#4244 070-383-0000-4400	77.52
			5478-001751		JUMPER PACK 041-320-0000-4310	186.99
			5478-998568		SMALL TOOLS 041-320-0000-4340	65.93
					Total :	330.44
215789	9/3/2019	892289 NATIONAL AUTO FLEET GROUP	F06368	11935	2019 FORD TRANSIT VAN (W2X) T-350 070-385-0000-4500	64,472.93
					Total :	64,472.93
215790	9/3/2019	102348 NATIONAL NEIGHBORHOOD WATCH	1908775		NEIGHBORHOOD WATCH SIGNS 001-222-0000-4300	705.37
					Total :	705.37
215791	9/3/2019	102423 OCCU-MED, INC.	0819901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4270	1,498.00
					Total :	1,498.00
215792	9/3/2019	102432 OFFICE DEPOT	2324861382		OFFICE SUPPLIES 001-420-0000-4300	63.13
			2328608900		OFFICE SUPPLIES 001-222-0000-4300	19.64
			348672100001		OFFICE SUPPLIES 001-420-0000-4300	110.26
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215792	9/3/2019	102432 OFFICE DEPOT	(Continued)			
			348672101001		OFFICE SUPPLIES	
					001-420-0000-4300	12.20
			349820977001		OFFICE SUPPLIES	
					001-420-0000-4300	81.08
			351488395001		ITEM RETURNED	
					001-420-0000-4300	-93.19
			352729377001		OFFICE SUPPLIES	
					070-384-0000-4300	203.54
			352741809001		OFFICE SUPPLIES	
					070-383-0000-4300	59.04
			352741810001		OFFICE SUPPLIES	
					070-383-0000-4300	2.71
			352865072001		OFFICE SUPPLIES	
					001-222-0000-4300	141.11
			352865335001		OFFICE SUPPLIES	
					001-222-0000-4300	13.52
			358905969001		OFFICE SUPPLIES	
					001-420-0000-4300	131.94
					001-423-0000-4300	93.55
			359326090001		OFFICE SUPPLIES	
					001-130-0000-4300	50.75
			360472068001		OFFICE SUPPLIES	
					001-222-0000-4300	57.32
					Total :	946.60
215793	9/3/2019	892572 OLIVAREZ MADRUGA	7669		LEGAL SERVICES	
					001-110-0000-4270	15,342.46
					070-110-0000-4270	152.50
			7977		LEGAL SERVICES	
					001-110-0000-4270	19,243.58
					070-110-0000-4270	168.00
					Total :	34,906.54
215794	9/3/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-340202	12025	VEH. SERV., MAINT. & REPAIR PARTS	
					041-320-0152-4400	32.99
			4605-340974		VEH. SERV., MAINT. & REPAIR PARTS	

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215794	9/3/2019	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-341428	12025	043-390-0000-4300	11.69
					VEH. SERV., MAINT. & REPAIR PARTS	
			4605-341488	12025	041-320-0390-4400	15.75
					VEH. SERV., MAINT. & REPAIR PARTS	
			4605-341500	12025	041-320-0390-4400	69.54
					VEH. SERV., MAINT. & REPAIR PARTS	
			4605-341545	12025	041-320-0370-4400	215.04
					VEH. SERV., MAINT. & REPAIR PARTS	
			4605-341592	12025	041-320-0390-4400	20.55
					VEH. SERV., MAINT. & REPAIR PARTS	
			4605-341612	12025	041-1215	50.13
					VEH. SERV., MAINT. & REPAIR PARTS	
			4605-341652	12025	041-1215	56.01
					VEH. SERV., MAINT. & REPAIR PARTS	
			4605-341653	12025	041-1215	-56.01
					VEH. SERV., MAINT. & REPAIR PARTS	
			4605-342354	12025	070-383-0000-4400	108.20
					VEH. SERV., MAINT. & REPAIR PARTS	
			4605-342477	12025	041-320-0225-4400	8.86
					VEH. SERV., MAINT. & REPAIR PARTS	
					041-1215	11.31
					Total :	544.06
215795	9/3/2019	892749 PACHECO, VERONICA	JULY 2019		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
215796	9/3/2019	889763 PEREZ-HELLIWELL, JENNIFER	AUG 2019		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
215797	9/3/2019	102624 PITNEY BOWES	1013680545		MAINT FOR FOLDING MACHINE 09/01-1	
					070-382-0000-4300	407.25
					072-360-0000-4300	407.25
					Total :	814.50

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215798	9/3/2019	890994 PONCE, JOE	AUG 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
215799	9/3/2019	102688 PROFESSIONAL PRINTING CENTERS	14846		2020 CENSUS FOAMBOARDS & CITY C 001-105-0000-4270	283.80
					Total :	283.80
215800	9/3/2019	102697 PROVIDENCE HOLY CROSS	72000087905800		PROFESSIONAL SERVICES 001-225-0000-4350	35.00
					Total :	35.00
215801	9/3/2019	890004 PTS	2025547		PD PAY PHONE-SEPT 2019 001-190-0000-4220	62.64
					Total :	62.64
215802	9/3/2019	102738 QUINTERO ESCAMILLA, VIOLETA	JULY & AUG 2019		SENIOR MUSIC INSTRUCTOR 017-420-1323-4260	480.00
					Total :	480.00
215803	9/3/2019	102803 RED WING SHOE STORE	284-1-37499	12014	SAFETY BOOTS FOR PW FIELD PERSC 070-383-0000-4310	214.07
			284-2-19372	12014	SAFETY BOOTS FOR PW FIELD PERSC 070-384-0000-4310	148.91
					Total :	362.98
215804	9/3/2019	891881 REMENIH, MICHAEL	JULY 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
215805	9/3/2019	889602 RESPOND SYSTEMS	381888		FIRST AID KIT-CITY HALL 001-310-0000-4300	253.11
					Total :	253.11
215806	9/3/2019	893299 REYES, AURELIA	1397		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215807	9/3/2019	893143 RICHARDS, SANDRA MARIE	AUG 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
215808	9/3/2019	887296 ROBLEDO, OLIVIA	JULY 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
215809	9/3/2019	893300 RODRIGUEZ, ADRIANNA	1434		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
215810	9/3/2019	890362 RTB BUS LINE	19-306	12015	SUMMER CAMP 2019 BUSES 007-440-0443-4260	1,050.00
					Total :	1,050.00
215811	9/3/2019	893156 RUIZ CARRILLO, MARIA DE LA PAZ	081719		SENIOR CLUB DANCE CLEAN UP ON 0 004-2380	208.00
			092119		SENIOR CLUB DANCE CLEAN UP ON 0 004-2380	208.00
					Total :	416.00
215812	9/3/2019	892856 SALAS, JUAN	REIMB.		DRY CLEANERS-30 TABLE CLOTHES 004-2380	70.00
					Total :	70.00
215813	9/3/2019	103051 SAN FERNANDO POLICE	FY19/20		CIF-2019 NATIONAL NIGHT OUT 053-101-0101-4430	319.30
			FY19/20		CIF-2019 NATIONAL NIGHT OUT 053-101-0102-4430	250.00
					Total :	569.30
215814	9/3/2019	103057 SAN FERNANDO VALLEY SUN	10608		PUBLICATION OF CUP-1426 SFRD 001-2205	150.00
					Total :	150.00
215815	9/3/2019	103064 SAN GABRIEL VALLEY CITY	FY19/20		ANNUAL MEMBERSHIP DUES 001-105-0000-4380	55.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215815	9/3/2019	103064103064 SAN GABRIEL VALLEY CITY	(Continued)			Total :55.00
215816	9/3/2019	893297 SANTAMARIA, CARMELA	2000290.003		SENIOR TRIP REFUND 004-2383	35.00 Total :35.00
215817	9/3/2019	893107 SIEMENS MOBILITY INC	5610162702	11946 11946 11946	FY 2018/19 ON-CALL TRAFFIC SIGNAL I 001-371-0301-4300 001-371-0564-4300 001-371-0301-4300	5,648.51 10.22 3,910.64 Total :9,569.37
215818	9/3/2019	103184 SMART & FINAL	24203		OFFICE SUPPLIES 001-420-0000-4300 004-2346	67.78 11.89
			26309		SUPPLIES-SUMMER NIGHT EVENT 001-424-0000-4300	152.49
			26791		SUPPLIES-SR CLUB DANCE 004-2380	34.95
			36688		SUPPLIES-SENIOR CLUB DANCE 004-2391	73.35
			36689		SUPPLIES-SR CLUB DANCE 004-2380	65.09
			37115		SUPPLIES-SR CLUB DANCE 004-2380	88.66
			38518		DAY CAMP WEEKLY SUPPLIES 017-420-1399-4300	29.92
			40627		EVENT SUPPLIES 001-310-0000-4300	54.93
			44580		SUPPLIES-END OF CAMP BBQ 017-420-1399-4300	167.14
			52286		MISC SUPPLIES 001-222-0000-4300	32.45
			57627		SUPPLIES-SUMMER NIGHT EVENT 004-2391	45.17 Total :823.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
215819	9/3/2019	890553 SMART SOURCE OF CALIFORNIA LLC	1493218		BLUE AND GREEN WATER BILL STOCK			
				12080	070-382-0000-4300	3,669.51		
				12080	072-360-0000-4300	3,669.51		
					Total :	7,339.02		
215820	9/3/2019	103193 SNAP-ON INDUSTRIAL	ARV/40707818		SCANNER UPGRADE			
					041-320-0000-4320	1,041.36		
					Total :	1,041.36		
215821	9/3/2019	892367 SOLIS, MARGARITA	77-78;81-83		L P SENIOR PETTY CASH REIMB.			
					004-2380	81.55		
					Total :	81.55		
215822	9/3/2019	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION			
					074-320-0000-4402	5,023.07		
					Total :	5,023.07		
215823	9/3/2019	100540 STATE CONTROLLER'S OFFICE	FTB-00000969		FTB FEES FOR WITHHOLDINGS			
					001-222-0000-4260	776.36		
					Total :	776.36		
215824	9/3/2019	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	393900		LIVESCAN FINGERPRINTING-JULY 2019			
			395968		004-2386	3,379.00		
					FINGERPRINTS-JULY 2019			
					001-106-0000-4270	96.00		
					Total :	3,475.00		
215825	9/3/2019	893296 TALVITIE, JENNIFER	2000426.001		DAY CAMP REFUND			
					017-3770-1399	200.00		
					Total :	200.00		
215826	9/3/2019	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST			
					043-390-0000-4210	450.11		
			084-220-3249-3		GAS-505 S HUNTINGTON			
					043-390-0000-4210	31.07		
			088-520-6400-8		GAS-117 MACNEIL			
					043-390-0000-4210	44.60		
			090-620-6400-2		GAS-120 MACNEIL			
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215826	9/3/2019	103205 THE GAS COMPANY	(Continued)		070-381-0000-4210	4.60
					072-360-0000-4210	4.60
			143-287-8131-6		043-390-0000-4210	9.21
					GAS-208 PARK	
					043-390-0000-4210	38.35
					Total :	582.54
215827	9/3/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490 6341444			MISC TOOLS-WATER TRUCK	
			9512997		070-383-0000-4340	602.80
					MISC SUPPLIES	
					001-370-0301-4300	43.12
					Total :	645.92
215828	9/3/2019	890833 THOMSON REUTERS	840689413		DET INVESTIGATION TOOLS-JULY 2019	
					001-135-0000-4260	201.73
					Total :	201.73
215829	9/3/2019	103903 TIME WARNER CABLE	0010518080119		CABLE-REC PARK (07/29-08/28)	
					001-420-0000-4260	233.82
			10328080519		CABLE-08/05/19-09/04/19	
					001-190-0000-4220	134.70
			283057080519		CABLE-LP PARK (08/05-09/04)	
					001-420-0000-4260	255.25
					Total :	623.77
215830	9/3/2019	892830 TOURCOACH CHARTER & TOURS	38564		BUS-LP CLUB DAY TRIP TO FORD THE/	
					007-440-0443-4260	250.00
					004-2383	516.91
					Total :	766.91
215831	9/3/2019	103413 TRANS UNION LLC	07905420		CREDIT CHECKS	
					001-222-0000-4260	70.00
					Total :	70.00
215832	9/3/2019	890998 TRUJILLO, RODOLFO	AUG 2019		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215832	9/3/2019	890998 890998 TRUJILLO, RODOLFO	(Continued)			Total : 75.00
215833	9/3/2019	892258 UNIFORM & ACCESSORIES	715789		DISPATCHER UNIFORM	
			720188		001-222-0000-4300	655.12
					OFFICER UNIFORM	
			720190		001-222-0000-4300	249.01
					OFFICER UNIFORM	
					001-222-0000-4300	259.94
			720463		UNIFORM PANTS TAILORING	
					001-222-0000-4300	21.88
			728044		CSO JACKETS	
					001-222-0000-4300	218.91
					Total :	1,404.86
215834	9/3/2019	888241 UNITED SITE SERVICES OF CA INC	114-8748590		PORTABLE TOILET RENTAL-12900 DRC	
					070-384-0000-4260	170.17
			114-8769926		PORTABLE TOILET RENTAL-REC PARK	
					043-390-0000-4260	191.30
			114-8839664		PORTABLE TOILET RENTAL-501 FIRST	
					043-390-0000-4260	738.92
			114-8865385		PORTABLE TOILET RENTAL-LAYNE PAI	
					043-390-0000-4260	509.93
			114-8894778		PORTABLE TOILET RENTAL-12900 DRC	
					070-384-0000-4260	170.17
			114-8916290		PORTABLE TOILET RENTAL-REC PARK	
					043-390-0000-4260	191.30
					Total :	1,971.79
215835	9/3/2019	889287 UNITED TRUCK CENTERS	62509		VEHICLE MAINT-WA7218	
					070-383-0000-4400	1,564.03
					Total :	1,564.03
215836	9/3/2019	893180 URENA, RAQUEL	080119		REIMB-FOOD FOR SR MNTHLY MTG	
					004-2380	149.99
					Total :	149.99
215837	9/3/2019	103449 USA BLUE BOOK	978818		WATER RESERVOIRS MAINT & REPAIR	
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215837	9/3/2019	103449 USA BLUE BOOK	(Continued)		070-384-0301-4300	1,120.17
					Total :	1,120.17
215838	9/3/2019	889644 VERIZON BUSINESS	74522438		CITY HALL LONG DISTANCE	
			74522439		001-190-0000-4220	52.40
			74522440		CITY YARD LONG DISTANCE	
			74522441		070-384-0000-4220	17.39
			74522442		CITY HALL LONG DISTANCE	
			74522443		001-190-0000-4220	26.20
			74522442		POLICE LONG DISTANCE	
			74522443		001-222-0000-4220	125.48
			74522443		CITY YARD LONG DISTANCE	
			74522981		070-384-0000-4220	10.48
			74522981		PARKS LONG DISTANCE	
			74522992		001-420-0000-4220	15.97
			74522992		CITY YARD LONG DISTANCE	
					001-310-0000-4220	5.30
					CITY HALL LONG DISTANCE	
					001-190-0000-4220	67.83
					Total :	321.05
215839	9/3/2019	100101 VERIZON WIRELESS-LA	9835743814		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	61.44
					001-101-0111-4220	61.44
					001-101-0103-4220	54.45
					001-101-0102-4220	54.45
					001-105-0000-4220	60.27
					Total :	292.05
215840	9/3/2019	891845 VINYL PRODUCTS MFG., INC	638120		INMATE SUPPLIES	
					001-225-0000-4350	67.10
					Total :	67.10
215841	9/3/2019	889138 WIEDER, CAROL	080719		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	250.00

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215841	9/3/2019	889138 889138 WIEDER, CAROL	(Continued)			Total : 250.00
215842	9/3/2019	891531 WILLDAN ENGINEERING	003-29950		GENERAL ENGINEERING SERVICES	
			00330204	11812	001-310-0000-4270	2,210.00
				11599	PROVIDE GRANT ADMINISTRATION SE	20.24
				11599	010-311-6676-4270	171.76
					008-311-6676-4600	
					Total :	2,402.00
215843	9/3/2019	892023 WINDSTREAM	71655288		PHONE SERVICE 08/18/19-09/17/19	
					001-222-0000-4220	662.24
					001-420-0000-4220	972.19
					070-384-0000-4220	528.95
					001-190-0000-4220	1,785.67
					Total :	3,949.05
215844	9/3/2019	103716 WORKBOOT WAREHOUSE	4-35792		SAFETY WORK BOOTS	
			4-35793		041-320-0000-4310	235.53
			4-35799		SAFETY WORK BOOTS	
			4-35800		041-320-0000-4310	146.18
			4-35826		SAFETY WORK BOOTS	
			4-35827		043-390-0000-4310	343.94
			4-36013		SAFETY WORK BOOTS	
					043-390-0000-4310	359.71
					070-383-0000-4310	359.71
					SAFETY WORK BOOTS	
					070-384-0000-4310	235.53
					SAFETY WORK BOOTS	
					043-390-0000-4310	235.53
					Total :	1,916.13
131 Vouchers for bank code :		bank3				Bank total : 546,158.14
131 Vouchers in this report					Total vouchers :	546,158.14

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215472	8/1/2019	100286 BAKER, BEVERLY	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
215473	8/1/2019	893277 CROOK, LORETTA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	517.66
					Total :	517.66
215474	8/1/2019	100916 DEIBEL, PAUL	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215475	8/1/2019	891041 GARCIA, CONNIE	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215476	8/1/2019	101781 KISHITA, ROBERT	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215477	8/1/2019	101926 LILES, RICHARD	19-Aug		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	247.21 247.20
					Total :	494.41
215478	8/1/2019	891027 LOCKETT, JOANN	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215479	8/1/2019	102126 MARTINEZ, MIGUEL	19-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	482.64
					Total :	482.64
215480	8/1/2019	891031 ORTEGA, JIMMIE	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215481	8/1/2019	891032 OTREMB, EUGENE	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
215482	8/1/2019	891354 RAMIREZ, ROSALINDA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					Total :	482.64
215483	8/1/2019	102940 RUIZ, RONALD	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
215484	8/1/2019	103121 SERRANO, ARMANDO	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
215485	8/1/2019	892782 TIGHE, DONNA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215486	8/1/2019	891046 VANAALST, LEONILDA	19-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	187.74
					Total :	187.74
15 Vouchers for bank code : bank3						Bank total : 5,759.71
15 Vouchers in this report						Total vouchers : 5,759.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215487	8/1/2019	100042 ABDALLAH, ALBERT	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,234.75 Total : 1,234.75
215488	8/1/2019	100091 AGORICHAS, JOHN	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	224.41 Total : 224.41
215489	8/1/2019	891039 AGUILAR, JESUS	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 Total : 511.48
215490	8/1/2019	100104 ALBA, ANTHONY	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 Total : 653.66
215491	8/1/2019	891011 APODACA-GRASS, ROBERTA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 Total : 653.66
215492	8/1/2019	100306 BARNARD, LARRY	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00 Total : 1,226.00
215493	8/1/2019	100346 BELDEN, KENNETH M.	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00 Total : 1,226.00
215494	8/1/2019	892233 BUZZELL, CAROL	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	163.37 Total : 163.37
215495	8/1/2019	891350 CALZADA, FRANK	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 Total : 462.74
215496	8/1/2019	100642 CASTRO, RICO	19-Aug		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215496	8/1/2019	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,551.56 Total : 1,551.56
215497	8/1/2019	891014 CREEKMORE, CASIMIRA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 Total : 258.83
215498	8/1/2019	891016 DEATON, MARK	19-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	494.41 Total : 494.41
215499	8/1/2019	100913 DECKER, CATHERINE	19-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	653.66 Total : 653.66
215500	8/1/2019	100925 DELGADO, RALPH	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 Total : 462.74
215501	8/1/2019	892102 DOSTER, DARRELL	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 Total : 653.66
215502	8/1/2019	100996 DRAKE, JOYCE	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 Total : 258.83
215503	8/1/2019	100995 DRAKE, MICHAEL	19-Aug		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	129.42 129.41 Total : 258.83
215504	8/1/2019	100997 DRAPER, CHRISTOPHER	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46 Total : 1,472.46
215505	8/1/2019	101044 ELEY, JEFFREY	19-Aug		CALPERS HEALTH REIMB	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215505	8/1/2019	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	1,940.00
					Total :	1,940.00
215506	8/1/2019	891040 FISHKIN, RIVIAN	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215507	8/1/2019	892103 GAJDOS, BETTY	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215508	8/1/2019	891351 GARCIA, DEBRA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	677.47
					Total :	677.47
215509	8/1/2019	891067 GARCIA, NICOLAS	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.56
					Total :	1,177.56
215510	8/1/2019	101318 GLASGOW, KEVIN	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46
					Total :	1,472.46
215511	8/1/2019	891020 GLASGOW, ROBERT	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	377.00
					Total :	377.00
215512	8/1/2019	891021 GUIZA, JENNIE	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215513	8/1/2019	101415 GUTIERREZ, OSCAR	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215514	8/1/2019	891352 HADEN, SUSANNA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					Total :	482.64
						Page: 3

vchlist 07/31/2019 12:20:47PM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215514	8/1/2019	891352 891352 HADEN, SUSANNA	(Continued)			482.64
					Total :	482.64
215515	8/1/2019	101440 HALCON, ERNEST	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00
					Total :	1,226.00
215516	8/1/2019	891918 HARTWELL, BRUCE	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
215517	8/1/2019	101465 HARVEY, DAVID	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215518	8/1/2019	101466 HARVEY, DEVERY MICHAEL	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,679.00
					Total :	1,679.00
215519	8/1/2019	101471 HASBUN, NAZRI A.	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50
					Total :	1,203.50
215520	8/1/2019	891023 HATFIELD, JAMES	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
215521	8/1/2019	892104 HERNANDEZ, ALFONSO	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,503.07
					Total :	1,503.07
215522	8/1/2019	891024 HOOKER, RAYMOND	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	707.78
					Total :	707.78
215523	8/1/2019	101538 HOUGH, RAY	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
					Total :	462.74
						Page: 4

vchlist 07/31/2019 12:20:47PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215524	8/1/2019	101597 IBRAHIM, SAMIR	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
215525	8/1/2019	101694 JACOBS, ROBERT	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,147.00 1,147.00
215526	8/1/2019	892105 KAHMANN, ERIC	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
215527	8/1/2019	101786 KLOTZSCHE, STEVEN	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 832.98
215528	8/1/2019	891866 KNIGHT, DONNA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
215529	8/1/2019	892929 LEWIS, WANDA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
215530	8/1/2019	891043 LIEBERMAN, LEONARD	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
215531	8/1/2019	101933 LITTLEFIELD, LESLEY	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
215532	8/1/2019	102059 MACK, MARSHALL	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 1,203.50
215533	8/1/2019	891010 MAERTZ, ALVIN	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
						Page: 5

vchlist 07/31/2019 12:20:47PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215533	8/1/2019	891010 MAERTZ, ALVIN	(Continued)			511.48
215534	8/1/2019	888037 MARTINEZ, ALVARO	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 1,101.28
215535	8/1/2019	102206 MILLER, WILMA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
215536	8/1/2019	102212 MIRAMONTES, MONICA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 1,203.50
215537	8/1/2019	102232 MIURA, HOWARD	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
215538	8/1/2019	892106 MONTAN, EDWARD	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 832.98
215539	8/1/2019	102365 NAVARRO, RICARDO A	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 462.74
215540	8/1/2019	102473 ORDELHEIDE, ROBERT	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,551.56 1,551.56
215541	8/1/2019	102483 OROZCO, ELVIRA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	163.37 163.37
215542	8/1/2019	102486 ORSINI, TODD	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,605.35 1,605.35
						Page: 6

vchlist 07/31/2019 12:20:47PM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215543	8/1/2019	102569 PARKS, ROBERT	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,940.00 1,940.00
215544	8/1/2019	102527 PISCITELLI, ANTHONY	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 462.74
215545	8/1/2019	891033 POLLOCK, CHRISTINE	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	377.00 377.00
215546	8/1/2019	102735 QUINONEZ, MARIA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 1,101.28
215547	8/1/2019	891034 RAMSEY, JAMES	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 677.47
215548	8/1/2019	102864 RIVETTI, DOMINICK	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	886.00 886.00
215549	8/1/2019	102936 RUELAS, MARCO	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.82 1,124.82
215550	8/1/2019	891044 RUSSUM, LINDA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
215551	8/1/2019	892107 SHANAHAN, MARK	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
215552	8/1/2019	891035 SHERWOOD, NINA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
						Page: 7

vchlist 07/31/2019 12:20:47PM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215552	8/1/2019	891035 SHERWOOD, NINA	(Continued)			258.83
215553	8/1/2019	103175 SKOBIN, ROMELIA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 1,102.61
215554	8/1/2019	103220 SOMERVILLE, MICHAEL	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.00 1,487.00
215555	8/1/2019	103394 TORRES, RACHEL	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
215556	8/1/2019	889588 UFANO, VIRGINIA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
215557	8/1/2019	888417 VALDIVIA, LAURA	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	707.78 707.78
215558	8/1/2019	103562 VASQUEZ, JOEL	19-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	1,940.00 1,940.00
215559	8/1/2019	891038 WAITE, CURTIS	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 1,102.61
215560	8/1/2019	891036 WATT, DAVID	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
215561	8/1/2019	891037 WEBB, NANCY	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 677.47
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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215562	8/1/2019	103643 WEDDING, JEROME	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
215563	8/1/2019	103727 WYSBEEK, DOUDE	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215564	8/1/2019	103737 YNIGUEZ, LEONARD	19-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61
					Total :	1,102.61
78 Vouchers for bank code :		bank3			Bank total :	58,751.87
78 Vouchers in this report					Total vouchers :	58,751.87

Voucher Registers are not final until approved by Council.

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SPECIAL CHECKS

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215713	8/19/2019	893115 P.E.R.S.	100000015737815		EMPLOYER CONTRIB VARIANCE-07/06 001-1160	3,043.18
Total :						3,043.18
1 Vouchers for bank code : bank3						Bank total : 3,043.18
1 Vouchers in this report						Total vouchers : 3,043.18

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Michael E. Okafor, Personnel Manager

Date: September 3, 2019

Subject: Consideration to Adopt Resolutions Amending the Fiscal Year 2019-2020 Salary Plan and Table of Organization to Implement Certain Changes in the Approved Memorandum of Understanding Between the City and the San Fernando Police Civilians' Association, San Fernando Management Group, and San Fernando Part-time Employees' Bargaining Unit

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7948 (Attachment "A") amending the Fiscal Year (FY) 2019-2020 Salary Plan to include certain provisions in the approved Memorandum of Understanding (MOU) between the City and the San Fernando Police Civilians' Association (SFPCA), San Fernando Management Group (SFMG), and San Fernando Part-time Employees' Bargaining Unit (SFPEBU);
- b. Adopt Resolution No. 7949 (Attachment "B") amending the Table of Organization for FY 2019-2020 to reflect certain provisions in the approved MOU between the City and SFPCA; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On November 21, 2016, the City Council approved a four-year MOU (Contract No. 1838) with the San Fernando Part-time Employees' Bargaining Unit (SFPEBU) that includes certain provisions in employee wages for FY 2016-2017 through FY 2019-2020.
2. On February 19, 2019, the City Council approved a three-year MOU (Contract No. 1905) with the San Fernando Management Group (SFMG) that includes certain changes in salaries

Consideration to Adopt Resolutions Amending the Fiscal Year 2019-2020 Salary Plan and Table of Organization to Implement Certain Changes in the Approved Memorandum of Understanding between the City and the San Fernando Police Civilians' Association, San Fernando Management Group, and San Fernando Part-time Employees' Bargaining Unit

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and benefits for FY 2018-2019 through FY 2020-2021.

3. On August 19, 2019, the City Council approved a three-year MOU (Contract No. 1928) with SFPCA that includes certain changes in salaries and benefits for FY 2018-2019 through FY 2020-2021.

ANALYSIS:

The MOU between the City and SFPCA includes the following changes to employee salaries, benefits, as well as changes in certain job duties for FY 2018-2019 and FY 2019-2020:

- September 1, 2018: Equity adjustments ranging from 2.4% to 6.3%.
- July 1, 2019: 4.0% Cost of Living Adjustment (COLA) with Classic CalPERS employees picking up 2.0% of the City's CalPERS cost.
- August 19, 2019: 2.0% COLA with Classic CalPERS employees picking up 2.0% of the City's CalPERS cost.

In order to implement these changes, it is necessary that the FY 2019-2020 Salary Plan and Table of Organization be amended to reflect these provisions.

The provisions apply not only to full-time unit employees of SFPCA, but also to part-time employees that share the same job classifications as Full-Time Equivalents (FTE). Per Article 5, Section 5.01 (A) of the City's MOU with SFPEBU (Contract No. 1838), part-time "Classifications which have an FTE shall receive the same increases in base salary as the FTE positions," and "such increases shall be effective the same date as the FTE positions."

The attached amendment to the Salary Plan also includes the correct Salary Schedule for the SFMG that was erroneously reported in the June 17, 2019 Salary Plan adoption.

BUDGET IMPACT:

Sufficient funds are included in the FY 2019-2020 Budget to cover all the salary and benefit provisions herein addressed in this amendment. For additional information regarding these funds, please refer to the staff report for Agenda Item No. 9 of the City Council Regular Meeting of August 19, 2019.

Consideration to Adopt Resolutions Amending the Fiscal Year 2019-2020 Salary Plan and Table of Organization to Implement Certain Changes in the Approved Memorandum of Understanding between the City and the San Fernando Police Civilians' Association, San Fernando Management Group, and San Fernando Part-time Employees' Bargaining Unit

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CONCLUSION:

Approval of the amended Salary Plan and Table of Organization is necessary to implement the provisions in the applicable MOUs between the City and SFPCA, SFPEBU and SFMG, respectively.

