



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
TUESDAY, FEBRUARY 17, 2015 – 6:00 PM
COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin
Mayor Pro Tem Robert C. Gonzales
Councilmember Jesse H. Avila
Councilmember Joel Fajardo
Councilmember Antonio Lopez

PLEDGE OF ALLEGIANCE

San Fernando Police Explorer

APPROVAL OF AGENDA

PRESENTATION

- a) SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT DEVELOPMENTS
Presentation by Board Member Michael Cacciotti

PUBLIC STATEMENTS – WRITTEN/ORAL

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

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CONSENT CALENDAR

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

1) CONSIDERATION TO ADOPT RESOLUTION NO. 15-022 APPROVING THE WARRANT REGISTER**2) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH ASSISTANCE LEAGUE OF LOS ANGELES FOR COURT REFERRED VOLUNTEER CENTER PROGRAM**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (MOU) between the City and Assistance League of Los Angeles (Contract No. 1778) for the Court Referred Volunteer Center Program; and
- b. Authorize the City Manager to execute the MOU.

3) CONSIDERATION TO AUTHORIZE THE PURCHASE OF A SEWER JETTER TRUCK

Recommend that the City Council:

- a. Authorize the City Manager to initiate the purchase of one truck-mounted sewer jetter, for an amount not to exceed \$24,604.35 (funded entirely through the Sewer Fund), from Sewer Equipment Company of America; and
- b. Designate Unit # PW-0546, as surplus property and authorize the City Manager to dispose of surplus property and sale.

4) CONSIDERATION TO APPROVE THE AGREEMENT FOR LOCAL GOVERNMENT MATCH GRANT PROGRAM WITH SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT FOR COMPRESSED NATURAL GAS (CNG) FUELING STATION IMPROVEMENTS

Recommend that the City Council:

- a. Approve the Agreement for Local Government Match Grant Program with South Coast Air Quality Management District (Contract No. 1783 / SCAQMD Contract No. ML 14062) to fund improvements to the City's CNG fueling station; and

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- b. Authorize the City Manager to execute the Agreement.

5) CONSIDERATION TO APPROVE BASEBALL FIELDS AND CONCESSION STAND LICENSE AGREEMENTS FOR YOUTH BASEBALL LEAGUES

Recommend that the City Council:

- a. Authorize the City Manager to execute a Baseball Fields and Concession Stand License Agreement (Contract No. 1780) with the Santa Rosa Baseball League to grant access to use park facilities at Las Palmas Park; and
- b. Authorize the City Manager to execute a Baseball Fields and Concession Stand License Agreement (Contract No. 1781) with the San Fernando National Little League to grant access to use park facilities at Pioneer/Recreation Park.

6) CONSIDERATION TO APPROVE AN AGREEMENT FOR ENGINEERING SERVICES RELATED TO THE CITY'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) RADIO COMMUNICATIONS SYSTEM FOR WATER FACILITIES

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1783) with Arcadis U.S. Inc. for engineering improvements to the City's SCADA Radio Communications System, in an amount not to exceed \$19,000; and
- b. Authorize the City Manager to execute the Agreement.

7) CONSIDERATION OF DISPOSITION OF SURPLUS CITY-OWNED PERSONAL PROPERTY

Recommend that the City Council:

- a. Declare all the items on the Surplus City-Owned Personal Property List as surplus; and
- b. Authorize the City Manager to dispose of surplus City-Owned Personal Property in accordance with Chapter 2, Article VI, Division 7, of the San Fernando City Code.

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ADMINISTRATIVE REPORTS**8) CONSIDERATION TO APPROVE HEALTHY SAN FERNANDO! 2015 CAMPAIGN**

Recommend that the City Council:

- a. Authorize the City Manager to allocate City staff to begin plans for implementing the City of San Fernando Health! Campaign 2015 (Health Campaign); and
- b. Authorize the City Manager to Execute a Memorandum of Understanding (Contract No. 1782) with Valley Care Community Consortium to provide fiscal sponsorship for the Health Campaign.

9) CONSIDERATION TO APPROVE THE CITY OF SAN FERNANDO FAMILY FITNESS FACILITY

Recommend that the City Council authorize the City Manager to direct City staff to designate the back patio of Recreation Park to function as the City of San Fernando Family Fitness Facility.

10) CONSIDERATION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF SAN FERNANDO AND THE UNITED STATES POSTAL SERVICE FEDERAL CREDIT UNION FOR THE USE OF CITY HALL OFFICE SPACE

Recommend that the City Council authorize the City Manager to sign the License Agreement (Contract No. 1779) between the City of San Fernando and the United States Postal Service Federal Credit Union for the Use of City Hall Office Space, subject to the term and license fee noted therein.

11) CONSIDERATION TO APPROVE CITYWIDE ENGINEERING AND TRAFFIC SURVEY TO ALLOW FOR SPEED RADAR ENFORCEMENT ON CITY STREETS

Recommend that the City Council:

- a. Review and approve the Transportation and Safety Commission's recommendation to approve the Citywide Engineering and Traffic Survey establishing speed limit zones in the City; and
- b. Introduce for first reading, by title only, and waive further reading of Ordinance No. 1639 "An Ordinance of the City of San Fernando Amending Sections 90-941 and 90-942 of Chapter 90 of the City of San Fernando City Code Relating to Speed Limits."

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12) CONSIDERATION TO ADOPT RESOLUTION NO. 7664 AMENDING THE CITY COUNCIL PROCEDURAL MANUAL BY REVISING VARIOUS SECTIONS INCLUDING CHANGING THE TITLE OF MAYOR PRO TEM TO VICE MAYOR

Recommend that the City Council adopt Resolution No. 7664 amending the City Council Procedural Manual to reflect changes recommended by the City Council.

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

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

Elena G. Chávez, City Clerk

Signed and Posted: February 13, 2015 (9:00 a.m.)

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

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Regular Meeting

San Fernando City Council

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: February 17, 2015

Subject: Consideration to Adopt Resolution No. 15-022 Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 15-022 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

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

ATTACHMENT:

A. Resolution No. 15-022

ATTACHMENT "A"**RESOLUTION NO. 15-022****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 15-022****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 17th day of February, 2015.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

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

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

vchlist		Voucher List		Page: 2		
02/11/2015 12:59:41PM		CITY OF SAN FERNANDO				
Bank code : bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108852	2/17/2015	100191	100191 ANGELES SHOOTING RANGE	(Continued)		Total : 100.00
108853	2/17/2015	100466 CACEO	300000317		ANNUAL MEMBERSHIP 001-152-0000-4380	75.00
			300000318		ANNUAL MEMBERSHIP 001-152-0000-4380	75.00
			300000319		ANNUAL MEMBERSHIP 001-152-0000-4380	75.00
			300000321		ANNUAL MEMBERSHIP 001-152-0000-4380	68.75
					Total :	293.75
108854	2/17/2015	100532	STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	076255	EMPLOYEE FINGERPRINTING 001-106-0000-4270	32.00
					Total :	32.00
108855	2/17/2015	100676	R. E. CHARLES PLUMBING, INC.	17086	REPAIRED JAIL CELL #41 FOUNTAIN 001-390-0222-4330	146.80
					Total :	146.80
108856	2/17/2015	100735	COASTAL AIR	15228	A/C SERVICE AT REC PARK-REPL BELT 001-390-0410-4330	235.00
			C2707		A/C PREV MAINT @ HERTIAGE PARK 001-390-7500-4260	98.00
			C2708		A/C PREV MAINT @ LP PARK 001-390-0460-4260	620.00
			C2709		A/C PREV MAINT @ 120 MACNEIL 001-390-0450-4260	360.00
			C2710		A/C PREV MAINT @ 501 FIRST 001-390-0450-4260	195.00
			C2711		A/C PREV MAINT @ REC PARK 001-390-0410-4260	535.00
					Total :	2,043.00
108857	2/17/2015	100747	COASTLINE EQUIPMENT	221490	HYDRAULIC HOSE - PK4361 001-320-0390-4400	79.93
					Total :	79.93

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108865	2/17/2015	101528 101528 THE HOME DEPOT CRC, ACCT#6035322((Continued)			Total : 420.57
108866	2/17/2015	101650 INTOXIMETERS, INC.	489067		MAT'LS FOR INTOXIMETER REPAIR 001-222-0000-4320	183.23 Total : 183.23
108867	2/17/2015	101764 KEYSTONE UNIFORM DEPOT	13166		PANTS 001-222-0000-4300	59.90 Total : 59.90
108868	2/17/2015	101768 KIMBALL-MIDWEST	4011155		FLASHLIGHTS 001-370-0301-4300	63.20 Total : 63.20
108869	2/17/2015	101772 KING'S BRAKE AND PIONEER TIRE	004847 004850 004851		REPLACE MOTOR MOUNTS - PD3032 001-320-0225-4400 REPL MOUNTS; REPL A/C ACTUATOR - 001-320-0225-4400 REPLACE & REPROGRAM COMPUTER 001-320-0225-4400	405.66 897.09 260.00 Total : 1,562.75
108870	2/17/2015	101852 LARRY & JOE'S PLUMBING	2626122-0001-02 2626499-0001-02		CHLORINE ROOM WATER SERVICE SU 070-384-0000-4600 IRRIGATION REPAIRS @ BRAND ISLAN 001-390-0410-4300	188.70 39.00 Total : 227.70
108871	2/17/2015	101920 LIEBERT CASSIDY WHITMORE	1398331 1398332 1398333 1398334 1398335		LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270	382.50 2,830.50 255.00 25.50 2,126.00

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108871	2/17/2015	101920 101920 LIEBERT CASSIDY WHITMORE	(Continued)			Total : 5,619.50
108872	2/17/2015	101929 LINGO INDUSTRIAL ELECTRONICS	32197		KNOCKDOWN REPLACEMENT SF RD/Λ 001-371-0301-4300	795.70 Total : 795.70
108873	2/17/2015	102075 MAG-TROL ASSOCIATES, INC.	1182663		WELL 2A MC ELECTRICAL PANEL REPL 070-384-0000-4310	612.07 Total : 612.07
108874	2/17/2015	102201 MIERZYNSKI, IRMGARD	10/31/14 - 01/09/15		LINE DANCE CLASS INSTRUCTOR 017-420-1339-4260	154.00 Total : 154.00
108875	2/17/2015	102226 MISSION LINEN & UNIFORM	140187501 140188231 140188798 140189533 140190136		LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350	282.24 267.04 282.24 267.04 270.36 Total : 1,368.92
108876	2/17/2015	102287 MUNICIPAL CODE CORPORATION	00251685		CITY CODE SEMIANNUAL UPDATE 001-115-0000-4260	2,910.61 Total : 2,910.61
108877	2/17/2015	102307 HI WAY SAFETY RENTALS, INC.	25828 25829		MEASURING WHEEL FOR ENGINEERS 001-310-0000-4320 MEASURING WHEEL FOR STREET DIVI 072-360-0000-4340	199.45 199.45 Total : 398.90
108878	2/17/2015	102366 NEUMANN, DWIGHT PH.D.	TOD#2		TRANSLATOR FOR TOD WORKSHOP 001-150-0000-4270	250.00

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108878	2/17/2015	102366	102366 NEUMANN, DWIGHT PH.D.	(Continued)	Total :	250.00
108879	2/17/2015	102374	NEOPOST	52465765	ANNUAL POSTAGE METER RENTAL 02/ 001-190-0000-4280	2,319.49
					Total :	2,319.49
108880	2/17/2015	102432	OFFICE DEPOT	1748223803	SCADA OFFICE & FIELD SUPPLIES	
				1749104468	070-384-0000-4300 ASCEP SUPPLIES	242.97
					103-420-0000-4300	124.44
					104-420-0000-4300	124.44
				1750159737	LP PARK SUPPLIES	
					001-420-0000-4300	56.66
				1750159738	LP PARK SUPPLIES	
					001-420-0000-4300	252.98
				740595917001	OFFICE SUPPLIES	
					001-106-0000-4300	9.34
				745486143002	BINDER CLIPS	
					001-152-0000-4300	1.16
				747687073001	PLANNER, ORGANIZER, FILES,	
					001-420-0000-4300	134.18
				747687074001	FILE ORGANIZERS	
					001-420-0000-4300	52.54
				747687075001	INK	
					001-420-0000-4300	99.83
				748416197001	LABELS, INDEX CARDS, PAPER, POST	
					001-105-0000-4300	39.36
					001-106-0000-4300	47.45
					001-152-0000-4300	16.41
					001-115-0000-4300	36.73
					001-101-0000-4300	8.67
				750019005001	FAX MACHINE	
					001-222-0000-4300	208.04
				750219907002	SHEETS	
					001-222-0000-4300	35.35
				750373170001	SORTER, BINDER CLIPS, PENS, LABEL	
					001-152-0000-4300	60.61

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108880	2/17/2015	102432 OFFICE DEPOT	(Continued)				
			751163208001		COPY PAPER & LABELS		
					001-222-0000-4300	289.87	
			751435715001		HP INK, NOTE PADS, POST ITS		
					001-222-0000-4300	87.75	
			751435715002		ENVELOPES		
					001-222-0000-4300	4.95	
			751665305001		LABELER		
					001-222-0000-4300	21.89	
			751665330001		LABELER TAPE		
					001-222-0000-4300	24.31	
			751665330002		LETTERING TAPE		
					001-222-0000-4300	16.21	
			752445244001		TONERS & COFFEE		
					070-383-0000-4300	259.06	
					Total :	2,255.20	
108881	2/17/2015	102624 PITNEY BOWES	677184		MAINTENANCE FOR FOLDING MACHIN		
					070-381-0000-4320	279.08	
					072-360-0000-4320	279.07	
					Total :	558.15	
108882	2/17/2015	102666 PREFERRED DELIVERY SYSTEMS INC	549-108		COURIER SERVICE		
					001-222-0000-4260	103.00	
					Total :	103.00	
108883	2/17/2015	102688 PROFESSIONAL PRINTING CENTERS	26990		FLYERS & POSTERS FOR AB60 CAMPA		
					001-222-0000-4300	315.36	
			7448		PRINTING OF TOD WORKSHOP FLIERSE		
					001-150-0000-4270	467.61	
					Total :	782.97	
108884	2/17/2015	102779 RAMIREZ, THOMAS	DEC 2014		KARATE INSTRUCTOR		
					017-420-1326-4260	480.00	
			JAN 2015		KARATE INSTRUCTOR		
					017-420-1326-4260	570.00	

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108884	2/17/2015	102779 RAMIREZ, THOMAS	(Continued)
108885	2/17/2015	102793 RECREATION CONNECTION	20415
			MEMBERSHIP RENEWAL FEE
			001-106-0000-4430
			Total :
			1,050.00
108886	2/17/2015	102800 RED STAR CHARTER & TOURS	03
			SENIOR TRIP - CHARTER BUS TO TJ 00
			004-2384
			Total :
			1,300.00
108887	2/17/2015	102855 RIO HONDO REGIONAL	REGISTRATION
			PC832 ARREST COURSE TRAINING
			001-152-0000-4370
			Total :
			53.00
108888	2/17/2015	102932 RUBEN'S UPHOLSTERY	1962
			RE-UPHOLSTER SEAT - PD3032
			001-320-0225-4400
			Total :
			309.50
108889	2/17/2015	102958 S & S WORLDWIDE	8434301
			ASCEP ACTIVITIES SUPPLIES
			103-420-0000-4300
			104-420-0000-4300
			8434963
			ASCEP ACTIVITIES SUPPLIES
			103-420-0000-4300
			104-420-0000-4300
			8441262
			ASCEP ART SUPPLIES
			103-420-0000-4300
			104-420-0000-4300
			Total :
			2,687.38
108890	2/17/2015	103010 SAM'S CLUB DIRECT, #0402465855179	18
			BREAKROOM SUPPLIES
			001-222-0000-4300
			548
			TREE BOW RIBBON
			001-424-1367-4300
			CF1501
			ANNUAL ADMIN FEE
			001-190-0000-4380
			Total :
			441.93
108891	2/17/2015	103029 SAN FERNANDO, CITY OF	15171-15254
			REIMBURSEMENT TO WORKERS COM

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108891	2/17/2015	103029 SAN FERNANDO, CITY OF	(Continued)		006-1035	19,604.94
					Total :	19,604.94
108892	2/17/2015	103057 SAN FERNANDO VALLEY SUN	9190		PUBLICATION FEES FOR EL PESCADO	
			9194		001-2205	134.38
					TOD WORKSHOP PUBLICATION	
					001-150-0000-4270	1,904.26
					Total :	2,038.64
108893	2/17/2015	103184 SMART & FINAL	115035		ENP SUPPLIES	
					115-422-3750-4300	119.49
					001-424-0000-4300	23.73
					Total :	143.22
108894	2/17/2015	103202 SOUTHERN CALIFORNIA EDISON CO.	02132069002		GAS - 208 PARK (AQUATIC CENTER)	
			2-02-542-8798		001-430-0000-4210	22,166.42
					ELECTRIC - VARIOUS LOCATIONS	
					001-371-0000-4210	110.54
					029-335-0000-4210	1,429.80
			2-02-682-7675		ELECTRIC - VARIOUS LOCATIONS	
					001-420-0000-4210	1,744.79
			2-10-977-8985		ELECTRIC - 505 S HUNTINGTON	
					001-420-0000-4210	1,238.25
			2-29-583-9823		ELECTRIC - 2025 FOURTH	
					001-420-0000-4210	197.03
			2-30-383-6688		ELECTRIC - 208 PARK	
					001-430-0000-4210	61.46
			3-021-3730-93		ELECTRIC - 200 HUBBARD	
					001-371-0000-4210	47.09
					Total :	26,995.38
108895	2/17/2015	103205 THE GAS COMPANY	084-220-3249-3		GAS - 505 S HUNTINGTON	
					001-420-0000-4210	399.37
					Total :	399.37
108896	2/17/2015	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753		NATURAL GAS - CNG STATION	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108906	2/17/2015	103738 YOSEF AMZALAG SUPPLY	(Continued) 12133764		PVC PIPE, HOSE BID VACUUM BREAKER 070-383-0301-4300	45.34
			12133859		CHLORINE ROOM WATER SERVICE PV 070-383-0301-4300	23.19
			12133914		IRRIGATION REPAIRS @ ORTEGA PARI 001-390-7500-4300	58.12
			12134194		PARKING LOT #4 SPRINKLER ELLS 029-335-0301-4300	7.57
					Total :	168.07
108907	2/17/2015	103903 TIME WARNER CABLE	8448200540010328		CABLE - 02/05/15 - 03/04/15 001-190-0000-4220	73.52
			8448200540010518		CABLE 01/29/15-02/28/15 001-420-0000-4260	197.33
			8448200540028882		CABLE - 01/13/15-02/15/15 001-420-0000-4260	137.65
					Total :	408.50
108908	2/17/2015	103910 MONTGOMERY HARDWARE COMPANY	193548		DOOR CLOSERS FOR CITY HALL DOOR 001-390-0310-4300	487.52
					Total :	487.52
108909	2/17/2015	103948 CDW GOVERNMENT, INC.	RN97578		EPSON PL 97 X GA 2700 (PW PROJECT 001-310-0000-4500	594.78
					Total :	594.78
108910	2/17/2015	887121 DELL MARKETING L.P.	XJMF8KK9		VLA OFFICE 2013 001-115-0000-4300	120.77
			XJMFWK1D5		001-116-0000-4300 DELL OPTIPLEX DESKTOP COMPUTER 001-115-0000-4300	120.77 426.21
					001-116-0000-4300	426.21
					Total :	1,093.96
108911	2/17/2015	887383 JOHN GEORGE WELDING	3884		WELD REPAIR LEAF SPRING MOUNT C 072-360-0000-4400	230.00
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108911	2/17/2015	887383 JOHN GEORGE WELDING	(Continued)			Total : 230.00
108912	2/17/2015	887466 SIMON'S POWER EQUIPMENT, INC.	71680		CHAINSAW REPAIRS 001-346-0000-4320	216.46
					Total :	216.46
108913	2/17/2015	887518 DURHAM, ALVIN	FEB 2015		COMMISSIONER'S REIMBURSEMENT 001-150-0000-4111	50.00
					Total :	50.00
108914	2/17/2015	887568 TRANS TECH	11164		REPLACE DRIVE AXLE SEAL & MOTOR 001-320-0225-4400	603.47
					Total :	603.47
108915	2/17/2015	887591 TOM BROHARD & ASSOCIATES	2015-06	11163	TRAFFIC SPEED ZONE STUDY 2015 001-310-0000-4260	3,550.00
				11163	001-310-0000-4270	2,450.00
				11163	011-311-0000-4270	2,500.00
					Total :	8,500.00
108916	2/17/2015	887952 J. Z. LAWNMOWER SHOP	10729		CHAINSAW CARBURATOR REBUILD 001-341-0000-4310	164.54
			10730		EQUIP MAINT 001-390-0410-4320	38.86
			10731		LAWN MOWER REPAIR 070-383-0000-4320	38.82
					Total :	242.22
108917	2/17/2015	888075 DATAMATIC, INC.	CA-0000026510		HANDHELD METER READING MAINT - I 070-381-0000-4320	359.16
					Total :	359.16
108918	2/17/2015	888204 ARREGUI, LULU	122614		BILINGUAL TESTING 001-106-0000-4270	155.00
					Total :	155.00
108919	2/17/2015	888214 INTERNATIONAL CODE COUNCIL INC	3032784		MEMBERSHIP DUES-MEMBER #048970 001-140-0000-4380	125.00
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108919	2/17/2015	888214 888214 INTERNATIONAL CODE COUNCIL INC	(Continued)			Total : 125.00
108920	2/17/2015	888241 UNITED SITE SERVICES OF CA INC	114-2555316		PORTABLE TOILETS - TREE LIGHTING 001-424-1367-4260	309.15 Total : 309.15
108921	2/17/2015	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	32.50 Total : 32.50
108922	2/17/2015	888264 MISSION VALLEY SANITATION	117256		PORTABLE TOILET RENTAL @ 12900 D 070-384-0000-4260	136.96 Total : 136.96
108923	2/17/2015	888356 ADVANCED AUTO REPAIR BODY &	1230 1231 1232		REPAIR FRONT SUSPENSION & DRIVE 001-320-0225-4400 FIX DOOR HANDLE & REPL DOOR LOC 001-320-0390-4400 WELD BROKEN HINGE TO PILLAR - PW 001-320-0371-4400	659.72 250.84 40.00 Total : 950.56
108924	2/17/2015	888390 WEST COAST ARBORISTS, INC.	101929 102929	11136	PLANT - 60" REDWOOD TREE 001-346-0000-4430 FY 2015 ANNUAL TREE TRIMMING CON 001-346-0000-4260	1,000.00 1,854.00 Total : 2,854.00
108925	2/17/2015	888440 STAPLES CENTER	031-0140-1370		SENIOR TRIP - TICKETS FOR DISNEY C 004-2384	2,010.00 Total : 2,010.00
108926	2/17/2015	888468 MAJOR METROPOLITAN SECURITY	1986		REPLACED ACCESS CONTROL POWER 001-390-0222-4330	130.00 Total : 130.00
108927	2/17/2015	888646 HD SUPPLY WATER WORKS, LTD	D439902		3/4" WATER SERVICE FOR CHLORINE # 070-384-0000-4600	549.22
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108927	2/17/2015	888646 HD SUPPLY WATER WORKS, LTD	(Continued) D445156 D490667		CHLORINE ROOM NEW WATER SERVIC 070-384-0000-4600 NITRATE MANIFOLD INSTALLATION 070-384-0000-4600	805.02 247.44 Total : 1,601.68
108928	2/17/2015	888707 AMERICAN SOCIETY OF COMPOSERS,	500623477		MUSIC LICENSE FEE 001-424-0000-4260	340.47 Total : 340.47
108929	2/17/2015	888714 SALINAS JR., RODOLFO	FEB 2015		COMMISSIONER'S REIMBURSEMENT 001-150-0000-4111	50.00 Total : 50.00
108930	2/17/2015	888743 COUNTY OF LOS ANGELES	FIRM #1275		FY2015 BACKFLOW PREVENTION DEV 070-383-0000-4260	66.00 Total : 66.00
108931	2/17/2015	888800 BUSINESS CARD	020215 020215		2015 LEAGUE OF CA CITIES CITY MAN 001-310-0000-4270 2015 LEAGUE OF CA CITIES CITY MAN 001-310-0000-4270	1,487.52 82.00 Total : 1,569.52
108932	2/17/2015	889037 AT&T MOBILITY	875587443		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	64.72 Total : 64.72
108933	2/17/2015	889093 CRUZ, LUZ	2000800185		FACILITY RENTAL REFUND 001-3777-0000	402.00 Total : 402.00
108934	2/17/2015	889138 WIEDER, CAROL	TOD #2		SPANISH TRANSLATOR 001-150-0000-4270	250.00 Total : 250.00
108935	2/17/2015	889328 FIRST TRANSIT, INC.	11037394		MCT - DEC 2014	
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108935	2/17/2015	889328 FIRST TRANSIT, INC.	(Continued)		007-440-0442-4260 008-310-0000-4260	23,130.36 19,976.22
					Total :	43,106.58
108936	2/17/2015	889532 GILMORE, REVA.A.	01/24/15 - 02/06/15		FOOD SERVICE MANAGER 115-422-3750-4270 115-422-3752-4270	617.50 84.50
					Total :	702.00
108937	2/17/2015	889533 MARTINEZ, ANITA	01/24/15 - 02/06/15		FOOD SERVICE INTAKE CLERK 115-422-3750-4270	180.00
					Total :	180.00
108938	2/17/2015	889535 GOMEZ, GILBERT	01/24/15 - 02/06/15		HDM DRIVER 115-422-3752-4270 115-422-3752-4390	180.00 52.00
					Total :	232.00
108939	2/17/2015	889592 CUELLAR, JIMMY KYLE	JAN 2015		MMAP INSTRUCTOR 109-424-3638-4260	450.00
					Total :	450.00
108940	2/17/2015	889602 RESPOND SYSTEMS	294820 294821		FIRST AID SUPPLIES @ 501 FIRST 070-381-0450-4300 FIRST AID SUPPLIES @ 120 MACNEIL 001-390-0450-4300	183.56 126.77
					Total :	310.33
108941	2/17/2015	889611 MORRISON MANAGEMENT SPECIALIST	188452014123101		LP SENIOR MEALS - DEC 2014 115-422-3750-4260 115-422-3752-4260	4,657.50 2,749.50
					Total :	7,407.00
108942	2/17/2015	889680 JIMENEZ LOPEZ, JUAN MANUEL	JAN 2015		MMAP INSTRUCTOR 108-424-3658-4260	450.00
					Total :	450.00
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108943	2/17/2015	889681 VILLALPANDO, MARIA	01/24/15 - 02/06/15		FOOD SERVICE WORKER 115-422-3750-4270 115-422-3752-4270	225.00 45.00
					Total :	270.00
108944	2/17/2015	890004 PACIFIC TELEMAGEMENT SERVICE	721940		PD PAY PHONE - MARCH 2015 001-190-0000-4220	62.64
					Total :	62.64
108945	2/17/2015	890010 TOTAL PRINTING SUPPLIES	15007 15009		(2) HP LASER JET 4200 HIGH YIELD PR 001-130-0000-4300 TONER FOR CE PRINTER 001-152-0000-4300	174.40 163.50
					Total :	337.90
108946	2/17/2015	890076 URBAN RESTORATION GROUP	00012651		BARE BRICK STONE & MASONRY CLEA 001-152-0000-4300	1,071.78
					Total :	1,071.78
108947	2/17/2015	890080 TECOGEN INC.	CGM0914-41 CGQ1114-41	11172 11172	MONTHLY MAINTENANCE-COGEN MOI 001-430-0000-4260 MONTHLY MAINTENANCE-COGEN MOI 001-430-0000-4260	3,726.90 1,127.50
					Total :	4,854.40
108948	2/17/2015	890095 O'REILLY AUTO PARTS	4605-129855 4605-130601 4605-130603 4605-130629 4605-130677 4605-131335		ENGINE ADDITIVES FOR FLEET 001-1215 CORE CREDIT (STARTER) - PK3322 001-320-0390-4400 FUEL TANK - WA4573 070-383-0000-4400 FUEL PUMP - PD6499 001-320-0224-4400 BRAKE LIGHT CONNECTOR PLATE - PH 001-320-0390-4400 BULBS FOR FLEET 001-1215	1,378.12 -16.43 71.18 236.32 14.88 18.63
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108948	2/17/2015	890095 O'REILLY AUTO PARTS	(Continued) 4605-131582		FRONT BRAKE PADS - PK3240 001-320-0390-4400	33.32
					Total :	1,736.02
108949	2/17/2015	890218 VMWARE	709390075	11166	LICENSING SOFTWARE 001-190-0000-4320	13,623.44
					Total :	13,623.44
108950	2/17/2015	890251 ALDERMAN & HILGERS, LLP	1882		LEGAL SERVICES 006-190-0000-4800	809.10
					Total :	809.10
108951	2/17/2015	890368 C & M TOPSOIL, INC	25573		DECOMPOSED GRANITE FOR BASEBA 001-390-0410-4300	56.68
			25576		DECOMPOSED GRANITE FOR BASEBA 001-390-0410-4300	85.02
			25616		DECOMPOSED GRANITE FOR BASEBA 001-390-0410-4300	85.02
			25617		DECOMPOSED GRANITE FRO BASEBA 001-390-0410-4300	85.02
			25618		DECOMPOSED GRANITE FOR BASEBA 001-390-0410-4300	85.02
			25754		DECOMPOSED GRANITE FOR BASEBA 001-390-0410-4300	85.02
			25755		DECOMPOSED GRANITE FOR BASEBA 001-390-0410-4300	85.02
			25762		INFIELD MIX @ PIONEER PARK 001-390-0410-4300	114.45
			25763		INFIELD MIX @ PIONEER PARK 001-390-0410-4300	114.45
			25766		INFIELD MIX @ PIONEER PARK 001-390-0410-4300	114.45
			25829		INFIELD MIX @ PIONEER PARK 001-390-0410-4300	114.45
			25833		INFIELD MIX @ PIONEER PARK 001-390-0410-4300	114.45
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108951	2/17/2015	890368 C & M TOPSOIL, INC	(Continued) 26052		INFIELD MIX @ PIONEER PARK 001-390-0410-4300	114.45
			26053		INFIELD MIX @ PIONEER PARK 001-390-0410-4300	114.45
					Total :	1,367.95
108952	2/17/2015	890377 F & F SIGNS	00122		GRAPHICS FOR NEW PATROL CAR - PI 001-320-0225-4400	493.87
					Total :	493.87
108953	2/17/2015	890401 ENVIROGEN TECHNOLOGIES INC	0006530-IN	11126	FY 14-15 NITRATE REMOVAL SYSTEM I 070-384-0000-4500	7,158.56
					Total :	7,158.56
108954	2/17/2015	890536 PRUDENTIAL OVERALL SUPPLY	171009924		REFLECTIVE JACKETS 001-152-0000-4300	261.60
					Total :	261.60
108955	2/17/2015	890546 BARAJAS, CRYSTAL	JAN 2015		MMAP MENTOR/INSTRUCTOR 109-424-3638-4260	157.50
					Total :	157.50
108956	2/17/2015	890584 POWERLINE BATTERY SPECIALIST	9576		JUMPER STARTERS FOR CE VEHICLE 001-152-0000-4300	212.85
			9652		JUMP STARTER - WA4573 070-383-0000-4400	106.43
					Total :	319.28
108957	2/17/2015	890594 HEALTH AND HUMAN RESOURCE	114405		EAP - FEB 2015 001-106-0000-4260	325.80
					Total :	325.80
108958	2/17/2015	890817 THE WALKING MAN, INC.	E6093		FLYER INSERT & DISTRIBUTION 017-420-1397-4260	462.50
					001-150-0000-4270	462.50
					Total :	925.00
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108959	2/17/2015	890838 BLUE TARP FINANCIAL	32251999		FUEL TANK - WA4573 070-383-0000-4400	58.18
Total :						58.18
108960	2/17/2015	890879 EUROFINS EATON ANALYTICAL, INC	L0191555		WATER ANALYSIS - FOLDER 504697 070-384-0000-4260	200.00
			L0199487		WATER ANALYSIS - FOLDER 514497 070-384-0000-4260	139.60
			L0200010		WATER ANALYSIS - FOLDER 514873 070-384-0000-4260	139.60
			L0200261		WATER ANALYSIS - FOLDER 514485 070-384-0000-4260	164.00
			L0200274		WATER ANALYSIS - FOLDER 515300 070-384-0000-4260	139.60
			L0200486		WATER ANALYSIS - FOLDER 515542 070-384-0000-4260	139.60
			L0200487		WATER ANALYSIS - FOLDER 515567 070-384-0000-4260	24.00
			L0200818		WATER ANALYSIS - FOLDER 515326 070-384-0000-4260	175.00
			L0200822		WATER ANALYSIS - FOLDER 515510 070-384-0000-4260	164.00
			L0200831		WATER ANALYSIS - FOLDER 516023 070-384-0000-4260	264.60
Total :						1,550.00
108961	2/17/2015	890969 POWERS ELECTRIC PRODUCTS CO	65043		STATIC WATER LEVEL INDICATOR CAB 070-383-0000-4310	227.29
Total :						227.29
108962	2/17/2015	890970 WEX BANK	39637886		FUEL FOR FLEET 001-320-0152-4402	313.97
					001-320-0221-4402	79.47
					001-320-0224-4402	865.23
					001-320-0222-4402	291.86
					001-320-0225-4402	3,038.95
					001-320-0226-4402	2.00

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108962	2/17/2015	890970 WEX BANK	(Continued)			
					001-320-0228-4402	375.18
					001-320-0311-4402	846.88
					001-320-0312-4402	84.62
					001-320-0320-4402	86.65
					001-320-0346-4402	75.74
					001-320-0370-4402	361.75
					001-320-0371-4402	266.14
					001-320-0390-4402	888.61
					001-320-0420-4402	4.00
					007-313-3630-4402	2,052.14
					027-344-0000-4402	71.89
					029-335-0000-4402	149.78
					070-381-0000-4402	22.31
					070-382-0000-4402	68.39
					070-383-0000-4402	665.23
					070-384-0000-4402	274.63
					072-360-0000-4402	272.70
					Total :	11,158.12
108963	2/17/2015	891008 JONES, KENNETH	REIMB.		MILEAGE REIMBURSEMENT	
					001-310-0000-4370	58.41
					Total :	58.41
108964	2/17/2015	891053 HAUPT, THEALE E	FEB 2015		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00
					Total :	50.00
108965	2/17/2015	891054 MEJIA, YVONNE G	FEB 2015		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00
					Total :	50.00
108966	2/17/2015	891064 SIEMENS INDUSTRY INC	5620004283		EDISON RELATED TRAFFIC SIGNAL OL	
					001-370-0000-4260	2,170.20
					Total :	2,170.20
108967	2/17/2015	891121 RIVERA, NICOLE	JAN 2015		MMAP MENTOR/INSTRUCTOR	

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108967	2/17/2015	891121 RIVERA, NICOLE	(Continued)		109-424-3638-4260	135.00
					Total :	135.00
108968	2/17/2015	891134 BECERRA, ADRIANA	11/13/14 - 01/30/15		BODY SCULPTING, PILATES & CYCLING 017-420-1337-4260	200.00
					Total :	200.00
108969	2/17/2015	891141 OLIVAREZ MADRUGA, P.C.	12589		LEGAL SERVICES 001-110-0000-4270	8,561.21
					Total :	8,561.21
108970	2/17/2015	891253 SAN FERNANDO SMOG TEST ONLY	2869		SMOG TEST - E1304201 001-320-0000-4450	50.00
					Total :	50.00
108971	2/17/2015	891311 TORRES, RITA	01/24/15 - 02/06/15		ENP SUBSTITUTE 115-422-3750-4270 115-422-3752-4270	81.00 9.00
					Total :	90.00
108972	2/17/2015	891331 SESAC	63-04-01332		MUSIC LICENSE FEE - ID#386370 001-424-0000-4260	360.00
					Total :	360.00
108973	2/17/2015	891338 NESTLE PURE LIFE DIRECT	05A0033013574		WATER 001-420-0000-4300	50.00
					Total :	50.00
108974	2/17/2015	891355 NAREZ, FABIAN	JAN 2015		MMAP MENTOR/INSTRUCTOR 109-424-3638-4260	180.00
					Total :	180.00
108975	2/17/2015	891372 PEREZ, LORENA	2000159.001		BASKETBALL REFUND 017-3770-1328	142.00
					Total :	142.00
108976	2/17/2015	891377 REYES, JOSE	01/24/15 - 02/06/15		HDM DRIVER	
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108976	2/17/2015	891377 REYES, JOSE	(Continued)		115-422-3752-4270 115-422-3752-4390	180.00 57.20
					Total :	237.20
108977	2/17/2015	891385 FITZSIMMONS, IAN	020415		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					Total :	50.00
108978	2/17/2015	891476 SANDOVAL, ARMANDO	STALE DTD CK106253		REPL CK FOR WATER ACCT REFUND 070-2140	41.73
					Total :	41.73
108979	2/17/2015	891516 FLORES, MARIA E.	01/12/15 - 01/23/15		ZUMBA INSTRUCTOR 017-420-1337-4260	40.00
					Total :	40.00
108980	2/17/2015	891533 DEXMEDIA	490003218406		DOMAIN REGISTRATION & EMAIL HOSTING 001-190-0000-4280	50.95
					Total :	50.95
108981	2/17/2015	891570 INNOVATIVE TELECOM. SYSTEMS	1450		SERVICE RELATING TO PHONE TRANSFER 001-190-0000-4320	910.00
					Total :	910.00
108982	2/17/2015	891622 FARMER BROTHERS	61204057		BREAK ROOM SUPPLIES 001-222-0000-4300	229.34
					Total :	229.34
108983	2/17/2015	891738 KNIGHT COMMUNICATIONS INC	2010469	11165	INFORMATION TECHNOLOGY MANAGEMENT 001-190-0000-4260	10,000.00
					Total :	10,000.00
108984	2/17/2015	891739 ALAS MEDIA	201445		FILMING OF TOD WORKSHOP 001-150-0000-4270	445.00
					Total :	445.00
108985	2/17/2015	891741 L.J. LE BLANC	15-001		ON-CALL PROFESSIONAL ENGINEER/II	
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108985	2/17/2015	891741 L.J. LE BLANC	(Continued)			
			15-003	11178	072-360-0000-4260	9,800.00
				11178	ON-CALL PROFESSIONAL ENGINEERII	5,309.00
				11178	072-360-0000-4260	5,037.00
					070-381-0000-4260	
					Total :	20,146.00
108986	2/17/2015	891752 THE VALLEY HIVE	95500		TREE TRIMMING BEE SUIT W/FENCINC	
					001-346-0000-4320	185.19
					Total :	185.19
108987	2/17/2015	891764 VENEGAS, ROSIE	2000158.001		BASKETBALL REFUND	
					017-3770-1328	70.00
					Total :	70.00
108988	2/17/2015	891765 HERNANDEZ, HILDA	01/12/15 - 01/23/15		YOGA INSTRUCTOR	
					017-420-1337-4260	80.00
					Total :	80.00
108989	2/17/2015	891766 RODRIGUEZ, PATRICIA	DEC 2014 & JAN 2015		LATIN JAM WORKOUT INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	60.00
108990	2/17/2015	891767 CHAVEZ, ELIZABETH	01/12/15 - 01/23/15		ZUMBA INSTRUCTOR	
					017-420-1337-4260	160.00
					Total :	160.00
108991	2/17/2015	891770 DUAR SR, DAVID H.	72514		SETTLEMENT PAYMENT	
					006-190-0000-4800	564.80
					Total :	564.80
108992	2/17/2015	891771 PILLEMER & PILLEMER	1715		SETTLEMENT PAYMENT	
					006-190-0000-4800	1,558.95
					Total :	1,558.95
108993	2/17/2015	891772 CLERKIN,SINCLAIR & MAHFOUZ,LLP	1615		SETTLEMENT PAYMENT	
					006-190-0000-4800	671.05
						Page: 25

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Bank code :		bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
108993	2/17/2015	891772 891772 CLERKIN,SINCLAIR & MAHFOUZ,LLP	(Continued)			Total :	671.05	
108994	2/17/2015	891773 RAMIREZ, JAVIER	50-1385-09		WATER ACCT REFUND - 1723 EIGHTH 070-2010		23.18	
						Total :	23.18	
108995	2/17/2015	891774 HUB LIQUOR INC	35-2720-04		WATER ACCT REFUND - 1542 SAN FER 070-2010		32.72	
						Total :	32.72	
108996	2/17/2015	891775 RUIZ, LILLIAN	60-1656-00		WATER REFUND - 628 N BRAND 070-2010		94.45	
						Total :	94.45	
108997	2/17/2015	891776 SAN FERNANDO LLC	56-0270-03		WATER ACCT REFUND - 1175 AVIATION 070-2010		678.85	
						Total :	678.85	
153 Vouchers for bank code :		bank				Bank total :	281,219.52	
153 Vouchers in this report						Total vouchers :	281,219.52	

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108379	1/6/2015	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS-JA 001-1160	183,425.99
					Total :	183,425.99
108533	1/7/2015	891739 ALAS MEDIA	201427		VIDEO TAPE WORKSHOP 001-150-0000-4270	445.00
					Total :	445.00
108556	1/8/2015	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - J. 001-1160	11,791.91
					Total :	11,791.91
108557	1/8/2015	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS - J. 001-1160	381.81
					Total :	381.81
108558	1/8/2015	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INSURANCE BENEFITS - JA 001-1160	2,454.78
					Total :	2,454.78
108559	1/8/2015	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS - JANL 001-1160	3,067.15
					Total :	3,067.15
108684	1/15/2015	103648 CITY OF SAN FERNANDO	PR 1-16-15		REIMB. FOR PAYROLL W/E 1-9-15 001-1003 007-1003 008-1003 011-1003 012-1003 017-1003 018-1003 027-1003 029-1003 070-1003 072-1003	327,667.85 1,083.92 2,807.59 2,358.92 265.39 477.88 91,730.94 2,920.89 2,326.21 42,031.40 13,691.59

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108684	1/15/2015	103648 CITY OF SAN FERNANDO	(Continued)		101-1003 103-1003 104-1003 120-1003	789.10 678.03 517.14 586.44
					Total :	489,933.29
108685	1/16/2015	891669 HERNANDEZ, ANTHONY	1027268.004		LIFEGUARD TRAINING REIMB 001-3770-1338	100.00
					Total :	100.00
108686	1/29/2015	103648 CITY OF SAN FERNANDO	PR 1-30-15		REIMB. FOR PAYROLL W/E 1-23-15 027-1003 029-1003 070-1003 072-1003 101-1003 103-1003 104-1003 120-1003 001-1003 007-1003 008-1003 011-1003 012-1003 018-1003	3,060.48 2,261.99 42,896.81 13,684.15 157.82 3,974.57 4,111.41 1,727.08 321,140.95 924.99 2,742.52 2,454.35 265.38 92,231.51
					Total :	491,634.01
9 Vouchers for bank code : bank						Bank total : 1,183,233.94
9 Vouchers in this report						Total vouchers : 1,183,233.94

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108534	1/7/2015	100346 BELDEN, KENNETH MILES	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	121.64
					Total :	121.64
108535	1/7/2015	100916 DEIBEL, PAUL	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	16.13
					Total :	16.13
108536	1/7/2015	101044 ELEY, JEFFREY	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	120.53
					Total :	120.53
108537	1/7/2015	101440 HALCON, ERNEST	JANUARY 2015		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	121.64
					Total :	121.64
108538	1/7/2015	101466 HARVEY, DEVERY MICHAEL	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	295.54
					Total :	295.54
108539	1/7/2015	101694 JACOBS, ROBERT	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	121.64
					Total :	121.64
108540	1/7/2015	101926 LILES, RICHARD	JANUARY 2015		CALPERS HEALTH INS. REIMB 070-180-0000-4127 072-180-0000-4127	135.71 135.71
					Total :	271.42
108541	1/7/2015	102126 MARTINEZ, MIGUEL	JANUARY 2015		CALPERS HEALTH INS. REIMB 070-180-0000-4127	8.61
					Total :	8.61
108542	1/7/2015	102473 ORDELHEIDE, ROBERT	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	258.48
					Total :	258.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108543	1/7/2015	102864 RIVETTI, DOMINICK	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	148.50
					Total :	148.50
108544	1/7/2015	103220 SOMERVILLE, MICHAEL	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	120.53
					Total :	120.53
108545	1/7/2015	891013 BRUNWIN, HERBERT	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	16.13
					Total :	16.13
108546	1/7/2015	891021 GUIZA, JENNIE	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	16.13
					Total :	16.13
108547	1/7/2015	891027 LOCKETT, JOANN	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	16.13
					Total :	16.13
108548	1/7/2015	891028 MANTHEY, DONALD	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	145.37
					Total :	145.37
108549	1/7/2015	891031 ORTEGA, JIMMIE	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	32.26
					Total :	32.26
108550	1/7/2015	891032 OTREMBA, EUGENE	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	58.58
					Total :	58.58
108551	1/7/2015	891033 POLLOCK, CHRISTINE	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	89.82
					Total :	89.82
108552	1/7/2015	891351 GARCIA, DEBRA	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	275.12

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Bank code :		bank						
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount	
108552	1/7/2015	891351	891351 GARCIA, DEBRA	(Continued)			Total :	275.12
108553	1/7/2015	891352	HADEN, SUSANNA	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127		6.62
							Total :	6.62
108554	1/7/2015	891353	PEAVY, JOSEPH	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127		8.61
							Total :	8.61
108555	1/7/2015	891354	RAMIREZ, ROSALINDA	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127		3.31
							Total :	3.31
22 Vouchers for bank code :		bank					Bank total :	2,272.74
22 Vouchers in this report							Total vouchers :	2,272.74

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108506	1/7/2015	100306 BARNARD, LARRY	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	94.35
					Total :	94.35
108507	1/7/2015	100642 CASTRO, RICO	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	336.03
					Total :	336.03
108508	1/7/2015	100913 DECKER, CATHERINE	JANUARY 2015		CALPERS HEALTH INS. REIMB 070-180-0000-4127	32.26
					Total :	32.26
108509	1/7/2015	100995 DRAKE, MICHAEL	JANUARY 2015		CALPERS HEALTH INS. REIMB 070-180-0000-4127 072-180-0000-4127	8.06 8.07
					Total :	16.13
108510	1/7/2015	100996 DRAKE, JOYCE	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	204.87
					Total :	204.87
108511	1/7/2015	101538 HOUGH, RAY	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	221.00
					Total :	221.00
108512	1/7/2015	101933 LITTLEFIELD, LESLEY	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	32.26
					Total :	32.26
108513	1/7/2015	102206 MILLER, WILMA	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	16.13
					Total :	16.13
108514	1/7/2015	102232 MIURA, HOWARD	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	16.13
					Total :	16.13

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CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108515	1/7/2015	103175 SKOBIN, ROMELIA	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	134.62
					Total :	134.62
108516	1/7/2015	103394 TORRES, RACHEL	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	16.13
					Total :	16.13
108517	1/7/2015	103643 WEDDING, JERRY	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	32.26
					Total :	32.26
108518	1/7/2015	103727 WYSBEEK, DOUDE	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	16.13
					Total :	16.13
108519	1/7/2015	103737 YNIGUEZ, LEONARD	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	145.37
					Total :	145.37
108520	1/7/2015	891010 MAERTZ, ALVIN	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	388.60
					Total :	388.60
108521	1/7/2015	891011 APODACA-GRASS, ROBERTA	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	32.26
					Total :	32.26
108522	1/7/2015	891014 CREEKMORE, CASIMIRA	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	16.13
					Total :	16.13
108523	1/7/2015	891016 DEATON, MARK	JANUARY 2015		CALPERS HEALTH INS. REIMB 070-180-0000-4127	271.42
					Total :	271.42
108524	1/7/2015	891017 ELDRIDGE, WANDA	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	16.13

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108524	1/7/2015	891017 891017 ELDRIDGE, WANDA	(Continued)			
					Total :	16.13
108525	1/7/2015	891020 GLASGOW, ROBERT	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	62.53
					Total :	62.53
108526	1/7/2015	891023 HATFIELD, JAMES	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	58.58
					Total :	58.58
108527	1/7/2015	891024 HOOKER, RAYMOND	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	61.93
					Total :	61.93
108528	1/7/2015	891034 RAMSEY, JAMES	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	275.12
					Total :	275.12
108529	1/7/2015	891035 SHERWOOD, NINA	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	29.29
					Total :	29.29
108530	1/7/2015	891036 WATT, DAVID	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	32.26
					Total :	32.26
108531	1/7/2015	891037 WEBB, NANCY	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	137.56
					Total :	137.56
108532	1/7/2015	891038 WAITE, CURTIS	JANUARY 2015		CALPERS HEALTH INS. REIMB 001-180-0000-4127	91.22
					Total :	91.22
27 Vouchers for bank code : bank						Bank total : 2,786.70
27 Vouchers in this report						Total vouchers : 2,786.70

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: February 17, 2015

Subject: Consideration to Approve a Memorandum of Understanding with Assistance League of Los Angeles for the Court Referred Volunteer Center Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Memorandum of Understanding (MOU) between the City and Assistance League of Los Angeles (Attachment "A" – Contract No. 1778) for the Court Referred Volunteer Center Program (CRVC); and
- b. Authorize the City Manager to execute the MOU.

BACKGROUND:

1. On May 28, 2013, an MOU between City and Volunteer Los Angeles was signed for participation in the Court Referred Community Service (CRCS) Program.
2. In late 2014, staff was notified by Assistance League of Los Angeles (formerly Volunteer Los Angeles) that a new MOU needed to be executed due to the restructuring of the organization's Court Referred Volunteer Center Program (formerly Court Referred Community Center Program).

ANALYSIS:

The Court Referred Volunteer Center Program (CRVC) provides Courts, Probation Departments, and Judicial Authorities with a viable sentencing alternative for individuals convicted of infractions, misdemeanors or felonies. Instead of imposing fines or incarceration for convictions, individuals are offered the alternative to provide community service at participating non-profit agencies. The City has partnered with CRVC for several years and has

Consideration to Approve a Memorandum of Understanding with Assistance League of Los Angeles for the Court Referred Volunteer Center ProgramPage 2 of 2

found this relationship to be of mutual benefit, both for the justice system, sentenced individuals, and the City.

CRVC enables defendants to complete their community service sentences by matching them with non-profit agencies and their program needs. The program allows defendants to make restitution to the communities they have wronged, provides non-profit agencies with volunteer labor and helps instill participants with a sense of civic responsibility by providing them with a better understanding of the consequences associated with violating the law.

Through this program, participating individuals are supervised at all times by a City employee and are allowed to work in various capacities at City Recreation and Public Works facilities. Duties include collecting litter and debris, weed abatement, painting, landscape maintenance, tree maintenance, trash removal from alleys, and additional labor for specific Public Works projects.

Court referrals volunteer Monday through Friday, from 5:00 a.m. to 2:30 p.m. or 6:00 a.m. 3:30 p.m., and from 5 a.m. to 1:30 p.m. on weekends. On average, five volunteers are available each day. Court referrals are responsible for all fees and judicial system mandated requirements associated with participating in this program. Overall, the CRVC Program has had a positive effect on the Public Works Department's continued effort to provide a high level of customer service and improve parks/facilities to the community despite limited resources.

BUDGET IMPACT:

No impact. All costs related to the CRVC Program are the responsibility of individuals participating in program.

CONCLUSION:

It is recommended that the City Council approve the MOU between the City and Assistance League of Los Angeles for the CRVC Program.

ATTACHMENT:

A. Contract No. 1778

**ATTACHMENT "A"**
CONTRACT NO. 1778**COURT REFERRED VOLUNTEER CENTER PROGRAM****PARTNER AGENCY MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is a Contract between Assistance League of Los Angeles ("The League") (formerly Volunteer L.A.) and the Undersigned Agency, which will enable both parties to uphold their partnership related to the Court Referred Volunteer Center ("CRVC") Program (formerly Court Referred Community Service Program). The following will describe the CRVC Program's requirements and regulations to ensure efficient engagement of all Court Referred Volunteers in assisting the community through non-profit and governmental agencies, and shall constitute your (the Agency's) Agreement with The League.

IN ORDER TO RECEIVE COURT REFERRED VOLUNTEERS, THE FOLLOWING REQUIREMENTS MUST BE MET:**Agency Application**

The Agency Application Form must be fully completed; all provided information must be accurate. Any changes and/or additions to authorized supervisors must be immediately disclosed in writing to the Agency Relations Department; if there is a change of management, new supervisors will have to attend an Agency Relations Training.

Nonprofit or Governmental Agency Status & Liability Insurance

To qualify for the CRVC Program, your agency must be a nonprofit organization and provide proof of your agency's tax exempt status: 501(c) 1 - 501(c) 27; the address on the 501(c) 3-501 (c) 27 forms must match the reporting address on the Application Form unless, the nonprofit organization has multiple locations. Alternatively, your agency may be a governmental agency, and must provide documentation verifying your status as a governmental agency. All nonprofit organizations and governmental agencies must provide proof of liability insurance, workers' compensation insurance, and any other insurance policies required by law.

Volunteer Management

- Upon receipt of a Court Referred Volunteer (CRV), agencies may conduct an interview to assess the Court Referred Volunteer's skills and assign them to appropriate duties. Agencies are required to provide the Court Referred Volunteer with a brief description of the type of assignments and tasks. Training must be provided to all Court Referred Volunteers to enable them to accomplish assigned tasks.
- Court Referred Volunteers must be supervised at **all** times.
- Agencies may expel a Court Referred Volunteer at any time. A Court Referred Volunteer may also request to be reassigned at any time.
- Issues arising from Court Referred Volunteers must be immediately documented in writing by submitting an Incident Report Form to the Agency Relations Department. The Court Referred Volunteer must be sent back to one of our CRVC Offices to be reassigned appropriately.
- Agencies are **required** to fill out the **daily log sheets** along with timesheets. Log sheets serve as secondary evidence for hours completed in case we are subpoenaed by the court.
- It is our (Agency Relations Department) understanding that some agencies may have alcohol on their premises; however, a Court Referred Volunteer may not, under any circumstances, serve, consume, or be exposed to alcoholic beverages throughout the entire duration of completing their community service.

Termination from the CRVC Program

Your agency can be terminated at any time for any reason, including but not limited to:

- Failure to follow The League Policies;
- Signing off on hours that were not served by the Court Referred Volunteer
- Allowing Court Referred Volunteers to work past their court due date
- Mistreatment of Court Referred Volunteers
- Exposing Court Referred Volunteers to alcoholic beverages and/or drugs
- Accepting bribes, money, or other items of value
- Consistent errors on Timesheets, Log Sheets, Accident or Incident Report Forms
- Suspension or removal from anything other than active status from California Secretary of State (Business Entities) or Department of Treasury (Internal Revenue Service)
- **Failure to report an accident or incident within one business day**
- Failure to attend Agency Relations Training and or submit a new Application Form every two years

Verification of Court Referred Volunteer Hours

Keeping accurate and complete records of all Court Referred Volunteers that enter your agency is imperative. An authorized supervisor must sign the time sheet. The original copy is to be returned to the Court Referred Volunteer once the hours have been completed. The agency is required to keep log sheets and a carbon copy of all Court Referred Volunteers' timesheet and store them for five (5) years. Only signatures that have been submitted on the Application Form will be valid: **any signature on the timesheet that is not on file will not be applicable for credit.** A separate daily log sheet must be filled out by all court referred volunteers at the beginning and end of every shift.

Displacement of Court Referred Volunteers

Your agency may not assign Court Referred Volunteers to conduct or engage in any type of religious, sectarian, or political activities. Court Referred Volunteers are not allowed to do any door-to-door solicitation. Court Referred Volunteers cannot be utilized to run personal errands at your facility.

Release.

Agency hereby agrees that Agency, its employees, officers, agents and assigns will not make a claim against, sue or attach the property of The League on account of any injury, illness or damages resulting from negligence or other acts, howsoever caused, by any employee, agent or contractor of The League as a result of any act of any volunteer referred to by The League and hereby releases The League from all actions, claims or demands that Agency, its employees, officers, agents and assigns now have or may hereafter have for any injury, illness or damages from any referred volunteer's participation in the volunteer service.