ATTACHMENTS:

- A. Resolution No. 7948
- B. Resolution No. 7949

ATTACHMENT "A"

RESOLUTION NO. 7948

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF
SECTIONS 1, 2 AND 3 OF RESOLUTION NO. 7919, ADOPTED
JUNE 17, 2019**

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

SECTION 1: That that portion of Sub-section A of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting the following on pages 6 and 7, effective the first day of the first full pay period following September 1, 2018:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Community Preservation Officer	87GPD	4012	4231	4463	4708	4965
Community Service Officer	77GPD	3494	3687	3888	4101	4325
Police Desk Officer	91GPD	4233	4450	4689	4940	5202
Police Office Specialist	78GPD	3537	3729	3935	4152	4381
Police Records Specialist	72GPD	3246	3423	3610	3811	4019
Police Records Supervisor/ Systems Administrator	105GPD	5248	5534	5837	6157	6496
Property Control Officer	81GPD	3692	3894	4109	4334	4572

SECTION 2: That that portion of Sub-section B of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting the following on page 8, effective the first day of the first full pay period following September 1, 2018:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Community Preservation Officer	116HFE	23.15	24.41	25.75	27.16	28.64
Community Service Officer	104HFE	20.16	21.27	22.43	23.66	24.95
Police Records Specialist	96HFE	18.73	19.75	20.83	21.99	23.19

SECTION 3: That that portion of Sub-section A of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by adding the following to pages 6 and 7, effective the first day of the first full pay period following September 1, 2018:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Administrative Assistant	82GPD	3745	3949	4167	4397	4639
Community Preservation Officer	92GPD	4265	4498	4744	5005	5278
Community Service Officer	77GPD	3494	3687	3888	4101	4325
Police Desk Officer	94GPD	4377	4601	4848	5108	5379
Police Records Specialist	74GPD	3340	3522	3715	3922	4136
Police Records Administrator	107GPD	5406	5701	6015	6344	6692
Property Control Officer	83GPD	3795	4003	4224	4455	4700

SECTION 4: That that portion of Section 1 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Schedule HFE For Part-Time Hourly Employees – Full Time Equivalent (SPEBU)” on page 5, and replacing it with the following, effective the first day of the first full pay period following September 1, 2018:

SCHEDULE HFE						
FOR						
PART-TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT (SFPEBU)						
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	
100	19.27	20.32	21.43	22.63	23.86	
104	20.16	21.27	22.43	23.66	24.95	
106	21.04	22.21	23.42	24.70	26.06	
110	21.46	22.65	23.88	25.20	26.58	
122	24.61	25.95	27.37	28.88	30.45	

SECTION 5: That that portion of Sub-section B of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by adding the following to page 8, effective the first day of the first full pay period following September 1, 2018:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Community Preservation Officer	122HFE	24.61	25.95	27.37	28.88	30.45
Community Service Officer	104HFE	20.16	21.27	22.43	23.66	24.95
Police Records Specialist	100HFE	19.27	20.32	21.43	22.63	23.86

SECTION 6: That that portion of Section 1 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Schedule GPD For General Employees – Police Department (SFPCA)” on pages 2 and 3, and replacing it with the following, which reflects a four percent (4%) increase to the base salaries of unit classifications, with each classic CalPERS member picking up two percent (2%) of the City’s contribution to CalPERS. This shall be effective the first day of the first full pay period beginning after July 1, 2019:

SCHEDULE GPD						
FOR						
GENERAL EMPLOYEES (POLICE DEPARTMENT- SFPCA)						
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	
74	3474	3663	3864	4079	4301	
77	3634	3834	4044	4265	4498	
82	3895	4107	4334	4573	4825	
83	3947	4163	4393	4633	4888	
92	4436	4678	4934	5205	5489	
94	4552	4785	5042	5312	5594	
107	5622	5929	6256	6598	6960	

SECTION 7: That effective the first day of the first full pay period beginning after July 1, 2019, that Section 4 above, and that portion of Section 1 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Schedule HFE For Part-Time Hourly Employees – Full Time Equivalent (SPEBU)” on page 5, and replacing it with the following, which reflects a four percent (4%) increase to the base salaries of unit classifications, with each classic CalPERS member picking up two percent (2%) of the City’s contribution to CalPERS:

SCHEDULE HFE					
FOR					
PART-TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT (SFPEBU)					
SALARY RANGE					
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
100	20.04	21.13	22.29	23.54	24.81
104	20.97	22.12	23.33	24.61	25.95
106	21.04	22.21	23.42	24.70	26.06
110	21.46	22.65	23.88	25.20	26.58
122	25.59	26.99	28.46	30.03	31.67

SECTION 8: That effective the first day of the first full pay period beginning after July 1, 2019, that Section 3 above, and that portion of Sub-section A of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Salary Steps A thru E” for the specified classifications on pages 6 and 7, and replacing it with the following “Salary Steps A thru E,” which reflects a four percent (4%) increase to the base salaries of unit classifications, with each classic CalPERS member picking up two percent (2%) of the City’s contribution to CalPERS:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>					
	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	
E						
Administrative Assistant	82GPD	3895	4107	4334	4573	4825
Community Preservation Officer	92GPD	4436	4678	4934	5205	5489
Community Service Officer	77GPD	3634	3834	4044	4265	4498
Police Desk Officer	94GPD	4552	4785	5042	5312	5594
Police Records Specialist	74GPD	3474	3663	3864	4079	4301
Police Records Administrator	107GPD	5622	5929	6256	6598	6960
Property Control Officer	83GPD	3947	4163	4393	4633	4888

SECTION 9: That effective the first day of the first full pay period beginning after July 1, 2019, that Section 4 above, and that portion of Sub-section B of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Salary Steps A thru E” for the specified part-time classifications on page 8, and replacing it with the following “Salary Steps A thru E,” which reflects a four percent (4%) increase to the base salaries of unit classifications, with each classic CalPERS member picking up two percent (2%) of the City’s contribution to CalPERS:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Community Preservation Officer	122HFE	25.59	26.99	28.46	30.03	31.67
Community Service Officer	104HFE	20.97	22.12	23.33	24.61	25.95
Police Records Specialist	100HFE	20.04	21.13	22.29	23.54	24.81

SECTION 10: That effective the first day of the first full pay period after August 19, 2019 (which is the date of Council adoption of the Memorandum of Understanding (Contract No. 1928)) that Section 6 above, and portion of Section 1 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Schedule GPD For General Employees – Police Department (SFPCA)” on pages 2 and 3, and replacing it with the following, which reflects a two percent (2%) increase to the base salaries of unit classifications, with each classic CalPERS member picking up two percent (2%) of the City’s contribution to CalPERS:

SCHEDULE GPD						
FOR						
GENERAL EMPLOYEES (POLICE DEPARTMENT- SFPCA)						
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	
74	3543	3736	3941	4161	4387	
77	3707	3911	4125	4350	4588	
82	3973	4189	4421	4664	4922	
83	4026	4246	4481	4726	4986	
92	4525	4772	5033	5309	5599	
94	4643	4881	5143	5418	5706	
107	5734	6048	6381	6730	7099	

SECTION 11: That effective the first day of the first full pay period beginning after August 19, 2019, (which is the date of Council adoption of the Memorandum of Understanding (Contract No. 1928)), that Section 7 above, and that portion of Section 1 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Schedule HFE For Part-Time Hourly Employees – Full Time Equivalent (SPEBU)” on page 5, and replacing it with the following, which reflects a two percent (2%) increase to the base salaries of unit classifications, with each classic CalPERS member picking up two percent (2%) of the City’s contribution to CalPERS:

SCHEDULE HFE					
FOR					
PART-TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT (SFPEBU)					
SALARY RANGE					
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
100	20.44	21.55	22.74	24.01	25.31
104	21.39	22.56	23.80	25.10	26.47
110	21.46	22.65	23.88	25.20	26.58
122	26.10	27.53	29.03	30.63	32.30

SECTION 12: That effective the first day of the first full pay period beginning after August 19, 2019, (which is the date of Council adoption of the Memorandum of Understanding (Contract No. 1928)), that Section 8 above, and that portion of Sub-section A of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Salary Steps A thru E” on pages 6 and 7 for the specified classifications, and replacing them with the following “Salary Steps A thru E,” which reflects a two percent (2%) increase to the base salaries of unit classifications, with each classic CalPERS member picking up two percent (2%) of the City’s contribution to CalPERS:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>					
	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	
Administrative Assistant	82GPD	3973	4189	4421	4664	4922
Community Preservation Officer	92GPD	4525	4772	5033	5309	5599
Community Service Officer	77GPD	3707	3911	4125	4350	4588
Police Desk Officer	94GPD	4643	4881	5143	5418	5706
Police Records Specialist	74GPD	3543	3736	3941	4161	4387
Police Records Administrator	107GPD	5734	6048	6381	6730	7099
Property Control Officer	83GPD	4026	4246	4481	4726	4986

SECTION 13: That effective the first day of the first full pay period beginning after August 19, 2019, (which is the date of Council adoption of the Memorandum of Understanding (Contract No. 1928)), that Section 9 above, and that portion of Sub-section B of Section 2 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Salary Steps A thru E” on page 8 for the specified part-time classifications, and replacing it with the following “Salary Steps A thru E,” which reflects a two percent (2%) increase to the base salaries of unit classifications, with each classic CalPERS member picking up two percent (2%) of the City’s contribution to CalPERS:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Community Preservation Officer	122HFE	26.10	27.53	29.03	30.63	32.30
Community Service Officer	104HFE	21.39	22.56	23.80	25.10	26.47
Police Records Specialist	100HFE	20.44	21.55	22.74	24.01	25.31

SECTION 14: That that portion of Sub-section B of Section 3 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting Item Nos. 1 (Salary) thru 11 (Other Benefits) on pages 16 thru 20, and replacing them with the following:

(1) **SALARY**

The salaries shown for SFPCA unit employees reflect stipulations from the current MOU (Contract No. 1928), and include equity and cost of living adjustments for Fiscal Years 2018-2019 and 2019-2020.

(11) **OTHER BENEFITS**

For benefits applicable to SFPCA unit members, please refer to their current MOU (Contract No. 1928), which was adopted by the City Council on August 19, 2019.

SECTION 15: That that portion of Section 1 of Resolution 7919, adopted June 17, 2019, as amended, be further amended by deleting “Schedule M for Management Employees (SFMG)” on page 4, and replacing it with the following, effective the first day of the first pay period beginning after July 1, 2019, which reflects the stipulations in the approved MOU (Contract No. 1905):

SCHEDULE M FOR MANAGEMENT EMPLOYEES (SFMG)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
55	5788	6077	6383	6702	7039
64	7129	7485	7859	8253	8665
68	7831	8222	8634	9064	9518

SECTION 16: Except as amended herein, all other provisions of Resolution No. 7919, adopted June 17, 2019, remains unchanged and in full force and effect.

SECTION 17: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

ADOPTED AND APPROVED this 3rd day of September 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chavez, City Clerk

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

I, Elena G. Chavez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council held on the 3rd day of September, 2019, and that the same was passed by the following vote, to wit:

AYES:

NOES:

ABSENT:

Elena G. Chavez, City Clerk

ATTACHMENT “B”**RESOLUTION NO. 7949****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF SECTION 1 OF RESOLUTION NO. 7920, THE FISCAL YEAR 2019-2020 TABLE OF ORGANIZATION, ADOPTED JUNE 17, 2019**

WHEREAS, the City Council of the City of San Fernando has adopted the Fiscal Year (FY) 2019-2020 Table of Organization on June 17, 2019, per Resolution No. 7920; and

WHEREAS, the City Council approved a Memorandum of Understanding (MOU), Contract No. 1928, on August 19, 2019 that is applicable to non-sworn general employees;

WHEREAS, the Table of Organization as adopted for FY 2019-2020, and the MOU as adopted on August 19, 2019, have provisions for assignment of various positions and classifications to specific departments, divisions and activities by titles and numbers; and

WHEREAS, the City Council approved some position and classification changes that impacted the assignment of certain positions and classifications in the Police Department; and

WHEREAS, it is necessary that said positions and classifications be assigned to specific departments, divisions and activities by titles and numbers;

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

SECTION 1: That that portion of the said Table of Organization adopted on June 17, 2019, per Resolution No. 7920, be further amended by deleting the following job titles under the “Police Department,” as follows:

<u>TITLE</u>	<u>BUDGETED HOURS PER WEEK</u>	<u>FULL TIME EQUIVALENT (FTE) STATUS</u>	<u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u>
Police Office Specialist	40	1	1
Police Records/ Systems Administrator	40	1	1

SECTION 2: That that portion of the said Table of Organization adopted on June 17, 2019, per Resolution No. 7920, be further amended by adding the following job titles under the “Police Department,” as follows:

<u>TITLE</u>	<u>BUDGETED HOURS PER WEEK</u>	<u>FULL TIME EQUIVALENT (FTE) STATUS</u>	<u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u>
Administrative Assistant	40	1	1
Police Records Administrator	40	1	1

SECTION 3: Except as amended herein, all other provisions of the said Table of Organization adopted on June 17, 2019, per Resolution No.7920, remain unchanged and in full force and effect.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED AND ADOPTED this 3rd day of September, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chavez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was duly approved and adopted at a regular meeting of the City Council of the City of San Fernando held on the 3rd day of September, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chavez, City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Elena G. Chávez, City Clerk

Date: September 3, 2019

Subject: Consideration to Adopt a Resolution Approving a New Job Specification for Deputy City Clerk/Management Analyst

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7950 (Attachment "A") approving a new job specification for the position of Deputy City Clerk/Management Analyst.

BACKGROUND:

1. On November 3, 2014, the City Council adopted Resolution No. 7648 approving the job specification for the position of part-time Deputy City Clerk.
2. On July 1, 2019, the City Council adopted the Fiscal Year 2019-2020 Budget. The Budget included additional funding to upgrade the part-time Deputy City Clerk position to a full-time Deputy City Clerk/Management Analyst position.
3. On August 20, 2019, the San Fernando Management Group reviewed the proposed job specification and provided feedback (incorporated into Exhibit "1").

ANALYSIS/CONCLUSION:

Upgrading this position will provide needed additional staff resources to the City Clerk Department to help address a backlog of meeting minutes, an increasing number of public records requests, and election related legal mandates. The position will also be able to provide additional support to the City Council and assist the Administrative Department with special projects and staffing the public counter. It should be noted that this position will entail an open competitive recruitment process.

**Consideration to Adopt a Resolution Approving a New Job Specification for Deputy City Clerk/
Management Analyst**

Page 2 of 2

BUDGET IMPACT:

Funding for this position is included in the Fiscal Year 2019-2020 City Budget.

ATTACHMENT:

A. Resolution No. 7950

ATTACHMENT “A”**RESOLUTION NO. 7950****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO.
4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF
SUPPLEMENT NO. 178 THERETO**

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 178 (Exhibits “1”) covering important and essential duties, job-related and essential qualifications for the following positions and classifications:

DEPUTY CITY CLERK/MANAGEMENT ANALYST

Supplement No. 178 is hereby adopted and approved as the new official job classifications and definitions, prescribing important and essential duties, job-related and essential qualifications for the positions and classifications set forth above. Copies of Supplement No. 178 are now on file in the office of the City Clerk. Said Supplement No. 178 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 3rd day of September 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 3rd day of September 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

JOB SPECIFICATION

CLASS TITLE

DEPUTY CITY CLERK/MANAGEMENT ANALYST

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

EXEMPT

EMPLOYMENT

GENERAL PURPOSE

Under general supervision, provides responsible, confidential administrative and managerial support to the City Clerk; assists in carrying out the programs and activities of the City Clerk Department; provides relevant information and assistance to City officials, staff and the public; administers and maintains the records management and document retention program; assists in the conduct of municipal elections including carrying out the requirements of the Fair Political Practices Commission as applicable to the City; performs responsible financial, statistical, administrative and other management analyses in support of City Departments' projects and programs; prepares reports and recommendations on both long-term financial plans and day-to-day business operations; assists in formulating policies and programs, and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Deputy City Clerk/Management Analyst is a mid-management, single-incumbent executive support position that reports directly to the City Clerk. The incumbent directly supports and assists the City Clerk, and performs the functions and duties of the City Clerk in his/her absence. Incumbents may also oversee the work of lower-level staff members.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Responds to inquiries requiring interpretation of policies, procedures, precedents, rules and regulations, and federal, state and local laws as applicable to City Clerk and City Council operations; provides information and access to City records to City staff and the public; ensures compliance with Public Records Act requirements and other applicable regulations; monitors campaign finance and Fair Political Practices Act filings (and maintains documents and logs); monitors on-going compliance by elected officials and City staff regarding AB1234 Mandatory Ethics Training requirements; and ensures all who contact the office receive excellent customer service.
2. Assists in the administration of the City's record management and document retention program in accordance with current federal, state and municipal legal requirements; oversees the preservation and maintenance of historical documents such as minutes, resolutions, ordinances, contracts, deeds and easements; organizes and prepares records for document imaging; archives and indexes records annually; oversees the retrieval, destruction and storage of records according to City records management policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Assists the City Clerk in conducting City elections; processing election documents and performs pre-election support functions, including assembling packets and instructions to candidates; prepares, posts and/or publishes legal election notices; verifies signatures on nomination papers; prepares and maintains candidate lists and statement logs; provides information to candidates and the public on election and candidacy requirements and procedures; performs day-to-day unanticipated work and fields questions related to the election; assists the County of Los Angeles Registrar-Recorder/County Clerk regarding the use of City facilities and coordinating vote center locations; and other matters pertaining to consolidated (County/City) elections.
4. Drafts preliminary City Council meeting agendas, and provides updated agendas to the City Clerk; arranges for official publication and posting of notices regarding City Council meetings and agendas; prepares meeting minutes; assists in preparing and distributing follow ups on City Council actions and directions to City staff; finalizes resolutions, ordinances, minutes and other documents in preparation for signatures and retention; sends documents to the County Recorder for recording as needed; and attends City Council meetings as requested.
5. Provides administrative support to the Education commission; attends meetings as requested, prepares reports in compliance with Maddy Act provisions; maintains board and commission rosters; prepares staff reports for board/commission appointments.
6. Plans, organizes and conducts administrative, management and program analyses; identifies problems, determines analytical techniques and statistical and information-gathering processes and obtains necessary information and data for analysis; analyzes alternatives and makes recommendations; discusses findings with management; prepares reports of study conclusions; develops implementation plans and assists in implementing policies and procedures; recommends legislative or policy change documents and presentation materials for management; drafts staff reports and resolutions applicable to areas of responsibility, and may make presentations to the City Council.
7. Prepares, updates, and proofreads a wide variety of documents; compiles information and data, verifies accuracy of information and researches discrepancies; updates and makes edits to chronological indices for City ordinances, resolutions, contracts; publishes public hearing notices, ordinances and resolutions in accordance with legal requirements; maintains various lists and logs; maintains and updates the City's Municipal Code, and ensures that new City ordinances are codified.
8. Develops and monitors departmental and grant budgets; maintains adequate account balances by tracking expenditures, encumbrances and creating budget expenditure forecasts; calculates budget usage and fund percentages; tracks multiple funding sources; maintains separate budget and expense tracking programs based on funding source; runs general budget reports through spreadsheets and financial systems, and calculates budgets based on the City's fiscal cycles and funding sources; researches and corrects discrepancies; processes budgetary adjustments and transfers when warranted; assists in synchronizing the timing of expenditures with budget.
9. Coordinates and tracks payment of invoices, requisitions, purchase orders, check requests, and travel requests for departmental services and programs including routing for signature and compiling complex detailed documentation; verifies for accuracy, validates information with vendors; creates budget

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

spreadsheets and manages databases to track departmental expenditures; processes payroll for the City Clerk Department and the Education Commission; and maintains and orders supplies and equipment.

10. May officiate at bid openings; drafts proposed contracts and agreements and a variety of other supporting documents and notifications; oversees Request for Proposal process for Department, including development of Scope of Work and negotiating contract terms; monitors contract performance and expenditures; approves contract invoices for payment within guidelines and authority limits; researches and resolves contract problems and disputes; administers assigned enterprise and grant funds; compiles and drafts federal and state agency reports and documents; processes draw-downs of grant funds.
11. Prepares and submits a variety of monthly, quarterly and annual local, state and federal reports including those needed for grant, financial and regulatory compliance; collects data required for reporting regarding department activities, special projects and enterprise or grant-funded projects and programs; reviews reporting requirements, and works with staff to ensure and verify reliability of data.
12. Provides management support for department-specific functions and programs; represents the department and the City in developing and maintaining partnerships with other municipalities and agencies.
13. May provide management and analytical support to other City departments, as assigned.
14. May supervise the work of other lower level staff members.
15. Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Policies, procedures and requirements governing the actions of an elected City Council and the general functions of a municipal government.
2. Municipal Code provisions related to the operations of the City Clerk's function and matters that come before the City Council and its committees.
3. The Brown Act, and rules and procedures governing the notice and conduct of public hearings.
4. Election procedures and Fair Political Practices Commission rules and requirements.
5. The California Public Records Act and other applicable federal, state and local law governing the maintenance and retention of public records.
6. The organization, functions, procedures and rules of the City Council and Council committees.
7. The City's general accounting system and associated systems, practices and procedures for processing accounting information and interpreting input and output data.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

8. City policies, procedures and rules regarding the bidding process, budgeting, purchasing and travel/training and expense reporting.
9. Practices and techniques of sound business communication; correct English usage, including spelling, grammar and punctuation.
10. City human resources policies and labor contract provisions.
11. Safety policies and safe work practices applicable to the work.
12. Principles, practices and methods of administrative, organizational and procedural analysis,
13. Principles, practices and methods of financial and statistical analysis and financial forecasting.
14. Principles, practices and methods of public sector financing and budget development and implementation.
15. Principles and practices of public administration, including purchasing, contracting and maintaining public records.
16. Principles, tools and techniques of project planning and management.
17. Research methods and data analysis techniques.
18. Applicable federal and state laws, rules and regulations.
19. Basic principles and practices of organization and culture change.
20. Principles and practices of sound business communications.

ABILITY TO:

1. Organize, set priorities and exercise sound, independent judgment.
2. Analyze and interpret administrative policies and procedures, regulations, legal documents and contracts. Understand, interpret, and apply applicable laws, codes and ordinances.
3. Compose clear, concise and comprehensive analyses, correspondence, reports, studies, agreements, presentations and other written materials from brief instructions.
4. Meet statutory and other deadlines.
5. Analyze procedural, operational, financial or budgetary problems, evaluate alternatives and reach sound, logical, fact-based conclusions and recommendations.
6. Collect, evaluate and interpret data, either in statistical or narrative form.
7. Organize, set priorities and exercise sound, independent judgment within areas of responsibility.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

8. Prepare clear, concise and comprehensive reports, correspondence and other documents appropriate to the audience.
9. Present proposals and recommendations clearly, logically and persuasively.
10. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
11. Communicate effectively, both orally and in writing.
12. Represent the department and City effectively in dealings with elected officials, other municipalities, public and private entities, citizen groups, candidates, the media and the public.
13. Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
14. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from an accredited four-year college or university with major coursework in Finance, Public or Business Administration, or a closely related field is required. At least three years of progressively responsible professional experience performing administrative functions, financial, budgetary and related statistical analyses is required. Prior experience in a City Clerk's office or municipal government setting is desirable.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Current license as a Notary Public issued by the State of California is highly desirable.

Certification as a Certified Municipal Clerk by the International Institute of Municipal Clerks is highly desirable.

Ability to speak Spanish is highly desirable.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

hear; uses hands to finger, handle, feel or operate objects, tools or controls; reaches with hands and arms; performs repetitive movements of hands or wrists. The employee is frequently required to lift up to 25 pounds unaided. Specific vision abilities include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: September 3, 2019

Subject: Consideration to Approve a Professional Services Agreement with Pukúu Cultural Community Services to Provide Youth Diversion Program Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A"- Contract No. 1929) with Pukúu Cultural Community Services to provide youth diversion program services; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On March 12, 2019, representatives from the Fernandeno Tataviam Band of Mission Indians (the Tataviam Tribe) met with City staff to discuss the Youth Reinvestment Grant Program opportunity administered by the Board of State and Community Corrections. The Tataviam Tribe asked to partner with the City on an application for the Youth Reinvestment Grant.
2. On March 18, 2019, the City Council approved a partnership with the Tataviam Tribe's Education and Cultural Learning Department (dba Pukúu Cultural Community Services) to provide youth diversion services and to serve as Applicant and Lead Public Agency for the Youth Reinvestment Grant through the California Board of State and Community Corrections (BSCC).
3. On March 18, 2019, the City Council also authorized waiver of facility use fees and staff time as in-kind contributions to meet the required match, authorized use of the City seal, logo and social media on digital and print material related to the program, pursuant to City Council Resolution No. 6904, and authorized the City Manager to sign the grant application and execute all related documents.

Consideration to Approve a Professional Services Agreement with Pukúu Cultural Community Services to Provide Youth Diversion Program ServicesPage 2 of 3

4. On June 13, 2019, the City received notification from the BSCC that the Youth Reinvestment Proposal had been approved, but additional forms, including a Resolution authorizing City Council's approval to participate in the Youth Reinvestment Grant Program and designating the City Manager as agency representative had to be submitted no later than June 20, 2019.
5. On June 17, 2019, the City Council adopted Resolution No. 7935 authorizing participation in the Youth Reinvestment Grant Program and authorizing the City Manager to submit the grant proposal for this funding and to sign the grant agreement. The BSCC awarded the City and Tataviam Tribe a partnership a grant in the amount of \$1,000,000. On that same date, the City Council approved acceptance of these grant funds.
6. On August 19, 2019, the City Council approved a Non-Exclusive License Agreement with the Tataviam Tribe to use facilities at Las Palmas Park to conduct the youth diversion programs and waived fees as part of the City's annual match requirement.

ANALYSIS:

The Pukúu Cultural Community Services will implement the San Fernando Youth Reinvestment Program that is designed to provide indigenous youth and youth of color means to recover community identity and gain self-actualization in a positive environment. The goal of the Program is to divert low-level offenders from initial contact with the juvenile justice system. Youth will be referred and channeled by the juvenile courts, the Los Angeles Unified School District (LAUSD), and the San Fernando Police Department. The community-lead diversion program focuses on increasing cultural competency, reduce incarceration and recidivism and improve academic success.

Pukúu Cultural Community Services will be responsible for providing youth diversion services in accordance with the proposed Professional Service Agreement (Attachment "A"). The scope of services and program budget are included as Exhibits "A" and "B" to the contract, respectively.

BUDGET IMPACT:

The grant award of \$1 million will be distributed over a three-year period, which includes a 10% match of \$100,000. In accordance with the Professional Services Agreement and Grant Agreement, Pukúu Cultural Community Services will be reimbursed monthly after submitting a detailed invoice for services provided to the City under the grant program up to a maximum of \$900,000.

Consideration to Approve a Professional Services Agreement with Pukúu Cultural Community Services to Provide Youth Diversion Program ServicesPage 3 of 3

CONCLUSION:

It is recommended that the City Council approve a Professional Services Agreement (Attachment "A") with Pukúu Cultural Community Services to provide Youth Diversion Program services.

ATTACHMENT:

A. Contract No. 1929 – Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

Pukúu Cultural Community Services

Youth Diversion Program Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July 2019 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Pukúu Cultural Community Services (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
 - 1.2 **TERM:** This Agreement shall have a term of three (3) years commencing from the effective date, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
 - 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the Project Budget which is included in **Exhibit "B"** (hereinafter, the "**Approved Rate Schedule**").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$900,000 (hereinafter, the "Not-to-Exceed Sum"), unless such
-

PROFESSIONAL SERVICES AGREEMENT

Youth Diversion Program Services

Page 2 of 17

added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Recreation and Community Services (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 Eric Sanchez, Executive Director, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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

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

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

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 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,

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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.
- 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.

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

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

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Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation

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of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

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Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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,

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schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Pukuu Cultural Community Services
1019 Second Street
San Fernando, CA 91340
Attn: YRG Program Administrator
Phone: (818) 837-0794
Fax:
Email: eric.sanchez@pukuu.org

CITY:

City of San Fernando
City Manager's Office
117 Macneil Street
San Fernando, CA 91340
Attn: City Manager
Phone: (818) 898-1202
Fax: (818) 361-7631

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

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

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

PROFESSIONAL SERVICES AGREEMENT**Youth Diversion Program Services**Page 16 of 17

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

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT**Youth Diversion Program Services**Page 17 of 17

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

CITY OF SAN FERNANDO**PUKUU CULTURAL COMMUNITY SERVICES**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

EXHIBIT "A"

Youth Reinvestment Grant

PROPOSAL PACKAGE COVER SHEET

Submitted by:

The City of San Fernando

Date submitted:

March 29, 2019

Youth Reinvestment Grant Program Proposal Checklist

A complete YRG Grant Program proposal package must contain the following (to be submitted in the order listed):

	Required Items:	✓
1	Cover Sheet	✓
2	Youth Reinvestment Grant Program Proposal Checklist <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	✓
3	Applicant Information Form <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	✓
4	Proposal Abstract <ul style="list-style-type: none"> 1 page only 	✓
5	Proposal Narrative <ul style="list-style-type: none"> 10 pages or less 	✓
6	Budget Table & Narrative <ul style="list-style-type: none"> Use Excel document provided 	✓
7	Project Work Plan <ul style="list-style-type: none"> Use template provided 	✓
8	Request for Proposals Attachments <ul style="list-style-type: none"> 10 pages or less Includes Letter(s) of Support and Commitment. May also include endnotes, bibliography, and/or charts and graphs cited within narrative, as applicable or necessary. 	✓
	Required Attachments for All Applicants:	
9	<ul style="list-style-type: none"> Criteria for Non-Governmental Organizations Receiving Youth Reinvestment Grant Funds (Appendix A) - Signed in blue ink by the authorized signatory (original signature) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix I) - Signed in blue ink by the authorized signatory (original signature) 	✓ ✓
	Optional:	
10	Governing Board Resolution (Appendix G) Note: The Governing Board Resolution is due prior to Grant Award Agreement, <u>not</u> required at time of proposal submission.	

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X



Applicant Authorized Signature (see Applicant Information Form, Part K, next page)

*****ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED*****


Youth Reinvestment Grant Program Applicant Information Form

A. APPLICANT:		B. TAX IDENTIFICATION NUMBER:	
NAME OF APPLICANT The City of San Fernando		TAX IDENTIFICATION # 95-6000779	
STREET ADDRESS 117 Macneil Street	CITY San Fernando	STATE CA	ZIP CODE 91340
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. LOCATION OF SERVICES:			
The City of San Fernando and surrounding area			
D. PROJECT TITLE:	Pasék'vitam P'u'ú Amínuktu: San Fernando Youth Reinvestment Program		
E. PROJECT SUMMARY (100-150 words):		F. GRANT FUNDS REQUESTED:	\$1,000,000
<p>The City of San Fernando is partnering with Fernandeno Tataviam Band of Mission Indians' NGO, Pukúu Cultural Community Services, to launch the Youth Reinvestment Grant proposal; Tataviam Pasék'vitam P'u'ú Amínuktu: San Fernando Youth Reinvestment Program. The community-led diversion program has three goals to 1) Increase Cultural Competency, 2) Reduce Incarceration and Recidivism, and 3) Improve Academic Success. Our Continuum of Services provides direct and indirect services to each individual Youth, Family, and Community.</p> <p>The community-led diversion model was selected because as Indigenous leaders, social workers, and educators of Northern Los Angeles County, we understand the concept of justice begins with the healing of Historical Trauma. Without healing, youth will be unable to transition into their greatest potential. Youth must be guided by mentors to explore opportunities for meaningful and culturally relevant "rites of passage"--a process of growth and maturity most Indigenous people have forgotten due to cultural assimilation and genocide.</p>			
G. TYPE OF DIVERSION PROGRAM TO BE IMPLEMENTED (Check all that apply)			
<input checked="" type="checkbox"/> Pre-Arrest Diversion	<input checked="" type="checkbox"/> Community-Led Diversion	<input type="checkbox"/> Restorative Justice Diversion Model	
<input checked="" type="checkbox"/> Probation Diversion	<input type="checkbox"/> Police Diversion Model	<input type="checkbox"/> Service Referral Diversion Model	
<input checked="" type="checkbox"/> Court Diversion	<input type="checkbox"/> Community Assessment Diversion Model	<input type="checkbox"/> Other: <enter here>	
H. DOES YOUR DIVERSION PROGRAM INCLUDE ANY OF THESE COMPONENTS? (Check all that apply)			
<input checked="" type="checkbox"/> Academic or Vocational Education <input checked="" type="checkbox"/> Mental Health <input checked="" type="checkbox"/> Behavioral Health <input checked="" type="checkbox"/> Mentoring			

I. REQUEST FOR REDUCTION IN MATCH REQUIREMENT

The Youth Reinvestment Grant Program requires that local jurisdiction applicants provide a 25 percent match. An applicant may provide less than a 25 percent match but no less than a ten percent match if the applicant is identified by the Board as high need with low or no local infrastructure for diversion programming. Please check the box below to request a reduction in match from 25 percent to 10 percent.

- ☒ Applicant requests a reduction in match because of high need and low or no local infrastructure. (Examples include, but are not limited to, lack of funding for diversion services, inability to hire or train staff, lack of cross-departmental agency support, insufficient support services in community, etc.)

J. PROJECT DIRECTOR:			
NAME Eric Sanchez	TITLE Program Administrator	TELEPHONE NUMBER (818) 837-0794	
STREET ADDRESS 1019 Second Street		CITY San Fernando	
STATE CA	ZIP CODE 91340	EMAIL ADDRESS eric.sanchez@pukuu.org	
K. FINANCIAL OFFICER:			
NAME Elisa Ornelas	TITLE Financial Officer	TELEPHONE NUMBER (818) 837-0794	
STREET ADDRESS 1019 Second Street		CITY San Fernando	
STATE CA	ZIP CODE 91340	EMAIL ADDRESS eornelas@tataviam-nsn.us	
PAYMENT MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
L. DAY-TO-DAY PROGRAM CONTACT:			
NAME Makha Blu Wakpa	TITLE Program Director	TELEPHONE NUMBER (818) 837-0794	
STREET ADDRESS 1019 Second Street		CITY San Fernando	
STATE CA	ZIP CODE 91340	EMAIL ADDRESS makha.bluwakpa@tataviam-nsn.us	
M. DAY-TO-DAY FISCAL CONTACT:			
NAME Jessica Mosqueda	TITLE Financial Bookkeeper Assistant	TELEPHONE NUMBER (818) 837-0794	
STREET ADDRESS 1019 Second Street		CITY San Fernando	
STATE CA	ZIP CODE 91340	EMAIL ADDRESS jessica.mosqueda@tataviam-nsn.us	
N. AUTHORIZED SIGNATURE*:			
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Nick Kimball	TITLE City Manager	TELEPHONE NUMBER (818) 898-1202	
STREET ADDRESS 117 Macneil Street	CITY San Fernando	STATE CA	ZIP CODE 91340
EMAIL ADDRESS NKimball@sfcity.org			
SIGNATURE 		DATE 3/29/19	

* Authorized Signature: City or county representative with the authority to sign documents and obligate the applicant city or county.

Proposal Abstract

The City of San Fernando is partnering with Pukúu Cultural Community Services (Pukúu), a non-profit of Fernandeano Tataviam Band of Mission Indians (Tribe), to launch the Youth Reinvestment Grant project, *Tavaviam Pasék'vitam P'u'ú Amínuktu*: San Fernando Youth Reinvestment Program (TPPA). TPPA is the name of the proposed program and in the local Indigenous Tataviam language it is interpreted as, "The People of San Fernando Reinvest a Year." The year of reinvestment references the year of each cohort entering the program and the development of the services to address the needs of the local youth, as detailed in the Program Need.

The community-led youth diversion program has three goals to 1) Increase Cultural Competency, 2) Reduce Incarceration and Recidivism, and 3) Improve Academic & Professional Success. A measure for Goal 1 includes the production of an Indigenous genealogy for participants within 90 days. Emphasis on culture is a strategy to uplift goals two and three because strengthening cultural identity promotes academic success among tribal adolescents (White, Sell, et al, 2009). A Goal 2 measure is the development of an Individual Student Plan to reduce truancy, expulsion, suspension, or detentions by 20% within 3 months given the link between school discipline and criminal justice. A measure for Goal 3 includes promotion to the next grade level in school (i.e. freshman to sophomore) facilitated by culturally competent response services (Schellenberg and Grothaus, 2019). The Continuum of Services provides direct and indirect services to each individual Youth, Family, and Community. Assessments, prep/post surveys, and qualitative measures will help measure the outcomes and help inform the data collection.

The community-led diversion model was selected because as Indigenous leaders, social workers, and educators of Northern Los Angeles County, who understand the concept of justice begins with the healing of Historical Trauma and the maintenance of a consistent presence throughout the process. Without mentorship and a commitment to healing, youth will be unable to transition into their greatest potential. Youth must be guided by mentors to explore opportunities for meaningful and culturally relevant "rites of passage"--a process of growth and maturity most Indigenous people have forgotten due to cultural assimilation and genocide.

Proposal Narrative

1. Program Need (Percent of Total Value: 35%)

TARGET POPULATION: The Target population to be served by these grant funds are youth between the ages of 13-18, males and females and from populations located in and/or near the City of San Fernando, a city with a population of 24,714 (U.S. Census Bureau, 2017). Of San Fernando's 6,500 minors, 0.5% are Native American (33), 1.8% are Bi/Multi-Racial (117); and 92.4% are Latino (6,006). The target population will serve primarily American Indian and Latino youth, many of whom are at risk. Youth will be referred and channeled by the juvenile courts and detention centers located nearby in Sylmar, as well as the city of San Fernando Police Department, and Pukúu Cultural Community Services.

The American Indian population is unevenly distributed in the service area, which provides a challenge in providing emergency assistance, cultural engagement, and encouraging wellness which impacts youth who are struggling with persistent violence, poverty, and morbidity. Indigenous youth are far more likely than their non-Native peers to grow up in poverty, to suffer from severe health problems, and to face obstacles to educational opportunity. These conditions are systemic and severe and must be addressed through increased resources and strategic action (Presidential Native Youth Report, 2014). Therefore, all Indigenous youth are at risk.