Indemnification

To the extent permitted by law, Agency and The League agree to indemnify and hold each other harmless from and against all claims, demands, damages, actions, causes of action, liability, expenses, including reasonable attorney's fees, and costs actually and reasonably incurred by either party in defense or settlement of any action, lawsuit, or proceeding brought against either party or any of its Boards, Officers, Employees, Agents, Directors or Assigns and Successors in Interest as the result of any act or omission by either party, or any court referred volunteer.

In the event of a third-party loss caused by the negligence, wrongful act or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. Agency and The League agree to provide notice to each other of any such proceeding of which Agency/The League has actual notice as soon as possible (but not more than ten (10) calendar days) after Agency's/The League's receipt of such notice.

Arbitration of Disputes.

Agency understands and agrees that all claims, disputes, and other matters arising out of, or relating to, this Agreement or the performance of any unpaid community service performed under the terms of this Agreement, including but not limited to questions as to whether a matter is governed by this arbitration clause, shall be subject to arbitration. The arbitration will proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), provided such Rules are not inconsistent with the express

provisions set forth in this Agreement or any provision of California law. Agency understands that in agreeing to submit such disputes to arbitration, it is explicitly waiving its right to a jury trial relating to said disputes.

This Agreement shall be construed under the laws of the State of California. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney's fees pursuant to California Civil Code section 1717 and all other litigation costs, including expert witness fees, and all actual attorney's fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment. The Parties submit to jurisdiction and venue in the State of California in any legal proceeding arising regarding this Agreement.

By the execution by an authorized agent of Agency of this paragraph, Agency represents that it has read the foregoing, and fully and completely understands and agree to the provisions stated therein:

Signature: _____

Attorney fees clauses

This Agreement shall be construed under the laws of the State of California. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney's fees pursuant to California Civil Code section 1717 and all other litigation costs, including expert witness fees, and all actual attorney's fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment. The Parties submit to jurisdiction and venue in the State of California in any legal proceeding arising regarding this Agreement.

Governing law

This Agreement is executed in and intended to be performed in the State of California, and the laws of that state (other than as to choice of law) shall govern its interpretation and effect.

Forum selection

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California (without respect to principles of conflict of laws), and the Parties submit to jurisdiction and venue in the State of California, County of Los Angeles in any legal proceeding necessary to interpret or enforce this Agreement or any part of it.

Integration Clause

This Agreement represents and contains the entire understanding of the Parties. There are no representations, covenants, or undertakings other than those expressly set forth in this Agreement. The Parties acknowledge that no Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatever, express or implied, not contained in this Agreement to induce any other Party to execute this Agreement. The Parties acknowledge they have not executed this Agreement in reliance on any promise, representation, or warranty not specifically contained in this Agreement. The Parties, and each of them, further represent and declare they have carefully read this Agreement and know its contents, and that they sign this Agreement freely and voluntarily.

Severability clause

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

Modification

This agreement may be supplemented, amended, or modified by The League at any time, but any supplement, amendment, or modification must be in writing and signed by each party to be bound.

Warranty regarding entities

Agency represents and warrants that it is a duly organized charitable organization, formed under and subject to Internal Revenue Code Sections 501(c)1-501(c)27, or a governmental agency, and existing under the laws of the State of California.

Warranty of authority to execute

Those individuals who are signing this Agreement on behalf of the Agency represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

Compliance with laws and ordinances

Agency will comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out its obligations under this Agreement.

Further assurances

Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of the Agreement and the intent of the Parties to the Agreement.

Effective Date of Agreement

This Agreement shall become effective immediately upon the execution hereof by each of the parties hereto, and time is of the essence in this Agreement.

Counterparts

This Agreement may be executed by facsimile signature, and in counterparts, which when so executed shall be deemed an original, and this Agreement and all its signed counterparts shall constitute one and the same instrument.

Additional Policies

By being a part of our CRVC Program, you must comply with all federal policies and regulations regarding non-discrimination and accessibility, as well as providing a drug-free environment. It is your responsibility to provide a safety briefing to each and every Court Referred Volunteer. Court Referred Volunteers are not allowed to work with or around hazardous materials or chemicals; Court Referred Volunteers may not work under hazardous conditions. Court Referred Volunteers cannot be utilized in any way that can cause a potential accident; they may not operate any kind of vehicle, machinery, and/or power tools. Any breach of these policies will result in an immediate suspension. It is your responsibility to train and monitor all Court Referred Volunteers.

Acknowledgments Regarding Lack of Background Checks and Waiver of Claims Against The League:

I understand, acknowledge and accept that neither The League nor any other organization, agency, including the CRVC program, governmental unit or judicial or Court officer or employee conducts background checks of any kind (including, but not limited to employment histories, criminal charges or convictions, name changes, plea agreements, address changes or credit checks) in relation to any Court Referred Volunteer. While The League may be aware of the present charge, plea or conviction leading to the present Court Referred Volunteer, The League does not and will not have access to any prior changes, convictions or incidents involving said Court Referred Volunteer, including any charges or convictions for violent offences, domestic or other assaults, batteries or offences involving the use or threat of use of violence with or without of the use of any weapon.

I understand all Court Referred Volunteers' information is confidential. I will maintain Court Referred Volunteers' records for five years. I will submit requests to the Agency Relations Department when inquiring on a Court Referred Volunteers' information (case type, offense, due date, birthday, etc.). I will not contact CRVC Offices. Violation of these policies will result in, but not limited to, an immediate dismissal from the CRVC Program.

I have reviewed the aforementioned and agree to abide by all the regulations and requirements.

Signature of Agency Representative	Print Name	Title	Date
Name of Agency	Address	City	Zip Code
Phone Number	Email		

If you have questions regarding this agreement, please contact the CRVC Program's Agency Relations Department at 323-450-5080.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: February 17, 2015

Subject: Consideration to Authorize the Purchase of a Sewer Jetter Truck

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the City Manager to initiate the purchase of one (1) truck-mounted sewer jetter, for an amount not to exceed \$24,604.35 (funded entirely through the Sewer Fund) (Attachment "A"), from Sewer Equipment Company of America; and
- b. Designate Unit # PW-0546, as surplus property and authorize the City Manager to dispose of surplus property and sale.

BACKGROUND:

The City owns and maintains 40 miles of gravity sewer pipes of which 28 miles are more than 50 years old. As part of the recently adopted Sewer System Management Plan (SSMP), the City is required to maintain these pipes on an annual basis. In order to maintain this system a sewer jetter (high pressure water jet system) is used to clean and clear sewer obstructions.

As part of the City's vehicle replacement budget, funding was included for the purchase of one (1) replacement sewer jetter truck for use in the Public Works Sewer Operations Activities Budget. The purchase of this truck will replace one (1) severely outdated sewer jetter trailer that is approximately 35 years old. This replacement will help ensure reliable sewer activities and prompt response in emergency situations. Using an existing competitively bid contract through the City of Santa Monica, the City was able to secure competitive pricing for this vehicle. Funding for this purchase is included in the Fiscal Year 2014-2015 budget utilizing equipment replacement monies entirely in the Sewer Fund.

Consideration to Authorize the Purchase of a Sewer Jetter Truck

Page 2 of 3

ANALYSIS:

During the preparation of the City's Fiscal Year 2014-2015 budget, funding was included for the purchase of one (1) new sewer jetter truck to replace an aging piece of equipment in the fleet. The truck would be used in sewer operational activities in the Public Works Department Sewer Division, including clearing blocked sewer lines in residential, commercial and City-owned sewer systems. The sewer jetter truck will also ensure that the City has a reliable vehicle in the event of emergency situations (i.e., sewer overflows and blockages). In addition, the new sewer jetter truck is expected to have a life span of approximately 25 years.

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

Vehicle #	Department	Year	Make/Model	Mileage
PW-0546	Public Works	1979	Sewer Jetter Trailer	N/A



Unit PW-0546 is a sewer jetter trailer used in sewer operations. This equipment is approximately 35 years old and requires significant ongoing maintenance in order to keep it in operation. The existing jetter has failing weld patches, rust and corrosion that make it difficult to perform existing operations. Such maintenance can at times pose problems when needed for regular work duties.

New Vehicle Purchase

The proposed replacement truck is a high pressure jetter truck, providing the City with a fully functional sewer operations vehicle (Attachment "B"). The proposed truck is of similar design to those used in neighboring communities. Public Works Department staff members actively participated in the selection of this replacement vehicle by surveying and inspecting similar vehicles in neighboring cities. Based on their investigation, it was determined that this vehicle would serve the City well.

As proposed, the City would purchase one (1) new hydrostatic drive/high pressure sewer jetter truck using a competitive bid from the City of Santa Monica (Bid # 304363-000-OP). The total

Consideration to Authorize the Purchase of a Sewer Jetter TruckPage 3 of 3

purchase price for this truck is \$240,604.35. 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.

Schedule

If approved by the City Council, the truck will have an estimated lead time of six (6) months. Based on this, the anticipated delivery date is estimated to be in August 2015.

BUDGET IMPACT:

Funding is included in the City's approved Fiscal Year 2014-2015 budget in the Public Works Department Sewer Division. As proposed, only Enterprise Fund monies in the Sewer Fund would be used for this purchase.

CONCLUSION:

It is recommended that the City Council approve the purchase of this replacement vehicle.

ATTACHMENTS:

- A. Vehicle Specifications and Santa Monica Purchase Order #304363-000-OP
- B. Additional Technical Specifications

ATTACHMENT "A"



Address:
3921 West 139th Street
Hawthorne, CA 90250

Phone: (310) 355-1700
Toll Free: (866) 422-2156
Fax: (310) 355-1711
Web: www.plumbersdepotinc.com

May 28, 2014

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Re: Sewer Jetter Truck, Inter-local cooperative Purchase Offer

To whom it may concern,

In pursuance to your request, Plumbers Depot is pleased to provide pricing on a 2014 Sewer Equipment Co. of America unit with Additions and Deletions to meet City of San Fernando Specifications.

Pricing is based on a bid award from City of Santa Monica, Bid#3003 Hydrostatic Drive-High Pressure Jetter Truck PO# 304363-000-OP and can be used as an inter-local cooperative "Piggyback" purchase.

Pricing is as follows:

Cost to City of Santa Monica	\$244,260.00 (before tax and freight)
Net Cost to City of San Fernando:	\$219,730.00
Sales Tax:	\$20,874.35
Grand Total for City of San Fernando	\$240,604.35

We really appreciate your interest in our products and look forward to working with you in the future. If you have any questions, please do not hesitate to give me a call at 310-259-5542.

Best Regards,

Miguel "Mike" Martin

CITY OF SANTA MONICA

Purchase Order

Date: 8/2/2010

Page: 1

Order Number 304363 - 000 - OP

Branch/Plant C540167

Shipped From: Plumbers Depot Inc
3921 W. 139th St
Hawthorne CA 90250

Ship/Bill To: Fleet Management
2500 Michigan Avenue
Santa Monica CA 90404

Vendor Number: 336127

Ordered 8/2/2010 Freight Requested 8/2/2010 Entered By
Delivery

Refer to 36476-OR, 304330-OP has been canceled and 304363-OP Issued instead.
kn

Line	Rev	Description / Supplier Item	Account Number	Qty	Unit Price	PR UM	Extended Price	Request Date	Order No.	Ty
1	0	Jetter	C540167.589200	3	244,260.00	EA	732,780.00	8/2/2010		
2	0	Delivery	C540167.589200		.00	EA	21,300.00	8/2/2010		

Furnish and deliver three (3) new and unused hydrostatic drive-high pressure sewer jetter trucks (Sewer Equipment of America 800 HPR on a Freightliner M2-112) for Wastewater, Div. 661 as requested by Fleet Management.

To replace Units 15083 (589100), 15359 and 15513 (589200).

ALL IN ACCORDANCE WITH YOUR BID# 3003 DATED APRIL 2, 2010 WHICH IS MADE A PART HEREOF AS SET FORTH IN FULL HEREON.

APPROVED BY CITY COUNCIL ON JULY 27, 2010 (ITEM 1-I).

PRICE CONFIRMED ON 06/10/10.

UNIT PRICE: \$244,260.00

TRAINING: NO CHARGE

WARRANTY: INCLUDED.

TIRE FEE: NO CHARGE.

DELIVERY: \$7,100.00 PER UNIT.

PAYMENT TERMS: 2% NET 20 DAYS

IMPORTANT INSTRUCTIONS - TRANSPORTATION CHARGES MUST BE PREPAID ON ALL PURCHASES WHERE F.O.B. POINT IS OTHER THAN SANTA MONICA, CA. THESE CHARGES MAY BE ADDED TO VENDOR'S INVOICE AND SHOWN AS SEPARATE ITEM.

- ☒ VENDOR DOES NOT REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE.
- ☐ VENDOR DOES REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE. VENDOR'S LICENSE NUMBER IS _____
- ☐ VENDOR DOES REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE BUT HAS NOT YET OBTAINED ONE. VENDOR HAS BEEN NOTIFIED BY _____ THAT NO PAYMENT WILL BE MADE UNTIL VENDOR FURNISHES EVIDENCE OF A CURRENT CITY OF SANTA MONICA BUSINESS LICENSE TO THE CITY'S FINANCE DEPARTMENT. CALL (310) 458-8745 FOR AN APPLICATION.

BY: 

BUYER

TEL: (310) 458-8281

FAX: (310) 393-6142

CSM0002A
Reprint a Purchase Order

PURCHASING SECTION - 1717 FOURTH STREET, SUITE 250, SANTA MONICA, CA 90401

CITY OF SANTA MONICA

Purchase Order

Date: 8/2/2010

Page: 2

Order Number 304363 - 000 - OP

Branch/Plant C540167

Shipped From: Plumbers Depot Inc
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kn

Line	Rev	Description / Supplier Item	Account Number	Qty	Unit Price	PR	Extended Price	Request Date	Order No	Ty
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DELIVERY WITHIN: 180-210 DAYS ARO

PLEASE CONTACT RICK SIKES AT 310-458-8514 TO MAKE DELIVERY ARRANGEMENTS.
DELIVERY ADDRESS: 2500 MICHIGAN AVE., SANTA MONICA, CA.

VENDOR CONTACT: JOSE MARTIN

VENDOR PHONE: 310-355-1700, 866-422-2156

VENDOR FAX: 310-355-1711

VENDOR EMAIL: JOSE.MARTIN@PLUMBERSDEPOTINC.COM

Subtotal 754,080.00

Tax Group Summa

Y)Taxable	9.750 %	732,780.00	71,446.05
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Term Due Upon Receipt	Tax Rate	Sales Tax	71,446.05	Total Order: \$	825,526.05
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IMPORTANT INSTRUCTIONS - TRANSPORTATION CHARGES MUST BE PREPAID ON ALL PURCHASES WHERE F.O.B. POINT IS OTHER THAN
SANTA MONICA, CA. THESE CHARGES MAY BE ADDED TO VENDOR'S INVOICE AND SHOWN AS SEPARATE ITEM.

☐ VENDOR DOES NOT REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE.

☐ VENDOR DOES REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE. VENDOR'S LICENSE NUMBER IS _____

☐ VENDOR DOES REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE BUT HAS NOT YET OBTAINED ONE. VENDOR HAS BEEN NOTIFIED
BY _____ THAT NO PAYMENT WILL BE MADE UNTIL VENDOR FURNISHES EVIDENCE OF A CURRENT
CITY OF SANTA MONICA BUSINESS LICENSE TO THE CITY'S FINANCE DEPARTMENT. CALL (310) 468-8746 FOR AN APPLICATION.

BY: 

BUYER

TEL: (310) 468-8281

FAX: (310) 393-8142

CSM6002A
Reprint a Purchase Order

PURCHASING SECTION - 1717 FOURTH STREET, SUITE 250, SANTA MONICA, CA 90401

Phone: (310) 355-1700
Toll Free: (866) 422-2156
Fax: (310) 355-1711
Web: www.plumbersdepotinc.com

Additions to Meet City of San Fernando Specifications:
 Increase to 1800 Gallon Duraprolene (Black) Water Tank
 Upgrade Duraprolene Water Tank from Standard 7 years Warranty
 To 10 year Warranty on 1500 Gallon Unit
 Engine/Water Pump Compartment Light
 LED Flood Light (Factory Standard)
 LED Stop /Tail/ Turn Lights
 LED Strobe Light (Factory Standard)
 Led Arrow Stick (Factory Standard)
 LED Arrow Board (Factory Standard)
 Handheld Wireless 12v/110v Rechargeable LED Spotlight with Storage Bracket
 Remote Control Pendant (with Hose Reel F-N-R- Control, Throttle U/Down,
 Water Off/On, Kill Switch) Includes Manifold Hydraulics
 Standard White Paint
 Long Handle Tool Storage (Two (2) 4" Tubes)
 Upgrade System to 80GPM at 2,500 Psi Water Pump
 Automatic Level Wind with Hydraulic Up/Down Action
 Digital "Smart Counter" Footage Meter
 Testing Fee (for unit Ordered without Hose)
 Upgrade to Aluminum Shroud
 Deduct to Remove Compartment Heater

Net Cost to City of San Fernando:	\$219,730.00
Sales Tax:	\$20,874.35
Grand Total for City of San Fernando	\$240,604.35

We really appreciate your interest in our products and look forward to working with you in the future. If you have any questions, please do not hesitate to give me a call at 310-259-5542.

Best Regards,

Miguel "Mike" Martin

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: February 17, 2015

Subject: Consideration to Approve the Agreement for Local Government Match Grant Program with South Coast Air Quality Management District for Compressed Natural Gas (CNG) Fueling Station Improvements

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Agreement for Local Government Match Grant Program with South Coast Air Quality Management District (Attachment "A" – Contract No. 1783 / SCAQMD Contract No. ML 14062) to fund improvements to the City's compressed natural gas fueling station; and
- b. Authorize the City Manager to execute the Agreement.

BACKGROUND:

1. In 2008, the City was awarded a Federal grant of approximately \$1.6 million to improve the City's existing CNG fueling station at 120 Macneil Street and purchase new transit vehicles.
2. On December 31, 2013, City staff submitted a Mobile Source Air Pollution Review Committee (MSRC) Clean Transportation Funding grant application for the 2013 Local Government Match Program to fund construction of a new, City-owned CNG fueling station in the vicinity of Truman Street and San Fernando Mission Boulevard. As proposed, funding from the Local Government Match Program would be leveraged against Federal grant monies and local Assembly Bill (AB) 2766 funds to build the fueling station. However, in order to come to fruition, the City would need to receive approval to modify the scope of its Federal grant award in order to complete the project.
3. In October 2014, after extensive conversations with Metro (administering agency for the Federal grant), the City was informed that changing the project scope of the grant award would require additional environmental review/permitting, as well as approval from the Federal Transit Administration. In reviewing these issues with Metro, it was determined

Consideration to Approve the Agreement for Local Government Match Grant Program with South Coast Air Quality Management District for Compressed Natural Gas Fueling Station ImprovementsPage 2 of 3

that these reviews would take too long to meet project deadlines of Fall 2015 that were contained in the Federal grant.

4. Due to these timing constraints, the City asked the MSRC if grant funding through the Local Government Match Program could be used to repair/improve the City's existing CNG station at 120 Macneil Street. The MSRC asked that the City make a request in writing (Attachment "B") and that the request would be further reviewed/considered.
5. In November 2014, the City was notified by the MSRC and South Coast Air Quality Management District (SCAQMD) that funding was approved to improve the City's CNG fueling station.

ANALYSIS:

The MSRC, a division of Air Quality Management District (AQMD), makes recommendations to the SCAQMD as to clean air programs/projects to be funded using Assembly Bill (AB) 2766 Subvention fund discretionary monies. Funding through this program is available to cities and counties within the SCAQMD service area. Programs/projects eligible for funding include alternative fuel infrastructure and the replacement of heavy-duty vehicles with clean burning equipment. Using these discretionary funds, agencies are able to leverage local monies on a dollar-for-dollar basis to complete clean air projects.

The City submitted an application to MSRC under the Local Government Match Program requesting approximately \$387,000 to complete facility upgrades to the City's existing CNG fueling station. As proposed, these matching funds would be leveraged against federal grant funds and the City's local AB 2766 funds to complete capacity and facility enhancements to the City's CNG station at 120 Macneil Street. This request was approved by the MSRC and AQMD in late 2014.

The improvements to the existing CNG fueling station are estimated to cost approximately \$1.8 million and will be funded from the following sources:

2008 TEA-21 Grant	\$1,009,168
MSRC Local Match Funding	387,091
<u>AB 2766 Subvention Local Funds</u>	<u>387,091</u>
TOTAL	\$1,783,350

If approved by the City Council, staff will initiate efforts to move forward this Spring with design/construction of enhancements at the City's CNG fueling station at 120 Macneil Street. It is estimated that the Council will review these design/construction alternatives later in Spring 2015.

Consideration to Approve the Agreement for Local Government Match Grant Program with South Coast Air Quality Management District for Compressed Natural Gas Fueling Station ImprovementsPage 3 of 3

BUDGET IMPACT:

This project will be funded entirely using grant monies. This action will provide additional General Fund relief because improvements to the City's fueling station at 120 Macneil Street would have otherwise been funded using General Fund monies in the upcoming Fiscal Year 2015-16 City budget.

Additionally, as planned, staff will work to program remaining AB 2766 local funds (approximately \$125,000) towards other clean air programs/infrastructure including hybrid vehicles and electric vehicle charging stations. This will help to broaden the City's support of alternative fuels to include both compressed natural gas and electric powered transportation options.

CONCLUSION:

It is recommended that the City Council approve the proposed grant Agreement for CNG fueling station improvements.

ATTACHMENTS:

- A. Contract No. 1783 (SCAQMD Contract No. ML 14062)
- B. Letter to MSRC (October 27, 2014)



**South Coast
Air Quality Management District**



Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

ATTACHMENT "A"
Contract No. ML14062
SF CONTRACT NO. 1783

AB 2766/MSRC LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of San Fernando (hereinafter referred to as "CONTRACTOR") whose address is 117 North Macneil Street, San Fernando, California 91340.
2. RECITALS
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application dated December 31, 2013.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. DMV FEES - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.
4. AUDIT AND RECORDS RETENTION
 - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
 - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for seventy eight (78) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, the EARLY TERMINATION clause, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. EARLY TERMINATION - This Contract may be terminated early due to the following circumstances: The infrastructure identified in Attachment 1, Statement of Work, becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.

10. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.
11. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
 - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
 - C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
12. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.
13. DISCLAIMER OF WARRANTY - The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.
14. PAYMENT
- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of Five Hundred Thousand Dollars (\$500,000) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.

- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- 1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
 - 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
 - 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 - 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
15. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
16. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits

funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

17. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:

South Coast Air Quality Management District

21865 Copley Drive

Diamond Bar, CA 91765-4178

Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:

City of San Fernando

117 North Macneil Street

San Fernando, California 91340

Attn: Kenneth Jones, email: kjones@sfcity.org

18. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

19. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
20. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.
21. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
22. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
23. ASSIGNMENT AND TRANSFER OF EQUIPMENT
- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this**

Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.

24. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
25. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
26. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
27. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
28. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
29. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
30. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
31. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
32. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
33. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract

shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

34. PREVAILING WAGES - CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
35. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
36. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

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Contract No. ML14062

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF SAN FERNANDO

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: 

//MSRC Master Boilerplate
Revised April 10, 2014

October 27, 2014

Cynthia Ravenstein
MSRC Contract Administrator
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-418

Subject: Agreement Modification Request – Grant Agreement ML14062

Dear Cynthia,

Thank you for your consideration regarding the City of San Fernando's request to modify pending grant agreement ML14062. The scope of work in this agreement includes the construction of a new CNG fueling facility. Modifications to the scope of work are requested as follows:

Change in Project Site

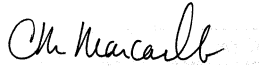
The initial scope of work included the construction of a new CNG fast fuel facility at the corner of Truman Street and San Fernando Mission Boulevard, in the City of San Fernando. After further review, it has been determined that this location will not be suitable for development of a new CNG facility due to site space constraints, land use compatibility with other development projects, and schedule constraints with other grant funding sources.

We would respectfully request your approval to utilize this grant to expand services at the City's existing CNG fueling facility at 120 Macneil Street, in the City of San Fernando. This facility supports the City's transit operations and receives considerable use from other public agencies and the general public. The facility has been in service since 2007 and is in need of several upgrades to make it compatible with its current level of use.

As proposed, the 120 Macneil Street fueling facility would be retrofitted with two (2) high capacity compressors, three (3) additional above ground storage tanks, two (2) fuel dispensers with integrated card swipe functions, a card reader system, a temperature compensation system, security system upgrades, and driveway/landscaping site improvements, among others. These proposed revisions will revise the City's request of MSRC Local Matching grant funds to \$387,091. Attached documents include additional information regarding the Macneil Street fueling facility, estimated project budget, and project funding sources.

Thank you for your consideration of this request. If you have any questions or require any additional information, please contact me at (818) 898-1222.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Marcarello", written over a faint rectangular grid background.

Chris Marcarello
Deputy City Manager

Attachments:

1. 120 Macneil Street Fueling Station
2. Estimated Project Budget and Schedule

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: February 17, 2015

Subject: Consideration to Approve Baseball Fields and Concession Stand License Agreements for Youth Baseball Leagues

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the City Manager to execute a Baseball Fields and Concession Stand License Agreement (Attachment "A" – Contract No. 1780) with Santa Rosa Baseball League (SRBL) to grant access to use park facilities at Las Palmas Park; and
- b. Authorize the City Manager to execute a Baseball Fields and Concession Stand License Agreement (Attachment "B" – Contract No. 1781) with San Fernando National Little League (SFNL) to grant access to use park facilities at Pioneer/Recreation Park.

BACKGROUND:

1. In July of 2013, the Parks, Wellness, and Recreation Commission adopted priorities for Fiscal Year (FY) 2013-2014, which included a study into a profit sharing agreement for organizations utilizing park concession stands. The Recreation and Community Services (RCS) Operations Manager recommended to table any study until the department could provide a detailed update on the operations of the Santa Rosa Baseball League and the San Fernando National Baseball League (hereon referred to as the "Leagues").
2. On February 11, 2014, the RCS Operations Manager presented an update on the Leagues' operations at the Parks, Wellness, and Recreation Commission meeting (Attachment "C"). The update also provides a summary of activities dating back to 2008 related to field usage, field maintenance, impact fees and concession stands operations.
3. On February 18, 2014, the City Attorney recommended that the standard Facility-Use Agreement (Attachment "D") utilized by the RCS Department for use of the baseball fields and concession stands be amended and approved by City Council.

Consideration to Approve Baseball Fields and Concession Stand License Agreements for Youth Baseball Leagues

Page 2 of 3

4. On March 3, 2014, City Council approved Contract No. 1735 with Santa Rosa Little League and Contract No. 1736 with San Fernando National Little League for use of baseball fields and concession stands.
5. As of January of 2015, RCS Staff have updated the Facility-Use Agreements to reflect the 2015 youth baseball seasons.

ANALYSIS:

Youth Baseball Leagues

The City is the home of two Leagues that provide services to approximately 600 youth in the Northeast San Fernando Valley. The Leagues include the following:

- Santa Rosa Baseball League
 - Field use: Las Palmas Park, located at 505 South Huntington Street, which includes four baseball fields, one concession stand, and occasional meeting rooms.
 - Months of Activity: January - June, and December
- San Fernando National Little League
 - Field use: Pioneer Park, located at 828 Harding Avenue, which includes two baseball fields and one concession stand and; Recreation Park located at 208 Park Avenue, which includes one baseball field.
 - Months of Activity: January - June, and September – December

Concession Stand Operations

The City has four concession stands located at park facilities that include: Recreation Park, Las Palmas Park, Pioneer Park, and the San Fernando Regional Pool Facility. There are a total of two concession stands that are utilized by the Leagues for approximately seven to ten months per year. The Leagues benefit from using these concession stands by generating revenue to pay for umpire fees and other ancillary expenses not covered by registration charges. For years, the Leagues would sell/serve cooked food items, including hot dogs, hamburgers, nachos, and french fries in the concession stands.

However, the Leagues were notified in 2008 by the Los Angeles County Department of Public Health, Environmental Health (LACDPHEH) regarding existing food safety and food facility requirements for concession stands (Attachment “E”). According to the LACDPHEH’s guidelines, the concession stands at City parks are for the sale/serving of pre-packaged food only. Since 2009, the City and LACDPHEH have been working together with the Leagues to identify possible

Consideration to Approve Baseball Fields and Concession Stand License Agreements for Youth Baseball LeaguesPage 3 of 3

solutions. These included organized meetings between LACDPHEH and the Leagues representatives that resulted in the completion of minor upgrades to the concession stands, thus allowing the Leagues to sell/serve pre-packaged food as permitted by LACDPHEH.

Proposed License Agreements

The proposed License Agreements for each of the Leagues provide a detailed contract outlining the facility usage of the park fields, concession stands, and meeting rooms. In addition, there is revised language that pertains to facility rules and procedures for concession stands, facility fees, insurance requirements, liability, and indemnification provisions.

BUDGET IMPACT:

There will be no budget impact to the FY 2014-2015 General Fund. All expenses for maintenance of the baseball fields have been budgeted.

CONCLUSION:

Since 1948, the City has provided youth organizations access to local public parks and fields so that children may benefit from recreational sport activities. The City is committed to this tradition by continuing to collaborate with the youth Leagues. The proposed use agreements for the corresponding City ball fields and concession stands are intended to provide greater clarity and assurance to both the City and the Leagues on the roles and responsibilities of both parties under which the City is providing the Leagues with continued access to said City facilities. Therefore, it is City staff's recommendation that the City Council authorize the City Manager to execute a Baseball Fields and Concession Stand License Agreement with each of the Leagues to grant access to use park facilities in the City.

ATTACHMENTS:

- A. Contract No. 1780 - License Agreement with SRBL
- B. Contract No. 1781 - License Agreement with SFNL
- C. Parks, Wellness, and Recreation Commission: League Update
- D. Standard Facility Use Agreement
- E. Letter from LACDPHEH

ATTACHMENT "A"
CONTRACT NO. 1780

**NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF CITY OF SAN FERNANDO
LAS PALMAS PARK BASEBALL FIELDS AND CONCESSION STAND**

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF LAS PALMAS PARK (this "**Agreement**") is made and entered into as of February 17, 2015, by and between the CITY OF SAN FERNANDO, a California municipal corporation ("**City**"), and the SANTA ROSA BASEBALL LEAGUE, a non-profit organization ("**League**"), and with respect to the following:

RECITALS:

WHEREAS, City and League have common goals to promote and provide adequate community recreation and education programs that contribute to the health and general welfare of the San Fernando community, and otherwise encourage the development of good citizenship and enhance the quality of life, of the residents of City;

WHEREAS, League is a youth baseball organization located within the City of San Fernando; and

WHEREAS, City owns and operates the Las Palmas Park (the "Facility"), located at 505 South Huntington Street in the City of San Fernando; and

WHEREAS, League desires to use the Facility for recreational purposes, specifically, for practices and games for the League's youth participants; and

WHEREAS, League has requested the use of four baseball fields, indoor space, and one concession stand at the Facility; and

WHEREAS, City is willing to provide access to the requested 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 meeting of February 17, 2015 as part of the conditions of approval for the League's use of the Facility.

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 the League hereby agree as follows:

1. FACILITY.

1.1. Availability for Youth Baseball League Use. Except as otherwise provided herein, the League shall have a non-exclusive license to use the Facility for purpose conducting youth baseball games and certain specified food concessions in

connection with the conduct of such baseball games for a period of time commencing on February 17, 2015 through August 28, 2015 and from December 3, 2015 through December 18, 2015.

1.2. The City shall provide the League, on a non-exclusive basis, access to four baseball fields at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. Leagues right of access and use to the Facility shall be non-exclusive and shall at all times be subordinate and subject to City's ownership rights in the Facility and the underlying real property where the Facility is located.

1.3. The City shall provide the League access to one (1) concession stand at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. The City desires to protect the health and safety of all persons in attendance during the League's use of the Facility and therefore the League's permitted use of the concession stand shall be subject to the following terms and conditions:

- A. The League shall comply with all terms of the Rental and Usage Terms set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- B. The League shall provide to City, no later than seven (7) calendar days prior to any event at which food will or may be sold from the concession stand, a copy of all applicable permits issued by the Los Angeles County Department of Public Health (LACDPH) for the sale of foods at the Facility concession stand. The League agrees that all such permits issued by the LACDPH to the League shall remain valid and in good standing at all times during the usage period set forth under Section 1.1, above and Section 4, below. Under no circumstances shall League engage in any food sales or food preparation activities that are not expressly authorized under any and all valid and operable permits that have been issued to League by the LACDPH or that do not otherwise comply with the City's Rental and Usage Terms or the San Fernando Municipal Code. In the event of any conflict or inconsistency between the terms of any permit issued by the LACDPH and the terms of the Rental and Usage Terms or the San Fernando Municipal Code, the more restrictive policy in terms of authorized uses or activities shall govern and control. The terms and conditions of the permits issued to the League under subsection 1.3(B) above are hereby incorporated by reference in this Agreement. Failure to adhere to the terms and conditions of said permits shall be a breach of this Agreement pursuant to section 5.2 below and City reserves the right to terminate this

Agreement and the use authorization set forth herein and/or suspend the League's use of the concession stand until the League has demonstrated to City's satisfaction that it will comply with the conditions of section 1.3 of this Agreement. City also reserves the right during the pendency of any proceedings to revoke or suspend any permit issued to the League by the LACDPH, the League shall refrain from selling any foods which would have otherwise been authorized by the suspended or revoked permit. Failure to comply with this subsection D shall be a breach of this Agreement under section 5.2 below and City reserves the right to immediately suspend the League's use of the concession stand to sell certain foods, or use of the concession stand in its entirety, until the League has provided City with a true and correct copy of valid and appropriate permit.

Should City become aware of any allegations of the League selling foods that are not authorized by a valid permit issued by the LACDPH to the League, City shall report said allegation to the LACDPH. City shall provide the League with written notice of the allegation and a copy of the report submitted to the LACDPH.

1.4 The City shall provide the League access to the indoor facilities once per month at the Facility for League sponsored board meetings stated in Usage Hours of Operation (Exhibit "A") without programming overlap. Meetings are subject to availability of dates and times as determined by City in its sole and absolute discretion. All meetings shall be scheduled during regular business hours. Staff time will be charged if meetings are scheduled during non-business hours.

1.5 The League will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit "B".

1.6 The League will provide the City with a practice and game schedule as soon as reasonably possible but in no event later than seven (7) days prior to opening day.

1.7 League shall be permitted to hang up league banners and advertisement banners at the Facility for League purposes as set forth in Banner Program Guidelines in Exhibit C, attached hereto and incorporated herein by this reference.

1.8. League shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule Exhibit "D", attached hereto and incorporated herein by this reference.

1.9. City shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule as set forth in Exhibit "D", attached hereto and incorporated herein by this reference.

1.10 Right of Entry – If the League would like to perform any modifications and improvements to the Facility, it may request a Right of Entry Permit (ROE). A ROE permit will be required if League desires to make any modifications and/or improvements to the Facility. A ROE will require a license agreement between the City and League prior to commencement of any modifications and/or improvements to the Facility. To initiate meetings regarding a ROE, please write a request in writing to the City of San Fernando and address to the City Manager and copy Ismael Aguila, Recreation and Community Services Operations Manager.

2. LIABILITY & INDEMNIFICATION.

2.1 League agrees to be financially responsible for all destruction of, damage to, or unnecessary abuse of City buildings, grounds or equipment in any way arising out of the use of occupancy thereof by the League.

2.2 The League 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 an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of the League, 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 each season, the League shall also require all of its players and coaches to submit properly executed individual waivers containing similarly indemnifications listed in 2.1 holding the City and its officials and employees harmless from any liability associated with their use of the Park or any City-owned practice facilities used by League. Refer to Exhibit "E" for liability sample.

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

- A. League 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 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 City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of City.

- B. League 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 League, City may take out the necessary insurance and pay, at League expense, the premium thereon.

3.2 Certificate. League shall supply City with a Certificate of Insurance as a precondition to commencing any activities at the Facility.

3.3 Waiver. League waives any and all rights of recovery against City for loss of, or damage to, League's property or the property of others under League's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. League 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 sent forth herein shall commence February 17, 2015 and end December 18, 2015, unless earlier terminated in accordance with 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 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 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. The League 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 the League 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, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League 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 three (3) 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, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League 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.
 - iii. In addition to any other failure on the part of the League to adhere to any term or condition set forth under this Agreement and its Exhibits (or where the League fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an Event of Default on the part of the League shall include, but shall not be limited to the following: (i) the League's refusal or failure to maintain valid LACDPH permits for the sale of its food at the Facility concession stand; (ii) the League'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) the League's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation, including but not limited to the conditions, restrictions or prohibitions set forth in any permit issued

to the League by the LACDPH; (iv) the League's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by the League relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by the League within forty-five (45) calendar days of the League'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.
- D. CITY, in its sole and absolute discretion, may also immediately suspend the League's access and use of the Facility under this Agreement pending the League's cure of any Event of Default by giving the League written notice of CITY's intent to suspend the League's access and use of the Facility (hereinafter, a "Suspension Notice"). 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 the League's access to portions of the Facility that the League 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 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 CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to the League, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to the League, the CITY may suspend or terminate the League's access and use of a portion of the Facility 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 the League's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy. The League 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 the CITY is in breach of this Agreement, the League's 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 voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6. **NONDISCRIMINATION.** League 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 Facility. A copy of the League's non-discrimination policy will be provided prior to opening day.

7. **FEES AND CHARGES.**

7.1 **Fees.**

- A. For each League season, the CITY will charge the League for use of the Facility an impact fee of \$15.00 per youth enrolled in the Leagues program. Impact fees are determined by CITY Council and are subject to change at their discretion. The League shall submit a roster no later than April 15, 2015.
- B. League shall obtain and maintain, at its sole cost and expense a non-profit status as required by State and Federal law.
- C. League shall ensure that a minimum of Fifty Percent (50%) of the youth participating in the League are residents of the CITY.
- D. The League shall annually disclose the cost of registration for the League participants to the CITY each prior to the beginning of each season.

- E. The League agrees to submit to the CITY a map showing the geographical area that comprises its district. CITY shall provide, upon the League's request, a current street map index in order to allow verification of CITY residency.
- F. The League will submit a report to the CITY by April 15, 2015 containing the following information: the number of children registered, their ages, the number of teams, any special honors earned, special programs, camps or clinics held, the number of CITY residents registered, and the cost of registration.
- G. League agrees to compensate the CITY for the use of the Facility provided under this Agreement, and Leagues agrees to accept in full satisfaction for use of such facility.

7.2 Billing. CITY shall submit to the League an invoice, at the completion of the term of the Agreement, for the use of the Facility provided pursuant to this Agreement. Any invoice dispute for facilities/services provided shall be submitted within ten (10) business days of receipt of the invoice.

7.3 Method of Payment. Impact Fees shall be paid prior to November 2, 2015 for facility use.

8. **APPLICABLE LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. **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: Santa Rosa Baseball League
9831 Sepulveda Blvd., #18
North Hills, California 91343
Attention: Marcos Martinez
Email: srcbl@yahoo.com

City: City of San Fernando
117 Mcneil Street
San Fernando, California 91340
Attention: Ismael Aguila, RCS Operations Manager
Telephone: (818) 898-1290
email: iaguila@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.

10. **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.

[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 ____ day of _____, 2014.

CITY OF SAN FERNANDO

SANTA ROSA BASEBALL

Fred Ramirez
City Manager

Santa Rosa Baseball League
By: _____

ATTEST:

Elena G. Chavez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

--- EXHIBITS FOR BASEBALL LEAGUES FACILITY USE AGREEMENTS ---

EXHIBIT "A"**Usage Hours of Operation****Baseball fields & Concession Stand (Pre-Season)**

Event	Date (s)	Description/Notes
Field #1	Refer to 1.1	M-F: evening use, Sat: All day use
Field #2	Refer to 1.1	M-F: evening use, Sat: All day use
Field #3	Refer to 1.1	M-F: evening use, Sat: All day use
Field #4	Refer to 1.1	M-F: evening use, Sat: All day use
Concession Stand	Refer to 1.1	M-F: evening use, Sat: All day use

Baseball fields & Concession Stand (Regular Season) _____ to _____

Event	Date (s)	Description/Notes
Field #1	Refer to 1.1	M-F: evening use, Sat: All day use
Field #2	Refer to 1.1	M-F: evening use, Sat: All day use
Field #3	Refer to 1.1	M-F: evening use, Sat: All day use
Field #4	Refer to 1.1	M-F: evening use, Sat: All day use
Concession Stand	Refer to 1.1	M-F: evening use, Sat: All day use

Meeting Dates (Indoor Facility)

Event	Date (s)	Description/Notes
Board Meetings	TBD	
Coaches Meetings	TBD	
Parent Meetings	TBD	

Keys Events

Event	Date (s)	Description/Notes
Opening Day	March 7, 2015	<ul style="list-style-type: none"> • Event gathers high volume of participants. • <u>Special Event Application required and due 45 days prior to event.</u>
Closing Ceremony	June 2015	<ul style="list-style-type: none"> • Event gathers high volume of participants. • <u>Special Event Application required and due 45 days prior to event.</u>
Movie Night	TBD	<ul style="list-style-type: none"> • <u>Special Event Application required and due 45 days prior to event.</u>
Toys for Tots	December 2015	<ul style="list-style-type: none"> • Event gathers high volume of participants • No event application required.

EXHIBIT "B"**RENTAL AND USAGE TERMS**

1. The League further states that, to the best of his/her knowledge, the CITY property, for use of which application is hereby made, will 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. Agreement is only good for activities and times stated. Any additional activities and/or hours will require submission of appropriate application.
3. The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in CITY facilities. **NO SMOKING** is allowed on or in CITY facilities. Betting and/or other forms of gambling is **NOT ALLOWED**.
4. Responsible adults (**21 years or older**) must be present **AT ALL TIMES** when a group of minors are using the facilities.
5. The League shall have a copy of this agreement available on site at all times.
6. Arrival of set party **shall not** be earlier than set time on the application. Departure of set party **shall not exceed** set time on application. Set-up/Clean-up time **MUST** be accounted for in the set time of the contract. A penalty charge **will be assessed** if arrival is earlier or if departure is later than set time.
7. Persons in attendance shall restrict their activities to those facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
8. There will be **no storage provided**. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, and etcetera). 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 facilities in the **same condition** as found. Such condition to be determined by an authorized representative. Failure to comply will result in forfeiture of damage/cleaning deposit and may result in a penalty fee if time exceeds contract time. If the League leaves the facilities in same conditions as found a \$250 credit will be applied to the yearly impact fee invoice.
10. The CITY'S Public Works Department will schedule a mandatory maintenance training for the League. A minimum of 50% of coaching staff and League representatives are required to attend. If the League complies with mandatory maintenance training a \$250 credit will be applied to the yearly impact invoice.

11. Keys can only be used during permit hours. All keys shall be returned upon expiration of permits. Failure to return keys shall result in a fee for key replacement and may result in a fee for re-keying of facilities.
12. The League 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 permit.
13. The League and/or their representatives shall promptly report any deficiencies of facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
14. The League and/or their representatives shall arrive with sufficient amount of time to inspect facilities and allow for repairs.
15. The League and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field and filling small divots. The CITY shall provide materials and secure means for storage on site. Public Works will host a Maintenance Workshop at Pioneer Park at a later date to be determined. Refer to Exhibit "D" for further details.
16. Use of snack bar requires compliance of all local and state regulations and permits, which includes a Los Angeles County Health Department Public Health Permit that is to be posted at the snack bar at all times during operation.
17. The snack bar is to be used to sell/serve prepackage foods only as required by the California Retail Food Code and the Los Angeles County Department of Public Health/Environmental Health.
18. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 1:00 p.m. and will be forwarded to the CITY'S Public Works Department that same day. The following is the contact information for the main office:

(818) 898-1290

Monday through Thursday 9:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m.

Friday Closed

Any repair inquiries placed after 1:00 p.m. will be addressed the following business day. Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies dial 911.

EXHIBIT "C"**Banner Program Guidelines**

- Subject to the terms and conditions set forth in this Agreement, the League shall be permitted to operate a banner program that will include managing the sales, ordering (if necessary), installation, maintenance, removal and disposal of banners in specified locations in baseball fields or on Facility (the "banner advertising program"), as more particularly described below.
- Except as otherwise authorized by CITY in writing, the League shall, at its sole cost and expense, furnish all materials and equipment, excluding CITY park equipment, that may be required for Banner Program under to this Agreement.
- This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.
- League shall make all documents, invoices and other records maintained by the League in connection with this Agreement available to CITY for review and audit upon twenty-four (24) advance notice. CITY may conduct such review and audit at any time during League's regular working hours.
- CITY shall provide the League with all pertinent data, documents and other requested information as is reasonably available for the proper performance of League services.
- At completion of the season, the League shall provide the CITY a summary report of revenues generated from Banner Program.
- In the event any claim or action is brought against the CITY relating to the League's performance in connection with this Agreement, the League shall render any reasonable assistance that the CITY may require.
- League shall remove and dispose of all banner advertisements, excluding League banner advertisements, placed in baseball fields or on the Facility within ten (10) calendar days of the effective date of termination.

ADVERTISING GUIDELINES. CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facility are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. League shall not accept and/or display advertisements:

- 1.1.1. That involve tobacco or tobacco related products;
- 1.1.2. That involve alcohol or alcohol related products;

1.1.3. That involve unlawful or illegal goods (including drugs), services or activities;

1.1.4. That involve “junk food” products (for purposes of these guidelines “junk food” means food that is high in calories, fat and/or salt and with low nutritional values);

1.1.5. That relate to an adult business (for purposes of these guidelines “adult business” shall have the meaning set forth in Section 106-1022 of Division 2 of Article VI or Chapter 106 of the San Fernando City Code);

1.1.6. That relate to political campaigns or political issues;

1.1.7. That relate to religious issues;

1.1.8. That imply endorsement of any goods, services, or activities by CITY;
or

1.1.9. That infringe on any copyright, trade or service mark, title or slogan.

Violation of Advertising. League shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by CITY.

Advertising Guidelines. CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to the League.

ADVERTISING SPACE. League shall be responsible for the installation, removal and off-site disposal of banner advertisements. CITY reserves the right to approve all materials, dimensions and locations of banner advertising to be placed in the locations identified in Section 2.1 below.

Banner Advertisement Placement. League may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Las Palmas	1, 2, 3	Dugouts, backstops
Las Palmas	1	bleachers
Las Palmas	1	scoreboard

League, at no cost to the CITY, shall provide additional hardware as needed to prepare the locations identified above for the installation of banner advertisements. All additional hardware, once installed, shall become the CITY's property and shall not be removed by League, unless requested by the CITY. League shall provide the City

Representative with photographic record of installed banner advertisements within three (3) business days of installation.

Banner Advertisement Dimensions. Excluding CITY banner advertisements, all banner advertisements shall meet the following dimension requirements:

Park	Location	Maximum Dimensions
Las Palmas	Outfield fences	12ft x 3.5ft
	Dugouts	12ft x 3.5ft
	Bleachers	12ft x 3.5ft
	Scoreboard	15ft x 5ft

City Use of Banner Advertisement Locations. CITY may advertise or promote CITY programs and events at one (1) or more of the advertising locations identified above at no cost to the CITY. CITY shall provide League with a minimum fifteen (15) day advance notice, specifying the program or event and the dates for posting, prior to the installation date of the CITY's banner advertisement.

BANNER ADVERTISING MATERIALS. All banner advertising materials shall be of the highest industry standards. All banner advertisements shall be affixed using short-term removable material.

CHANGE OF BANNER ADVERTISEMENT. The change out of banner advertisements is League's sole responsibility and shall be performed Mondays through Sunday (when fields are not in use) during the hours of 8 a.m. and 6:00 p.m.

BANNER ADVERTISEMENT MAINTENANCE. League shall maintain banner advertisements in a clean condition free from dirt or residue.

DAMAGE TO BANNER ADVERTISEMENTS. CITY assumes no liability for damages to banner advertisements as a result of causes beyond the control, and without the fault or negligence of the CITY. League shall advise advertisers that vinyl banner advertisements have a limited life span due to sun fading, possible wind damage or vandalism. If a damaged banner advertisement needs to be removed, the CITY shall make its best effort to notify League via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

League shall remove a banner advertisement, or portion thereof, that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof,

at no cost to CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to League.

If the deficiencies are not corrected within three (3) business days from the date of the CITY's written notice, the CITY may remove the material and bill League accordingly for labor. CITY shall charge League the standard hourly wage for a CITY Maintenance Worker to remove the material. League shall remit payment to the CITY within thirty (30) business days of receipt of the CITY's invoice.

If League fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

GRAFFITI. In the event that any banner advertising is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to League and request League's replacement of the advertisement at no cost to the CITY. League shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. League, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.

REMOVAL OF DATED MATERIALS. League shall apply an expiration date to the advertising terms for all banner advertisements with dated content. League shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

EXHIBIT "D"**Maintenance Schedule**

CITY shall ensure that Facility is properly maintained daily as set forth in this Maintenance Schedule.

Activity Description	Performed	Notes
Inspect fields/dugouts/etc.	2x per year (pre, mid season)	To be conducted with city and league representatives.
Inspect concession stands	2x per year (pre, mid season)	To be conducted with city and league representatives.
Maintenance and repair of field secured equipment (fences, base anchors)	1x per year (extensive) As needed throughout the season.	Any inquiries regarding maintenance/repairs, please refer to Exhibit "B." Note: all inquiries will be reviewed by staff and prioritized based on urgency, safety, and budgetary restraints.
Place/remove outfield fencing	Up by regular season opening day. Down by regular season closing day.	
Aerate fields (infield & outfields)	1x per year (post season)	
Diamond dragging/leveling	Yearly (pre season)	
Mowing	During season: 1 x week Playoffs/tournaments: 2x week	
Edging (infields)	As needed	
Herbicide – broadgrass/crapgrass	1-2 times/year	
Irrigation times and maintenance.	As needed	
Seeding and/or sod cut	1x/year (pre/post season)	Requires 12-16 weeks to mature (Mid October-Mid January)
Compost (infields)	1x/year (pre season)	
50/50 (infields)	1x/year (pre season)	
Top dress (infields)	1x/year (pre season)	
Verti-cut/Dethatch/Scalp	1x/year (post season)	

League shall ensure that fifty percent (50%) of coaches/league representatives attend one Maintenance Workshop (dates TBD) prior to each season that shall be conducted by the CITY's Public Works Department. The League shall ensure that the Facility is properly maintained daily as set forth in the workshop. This shall also include minor repairs such as dragging of fields and filling of small divots. Refer to Exhibit "B" #15.

EXHIBIT "E"**Liability Sample****City of San Fernando****Release, Waiver of Liability, Assumption of Risk and
Hold Harmless Indemnification Agreement
(Please Read Carefully Before Signing)**

In consideration my participation with the San Fernando National Little League, "the League", I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of San Fernando as a result of my participation in the League. This release is intended to discharge the City of San Fernando, its officers, officials, employees, and volunteers from and against any and all liability arising out of or connected in any way with my participation in the League, even though that liability may arise out of the negligence or carelessness on the part of persons or Entities mentioned above. I further understand that accidents and injuries can arise out of the League; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to indemnify and holds harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me, or my heirs or assigns, for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

Participant's Signature

Date

Participant's Printed Name**FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND HOLD HARMLESS INDEMNIFICATION AGREEMENT and do consent and agree to all of its provisions.

Parent/Legal Guardians Signature

Date

Parent/Legal Guardians Printed Name

ATTACHMENT "B"
CONTRACT NO. 1781

**NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF CITY OF SAN FERNANDO
PIONEER/RECREATION PARK BASEBALL FIELDS AND CONCESSION STAND**

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF PIONEER AND RECREATION PARKS (this "**Agreement**") is made and entered into as of February 17, 2015, by and between the CITY OF SAN FERNANDO, a California municipal corporation ("**City**"), and the SAN FERNANDO NATIONAL LITTLE LEAGUE, a non-profit organization ("**League**"), and with respect to the following:

RECITALS:

WHEREAS, City and League have common goals to promote and provide adequate community recreation and education programs that contribute to the health and general welfare of the San Fernando community, and otherwise encourage the development of good citizenship and enhance the quality of life, of the residents of City;

WHEREAS, League is a youth baseball organization located within the City of San Fernando; and

WHEREAS, City owns and operates the Pioneer Park (the "Facility"), located at 828 Harding Avenue and Recreation Park, located at 208 Park Avenue in the City of San Fernando; and

WHEREAS, League desires to use the Facility for recreational purposes, specifically, for practices and games for the League's youth participants; and

WHEREAS, League has requested the use of three baseball fields, south end grass area, indoor space, and one concession stand at the Facility; and

WHEREAS, City is willing to provide access to the requested 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 meeting of February 17, 2015 as part of the conditions of approval for the League's use of the Facility.

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 the League hereby agree as follows:

1. FACILITY.

1.1. Availability for Youth Baseball League Use. Except as otherwise provided herein, the League shall have a non-exclusive license to use the Facility for

purpose conducting baseball games and certain specified food concessions in connection with the conduct of such baseball games for a period of time commencing on January 31, 2015 through November 1, 2015.

1.2. The City shall provide the League, on a non-exclusive basis, access to three baseball fields and south end grass area at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. Leagues right of access and use to the Facility shall be non-exclusive and shall at all times be subordinate and subject to City's ownership rights in the Facility and the underlying real property where the Facility is located.

1.3. The City shall provide the League access to one (1) concession stand at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. The City desires to protect the health and safety of all persons in attendance during the League's use of the Facility and therefore the League's permitted use of the concession stand shall be subject to the following terms and conditions:

- A. The League shall comply with all terms of the Rental and Usage Terms set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- B. The League shall provide to City, no later than seven (7) calendar days prior to any event at which food will or may be sold from the concession stand, a copy of all applicable permits issued by the Los Angeles County Department of Public Health (LACDPH) for the sale of foods at the Facility concession stand. The League agrees that all such permits issued by the LACDPH to the League shall remain valid and in good standing at all times during the usage period set forth under Section 1.1, above and Section 4, below. Under no circumstances shall League engage in any food sales or food preparation activities that are not expressly authorized under any and all valid and operable permits that have been issued to League by the LACDPH or that do not otherwise comply with the City's Rental and Usage Terms or the San Fernando Municipal Code. In the event of any conflict or inconsistency between the terms of any permit issued by the LACDPH and the terms of the Rental and Usage Terms or the San Fernando Municipal Code, the more restrictive policy in terms of authorized uses or activities shall govern and control. The terms and conditions of the permits issued to the League under subsection 1.3(B) above are hereby incorporated by reference in this Agreement. Failure to adhere to the terms and conditions of said permits shall be a breach of this Agreement pursuant to section 5.2 below and City reserves the right to terminate this

Agreement and the use authorization set forth herein and/or suspend the League's use of the concession stand until the League has demonstrated to City's satisfaction that it will comply with the conditions of section 1.3 of this Agreement. City also reserves the right during the pendency of any proceedings to revoke or suspend any permit issued to the League by the LACDPH, the League shall refrain from selling any foods which would have otherwise been authorized by the suspended or revoked permit. Failure to comply with this subsection D shall be a breach of this Agreement under section 5.2 below and City reserves the right to immediately suspend the League's use of the concession stand to sell certain foods, or use of the concession stand in its entirety, until the League has provided City with a true and correct copy of valid and appropriate permit.

Should City become aware of any allegations of the League selling foods that are not authorized by a valid permit issued by the LACDPH to the League, City shall report said allegation to the LACDPH. City shall provide the League with written notice of the allegation and a copy of the report submitted to the LACDPH.

1.4 The City shall provide the League access to the indoor facilities once per month at the Facility for League sponsored board meetings stated in Usage Hours of Operation (Exhibit "A") without programming overlap. Meetings are subject to availability of dates and times as determined by City in its sole and absolute discretion. All meetings shall be scheduled during regular business hours. Staff time will be charged if meetings are scheduled during non-business hours.

1.5 The League will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit "B".

1.6 The League will provide the City with a practice and game schedule as soon as reasonably possible but in no event later than seven (7) days prior to opening day.

1.7 League shall be permitted to hang up league banners and advertisement banners at the Facility for League purposes as set forth in Banner Program Guidelines in Exhibit C, attached hereto and incorporated herein by this reference.

1.8. League shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule Exhibit "D", attached hereto and incorporated herein by this reference.

1.9. City shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule as set forth in Exhibit "D", attached hereto and incorporated herein by this reference.