Risk factors for all communities include endemic poverty, lack of access to quality care, education/economic constraints, gang violence, unstable home environments, structural imbalances, lack of equity, distance to resources/lack of transportation, and unaddressed mental health needs.

METHODOLOGY TO SELECTION: The methodology that will be used to select the target population apprehended with minor offenses and misdemeanors will be based on referrals from the local juvenile detention center/court in the city of Sylmar, partnering with law enforcement agencies which will identify eligible and suitable youth in lieu of arrest or citation, and working with partners to identify youth who would gain the most from participation in programming.

Lead agencies currently work with American Indian youth and have access to community partners to connect and collaborate in terms of outreach and referral. The

programming generated by the lead agencies are rooted in Indigenous philosophies of cultural enrichment and community service and address the communities most in need of support.

For other populations, the City of San Fernando, the San Fernando Police Department, the Probations Department of the County of Los Angeles and the Sylmar Juvenile Court and Detention Center will provide the referrals. The majority of the local area population constitutes “underserved populations” as Latinos make up more than 90% of the population of San Fernando. Many Latinos also identify as Indigenous, as a third of U.S. Latinos identify themselves as either “mestizo” (Pew Research Center survey). Around 36% of Latinos in the city of San Fernando identify as “Indian/Other” in terms of racial categories (Statistical Atlas). This forms a cultural continuum between the lead agencies and the large community that makes up the service area, providing better access and mutuality. Bilingual staff will be provided for youth and their families. All youth participants will be able to connect with community-based services, such as mentorship, academic support and cultural enrichment, that support their development in lieu of arrest or citation.

Apart from the Lead Agencies, there are no other services providers in the proposed project area for the target population. A severe lack of data, particularly among Indigenous, Latino and multiracial groups, leads to inadequate funding and services for Indigenous communities; this can lead to many families experiencing child care problems, health issues and economic worries. In terms of the non-Native population which is overwhelmingly Latino, there are some limited recreational and service-oriented programming afforded by local agencies. However, the City of San Fernando has suffered through some budgetary shortfalls over the years, creating a larger gap in overall youth safety nets.

The Lead Agencies routinely administer surveys and questionnaires that provide community members, Native and non-native alike, with an opportunity to provide feedback for future programming--with youth services always at the forefront. The City of San Fernando also provides for numerous avenues for the public to comment and present suggestions, and cooperates in various local, county, and statewide reporting mechanisms.

Various indicators provide support for additional need for the populations served by this proposal: most urban American Indians are well below the poverty line with 55% of the American Indian community in Los Angeles earning less than \$20,000 per annum (Healthy LA Natives Survey, 2016). Nearly a quarter of the County's African Americans (24.5%) and Latinos (23.7%) live below the poverty level—compared with about one in ten Whites (10.6 percent). Latinos are much more likely to be working poor compared with all other groups. The working poverty rate for Latinos (12.5%) is almost three times as high as for African Americans (4.3%) (Equity Profile- LA Region 2017).

In comparison to other ethnic groups, American Indians ranked poorly on measures of material lifestyle and health. American Indians have a premature death rate, dying 20 years earlier than their European American counterparts. Alcoholism, diabetes, suicide, and motor vehicle accidents contributed to this high premature death rate for American Indians (US Department of Health and Human Services, 2007, 2014 Presidential Native Youth Report). Suicide is the 2nd leading cause of death - 2.5 times the national rate – for American Indian youth in the 15 to 24 age group (CDC).

In 2018, youth homelessness increased 220% in the San Fernando and Santa Clarita Valleys (The Village Family Services-Los Angeles 211). Most youth and their families are also experiencing significant challenges to maintain their homes with 48% of households facing major economic burdens threatening their homes (City and County Health Profiles: San Fernando, 2018). Approximately three out of ten Indian children will find themselves and their family in economic crisis. African American and American Indian youth are overrepresented in juvenile facilities, with 43% of boys and 34% of girls are incarcerated are African American. Even excluding youth held in Indian country facilities, American Indians make up 3% of girls and 1.5% of boys in juvenile facilities, despite comprising less than 1% of all youth nationally (Stemming the Rising Tide: Racial and Ethnic Disparities in Youth Incarceration & Strategies for Change, 2016).

In 2016, 41 percent of all arrests were of Latinos, 36 percent were European Americans, and 16 percent were of African Americans in California. Latino juveniles were arrested for misdemeanors in 2017 at rates of 53.4%, for felonies at rates of 33.8%, and for status offenses at around 12.8% (Juvenile Justice in California, 2017). In Los Angeles County, some 8,450 Latino youth were arrested in 2015, representing 62% of arrests. (Los Angeles County Board of Supervisors, *A Roadmap for Advancing Youth*

Diversion in Los Angeles County). Chronic absentee numbers in Los Angeles County schools also are stark; with American Indians representing 20% of absentee numbers yet only representing 1% of the population and Latino (12%) and Multiracial (10.8%) followed in terms of chronic absenteeism (CA Department of Education).

Within the City of San Fernando and surrounding communities, a little more than 92% of the youth population is Latino. 98% of the enrollment of San Fernando High School in 2018 are from the Latino, American Indian, and African American communities, while Latinos make up 96% of the enrollment at San Fernando Middle school. Underserved youth do not go onto a four-year university, with many reporting being unprepared at basic levels. (California Department of Education, *California Longitudinal Pupil Achievement Data System*). San Fernando Middle school reports a suspension and expulsion rate of .12% in 2018. In San Fernando, Homicide and suicide are the leading causes of death among youth of color aged 15-24, as opposed to European American youth whose main cause of death was motor vehicle crashes. (Valley Presbyterian Hospital, *Community Health Needs Assessment*, 2016). The San Fernando Police Department also reports a 300% increase in juvenile arrests, mostly associated with weapons charges.

The data and disparities outlined in the program need are directly connected to the racial/ethnic disparities encountered by underserved communities, and have a direct correlation of high arrest rates, incarceration, and a school-to-prison pipeline for our most vulnerable youth. Such areas as poverty, social disadvantage, neighborhood inadequacies, lack of career and educational opportunities, and other structural inequalities—which are strongly linked with race/ethnicity—directly contribute to the overrepresentation of underserved and at-risk youth in the juvenile system.

2. Program Description & Work Plan (Percent of Total Value: 50%)

NEED & YOUTH: Historical Trauma caused by mission systems, boarding schools and similar English-only assimilation programs are addressed with the self, family, and community. Indigenous groups across the Western Hemisphere have been severed from their ancestral connections, cultural heritage, identity, purpose, and traditional homelands and villages. Today, racial/ethnic disparities are evident in the dominant

society and provide youth and families limited opportunities or encouragement to pursue Indigenous knowledge.

Racial and ethnic disparities are addressed in our program by mentoring youth in their pursuit to reconnect their severed identities, Indigenous cultures, specifically, or within a broader pan-Indigenous identity. Through family genealogy workshops and research projects, youth will have a greater sense of purpose for their lives. The caseworkers are connected to their culture and community with experiences to help youth navigate institutions such as schools and courts that are often based on the dominant culture.

FRAMEWORK & INTERVENTIONS: The TPPA framework driving all of the program design is rooted in Dr. Terry Cross' adaptation of the Relational Worldview, a perspective that theoretically divides all programming into the 4 sections of body, emotions, mind, and context (National Indian Child Welfare Association, 2017). This evidence based framework is conceptualized across TPPA's 3 project goals and objectives inclusive of a strengths-based approach, continuum of services, and integration of community in a non-justice setting.

GOAL 1: Increase Cultural Competency. Services involved the inclusion of evidence-based practices including process groups with trauma informed approaches with culturally relevant Indigenous talking circles with license mental health professionals and paraprofessionals.

GOAL 2: Reduce Youth Incarceration and Recidivism. Services entail mentoring, youth-led programming, and addressing truancy, suspensions, and detentions provided by staff and partners.

GOAL 3: Improve Youth Academic Success. Services provided under this goal include academic curriculum, tutoring services, college level coursework, and professional development curriculum offered by educated staff, professional partners, and peer mentors.

The selected interventions are appropriate for the target population as being trauma informed (TI), culturally relevant (CR), and developmentally appropriate (DA). See Work Plan for identification of each intervention and activity identified as TI, CR, or DA.

SELECTION OF SERVICES & INTERVENTIONS: The community-led diversion model, rooted in the Relational Worldview, was selected because Indigenous leaders, social workers, and educators of Northern Los Angeles County, propose justice begins with the healing of Historical Trauma caused by unresolved grief and loss (Yellow Horse Braveheart, 2014). Without healing, youth will be unable to transition into their greatest potential. Thus, youth need mentors to explore opportunities for meaningful and culturally relevant “rites of passage”--a process of growth and maturity most Indigenous people have forgotten due to cultural assimilation and genocide.

The ancient, pan-Indigenous medicine wheel was selected as an iconic framework for community-led diversion because of its evidence-based, informed, and culturally relevant intervention for assessment, placement, and facilitation (White, 2000, 2001). The ancient and pan-Indigenous four direction approach is holistic and accounts for the body (behavioral health and consistent presence as first rite of passage), emotion (emotional health and the request for mentorship as second rite of passage), mind (mental health and the ability to mentor peers as third rite of passage), and the sacred (higher power and the ability to mentor the mentors as fourth rite of passage). The four directions are also referred to as a “medicine wheel” and has been used as a pedagogical framework across the Indigenous Western Hemisphere for time immemorial, thus western science is catching up with indigenous beliefs of justice and wellbeing.

An emphasis on pre-arrest diversion was selected because American Indian youth are generally a vulnerable group due to the severe lack of culturally relevant services and for other groups, there are various indicators as to the likelihood a youth will be arrested. Probation and court diversion were selected to include youth with minor offenses and misdemeanors because our primary goal is to reduce youth arrests and recidivism.

CONTINUUM OF SERVICES: The continuum of services are available for individual youth, their caretakers and family, and the community. Because our program is designed to maintain sustainability, we will be able to produce more comprehensive services to building leaders and mentors, supporting family structures, and connecting the community into the continuum for the purposes of restoring, healing, and empowering our participants to reach their greatest potential. The continuum of services

we provide are robust, but additional funding would allow us to expand the services already offered and add services for chemical addictions, teen pregnancy prevention, victims of domestic abuse, human trafficking, and sexual violence, greater support for trans and two-spirit people, and address many other indicators of vulnerability among our community.

YOUTH RECRUITMENT & REFERRAL: The goal is to recruit American Indian and local Latino youth referred into our diversion program at pre-arrest because of the data indicating high vulnerability for arrest and other dangers associated with a lack of cultural identity in an urban area with limited cultural services. Another high priority is working with youth from penetrating deeper within the system that will be referred through the city and courts agencies.

Referrals from the Tribe's Wellness Department will include tribal youth with open or voluntary juvenile dependency cases given the extraordinary rates these youth aging out of child protective services and into incarceration and homelessness. Recruiting youth with at-risk indicators identified by youth.gov is not net-widening, but truly embracing both prevention and intervention approaches, as indicated within best practices.

For all other pre-arrest groups of youth, we will rely greatly on referrals from counselors and administrators servicing youth between ages 13-17 at local middle schools and high schools in Los Angeles Unified School District with a focus on schools for pregnant and/or parenting teens, continuation schools, and schools with Indigenous-majority populations. Other pre-arrest referrals would come from civic centers, community non-profits, charitable and religious organizations, mental health service providers, foster care, and substance abuse centers. Referrals from youth and families pre-filing a petition will generally come from police and courts. The same will be true for probation referrals with the addition of police probation officers and juvenile halls. However, the Tribe will make referrals for youth with juvenile dependency cases.

NON-COMPLIANCE: In contract to a punitive approach, these students will enter a private talking circle with their caregiver to discuss the issues preventing participating. An amended Individual Student Plan will be developed to address the needs to guarantee participation. If needed, these youth may need an actual Tribal ceremony to help to alleviate the emotional stress or Historical Trauma impacting their daily lives.

After these in-house meetings, the project will building a support team including external case workers (i.e. DCFS, TANF, probation) to create more options for participation.

WORK PLAN: In order to achieve the goals, measurable objectives were created with services and activities developed to address each objective. The first few months, Phase I, will include foundation setting through hiring new staff, implementing training, recruiting youth and formalizing programmatic and partnership mechanisms. Phase II will include the implementation of the services with key partners, as indicated in the Work Plan and our key contacts listed in the Attachments to view the alignment of the services/programming explained below.

Traveling Tataveaveat: Experiencing traditional Tataviam villages across Northern LA County will provide youth and families cultural Tataviam knowledge, youth mentorship/ leadership, Indigenous worldview, ethnobotany, and traditional village building opportunities. **Family Culture Night: Culture, Family, Team, & Community Building Workshops** will have instructors lead parents through cultural activities relevant to being the parent of a youth. The activity helps parents begin thinking about culturally significant items, but in a smaller, achievable project. **Sewing Circle Cultural Crafting Workshop** will offer families the fundamentals of sewing cultural regalia and materials. A family wellness component will address areas of trauma and empowerment regarding intergenerational cultural knowledge transmission. Materials crafted during the workshops can be used for youth to wear during the Intertribal Dance Workshop. **Intertribal Dance Workshop** will be geared towards intergenerational cultural practices for youth and families. Participants will be taught about the history of each style of dance and its cultural relevance. An Aztec Dance group will also be included for greater cultural relevance. **Annual Youth-Led Program** will consist of planning and implementation activities by youth and mentors to achieve TPPA goals and objectives. Programs could include a youth conference, summit, multimedia project, etc. **After School Tutoring** will be available for students with staff support and will feature tutors from the University of California, Los Angeles, (UCLA) American Indian Recruitment Services Department (AIRSD). **College 100 Curriculum** was developed and adapted for Tribal youth by the California State University of Northridge. We will provide youth an educator and tutors to complete the curriculum and assignments. **Individual Student Plans** will be developed with each youth to identify academic support needed for them

to be promoted and be used to show academic growth. The ISP also provides information about each student's needs or learning disabilities for the University of California, Los Angeles, American Indian Recruitment Services Department tutors to use as a guide. **Los Angeles Tribal Learning Community & Educational Exchange:** Accessible Higher Education for Citizens of Native Nations through the UCLA Native Nations Law & Policy Center is offered to high school juniors and seniors for college credit during Fall and Spring quarters. Youth qualifying in TPPA will be supported in their studies by support staff. **Family Genealogy Workshops** will explore the Indigenous origins of each family and youth to create a greater sense of cultural identity ownership and understanding context. Genealogy will be used to better identify linguistic connections for formal Indigenous introductions. **Four Rites of Passage** will be separated into quarterly achievements. Upon completing each Rite of Passage, participants will create a mask representing themselves and paint the external mask symbolically representing how they want to be seen and the inside representing their internal emotions. These masks can also be used to measure participant growth. **Shinny League** will require cultural presenters to teach youth and the community the California Indian field hockey game. Youth in TPPA will become proficient in the game and develop basic Tataviam language for strategy, scoring, and penalties.

NGO SELECTION, CAPACITY & EXPERIENCE: The City selected a collaboration with Pukúu Cultural Community Services given the partnership and programs offered by the NGO and the Tribe. The City already works in collaboration with the Tribe and Pukúu for the maintenance and use a city park. For the last 48 years, Pukúu's programs have targeted the entire community, from children to elders, showing a commitment to the betterment of the residents of Los Angeles County, with particular attention to the northern portion. Pukúu's mission is to enhance the quality of life by addressing local community issues through strategic programming grounded in indigenous cultures and practice. Pukúu offers programming to build self-sufficiency through a State funded CSBG One Stop Emergency Services for direct services (e.g. housing, dental, school supplies, clothing assistance, utilities assistance), referrals through partnerships, mental health programming, elder-to-work employment program, maintaining a local city park, and cultural arts.

NGO PARTNERSHIPS & JUSTICE: The City of San Fernando has a Police Department with a long history working with local justice agencies, such as Sylmar Juvenile Courts and Los Angeles County Probation Department. The Police have agreed to work as a partner in this Youth Diversion Program including pairing with the local schools to decrease arrests, thereby diverting youth from entering or penetrating deeper into the system. The NGO possesses a broad set of partners including TM Tribal Temporary Assistance for Needy Families, Rancho Camulos Museum, City of San Fernando Recreation and Community Services, Placerita Canyon Nature Center, Haramokngna American Indian Cultural Center, and Vasquez Rocks Natural Area and Nature Center. For a full list of partners see Attachment, "Partnerships, Supports and Contacts."

3. Data Collection (Percent of Total Value: 5%)

The Director has academic and professional experience developing, collecting, maintaining, reporting, and utilizing qualitative and quantitative assessments of data to more effectively reach program goals. Through entry and exit surveys, caseworker assessments, interviews, family and community feedback, the program will refine its services to improve performance and maximize the use of grant dollars. All Tataviam departments are required to submit quarterly reports to Tribal senate and respective subcommittees. Reports include a review of the key achievements, monthly goals, upcoming events, continued, and new projects, project background, timeline, and status. The BSCC's appointed Evaluator will contact the program administrator for quarterly reports conducted internally by the program director and staff.

Data collection will be utilized throughout the course of the project in all goal areas- academic supports, preventing juvenile incarceration and recidivism, and cultural competency. Youth will be provided individual service plans, therapeutic outcome measures, cultural assessments, and surveys to gauge their progress through the program and to track youth participation in programming. Additionally, youth will be asked to provide feedback in talking circles concerning programming, which will help to continually refine and enhance events/activities, as well as assessing overall youth perceptions of teachings and experiences. All data will be kept confidential and maintained in secure conditions.

Youth Reinvestment Project Work Plan

(1) Goal:	1) Increase Cultural Competency		
Objectives	A) Monitor youth participation and understandings, B) Provide opportunities for cultural teachings, C) Utilize cultural knowledge as a source of pride and connection, D) Monitor, assess, and refine programming E) Prioritize cultural interventions as a form of diversion		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date End Date
Quarterly individual cultural assessments/Rites of Passage Assess youth knowledge and takeaway Administer event surveys to gauge youth feedback Launch shinny league Intertribal Powwow/Aztec Dance workshops Family sewing, regalia, and cultural craft workshops Family nature hikes, ethnobotany, culture centers, traditional village building Monitor attendance at each event Contract cultural/community leaders for cultural presentations Provide course completion certificates for youth participants Family genealogy workshops and research projects		Director Project Assistant Caseworkers	7/2019 2/2023
(2) Goal:	2) Reduce Incarceration and Recidivism		
Objectives	A) Reduce truancy, B) Reduce punitive interactions with juvenile justice system, C) Improve and sustain connections with local municipal leadership & law enforcement, D) Provide meaningful therapeutic interventions, E) Provide leadership opportunities		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date End Date
Develop mentorship program between City of San Fernando Offer Indigenous cultural sensitivity training for PD Create relationship with PD to insure contact with case workers before juvenile arrests and filing Ongoing therapy/counseling for youth Mindfulness/meditation activities for grounding and therapy Talking circles for group mental, behavioral, emotional health Utilize wellness surveys to track youth participants Promote youth leadership through development of events like a conference Genealogy workshop		Director Project Assistant Caseworkers	7/2019 2/2023
(3) Goal:	3) Improve Academic & Professional Success		
Objectives	A) Support youth academic achievement B) Promote higher education, C) Improve test scores, D) Encourage goal setting for future planning, E) Reduce suspensions & expulsions		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date End Date
College campus tours Ongoing caseworker engagement with schools Monitor grades College 100 CSUN Native curriculum classes Individual student plan development Educational plan for special needs student advisement/counseling Professional skill development and portfolio workshop After school cultural and academic tutoring		Director Project Assistant Caseworkers	7/2019 2/2023

Partnerships, Supports, and Contacts

Goals 1. Increase Cultural Proficiency, 2. Lower Arrests & Recidivism, 3. Improve Academics & Professionalism

Referrals A. Pre-Arrest Referrals, B. Pre-Filing a Petition Referrals, C. Probation Referrals

Name of Collaborating Partner	Services Provided	Goal	Referrals
American Indian Recruitment at UCLA	Helps American Indians enter college, strengthening cultural ties, and return to their communities	1, 3	A
American Indian Student Association, UCLA	Where students work and gather to promote education and interest in their culture, and dispel misconceptions	1, 3	A
American Indian Studies, UCLA	Provide a multi-disciplinary approach to contemporary issues and problems in urban and rural Indian Country	1, 3	A
American Indian Studies Program, CSUN	Enhancing understanding of American Indian cultures and their sovereign status with emphasis on Southern California tribes	1, 3	A
Barry J. Nidorf Juvenile Hall	Local detention facility for youth	2	B, C
Community Nature Connection	Provides educational excursions for at-risk youth in nature	2, 3	B, C
Fernandeño Tataviam Band of Mission Indians	Established a scholarship fund that provided awards to help American Indian students with higher education studies	1, 3	A
Fowler Museum, UCLA	Emphasizes global arts and cultures outside of Europe	1, 2	A
Indigenous Circle of Wellness	A private psychotherapy practice offering culturally inclusive mental wellness services grounded in holistic healing	1, 2, 3	A, B
LAUSD Title VI Indian Education	Advocates the needs of American Indian students and parents	1, 3	A
Los Angeles City/ County Native American Indian Commission	Increases resources to the socioeconomic problems of American Indians in Los Angeles City and County	1, 2, 3	A, B, C
Los Angeles County Probation Department	Adult and youth probation in Los Angeles County	2	B, C
Los Angeles County Superior Court - San Fernando Courthouse	Trial court that includes juvenile cases involving dependent minors abused or accused of crime	2	B, C
Los Angeles Police Department	Serving nearby neighborhoods in San Fernando Valley	2	B, C
Los Angeles Unified School District	San Fernando is within LAUSD	1, 2, 3	A, B, C
Native American Student Programs, University of Redlands	Addresses higher education retention and access for Native college students, youth, and their families in Southern California	1, 3	A
San Fernando Chamber of Commerce	Local businesses to assist with venues and in-kind donations	2, 3	A
San Fernando Jail	Holds inmates for trial, sentencing, and sentences under a year	2	B, C
San Fernando Juvenile Court	Sylmar Juvenile Court adjudicates Juvenile Crimes in SF Valley	2	B, C
San Fernando Library	The library is the center of the Library Plaza Mall	1, 2, 3	B, C
San Fernando Police Department	By working in partnership with residents, businesses, schools, religious organizations, neighborhoods, and other City services	2	B, C
Santa Clarita Library	Brings people, information, and ideas together to educate, inspire, and enrich a diverse community	1, 2, 3	B, C
Sylmar Juvenile Courthouse	Local court facility for detained youth	2	B, C
Tataviam Education & Cultural Learning Department	Provides Indigenous youth & families culturally relevant education	1, 2, 3	A
Torres-Martinez Tribal TANF	A foundation in educational incentives and work opportunities, supported by financial assistance leading to self-sufficiency	1, 2, 3	A, B, C
Walking Shield, Inc	Provides shelter, healthcare, community development support, educational assistance and humanitarian aid	1, 2, 3	A

APPENDIX A

Criteria for Non-Governmental Organizations Receiving Youth Reinvestment Grant Funds

(Page 1 of 2)

The Youth Reinvestment Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that subcontract with the grantee to implement the proposal. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any YRG funds. The RFP describes these requirements as follows:

Any Non-Governmental Organization which receives YRG funds as either a subgrantee or subcontractor must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the YRG grantee. Organizations that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee and subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.
- Have a physical address (an exception can be made for an Indian Tribe).

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee:


Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Pukúu Cultural Community Services	1019 Second Street San Fernando, CA 91340	Eric.Sanchez@pukuu.org	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Youth Reinvestment Grant Program RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

(Page 2 of 2)

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Nick Kimball	TITLE City Manager		TELEPHONE (818) 898-1202
STREET ADDRESS 117 Macneil Street	CITY San Fernando	STATE CA	ZIP CODE 91340
EMAIL ADDRESS NKimball@sfcity.org			
SIGNATURE x 		DATE 3/29/18	

APPENDIX I

Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

☒ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.


☒ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☒ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE

(This document must be signed by the person who is authorized to sign the Grant Agreement.)

NAME OF AUTHORIZED OFFICER Nick Kimball	TITLE City Manager	TELEPHONE NUMBER (818) 898-1202	
STREET ADDRESS 117 Macneil Street	CITY San Fernando	STATE CA	ZIP CODE 91340
EMAIL ADDRESS NKimball@sfcity.org			
AUTHOTIZED OFFICER SIGNATURE (Blue Ink Only) x 			DATE 3/29/19



Youth Reinvestment Grant - Project Budget and Budget Narrative

Name of County or City: San Fernando

Program Term: July 1, 2019 - February 28, 2023

Budget Line Item	Grant Funds	Match Funds	Total
1. Salaries and Benefits	\$0	\$19,540	\$19,540
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$0	\$0	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$900,000	\$0	\$900,000
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$1,500	\$1,500
7. Project Evaluation	\$1,727	\$273	\$2,000
8. Other (Travel, Training, etc.)	\$62,757	\$80,635	\$143,392
9. Indirect Costs	\$35,516	\$0	\$35,516
TOTAL	\$1,000,000	\$101,948	\$1,101,948

Required match: 10%: no less than: **\$100,000** 25%: no less than: **\$250,000**

1. Salaries and Benefits

Name and Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Grant Funds	Match Funds	Total
				\$0
				\$0
Staff Liaison	\$28/hour 13 hrs/month = \$4,368 + benefits @ 22%:\$960.96		\$19,540	\$19,540
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL		\$0	\$19,540	\$19,540

Salaries and Benefits

Staff Liaison- The City will designate a staff member in the the Recreation and Community Services Department to coordinate use of city facilities with the NGO to provide related services and programming. City facilities are used for a number of events each week, so it will be necessary for City staff to ensure availability and reserve the required locations. Additionally, the City will designate a staff member in the Police Department or Administration Department to coordinate data collection for reporting purposes.□

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Grant Funds	Match Funds	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL		\$0	\$0	\$0

Services and Supplies Narrative:

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Match Funds	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL		\$0	\$0	\$0

Professional Services Narrative

4. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Grant Funds	Match Funds	Total
Pukuu Cultural Community Services	\$20,454.54 x 44 months (See Budget Narrative for details)	\$900,000		\$900,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTALS		\$900,000	\$0	\$900,000

Non-Governmental Organizations (NGO) Subcontracts Narrative

In order to implement the Proposed Work Plan, the NGO has crafted a budget addressing the staffing, supplies, contracts and costs associated with programming and internal costs. STAFFING: The project will be staffed by 1 Project Director (PD) at 0.5FTE for a total of \$25,500. The experienced PD has a proven record of being a project director of a State grant from another department and possesses a PhD with research training, important to the implementation of this Youth Reinvestment Grant. Three Case Workers (1.0FTE) will be hired for \$106,000, which includes salary pay for two entry level case workers and one supervising case worker (range \$33,000-40,000 DOE). A total of \$20,000 will pay for one 0.5FTE Project Assistant at \$15 per hour to assist with the daily functions of the office such as scheduling appointments, filing case work, hosting the reception area, collecting mail, and assisting case workers. Fringe benefits is calculated at \$30,300, which includes states taxes, health insurances, and benefits. SUPPLIES: Supplies are budgeted at \$12,000 for costs associated with the program including case management materials, consumable office supplies (i.e. paper, printer toner), nutrition and drinks for programming with clients, cultural supplies (i.e. beads needed for hands-on activity during an evidence based practice intervention), etc. PROFESSIONAL SERVICES: In addition to the case management, supportive services will be offered through contractors as needed. The implementation of mental health interventions will be implemented by a mix of licensed mental health practitioners and experienced group facilitators for a total of \$7,000 (group facilitation sessions for youth and parents offered together and separately in cohort models). Such services include evidence based practices (i.e. talking circles as process groups), self-care, and other programming. A total of \$1,500 has been allocated for 10 emergency 1-on-1 therapy sessions through a licensed MFT who operates a private indigenous based mental health practice that will be immediately available should an immediate crisis arise. This is important given the waitlists for some mental health services and helps to serve as a preventative/intervention measure given that Native youth have the highest rate of suicide across all groups. Cultural Specialists will provide exclusive knowledge of indigenous practices for the culturally relevant programming for a total of \$5,000 for \$150 per session (multiple hours). The frequency of the sessions will vary depending on the programming, such as the number of talking circles sessions, ethnobotany instruction, or shinnny instruction. OTHER: A total of \$38,155 is allocated to the essential work and activities associated with the functioning of the NGO include 10% administrator (\$5,120), fiscal and data support staff (\$7,070), insurance (\$3,000), and staff travel costs including mileage, mandatory State training, and conference/meeting travel (\$5,000). To ensure fiduciary responsibility, \$3,000 has been allocated for a fiscal audit. In order to ensure evidence based and promising practices are being delivered, \$4,500 has been earmarked for curriculum and training. While the applicant has access to a partner's vehicle, there is a need for more transportation assistance including vehicle rental at \$2,465 for the year since main low-income and at-risk families have barriers to consistent and reliable transportation. A total of \$8,000 has been allocated for the youth-led annual projects, such as the implementation of a shinnny (field hockey) league, youth-focused conference, and/or speech/talent competition. □

5. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds	Match Funds	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTALS		\$0	\$0	\$0

Equipment/Fixed Assets Narrative

6. Data Collection

Description	Grant Funds	Match Funds	Total
Data Collection		\$1,500	\$1,500
			\$0
			\$0
			\$0
TOTAL	\$0	\$1,500	\$1,500

Data Collection

The City will provide data collection for the project evaluation.□

- 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

7. Project Evaluation

Description	Grant Funds	Match Funds	Total
Project Evaluator @ \$2,000	\$1,727	\$273	\$2,000
			\$0
			\$0
			\$0
TOTAL	\$1,727	\$273	\$2,000

Project Evaluation Narrative:

The project evaluation will be coordinated between the NGO and the City of San Fernando. □

- [illegible]

8. Other (Travel, Training, etc.)

Description	Calculation for Expense	Grant Funds	Match Funds	Total
Sports Field: Physical Activities	1 day/wk @ \$280 x 36/mos = \$10,080			
	5 days/wk (Summer Camp) @ \$4,500 x 12/mos =	\$25,290	\$30,349	\$55,639
Multi Purpose Room: Group Space for Workshops	2 days per week \$75.96 x 188	\$11,770	\$16,790	\$28,560
Multi Purpose Room: Group Space for Larger Activities	2 days per week \$75.96 x 188	\$11,770	\$16,790	\$28,560
Multi Purpose Room: Banquet Space for Events	1 day per month \$541.67 x 44	\$10,835	\$12,998	\$23,833
Multiple Rooms: Conference Space Organized by Youth for Youth Compartments	1 day per year (August) \$1,700 x 4	\$3,092	\$3,708	\$6,800
				\$0
TOTAL		\$62,757	\$80,635	\$143,392

Other (Travel, Training, etc.) Narrative:

"The City will provide use of City facilities to host grant related programs and services as an in-kind match. The City has an adopted fee schedule identifying the cost to rent each facility. The costs provided above are based on the City's adopted fee schedule for the use of various facilities for fiscal year 2018-2019. The match amount represents the loss of revenue and opportunity cost by providing the space free of charge.

9. Indirect Costs

Indirect costs may be charged by choosing <u>only one</u> of options 1) or 2) listed below.		Grant Funds	Match Funds	Total
1. Indirect costs will be charged as 10% of total direct salaries and wages, not to exceed:	\$0			\$0
2. Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment) not to exceed:	\$48,224	\$35,516		\$35,516
If the amount entered turns red, adjust it to not exceed the maximum noted above: TOTAL		\$35,516	\$0	\$35,516

Indirect Costs Narrative:

Indirect costs will cover additional support staff to help facilitate administrative tasks such as coordinating between City law enforcement, schools, mental health providers, and project evaluation committees.□

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services
Marisol Diaz, Program Specialist

Date: September 3, 2019

Subject: Consideration to Approve Memorandum of Understanding between the City and Young Women's Christian Association of San Gabriel Valley to Implement the Elderly Nutrition Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Memorandum of Understanding (Attachment "A" – Contract No. 1923) between the City and Young Women's Christian Association (YWCA) of San Gabriel Valley to implement the Elderly Nutrition Program; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. From July 1, 2008, through June 30, 2017, the City ran the Elderly Nutrition Program (ENP) at Las Palmas Park as a sub-recipient of grant funds from the Los Angeles County Department of Workforce Development and Community Services (WDACS).
2. On June 5, 2017, WDACS announced that YWCA of San Gabriel Valley would be the new ENP sub-recipient to conduct the ENP program for Fiscal Year (FY) 2017-2018. The program would remain operating out of Las Palmas Park.
3. On June 30, 2017, the agreement between the WDACS and the City expired.
4. On July 1, 2017, YWCA of San Gabriel Valley assumed all responsibility and implementation of the ENP at Las Palmas Park.

Consideration to Approve Memorandum of Understanding between the City and the Young Women's Christian Association of San Gabriel Valley to Implement the Elderly Nutrition ProgramPage 2 of 3

ANALYSIS:

YWCA is currently providing ENP services to San Fernando residents and the surrounding communities. The ENP services include two nutritional programs with an aim to provide nutritious daily meals and prevent social isolation among older adults. First, the Congregate Meals program takes place in the Las Palmas Park Banquet Room and runs Monday through Friday between the hours of 11:30 am and 1:00 pm. Second, the Home-Delivered Meals program is designed to serve homebound seniors, who are frail due to illness or may have a physical limitation that prevents them from leaving their home. This program also runs Monday through Friday between 11:30 am and 1:00 pm.

The ENP meal service is a great safety net for the San Fernando senior community and for some participants the ENP meal is the only hot meal they have all day. In FY 2018-2019 approximately 11,700 congregate meals were served, and another 8,320 meals were delivered to homebound seniors. The Home Delivered Meals program has reached its capacity, and any new registrants are placed on a waiting list and are worked into a delivery route as resources become available. Currently there are 32 seniors on the waiting list for the Home Delivered Meals program.

There is no actual cooking at Las Palmas Park, rather the food is prepared by a third party vendor contracted by YWCA and is dispensed at the Congregate Meals program or packaged for the Home Delivered Meals program. All meals are prepared under the supervision of the WDASC staff, and follow strict USDA approved dietary guidelines for seniors. There is a YWCA staff member who manages the Las Palmas Park site and several YWCA volunteers that help implement the program.

Individuals age 60 or older are eligible to participate in the ENP program. Spouses who are not yet 60 years old may participate in the programs as long as they are registered with YWCA as such. The program is free but donations are accepted to help offset the cost of running the program. All money collected through donation is handled by YWCA staff.

The City's responsibility in the collaboration is to provide adequate space to conduct the both the Congregate Meals program and the Home Delivered Meals program, maintaining the facility in working order to pass a Food Vendor Health Inspection, and coordinate special event meals with YWCA to account for participants' eligibility. This Non-Exclusive License Agreement with YWCA will ensure access to the Las Palmas Park Banquet Room where the program participants have their meals, the Center's Kitchen where the meal is plated and distributed to the participants, and an office where the site manager does the administrative tasks associated with the program.

YWCA's responsibility is to conduct all aspects of the ENP program, designate a site manager to supervise the day-to-day operation, support staff and volunteers. YWCA will provide the labor and supplies required to implement the ENP services. YWCA will coordinate with City staff on

Consideration to Approve Memorandum of Understanding between the City and the Young Women's Christian Association of San Gabriel Valley to Implement the Elderly Nutrition ProgramPage 3 of 3

special event meals. YWCA will provide the City with data on the number of residents and non-residents served.

BUDGET IMPACT:

The MOU provides for waiving of all facility use fees during normal business hours, which may result in loss of future revenue from customers that may otherwise want to rent the space. However, there is currently very limited demand for renting of the space during the hours that YWCA is proposing to provide services. Additionally, in exchange for use of the facilities, the City will benefit from valuable social network programming provided by YWCA at no cost to the community through the MOU. YWCA will also reimburse the City for any staff costs incurred outside of normal operating hours.

CONCLUSION:

It is recommended that the City Council approve the MOU (Attachment "A"- Contract No. 1923) with YWCA to use City Las Palmas Park facilities to implement the Elderly Nutrition Program and services for seniors and authorize the City Manager to execute the MOU.

ATTACHMENT:

A. Contract No. 1923

ATTACHEMENT A
CONTRACT NO. 1923

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SAN FERNANDO AND
YOUNG WOMEN’S CHRISTIAN ASSOCIATION (YWCA) OF SAN GABRIEL
VALLEY FOR IMPLEMENTATION OF THE ELDERLY NUTRITION PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, the “Agreement”) is made and entered into as of September 3, 2019 (hereinafter, the “Effective Date”) by and between the CITY OF SAN FERNANDO, a California municipal corporation (hereinafter, the “CITY”), and YOUNG WOMEN’S CHRISTIAN ASSOCIATION OF SAN GABRIEL VALLEY, a non-profit organization (hereinafter, “YWCA-SGV”) for the implementation of the Elderly Nutrition Program at Las Palmas Park. For the purpose of this Agreement, CITY and YWCA-SGV may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to the CITY or YWCA-SGV interchangeably as appropriate.

RECITALS:

WHEREAS, YWCA-SGV is a 501 (C) (3) non-profit organization committed to providing women, girls, seniors, and their families with information and services they need to manage critical issues in their lives. YWCA-SGV’s Mission is to eliminate racism, empower women, and promote peace, justice, freedom, and dignity for all, and

WHEREAS, YWCA-SGV contracts with the County Los Angeles Workforce Development Aging and Community Services Department to provide Elderly Nutrition Program (ENP) services for communities in and around the City of San Fernando, and

WHEREAS, YWCA-SGV provides ENP services that include a Congregate Meals program for mobile older adults age 60 or older and a Home-Delivered Meals program for home-bound and frail individuals. Both programs provide a USDA approved meal, meeting the dietary guidelines for seniors.

WHEREAS, the Congregate Meals and Home-Delivered Meals programs are designed to maintain, improve the physical and social well-being of mobile older adults, and provide a mechanism to check up on the safety and well-being of home-bound seniors, and

WHEREAS, the CITY owns and operates Las Palmas Park, located at 505 Huntington Street, San Fernando, California (hereinafter the “FACILITY”).

WHEREAS, YWCA-SGV desires to use the FACILITY to conduct the ENP services for residents of the City of San Fernando and neighboring communities.

WHEREAS, YWCA-SGV has requested the use of indoor space during normal business hours; and

WHEREAS, the CITY is willing to provide access to the FACILITY, upon the terms, provisions, and conditions hereinafter set forth; and

WHEREAS, the terms of this Agreement were approved by the City Council of the City of San Fernando at its Regular Meeting of September 3, 2019.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and YWCA-SGV hereby agree as follows:

1. FACILITY.

1.1. Availability for YWCA-SGV' Use. Except as otherwise provided herein, YWCA-SGV shall have a non-exclusive license to use the FACILITY for the purposes of conducting ENP services and activities for a period of five (5) year commencing from the Effective Date of this Agreement.

1.2. The CITY shall provide YWCA-SGV access to Banquet Room, Kitchen, Office Space, and storage at the FACILITY for the ENP program. The CITY will also reserve parking at Las Palmas Park (one stall) and at the City Yard (two stalls) for the ENP vehicles. The use of the FACILITY and parking shall be based upon the mutually agreed times set forth in the Facility Usage Log contained in Exhibit "A", which is attached hereto and incorporated herein by this reference. While using the FACILITY, YWCA-SGV agrees to allow the CITY to move the ENP program to other available rooms for the sake of accommodating other programming or events. YWCA-SGV' right of access and use to the FACILITY shall be non-exclusive and shall at all times be subordinate and subject to the CITY's ownership rights in the FACILITY and the underlying real property where the Facility is located.

1.3 The CITY shall provide YWCA-SGV access to the FACILITY on a weekly basis for YWCA-SGV sponsored programming set forth in the Facility Usage Log (Exhibit "A") without programming overlap. The FACILITY is subject to availability of dates and times as determined by the CITY in its sole and absolute discretion. All programming shall be scheduled during regular business hours. Rental Fees and Staff Time will be applied should YWCA-SGV programming is scheduled during non-business hours.

1.4 YWCA-SGV will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference.

1.5 YWCA-SGV will provide the CITY with a schedule of activities as soon as reasonably possible but in no event later than seven (7) days prior to the first day of programming.

1.6 YWCA-SGV shall report the number of ENP participants served on a monthly basis. The report shall include demographic (Age, Gender, Race, Marital Status, etc.) information for both the Congregate Meals and the Home-Delivered Meals programs.

1.7 YWCA-SGV participants will register with the CITY through the Department of Recreation and Community Services and complete the Registration Waiver prior to participation in any sponsored YWCA-SGV program or activities.

2. LIABILITY & INDEMNIFICATION.

2.1 YWCA-SGV agrees to be financially responsible for all destruction of, damage to, or unnecessary abuse of the FACILITY and CITY's buildings, grounds or equipment in any way arising out of the use or occupancy thereof by YWCA-SGV.

2.2 YWCA-SGV agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of YWCA-SGV, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.

2.3 Prior to the beginning of the partnership, YWCA-SGV shall also require all of its instructors and participants to submit properly executed individual waivers containing similar indemnifications listed in 2.1 holding the CITY and its officials and employees harmless from any liability associated with their use of the FACILITY. Refer to Exhibit "C" for liability sample, which is attached hereto and incorporated herein by this reference.

2.4 The provisions of this Section, shall survive the expiration or termination of this Agreement, for a period of three years.

3. INSURANCE.

3.1 Coverage. YWCA-SGV shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the insurance listed below:

- A. YWCA-SGV shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the FACILITY that has a limit of liability, per occurrence and aggregate, of not less

than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name the CITY as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to the CITY, (c) provide that coverage afforded thereby will be primary and that any coverage carried by the CITY shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against the CITY that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of the CITY.

- B. YWCA-SGV agrees that if it does not keep the insurance required in this Agreement in full force and effect, the CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to YWCA-SGV, the CITY may take out the necessary insurance and pay, at YWCA-SGV's expense, the premium thereon.

3.2 Certificate. YWCA-SGV shall supply the CITY with a Certificate of Insurance as a precondition to commencing any activities at the FACILITY.

3.3 Waiver. YWCA-SGV waives any and all rights of recovery against the CITY for loss of, or damage to, YWCA-SGV's property or the property of others under YWCA-SGV's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. YWCA-SGV shall, upon obtaining any policies of insurance affecting the FACILITY, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

4. TERM OF AGREEMENT. The term of this Agreement and the license rights set forth herein shall be Five (5) years, commencing from the Effective Date and ending on June 30, 2024. Nothing in this Section shall operate to prohibit or otherwise restrict the Parties' ability to terminate this Agreement earlier set forth in Section 5 of this Agreement.

5. TERMINATION OF AGREEMENT.

5.1 Termination Without Cause. Either Party may terminate this Agreement without cause by providing thirty (30) days prior written notice to the other Party.

5.2 Termination with Cause; Events of Default; Breach of Agreement.

- A. In the event either Party fails to adhere to any term or condition set forth under this Agreement, including those set forth in Exhibits "A", "B", "C" and "D" (or fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall

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

- B. YWCA-SGV shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of the CITY’s issuance of a Default Notice for any failure of YWCA-SGV to timely provide the CITY or CITY’s employees or agents with copies of necessary permits or other documentation required under this Agreement. Prior to the expiration of the 3-day cure period, YWCA-SGV may submit a written request for additional time to cure the Event of Default upon a showing that YWCA-SGV 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, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) that exceeds three (3) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of the 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, YWCA-SGV may submit a written request for additional time to cure the Event of Default upon a showing that YWCA-SGV 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, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B. ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
- C. The CITY shall cure any Event of Default asserted by YWCA-SGV within forty-five (45) calendar days of YWCA-SGV’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, the CITY may submit a written request for additional time to cure the Event of Default upon a showing that the

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.

- D. The CITY, in its sole and absolute discretion, may also immediately suspend YWCA-SGV access and use of the Facilities under this Agreement pending YWCA-SGV cure of any Event of Default by giving YWCA-SGV written notice of the CITY's intent to suspend YWCA-SGV's access and use of the Facilities (hereinafter, a "Suspension Notice"). The CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, the CITY reserves the right to restrict YWCA-SGV's access to portions of the facilities that YWCA-SGV would otherwise be permitted to use under this Agreement, including the use of the concession stand.
- 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 is voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The terms and conditions 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 the CITY at law or under this Agreement in the event of any breach of this Agreement, the CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to YWCA-SGV, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to YWCA-SGV, the CITY may suspend or terminate YWCA-SGV's access and use of a portion of the Facilities that the CITY has determined has not been used in compliance with the terms and conditions of this Agreement, for a period of time up to or including the remainder of the Term of this Agreement;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for YWCA-SGV's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy. YWCA-SGV shall be liable for all legal fees plus other costs and expenses that the CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event that the CITY is in breach of this Agreement, YWCA-SGV' sole remedy shall be the suspension or termination of this Agreement.

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 is voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6. NONDISCRIMINATION. YWCA-SGV shall not discriminate on the basis of race, color, sex, age, religion, national origin or any other basis prohibited by law in its use of the Facilities. YWCA-SGV shall provide the CITY with a copy of its non-discrimination policy prior to any use of the Facilities.

7. FEES AND CHARGES.

7.1 Fees.

- A. The CITY shall waive all facility fees for the ENP program held during regular business hours. ENP services held during non-regular business hours will be billed at regular rental rates and for staffing costs.
- B. YWCA-SGV shall pay for any damages to the FACILITY resulting directly from the operation of the ENP program.
- C. YWCA-SGV shall obtain and maintain, at its sole cost and expense the licenses and certificates required to conduct a host facility, included within the definition of a food facility and must comply with the requirements of the California Retail Food Code (CRFC).

7.2 Billing. The CITY shall submit YWCA-SGV an invoice, when necessary, for any damage to or non-business use of the FACILITY. Any invoice dispute regarding use or damages shall be submitted to the CITY within ten (10) business days of receipt of the invoice.

7.3 Method of Payment. Payments will be made payable to the City of San Fernando.

8. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, YWCA-SGV agrees to perform the services and tasks set forth in "Exhibit D" (hereinafter the "WORK"). YWCA-SGV 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.” YWCA-SGV shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

9. INDEPENDENT CONTRACTOR STATUS.

- 9.1 The Parties acknowledge, understand and agree that YWCA-SGV and all persons retained or employed by YWCA-SGV are, and shall at all times remain, independent contractors and are not officials, officers, employees, departments or subdivisions of CITY.
- 9.2 The Parties acknowledge and agree that YWCA-SGV shall perform all WORK at YWCA-SGV’s own cost and expense and without any reimbursement from CITY.
- 9.3 YWCA-SGV shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors, and subconsultants. YWCA-SGV and all persons retained or employed by YWCA-SGV 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.

10 REMOVAL OF EMPLOYEES OR AGENTS. The CITY reserve the right to remove any officer, employee, agent, contractor, subcontractor or subconsultant under YWCA-SGV supervisor when the said individual is determined to be uncooperative, incompetent, a threat to persons or property, fails to or refuses to adhere to standards of this AGREEMENT. YWCA-SGV shall reassign said individual to another work site.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Should any claim or dispute arising out this agreement be governed solely by federal law, such claim or dispute should be brought in the Central District of California, located within the CITY and county of Los Angeles.

NOTICE. Any notice, request, direction, instruction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either Party may hereafter notify the other in writing as aforementioned:

Organization: Blanca Gonzalez, Project Manager-Senior Services
Young Women’s Christian Association
943 N. Grand Ave. Covina, CA 91724
Telephone: 626-214-9465
Fax: 626-814-0447
Email: blancagonzalez@YWCA-SGVsgv.org

City: City of San Fernando
117 Mcneil Street
San Fernando, California 91340
Attention: Julian J. Venegas, RCS Director
Telephone: (818) 898-1290
Email: jvenegas@sfcity.org

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving Party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

12. ATTORNEYS' FEES. In the event that legal action is necessary to enforce the provisions of this Agreement, the Parties agree that the prevailing Party shall be entitled to recover attorney's fees from the opposing Party in any amount determined by the court to be reasonable.

13 MISCELLANEOUS.

- 13.1 **Drafter.** Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the CITY and YWCA-SGV agree that neither Party shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other.
- 13.2 **Severability.** The CITY and YWCA-SGV agree that the invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 13.3 **Entire Agreement.** The CITY and YWCA-SGV agree that this Agreement (together with the documents attached as Exhibits "A"-"C") constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

APPROVED AND ADOPTED this 3 day of September, 2019.

CITY OF SAN FERNANDO:

**YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF SAN GABRIEL VALLEY:**

By: Nick Kimball, City Manager

By: _____

ATTEST:

By: Elena Chavez, City Clerk

APPROVED AS TO FORM:

By: Richard Padilla, Assistant City Attorney

EXHIBIT “A”**Facility Usage Log****Las Palmas Park**

Room	Day(s)	Time
Banquet Room	Monday – Friday	8:00 am – 2:00 pm
Kitchen	Monday – Friday	8:00 am – 2:00 pm
Office	Monday – Friday	8:00 am – 2:30 pm
LP Parking Stall	Monday – Friday	8:00 am – 3:00 pm
CY Parking Stall	Monday – Sunday	12:00 am – 11:59 pm

Las Palmas Park will be closed on all observed City Holidays listed below. Rental fees and staff cost will apply should YWCA-SGV wish to have the site open to conduct the ENP program during an observed City Holiday.

City Holidays

- a. January 1- New Year’s Day
- b. January 15- MLK Day
- c. February 19- President’s Day
- d. March 30- Cesar Chavez Day
- e. May 28- Memorial Day
- f. July 4- Independence Day
- g. September 3- Labor Day
- h. November 12- Veteran’s Day
- i. November 22- Thanksgiving Day
- j. November 23- Day After Thanksgiving Day
- k. December 25- Christmas Day

*Dates may vary year-to-year, City will provide an updated list in the beginning of each year.

EXHIBIT “B”**RENTAL AND USAGE TERMS**

1. YWCA-SGV agrees that, to the best of its knowledge, the Facility which is the subject of this Agreement states not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
2. This Agreement covers only the activities and use of the Facilities at the expressly identified in this Agreement and associated Exhibits. Any additional activities and/or hours shall require submission of appropriate application and approval from the CITY.
3. The use and/or advertising of drugs, alcohol or tobacco products are NOT ALLOWED AT ANY TIME on or in the Facilities or any other CITY-owned property. NO SMOKING is allowed on or in the Facilities or any other CITY-owned property. Betting and/or other forms of gambling also are strictly prohibited on or in the Facilities or any other CITY-owned property at all times.
4. Responsible adults (21 years or older) must be present AT ALL TIMES when a group of minors is using the Facility.
5. YWCA-SGV shall have a copy of this Agreement available on site at all times.
6. Persons setting up and cleaning up a YWCA-SGV event shall arrive no earlier and leave no later than the set time established in the agreement.
7. Persons in attendance shall restrict their activities to this Facility, or portions thereof, their agreement entitles them. Failure to comply may result in the termination of the program.
8. Items/articles can be only be stored in designated cabinets assigned to YWCA-SGV by CITY staff. The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
9. Upon the conclusion of the event, the agent and/or the organization must leave the Facility in the same condition as found. Such a condition to be determined by an authorized representative. Failure to comply will result in possible loss of access to the facility for future programming.
10. YWCA-SGV and/or their representatives shall maintain a civil attitude, mutual respect, and team cooperation at all times. Failure to do so may result in revocation of the permit.
11. YWCA-SGV and/or their representatives shall promptly report any deficiencies of the Facilities or service requests to the Recreation and Community Services Department at (818) 898-1290. For emergencies, dial 9-1-1.
12. YWCA-SGV and/or their representatives shall arrive with a sufficient amount of time to inspect the Facilities and allow for repairs.

EXHIBIT "C"

Liability Sample

ACTIVITY/PROGRAM REGISTRATION FORM AND WAIVER/RELEASE/INDEMNIFICATION						CLEAR FORM
ACTIVITY/PROGRAM INFORMATION		ADULT SPORTS		YOUTH SPORTS	JERSEY/SHIRT	
ACTIVITY/PROGRAM NAME		LEAGUE		LEAGUE	SIZE	
SESSION		<input type="checkbox"/> SOFTBALL <input type="checkbox"/> BASKETBALL <input type="checkbox"/> VOLLEYBALL: Amateur <input type="checkbox"/> VOLLEYBALL: Advanced* <input type="checkbox"/> _____		<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input type="checkbox"/> CO-ED <input type="checkbox"/> MON <input type="checkbox"/> TUES <input type="checkbox"/> WED <input type="checkbox"/> THUR <input type="checkbox"/> FRI	<input type="checkbox"/> BASKETBALL <input type="checkbox"/> CHEER <input type="checkbox"/> FUTSAL <input type="checkbox"/> SOCCER <input type="checkbox"/> _____	<input type="checkbox"/> ADULT <input type="checkbox"/> YOUTH <input type="checkbox"/> SMALL <input type="checkbox"/> MEDIUM <input type="checkbox"/> LARGE <input type="checkbox"/> X LARGE <input type="checkbox"/> XX LARGE
<small>*Must attend evaluation scrimmage to participate. This is to ensure your safety and meet the goals to make the league competitive. Must be able to serve, bump, set, and spike.</small>						
PARTICIPANT INFORMATION						
FIRST NAME		MIDDLE INITIAL	LAST NAME		<input type="checkbox"/> S.F. RESIDENT <input type="checkbox"/> NON RESIDENT	
ADDRESS				CITY	ZIP CODE	
HOME PHONE NO.		WORK PHONE NO.		CELL PHONE NO.		
EMAIL ADDRESS				<input type="checkbox"/> AGREE TO RECEIVE TEXT MESSAGES <input type="checkbox"/> AGREE TO RECEIVE PROMOTIONAL EMAILS		
GENDER <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	DATE OF BIRTH	AGE	HEIGHT (YOUTH SPORTS ONLY)	IF UNDER 18, PARENT OR GUARDIAN NAME		
MEDICAL INFORMATION (PLEASE LIST ANY CONDITIONS, ALLERGIES, MEDICATIONS, ETC. IF NONE, PLEASE NOTE)						
EMERGENCY CONTACT						
FIRST NAME		LAST NAME		RELATIONSHIP		
HOME PHONE NO.			OTHER PHONE NO.			
LANGUAGE PREFERENCE <i>Optional</i>			ETHNIC BACKGROUND <i>Optional</i>			
<input type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/> OTHER: _____ <small>Please indicate specific language of preference</small>			<input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE: A person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment <input type="checkbox"/> ASIAN: A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam <input type="checkbox"/> BLACK OR AFRICAN AMERICAN: A person having origins in any of the black racial groups of Africa <input type="checkbox"/> HISPANIC OR OTHER LATINO: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race <input type="checkbox"/> NATIVE HAWAIIAN OR PACIFIC ISLANDER: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands <input type="checkbox"/> WHITE: A person having origins in any of the original peoples of Europe, the Middle East, or North Africa <input type="checkbox"/> OTHER: _____: Please indicate specific ethnic group with which you identify			
HOW DID YOU FIND OUT ABOUT OUR PROGRAMS AND ACTIVITIES? <i>Optional</i>						
<input type="checkbox"/> FLYER <input type="checkbox"/> FRIEND <input type="checkbox"/> EXISTING CUSTOMER <input type="checkbox"/> OTHER: _____			<input type="checkbox"/> NEWSPAPER <input type="checkbox"/> WEBSITE <input type="checkbox"/> SOCIAL MEDIA			
PLEASE INITIAL THAT YOU HAVE READ AND UNDERSTAND THE FOLLOWING:						
_____ I have read, understand, and agree to the waiver, release, and indemnification on the reverse of this form. _____ City of San Fernando Recreation and Community Services staff cannot administer any kind of medication. _____ Parents are responsible for transporting their children to and from games and/or activities. _____ Parents are advised to check with a physician if there is any doubt regarding their child's participation. _____ Parents will present documents that verify child's age, legal guardianship, and address. _____ In case of an emergency, I give permission for any necessary medical treatment. Any medical bills will be my responsibility.						
I ACKNOWLEDGE THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE						
PRINT PARTICIPANT OR PARENT/GUARDIAN NAME			PARTICIPANT OR PARENT/GUARDIAN SIGNATURE		DATE	
OFFICE USE ONLY						
RECEIVED BY	DATE	AMOUNT PAID	PAYMENT TYPE	CHECK	RECEIPT	
		\$		#	#	



ACTIVITY/PROGRAM REGISTRATION FORM AND WAIVER/RELEASE/INDEMNIFICATION

WAIVER, RELEASE AND INDEMNIFICATION

I hereby certify that I am an adult over the age of eighteen (18) years, and am allowing my family members listed above permission to participate in certain activities, including but not limited to activities such as, photo-taking, obstacle course races, and any other activity organized by the City of San Fernando ("activities") and/or use of equipment provided by the City of San Fernando, including but not limited to, public parks, bounce houses, and any other equipment provided by the City as part of a City-organized event referred to as the "Event".

I UNDERSTAND AND ACKNOWLEDGE THAT MY OR MY CHILD'S/FAMILY MEMBER'S PARTICIPATION IN CERTAIN ACTIVITIES AT THE EVENT OR USE OF CERTAIN CITY EQUIPMENT USED BY ME AT THE EVENT MAY EXPOSE ME OR MY CHILD/FAMILY MEMBER TO A RISK OF PHYSICAL HARM OR DEATH, AS WELL AS ECONOMIC LOSS, which might result not only from my or my child's/family member's own actions, inactions, or negligence, but also from the actions, inaction, or negligence of others, or the condition of the facilities or equipment. **ACCORDINGLY, I ASSUME ANY AND ALL RISKS** associated with my participation (and/or of my children/family member's listed above) and/or use of the activities and/or equipment. Specific risks might include: a) minor injuries such as scratches, bruises, and sprains; b) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and c) catastrophic injuries including paralysis and death. Additional potential risks and injuries may include: falls, improper use of equipment and/or defective equipment. **ALL SUCH RISKS ARE KNOWN AND ACKNOWLEDGED BY ME.**

I agree that if I observe any facilities and equipment to be used and believe them to be unsafe, I will immediately advise the supervisory person at the facility.

I recognize that certain medical conditions and/or physical conditions known to me may pose a likely and/or foreseeable risk of injury, death or other harm should I, my child, or my family members listed above participate in any of the activities contemplated herein. By execution of this waiver, release and indemnification, I assume full responsibility for any and all risks posed by any medical condition or physical condition suffered by me, my child or family member's listed above whether known or unknown to me.

For myself, heirs, personal assigns, and anyone entitled to act on my behalf, do hereby forever waive, release, discharge, and covenant not to sue the City of San Fernando, its elected or appointed officials, officers, agents, employees, and other volunteers, and the owner of any private property where events or activities are held, from any and all liability, claims, damages, expenses, and judgments, including attorney's fees, arising from participating/volunteering with the City of San Fernando. This release, waiver, and indemnification extend to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree that the City of San Fernando may take photographs of me and/or of my children for participating/volunteering at various events and activities and use such pictures at its discretion for public display or advertising purposes without any compensation to me.

For myself, my heirs, personal assigns, and anyone entitled to act on my behalf, assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, or death and damages to my property, real or personal, caused by or arising from participating/volunteering with the City of San Fernando.

For myself, my heirs, personal assigns, and anyone entitled to act on my behalf, agree to forever indemnify and hold the City of San Fernando and its officials, employees and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of myself participating with and on the City of San Fernando's equipment and facilities, and/or volunteering with the City of San Fernando, and to reimburse them for any such expenses incurred. I recognize that this waiver and release, assumption of risk and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, agree that the balance shall continue in full legal force and effect and if signing on behalf of an organization, I have the capacity and am duly authorized to enter into this agreement on the organizations behalf.

I, the undersigned, consent to have myself, and/or my children/family members photographed, interviewed, and/or videotaped by representatives of the City and its affiliated entities. The City and its affiliated entities may use the images/likeness for the production of City of San Fernando marketing/promotional material. With respect to all photos, videotaping and audio records, and any reproductions of same in any medium, including the City's websites, I hereby irrevocably consent to and authorize their use by the City and its affiliated entities for reproduction, distribution, and exhibition for any purpose and in any medium whatsoever including (but not limited to) publication and exhibition for educational purposes, without any compensation or notice to me.

I understand and agree that such materials, including all negatives, positives, and prints, shall become and remain the sole property of the City and I shall have no right or title to such items. I further understand and agree that these materials may be kept on file and/or used by the City for potential future use and further agree to release the City and its affiliated entities from any and all liability arising from or in connection with taking, use, publication, or dissemination of such materials.

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FROM PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND I SIGN VOLUNTARILY.

I HAVE READ, UNDERSTAND AND AGREE TO THE FOREGOING AND CERTIFY MY AGREEMENT BY MY SIGNATURE ON THE FRONT OF THIS FORM

EXHIBIT “D”**Memorandum of Understanding between City Of San Fernando and
Young Women’s Christian Association of San Gabriel Valley Elderly Nutrition Program****SCOPE OF WORK**

The City of San Fernando (CITY) and Young Women’s Christian Association of San Gabriel Valley (YWCA-SGV) mutually agree upon the importance of providing community-based nutrition and social services for older and disabled adults that are high quality, cost-effective and custom-tailored that enable and empower seniors of diverse cultural and economic backgrounds. The goals of this collaboration are to enrich the lives of senior residents in and around the City of San Fernando so that they can remain in their own homes with independence and dignity. The services will help prevent isolation, neglect, abuse, malnutrition and forced institutionalization.

The City and YWCA-SGV are committed to working collectively in addressing the nutritional and social needs of individuals age 60 and above. YWCA-SGV agrees to work closely with CITY staff in the performance of the Work. All work performed by YWCA-SGV and CITY shall be based on the duties, responsibilities, and obligations of each party, which are detailed as follows:

1. Duties, Responsibilities and Obligations of YWCA-SGV

- a. YWCA-SGV shall perform all Work skillfully, competently and to the highest industry standards and 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.);
- b. All of YWCA-SGV’s employees and agents shall possess sufficient skill, knowledge, training, and experience to perform ENP program tasks assigned to them by YWCA-SGV.
- c. YWCA-SGV shall not assign or transfer, either directly or indirectly or by operation of law, any of YWCA-SGV’s duties, responsibility or obligations under this MOU 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.
- d. In the performance of this Agreement, YWCA-SGV 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.

- e. Will manage the collection of voluntary, confidential contributions for meals from eligible “older persons” in accordance with YWCA’s policies and current Older Americans Act requirements:
 - i. A voluntary, confidential donation at the current suggested donation rate may be made by persons sixty (60) years of age or older, or their spouses regardless of age when the older person accompanies the spouse to the meal site. Handicapped or disabled persons under sixty (60) years of age who live with and are accompanied to the meal site by persons sixty (60) years of age or older may also make voluntary, confidential donations.
 - ii. Other persons, including City staff, under sixty (60) years of age will be charged a set fee (currently \$3.75) per meal.
- f. YWCA-SGV shall provide a site manager to supervise and coordinate the Congregate Meals (CM) and the Home-Delivery Meals (HDM) programs operating out of Las Palmas Park at 505 South Huntington Street, San Fernando. Duties shall include, but shall not be limited to, the following:
 - i. Ensure meals served meet Health Standards.
 - ii. Supervise and train volunteers, including those from Retired Senior Volunteer Program (RSVP).
 - iii. Maintain daily intake records.
 - iv. Collect daily monetary contributions.
 - v. Collaborate in the annual Senior Expo, monthly Holiday themed lunches and other special activities.
 - vi. Make available a current roster of all nutrition program participants.
 - vii. Maintain and clean facility.
 - viii. Provide end of month report of CMP and HDM clients served.
- g. YWCA-SGV shall provide appropriately trained paid or volunteer staff support to ensure that the site manager’s responsibilities, listed above, are performed, in the event the site manager is out ill.
- h. YWCA-SGV shall provide a paid or volunteer driver to assist with the Home-Delivered Meals program.
- i. YWCA-SGV shall provide data of residents served by the Case Management, Telephone Reassurance, and Social Services programs on a monthly basis.
- j. The ENP programs shall adhere to the following:
 - i. Serve a maximum amount allowed by room capacity hot, nutritious meals, menu to be approved by the county nutritionist, and meals prepared by a contracted caterer.
 - ii. Participants are to be 60 years of age or older. Younger caregiver or partners that are younger are allowed.

- iii. A suggested donation for each meal is \$3.00, although no senior shall be denied service due to lack of ability to pay. YWCA-SGV shall have the right to collect meal donations. The CITY does not guarantee or assure the collection of such donations from participants.
- iv. Program participants will be assumed to be low income or extremely low income, therefore income documentation is not required.
- v. At such times, and in such forms, as the CITY may require, YWCA-SGV shall furnish the statements, records, reports, data, and information pertaining to matters covered by this Agreement. All records are to be retained by YWCA-SGV for a period of three (3) years after termination of this Agreement and all other pending matters.

2. **Duties, Responsibilities, and Obligations of CITY**

- a. The City will make available the use of Las Palmas Park Recreation Center – 505 Huntington Street, San Fernando, on the days and time as indicated in the Facility Usage Log (Exhibit A) of this MOU Agreement.
 - i. Banquet Room
 - ii. Kitchen
 - iii. Office Space
 - iv. Storage Space
 - v. Parking Space
- b. The City will be responsible for providing the following as its in-kind contribution towards the ENP program:
 - i. Building maintenance and cleaning
 - ii. Paper goods and hand soap for the kitchen and rest rooms
 - iii. Pest control service
 - iv. Land line (sending and receiving Fax)
 - v. Equipment
 - a. Refrigerator
 - b. Stove/Oven
 - c. Provide access to shared freezer
 - d. Provide kitchen space for YWCA-SGV's stem table
 - vi. Promotion of the meal program including printing menus
 - vii. Advertise all ENP services in citywide brochures, flyers, social media, website and events.
- c. City shall collaborate with YWCA-SGV in annual Senior Expo.
- d. City shall permit YWCA-SGC to park two (2) cargo vans or trucks in the Public Works Storage Yard located at 501 1st St. San Fernando, CA 91340. Access code shall be provided to the drivers of the cargo vans (code outside may not be shared outside YWCA-SGV staff.)
- e. City shall reserve one parking stall at Las Palmas Park for the HDM diver.
- f. In Kind Contributions - the Fair Market Value (FMV) of the in-kind contributions the City makes on behalf of the ENP program is detailed in the table below. The program category C1 indicates essential space need to conduct the program, whereas supportive program space is classified as C2.

Fair Market Value of ENP Space Use						
Program Category	Las Palmas Park	Square Footage	Rate/Sq. Ft.*	FMV Monthly	FMV Quarterly	FMV Annually
C1	Banquet Rm	2,500	\$2.00**	\$5,000	\$15,000.00	\$60,000.00
C1	Kitchen	225	\$2.00**	\$450.00	\$1,350.00	\$5,400.00
C2	Nutrition Office	105	2.00**	\$210.00	\$630.00	\$2,520.00
C2	½ A & C Storage Rm.	126	\$ 2.00**	\$252.00	\$756.00	\$ 3,024.00
C2	Parking Stalls	3 Stalls	\$5.00 Per Day	\$450.00	\$1,350.00	\$5,400.00
Total FMV for Space				\$6,362.00	\$19,086.00	\$76,344.00

*Source: Colliers International (Class B commercial property rate is \$2.65 per square foot)

**Note: LACO will not recognize a cost of space for more than \$2.00 per square foot without substantial documentation.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: September 3, 2019

Subject: Consideration to Approve the Purchase of a 2019 Ford F550 4x2 Altec Articulating Telescope Aerial Device from Altec Industries Incorporated

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the purchase of a 2019 Ford F550 4x2 Altec Articulating Telescope Aerial Device (Lift Truck) from Altec Industries Incorporated (Altec) through their cooperative purchasing contract with Sourcewell: formerly known as National Joint Power Alliance (NJPA) (Attachment "A");
- b. Authorize the City Manager to execute a purchase agreement for the 2019 Ford F550 4x2 Lift Truck, in an amount not to exceed, \$105,116 from Altec; and
- c. Designate Vehicle Number EL-1543 as surplus property and authorize the City Manager to dispose of it as surplus property and send to auction.