1.10 Right of Entry – If the League would like to perform any modifications and improvements to the Facility, it may request a Right of Entry Permit (ROE). A ROE permit will be required if League desires to make any modifications and/or improvements to the Facility. A ROE will require a license agreement between the City and League prior to commencement of any modifications and/or improvements to the Facility. To initiate meetings regarding a ROE, please write a request in writing to the City of San Fernando and address the City Manager and copy Ismael Aguila, Recreation and Community Services Operations Manager.

2. LIABILITY & INDEMNIFICATION.

2.1 League agrees to be financially responsible for all destruction of, damage to, or unnecessary abuse of City buildings, grounds or equipment in any way arising out of the use of occupancy thereof by the League.

2.2 The League 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 an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of the League, 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 each season, the League shall also require all of its players and coaches to submit properly executed individual waivers containing similarly indemnifications listed in 2.1 holding the City and its officials and employees harmless from any liability associated with their use of the Park or any City-owned practice facilities used by League. Refer to Exhibit "E" for liability sample.

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

- A. League 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 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 City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of City.

- B. League 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 League, City may take out the necessary insurance and pay, at League expense, the premium thereon.

3.2 Certificate. League shall supply City with a Certificate of Insurance as a precondition to commencing any activities at the Facility.

3.3 Waiver. League waives any and all rights of recovery against City for loss of, or damage to, League's property or the property of others under League's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. League 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 sent forth herein shall commence February 17, 2015 and end November 1, 2015, unless earlier terminated in accordance with 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 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 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. The League 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 the League to timely provide 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, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League 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 three (3) 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, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League 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.
 - iii. In addition to any other failure on the part of the League to adhere to any term or condition set forth under this Agreement and its Exhibits (or where the League fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an Event of Default on the part of the League shall include, but shall not be limited to the following: (i) the League's refusal or failure to maintain valid LACDPH permits for the sale of its food at the Facility concession stand; (ii) the League'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) the League's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation, including but not limited to the conditions, restrictions or prohibitions set forth in any permit issued

to the League by the LACDPH; (iv) the League's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by the League relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by the League within forty-five (45) calendar days of the League'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.
- D. CITY, in its sole and absolute discretion, may also immediately suspend the League's access and use of the Facility under this Agreement pending the League's cure of any Event of Default by giving the League written notice of CITY's intent to suspend the League's access and use of the Facility (hereinafter, a "Suspension Notice"). 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 the League's access to portions of the Facility that the League 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 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 CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to the League, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to the League, the CITY may suspend or terminate the League's access and use of a portion of the Facility 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 the League's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy. The League 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, the League's 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 voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6. **NONDISCRIMINATION.** League 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 Facility. A copy of the League's non-discrimination policy will be provided prior to opening day.

7. **FEES AND CHARGES.**

7.1 **Fees.**

- A. For each League season, the CITY will charge the League for use of the Facility an impact fee of \$15.00 per youth enrolled in the Leagues program. Impact fees are determined by City Council and are subject to change at their discretion. The League shall submit a roster no later than April 15, 2015.
- B. League shall obtain and maintain, at its sole cost and expense a non-profit status as required by State and Federal law.
- C. League shall ensure that a minimum of Fifty Percent (50%) of the youth participating in the League are residents of the CITY.
- D. The League shall annually disclose the cost of registration for the League participants to the CITY each prior to the beginning of each season.

- E. The League agrees to submit to the CITY a map showing the geographical area that comprises its district. CITY shall provide, upon the League's request, a current street map index in order to allow verification of CITY residency.
- F. The League will submit a report to the CITY by April 15, 2015 containing the following information: the number of children registered, their ages, the number of teams, any special honors earned, special programs, camps or clinics held, the number of CITY residents registered, and the cost of registration.
- G. League agrees to compensate the CITY for the use of the Facility provided under this Agreement, and Leagues agrees to accept in full satisfaction for use of such facility.

7.2 Billing. City shall submit to the League an invoice, at the completion of the term of the Agreement, for the use of the Facility provided pursuant to this Agreement. Any invoice dispute for facilities/services provided shall be submitted within ten (10) business days of receipt of the invoice.

7.3 Method of Payment. Impact Fees shall be paid prior to November 2, 2015 for facility use.

8. **APPLICABLE LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. **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: San Fernando National Little League
13805 Astoria Street
Sylmar, California 91342
Attention: John Espinoza
Email: sanfernandonll@yahoo.com

City: City of San Fernando
117 Mcneil Street
San Fernando, California 91340
Attention: Ismael Aguila, RCS Operations Manager
Telephone: (818) 898-1290
email: iaguila@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.

10. **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.

[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 ____ day of _____, 2014.

CITY OF SAN FERNANDO

San Fernando National Little League

Brian Saeki
City Manager

San Fernando National Little League
By: _____

ATTEST:

Elena G. Chavez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

--- EXHIBITS FOR BASEBALL LEAGUES FACILITY USE AGREEMENTS ---

EXHIBIT "A"**Usage Hours of Operation****Baseball fields & Concession Stand (Pre-Season) Dates _____ to _____**

Event	Date (s)	Description/Notes
Field #1	Refer to 1.1	M-F: evening use, Sat: All day use
Field #2	Refer to 1.1	M-F: evening use, Sat: All day use
Field #3	Refer to 1.1	M-F: evening use, Sat: All day use
Field #4		
Concession Stand	Refer to 1.1	M-F: evening use, Sat: All day use

Baseball fields & Concession Stand (Regular Season) _____ to _____

Event	Date (s)	Description/Notes
Field #1	Refer to 1.1	M-F: evening use, Sat: All day use
Field #2	Refer to 1.1	M-F: evening use, Sat: All day use
Field #3	Refer to 1.1	M-F: evening use, Sat: All day use
Field #4		
Concession Stand	Refer to 1.1	M-F: evening use, Sat: All day use

Meeting Dates (Indoor Facility)

Event	Date (s)	Description/Notes
Board Meetings	TBD	
Coach Meetings	TBD	
Parent Meetings	TBD	

Keys Events

Event	Date (s)	Description/Notes
Opening Day	February 28, 2015	<ul style="list-style-type: none"> Event gathers high volume of participants. <u>Special Event Application required and due 45 days prior to event.</u>
Closing Ceremony	May 2015	<ul style="list-style-type: none"> Event gathers high volume of participants. <u>Special Event Application required and due 45 days prior to event.</u>
Movie Night	May 2015	<ul style="list-style-type: none"> <u>Special Event Application required and due 45 days prior to event.</u>

EXHIBIT "B"**RENTAL AND USAGE TERMS**

1. The League further states that, to the best of his/her knowledge, the CITY property, for use of which application is hereby made, will 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. Agreement is only good for activities and times stated. Any additional activities and/or hours will require submission of appropriate application.
3. The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in CITY facilities. **NO SMOKING** is allowed on or in CITY facilities. Betting and/or other forms of gambling is **NOT ALLOWED**.
4. Responsible adults (**21 years or older**) must be present **AT ALL TIMES** when a group of minors are using the facilities.
5. The League shall have a copy of this agreement available on site at all times.
6. Arrival of set party **shall not** be earlier than set time on the application. Departure of set party **shall not exceed** set time on application. Set-up/Clean-up time **MUST** be accounted for in the set time of the contract. A penalty charge **will be assessed** if arrival is earlier or if departure is later than set time.
7. Persons in attendance shall restrict their activities to those facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
8. There will be **no storage provided**. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, etcetera). 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 facilities in the **same condition** as found. Such condition to be determined by an authorized representative. Failure to comply will result in forfeiture of damage/cleaning deposit and may result in a penalty fee if time exceeds contract time. If the League leaves the facilities in same conditions as found a \$250 credit will be applied to the yearly impact fee invoice.
10. The CITY's Public Works Department will schedule a mandatory maintenance training for the League. A minimum of 50% of coaching staff and League representatives are required to attend. If League complies with mandatory maintenance training a \$250 credit will be applied to the yearly impact invoice.

11. Keys can only be used during permit hours. All keys shall be returned upon expiration of permits. Failure to return keys shall result in a fee for key replacement and may result in a fee for re-keying of facilities.
12. The League 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 permit.
13. The League and/or their representatives shall promptly report any deficiencies of facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
14. The League and/or their representatives shall arrive with sufficient amount of time to inspect facilities and allow for repairs.
15. The League and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field and filling small divots. The CITY shall provide materials and secure means for storage on site. Public Works will host a Maintenance Workshop at Pioneer Park at a later date to be determined. Refer to Exhibit "D" for further details.
16. Use of snack bar requires compliance of all local and state regulations and permits, which includes a Los Angeles County Health Department Public Health Permit that is to be posted at the snack bar at all times during operation.
17. The snack bar is to be used to sell/serve prepackage foods only as required by the California Retail Food Code and the Los Angeles County Department of Public Health/Environmental Health.
18. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 1:00 p.m. and will be forwarded to the CITYS Public Works Department that same day. The following is the contact information for the main office:

(818) 898-1290

Monday through Thursday 9:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m.

Friday Closed

Any repair inquiries placed after 1:00 p.m. will be addressed the following business day. Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies dial 911.

EXHIBIT "C"**Banner Program Guidelines**

- Subject to the terms and conditions set forth in this Agreement, the League shall be permitted to operate a banner program that will include managing the sales, ordering (if necessary), installation, maintenance, removal and disposal of banners in specified locations in baseball fields or on Facility (the "banner advertising program"), as more particularly described below.
- Except as otherwise authorized by CITY in writing, the League shall, at its sole cost and expense, furnish all materials and equipment, excluding CITY park equipment, that may be required for Banner Program under to this Agreement.
- This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.
- League shall make all documents, invoices and other records maintained by the League in connection with this Agreement available to CITY for review and audit upon twenty-four (24) advance notice. CITY may conduct such review and audit at any time during League's regular working hours.
- CITY shall provide the League with all pertinent data, documents and other requested information as is reasonably available for the proper performance of League services.
- At completion of the season, the League shall provide the CITY a summary report of revenues generated from Banner Program.
- In the event any claim or action is brought against the CITY relating to the League's performance in connection with this Agreement, the League shall render any reasonable assistance that the CITY may require.
- League shall remove and dispose of all banner advertisements, excluding League banner advertisements, placed in baseball fields or on the Facility within ten (10) calendar days of the effective date of termination.

ADVERTISING GUIDELINES. CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facility are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. League shall not accept and/or display advertisements:

- 1.1.1. That involve tobacco or tobacco related products;
- 1.1.2. That involve alcohol or alcohol related products;

1.1.3. That involve unlawful or illegal goods (including drugs), services or activities;

1.1.4. That involve “junk food” products (for purposes of these guidelines “junk food” means food that is high in calories, fat and/or salt and with low nutritional values);

1.1.5. That relate to an adult business (for purposes of these guidelines “adult business” shall have the meaning set forth in Section 106-1022 of Division 2 of Article VI or Chapter 106 of the San Fernando City Code);

1.1.6. That relate to political campaigns or political issues;

1.1.7. That relate to religious issues;

1.1.8. That imply endorsement of any goods, services, or activities by CITY;
or

1.1.9. That infringe on any copyright, trade or service mark, title or slogan.

Violation of Advertising. League shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by CITY.

Advertising Guidelines. CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to the League.

ADVERTISING SPACE. League shall be responsible for the installation, removal and off-site disposal of banner advertisements. CITY reserves the right to approve all materials, dimensions and locations of banner advertising to be placed in the locations identified in Section 2.1 below.

Banner Advertisement Placement. League may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Pioneer Park	1, 2	outfield fences
Pioneer Park	1, 2	dugouts, backstops
Pioneer Park	1, 2	bleachers

League, at no cost to the CITY, shall provide additional hardware as needed to prepare the locations identified above for the installation of banner advertisements. All additional hardware, once installed, shall become the CITY's property and shall not be removed by League, unless requested by the CITY. League shall provide the City

Representative with photographic record of installed banner advertisements within three (3) business days of installation.

Banner Advertisement Dimensions. Excluding CITY banner advertisements, all banner advertisements shall meet the following dimension requirements:

Park	Location	Maximum Dimensions
Pioneer Park	Outfield fences	12ft x 3.5ft
	Dugouts	12ft x 3.5ft
	Bleachers	12ft x 3.5ft
	Tennis court	12ft x 3.5ft

City Use of Banner Advertisement Locations. CITY may advertise or promote CITY programs and events at one (1) or more of the advertising locations identified above at no cost to the CITY. CITY shall provide League with a minimum fifteen (15) day advance notice, specifying the program or event and the dates for posting, prior to the installation date of the CITY's banner advertisement.

BANNER ADVERTISING MATERIALS. All banner advertising materials shall be of the highest industry standards. All banner advertisements shall be affixed using short-term removable material.

CHANGE OF BANNER ADVERTISEMENT. The change out of banner advertisements is League's sole responsibility and shall be performed Mondays through Sunday (when fields are not in use) during the hours of 8 a.m. and 6:00 p.m.

BANNER ADVERTISEMENT MAINTENANCE. League shall maintain banner advertisements in a clean condition free from dirt or residue.

DAMAGE TO BANNER ADVERTISEMENTS. CITY assumes no liability for damages to banner advertisements as a result of causes beyond the control, and without the fault or negligence of the CITY. League shall advise advertisers that vinyl banner advertisements have a limited life span due to sun fading, possible wind damage or vandalism. If a damaged banner advertisement needs to be removed, the CITY shall make its best effort to

notify League via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

League shall remove a banner advertisement, or portion thereof, that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, at no cost to CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to League.

If the deficiencies are not corrected within three (3) business days from the date of the CITY's written notice, the CITY may remove the material and bill League accordingly for labor. CITY shall charge League the standard hourly wage for a CITY Maintenance Worker to remove the material. League shall remit payment to CITY within thirty (30) business days of receipt of the CITY's invoice.

If League fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

GRAFFITI. In the event that any banner advertising is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to League and request League's replacement of the advertisement at no cost to the CITY. League shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. League, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.

REMOVAL OF DATED MATERIALS. League shall apply an expiration date to the advertising terms for all banner advertisements with dated content. League shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

EXHIBIT "D"**Maintenance Schedule**

CITY shall ensure that Facility is properly maintained daily as set forth in this Maintenance Schedule.

Activity Description	Performed	Notes
Inspect fields/dugouts/etc.	2x per year (pre, mid season)	To be conducted with city and league representatives.
Inspect concession stands	2x per year (pre, mid season)	To be conducted with city and league representatives.
Maintenance and repair of field secured equipment (fences, base anchors)	1x per year (extensive) As needed throughout the season.	Any inquiries regarding maintenance/repairs, please refer to Exhibit "B." Note: all inquiries will be reviewed by staff and prioritized based on urgency, safety, and budgetary restraints.
Aerate fields (infield & outfields)	1x per year (post season)	
Diamond dragging/leveling	Yearly (pre season)	
Mowing	During season: 1 x week Playoffs/tournaments: 2x week	
Edging (infields)	As needed	
Herbicide – broadgrass/crapgrass	1-2 times/year	
Irrigation times and maintenance.	As needed	
Seeding and/or sod cut	1x/year (pre/post season)	Requires 12-16 weeks to mature (Mid October-Mid January)
Compost (infields)	1x/year (pre season)	
50/50 (infields)	1x/year (pre season)	
Top dress (infields)	1x/year (pre season)	
Verti-cut/Dethatch/Scalp	1x/year (post season)	

League shall ensure that fifty percent (50%) of coaches/league representatives attend one Maintenance Workshop (dates TBD) prior to each season that shall be conducted by the CITY's Public Works Department. The League shall ensure that the Facility is properly maintained daily as set forth in the workshop. This shall also include minor repairs such as dragging of fields and filling of small divots. Refer to Exhibit "B" #15.

EXHIBIT "E"**Liability Sample****City of San Fernando****Release, Waiver of Liability, Assumption of Risk and
Hold Harmless Indemnification Agreement
(Please Read Carefully Before Signing)**

In consideration my participation with the San Fernando National Little League, "the League", I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of San Fernando as a result of my participation in the League. This release is intended to discharge the City of San Fernando, its officers, officials, employees, and volunteers from and against any and all liability arising out of or connected in any way with my participation in the League, even though that liability may arise out of the negligence or carelessness on the part of persons or Entities mentioned above. I further understand that accidents and injuries can arise out of the League; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to indemnify and holds harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me, or my heirs or assigns, for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

Participant's Signature

Date

Participant's Printed Name**FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND HOLD HARMLESS INDEMNIFICATION AGREEMENT and do consent and agree to all of its provisions.

Parent/Legal Guardians Signature

Date

Parent/Legal Guardians Printed Name

ATTACHMENT “C”**City of San Fernando
Summary of Youth Baseball Leagues**

The City of San Fernando provides access to two youth baseball leagues at multiple parks:

Santa Rosa Baseball League

Number of Children: 350+

Months of Activity: Spring, December

Target population: Northeast San Fernando Valley

Fields: Las Palmas Park located at 505 South Huntington Street and is comprised of 7.5 acres of multi-activity sports facilities, including: 4-baseball fields.

San Fernando National Baseball League

Number of Children: 250

Months of Activity: Spring, Summer, Fall

Target population: Northeast San Fernando Valley

Fields: 1.) Pioneer Park located at 828 North Harding Street and is comprised of 5.37 acres of multi-activity sports facilities, including: 2 baseball fields. 2.) Recreation Park, located at 208 Park Avenue and is comprised of 11 acres of multi-activity sports facilities, including: 1 baseball field.

SUMMARY

Since 2008, the City of San Fernando has been fiscally impacted with the downturn of the economy. In addition, there have been two matters that have impacted youth league operations in the City, which include:

1. Impact Fees
2. Concession Stands

Impact Fees Background (2008 - 2010)

- On July 16, 2008, the City Council adopted the Fiscal Year 2008-2009 Budget that included the \$5 Youth Impact Fee as a way to offset the annual cost of maintaining the City parks. City staff had a difficult time collecting the fees from the leagues, including reporting of league rosters.
- On July 20, 2009, the City Council adopted the Fiscal Year 2009-2010 Budget that included the \$20 Youth Impact Fee. City staff had a difficult time collecting the fees from the leagues, including reporting of league rosters.
- In 2010, City Council adopted the following fees: \$10/ child for 2010; \$15 for 2011; and, \$20 for 2013.

Concession Stands Background (2008 - 2010)

- In July 2008, the Los Angeles Department of Public Health sent a letter to both leagues regarding

- March of 2009, the Los Angeles Department of Public Health reached out to the City of San Fernando regarding concerns that the league operation of the concession stands was not meeting County guidelines.
 - After several meetings, City of San Fernando created an RFP to upgrade the concession stands. The City of San Fernando received three sealed proposals.
 - Fiscal Year 2010-11 City Budget was adopted, including \$25,000 for Concession Stand design and \$175,000 for remodeling.
 - In July 2010, City staff was directed to defer expenditures for Concession Stand design or renovation work until further review and direction by City Council.
-

Since March of 2011:

- In June of 2011, City Council adopted a fee schedule maintaining a \$15/child for FY 2011-2012 season. It has remained at \$15 for FY 2012-2013 and FY 2013-2014.
 - In December of 2011, the RCS Operations Manager (new department head) met with presidents from both leagues to discuss the future in San Fernando and prepare for the 2012 season.
 - Since January of 2012, the RCS has been meeting with the San Fernando National Little League and Santa Rosa Baseball regarding usage of the City facilities for the 2012 season and the creation of a maintenance plan for concession stands. In addition, City implemented rules recommended by the city attorney restricting usage of the concessions for selling/serving pre-package food as required by LACDPH.
 - In February of 2012, City staff met with the Los Angeles County Department of Public Health (LACDPH) to create a final punch list of items to be upgraded at the concession stands in order to allow leagues to sell/serve prepackage foods only for the 2012 season
 - In March of 2012, City of San Fernando spent approximately \$6,000 for upgrades to concession stand to allow leagues to sell food as required by LACDPH.
 - In December of 2012, City of San Fernando and the leagues entered into a formal agreement for the 2013 season. It also included rules recommended by the city attorney restricting usage of the concessions for selling/serving pre-package food as required by LACDPH.
 - In December of 2013, the City of San Fernando and leagues were in discussions to extend the agreement for the 2014 season.
-

Key Highlights:

- Improved relationship with leagues, including planning of special events.
- New leadership in both leagues.
- Regular meetings to discuss operations/facilities.
- League provided 50% of coaches to attend field maintenance training conducted by city staff.
- Leagues now have non-profit status

Fiscal update:**Santa Rosa Baseball League - 2013 Season**

Services/Facility Provided	City of San Fernando & City of Los Angeles Adopted Fee Schedules	City of San Fernando Adopted Impact Fee	City of Los Angeles Agreement (based on MOU requiring leagues to maintain fields)
Use of fields	\$63,200	\$4,465	\$15,168
Field Lights	\$4,320	\$0	\$0
Concession Stand	\$0	\$0	N/A
Meeting Rooms	\$43	\$0	
TOTAL	\$67,563	\$4,465	\$15,168

San Fernando National Baseball League - 2013 Season

Services/Facility Provided	City of San Fernando & City of Los Angeles Adopted Fee Schedules	City of San Fernando Adopted Impact Fee	City of Los Angeles Agreement (based on MOU requiring leagues to maintain fields)
Use of fields	\$32,000	\$2,050	\$6,400
Field Lights	\$205	\$0	\$0
Concession Stand	\$50	\$0	N/A
Meeting Rooms	\$43	\$0	
TOTAL	\$32,298	\$2,050	\$6,400

LEAGUE BACKGROUND (DETAIL)**IMPACT FEES:**

1. During the 2008-2009 Fiscal Year, the Public Works Director and the Recreation Operations Manager introduced the idea of imposing a \$5 Youth Impact Fee on all youth organizations using City facilities. The Youth Impact Fee was proposed as a way to offset the annual cost of maintaining the City parks.
2. On July 16, 2008, the City Council adopted the 2008-2009 Fiscal Year Budget which included the \$5 Youth Impact Fee.
3. In June 2009, City staff invoiced both Santa Rosa Little League and San Fernando National Little League for the 2008-2009 Little League season. Since staff was not successful in acquiring rosters from either league, each league was invoiced for 400 participants which was staff's best guess at the number of players in each league. The invoice for each league came to \$2000 (\$5 x 400 participants).
4. In June 2009, as part of the 2009-2010 budget discussions, the Public Works Director informed the City Council that the Youth Impact Fee was proposed to increase from \$5/child to \$20/child. The proposed increase was to help offset the cost of maintaining the City parks.

5. On July 20, 2009, the City Council adopted the 2009-2010 Fiscal Year Budget which includes the \$20 Youth Impact Fee.
6. In July 2009, San Fernando National Little League paid a \$500 good faith payment toward their \$2,000 invoice. The good faith payment was required in order to allow the Little League to use Recreation Park and Pioneer Park for an All-Star Tournament.
7. On September 29, 2009, the Education, Parks, Arts, Health, Youth and Aging (EPAH) Standing Committee met to discuss the delinquent payment of the \$5 Youth Impact Fee. The EPAH Committee directed the Recreation and Community Services Director to write a letter to both Little Leagues informing them that they needed to pay their outstanding invoices before the start of the 2010 Little League season.
8. On November 5, 2009, a letter was sent to both San Fernando National Little League and Santa Rosa Little League informing them of the EPAH Standing Committee's decision. The letter included the amount owed to the City and a deadline to submit the payment. In addition, the letter included a reminder that the Youth Impact Fee had increased from \$5 to \$20 for the upcoming 2010 season.
9. At the December 1, 2009, EPAH Standing Committee meeting, staff reported back to the Committee on the lack of progress of payment by the Little Leagues. Staff informed the Committee that neither Little League responded, in writing or verbally, to the November letter. The EPAH Standing Committee directed the Director to write another letter to the Little Leagues, only this time the letter was to include the Standing Committee's decision to revoke all future park use privileges until such time as all past due invoices are paid. In addition, the letter was to include the Standing Committee's request that both Little Leagues provide the City with a copy of all rosters as well as paying the \$20 Youth Impact Fee for the 2010 season prior to the commencement of the season.
10. On December 14, 2009, a letter was sent to each Little League informing them of the EPAH Standing Committee's decision.
11. On December 21, 2009, Santa Rosa Little League paid their entire balance of \$2,000 for the 2009 Little League Season.
12. On January 4, 2010, the Director met with the new President of San Fernando National Little League, Pete Vela. Mr. Vela informed the Director that San Fernando National Little League would like a payment plan to pay off the 2009 remaining balance of \$1,500. Mr. Vela made a \$300 payment that day and indicated that he would make payments every couple of weeks until the balance was paid in full. On February 5, 2009, the remainder of the balance was paid.
13. At the January 19, 2010 City Council meeting, a number of speakers, representing San Fernando National Little League and San Fernando Braves Youth Football, addressed the City Council during public comment. The discussions revolved around the fairness of the City Council adopted \$20 Youth Impact Fee. Several of the speakers requested justification of the imposed \$20 Impact Fee. The City Council requested that this issue be placed on the February 1, 2010 City Council agenda and that a staff report be prepared. The staff report is to include the justification for increasing the Youth Impact Fee to \$20.

14. At the January 26, 2010, EPAH Standing Committee meeting, two representatives from the San Fernando National Little League addressed the committee and stated that the Youth Impact Fee should have been implemented incrementally as opposed to a one-time increase to \$20.
15. At the February 1, 2010, City Council meeting, staff presented a report to the City Council providing justification for increasing the youth impact fee to \$20. Once again, a number of speakers, representing San Fernando National Little League and San Fernando Braves Youth Football, addressed the City Council during public comment. The speakers voiced their concern and displeasure with the City Council approved \$20 Youth Impact Fee. After much discussion, the item was referred to the next EPAH Standing Committee meeting for further discussion.
16. At the February 23, 2010, EPAH Standing Committee meeting, additional discussion on the youth impact fee occurred. After some discussion, the EPAH Standing Committee asked staff to conduct some further research into the matter. The research was to look at how other cities were dealing with the ongoing issue of increasing park maintenance expenses while revenues were decreasing or staying the same. Staff was directed to present the findings at the March 23, 2010, EPAH Standing Committee meeting.
17. On March 19, 2010, the San Fernando Braves Youth Football organization paid their delinquent 2009 Youth Impact Fee. All 2009 youth impact fees have now been paid.
18. During the month of March, the Recreation and Community Services Director spoke with representatives of the youth leagues to see if there was any chance of finding an amicable solution to the youth impact issue. The Director approached the leagues to see if the leagues would be willing to pay a reduced amount of \$10/child/season. The San Fernando Braves pay the \$10 impact fee. The San Fernando National Little League President stated that the issue had to be presented to the full board for discussion. The board meeting was scheduled to occur Sunday, March 21, 2010. The President of San Fernando National Little League did not inform the Recreation and Community Services Director on the results of his discussion with his Board concerning the proposed reduced impact fee.
19. At the March 23, 2010, EPAH Standing Committee meeting, staff presented some additional research on how other communities are currently dealing with youth organizations and the burden the organizations are placing on city budgets. The results of the research vary with some municipalities providing field use for free, some charging an impact fee plus requiring field maintenance, some charging just an impact fee, some charging hourly rates and some not providing any field usage at all. After much discussion from those in attendance, the EPAH Standing Committee asked for a recommendation from the Recreation and Community Services Director. The recommendation from the Director was that the fee should be reduced from \$20 to \$10 and that field maintenance by the Little Leagues should be included under a separate MOU. At this meeting, the President of San Fernando National Little League did not disclose the result of his discussion with Board members concerning the proposal from the City to lower the fee from \$20 to \$10. San Fernando National Little League representatives continued to voice their concern with the impact fee.

Concession Stands

1. On July 30, 2008, Los Angeles County Department of Public Health, Environmental Health (LACDPHEH) mailed a letter to Little League/Youth Sporting Event Organizers about food

safety and food facility requirements (ATTACHMENT "A").

2. In September of 2008, the Recreation and Community Services Department was contacted by LACDPHEH regarding Little League operations at concession stands in City parks.
3. On March 13, 2009, Los Angeles County Department of Public Health, Environmental Health met with a representative from Santa Rosa Baseball at Las Palmas Park to inspect the concession stand for subsequent issuance of a food vending permit. Also present at the meeting were City staff members from Public Works and Recreation and Community Services Departments.
4. From March 2009 through April 2009, Public Works staff performed minor renovations and repairs at both Las Palmas Park and Pioneer Park concession buildings. (ATTACHMENT "B").
5. On April 22, 2009, a meeting was conducted with San Fernando National Little League and Santa Rosa Baseball at Recreation Park with representatives from Los Angeles County Department of Public Health, Environmental Health, City Staff and City Councilmember Maribel De La Torre to review State and Local regulations necessary for food vendor permits.
6. In April 2009, Santa Rosa Little League applied for and subsequently obtained a temporary food vending permit from Los Angeles County Department of Public Health, Environmental Health to sell pre-packaged food at the Las Palmas Park concession building.
7. From October 2009 to March 2010, Public Works staff corresponded with Los Angeles County Department of Health, Environmental Health representatives to determine the requirements needed for City facilities to obtain permits for food preparation and sales. Staff conducted facility inspections with the Los Angeles County Department of Public Health, Environmental Health representatives at Recreation Park, Las Palmas Park and Pioneer Park.
8. On April 30, 2010, a Request for Proposal (RFP) was issued for Parks Concession Stand Renovation Design.
9. On May 13, 2010, a job site walk was conducted at City Park Concession Stand locations for prospective design firms interested in submitting proposals for snack shop renovation design.
10. On June 1, 2010, a total of three sealed proposals were received at the City Clerk office in response to the RFP for Parks Concession Stand Renovation Design.
11. On July 6, 2010, Fiscal Year 2010-11 City Budget was adopted, including \$25,000 for Concession Stand design and \$175,000 for remodeling.
12. In July 2010, Staff was directed to defer expenditures for Concession Stand design or renovation work until further review and direction by City Council.
13. On April 18, 2011, City Council directed Recreation and Community Services Operations Manager to provide an update on concession stand operations.
14. In December of 2011, Recreation and Community Services Operations Manager met with both San Fernando and Santa Rosa Little Leagues to discuss the upcoming baseball season for 2012 and potential funding opportunities.

15. On January 17, 2012, the RCS Operations Manager provided City Council with an update on concession stand operations.
16. Since January of 2012, the RCS has been meeting with the San Fernando National Little League and Santa Rosa Baseball regarding usage of the City facilities for the 2012 season and the creation of a maintenance plan for concession stands.
17. In February of 2012, City staff met with the Los Angeles County Department of Public Health (LACDPH) to create a final punch list of items to be upgraded at the concession stands in order to allow leagues to sell/serve prepackage foods only for the 2012 season.

ATTACHMENT “D”**AGREEMENT FOR USE OF CITY OF SAN FERNANDO [INSERT PARK NAME]
BASEBALL FIELDS AND CONCESSION STAND**

Template version used: 2013 Season

THIS AGREEMENT FOR USE OF LAS PALMAS PARK (this “**Agreement**”) is made and entered into as of [INSERT DATE], by and between the CITY OF SAN FERNANDO, a California municipal corporation (“**City**”), and the [INSERT NAME OF LEAGUE], a non-profit organization (“**League**”), and with respect to the following:

RECITALS:

WHEREAS, City and League have common goals to promote and provide adequate community recreation and education programs that contribute to the health and general welfare, and otherwise encourage the development of good citizenship and enhance the quality of life, of the residents of City;

WHEREAS, League has a youth baseball organization located within the City of San Fernando; and

WHEREAS, City owns and operates the [INSERT NAME OF PARK] (the “**Facility**”), located at [INSERT ADDRESS OF PARK] in the City of San Fernando; and

WHEREAS, League desires to use the Facility for recreational purposes, specifically, for practices and games for the League’s youth participants; and

WHEREAS, League has requested the use of four baseball fields, indoor space, and one concession stand at the Facility; and

WHEREAS, City is willing to provide access to the requested Facility, upon the terms, provisions and conditions hereinafter set forth; and

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 the League hereby agree as follows:

1. **FACILITY.**

- Availability for Youth Baseball League Use. The Facility shall be available to League for use by the Santa Rosa Baseball League, for the period of [INSERT DATE(S)].
- The City shall provide the League access to four baseball fields at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit A) while allowing the City to provide public access to nearby green space and programming without overlap.

- The City shall provide the League access to one concession stand at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit A) while allowing the City to provide public access to nearby green space and programming without overlap.
- The City shall provide the League access to the indoor facilities once per month at the Facility for League sponsored board meetings stated in Usage Hours of Operation (Exhibit A) without programming overlap. Meetings are subject to availability of dates and times. All meetings shall be scheduled during regular business hours. Staff time will be charged if meetings are scheduled during non-business hours.
- The League will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- The League will provide a copy of their LA County Health Department Permit prior to opening day.
- The League will provide the City with a practice and game schedule no later than 7 days prior to opening day.
- League shall be permitted to hang up league banners and advertisement banners at the Facility for League purposes as set forth in Banner Program Guidelines in Exhibit C, attached hereto and incorporated herein by this reference.
- League shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule Exhibit D, attached hereto and incorporated herein by this reference.
- City shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule as set forth in Exhibit D, attached hereto and incorporated herein by this reference.
- Right of Entry – If the League would like to perform any modifications and improvements to the Facility, it may request a Right of Entry Permit (ROE). A ROE permit will be required if League desires to make any modifications and/or improvements to the Facility. A ROE will require a license agreement between the City and League prior to commencement of any modifications and/or improvements to the Facility. To initiate meetings regarding a ROE, please write a request in writing to the City of San Fernando and address to Don Penman, Interim City Manager and copy Ismael Aguila, Recreation and Community Services Operations Manager.

2. LIABILITY & INDEMNIFICATION.

2.1 League shall agree to be financially responsible for all destruction of, damage to, or unnecessary abuse of City buildings, grounds or equipment in any way arising out of the use of occupancy thereof by the League.

2.2 The League 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 an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of the League, 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 each season, the League shall also require all of its players and coaches to submit properly executed individual waivers containing similarly indemnifications listed in 2.1 holding the City and its officials and employees harmless from any liability associated with their use of the Park or any City-owned practice facilities used by League. Refer to Exhibit "E" for liability sample.

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

- League 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 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 City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of City.

- League 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 League, City may take out the necessary insurance and pay, at League expense, the premium thereon.

3.2 Certificate. League shall cause Authority to supply City with a Certificate of Insurance, or reasonable equivalent, of such insurance.

3.3 **Waiver.** League waives any and all rights of recovery against City for loss of, or damage to, League's property or the property of others under League's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. League 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.** This Agreement shall be effective from [INSERT DATE(S)], inclusive, unless earlier terminated in accordance with this Agreement.

5. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement with or without cause by providing thirty (30) days prior notice to the other party.

6. **NONDISCRIMINATION.** League 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 Facility. A copy of the non-discrimination policy will be provided prior to opening day.

7. **FEES AND CHARGES.**

7.1 **Fees.**

- For each League season, the City will charge League for use of the Facility an impact fee of \$15.00 per youth enrolled in the Leagues program. Impact fees are determined by City Council and are subject to change at their discretion. The League shall submit a roster no later than [INSERT DATE].
- League shall obtain and maintain, at its sole cost and expense a non-profit status as required by state and federal law.
- League shall ensure that a minimum of Fifty Percent (50%) of the youth participating in the league are residents of the City of San Fernando.
- The League shall annually disclose the cost of registration for the League participants to the City each prior to the beginning of each season.
- The League agrees to submit to the CITY a map showing the geographical area that comprises its district. CITY shall provide, upon the League's request, a current street map index in order to allow verification of City residency.
- The League will submit a report to the CITY by [INSERT DATE] containing the following information: the number of children registered, their ages, the number of teams, any special honors earned, special programs, camps or clinics held, the number of City of San Fernando residents registered, and the cost of registration.
- League agrees to compensate the City for the use of the Facility provided under this agreement, and Leagues agrees to accept in full satisfaction for use of such facility.

7.2 **Billing.** City shall submit to the League an invoice, at the completion of the term of the Agreement, for the use of the Facility provided pursuant to this Agreement. Any invoice dispute for facilities/services provided shall be submitted within ten (10) business days of receipt of the invoice.

7.3 **Method of Payment.** Impact Fees shall be paid prior to [INSERT DATE] for facility use.

8. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. **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: [INSERT LEAGE NAME & ADDRESS]
Attention:
Email:

City: City of San Fernando
117 Mcneil Street
San Fernando, California 91340
Attention: Ismael Aguila, Operations Manager
Telephone: (818) 898-1290
email: iaguila@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.

10. **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.

IN WITNESS WHEREOF, the parties have entered into this Agreement for Use of Facility as of the date first written above.

ORGANIZATION: SANTA ROSA BASEBALL

By: _____

CITY: CITY OF SAN FERNANDO

By: _____

--- EXHIBITS FOR BASEBALL LEAGUES FACILITY USE AGREEMENTS ---

EXHIBIT “A”**Usage Hours of Operation****Baseball fields & Concession Stand (Pre-Season) Dates _____ to _____**

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Baseball fields & Concession Stand (Regular Season) _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Meeting Dates (Indoor Facility)

Event	Date (s)	Description/Notes

Keys Events

Event	Date (s)	Description/Notes
Opening Day		<ul style="list-style-type: none"> • Event gathers high volume of participants. • <u>Special Event Application required and due 45 days prior to event.</u>
Closing Ceremony		<ul style="list-style-type: none"> • Event gathers high volume of participants. • <u>Special Event Application required and due 45 days prior to event.</u>
Movie Night		<ul style="list-style-type: none"> • <u>Special Event Application required and due 45 days prior to event.</u>

EXHIBIT "B"**EXHIBIT "B"****RENTAL AND USAGE TERMS**

1. The League further states that, to the best of his/her knowledge, the CITY property, for use of which application is hereby made, will 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. Agreement is only good for activities and times stated. Any additional activities and/or hours will require submission of appropriate application.
3. The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in CITY facilities. **NO SMOKING** is allowed on or in CITY facilities. Betting and/or other forms of gambling is **NOT ALLOWED**.
4. Responsible adults (**21 years or older**) must be present **AT ALL TIMES** when a group of minors are using the facilities.
5. The League shall have a copy of this agreement available on site at all times.
6. Arrival of set party **shall not** be earlier than set time on the application. Departure of set party **shall not exceed** set time on application. Set-up/Clean-up time **MUST** be accounted for in the set time of the contract. A penalty charge **will be assessed** if arrival is earlier or if departure is later than set time.
7. Persons in attendance shall restrict their activities to those facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
8. There will be **no storage provided**. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, and etc.). 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 facilities in the **same condition** as found. Such condition to be determined by an authorized representative. Failure to comply will result in forfeiture of damage/cleaning deposit and may result in a penalty fee if time exceeds contract time. If the League leaves the facilities in same conditions as found a \$250 credit will be applied to the yearly impact fee invoice.
10. The CITY'S Public Works Department will schedule a mandatory maintenance training for the League. A minimum of 50% of coaching staff and League representatives are required to attend. If the League complies with mandatory maintenance training a \$250 credit will be applied to the yearly impact invoice.
11. Keys can only be used during permit hours. All keys shall be returned upon expiration of

permits. Failure to return keys shall result in a fee for key replacement and may result in a fee for re-keying of facilities.

12. The League 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 permit.
13. The League and/or their representatives shall promptly report any deficiencies of facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
14. The League and/or their representatives shall arrive with sufficient amount of time to inspect facilities and allow for repairs.
15. The League and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field and filling small divots. The CITY shall provide materials and secure means for storage on site. Public Works will host a Maintenance Workshop at Pioneer Park at a later date to be determined. Refer to Exhibit "D" for further details.
16. Use of snack bar requires compliance of all local and state regulations and permits, which includes a Los Angeles County Health Department Public Health Permit that is to be posted at the snack bar at all times during operation.
17. The snack bar is to be used to sell/serve prepackage foods only as required by the California Retail Food Code and the Los Angeles County Department of Public Health/Environmental Health.
18. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 2:00 p.m. and will be forwarded to the CITY'S Public Works Department that same day. The following is the contact information for the main office:

(818) 898-1290

Monday and Wednesday 10:00 a.m. to 2:00 p.m. and 4:00 p.m. to 6:00 p.m.

Tuesday and Thursday 9:00 a.m. to 2:00 p.m. and 4:00 p.m. to 6:00 p.m.

Friday 9:00 a.m. to 12:00 p.m.

Any repair inquiries placed after 2:00 p.m. will be addressed the following business day. Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies dial 911.

EXHIBIT “C”**Banner Program Guidelines**

- Subject to the terms and conditions set forth in this Agreement, the League shall be permitted to operate a banner program that will include managing the sales, ordering (if necessary), installation, maintenance, removal and disposal of banners in specified locations in baseball fields or on Facility (the “banner advertising program”), as more particularly described below.
- Except as otherwise authorized by CITY in writing, the League shall, at its sole cost and expense, furnish all materials and equipment, excluding CITY park equipment, that may be required for Banner Program under to this Agreement.
- This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.
- League shall make all documents, invoices and other records maintained by the League in connection with this Agreement available to CITY for review and audit upon twenty-four (24) advance notice. CITY may conduct such review and audit at any time during League’s regular working hours.
- CITY shall provide the League with all pertinent data, documents and other requested information as is reasonably available for the proper performance of League services.
- At completion of the season, the League shall provide the CITY a summary report of revenues generated from Banner Program.
- In the event any claim or action is brought against the CITY relating to the League’s performance in connection with this Agreement, the League shall render any reasonable assistance that the CITY may require.
- League shall remove and dispose of all banner advertisements, excluding League banner advertisements, placed in baseball fields or on the Facility within ten (10) calendar days of the effective date of termination.

ADVERTISING GUIDELINES. CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facility are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. League shall not accept and/or display advertisements:

- 1.1.1. That involve tobacco or tobacco related products;
- 1.1.2. That involve alcohol or alcohol related products;

1.1.3. That involve unlawful or illegal goods (including drugs), services or activities;

1.1.4. That involve “junk food” products (for purposes of these guidelines “junk food” means food that is high in calories, fat and/or salt and with low nutritional values);

1.1.5. That relate to an adult business (for purposes of these guidelines “adult business” shall have the meaning set forth in Section 106-1022 of Division 2 of Article VI or Chapter 106 of the San Fernando City Code);

1.1.6. That relate to political campaigns or political issues;

1.1.7. That relate to religious issues;

1.1.8. That imply endorsement of any goods, services, or activities by CITY; or

1.1.9. That infringe on any copyright, trade or service mark, title or slogan.

Violation of Advertising. League shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by CITY.

Advertising Guidelines. CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to the League.

ADVERTISING SPACE. League shall be responsible for the installation, removal and off-site disposal of banner advertisements. CITY reserves the right to approve all materials, dimensions and locations of banner advertising to be placed in the locations identified in Section 2.1 below.

Banner Advertisement Placement. League may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Pioneer Park	1, 2	outfield fences
Pioneer Park	1, 2	dugouts, backstops
Pioneer Park	1, 2	bleachers

League, at no cost to the CITY, shall provide additional hardware as needed to prepare the locations identified above for the installation of banner advertisements. All additional hardware, once installed, shall become the CITY’s property and shall not be removed by League, unless requested by the CITY. League shall provide the City Representative with photographic record of installed banner advertisements within three (3) business days of installation.

Banner Advertisement Dimensions. Excluding CITY banner advertisements, all banner advertisements shall meet the following dimension requirements:

Park	Location	Maximum Dimensions
Pioneer Park	Outfield fences	12ft x 3.5ft
	Dugouts	12ft x 3.5ft
	Bleachers	12ft x 3.5ft
	Tennis court	12ft x 3.5ft

City Use of Banner Advertisement Locations. CITY may advertise or promote CITY programs and events at one (1) or more of the advertising locations identified above at no cost to the CITY. CITY shall provide League with a minimum fifteen (15) day advance notice, specifying the program or event and the dates for posting, prior to the installation date of the CITY's banner advertisement.

BANNER ADVERTISING MATERIALS. All banner advertising materials shall be of the highest industry standards. All banner advertisements shall be affixed using short-term removable material.

CHANGE OF BANNER ADVERTISEMENT. The change out of banner advertisements is League's sole responsibility and shall be performed Mondays through Sunday (when fields are not in use) during the hours of 8 a.m. and 6:00 p.m.

BANNER ADVERTISEMENT MAINTENANCE. League shall maintain banner advertisements in a clean condition free from dirt or residue.

DAMAGE TO BANNER ADVERTISEMENTS. CITY assumes no liability for damages to banner advertisements as a result of causes beyond the control, and without the fault or negligence of the CITY. League shall advise advertisers that vinyl banner advertisements have a limited life span due to sun fading, possible wind damage or vandalism. If a damaged banner advertisement needs to be removed, the CITY shall make its best effort to notify League via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

League shall remove a banner advertisement, or portion thereof, that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, at no cost to CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to League.

If the deficiencies are not corrected within three (3) business days from the date of the CITY's written notice, the CITY may remove the material and bill League accordingly for labor.

CITY shall charge League the standard hourly wage for a CITY Maintenance Worker to remove the material. League shall remit payment to the CITY within thirty (30) business days of receipt of the CITY's invoice.

If League fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

GRAFFITI. In the event that any banner advertising is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to League and request League's replacement of the advertisement at no cost to the CITY. League shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. League, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.

REMOVAL OF DATED MATERIALS. League shall apply an expiration date to the advertising terms for all banner advertisements with dated content. League shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

EXHIBIT “D”**Maintenance Schedule**

CITY shall ensure that Facility is properly maintained daily as set forth in this Maintenance Schedule.

Activity Description	Performed	Notes
Inspect fields/dugouts/etc.	2x per year (pre, mid season)	To be conducted with city and league representatives.
Inspect concession stands	2x per year (pre, mid season)	To be conducted with city and league representatives.
Maintenance and repair of field secured equipment (fences, base anchors)	1x per year (extensive) As needed throughout the season.	Any inquiries regarding maintenance/repairs, please refer to Exhibit “B.” Note: all inquiries will be reviewed by staff and prioritized based on urgency, safety, and budgetary restraints.
Aerate fields (infield & outfields)	1x per year (post season)	
Diamond dragging/leveling	Yearly (pre season)	
Mowing	During season: 1 x week Playoffs/tournaments: 2x week	
Edging (infields)	As needed	
Herbicide – broadgrass/crapgrass	1-2 times/year	
Irrigation times and maintenance.	As needed	
Seeding and/or sod cut	1x/year (pre/post season)	Requires 12-16 weeks to mature (Mid October-Mid January)
Compost (infields)	1x/year (pre season)	
50/50 (infields)	1x/year (pre season)	
Top dress (infields)	1x/year (pre season)	
Verti-cut/Dethatch/Scalp	1x/year (post season)	

League shall ensure that fifty percent (50%) of coaches/league representatives attend one Maintenance Workshop at a date to be determined (TBD) prior to each season that shall be conducted by the CITY’s Public Works Department. The League shall ensure that the Facility is properly maintained daily as set forth in the workshop. This shall also include minor repairs such as dragging of fields and filling of small divots. Refer to Exhibit “B” #15.

EXHIBIT “E”**Liability Sample****City of San Fernando****Release, Waiver of Liability, Assumption of Risk and
Hold Harmless Indemnification Agreement
(Please Read Carefully Before Signing)**

In consideration my participation with the San Fernando National Little League, “the League”, I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of San Fernando as a result of my participation in the League. This release is intended to discharge the City of San Fernando, its officers, officials, employees, and volunteers from and against any and all liability arising out of or connected in any way with my participation in the League, even though that liability may arise out of the negligence or carelessness on the part of persons or Entities mentioned above. I further understand that accidents and injuries can arise out of the League; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to indemnify and holds harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me, or my heirs or assigns, for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

Participant's Signature

Date

Participant's Printed Name**FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this **RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND HOLD HARMLESS INDEMNIFICATION AGREEMENT** and do consent and agree to all of its provisions.

Parent/Legal Guardians Signature

Date

Parent/Legal Guardians Printed Name



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN F. FREEDMAN
Chief Deputy

ANGELO J. BELLOMO, REHS
Director of Environmental Health

JACQUELINE E. TAYLOR, REHS, MPA
Acting Director, Food Inspection Bureau

5050 Commerce Drive
Baldwin Park, California 91706
TEL (626) 430-5250 • FAX (626) 851-3768

www.laphhealth.com/info.cfm

July 30, 2008

Little League/ Youth Sporting Event Organizers

XXXXXX

XXXXXX

Dear Little League Organizer,

As part of our continued commitment to food safety and public health, the Los Angeles County Department of Public Health, Environmental Health is taking this opportunity to remind Little League/Youth Sporting Event Organizers about food safety and food facility permitting requirements.

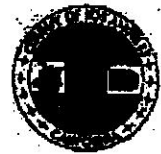
The California Retail Food code governs all retail food service in the State, even small operations like Little League snack stands. In preparation for next season, we suggest you contact your local District office and request that your site be evaluated and permitted prior to offering food to the public. To assist you in complying with State and local regulations, we have listed below the various food service options that are allowed and whether or not they require a Public Health Permit:

Option 1: *Parents/Organizers bring picnic hatches and snacks:* No Public Health Permit is required. See the attached guide for tips on safe food handling.

Option 2: *Parents/Organizers want to sell/serve commercially pre-packaged food only, in a permanent structure but utilize less than 10 square feet of storage and display area.* No Public Health Permit is required.

Option 3: *Parents/Organizers want to sell/serve commercially pre-packaged food only, but utilize 10 square feet or more of storage and display area in an approved structure.* Approval through our Plan Check Program will be necessary. A Public Health Permit is required. Examples of food service would be canned soft drinks, pre-packaged potato chips, candy bars, etc. sold from an approved structure.

ATTACHMENT "E"



BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Option 4: *Parents/Organizers want to sell/serve food that they cook, prepare, slice, serve etc., inside a permanent structure.* Approval through our Plan Check Program will be necessary. A Public Health Permit is required. Examples of food service allowed includes grilling hot dogs and hamburgers, cooking French fries, dispensing soft drinks from a soda machine, warming chilli, melting cheese for Dorito chips, etc. This option allows the full range of food service and affords the organizer the greatest choices in the types of food they'd like to prepare. Many Leagues choose this option because of the flexibility it offers the organizers.

Option 5: *Parents/Organizers want to sell/serve food from a temporary food facility that operates occasionally in conjunction with a community event.* Approval through the local District office will be necessary. A Public Health Permit is required. Examples of food service allowed are based on the temporary setup and accommodations at each site. The District office will need to evaluate each site individually.

If you feel your Little League is not in compliance with one of the above options, please contact your local Environmental Health District office or Nick Brakband, Senior Environmental Health Specialist at (626) 430-5250. We wish you all the best in the upcoming season and remind you to "don't forget to play defense and keep food safe!"

Sincerely,

Jacqueline Taylor
Acting Director Food Inspection Bureau

JT:lc

Attachment: Food Safety Tips
List of District Offices

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: February 17, 2015

Subject: Consideration to Approve Agreement for Engineering Services Related to the City's Supervisory Control and Data Acquisition (SCADA) Radio Communications System for Water Facilities

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1783) with Arcadis U.S. Inc. (Arcadis) for engineering improvements to the City's Supervisory Control and Data Acquisition (SCADA) Radio Communications System, in an amount not to exceed \$19,000; and
- b. Authorize the City Manager to execute the Agreement.

BACKGROUND:

The City derives almost its entire water supply from the Sylmar Groundwater Basin, providing for a reliable and cost effective means for providing water services to the community. The City utilizes four (4) well locations, two (2) reservoirs, and booster pumps for water production and distribution activities. A SCADA Radio Communications System is used to manage and monitor these water production facilities, ensuring that the City's water system continues to meet community needs. As is necessary with technology and communications equipment, system upgrades have been ongoing in order to ensure that these facilities operate safely and efficiently. Costs relative to this equipment will be borne entirely by the City's Water Enterprise Fund.

ANALYSIS:

During the preparation of the City's Fiscal Year 2014-2015 budget, funding was included for system upgrades to the City's SCADA Radio Communications System. The SCADA system

Consideration to Approve Agreement for Engineering Service Related to the City's Supervisory Control and Data Acquisition (SCADA) Radio Communications System for Water FacilitiesPage 2 of 2

provides City staff with the ability to centrally monitor and control all functions of the City's water storage and distribution system. This project entails the replacement of existing obsolete SCADA System components with new communications equipment to ensure the efficient and reliable operations of our water system.

The City has utilized the services of Arcadis to assist with the development of a needs assessment and improvement recommendations for the City's SCADA Communications System. Due to the highly technical nature of SCADA Systems, it was necessary to secure additional expertise to help evaluate existing system hardware/software components and to prepare recovery plans for the existing SCADA System. These steps are now complete and the SCADA System is ready for the next steps of system modernization to make it fully functional.

As proposed, Aracadis will assist the City with the modernization phase of the SCADA System, including configuring new software systems with City computers, installing and updating SCADA alarm systems, programming software updates, and installing a communications module that will allow new components to work with the City's existing radio system. Once complete, these items are expected to bring the City's SCADA system up-to-date and make it functional for regular use.

Based on the Arcadis' familiarity with the City's SCADA System, it is recommended that the City Council authorize the City Manager to execute a professional services agreement to proceed with modernization efforts.

BUDGET IMPACT:

Funding is included in the City's approved Fiscal Year 2014-2015 budget for the SCADA System's modernization. To date, approximately \$17,000 has been expended towards system evaluation efforts and the development of a modernization plan. In accordance with the City's purchasing guidelines, the City Council must approve all agreements with vendors in excess of \$25,000 per fiscal year. Based on this requirement, the City Council is requested to approve this agreement.

CONCLUSION:

It is recommended that the City Council approve the agreement with Aracadis to modernize the City's SCADA System.

ATTACHMENT:

A. Contract No. 1783

ATTACHMENT "A"
CONTRACT NO. 1783**CITY OF SAN FERNANDO**
SHORT-FORM PROFESSIONAL SERVICES AGREEMENT

THIS SHORT-FORM PROFESSIONAL SERVICES AGREEMENT is made and entered into on the 17th day of February, 2015 by and between the CITY OF SAN FERNANDO, a municipal corporation, (hereinafter referred to as "CITY") and ARCADIS, U.S., Inc. (hereinafter referred to as "CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. **CONTRACTOR.** Shall provide or furnish the following specified services and/or materials: Professional Engineering services related to the Supervisory Control and Data Acquisition (SCADA) System Recovery – Phase 2.

2. **EXHIBITS.** The following exhibit is hereby incorporated into and made a part of this Agreement:

- Project Scope of Work attached hereto as Exhibit "A."

3. **TERMS.** The services and/or materials furnished under this Agreement shall commence on February 17, 2015 and shall be completed by May 1, 2015, unless terminated pursuant to Section 5(g).

4. **COMPENSATION.** For the full performance of this Agreement:

a. CITY shall pay CONTRACTOR an amount not to exceed Nineteen Thousand Dollars (\$19,000), to be paid in whole or in progress payments within thirty (30) days following receipt of an invoice. Final payment shall be made on completion/delivery of services/goods as detailed in Sections 1, 2, and 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which CONTRACTOR operates. CITY is not responsible for paying for any work done by CONTRACTOR or any subcontractor above and beyond the not to exceed amount.

b. CITY shall not reimburse for any of CONTRACTOR's costs or expenses to deliver any services/goods, unless specified in CONTRACTOR's quote. CITY shall not be responsible for any interest or late charges on any payments from CITY to CONTRACTOR.

c. CONTRACTOR is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. CITY will not accept or compensate CONTRACTOR for incomplete goods/services.