BACKGROUND:

1. In 1988, a GMC TC 7000 Aerial Lift Tuck was purchased for use within the Public Works Department Street Division.
2. On August 14, 2015, the City became a member of the National Joint Power Alliance (NJPA), providing competitive bid pricing for various supplies and equipment.
3. In June 2018, the National Joint Power Alliance (NJPA) was renamed to Sourcewell.
4. On August 13, 2019, staff obtained a competitively solicited bid for a 2019 Ford F550 4x2 Lift Truck from Altec via their cooperative purchasing contract with Sourcewell.

Consideration to Purchase a 2019 Ford Transit F550 4x2 Altec Articulating Telescope Aerial Device from Altec Industries Incorporated

Page 2 of 3

ANALYSIS:

Funds were budgeted within the Fiscal Year (FY) 2019-2020 approved budget for the purchase of a new lift truck. The new vehicle being requested will replace the Traffic Signals and Lighting Division's 1998 lift truck (Vehicle #EL-1543) that is used for carrying out tasks related to maintenance, repair and replacement of the City's lighting infrastructure:

- Well site security lighting
- City-owned parking lot lighting
- Street lights and traffic signals

Tasks also include the installation and removal of signs, flags and banners.

Replacing the existing vehicle with a 2019 Ford F550 4x2 Lift Truck will reduce overall vehicle maintenance costs and improve fuel efficiency within the City's fleet. For example, \$12,000 was spent on maintenance and repairs on this vehicle during FY 2018-2019. Additionally, the new lift truck would be available for use on a variety of tasks within the Public Works Water Department.

Below is a brief description of the equipment that is recommended for replacement due to age, condition, and mileage.

Vehicle #	Dept./Division	Year	Make/Model	Mileage
EL-1543	PW- Streets	1998	GMC/ TC 7000 Lift Truck	43,000



Consideration to Purchase a 2019 Ford Transit F550 4x2 Altec Articulating Telescope Aerial Device from Altec Industries IncorporatedPage 3 of 3

Vehicle #EL-1543 is approximately 31 years old and has reached the end of its useful life as related to maintenance and operational efficiency. Over the past several years, the lift truck has seen a substantial increase in maintenance/repair costs, due to issues related to continuous leaking of hoses, exhaust system failures, and continued repairs to the “lift arm” for it to pass annual certification inspections.

New Vehicle Purchase.

As proposed, the City would purchase one 2019 Ford F550 4x2 Lift Truck (Attachment “B”) from Altec through their cooperative purchasing contract with Sourcewell. The contract is based on a competitively solicited bid price which was procured and negotiated by Sourcewell and is available to a multitude of public agencies to purchase fleet vehicles.

City’s Purchasing Policy

In accordance with the City’s Purchasing Policy, the City Council may use a competitive bid conducted by another public agency to purchase goods and services. Known as “Piggybacking” on another contract, this process allows the City to receive the same competitively bid price without having to spend a significant amount of staff time to formally bid and purchase the same goods or services.

BUDGET IMPACT:

Funding for the proposed vehicle purchase of \$105,116 is included in the City’s FY 2019-2020 approved budget within Public Works Department’s; 001-371-0000-4500 (Traffic Signals: Capital Expense) and 041-390-0000-4500 (Equipment/Vehicle Maintenance: Capital Expense).

CONCLUSION:

It is recommended that the City Council approve the purchase of a 2019 Ford F550 4x2 Altec Articulating Telescope Aerial Device; authorize the City Manager to execute a purchase agreement for the vehicle; designate Vehicle Number EL-1543 as surplus property, and authorize the City Manager to dispose of it as surplus property and send to auction.

ATTACHMENTS:

- A. Altec /Sourcewell Contract
- B. Vehicle Quote and Specifications

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Altec Industries, Inc

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A			

Proposer's Signature: Riley BrownDate: 1-18-2018**NJPA's clarification on exceptions listed above:**

Review and Approved:

2/28/18
NJPA Legal Department

Contract Award
RFP #012418**FORM D****Formal Offering of Proposal**
(To be completed only by the Proposer)**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Altec Industries, Inc. Date: 1-15-2018Company Address: 210 Inverness Center DriveCity: Birmingham State: AL Zip: 35242CAGE Code/Duns & Bradstreet Number: Cage: 1CER8 / D&B: 004001731Contact Person: Riley Browne Title: Contract SpecialistAuthorized Signature: _____
(Name printed or typed) Riley Browne

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

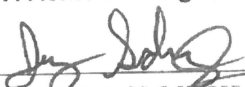
NJPA Contract #: 012418-ALT

Proposer's full legal name: Altec Industries, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CRO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-ALT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Altec Industries, Inc

Authorized Signatory's Title Contract Specialist



VENDOR AUTHORIZED SIGNATURE

Riley Browne

(NAME PRINTED OR TYPED)

Executed on March 12, 2018

NJPA Contract # 012418-ALT

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Altec Industries, Inc.

Address: 210 Inverness Center Drive

City/State/Zip: Birmingham / AL / 35242

Telephone Number: 205-991-7733

E-mail Address: riley.browne@altec.com

Authorized Signature: Riley Browne

Authorized Name (printed): Riley Browne

Title: Contract Specialist

Date: 1-15-2018

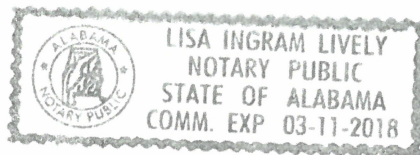
Notarized

Subscribed and sworn to before me this 16th day of Jan, 20 17

Notary Public in and for the County of Shelby State of AL

My commission expires: 3-11-18

Signature: [Signature]



**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Altec Industries, Inc.

Questionnaire completed by: Riley Browne

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Payment Terms are Net 30

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers.

The benefits of our Municipal Lease option include:

- Finance terms to match the useful life of the equipment.
- Flexible lease options to shorten life cycles and decrease maintenance costs.
- Conserves capital budget funds.
- Match payments with budget allocations.
- Non-appropriation language included.

Altec Capital Services municipal lease financing offers terms from 12 to 84 months. Municipal lessees can take advantage of low-rate financing, while simplifying the equipment acquisition process. If budget funds are not approved, simply return the equipment to Altec Capital Services at the end of the current fiscal year.

With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner.

Please feel free to visit <http://www.alteccapital.com> for more information.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

All purchase orders are processed by Altec Industries, as we are a factory direct company. We prefer a process whereas NJPA members issue purchase orders directly to Altec Industries.

Our NJPA quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to NJPA. This process is the responsibility of a team at our corporate office with visibility of our worldwide operations.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes we accept P-card. There is a fee of 3% for credit card transactions used for the purchase of major units.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Please see attached warranty documents for details to supplement the answers below.

- Do your warranties cover all products, parts, and labor?
Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on structural components on all our equipment except for Boom Truck Cranes which are 5 years.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Yes, standard warranty is 90 days for travel charges.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 37 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.
- What are your proposed exchange and return programs and policies?
Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.

- 6) Describe any service contract options for the items included in your proposal.

We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

A selection of aerial devices with standard service bodies and chip dump bodies mounted on chassis

A selection of derrick devices with standard service bodies and chip dump bodies mounted on chassis

A selection of cranes and truck-mounted hydraulic cranes

A selection of pressure diggers.

A selection of cable placers, stringers, tensioners, and pullers

A selection of wood chippers.

A selection of service bodies mounted on chassis.

A selection of chip dump bodies mounted on chassis.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Line Item Proposed Contract Pricing plus \$2/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP. See attached ALTEC RFP 012418 Pricing - Not For Distribution, the pricing in this document is for the purposes of this bid only and is not for distribution. Altec is also including ALTEC RFP 012418 Pricing, this is the only document to be distributed.

There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Line Item List Price less 3% - 5% Discount = Proposed Contract Price.

Proposed Contract Price plus \$2/mile delivery charge (CONUS only).

See attached ALTEC RFP 012418 Pricing - Not For Distribution

There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

- 10) The pricing offered in this proposal is

_____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ X c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

2-5 Units: 1% Discount from Contract Price

6-10 Units: 1.5% Discount from Contract Price

11-19 Units: 2% Discount form Contract Price

20+ Units: TBD at Time of Order

Note: Units must be identical to qualify for quantity rebate.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

ALTEC will utilize and Open Market section for customer to be able to customize equipment as needed. The items in our Open Market section will marked at 20% above Altec cost and presented on a unique quote for each opportunity for customer review.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list

costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.00 / mile for CONUS. Quotes would need to be done for anything outside of the CONUS and will be priced at or below fair market value.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Altec has a team of drivers that work for us. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.00 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can indicate at time of quote and we will be happy to accommodate.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We currently run quarterly reports for NJPA orders and compare the customers on this list with members listed on NJPA's website to verify customers are members. Our Technical Sales Representatives that prepare NJPA quotes for our customers go through training on the quote process, and our quote template is up to date and posted on our internal company site. Our Account Managers must flag the truck as an NJPA quote in our system in order to receive NJPA pricing.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Altec Industries would like to propose a 1% fee payment to NJPA on all orders.

Industry-Specific Questions

- 19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users.

For 89 years Altec has been designing and manufacturing equipment with the end user in mind. We want operators to work "Safer and Smarter", and our equipment helps them by incorporating our experience and "voice of the customer" input during the design phase of our products. Additionally our Sales, Service, Mobile Service, and Parts networks all being comprised of Altec employees means that there is a single POC for the customer when using Altec equipment if any questions or issues arise.

- 20) Provide examples from your product offering that are not available from most competitors in this industry.

Altec is the only company in the market that offers Aerials, Derricks, Boom Truck Cranes, Chippers, Knuckleboom Cranes, and Service / Chip bodies in the same response to this RFP. We are industry leaders with our JEMS Hybrid technology, and our product development teams are constantly getting feedback from our customers regarding what to develop next. We are very proud of our IsoGrip control handle on our Aerial Devices, which is not available from anyone else.

- 21) Explain how your equipment in this category reduces down-time on the job site.

Advanced engineering and rigorous testing make Altec equipment the industry leader in durability. When issues arise, the Altec Service Group has over 100 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers

Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage.

- 22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job.

Altec has partnered with a telematics provider to produce a series of Class 5 aerial devices equipped with enhanced technology, safety features and operating efficiency. The "connected" bucket trucks include solar panels, digital license plates and Internet connectivity via a mobile hot spot.

Many of our customers use our Radio Remote Controls to operate our equipment. This often gives the operator improved visibility of the work being performed as well as allows them to help with other tasks required instead of sitting in an operator seat.

Our Cranes are equipped with Altec LMAP (Load Moment and Area Protection) systems which display all information about the machine and load on line at any given time, helping save time on the job.

Additionally because we offer a full product line, it may be easier for operators to become familiar with our equipment and cross train between our different product lines.

- 23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum?

Altec is keenly focuses on eliminating waste and non-value added processes, while keeping price increases to a minimum. We achieve this by running Rapid Continuous Improvement and maintaining a Closed Loop Quality System. Additionally we use the 8-D Problem Solving System and our production sites have implemented the Kanban scheduling system for lean manufacturing. We use our economies of scale to negotiate favorable arrangements from our suppliers, and utilize a FIFO system for parts that we stock.

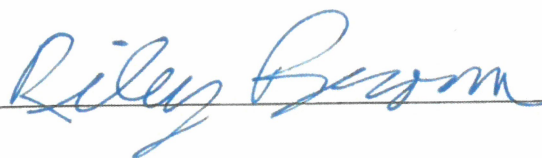
- 24) Explain how your distributors are set up to provide service and support for equipment in this industry.

As a factory direct company we do not use distributors.

- 25) Identify how your products, services and supplies address the scope of this RFP.

Altec strives to be a full line / full service provider to the Public Utility Market. The range of our product offering allows customers to truly have a partner in their industry, with one contact for their utility equipment needs. Through the years Altec has demonstrated our ability to meet and exceed the expectations of our NJPA customers and we hope to further strengthen our relationships through this RFP.

Signature:



Date:

1-19-2018



FOR NEW EQUIPMENT SALES, CALL
800.958.2555
TO SPEAK WITH AN ALTEC REPRESENTATIVE
or visit us online at altec.com

 **Altec**
ARTICULATING TELESCOPIC
AERIAL DEVICE

AT37G

FEATURES

- Altec ISO-Grip® Control System
- Articulating Telescopic Aerial Device
- Compensated Articulating Arm
- Hydraulic Boom Extension
- Insulating, ANSI Category C, 46 kV and Below
- Continuous Rotation
- Platform, 24 x 30 x 42 in (610 x 762 x 1067 mm) Nominal
- Hydraulic Platform Leveling
- Platform Capacity – 350 lb (159 kg) Fixed
- 350 lb (159 kg) with Rotator
- Fully Metered Single Handle Upper Control
- Full Pressure, Open Center Hydraulic System
- Platform Access from the Ground
- Emergency Lowering Valve
- Tool Circuit at Platform
- Back-up Alarm
- Outrigger Boom Interlock System (With Outrigger Option)
- Outrigger Motion Alarm (With Outrigger Option)

SPECIFICATIONS

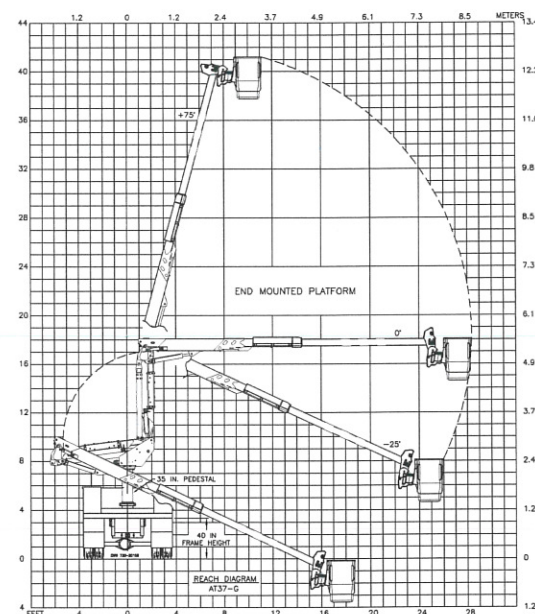
Ground to Bottom of Platform*	37.8 ft (11.5 m)
@ Distance From Centerline	11.2 ft (3.4 m)
Maximum Reach:	
End-Mount	28.3 ft (8.6 m)
Side-Mount	26.2 ft (8.0 m)
@ Platform Height	14.6 ft (4.5 m)
Stowed Travel Height*	10.2 ft (3.1 m)
Lower Boom Articulation	-25° to 75°
Articulating Arm Articulation	-7° to 90°
Rotation	Continuous
Weight of Unit	2378 lb (1079 kg)
* Based on a 40 in (1016 mm) chassis frame height	

OPTIONS

- Non-Continuous Rotation
- Secondary Stowage System
- Engine Start/Stop
- Tool Circuit at Tailshelf
- Outriggers, Vertical
- 400 lb Platform Capacity
- Platform Cover
- Platform Rotator - 90° or 180°
- Platform, 24 x 24 x 42 (610 x 610 x 1067mm) Nominal

Recommended safety equipment, available through Altec Supply, include a fall protection system and wheel chocks for stationary set-ups.

REACH DIAGRAM



EASY ACCESS FROM GROUND



BOOM TIP COVERS



ACCESS BODY FROM PLATFORM



For more complete information on Altec products and services, visit us on the web at www.altec.com. Material and specifications are subject to change without notice. Featured units in photos may include optional features. Please contact an Altec representative for all available options. Altec® and the Altec logo are registered trademarks of Altec Inc. in the United States and various other countries and may not be used without permission.
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Quote Number: 481670 - 3

Altec, Inc.

August 13, 2019
Our 90th Year

Ship To:
City of San Fernando

Bill To:
City of San Fernando

Attn:
Phone:
Email:

Altec Sales Order: 4915148
Altec Quotation Number: 481670 - 3
Run Number: 1055166
Account Manager: Albert Gutierrez
Technical Sales Rep: Kyle Alan Bailey
Reference WO: Stock Spec-
Customer Inspection:
Line Set Date: 01/24/2019

X7 Discrete Job: 63509181
X7 Configured Item: 970150000-5164250
Quantity: 1
X4 Discrete Job: 63619722
X4 Configured Item: 970149508-5164240
System Engineer: Robert Bush
Structural Engineer: Glen Henning

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	ALTEC Model AT37G telescoping/articulating continuous rotation aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. Includes the following features:	1
2.	AT37G Unit Model	1
3.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms and platform. Secondary Stowage & Start/Stop is activated with an air plunger at the platform and switch at the lower control station.	1
4.	Post style pedestal mounting	1
5.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1
6.	Single, One (1) Man, Fiberglass Platform; End Mounted with 180 degree rotator. 24 x 30 x 42 inches, includes hydraulic tilt.	1
7.	Platform leveling at lower controls	1
8.	Two (2) Platform Steps	1
9.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1
10.	Platform liner for a 24 x 30 x 42 inch platform	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
11.	Platform Capacity, 400LBS.	1
12.	Altec Patented ISO-Grip Insulating 4 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Forward/back operates upper boom in/out, tiller operates rotation CW/CCW, up/down operates lower boom up/down, and twist operates articulating arm up/down. Platform leveling is controlled with a separate interlocked control handle.	1
13.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1
14.	Powder coat unit Altec White.	1

Unit and Hydraulic Acc.

15.	HVI-22 Hydraulic Oil (Standard).	9
16.	Standard Pump For PTO	1
17.	Hot shift PTO for automatic transmission	1

Body

18.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	1
A.	Basic body fabricated from A40 grade 100% zinc alloy coated steel	
B.	All doors are full, double paneled, self-sealed with built-in drainage.	
C.	Stainless steel hinge rods extend full length of door.	
D.	Door hinges are zinc alloy material attached with rivets	
E.	All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.	
F.	Heavy-gauge welded steel frame construction with smooth galvaneal floor.	
G.	Possible contact edges are folded for safety.	
H.	Door header drip rail at top for maximum weather protection.	
I.	Neoprene or rolled fenders on wheel fender panels.	
J.	Steel treated for improved primer bond and rust resistance.	
K.	Automotive underseal applied to body.	
L.	Automotive type non-porous door seals fastened to the door facing.	
M.	108 Inch Body Length	
N.	40 Inch Body Height (Standard)	
O.	94 Inch Body Width (Standard)	
P.	20 Inch Body Compartment Depth (Standard)	
Q.	8 Inch Body crossmembers (Standard)	
R.	No Treadplate On Compartment Tops	
S.	6 Inch tall wooden tailboard installed at the rear of body cargo area	
T.	Stainless Steel Rotary Paddle Latch With Lock (Standard)	
U.	Master Body Locking System (Standard)	
V.	One (1) wheel chock holder installed in fender panel on each side of body.	



<u>Item</u>	<u>Description</u>	<u>Qty</u>
W.	Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)	
X.	Chains On Horizontal Doors	
Y.	Hotstick shelf extending full length of body on Curbside.	
Z.	Drop-Down Hot Stick Door For One (1) Shelf (Right Side)	
AA.	Two (2) Hot Stick Brackets	
AB.	1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AC.	1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers	
AD.	Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks	
AE.	1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall	
AF.	1st Horizontal Curbside (RH) - Vacant	
AG.	Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AH.	One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments	
AI.	38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.	

Body and Chassis Accessories

19.	ICC Underride Protection	1
20.	Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1
21.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
22.	Front Torsion Bar Installed On Chassis	1
23.	Rear Torsion Bar Installed On Chassis	1
24.	Timbren Springs for Front Suspension	1
25.	Appropriate counterweight added for stability.	1
26.	Platform Rest, Rigid with Rubber Tube	1
27.	Platform to be rotated and stowed in the side mounted position	1
28.	Boom Rest for a Telescopic Unit	1
29.	Mud Flaps With Altec Logo (Pair)	1
30.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
31.	Slope Indicator Assembly For Machine Without Outriggers	1
32.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
33.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1
34.	Triangular Reflector Kit, Installed	1
35.	Vinyl manual pouch for storage of all operator and parts manuals	1
36.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1
<u>Electrical Accessories</u>		
37.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
38.	Altec Standard Amber LED Strobe Light with Brush Guard	1
<u>Sales Text: Post Mounted On Streetside Front Compartment Top</u> Last Updated By: Alan Bailey on 24-JAN-2019 16:26		
39.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1
40.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
41.	Ford Upfitter Switches (Supplied With Chassis)	1
42.	Custom Electronic Module	1
<u>Sales Text: Start/Stop/Throttle Module, 12 Volt System</u> Last Updated By: Alan Bailey on 24-JUN-2019 14:49		
43.	Install secondary stowage system.	1
44.	PTO Indicator Light Installed In Cab	1
<u>Finishing Details</u>		
45.	Powder Coat Unit Altec White	1
46.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
47.	Apply Non-Skid Coating to all walking surfaces	1
48.	English Safety And Instructional Decals	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
49.	Vehicle Height Placard - Installed In Cab	1
50.	Placard, HVI-22 Hydraulic Oil	1
51.	Dielectric test unit according to ANSI requirements.	1
52.	Stability test unit according to ANSI requirements.	1
53.	Focus Factory Build	1
54.	Delivery Of Completed Unit	1
55.	Inbound Freight	1
56.	AT37G FA Installation	1
57.	Stock Unit	1
<u>Chassis</u>		
58.	Chassis	1
59.	Altec Supplied Chassis	1
60.	2019 Model Year	1
61.	Ford F550	1
62.	4x2	1
63.	60 Clear CA (Round To Next Whole Number)	1
64.	Regular Cab	1
65.	Chassis Cab	1
66.	Chassis Wheelbase Length - 145	1
67.	Ford Gas 6.8L	1
68.	Ford Torqshift 6-Speed (6R140) Automatic Transmission (w/PTO Provision)	1
69.	GVWR 19,000 LBs	1
70.	6,500 LBS Front GAWR	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
71.	Spring Suspension	1
72.	13,660 LBS Rear GAWR	1
73.	Hydraulic Brakes	1
74.	Park Brake In Rear Wheels	1
75.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1
76.	63C - Aft Axle Frame Extension	1
77.	No Idle Engine Shut-Down Required	1
78.	50-State Emissions	1
79.	Ford 40 Gallon Fuel Tank (Rear)	1
80.	AM/FM Radio	1
81.	Cruise Control	1
82.	Snow Plow Package	1

Additional Pricing

83.	Stock Unit Price Including Delivery	\$102,782
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Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty

Altec Industries, Inc.

BY _____

Kyle Alan Bailey , Technical Sales Representative

Notes:



Altec Industries, Inc.

Opportunity Number: 124169ⁿ
 Quotation Number: 54686⁴
 Sourcewell Contract #: 012418-AL⁷
 Date: 8/14/2019

Quoted for: City of San Fernando

Customer Contact:

Phone: / Email:

Quoted by: Alan Bailey

Phone: / Email:

Altec Account Manager: Albert Gutierrez

REFERENCE ALTEC MODEL

AT37G	Articulating Telescopic Aerial Device (Insulated)	\$102,639
--------------	--	------------------

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-GAS	Gas Engine	-\$4,312
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1			
2			
3			
4			
5			
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$98,327

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS		
8	OTHER		
OPEN MARKET OPTIONS TOTAL:			\$0

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$98,327**Delivery to Customer: \$4,455****TOTAL FOR UNIT/BODY/CHASSIS: \$102,782****(C.) ADDITIONAL ITEMS (items are not included in total above)**

1	VCAM	Backup Camera System	\$835
2		2 Grill Mounted Strobes	\$430
3		Scuff Pad With Step	\$279
4		47" LED Directional Light Bar	\$790

Total With Options: \$105,116****Pricing valid for 45 days******NOTES****PAINT COLOR:** White to match chassis, unless otherwise specified**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.**TO ORDER:** To order, please contact the Altec Account Manager listed above.**CHASSIS:** Per Altec Commercial Standard**DELIVERY:** Based on stock availability**TERMS:** Net 30 days**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.**BUILD LOCATION:** Elizabethtown, KY

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy T. Hou, Deputy City Manager/Director of Community Development

Date: September 3, 2019

Subject: Receive a Presentation from the Southern California Association of Governments Regarding the Sixth Cycle Regional Housing Needs Assessment

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive a presentation from the Southern California Association of Governments regarding the Sixth Cycle Regional Housing Needs Assessment; and
- b. Provide staff with direction, as appropriate.

BACKGROUND:

1. In 1980, California State Housing Law required regional Councils of Government in California to determine the projected housing needs for persons of all income levels, which is referred to as the Regional Housing Needs Assessment (RHNA). The RHNA process is intended to address housing needs for projected state population and housing growth so as to create a better balance of jobs and housing in communities and to ensure the availability of affordable units for all income groups.
2. The regional Council of Governments (COG), specifically the Southern California Association of Governments (SCAG), is required under State Law to determine the projected housing needs for its respective region. SCAG's region encompasses the following six counties: Los Angeles, Orange, Ventura, San Bernardino, Riverside and Imperial.
3. RHNA is quantified by two measures: 1) existing need for housing, and 2) the future need for housing. Existing need for housing is determined by analyzing census data to determine which housing market is not meeting the needs of the residents. That number is derived by the number of low-income households paying more than 30% of their income for housing and by overcrowding of housing units. The assessment for the future need of housing is determined by SCAG's growth forecast and the public participation process. The growth forecast is determined by the following: young adult moving out of a parent's

Receive a Presentation from the Southern California Association of Governments Regarding the Sixth Cycle Regional Housing Needs AssessmentPage 2 of 3

home or family moving into a community for employment. Each jurisdiction must allocate its “fair share” of the region’s affordable housing needs.

4. The State’s Housing Element Law, which requires local jurisdictions to plan for their share of existing and projected population growth through their Housing Element and General Plan updates, are enforced by The California Department of Housing and Community Development (HCD) who ultimately certifies each jurisdictions Housing Element. State law requires that each Housing Element to be updated periodically. The cycle for updating a Housing Element varies from five to 10 years. A new RHNA is evaluated for each jurisdiction at every Housing Element cycle. The past cycles have been:
 - First cycle: 1980-1990 (10-year cycle)
 - Second cycle: 1988-1995 (seven-year cycle – contains overlap with previous cycle)
 - Third cycle: 1999-2006 (seven-year cycle)
 - Fourth cycle: 2007-2014 (seven-year cycle)
 - Fifth (current) cycle: 2014-2021 (seven-year cycle)
5. On January 1, 2018, as a result of California Senate Bill 35 (SB 35), streamlining provisions went into effect for cities that were not meeting their goals for construction of certain regional housing needs. SB 35 amended Government Code Section 65913.4 to require local jurisdictions to streamline the approval of certain housing projects by providing a ministerial approval process and removing the requirements for California Environmental Quality Act (CEQA) analysis.
6. In April 2019, the City Council approved the 2018 General Plan Housing Element Annual Progress for 2018. In 2018, the City demonstrated significant progress towards meeting its low-income and moderate-income RHNA allocations, and a substantial increase in activity overall in comparison to 2017. However, production in the City remained behind the pace to meet its allocation for the moderate and above moderate income category for the 2014-2021 period. As a result, the City was subject to SB 35 streamlining provisions for proposed developments with at least 10 percent affordability (10 percent of the units must be affordable to households earning 80 percent or less of area median income).
7. As presented in Table 1 below, the City was allocated a total RHNA of 217 units for the planning period. During calendar years 2014-2018, a total of 203 residential building permits were issued. However, under SB 35 cities must meet the proportionate share of the RHNA for each of the four income levels. Hence, the City has a remaining RHNA target for three of the four income levels.

Receive a Presentation from the Southern California Association of Governments Regarding the Sixth Cycle Regional Housing Needs Assessment

Page 3 of 3

Table I: Regional Housing Needs Allocation (RHNA) Progress: 2014-2018

Income Level	2014-2021 RHNA Allocation	Building Permits Issued Per Year					Remaining RHNA Target
		2014	2015	2016	2017	2018	
Very Low (0 to 30% of AMI)	55	28	0	0	0	0	27
Low (30 to 50% of AMI)	32	4	5	5	24	67	0
Moderate (50 to 80% of AMI)	35	0	0	0	3	27	5
Above Moderate (> 80% of AMI)	95	27	0	9	2	2	55
Total	217	59	5	14	29	96	87

ANALYSIS:

Pursuant to state law, SCAG is in the process of developing the Sixth Cycle RHNA allocation plan, which will cover the planning period October 2021 through October 2029. SCAG anticipates adopting final RHNA allocations in October 2020. As part of this process, the City may submit comments regarding the proposed RHNA allocation methodology through Friday, September 13, 2019. A PowerPoint presentation downloaded from SCAG's website (Attachment "A") provides information regarding the proposed methodology and process. A representative from SCAG will be in attendance to give a presentation and respond to questions.

BUDGET IMPACT:

There is minimal budget impact associated with receiving the presentation from SCAG. Monitoring and providing input into the Sixth Cycle RHNA allocations is part of the Community Development Department work program for Fiscal Year 2019-2020.

CONCLUSION:

It is recommended that the City Council receive and file a presentation from SCAG regarding the City's Sixth Cycle RHNA allocations and provide staff direction, as appropriate.