5. **GENERAL TERMS AND CONDITIONS.**

a. **HOLD HARMLESS.** CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or

arising out of the performance of CONTRACTOR under this Agreement. With regard to CONTRACTOR's work product, CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of CONTRACTOR under this Agreement.

b. **INSURANCE.** CONTRACTOR shall file with CITY a certificate of insurance before commencing any services under this Agreement as follows:

- i. **WORKERS COMPENSATION INSURANCE:** Minimum statutory limits.
- ii. **COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:** General Liability and Property Damage Combined. \$1,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.
- iii. **AUTOMOBILE INSURANCE:** \$1,000,000.00 per occurrence.
- iv. **PROFESSIONAL LIABILITY:** \$1,000,000.00 aggregate.
- v. **NOTICE OF CANCELLATION:** CITY requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
- vi. **CERTIFICATE OF INSURANCE:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance and it shall name "The CITY of San Fernando, California, its elective and appointed officers, employees, and volunteers" as additional insureds.

c. **CITY BUSINESS LICESNE.** CONTRACTOR shall obtain a City business license prior to the commencement of any work in the City of San Fernando.

d. **NON-DISCRIMINATION.** No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, age, ancestry, religion or sex of such person.

e. **INTEREST OF CONTRACTOR.** It is understood and agreed that this Agreement is not a contract of employment and does not create an employer- employee relationship between CITY and CONTRACTOR. At all times CONTRACTOR shall be an independent contractor and CONTRACTOR is not authorized to bind CITY to any contracts or other obligations without the express written consent of CITY. In executing this Agreement,

CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY.

f. CHANGES. This Agreement shall not be assigned or transferred without advance written consent of CITY. No changes or variations of any kind are authorized without the written consent of the City Manager or his/her designee. This Agreement may only be amended by a written instrument signed by both parties.

g. TERMINATION FOR CONVENIENCE OR FOR CAUSE. This Agreement may be terminated by CITY upon seven (7) days written notice to CONTRACTOR. Monies owed for work satisfactorily completed shall be paid to CONTRACTOR within 14 days of termination.

h. RECORDS. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of CITY. CONTRACTOR hereby agrees to deliver those documents to CITY at any time upon demand of CITY. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for CITY and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to CITY within a reasonable time period or as specified by CITY shall be a material breach of this Agreement. CITY and CONTRACTOR agree that until final approval by CITY, all data, plans, specifications, reports and other documents are preliminary drafts not kept by CITY in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to CITY pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by CITY as complete, non-exclusive title to copyright of said work for hire shall transfer to CITY. The compensation recited in Section 4 shall be deemed to be sufficient consideration for said transfer of copyright. CONTRACTOR retains the right to use any project records, documents and materials for marketing of their professional services.

i. NOTICES. Any notices required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's OR CITY's regular business hours; or (b) on the third business day following the United States mail post mark, postage pre-paid, to the addresses heretofore below.

If to City:

Tony Salazar

City of San Fernando

117 N. Macneil Street

San Fernando, CA 91340

If to Contractor:

Daniel Groves

ARCADIS, U.S., Inc.

410 N 44th St Suite 1000

Phoenix, AZ 85008

6. COMPLIANCE WITH LAWS. CONTRACTOR shall be fully informed of and in compliance with all applicable laws, statues, codes, rules, regulations, and ordinances governing or affecting the performance of work.

7. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits.

This Agreement shall become effective upon its approval and execution by CITY.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: Brian Saeki

Name: Christine Cotton

Title: City Manager

Title: Vice President

Date: _____

Date: _____

EXHIBIT "A"**Project Scope of Work****Supervisory Control and Data Acquisition (SCADA) System Recovery – Phase 2****Background**

The City of San Fernando (City) utilizes a Supervisory Control and Data Acquisition (SCADA) system to automation monitoring and control of critical assets related to water and wastewater treatment systems. The first phase focused on immediate recovery of a failed SCADA which had only partial functionality but provided no visual confirmation of system activity or alarms notification of process system events.

The first phase accomplished the following:

- Used data recovery techniques to recover the existing SCADA system software (as is) to allow it to run on new hardware provided by the City. The City can once again monitor the water distribution system via the SCADA computer.
- Recovered ownership of the Wonderware software license and provided quotation from the software vendor to bring the software up to a current version that is under support from the manufacturer.
- Provided a virtual hard-drive image so that the City can use standard IT services to recover the computer in case of future hardware failures.
- Updated the functional diagram of the SCADA system, do document changes made.
- Provided a System Status and Recommendations Report outlining of the next steps required to bring the system back to full functionality.

Background

This scope of services covers work required to address the remaining issues documented in the System Status and Recommendations Report. This scope of work will complete the following tasks:

- 1) Software Update - Update the SCADA system software from version 7.1 to a current, supported version of Wonderware and convert the existing project files.
- 2) Alarm Dialer Update - Install and configure a new alarm notification software (WIN-911) to replace the obsolete SCADAAlarm software and reconfigure all alarms based on previous software configuration and test.
- 3) Communications Module - Configure a new Phoenix Contact Interface Module to allow the current version of Wonderware software to communicate with the legacy Programmable Logic Controllers (PLC) as the current software no longer offers drivers for the obsolete hardware.

- 4) Training - Provide training for City staff on use of the newly upgrade SCADA system including any system functionality changes introduced by the version upgrades.
- 5) Report Update - Update the System Status and Recommendations Report to address current conditions upon completion of this phase.

Assumptions:

1. The City will purchase the latest version of Wonderware software and will maintain a separate support contract with the software vendor.
2. The City will purchase and install the Phoenix Contact Interface Module.
3. Efforts in this phase focus on recovering the SCADA software and does not address any as-yet undiscovered issues with legacy SCADA hardware located in control panels in the office or at the field sites.
4. The City will purchase and configure any computer equipment, whether physical or virtual, required to complete the upgrade.

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MEMORANDUM

To: Mayor Sylvia Ballin and Councilmembers

From: Brain Saeki, City Manager
By: Robert Parks, Chief of Police
Anthony Vairo, Lieutenant

Date: February 17, 2015

Subject: Consideration of Disposition of Surplus City-Owned Personal Property

RECOMMENDATION:

It is recommended that the City Council:

- a. Declare all the items on the Surplus City-Owned Personal Property List (Attachment "A") as surplus; and
- b. Authorize the City Manager to dispose of surplus City-Owned Personal Property in accordance with Chapter 2, Article VI, Division 7, of the City of San Fernando Municipal Code.

BACKGROUND:

1. Periodically, the City retires equipment as surplus City-Owned Personal Property, which requires a formal disposition.
2. The Police Department has a Weapons Replacement Program in place, which strategically rotates out older, damaged or non-functional weapons that could become a liability for the City.
3. In May 2014, the City Council approved the purchase of 50 Glock handguns to replace existing weapons that have been in service for over 10 years.

ANALYSIS:

The Police Department currently has 68 handguns that are deemed surplus and ready to be sold. Staff is requesting approval to have these items available for sale to current sworn employees only pursuant to Chapter 2 – Administration, Article VI – Finance, Division 7. Surplus

Consideration of Disposition of Surplus City-Owned Personal PropertyPage 2 of 2

City-Owned Personal Property Sec. 2-869. Bids; Sales; Exchanges of the San Fernando Municipal Code. Section 2-869 states, "...if the city administrative officer deems it to be to the best interests of the city, he shall, subject to council approval for items over \$500.00, make such sales by public auction or private sale, or exchange." Staff has determined that it is in the City's best interest to sell surplus weapons via private sale to sworn personnel, as public auction or exchange are not viable options. All weapons will be sold "as-is." After approval they will be available for inspection for a period of two weeks.

The weapons listed will be disposed of by sale to current eligible sworn employee's, as per California State and Federal Laws. The Police Department will prepare the "release of liability" forms and the transfer of ownership will be the Employees (new owners') responsibility. Once full payment, proof of ownership is received and verified, the Employee will take possession of the weapon that he or she purchased.

BUDGET IMPACT:

Proceeds from the disposal of surplus City-Owned Personal Property will be deposited in the General Fund.

CONCLUSION:

All weapons shall be sold only to current sworn employees in "as is" condition; the City shall provide no warranty and assume no liability for the condition or use of items sold. Staff requests City Council approval of the sale of the surplus weapon to current sworn employees.

ATTACHMENT:

A. Surplus City-Owned Personal Property List

ATTACHMENT "A"**SURPLUS CITY-OWNED PERSONAL PROPERTY LIST**

MAKE	MODEL	SERIAL #
Glock	21 C	FFK594
Glock	21	FLT960
Glock	21	FLT963
Glock	21 C	FFK592
Glock	21	FLT965
Glock	21 C	FFK596
Glock	21 C	FFK591
Glock	21	FLT974
Glock	21 C	FFK597
Glock	21	FLT966
Glock	21 C	FFK598
Glock	21 C	FFK593
Glock	21	FLT961
Glock	21	KNS715
Glock	21	FLT973
Glock	21	FLT975
Glock	21	KNS717
Glock	21 C	FFK590
Glock	21	FLT971
Glock	21	KNS716
Glock	21	FLT969
Glock	21	FLT967
Glock	21	FLT970
Glock	21 C	FFK595
Glock	21 C	FFK599
Glock	21	FLT962
Glock	21	FLT964
Glock	21	FLT968
Glock	21	FLT972
Glock	22	FLV516
Glock	22	FLV522
Glock	22	FLV509
Glock	22	FLV511
Glock	22	FLV519
Glock	22 C	FGC497
Glock	22 C	FGC498
Glock	22	FLV508
Glock	22	FLV510
Glock	22	FLV512

MAKE	MODEL	SERIAL #
Glock	22	FLV513
Glock	22	FLV514
Glock	22	FLV515
Glock	22	FLV517
Glock	22	FLV518
Glock	22	FLV520
Glock	22	FLV521
Glock	22	FLV523
Glock	22	FLV524
Glock	23 C	FMK577
Glock	23	FLZ928
Glock	23	FLZ925
Glock	23	FLZ929
Glock	23	FLZ924
Glock	23 C	FMK578
Glock	27	HGK974
Glock	35	FMF994
Sig/Sauer	P220	G219190
Colt	Super	16665LW
Colt	Auto	349169
H&K	USP	22-25554
S&W	19-6	BOF2451
S&W	6906	THB5541
S&W	4516	TEE9492
S&W	669	TAF3874
S&W	15-3	1K14458
Ruger	Mark II	285031
Ruger	Mark II	215-81200
Browning	6mm	122263

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: February 17, 2015

Subject: Consideration to Approve Healthy San Fernando! 2015 Campaign

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the City Manager to allocate City staff to begin plans for implementing the City of San Fernando Health! Campaign 2015 (Health Campaign);
- b. Authorize the City Manager to Execute a Memorandum of Understanding (Attachment "A" – Contract No. 1782) with Valley Care Community Consortium (VCCC) to provide fiscal sponsorship for the Health Campaign.

BACKGROUND:

1. On July 1, 2013, the City Council adopted City priorities, which included preliminary plans for implementing a 5K Relay Race.
2. On November 18, 2013, the City Council approved an amendment to the City priorities, which expanded the 5K Relay Race event to include a health campaign.
3. On February 11, 2014, the Parks, Wellness, and Recreation Commission unanimously recommended to present the Health San Fernando! Campaign to the City Council for their consideration at their March 3, 2014 meeting.
4. On March 3, 2014, the City Council approved City staff to begin plans for implementing the City of San Fernando Health Campaign and 5K Relay Race and provide an update to the City Council on the June 2, 2014.
5. In July 2014, the City of San Fernando implemented the Healthy San Fernando! Campaign which included the Healthy San Fernando Advisory Committee.

Consideration to Approve Healthy San Fernando! 2015 CampaignPage 2 of 5

6. On December 3, 2014, the Healthy San Fernando Advisory Committee approved a motion to recommend that the Parks, Wellness, and Recreation Commission implement the Healthy San Fernando! 2015 Campaign.
7. On December 9, 2014, the Parks, Wellness, and Recreation Commission unanimously recommended to present the Healthy San Fernando! 2015 Campaign to the City Council for their consideration at their February 17, 2015 meeting.

ANALYSIS:City Residents Health

The United States faces increased health care costs and diminished quality of life. In particular, over the past three decades, childhood obesity rates in the United States have tripled. Today, nearly one in three children in the United States is overweight or obese. This epidemic is estimated to cost Americans \$150 billion in added health care expenses every year. According to the Los Angeles County Department of Public Health, 37.7% of children in San Fernando are overweight, compared to 23.0% of children in Los Angeles County. Overweight children and adults are at greater risk for developing numerous adverse health conditions that include: stroke, type 2 diabetes mellitus, high blood pressure, high cholesterol, certain cancers, and depression. In addition, the City of San Fernando is a predominantly Hispanic community, and according to the Office of Minority Health, Mexican Americans are almost twice as likely as non-Hispanic Whites to be diagnosed with diabetes. Because diabetes is prevalent in this population, it is predicted that one in three United States born children could develop diabetes during their lifetime.

Promoting Healthy Eating and Active Living

Cities and their residents are facing increased health care costs and diminished quality of life due to the epidemic of obesity and being overweight. City leaders across California are advocating to helping stem the obesity epidemic in their communities (Source: Cities' Role in Reversing the Obesity Epidemic, The Healthy Eating Active Living Cities Campaign). Being overweight or obese is the result of consuming too many calories and not getting enough physical activity. According to the Community Preventive Services Task Force, there are strategies for improving eating and physical activity behaviors that can be utilized by public health professionals, community organizations, legislators, departments of parks, recreation, transportation, and planning, and the media, which can include:

- Behavioral and Social Approach: aim to improve health by teaching behavior change skills and providing social support for people who are trying to begin or continue regular physical activity.

Consideration to Approve Healthy San Fernando! 2015 CampaignPage 3 of 5

- Campaigns and Informational Approach: aim to change knowledge about physical activity benefits, increase awareness about ways to increase physical activity in the community, explain how to overcome barriers and negative attitudes about physical activity, and increase participation in community-based activities.
- Environmental and Policy Approach: designed to provide opportunities, support, and cues to help people be more physically active. They may involve the physical environment, social networks, organizational norms and policies, and laws.

Many national efforts have focused on encouraging the public to make healthy food choices along with increasing their level of physical activity, which include the First Lady Michelle Obama's Let's Move Campaign, President's Challenge Program, National Football League PLAY 60 Campaign, and the California Center for Public Health Advocacy's Healthy Eating and Active Living Campaign. In addition, many cities have implemented city-wide health campaigns, which include City of Baldwin Park, City of El Monte, and the City of Fontana.

Healthy San Fernando! Campaign 2014

The Health Campaign in 2014 provided the City the opportunity to implement two of the three strategies listed above. City staff and partners believe it was a huge success as it helped bring awareness to adopting healthy lifestyles that help prevent chronic diseases in the City of San Fernando. The Health Campaign began on July 4, 2014, and is set to end on June 30, 2015. It is estimated that the campaign captured over 100,000 impressions thus far from marketing, events, and programs. The project promoted healthy eating and active living concepts into several yearly implemented City-sponsored events that included the creation of a 5K Run/Walk Relay and marketing outreach to the residents of San Fernando. It is projected that all hard cost for implementation of the campaign will be covered by the fundraising efforts and registration fees. Any additional funds raised will be used for wellness efforts in San Fernando, including Healthy San Fernando! 2015.

Proposed Campaign for 2015

Similar to 2014, the Health Campaign 2015 will include the promotion of healthy eating and active living concepts into several yearly implemented City-sponsored events which include the 5K Relay Race, and marketing outreach to the residents of San Fernando. However, the Health Campaign 2015 will be consolidated into 16 weeks starting July 4, 2015 through November 7, 2015. The campaign will provide a total of eight events and include weekly marketing to the residents of San Fernando. In addition, the Los Angeles County Department of Parks and Recreation will partner up to provide the kick-off event at the San Fernando Regional Pool Facility (refer to Attachment "B").

Consideration to Approve Healthy San Fernando! 2015 CampaignPage 4 of 5

Oversight Committees

The 2014 Planning Committee will continue to provide guidance to City staff regarding the planning and implementation of the Health Campaign 2015. The committee will be composed of community leaders from the following: the San Fernando Partnership for Healthy Families, including Mission Community Hospital, Valley Care Community Consortium, California State University, Northridge, the Los Angeles County Department of Parks and Recreation, Los Angeles County Department of Public Health, Ford Theatre Foundation, Kaiser, and City of San Fernando Parks, Wellness, and Recreation Commission.

Projected Revenues and Expenditures

It is the goal of City staff and the Committees to implement a cost neutral campaign. It is estimated that the total budget for the Health Campaign will be approximately \$30,000 (refer to Attachment "B"). In addition, it is estimated that the Health Campaign can generate up to \$30,000 in fees from sponsorships, race entrance fees, and a planned vendor fair. There will be two fundraising deadlines monitored to ensure the City does not over commit financially. If these milestones are not achieved then the campaign and/or race will be cancelled.

- June 5, 2014: secure \$15,000 in monies (or 50% of estimated costs).
- July 31, 2014: secure \$22,500 in monies (or 75% of estimated costs).

BUDGET IMPACT:

There will be no budget impact to the Fiscal Year (FY) 2014-2015 and FY 2015-2016 General Fund. All hard costs associated with the Health Campaign will be paid through fundraising efforts and entrance fees.

CONCLUSION:

Cities and their residents are facing increased health care costs and diminished quality of life due to the epidemic of obesity and being overweight. The Health San Fernando! 2015 Campaign will provide the City with opportunities that continue to promote healthy eating and active living to community residents in order to help prevent chronic diseases that include diabetes. Therefore, City staff is recommending that the City Council:

1. Authorize the City Manager to allocate City staff to begin plans for implementing the Healthy San Fernando! 2015 Campaign; and

Consideration to Approve Healthy San Fernando! 2015 CampaignPage 5 of 5

2. Authorize the City Manager to execute a Memorandum of Understanding (Attachment "A") with Valley Care Community Consortium (VCCC) to provide fiscal sponsorship for the Health Campaign.

ATTACHMENTS:

- A. Contract No. 1782
- B. Healthy San Fernando 2015 Proposal

ATTACHMENT "A"
CONTRACT NO. 1782**Memorandum of Understanding between Valley Care Community Consortium and City of San Fernando**

This Memorandum of Understanding (MOU) is entered into by Valley Care Community Consortium (VCCC), located at 7515 Van Nuys Blvd. 5th Floor, Van Nuys, CA 91405 (housed at Mid Valley Comprehensive Health Center) and City of San Fernando. The purpose of the MOU is to define a fiduciary relationship between VCCC and City of San Fernando for financial administration of designated projects related to the City of San Fernando's Healthy San Fernando 2015 Campaign, as decided by mutual agreement of both parties.

Whereas,

1. Valley Care Community Consortium is a 501 (C) (3) non-profit health and mental health planning consortium dedicated to acting as a catalyst for improving access to care within Service Planning Area 2 of Los Angeles County. The VCCC Vision; Valley Care Community Consortium leads a collaboration of public and private community partners to advocate, plan, assess needs and facilitate development of effective programs and policies to improve the health of the residents in the San Fernando and Santa Clarita Valleys. VCCC has developed expertise in grant administration including fiscal management of grant funds.
2. City of San Fernando – began preliminary plans for a health campaign and 5K to take place between July 4, 2015 and November 7, 2015. The project is designed to bring awareness to residents of the City of San Fernando to adopt healthy lifestyles to avoid chronic diseases, including diabetes. The project will include several events, with a major focus on a large 5K Relay Race scheduled for October of 2015.
3. City of San Fernando – has several grant –funded projects and sub-contracts in place currently, none of which VCCC is the fiscal agent. Upon mutual agreement of this MOU the City of San Fernando is agreeing that VCCC will act in the role of fiscal agent for the sole purpose of the Health Campaign and Relay Race. The City of San Fernando has requested that VCCC provide these services.

A. Responsibilities for Valley Care Community Consortium

A-1 VCCC when requested will assume the role of fiduciary agent for City of San Fernando for the 2015 Health Campaign and Relay Race. Fiscal responsibilities will include processing check requests, purchase orders, disbursement of funds, and appropriate subcontracts with consultants and vendors as directed by City of San Fernando. Fiscal reports on the distribution of funds will be provided as needed by City of San Fernando and grant reporting guidelines. Expense vouchers, mileage reports, purchase orders and all items needing reimbursement will be reviewed for contract line item compliance and all funds to be paid out must be submitted by way of voucher, expense report, invoice or other electronic or hard copy request for items not requested in such manner receipts must be submitted prior to being reimbursed. VCCC will complete all required financial reports within 5 business days of request. All reports required by funders will be completed at least five days prior to the due date for review by City of San Fernando.

A-2 Any future consultants to be hired for City of San Fernando projects where VCCC serves as the fiscal agent will be selected by City of San Fernando however notification of changes in staffing and consultants should be made known to VCCC so that correct payment obligations are known.

A-3 VCCC will insure that there is no duplication of charges across various funding sources. At the direction of City of San Fernando, VCCC will also obtain any necessary approvals to move funds or add line items to the budget as directed by City of San Fernando as/and allowed by the funding source.

A-4 VCCC will have the right to decline City of San Fernando projects that may not be in alignment with the VCCC Vision or Mission, are not part of the health campaign, and/or in those instances where VCCC is planning to apply to the same funder and therefore may create a conflict of interest.

A-5 VCCC Director must have the approval of the VCCC Board of Directors to assume the role of fiscal agent for the project request.

B. Responsibilities of City of San Fernando

B-1 City of San Fernando is responsible for achieving the overall objectives of the projects and is responsible for meeting the grant/funding objectives as set forth in the grant/funding agreement. In addition City of San Fernando will direct the spend-down of grant funds as listed in the approved grant budget.

B-2 City of San Fernando will supervise and direct the work of City of San Fernando staff and consultants, including the Program Manager and other staff members and consultants that are hired for the purpose of completing the objectives of the funded project.

B-3 City of San Fernando will acknowledge VCCC's fiscal agent role as appropriate in written and verbal communications and in return VCCC will acknowledge and credit City of San Fernando for outcome accomplishments achieved as a result of the funded project.

B-4 All invoices and financial issues will be brought to the Director of VCCC for approval and payment. City of San Fernando will designate up to two (2) individuals who will be authorized to sign and approve all invoices to be paid out by VCCC. No payments will be distributed without the written approval of a designated City of San Fernando authorized staff member. Approval will be accepted via hard copy with signature or via email correspondence.

B-5 City of San Fernando will communicate directly with VCCC director or member of the VCCC Executive Committee member of the VCCC Board of Directors regarding any financial and operational matters at least annually or on an as needed basis pending issues that may arise.

B-6 For grants and subcontracts in which VCCC will be the fiscal agent, VCCC will use an indirect rate of 8% for one year projects and 10% for multi-year projects when creating a budget. Any variation from these stated rates will be negotiated in advance to reach a mutually satisfactory agreement and must be approved by City of San Fernando leadership and VCCC Board of Directors. VCCC will have an opportunity to review grant budgets prior to their submission to funders for those that VCCC is to provide fiscal oversight.

C. Term of the Agreement

This Agreement will commence on February 15, 2015 and will remain in force for one year or until grant activities are complete and funds expended. This Agreement may be automatically renewed annually as mutually decided by VCCC and City of San Fernando.

The Agreement may be terminated by either party prior to grant completion upon a 60-day written notice. If terminated prior to grant completion City of San Fernando will be required to cc funder if they terminate the contract and if VCCC terminates the contract they will be required to notify the funder that they will no longer act in the role of fiscal agent and provide a detail report to City of San Fernando and funder of status of grant funds as of termination date.

Brian Saeki, City Manager, City of San Fernando

Date

Patty Ochoa, Director, Valley Care Community Consortium (VCCC)

Date

President VCCC Board of Directors

Date

ATTACHMENT "B"**PROJECT TITLE: *HEALTHY SAN FERNANDO 2015 CAMPAIGN*****OVERALL PROJECT DESCRIPTION:**

Begin preliminary plans for Healthy San Fernando 2015. Similar to 2014, this project is designed to continue to bring awareness to residents of the City of San Fernando to adopt healthy lifestyles to avoid chronic diseases, including diabetes. The project will provide 16-weeks of programming/events throughout summer and fall that would provide access for the city/partners to communicate to the community about diabetes awareness/prevention.

Events (July4, 2015 to November 7, 2015) include:

1. Family Aquatic Challenge
2. Concerts at the Park (2)
3. Movies at the Park and JAM Sessions (2)
4. 5K Relay and Family Activity Zone
5. Dia de Los Muertos Celebration
6. Northeast San Fernando Diabetes Expo

Marketing (July4, 2015 to November 7, 2015):

- Deliver social marketing campaign promoting Healthy Eating and Active Living via:
 - RCS Programs: Outreach: 35,000 people (250,000 impressions)
 - City Communications (water bills, mailings, bus shelters, etc.) (6,000 people)
 - Advertisements via media (social, print, etc.) 40,000 people
 - Estimated total outreach: 81,000 people

PARTNERS INVOLVED**Two Committees:**

- 1) Planning Committee = logistics of event, contacting sponsors, etc.
- 2) Advisory Committee = Guidance and directions to planning committee

- Councilmember: Robert Gonzales
- 2 commissioners from Parks and Recreation: Danitza Pantoja, Joe Ponce
- RCS staff: Ismael Aguila
- Local partners:
 - Audrey Simons, Mission Community Hospital
 - Patty Ochoa, Valley Care Community Consortium
 - Amy Weisse, Kaiser Permanente
 - Dr. Frank Alvarez, Los Angeles County Department of Public Health
 - Dr. Steven Loy, California State University, Northridge
 - Trevor Zemp, Los Angeles County Department of Parks and Recreation
 - TBD, Ford Theatre Foundation

ESTIMATED EXPENDITURES FOR CAMPAIGN & RACE

- T-shirts - \$3-5/shirt (1000 shirts) - \$3,000 total
- Street closure (PW) - \$2,000
- Security (PD) - \$1,500
- Race day/finish line equipment
(Registration, start/finish line, signs, bibs, clocks, etc.) - \$3,000
- Medical - \$500
- Finisher metals - \$2000
- Marketing/race form entry material - \$4,000
- Stage/Entertainment - \$1500
- Table/chairs - \$500
- Consultant and Event Coordinator: \$10,000
 - Including paid assistants for race day
- Stipends: \$2,000

Total expenditures: \$30,000

REVENUES FOR CAMPAIGN & RACE: \$30,000

Sponsorships: \$24,000

Registration: \$3,000

Vendors: \$3,000

METHOD: #1. Race Registration

Categories include:

Open: Open to all of all ages/levels - \$20/team

Family: composed of family members (min 1 child and 1 adult) - \$20/team

School: representing school - \$25/team (50% proceeds go back to schools as a fundraising effort)

Corporate: employees of business - \$30/team

5K (3.1mile) Relay Race/Walk:

This is relay run/walk designed to be held at Recreation Park that includes a 1.03 mile loop. There will be teams of 3 recruited to participate in the event. Revenues will go to pay for expenses. Any additional funds will go to city wellness account.

METHOD #2: Sponsorship Levels

- Title Sponsor - \$10,000 (maximum of 1)
- Platinum Sponsor - \$5,000 (maximum of 2)
- Gold Sponsor - \$2,500
- Silver Sponsor - \$1,000
- Bronze Sponsor - \$500
- Friend Sponsor - \$250

METHOD #3: Misc.

- Vendors – sell spaces for funding
- Parking space costs
- Donations
- Grants
- In kind:

FISCAL SPONSOR:***Valley Care Community Consortium*, Non-profit # C2944518**

- Established in 1995, Valley Care Community Consortium (VCCC) is the health and mental health planning collaborative for Los Angeles County's Service Planning Area 2 (SPA 2), representing the 2 million plus residents of the San Fernando and Santa Clarita Valleys.
- Collaborative partner with City: Diabetes Expo, Disaster Preparedness Program, City Walking Programs.
- **Fundraising target of \$15,000 by June 5, 2015**

CONSULTANT:

The City will contract out with an event coordinator and race consultants to maximize efforts and minimize impact on city staff. They will coordinate with the Planning Committee, Advisory Committee, CSUN interns, and City Staff to aid in the “production” of the campaign and 5K race.

FUNDRAISING:

City staff along with a campaign coordinator will manage the project with assistance from the Planning Committee, CSUN interns, Advisory Committee, and Event Consultant. City staff will NOT be responsible for fundraising.

IN-KIND ASSISTANCE:

- **California State University, Northridge**
 - The Kinesiology Department will provide:
 - 4 interns to assist with planning, marketing, and fundraising

- 30+ student volunteers to help on race day
 - CSUN Wellness Institute will provide assistance in marketing the race for participants and volunteers for the day of the event.
- **Mission Community Hospital**
 - Assist with fundraising, planning of logistics, and marketing of event.
- **Valley Care Community Consortium**
 - Assist with fundraising, planning of logistics, and marketing of event.
 - Agree to be a fiscal sponsor for all fundraising of for the event.
- **Kaiser**
 - Assist with planning of logistics and marketing of event.
- **Los Angeles County Department of Public Health**
 - Provide technical assistance to gathering and interpreting health data of campaign success.
- **Los Angeles County Department of Parks and Recreation**
 - Design and implement kick-off event at San Fernando Regional Pool Facility.
- **Ford Theatre Foundation**
 - Provide JAM Sessions and promotion of campaign events.

SPONSORSHIP APPLICATION

My Organization commits to the following sponsorship level:

- | | |
|---|---|
| <input type="checkbox"/> \$10,000 Title Sponsor | <input type="checkbox"/> \$1,000 Silver Sponsor |
| <input type="checkbox"/> \$5,000 Platinum Sponsor | <input type="checkbox"/> \$500 Bronze Sponsor |
| <input type="checkbox"/> \$2,500 Gold Sponsor | <input type="checkbox"/> \$250 Friend sponsor |

Company Name: _____

Contact Person: _____

Address: _____

City: _____

Cell: _____

Email: _____

Total Payment: \$ _____

Please make check payable to:
Valley Care Community Consortium / San Fernando Healthy Campaign
Tax Federal ID # 95-6000779 (Non-Profit 501c #: 20-5569606)
For more question, please contact us at: (818) 898-1290

Thank you for your support!

CONTACT:

Ismael Aguila
Director of Recreation and Community Services.
City of San Fernando
iaguila@sfcity.org
(818) 898-1290

WWW.HEALTHYSANFERNANDO.COM



HEALTHY SAN FERNANDO 2015

The City of San Fernando invites you to support **The 2nd Annual Healthy San Fernando! Campaign**. The goal of the campaign is to encourage families to eat healthy and be more physically active to prevent the risk of chronic diseases, including diabetes. The 16-week campaign includes:

- **Health Promotion:** Healthy social marketing efforts to approximately 45,000 residents of the Northeast San Fernando Valley.
- **5K Relay Race:** Scheduled for October and includes a 5K Run/Walk Relay Race, Tot Run, Health Fair, and Family Activity Course and Challenge.
- **Annual City-sponsored** community events targeting 6,000 families of the City of San Fernando.

Sponsoring Healthy San Fernando! will provide your organization 16 weeks of marketing opportunities for your business. Don't miss out on this exciting opportunity to get involved in your community!

The Healthy San Fernando! Campaign is a collaborative effort by the San Fernando Partnership for Healthy Families, City of San Fernando, **Ford Theatre Foundation**, Mission Community Hospital, Valley Care Community Consortium, Kaiser, Los Angeles County Department of Public Health and Parks and Recreation, San Fernando Community Health Center, Kiwanis of San Fernando, and California State University, Northridge Kinesiology Department.

8 FEATURED EVENTS July 4, 2015 through November 7, 2015

- Family Aquatic Challenge (hosted by the San Fernando Regional Pool Facility): July, 2015
- Concerts in the park (2)
- Movie at the Parks and JAM Sessions (2)
- 5K Relay Race & Family Fun Zone - October, 2015
- Dia De Los Muetros Celebration - November 1, 2015
- Northeast San Fernando Diabetes Expo - November, 2015



BENEFIT OF SPONSORSHIP

TITLE SPONSOR \$10,000 (maximum of 1)

5K Relay Race Benefits:

- ✓ Corporate name included as the official 5K Relay Race Name
- ✓ Prime logo in all 5K race marketing material (including name on front of t-shirt, race bibs, banners, sign, and other printed items)
- ✓ Sponsor display at event
- ✓ Vendor booth space at event
- ✓ Link & Logo on event website and other social networks
- ✓ 12 race entries (36 employees, family, friends)
- ✓ Promotional items in race packet
- ✓ Recognition in race packet
- ✓ Recognition during announcements

Campaign Benefits:

- ✓ Corporate name and logo included as the primary sponsor for the health campaign
- ✓ Prime logo in all marketing health campaign material (including flyers, sign, media press release, and other printed items)
- ✓ Corporate name and logo promotion in all campaign events
- ✓ Vendor booth space at health events and recognition during announcements



PLATINUM SPONSOR \$5,000

5K Relay Race Benefits:

- ✓ Large logo in all 5K Relay Race marketing material (including t-shirt, race bibs, banners, sign, and other printed items)
- ✓ Sponsor display at event
- ✓ Vendor booth space at health events
- ✓ Logo on event website and other social networks
- ✓ 8 Race entries (24 employees, family, friends)
- ✓ Recognition in race packet
- ✓ Recognition during announcements

Campaign Benefits:

- ✓ Large logo in all marketing health campaign material (including flyers, sign, media press release, and other printed items)
- ✓ Vendor booth space at health events

BRONZE SPONSOR \$1,000

5K Relay Race Benefits:

- ✓ Small logo in all 5K Relay Race marketing material (including t-shirt, race bibs, banners, sign, and other printed items)
- ✓ Sponsor display at event
- ✓ Vendor booth space at health events
- ✓ Logo on event website and other social networks
- ✓ 2 Race entries (6 employees, family, friends)
- ✓ Recognition in race packet

SILVER SPONSOR \$500

5K Relay Race Benefits:

- ✓ Name in all 5K Relay Race marketing material (including t-shirt, race bibs, banners, sign, and other printed items)
- ✓ 1 Race entries (3 employees, family, friends)
- ✓ Name on event website and other social networks
- ✓ Recognition in race packet

FRIEND SPONSOR \$250

5K Relay Race Benefits:

- ✓ Name on event website and other social networks
- ✓ Recognition in race packet

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: February 17, 2015

Subject: Consideration to Approve the City of San Fernando Family Fitness Facility

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to direct City staff to designate the back patio of Recreation Park to function as the City of San Fernando Family Fitness Facility.

BACKGROUND:

1. On April 8, 2011, the Recreation and Community Services (RCS) Department established a joint partnership with Mission Community Hospital (MCH) and the California State University, Northridge Kinesiology Department (CSUN) to provide healthy programming at City park facilities. This partnership was named the City of San Fernando Partnership for Healthy Families.
2. Since April of 2011, the City of San Fernando Partnership for Healthy Families has been awarded approximately \$50,000 in funds to implement fitness programming at City park facilities to reduce the obesity in San Fernando and the community's risk of chronic diseases such as Diabetes. One of the key programs developed from this joint partnership was the 100 Citizens Program.
3. In October of 2012, the 100 Citizens Program was awarded with the Popular Choice Award from First Lady Michelle Obama's Let's Move! Communities on the Move Video Challenge.
4. In the school year of 2012, the CSUN Kinesiology Department was able to fundraise \$6,400 for park improvements at Recreation Park to enhance the 100 Citizen Fitness Program.
5. Since 2012, the RCS Director and Dr. Steven Loy (Professor of Kinesiology at CSUN and the creator of the 100 Citizen Program) have been in discussions on how the monies from the fundraising could be utilized at Recreation Park.

Consideration to Approve the City of San Fernando Family Fitness FacilityPage 2 of 3

6. On January 13, 2015, Dr. Loy proposed to build the San Fernando Family Fitness Facility in an underutilized location at Recreation Park.
7. On December 9, 2014, the Parks, Wellness, and Recreation Commission unanimously recommended to present the City of San Fernando Family Fitness proposal to the City Council for their consideration at their February 17, 2015 meeting.

ANALYSIS:100 Citizens Program

The 100 Citizens Program was conceived by Dr. Loy as part of the City of San Fernando Partnership for Healthy Families. The program was designed to provide the community of the City of San Fernando with an affordable (free), accessible (public park), and sustainable physical activity program delivered by CSUN Kinesiology students. The key success of the program is that the San Fernando residents receive valuable instruction from knowledgeable Kinesiology students trained in the field of exercise and physical activity at no cost to the City. In this model, supervision is provided by both the RCS Director and Dr. Loy. This provides an ideal environment in which student gains practical experiences applying their education in a community setting and participants receive quality health information, which allows a safe progression to a healthier lifestyle.

Since 2011, the 100 Citizen Program has helped increase park usage and transformed Recreation Park to become known as the "Wellness Park." In a study conducted by the RAND Corporation in 2013, Recreation Park had a significant higher usage of park visitors engaging in moderate physical activity compared to comparable parks with similar ethnic populations. These increases are most likely attributed to daily fitness programming provided by the 100 Citizens and access to outdoor fitness equipment/walking paths. Today, the 100 Citizens provides multiple programs each week, including Adult Exercise Program, Senior Fitness Program, and the Diabetes Prevention Program. These programs are in high demand and attract approximately 300 visits per week.

Proposed San Fernando Family Fitness Facility (SFFF)

The proposed project is to create a permanent community fitness facility to provide programming for the residents of San Fernando. The fitness programming will target children, teens, adults, and seniors living in or around the City of San Fernando. The SFFF will allow for the Recreation and Community Services Department and 100 Citizens to enhance fitness programs by providing a permanent location to operate. At this time, the 100 Citizens Program is very limited and is conducted throughout Recreation Park, including sidewalks, indoor/outdoor basketball courts, multipurpose room, and grass fields.

Consideration to Approve the City of San Fernando Family Fitness Facility

Page 3 of 3

The SFFF will be located on the back patio of the Northeast side of Recreation Park. The area is approximately 1,072 square feet of underutilized public space. The following are the projected improvements and costs for the SFFF (refer to video for details):

Projected Costs for the City of San Fernando Family Fitness Facility		
Improvements	Details	Costs
Outer Wrought-Iron Fence	This fence will ensure a location to conduct fitness classes and storage of equipment.	\$7,000
Railing System	This customized railing will allow for specific functional training to target adults, children, and seniors.	\$3,500
Fitness Equipment	Allow for enhancing fitness programming.	\$2,000
Signage	Provide marketing opportunities for programming promotions.	\$2,500
Total		\$15,000

Funding Sources		
Source	Amount	Percentage
CSUN Fundraising Efforts	\$6,200	41%
City (Quimby Funds)	\$8,800	59%
Total	\$15,000	100%

BUDGET IMPACT:

There will be no budget impact to the Fiscal Year 2014-2015 General Fund as City staff has budgeted for projected expenses. In addition, all hard costs associated with the San Fernando Family Fitness Facility will be paid through fundraising efforts from California State University, Northridge and Quimby Funds (Fund 19).

CONCLUSION:

Since 2011, the California State University, Northridge Kinesiology Department and Dr. Loy has provided the City of San Fernando with valuable assistance to help improve the health of San Fernando residents. The 100 Citizens Program offers the community affordable (free), accessible (public park), and sustainable physical activity program delivered by CSUN Kinesiology students at no cost to the City. The City of San Fernando Family Fitness Facility will create a permanent community fitness facility that will help enhance community fitness programming to residents of San Fernando. Therefore, City staff is recommending that the City Council authorize the City Manager to direct City staff to designate the back patio of Recreation Park to function as the City of San Fernando Family Fitness Facility.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Brian Saeki, City Manager

Date: February 17, 2015

Subject: Consideration to Approve a License Agreement between the City of San Fernando and the United States Postal Service Federal Credit Union for the Use of City Hall Office Space

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to sign the License Agreement (Attachment "A" – Contract No. 1779) between the City of San Fernando and the United States Postal Service Federal Credit Union (USPSFCU) for the Use of City Hall Office Space, subject to the term and license fee noted therein.

BACKGROUND:

On January 20, 2015, City Council voted to authorize the City Manager to negotiate the terms of an agreement for the proposed use of office space within San Fernando City Hall by USPSFCU.

As previously noted, the USPSFCU in Mission Hills will be closing its doors effective February 28, 2015. Mireya Mejia, Branch Manager from that facility, had approached the City with a proposal to lease office space at City Hall.

ANALYSIS:

As previously proposed in the January 20, 2015 Agenda Report to City Council (Attachment "B") and noted in the attached License Agreement (Attachment "A"), USPSFCU would seek to occupy the space where the City Treasurer office was situated (noted in Exhibit "A" of said License Agreement as Room 123 and Room 124-Vault). The USPSFCU relocation to City Hall will also include installation of an ATM just outside the City Hall front office entrance facing Macneil Street.

The City Treasurer and her staff have been relocated across the hall to the Finance Department's office area. Consolidation of these two offices in one physical location is intended to help overcome some ongoing staffing issues in both of those areas attributed to counter

Consideration to Approve a License Agreement between the City of San Fernando and the United States Postal Service Federal Credit Union for the Use of City Hall Office SpacePage 2 of 3

coverage shortfalls resulting from lack of personnel in both offices to cover vacations, sick leave, etc. Furthermore, physically centralized facilities would help facilitate enhanced communication and coordination between the Finance and Treasurer personnel on cross departmental work associated with enhanced internal financial controls, centralized cash deposits, and automation of Police Department cashiering via the use of second cashiering system no longer needed at the former Treasurer's office.

The main components of the License Agreement are as follows:

- Initial three (3) year term and a maximum of two (2) consecutive two-year extension followed by one (1) extension;
- Office Hours to match City's "normal hours of operation" that currently include being open between 7:30 a.m. and 5:30 p.m., Monday through Thursday, and open from 8:00 a.m. to 5:00 p.m. on alternate Fridays;
- Shared use of City Hall restrooms and break/lounge area and employee parking at City Parking Lot 6N for up to four (4) employees;
- USPSFCU to make all physical improvements to office space needed to initiate operation at their sole expense;
- USPSFCU to install a publicly accessible ATM just outside of the City Hall front entrance along Macneil Street at their sole expense;
- USPSFCU to pay the City a monthly fee of \$1,194.75 (equivalent to \$2.25 per square foot for 531 square feet of space within Room 123 and Room 124-Vault) that would result on an annual license fee of \$14,337 to the City use of the subject space.

BUDGET IMPACT:

The City Council's approval of the License Agreement between the City and USPSFCU would result in an increase in General Fund revenue of \$1,194.75 per month, or \$14,337 for a 12-month period, for the term of the License Agreement. In addition, USPSFCU would undertake physical improvements to City office space and installation of a new ATM accessible to the public in general at their own expense.

Consideration to Approve a License Agreement between the City of San Fernando and the United States Postal Service Federal Credit Union for the Use of City Hall Office SpacePage 3 of 3

CONCLUSION:

It is staff's assessment that City Council approval of the License Agreement between the City and USPSFCU is warranted at this time. The resultant use of City Hall office space by USPSFCU would provide improved access to City residents and employees that are credit union customers as well as provide visitors to City Hall seeking to pay water bills and/or other City fees with access to an ATM. Furthermore, location of the USPSFCU offices in City Hall would also have the potential to increase foot traffic by visitors to the USPSFCU offices to the Civic Center and nearby downtown areas.

ATTACHMENTS:

- A. Contract No. 1779
- B. January 20, 2015 Agenda Report to City Council

ATTACHMENT "A"
CONTRACT NO. 1779

2015

LICENSE AGREEMENT

(Parties: City of San Fernando and United States Postal Service Federal Credit Union)

(Portions of 117 Macneil Street San Fernando, CA 91340)

THIS 2015 LICENSE AGREEMENT ("Agreement") is made and entered into this 17th day of February, 2015 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and the United States Postal Service Federal Credit Union, a credit union subject to National Credit Union Administration regulations ("USPSFCU"). For purposes of this Agreement the capitalized term "Parties" shall be a collective reference to both CITY and USPSFCU. The capitalized term "Party" may refer to either CITY or USPSFCU interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY is the owner of certain real property located 117 Macneil Street, San Fernando, CA 91340, commonly referred to as San Fernando City Hall (hereinafter, the "Property");

WHEREAS, the Property includes office space with vault room comprised of 531 square feet (hereinafter, "Room 123" as noted in Exhibit A to this Agreement); and

WHEREAS, the Property also includes an area adjacent to the entrance of the City Hall facility which consists of approximately 10 square feet (hereinafter, the "Proposed ATM Location" as also noted in Exhibit A to this Agreement); and

WHEREAS, the term "Licensed Area" shall be a collective reference to both Room 123 and the Proposed ATM Location";

WHEREAS, USPSFCU wishes to use Room 123 for the administration of its credit union activities, which include banking operations and financial counseling; and

WHEREAS, USPSFCU, in consideration for the non-exclusive use of the Licensed Area, agrees to pay for certain routine repair, maintenance and upkeep of Room 123; and

WHEREAS, this Agreement is intended to confer upon USPSFCU a license for the use of Licensed Area and to set forth the reciprocal duties and obligations of the Parties and the conditions and procedures for USPSFCU's use of the Licensed Area.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

SECTION 1. GRANT OF LICENSE AND TERMS OF USE

A. Grant of License to Use Licensed Area.

i. Grant of License. Subject to the terms and conditions set forth under this Agreement, CITY hereby grants to USPSFCU a license to access the Property and use the Licensed Area for the purpose of conducting credit union operations and the placement, operation and maintenance of an ATM machine as indicated in Exhibit A. The forgoing notwithstanding, the Parties acknowledge, understand and agree that the use of the Licensed Area authorized under this Agreement shall be subordinate to the use of the Licensed Area as public space, including public office space, however USPSFCU shall have the right to appropriately restrict access to portions of Room 123 as reasonably necessary to comply with National Credit Union Administration ("NCUA") Rules and Regulations, and other applicable laws regarding securing, protecting any confidential, sensitive, or proprietary information stored, or accessible in the Licensed Area. In the event CITY requires access to any restricted portion of Room 123, CITY shall confer with USPSFCU upon no less than twenty (24) hours prior written notice to arrange for secured and supervised access by CITY personnel or contractors to such restricted portions of Room 123 in a manner that complies with NCUA Rules and Regulations. USPSFCU personnel shall have the right to be present during periods in which CITY personnel or contractors must access otherwise restricted portions of Room 123. Nothing in this Agreement shall prevent immediate access to any portion of the Licensed Area without notice to USPSFCU by CITY personnel or public safety personnel in the event of an emergency where access any portion of the Licensed Area is necessary to abate the emergency and prevent harm or injury to persons or property.

ii. Term. This Agreement shall have a term of three (3) years commencing from the Effective Date ("Term"). The Agreement shall extend automatically for a maximum of two (2) consecutive two-year extension followed by one (1) one-year extension term subject to the same terms and conditions set forth herein. The foregoing notwithstanding, nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement as provided herein.

iii. General Terms of Use.

a. Hours of Operation. Room 123 shall be available for use by USPSFCU commencing on the Effective Date during CITY's Normal Hours of Operation. For purposes of this Agreement, "Normal Hours of Operation" means and refers to the hours between 7:30 a.m. to 5:30 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. on alternate Fridays, or as such hours may be modified by CITY.

b. Use of Certain City Hall Amenities and Parking. USPSFCU's permitted use of Room 123 shall encompass use of restrooms and lounge areas located within the Property by USPSFCU's on-site staff and parking access in the parking lot commonly referred to as Lot 6N. CITY shall provide USPSFCU with no more than four (4) CITY parking permits for access to Lot 6N.

c. Limitations of Use. USPSFCU may not use Room 123 for any other use other than those set forth in Section 1(A)(i) of this Agreement. Notwithstanding Section 1(A)(iii)(b), USPSFCU's use of the Property does not encompass the use of offices or other rooms within the Property other than those comprising Room 123. USPSFCU shall not permit unauthorized persons to enter upon the Property and shall not allow any persons other than USPSFCU's onsite personnel and their members/clients and associated business vendors and visitors and CITY personnel to enter Room 123 while it is being used by USPSFCU. However, USPSFCU, subject to the provisions of Section 1.A.i, above, shall have the right to appropriately restrict access to the Licensed Area as necessary to comply with National Credit Union Administration ("NCUA") Rules and Regulations, and other applicable laws regarding securing, protecting any confidential, sensitive, or proprietary information stored, or accessible in Room 123. USPSFCU may only use the Proposed ATM Location for the placement, installation and operation of an ATM machine in furtherance of its credit union activities. No other equipment, devices or other personal property may be installed, affixed or otherwise placed in the Proposed ATM Location other than equipment necessary for the maintenance, operation and security of one (1) ATM machine. Upon the expiration or termination of this Agreement, USPSFCU will remove all non-fixture improvements, including any ATM machine equipment and restore the Licensed Property to its original condition.

d. Consideration for Use of Licensed Area by USPSFCU/License Fee. In consideration for CITY's grant of a license to USPSFCU to use Room 123, USPSFCU agrees to the following:

- i. USPSFCU shall pay CITY a monthly fee of ONE THOUSAND ONE HUNDRED NINETY FOUR DOLLARS AND SEVENTY FIVE CENTS (\$1,194.75), the equivalent of \$2.25 per square foot multiplied by the 531 square feet that comprise Room 123. The monthly fee shall also serve as consideration for USPSFCU's use of the Proposed ATM at City Hall pursuant to the attached Exhibit A. The first payment for the fee shall be due to CITY upon execution of this Agreement and subsequent payments shall be due on or before the 1st day of each month thereafter.
- ii. After each days use of Room 123, USPSFCU will undertake, at its sole cost and expense routine janitorial clean-up of Room 123.
- iii. The prompt repair, at USPSFCU's sole cost and expense, of any improvements, fixtures or equipment located in Room 123 or the Proposed

ATM Location where damage or vandalism of the same is caused by, or otherwise attributable to, USPSFCU's use of the Licensed Area or the activities conducted by USPSFCU.

- iv. USPSFCU shall solely bear the costs of any improvements or modifications made to the Licensed Area, including the installation and accommodation of an automated teller machine (ATM) as noted in Exhibit A.
- v. Prior to engaging its own forces or engaging the services of a contractor or otherwise initiating such improvements or modifications, USPSFCU shall meet and confer with CITY and CITY shall set forth in writing the general parameters for such improvements or modifications, which parameters may include, without limitation, the optimal dates and times for the performance of the work and a reasonable completion schedule for the work. In so far as USPSFCU uses its own forces to perform the work, USPSFCU shall assign personnel trained and experienced in performing such work. Any contractor proposed to perform such work shall first be approved by the CITY in writing and CITY reserves the right to condition any such approval of the contractor on a variety of factors, in CITY's reasonable discretion, including but not limited to the experience and expertise of the contractor, the contractor's history of complaints for poor workmanship, the contractor's litigation history and/or history of false claims, the estimated time schedule for completing the work, whether or not the contractor possesses all required State licenses and approvals to perform such work and whether or not the contractor will pay prevailing wages to the extent the work is subject to the payment of prevailing wages. CITY's approval of the contractor shall be made in writing signed by the City Manager and the Public Works Director. USPSFCU shall provide such documentation as CITY reasonably requests to satisfy CITY that the contractor is suitable to perform the work. CITY, in its sole and absolute discretion, may also request that USPSFCU provide a faithful performance bond and a payment bond in a form and with a surety acceptable to CITY to ensure that the work is performed and that all subcontractors engaged to perform work are timely paid.
- vi. USPSFCU, at its sole cost and expense, shall keep the Licensed Area, free and clear of any and all stop notices, mechanic's liens, materialmen's liens or other similar encumbrances relating to, or arising out of, the performance of the improvements or other work, whether performed by USPSFCU with its own forces, through any contractor engaged by USPSFCU or some combination of both. USPSFCU, upon receipt of a written notice from CITY, shall, at its sole cost and expense, promptly secure the release of any and all such stop notices, mechanic's liens or other similar liens relating to, or arising out of, the performance of the work (whether performed by USPSFCU's own forces, through a contractor

engaged by USPSFCU or some combination of both) within seven (7) calendar days of such notice by CITY.

SECTION 2. INDEMNIFICATION

USPSFCU shall indemnify, defend with counsel approved by CITY, and hold harmless CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers 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 (i) USPSFCU's use of The Licensed Area; and (ii) USPSFCU's performance or non-performance of any of its duties and obligations under this Agreement or USPSFCU's failure to comply with any of its obligations under the same. The foregoing duty to indemnify, defend and hold harmless shall not embrace liability, losses, damages, expenses, costs which is caused by the sole negligence, gross negligence or willful misconduct of CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and USPSFCU, or should CITY otherwise find USPSFCU'S legal counsel unacceptable, then USPSFCU shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The USPSFCU shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

SECTION 3. INSURANCE.

A. As more specifically set forth under this Section below, USPSFCU shall procure and maintain for the term of this Agreement policies of insurance to protect against injuries to persons and damage to property in connection with the uses and activities authorized under this Agreement. CITY shall be under no obligation to allow USPSFCU onto the Property or The Licensed Area until such time as USPSFCU presents CITY with documentation evidencing that USPSFCU has procured the required policies of insurance and that the same will be effective upon the first date USPSFCU enters the Property for purposes of conducting the uses authorized under this Agreement.

B. USPSFCU shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

i. Commercial General Liability Insurance. USPSFCU shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage (\$1,000,000.00) per shall either apply separately to the Services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;

ii. Automobile Liability Insurance. USPSFCU shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code I (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;

iii. Workers' Compensation Insurance Employer's Liability Insurance. USPSFCU shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide; there will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to CITY. If any reduction of coverage occurs, USPSFCU shall furnish CITY with information regarding such reduction at USPSFCU's earliest possible opportunity and in no case later than five (5) calendar days after USPSFCU is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to CITY and CITY 's elected or appointed officials, officers, employees, agents or volunteers.

C. 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. If USPSFCU is self-insured, USPSFCU shall provide proof of equivalent coverage to that prescribed under subsection B, above, to the reasonable satisfaction of CITY before commencing its use of The Licensed Area.

D. 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 Section, 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 Insurance Employer's Liability Insurance, the CITY Representatives are authorized to authorize less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation lower ratings than those set forth in this Section.

E. With respect to all varieties of insurance required under this Section, all deductibles and self-insured retentions shall be declared to and approved by CITY. CITY, at its option and in its sole and absolute discretion may require that: (i) the insurer reduce or eliminate such deductibles or self-insured retentions as respects CITY and CITY's elected or appointed officials, officers, employees, agents and volunteers; or (ii) USPSFCU shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. If any of the required insurance coverages contain aggregate limits, or apply to other operations of USPSFCU not related to this Agreement, USPSFCU shall give CITY prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords USPSFCU, CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers. USPSFCU shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required. USPSFCU shall not make any substantial reductions in scope of coverage which may affect CITY's protection without CITY's prior written consent.

G. All policies of insurance required under this Section shall delineate exclusions added by endorsement. The Parties acknowledge and agree that the purpose of this provision is to enable the Parties to easily identify material limitations in the scope of coverage afforded under each policy of insurance.

H. All varieties of insurance required under this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to CITY and CITY's elected or appointed officials, officers, employees, agents or volunteers.

I. All policies of insurance provided by USPSFCU 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 USPSFCU's insurance and shall not contribute with it.

J. No policy of insurance or endorsement thereto that is procured by USPSFCU pursuant to this Section shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of USPSFCU or USPSFCU 's subcontractors or subconsultants or on behalf of CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Section shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against CITY or CITY 's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf USPSFCU or USPSFCU 's contractors, subcontractors or subconsultants or on behalf of CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The CITY Representatives may waive this requirement as to CGL Coverage but only upon USPSFCU's delivery to CITY of endorsements demonstrating that CITY and CITY's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.

K. USPSFCU acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Section is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the

residents of the CITY of San Fernando. Accordingly, USPSFCU warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Section on forms satisfactory to CITY in its sole and absolute discretion which shall be exercised in good faith. 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 USPSFCU's commencement of any work or any of the Services. USPSFCU shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until USPSFCU fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.

L. All policies of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior written notice to CITY. USPSFCU agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

M. In addition to any other remedies CITY may have under this Agreement or at law or in equity, if USPSFCU fails to comply with any of the requirements set forth in this Section, CITY may, but shall not be obligated to: (i) immediately suspend USPSFCU's permission to engage in any of the uses or activities authorized under this Agreement; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for USPSFCU's failure to comply with the insurance requirements set forth under this Section.

N. USPSFCU shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon USPSFCU under this Section.

O. USPSFCU's procurement of insurance shall not be construed as a limitation of USPSFCU's liability or as full performance of USPSFCU's indemnification duties set forth under this Agreement.

SECTION 4. TERMINATION FOR CONVENIENCE AND FOR CAUSE.

A. Termination for Convenience. The Term of this Agreement notwithstanding, either Party may terminate this Agreement for convenience and without cause or penalty upon one-hundred twenty (120) days' prior written notice from the terminating Party to the non-terminating Party.

B. Termination for Cause.

i. In the event either Party fails to materially 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:

- a. the nature of the Event of Default;
- b. the action required to cure the Event of Default;
- c. the date by which the Event of Default shall be cured, which date shall not be later than the period allowed by applicable cure period set forth under subsection 4.B.2, below.

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.

ii. USPSFCU shall cure the following types of Events of Defaults within the following time periods:

- a. Within twenty-four (24) hours of CITY's issuance of a Default Notice for any failure of USPSFCU to routinely clean Room 123 after use in the manner contemplated under this Agreement. USPSFCU shall also keep the Proposed ATM Location free and clear trash and debris and shall keep all equipment, devices and other authorized improvements in neat, clean, free of vandalism or other damage. In the event that that ATM machine is inoperable USPSFCU shall take such commercially reasonable measures as to have the ATM machine operable as soon as practically possible.
- b. Within forty-eight (48) hours of CITY's issuance of a Default Notice for any failure of USPSFCU to timely pay any monetary sums owed to CITY at the time specified in this Agreement or by law. CITY shall be under no obligation to entertain any request by USPSFCU for additional time to pay any monetary sums owed to CITY
- c. Within seventy-two (72) hours of CITY's issuance of a Default Notice for any failure of USPSFCU to timely provide CITY or CITY's employees or agents with any schedules, plans and specifications, work proposals or quotes, work plans or other documents or records which USPSFCU is obligated to provide to CITY or CITY's employees or agents under this under the terms of this Agreement, the San Fernando Municipal Code or applicable laws or regulations of the County of Los Angeles, the State of California or the federal

government of the United States of American. Prior to the expiration of the 72-hour cure period, USPSFCU may submit a written request for additional time to cure the Event of Default upon a showing that USPSFCU has commenced efforts to cure the Event of Default and a showing that the Event of Default cannot be reasonably cured within the 72-hour 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 subsection that exceeds seven (7) calendar days from the end of the initial 72-hour cure period; or

- d. Within seven (7) days of CITY's issuance of a Default Notice for any failure of USPSFCU to repair any improvement, fixture or equipment that has been damaged or vandalized because of, or in the course of, USPSFCU's use of the Licensed Area, whether or not such damage or vandalism was caused by USPSFCU's personnel or any person (other than CITY personnel) who were allowed to enter the Licensed Area while the Licensed Area was being used by the USPSFCU. Prior to the expiration of the seven-day cure period, USPSFCU may submit a written request for additional time to cure the Event of Default upon a showing that USPSFCU has commenced efforts to cure the Event of Default and a showing that the Event of Default cannot be reasonably cured within the seven-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 subsection that exceeds fifteen (15) calendar days from the end of the initial seven-day cure period; or
- e. Within fifteen (15) days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the cure periods prescribed under this subsection, USPSFCU may submit a written request for additional time to cure the Event of Default upon a showing that USPSFCU has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 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 subsection that exceeds fifteen (15) calendar days from the end of the initial applicable cure period.
- f. In the event any deadline indicated, above, falls on a date upon which the CITY is not open for business, the deadline shall extend to the close of business of the next day upon which the CITY is open for business.

iii. CITY shall have thirty (30) days from the date USPSFCU issues a Default Notice to cure any Event of Default, unless the Event of Default cannot reasonably be cured within the 30-day cure period. CITY shall be granted an additional thirty (30) calendar days to cure any Event of Default upon CITY's written request for such an extension of time and CITY's demonstration that it has commenced the cure of the Event of Default. Alternatively, CITY may at any time during the initial 30-day cure period submit a written objection to the Default Notice

along with any written declarations or other evidence which disprove or rebut the assertions in the Default Notice. In the event CITY and USPSFCU are unable to agree as to whether or not an Event of Default on the part of CITY has occurred or whether CITY's proposed cure will adequately cure the Event of Default, USPSFCU shall either waive the Event of Default in writing or issue a written notice declaring the CITY to be in breach of the Agreement. USPSFCU shall have no authority to issue a breach notice to CITY prior to the earlier of the following: (a) the expiration of CITY's initial 30-day cure period or any additional 30-day cure period invoked by CITY; or (b) CITY's issuance of a written objection to the Default Notice. In the event CITY is in breach of this Agreement, USPSFCU's sole remedy shall be the termination of this Agreement.

iv. 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.

v. The rights and remedies available to CITY hereunder shall be in addition to and not a limitation of any rights and remedies available to CITY at law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach by USPSFCU, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- a. Terminate this Agreement and revoke the license conferred herein for cause; or
- b. CITY may agree to some mutually acceptable alternative resolution of the breach with USPSFCU, provided such resolution is memorialized in writing; or
- c. CITY may proceed by appropriate court action to: (a) enforce the terms of the Agreement; (b) obtain enforcement of the provisions of this Agreement; (c) obtain declaratory relief; and/or (d) seek recovery for any damages or other losses suffered by CITY as a result of USPSFCU's breach of this Agreement; or
- d. The CITY may exercise such other rights or remedies as may be available to it at law or in equity.

vii. Suspension of License. Concurrent with, or as an alternative to, CITY's initiation of the Default Notice process or the issuance of a notice of intent to terminate this Agreement, CITY may also suspend USPSFCU's permission to access and use The Licensed Area for a period of one (1) or more days for any Event of Default, except that USPSFCU may have limited access to their records maintained in Room 123 to the extent required for USPSFCU to be in compliance with NCUA Rules and Regulations. The term of this Agreement shall not be tolled during any suspension period. Nothing in this subsection shall operate to prohibit or otherwise restrict the ability of CITY to commence proceedings for the termination of this Agreement and the license conferred hereunder during any suspension period or concurrent with the initiation of suspension proceedings. In addition to any other duty to indemnify set forth under this Agreement, USPSFCU shall indemnify, defend, hold harmless and forever release CITY and

CITY's elected and appointed officials, officers, employees, agents and volunteers from any and all suits, causes of action, claims, damages, including but not limited to consequential damages or other losses arising out any interruption of USPSFCU's business activities during any period of suspension.

SECTION 5. MISCELLANEOUS.

A. Notices. Except as otherwise specifically set forth and allowed under this Agreement, all notices herein required to be given or which may be given by either Party to the other shall be deemed to have been fully given when served personally on CITY or USPSFCU, or when made in writing and deposited in the United States Mail, certified mail, return receipt requested, postage prepaid and addressed as follows:

TO CITY:

City of San Fernando
Office of the City Manager
San Fernando City Hall
117 Macneil St.
San Fernando, CA 91340
Attn: City Manager
Phone: (818) 898-1201
Fax: (818) 361-7631

**TO UNITED STATES POSTAL
SERVICE FEDERAL CREDIT
UNION:**

117 Macneil Street
San Fernando, CA 91340
Attn: Mireya Mejia, Branch Manager
Phone: (800) 877-7328 Ext. 4002

Either Party may change its address for notice by notifying the other Party in the manner provided in this Paragraph.

B. This Agreement shall be construed by, and in accordance with, the laws of the State of California.

C. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

D. This instrument contains all of the agreements and conditions entered into and made by and between the Parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the Parties hereto or their respective successors-in interest.

E. Time is, and shall be, of the essence for each term and provision of this Agreement.

F. Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration for CITY's entry into this Agreement and any breach hereof by USPSFCU shall be deemed to be a material breach. Each term and provision of this Agreement performable by USPSFCU shall be construed to be both a covenant and a condition.

G. The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

H. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either CITY or USPSFCU in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

I. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.

J. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party.

K. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the EXECUTION DATE.

CITY OF SAN FERNANDO

**UNITED STATES POSTAL SERVICE
FEDERAL CREDIT UNION**

By: _____

By: _____

Title: CITY MANAGER

Title: _____

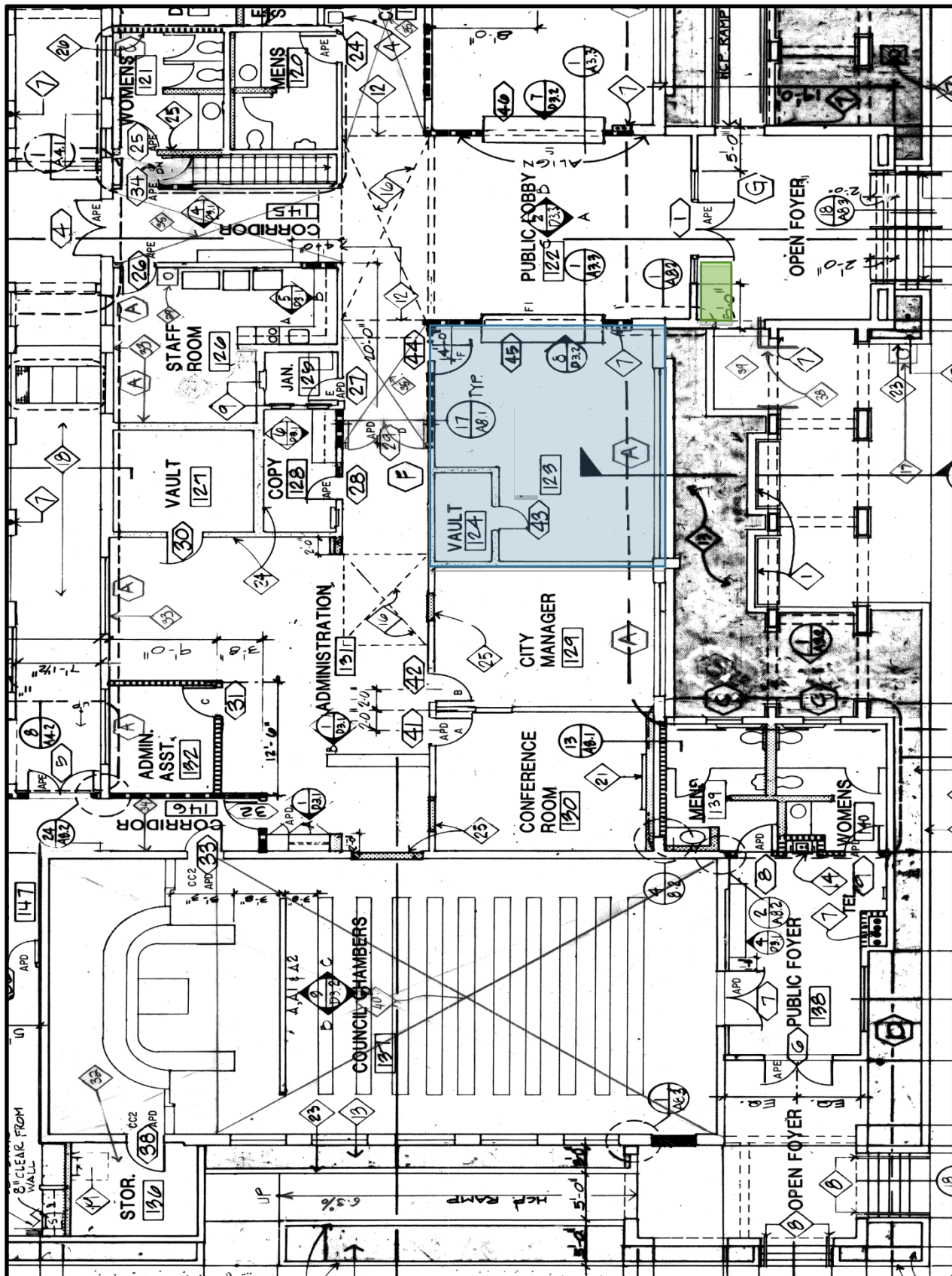
Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
CITY ATTORNEY

**Exhibit A: San Fernando City Hall Floor Plan of Room 123 (including vault room) and
Proposed ATM Location**



Room 123 (531 Sq. Ft.) office area including
vault room noted as Rm. 124

Proposed ATM
Location

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: February 17, 2015

Subject: Consideration to Approve Citywide Engineering and Traffic Survey to Allow for Speed Radar Enforcement on City Streets

RECOMMENDATION:

It is recommended that the City Council:

- a. Review and approve the Transportation and Safety Commission's recommendation to approve the Citywide Engineering and Traffic Survey (Attachment "A") establishing speed limit zones in the City; and
- b. Introduce for first reading, by title only, and waive further reading of Ordinance No. 1639 (Attachment "B"), "An Ordinance of the City of San Fernando Amending Sections 90-941 and 90-942 of Chapter 90 of the City of San Fernando City Code Relating to Speed Limits."

BACKGROUND:

The California Vehicle Code requires that the City conduct an Engineering and Traffic Survey of local streets every seven (7) years, with the option to extend the survey for three (3) additional years if no changes exist. The City's existing survey is set to expire in March 2015. This requirement helps to ensure the proper posting of speed limits and also enables the Police Department to utilize radar or other electronic speed measuring devices for speed enforcement efforts. To meet this requirement, staff coordinated an analysis to evaluate the existing speed zones within the City of San Fernando. The Transportation and Safety Commission reviewed the findings at two (2) public meetings and after taking public input, concurred with the recommendations identified in the survey.

ANALYSIS:

The California Vehicle Code (CVC) establishes that roadway speed limits are to be set based on specific criteria. These are called prima facie speed limits or posted speed limits. A blanket

Consideration to Approve Citywide Engineering and Traffic Survey to Allow for Speed Radar Enforcement on City Streets

Page 2 of 3

speed limit of fifteen (15) miles per hour (mph) is established on all alleys, blind intersections, and at blind railroad crossings. A 25 mph speed limit may be established under the following conditions: 1) on any business or residential district; 2) at school zones, when children are present, and; 3) in senior zones.

The California Department of Transportation requires that the criteria set forth in the California Manual on Uniform Traffic Control Devices (CA MUTCD) be utilized in the establishment of speed limits. This manual requires that a speed limit be set closest to the 85th percentile speeds. The 85th percentile speed is the speed at or below which 85 percent of the traffic travels. This threshold represents what is historically found to be a safe and reasonable speed for most drivers based on common roadway conditions.

Based on data collected in an engineering and traffic survey, a speed limit is established at the nearest five-mile per hour increment to the 85th percentile speed. The CA MUTCD does allow for certain conditions to warrant lower speeds, if necessary. In reviewing speed zones and making recommendations, several criterion is considered, including the 85th percentile of existing speed conditions, accident histories, roadway conditions, pedestrian activities, and speed limits in neighboring jurisdictions.

A copy of the Engineering and Traffic Survey Report for Speed Limits, 2015 is included with this report (Attachment "A"). The report was completed under the direction of a licensed traffic engineer and includes a significant amount of data collection including speed sampling, a review of accident histories, roadway conditions, traffic characteristics and land use. Based on a review of this information, the survey includes the recommendation of increasing speeds on two (2) of the street segments surveyed as follows:

Street	From	To	Existing Speed	Recommended Speed	Justification
Brand Blvd.	Fourth St.	Truman St.	30	35	85 th Percentile
San Fernando Road	San Fernando Mission Blvd.	Kittridge St.	15	20	85 th Percentile

Based on the survey results, these two (2) street segments are recommended for an increased speed based on 85th percentile speed threshold levels. Of note, the Brand Boulevard segment speed limit would only apply during non-school hours. During school hours the speed limit would remain at 25 mph. After reviewing the survey with the Transportation and Safety Commission and taking public input, the Commission concurred with these findings. Based on these findings and the public input received, it is recommended that the City Council adopt the speed limit zones contained in the Engineering and Traffic Survey.

Consideration to Approve Citywide Engineering and Traffic Survey to Allow for Speed Radar Enforcement on City StreetsPage 3 of 3

BUDGET IMPACT:

Funding for this survey was included in the City's approved Fiscal Year 2014-2015 budget in the Public Works Department budget.

CONCLUSION:

It is recommended that the City Council concur with the findings and recommendation made by the Transportation and Safety Commission to approve the Citywide Engineering and Traffic Survey, allowing for the proper enforcements of speed limits in the City.

ATTACHMENTS:

- A. Engineering and Traffic Survey Report for Speed Limits, 2015
- B. Ordinance No.1639

ATTACHMENT "A"

Tom Brohard and Associates

January 20, 2015

Mr. Chris Marcarello
Deputy City Manager/Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, California 91340-2993

Subject: Engineering and Traffic Survey Report for Speed Limits, 2015

Dear Mr. Marcarello:

As you authorized, Tom Brohard and Associates has prepared this Engineering and Traffic Survey Report for Speed Limits, 2015, for the City of San Fernando. This work has been conducted in accordance with provisions in the California Vehicle Code (CVC) and the November 7, 2014 California Manual on Uniform Traffic Control Devices (2014 California MUTCD).

In 2005, 32 street segments were surveyed to establish enforceable speed limits. In 2012, all 32 street segments were reviewed. Since conditions had not changed on 23 street segments, those surveys were extended for three additional years to March 11, 2015, the maximum allowable. The following procedure is being followed to reestablish enforceable speed limits on these 23 street segments:

- 1) Collection of new traffic speed, volume, and collision data on 23 street segments. Review and analysis of vehicle speed and traffic volume data gathered by Counts Unlimited, a professional traffic data collection company.
- 2) Calculation of collision rates for each of the 23 street segments from the 2010, 2011, and 2012 collision histories, and comparison of these calculated rates to those experienced on similar streets in California.
- 3) Preparation of this report summarizing the results of the engineering and traffic surveys and providing recommendations for enforceable speed limits.
- 4) Adoption of a Resolution by the City Council together with periodic training and equipment calibration will enable the City's Police Department to deploy enforcement for at least the next seven years on these 23 street segments.

The opportunity to provide these services to the City of San Fernando is sincerely appreciated. Should questions arise or if further information or assistance is needed, please call me at your convenience.

Respectfully submitted,

Tom Brohard and Associates



Tom Brohard
Principal



Mr. Chris Marcarello, Deputy City Manager/Public Works Director
Engineering and Traffic Survey Report for Speed Limits, 2015
January 20, 2015

INTRODUCTION

This Engineering and Traffic Survey Report for Speed Limits, 2015, is intended to serve as the basis for the reestablishment and enforcement of speed limits for selected streets in the City of San Fernando. This report was authorized by the City and independently conducted by the private traffic engineering consulting firm of Tom Brohard and Associates. Traffic speeds and traffic volumes were collected by Counts Unlimited, a professional traffic data collection company.

Engineering and traffic surveys for speed limits are regularly conducted by governing municipalities in California to comply with provisions of the California Vehicle Code (CVC). Section 40802 of the CVC requires that these surveys must be performed at locations where speed limits are enforced with the use of radar or other electronic speed measuring devices. Without a valid engineering and traffic survey, the roadway segment is considered to be a "speed trap". Should that occur, then all testimony and evidence by the enforcing police officer is inadmissible in a court of law, and the speeding ticket is dismissed.

PROVISIONS OF THE SPEED TRAP LAW

CVC Section 40802 defines a "Speed Trap" as a section of highway which has a speed limit that is not justified by an engineering and traffic survey conducted within the last five years, and the enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects. The time provision is extended to seven years when using radar and:

- ❖ The arresting officer has successfully completed a minimum of 24 hours of certified radar operator course training.
- ❖ The radar used to measure the speed meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within three years of the alleged violation.

The time provision can be extended to seven years when using laser or other electronic device (other than radar) and:

- ❖ The arresting officer has successfully completed a minimum of 24 hours of certified radar operator course training.
- ❖ The arresting officer has successfully completed a minimum of two hours of additional approved certified training.
- ❖ The radar used to measure the speed meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within three years of the alleged violation.

Mr. Chris Marcarello, Deputy City Manager/Public Works Director
Engineering and Traffic Survey Report for Speed Limits, 2015
January 20, 2015

In addition to the time extension of the engineering and traffic surveys to seven years as described above, the time provision for these surveys may be extended to ten years when no significant changes in roadway or traffic conditions have taken place, including changes in adjoining property or land use, roadway width, or traffic volume as determined by a registered Civil or Traffic Engineer.

CVC Section 40802 defining "Speed Traps" does not apply to a local street, road, or school zone; that is any local street or road that does not appear on the latest Functional Classification Maps submitted to Caltrans by the local agency.

PURPOSE OF SPEED LIMITS

The setting of speed limits can be controversial and requires a rational and defensible determination to maintain public confidence. Speed limits are normally set near the 85th percentile speed that statistically represents one standard deviation above the average speed and establishes the upper limit of what is considered reasonable and prudent behavior. As with most laws, speed limits need to depend on the voluntary compliance of the greater majority of motorists. Speed limits cannot be set arbitrarily low, as this would create violators of the majority of drivers and would not command the respect of the public.

SUMMARY OF PRIOR ENGINEERING AND TRAFFIC SURVEYS (2005)

For the study to establish enforceable speed limits in the City of San Fernando in 2005, the street segments with previous engineering and traffic surveys were compared to the City's Functional Classification Maps. This review determined that 32 street segments required engineering and traffic surveys to comply with provisions of the state law in the California Vehicle Code. Traffic speeds, collision data, and traffic volumes were then collected on the streets and used to perform the 2005 engineering and traffic surveys. Based on the analysis of the data, no changes from the previously posted speed limits were recommended in 2005.

PRIOR EXTENSIONS OF THE 2005 ENGINEERING AND TRAFFIC SURVEYS

The City of San Fernando Police Department provides routine training of its officers as well as calibration of the devices used to measure traffic speeds. In 2010, the City provided necessary documentation of these requirements, enabling all of the 2005 Engineering and Traffic Surveys to be extended by a total of seven years from 2005 to 2012.

On December 26, 2011, each of the 32 street segments that had previously been surveyed in 2005 was reviewed in the field to identify any significant changes in the adjacent development, the roadway width, or the number of travel lanes. Nine of the 32 street segments were resurveyed in 2012 and those surveys are now valid for a minimum of seven years until 2019. No significant physical changes

Mr. Chris Marcarello, Deputy City Manager/Public Works Director
Engineering and Traffic Survey Report for Speed Limits, 2015
January 20, 2015

were identified on 23 of the 32 street segments and the 2005 engineering and traffic surveys for those street segments were extended for three additional years to March 9, 2015. New engineering and traffic surveys including collection of traffic speeds, collision data, and traffic volumes have now been completed to establish enforceable speed limits on the 23 street segments.

REQUIRED METHODOLOGY FOR ESTABLISHING SPEED LIMITS

Speed limits in California are governed by the California Vehicle Code (CVC). CVC Section 627 defines the required components of an engineering and traffic survey for a street segment as considering each of the following three items:

- 1) Prevailing speeds as determined by traffic engineering measurements.
- 2) Collision records.
- 3) Highway, traffic, and roadside conditions not readily apparent to the driver.

The 2014 California MUTCD provides the requirements for engineering and traffic surveys (see enclosure). While engineers previously had some latitude for engineering judgment in setting speed limits, the current policies and procedures are rigid and even explain how to round up or round down as indicated below. The current procedure requires that the speed limit normally be established at the 5 MPH increment closest to the 85th percentile speed measured on the street segment, and provides the following options to explain the application of these procedures:

- Option 1 (Rounding Down) - If the 85th percentile speed in a speed survey for a location was 37 MPH, then the speed limit would initially be established at 35 MPH since it is the closest 5 MPH increment to the 37 MPH speed. However, the 35 MPH speed limit could then be reduced further by 5 MPH to 30 MPH if conditions and justification for using the lower speed limit are documented in the engineering and traffic survey and approved by a registered Civil or Traffic Engineer.
- Option 1 (Rounding Up) - If the 85th percentile speed in a speed survey for a location was 33 MPH, then the speed limit would initially be established at 35 MPH since it is the closest 5 MPH increment to the 33 MPH speed. However, the 35 MPH speed limit could then be reduced by 5 MPH to 30 MPH if conditions and justification for using the lower speed limit are documented in the engineering and traffic survey and approved by a registered Civil or Traffic Engineer.
- Option 2 (Alternative to Rounding Up) - If the 85th percentile speed in a speed survey for a location was 33 MPH, then the speed limit can be established at

Mr. Chris Marcarello, Deputy City Manager/Public Works Director
Engineering and Traffic Survey Report for Speed Limits, 2015
January 20, 2015

30 MPH rather than rounding up, but no further reductions can be applied (as in Option 1 above).

In the examples above, the established speed limit can be reduced by 5 MPH if the conditions and justification for using this lower speed limit are documented in the engineering and traffic survey and approved by a registered Civil or Traffic Engineer. Justifications used to reduce the speed limit by 5 MPH involve either a collision rate significantly greater than experienced on other similar roadways, or very unusual roadside conditions that are not readily apparent to motorists.

TRAFFIC VOLUMES AND SPEED MEASUREMENTS FOR SURVEYS

Traffic volumes were counted and vehicle speeds were measured on each of the 23 street segments by Counts Unlimited, a professional traffic data collection company. This traffic data was collected under clear and dry weather conditions. Traffic volumes were recorded on Thursday, November 13, 2014, by machines every 15 minutes and summarized every hour over 24 hours by direction of travel. The total daily traffic volumes in both directions were then used to calculate the collision rate for each street segment.

Traffic speeds of at least 100 vehicles were measured at each location during off peak traffic hours and recorded by a trained observer in an unmarked vehicle. The radar gun was calibrated at the beginning of the observations on Thursday November 6, 2014 and then verified at the end of that day after all observations on all streets were recorded. These speed measurements provide an appropriate sampling of vehicles when the roadways were unobstructed and traffic was free flowing. The following measurements were then calculated from the data:

- 1) Average Speed – This speed represents the arithmetic average of the speeds recorded at the particular location.
- 2) 85th Percentile Speed – This is the speed at or below which 85 percent of the traffic was observed. It is the primary measurement as this value represents the top speed of the majority of safe, reasonable motorists. Speed limits are typically established within a range of 5 miles per hour of this speed.
- 3) 10 Mile Pace Speed – This is the 10 mile per hour speed range that contains the largest number of vehicles that were observed. It provides a measure of the dispersion of speeds within the sample surveyed. The top of the 10 mile pace speed typically coincides with the 85th percentile speed.

COLLISION HISTORY FOR SURVEYS

Available collision records from the Statewide Integrated Traffic Records System (SWITRS) were provided by the City and identified for the three year period from

Mr. Chris Marcarello, Deputy City Manager/Public Works Director
Engineering and Traffic Survey Report for Speed Limits, 2015
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January 1, 2010 through December 31, 2012. All collisions outside the intersection areas as well as sideswipe collisions, parked vehicle collisions, and solo vehicle hitting fixed object collisions were identified. Using the daily traffic volumes collected by Counts Unlimited and the roadway segment length, the annual average collision rate for each segment was calculated as follows:

$$\frac{(\text{No. of collisions}) \times (1,000,000)}{(\text{Daily Volume}) \times (365 \text{ Days}) \times (\text{Segment Length}) \times (3 \text{ Years})}$$

The calculated collision rate for each street segment over the three year period was then compared to collision rates for similar streets in California.

ESTABLISHING SPEED LIMITS LESS THAN 25 MPH

The 2014 California Vehicle Code (CVC) allows speed limits of less than 25 MPH under the following very specific conditions:

- CVC 22358.3 allows a posted speed limit of 15 or 20 MPH on a narrow street not exceeding 25' in width in a business or residential area or in a public park when justified by an engineering and traffic survey. San Fernando Road is posted 15 MPH based on the results of the 2005 Engineering and Traffic Survey. The narrowest portion of San Fernando Road is 22' between the curbs at the bulbouts, less than the maximum width of 25'.

DISCUSSION OF SPEED LIMIT RECOMMENDATIONS

While engineers previously had some latitude for engineering judgment in setting speed limits, the current policies and procedures are rigid. Individual engineering and traffic survey sheets for each of the 23 street segments are enclosed. The survey numbers refer back to the 2005 Engineering and Traffic Survey Report for consistency. These survey sheets include summaries of the measured traffic speeds, roadway design and traffic characteristics, and analysis of collisions.

Speed limit recommendations contained in this report are based upon applicable provisions of the California Vehicle Code and Section 2B.13 of the 2014 California MUTCD. The individual engineering and traffic survey sheets for each of the 23 street segments are enclosed and include summaries of the measured traffic speeds, roadway design and traffic characteristics, and analysis of collisions. The results of the traffic engineering analyses of each street segment are summarized below as follows:

- **Increase of Speed Limits (Two Street Segments)**
 - Brand Boulevard from Fourth Street to Truman Street – Increase existing 30 MPH posted speed limit when children are not present to 35 MPH

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Engineering and Traffic Survey Report for Speed Limits, 2015
January 20, 2015

- San Fernando Road (Mall) from San Fernando Mission Boulevard to Kittridge Street – Increase existing 15 MPH posted speed limit to 20 MPH (narrow street)

➤ **No Change in Speed Limits (21 Street Segments)**

- Arroyo Avenue from Glenoaks Boulevard to Fifth Street – Retain existing 30 MPH posted speed limit
- Brand Boulevard from Glenoaks Boulevard to Fourth Street - Retain existing 30 MPH posted speed limit
- Brand Boulevard from Truman Street to South City Limit – Retain existing 35 MPH posted speed limit
- Chatsworth Drive from San Fernando Road to South City Limit - Retain existing 30 MPH posted speed limit
- Eighth Street from West City Limit to Maclay Avenue - Retain existing 25 MPH posted speed limit
- Fifth Street from West City Limit to Maclay Avenue - Retain existing 30 MPH posted speed limit
- Fifth Street from Maclay Avenue to East City Limit - Retain existing 30 MPH posted speed limit
- First Street from Hubbard Street to Maclay Avenue - Retain existing 30 MPH posted speed limit
- Fourth Street from West City Limit to Maclay Avenue - Retain existing 30 MPH posted speed limit
- Fourth Street from Maclay Avenue to East City Limit - Retain existing 30 MPH posted speed limit
- Glenoaks Boulevard from West City Limit to Maclay Avenue - Retain existing 40 MPH posted speed limit
- Glenoaks Boulevard from Maclay Avenue to East City Limit - Retain existing 40 MPH posted speed limit
- Hubbard Street from North City Limit at Fourth Street to South City Limit at San Fernando Road – Retain existing 35 MPH posted speed limit
- San Fernando Mission Boulevard from Truman Street to South City Limit - Retain existing 35 MPH posted speed limit
- Orange Grove Avenue from North City Limit to Glenoaks Boulevard – Retain existing 25 MPH posted speed limit
- San Fernando Road from West City Limit to San Fernando Mission Boulevard - Retain existing 35 MPH posted speed limit
- San Fernando Road from Kittridge Street to East City Limit - Retain existing 30 MPH posted speed limit
- Seventh Street from West City Limit to Maclay Avenue - Retain existing 25 MPH posted speed limit
- Truman Street from West City Limit to Maclay Avenue - Retain existing 35 MPH posted speed limit

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- Truman Street from Maclay Avenue to East City Limit - Retain existing 35 MPH posted speed limit
- Workman Street from San Fernando Road to South City Limit - Retain existing 25 MPH posted speed limit

Adoption of a Resolution by the City Council of the recommendations for speed limit changes as identified in this report, together with periodic training and equipment calibration, will enable the City of San Fernando Police Department to deploy enforcement using radar, laser, or other electronic devices for at least the next seven years on these 23 street segments. Before their expiration in February 2022, a review of each of these 23 engineering and traffic surveys is required (and they may then be extended for three additional years to February 2025 up to the allowable maximum of 10 years.)

The nine Engineering and Traffic Surveys adopted in 2012 are valid until 2019 and must be reviewed before their expiration seven years after their adoption. At that time in 2019, they may be extended for three additional years until 2022 up to the allowable maximum of 10 years.

Enclosures

- A-1 2015 Engineering and Traffic Survey Sheets
- A-2 2015 Traffic Volumes
- A-3 2015 Speed Measurements
- A-4 2014 California MUTCD Speed Limit Procedures

**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 2
Street: Arroyo Avenue
Limits: Glenoaks Boulevard to Fifth Street
Existing Speed Limit: 30 MPH

SPEEDS

Location of Survey: S/o De Garmo Avenue Date Measured: 11/6/2014
Mean Speed (Average): 24 MPH Critical Speed (85th Percentile): 29 MPH
10 Mile Pace Speed: 21 thru 30 MPH
Percentages Related To Pace Speed: 60% within pace 12% over 28% under
95th Percentile Speed: 33 MPH Range of Speeds: 15 thru 37 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 40 feet Number of travel lanes (both directions): Two thru lanes
Segment Length: 0.25 miles
Average Daily Traffic: 3,108 vehicles Date Measured: 11/13/2014
Existing Conditions: Industrial development on both sides with on street parking allowed;
straight alignment

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 2 collisions
Calculated Collision Rate: 2.36 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 30 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 30 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
California Civil Engineer #C24577
California Traffic Engineer #TR724
Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 3
Street: Brand Boulevard
Limits: Glenoaks Boulevard to Fourth Street
Existing Speed Limit: 30 MPH

SPEEDS

Location of Survey: S/o De Garmo Avenue Date Measured: 11/6/2014
Mean Speed (Average): 29 MPH Critical Speed (85th Percentile): 31 MPH
10 Mile Pace Speed: 23 thru 32 MPH
Percentages Related To Pace Speed: 83% within pace 14% over 3% under
95th Percentile Speed: 37 MPH Range of Speeds: 21 thru 38 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 36 feet Number of travel lanes (both directions): Two thru lanes
Segment Length: 0.50 miles
Average Daily Traffic: 5,181 vehicles Date Measured: 11/13/2014
Existing Conditions: Residential development on both sides with on-street parking; straight alignment except for horizontal curve at Library Street

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 9 collisions
Calculated Collision Rate: 3.17 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 30 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 30 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
California Civil Engineer #C24577
California Traffic Engineer #TR724
Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 4
Street: Brand Boulevard
Limits: Fourth Street to Truman Street
Existing Speed Limit: 30 MPH

SPEEDS

Location of Survey: N/o First Street Date Measured: 11/6/2014
Mean Speed (Average): 33 MPH Critical Speed (85th Percentile): 37 MPH
10 Mile Pace Speed: 28 thru 37 MPH
Percentages Related To Pace Speed: 73% within pace 15% over 12% under
95th Percentile Speed: 42 MPH Range of Speeds: 21 thru 46 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 56 feet Number of Lanes (Both Directions): Four thru lanes
Segment Length: 0.30 miles
Average Daily Traffic: 10,111 vehicles Date Measured: 11/18/2014
Existing Conditions: Mixed development on both sides; some midblock on street parking;
straight alignment; at grade railroad crossing; San Fernando Middle School on east side

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 4 collisions
Calculated Collision Rate: 1.20 collisions per million vehicle miles
Statewide Average Collision Rate: 1.94 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Less than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 30 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey raises the speed limit to 35 MPH when children are not present. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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California Traffic Engineer #TR724
Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 5
Street: Brand Boulevard
Limits: Truman Street to South City Limit
Existing Speed Limit: 35 MPH

SPEEDS

Location of Survey: S/o Hollister Street Date Measured: 11/6/2014
Mean Speed (Average): 33 MPH Critical Speed (85th Percentile): 37 MPH
10 Mile Pace Speed: 29 thru 38 MPH
Percentages Related To Pace Speed: 71% within pace 14% over 15% under
95th Percentile Speed: 42 MPH Range of Speeds: 22 thru 45 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 96 feet and variable Number of Lanes (Both Directions): Four thru lanes
Segment Length: 0.60 miles
Average Daily Traffic: 13,965 vehicles Date Measured: 11/13/2014
Existing Conditions: Commercial development toward north and fronting residential toward south; on street parking on both sides; wide landscaped raised median; straight alignment

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 27 collisions
Calculated Collision Rate: 2.94 collisions per million vehicle miles
Statewide Average Collision Rate: 1.94 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 35 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 35 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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California Traffic Engineer #TR724
Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 6
Street: Chatsworth Drive
Limits: San Fernando Road to South City Limit
Existing Speed Limit: 30 MPH

SPEEDS

Location of Survey: S/o Hollister Street Date Measured: 11/6/2014
Mean Speed (Average): 29 MPH Critical Speed (85th Percentile): 33 MPH
10 Mile Pace Speed: 25 thru 34 MPH
Percentages Related To Pace Speed: 72% within pace 12% over 15% under
95th Percentile Speed: 38 MPH Range of Speeds: 20 thru 42 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 40 feet Number of Lanes (Both Directions): Two thru lanes
Segment Length: 0.55 miles
Average Daily Traffic: 3,081 vehicles Date Measured: 11/13/2014
Existing Conditions: Commercial development toward north and fronting residential development toward south; on street parking on both sides; straight alignment; school crossings at several intersections toward south end

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 4 collisions
Calculated Collision Rate: 2.16 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 30 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 30 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 7
Street: Eighth Street
Limits: West City Limit to Maclay Avenue
Existing Speed Limit: 25 MPH

SPEEDS

Location of Survey: E/o Fermore Street Date Measured: 11/6/2014
Mean Speed (Average): 25 MPH Critical Speed (85th Percentile): 27 MPH
10 Mile Pace Speed: 20 thru 29 MPH
Percentages Related To Pace Speed: 86% within pace 6% over 8% under
95th Percentile Speed: 30 MPH Range of Speeds: 16 thru 36 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 36 feet Number of Lanes (Both Directions): Two thru lanes
Segment Length: 0.78 miles
Average Daily Traffic: 1,164 vehicles Date Measured: 11/13/2014
Existing Conditions: Fronting residential development with on street parking on both sides;
straight alignment; speed humps

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 4 collisions
Calculated Collision Rate: 4.02 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 25 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 25 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 8
Street: Fifth Street
Limits: West City Limit to Maclay Avenue
Existing Speed Limit: 30 MPH

SPEEDS

Location of Survey: E/o Fermoore Street Date Measured: 11/6/2014
Mean Speed (Average): 30 MPH Critical Speed (85th Percentile): 34 MPH
10 Mile Pace Speed: 26 thru 35 MPH
Percentages Related To Pace Speed: 72% within pace 9% over 19% under
95th Percentile Speed: 37 MPH Range of Speeds: 17 thru 46 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 36 feet Number of Lanes (Both Directions): Two thru lanes
Segment Length: 0.70 miles
Average Daily Traffic: 2,831 vehicles Date Measured: 11/13/2014
Existing Conditions: Fronting residential development with on street parking on both sides;
commercial on both sides at east end; straight alignment

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 4 collisions
Calculated Collision Rate: 1.84 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 30 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 30 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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Date: 1/20/2015

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**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 9
Street: Fifth Street
Limits: Maclay Avenue to East City Limit
Existing Speed Limit: 30 MPH

SPEEDS

Location of Survey: E/o Newton Street Date Measured: 11/6/2014
Mean Speed (Average): 28 MPH Critical Speed (85th Percentile): 32 MPH
10 Mile Pace Speed: 24 thru 33 MPH
Percentages Related To Pace Speed: 81% within pace 11% over 8% under
95th Percentile Speed: 35 MPH Range of Speeds: 20 thru 37 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 40 feet Number of Lanes (Both Directions): Two thru lanes
Segment Length: 0.55 miles
Average Daily Traffic: 3,643 vehicles Date Measured: 11/13/2014
Existing Conditions: School on south side east of Maclay Avenue, fronting residential with on street parking on both sides to the west; industrial development with on street parking on both sides to the east; straight alignment; bridge connection at east end

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 6 collisions
Calculated Collision Rate: 2.73 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 30 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 30 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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Date: 1/20/2015

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**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 10
Street: First Street
Limits: Hubbard Street to Maclay Avenue
Existing Speed Limit: 30 MPH

SPEEDS

Location of Survey: E/o Orange Grove Avenue Date Measured: 11/6/2014
Mean Speed (Average): 31 MPH Critical Speed (85th Percentile): 34 MPH
10 Mile Pace Speed: 25 thru 34 MPH
Percentages Related To Pace Speed: 77% within pace 17% over 6% under
95th Percentile Speed: 40 MPH Range of Speeds: 18 thru 52 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 40 to 44 feet Number of Lanes (Both Directions): Two thru lanes
Segment Length: 0.70 miles
Average Daily Traffic: 3,396 vehicles Date Measured: 11/13/2014
Existing Conditions: Industrial development with on street parking on both sides; commercial development with parking on both sides at east end; straight alignment

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 8 collisions
Calculated Collision Rate: 3.07 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 30 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 30 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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Date: 1/20/2015

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**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 11
Street: Fourth Street
Limits: West City Limit to Maclay Avenue
Existing Speed Limit: 30 MPH

SPEEDS

Location of Survey: E/o Fermoore Street Date Measured: 11/6/2014
Mean Speed (Average): 30 MPH Critical Speed (85th Percentile): 34 MPH
10 Mile Pace Speed: 26 thru 35 MPH
Percentages Related To Pace Speed: 74% within pace 12% over 14% under
95th Percentile Speed: 37 MPH Range of Speeds: 18 thru 48 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 40 feet Number of Lanes (Both Directions): Two thru lanes
Segment Length: 0.75 miles
Average Daily Traffic: 4,389 vehicles Date Measured: 11/13/2014
Existing Conditions: Residential development with on street parking on both sides; commercial development with on street parking on both sides at east end; straight alignment

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 7 collisions
Calculated Collision Rate: 1.94 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 30 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 30 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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Date: 1/20/2015

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**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 12
Street: Fourth Street
Limits: Maclay Avenue to East City Limit
Existing Speed Limit: 30 MPH

SPEEDS

Location of Survey: E/o Newton Street Date Measured: 11/6/2014
Mean Speed (Average): 28 MPH Critical Speed (85th Percentile): 31 MPH
10 Mile Pace Speed: 24 thru 33 MPH
Percentages Related To Pace Speed: 86% within pace 6% over 8% under
95th Percentile Speed: 34 MPH Range of Speeds: 19 thru 38 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 40 feet Number of Lanes (Both Directions): Two thru lanes
Segment Length: 0.55 miles
Average Daily Traffic: 5,941 vehicles Date Measured: 11/13/2014
Existing Conditions: Commercial development at west end, then residential development, and then park and industrial development at east end; on street parking both sides throughout; straight alignment with bridge over wash at east end

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 6 collisions
Calculated Collision Rate: 1.68 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 30 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 30 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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Date: 1/20/2015

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**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 13
Street: Glenoaks Boulevard
Limits: West City Limit to Maclay Avenue
Existing Speed Limit: 40 MPH

SPEEDS

Location of Survey: W/o Fermoore Street Date Measured: 11/6/2014
Mean Speed (Average): 37 MPH Critical Speed (85th Percentile): 40 MPH
10 Mile Pace Speed: 33 thru 42 MPH
Percentages Related To Pace Speed: 74% within pace 9% over 17% under
95th Percentile Speed: 47 MPH Range of Speeds: 26 thru 53 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 60 feet Number of Lanes (Both Directions): Four thru lanes
Segment Length: 0.73 miles
Average Daily Traffic: 19,845 vehicles Date Measured: 11/13/2014
Existing Conditions: Commercial development at west and east ends; mixed development in center area; left turn lanes at major intersections and at west end; on street parking allowed in areas without left turn lanes; left turns and cross traffic prohibited at Alexander and at Hagar; straight alignment

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 30 collisions
Calculated Collision Rate: 1.89 collisions per million vehicle miles
Statewide Average Collision Rate: 1.94 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Equal to average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 40 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 40 MPH. This Survey expires in Year 2022, seven years from the date below

Prepared by: Tom Brohard, PE
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Date: 1/20/2015

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**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 14
Street: Glenoaks Boulevard
Limits: Maclay Avenue to East City Limit
Existing Speed Limit: 40 MPH

SPEEDS

Location of Survey: E/o Newton Street Date Measured: 11/6/2014
Mean Speed (Average): 33 MPH Critical Speed (85th Percentile): 38 MPH
10 Mile Pace Speed: 27 thru 36 MPH
Percentages Related To Pace Speed: 68% within pace 23% over 9% under
95th Percentile Speed: 44 MPH Range of Speeds: 19 thru 48 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 60 feet Number of Lanes (Both Directions): Four thru lanes
Segment Length: 0.55 miles
Average Daily Traffic: 21,425 vehicles Date Measured: 11/13/2014
Existing Conditions: Commercial development at west end and industrial development at east end, residential development in center section; left turn lanes at major intersections; on street parking allowed in areas without left turn lanes; bridge over wash at east end; straight alignment; posted 40 MPH speed limit in City of Los Angeles to the East.

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 35 collisions
Calculated Collision Rate: 2.71 collisions per million vehicle miles
Statewide Average Collision Rate: 1.94 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 40 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 40 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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Date: 1/20/2015

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**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 18

Street: Hubbard Street

Limits: North City Limit at Fourth Street to South City Limit at San Fernando Road

Existing Speed Limit: 35 MPH

SPEEDS

Location of Survey: N/o Second Street

Date Measured: 11/6/2014

Mean Speed (Average): 34 MPH Critical Speed (85th Percentile): 39 MPH

10 Mile Pace Speed: 29 thru 38 MPH

Percentages Related To Pace Speed: 75% within pace 19% over 6% under

95th Percentile Speed: 42 MPH

Range of Speeds: 25 thru 46 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 64 feet and variable

Number of Lanes (Both Directions): Four thru lanes

Segment Length: 0.40 miles

Average Daily Traffic: 23,437 vehicles Date Measured: 11/13/2014

Existing Conditions: Commercial development at Glenoaks Boulevard; fronting residential development to the north and south; left turn lanes at intersections and midblock; on street parking in certain areas; straight alignment; posted 35 MPH speed limit to the North and South in the City of Los Angeles

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)

Total Number of Midblock Collisions: 29 collisions

Calculated Collision Rate: 2.83 collisions per million vehicle miles

Statewide Average Collision Rate: 1.94 collisions per million vehicle miles

Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 35 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 35 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 21
Street: San Fernando Mission Boulevard
Limits: Truman Street to South City Limit
Existing Speed Limit: 35 MPH

SPEEDS

Location of Survey: S/o Hollister Street Date Measured: 11/6/2014
Mean Speed (Average): 29 MPH Critical Speed (85th Percentile): 33 MPH
10 Mile Pace Speed: 24 thru 33 MPH
Percentages Related To Pace Speed: 81% within pace 14% over 5% under
95th Percentile Speed: 38 MPH Range of Speeds: 21 thru 41 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 60 feet Number of Lanes (Both Directions): Four thru lanes
Segment Length: 0.58 miles
Average Daily Traffic: 10,675 vehicles Date Measured: 11/13/2014
Existing Conditions: Commercial development on both sides for majority of length; some fronting residential development on both sides at south end; left turn lanes and no on street parking from Pico Street north; no left turn lanes and parking allowed on both sides from Pico Street south; straight alignment.

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 16 collisions
Calculated Collision Rate: 2.36 collisions per million vehicle miles
Statewide Average Collision Rate: 1.94 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 35 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 35 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
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California Traffic Engineer #TR724
Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 22

Street: Orange Grove Avenue

Limits: North City Limit to Glenoaks Boulevard

Existing Speed Limit: 25 MPH

SPEEDS

Location of Survey: N/o Lucas Street

Date Measured: 11/6/2014

Mean Speed (Average): 28 MPH Critical Speed (85th Percentile): 31 MPH

10 Mile Pace Speed: 24 thru 33 MPH

Percentages Related To Pace Speed: 84% within pace 7% over 9% under

95th Percentile Speed: 35 MPH Range of Speeds: 18 thru 37 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 36 feet Number of Lanes (Both Directions): Two thru lanes

Segment Length: 0.55 miles

Average Daily Traffic: 2,735 vehicles Date Measured: 11/13/2014

Existing Conditions: Fronting residential development with parking allowed on both sides except immediately north of Glenoaks Boulevard to accommodate left turn lane; straight alignment

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)

Total Number of Midblock Collisions: 4 collisions

Calculated Collision Rate: 2.43 collisions per million vehicle miles

Statewide Average Collision Rate: 1.38 collisions per million vehicle miles

Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 25 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 25 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE

California Civil Engineer #C24577

California Traffic Engineer #TR724

Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 25

Street: San Fernando Road

Limits: West City Limit to San Fernando Mission Boulevard

Existing Speed Limit: 35 MPH

SPEEDS

Location of Survey: E/o Huntington Street

Date Measured: 11/6/2014

Mean Speed (Average): 34 MPH Critical Speed (85th Percentile): 38 MPH

10 Mile Pace Speed: 28 thru 37 MPH

Percentages Related To Pace Speed: 71% within pace 21% over 8% under

95th Percentile Speed: 41 MPH

Range of Speeds: 22 thru 43 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 60 feet

Number of Lanes (Both Directions): Four thru lanes

Segment Length: 0.60 miles

Average Daily Traffic: 8,783 vehicles

Date Measured: 11/13/2014

Existing Conditions: Commercial and industrial development with on street parking on both sides; no separate left turn lanes striped; straight alignment; marked pedestrian crosswalks at Huntington Street and at Kalisher Street

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)

Total Number of Midblock Collisions: 16 collisions

Calculated Collision Rate: 2.77 collisions per million vehicle miles

Statewide Average Collision Rate: 1.94 collisions per million vehicle miles

Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 35 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 35 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
California Civil Engineer #C24577
California Traffic Engineer #TR724

Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 26

Street: San Fernando Road (Mall)

Limits: San Fernando Mission Boulevard to Kittridge Street

Existing Speed Limit: 15 MPH

SPEEDS

Location of Survey: E/o Maclay Avenue

Date Measured: 11/6/2014

Mean Speed (Average): 21 MPH Critical Speed (85th Percentile): 24 MPH

10 Mile Pace Speed: 17 thru 26 MPH

Percentages Related To Pace Speed: 84% within pace 7% over 9% under

95th Percentile Speed: 29 MPH

Range of Speeds: 15 thru 31 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 24 feet and variable

Number of Lanes (Both Directions): Two thru lanes

Segment Length: 0.25 miles

Average Daily Traffic: 4,890 vehicles

Date Measured: 11/13/2014

Existing Conditions: Commercial development on both sides; narrow meandering roadway with angle parking alternating from north side to south side

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)

Total Number of Midblock Collisions: 6 collisions

Calculated Collision Rate: 4.48 collisions per million vehicle miles

Statewide Average Collision Rate: 1.38 collisions per million vehicle miles

Calculated Collision Rate Compared To Statewide Average Rate: Much higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 15 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey raises the speed limit to 20 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE

California Civil Engineer #C24577

California Traffic Engineer #TR724

Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 27
Street: San Fernando Road
Limits: Kittridge Street to East City Limit
Existing Speed Limit: 30 MPH

SPEEDS

Location of Survey: E/o Chatsworth Street Date Measured: 11/6/2014
Mean Speed (Average): 30 MPH Critical Speed (85th Percentile): 33 MPH
10 Mile Pace Speed: 24 thru 33 MPH
Percentages Related To Pace Speed: 78% within pace 17% over 5% under
95th Percentile Speed: 39 MPH Range of Speeds: 21 thru 44 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 60 feet and variable Number of Lanes (Both Directions): Two thru lanes west of Chatsworth Drive; four thru lanes east of Chatsworth Drive
Segment Length: 0.33 miles
Average Daily Traffic: 6,138 vehicles Date Measured: 11/13/2014
Existing Conditions: Commercial development with on street parking allowed on both sides; marked pedestrian crosswalks at Chatsworth Drive and midblock to the east; horizontal curve east of Jessie Street

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 10 collisions
Calculated Collision Rate: 4.51 collisions per million vehicle miles
Statewide Average Collision Rate: 1.94 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 30 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 30 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
California Civil Engineer #C24577
California Traffic Engineer #TR724
Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 28
Street: Seventh Street
Limits: West City Limit to Maclay Avenue
Existing Speed Limit: 25 MPH

SPEEDS

Location of Survey: E/o Fermoore Street Date Measured: 11/6/2014
Mean Speed (Average): 25 MPH Critical Speed (85th Percentile): 27 MPH
10 Mile Pace Speed: 20 thru 29 MPH
Percentages Related To Pace Speed: 86% within pace 9% over 5% under
95th Percentile Speed: 31 MPH Range of Speeds: 15 thru 32 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 36 feet Number of Lanes (Both Directions): Two thru lanes
Segment Length: 0.75 miles
Average Daily Traffic: 1,928 vehicles Date Measured: 11/13/2014
Existing Conditions: Fronting residential development with on street parking allowed on both sides; commercial development on both sides at Maclay Avenue; straight alignment; speed humps

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 10 collisions
Calculated Collision Rate: 6.32 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Much higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 25 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 25 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
California Civil Engineer #C24577
California Traffic Engineer #TR724
Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 29
Street: Truman Street
Limits: West City Limit to Maclay Avenue
Existing Speed Limit: 35 MPH

SPEEDS

Location of Survey: W/o Huntington Street Date Measured: 11/6/2014
Mean Speed (Average): 35 MPH Critical Speed (85th Percentile): 40 MPH
10 Mile Pace Speed: 31 thru 40 MPH
Percentages Related To Pace Speed: 75% within pace 15% over 10% under
95th Percentile Speed: 43 MPH Range of Speeds: 25 thru 47 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 64 feet Number of Lanes (Both Directions): Four thru lanes
Segment Length: 0.70 miles
Average Daily Traffic: 12,089 vehicles Date Measured: 11/13/2014
Existing Conditions: Commercial and industrial development on both sides; left turn lanes east of Workman Street with no on street parking; on street parking on both sides west of Workman Street; horizontal curve east of Workman Street, otherwise straight alignment

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 26 collisions
Calculated Collision Rate: 2.80 collisions per million vehicle miles
Statewide Average Collision Rate: 1.94 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 35 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 35 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
California Civil Engineer #C24577
California Traffic Engineer #TR724
Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 30
Street: Truman Street
Limits: Maclay Avenue to East City Limit
Existing Speed Limit: 35 MPH

SPEEDS

Location of Survey: E/o Kittridge Street Date Measured: 11/6/2014
Mean Speed (Average): 33 MPH Critical Speed (85th Percentile): 37 MPH
10 Mile Pace Speed: 29 thru 38 MPH
Percentages Related To Pace Speed: 78% within pace 13% over 9% under
95th Percentile Speed: 41 MPH Range of Speeds: 24 thru 47 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 64 feet Number of Lanes (Both Directions): Four thru lanes
Segment Length: 0.45 miles
Average Daily Traffic: 16,842 vehicles Date Measured: 11/13/2014
Existing Conditions: Commercial development on both sides; left turn lanes with no on street parking allowed except for short midblock segment east of Brand Boulevard which provides on street parking; horizontal curves east of Brand Boulevard

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 20 collisions
Calculated Collision Rate: 2.40 collisions per million vehicle miles
Statewide Average Collision Rate: 1.94 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 35 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 35 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
California Civil Engineer #C24577
California Traffic Engineer #TR724
Date: 1/20/2015

Tom Brohard



**CITY OF SAN FERNANDO
ENGINEERING AND TRAFFIC SURVEY
TO ESTABLISH AN ENFORCABLE SPEED LIMIT**

Survey No.: 31
Street: Workman Street
Limits: San Fernando Road to South City Limit
Existing Speed Limit: 25 MPH

SPEEDS

Location of Survey: S/o Pico Street Date Measured: 11/6/2014
Mean Speed (Average): 25 MPH Critical Speed (85th Percentile): 27 MPH
10 Mile Pace Speed: 21 thru 30 MPH
Percentages Related To Pace Speed: 89% within pace 4% over 7% under
95th Percentile Speed: 30 MPH Range of Speeds: 18 thru 32 MPH

ROADWAY DESIGN AND TRAFFIC CHARACTERISTICS

Width: 40 feet Number of Lanes (Both Directions): Two thru lanes
Segment Length: 0.55 miles
Average Daily Traffic: 5,325 vehicles Date Measured: 11/13/2014
Existing Conditions: Commercial development with on street parking allowed on both sides at north end and on west side at south end; residential development with on street parking allowed on both sides for rest of segment; straight alignment

COLLISION CHARACTERISTICS

Collision Period Analyzed: 1/1/2010 thru 12/31/2012 (3 years)
Total Number of Midblock Collisions: 7 collisions
Calculated Collision Rate: 2.18 collisions per million vehicle miles
Statewide Average Collision Rate: 1.38 collisions per million vehicle miles
Calculated Collision Rate Compared To Statewide Average Rate: Higher than average.

SURVEY RESULTS

Recommendation: The March 11, 2005 Engineering and Traffic Survey recommended that the previous 25 MPH speed limit be retained on this roadway segment. New traffic data including vehicle speeds, volumes, and collisions have been collected and are summarized above. In accordance with applicable provisions of the California Vehicle Code and Section 2B.13 of the California MUTCD 2014 Edition, this Engineering and Traffic Survey retains the speed limit of 25 MPH. This Survey expires in Year 2022, seven years from the date below.