ATTACHMENT:

A. SCAG Sixth Cycle Proposed RHNA Methodology Presentation, August 20, 2019

ATTACHMENT "A"

6th Cycle Proposed RHNA Methodology

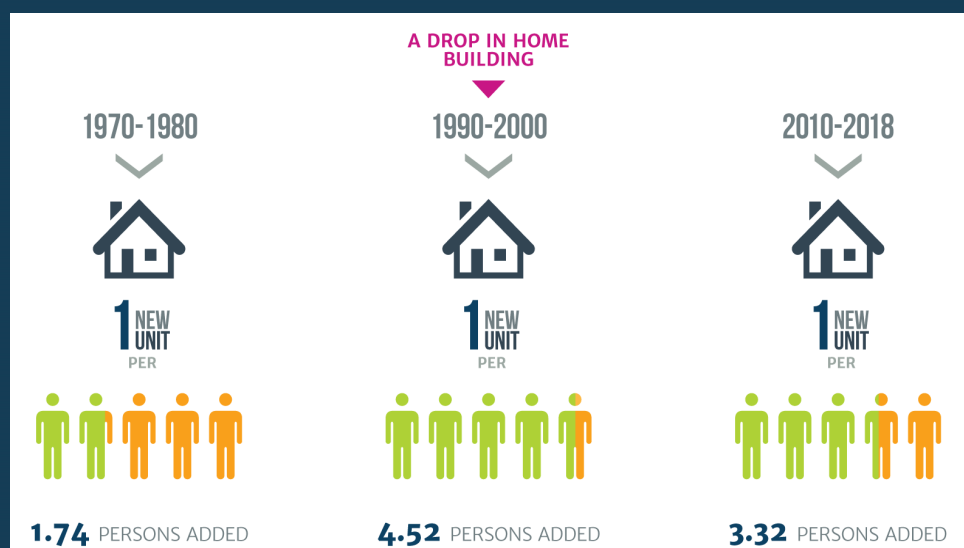
Ma'Ayn Johnson, AICP

Compliance and Performance Monitoring

www.scag.ca.gov



Purpose of RHNA



Objectives of RHNA



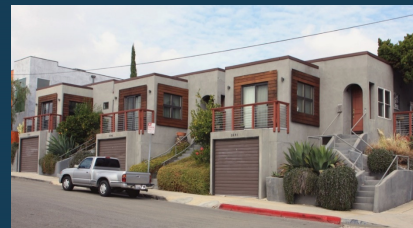
- 1) To increase the housing supply and mix of housing types, tenure and affordability within each region in an equitable manner
- 2) Promoting infill development and socioeconomic equity, the protection of environmental and agricultural resources, and the encouragement of efficient development patterns



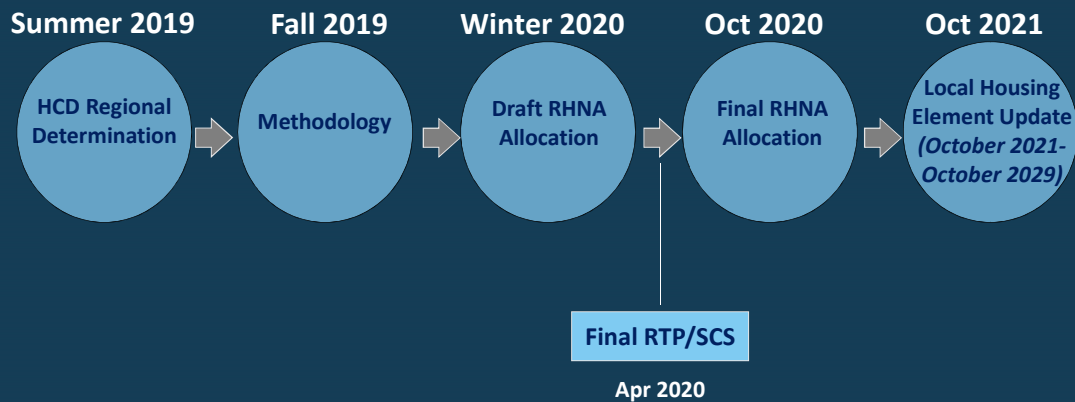
Objectives of RHNA



- 3) Promoting an improved intraregional relationship between jobs and housing
- 4) Allocating a lower proportion of housing need in income categories in jurisdictions that have a disproportionately high share in comparison to the county distribution
- 5) Affirmatively furthering fair housing



The RHNA Process



Proposed RHNA Methodology: Options



- Three options developed based on feedback from RHNA Subcommittee and stakeholders
- Each option applies different components
- One option will be recommended to the RHNA Subcommittee, CEHD, and Regional Council for submittal to HCD

Proposed RHNA Methodology*



Option 1

- Share of population
- Share of population within high quality transit areas
- Share of regional undersupply of building permits issued
- Local input/Future vacancy need/Replacement need
- Social equity adjustment

Option 2

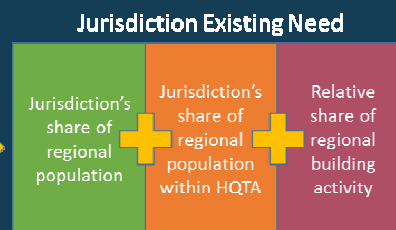
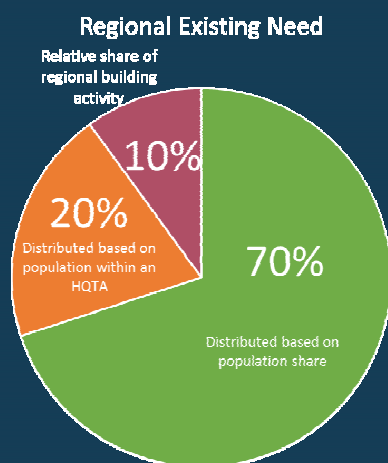
- Share of population
- Share of population within high quality transit areas
- Social equity adjustment

Option 3

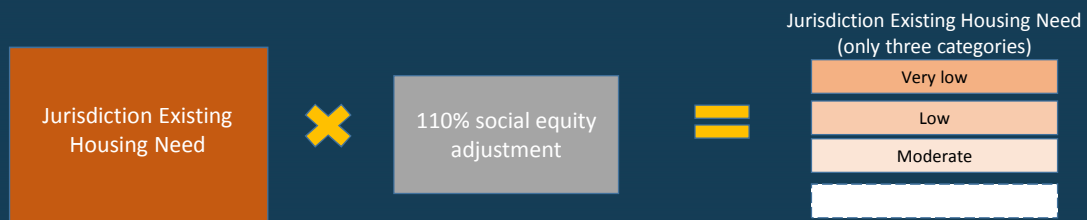
- Local input/Future vacancy need/Replacement need
- Social equity adjustment

*Stakeholders are invited to share comments and propose other components or options

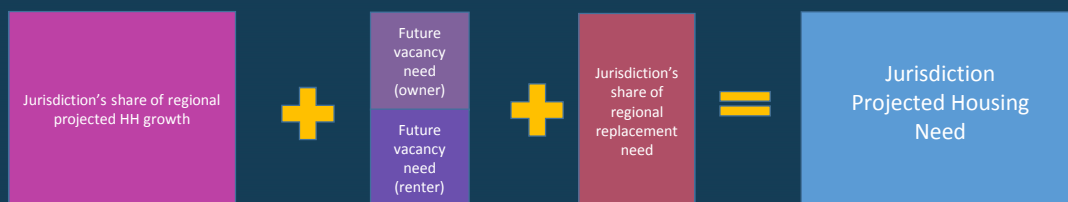
Option 1 Step 1 Determining Existing Need



Option 1 Step 1: Determining Existing Need



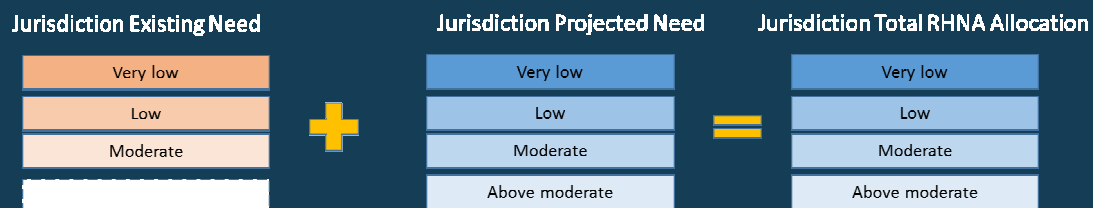
Option 1 Step 2: Determining Projected Housing Need



Option 1 Step 2: Determining Projected Housing Need



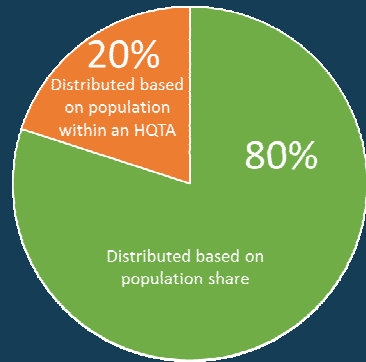
Option 1 Step 3: Total RHNA Allocation



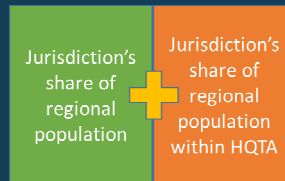
Option 2 Step 1



Total Regional Need



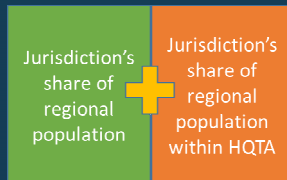
Jurisdiction Total Need



Option 2 Step 2



Jurisdiction Total Housing Need



150% social equity
adjustment



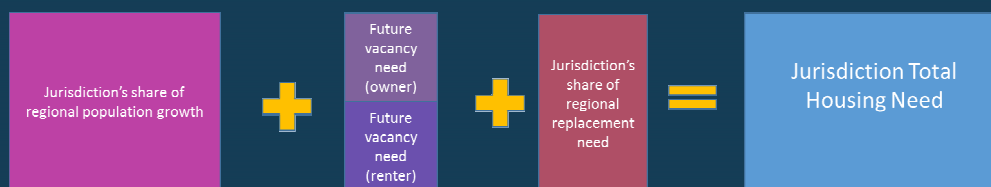
Jurisdiction Total Housing Need

Very low
Low
Moderate
Above moderate

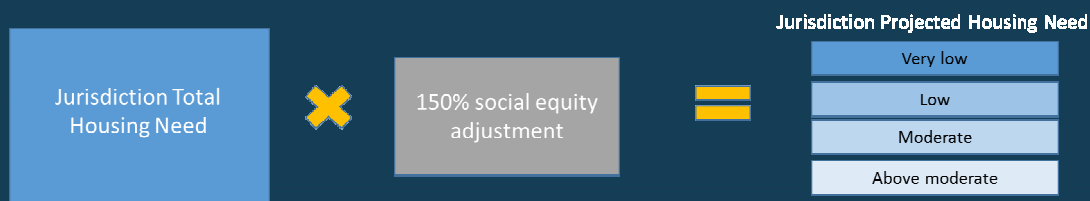
Option 3 Step 1



- Similar to projected need from Option 1
- Share of regional population growth instead of household growth
- Horizon year based on closest household growth to regional determination from HCD



Option 3 Step 2





*How do the options
affect different jurisdictions?*

City A and City B



City A

- Urbanized
- Within County X
- Most of population is within an HQTAs
- Population: Appx. 65,000
- Higher concentration of lower income households than other parts of the county

City B

- Suburban community
- Within County Y
- No HQTAs within jurisdiction
- Population: Appx 65,000
- Higher concentration of high income households than other parts of the county

Option 1: Step 1 Existing Need

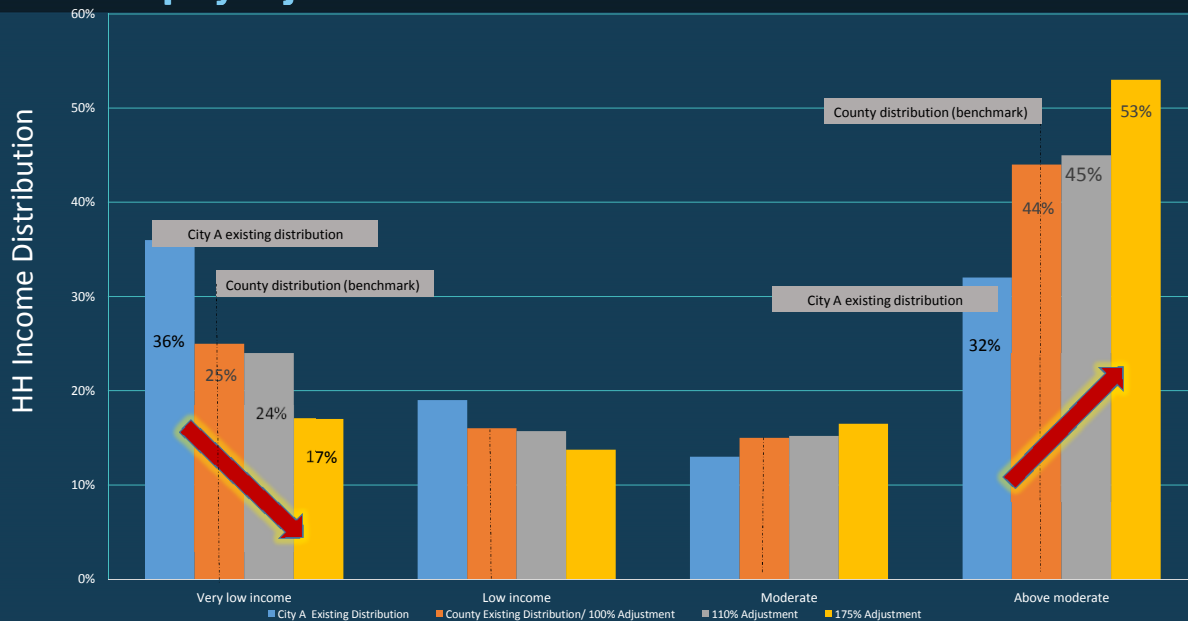


Example assumption: Regional existing need of 250,000

- 175,000 (70%) will be assigned based on population share
- 50,000 (20%) will be assigned based on population share within HQTAs
- 25,000 (10%) will be assigned based on share of recent regional permit activity in comparison to population

City A	Existing need	City B	Existing need
+Share of regional population (0.35%)	606	+Share of regional population (0.35%)	606
+Share of regional population within HQTAs (0.37%)	183	+Share of regional population within HQTAs (0%)	0
+Share of permit activity in comparison to population (1.10%)	280	+Share of permit activity in comparison to population (0.30%)	88
=Total existing need	1,069	=Total existing need	694

Social Equity Adjustment



Option 1: Step 1 Existing Need



City A	Income Category	Very low	Low	Moderate	Above moderate	Total
	Current Distribution	30.1%	23.2%	17.6%	29.1%	100%
	After 110% adjustment	24.8%	14.8%	16.7%	43.6%	100%
	After 110% adjustment into 3 categories	44%	26.3%	29.7%	--	100%

City B	Income Category	Very low	Low	Moderate	Above moderate	Total
	Current Distribution	15.8%	12.2%	16.8%	55.2%	100%
	After 110% adjustment	24.5%	16.9%	18.5%	40.1%	100%
	After 110% adjustment into 3 categories	40.9%	28.3%	30.8%	--	100%

Option 1: Step 1 Existing Need



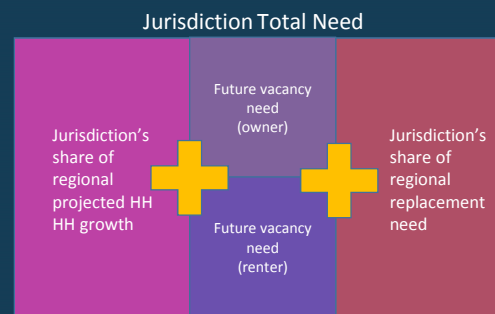
Existing housing need	City A	City B
Very low	459	318
Low	296	178
Moderate	315	198
Above moderate	--	--
Total	1,069	694

Option 1: Step 2 Projected Need



Projected need will be determined by three factors:

- Household growth
- Future vacancy need
 - By owner and renter
- Replacement need



Option 1: Step 2a Household Growth



- A jurisdiction's share of regional household growth using local input as the basis

City A	
+Household growth (based on local input)	498

City B	
+Household growth (based on local input)	1,324

Option 1: Step 2b Future Vacancy Need

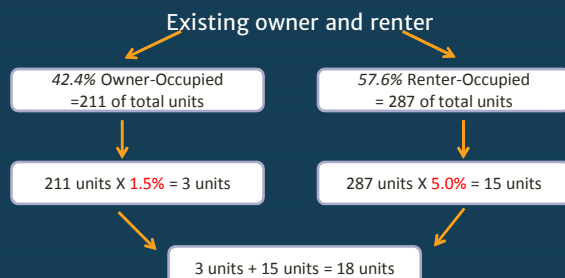


Future vacancy need uses the breakdown of owner and renter households in each jurisdiction

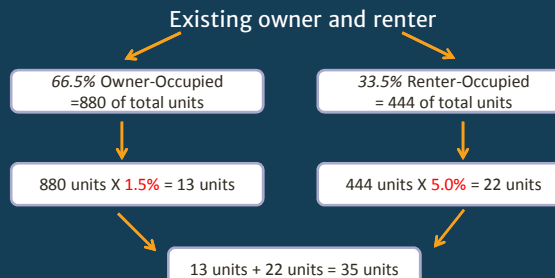
A 1.5% vacancy rate is applied to projected owner households

A 5.0% vacancy rate is applied to projected renter households

City A: 498 Projected HH growth



City B: 1,324 Projected HH growth



Option 1: Step 2c Replacement Need



- Jurisdictions will be assigned a replacement need based on their share of regional replacement need
- Share of regional replacement need was adjusted by replacement need survey results
- The final regional replacement need will be assigned after the regional determination process with HCD
- Some jurisdictions replaced all demolished units and have 0 replacement need.

City A	
+Replacement need (based on adjustment from survey)	24

City B	
+Replacement need (based on adjustment from survey)	0

Option 1: Step 2 Projected Need



City A		City B	
+Projected household growth	498	+Projected household growth	1,324
+Future Vacancy Need	18	+Future Vacancy Need	35
+Replacement Need	24	+Replacement Need	0
=Projected housing need	540	=Projected housing need	1,359

Option 1: Step 2



City A	Income category	City A existing HH income distribution	County X existing housing distribution	150% adjustment
	Very low	30.1%	25.3%	22.9%
	Low	23.2%	15.6%	11.8%
	Moderate	17.6%	16.8%	16.4%
	Above moderate	29.1%	42.3%	48.9%
City B	Income category	City B existing HH income distribution	County Y existing housing distribution	150% adjustment
	Very low	15.8%	23.7%	27.7%
	Low	12.2%	16.5%	18.6%
	Moderate	16.8%	18.3%	19.1%
	Above moderate	55.2%	41.5%	34.6%

Option 1: Step 3 Total RHNA Allocation



		Very low	Low	Moderate	Above moderate	Total
City A	Existing need	459	296	315	--	1,069
	Projected need	130	60	83	266	540
	Total RHNA	589	356	398	266	1,608

		Very low	Low	Moderate	Above moderate	Total
City B	Existing need	318	178	198	--	694
	Projected need	396	245	242	477	1,359
	Total RHNA	713	423	440	477	2,053

Option 2



Example assumption: Regional need of 675,000

- 540,000 (80%) will be assigned based on population share
- 135,000 (20%) will be assigned based on population share within HQT

City A	Total need
+Share of regional population (0.35%)	1,870
+Share of regional population within HQT (0.37%)	493
=Total need	2,363

City B	Total need
+Share of regional population (0.35%)	1,870
+Share of regional population within HQT (0%)	0
=Total existing need	1,870

- Social equity adjustment: 150%

Option 3



- Based on population growth for selected horizon year
- Horizon year is selected based on horizon growth closest to HCD determination
- Example assumption: HCD provides a total of 800,000

City A	Total need
+Share of regional population growth (0.14%)	910
+Future vacancy need	32
+Share of replacement need	24
=Total existing need	966

City B	Total need
+Share of regional population growth (0.76%)	4,950
+Future vacancy need	132
+Share of replacement need	0
=Total existing need	5,082

- Social equity adjustment: 150%

A Comparison of Options



	Option 1	Option 2	Option 3
Existing need separate from projected need	Yes	No	No
Higher total of lower income categories	Yes	No	No
Emphasis on HQTAs from regional total	On existing need only, 20%	On total allocation, 20%	No
Accounts for recent building activity	Yes	No	No
Social equity adjustment	110% for existing need 150% for projected need	150% for total need	150% for total need
Local input as a component	Yes	No	Yes

Full Proposed RHNA Methodology



- Step by step guide to calculate a draft RHNA allocation in proposed methodology packet
- Online tool available to estimate draft RHNA allocation based on each option at www.scag.ca.gov/rhna
- Full survey responses available at www.scag.ca.gov/rhna

Next Steps



- Proposed RHNA methodology public hearings
 - August 15, 6-8pm Los Angeles
 - August 20, 1-3pm Los Angeles
 - August 22, 1-3pm Orange County
 - August 27, 6-8pm, Inland Empire
- Proposed RHNA methodology public information session
 - August 29, 1-3pm Santa Clarita

Next Steps



- RHNA Subcommittee Meeting to select a RHNA methodology
 - *Tentative: October 7*
- CEHD Special Meeting to select a RHNA methodology
 - *Tentative: October 21*
- Regional Council meeting to select a RHNA methodology
 - *November 7*
- Draft RHNA Methodology Review by HCD
 - *Fall 2019*

Public Comments



- Comments on any of the options, components, factors or alternative options
- Written and verbal comments can be provided at today's public hearing
- Comments can also be submitted to housing@scag.ca.gov by Friday, September 13, 2019 11:59 pm
- SCAG staff will review all submitted comments and post them online

For more information:
www.scag.ca.gov/rhna
Email: housing@scag.ca.gov

www.scag.ca.gov



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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: September 3, 2019

Subject: Receive and File an Update on the City's Emergency Preparedness Efforts and Review of the City of Los Angeles Seismic Retrofit Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file an update from staff regarding the City's emergency preparedness efforts and resources available to the community to assist with personal emergency preparedness;
- b. Receive and file a presentation from staff regarding the City of Los Angeles wood frame soft-story retrofit program; and
- c. Provide direction as appropriate.

BACKGROUND:

1. On July 4, 2019, at approximately 10:33 a.m., a 6.4 magnitude earthquake with an epicenter near Ridgecrest, CA caused moderate shaking in the Los Angeles metropolitan area. No significant property damage or injuries were reported in the City of San Fernando.
2. On July 5, 2019, at approximately 8:19 p.m., a 7.1 magnitude earthquake with an epicenter near Ridgecrest, CA also caused moderate shaking in the Los Angeles metropolitan area. Again, no significant property damage or injuries were reported in the City of San Fernando.

ANALYSIS:

Two great tectonic plates, the Pacific Plate and North American Plate, converge in California, forming the San Andreas fault. These plates are constantly moving and friction between the two plates periodically cause earthquakes as the energy caused by the friction is released. Consequently, earthquakes are an inevitable and frequent occurrence in California.

Receive and File an Update on the City's Emergency Preparedness Efforts and Review of the City of Los Angeles Seismic Retrofit Program

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As a government entity, it is the City's responsibility to be prepared to respond to a significant earthquake event and provide information to community members to assist with their personal preparedness.

City Government Preparedness.

The City has an Emergency Operations Plan (EOP) that establishes an emergency management organization and tasks consistent with California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

The EOP provides for the integration and coordination of response and planning efforts both internally (i.e. between City Departments) as well as with the state, county, cities, and special districts within the City's Operational Area. The intent of the EOP is to facilitate emergency response and short-term recovery by providing a framework for response to all significant emergencies, regardless of the nature of the event.

The Plan is comprised of four major parts as follows:

- 1) **Basic Plan** – Overview of the City's emergency management program, Emergency Management Organization, and concept of emergency operations.
- 2) **General Procedures** – Emergency procedures to be implemented by employees at the time of a major emergency or disaster.
- 3) **Emergency Operations Center (EOC) Procedures & Annexes** – EOC procedures, annex and checklists for each major EOC function, and resource and contact lists.
- 4) **Contingency Plans** – Event-specific information and emergency instructions (e.g., Hazard Mitigation, Debris Management, etc.). The Contingency Plans are separate documents that may be implemented independent of the Plan and are incorporated into the Plan by reference.

The Police Department is currently working with all City Departments to update the existing EOP, which was last updated in 2012. In addition to the updating the EOP, the City has received grant funds to update the Hazard Mitigation Plan. Staff is working with a consultant to develop the updated Hazard Mitigation Plan.

Sound emergency plans carried out by knowledgeable and well-trained personnel can and will minimize losses from any disasters that may occur. To ensure that City personnel are adequately trained, all City staff have completed Incident Command System training and are ICS 100/SEMS/NIMS certified. Executive staff have also received intensive, four-day position specific training and received certificates in Essential Emergency Management Concepts.

Receive and File an Update on the City's Emergency Preparedness Efforts and Review of the City of Los Angeles Seismic Retrofit Program

Page 3 of 5

Police Department staff continues to be very involved in emergency preparedness, coordination, and training opportunities for the City's Operational Area and works with Executive Management to promote ongoing training opportunities for City staff.

Community Preparedness.

There are a number of resources available on the City's website that offer information on how to prepare for a disaster. Currently, information related to emergency preparedness is part of the Police Department's website:

<http://ci.san-fernando.ca.us/police-emergency-services-disasterstorm-preparedness/>

This site contains information related to:

- Fire and Evacuation Preparedness
- Storm and Heavy Rain Preparedness
- Disaster (Emergency) Preparedness
- Additional Resources, which includes important links to:
 - City of Los Angeles Emergency Management
 - Los Angeles Fire Department
 - American Red Cross
 - Federal Emergency Management Agency

The City is currently working on updating information on the website and will create an "Emergency Preparedness" page to make it easier for the Community to find and access.

In addition to the resources available on the City's website, the Los Angeles Fire Department provides a Community Emergency Response Team (CERT) program. The CERT program educates volunteers about disaster preparedness for the hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, which allows them to focus on more complex tasks. Through CERT, the capabilities to prepare for, respond to and recover from disasters is built and enhanced.

The next local CERT class is scheduled to begin on October 22, 2019, at the San Fernando Recreation Park. A CERT class for Spanish speaking residents started on August 27, 2019, in Sun Valley. Please refer to the Los Angeles Fire Department website for more information on future CERT classes.

City of Los Angeles Wood Frame Soft-Story Retrofit Program.

The City of Los Angeles established a program to reduce the risk of injury or loss of life that may result from the effects of earthquakes on wood frame soft-story buildings. A soft-story building is described as a structure that has a weaker first floor unable to carry the weight of the stories

Receive and File an Update on the City's Emergency Preparedness Efforts and Review of the City of Los Angeles Seismic Retrofit ProgramPage 4 of 5

above during an earthquake. The most common examples are existing wood frame buildings with soft, weak, or open-front walls containing garages, tuck-under parking or large windows, and existing non-ductile concrete buildings. In the 1994 Northridge Earthquake, damaged soft-story buildings caused instances of injuries and loss of life, in addition to property damage. In 2015, the City of Los Angeles passed an ordinance to establish mandatory standards for seismic retrofitting of existing wood-frame buildings and existing non-ductile concrete buildings.

Affected buildings include wood frame construction built before January 1, 1978 which contained ground floors with soft, weak or open wall lines. The program does not apply to residential buildings with three or less units. The City of Los Angeles identified more than 14,000 buildings that met the definition of a soft-story building. In order to implement the program, the City of Los Angeles allocated more than \$2.2 million dollars per year to create a soft-story retrofit unit within the Department of Building and Safety to perform special plan check and inspections.

The Los Angeles Retrofit Program notifies property owners of buildings that meet these criteria to comply with a timeline for retrofit. Within two years, property owners must submit plans to retrofit or demolish. Within three-and-a-half years, property owners must obtain permits to retrofit or demolish. Finally, within seven years, property owners must complete construction and obtain a certificate of compliance.

In an initial data gathering effort, City staff compiled a list of possible soft-story multi-family buildings in San Fernando based upon a windshield survey from 2011 to 2012. The list included a total of 75 possible multi-family residential buildings in San Fernando that could potentially benefit from seismic retrofitting. However a more refined list would require further analysis by staff.

BUDGET IMPACT:

There is minimal budget impact associated with receiving a report from staff regarding the City's emergency preparedness efforts. If the City Council directs staff to explore an earthquake retrofit program, more information regarding budget impact will be provided at a future meeting.

CONCLUSION:

It is recommended that the City Council receive and file a presentation from staff regarding the City's emergency preparedness efforts, the City of Los Angeles Earthquake Retrofit Program, and provide direction as appropriate.

Receive and File an Update on the City's Emergency Preparedness Efforts and Review of the City of Los Angeles Seismic Retrofit Program

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ATTACHMENT:

A. Information from the City of Los Angeles Wood Frame Soft-Story Retrofit Program

Attachment "A"
[Abridged]

WOOD FRAME SOFT-STORY RETROFIT PROGRAM

CACP Presentation

March 21, 2018

Soft-Story Retrofit Unit

City of Los Angeles

Department of Building and Safety



How Did This Program Start?

California, Health and Safety Code, HSC § 19160, 19161

- 19160 Effective 1/1/2006, **Encourage** cities and counties to address the seismic safety of soft-story residential buildings.....
- 19161 Effective 1/1/2007, Each city or county, **may assess** the earthquake hazard in its jurisdiction and identify buildings subject to its jurisdiction as being potentially hazardous to life in the event of an earthquake. Potentially hazardous buildings include the following:
 - *Wood-frame, multiunit residential buildings **constructed before January 1, 1978**, where the ground floor portion of the structure contains parking or other similar open floor space that causes soft, weak, or open-front wall lines, equivalent standards.....*

Effective 5/21/1998:

Ordinance 172,018 added Division 93 to the Los Angeles Building Code:

Voluntary Earthquake Hazard Reduction in Existing Wood Frame Residential Buildings with Soft, Weak, or Open Front Walls

What is a Soft-Story Building?

- Loosely speaking, a structure that has:

Weaker/Softer first floor

Inadequate to resist the lateral load of the stories above during an earthquake due to large openings on first floor, such as **garages, tuck-under parking, large windows, and/or large overhang / Cantilever**



Examples of Possible Soft-Story Buildings

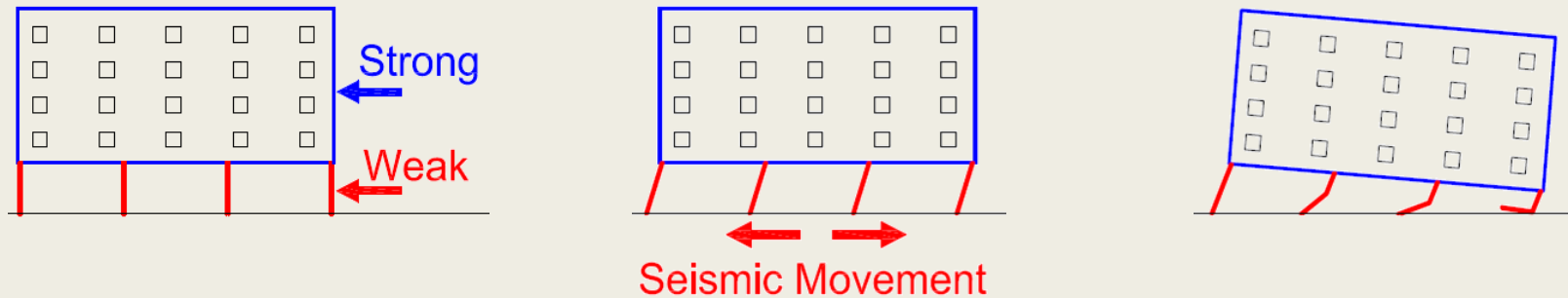






Why Retrofit?

Without proper strengthening, the soft-story floor becomes weak and may suffer structural damage or complete failure during and/or after an earthquake.



1994 Northridge Earthquake



1994 Northridge Earthquake



1994 Northridge Earthquake



How Can the City be Resilient?

Passed Ordinance 183,893 on **October 9, 2015** to mandate retrofit for these type of buildings which became effective November 22, 2015

ORDINANCE NO. 183893

An ordinance amending Divisions 93 and 95 of Article I of Chapter IX of the Los Angeles Municipal Code to establish mandatory standards for earthquake hazard reduction in existing wood-frame buildings with soft, weak, or open-front walls and existing non-ductile concrete buildings, and amending Sections 152.02, 152.04, 152.05 and 152.08 of Article 2 of Chapter XV of the Los Angeles Municipal Code to grant authority to the Rental Adjustment Commission to modify Tenant Habitability Program requirements for purposes of implementing seismic retrofit mandates.

Replaced LABC Chapter 93 (originally as voluntary work)

What is the Purpose?

MANDATORY EARTHQUAKE HAZARD REDUCTION IN EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

SEC. 91.9301. PURPOSE.

The purpose of this division is to promote public welfare and safety by reducing the risk of death or injury that may result from the effects of earthquakes on existing wood-frame multi-story buildings with soft, weak or open front walls. In the Northridge Earthquake, many multi-story wood-frame buildings with tuck-under parking performed poorly and collapsed, causing the loss of human life, personal injury and property damage. It has been determined that the structural vulnerability of this building type is typically due to soft, weak or open front walls. This division creates minimum standards to mitigate hazards from these deficiencies. Adherence to these minimum standards will improve the performance of these buildings during earthquakes and reduce, but not necessarily prevent, the loss of life, injury or earthquake-related damage.

Los Angeles Building Code Chapter 93, Titled as:

Mandatory Earthquake Hazard
Reduction In Existing Wood-
Frame Buildings with Soft,
Weak or Open Front Walls

Other Jurisdictions with Mandatory Soft-Story Retrofit Programs

- City of San Francisco
- City of West Hollywood
- City of Santa Monica
- Other Smaller Northern California Cities
 - *Fremont*
 - *Alameda*
 - *Berkeley*

Which Buildings are Affected?

- Buildings that meet the following criteria:
 - *Consist of 2 or more stories wood frame construction*
 - *Built under the building code standards enacted before January 1, 1978*
 - *Large opening(s) on the first floor or overhang*



What Buildings are Exempted?

Residential Buildings
with 3 units or less

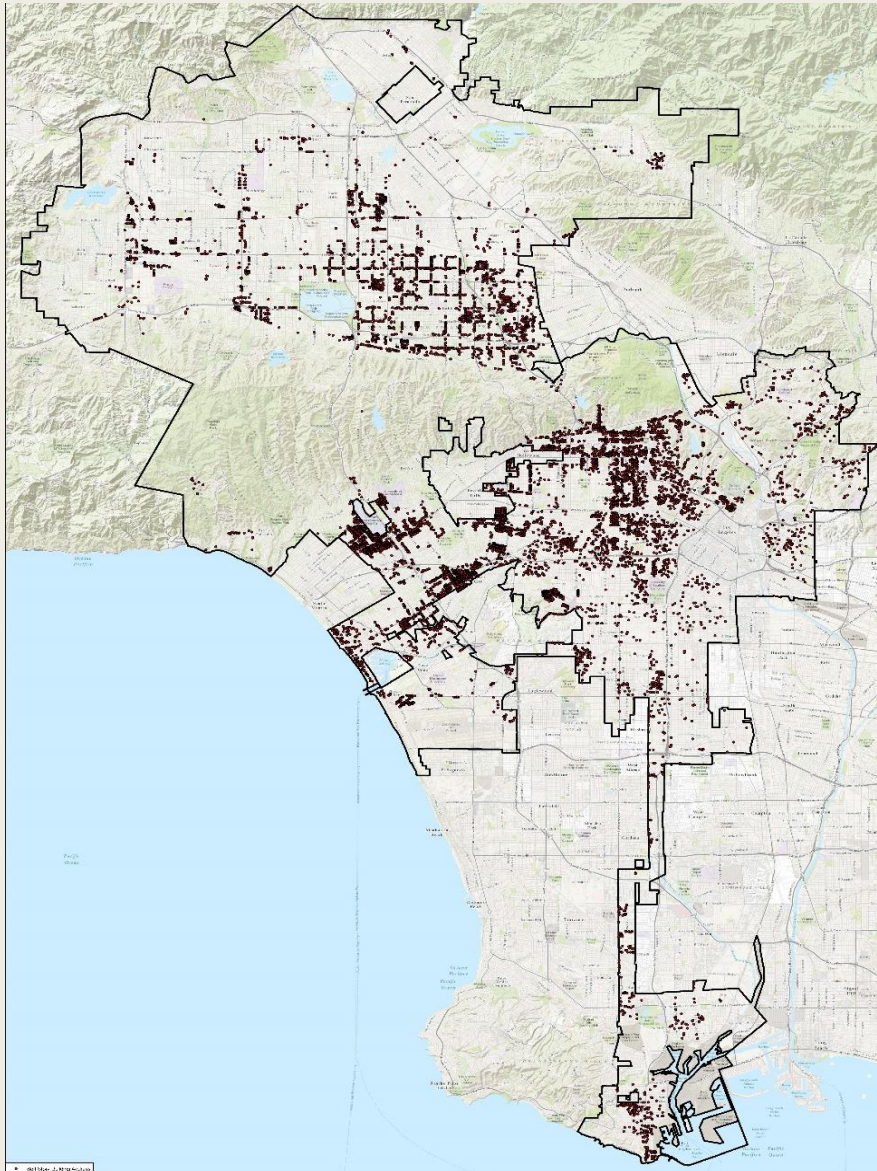


Buildings Designed with
Steel/Concrete Moment Frames,
Concrete Shear Walls or Masonry

Concrete at 1st level
(Concrete Podium)



How Many are There in LA City?