Prepared by: Tom Brohard, PE
California Civil Engineer #C24577
California Traffic Engineer #TR724
Date: 1/20/2015

Tom Brohard



Counts Unlimited, Inc

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City of San Fernando
Arroyo Avenue
B/ Glenoaks Boulevard - Fifth Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD002
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	24			0	13				
12:15		1	24			1	20				
12:30		0	24			0	24				
12:45		0	40	2	112	1	23	2	80	4	192
01:00		1	28			1	21				
01:15		0	19			1	15				
01:30		0	22			0	21				
01:45		2	22	3	91	1	21	3	78	6	169
02:00		0	19			0	32				
02:15		2	20			0	29				
02:30		0	26			1	29				
02:45		0	33	2	98	1	35	2	125	4	223
03:00		1	42			1	33				
03:15		2	49			1	43				
03:30		1	61			4	54				
03:45		2	29	6	181	0	37	6	167	12	348
04:00		1	43			1	31				
04:15		1	28			2	28				
04:30		1	40			1	38				
04:45		4	29	7	140	0	34	4	131	11	271
05:00		2	34			3	36				
05:15		5	33			2	29				
05:30		13	32			7	34				
05:45		29	26	49	125	9	32	21	131	70	256
06:00		13	23			8	30				
06:15		17	17			8	8				
06:30		18	17			17	11				
06:45		27	16	75	73	20	12	53	61	128	134
07:00		30	13			19	9				
07:15		44	5			38	12				
07:30		70	14			48	10				
07:45		45	9	189	41	58	6	163	37	352	78
08:00		39	6			24	9				
08:15		30	7			19	5				
08:30		32	8			11	8				
08:45		30	1	131	22	11	8	65	30	196	52
09:00		22	3			22	4				
09:15		17	5			24	7				
09:30		22	2			15	4				
09:45		21	4	82	14	16	3	77	18	159	32
10:00		32	4			21	4				
10:15		26	2			22	3				
10:30		16	2			19	1				
10:45		21	3	95	11	14	0	76	8	171	19
11:00		30	3			26	2				
11:15		24	1			19	4				
11:30		29	2			31	0				
11:45		25	4	108	10	21	0	97	6	205	16
Total		749	918	749	918	569	872	569	872	1318	1790
Combined Total		1667		1667		1441		1441		3108	
AM Peak	-	07:15	-	-	-	07:15	-	-	-	-	-
Vol.	-	198	-	-	-	168	-	-	-	-	-
P.H.F.	-	0.707	-	-	-	0.724	-	-	-	-	-
PM Peak	-	-	02:45	-	-	-	03:00	-	-	-	-
Vol.	-	-	185	-	-	-	167	-	-	-	-
P.H.F.	-	-	0.758	-	-	-	0.773	-	-	-	-
Percentage		44.9%	55.1%			39.5%	60.5%				
ADT/AADT		ADT 3,108	AADT 3,108								

Counts Unlimited, Inc

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City of San Fernando
Brand Boulevard
B/ Glenoaks Boulevard - Fourth Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD003
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		2	31			0	32				
12:15		3	39			0	26				
12:30		2	36			1	34				
12:45		4	35	11	141	0	36	1	128	12	269
01:00		0	38			0	31				
01:15		0	45			1	35				
01:30		1	44			0	40				
01:45		0	46	1	173	1	35	2	141	3	314
02:00		2	43			0	28				
02:15		2	34			1	29				
02:30		1	32			3	30				
02:45		4	50	9	159	1	50	5	137	14	296
03:00		0	44			2	57				
03:15		1	65			1	46				
03:30		1	80			1	64				
03:45		3	74	5	263	1	58	5	225	10	488
04:00		6	72			3	56				
04:15		2	73			3	41				
04:30		1	76			4	51				
04:45		3	80	12	301	2	66	12	214	24	515
05:00		7	72			3	39				
05:15		6	85			7	36				
05:30		10	77			6	35				
05:45		18	93	41	327	13	49	29	159	70	486
06:00		12	78			21	32				
06:15		13	60			25	35				
06:30		32	48			27	47				
06:45		24	54	81	240	30	24	103	138	184	378
07:00		41	40			49	34				
07:15		37	34			65	21				
07:30		88	31			64	23				
07:45		55	26	221	131	57	17	235	95	456	226
08:00		47	26			57	16				
08:15		36	20			36	13				
08:30		37	30			38	12				
08:45		32	24	152	100	30	20	161	61	313	161
09:00		34	30			36	12				
09:15		22	24			23	17				
09:30		28	20			38	11				
09:45		26	12	110	86	32	8	129	48	239	134
10:00		31	17			25	11				
10:15		28	15			38	5				
10:30		30	10			30	2				
10:45		36	12	125	54	25	5	118	23	243	77
11:00		36	11			25	2				
11:15		28	7			28	6				
11:30		26	10			26	1				
11:45		25	4	115	32	29	5	108	14	223	46
Total		883	2007	883	2007	908	1383	908	1383	1791	3390
Combined Total		2890		2890		2291		2291		5181	
AM Peak	-	07:15	-	-	-	07:15	-	-	-	-	-
Vol.	-	227	-	-	-	243	-	-	-	-	-
P.H.F.	-	0.645	-	-	-	0.935	-	-	-	-	-
PM Peak	-	-	05:15	-	-	-	03:00	-	-	-	-
Vol.	-	-	333	-	-	-	225	-	-	-	-
P.H.F.	-	-	0.895	-	-	-	0.879	-	-	-	-
Percentage		30.6%	69.4%			39.6%	60.4%				
ADT/AADT		ADT 5,181	AADT 5,181								

Counts Unlimited, Inc

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City of San Fernando
Brand Boulevard
B/ Fourth Street - Truman Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD004
Site Code: 999-14435

Start Time	18-Nov-14 Tue	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		7	73			2	67				
12:15		7	61			0	64				
12:30		2	90			1	65				
12:45		3	89	19	313	0	61	3	257	22	570
01:00		2	77			0	63				
01:15		0	121			1	66				
01:30		3	88			0	71				
01:45		2	75	7	361	1	58	2	258	9	619
02:00		0	78			0	79				
02:15		2	66			3	67				
02:30		3	84			0	81				
02:45		7	83	12	311	1	78	4	305	16	616
03:00		2	99			2	96				
03:15		1	115			2	98				
03:30		2	165			2	88				
03:45		1	134	6	513	1	125	7	407	13	920
04:00		5	125			3	91				
04:15		2	133			9	92				
04:30		2	112			4	106				
04:45		4	116	13	486	2	88	18	377	31	863
05:00		5	158			12	99				
05:15		12	136			25	82				
05:30		10	158			24	78				
05:45		21	155	48	607	28	90	89	349	137	956
06:00		36	119			34	61				
06:15		23	106			28	67				
06:30		55	89			50	55				
06:45		70	75	184	389	49	59	161	242	345	631
07:00		72	77			74	44				
07:15		115	63			100	30				
07:30		198	65			120	34				
07:45		186	52	571	257	101	31	395	139	966	396
08:00		230	48			66	27				
08:15		218	34			63	33				
08:30		98	39			65	24				
08:45		88	35	634	156	36	20	230	104	864	260
09:00		87	38			46	11				
09:15		56	33			50	13				
09:30		67	28			63	15				
09:45		72	11	282	110	66	19	225	58	507	168
10:00		58	38			55	10				
10:15		61	24			43	7				
10:30		47	14			53	14				
10:45		63	20	229	96	67	4	218	35	447	131
11:00		63	19			60	3				
11:15		56	23			89	5				
11:30		53	10			100	4				
11:45		60	7	232	59	70	2	319	14	551	73
Total		2237	3658	2237	3658	1671	2545	1671	2545	3908	6203
Combined Total		5895		5895		4216		4216		10111	
AM Peak	-	07:30	-	-	-	07:00	-	-	-	-	-
Vol.	-	832	-	-	-	395	-	-	-	-	-
P.H.F.	-	0.904	-	-	-	0.823	-	-	-	-	-
PM Peak	-	-	05:00	-	-	-	03:45	-	-	-	-
Vol.	-	-	607	-	-	-	414	-	-	-	-
P.H.F.	-	-	0.960	-	-	-	0.828	-	-	-	-
Percentage		37.9%	62.1%			39.6%	60.4%				
ADT/AADT		ADT 10,111	AADT 10,111								

Counts Unlimited, Inc

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City of San Fernando
Brand Boulevard
B/ Truman Street - South City Limits
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD005
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		4	105			5	114				
12:15		9	93			8	88				
12:30		4	92			5	100				
12:45		11	103	28	393	3	84	21	386	49	779
01:00		7	134			1	87				
01:15		4	135			5	100				
01:30		6	101			9	113				
01:45		6	136	23	506	4	83	19	383	42	889
02:00		5	101			2	87				
02:15		3	106			5	95				
02:30		7	139			2	110				
02:45		2	143	17	489	5	116	14	408	31	897
03:00		7	127			4	143				
03:15		4	161			2	108				
03:30		3	165			3	133				
03:45		4	147	18	600	2	129	11	513	29	1113
04:00		7	170			7	145				
04:15		8	185			7	110				
04:30		11	153			10	122				
04:45		15	180	41	688	9	132	33	509	74	1197
05:00		12	191			22	131				
05:15		27	211			37	119				
05:30		22	172			35	107				
05:45		38	196	99	770	36	91	130	448	229	1218
06:00		36	167			58	93				
06:15		54	167			79	89				
06:30		55	135			67	90				
06:45		75	110	220	579	94	89	298	361	518	940
07:00		98	106			95	68				
07:15		135	84			150	55				
07:30		203	79			204	57				
07:45		247	74	683	343	197	64	646	244	1329	587
08:00		202	48			116	53				
08:15		141	67			85	45				
08:30		141	48			84	44				
08:45		118	42	602	205	70	30	355	172	957	377
09:00		104	50			66	39				
09:15		94	39			76	44				
09:30		93	40			89	38				
09:45		118	25	409	154	83	27	314	148	723	302
10:00		96	48			81	28				
10:15		89	29			76	25				
10:30		63	17			85	20				
10:45		91	23	339	117	54	15	296	88	635	205
11:00		84	27			73	15				
11:15		88	24			101	8				
11:30		82	22			89	10				
11:45		102	25	356	98	87	8	350	41	706	139
Total		2835	4942	2835	4942	2487	3701	2487	3701	5322	8643
Combined Total		7777		7777		6188		6188		13965	
AM Peak	-	07:30	-	-	-	07:15	-	-	-	-	-
Vol.	-	793	-	-	-	667	-	-	-	-	-
P.H.F.	-	0.803	-	-	-	0.817	-	-	-	-	-
PM Peak	-	-	05:00	-	-	-	03:30	-	-	-	-
Vol.	-	-	770	-	-	-	517	-	-	-	-
P.H.F.	-	-	0.912	-	-	-	0.891	-	-	-	-
Percentag e		36.5%	63.5%			40.2%	59.8%				
ADT/AADT		ADT 13,965	AADT 13,965								

Counts Unlimited, Inc

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City of San Fernando
Chatsworth Drive
B/ San Fernando Road - South City Limits
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD006
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		2	26			0	18				
12:15		1	31			2	21				
12:30		4	28			2	18				
12:45		3	27	10	112	1	19	5	76	15	188
01:00		1	31			0	20				
01:15		0	31			1	34				
01:30		1	17			0	20				
01:45		0	24	2	103	0	32	1	106	3	209
02:00		1	32			1	25				
02:15		0	33			0	24				
02:30		2	24			0	24				
02:45		2	35	5	124	0	27	1	100	6	224
03:00		0	18			0	43				
03:15		1	56			0	38				
03:30		0	40			0	22				
03:45		2	45	3	159	1	28	1	131	4	290
04:00		1	28			0	31				
04:15		0	47			2	36				
04:30		1	36			0	34				
04:45		3	45	5	156	1	25	3	126	8	282
05:00		1	46			0	37				
05:15		4	67			6	34				
05:30		4	43			6	45				
05:45		12	40	21	196	7	18	19	134	40	330
06:00		6	33			15	24				
06:15		7	33			10	15				
06:30		18	25			7	18				
06:45		20	27	51	118	16	16	48	73	99	191
07:00		18	21			8	17				
07:15		17	13			11	12				
07:30		33	23			32	22				
07:45		38	21	106	78	38	17	89	68	195	146
08:00		34	11			18	8				
08:15		32	6			21	13				
08:30		19	13			15	13				
08:45		21	8	106	38	12	8	66	42	172	80
09:00		25	14			12	10				
09:15		20	11			8	14				
09:30		27	10			18	12				
09:45		25	8	97	43	17	5	55	41	152	84
10:00		22	1			19	9				
10:15		21	9			9	6				
10:30		20	3			16	0				
10:45		23	6	86	19	14	3	58	18	144	37
11:00		11	3			19	4				
11:15		20	7			17	3				
11:30		19	2			21	2				
11:45		29	3	79	15	21	1	78	10	157	25
Total		571	1161	571	1161	424	925	424	925	995	2086
Combined Total		1732		1732		1349		1349		3081	
AM Peak	-	07:30	-	-	-	07:30	-	-	-	-	-
Vol.	-	137	-	-	-	109	-	-	-	-	-
P.H.F.	-	0.901	-	-	-	0.717	-	-	-	-	-
PM Peak	-	-	04:45	-	-	-	04:45	-	-	-	-
Vol.	-	-	201	-	-	-	141	-	-	-	-
P.H.F.	-	-	0.750	-	-	-	0.783	-	-	-	-
Percentage		33.0%	67.0%			31.4%	68.6%				
ADT/AADT		ADT 3,081	AADT 3,081								

Counts Unlimited, Inc

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City of San Fernando
Eighth Street
B/ West City Limits - Maclay Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD007
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	1			1	6				
12:15		1	5			2	6				
12:30		1	4			1	4				
12:45		0	5	2	15	1	7	5	23	7	38
01:00		0	11			0	10				
01:15		0	4			0	10				
01:30		1	13			0	17				
01:45		0	16	1	44	0	8	0	45	1	89
02:00		0	11			0	7				
02:15		1	12			0	6				
02:30		0	16			0	5				
02:45		0	9	1	48	0	10	0	28	1	76
03:00		0	12			0	11				
03:15		0	15			0	11				
03:30		0	8			0	13				
03:45		0	28	0	63	1	18	1	53	1	116
04:00		1	9			0	22				
04:15		0	9			2	15				
04:30		0	8			1	15				
04:45		1	10	2	36	1	25	4	77	6	113
05:00		2	16			1	10				
05:15		1	13			1	18				
05:30		4	8			0	14				
05:45		2	10	9	47	0	15	2	57	11	104
06:00		4	10			4	12				
06:15		7	13			1	16				
06:30		3	3			3	12				
06:45		8	5	22	31	1	6	9	46	31	77
07:00		6	4			11	7				
07:15		23	3			10	6				
07:30		21	4			23	6				
07:45		24	5	74	16	15	5	59	24	133	40
08:00		13	9			8	5				
08:15		6	6			10	9				
08:30		5	3			9	7				
08:45		13	5	37	23	9	5	36	26	73	49
09:00		5	5			6	7				
09:15		5	4			6	6				
09:30		9	3			4	2				
09:45		6	3	25	15	2	2	18	17	43	32
10:00		7	3			2	6				
10:15		3	2			8	2				
10:30		2	2			5	4				
10:45		6	1	18	8	7	3	22	15	40	23
11:00		6	0			9	0				
11:15		10	0			9	1				
11:30		4	2			3	0				
11:45		7	2	27	4	4	3	25	4	52	8
Total		218	350	218	350	181	415	181	415	399	765
Combined Total		568		568		596		596		1164	
AM Peak	-	07:15	-	-	-	07:00	-	-	-	-	-
Vol.	-	81	-	-	-	59	-	-	-	-	-
P.H.F.	-	0.844	-	-	-	0.641	-	-	-	-	-
PM Peak	-	-	03:00	-	-	-	04:00	-	-	-	-
Vol.	-	-	63	-	-	-	77	-	-	-	-
P.H.F.	-	-	0.563	-	-	-	0.770	-	-	-	-
Percentage		38.4%	61.6%			30.4%	69.6%				
ADT/AADT		ADT 1,164	AADT 1,164								

Counts Unlimited, Inc

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City of San Fernando
Fifth Street
B/ West City Limits - Maclay Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD008
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	16			3	14				
12:15		3	21			3	13				
12:30		0	31			2	18				
12:45		4	22	8	90	1	37	9	82	17	172
01:00		2	19			0	20				
01:15		2	15			1	28				
01:30		1	15			0	23				
01:45		2	22	7	71	1	21	2	92	9	163
02:00		1	19			0	27				
02:15		1	16			0	17				
02:30		2	24			1	28				
02:45		0	26	4	85	1	32	2	104	6	189
03:00		0	15			0	27				
03:15		0	23			1	44				
03:30		0	29			0	39				
03:45		1	17	1	84	3	30	4	140	5	224
04:00		1	14			1	33				
04:15		1	31			0	40				
04:30		7	29			0	40				
04:45		2	30	11	104	2	44	3	157	14	261
05:00		4	28			1	46				
05:15		6	21			3	41				
05:30		9	34			5	48				
05:45		7	21	26	104	6	42	15	177	41	281
06:00		15	25			9	34				
06:15		18	23			10	34				
06:30		16	21			14	25				
06:45		31	24	80	93	26	30	59	123	139	216
07:00		49	17			21	18				
07:15		51	16			27	22				
07:30		38	12			33	17				
07:45		33	17	171	62	21	21	102	78	273	140
08:00		15	11			18	20				
08:15		19	10			15	12				
08:30		19	10			14	13				
08:45		14	12	67	43	14	12	61	57	128	100
09:00		14	6			8	15				
09:15		13	9			14	5				
09:30		18	11			17	2				
09:45		14	4	59	30	15	9	54	31	113	61
10:00		9	4			11	6				
10:15		14	3			12	5				
10:30		10	4			14	11				
10:45		13	7	46	18	17	5	54	27	100	45
11:00		14	3			16	4				
11:15		13	0			10	1				
11:30		8	1			23	4				
11:45		9	4	44	8	20	4	69	13	113	21
Total		524	792	524	792	434	1081	434	1081	958	1873
Combined Total		1316		1316		1515		1515		2831	
AM Peak	-	07:00	-	-	-	06:45	-	-	-	-	-
Vol.	-	171	-	-	-	107	-	-	-	-	-
P.H.F.	-	0.838	-	-	-	0.811	-	-	-	-	-
PM Peak	-	-	04:15	-	-	-	04:45	-	-	-	-
Vol.	-	-	118	-	-	-	179	-	-	-	-
P.H.F.	-	-	0.952	-	-	-	0.932	-	-	-	-
Percentage		39.8%	60.2%			28.6%	71.4%				
ADT/AADT		ADT 2,831	AADT 2,831								

Counts Unlimited, Inc

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City of San Fernando
Fifth Street
B/ Maclay Avenue - East City Limits
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD009
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	18			1	30				
12:15		0	18			0	34				
12:30		1	19			3	53				
12:45		0	33	1	88	0	47	4	164	5	252
01:00		0	23			0	37				
01:15		0	25			0	25				
01:30		1	12			2	29				
01:45		0	23	1	83	2	31	4	122	5	205
02:00		0	25			0	31				
02:15		0	28			1	43				
02:30		4	26			1	55				
02:45		0	22	4	101	1	46	3	175	7	276
03:00		0	33			1	47				
03:15		0	23			1	69				
03:30		0	27			0	54				
03:45		3	18	3	101	2	79	4	249	7	350
04:00		2	27			0	50				
04:15		1	30			0	87				
04:30		4	26			1	73				
04:45		3	28	10	111	5	78	6	288	16	399
05:00		8	20			4	57				
05:15		9	23			4	40				
05:30		15	20			7	61				
05:45		11	22	43	85	13	51	28	209	71	294
06:00		10	19			10	42				
06:15		16	16			14	38				
06:30		31	12			18	21				
06:45		39	16	96	63	24	48	66	149	162	212
07:00		60	9			33	25				
07:15		64	9			58	28				
07:30		46	11			57	18				
07:45		31	14	201	43	23	25	171	96	372	139
08:00		26	6			37	11				
08:15		27	2			20	17				
08:30		16	12			26	25				
08:45		13	7	82	27	21	23	104	76	186	103
09:00		15	5			16	10				
09:15		11	4			23	19				
09:30		9	9			27	8				
09:45		21	9	56	27	26	11	92	48	148	75
10:00		13	3			21	11				
10:15		12	2			20	7				
10:30		16	3			21	2				
10:45		14	0	55	8	22	1	84	21	139	29
11:00		12	3			27	5				
11:15		15	2			23	5				
11:30		18	2			21	2				
11:45		18	1	63	8	35	2	106	14	169	22
Total		615	745	615	745	672	1611	672	1611	1287	2356
Combined Total		1360		1360		2283		2283		3643	
AM Peak	-	06:45	-	-	-	07:15	-	-	-	-	-
Vol.	-	209	-	-	-	175	-	-	-	-	-
P.H.F.	-	0.816	-	-	-	0.754	-	-	-	-	-
PM Peak	-	-	04:00	-	-	-	04:15	-	-	-	-
Vol.	-	-	111	-	-	-	295	-	-	-	-
P.H.F.	-	-	0.841	-	-	-	0.848	-	-	-	-
Percentage		45.2%	54.8%			29.4%	70.6%				
ADT/AADT		ADT 3,643	AADT 3,643								

Counts Unlimited, Inc

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City of San Fernando
First Street
B/ Hubbard Street - Maclay Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD010
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	27			1	20				
12:15		2	29			2	23				
12:30		3	23			1	27				
12:45		0	32	6	111	5	24	9	94	15	205
01:00		1	12			1	23				
01:15		0	34			1	19				
01:30		0	26			0	21				
01:45		1	19	2	91	3	24	5	87	7	178
02:00		0	34			1	28				
02:15		0	24			0	27				
02:30		1	21			0	25				
02:45		2	26	3	105	1	33	2	113	5	218
03:00		1	40			1	34				
03:15		3	31			0	34				
03:30		1	33			1	42				
03:45		2	33	7	137	2	38	4	148	11	285
04:00		0	39			2	36				
04:15		3	28			0	48				
04:30		7	40			4	40				
04:45		9	29	19	136	2	48	8	172	27	308
05:00		7	19			3	45				
05:15		8	33			4	39				
05:30		14	30			6	52				
05:45		10	23	39	105	13	36	26	172	65	277
06:00		20	30			18	46				
06:15		35	25			13	35				
06:30		15	17			20	27				
06:45		30	17	100	89	36	30	87	138	187	227
07:00		29	22			33	36				
07:15		60	13			30	30				
07:30		54	12			42	14				
07:45		60	18	203	65	32	22	137	102	340	167
08:00		33	15			27	19				
08:15		22	13			21	11				
08:30		23	14			12	25				
08:45		15	5	93	47	18	20	78	75	171	122
09:00		15	8			13	6				
09:15		12	8			19	8				
09:30		22	7			16	14				
09:45		19	5	68	28	18	6	66	34	134	62
10:00		19	3			18	8				
10:15		17	2			27	9				
10:30		26	1			18	8				
10:45		21	4	83	10	12	10	75	35	158	45
11:00		18	1			17	1				
11:15		24	5			19	5				
11:30		17	1			30	3				
11:45		17	0	76	7	23	1	89	10	165	17
Total		699	931	699	931	586	1180	586	1180	1285	2111
Combined Total		1630		1630		1766		1766		3396	
AM Peak	-	07:15	-	-	-	06:45	-	-	-	-	-
Vol.	-	207	-	-	-	141	-	-	-	-	-
P.H.F.	-	0.863	-	-	-	0.839	-	-	-	-	-
PM Peak	-	-	03:45	-	-	-	04:45	-	-	-	-
Vol.	-	-	140	-	-	-	184	-	-	-	-
P.H.F.	-	-	0.875	-	-	-	0.885	-	-	-	-
Percentage		42.9%	57.1%			33.2%	66.8%				
ADT/AADT		ADT 3,396	AADT 3,396								

Counts Unlimited, Inc

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City of San Fernando
Fourth Street
B/ West City Limits - MacLay Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD011
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		4	25			5	27				
12:15		5	28			6	29				
12:30		6	22			2	36				
12:45		3	36	18	111	0	28	13	120	31	231
01:00		2	26			2	27				
01:15		1	29			2	39				
01:30		0	27			2	40				
01:45		0	22	3	104	1	26	7	132	10	236
02:00		1	26			3	27				
02:15		0	27			0	43				
02:30		0	27			0	37				
02:45		1	30	2	110	1	43	4	150	6	260
03:00		0	31			0	47				
03:15		1	34			0	48				
03:30		3	51			4	60				
03:45		0	52	4	168	1	80	5	235	9	403
04:00		0	58			0	67				
04:15		3	38			2	64				
04:30		1	30			4	61				
04:45		7	45	11	171	3	69	9	261	20	432
05:00		8	57			4	95				
05:15		12	35			5	61				
05:30		15	39			6	65				
05:45		17	32	52	163	10	75	25	296	77	459
06:00		23	40			10	62				
06:15		16	30			7	43				
06:30		26	19			18	55				
06:45		31	23	96	112	27	43	62	203	158	315
07:00		51	19			13	35				
07:15		56	13			45	43				
07:30		72	19			63	27				
07:45		73	22	252	73	61	31	182	136	434	209
08:00		44	18			28	36				
08:15		28	23			23	29				
08:30		30	19			27	13				
08:45		21	11	123	71	18	13	96	91	219	162
09:00		22	10			17	15				
09:15		23	13			25	16				
09:30		20	8			18	10				
09:45		25	12	90	43	7	18	67	59	157	102
10:00		25	12			21	13				
10:15		17	3			23	8				
10:30		23	6			17	8				
10:45		21	4	86	25	12	7	73	36	159	61
11:00		27	4			32	10				
11:15		26	5			20	3				
11:30		25	2			26	7				
11:45		19	5	97	16	27	1	105	21	202	37
Total		834	1167	834	1167	648	1740	648	1740	1482	2907
Combined Total		2001		2001		2388		2388		4389	
AM Peak	-	07:00	-	-	-	07:15	-	-	-	-	-
Vol.	-	252	-	-	-	197	-	-	-	-	-
P.H.F.	-	0.863	-	-	-	0.782	-	-	-	-	-
PM Peak	-	-	03:30	-	-	-	05:00	-	-	-	-
Vol.	-	-	199	-	-	-	296	-	-	-	-
P.H.F.	-	-	0.858	-	-	-	0.779	-	-	-	-
Percentage		41.7%	58.3%			27.1%	72.9%				
ADT/AADT		ADT 4,389		AADT 4,389							

Counts Unlimited, Inc

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City of San Fernando
Fourth Street
B/ Maclay Avenue - East City Limits
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD012
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	60			3	45				
12:15		1	29			1	36				
12:30		1	47			1	60				
12:45		1	52	4	188	1	45	6	186	10	374
01:00		0	56			3	49				
01:15		2	45			0	49				
01:30		0	39			0	46				
01:45		0	47	2	187	1	37	4	181	6	368
02:00		0	38			1	50				
02:15		0	52			1	54				
02:30		2	39			1	79				
02:45		1	46	3	175	1	61	4	244	7	419
03:00		1	62			1	68				
03:15		2	54			0	97				
03:30		1	82			2	76				
03:45		0	71	4	269	0	72	3	313	7	582
04:00		3	43			4	69				
04:15		2	61			1	83				
04:30		9	40			3	78				
04:45		5	56	19	200	6	88	14	318	33	518
05:00		8	70			5	83				
05:15		17	60			9	63				
05:30		34	54			17	79				
05:45		26	55	85	239	6	81	37	306	122	545
06:00		29	45			10	70				
06:15		42	32			20	55				
06:30		40	30			18	49				
06:45		54	34	165	141	32	48	80	222	245	363
07:00		84	23			65	39				
07:15		89	21			61	33				
07:30		107	32			61	20				
07:45		70	34	350	110	50	38	237	130	587	240
08:00		62	21			48	19				
08:15		40	19			39	20				
08:30		36	19			37	23				
08:45		38	11	176	70	29	16	153	78	329	148
09:00		28	19			34	16				
09:15		26	10			22	21				
09:30		30	12			29	17				
09:45		29	12	113	53	32	13	117	67	230	120
10:00		36	8			30	13				
10:15		21	10			40	12				
10:30		37	3			35	7				
10:45		33	3	127	24	31	8	136	40	263	64
11:00		38	6			35	2				
11:15		34	2			52	3				
11:30		33	3			43	1				
11:45		49	4	154	15	49	7	179	13	333	28
Total		1202	1671	1202	1671	970	2098	970	2098	2172	3769
Combined Total		2873		2873		3068		3068		5941	
AM Peak	-	07:00	-	-	-	07:00	-	-	-	-	-
Vol.	-	350	-	-	-	237	-	-	-	-	-
P.H.F.	-	0.818	-	-	-	0.912	-	-	-	-	-
PM Peak	-	-	03:00	-	-	-	04:15	-	-	-	-
Vol.	-	-	269	-	-	-	332	-	-	-	-
P.H.F.	-	-	0.820	-	-	-	0.943	-	-	-	-
Percentage		41.8%	58.2%			31.6%	68.4%				
ADT/AADT		ADT 5,941	AADT 5,941								

Counts Unlimited, Inc

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City of San Fernando
Glenoaks Boulevard
B/ West City Limits - MacLay Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD013
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		14	139			15	157				
12:15		8	139			14	143				
12:30		12	135			9	139				
12:45		10	149	44	562	8	134	46	573	90	1135
01:00		7	144			4	188				
01:15		4	125			9	156				
01:30		6	147			9	119				
01:45		9	141	26	557	4	119	26	582	52	1139
02:00		5	147			4	140				
02:15		5	132			2	163				
02:30		5	154			4	149				
02:45		6	151	21	584	7	167	17	619	38	1203
03:00		4	171			3	211				
03:15		4	170			6	201				
03:30		13	179			9	211				
03:45		4	178	25	698	5	212	23	835	48	1533
04:00		9	191			7	226				
04:15		14	156			10	215				
04:30		24	172			13	236				
04:45		41	177	88	696	22	247	52	924	140	1620
05:00		40	152			25	247				
05:15		44	208			24	270				
05:30		88	168			40	277				
05:45		90	162	262	690	70	223	159	1017	421	1707
06:00		94	162			46	225				
06:15		124	185			60	222				
06:30		140	138			82	198				
06:45		183	152	541	637	82	177	270	822	811	1459
07:00		212	128			97	149				
07:15		284	122			148	147				
07:30		322	86			204	124				
07:45		292	101	1110	437	203	109	652	529	1762	966
08:00		243	92			160	103				
08:15		178	88			131	123				
08:30		133	77			108	69				
08:45		115	74	669	331	94	97	493	392	1162	723
09:00		113	57			85	66				
09:15		114	76			91	73				
09:30		123	65			108	53				
09:45		112	41	462	239	132	78	416	270	878	509
10:00		117	52			117	72				
10:15		109	26			107	67				
10:30		108	44			122	43				
10:45		104	30	438	152	113	37	459	219	897	371
11:00		95	38			116	31				
11:15		125	44			114	41				
11:30		125	13			128	30				
11:45		113	17	458	112	138	13	496	115	954	227
Total		4144	5695	4144	5695	3109	6897	3109	6897	7253	12592
Combined Total		9839		9839		10006		10006		19845	
AM Peak	-	07:15	-	-	-	07:15	-	-	-	-	-
Vol.	-	1141	-	-	-	715	-	-	-	-	-
P.H.F.	-	0.886	-	-	-	0.876	-	-	-	-	-
PM Peak	-	-	03:15	-	-	-	04:45	-	-	-	-
Vol.	-	-	718	-	-	-	1041	-	-	-	-
P.H.F.	-	-	0.940	-	-	-	0.940	-	-	-	-
Percentage		42.1%	57.9%			31.1%	68.9%				
ADT/AADT		ADT 19,845	AADT 19,845								

Counts Unlimited, Inc

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City of San Fernando
Glenoaks Boulevard
B/ Maclay Avenue - East City Limits
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD014
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		20	157			14	158				
12:15		11	149			16	162				
12:30		11	154			11	149				
12:45		11	144	53	604	10	144	51	613	104	1217
01:00		6	158			5	169				
01:15		3	143			8	138				
01:30		10	168			7	135				
01:45		11	157	30	626	7	130	27	572	57	1198
02:00		7	154			7	159				
02:15		7	155			5	160				
02:30		7	159			10	172				
02:45		7	174	28	642	1	183	23	674	51	1316
03:00		3	193			7	209				
03:15		13	180			6	220				
03:30		18	161			7	228				
03:45		15	181	49	715	3	214	23	871	72	1586
04:00		15	201			11	230				
04:15		23	168			13	194				
04:30		42	175			16	211				
04:45		57	185	137	729	24	229	64	864	201	1593
05:00		63	176			23	234				
05:15		76	202			22	257				
05:30		141	182			34	241				
05:45		162	171	442	731	54	235	133	967	575	1698
06:00		147	168			50	187				
06:15		175	167			60	218				
06:30		211	154			75	204				
06:45		213	160	746	649	79	180	264	789	1010	1438
07:00		258	126			96	143				
07:15		318	113			138	155				
07:30		371	91			189	128				
07:45		349	104	1296	434	212	95	635	521	1931	955
08:00		263	97			155	120				
08:15		209	95			123	100				
08:30		170	91			112	69				
08:45		151	104	793	387	107	107	497	396	1290	783
09:00		142	100			109	75				
09:15		142	87			132	68				
09:30		139	66			94	54				
09:45		146	81	569	334	136	77	471	274	1040	608
10:00		118	78			133	68				
10:15		141	41			127	62				
10:30		141	37			135	42				
10:45		126	33	526	189	130	36	525	208	1051	397
11:00		160	29			117	28				
11:15		114	24			124	41				
11:30		131	28			132	31				
11:45		117	17	522	98	140	21	513	121	1035	219
Total		5191	6138	5191	6138	3226	6870	3226	6870	8417	13008
Combined Total		11329		11329		10096		10096		21425	
AM Peak	-	07:15	-	-	-	07:15	-	-	-	-	-
Vol.	-	1301	-	-	-	694	-	-	-	-	-
P.H.F.	-	0.877	-	-	-	0.818	-	-	-	-	-
PM Peak	-	-	04:45	-	-	-	05:00	-	-	-	-
Vol.	-	-	745	-	-	-	967	-	-	-	-
P.H.F.	-	-	0.922	-	-	-	0.941	-	-	-	-
Percentag e		45.8%	54.2%			32.0%	68.0%				
ADT/AADT		ADT 21,425		AADT 21,425							

Counts Unlimited, Inc

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City of San Fernando
Hubbard Street
B/ Fourth Street - San Fernando Road
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD018
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		21	169			23	168				
12:15		25	163			11	186				
12:30		25	192			10	151				
12:45		21	159	92	683	14	157	58	662	150	1345
01:00		15	174			14	160				
01:15		9	176			5	183				
01:30		13	170			4	163				
01:45		18	171	55	691	9	176	32	682	87	1373
02:00		6	185			4	154				
02:15		4	187			7	178				
02:30		10	183			8	176				
02:45		12	158	32	713	7	183	26	691	58	1404
03:00		7	265			6	196				
03:15		9	196			19	189				
03:30		5	194			10	176				
03:45		6	262	27	917	12	193	47	754	74	1671
04:00		14	247			17	196				
04:15		11	261			26	177				
04:30		14	271			39	169				
04:45		17	277	56	1056	44	198	126	740	182	1796
05:00		19	252			68	208				
05:15		40	284			73	187				
05:30		47	259			83	206				
05:45		59	286	165	1081	134	208	358	809	523	1890
06:00		51	283			155	168				
06:15		70	250			152	152				
06:30		83	251			170	181				
06:45		114	241	318	1025	203	174	680	675	998	1700
07:00		108	247			235	175				
07:15		136	179			264	128				
07:30		179	149			276	124				
07:45		190	173	613	748	264	119	1039	546	1652	1294
08:00		169	154			242	130				
08:15		134	159			169	105				
08:30		150	115			167	85				
08:45		142	141	595	569	145	89	723	409	1318	978
09:00		99	123			144	88				
09:15		107	115			141	82				
09:30		145	94			159	89				
09:45		123	68	474	400	159	73	603	332	1077	732
10:00		132	91			149	82				
10:15		113	87			168	66				
10:30		140	69			159	46				
10:45		129	46	514	293	132	62	608	256	1122	549
11:00		135	58			129	39				
11:15		151	57			162	35				
11:30		134	45			142	29				
11:45		162	31	582	191	136	19	569	122	1151	313
Total		3523	8367	3523	8367	4869	6678	4869	6678	8392	15045
Combined Total		11890		11890		11547		11547		23437	
AM Peak	-	07:15	-	-	-	07:15	-	-	-	-	-
Vol.	-	674	-	-	-	1046	-	-	-	-	-
P.H.F.	-	0.887	-	-	-	0.947	-	-	-	-	-
PM Peak	-	-	05:15	-	-	-	05:00	-	-	-	-
Vol.	-	-	1112	-	-	-	809	-	-	-	-
P.H.F.	-	-	0.972	-	-	-	0.972	-	-	-	-
Percentage		29.6%	70.4%			42.2%	57.8%				
ADT/AADT		ADT 23,437	AADT 23,437								

Counts Unlimited, Inc

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City of San Fernando
Mission Boulevard
B/ Truman Street - South City Limits
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD021
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		8	69			6	81				
12:15		10	86			3	90				
12:30		6	97			4	92				
12:45		4	87	28	339	6	101	19	364	47	703
01:00		5	101			7	85				
01:15		1	97			4	100				
01:30		2	82			0	71				
01:45		3	115	11	395	1	95	12	351	23	746
02:00		3	113			2	77				
02:15		1	100			2	75				
02:30		2	95			0	99				
02:45		0	99	6	407	1	83	5	334	11	741
03:00		3	105			2	97				
03:15		4	130			1	94				
03:30		2	124			0	93				
03:45		5	114	14	473	5	82	8	366	22	839
04:00		5	127			2	108				
04:15		2	110			4	83				
04:30		5	130			6	116				
04:45		12	126	24	493	10	97	22	404	46	897
05:00		11	108			10	111				
05:15		14	123			20	85				
05:30		21	123			30	89				
05:45		34	127	80	481	34	63	94	348	174	829
06:00		31	100			37	85				
06:15		33	106			39	71				
06:30		28	92			53	70				
06:45		41	91	133	389	47	68	176	294	309	683
07:00		45	71			82	69				
07:15		65	66			104	81				
07:30		91	62			121	64				
07:45		114	57	315	256	102	57	409	271	724	527
08:00		133	35			60	60				
08:15		107	51			59	49				
08:30		96	37			59	51				
08:45		96	33	432	156	52	40	230	200	662	356
09:00		77	40			54	42				
09:15		80	29			66	30				
09:30		76	41			70	37				
09:45		71	22	304	132	78	29	268	138	572	270
10:00		78	28			73	32				
10:15		74	20			76	20				
10:30		91	19			71	15				
10:45		78	17	321	84	59	12	279	79	600	163
11:00		95	18			66	12				
11:15		88	15			80	14				
11:30		81	10			72	12				
11:45		73	8	337	51	81	6	299	44	636	95
Total		2005	3656	2005	3656	1821	3193	1821	3193	3826	6849
Combined Total		5661		5661		5014		5014		10675	
AM Peak	-	07:45	-	-	-	07:00	-	-	-	-	-
Vol.	-	450	-	-	-	409	-	-	-	-	-
P.H.F.	-	0.846	-	-	-	0.845	-	-	-	-	-
PM Peak	-	-	03:15	-	-	-	04:30	-	-	-	-
Vol.	-	-	495	-	-	-	409	-	-	-	-
P.H.F.	-	-	0.952	-	-	-	0.881	-	-	-	-
Percentage		35.4%	64.6%			36.3%	63.7%				
ADT/AADT		ADT 10,675	AADT 10,675								

Counts Unlimited, Inc

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City of San Fernando
Orange Grove Avenue
B/ North City Limits - Glenoaks Boulevard
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD022
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	22			1	17				
12:15		2	12			0	21				
12:30		1	15			3	19				
12:45		1	10	4	59	4	20	8	77	12	136
01:00		0	12			1	16				
01:15		0	21			1	16				
01:30		0	28			2	27				
01:45		0	12	0	73	0	25	4	84	4	157
02:00		0	24			1	23				
02:15		2	15			1	17				
02:30		0	21			1	19				
02:45		0	18	2	78	3	19	6	78	8	156
03:00		3	28			2	21				
03:15		1	24			2	22				
03:30		0	29			0	29				
03:45		0	30	4	111	1	40	5	112	9	223
04:00		0	38			1	23				
04:15		3	21			1	12				
04:30		1	28			4	37				
04:45		1	41	5	128	3	23	9	95	14	223
05:00		4	35			4	42				
05:15		6	37			2	26				
05:30		7	35			15	25				
05:45		4	41	21	148	12	32	33	125	54	273
06:00		4	26			15	33				
06:15		12	42			19	31				
06:30		14	20			19	26				
06:45		11	32	41	120	20	25	73	115	114	235
07:00		15	15			26	24				
07:15		21	12			35	22				
07:30		45	12			63	9				
07:45		24	13	105	52	42	22	166	77	271	129
08:00		23	19			13	15				
08:15		12	18			17	8				
08:30		12	11			12	12				
08:45		8	15	55	63	19	9	61	44	116	107
09:00		11	12			16	10				
09:15		15	6			12	15				
09:30		7	10			16	10				
09:45		18	12	51	40	13	6	57	41	108	81
10:00		8	5			10	9				
10:15		8	7			12	3				
10:30		15	8			19	8				
10:45		12	6	43	26	17	4	58	24	101	50
11:00		16	7			14	2				
11:15		12	3			22	9				
11:30		17	5			13	4				
11:45		10	4	55	19	13	3	62	18	117	37
Total		386	917	386	917	542	890	542	890	928	1807
Combined Total		1303		1303		1432		1432		2735	
AM Peak	-	07:15	-	-	-	07:00	-	-	-	-	-
Vol.	-	113	-	-	-	166	-	-	-	-	-
P.H.F.	-	0.628	-	-	-	0.659	-	-	-	-	-
PM Peak	-	-	04:45	-	-	-	04:30	-	-	-	-
Vol.	-	-	148	-	-	-	128	-	-	-	-
P.H.F.	-	-	0.902	-	-	-	0.762	-	-	-	-
Percentage		29.6%	70.4%			37.8%	62.2%				
ADT/AADT		ADT 2,735	AADT 2,735								

Counts Unlimited, Inc

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City of San Fernando
San Fernando Road
B/ West City Limits - Mission Boulevard
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD025
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		4	82			3	83				
12:15		1	83			1	76				
12:30		2	82			4	79				
12:45		5	90	12	337	3	74	11	312	23	649
01:00		4	72			3	49				
01:15		0	92			1	67				
01:30		1	78			4	68				
01:45		3	66	8	308	2	65	10	249	18	557
02:00		1	67			1	78				
02:15		5	76			1	73				
02:30		2	85			7	70				
02:45		2	97	10	325	1	74	10	295	20	620
03:00		1	89			0	74				
03:15		2	87			0	78				
03:30		1	107			2	89				
03:45		2	106	6	389	3	89	5	330	11	719
04:00		2	94			3	88				
04:15		1	82			1	115				
04:30		5	106			2	85				
04:45		3	99	11	381	5	101	11	389	22	770
05:00		6	88			4	110				
05:15		10	82			9	111				
05:30		23	106			8	92				
05:45		22	89	61	365	24	80	45	393	106	758
06:00		25	76			8	105				
06:15		42	82			11	82				
06:30		40	68			23	80				
06:45		41	84	148	310	14	69	56	336	204	646
07:00		68	64			24	61				
07:15		98	69			36	60				
07:30		146	49			39	49				
07:45		144	42	456	224	72	43	171	213	627	437
08:00		96	51			58	45				
08:15		68	35			46	44				
08:30		59	31			46	47				
08:45		55	38	278	155	36	37	186	173	464	328
09:00		64	24			38	31				
09:15		52	23			43	22				
09:30		62	28			39	20				
09:45		75	20	253	95	51	16	171	89	424	184
10:00		66	22			46	20				
10:15		64	11			49	9				
10:30		78	9			66	13				
10:45		73	9	281	51	67	8	228	50	509	101
11:00		61	4			61	6				
11:15		75	7			59	8				
11:30		78	5			54	7				
11:45		84	4	298	20	68	5	242	26	540	46
Total		1822	2960	1822	2960	1146	2855	1146	2855	2968	5815
Combined Total		4782		4782		4001		4001		8783	
AM Peak	-	07:15	-	-	-	10:30	-	-	-	-	-
Vol.	-	484	-	-	-	253	-	-	-	-	-
P.H.F.	-	0.829	-	-	-	0.944	-	-	-	-	-
PM Peak	-	-	03:15	-	-	-	04:45	-	-	-	-
Vol.	-	-	394	-	-	-	414	-	-	-	-
P.H.F.	-	-	0.921	-	-	-	0.932	-	-	-	-
Percentage		38.1%	61.9%			28.6%	71.4%				
ADT/AADT		ADT 8,783	AADT 8,783								

Counts Unlimited, Inc

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City of San Fernando
San Fernando Road
B/ Mission Boulevard - Kittridge Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD026
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		2	43			1	40				
12:15		2	46			1	50				
12:30		2	41			2	28				
12:45		4	40	10	170	1	41	5	159	15	329
01:00		1	47			0	33				
01:15		1	54			3	39				
01:30		1	50			3	42				
01:45		2	52	5	203	2	30	8	144	13	347
02:00		3	56			0	46				
02:15		5	33			2	24				
02:30		2	43			1	42				
02:45		1	49	11	181	2	35	5	147	16	328
03:00		1	48			2	28				
03:15		1	47			2	48				
03:30		3	63			0	66				
03:45		1	55	6	213	0	47	4	189	10	402
04:00		3	47			1	44				
04:15		2	40			0	58				
04:30		3	63			0	56				
04:45		4	56	12	206	1	67	2	225	14	431
05:00		3	57			1	41				
05:15		5	54			9	56				
05:30		11	57			5	53				
05:45		7	78	26	246	5	58	20	208	46	454
06:00		1	60			6	61				
06:15		1	50			1	53				
06:30		12	45			13	44				
06:45		24	47	38	202	8	36	28	194	66	396
07:00		31	52			13	49				
07:15		54	41			13	36				
07:30		59	38			38	23				
07:45		70	28	214	159	34	19	98	127	312	286
08:00		52	30			27	14				
08:15		38	25			25	17				
08:30		42	25			21	23				
08:45		22	17	154	97	12	9	85	63	239	160
09:00		21	17			18	15				
09:15		37	15			19	7				
09:30		42	17			27	5				
09:45		44	10	144	59	37	6	101	33	245	92
10:00		31	14			34	9				
10:15		34	6			30	8				
10:30		38	6			41	5				
10:45		40	4	143	30	25	2	130	24	273	54
11:00		41	6			38	2				
11:15		43	6			41	1				
11:30		39	6			39	8				
11:45		46	4	169	22	40	2	158	13	327	35
Total		932	1788	932	1788	644	1526	644	1526	1576	3314
Combined Total		2720		2720		2170		2170		4890	
AM Peak	-	07:15	-	-	-	11:00	-	-	-	-	-
Vol.	-	235	-	-	-	158	-	-	-	-	-
P.H.F.	-	0.839	-	-	-	0.963	-	-	-	-	-
PM Peak	-	-	05:15	-	-	-	05:15	-	-	-	-
Vol.	-	-	249	-	-	-	228	-	-	-	-
P.H.F.	-	-	0.798	-	-	-	0.851	-	-	-	-
Percentage		34.3%	65.7%			29.7%	70.3%				
ADT/AADT		ADT 4,890	AADT 4,890								

Counts Unlimited, Inc

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City of San Fernando
San Fernando Road
B/ Kittridge Street - East City Limits
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD027
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		2	71			2	46				
12:15		0	52			3	59				
12:30		3	55			4	46				
12:45		4	59	9	237	1	51	10	202	19	439
01:00		2	46			0	46				
01:15		1	58			3	53				
01:30		3	58			6	62				
01:45		1	72	7	234	2	49	11	210	18	444
02:00		1	56			2	40				
02:15		5	48			2	40				
02:30		0	50			0	55				
02:45		2	49	8	203	2	56	6	191	14	394
03:00		3	79			1	52				
03:15		3	66			3	58				
03:30		3	77			4	72				
03:45		3	79	12	301	3	69	11	251	23	552
04:00		2	53			1	61				
04:15		4	66			0	64				
04:30		6	83			0	63				
04:45		3	69	15	271	1	62	2	250	17	521
05:00		6	89			5	68				
05:15		14	64			11	54				
05:30		15	90			5	55				
05:45		12	66	47	309	11	53	32	230	79	539
06:00		6	80			10	72				
06:15		7	60			7	45				
06:30		25	42			10	51				
06:45		32	40	70	222	18	45	45	213	115	435
07:00		45	50			14	42				
07:15		49	40			16	37				
07:30		89	33			44	25				
07:45		83	40	266	163	35	27	109	131	375	294
08:00		81	29			26	22				
08:15		52	22			36	15				
08:30		42	27			26	27				
08:45		37	27	212	105	22	12	110	76	322	181
09:00		44	21			37	16				
09:15		38	20			37	10				
09:30		46	9			42	13				
09:45		37	15	165	65	48	9	164	48	329	113
10:00		47	10			53	9				
10:15		50	8			50	6				
10:30		49	6			55	10				
10:45		50	7	196	31	46	3	204	28	400	59
11:00		51	4			52	3				
11:15		64	4			59	4				
11:30		46	3			57	2				
11:45		55	4	216	15	43	5	211	14	427	29
Total		1223	2156	1223	2156	915	1844	915	1844	2138	4000
Combined Total		3379		3379		2759		2759		6138	
AM Peak	-	07:30	-	-	-	10:45	-	-	-	-	-
Vol.	-	305	-	-	-	214	-	-	-	-	-
P.H.F.	-	0.857	-	-	-	0.907	-	-	-	-	-
PM Peak	-	-	04:45	-	-	-	03:30	-	-	-	-
Vol.	-	-	312	-	-	-	266	-	-	-	-
P.H.F.	-	-	0.867	-	-	-	0.924	-	-	-	-
Percentage		36.2%	63.8%			33.2%	66.8%				
ADT/AADT		ADT 6,138	AADT 6,138								

Counts Unlimited, Inc

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City of San Fernando
Seventh Street
B/ West City Limits - Maclay Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD028
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	14			2	13				
12:15		1	12			0	11				
12:30		0	11			0	12				
12:45		0	12	1	49	0	6	2	42	3	91
01:00		4	6			0	18				
01:15		0	23			0	12				
01:30		0	11			1	15				
01:45		1	10	5	50	0	20	1	65	6	115
02:00		0	16			1	16				
02:15		0	15			0	18				
02:30		0	12			1	13				
02:45		1	7	1	50	0	24	2	71	3	121
03:00		0	16			1	14				
03:15		1	15			0	23				
03:30		0	27			0	22				
03:45		2	26	3	84	0	21	1	80	4	164
04:00		2	18			0	20				
04:15		1	11			0	24				
04:30		5	21			1	27				
04:45		1	23	9	73	3	20	4	91	13	164
05:00		4	21			2	33				
05:15		2	16			2	21				
05:30		4	16			2	15				
05:45		7	20	17	73	2	28	8	97	25	170
06:00		3	12			6	21				
06:15		9	23			7	18				
06:30		15	16			10	22				
06:45		12	12	39	63	3	24	26	85	65	148
07:00		12	19			9	16				
07:15		21	4			18	16				
07:30		34	16			22	16				
07:45		32	12	99	51	27	11	76	59	175	110
08:00		31	15			12	9				
08:15		14	9			8	9				
08:30		14	10			12	7				
08:45		11	4	70	38	13	11	45	36	115	74
09:00		9	11			9	11				
09:15		10	4			8	6				
09:30		10	5			12	7				
09:45		13	4	42	24	4	2	33	26	75	50
10:00		10	2			4	5				
10:15		14	7			8	4				
10:30		17	4			11	4				
10:45		16	3	57	16	13	1	36	14	93	30
11:00		7	2			6	4				
11:15		16	4			17	5				
11:30		11	1			12	2				
11:45		15	0	49	7	10	2	45	13	94	20
Total		392	578	392	578	279	679	279	679	671	1257
Combined Total		970		970		958		958		1928	
AM Peak	-	07:15	-	-	-	07:15	-	-	-	-	-
Vol.	-	118	-	-	-	79	-	-	-	-	-
P.H.F.	-	0.868	-	-	-	0.731	-	-	-	-	-
PM Peak	-	-	03:15	-	-	-	04:15	-	-	-	-
Vol.	-	-	86	-	-	-	104	-	-	-	-
P.H.F.	-	-	0.796	-	-	-	0.788	-	-	-	-
Percentage		40.4%	59.6%			29.1%	70.9%				
ADT/AADT		ADT 1,928	AADT 1,928								

Counts Unlimited, Inc

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City of San Fernando
Truman Street
B/ West City Limits - Maclay Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD029
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		3	92			9	96				
12:15		6	81			5	97				
12:30		10	79			11	113				
12:45		6	77	25	329	9	109	34	415	59	744
01:00		3	68			5	112				
01:15		6	82			6	133				
01:30		1	70			4	111				
01:45		3	73	13	293	5	117	20	473	33	766
02:00		1	77			2	91				
02:15		0	84			0	115				
02:30		1	90			7	116				
02:45		1	68	3	319	3	100	12	422	15	741
03:00		2	90			4	127				
03:15		3	91			4	125				
03:30		2	86			4	130				
03:45		5	102	12	369	5	164	17	546	29	915
04:00		8	102			4	159				
04:15		8	89			3	155				
04:30		9	96			14	147				
04:45		24	104	49	391	18	148	39	609	88	1000
05:00		26	98			20	148				
05:15		28	102			32	150				
05:30		38	71			42	138				
05:45		47	88	139	359	58	138	152	574	291	933
06:00		53	72			44	157				
06:15		78	81			49	124				
06:30		74	72			60	133				
06:45		90	71	295	296	73	107	226	521	521	817
07:00		91	58			76	110				
07:15		122	70			49	92				
07:30		133	57			82	93				
07:45		115	41	461	226	83	79	290	374	751	600
08:00		104	34			105	82				
08:15		106	39			101	81				
08:30		67	38			69	80				
08:45		93	33	370	144	61	71	336	314	706	458
09:00		71	31			84	75				
09:15		75	33			72	57				
09:30		65	20			96	38				
09:45		69	25	280	109	67	51	319	221	599	330
10:00		79	21			72	37				
10:15		85	26			96	52				
10:30		68	16			80	26				
10:45		77	15	309	78	98	22	346	137	655	215
11:00		81	16			101	29				
11:15		67	14			91	27				
11:30		86	4			97	20				
11:45		58	7	292	41	110	15	399	91	691	132
Total		2248	2954	2248	2954	2190	4697	2190	4697	4438	7651
Combined Total		5202		5202		6887		6887		12089	
AM Peak	-	07:15	-	-	-	11:00	-	-	-	-	-
Vol.	-	474	-	-	-	399	-	-	-	-	-
P.H.F.	-	0.891	-	-	-	0.907	-	-	-	-	-
PM Peak	-	-	04:30	-	-	-	03:45	-	-	-	-
Vol.	-	-	400	-	-	-	625	-	-	-	-
P.H.F.	-	-	0.962	-	-	-	0.953	-	-	-	-
Percentage		43.2%	56.8%			31.8%	68.2%				
ADT/AADT		ADT 12,089	AADT 12,089								

Counts Unlimited, Inc

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City of San Fernando
Truman Street
B/ Maclay Avenue - East City Limits
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD030
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		8	150			10	120				
12:15		12	148			12	118				
12:30		17	142			8	120				
12:45		9	143	46	583	9	125	39	483	85	1066
01:00		9	126			7	123				
01:15		1	127			7	138				
01:30		5	117			5	120				
01:45		5	125	20	495	7	100	26	481	46	976
02:00		5	133			3	116				
02:15		1	146			2	121				
02:30		0	146			6	94				
02:45		7	139	13	564	7	140	18	471	31	1035
03:00		4	155			6	134				
03:15		7	150			4	163				
03:30		6	159			10	178				
03:45		4	175	21	639	8	161	28	636	49	1275
04:00		9	183			6	161				
04:15		18	147			17	149				
04:30		21	200			19	148				
04:45		22	182	70	712	28	151	70	609	140	1321
05:00		33	171			26	158				
05:15		59	170			39	151				
05:30		82	157			51	143				
05:45		87	174	261	672	63	148	179	600	440	1272
06:00		89	156			70	153				
06:15		135	146			70	150				
06:30		128	143			102	121				
06:45		133	115	485	560	99	132	341	556	826	1116
07:00		151	109			108	114				
07:15		143	113			145	94				
07:30		163	100			160	87				
07:45		164	98	621	420	166	66	579	361	1200	781
08:00		161	87			176	74				
08:15		119	62			147	70				
08:30		114	78			102	66				
08:45		123	69	517	296	107	54	532	264	1049	560
09:00		106	64			112	50				
09:15		106	65			99	56				
09:30		125	67			114	59				
09:45		107	50	444	246	99	46	424	211	868	457
10:00		106	47			101	44				
10:15		127	42			99	36				
10:30		141	34			100	33				
10:45		123	20	497	143	105	31	405	144	902	287
11:00		118	24			104	36				
11:15		117	25			98	28				
11:30		123	9			112	16				
11:45		128	13	486	71	102	7	416	87	902	158
Total		3481	5401	3481	5401	3057	4903	3057	4903	6538	10304
Combined Total		8882		8882		7960		7960		16842	
AM Peak	-	07:15	-	-	-	07:30	-	-	-	-	-
Vol.	-	631	-	-	-	649	-	-	-	-	-
P.H.F.	-	0.962	-	-	-	0.922	-	-	-	-	-
PM Peak	-	-	04:30	-	-	-	03:15	-	-	-	-
Vol.	-	-	723	-	-	-	663	-	-	-	-
P.H.F.	-	-	0.904	-	-	-	0.931	-	-	-	-
Percentage		39.2%	60.8%			38.4%	61.6%				
ADT/AADT		ADT 16,842	AADT 16,842								

Counts Unlimited, Inc

Page 1

City of San Fernando
Workman Street
B/ San Fernando Road - South City Limits
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

SFD031
Site Code: 999-14435

Start Time	13-Nov-14 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		4	60			2	50				
12:15		3	66			2	51				
12:30		1	54			3	42				
12:45		0	42	8	222	0	45	7	188	15	410
01:00		2	50			0	41				
01:15		0	44			1	36				
01:30		0	52			1	35				
01:45		0	36	2	182	1	36	3	148	5	330
02:00		0	53			1	37				
02:15		1	50			0	22				
02:30		0	63			0	51				
02:45		0	50	1	216	1	43	2	153	3	369
03:00		0	64			3	44				
03:15		2	66			1	46				
03:30		1	63			2	46				
03:45		1	70	4	263	3	61	9	197	13	460
04:00		1	57			4	51				
04:15		4	60			4	51				
04:30		4	67			4	63				
04:45		4	77	13	261	6	57	18	222	31	483
05:00		4	90			7	56				
05:15		12	67			9	58				
05:30		11	77			7	41				
05:45		9	58	36	292	13	47	36	202	72	494
06:00		13	47			19	54				
06:15		19	61			20	45				
06:30		19	45			19	49				
06:45		32	38	83	191	30	39	88	187	171	378
07:00		34	45			27	36				
07:15		43	39			45	36				
07:30		56	46			58	19				
07:45		38	32	171	162	34	22	164	113	335	275
08:00		42	25			28	10				
08:15		27	38			27	20				
08:30		27	21			28	17				
08:45		30	42	126	126	34	13	117	60	243	186
09:00		27	22			27	14				
09:15		26	14			31	14				
09:30		31	12			35	12				
09:45		44	12	128	60	32	6	125	46	253	106
10:00		27	6			44	6				
10:15		37	10			32	8				
10:30		34	5			40	4				
10:45		43	5	141	26	34	4	150	22	291	48
11:00		41	7			36	3				
11:15		41	5			33	3				
11:30		49	6			28	3				
11:45		41	6	172	24	49	3	146	12	318	36
Total		885	2025	885	2025	865	1550	865	1550	1750	3575
Combined Total		2910		2910		2415		2415		5325	
AM Peak	-	07:15	-	-	-	07:15	-	-	-	-	-
Vol.	-	179	-	-	-	165	-	-	-	-	-
P.H.F.	-	0.799	-	-	-	0.711	-	-	-	-	-
PM Peak	-	-	04:45	-	-	-	04:30	-	-	-	-
Vol.	-	-	311	-	-	-	234	-	-	-	-
P.H.F.	-	-	0.864	-	-	-	0.929	-	-	-	-
Percentage		30.4%	69.6%			35.8%	64.2%				
ADT/AADT		ADT 5,325	AADT 5,325								

City of San Fernando
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT.	
N/B	S/B	Northbound	Southbound	Northbound	Southbound	VEH.	
65	0					0	
64	0					0	
63	0					0	
62	0					0	
61	0					0	
60	0					0	
59	0					0	
58	0					0	
57	0					0	
56	0					0	
55	0					0	
54	0					0	
53	0					0	
52	0					0	
51	0					0	
50	0					0	
49	0					0	
48	0					0	
47	0					0	
46	0					0	
45	0					0	
44	0					0	
43	0					0	
42	0					0	
41	0					0	
40	0					0	
39	0					0	
38	0					0	
37	0					1	
36	0					0	
35	1					1	
34	1					1	
33	1					2	
32	2					5	
31	0					2	
30	0					6	
29	2					5	
28	6					8	
27	3					8	
26	2					5	
25	5					8	
24	4					5	
23	2					3	
22	3					6	
21	2					6	
20	3					4	
19	2					4	
18	3					5	
17	1					1	
16	0					4	
15	5					10	
GRAND TOTALS						100	

Location:	Arroyo Avenue
Between:	Glencrooks Boulevard - Fifth Street
Weather:	Sunny
Date:	11/6/14
Time From:	9:40
Time To:	10:30
Existing Speed Limit:	30 M. P. H.

% Over Pace:	12%
% In Pace:	60%
% Under Pace:	28%
Average Speed:	24 M.P.H.
Pace Speed:	21 - 30 M.P.H.

15th Percentile / Critical Speed:	16 MPH
50th Percentile / Critical Speed:	24 MPH
85th Percentile / Critical Speed:	29 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

MPH		Vehicles Surveyed		TOT.
Speed	N/B	Southbound	Northbound	VPK
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	0			0
46	0			0
45	0			0
44	0			0
43	0			0
42	0			0
41	0			0
40	0			0
39	0			0
38	0			0
37	2			2
36	2			2
35	3			3
34	1			1
33	1			1
32	2			2
31	2			2
30	3			3
29	6			6
28	6			6
27	4			4
26	3			3
25	5			5
24	3			3
23	3			3
22	1			1
21	1			1
20	0			0
19	0			0
18	0			0
17	0			0
16	0			0
15	0			0
		GRAND TOTALS		100

Location:	Brand Avenue
Between:	Glencaks Boulevard - Fourth Street
Weather:	Sunny
Date:	11/6/14
Time From:	11:00
Time To:	11:30
Existing Speed Limit:	30 M. P. H.

% Over Pace:	14%
% In Pace:	83%
% Under Pace:	3%
Average Speed:	29 M.P.H.
Pace Speed:	23 - 32 M.P.H.

15th Percentile / Critical Speed:	24 MPH
50th Percentile / Critical Speed:	27 MPH
85th Percentile / Critical Speed:	31 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
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City of San Fernando
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT.
N/B	S/B	Northbound	Southbound	VEH.		
65	0					0
64	0					0
63	0					0
62	0					0
61	0					0
60	0					0
59	0					0
58	0					0
57	0					0
56	0					0
55	0					0
54	0					0
53	0					0
52	0					0
51	0					0
50	0					0
49	0					0
48	0					0
47	0					0
46	1					1
45	0					0
44	0					0
43	0					0
42	0					0
41	0					0
40	2					0
39	0					0
38	1					0
37	3					0
36	2					0
35	4					0
34	7					0
33	10					0
32	3					0
31	5					0
30	3					0
29	1					0
28	3					0
27	1					0
26	0					0
25	2					0
24	1					0
23	0					0
22	1					0
21	0					0
20	0					0
19	0					0
18	0					0
17	0					0
16	0					0
15	0					0
		GRAND TOTALS			100	

Location: Brand Avenue	% Over Pace: 15%
Between: Fourth Street - Truman Street	% In Pace: 73%
Weather: Sunny	% Under Pace: 12%
Date: 11/6/14	Average Speed: 33 M.P.H.
Time From: 8:45	Pace Speed: 28 - 37 M.P.H.
Time To: 9:10	
Existing Speed Limit: 35 M. P. H.	

15th Percentile / Critical Speed:	27 MPH
50th Percentile / Critical Speed:	32 MPH
85th Percentile / Critical Speed:	37 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

Speed MPH	N/B	S/B	Vehicles Surveyed		TOT. VEH.
			Northbound	Southbound	
65	0	0			0
64	0	0			0
63	0	0			0
62	0	0			0
61	0	0			0
60	0	0			0
59	0	0			0
58	0	0			0
57	0	0			0
56	0	0			0
55	0	0			0
54	0	0			0
53	0	0			0
52	0	0			0
51	0	0			0
50	0	0			0
49	0	0			0
48	0	0			0
47	0	0			0
46	0	0			0
45	2	0	X		2
44	0	1	X		1
43	1	0	X		1
42	0	1	X		1
41	0	1	X		1
40	1	1	X		2
39	4	2	X	X	6
38	1	2	X	X	3
37	4	2	X	X	6
36	2	4	X	X	6
35	9	5	X	X	14
34	2	2	X	X	4
33	3	8	X	X	11
32	6	3	X	X	9
31	3	3	X	X	6
30	1	4	X	X	5
29	4	3	X	X	7
28	2	1	X	X	3
27	1	3	X	X	4
26	1	1	X	X	2
25	1	0	X	X	1
24	2	1	X	X	3
23	0	1	X	X	1
22	0	1	X	X	1
21	0	0	X	X	0
20	0	0	X	X	0
19	0	0	X	X	0
18	0	0	X	X	0
17	0	0	X	X	0
16	0	0	X	X	0
15	0	0	X	X	0
GRAND TOTALS					100

Location:	Brand Avenue
Between:	Truman Street - South City Limit
Weather:	Sunny
Date:	11/6/14
Time From:	9:10
Time To:	9:35
Existing Speed Limit:	35 M. P. H.

% Over Pace:	14%
% In Pace:	71%
% Under Pace:	15%
Average Speed:	33 M.P.H.
Pace Speed:	29 - 38 M.P.H.
15th Percentile / Critical Speed:	28 MPH
50th Percentile / Critical Speed:	32 MPH
85th Percentile / Critical Speed:	37 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

Speed		N/B		S/B		MPH	Vehicles Surveyed		Tot. VPK
							Northbound	Southbound	
65	0	0							0
64	0	0							0
63	0	0							0
62	0	0							0
61	0	0							0
60	0	0							0
59	0	0							0
58	0	0							0
57	0	0							0
56	0	0							0
55	0	0							0
54	0	0							0
53	0	0							0
52	0	0							0
51	0	0							0
50	0	0							0
49	0	0							0
48	0	0							0
47	0	0							0
46	0	0							0
45	0	0							0
44	0	0							0
43	0	0							0
42	0	1						X	1
41	0	0						X	1
40	0	1						X	1
39	1	0						X	1
38	0	2						X	2
37	0	1						X	1
36	2	0						X	2
35	4	0						X	4
34	5	1						X	6
33	4	3						X	7
32	2	3						X	5
31	2	4						X	6
30	5	5						X	10
29	5	2						X	7
28	3	2						X	5
27	4	5						X	9
26	4	5						X	9
25	1	6						X	7
24	3	2						X	5
23	1	2						X	3
22	1	2						X	3
21	0	2						X	2
20	2	0						X	2
19	0	0							0
18	0	0							0
17	0	0							0
16	0	0							0
15	0	0							0
GRAND TOTALS									98

Location:	Chatsworth Drive
Between:	San Fernando Road - South City Limit
Weather:	Sunny
Date:	11/6/14
Time From:	9:35
Time To:	10:15
Existing Speed Limit:	30 M.P.H.

% Over Pace:	12%
% In Pace:	72%
% Under Pace:	15%
Average Speed:	29 M.P.H.
Pace Speed:	25 - 34 M.P.H.

15th Percentile / Critical Speed:	23 MPH
50th Percentile / Critical Speed:	28 MPH
85th Percentile / Critical Speed:	33 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando Radar Speed Survey

Speed		E/B		W/B		MPH		Vehicles Surveyed		Tot.		
								Eastbound		Westbound		
65	0	0	0								0	
64	0	0	0								0	
63	0	0	0								0	
62	0	0	0								0	
61	0	0	0								0	
60	0	0	0								0	
59	0	0	0								0	
58	0	0	0								0	
57	0	0	0								0	
56	0	0	0								0	
55	0	0	0								0	
54	0	0	0								0	
53	0	0	0								0	
52	0	0	0								0	
51	0	0	0								0	
50	0	0	0								0	
49	0	0	0								0	
48	0	0	0								0	
47	0	0	0								0	
46	0	0	0								0	
45	0	0	0								0	
44	0	0	0								0	
43	0	0	0								0	
42	0	0	0								0	
41	0	0	0								0	
40	0	0	0								0	
39	0	0	0								0	
38	0	0	0								0	
37	0	0	0								0	
36	1	0	0								1	
35	1	0	0								1	
34	0	0	0								0	
33	0	0	0								0	
32	0	0	0								0	
31	0	1	1								1	
30	3	0	0								3	
29	5	2	0								7	
28	2	6	0								8	
27	7	3	0								10	
26	4	5	0								9	
25	8	8	0								16	
24	6	0	0								6	
23	3	5	0								8	
22	3	3	0								6	
21	2	5	0								7	
20	2	7	0								9	
19	0	1	0								1	
18	3	3	0								6	
17	0	0	0								0	
16	0	1	0								1	
15	0	0	0								0	
GRAND TOTALS												100

Location:	Eighth Street
Between:	West City Limit - Maclay Avenue
Weather:	Sunny
Date:	11/6/14
Time From:	2:30
Time To:	3:40
Existing Speed Limit:	N/P M. P. H.

% Over Pace:	6%
% In Pace:	86%
% Under Pace:	8%
Average Speed:	25 M.P.H.
Pace Speed:	20 - 29 M.P.H.

15th Percentile / Critical Speed:	19 MPH
50th Percentile / Critical Speed:	24 MPH
85th Percentile / Critical Speed:	27 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando Radar Speed Survey

MPH		Vehicles Surveyed		Tot.	
Speed	E/B W/B	Eastbound	Westbound	VBH	TOT.
65	0 0			0	0
64	0 0			0	0
63	0 0			0	0
62	0 0			0	0
61	0 0			0	0
60	0 0			0	0
59	0 0			0	0
58	0 0			0	0
57	0 0			0	0
56	0 0			0	0
55	0 0			0	0
54	0 0			0	0
53	0 0			0	0
52	0 0			0	0
51	0 0			0	0
50	0 0			0	0
49	0 0			0	0
48	0 0			0	0
47	0 0			0	0
46	1 1			2	2
45	0 0			0	0
44	0 0			0	0
43	0 0			0	0
42	0 0			0	0
41	0 1			1	1
40	1 0			1	1
39	0 0			0	0
38	0 0			0	0
37	2 2			4	4
36	1 0			1	1
35	4 4			8	8
34	5 1			6	6
33	1 3			4	4
32	0 3			3	3
31	4 4			8	8
30	1 4			5	5
29	5 6			11	11
28	6 3			11	11
27	4 3			7	7
26	4 5			9	9
25	2 2			4	4
24	3 4			7	7
23	1 2			3	3
22	1 0			1	1
21	1 1			2	2
20	0 0			0	0
19	1 0			1	1
18	0 0			0	0
17	0 1			1	1
16	0 0			0	0
15	0 0			0	0
GRAND TOTALS				100	100

Location:	Fifth Street
Between:	West City Limit - MacLay Avenue
Weather:	Sunny
Date:	11/6/14
Time From:	12:10
Time To:	1:00
Existing Speed Limit:	30 M.P.H.

% Over Pace:	9%
% In Pace:	72%
% Under Pace:	19%
Average Speed:	30 M.P.H.
Pace Speed:	26 - 35 M.P.H.

15th Percentile / Critical Speed:	23 MPH
50th Percentile / Critical Speed:	28 MPH
85th Percentile / Critical Speed:	34 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92880
T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

MPH		Vehicles Surveyed		Tot.	
Speed	E/B	W/B	Eastbound	Westbound	VPK
65	0	0			0
64	0	0			0
63	0	0			0
62	0	0			0
61	0	0			0
60	0	0			0
59	0	0			0
58	0	0			0
57	0	0			0
56	0	0			0
55	0	0			0
54	0	0			0
53	0	0			0
52	0	0			0
51	0	0			0
50	0	0			0
49	0	0			0
48	0	0			0
47	0	0			0
46	0	0			0
45	0	0			0
44	0	0			0
43	0	0			0
42	0	0			0
41	0	0			0
40	0	0			0
39	0	0			0
38	0	0			0
37	0	2			2
36	1	0			1
35	3	0			3
34	3	2			5
33	4	1			5
32	1	2			3
31	5	6			11
30	3	2			5
29	4	5			9
28	6	4			10
27	4	9			13
26	3	5			8
25	4	4			8
24	5	4			9
23	0	2			2
22	2	1			3
21	2	0			2
20	0	1			1
19	0	0			0
18	0	0			0
17	0	0			0
16	0	0			0
15	0	0			0
			GRAND TOTALS		100

Location:	Fifth Street
Between:	Maclay Avenue - East City Limit
Weather:	Sunny
Date:	11/6/14
Time From:	8:50
Time To:	9:40
Existing Speed Limit:	30 M. P. H.

% Over Pace:	11%
% In Pace:	81%
% Under Pace:	8%
Average Speed:	28 M.P.H.
Pace Speed:	24 - 33 M.P.H.

15th Percentile / Critical Speed:	23 MPH
50th Percentile / Critical Speed:	27 MPH
85th Percentile / Critical Speed:	32 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando Radar Speed Survey

MPH		Vehicles Surveyed		Tot.	
Speed	E/B W/B	Eastbound	Westbound	VEH.	TOT.
65	0 0			0	0
64	0 0			0	0
63	0 0			0	0
62	0 0			0	0
61	0 0			0	0
60	0 0			0	0
59	0 0			0	0
58	0 0			0	0
57	0 0			0	0
56	0 0			0	0
55	0 0			0	0
54	0 0			0	0
53	0 0			0	0
52	2 0	X		2	2
51	0 0			0	0
50	0 0			0	0
49	0 0			0	0
48	0 0			0	0
47	0 0			0	0
46	0 0			0	0
45	0 0			0	0
44	1 0	X		1	1
43	0 0			0	0
42	0 0			0	0
41	0 1		X	1	1
40	0 1		X	1	1
39	0 0			0	0
38	0 0			0	0
37	3 1	X		4	4
36	3 1	X		4	4
35	2 2	X		4	4
34	2 4	X		6	6
33	2 3	X		5	5
32	2 3	X		5	5
31	8 9	X	X	17	17
30	2 6	X	X	8	8
29	3 5	X	X	8	8
28	4 3	X	X	7	7
27	2 5	X	X	7	7
26	3 2	X	X	5	5
25	7 2	X	X	9	9
24	1 1	X		2	2
23	1 1	X		2	2
22	1 0			1	1
21	0 0			0	0
20	0 0			0	0
19	0 0			0	0
18	1 0	X		1	1
17	0 0			0	0
16	0 0			0	0
15	0 0			0	0
GRAND TOTALS				100	100

Location:	First Street
Between:	Hubbard Street - Maclay Avenue
Weather:	Sunny
Date:	11/6/14
Time From:	10:20
Time To:	11:10
Existing Speed Limit:	30 M. P. H.

% Over Pace:	17%
% In Pace:	77%
% Under Pace:	6%
Average Speed:	31 M.P.H.
Pace Speed:	25 - 34 M.P.H.

15th Percentile / Critical Speed:	25 MPH
50th Percentile / Critical Speed:	30 MPH
85th Percentile / Critical Speed:	34 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando Radar Speed Survey

Speed		E/B		W/B		MPH		Vehicles Surveyed		Tot.		
								Eastbound		Westbound		
65	0	0	0								0	
64	0	0	0								0	
63	0	0	0								0	
62	0	0	0								0	
61	0	0	0								0	
60	0	0	0								0	
59	0	0	0								0	
58	0	0	0								0	
57	0	0	0								0	
56	0	0	0								0	
55	0	0	0								0	
54	0	0	0								0	
53	0	0	0								0	
52	0	0	0								0	
51	0	0	0								0	
50	0	0	0								0	
49	0	0	0								0	
48	1	0	0								1	
47	0	0	0								0	
46	0	0	0								0	
45	0	0	0								0	
44	0	0	0								0	
43	0	0	0								0	
42	0	0	0								0	
41	0	0	0								0	
40	0	0	0								0	
39	0	0	0								0	
38	1	1	1								3	
37	2	2	2								6	
36	3	2	2								5	
35	5	0	0								5	
34	4	4	4								8	
33	2	5	0								7	
32	1	2	0								3	
31	5	5	5								10	
30	4	5	0								9	
29	4	5	0								9	
28	4	6	0								10	
27	6	1	0								7	
26	1	5	0								6	
25	1	2	0								3	
24	4	1	0								5	
23	0	0	0								0	
22	1	2	0								3	
21	0	1	0								1	
20	0	0	0								0	
19	0	0	0								0	
18	1	1	0								2	
17	0	0	0								0	
16	0	0	0								0	
15	0	0	0								0	
								GRAND TOTALS				100

Location:	Fourth Street
Between:	West City Limit - MacLay Avenue
Weather:	Sunny
Date:	11/6/14
Time From:	11:34
Time To:	12:10
Existing Speed Limit:	30 M. P. H.

% Over Pace:	12%
% In Pace:	74%
% Under Pace:	14%
Average Speed:	30 M.P.H.
Pace Speed:	26 - 35 M.P.H.

15th Percentile / Critical Speed:	25 MPH
50th Percentile / Critical Speed:	29 MPH
85th Percentile / Critical Speed:	34 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92880
T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

Speed		E/B		W/B		MPH	Vehicles Surveyed		Tot. Veh.
							Eastbound	Westbound	
65	0	0							0
64	0	0							0
63	0	0							0
62	0	0							0
61	0	0							0
60	0	0							0
59	0	0							0
58	0	0							0
57	0	0							0
56	0	0							0
55	0	0							0
54	0	0							0
53	0	0							0
52	0	0							0
51	0	0							0
50	0	0							0
49	0	0							0
48	0	0							0
47	0	0							0
46	0	0							0
45	0	0							0
44	0	0							0
43	0	0							0
42	0	0							0
41	0	0							0
40	0	0							0
39	0	0							0
38	0	1							1
37	0	0							0
36	1	0							1
35	1	0							1
34	3	0							3
33	2	0							2
32	4	3							7
31	1	4							5
30	4	5							9
29	7	5							12
28	7	4							11
27	4	6							10
26	2	8							10
25	5	3							8
24	5	7							12
23	1	1							2
22	2	2							4
21	1	0							1
20	0	0							0
19	0	1							1
18	0	0							0
17	0	0							0
16	0	0							0
15	0	0							0
							GRAND TOTALS		100

Location:	Fourth Street
Between:	MacLay Avenue - East City Limit
Weather:	Sunny
Date:	11/6/14
Time From:	8:30
Time To:	8:50
Existing Speed Limit:	30 M.P.H.

% Over Pace:	6%
% In Pace:	86%
% Under Pace:	8%
Average Speed:	28 M.P.H.
Pace Speed:	24 - 33 M.P.H.

15th Percentile / Critical Speed:	23 MPH
50th Percentile / Critical Speed:	27 MPH
85th Percentile / Critical Speed:	31 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

Speed		E/B		W/B		MPH	Vehicles Surveyed		TOT. VEH.
							Eastbound	Westbound	
65	0	0	0						0
64	0	0	0						0
63	0	0	0						0
62	0	0	0						0
61	0	0	0						0
60	0	0	0						0
59	0	0	0						0
58	0	0	0						0
57	0	0	0						0
56	0	0	0						0
55	0	0	0						0
54	0	0	0						0
53	1	0	0						1
52	0	0	0						0
51	0	0	0						0
50	0	0	0						0
49	0	2	49				X X		2
48	0	0	0				X X X		3
47	0	3	47				X X X		1
46	1	0	46						0
45	0	0	45						0
44	0	1	44						1
43	1	0	43				X X X		1
42	1	4	42				X X X		5
41	1	1	41				X X X		2
40	6	5	40				X X X X X		11
39	2	3	39				X X X		5
38	6	4	38				X X X X		10
37	2	1	37				X X X		3
36	7	5	36				X X X X X		12
35	7	12	35				X X X X X X X		19
34	2	3	34				X X X		5
33	2	0	33				X X		2
32	2	1	32				X X		3
31	1	1	31				X X		2
30	3	0	30				X X X		3
29	1	2	29				X X		3
28	3	1	28				X X		4
27	0	1	27				X		1
26	1	0	26						1
25	0	0	25						0
24	0	0	24						0
23	0	0	23						0
22	0	0	22						0
21	0	0	21						0
20	0	0	20						0
19	0	0	19						0
18	0	0	18						0
17	0	0	17						0
16	0	0	16						0
15	0	0	15						0
GRAND TOTALS									100

Location:	Glenoaks Boulevard
Between:	West City Limit - MacLay Avenue
Weather:	Sunny
Date:	11/6/14
Time From:	12:55
Time To:	1:05
Existing Speed Limit:	25 M. P. H.

% Over Pace:	9%
% In Pace:	74%
% Under Pace:	17%
Average Speed:	37 M.P.H.
Pace Speed:	33 - 42 M.P.H.

15th Percentile / Critical Speed:	31 MPH
50th Percentile / Critical Speed:	35 MPH
85th Percentile / Critical Speed:	40 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.	
E/B	W/B	Eastbound	Westbound	VEH.			
65	0						0
64	0						0
63	0						0
62	0						0
61	0						0
60	0						0
59	0						0
58	0						0
57	0						0
56	0						0
55	0						0
54	0						0
53	0						0
52	0						0
51	0						0
50	0						0
49	0						0
48	1						1
47	0						1
46	0						2
45	0						0
44	0						1
43	0						0
42	1						1
41	2						2
40	1						2
39	2						5
38	3						4
37	2						4
36	3						6
35	6						7
34	10						15
33	1						3
32	4						7
31	3						6
30	2						8
29	0						1
28	4						9
27	2						6
26	2						6
25	0						1
24	0						0
23	0						0
22	1						1
21	0						0
20	0						0
19	0						1
18	0						0
17	0						0
16	0						0
15	0						0
				GRAND TOTALS			100

Location:	Glenoaks Boulevard
Between:	MacLay Avenue - East City Limit
Weather:	Sunny
Date:	11/6/14
Time From:	10:30
Time To:	11:00
Existing Speed Limit:	40 M. P. H.

% Over Pace:	23%
% In Pace:	68%
% Under Pace:	9%
Average Speed:	33 M.P.H.
Pace Speed:	27 - 36 M.P.H.

15th Percentile / Critical Speed:	27 MPH
50th Percentile / Critical Speed:	33 MPH
85th Percentile / Critical Speed:	38 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando Radar Speed Survey

Speed		N/B		S/B		MPH		Vehicles Surveyed		Tot.	
								Northbound		Southbound	
65	0	0	0								0
64	0	0	0								0
63	0	0	0								0
62	0	0	0								0
61	0	0	0								0
60	0	0	0								0
59	0	0	0								0
58	0	0	0								0
57	0	0	0								0
56	0	0	0								0
55	0	0	0								0
54	0	0	0								0
53	0	0	0								0
52	0	0	0								0
51	0	0	0								0
50	0	0	0								0
49	0	0	0								0
48	0	0	0								0
47	0	0	0								0
46	1	0	0								1
45	0	0	0								0
44	1	1	1								2
43	1	0	0								1
42	1	2	2								3
41	1	0	0								1
40	4	3	3								7
39	1	3	3								4
38	1	3	3								4
37	2	2	2								4
36	2	3	3								5
35	2	4	4								6
34	6	4	4								10
33	6	1	1								7
32	8	5	5								13
31	5	5	5								10
30	3	6	6								9
29	3	4	4								7
28	0	2	2								2
27	1	1	1								2
26	0	1	1								1
25	1	0	0								1
24	0	0	0								0
23	0	0	0								0
22	0	0	0								0
21	0	0	0								0
20	0	0	0								0
19	0	0	0								0
18	0	0	0								0
17	0	0	0								0
16	0	0	0								0
15	0	0	0								0
								GRAND TOTALS		100	

Location:	Hubbard Street
Between:	Fourth Street - San Fernando Road
Weather:	Sunny
Date:	11/6/14
Time From:	11:15
Time To:	11:30
Existing Speed Limit:	35 M. P. H.

% Over Pace:	19%
% In Pace:	75%
% Under Pace:	6%
Average Speed:	34 M.P.H.
Pace Speed:	29 - 38 M.P.H.
15th Percentile / Critical Speed:	29 MPH
50th Percentile / Critical Speed:	32 MPH
85th Percentile / Critical Speed:	39 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT.	
N/B	S/B	Northbound	Southbound	YFH			
65	0						0
64	0						0
63	0						0
62	0						0
61	0						0
60	0						0
59	0						0
58	0						0
57	0						0
56	0						0
55	0						0
54	0						0
53	0						0
52	0						0
51	0						0
50	0						0
49	0						0
48	0						0
47	0						0
46	0						0
45	0						0
44	0						0
43	0						0
42	0						0
41	0						1
40	1						1
39	0						0
38	1						3
37	0						2
36	3						3
35	2						3
34	0						1
33	2						5
32	4						8
31	3						7
30	1						7
29	5						9
28	2						7
27	6						9
26	8						11
25	7						10
24	5						8
23	0						2
22	1						2
21	1						1
20	0						0
19	0						0
18	0						0
17	0						0
16	0						0
15	0						0
GRAND TOTALS				100			

Location:	Mission Boulevard
Between:	Truman Street - South City Limit
Weather:	Sunny
Date:	11/6/14
Time From:	11:45
Time To:	12:05
Existing Speed Limit:	35 M. P. H.

% Over Pace:	14%
% In Pace:	81%
% Under Pace:	5%
Average Speed:	29 M.P.H.
Pace Speed:	24 - 33 M.P.H.

15th Percentile / Critical Speed:	24 MPH
50th Percentile / Critical Speed:	28 MPH
85th Percentile / Critical Speed:	33 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

MPH		Vehicles Surveyed		TOT.
Speed	N/B	Southbound	Northbound	VEH.
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	0			0
46	0			0
45	0			0
44	0			0
43	0			0
42	0			0
41	0			0
40	0			0
39	0			0
38	0			0
37	1			1
36	0			2
35	0			2
34	1			2
33	5			6
32	1			2
31	3			6
30	5			12
29	6			14
28	3			11
27	3			6
26	6			10
25	4			6
24	5			11
23	1			1
22	2			3
21	2			3
20	0			0
19	0			0
18	2			2
17	0			0
16	0			0
15	0			0
GRAND TOTALS				100

Location:	Orange Grove Avenue
Between:	North City Limit - Glenoaks Boulevard
Weather:	Sunny
Date:	11/6/14
Time From:	1:10
Time To:	1:40
Existing Speed Limit:	N/P M. P. H.

% Over Pace:	7%
% In Pace:	84%
% Under Pace:	9%
Average Speed:	28 M.P.H.
Pace Speed:	24 - 33 M.P.H.

15th Percentile / Critical Speed:	23 MPH
50th Percentile / Critical Speed:	27 MPH
85th Percentile / Critical Speed:	31 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

MPH		Vehicles Surveyed		Tot.	
Speed	E/B	W/B	Eastbound	Westbound	VEH.
65	0	0			0
64	0	0			0
63	0	0			0
62	0	0			0
61	0	0			0
60	0	0			0
59	0	0			0
58	0	0			0
57	0	0			0
56	0	0			0
55	0	0			0
54	0	0			0
53	0	0			0
52	0	0			0
51	0	0			0
50	0	0			0
49	0	0			0
48	0	0			0
47	0	0			0
46	0	0			0
45	0	0			0
44	0	0			0
43	1	0			1
42	0	2			2
41	5	0	X	X	5
40	0	3	X	X	3
39	2	3	X	X	5
38	2	3	X	X	5
37	4	6	X	X	10
36	1	1	X	X	2
35	2	4	X	X	6
34	6	4	X	X	10
33	7	3	X	X	10
32	7	4	X	X	11
31	3	1	X	X	4
30	1	3	X	X	4
29	2	4	X	X	6
28	4	4	X	X	8
27	1	3	X	X	4
26	0	0			0
25	1	0			1
24	0	0			0
23	0	1			1
22	1	1			2
21	0	0			0
20	0	0			0
19	0	0			0
18	0	0			0
17	0	0			0
16	0	0			0
15	0	0			0
GRAND TOTALS					100

Location:	San Fernando Road
Between:	West City Limit - Mission Boulevard
Weather:	Sunny
Date:	11/6/14
Time From:	12:10
Time To:	12:25
Existing Speed Limit:	35 M. P. H.

% Over Pace:	21%
% In Pace:	71%
% Under Pace:	8%
Average Speed:	34 M.P.H.
Pace Speed:	28 - 37 M.P.H.
15th Percentile / Critical Speed:	27 MPH
50th Percentile / Critical Speed:	32 MPH
85th Percentile / Critical Speed:	38 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of San Fernando
Radar Speed Survey

MPH		Vehicles Surveyed		Tot.	
Speed	E/B W/B	Eastbound	Westbound	VBH	TOT.
65	0 0			0	0
64	0 0			0	0
63	0 0			0	0
62	0 0			0	0
61	0 0			0	0
60	0 0			0	0
59	0 0			0	0
58	0 0			0	0
57	0 0			0	0
56	0 0			0	0
55	0 0			0	0
54	0 0			0	0
53	0 0			0	0
52	0 0			0	0
51	0 0			0	0
50	0 0			0	0
49	0 0			0	0
48	0 0			0	0
47	0 0			0	0
46	0 0			0	0
45	0 0			0	0
44	0 0			0	0
43	0 0			0	0
42	0 0			0	0
41	0 0			0	0
40	0 0			0	0
39	0 0			0	0
38	0 0			0	0
37	0 0			0	0
36	0 0			0	0
35	0 0			0	0
34	0 0			0	0
33	0 0			0	0
32	0 0			0	0
31	0 1			1	1
30	0 1			1	1
29	3 0	X X X		3	3
28	0 0			0	0
27	1 1	X		2	2
26	2 2	X X		4	4
25	2 3	X X X		5	5
24	3 8	X X X X		11	11
23	7 3	X X X X X		10	10
22	5 2	X X X X		7	7
21	3 3	X X X		6	6
20	6 4	X X X X X		10	10
19	5 5	X X X X X		10	10
18	4 8	X X X X X		12	12
17	1 8	X X X X X		9	9
16	2 1	X X X		3	3
15	6 0	X X X X X X		6	6
GRAND TOTALS				100	

Location:	San Fernando Road
Between:	Mission Boulevard - Kittridge Street
Weather:	Sunny
Date:	11/6/14
Time From:	12:30
Time To:	1:00
Existing Speed Limit:	15 M. P. H.

% Over Pace:	7%
% In Pace:	84%
% Under Pace:	9%
Average Speed:	21 M.P.H.
Pace Speed:	17 - 26 M.P.H.

15th Percentile / Critical Speed:	16 MPH
50th Percentile / Critical Speed:	20 MPH
85th Percentile / Critical Speed:	24 MPH

Radar Survey Conducted By:
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 PO Box 1178
 Corona, CA 92880
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City of San Fernando Radar Speed Survey

Speed		E/B		W/B		MPH	Vehicles Surveyed		Tot. Veh.
							Eastbound	Westbound	
65	0	0							0
64	0	0							0
63	0	0							0
62	0	0							0
61	0	0							0
60	0	0							0
59	0	0							0
58	0	0							0
57	0	0							0
56	0	0							0
55	0	0							0
54	0	0							0
53	0	0							0
52	0	0							0
51	0	0							0
50	0	0							0
49	0	0							0
48	0	0							0
47	0	0							0
46	0	0							0
45	0	0							0
44	0	1							1
43	0	0							0
42	0	0							0
41	0	1							1
40	1	1							2
39	1	0							1
38	1	0							1
37	1	0							1
36	2	0							2
35	2	2							4
34	0	4							4
33	1	1							2
32	4	2							6
31	6	8							14
30	6	7							13
29	5	4							9
28	2	3							5
27	7	3							10
26	4	2							6
25	3	4							7
24	2	4							6
23	0	2							2
22	0	0							0
21	2	1							3
20	0	0							0
19	0	0							0
18	0	0							0
17	0	0							0
16	0	0							0
15	0	0							0
							GRAND TOTALS		100

Location:	San Fernando Road
Between:	Kittridge Street - East City Limit
Weather:	Sunny
Date:	11/6/14
Time From:	1:20
Time To:	1:45
Existing Speed Limit:	30 M. P. H.

% Over Pace:	17%
% In Pace:	78%
% Under Pace:	5%
Average Speed:	30 M.P.H.
Pace Speed:	24 - 33 M.P.H.

15th Percentile / Critical Speed:	24 MPH
50th Percentile / Critical Speed:	29 MPH
85th Percentile / Critical Speed:	33 MPH

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City of San Fernando
Radar Speed Survey

MPH		Vehicles Surveyed		Tot.	
Speed	E/B W/B	Eastbound	Westbound	veh.	
65	0 0			0	
64	0 0			0	
63	0 0			0	
62	0 0			0	
61	0 0			0	
60	0 0			0	
59	0 0			0	
58	0 0			0	
57	0 0			0	
56	0 0			0	
55	0 0			0	
54	0 0			0	
53	0 0			0	
52	0 0			0	
51	0 0			0	
50	0 0			0	
49	0 0			0	
48	0 0			0	
47	0 0			0	
46	0 0			0	
45	0 0			0	
44	0 0			0	
43	0 0			0	
42	0 0			0	
41	0 0			0	
40	0 0			0	
39	0 0			0	
38	0 0			0	
37	0 0			0	
36	0 0			0	
35	0 0			0	
34	0 0			0	
33	0 0			0	
32	2 1	X		3	
31	2 1	X		3	
30	3 0	X		3	
29	3 2	X		5	
28	3 3	X		6	
27	4 6	X	X	10	
26	6 6	X	X	12	
25	7 5	X	X	12	
24	5 6	X	X	11	
23	6 2	X	X	8	
22	4 5	X	X	9	
21	3 3	X	X	6	
20	1 6	X	X	7	
19	0 1			1	
18	1 1			2	
17	0 0			0	
16	0 0			0	
15	0 2			2	
GRAND TOTALS				100	

Location:	Seventh Street
Between:	West City Limit - Maclay Avenue
Weather:	Sunny
Date:	11/6/14
Time From:	1:45
Time To:	2:25
Existing Speed Limit:	25 M.P.H.

% Over Pace:	9%
% In Pace:	86%
% Under Pace:	5%
Average Speed:	25 M.P.H.
Pace Speed:	20 - 29 M.P.H.

15th Percentile / Critical Speed:	20 MPH
50th Percentile / Critical Speed:	24 MPH
85th Percentile / Critical Speed:	27 MPH

Radar Survey Conducted By:
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City of San Fernando
Radar Speed Survey

Speed		E/B		W/B		MPH	Vehicles Surveyed		TOT. VEH.
							Eastbound	Westbound	
65	0	0	0	0	0	65			0
64	0	0	0	0	0	64			0
63	0	0	0	0	0	63			0
62	0	0	0	0	0	62			0
61	0	0	0	0	0	61			0
60	0	0	0	0	0	60			0
59	0	0	0	0	0	59			0
58	0	0	0	0	0	58			0
57	0	0	0	0	0	57			0
56	0	0	0	0	0	56			0
55	0	0	0	0	0	55			0
54	0	0	0	0	0	54			0
53	0	0	0	0	0	53			0
52	0	0	0	0	0	52			0
51	0	0	0	0	0	51			0
50	0	0	0	0	0	50			0
49	0	0	0	0	0	49			0
48	0	0	0	0	0	48			0
47	1	0	0	0	0	47		X	1
46	0	0	0	0	0	46			0
45	1	1	0	0	0	45		X	2
44	0	0	0	0	0	44			0
43	2	3	0	0	0	43		X X	5
42	1	2	0	0	0	42		X X	3
41	2	1	0	0	0	41		X X	3
40	2	2	0	0	0	40		X X	4
39	2	3	0	0	0	39		X X X	5
38	1	3	0	0	0	38		X X X	4
37	5	2	0	0	0	37		X X X X	7
36	5	3	0	0	0	36		X X X X	8
35	2	5	0	0	0	35		X X X X	7
34	5	8	0	0	0	34		X X X X X	13
33	6	4	0	0	0	33		X X X X X	10
32	5	5	0	0	0	32		X X X X X	10
31	6	1	0	0	0	31		X X X X X	7
30	1	2	0	0	0	30		X X	3
29	2	1	0	0	0	29		X X	3
28	1	1	0	0	0	28		X	2
27	0	1	0	0	0	27		X	1
26	0	0	0	0	0	26			0
25	0	1	0	0	0	25		X	1
24	0	0	0	0	0	24			0
23	0	0	0	0	0	23			0
22	0	0	0	0	0	22			0
21	0	0	0	0	0	21			0
20	0	0	0	0	0	20			0
19	0	0	0	0	0	19			0
18	0	0	0	0	0	18			0
17	0	0	0	0	0	17			0
16	0	0	0	0	0	16			0
15	0	0	0	0	0	15			0
GRAND TOTALS							100		

Location:	Truman Street
Between:	West City Limit - Maclay Avenue
Weather:	Sunny
Date:	11/6/14
Time From:	1:50
Time To:	2:05
Existing Speed Limit:	35 M. P. H.

% Over Pace:	15%
% In Pace:	75%
% Under Pace:	10%
Average Speed:	35 M.P.H.
Pace Speed:	31 - 40 M.P.H.

15th Percentile / Critical Speed:	30 MPH
50th Percentile / Critical Speed:	34 MPH
85th Percentile / Critical Speed:	40 MPH

Radar Survey Conducted By:
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City of San Fernando
Radar Speed Survey

MPH		Vehicles Surveyed		TOT.	
Speed	E/B W/B	Eastbound	Westbound	VEH.	
65	0 0			0	
64	0 0			0	
63	0 0			0	
62	0 0			0	
61	0 0			0	
60	0 0			0	
59	0 0			0	
58	0 0			0	
57	0 0			0	
56	0 0			0	
55	0 0			0	
54	0 0			0	
53	0 0			0	
52	0 0			0	
51	0 0			0	
50	0 0			0	
49	0 0			0	
48	0 0			0	
47	1 0			1	
46	0 0			0	
45	0 0			0	
44	0 0			0	
43	1 1			2	
42	0 1			1	
41	1 3			4	
40	2 0			2	
39	2 1			3	
38	1 3			4	
37	1 1			2	
36	4 3			7	
35	5 2			7	
34	1 5			6	
33	7 8			15	
32	8 2			10	
31	3 5			8	
30	3 5			8	
29	6 4			10	
28	0 2			2	
27	1 2			3	
26	1 0			1	
25	1 1			2	
24	1 0			1	
23	0 0			0	
22	0 0			0	
21	0 0			0	
20	0 0			0	
19	0 0			0	
18	0 0			0	
17	0 0			0	
16	0 0			0	
15	0 0			0	
		GRAND TOTALS		99	

Location:	Truman Street
Between:	Maclay Avenue - East City Limit
Weather:	Sunny
Date:	11/6/14
Time From:	2:15
Time To:	2:25
Existing Speed Limit:	35 M. P. H.

% Over Pace:	13%
% In Pace:	78%
% Under Pace:	9%
Average Speed:	33 M.P.H.
Pace Speed:	29 - 38 M.P.H.
15th Percentile / Critical Speed:	28 MPH
50th Percentile / Critical Speed:	32 MPH
85th Percentile / Critical Speed:	37 MPH

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City of San Fernando
Radar Speed Survey

Speed		N/B		S/B		MPH	Vehicles Surveyed		Tot.
							Northbound	Southbound	VEH.
65	0	0	0			65			0
64	0	0	0			64			0
63	0	0	0			63			0
62	0	0	0			62			0
61	0	0	0			61			0
60	0	0	0			60			0
59	0	0	0			59			0
58	0	0	0			58			0
57	0	0	0			57			0
56	0	0	0			56			0
55	0	0	0			55			0
54	0	0	0			54			0
53	0	0	0			53			0
52	0	0	0			52			0
51	0	0	0			51			0
50	0	0	0			50			0
49	0	0	0			49			0
48	0	0	0			48			0
47	0	0	0			47			0
46	0	0	0			46			0
45	0	0	0			45			0
44	0	0	0			44			0
43	0	0	0			43			0
42	0	0	0			42			0
41	0	0	0			41			0
40	0	0	0			40			0
39	0	0	0			39			0
38	0	0	0			38			0
37	0	0	0			37			0
36	0	0	0			36			0
35	0	0	0			35			0
34	0	0	0			34			0
33	0	0	0			33			0
32	1	2	2			32			3
31	1	1	0			31			1
30	0	4	4			30			4
29	2	3	3			29			5
28	4	2	2			28			6
27	6	4	4			27			10
26	11	2	2			26			13
25	6	11	11			25			17
24	5	2	2			24			7
23	6	11	11			23			17
22	3	4	4			22			7
21	1	2	2			21			3
20	1	1	1			20			2
19	2	2	2			19			4
18	1	0	0			18			1
17	0	0	0			17			0
16	0	0	0			16			0
15	0	0	0			15			0
GRAND TOTALS									100

Location:	Workman Street
Between:	San Fernando Road - South City Limit
Weather:	Sunny
Date:	11/6/14
Time From:	2:35
Time To:	3:10
Existing Speed Limit:	25 M. P. H.

% Over Pace:	4%
% In Pace:	89%
% Under Pace:	7%
Average Speed:	25 M.P.H.
Pace Speed:	21 - 30 M.P.H.

15th Percentile / Critical Speed:	21 MPH
50th Percentile / Critical Speed:	24 MPH
85th Percentile / Critical Speed:	27 MPH

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04 If used, the Overhead Pedestrian Crossing sign shall be placed over the roadway at the crosswalk location.

05 An In-Street or Overhead Pedestrian Crossing sign shall not be placed in advance of the crosswalk to educate road users about the State law prior to reaching the crosswalk, nor shall it be installed as an educational display that is not near any crosswalk.

Guidance:

06 If an island (see Chapter 3I) is available, the In-Street Pedestrian Crossing sign, if used, should be placed on the island.

Option:

07 If a Pedestrian Crossing (W11-2) warning sign is used in combination with an In-Street or an Overhead Pedestrian Crossing sign, the W11-2 sign with a diagonal downward pointing arrow (W16-7P) plaque may be post-mounted on the right-hand side of the roadway at the crosswalk location.

Standard:

08 The In-Street Pedestrian Crossing sign and the Overhead Pedestrian Crossing sign shall not be used at signalized locations.

09 The STOP FOR legend shall only be used in States where the State law specifically requires that a driver must stop for a pedestrian in a crosswalk.

10 The In-Street Pedestrian Crossing sign shall have a black legend (except for the red-STOP or YIELD sign symbols) and border on a white background, surrounded by an outer yellow or fluorescent yellow-green background area (see Figure 2B-2). The Overhead Pedestrian Crossing sign shall have a black legend and border on a yellow or fluorescent yellow-green background at the top of the sign and a black legend and border on a white background at the bottom of the sign (see Figure 2B-2).

11 Unless the In-Street Pedestrian Crossing sign is placed on a physical island, the sign support shall be designed to bend over and then bounce back to its normal vertical position when struck by a vehicle.

Support:

12 The Provisions of Section 2A.18 concerning mounting height are not applicable for the In-Street Pedestrian Crossing sign.

Standard:

13 The top of an In-Street Pedestrian Crossing sign shall be a maximum of 4 feet above the pavement surface. The top of an In-Street Pedestrian Crossing sign placed in an island shall be a maximum of 4 feet above the island surface.

Option:

14 The In-Street Pedestrian Crossing sign may be used seasonably seasonally to prevent damage in winter because of plowing operations, and may be removed at night if the pedestrian activity at night is minimal.

15 In-Street Pedestrian Crossing signs, Overhead Pedestrian Crossing signs, and Yield Here To ~~(Stop Here For)~~ Pedestrians signs may be used together at the same crosswalk.

Section 2B.13 Speed Limit Sign (R2-1)

Support:

00 The setting of speed limits can be controversial and requires a rational and defensible determination to maintain public confidence. Speed limits are normally set near the 85th-percentile speed that statistically represents one standard deviation above the average speed and establishes the upper limit of what is considered reasonable and prudent. As with most laws, speed limits need to depend on the voluntary compliance of the greater majority of motorists. Speed limits cannot be set arbitrarily low, as this would create violators of the majority of drivers and would not command the respect of the public.

Standard:

01 Speed zones (other than statutory speed limits) shall only be established on the basis of an engineering and traffic survey (E&TS) study that has been performed in accordance with traffic engineering practices. The engineering study shall include an analysis of the current speed distribution of free-flowing vehicles.

02 The Speed Limit (R2-1) sign (see Figure 2B-3) shall display the limit established by law, ordinance, regulation, or as adopted by the authorized agency based on the engineering study. The speed limits displayed shall be in multiples of 5 mph.

03 Speed Limit (R2-1) signs, indicating speed limits for which posting is required by law, shall be located at the points of change from one speed limit to another.

04 At the downstream end of the section to which a speed limit applies, a Speed Limit sign showing the next speed limit shall be installed. Additional Speed Limit signs shall be installed beyond major intersections and at other locations where it is necessary to remind road users of the speed limit that is applicable.

05 Speed Limit signs indicating the statutory speed limits shall be installed at entrances to the State and, where appropriate, at jurisdictional boundaries in urban areas.

Support:

06 In general, the maximum speed limits applicable to rural and urban roads are established:

- A. Statutorily – a maximum speed limit applicable to a particular class of road, such as freeways or city streets, that is established by State law; or
- B. As altered speed zones – based on engineering studies.

07 State statutory limits might restrict the maximum speed limit that can be established on a particular road, notwithstanding what an engineering study might indicate.

Option:

08 If a jurisdiction has a policy of installing Speed Limit signs in accordance with statutory requirements only on the streets that enter a city, neighborhood, or residential area to indicate the speed limit that is applicable to the entire city, neighborhood, or residential area unless otherwise posted, a CITYWIDE (R2-5aP), NEIGHBORHOOD (R2-5bP), or RESIDENTIAL (R2-5cP) plaque may be mounted above the Speed Limit sign and an UNLESS OTHERWISE POSTED (R2-5P) plaque may be mounted below the Speed Limit sign (see Figure 2B-3).

Guidance:

09 A Reduced Speed Limit Ahead (W3-5 or W3-5a) sign (see Section 2C.38) should be used to inform road users of a reduced speed zone where the speed limit is being reduced by more than 10 mph, or where engineering judgment indicates the need for advance notice to comply with the posted speed limit ahead.

10 States and local agencies should conduct engineering studies at least once every 5, 7 or 10 years, in compliance with CVC Section 40802 to reevaluate non-statutory speed limits on segments of their roadways that have undergone significant changes since the last review, such as the addition or elimination of parking or driveways, changes in the number of travel lanes, changes in the configuration of bicycle lanes, changes in traffic control signal coordination, or significant changes in traffic volumes.

11 No more than three speed limits should be displayed on any one Speed Limit sign or assembly.

12 When a speed limit within a speed zone is posted, it should be within 5 mph of the 85th percentile speed of free-flowing traffic.

Standard:

12a When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic, except as shown in the two Options below.

Option:

1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5. See Standard below for documentation requirements.
2. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).

Standard:

12b If the speed limit to be posted has had the 5 mph reduction applied, then an E&TS shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC Sections 627 and 22358.5.

Support:

12c The following examples are provided to explain the application of these speed limit criteria:

Example 1. Using Option 1 above and first step is to round down: If the 85th percentile speed in a speed survey for a location was 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed. As indicated by the option, this 35 mph established speed limit could be reduced by 5 mph to 30 mph if

the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.

Example 2. Using Option 1 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 33 mph speed. As indicated by the option, this 35 mph speed limit could be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.

Example 3. Using Option 2 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, instead of rounding up to 35mph, the speed limit can be established at 30mph, but no further reductions can be applied (which is allowed in the two examples above).

Standard:

^{12d} **Examples 1 and 2 for establishing posted speed limits shall apply to engineering and traffic surveys (E&TS) performed on or after July 1, 2009 in accordance with Caltrans' Traffic Operations Policy Directive Number 09-04 dated June 29, 2009.**

Option:

^{12e} After January 1, 2012, Example 3 may be used to establish speed limits. Refer to CVC 21400(b).

Support:

^{12f} Any existing E&TS that was performed before July 1, 2009 in accordance with previous traffic control device standards is not required to comply with the new criteria until it is due for reevaluation per the 5, 7 or 10 year criteria.

¹³ *Speed studies for signalized intersection approaches should be taken outside the influence area of the traffic control signal, which is generally considered to be approximately 1/2 mile, to avoid obtaining skewed results for the 85th-percentile speed.*

Support:

¹⁴ Advance warning signs and other traffic control devices to attract the motorist's attention to a signalized intersection are usually more effective than a reduced speed limit zone.

Guidance:

¹⁵ *An advisory speed plaque (see Section 2C.08) mounted below a warning sign should be used to warn road users of an advisory speed for a roadway condition. A Speed Limit sign should not be used for this situation.*

Option:

¹⁶ Other factors that may be considered when establishing or reevaluating speed limits are the following:

- A. Road characteristics, shoulder condition, grade, alignment, and sight distance;
- B. The pace;
- C. Roadside development and environment;
- D. Parking practices and pedestrian activity; and
- E. Reported crash experience for at least a 12-month period.

¹⁷ Two types of Speed Limit signs may be used: one to designate passenger car speeds, including any nighttime information or minimum speed limit that might apply; and the other to show any special speed limits for trucks and other vehicles.

¹⁸ A changeable message sign that changes the speed limit for traffic and ambient conditions may be installed provided that the appropriate speed limit is displayed at the proper times.

¹⁹ A changeable message sign that displays to approaching drivers the speed at which they are traveling may be installed in conjunction with a Speed Limit sign.

Guidance:

²⁰ *If a changeable message sign displaying approach speeds is installed, the legend YOUR SPEED XX MPH or such similar legend should be displayed. The color of the changeable message legend should be a yellow legend on a black background or the reverse of these colors.*

Support:

²¹ Advisory Speed signs and plaques are discussed in Sections 2C.08 and 2C.14. Temporary Traffic Control Zone Speed signs are discussed in Part 6. The WORK ZONE (G20-5aP) plaque intended for installation above a Speed Limit sign is discussed in Section 6F.12. School Speed Limit signs are discussed in Section 7B.15.

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²² Speed limits in California are governed by the California Vehicle Code (CVC), Sections 22348 through 22413; also, pertinent sections are found in Sections 627 and 40802 and others referenced in this section. See Section 1A.11 for information regarding this publication.

²³ Refer to Part 6, Section 6C.01 for speed limit signs in temporary traffic control zones. Refer to Part 7 for speed limit signs in school areas.

Engineering and Traffic Survey (E&TS)

Support:

²⁴ CVC Section 627 defines the term "Engineering and traffic survey" and lists its requirements.

Standard:

²⁵ **An engineering and traffic survey (E&TS) shall include, among other requirements deemed necessary by Caltrans, consideration of all of the following:**

- A. Prevailing speeds as determined by traffic engineering measurements.**
- B. Collision records.**
- C. Highway, traffic, and roadside conditions not readily apparent to the driver.**

Guidance:

²⁶ *The E&TS should contain sufficient information to document that the required three items of CVC Section 627 are provided and that other conditions not readily apparent to a driver are properly identified.*

²⁷ *Prevailing speeds are determined by a speed zone survey. A speed zone survey should include:*

- A. The intent of the speed measurements is to determine the actual speed of unimpeded traffic. The speed of traffic should not be altered by concentrated law enforcement, or other means, just prior to, or while taking the speed measurements.*
- B. Only one person is required for the field work. Speeds should be read directly from a radar or other electronic speed measuring devices; or,*
- C. Devices, other than radar, capable of accurately distinguishing and measuring the unimpeded speed of free flowing vehicles may be used.*
- D. A location should be selected where prevailing speeds are representative of the entire speed zone section. If speeds vary on a given route, more than one speed zone section may be required, with separate measurements for each section. Locations for measurements should be chosen so as to minimize the effects of traffic signals or stop signs.*
- E. Speed measurements should be taken during off-peak hours between peak traffic periods on weekdays. If there is difficulty in obtaining the desired quantity, speed measurements may be taken during any period with free flowing traffic.*
- F. The weather should be fair (dry pavement) with no unusual conditions prevailing.*
- G. The surveyor and equipment should not affect the traffic speeds. For this reason, an unmarked car is recommended, and the radar speed meter located as inconspicuously as possible.*
- H. In order for the sample to be representative of the actual traffic flow, the minimum sample should be 100 vehicles in each survey. In no case should the sample contain less than 50 vehicles.*
- I. Short speed zones of less than 0.5 miles should be avoided, except in transition areas.*
- J. Speed zone changes should be coordinated with changes in roadway conditions or roadside development.*
- K. Speed zoning should be in 10 mph increments except in urban areas where 5 mph increments are preferable.*
- L. Speed zoning should be coordinated with adjacent jurisdictions.*

Support:

²⁸ Physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to the driver, in the absence of other factors, would not require special downward speed zoning. Refer to CVC 22358.5.