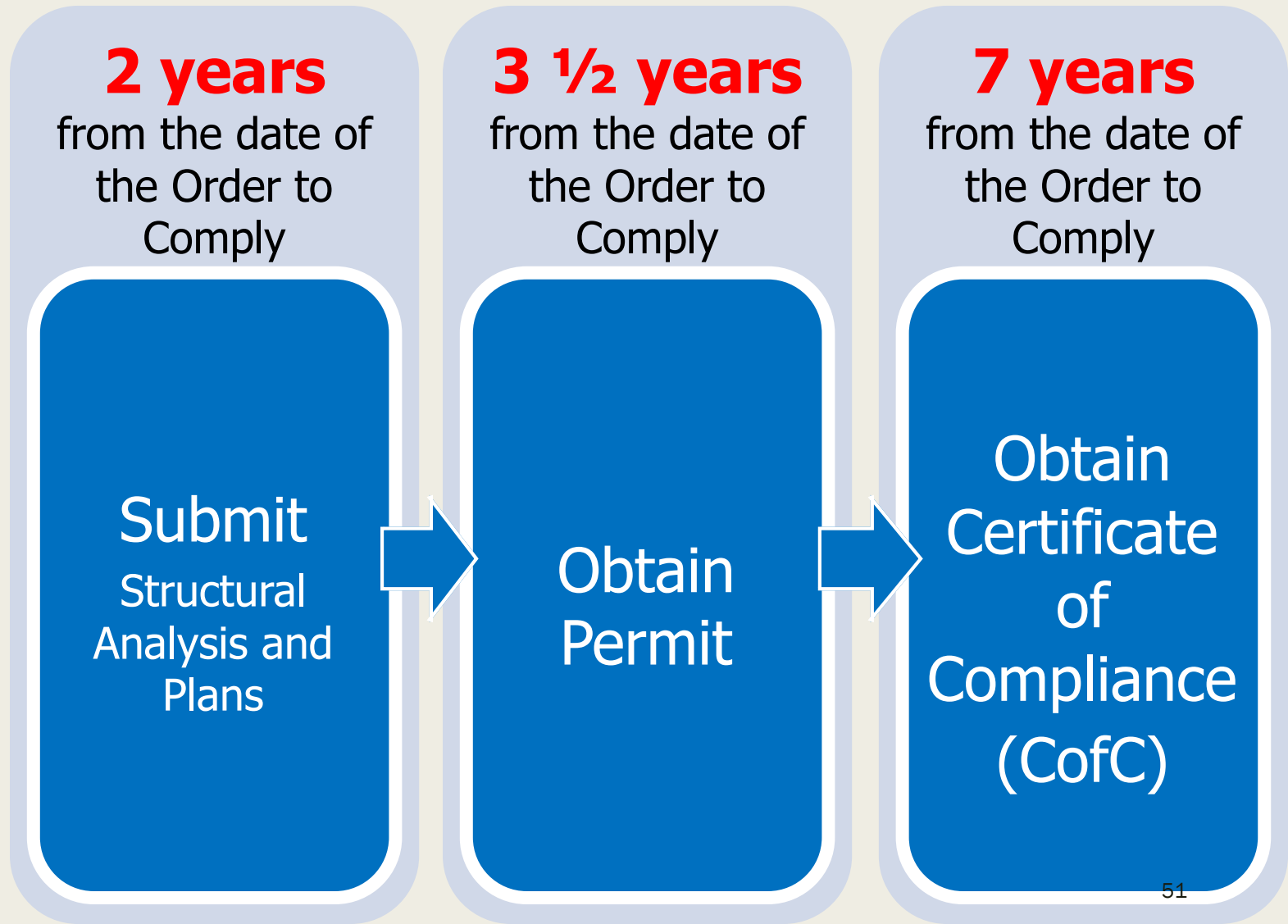
LADBS has identified
~ **14,900** buildings

- **22% \geq 3 stories**
- **13,550 apartments**
- **1,350 condos and commercial**
- **Over 170,000 affected families**

Los Angeles City Action Plan

- Sent out **Courtesy Notification** letters in early 2016 to all affected building owners
- Sent out **Order to Comply (OTC)** letters to all affected building owners
 - *From May 2016 thru Dec 2017*
 - *Approximately 23,000+ OTCs already sent out*
- **Certificate of Substandard Property lien** will be recorded against the property– this may have an adverse impact for owners to sale or refinance, if no action is taken!

How Soon Do Owners Have to Comply?



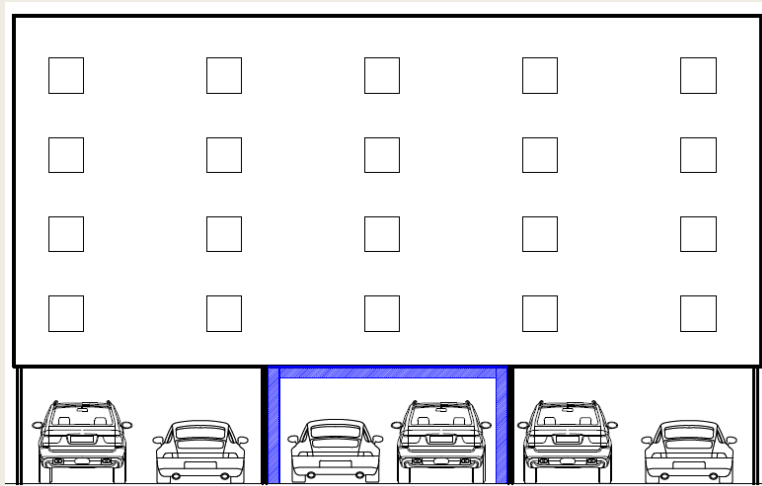
Consequences for Non-Compliance

- Will subject owner to non-compliance fee of \$660
- Additional penalties may be incurred if non-compliance fee not paid and still no action taken by owner
 - *Additional fees of \$2,330 or more plus interest*
 - *Possible jail time*

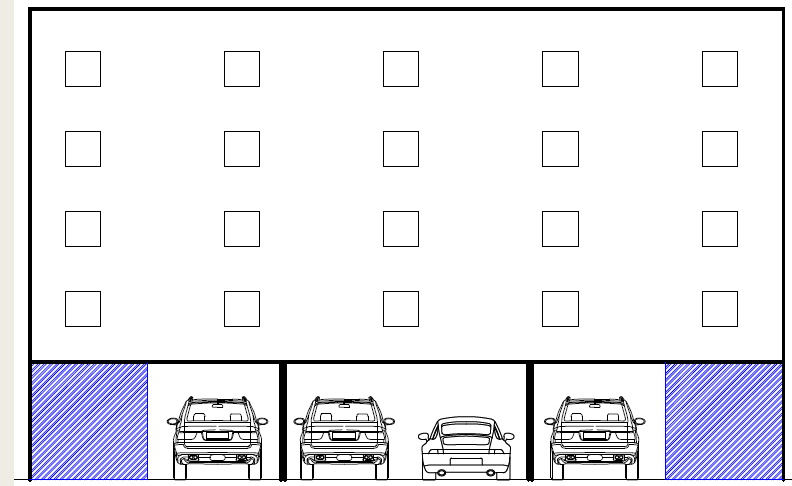
Current Status of Soft-Story Program as of March 5, 2018

- 30% of approximately 14,900 buildings have submitted plans for plan check review
- 12% of approximately 14,900 buildings have pulled permits for construction
- 5% of approximately 14,900 buildings have completed retrofit work and have been issued a Certificate of Compliance (CofC)

What are the Typical Strengthening Systems?



MOMENT FRAME *



SHEAR WALLS**

- * Custom design or use proprietary products
- ** Concrete or masonry walls are prohibited.
- ** May affect Tenant Habitability

Retrofit Under Construction



Retrofit Under Construction



Retrofit Under Construction



Completed Retrofit



Completed Retrofit



Completed Retrofit



What Are the Costs, Fees and Timelines?

- Average construction cost
 - \$30,000 - \$60,000
- Average building plan check and permit fees
 - \$1,100
- Average plan check turn around time
 - *1½ months*
- Average construction time:
 - *2 to 3 months*
- Average Engineer and Architect fee?
- ❖ The costs, fees and timelines shown above are for reference only. Actual values depend on individual site and building.

SOFT-STORY RETROFIT UNIT

201 N. FIGUEROA ST., SUITE 890

LOS ANGELES, CA 90012

(213) 482-SOFT (7638)

(213) 202-9924

SOFT-STORYRETROFIT@LACITY.ORG

LADBS.ORG/SOFT-STORY

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy T. Hou, Deputy City Manager/Director of Community Development

Date: September 3, 2019

Subject: Consideration to Adopt an Ordinance and Resolution to Create a Sidewalk Vending Program and Regulations in the City of San Fernando in Compliance with Senate Bill 946

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive full reading and adopt Ordinance No. 1688 (Attachment "A") by title, "An Ordinance of the City Council of the City of San Fernando, California, Repealing in Part and Amending in Part Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code to Create a Sidewalk Vending Program in Compliance with Senate Bill 946, and Amending Related Provisions of the San Fernando Municipal Code"; and
- b. Adopt Resolution No. 7942 (Attachment "B") to adopt regulations governing sidewalk vending in the City of San Fernando.

BACKGROUND:

1. On September 17, 2018, former Governor Brown signed Senate Bill 946 (SB 946) (Attachment "C") into law, which added Sections 51036 through 51039 to the Government Code. SB 946 served to decriminalize sidewalk vending and to limit local regulation of sidewalk vending to those expressly provided for in the bill or otherwise directly related to objective health, safety, or welfare concerns. Importantly, a violation of these regulations would be punishable only by an administrative fine as specified, pursuant to an ability-to-pay determination.
2. According to SB 946, Section 51036(a): "Sidewalk vendor" means a persons who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

Consideration to Adopt an Ordinance and Resolution to Create a Sidewalk Vending Program and Regulations in the City of San Fernando in Compliance with Senate Bill 946Page 2 of 4

3. Although the City does not currently regulate, “sidewalk vendors,” it does regulate, “peddlers and solicitors,” under Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code, which may include sidewalk vendors. Portions of the language in Chapter 58 do not comply with SB 946, which took effect on January 1, 2019.
4. The new program to regulate sidewalk vendors in San Fernando, by Ordinance No. 1688 and Resolution No. 7942 collectively, would adopt requirements regulating the time, place, and manner of sidewalk vending when directly related to objective health, safety, or welfare concerns, as authorized under and in compliance with SB 946.
5. On July 18, 2019, a public hearing notice was published in the print and online versions of the legal advertisement section of the *San Fernando Valley Sun Newspaper* (Attachment “D”) and posted at the two City Hall bulletins regarding the public hearing of August 5, 2019.
6. On August 5, 2019, the City Council held a duly noticed public hearing and introduced for first reading Ordinance No. 1688. In addition, the City Council provided direction to staff regarding clarifying edits to bring back at a future date on Ordinance No. 1688 and Resolution No. 7942 to create the Sidewalk Vending Program and the regulations governing sidewalk vending in the City of San Fernando, respectively. Redlined versions of both Ordinance No. 1688 (Attachment “E”) and Resolution No. 7942 (Attachment “F”) denote the clarifying edits to the original proposed language.

ANALYSIS:

As currently written, the City’s regulations on peddlers and solicitors, which were adopted in 1957 and amended in part in 2003, do not substantially comply with the provisions of SB 946 that took effect on January 1, 2019. The proposed Ordinance would amend Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code to authorize the establishment of sidewalk vendor regulations in compliance with the Government Code through City Council resolution. Additionally, the proposed Ordinance would amend Chapter 54 (Parks and Recreation) to reiterate the requirement for a sidewalk vending permit for vendors to make or kindle a fire, sell merchandise, or carry on business within a park or recreation center.

In summary, the proposed Ordinance would establish the following program details:

- Compliance with state legislation decriminalizing sidewalk vending and providing entrepreneurial and economic opportunities through regulated and permitted sidewalk vending.
- Regulations for sidewalk vending to protect the health, safety, and welfare of the residents of San Fernando in a manner consistent with state law.

Consideration to Adopt an Ordinance and Resolution to Create a Sidewalk Vending Program and Regulations in the City of San Fernando in Compliance with Senate Bill 946Page 3 of 4

- Requirement that no person shall engage in sidewalk vending without obtaining a sidewalk vending permit.
- Requirement for a sidewalk vending permit for vendors to make or kindle a fire or sell merchandise in a park.
- Additional sidewalk vending regulations as may be adopted by resolution of the City Council.

Accordingly, Resolution No. 7942 proposes further regulations governing sidewalk vending in detail. Based on City Council direction received during the public hearing on August 5, 2019, staff has incorporated clarifying edits to the regulations, with changes denoted below in underlined italics:

- Outlines application process for required sidewalk vending permit.
- Rules for permit expiration and renewal every 12 months.
- Establishes administrative citation fines and ability-to-pay determinations.
- Establishes operating requirements and restrictions:
 - No sidewalk vendor shall vend in the following locations:
 - within 15 feet of any street intersection,
 - within 15 feet of any fire hydrant or emergency facility (**changed from 10 feet*),
 - within 10 feet of any driveway,
 - any parkway lacking paved pathways for travel,
 - within 500 feet of a certified farmers' market, swap meet, or area designated for a temporary special permit, during the operating hours of such operation,
 - within 500 feet of a school site during school hours and not within one hour before or after school drop off and pick up,
 - in any City parking lot, and
 - on private property without authorization.
 - Sidewalk vendors cannot block or obstruct the free movement of pedestrians, bicycles or vehicles and must provide at least four feet clearance at all times.
 - Only permitted between 8:00 a.m. and 9:00 p.m. (**changed from 7:00 a.m. and 11:00 p.m.*).
 - In residential areas, only permitted between 8:00 a.m. and 6:00 p.m. on weekdays (**changed from 7:00 a.m. and 7:00 p.m.*), and between the hours of 9:00 a.m. and 5:00 p.m. on weekends and holidays (**changed from 6:00 p.m.*).
 - Stationary sidewalk vendors shall not sell in areas zoned exclusively residential.
 - Stationary sidewalk vendors shall not sell at any park where the City has signed an exclusive concessionaire agreement.
 - Litter receptacle and food, grease, or other fluid clean up requirements.
 - Vendors selling food in park areas shall provide complete coverage for flooring (e.g., rubber floor mat, tarp, or plywood sheet).
 - Food vendors require a valid Public Health Permit.

Consideration to Adopt an Ordinance and Resolution to Create a Sidewalk Vending Program and Regulations in the City of San Fernando in Compliance with Senate Bill 946Page 4 of 4

- Current liability insurance.

Environmental Determination.

The proposed Ordinance and Resolution are exempt from California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts, therefore no additional action under CEQA is required.

BUDGET IMPACT:

Approval of this Ordinance and Resolution do not have a direct fiscal impact on the City's General Fund budget. Sidewalk vendors will be required to pay the associated Business License and permit fees. Staff will return to the City Council at a future date to propose any further cost recovery regulatory fees pertaining to the implementation of the City's sidewalk vendor policies.

CONCLUSION:

Staff recommends that the City Council adopt Ordinance No. 1688 repealing in part and amending in part Chapter 58 (Peddlers and Solicitors) and amending related provisions of the San Fernando Municipal Code to create a sidewalk vending program, and adopt Resolution No. 7942 adopting regulations governing sidewalk vending in the City of San Fernando in compliance with Senate Bill 746.

ATTACHMENTS:

- A. Ordinance No. 1688
- B. Resolution No. 7942
- C. Senate Bill 746
- D. Notice of Public Hearing
- E. Redlined Version of Ordinance No. 1688
- F. Redlined Version of Resolution No. 7942

ATTACHMENT “A”**ORDINANCE NO. 1688**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, REPEALING IN PART AND
AMENDING IN PART CHAPTER 58 (PEDDLERS AND
SOLICITORS) OF THE SAN FERNANDO MUNICIPAL CODE TO
CREATE A SIDEWALK VENDING PROGRAM IN COMPLIANCE
WITH SENATE BILL 946, AND AMENDING RELATED
PROVISIONS OF THE SAN FERNANDO MUNICIPAL CODE**

WHEREAS, on September 17, 2018, Governor Brown signed Senate Bill No. 946 (“SB 946”), which added sections 51036 through 51039 to the Government Code; and

WHEREAS, SB 946 decriminalizes sidewalk vending and limits local regulation of sidewalk vending to those expressly provided for in the bill or are otherwise “directly related to objective health, safety, or welfare concerns”; and

WHEREAS, although the City of San Fernando (“City”) does not currently regulate “sidewalk vendors,” as that term is defined in SB 946, it does regulate “peddlers and solicitors” under Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code, which may include sidewalk vendors; and

WHEREAS, the City desires to repeal in part and amend in part Chapter 58 of the San Fernando Municipal Code to ensure compliance with SB 946, which took effect on January 1, 2019, and amend related provisions of the San Fernando Municipal Code; and

WHEREAS, while the City recognizes that sidewalk vending provides important entrepreneurial and economic opportunities, it finds it is in the interest of the public peace, health, and safety of City residents to regulate sidewalk vending; and

WHEREAS, the City Council desires to adopt licensing and permitting requirements for sidewalk vending to ensure orderly commerce, prevent dangerous and unnecessary obstructions in the public right-of-way, increase vendor accountability, and to make it easier to identify vendors out of compliance with the City’s sidewalk vending regulations and other federal, state, or local laws; and

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and

WHEREAS, the City Council finds that restrictions on sidewalk vending in public parks are necessary to protect the health, safety, and welfare of the public, and to ensure the public's use and enjoyment of natural resources and recreational opportunities; and

WHEREAS, the City Council adopts this Ordinance under the authority provided in SB 946 and finds that the regulations and requirements provided herein are directly related to the City's purpose of protecting the health, safety, and welfare of its residents.

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

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

SECTION 2. The term "peddler" as defined in Section 58-26 (Definitions) of Division 1 (Generally) of Article II (Peddlers) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended to read as follows:

Peddler shall mean any person, traveling by foot, automotive vehicle, or any other type of conveyance from place to place, house to house, or from street to street carrying, conveying, or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck, farm products, or prepared foods and offering and exposing the same for sale, or making sales and delivering articles to purchasers, or to any person who traveling from place to place, shall sell or offer for sale such merchandise from an automotive vehicle, or other vehicle or conveyance; or any person who solicits orders and as a separate transaction makes deliveries to purchaser. "Peddler" shall not include a person engaged in, conducting or carrying on the business of vending on a sidewalk, pursuant to a valid permit issued pursuant to Article III of Chapter 58 of this Code.

SECTION 3. Section 58-27 (Exemptions) of Division 1 (Generally) of Article II (Peddlers) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended by the addition of a new subdivision (6), which shall read as follows:

(6) Activities for which a permit is issued under Article III of Chapter 58 of this Code.

SECTION 4. Article III (Street Artists, Craftsmen and Streetside Food Purveyors and Flower Vendors) of Chapter 58 (Peddlers and Solicitors) is hereby amended in its entirety to read as follows:

ARTICLE III. - SIDEWALK VENDORS

Sec. 58.91 - Purpose.

It is the purpose and intent of this Article to comply with state legislation decriminalizing sidewalk vending and to provide important entrepreneurial and economic opportunities through regulated and permitted sidewalk vending. It is a further purpose and intent of this Article to regulate sidewalk vending to protect the health, safety, and welfare of the

residents of San Fernando in a manner consistent with state law. The provisions of this Article are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, county, or other law.

Sec. 58.92 - Required.

No person shall engage in sidewalk vending without first obtaining a sidewalk vending permit as specified under this Article and such license as may be required by this Code or other City ordinance.

Sec. 58.93 - Sidewalk Vending Regulations.

Sidewalk vendors shall be subject to such additional regulatory and permitting requirements as may be adopted by resolution of the City Council in order to protect the health, safety, and welfare of San Fernando residents.

[EDITOR'S NOTE: City Council Resolution No. 7942 was concurrently adopted with Ordinance no. 1688]

Secs. 58.94—58.160 - Reserved.

SECTION 5. Section 58-162 (Exemptions) of Division 1 (Generally) of Article IV (Ice Cream Vendors) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended by the addition of a new subdivision (3), which shall read as follows:

(3) Activities for which a permit is issued under Article III of Chapter 58 of this Code.

SECTION 6. The text of Article V (Food and Beverage Pushcart Vendors) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby repealed and deleted and Article V shall hereinafter be read as follows:

Article V – Reserved – No Text.

SECTION 7. Section 58-301 (Exemptions to Religious Solicitations) of Division 1 (Generally) of Article VI (Charitable and Religious Solicitations) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended to read as follows:

Sec. 58-301. - Exemptions to Religious Solicitations.

This article shall not apply to the following:

(1) Solicitations made solely for religious purposes except as contained in Section 58-296, Section 58-302, or in Division 3 of this Article. However, if it shall come to the attention of the administrative services officer that any solicitation has been or is being or intended to be made for religious purposes but in such manner as in the

opinion of the department is calculated to give or may give the impression to the person solicited in any such solicitation or to the public that the purpose of such solicitation is either in whole or in part charitable, the department, if in its opinion the public interest will be served thereby, shall investigate the matter of such solicitation and give publicity to its findings thereon in such manner as it may deem best to advise the public of the facts of the case.

(2) Activities for which a permit is issued under Article III of Chapter 58 of this Code.

SECTION 8. Section 54-4 (Fires) of Article I (In General) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code is hereby amended to read as follows:

No person shall make or kindle a fire in any park or recreation center, except in picnic stoves or barbecue pits provided for that purpose, or without first having obtained a sidewalk vending permit issued in accordance with Article III of Chapter 58 of this Code, or without prior authorization from the city council. 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 before council approval.

SECTION 9. Section 54-8 (Sale of Merchandise) of Article I (In General) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code is hereby amended to read as follows:

No person shall sell or offer for sale in any park or recreation center any merchandise, article or thing whatsoever, without first having obtained a sidewalk vending permit issued in accordance with Article III of Chapter 58 of this Code, or without prior authorization from the city council. 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 before council approval.

SECTION 10. Section 54-13 (Soliciting or Carrying on Business) of Article I (In General) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code is hereby amended to read as follows:

No person shall practice, carry on, conduct or solicit for any trade, occupation, business or profession in any park or recreation center, without first having obtained a sidewalk vending permit issued in accordance with Article III of Chapter 58 of this Code, or without prior authorization from the city council. 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 before council approval.

SECTION 11. Environmental. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

SECTION 12. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto that conflicts with the provision of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 13. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 14. Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective no sooner than thirty (30) days after adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on _____ day of _____, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Ordinance No. ____ was passed and adopted by the City Council at its regular meeting duly held on the ____ day of _____ 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT “B”**RESOLUTION NO. 7942****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, ADOPTING REGULATIONS
GOVERNING SIDEWALK VENDING IN THE CITY OF SAN
FERNANDO**

WHEREAS, on September 17, 2018, Governor Brown signed Senate Bill No. 946 (“SB 946”), which added sections 51036 through 51039 to the Government Code and took effect on January 1, 2019; and

WHEREAS, SB 946 decriminalized sidewalk vending and limits local regulation of sidewalk vending to those expressly provided for in the bill or are otherwise “directly related to objective health, safety, or welfare concerns”; and

WHEREAS, SB 946 only applies to sidewalk vending in public rights-of-way, and private rights-of-way are still subject to private and local control; and

WHEREAS, the City Council adopted Ordinance No. _____ on _____, 2019 to amend provisions of the San Fernando Municipal Code and to implement licensing and permitting requirements for sidewalk vending; and

WHEREAS, Section 58.93 (Sidewalk Vending Regulations) of Article III (Sidewalk Vendors) of the San Fernando Municipal Code, as amended by Ordinance No. _____, provides for the City’s establishment of sidewalk vending regulations by City Council resolution in order to protect the health, safety, and welfare of the City’s residents; and

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and

WHEREAS, the City Council finds that restrictions on sidewalk vending in public parks are necessary to protect the health, safety, and welfare of the public, and to ensure the public’s use and enjoyment of natural resources and recreational opportunities; and

WHEREAS, the City Council finds that the local regulations for sidewalk vendors set forth in this Resolution are necessary to protect the public peace, health, and safety of sidewalk vendors and the general public, ensure orderly commerce, and prevent dangerous and unnecessary obstructions in the public right-of-way.

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

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct.

SECTION 2. The City Council hereby adopts the following regulations related to sidewalk vending in the City of San Fernando:

A. Definitions.

1. "Certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agriculture Code and any regulations adopted pursuant to that chapter.
2. "Director" means the Director of Community Development, or his or her designee.
3. "Food" means an edible substance or beverage.
4. "Merchandise" means any goods or other items which are not food.
5. "Person" means one or more individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.
6. "Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.
7. "Sell" or "Selling" means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.
8. "Sidewalk" means any surface in the public right-of-way intended for use by pedestrians.
9. "Sidewalk vendor" means a person who sells from a vending cart or from one's person, upon a public sidewalk, parkway, pedestrian path, or other public right-of-way available to pedestrians.
10. "Stationary sidewalk vendor" means any sidewalk vendor who vends from a fixed location for a period of thirty (30) minutes or longer.

11. “Swap meet” means a location operated in accordance with Article IV (Swap Meets) of Chapter 66 of the San Fernando Municipal Code, and any regulations adopted pursuant to that article.
12. “Temporary special permit” means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or other public area, including but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, outdoor concerts, festivals, carnivals, and street fairs.
13. “Vending cart” means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for selling, whether mobile or stationary, that is not a vehicle as defined in the California Vehicle Code.

B. Sidewalk Vending Permits.

1. Permit required. No person shall conduct or engage in sidewalk vending within the City without first obtaining a sidewalk vending permit pursuant to this Section B.
2. Application for permit; fee.
 - a. To apply for a sidewalk vending permit, a person must file an application with the Director or designee, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:
 - i. The legal name, current mailing address and telephone number of the applicant;
 - ii. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
 - iii. A copy of a California’s driver’s license or identification number, an individual taxpayer identification number, or a social security number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order;
 - iv. A copy of a valid California Department of Tax and Fee Administration seller’s permit, as required;

- v. A description, map, or drawing of the areas in which the applicant proposes to operate;
- vi. A description of the food and/or merchandise to be offered for sale and any vending equipment to be used (including the dimensions of carts or other conveyances);
- vii. If a vendor of food, proof of all required approvals from the Los Angeles County Department of Public Health;
- viii. The results of a fingerprinting background check using a form furnished by the City;
- ix. The hours per day and the days per week during which the applicant proposes to operate, and whether the applicant intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor;
- x. Proof of a policy or policies of comprehensive general liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limit coverage and two million dollars (\$2,000,000) in the aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the applicant, with an endorsement naming the City as an additional insured. In addition, to the extent required, the applicant shall carry workers' compensation sufficient to meet requirements of the State of California;
- xi. An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, for any damage or injury caused to the City as a result of the sidewalk vending conduct or activity;
- xii. Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief;
- xiii. Any other reasonable information regarding the time, place, and manner of the proposed vending.

C. Criteria for Approval or Denial of Permit.

- 1. The Director, or his or her designee, shall approve the issuance of a permit unless he or she determines that:
 - a. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;

- b. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents; or
 - c. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in Section H of these regulations.
 - d. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of these regulations.
2. If the permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

D. Permit Expiration and Renewal. A sidewalk vending permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of his or her active sidewalk vending permit.

E. Permit Rescission. The Director may rescind a permit issued to a sidewalk vendor for a fourth violation or subsequent violations of these regulations. Notice of the hearing for rescission of a permit shall be given in writing, setting forth specifically the grounds of complaint and the time and place of the hearing. Such notice shall be mailed, postage prepaid, to the permittee at his last known address at least five (5) days prior to the date set for the hearing. A sidewalk vendor whose permit is rescinded may apply for a new sidewalk vending permit upon the expiration of the term of the rescinded permit.

F. Appeals. Any person aggrieved by the decision of the Director to issue, deny issuance, or rescind a sidewalk vending permit may appeal the decision to the City Manager. The appeal shall be filed with the City Manager within fourteen (14) days following the date of the Director's decision. Such appeal shall be taken by filing with the City Manager, within fourteen (14) days after denial under Section C of these regulations or after notice of action to deny the permit or rescind the permit has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The City Manager shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given to the appellant in the same manner as provided in Section E of these regulations for notice of hearing on the rescission of a permit. Such appeal shall be heard and decided by the City Manager within thirty (30) days from the date such appeal was filed unless such time limit is extended, with the written consent of the appellant. The decision and order of the City Manager on such appeal shall be final and conclusive.

G. Permit Nontransferable. No permit issued under Section B of these regulations shall be used at any time by any person other than the one to whom it was issued.

H. Operating Requirements and Restrictions.

1. No sidewalk vendor shall vend in the following locations:
 - a. Within fifteen (15) feet of any street intersection;
 - b. Within fifteen (15) feet of any fire hydrant, fire call box, or other emergency facility;
 - c. Within ten (10) feet of any driveway or driveway apron;
 - d. Upon or within any parkway or landscaped areas lacking paved pathways for travel;
 - e. Within five hundred (500) feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;
 - f. Within five hundred (500) feet of a public or private school site during school hours, and not within one hour before or one hour after school drop off and pick up operations;
 - g. In any City parking lot;
 - h. On private property without the notarized written authorization of the property owner or other lawful occupant. Upon request of City Community Preservation Officers or City Police Officers, sidewalk vendors vending on private property must immediately produce such written authorization from the property owner or other lawful occupant.
2. No sidewalk vendor shall sell in a manner that blocks or obstructs the free movement of pedestrians, bicycles, or vehicles. Sidewalk vendors must at all times provide a clearance of not less than four (4) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices;
3. Sidewalk vending is only permitted between the hours of 8:00 a.m. and 9:00 p.m., daily, except as follows:
 - a. In residential areas, sidewalk vending shall only be permitted between the hours of 8:00 a.m. and 6:00 p.m. on weekdays and between the hours of 9:00 a.m. and 5:00 p.m. on weekends and holidays.
 - b. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.

- c. In park areas, sidewalk vending shall be permitted only during hours open to the public.
4. Stationary sidewalk vendors shall not sell in areas that are zoned exclusively residential.
5. Stationary sidewalk vendors shall not sell at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.
6. A stationary sidewalk vendor shall maintain a clearly designated litter receptacle in the immediate vicinity, marked with a sign requesting use by patrons. The litter receptacle must be large enough to accommodate customer litter without resort to existing litter receptacles located on any block for use by the general public. The vendor's litter receptacle may not be left on the sidewalk upon leaving any vending location. The vendor shall not empty its litter receptacle into a City refuse container.
7. A roaming sidewalk vendor selling from a vending cart shall maintain a litter receptacle attached to the vending cart large enough to accommodate customer litter without resort to existing litter receptacles located on any block for use by the general public and marked with a sign requesting use by patrons. The vendor shall not empty its litter receptacle into a City refuse container.
8. Sidewalk vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a fifteen (15) foot radius of the vending location. Sidewalk vendors shall not throw, deposit, or leave, or permit to be thrown, deposited, or left, any trash, food, or other discarded or abandoned objects, in or upon any street, sidewalk, path, gutter, storm drain, inlet, catch basin, or other drainage structure, or upon any public or private lot of land in the City, so that the same might be or become a pollutant.
9. Sidewalk vendors shall immediately clean up any food, grease, or other fluid or item related to sidewalk vending activities that falls on public property.
10. In order to protect the health, safety, and welfare of the public, and to ensure the public's use and enjoyment of natural resources and recreational opportunities, sidewalk vendors selling food in park areas shall provide complete coverage for flooring. The entire area where food is made and served shall be covered with a rubber floor mat, tarp, or plywood sheet.

11. Sidewalk vendors selling food shall possess and display in plain view on the vending cart a valid Public Health Permit from the Los Angeles County Department of Public Health.
12. Sidewalk vendors shall possess at all times while selling, a valid sidewalk vendor permit issued pursuant to these regulations, as well as any other permit or license required by the City and any other appropriate governmental agency.
13. Sidewalk vendors shall possess at all times while selling, current liability insurance pursuant to Section B.2.a.x of these regulations.
14. Sidewalk vendors shall comply with all applicable state and local laws, as amended from time to time, including without limitation, Article II (Noise) of Chapter 34 of the San Fernando Municipal Code, Division I of Title 11 (County Health Code) and Division I of Title 8 (Public Health Licenses) of the Los Angeles County Code, state food labeling and preparation requirements, fire codes and regulations, and the Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards (both state and federal).
15. Vending carts shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way. No vending cart shall become a permanent fixture on any site or be considered an improvement to real property.
16. Sidewalk vendors shall not leave their vending carts or vending equipment unattended or stored or maintained on any part of the sidewalk, public property or public right of way after vending has ceased for the day. Any vending carts or vending equipment left overnight in public spaces or in any portion of the public right-of-way, including sidewalks or other paved pedestrian paths, shall be considered discarded and may be seized or disposed of by the City.
17. Vending carts shall not be placed on any public property other than a sidewalk.

I. Administrative Citations.

1. Every person vending without a sidewalk vending permit is guilty of a violation punishable by an administrative citation in an amount not to exceed:
 - a. Two hundred twenty dollars (\$220.00) for a first violation; and
 - b. Four hundred ninety-five dollars (\$495.00) for a second violation within one year of the first violation; and
 - c. Eight hundred twenty-five dollars (\$825.00) for each additional violation within one year of the first violation.

2. Every person violating any other provision of these regulations is subject to an administrative citation not to exceed:
 - a. One hundred dollars (\$100.00) for a first violation; or
 - b. Two hundred dollars (\$200.00) for a second violation within one year of the first violation; or
 - c. Five hundred dollars (\$500.00) for each additional violation within one year of the first violation.
3. Failure to pay an administrative citation is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the vehicle used for vending purposes.
4. A violation of these regulations constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under these regulations.

J. Ability-to-Pay Determinations.

1. Any fine issued under Section I of these regulations shall be accompanied with a notice of and instructions regarding the right to request an ability-to-pay determination.
2. A person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.
3. If the requestor is receiving public benefits under subdivision (a) or (b) of Government Code Section 68632, the administrative fine shall be reduced to 20 percent of the original amount imposed. The City may also take the following actions:
 - a. Allow the person to complete community service in lieu of paying the total administrative fine; or
 - b. Offer an alternative disposition; or
 - c. Waive the administrative fine.

SECTION 3. This Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed

actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the City's book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on _____ day of _____, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SAN FERNANDO)

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Resolution No. ____ was passed and adopted by the City Council at its regular meeting duly held on the ____ day of _____ 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk



SB-946 Sidewalk vendors. (2017-2018)

SHARE THIS:



Date Published: 09/17/2018 09:00 PM

Senate Bill No. 946

CHAPTER 459

An act to add Chapter 6.2 (commencing with Section 51036) to Part 1 of Division 1 of Title 5 of the Government Code, relating to sidewalk vendors.

[Approved by Governor September 17, 2018. Filed with Secretary of State September 17, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 946, Lara. Sidewalk vendors.

Existing law authorizes a local authority, by ordinance or resolution, to adopt requirements for the public safety regulating any type of vending and the time, place, and manner of vending from a vehicle upon a street.

This bill would prohibit a local authority, as defined, from regulating sidewalk vendors, except in accordance with the provisions of the bill. The bill would provide that a local authority is not required to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the provisions of the bill. The bill would apply these provisions to a chartered or general law city, county, or city and county.