Option:

²⁹ When qualifying an appropriate speed limit, local authorities may also consider all of the following findings:

- A. Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:**
 - 1. Upon one side of the highway, within 0.25 miles, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.**
 - 2. Upon both sides of the highway, collectively, within a distance of 0.25 miles the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.**

3. The portion of highway is larger than 0.25 miles but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph 1 or 2 above.
- B. Pedestrian and bicyclist safety.
- ³⁰ The following two methods of conducting E&TS may be used to establish speed limits:
 1. State Highways - The E&TS for State highways is made under the direction of the Caltrans District Traffic Engineer. The data includes:
 - a. One copy of the Example of Speed Zone Survey Sheet (See Figure 2B-101(CA)) showing:
 - A north arrow
 - Engineer's station or post mileage
 - Limits of the proposed zones
 - Appropriate notations showing type of roadside development, such as "scattered business," "solid residential," etc. Schools adjacent to the highway are shown, but other buildings need not be plotted unless they are a factor in the speed recommendation or the point of termination of a speed zone.
 - Collision rates for the zones involved
 - Average daily traffic volume
 - Location of traffic signals, signs and markings
 - If the highway is divided, the limits of zones for each direction of travel
 - Plotted 85th percentile and pace speeds at location taken showing speed profile
 - b. A report to the District Director that includes:
 - The reason for the initiation of speed zone survey.
 - Recommendations and supporting reasons.
 - The enforcement jurisdictions involved and the recommendations and opinions of those officials.
 - The stationing or reference post in mileage at the beginning and ending of each proposed zone and any intermediate equations. Location ties must be given to readily identifiable physical features.
 2. City and County Through Highways, Arterials, Collector Roads and Local Streets.
 - a. The short method of speed zoning is based on the premise that a reasonable speed limit is one that conforms to the actual behavior of the majority of motorists, and that by measuring motorists' speeds, one will be able to select a speed limit that is both reasonable and effective. Other factors that need to be considered include but are not limited to: the most recent two-year collision record, roadway design speed, safe stopping sight distance, superelevation, shoulder conditions, profile conditions, intersection spacing and offsets, commercial driveway characteristics, and pedestrian traffic in the roadway without sidewalks.
 - b. Determination of Existing Speed Limits - Figures 2B-103(CA) & 2B-104(CA) show examples of data sheets which may be used to record speed observations. Specific types of vehicles may be tallied by use of letter symbols in appropriate squares.

³¹ In most situations, the short form for local streets and roads will be adequate; however, the procedure used on State highways may be used at the option of the local agency.

Guidance:

³² *The factors justifying a reduction below the 85th percentile speed for the posted speed limit are the same factors mentioned above. Whenever such factors are considered to establish the speed limit, they should be documented on the speed zone survey or the accompanying engineering report.*

³³ *The establishment of a speed limit of more than 5 mph below the 85th percentile speed should be done with great care as studies have shown that establishing a speed limit at less than the 85th percentile generally results in an increase in collision rates; in addition, this may make violators of a disproportionate number of the reasonable majority of drivers.*

Support:

³⁴ Generally, the most decisive evidence of conditions not readily apparent to the driver surfaces in collision histories.

³⁵ Speed limits are established at or near the 85th percentile speed, which is defined as that speed at or below which 85th percent of the traffic is moving. The 85th percentile speed is often referred to as the critical speed. Pace speed is defined as the 10 mph increment of speed containing the largest number of vehicles (See Figure 2B-102(CA)). The lower limit of the pace is plotted on the Speed Zone Survey Sheets as an aid in determining the proper zone limits. Speed limits higher than the 85th percentile are not generally considered reasonable and prudent. Speed limits below the 85th percentile do not ordinarily

facilitate the orderly movement of traffic and require constant enforcement to maintain compliance. Speed limits established on the basis of the 85th percentile conform to the consensus of those who drive highways as to what speed is reasonable and prudent, and are not dependent on the judgment of one or a few individuals.

³⁶ The majority of drivers comply with the basic speed law. Speed limits set at or near the 85th percentile speed provide law enforcement officers with a limit to cite drivers who will not conform to what the majority considers reasonable and prudent. Further studies show that establishing a speed limit at less than the 85th percentile (Critical Speed) generally results in an increase in collision rates.

Option:

³⁷ When roadside development results in traffic conflicts and unusual conditions which are not readily apparent to drivers, as indicated in collision records, speed limits somewhat below the 85th percentile may be justified. Concurrence and support of enforcement officials are necessary for the successful operation of a restricted speed zone.

Guidance:

³⁸ *Speed zones of less than 0.5 miles and short transition zones should be avoided.*

Signs

Standard:

³⁹ The Speed Limit (R2-1) sign shall be used to give notice of a prima facie or maximum speed limit except as provided under Prima Facie Speed Limits in CVC 22352.

⁴⁰ When used, the TRUCKS, 3 AXLES OR MORE 55 MAXIMUM (R6-3(CA)) sign shall be installed approximately 750 feet following each R2-1 sign.

⁴¹ The ALL VEHICLES WHEN TOWING 55 MAXIMUM (R6-4(CA)) sign shall be installed approximately 750 feet following the R6-3(CA) sign.

Guidance:

⁴² *The R6-3(CA) and R6-4(CA) signs should be placed on highway segments where speeds in excess of 55 mph are permitted.*

Option:

⁴³ The existing AUTOS WITH TRAILERS, TRUCKS 55 MAXIMUM (R6-1(CA)) sign may remain in place until it is knocked down, damaged, stolen, vandalized, or otherwise reaches the end of its useful life.

⁴⁴ The local California Highway Patrol office may be consulted to identify highway segments where enforcement is an issue. On these segments early replacement of existing R6-1(CA) signs may be necessary.

Support:

⁴⁵ Refer to CVC Section 22406 for types of vehicles subject to the 55 mph maximum speed limit.

Option:

⁴⁶ The Speed Zone Ahead (R2-4(CA)) sign (see Figure 2B-3(CA)) may be used to inform the motorist of a reduced speed zone.

Standard:

⁴⁷ The R2-4(CA) sign shall always be followed by a Speed Limit (R2-1) sign installed at the beginning of the zone where the reduced speed limit applies.

⁴⁸ The End Speed Limit (R3(CA)) sign shall only be used to mark the end of a speed zone.

⁴⁹ The R3(CA) sign shall not be used at a transition into a change in speed limits within a reduced zone.

Option:

⁵⁰ The R3(CA) sign (see Figure 2B-3(CA)) may be used with the TRUCK (M4-4) plaque to mark the end of truck speed zones on descending grades.

Standard:

⁵¹ Speed limit signs shall be placed at the beginning of all restricted speed zones.

Option:

⁵² Where speed zones are longer than 1 mile, intermediate signs may be placed at approximate 1 mile intervals. For three or more lanes in each direction, dual installation may be used.

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Standard:

⁵³ The Speed Limit (R2-1) and End Speed Limit (R3(CA)) signs, as appropriate shall be placed at the end of all restricted speed zones.

⁵⁴ Freeways with 65 mph and those segments where a speed limit of 70 mph has been approved by Caltrans, with approval by the California Highway Patrol, shall be posted as follows:

- At the segment entrance, R2-1 signs shall be installed right of traffic off of the right shoulder.
- R2-1 signs shall also be installed off of the right shoulder only, throughout the segment, at a maximum of 25 mile intervals.

Option:

- The 25 mile interval may be modified to include locations following entrance ramps.

Standard:

- The R6-3(CA) sign (see Figure 2B-3(CA)) shall be installed approximately 750 feet following each R2-1 sign, both at the beginning and throughout each 60, 65 or 70 mph segment.
- The R6-4(CA) sign (see Figure 2B-3(CA)) shall be installed approximately 750 feet following each R6-3(CA) sign.

Option:

- The SLOWER TRAFFIC KEEP RIGHT (R4-3) signs may be installed at locations where there is a tendency of the motorists to drive in the left-hand lane(s) below the normal speed of traffic.

Standard:

- Signs shall be placed in protected locations.
- At the end of the 70/65 mph segment, R2-1 signs shall be installed off of the right shoulder.

⁵⁵ Freeway segments where a 55 mph speed limit has been approved by Caltrans, with the approval of the California Highway Patrol, shall be posted as follows:

- The beginning of the segment shall be posted with an R2-1 sign installed on the right shoulder and left shoulder where the median is of sufficient width to permit sign maintenance without lane closures.

Guidance:

- Subsequent signs should then be posted on the right shoulder, on approximate 3 mile intervals, with no more than 3 interchanges between signs.
- At the end of the segment, an R2-1 sign with the appropriate number for the next speed limit should be posted on the right shoulder.

⁵⁶ Conventional highways with 55 mph speed limits should be posted as follows:

Standard:

- The beginning of the segment shall be posted with an R2-1 sign installed on the right shoulder.

Guidance:

- Subsequent signs should then be posted on approximate 5 to 10 mile intervals and immediately after locations where significant volumes of traffic enter the segment.
- At the end of the segment, an R2-1 sign with the appropriate number for the next speed limit should be posted on the right shoulder.

Conventional highways with 65 mph speed limits should be posted as follows:

- The beginning of the segment should be posted with an R2-1 sign installed on the right shoulder.
- Subsequent signs should then be posted at 5 to 10 mile intervals and after locations where significant volumes of traffic enter the segment.
- At the end of the segment, an R2-1 sign with the appropriate number for the next speed limit should be posted on the right shoulder.

Option:

⁵⁷ Pavement markings with appropriate numerals (see Section 3B.21) may be used to supplement speed limit signs.

Standard:

⁵⁸ The R2-1 and R6-3(CA) and R6-4(CA) signs giving maximum statewide speed limits for various types of vehicles shall be installed on all State highways near the points of entrance into California.

Guidance:

⁵⁹ *The R2-1 and R6-3(CA) and R6-4(CA) signs should be placed in a location to be most effectively viewed by the approaching motorists.*

Standard:

⁶⁰ **Speed Limit (R2-1) signs shall be installed throughout segments of freeway with posted speed limits of 65 mph or 70 mph at a maximum of 25 mile intervals.**

Option:

⁶¹ The 25 mile interval may be modified to include locations following entrance ramps.

Standard:

⁶² **Speed Limit (R2-1) signs shall be installed throughout segments of conventional highways with a posted speed limit of 65 mph at 5 mile to 10 mile intervals.**

⁶³ **Speed Limit (R2-1) signs shall be installed throughout segments of freeway with a posted speed limit of 55 mph at approximately 3 mile intervals with no more than 3 interchanges between signs.**

⁶⁴ **Speed Limit (R2-1) signs shall be installed throughout segments of conventional highways with a posted speed limit of 55 mph at 5 mile to 10 mile intervals.**

Speed Enforced Signs

Option:

⁶⁵ The SPEED ENFORCED BY RADAR (R48(CA)) sign (see Figure 2B-3(CA)) may be used where the California Highway Patrol has received authority to use radar and requests such signs.

Guidance:

⁶⁶ *One sign should be used in each direction at the beginning of the segment of roadway, and at intervening major route intersections, where radar enforcement is in effect.*

Support:

⁶⁷ The R48(CA) sign is a stand-alone sign intended to alert motorists that speed is enforced by radar on a particular segment of roadway.

Option:

⁶⁸ The RADAR ENFORCED (R48-1(CA)) sign (see Figure 2B-3(CA)) may be used in combination with the Speed Limit (R2-1) sign on any roadway where law enforcement has the authority to use radar.

Guidance:

⁶⁹ *When used, the R48-1(CA) sign should be placed below the R2-1 sign, at the beginning of the segment of roadway and at intervening major intersections, where radar enforcement is in effect.*

Option:

⁷⁰ The SPEED ENFORCED BY AIRCRAFT (R48-2(CA)) sign (see Figure 2B-3(CA)) may be placed, when requested by the California Highway Patrol, on sections of highway regularly patrolled by aircraft.

Standard:

⁷¹ **The R48-2(CA) sign shall be used for both directions of travel.**

Guidance:

⁷² *The R48-2(CA) sign should be placed at the beginning of the section and spaced at 25 mile intervals. See Figure 3B-105(CA).*

Vehicle Speed Feedback Signs

Option:

⁷³ A Vehicle Speed Feedback sign that displays to approaching drivers the speed at which they are traveling may be installed in conjunction with a Speed Limit (R2-1) sign.

Standard:

⁷⁴ **If a Vehicle Speed Feedback sign displaying approach speeds is installed, the legend shall be YOUR SPEED XX. The numerals displaying the speed shall be white, yellow, yellow-green or amber color on black background. When activated, lights shall be steady-burn conforming to the provisions of CVC Sections 21466 and 21466.5. Vehicle Speed Feedback signs shall not alternatively be operated as variable speed limit signs.**

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Guidance:

⁷⁵ *To the degree practical, numerals for displaying approach speeds should be similar font and size as numerals on the corresponding Speed Limit (R2-1) sign.*

Option:

⁷⁶ When used, the Vehicle Speed Feedback sign may be mounted on either a separate support or on the same support as the Speed Limit (R2-1) sign.

⁷⁷ In lieu of lights, legend may be retroreflective film for flip-disk systems.

⁷⁸ The legend YOUR SPEED may be white on black plaque located above the changeable speed display.

Support:

⁷⁹ Driver comprehension may improve when the Vehicle Speed Feedback Sign is mounted on the same support below the Speed Limit (R2-1) sign.

⁸⁰ Vehicle Speed Feedback Signs are appropriate for use with advisory speed signs and with temporary signs in temporary traffic control zones.

Basic Speed Law and Prima Facie Speed Limits – See CVC 22350 & 22352

Support:

⁸¹ The basic speed law states "No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property."

Standard:

⁸² **Prima facie speed limits are specific limits and shall apply unless changed based upon an engineering and traffic survey (E&TS) and signs are posted that display the new speed limit.**

Option:

⁸³ Prima facie speed limits may be preempted by the basic speed law, when roadway, traffic or weather conditions warrant a lower speed.

Use of Metric System Designations – See CVC 21351.3

Option:

⁸⁴ Dual units for speed limits on signs may be placed on local streets and roads in both Metric and English units.

Guidance:

⁸⁵ *If used, dual unit speed limits should be rounded to the nearest 10 km/h for Metric and 5 mph for English units for posting on signs on local streets and roads.*

Support:

⁸⁶ Refer to AASHTO's Traffic Engineering Metric Conversion Factors. See Section 1A.11 for information regarding this publication.

Standard:

⁸⁷ **Metric speed limits shall not be placed on State highways. For use in this California MUTCD, 70 mph shall be shown as a metric equivalent of 110 km/h, neither of which shall be used on any local street or road.**

Legal Authority for Establishing Speed Limits

Support:

⁸⁸ Delegation of legal authority to set speed limits on State highways is given to Caltrans District Directors. The District Director of each transportation district is authorized to issue orders regulating the speed of traffic, up to 65 mph on State highways. The Director of Caltrans retains the authority to approve variable, minimum, and maximum speeds up to 70 mph on State freeways.

Standard:

⁸⁹ **The speed limits shown in Table 2B-101(CA) shall apply, unless changed upon the basis of an engineering and traffic survey (E&TS).**

Option:

⁹⁰ The speed limits shown in Table 2B-102(CA) may apply, unless changed upon E&TS.

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Variable Speed Limits on Freeways - See CVC 22355

Option:

⁹¹ The following speed limits may apply:

- Whenever Caltrans determines based upon an engineering and traffic survey (E&TS) that the safe and orderly movement of traffic upon any freeway segment will be facilitated by the establishment of variable speed limits.
- Caltrans may erect, regulate, and control signs upon the state highway which is a freeway, or any portion thereof, which, if used, signs shall be designed to permit display of different speeds at various times of the day or night.
- Such signs need not conform to the standards & specifications per CVC 21400, but if used, shall be of sufficient size and clarity to give adequate notice of the applicable speed limit.

Minimum Speed Limits on State Highways - See CVC 22400

Option:

⁹² The following speed limits may apply:

- Whenever Caltrans determines based upon an engineering and traffic survey (E&TS) that slow speeds on any part of a state highway consistently impede the normal and reasonable movement of traffic, Caltrans may determine and declare a minimum speed limit. Appropriate signs giving notice shall then be installed on that segment.
- A motorist can be cited for stopping or impeding the normal and reasonable movement of traffic unless the stop is necessary for safe operation and in compliance with the law.

Speed Traps

Support:

⁹³ Refer to CVC 40802 for Speed Traps.

Standard:

⁹⁴ A speed trap shall not apply to a local street, road, or school zone.

⁹⁵ A section of highway shall be defined as a speed trap if the prima facie speed limit is not justified by an engineering and traffic survey (E&TS) within five years, and the enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects.

⁹⁶ This time provision shall be extended to seven years when using radar and all of the following criteria are met:

- The arresting officer has successfully completed a minimum of 24 hours of certified radar operator course training.
- The radar used to measure the speed meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within three years of the alleged violation.

⁹⁷ This time provision shall be extended to seven years when using laser or other electronic device (other than radar) and all of the following criteria are met:

- The arresting officer has successfully completed a minimum of 24 hours of certified radar operator course training.
- The arresting officer has successfully completed a minimum of 2 hours of additional approved certified training.
- The radar used to measure the speed meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within three years of the alleged violation.

Option:

⁹⁸ This time provision for an E&TS may be extended to ten years when all of the above conditions are met and no significant changes in roadway or traffic conditions have occurred, including changes in adjoining property or land use, roadway width, or traffic volume as determined by a registered engineer.

Truck Speed Zone on Descending Grades

Guidance:

⁹⁹ Highway descending grades, if used for posting TRUCK Speed Limit signs (R2-1 and M4-4) for trucks travelling downhill, should have recorded incident history of runaway commercial vehicles. Descending grades shorter than 1 mile should be avoided for posting signs because deceleration of vehicles due to braking action can generally provide sufficient control on descending grades of less than 1 mile.

ATTACHMENT “B”**ORDINANCE NO. 1639**

**AN ORDINANCE OF THE CITY OF SAN FERNANDO
AMENDING SECTIONS 90-941 AND 90-942 OF CHAPTER
90 OF THE CITY OF SAN FERNANDO CITY CODE
RELATING TO SPEED LIMITS**

The City Council of the City of San Fernando does ordain as follows:

Section 1. Section 90-941 (“Decrease of local speed limits”) of Article XI (“Schedules”) of Chapter 90 (“Traffic and Vehicles”) of the San Fernando City Code is hereby amended to read as follows:

Sec. 90-941. – Amending of local speed limits.

It is determined and declared, upon the basis of an engineering and traffic investigation, that for safe operation of vehicles on the following streets the prima facie speed limit shall be as set forth on those designated streets or parts of streets when signs are erected giving notice thereof, in accordance with Vehicle Code § 22358:

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (miles per hour)
Arroyo Avenue, from Glenoaks Boulevard to north city limits	35
Arroyo Street, from Glenoaks Boulevard to Fifth Street	30
Brand Boulevard, from Fourth Street to Glenoaks Boulevard	30
Brand Boulevard, from Truman Street to Fourth Street	30 35
Brand Boulevard, from Truman Street to the south city limits	35
Chatsworth Drive, from the south city limits to San Fernando Road	30
Eighth Street, from west city limits to Maclay Avenue	25
Fifth Street, from west city limits to east city limits	30
First Street, from Hubbard Avenue to Maclay Avenue	30

Fourth Street, from west city limits to east city limits	30
Glenoaks Boulevard, from west city limits to east city limits	40
Harding Avenue, from north city limits to Glenoaks Boulevard	25
Harding Avenue, from Glenoaks Boulevard to Fourth Street	25
Harding Avenue, from Fourth Street to First Street	25
Hubbard Avenue, from south city limits to north city limits	35
Maclay Avenue from Truman Street to Fourth Street	25
Maclay Avenue, from Fourth Street to Glenoaks Boulevard	30
Maclay Avenue, from Glenoaks Boulevard to north city limits	30
Mission Boulevard, from south city limits to Truman Street	35
Orange Grove Avenue, from Glenoaks Boulevard to north city limits	25
Orange Grove Avenue, from Glenoaks Boulevard to Fourth Street	25
San Fernando Road, from Kittridge Street to east city limits	30
San Fernando Road, from west city limits to Mission Boulevard	35
Seventh Street, from west city limits to Maclay Avenue	25
Truman Street, from west city limits to east city limits	35
Workman Street, from south city limits to San Fernando Road	25"

Section 2. Section 90-942("Decrease of speed limits on narrow streets") of Article XI ("Schedules") of Chapter 90 ("Traffic and Vehicles") of the San Fernando City Code is hereby amended to read as follows:

Sec. 90-942. - Amending of speed limits on narrow streets.

It is determined upon the basis of an engineering and traffic investigation that the state prima facie speed limit of 25 miles per hour in a business or residence district or in a public park on any street having a roadway not exceeding 25 feet in width is more than is reasonable or safe under the conditions found to exist upon such streets, and it is declared that the prima facie speed limit shall be 15 miles per hour on those designated streets or parts thereof when signs are erected giving notice thereof, in accordance with Vehicle Code § 22358.3:

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (miles per hour)
Park Avenue, from Fourth Street to First Street	15
San Fernando Road, from Mission Boulevard to Kittridge Street	15 20 “

Section 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

Section 4. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this ____ day of _____, 2015.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance was adopted a regular meeting of the City Council held on the ____ day of _____, 2015 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Brian Saeki, City Manager

Date: February 17, 2015

Subject: Consideration to Adopt Resolution No. 7664 Amending the City Council Procedural Manual by Revising Various Sections Including Changing the Title of Mayor Pro Tem to Vice Mayor

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7664 (Attachment "A") amending the City Council Procedural Manual to reflect changes recommended by the City Council.

BACKGROUND:

1. On July 3, 1995, the City Council adopted Resolution No. 6434 Approving a Procedural Manual (Manual) for the Conduct of City Council Meetings.
2. Since adoption, the Manual has been amended (via Resolutions and Ordinances) several times.
3. On February 4, November 18, December 2, 2013, and on January 20, 2015, the City Council met to discuss various changes to the Manual and directed staff to re-agendize with the recommended changes/revisions for final approval by the City Council.

ATTACHMENT:

- A. Resolution No. 7664 (Exhibit "A" to the Resolution is a strikethrough version of the Manual)

ATTACHMENT "A"

RESOLUTION NO. 7664**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING THE CITY COUNCIL PROCEDURAL MANUAL BY REVISING VARIOUS SECTIONS INCLUDING CHANGING THE MAYOR PRO TEMPORE TITLE TO VICE MAYOR**

WHEREAS, the City Council adopted its Procedural Manual (Manual) for the Conduct of City Council Meetings in the City of San Fernando on July 3, 1995 by Resolution No. 6434, and amended the Procedural Manual on March 16, 1998 by Resolution No. 6604, on August 7, 2000 by Resolution No. 6743, on July 21, 2003 by Ordinance No. 1543, on July 20, 2009 by Resolution 7328, on December 7, 2009 by Resolution No. 7346, on May 3, 2010 by Resolution No. 7376, on September 19, 2011 by Resolution No. 7454; and

WHEREAS, the Manual sets forth procedures regarding the conduct of City business, including, but not limited to, regular meetings, special meetings, agendas, noticing, decorum, voting, adoption of resolutions and ordinances, minutes and reorganization, but does not thoroughly address Council committees; and

WHEREAS, the City Council desires to amend the Manual (Exhibit A) by revising various sections including changing the "Mayor Pro Tempore" title to "Vice Mayor".

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

SECTION 1. The City Council finds that all of the facts set forth in this Resolution are true and correct.

SECTION 2. The revised sections contained in Exhibit A, which are hereby incorporated herein by this reference, are added to the Manual.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 17th day of February 2015.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

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

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



PROCEDURAL MANUAL

CITY COUNCIL OF THE CITY OF SAN FERNANDO

Adopted by Resolution No. 6434 on July 3, 1995
Amended by Resolution No. 6604 on March 16, 1998
Amended by Resolution No. 6743 on August 7, 2000
Amended by Ordinance No. 1543 on July 21, 2003
Amended by Resolution No. 7328 on July 20, 2009
Amended by Resolution No. 7346 on Dec. 7, 2009
Amended by Resolution No. 7376 on May 3, 2010
Amended by Resolution No. 7454 on September 19, 2011
Amended by Resolution No. 7664 on February 17, 2015

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PREAMBLE

These rules are enacted pursuant to Government Code Section 36813 to provide decorum and order at City Council meetings and to promote the efficient conduct of those meetings. The rules govern the procedures of the City Council itself and the conduct of individual Councilmembers. It is also intended that the rules govern the conduct of City staff and members of the public who attend City Council meetings. In the event of a conflict between these rules of procedures and any provision of State or Federal law, including but not limited to the Ralph M. Brown Act codified at Section 54950 et seq. of the California Government Code, the State or Federal law controls.

The source for many guidelines is set forth beneath the text of the section.

Because circumstances may differ from one meeting to the next, these rules are intended as guidelines, and are not inflexible rules. Accordingly, they may be waived at any meeting, by Motion, in accordance with Robert's Rules of Order.

1. MEETINGS

1.1 REGULAR MEETINGS

Regular Meetings of the City Council of the City of San Fernando are held in the City Council Chambers of the City Hall, 117 Macneil Street, San Fernando, California, on the first and third Mondays of each month at 6:00 p.m. When the day of a regular City Council meeting falls on a legal holiday, the meeting will be held at the same hour on the next succeeding day that is not a holiday. The City Council will not convene for the last regularly scheduled meeting in December or the first regularly scheduled meeting in January, unless the City Council, by majority vote of the body, determines that either or both meetings shall be held.

1.2 ADJOURNED MEETINGS

Any meeting may be adjourned to a time, place and date certain, but not beyond the next regular meeting.

1.3 SPECIAL MEETINGS

Special Meetings may be called at any time by the Mayor or three members of the City Council by a written notice as outlined in Section 1.4 below. Only matters contained in the notice may be considered.

1.4 NOTICE OF MEETINGS

Notice of regular meetings are to be posted with the Agenda in the manner provided for in Section 2.3 and in accordance with State law. Mailed or hand delivered notice is required for all special meetings and for all meetings adjourned by the City Clerk, and are delivered personally, by mail or email, at least 24 hours before the time of the meeting to each member of the City Council, and to each local newspaper of general circulation, radio or television station requesting notice in writing. Notice of all adjourned meetings shall be posted. (Government Code Section 54954.1, 54952.2 and 54956)

1.5 MEETINGS TO BE PUBLIC

All regular, adjourned, and special meetings of the City Council shall be open to the public; provided, however, the City Council may hold closed sessions for purposes outlined in the following section. (Government Code Section 54953)

1.6 CLOSED SESSIONS - MATTERS OF DISCUSSION

The City Council may hold closed sessions, from which the public may be excluded, for consideration of any item for which closed sessions are permitted by State law. The following subjects are typically conducted in closed session:

- a. LICENSE/PERMIT DETERMINATION (Government Code Section 54956.7)
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)
- c. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Government Code Section 54956.9, Subdivision (a) of Section 54956.9)
- d. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (Subdivision (b) of Section 54956.9)
- e. LIABILITY CLAIMS (Government Code Section 54956.95)
- f. THREAT TO PUBLIC SERVICE OR FACILITIES (Government Code Section 54957)
- g. PUBLIC EMPLOYEE APPOINTMENT (Government Code Sections 54957 and 54957.6)

~~“City Employees” include the positions of City Manager, City Attorney and Department Heads. (Government Code Section 54957.6(b))~~

- i. PUBLIC EMPLOYMENT
- ii. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
- iii. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
- iv. CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)
- h. CASE REVIEW/PLANNING (Government Code Section 54957.8)
- i. REPORT INVOLVING TRADE SECRET (Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code)
- j. Any other purpose specifically authorized by law.

The City Council shall publicly report at the public meeting during which the closed session is held any action taken and the roll call vote thereon, unless a late time is permitted for such report. In no case shall the report be delayed later than the next regular meeting of the City Council.

1.7 CLOSED SESSIONS MINUTES

The City Council may, by motion, designate the City Clerk or any officer or employee, to attend any closed session of the City Council and to keep and enter in a minute a record of topics discussed and decisions made at the meeting.

1.8 CLOSED SESSIONS CONFIDENTIALITY

All matters discussed during closed sessions shall be private and confidential. The disclosure by any person of the topics or details of such matters is prohibited, except by the City Attorney who is designated to make any disclosures required by State law.

1.9 QUORUM

A majority of the City Council shall be sufficient to do business and motions may be passed 2 - 1 if only three attend. However, the following matters require three affirmative votes:

- a. Adoption of Ordinance (with the exception of urgency ordinance, which require four affirmative votes).

- b. Adoption of Resolutions or orders for the payment of money (with the exemption of specific types of Resolutions that require four affirmative votes as mandated by State law).

1.10 ATTENDANCE

If a Councilmember is absent from all regular meetings of the City Council for a period of 60 days consecutively from and after the last regular City Council meeting attended by such member, unless by permission of the City Council expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be an elector of the City, his office shall become immediately vacant and shall be so declared by the City Council. (Government Code Section 36513)

2. AGENDA PROCEDURES AND ORDER OF BUSINESS

2.1 AGENDA

The order of business of each City Council meeting shall be as contained in the Agenda prepared by the City Manager. The City Council shall follow the order of business as outlined in the prepared Agenda. Items may be taken out of order by the Mayor or by a majority consent of the City Council.

The Agenda for all regular meetings, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the meeting (usually on Thursday of the prior week) at the City Clerk's office.

The Agenda may be amended in accordance with State law, prior to any meeting.

2.2 AGENDA DEADLINE

- a. A citizen requesting to place an item on a City Council agenda, may submit a written request at any time to the City Council (or any City Councilmember). The request may also be made during the public comment portion of a City Council meeting.

Items raised by the public during public comment, may be referred to staff (by majority consent of the City Council) for follow up and possible placement on a future agenda for formal action.

A Councilmember wishing to sponsor a citizen request may place the item on an upcoming agenda under the heading "Administrative Report" ~~City Council Items~~".

- b. When a member of the City Council wishes to have an item placed on an agenda of an upcoming City Council meeting, the following procedures shall be followed:
 - i. The member wishing to have an item placed on an agenda for an upcoming meeting shall provide the City Clerk with an agenda report that provides a general description of the item, the desired action and includes any other relevant written materials or information which the member would like to have considered at the meeting. The agenda report and any other supplementary material must be submitted to the City Clerk by 12:00 p.m. the Wednesday preceding the City Council meeting. Except as provided in paragraph b.ii. of this Section 2.2, all items requested to be placed on an agenda by a Councilmember shall appear on the agenda for discussion and action. No items, however, shall be placed on the agenda without an agenda report.
 - ii. Items that have been previously agendized, discussed and determined by action of the City Council are discouraged from being placed on the agenda for an upcoming meeting by a Councilmember unless the Councilmember can demonstrate a change of circumstances pertaining to the item or present new information of substantial importance that was not known at the time previous City Council action occurred. In such case, the Councilmember must follow the procedures set forth in paragraph b.1 above and include in the agenda report the reason for reconsideration of the item, i.e., changed circumstances, new information, etc., with supporting information. The item shall be tentatively placed on the agenda as a repeat item under the heading "City Council Items." The repeat item, however, shall not be discussed nor acted upon by the City Council unless the repeat item is first approved for discussion as set forth in Section 2.5.

2.3 POSTING OF NOTICE AND AGENDA

Copies of the Notice and Agenda shall be delivered and posted in accordance with State law.

- a. Location of Posting – Notices and Agendas shall be posted at the following locations:
 - i. Bulletin board at City Hall, 117 Macneil Street, San Fernando, California 91340

2.4 ROLL CALL

A roll call of Councilmembers shall be held at the beginning of each City Council meeting by the City Clerk, who shall enter the names of those present in the minutes.

2.5 APPROVAL OF AGENDA

The agenda shall include an item entitled "Approval of Agenda" to occur immediately after "roll call." During the "Approval of Agenda" portion of the meeting, the City Council shall determine whether to consider repeat items submitted by Councilmembers pursuant to paragraph b.2. of Section 2.2. A Councilmember may make a motion to approve the agenda as presented or make a motion to approve the agenda with the elimination of the repeat item(s) tentatively placed on the agenda under the heading "City Council Items". If the agenda is approved as presented, the request to consider a repeat item is deemed approved and discussion and action on that item may occur during City Council items.

2.6 APPROVAL OF MINUTES

Unless the reading of the minutes of the previous Council meeting is requested by a majority of the City Council, such minutes may be approved without reading if the Clerk has previously furnished each Councilmember with a copy thereof.

2.7 PUBLIC HEARINGS

The following procedure for conducting public hearings should be followed:

- a. Precede the hearing by a statement from the Presiding Officer Mayor setting forth the nature of the public hearing and the rules for addressing the City Council as set forth in Section 5.
- b. Open the public hearing.
- c. At the direction of the City Manager, the appropriate staff member presents the staff report and recommendations.
- d. The Presiding Officer Mayor calls for public testimony. —requests the participation first of those members of the public in favor of the subject item, and then of those opposing the item.
- e. Councilmembers should refrain from asking questions or in any way interfering with the "audience participation" portion of the public hearing.

- f. After the Mayor has declared that the “audience participation” portion of the hearing has been concluded, Councilmembers may ask questions and the audience will be precluded from participation other than to answer questions asked or to rebut new evidence introduced.
- g. The Presiding Officer ~~Mayor~~ shall then declare the public hearing closed.
- h. The City Council shall discuss the matter.
- i. Following City Council discussions on the motion or any amendments, the Presiding Officer ~~Mayor~~ shall ask for a motion for or against the subject at hand.

2.8 PUBLIC HEARING ITEMS

The following are typical items which require the holding of a public hearing by the City Council prior to formal action:

- a. Abandonment of Streets
(Amendments to Fees and Areas of Benefit)
- b. Amendments to the Zoning and Ordinances which are Site Specific
- c. Budget Adoption
- d. Conditional Use Permit Appeals
- e. Franchises, Granting of
- f. General Plan Amendments
- g. Grant/Fund Applications When Federal/State Regulations so Mandate
- h. Housing and Community Development Act Funds
- i. Moratorium Extensions
- j. Thoroughfare Improvements
- k. Underground Utility Districts, Establishment of
- l. Vehicle Code Enforcement on Private Streets
- m. Zoning Map Changes
- n. Zone Variance Appeals

Other typical items may come before the City Council from time to time, for which State or Federal laws require the holding of a public hearing. In addition, the City Council may call for a public hearing for other items.

2.9 PUBLIC DISCUSSION

For all Agenda items which are not already the subject of a public hearing, the City Council may permit public discussion at the time the Agenda item is discussed. Any such public discussion will be in compliance with Section 5 hereof.

2.10 NON-AGENDA ITEMS

No matters other than those appearing on the posted agenda shall be acted upon by the City Council except in accordance with the procedures set forth in the Ralph M. Brown Act, codified at Section 54950 et seq. of the California Government Code. Any request to place a matter of business on a future agenda must be made in accordance with paragraph b of Section 2.2.

2.11 ADJOURNMENT

To allow clarification of the record, a motion to adjourn a meeting to the next regular meeting should specify this. A motion to adjourn to an adjourned meeting shall specify the date, time and place of said adjourned meeting.

3. PRESIDING OFFICER

3.1 PRESIDING OFFICER

The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Vice Mayor ~~Pro Tem~~ shall preside. In the absence of both the Mayor and Vice Mayor ~~Pro Tem~~, the City Council shall elect a temporary Presiding Officer to serve until the arrival of the Mayor or Vice Mayor ~~Pro Tem~~ or until adjournment.

3.2 CALL TO ORDER

The meeting of the City Council shall be called to order by the Mayor or if the Mayor is absent, the Vice Mayor ~~Pro Tem~~. In the absence of both the Mayor and the Vice Mayor ~~Pro Tem~~, the meeting shall be called to order by the City Clerk, whereupon the City Clerk shall immediately call for the selection of a temporary Presiding Officer. In the absence of a quorum of three (3) Councilmembers, the

City Clerk shall call the meeting to order and declare the same adjourned to a stated day and hour.

3.3 PARTICIPATION OF PRESIDING OFFICER

The Presiding Officer is primarily responsible for the conduct of the meeting; however, may move, second and debate from the Chair, subject only to such limitations of debate as are imposed on all Councilmembers, and shall not be deprived of any of the rights and privileges of a Councilmember by reason of being the Presiding Officer. ~~However, the Presiding Officer is primarily responsible for the conduct of the meeting.~~

3.4 QUESTION OR MOTION TO BE STATED

The Presiding Officer ~~shall~~ may verbally restate each question immediately prior to calling for the vote. Following the vote, the Presiding Officer (or City Clerk) shall announce whether the question was carried or defeated, and may summarize the action taken by the City Council before proceeding to the next item of business.

3.5 SIGNING OF DOCUMENTS:

The Mayor shall sign ordinances, resolutions and contracts approved by the City Council. In the absence of the Mayor, the Vice Mayor ~~Pro Tem~~ shall sign all such documents as have been adopted and approved by the City Council. In the absence of the Mayor and Vice Mayor ~~Pro Tem~~, the temporary Presiding Officer shall sign all such documents.

3.6 MAINTENANCE OF ORDER

The ~~Mayor or~~ Presiding Officer is responsible for the maintenance of order and decorum at all time. No person shall be allowed to speak who has not first been recognized by the Presiding Officer~~Chair~~. All questions and remarks shall be addressed to the Presiding Officer~~Chair~~.

4. RULES, DECORUM, AND ORDER

4.1 POINTS OF ORDER

The Presiding Officer shall determine all Points of Order subject to the right of any Councilmember to appeal to the City Council. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" in

which event a majority vote shall govern and conclusively determine such question of order.

4.2 DECORUM AND ORDER – COUNCILMEMBER

- a. Councilmembers shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the City Council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities.
- b. Every Councilmember desiring to speak shall address the Chair and, upon recognition by the Presiding Officer, shall confine discussion to the question under debate.
- c. Every Councilmember desiring to question the administrative staff shall address questions to the City Manager or City Attorney who shall be entitled to either answer the inquiry directly or to designate some member of the staff for that purpose.
- d. A Councilmember, once recognized, shall not be interrupted while speaking, unless called to order by the Presiding Officer, or a Point of Order is raised by another Councilmember, or the speaker chooses to yield to questions from another Councilmember.
- e. If a Councilmember is called to order while speaking, he/she shall cease speaking immediately until the question of order is determined; and if ruled out of order shall remain silent or shall alter his remarks so as to comply with rules of the City Council.
- f. Any Councilmember may move to require the Presiding Officer to enforce the rules. A majority of the City Council shall require enforcement of the rules if the Presiding Officer has refused.

4.3 DECORUM AND ORDER – EMPLOYEES

Members of the Administrative Staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the City Council. The City Manager shall insure that all City employees observe such decorum. Any staff member, including the City Manager, desiring to address the City Council or members of the public shall first be recognized by the Chair. All remarks shall be addressed to the Chair and not to any one individual Councilmember or public member.

4.4 DECORUM AND ORDER – PUBLIC

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. Any person making impertinent derogatory and slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting shall 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.

Unrecognized remarks from the audience, clapping, stamping of feet, whistles, yells and similar demonstrations which do not permit the meeting to proceed in an orderly manner shall not be permitted by the Presiding Officer, who shall direct the sergeant at-arms to remove such offenders from the room if they do not cease upon request by the Presiding Officer. Aggravated cases shall be prosecuted by appropriate complaint signed by the Presiding Officer.

4.5 ENFORCEMENT OF DECORUM

The Chief of Police shall be ex-officer sergeant-at-arms of the City Council. He/she shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining decorum in the City Council Chambers. Upon instructions from the Presiding Officer, it shall be the duty of the Chief of Police or his representative to eject any person from the City Council Chambers or place such person under arrest or both. (Robert's Rules of Order)

4.6 PERSONAL INTEREST

No Councilmember disqualified from participation under State law or the City's Conflict of Interest Code shall remain at the Council dais during the debate or vote on any such matter. The Councilmember shall publicly state the grounds for disqualification on the record and upon acceptance by the Presiding Officer shall leave the Council dais during the debate or vote on the issue.

4.7 LIMITATIONS OF DEBATE

No Councilmember shall be allowed to speak more than once upon any one subject until every other Councilmember choosing to speak thereon shall have spoken. Merely asking a question, or making a suggestion, is not considered as speaking. (Robert's Rules of Order)

4.8 DISSENTS AND PROTESTS

Any Councilmember shall have the right to express dissent from, or protest to, any action of the Council and request that the reason be entered into the minutes. (Robert's Rules of Order)

4.9 PROCEDURES IN ABSENCE OF RULES

In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern. (Suggested League of California Cities Procedure)

5. ADDRESSING THE CITY COUNCIL

5.1 MANNER OF ADDRESSING THE CITY COUNCIL

During the public oral communications portion of a regular meeting, members of the public may address the City Council on agenda items before consideration or on any subject matter within the City Council's jurisdiction.

No person shall enter into any discussion without first being recognized by the Presiding Officer. (Robert's Rules of Order). All remarks and questions shall be addressed to the Presiding Officer Chair and not to any individual Councilmember, staff member or other person.

Any person desiring to address the City Council shall present the City Clerk with a speaker's card, stating his/her name. For purpose of staff follow up, the speaker may also provide his/her address.

During a public hearing, all remarks shall be limited to the subject under consideration. For a special meeting, members of the public may address the City Council concerning any item listed on the agenda before or during consideration. Unlike regular meetings, the City Council does not have to allow public comment on non-agenda matters.

5.2 TIME LIMITATION

Any public member addressing the City Council shall limit his address to three (3) minutes unless further time is granted by the Presiding Officer or majority of the City Council.

5.3 ADDRESSING THE CITY COUNCIL AFTER MOTION IS MADE

After a motion has been made, no person shall address the City Council without securing permission by a majority vote of the City Council. (Suggested League of California Cities Procedure)

5.4 WRITTEN CORRESPONDENCE

The City Manager is authorized to receive and open all mail addressed to the City Council as a whole, and give it immediate attention to the end that all administrative business, not necessarily requiring City Council action, may be disposed of between City Council meetings. Any communication requiring City Council action will be reported to the City Council at its next regular meeting together with a report and recommendation of the City Manager. The City Manager is authorized to open mail addressed to individual Councilmembers, unless specifically requested otherwise from an individual member.

6. MOTIONS

6.1 PROCESSING OF MOTIONS

When a motion is made and seconded, it shall be stated by the Presiding Officer before debate. A motion shall not be withdrawn by the mover without the consent of the Councilmember seconding it. (Robert's Rules of Order)

6.2 MOTIONS OUT OF ORDER

The Presiding Officer, or a majority of the City Council, may at any time permit a member to introduce an ordinance, resolution or motion presently on the agenda out of the regular agenda order. (Reference Sections 2.1 ~~and 2.7~~) (Robert's Rules of Order)

6.3 DIVISION OF MOTION

If a motion contains two or more divisible propositions, the Presiding Officer may, and upon request of a Councilmember shall (unless appealed by another Councilmember), divide the same. (Robert's Rules of Order)

6.4 PRECEDENCE OF MOTIONS

When a motion is before the City Council, no other motion shall be entertained except the following:

- a. Adjourn
- b. Fix Hour of Adjournment
- c. Table
- d. Previous Question
- e. Amend
- f. Postpone
(Robert's Rules of Order).

6.5 MOTION TO ADJOURN (NOT DEBATABLE)

A motion to adjourn shall be in order at any time except as follows:

- a. When repeated without intervening business or discussion,
- b. When made as an interruption of a Councilmember while speaking,
- c. When the previous question has been ordered, or
- d. While a vote is being taken.

A motion to adjourn "to another time" (i.e., to an adjourned meeting) shall be undebatable and unamendable, except as to the time set. (Robert's Rules of Order)

6.6 MOTION TO FIX HOUR OF ADJOURNMENT

A motion to specify a definite hour to which the subject meeting shall be adjourned is undebatable and unamendable, except as to the time set. (Robert's Rules of Order)

6.7 MOTION TO TABLE

A motion to table shall be used to temporarily bypass the subject. ~~A motion to table shall be undebatable~~ and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the next meeting. (Robert's Rules of Order)

6.8 MOTION TO CALL FOR THE PREVIOUS QUESTION

Such a motion shall be used to close debate on the main motion and shall be undebatable. If the motion fails, debate shall be reopened if the motion passes, a vote shall be taken on the main motion. (Robert's Rules of Order)

6.9 MOTION TO AMEND

A motion to amend shall be debatable only as to the amendment. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and voted first, then the main motion as amended. (Robert's Rules of Order)

6.10 MOTION TO CONTINUE

Motions to continue to a definite time shall be amendable and debatable as to suitability of postponement and time set for postponement. (Robert's Rules of Order)

6.11 GENERAL CONSENT

Unless otherwise required as noted in Section 7.2, the City Council may by general, unanimous or silent consent do business with less regard for formal motions. Where there appears to be no objection, the formality of voting can be avoided by the Presiding Officer asking if there is any objection by any Councilmember to the proposed action, and, if there is none, the Presiding Officer shall announce the result. The action thus taken is by general consent of the City Council. (Robert's Rules of Order)

7. VOTING

7.1 VOTING PROCEDURE

Motions shall be adopted by voice vote, roll call vote or by the general consent/"no objection" method, as described in Section 6.11. The results of the vote shall be entered in full in the minutes.

The order of a roll call vote shall be designated by the City Clerk ~~the Mayor~~, with the Mayor voting last.

Except as otherwise provided herein, the "no objection" method for expediting lengthy agendas may be used unless any Councilmember requests a voice or roll

call vote. The approval of the motion in the minutes shall be reflected as a “no objection” vote or that the motion “carried unanimously”. (Robert’s Rules of Order)

Roll call votes shall be taken on all ordinances, resolutions, or orders for the payment of money unless the vote is unanimous.

7.2 VOTING

Every ordinance, resolution or order for the payment of money requires three affirmative votes (with the exception of urgency ordinances, which require four affirmative votes). Any member may change his vote on any item before the next order of business. The votes shall be lost motions and may be reconsidered. (Robert’s Rules of Order)

7.3 FAILURE TO VOTE

Every Councilmember should vote unless disqualified for cause. Abstentions shall not be counted as a vote.

7.4 RECONSIDERATION

Any member who voted with the majority may move a reconsideration of any action at the same meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the City Council. (Robert’s Rules of Order)

8. RESOLUTIONS

8.1 RESOLUTIONS PREPARED IN ADVANCE

Where a resolution has been prepared in advance, the procedure shall be: reading of the title by the City Clerk, motion, second, discussion, voice vote (if other than for the payment of money), and result declared. All resolutions shall be read in full, unless the full reading is waived by unanimous consent of the City Council. Items of the Consent Calendar are automatically deemed to have the full reading waived by common consent. (Suggested League of California Cities Procedure)

8.2 RESOLUTIONS NOT PREPARED IN ADVANCE

Where a resolution has not been prepared in advance, the procedure shall be to instruct the City Attorney to prepare a resolution for presentation at the next City Council meeting. (Suggested League of California Cities Procedure)

8.3 URGENCY RESOLUTIONS

In matters of urgency, a resolution may be presented verbally in motion form together with specific instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure for resolutions prepared in advance as stated in Section 8.1 shall be followed. Urgency resolutions shall be avoided except when absolutely necessary and shall be avoided entirely when resolutions are required by law or in improvements acts, zoning matters and force account work on public project. (Suggested League of California Cities Procedure)

9. ORDINANCES

9.1 INTRODUCTION (FIRST READING)

At the time of introduction, an ordinance shall be read in full, unless, after reading the title, reading is waived by unanimous consent of the City Council. The procedure for introduction of an ordinance shall be: reading of title by the City Clerk, motion to introduce first reading, second, discussion, roll call vote, and result declared. (Suggested League of California Cities Procedure)

9.2 ADOPTION (SECOND READING)

With the sole exception of ordinances which take effect immediately (as outlined in the following sections), no ordinance shall be adopted by the City Council on the day of introduction, nor within five days thereafter, nor at any time other than a regular or adjourned meeting.

At the time of adoption an ordinance shall be read in full unless, after reading the title, the full reading is waived by unanimous consent of City Council. The procedure for adoption of an ordinance shall be: reading of the title by the City Clerk, motion to pass, second reading and adoption of ordinance second, discussion, vote and result declared. (Suggested League of California Cities Procedure)

9.3 AMENDMENT FOLLOWING INTRODUCTION

In the event that an ordinance is altered after its introduction, a motion for an amended introduction shall be required. The ordinance shall not be considered for adoption until five days thereafter and not at any meeting other than a regular or adjourned meeting. The correction of typographical or clerical errors shall not constitute making an alteration within the meaning of this Section.

9.4 EFFECTIVE DATE

All ordinances, except as listed below, shall become effective 30 days after adoption, or upon such later date as may be designated in the ordinance. The following ordinances shall become effective immediately upon adoption:

- a. Urgency Ordinances,
- b. Ordinances calling, or otherwise relating to, an election,
- c. Ordinances relating to street improvement proceedings,
- d. Ordinances relating to taxes for the usual and current expenses of the City,
or
- e. Ordinances covered by particular provisions of law prescribing the manner of their passage and adoption.

9.5 PUBLISHING

It shall be the duty of the City Clerk to cause each ordinance to be published within 15 days after adoption with the names of those Councilmembers voting for and against the ordinance.

9.6 URGENCY ORDINANCES

Any ordinance declared by the City Council to be necessary as an urgency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at the same meeting. Such Ordinance must be passed by a least four affirmative votes.

10. MINUTES

10.1 PREPARATION OF MINUTES

It is the City Clerk's responsibility to maintain the record (minutes) of City Council meetings. Minutes shall be approved by the City Council, to lend further weight to the accuracy and completeness of the record. The City Clerk shall have exclusive responsibility for preparation of the minutes and any directions for changes to conform with fact shall be made by action of the City Council.

The City Clerk shall keep "Action Minutes" in order to maintain a full and true record of all proceedings of the City Council. The minutes shall consist of a clear and concise statement of each and every City Council action including the motions made and the vote thereon. Reasons for making motions or voting, City Council debate and audience reaction are generally not included in the minutes. Such items may be included if considered to be particularly relevant or otherwise necessary by the City Clerk.

10.2 ABSENCE OF CITY CLERK

If the City Clerk is absent from a City Council meeting, the Deputy City Clerk shall act. If there is none, the Mayor shall appoint one of the Councilmembers as City Clerk Pro Tem. (Government Code Section 36804)

11. REORGANIZATION

11.1 SELECTION OF MAYOR AND VICE MAYOR ~~PRO-TEM~~

Pursuant to Government Code Section 36801 ~~“;”~~“;~~”~~”The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore.”~~—~~—The terms of office of the Mayor of the City Council and Vice Mayor ~~Pro-Tempore~~ shall be for one year, or until their successors have been chosen. In those years in which a general municipal election is not held, the City Council shall choose a Mayor of the City Council and Vice Mayor ~~Pro-Tempore~~ at a regular meeting in March. Nothing herein shall be deemed or construed to prohibit any person from serving any number of consecutive one-year terms in any office in this City.

11.2 SELECTION OF CITY COUNCIL LIAISON

After the procedure prescribed in Section 11.1 has been completed, the Mayor, with the consent of a majority of the City Council, may appoint new City Council liaisons to the various City Committees and Commissions, or as liaison to any other organization as may be appropriate. Nothing in this Section would prohibit the Mayor, with approval of a majority of the City Council from making changes or other appointments during any other time.

12. COMMITTEES

12.1 GENERAL

The Mayor may, subject to concurrence of a majority of the City Council: (a) designate standing and ad hoc committees; and (b) make appointments to all committees.

Each standing committee shall consist of two (2) Councilmembers. An ad hoc committee may consist of either one or two Councilmembers.

12.2 PURPOSE

The primary purpose of each standing committee is to provide a forum for the thorough vetting of matters within the committee's subject matter jurisdiction, before they are presented to the City Council. A secondary purpose is to provide guidance to City staff on matters within the committee's subject matter jurisdiction, enabling staff to obtain interim guidance as they develop and refine matters for presentation to the City Council. The objective is to eliminate, to the extent possible, those situations where the City Council is forced to deal with large and difficult issues at their meetings without any prior formal discussion or analytical input to guide staff's work product.

12.2 LIMITATIONS ON AUTHORITY

No City Council committee may approve a contract or expenditure of funds.

No City Council committee may provide any direction to City staff, the City Attorney, or consultants engaged by the City, except that a City Council standing committee may provide such direction at a duly noticed meeting of a standing committee, where such direction concerns a matter that is within the subject matter jurisdiction of the standing committee, such direction does not conflict with the policies or direction established by the City Council, and where such

direction will not result in an expenditure of resources in excess of the applicable amounts allocated in the approved annual budget.

12.3 APPLICABLE LAWS AND REGULATIONS

All City Council standing committees shall comply with the requirements of the Ralph M. Brown Act. All City Council standing committees shall comply with the procedures set forth in Sections 1 through 5, inclusive, of this Procedural Manual, to the extent reasonably practicable. In the event of any conflicts between the provisions of Sections 1 through 5 and the provisions of this Section 12, the latter shall control.

12.4 MEETING DATE AND TIME

By agreement of both members, each standing committee shall establish a time and place for regular meetings, as required by the Ralph M. Brown Act. In order to minimize the extra demands on City staff, and to maximize public participation, each standing committee shall, to the maximum extent possible, conduct its business at the regularly scheduled meeting. Special meetings, while permissible when needed, are discouraged.

12.5 QUORUM

Only one member of a committee must be present in order to establish a quorum. The scheduling of meetings so as to facilitate the participation of both members of a two-person committee is strongly encouraged.

12.6 STAFFING

The City Manager shall appoint a staff member to be the primary staff liaison for each standing committee. The designated staff liaison shall coordinate all meetings of the standing committee, ensure that each meeting is recorded via audio-tape and cause the recorded audio-tape(s) to be delivered to the City Clerk upon completion of the meeting. The recorded audio-tape(s) shall be retained by the City Clerk for the same period as recorded audiotapes of City Council meetings. The designated staff liaison shall work with the City Manager to ensure that the appropriate staff member(s) attend the meetings of the standing committee, and that the direction provided by the standing committee is carried out.

12.7 AGENDAS

The agenda for all regular meetings of a standing committee, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the regular meeting (24 hours in advance of a special meeting) at the City Clerk's office. The Agenda may be amended in accordance with State law, prior to any meeting.

When the City Council desires to have an item placed on an agenda for an upcoming meeting of a standing committee, the City Council shall provide the designated staff liaison with that directive at a meeting of the City Council. At that time, the City Council may also charge the designated staff liaison with the responsibility for conducting preliminary research and collecting/preparing any written materials that may aid the Committee in its discussion of the matter.

12.8 REPORT ON ACTIVITIES OF STANDING COMMITTEES

The agendas for City Council meetings shall include a section entitled Standing Committee Updates. The Committee Chair is responsible for making a brief report on the activities of the committee to the full City Council. If there is nothing to report, then "Nothing to Report" is an acceptable comment.

All written materials presented to a standing committee are public records, and shall be maintained as directed by the City Clerk.

13. PROCEDURE FOR FILLING CITY COUNCIL VACANCIES

Whenever State law requires that the City Council fill a vacancy on the City Council, and the City Council determines to fill the vacancy by appointment, the City Council shall fill the vacancy as follows:

- a. At a regular or special meeting of the City Council, direct the City Clerk to make an application available, at the earliest possible date and time, for individuals interested in being appointed to the vacant City Council seat, and establish a reasonable due date for the applications.
- b. At a regular or special meeting of the City Council, allow all applicants to address the City Council for a specified amount of time. The presentations would be followed by public comment.
- c. After the presentations at the City Council meeting, the City Council may then elect from the following alternatives:
 - i. Make an appointment to fill the vacant City Council position and direct the City Clerk to administer the Oath of Office; or

- ii. Defer making an appointment until Councilmembers have had additional time to consider the applicants, and a further opportunity should they wish to interview the finalists one-on-one.

14. PRIORITY GOAL SETTING MEETING

The City Council shall hold a special study session every year, no later than the first regularly scheduled City Council meeting in April, to set priorities and goals for the subsequent fiscal year.