The bill would require a local authority that elects to adopt a sidewalk vending program to, among other things, not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns, and not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified. The bill would authorize a local authority to, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending, as specified, if the requirements are directly related to objective health, safety, or welfare concerns. The bill would also authorize a local authority to prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market and a permitted swap meet, as specified, and to restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, as specified. A violation would be punishable only by an administrative fine, as specified, pursuant to an ability-to-pay determination, and proceeds would be deposited in the treasury of the local authority.

The bill would require the dismissal of any criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors that have not reached final judgment. The bill would also authorize a person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, as specified, to petition for dismissal of the sentence, fine, or conviction.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. (a) The Legislature finds and declares all of the following:

- (1) Sidewalk vending provides important entrepreneurship and economic development opportunities to low-income and immigrant communities.
- (2) Sidewalk vending increases access to desired goods, such as culturally significant food and merchandise.
- (3) Sidewalk vending contributes to a safe and dynamic public space.
- (4) The safety and welfare of the general public is promoted by encouraging local authorities to support and properly regulate sidewalk vending.
- (5) The safety and welfare of the general public is promoted by prohibiting criminal penalties for violations of sidewalk vending ordinances and regulations.

(6) This act applies to any city, county, or city and county, including a charter city. The criminalization of small business entrepreneurs, and the challenges that those entrepreneurs face as a result of a criminal record, are matters of statewide concern. Further, unnecessary barriers have been erected blocking aspiring entrepreneurs from accessing the formal economy, harming California's economy in the process, and disrupting the regulation of business, which is a matter of statewide concern. Moreover, California has an interest in the regulation of traffic, a matter of statewide concern, whether in ensuring the appropriate flow of traffic or in ensuring the safety of pedestrians on the road or the sidewalk.

(b) It is the intent of the Legislature to promote entrepreneurship and support immigrant and low-income communities.

SEC. 2. Chapter 6.2 (commencing with Section 51036) is added to Part 1 of Division 1 of Title 5 of the Government Code, to read:

CHAPTER 6.2. Sidewalk Vendors

51036. For purposes of this chapter, the following definitions apply:

(a) "Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

(b) "Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

(c) "Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location.

(d) "Local authority" means a chartered or general law city, county, or city and county.

51037. (a) A local authority shall not regulate sidewalk vendors except in accordance with Sections 51038 and 51039.

(b) Nothing in this chapter shall be construed to affect the applicability of Part 7 (commencing with Section 113700) of Division 104 of the Health and Safety Code to a sidewalk vendor who sells food.

(c) Nothing in this chapter shall be construed to require a local authority to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the requirements in this chapter.

51038. (a) A local authority may adopt a program to regulate sidewalk vendors in compliance with this section.

(b) A local authority's sidewalk vending program shall comply with all of the following standards:

(1) A local authority shall not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns.

(2) (A) A local authority shall not prohibit a sidewalk vendor from selling food or merchandise in a park owned or operated by the local authority, except the local authority may prohibit stationary sidewalk vendors from vending in the park only if the operator of the park has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire.

(B) Notwithstanding subparagraph (A), a local authority may adopt additional requirements regulating the time, place, and manner of sidewalk vending in a park owned or operated by the local authority if the requirements are any of the following:

(i) Directly related to objective health, safety, or welfare concerns.

(ii) Necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities.

(iii) Necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park.

(3) A local authority shall not require a sidewalk vendor to first obtain the consent or approval of any nongovernmental entity or individual before he or she can sell food or merchandise.

(4) (A) A local authority shall not restrict sidewalk vendors to operate only in a designated neighborhood or area, except when that restriction is directly related to objective health, safety, or welfare concerns.

(B) Notwithstanding subparagraph (A), a local authority may prohibit stationary sidewalk vendors in areas that are zoned exclusively residential, but shall not prohibit roaming sidewalk vendors.

(5) A local authority shall not restrict the overall number of sidewalk vendors permitted to operate within the jurisdiction of the local authority, unless the restriction is directly related to objective health, safety, or welfare concerns.

(c) A local authority may, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending if the requirements are directly related to objective health, safety, or welfare concerns, including, but not limited to, any of the following:

(1) Limitations on hours of operation that are not unduly restrictive. In nonresidential areas, any limitations on the hours of operation for sidewalk vending shall not be more restrictive than any limitations on hours of operation imposed on other businesses or uses on the same street.

(2) Requirements to maintain sanitary conditions.

(3) Requirements necessary to ensure compliance with the federal Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards.

(4) Requiring the sidewalk vendor to obtain from the local authority a permit for sidewalk vending or a valid business license, provided that the local authority issuing the permit or business license accepts a California driver's license or identification number, an individual taxpayer

identification number, or a municipal identification number in lieu of a social security number if the local authority otherwise requires a social security number for the issuance of a permit or business license, and that the number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.

(5) Requiring the sidewalk vendor to possess a valid California Department of Tax and Fee Administration seller's permit.

(6) Requiring additional licenses from other state or local agencies to the extent required by law.

(7) Requiring compliance with other generally applicable laws.

(8) Requiring a sidewalk vendor to submit information on his or her operations, including, but not limited to, any of the following:

(A) The name and current mailing address of the sidewalk vendor.

(B) A description of the merchandise offered for sale or exchange.

(C) A certification by the vendor that to his or her knowledge and belief, the information contained on the form is true.

(D) The California seller's permit number (California Department of Tax and Fee Administration sales tax number), if any, of the sidewalk vendor.

(E) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal.

(d) Notwithstanding subdivision (b), a local authority may do both of the following:

(1) Prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market or a permitted swap meet during the limited operating hours of that certified farmers' market or swap meet. A "certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter. A "swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

(2) Restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the local authority's temporary special permit are also provided to any sidewalk vendors specifically permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the local authority for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts. A prohibition of sidewalk vendors pursuant to this paragraph shall only be effective for the limited duration of the temporary special permit.

(e) For purposes of this section, perceived community animus or economic competition does not constitute an objective health, safety, or welfare concern.

51039. (a) (1) A violation of a local authority's sidewalk vending program that complies with Section 51038 is punishable only by the following:

(A) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.

(B) An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one year of the first violation.

(C) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

(2) A local authority may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.

(3) (A) If a local authority requires a sidewalk vendor to obtain a sidewalk vending permit from the local authority, vending without a sidewalk vending permit may be punishable by the following in lieu of the administrative fines set forth in paragraph (1):

(i) An administrative fine not exceeding two hundred fifty dollars (\$250) for a first violation.

(ii) An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.

(iii) An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one year of the first violation.

(B) Upon proof of a valid permit issued by the local authority, the administrative fines set forth in this paragraph shall be reduced to the administrative fines set forth in paragraph (1), respectively.

(b) The proceeds of an administrative fine assessed pursuant to subdivision (a) shall be deposited in the treasury of the local authority.

(c) Failure to pay an administrative fine pursuant to subdivision (a) shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized in subdivision (a) shall not be assessed.

(d) (1) A violation of a local authority's sidewalk vending program that complies with Section 51038, or a violation of any rules or regulations adopted prior to January 1, 2019, that regulate or prohibit sidewalk vendors in the jurisdiction of a local authority, shall not be punishable as an infraction or misdemeanor, and the person alleged to have violated any of those provisions shall not be subject to arrest except when permitted under law.

(2) Notwithstanding any other law, paragraph (1) shall apply to all pending criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors. Any of those criminal prosecutions that have not reached final judgment shall be dismissed.

(e) A local authority that has not adopted rules or regulations by ordinance or resolution that comply with Section 51037 shall not cite, fine, or prosecute a sidewalk vendor for a violation of any rule or regulation that is inconsistent with the standards described in subdivision (b) Section 51038.

(f) (1) When assessing an administrative fine pursuant to subdivision (a), the adjudicator shall take into consideration the person's ability to pay the fine. The local authority shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

(2) If the person meets the criteria described in subdivision (a) or (b) of Section 68632, the local authority shall accept, in full satisfaction, 20 percent of the administrative fine imposed pursuant to subdivision (a).

(3) The local authority may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

(g) (1) A person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, whether by trial or by open or negotiated plea, who would not have been guilty of that offense under the act that added this section had that act been in effect at the time of the offense, may petition for dismissal of the sentence, fine, or conviction before the trial court that entered the judgment of conviction in his or her case.

(2) Upon receiving a petition under paragraph (1), the court shall presume the petitioner satisfies the criteria in paragraph (1) unless the party opposing the petition proves by clear and convincing evidence that the petitioner does not satisfy the criteria. If the petitioner satisfies the criteria in paragraph (1), the court shall grant the petition to dismiss the sentence or fine, if applicable, and dismiss and seal the conviction, because the sentence, fine, and conviction are legally invalid.

(3) Unless requested by the petitioner, no hearing is necessary to grant or deny a petition filed under paragraph (1).

(4) If the court that originally sentenced or imposed a fine on the petitioner is not available, the presiding judge shall designate another judge to rule on the petition.

(5) Nothing in this subdivision is intended to diminish or abrogate any rights or remedies otherwise available to the petitioner.

(6) Nothing in this subdivision or related provisions is intended to diminish or abrogate the finality of judgments in any case not falling within the purview of this chapter.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 51038 to the Government Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The Legislature finds and declares that in order to protect the privacy of a sidewalk vendor with regard to his or her California driver's license or identification number, individual taxpayer identification number, or municipal identification number, when that number is collected in lieu of a social security number for purposes of the issuance of a permit or business license, it is necessary that the sidewalk vendor's number be confidential, except as provided in this act.



**NOTICE OF A
PUBLIC HEARING**
THE CITY OF SAN FERNANDO CITY COUNCIL

NOTICE IS HEREBY GIVEN that a public hearing on this matter will be conducted by the City of San Fernando City Council on:

DATE OF HEARING: August 5, 2019

TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall Council Chambers, 117 Macneil Street, San Fernando, CA 91340

PROJECT LOCATION: Citywide

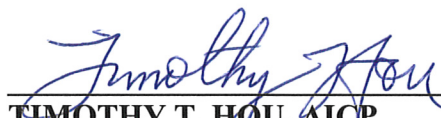
FOR THE FOLLOWING PURPOSE:

First reading and introduction of Ordinance No. 1688 repealing in part and amending in part Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code to create a Sidewalk Vending Program in compliance with Senate Bill 946, and approval of a Resolution adopting regulations governing sidewalk vending in the City of San Fernando.

This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

Interested members of the public are encouraged to attend the City Council hearing on this matter to provide public comment and/or to raise any objections to matters being considered for approval. Public comment (including objections) may be given orally on the date of the hearing or may be submitted in writing delivered to the City of San Fernando by or before the close of the public comment portion of the public hearing. Persons who may wish to challenge the action taken on this matter in court may be limited to raising only those issues you or someone else raised either orally at the public hearing or in written correspondence submitted by or before the close of the public hearing.

For further information regarding this proposal, please contact Timothy T. Hou, Director of Community Development, at (818) 898-7316, by email at thou@sfcity.org or by written correspondence to: City of San Fernando, Community Development Department, 117 Macneil Street, San Fernando, CA 91340-2993.



TIMOTHY T. HOU, AICP
Director of Community Development

ATTACHMENT “E”

ORDINANCE NO. 1688

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, REPEALING IN PART AND AMENDING IN PART CHAPTER 58 (PEDDLERS AND SOLICITORS) OF THE SAN FERNANDO MUNICIPAL CODE TO CREATE A SIDEWALK VENDING PROGRAM IN COMPLIANCE WITH SENATE BILL 946, AND AMENDING RELATED PROVISIONS OF THE SAN FERNANDO MUNICIPAL CODE

WHEREAS, on September 17, 2018, Governor Brown signed Senate Bill No. 946 (“SB 946”), which added sections 51036 through 51039 to the Government Code; and

WHEREAS, SB 946 decriminalizes sidewalk vending and limits local regulation of sidewalk vending to those expressly provided for in the bill or are otherwise “directly related to objective health, safety, or welfare concerns”; and

WHEREAS, although the City of San Fernando (“City”) does not currently regulate “sidewalk vendors,” as that term is defined in SB 946, it does regulate “peddlers and solicitors” under Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code, which may include sidewalk vendors; and

WHEREAS, the City desires to repeal in part and amend in part Chapter 58 of the San Fernando Municipal Code to ensure compliance with SB 946, which took effect on January 1, 2019, and amend related provisions of the San Fernando Municipal Code; and

WHEREAS, while the City recognizes that sidewalk vending provides important entrepreneurial and economic opportunities, it finds it is in the interest of the public peace, health, and safety of City residents to regulate sidewalk vending; and

WHEREAS, the City Council desires to adopt licensing and permitting requirements for sidewalk vending to ensure orderly commerce, prevent dangerous and unnecessary obstructions in the public right-of-way, increase vendor accountability, and to make it easier to identify vendors out of compliance with the City’s sidewalk vending regulations and other federal, state, or local laws; and

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or

debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and

WHEREAS, the City Council finds that restrictions on sidewalk vending in public parks are necessary to protect the health, safety, and welfare of the public, and to ensure the public's use and enjoyment of natural resources and recreational opportunities; and

WHEREAS, the City Council adopts this Ordinance under the authority provided in SB 946 and finds that the regulations and requirements provided herein are directly related to the City's purpose of protecting the health, safety, and welfare of its residents.

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

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

SECTION 2. The term "peddler" as defined in Section 58-26 (Definitions) of Division 1 (Generally) of Article II (Peddlers) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended to read as follows:

Peddler shall mean any person, traveling by foot, automotive vehicle, or any other type of conveyance from place to place, house to house, or from street to street carrying, conveying, or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck, farm products, or prepared foods and offering and exposing the same for sale, or making sales and delivering articles to purchasers, or to any person who traveling from place to place, shall sell or offer for sale such merchandise from an automotive vehicle, or other vehicle or conveyance; or any person who solicits orders and as a separate transaction makes deliveries to purchaser. "Peddler" shall not include a person engaged in, conducting or carrying on the business of vending on a sidewalk, pursuant to a valid permit issued pursuant to Article III of Chapter 58 of this Code.

SECTION 3. Section 58-27 (Exemptions) of Division 1 (Generally) of Article II (Peddlers) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended by the addition of a new subdivision (6), which shall read as follows:

(6) Activities for which a permit is issued under Article III of Chapter 58 of this Code.

SECTION 4. Article III (Street Artists, Craftsmen and Streetside Food Purveyors and Flower Vendors) of Chapter 58 (Peddlers and Solicitors) is hereby amended in its entirety to read as follows:

ARTICLE III. - SIDEWALK VENDORS

Sec. 58.91 - Purpose.

It is the purpose and intent of this Article to comply with state legislation decriminalizing sidewalk vending and to provide important entrepreneurial and economic opportunities through regulated and permitted sidewalk vending. It is a further purpose and intent of this Article to regulate sidewalk vending to protect the health, safety, and welfare of the residents of San Fernando in a manner consistent with state law. The provisions of this Article are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, county, or other law.

Sec. 58.92 - Required.

No person shall engage in sidewalk vending without first obtaining a sidewalk vending permit as specified under this Article and such license as may be required by this Code or other City ordinance.

Sec. 58.93 - Sidewalk Vending Regulations.

Sidewalk vendors shall be subject to such additional regulatory and permitting requirements as may be adopted by resolution of the City Council in order to protect the health, safety, and welfare of San Fernando residents.

[EDITOR'S NOTE: City Council Resolution No. 7942 was concurrently adopted with Ordinance no. 1688]

Secs. 58.94—58.160 - Reserved.

SECTION 5. Section 58-162 (Exemptions) of Division 1 (Generally) of Article IV (Ice Cream Vendors) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended by the addition of a new subdivision (3), which shall read as follows:

(3) Activities for which a permit is issued under Article III of Chapter 58 of this Code.

SECTION 6. The text of Article V (Food and Beverage Pushcart Vendors) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby repealed and deleted and Article V shall hereinafter be read as follows:

Article V – Reserved – No Text.

SECTION 7. Section 58-301 (Exemptions to Religious Solicitations) of Division 1 (Generally) of Article VI (Charitable and Religious Solicitations) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended to read as follows:

Sec. 58-301. - Exemptions to Religious Solicitations.

This article shall not apply to the following:

(1) Solicitations made solely for religious purposes except as contained in Section 58-296, Section 58-302, or in Division 3 of this Article. However, if it shall come to the attention of the administrative services officer that any solicitation has been or is being or intended to be made for religious purposes but in such manner as in the opinion of the department is calculated to give or may give the impression to the person solicited in any such solicitation or to the public that the purpose of such solicitation is either in whole or in part charitable, the department, if in its opinion the public interest will be served thereby, shall investigate the matter of such solicitation and give publicity to its findings thereon in such manner as it may deem best to advise the public of the facts of the case.

(2) Activities for which a permit is issued under Article III of Chapter 58 of this Code.

SECTION 8. Section 54-4 (Fires) of Article I (In General) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code is hereby amended to read as follows:

No person shall make or kindle a fire in any park or recreation center, except in picnic stoves or barbecue pits provided for that purpose, or without first having obtained a sidewalk vending permit issued in accordance with Article III of Chapter 58 of this Code, or without prior authorization from the city council. 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 before council approval.

SECTION 9. Section 54-8 (Sale of Merchandise) of Article I (In General) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code is hereby amended to read as follows:

No person shall sell or offer for sale in any park or recreation center any merchandise, article or thing whatsoever, without first having obtained a sidewalk vending permit issued in accordance with Article III of Chapter 58 of this Code, or without prior authorization from the city council. 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 before council approval.

SECTION 10. Section 54-13 (Soliciting or Carrying on Business) of Article I (In General) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code is hereby amended to read as follows:

No person shall practice, carry on, conduct or solicit for any trade, occupation, business or profession in any park or recreation center, without first having obtained a sidewalk vending permit issued in accordance with Article III of Chapter 58 of this Code, or without prior authorization from the city council. 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 before council approval.

SECTION 118. Environmental. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that

CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

SECTION 129. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto that conflicts with the provision of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 130. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 141. Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective no sooner than thirty (30) days after adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on _____ day of _____, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Ordinance No. ____ was passed and adopted by the City Council at its regular meeting duly held on the ____ day of _____ 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT “F”**RESOLUTION NO. 7942****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING REGULATIONS GOVERNING SIDEWALK VENDING IN THE CITY OF SAN FERNANDO**

WHEREAS, on September 17, 2018, Governor Brown signed Senate Bill No. 946 (“SB 946”), which added sections 51036 through 51039 to the Government Code and took effect on January 1, 2019; and

WHEREAS, SB 946 decriminalized sidewalk vending and limits local regulation of sidewalk vending to those expressly provided for in the bill or are otherwise “directly related to objective health, safety, or welfare concerns”; and

WHEREAS, SB 946 only applies to sidewalk vending in public rights-of-way, and private rights-of-way are still subject to private and local control; and

WHEREAS, the City Council adopted Ordinance No. _____ on _____, 2019 to amend provisions of the San Fernando Municipal Code and to implement licensing and permitting requirements for sidewalk vending; and

WHEREAS, Section 58.93 (Sidewalk Vending Regulations) of Article III (Sidewalk Vendors) of the San Fernando Municipal Code, as amended by Ordinance No. _____, provides for the City’s establishment of sidewalk vending regulations by City Council resolution in order to protect the health, safety, and welfare of the City’s residents; and

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and

WHEREAS, the City Council finds that restrictions on sidewalk vending in public parks are necessary to protect the health, safety, and welfare of the public, and to ensure the public’s use and enjoyment of natural resources and recreational opportunities; and

WHEREAS, the City Council finds that the local regulations for sidewalk vendors set forth in this Resolution are necessary to protect the public peace, health, and safety of sidewalk vendors and the general public, ensure orderly commerce, and prevent dangerous and unnecessary obstructions in the public right-of-way.

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

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct.

SECTION 2. The City Council hereby adopts the following regulations related to sidewalk vending in the City of San Fernando:

A. Definitions.

1. “Certified farmers’ market” means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agriculture Code and any regulations adopted pursuant to that chapter.
2. “Director” means the Director of Community Development, or his or her designee.
3. “Food” means an edible substance or beverage.
4. “Merchandise” means any goods or other items which are not food.
5. “Person” means one or more individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.
6. “Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.
7. “Sell” or “Selling” means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.
8. “Sidewalk” means any surface in the public right-of-way intended for use by pedestrians.
9. “Sidewalk vendor” means a person who sells from a vending cart or from one’s person, upon a public sidewalk, parkway, pedestrian path, or other public right-of-way available to pedestrians.
10. “Stationary sidewalk vendor” means any sidewalk vendor who vends from a fixed location for a period of thirty (30) minutes or longer.
11. “Swap meet” means a location operated in accordance with Article IV (Swap Meets) of Chapter 66 of the San Fernando Municipal Code, and any regulations adopted pursuant to that article.

12. “Temporary special permit” means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or other public area, including but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, outdoor concerts, festivals, carnivals, and street fairs.
13. “Vending cart” means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for selling, whether mobile or stationary, that is not a vehicle as defined in the California Vehicle Code.

B. Sidewalk Vending Permits.

1. Permit required. No person shall conduct or engage in sidewalk vending within the City without first obtaining a sidewalk vending permit pursuant to this Section B.
2. Application for permit; fee.
 - a. To apply for a sidewalk vending permit, a person must file an application with the Director or designee, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:
 - i. The legal name, current mailing address and telephone number of the applicant;
 - ii. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
 - iii. A copy of a California’s driver’s license or identification number, an individual taxpayer identification number, or a social security number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order;
 - iv. A copy of a valid California Department of Tax and Fee Administration seller’s permit, as required;
 - v. A description, map, or drawing of the areas in which the applicant proposes to operate;
 - vi. A description of the food and/or merchandise to be offered for sale and any vending equipment to be used (including the dimensions of carts or other conveyances);

- vii. If a vendor of food, proof of all required approvals from the Los Angeles County Department of Public Health;
- viii. The results of a fingerprinting background check using a form furnished by the City;
- ix. The hours per day and the days per week during which the applicant proposes to operate, and whether the applicant intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor;
- x. Proof of a policy or policies of comprehensive general liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limit coverage and two million dollars (\$2,000,000) in the aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the applicant, with an endorsement naming the City as an additional insured. In addition, to the extent required, the applicant shall carry workers' compensation sufficient to meet requirements of the State of California;
- xi. An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, for any damage or injury caused to the City as a result of the sidewalk vending conduct or activity;
- xii. Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief;
- xiii. Any other reasonable information regarding the time, place, and manner of the proposed vending.

C. Criteria for Approval or Denial of Permit.

1. The Director, or his or her designee, shall approve the issuance of a permit unless he or she determines that:
 - a. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;
 - b. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents;
or
 - c. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in Section H of these regulations.

- d. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of these regulations.
 2. If the permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.
- D. Permit Expiration and Renewal.** A sidewalk vending permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of his or her active sidewalk vending permit.
- E. Permit Rescission.** The Director may rescind a permit issued to a sidewalk vendor for a fourth violation or subsequent violations of these regulations. Notice of the hearing for rescission of a permit shall be given in writing, setting forth specifically the grounds of complaint and the time and place of the hearing. Such notice shall be mailed, postage prepaid, to the permittee at his last known address at least five (5) days prior to the date set for the hearing. A sidewalk vendor whose permit is rescinded may apply for a new sidewalk vending permit upon the expiration of the term of the rescinded permit.
- F. Appeals.** Any person aggrieved by the decision of the Director to issue, deny issuance, or rescind a sidewalk vending permit may appeal the decision to the City Manager. The appeal shall be filed with the City Manager within fourteen (14) days following the date of the Director's decision. Such appeal shall be taken by filing with the City Manager, within fourteen (14) days after denial under Section C of these regulations or after notice of action to deny the permit or rescind the permit has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The City Manager shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given to the appellant in the same manner as provided in Section E of these regulations for notice of hearing on the rescission of a permit. Such appeal shall be heard and decided by the City Manager within thirty (30) days from the date such appeal was filed unless such time limit is extended, with the written consent of the appellant. The decision and order of the City Manager on such appeal shall be final and conclusive.
- G. Permit Nontransferable.** No permit issued under Section B of these regulations shall be used at any time by any person other than the one to whom it was issued.
- H. Operating Requirements and Restrictions.**
1. No sidewalk vendor shall vend in the following locations:
 - a. Within fifteen (15) feet of any street intersection;
 - b. Within ~~ten-fifteen~~ (150) feet of any fire hydrant, fire call box, or other emergency facility;

- c. Within ten (10) feet of any driveway or driveway apron;
 - d. Upon or within any parkway or landscaped areas lacking paved pathways for travel;
 - e. Within five hundred (500) feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;
 - f. Within five hundred (500) feet of a public or private school site during school hours, and not within one hour before or one hour after school drop off and pick up operations;
 - g. In any City parking lot;
 - h. On private property without the notarized written authorization of the property owner or other lawful occupant. Upon request of City Community Preservation Officers or City Police Officers, sidewalk vendors vending on private property must immediately produce such written authorization from the property owner or other lawful occupant.
2. No sidewalk vendor shall sell in a manner that blocks or obstructs the free movement of pedestrians, bicycles, or vehicles. Sidewalk vendors must at all times provide a clearance of not less than four (4) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices;
3. Sidewalk vending is only permitted between the hours of 87:00 a.m. and 911:00 p.m., daily, except as follows:
- a. In residential areas, sidewalk vending shall only be permitted between the hours of 87:00 a.m. and 67:00 p.m. on weekdays and between the hours of 9:00 a.m. and 56:00 p.m. on weekends and holidays.
 - b. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
 - c. In park areas, sidewalk vending shall be permitted only during hours open to the public.
4. Stationary sidewalk vendors shall not sell in areas that are zoned exclusively residential.

5. Stationary sidewalk vendors shall not sell at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.
6. A stationary sidewalk vendor shall maintain a clearly designated litter receptacle in the immediate vicinity, marked with a sign requesting use by patrons. The litter receptacle must be large enough to accommodate customer litter without resort to existing litter receptacles located on any block for use by the general public. The vendor's litter receptacle may not be left on the sidewalk upon leaving any vending location. The vendor shall not empty its litter receptacle into a City refuse container.
7. A roaming sidewalk vendor ~~vending-selling~~ from a vending cart shall maintain a litter receptacle attached to the vending cart large enough to accommodate customer litter without resort to existing litter receptacles located on any block for use by the general public and marked with a sign requesting use by patrons. The vendor shall not empty its litter receptacle into a City refuse container.
8. Sidewalk vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a fifteen (15) foot radius of the vending location. Sidewalk vendors shall not throw, deposit, or leave, or permit to be thrown, deposited, or left, any trash, food, or other discarded or abandoned objects, in or upon any street, sidewalk, path, gutter, storm drain, inlet, catch basin, or other drainage structure, or upon any public or private lot of land in the City, so that the same might be or become a pollutant.
9. Sidewalk vendors shall immediately clean up any food, grease, or other fluid or item related to sidewalk vending activities that falls on public property.
10. In order to protect the health, safety, and welfare of the public, and to ensure the public's use and enjoyment of natural resources and recreational opportunities, sidewalk vendors selling food in park areas shall provide complete coverage for flooring. The entire area where food is made and served shall be covered with a rubber floor mat, tarp, or plywood sheet.
- ~~9.11.~~ Sidewalk vVendors ~~selling of food or food products~~ shall possess and display in plain view on the vending cart a valid Public Health Permit from the Los Angeles County Department of Public Health.
- ~~10.12.~~ Sidewalk vendors shall possess at all times while selling, a valid sidewalk vendor permit issued pursuant to these regulations, as well as any other permit or license required by the City and any other appropriate governmental agency.
- ~~11.13.~~ Sidewalk vendors shall possess at all times while selling, current liability insurance pursuant to Section B.2.a.x of these regulations.

~~12.14.~~ Sidewalk vendors shall comply with all applicable state and local laws, as amended from time to time, including without limitation, Article II (Noise) of Chapter 34 of the San Fernando Municipal Code, Division I of Title 11 (County Health Code) and Division I of Title 8 (Public Health Licenses) of the Los Angeles County Code, state food labeling and preparation requirements, fire codes and regulations, and the Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards (both state and federal).

~~13.15.~~ Vending carts shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way. No vending cart shall become a permanent fixture on any site or be considered an improvement to real property.

~~14.16.~~ Sidewalk vendors shall not leave their vending carts or vending equipment unattended or stored or maintained on any part of the sidewalk, public property or public right of way after vending has ceased for the day. Any vending carts or vending equipment left overnight in public spaces or in any portion of the public right-of-way, including sidewalks or other paved pedestrian paths, shall be considered discarded and may be seized or disposed of by the City.

~~15.17.~~ Vending carts shall not be placed on any public property other than a sidewalk.

I. Administrative Citations.

1. Every person vending without a sidewalk vending permit is guilty of a violation punishable by an administrative citation in an amount not to exceed:

- a. Two hundred twenty dollars (\$~~200.00~~) ~~plus 10% (AIMS Maintenance surcharge)~~ for a first violation; and
- b. Four hundred fifty-ninety-five dollars (\$~~450.00~~) ~~plus 10% (AIMS Maintenance surcharge)~~ for a second violation within one year of the first violation; and
- c. Seven-Eight hundred fifty-twenty-five dollars (\$~~82750.00~~) ~~plus 10% (AIMS Maintenance surcharge)~~ for each additional violation within one year of the first violation.

2. Every person violating any other provision of these regulations is subject to an administrative citation not to exceed:

- a. One hundred dollars (\$100.00) ~~plus 10% (AIMS Maintenance surcharge)~~ for a first violation; or

- b. Two hundred dollars (\$200.00) ~~plus 10% (AIMS Maintenance surcharge)~~ for a second violation within one year of the first violation; or
 - c. Five hundred dollars (\$500.00) ~~plus 10% (AIMS Maintenance surcharge)~~ for each additional violation within one year of the first violation.
- 3. Failure to pay an administrative citation is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the vehicle used for vending purposes.
 - 4. A violation of these regulations constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under these regulations.

J. Ability-to-Pay Determinations.

- 1. Any fine issued under Section I of these regulations shall be accompanied with a notice of and instructions regarding the right to request an ability-to-pay determination.
- 2. A person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.
- 3. If the requestor is receiving public benefits under subdivision (a) or (b) of Government Code Section 68632, the administrative fine shall be reduced to 20 percent of the original amount imposed. The City may also take the following actions:
 - a. Allow the person to complete community service in lieu of paying the total administrative fine; or
 - b. Offer an alternative disposition; or
 - c. Waive the administrative fine.

SECTION 3. This Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the City's book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on _____ day of _____, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) **SS**
CITY OF SAN FERNANDO)

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Resolution No. ____ was passed and adopted by the City Council at its regular meeting duly held on the ____ day of _____ 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Hector A. Pacheco

Date: September 3, 2019

Subject: Consideration to Appoint a Transportation and Safety Commissioner

RECOMMENDATION:

I recommend that Nicole Mohr be appointed as my representative to the Transportation and Safety Commission.

BUDGET IMPACT:

The City pays each Commissioner \$75.00 for attendance at up to one meeting per month. A total of \$900 per commissioner is appropriated in each responsible Department's budget. Sufficient funds are appropriated in the Fiscal Year 2019-2020 Budget.

ATTACHMENT:

A. Commission Application

APPLICATION TO SERVE ON A CITY COMMISSION

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME Nicole Mohr		PHONE NO. [REDACTED]
RESIDENCE ADDRESS 1921 Glenoaks Blvd #199	CITY & STATE San Fernando, CA	ZIP CODE 91340
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i> [REDACTED]		
EMPLOYER Vaughn Next Century Learning Center	POSITION teacher	
BUSINESS ADDRESS 13330 Vaughn Street	CITY & STATE San Fernando, CA	ZIP CODE 91340
BUSINESS PHONE (818) 896-7461		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 1921 Glenoaks Blvd #199, San Fernando, CA 91340		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		


MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE 	DATE 8/25/19
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APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) *Please indicate which Commission you are interested in*

☐ **EDUCATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Education Commission?

☐ **PARKS, WELLNESS, AND RECREATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

☐ **PLANNING AND PRESERVATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Planning and Preservation Commission?

☒ **TRANSPORTATION AND SAFETY COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Transportation and Safety Commission?

If you ask people who live in San Fernando why they live in San Fernando, almost all of them will tell you that they love that San Fernando is SAFE. The commission helps ensure that traffic flow in town is smooth, but safe, to prevent accidents. They also work with law enforcement to address concerns of city residents. Having lost a student to a traffic related accident in San Fernando, I understand the importance of this commission. As a teacher and a parent, I understand that one of the biggest transportation issues is in getting students to and from school and the traffic related issues that this causes. Some parents rely on public transportation, including the costly city trolley, while others drive or walk. The concentration of travel at peak times -- drop off and pick up in particular -- requires careful management, and commissioners assist with this process.

PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

**Nicole Mohr, M.Ed., public school educator**

Nicole Mohr teaches at Vaughn Next Century Learning Center in San Fernando, California, where she is also a grade level team leader and a Gay-Straight Alliance advisor. Mohr has taught English and theatre since 2008. Under her leadership, the Vaughn high school theatre students won an educational theatre grant from NBC in 2018. Later that year, Mohr earned her credential in social science and began teaching United States history, in addition to theatre. She enjoys mentoring new educators and assisting students with their university applications. Some of her proudest moments have been in attending the college graduations of her alumni.

In 2016, Nicole Mohr was named Somos Familia Valle's "Educator of the Year." She has a Master of Education in English education from California State University, Northridge, where she focused on literacy and positive psychology in the high school classroom.

Nicole Mohr is an avid theatre fan and occasionally enjoys acting in community theatre productions, as well as attending community theatre and professional productions in Los Angeles. She is also passionate about legislative advocacy at the state level and has participated in volunteer advocacy for a myriad of issues from gun sense reform to training for educators and campaign finance reform. She is also a member of PFLAG. She is married to a Lutheran minister, and her greatest joy in life comes from parenting her two children. She has a teenage son and a daughter who is in elementary school.